

(Published by the Authority of the City Council of the City of Chicago)

COPY



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

Regular Meeting—Tuesday, July 29, 1986

at 10:00 A.M.

(Council Chamber--City Hall--Chicago, Illinois)

OFFICIAL RECORD.

HAROLD WASHINGTON
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

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

Absent -- Alderman Santiago.

Call to Order.

On Tuesday, July 29, 1986 at 11:55 A.M., (the day and hour appointed for the meeting was 10:00 A.M.) Honorable Harold Washington, Mayor, called the City Council to order. Daniel J. Burke, Deputy City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Quorum present.

Invocation.

Reverend George W. Waddles, Sr., Zion Hill Baptist Church, opened the meeting with prayer.

REVEREND LAWRENCE MARTIN JENCO WELCOMED HOME.

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

WHEREAS, Reverend Lawrence Martin Jenco was one of five Americans kidnapped and held hostage by a radical Shiite Moslem group; and

WHEREAS, Father Jenco, a Roman Catholic priest from Joliet, Illinois, has been held hostage for 19 months in Lebanon; and

WHEREAS, Father Jenco, 51, has for 25 years been a missionary in Italy, Thailand, Yemen, India and Australia; and

WHEREAS, At the time of his capture, Father Jenco was the head of the Catholic Relief Services in Illinois, and was sent to head Catholic Relief Services in Lebanon in September of 1984; and

WHEREAS, Father Jenco was finally released Sunday, July 26, after his captors stated that his health was rapidly deteriorating; and

WHEREAS, The family of Father Jenco has been working fervently to ensure his release; and

WHEREAS, Father Jenco has shown a remarkable amount of courage throughout this terrible ordeal; now, therefore,

Be It Resolved, That the Mayor and the members of the Chicago City Council, assembled here this 29th day of July, 1986 do hereby welcome Reverend Martin Lawrence Jenco home and recognize his tremendous courage during his captivity; and

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

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 seconded by Alderman Orbach, the foregoing proposed resolution was *Adopted*, unanimously.

TRIBUTE TO LATE CONGRESSMAN
GEORGE M. O'BRIEN.

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

WHEREAS, George M. O'Brien, 69, a Republican U. S. Representative Congressman from the 4th District of Illinois, died July 17, 1986 at the National Institute of Health in Bethesda, Maryland; and

WHEREAS, Mr. O'Brien was serving his 7th term as a member of Congress; and

WHEREAS, He was a lawyer who served as assistant supervisor of Joliet Township, as a member of the Will County Board, and an Illinois State Representative for one term; and

WHEREAS, In 1972, he was elected to Congress, and in 1982, he shared his district with Rep. Edward Derwinski, as a result of a district remap; and

WHEREAS, Mr. O'Brien served on the House Appropriations Committee and was a ranking minority member on its Commerce, Justice, State and Judiciary Subcommittee; and

WHEREAS, George O'Brien, a Chicago native, graduated from Loyola Academy in 1935, Northwestern University as a Phi Beta Kappa in 1939, and from Yale University Law School in 1947; and

WHEREAS, Mr. O'Brien achieved the rank of Lt. Colonel in the U. S. Air Force and served with the 8th and 12th Air Force from 1941 to 1945; and

WHEREAS, Mr. O'Brien is survived by his wife, Mary Lou, daughters Caryl Bloch and Mary Pershey, 3 grandsons and numerous nieces, nephews and cousins; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council, assembled here this 29th day of July, 1986 do hereby recognize Mr. George O'Brien for his outstanding work as a public servant to the State of Illinois and United States of America; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of George O'Brien.

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

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

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred-- WITHDRAWAL OF MAYOR'S APPOINTMENT OF
MS. BARBARA JONES-GREEN AS MEMBER OF
BUILDING BOARD OF APPEALS TO
SUCCEED MR. DONALD KLINE
AND HER REAPPOINTMENT
TO BUILDING BOARD
OF APPEALS.

Honorable Harold Washington, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Buildings*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 29, 1986.

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

LADIES AND GENTLEMEN -- I hereby withdraw the appointment of Barbara Jones-Green as a member of the Building Board of Appeals to succeed Donald Kline and instead reappoint Ms. Jones-Green for a term ending April 21, 1988.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- MAYOR'S APPOINTMENT OF MR. PAUL JENSEN
AS MEMBER OF BUILDING BOARD OF APPEALS.

Honorable Harold Washington, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43),
Referred to the Committee on Buildings:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 29, 1986.

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

LADIES AND GENTLEMEN -- I hereby appoint Paul Jensen as member of the Building Board of Appeals to succeed Donald Kline for a term ending April 21, 1988.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- MAYOR'S APPOINTMENT OF REVEREND ARTHUR
BRAZIER AS COMMISSIONER OF PUBLIC
BUILDING COMMISSION.

Honorable Harold Washington, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43),
Referred to the Committee on Finance:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 29, 1986.

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

LADIES AND GENTLEMEN -- I hereby appoint Rev. Arthur Brazier as a Commissioner of the Public Building Commission for a term ending September 30, 1989, to succeed John Weithers.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- MAYOR'S APPOINTMENT OF MS. ALLISON S. DAVIS
AS COMMISSIONER OF PUBLIC BUILDING COMMISSION.

Honorable Harold Washington, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 29, 1986.

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

LADIES AND GENTLEMEN -- I hereby appoint Allison S. Davis as a Commissioner of the Public Building Commission for a term ending September 30, 1989, to succeed David Meltzer.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- MAYOR'S APPOINTMENT OF MS. MARY ELLEN MONTES
AS MEMBER OF BOARD OF COMMUNITY COLLEGE
DISTRICT NUMBER 508.

Honorable Harold Washington, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Education*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 29, 1986.

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

LADIES AND GENTLEMEN -- I hereby appoint Mary Ellen Montes as a member of the Board of Community College District No. 508 for a term ending June 30, 1987, to succeed Dr. John W. Taylor.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- EXECUTION OF REDEVELOPMENT AGREEMENT WITH
ORLEANS INSTITUTE PLACE ASSOCIATES.

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

July 29, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Planning, I transmit herewith an ordinance authorizing the Commissioner to enter into and execute on behalf of the City of Chicago, a Redevelopment Agreement with Orleans Institute Place Associates, an Illinois limited partnership, in an amount of \$800,000.00, to assist in the rehabilitation of a building located at the northwest corner of Chicago and Orleans Streets, Chicago, Illinois.

Your favorable consideration of this ordinance will be appreciated.

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

7/29/86

COMMUNICATIONS, ETC.

32021

Referred -- LEVY OF TAXES FOR YEAR 1986 TO PROVIDE
SPECIAL SERVICES AND/OR IMPROVEMENTS TO
VARIOUS SPECIAL SERVICE AREAS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 29, 1986.

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 five ordinances authorizing tax levies for the tax year 1986 to provide special services and/or improvements to the following Special Service Areas:

63rd Street/Western Avenue -- Special Service Area Number Three

95th Street/Beverly Avenue -- Special Service Area Number Four

92nd Street/Commercial Avenue -- Special Service Area Number Five

Albany Park/Mayfair -- Special Service Area Number Six

Kedzie Tract Industrial Association -- Special Service Area Number Seven.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- EXECUTION OF REDEVELOPMENT AGREEMENT
WITH NEWLY WEDS FOODS, 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

July 29, 1986.

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 Newly Weds Foods, Inc. in an amount of \$860,000.00, to assist in the rehabilitation of a building located at 2501 North Keeler Avenue, as a manufacturing facility.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- EXECUTION OF FULL FUNDING GRANT AGREEMENT
WITH UNITED STATES DEPARTMENT OF
TRANSPORTATION.

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

July 29, 1986.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance authorizing the execution of a Full Funding Grant Agreement between the City of Chicago and the United States Department of Transportation.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- EXECUTION OF LAND WRITE-DOWN
REDEVELOPMENT AGREEMENT WITH
P.K.P. ASSOCIATES.

7/29/86

COMMUNICATIONS, ETC.

32023

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

July 29, 1986.

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 an Agreement with P.K.P. Associates, as Purchaser, to write-down the acquisition cost, at a rate of \$.50 per square foot, of property located at 1421 North Elston Avenue, Chicago, Illinois.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- SPECIAL SERVICE AREA NUMBER
SEVEN RECREATED.

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

July 29, 1986.

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 recreating Special Service Area Number Seven, enlarging its boundaries, increasing its services tax rate and providing for the issuance of \$1,900,000 unlimited ad valorem tax bonds.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- EXECUTION OF LOAN AND SECURITY AGREEMENT
FOR YEAR X COMMUNITY DEVELOPMENT
BLOCK GRANT FUNDS TO C.E.D.C.O.
PROPERTIES.

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

July 29, 1986.

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 and Loan and Security Agreement, authorizing the execution of loan documents for a \$150,000 loan of Year X Community Development Block Grant Funds to C.E.D.C.O. Properties, an Illinois not-for-profit corporation and a wholly owned subsidiary of Chicago Economic Development Corporation, an Illinois not-for-profit corporation, for purposes of providing working capital to assist in the development of a building located at 1812-18 South Kilbourn Street, into a small business incubator for small, start-up and fledgling businesses.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- EXECUTION OF REDEVELOPMENT AGREEMENT
WITH WILLIAM KRONE AND MICHAEL ANTHONY.

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

7/29/86

COMMUNICATIONS, ETC.

32025

July 29, 1986.

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 William Krone and Michael Anthony, by which the City will provide funds to William Krone in the amount of \$.50 per square foot or approximately \$4,050 to assist William Krone in the acquisition of property located at 219 North Carpenter Street, Chicago, for lease to Imperial Color, Inc., as part of its graphic arts studio expansion.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred -- EXECUTION OF LOAN AND SECURITY
AGREEMENT WITH WILLIAM KRONE.*

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

July 29, 1986.

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 William Krone in the amount of \$75,000 to expand business and job opportunities, located at 219 North Carpenter Street.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- EXECUTION OF GIFT SHOP CONCESSION
LICENSE AGREEMENT WITH FLYING FOOD
FARE, INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 29, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance providing for the execution of a Gift Shop Concession License Agreement for certain premises in the Terminal Building at Midway Airport.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AMENDMENT OF AUTOMOBILE RENTAL CONCESSION
AGREEMENT WITH OMEGA RENTAL AND LEASING,
INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 29, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing the approval of an amendment of an Automobile Rental Concession Agreement with Omega Rental and Leasing, Inc., at Chicago-O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

7/29/86

COMMUNICATIONS, ETC.

32027

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

Referred -- ASSIGNMENT AND ASSUMPTION OF AUTOMOBILE
RENTAL CONCESSION AGREEMENT AT MIDWAY
AIRPORT TO OMEGA RENTAL AND
LEASING, INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 29, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing the approval of assignment and assumption of an Automobile Rental Concession Agreement from Autocat Company, d/b/a Dollar Rent-A-Car, to Omega Rental and Leasing, Inc., d/b/a Dollar Rent-A-Car at Chicago Midway Airport.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- ASSIGNMENT AND ASSUMPTION OF AUTOMOBILE
RENTAL CONCESSION AGREEMENT AT CHICAGO-O'HARE
INTERNATIONAL AIRPORT TO OMEGA
RENTAL AND LEASING,
INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 29, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing the approval of assignment and assumption of an Automobile Rental Concession Agreement from Autocat Company, d/b/a/ Dollar Rent-A-Car, to Omega Rental and Leasing, Inc., d/b/a/ Dollar Rent-A-Car at Chicago-O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL OF AMENDMENT NUMBER 18
TO HYDE PARK-KENWOOD CONSERVATION
PLAN IN HYDE PARK-KENWOOD
CONSERVATION AREA.

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

July 29, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving Amendment No. 18 to the Hyde Park-Kenwood Conservation Plan in the Hyde Park-Kenwood Conservation Area. This amendment provides a land use change for the western portion of Parcel LR-3 from "Commercial/Residential" to "Low-Density Residential" with a maximum number of twenty (20) dwelling units permitted.

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at an adjourned regular meeting held on the 24th day of June, 1986, 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 OF SALE OF PARCEL 33-B IN LINCOLN
PARK CONSERVATION AREA TO PRAIRIE DEVELOPMENT
LIMITED UNDER ILLINOIS BUSINESS
ASSOCIATION KNOWN AS
DICKENS POINTE
VENTURE.

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

July 29, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the sale of Parcel 33-B in the Lincoln Park Conservation Area to Prairie Development Ltd., under an Illinois business association known as Dickens Pointe Venture.

Also, enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at an adjourned regular meeting held on the 15th day of July, 1986, 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 -- AUTHORIZATION FOR PROCEEDINGS FOR IMMEDIATE
VESTING OF TITLE FOR ACQUISITION OF AIR RIGHTS
OVER PARCEL 17-10 IN NORTH LOOP BLOCK 17.

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

July 29, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Planning, I transmit herewith an ordinance authorizing proceedings for immediate vesting of title for the acquisition of the air rights over Parcel 17-10 in North Loop Block 17.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL FOR SALE OF PARCEL M-5
IN COMMERCIAL DISTRICT PROJECT
ROOSEVELT-HALSTED TO
14TH AND HALSTED
ASSOCIATES.

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

July 29, 1986.

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 M-5 in Commercial District Project Roosevelt- Halsted to 14th and Halsted Associates.

Also enclosed are certified copies of the resolution adopted by the Commercial District Development Commission at a meeting on June 17, 1986, 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.

7/29/86

COMMUNICATIONS, ETC.

32031

Referred -- APPROVAL OF SALE OF PARCEL 9-B IN
LINCOLN PARK CONSERVATION AREA TO
HORWITZ-MATTHEW, 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

July 29, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the sale of land in the Lincoln Park Conservation Area, (Parcel 9-B (Phases II and III), southern two-thirds of the block bounded by West Eugenie Street, North Mohawk Street, West North Avenue, and North Larrabee Street).

Also, enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at an adjourned regular meeting held on the 24th day of June, 1986, 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 -- ACCEPTANCE OF PROPERTY DONATED TO
CITY OF CHICAGO THROUGH LAST WILL AND
TESTAMENT OF MS. FRANCES
GULLICKSON ROSSIT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 29, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Corporation Counsel, I transmit herewith an ordinance authorizing acceptance of the property described as 4833 West Eddy Street, Chicago, Illinois, donated to the City of Chicago through the Last Will and Testament of Frances Gullickson Rossit.

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:

*Placed on File -- EXECUTIVE ORDER 86-1b AMENDING
EXECUTIVE ORDER 86-1.*

A communication from Honorable Harold Washington, Mayor, transmitting Executive Order 86-1b, which amends Executive Order 86-1 concerning Governmental Ethics, which was *Placed on File*.

***Placed on File -- REPORTS OF CITY TREASURER
FOR VARIOUS FUNDS.***

Also, a communication from Cecil A. Partee, City Treasurer, addressed to the City Clerk under date of July 14, 1986, transmitting the following reports, which were *Placed on File*:

City of Chicago, Cecil A. Partee, City Treasurer, Report on Examination as of the close of business December 31, 1985;

City of Chicago, Cecil A. Partee, City Treasurer, Condensed Report on Examination as of the close of business December 31, 1985;

City of Chicago, Cecil A. Partee, Ex-Officio Treasurer of Employees' Pension Funds, Report on Examination as of the close of business December 31, 1985.

***Placed on File -- QUARTERLY REPORT OF OFFICE
OF MUNICIPAL INVESTIGATION.***

Also, a report filed in the Office of the City Clerk on July 10, 1986, submitted by Russell H. Levy, Board Chairman, transmitting the quarterly report of the Board of the Office of Municipal Investigation for the period ended March 31, 1986, which was *Placed on File*.

Placed on File -- FINANCIAL STATEMENT OF DEPARTMENT
OF SEWERS FOR YEARS 1984 AND 1985.

Also, a communication from Eugene M. Barnes, Acting Commissioner, Department of Sewers, transmitting the Financial Statement of the Department of Sewers for the years 1984 and 1985, audited by Coopers and Lybrand Accounting Firm, which was *Placed on File*.

Placed on File -- INSPECTION REPORTS OF MUNICIPAL
LOCKUPS OF ILLINOIS DEPARTMENT OF
CORRECTIONS.

Also, the annual inspection reports of the municipal lockups, which was submitted by George T. Troike, Chief, Bureau of Detention, Standards and Services of the Illinois Department of Corrections, which were *Placed on File*.

Placed on File -- REPORT ON CALUMET SKYWAY
TOLL BRIDGE.

Also, a communication from Ronald D. Picur, City Comptroller, addressed to the City Clerk, transmitting a copy of the certified report prepared by Laventhol and Horwath, and also a copy of the financial statements for the period ending December 31, 1985, which were *Placed on File*.

Placed on File -- CERTIFICATION AS TO AMOUNT OF ASSESSMENTS
FOR NEW STREET IMPROVEMENT PROGRAM AT
SPECIFIED LOCATIONS.

Also, communications from Louis Koncza, City Engineer, Department of Public Works, addressed to the City Clerk under date of July 14 1986, transmitting certified copies of amounts of assessments for new street improvement programs in accordance with Chapter 200.4-4 of the Municipal Code, which were *Placed on File*.

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 July 9, 1986, 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 July 29, 1986, 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 July 9, 1986, 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, an ordinance passed by the City Council of the City of Chicago on May 14, 1986, as follows:

Ordinance granting authority for amendment to the 1986 Appropriation Ordinance in the Corporate Fund.

Filed with the County Clerk of Cook County on July 1, 1986 and with the County Clerk of Du Page County on July 7, 1986.

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 duplicate) 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:

Abelard Company, Incorporated -- to classify as a B7-6 General Central Business District instead of an R7 General Residence District the area shown on Map No. 3-F bounded by

West Delaware Place; a line 126.80 feet east of the alley next east of and parallel to North Dearborn Street; a line 120 feet south of and parallel to West Delaware Place; and the alley next east of and parallel to North Dearborn Street;

American National Bank as Trustee, U/T No. 63999 -- to classify as a Central Area Parking Planned Development instead of a B7-7 General Central Business District the area shown on Map No. 1-F bounded by

North Wells Street; West Calhoun Place; a line 163 feet east of North Wells Street; and West Madison Street;

Ewing Associates, c/o Shayman and Salk Company -- to classify as an Institutional-Residential Planned Development instead of an R2 Single-Family Residence District the area shown on Map No. 28-A bounded by

East 117th Street; a line 293.19 feet east of South Ewing Avenue; East 118th Street; and South Ewing Avenue;

Patrick J. Gallagher -- to classify as a C3-6 Commercial-Manufacturing District instead of an M2-5 General Manufacturing District the area shown on Map No. 2-F bounded by

West Polk Street; the alley next east of and parallel to South Wells Street; a line 139.44 feet south of and parallel to West Polk Street; and South Wells Street;

Public Building Commission of Chicago -- to classify as an Institutional Planned Development instead of an R3 General Residence District the area shown on Map No. 12-H bounded by

West 53rd Street on the north; South Hermitage Avenue on the east; the alley lying south of and parallel to West 53rd Street on the south; and South Wood Street on the west;

River Lofts Venture -- to classify as a B4-3 Restricted Service District instead of an M3-4 Heavy Manufacturing District the area shown on Map No. 3-G bounded by

North Branch Street; North Halsted Street; a line 226.30 feet south of North Branch Street (as measured along North Halsted Street); a line 28.50 feet west of and parallel to North Halsted Street; the North Branch of the Chicago River; a line 315.50 feet west of North Halsted Street (as measured along North Branch Street); a line 100 feet southeasterly of and parallel to North Branch Street; and a line 335 feet west of North Halsted Street (as measured along North Branch Street);

and to further classify as a Business-Residential Planned Development instead of a B4-3 Restricted Service 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:

Aetna Life and Cas. and Chester Matonik, Allstate Ins. Co. (12), James and Rose Ann Baloun, Sarah Colburn, Joy Helper, Michael Hudson, Karen Jackubowski, Theodore Osinski, L. A. Parham, Rosetta Russell, Mable and Michael Sydor, McArthur Whitaker, James and Carrie Wesley and Carl and Darlene Zabaly, Alvin Motors, Inc., Austin Bernard, Austin Clarence Robert, Avila Lauren;

Balzer Edward A., Belin Addie, Bergman Janet, Booker Cornelius, Brattain Bruce, Brown Roseline, Brunet Robert, Buck Colleen, Byron Mary;

Calhoun Ellis, Campbell John, Candy Loren, Carlberg Larry, Carlson Susan, Clark Athalee, Coleman Craig, Cook Gladys, Corey Joan;

Delcano Juanito, DiVito Ettore, Duncan J. Nelson;

Economy Fire and Cas. Co. and Diane Kernan;

Facio Linda, Farley Edward, Fey Laureen, Files James, Fireman's Fund Ins. Co. and Scott Wood, Fonseca Felipe, Forman Susan, Freeman Paul;

Gonnella Frances, Greco J., Green Paula, Gullo Donna;

Halick Richard E., Hirsch Linda, Hudy Walter;

Illinois Bell Telephone Co.;

Jackson Marcia, Jagielski Sylvia, Jensen Arnold, Jimenez Ramiro;

Kalinowski Patrick, Kemper Group and Carol Jakstavich, Kinnaird Jacqueline, Kornman Alan, Kulasek Suzanne, Kupferberg Peter B.;

Lang Gene, Letovsky Donald, Liudzius Anthony, Locksmith H. and H., Lopez Maria;

Mallory Claude, Mageed Willie, Marshall J., Matthews Charlie, Matthies Edmund, May LeOnia, Myhr Charles, Miata Robert, Morelas Victor, Muhammad Fard;

Newman Joyce, Newton Mary, Norton Janet;

O'Malley Marguerite;

Pacelli Judy, Pacheco Pete, Padour Frank, J. M. D. (2), Palm George, Pearson Dave, Penkava Richard, Peoples Gas Light and Coke Co. (6), Prahlad Patel;

Radfar Bernie, Recovery Services Int'l. and Julius Klein, Rios Teofilo, Robinson Charles, Ruzyski Steve;

Samuelson Vidlet, Shapiro Jack, Shell Oil Co., Smith Claud, Snead Robert, Southland Corp., State Farm Ins. Co. (5), Joe Burnett, Gerald Flowers, Jesse Harris, Joseph Hill, and Herman Williams, Stone Reverend J. M., Stryck Al, Studzinski Tony, Swiderski Frank Jr.;

Thompson Yvonne;

Van Thorre James, Veca, Inc., Vernon Martha;

Walker Evelyn, Walker Charlotte, Warrender R. T. (Fluid Service, Inc.), Williams James;

Zaragoza Maria.

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 July 29, 1986) 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 June 1986, which were *Referred to the Committee on Finance*.

Referred -- REQUEST FOR LEGISLATION CONCERNING PACKAGE
AND/OR PRODUCT TAMPERING.

Also, a communication received in the Office of the City Clerk, from Robert A. Jacobs, requesting legislation concerning consumer package and/or product tampering, which was *Referred to the Committee on Human Rights and Consumer Protection*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

**AUTHORITY GRANTED FOR AMENDMENT TO ORDINANCE
AUTHORIZING SUBMISSION OF REHABILITATION
LOANS TO ILLINOIS DEVELOPMENT
FINANCE AUTHORITY.**

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 ordinance adopted by the City Council on July 9, 1986, concerning submission of rehabilitation loans to the Illinois Development Finance Authority under the Illinois Housing Participation Program is hereby amended by adding the following two projects to the list contained in Exhibit A of said ordinance for submission to the Authority:

4814-4818 North Drake	\$443,000

4700-4702 North Drake	234,000.

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

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

AUTHORITY GRANTED FOR LEVY OF TAXES TO PAY ANNUAL
RENTALS DUE UNDER LEASE AGREEMENT BY PUBLIC
BUILDING COMMISSION RELATING TO NEW
WRIGHT COLLEGE PROJECT (JC-7).

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the levy of a direct annual tax upon all the taxable property within Community College District No. 508 for the purpose of paying the annual rentals due under the lease agreement between the Board of Trustees of Community College District No. 508 and the Public Building Commission of Chicago for the new Wright College Project (JC-7).

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Beavers, Humes, Hutchinson, Vrdolyak, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Giles, Cullerton, Laurino, Pucinski, Natarus, Hansen, Orbach, Schulter, Orr, Stone -- 38.

Nays -- None.

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

Alderman Burke then requested the record reflect that the said passed ordinance was transmitted to the Mayor who affixed his signature to the same at 12:25 P.M.

The following is said ordinance as passed:

WHEREAS, There has been adopted a resolution on July 1, 1986 (the "Resolution") by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois (the "District"), authorizing the execution of a lease agreement (the "Lease") between the District and the Public Building Commission of Chicago, Cook County, Illinois (the "Commission"), for the leasing by the District of a site for community college purposes and a building and facilities thereon within the City of Chicago, being commonly known and referred to and being identified by project designation as the New Wright College Project (JC-7) located at the Southwest corner of West Montrose Avenue and North Narragansett Avenue and the Resolution further provides that the Board of Trustees (the "Board") of the District order, direct and demand the City Council of the City of Chicago to enact an ordinance for the levy and collection of a direct annual tax sufficient to pay the rents payable under the terms of the Lease to the Commission, as and when such rentals become due, the Resolution being as follows:

A Resolution approving the form of Lease to be entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago, Cook County, Illinois, and providing for the leasing of a site for community college purposes within the City of Chicago, Illinois, commonly known as the New Wright College Project (JC-7), and a building and facilities thereon from said Commission, authorizing its execution and requesting the levy of direct annual taxes by the City Council of the City of Chicago for the payment of the annual rentals as they will become due under the terms of said Lease.

; and

WHEREAS, Pursuant to the provisions of Section 18 of the Public Building Commission Act of the State of Illinois, effective July 5, 1955, as amended, the governing body of each municipal corporation entering into a lease with the Commission is required to provide for the levy and collection of a direct annual tax sufficient to pay the annual rentals under such lease as and when such rentals become due and payable; and

WHEREAS, The Board of the District, under authority of Section 7-1.1 and Section 7-18 of the Public Community College Act of the State of Illinois, approved July 15, 1965, as amended, has duly adopted its resolution ordering, directing and demanding the City Council of the City of Chicago to enact an ordinance (the "Ordinance") for the levy and collection of a direct annual tax sufficient to pay the annual rentals as they become due under the terms of the Lease; now, therefore,

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

SECTION 1. That for the purpose of paying the annual rentals due and payable by the Board of the District under the Lease, there be and there is hereby levied a direct annual tax upon all the taxable property within the District for the purpose of paying such rentals provided for by the Lease, and for that purpose there be and there is hereby levied a direct annual tax for each of the years as follows:

Year of Levy	Amount
1986	\$8,957,000
1987	11,057,523
1988	11,087,335
1989	11,070,375
1990	11,084,950
1991	11,075,675
1992	11,067,858
1993	11,059,113
1994	11,072,363
1995	11,077,530
1996	11,072,230
1997	11,079,385
1998	11,068,918
1999	11,063,750
2000	11,084,420
2001	11,073,158
2002	11,078,193
2003	11,067,063
2004	11,060,305

SECTION 2. That the City Clerk of the City of Chicago be and is hereby ordered and directed to file with the County Clerks of the County of Cook and the County of DuPage, Illinois, a certified copy of this Ordinance, having attached a certified copy of the executed Lease, which certified copies so filed shall constitute the authority for said respective County Clerks and it shall be the duty of said respective County Clerks to extend the tax annually as provided for in and by this Ordinance to pay the annual rentals under the Lease as and when the same become due and payable, and the respective County Clerks shall ascertain the rate per cent upon all the taxable property subject to taxation within the District for each of the years 1986 to 2004, inclusive, as that property is assessed or

equalized for state and county taxes, which will produce the net amount of not less than the amount provided for in and by this Ordinance and of the annual rentals provided for in the Lease hereto attached, and it shall be the duty of the respective County Clerks annually to extend such tax against all the taxable property contained within the District as herein provided, and sufficient to pay the annual rentals under the Lease hereto attached and such tax shall be collected in like manner as other taxes levied by the City Council of the City of Chicago for and on behalf of the District, and shall be in addition to all other taxes now or hereafter authorized to be levied by the City Council of the City of Chicago for and on behalf of the District and shall not be included within any statutory limitation of rate or amount applicable to taxes to be levied by the City Council of the City of Chicago for and on behalf of the District, but shall be excluded therefrom and be in addition thereto and in excess thereof.

SECTION 3. That this Ordinance shall be in full force and effect immediately upon its passage as required by law.

Lease attached to this ordinance reads as follows:

Lease.

This Lease made this first day of July, 1986, between the Public Building Commission of Chicago, a municipal corporation of the State of Illinois (hereinafter sometimes referred to as the "Commission"), as Lessor, and the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois (hereinafter sometimes referred to as the "Lessee"):

Witnesseth:

Whereas, the Public Building Commission of Chicago is a municipal corporation duly organized under the provisions of the "Public Building Commission Act" of the State of Illinois, approved July 5, 1955, as amended (hereinafter sometimes referred to as the "Act"), for the purpose, among others, of making possible the construction, acquisition or enlargement of public improvements, buildings and facilities at convenient locations within the County Seat of Cook County, Illinois, for use by governmental agencies in the furnishing of essential governmental, health, safety and welfare services to its citizens; and

Whereas, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, acting in cooperation with the Department of Planning of the City of Chicago and the Comprehensive Plan for the City of Chicago has proposed the acquisition of a site and the construction thereon of the following described building and facilities by the Public Building Commission of Chicago, such site, building and facilities pertaining to a community college to be situated within the City of Chicago and such site being hereinafter described and such community college being commonly known and referred to and being identified by project designation as follows:

New Wright College at
Southwest corner of West Montrose Avenue
and North Narragansett Avenue

(JC-7)

;and

Whereas, the Board of Commissioners of the Public Building Commission of Chicago finds that there is an urgent need for the acquisition of this site and the construction thereon of such building and facilities: and

Whereas, said site is conveniently located and of a sufficient size to accomplish and effectuate the aforesaid purposes, and sufficient to provide for an appropriate architectural setting for such building and other facilities: and

Whereas, the Board of Commissioners of the Public Building Commission of Chicago did, by proper resolution adopted on the date hereinafter indicated, and pursuant to the terms and conditions of the Act, select, locate and designate the following described area, lying wholly within the territorial limits of the City of Chicago, as a site to be acquired for a community college and for the erection and construction thereon of the proposed building and facilities, such site being described and designated by Resolution No. 3007, dated October 1, 1984, as modified by Resolution No. 3153, dated October 1, 1985, as follows:

New Wright College at
Southwest corner of West Montrose Avenue
and North Narragansett Avenue

(JC-7)

That part of the fractional Southeast Quarter of Section 18, Township 40 North, Range 13 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the point of intersection of a line drawn 33.00 feet North of and parallel with the South line of said Southeast Quarter and a line drawn 33.00 feet West of and parallel with the East line of said Southeast Quarter; thence North 0 degrees 11 minutes 16 seconds West 1591.66 feet along said line 33.00 feet West of and parallel to the point of beginning of the following described parcel of land; thence South 89 degrees 48 minutes 44 seconds West 154.71 feet along a line drawn perpendicularly to the East line of said Southeast Quarter; thence Northwesterly 119.20 feet along the arc of a circle convex to the Northeast; having a radius of 294.88 feet and whose chord bears North 56 degrees 29 minutes 31 seconds West; thence North 68 degrees 04 minutes 21 seconds West 140.94 feet along a line drawn tangent to the last described arc; thence South 88 degrees 33 minutes 46 seconds West 54.99 feet; thence South 42 degrees 24 minutes 22 seconds West 37.81 feet; thence South 77 degrees 43 minutes 19 seconds West 412.78 feet; thence Northwesterly 21.08 feet along the arc of a circle tangent to the last described course, convex to the Southwest, having a radius of 16.26 feet and whose chord bears North 65 degrees 09 minutes 00 seconds West to a point of compound curve; thence Northwesterly 41.82 feet along the arc of a circle, convex to the Southwest, having a radius of 156.31 feet and whose chord bears North 20 degrees 21 minutes 28 seconds West; thence North 12 degrees 41 minutes 38 seconds West 359.91 feet along a line tangent to the last described arc; thence North 9 degrees 19 minutes 20 seconds West 58.00 feet; thence North 12 degrees 30 minutes 53 seconds West, 556.69 feet to a point on a line drawn 33.00 feet South of and parallel with the North line of the aforesaid Southeast Quarter; said point being 1106.14 feet (as measured along said parallel line) West of the point on a line 33.00 feet West of and parallel with the East line of the aforesaid Southeast Quarter; thence North 89 degrees 51

minutes 12 seconds East 1106.14 feet along said line 33.00 feet South of and parallel to said line 33.00 feet West of and parallel; thence South 0 degrees 11 minutes 16 seconds East 1002.40 feet along said line 33.00 feet West of and parallel to the hereinabove designated point of beginning, in Cook County, Illinois, Excepting Therefrom, the following described property: From the aforesaid point of beginning for the above described tract of land; thence South 89 degrees 48 minutes 44 seconds West to a point on a line drawn 63.00 feet West of and parallel with the East line of said Southeast Quarter; thence North 0 degrees 11 minutes 16 seconds West along said line 63.00 feet West of and parallel with the East line of said Southeast Quarter to a point on said line being 103.00 feet southerly of the North line of said Southeast Quarter; thence northwesterly to a point on a line drawn 53.00 feet South of and parallel with the North line of said Southeast Quarter, said point being 113.00 feet West of the East line of said Southeast Quarter; thence South 89 degrees 51 minutes 12 seconds West along said line 53.00 feet South of and parallel with the North line of said Southeast Quarter to the westerly line of the aforescribed tract of land to be conveyed; thence North 12 degrees 30 minutes 53 seconds West to a point on a line drawn 33.00 feet South of and parallel with the North line of the aforesaid Southeast Quarter, said point being 1106.14 feet (as measured along said parallel line) West of the point on a line 33.00 feet West of and parallel with the East line of the aforesaid Southeast Quarter; thence North 89 degrees 51 minutes 12 seconds East 1106.14 feet along said line 33.00 feet South of and parallel with the North line of said Southeast Quarter to the point on said line 33.00 feet West of and parallel with the East line of the aforesaid Southeast Quarter; thence South 0 degrees 11 minutes 16 seconds East 1002.40 feet along said line 33 feet West of and parallel with the East line of said Southeast Quarter to the hereinabove designated point of beginning.

Whereas, the Site has been approved by a majority of the members of the governing body of the County Seat, being the City Council of the City of Chicago, Illinois, as required by Section 14 of said Public Building Commission Act; and

Whereas, the fee title to the Site will be acquired by the Public Building Commission of Chicago; and

Whereas, the Commission, with the cooperation of the Lessee, has caused to be prepared by the following indicated Architect-Engineer plans and specifications for the constructing and equipping of the building and facilities for the Site, all as is contained in a report containing the plans and specifications for the Site, the report being dated as indicated below, prepared by said Architect-Engineer (said building and facilities being sometimes hereinafter referred to as the "Facility" or "Facilities"). Said report and said plans and specifications, now on file in the office of the Commission, have been approved by the Commission as those to be carried out in the consummation of the construction and equipping of the Facilities provided for in this Lease and in Bond Resolution No. 3230 of the Commission and are hereby made a part of this instrument by reference; and the Commission agrees to acquire the Site and to cause the construction and equipping of the Facilities to be carried out and consummated in accordance with said report, plans and specifications as the same may be modified in accordance with the provisions of this Lease with respect thereto:

<u>Site</u>	<u>Project Designation</u>	<u>Architect-Engineer</u>	<u>Date of Report</u>
New Wright College	(JC-7)	Bertrand Goldberg Associates, Inc.	May 13, 1986

; and

Whereas, in order to pay the cost of acquiring the Site and construction and equipping of the Facilities thereon, it will be necessary that the Commission issue its revenue bonds pursuant to the provisions of Section 15 of the Act and such revenue bonds to be payable from revenues to be received by the Commission from the rentals to be paid by the Lessee to the Commission in accordance with the terms of this Lease; and

Whereas, the total cost of acquisition of the Site and of construction and equipping of the Facilities thereon, and including without limiting the generality of the foregoing, architectural, engineering, legal and financing costs and an amount sufficient to pay the required interest during the period of construction on the revenue bonds to be issued by the Commission to pay the cost of acquiring the Site and constructing and equipping of the Facilities thereon is estimated to be the aggregate amount of \$90,000,000, which sum is to be provided from the proceeds to be derived from the sale of revenue bonds in the principal amount of \$90,000,000 which are to be issued by the Commission; and

Whereas, to provide the necessary revenues for the payment of all of said revenue bonds and all of the interest and premium, if any, thereon, all as hereinafter provided, the parties desire to enter into this Lease, whereby the Commission will lease to the Lessee the Site and Facilities (hereinafter sometimes called the "Leased Premises") for a term and at an annual rental as hereinafter set forth:

Now, Therefore, in consideration of the rents reserved hereunder and the promises and covenants herein made by each of the parties hereto and for other good and valuable consideration, it is covenanted and agreed by the said parties hereto, as follows:

Section 1. To carry out the acquisition of the Site and the construction and equipping of the Facilities and the financing thereof in accordance with the provisions of the Act, the following actions shall be taken by the Commission:

(A) The Commission shall, pursuant to Section 15 of the Act, provide for the execution and delivery of revenue bonds (the "Revenue Bonds") authorized pursuant to Resolution No. 3230 of the Commission adopted May 13, 1986, entitled "Resolution No. 3230 Authorizing and Providing for the Issue of \$90,000,000 Public Building Commission of Chicago, Building Revenue Bonds, Series A of 1986" (hereinafter referred to as the "Bond Resolution," a copy of said Bond Resolution being attached hereto and hereby made a part hereof, except that such Bond Resolution does not have attached a copy of the Lease referred to therein), to the purchasers thereof.

(B) The Commission shall forthwith make applications of the proceeds derived from the sale of the Revenue Bonds pursuant to the terms of the Act and the Bond Resolution referred to above.

(C) The Commission shall, with reasonable promptness, acquire the fee title to the Site.

(D) The Commission shall also, as soon as practicable, enter into and execute such contract or contracts with such contractor or contractors as may be necessary or appropriate to carry out said construction and equipping of the Facilities in accordance with said plans and specifications.

(E) The Commission shall require and procure from the contractor or contractors undertaking any part of the construction and equipping of the Facilities, performance and payment bonds in connection with each of said contract or contracts and with such surety company or companies and in such amounts and form as may be determined by the Commission.

(F) The Commission shall also require and procure from such contractor or contractors, waivers of all liens or rights of lien for labor and materials furnished in said construction and equipping of the Facilities and shall further procure from said contractors or other person, firm or corporation all material and equipment guarantees as may be required by the specifications for the construction and equipping of the Facilities.

(G) The Commission shall also require every such contractor to furnish insurance protecting the Commission, the Lessee, and their respective commissioners, board members, officers, agents and employees, as their interests may appear, against any claims for personal and bodily injuries (including death) and property damage that may be asserted because of said construction and equipping, said insurance to be of such character and in such amounts as may be determined by the Commission.

(H) The Commission shall, to the extent reasonably obtainable, also require its Architect-Engineer to carry Errors and Omissions Insurance for such period and in such principal sum as the Commission may in its opinion deem necessary.

Section 2. In consideration of the rents reserved and the covenants, agreements and other terms and conditions herein provided to be kept, observed and performed by the Lessee, the Commission does hereby lease and demise the following described Site to the Lessee for a term commencing on date of execution of this lease and, subject to earlier termination under the provisions of Section 4 of this lease, ending on June 30, 2006, together with the Facilities to be located thereon and all other buildings, structures or improvements which may at any time hereafter be constructed on the Site together with:

(A) all machinery, apparatus, equipment, fittings and fixtures of every kind and nature whatsoever that may now or hereafter be placed in any building, structure, or improvement now or hereafter constructed or placed upon the Site or any part thereof and which shall for all purposes hereof be deemed included in the term "Facilities", including, without limitation, all engines, furnaces, boilers, stokers, pumps, heaters, tanks, motors, dynamos, generators, electrical equipment, heating, plumbing, lifting and ventilating apparatus, air cooling and air conditioning equipment and apparatus, gas and electrical fixtures, elevators, shades, awnings, venetian blinds, screens and

radiators, and all other building equipment used or procured for use in connection with the operation or maintenance of any such buildings, structures, or improvements;

(B) all right, title and interest of the Commission, now owned or hereafter acquired, in and to all real estate, interest in lands, leaseholds, rights of ways, alleys, passages, tenements, hereditaments, privileges, easements, franchises and appurtenances thereunto belonging or in any wise appertaining to the Site and which shall for all purposes hereof be deemed included in the term "Site".

The respective Site being designated and legally described as:

Wright College at
southeast corner of West Montrose Avenue
and North Narragansett Avenue

(JC-7)

That part of the fractional Southeast Quarter of Section 18, Township 40 North, Range 13 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the point of intersection of a line drawn 33.00 feet North of and parallel with the South line of said Southeast Quarter and a line drawn 33.00 feet West of and parallel with the East line of said Southeast Quarter; thence North 0 degrees 11 minutes 16 seconds West 1591.66 feet along said line 33.00 feet West of and parallel to the point of beginning of the following described parcel of land; thence South 89 degrees 48 minutes 44 seconds West 154.71 feet along a line drawn perpendicularly to the East line of said Southeast Quarter; thence Northwesterly 119.20 feet along the arc of a circle convex to the Northeast; having a radius of 294.88 feet and whose chord bears North 56 degrees 29 minutes 31 seconds West; thence North 68 degrees 04 minutes 21 seconds West 140.94 feet along a line drawn tangent to the last described arc; thence South 88 degrees 33 minutes 46 seconds West, 54.99 feet; thence South 42 degrees 24 minutes 22 seconds West 37.81 feet; thence South 77 degrees 43 minutes 19 seconds West 412.78 feet; thence Northwesterly 21.08 feet along the arc of a circle tangent to the last described course, convex to the Southwest, having a radius of 16.26 feet and whose chord bears North 65 degrees 09 minutes 00 seconds West to a point of compound curve; thence Northwesterly 41.82 feet along the arc of a circle, convex to the Southwest, having a radius of 156.31 feet and whose chord bears North 20 degrees 21 minutes 28 seconds West; thence North 12 degrees 41 minutes 38 seconds West 359.91 feet along a line tangent to the last described arc; thence North 9 degrees 19 minutes 20 seconds West 58.00 feet; thence North 12 degrees 30 minutes 53 seconds West, 556.69 feet to a point on a line drawn 33.00 feet South of and parallel with the North line of the aforesaid Southeast Quarter; said point being 1106.14 feet (as measured along said parallel line) West of the point on a line 33.00 feet West of and parallel with the East line of the aforesaid Southeast Quarter; thence North 89 degrees 51 minutes 12 seconds East 1106.14 feet along said line 33.00 feet South of and parallel to said line 33.00 feet West of and parallel; thence South 0 degrees 11 minutes 16 seconds East 1002.40 feet along said line 33.00 feet West of and parallel to the hereinabove designated point of beginning, in Cook County, Illinois, excepting therefrom, the following described property: From the aforesaid point of beginning for the above described tract of land; thence South 89 degrees 48 minutes 44 seconds West to a point on a line drawn 63.00 feet West of and parallel with the East line of said Southeast Quarter; thence North 0 degrees 11 minutes 16 seconds West along said line 63.00 feet West of and parallel with the East line

of said Southeast Quarter to a point on said line being 103.00 feet southerly of the North line of said Southeast Quarter; thence northwesterly to a point on a line drawn 53.00 feet South of and parallel with the North line of said Southeast Quarter, said point being 113.00 feet West of the East line of said Southeast Quarter; thence South 89 degrees 51 minutes 12 seconds West along said line 53.00 feet South of and parallel with the North line of said Southeast Quarter to the westerly line of the aforescribed tract of land to be conveyed; thence North 12 degrees 30 minutes 53 seconds West to a point on a line drawn 33.00 feet South of and parallel with the North line of the aforesaid Southeast Quarter, said point being 1106.14 feet (as measured along said parallel line) West of the point on a line 33.00 feet West of and parallel with the East line of the aforesaid Southeast Quarter; thence North 89 degrees 51 minutes 12 seconds East 1106.14 feet along said line 33.00 feet South of and parallel with the North line of said Southeast Quarter of the point on said line 33.00 feet West of and parallel with the East line of the aforesaid Southeast Quarter; thence South 0 degrees 11 minutes 16 seconds East 1002.40 feet along said line 33 feet West of and parallel with the East line of said Southeast Quarter to the hereinabove designated point of beginning.

Section 3. In consideration of the leasing of the aforesaid Site and Facilities the Lessee hereby covenants and agrees to pay, or cause to be paid, to the Commission, or to the Trustee designated under the Bond Resolution for the Site and Facilities annual rentals for the next ensuing fiscal year on or before December 1 of each year as hereinafter designated, and in the amount on such December 1 date in each such year as set opposite each such year under the heading "Rent" as follows:

Year	Rent
December 1, 1987	\$8,957,000
December 1, 1988	11,057,523
December 1, 1989	11,087,335
December 1, 1990	11,070,375
December 1, 1991	11,084,950
December 1, 1992	11,075,675
December 1, 1993	11,067,858
December 1, 1994	11,059,113
December 1, 1995	11,072,363
December 1, 1996	11,077,530
December 1, 1997	11,072,230
December 1, 1998	11,079,385

Year	Rent
December 1, 1999	11,068,918
December 1, 2000	11,063,750
December 1, 2001	11,084,420
December 1, 2002	11,073,158
December 1, 2003	11,078,193
December 1, 2004	11,067,063
December 1, 2005	11,060,305

Except in any case in which bonds or other evidences of indebtedness are issued by the Commission for the purpose of refunding all of the Bonds and Parity Bonds outstanding under the Bond Resolution at or before their maturity, not less than 60 days preceding January 1 of the fiscal year in which all of the principal, interest and premium, if any, on all of the Bonds and Parity Bonds (as defined in the Bond Resolution) issued or to be issued under the Bond Resolution, and all of the Commission's administrative expenses and all other accrued and unpaid expenses relating to the projects for which the Bonds were issued, will be paid in full, or provision for their payment will be made, and this Lease will terminate, the Commission covenants that it will cause an audit to be made of its books and accounts relating to the project for which the Bonds were issued by an Independent Public Accountant, which audit report shall estimate the balance of all moneys which will be on hand, as of November 30 next, in the Construction Account if any, the Renewal, Replacement and Improvement Account, and the Surplus Account for the Site and Facilities leased herein and the Commission shall cause said balance as it actually exists on said November 30th, to be transferred by the Trustee to the Sinking Fund Account, and the final rental payment due by the Lessee shall be only in an amount which, together with the funds in said Sinking Fund Account, will pay in full all of the principal, interest and premium on all of said Public Building Commission of Chicago Building Revenue Bonds, Series A of 1986 and all of the Commission's administrative expenses and all other accrued and unpaid expenses relating to said project, and if thereafter any balance remains in the Sinking Fund Account it shall be paid to Lessee.

Section 4. The Commission will (at the time of the execution and delivery of this Lease to the Commission) cause to be deposited with the Continental Illinois National Bank and Trust Company of Chicago, as Escrowee, a quitclaim deed from the Public Building Commission of Chicago to the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, conveying the Site hereinabove legally described, said deed to be delivered by said Escrowee to the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and this Lease to terminate, upon receipt of a certificate signed by the Secretary and Treasurer of the Public Building Commission of Chicago certifying to the fact that the Trustee has executed proper instruments acknowledge that the obligations of the Commission under the Bond Resolution have been discharged and satisfied in accordance with the provisions of Section

18.1 of the Bond Resolution and all administrative expenses of the Commission and all other accrued and unpaid expenses with respect to said revenue bond issue have been paid in full or provision for their payment has been made.

Section 5. Prior to or upon the execution of this Lease, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois shall adopt proceedings demanding and requesting the City Council of the City of Chicago to provide by ordinance for the levy and collection of a direct annual tax upon all taxable property within the boundaries of Community College District No. 508 sufficient to pay the rent payable under this Lease, as and when the same becomes due and payable, and after this Lease has been duly executed, the Board of Trustees of Community College District No. 508 shall file in the Offices of the County Clerks of Cook and Du Page Counties, Illinois, a certified copy of this Lease as so executed and a certified copy of said tax levying ordinance, which certified copies shall constitute the authority for said County Clerks to extend the taxes annually necessary to pay the rent payable under this Lease as and when the same becomes due and payable, without limitation as to rate or amount, and in addition to and in excess of all other taxes to be levied by or on behalf of the Board of Trustees of Community College District No. 508. The funds realized by the Board of Trustees of Community College District No. 508 from such tax levies shall not be disbursed for any purpose other than providing for the payment of the rent reserved in this Lease. Prior to the delivery of any of the Bonds, the Lessee agrees to enter into an escrow agreement approved by the Lessor providing, among other things, for the deposit of the funds realized from such tax levies into an escrow account to be maintained by the escrow agent designated in such escrow agreement. Moneys held in such escrow account for the purpose of paying the rentals reserved under this Lease shall be paid to the Trustee designated under the Bond Resolution on or before the due dates of such rental payments.

Section 6. The Board of Trustees of Community College District No. 508, as Lessee, shall operate and maintain the Facilities and undertake the cost of such operation and maintenance. The Board of Trustees of Community College District No. 508 shall use and keep the Facilities repaired and maintained in strict compliance with the recommendations of the Architect-Engineer or building management firm or technical staff employed by the Commission to inspect the facilities during each even numbered year (commencing in 1990) as required by the Bond Resolution. Technical staff shall mean those persons who are in the regular employ of the Public Building Commission, who are knowledgeable and experienced in matters pertaining to the maintenance and care of properties, and who are designated by the Commission to make such inspection and to file with the Commission their recommendations and conclusions as to the adequacy of the care and maintenance of the Facilities by the Board of Trustees of Community College District No. 508, as Lessee. The Board of Trustees of Community College District No. 508, as Lessee, shall provide services, including, but not to the exclusion of other items not specified, water, heat, light, electricity, air conditioning, repairs, replacements, janitor, cleaning and caretaking services, all at the expense of the Board of Trustees of Community College District No. 508 and without right of reimbursement from the Commission therefor; and it will observe and perform all of the applicable terms and conditions contained in the Act, in the Bond Resolution, and the Lease covering the Site and Facilities.

Section 7. The costs of operation and maintenance of the Facilities, as required hereinabove in Section 6, shall be included each year in the annual budget of the Board of Trustees of Community College District No. 508 to be prepared annually during the term of this Lease and the Board of Trustees of Community College District No. 508 shall adopt proceedings demanding and requesting the City Council of the City of Chicago to provide by ordinance for the levy and collection of direct annual taxes sufficient to pay such costs of operation and maintenance of the Facilities as is required of the Lessee under the terms of this Lease and the Bond Resolution and such taxes shall be levied and collected annually in like manner with the other taxes of the Board of Trustees of Community College District No. 508.

Section 8. If the Commission by resolution determines that sufficient funds are not available to complete the constructing and equipping of the Facilities, or any part thereof, and that it will be necessary to issue additional bonds pursuant to Article 12 of the Bond Resolution, and the Lessee fails or refuses promptly to enter into a supplemental lease to increase the rent provided for herein by an amount sufficient to pay the principal of and interest on said additional bonds and provide for the levy of taxes necessary to pay such increase in the rent, then the Commission shall cause the Facilities to be completed with such modifications and eliminations as may be required by such lack of funds and in such manner as may be specified by the Architect-Engineer or Architect-Engineers then acting under the provisions of the Bond Resolution. However, the terms and conditions of this Lease, including, without limitation, the rent payments hereunder as set forth in Section 3 above, shall remain in full force and effect and continue to remain in full force and effect notwithstanding the fact that any or all of the Leased Premises may be untenable or unsuitable for Lessee's purposes for any reason whatsoever.

Section 9. The Commission will use its best efforts to complete the Facilities or cause the Facilities to be completed at the earliest possible date in accordance with the contracts therefor, provided that the Commission shall not be required to expend any moneys therefor which are not available from the proceeds derived from the sale of the Revenue Bonds as aforesaid and provided, further, that the failure to complete or cause the completion of the Facilities shall not give the Lessee any right to cancel or terminate this Lease or to abate, reduce or make reduction from or offset against any rent payable under this Lease or to fail to perform or observe any of the other covenants or conditions of the Lessee hereunder.

Section 10. The Lessee agrees that if the Lessee is in occupancy of the Facilities during the period of construction, to give full access to and to cooperate with each contractor engaged in constructing or equipping the Facilities and to permit the Commission and its agents at all reasonable times to enter and inspect such rehabilitation, renovation and improvement.

Section 11. The Commission shall have the right during the period of construction of the Facilities to make minor changes in said plans and specifications, pertaining to the Facilities.

Section 12. As provided in this Lease and in the Bond Resolution, the Commission agrees to (i) pay the cost of the premiums for insurance which is provided to be maintained by the Commission under this Lease or which the Commission is obligated to maintain

under the Bond Resolution, and (ii) pay the administrative expenses of the Commission attributable or allocable to the Leased Premises.

Section 13. The Commission shall, prior to the first day of each calendar year during the term of this Lease, file with the Lessee a certified copy of the annual budget of the Commission as required by and provided for in Section 16.1 of the Bond Resolution.

Section 14. The Lessee hereby expressly waives the right to make repairs at the expense of Lessor, which right may be provided for in any statute or law in effect at the time of the execution of this Lease or any statute or law which may thereafter be enacted.

Section 15. The Commission covenants that it will maintain an appropriate policy or policies of insurance against builders' risk during the construction of the Facilities or any portion of the Facilities. The Commission will procure from a responsible insurance company or companies, qualified to assume the risk thereof, such insurance coverage against physical loss or damage to the property, including without limiting the generality of the foregoing, fire and extended coverage, vandalism, malicious mischief, and against other risks as may be deemed necessary or advisable by the Commission, with such exceptions as are ordinarily required by insurers of facilities of similar type, in an amount equal to the full replacement value thereof, as certified by the Architect-Engineer in writing filed with the Commission and the Trustee; provided, however, that the requirement to maintain insurance as hereinabove set forth may be waived by the express agreement of the Lessee in writing approved by the Commission and filed with the Trustee, to assume any and all liability and risks of every kind and nature against physical loss or damage to the Facilities and provided, further, that the waiver of such insurance requirement shall not release, impair or diminish the obligation of the Lessee to pay the annual rentals in the amounts hereunder set forth in Section 3 above. Such policy or policies of insurance as may be obtained by the Commission shall contain a waiver by the insurer of the right of subrogation against the contractor, his or its subcontractors, the architect, engineer, and the Lessee, their respective commissioners, board members, officers, agents and employees. The Commission will not carry insurance of any kind on furniture or furnishings or on any fixtures, equipment, improvements or appurtenances owned by the Lessee or leased by the Lessee from other than the Commission and located in said Facilities; and the Commission shall not be obligated to repair any damage thereto resulting from fire or other casualty or to replace the same if destroyed by fire or other casualty.

All such policies shall be for the benefit of the Commission, shall be made payable to the Commission, and shall be received by the Treasurer and by him forthwith deposited with the Trustee. The Commission shall have the sole right to receive the proceeds of such insurance and to receipt for and settle claims thereunder and shall deposit the same with the Trustee. The proceeds of any and all such insurance shall be held by the Trustee as security for the Bonds issued hereunder until paid out as hereinafter provided.

The Commission covenants that, immediately after any substantial damage to or destruction of any part of the Facilities, it will cause the Architect-Engineer appointed under the Bond Resolution to prepare plans and specifications for repairing, replacing or reconstructing the damaged or destroyed property (either in accordance with the original

or a different design) and an estimate of the cost thereof, and to file copies of such estimate with the Trustee and the Lessee.

The proceeds of all insurance referred to in this Section 15 received by the Trustee during the construction and equipping of said Facilities shall be held by the Trustee, credited to the Construction Account, and shall be available for and disbursed by the Trustee in the manner and on the showings provided in Section 7.4 under the Bond Resolution for payments from the Construction Account. The proceeds of all insurance referred to in this Section 15 received by the Trustee after the construction and equipping of the Facilities has been fully completed, shall be credited by the Trustee to a special account which is hereby created and designated "Public Building Commission of Chicago, Building and Facilities (Series A of 1986) Insurance Account" (hereinafter referred to as the "Insurance Account"), and said proceeds shall be available for, and shall to the extent necessary be applied to, the repair, replacement, or reconstruction of the damaged or destroyed property, and shall be disbursed by check of the Trustee in the manner and upon the showings so far as reasonably applicable, provided in Section 7.4 under the Bond Resolution for payments from the Construction Account. The Trustee shall not be liable for disbursement so made. If such proceeds are more than sufficient for such purpose, the balance remaining shall be by order of the Board deposited by the Trustee to the credit of the Surplus Account. If such proceeds shall be insufficient for such purpose, then the deficiency shall be supplied by the Commission from any moneys available for that purpose in the Surplus Account under the Bond Resolution.

The Commission covenants that, in the case of any substantial damage to or destruction of any part of the Facilities, it will cause the Facilities to be renewed, replaced or reconstructed to the extent possible from the proceeds of insurance and other moneys available for such purpose, and that it will forthwith commence and diligently proceed with such renewal, replacement or reconstruction of the damaged or destroyed property according to plans and specifications prepared or approved by the Architect-Engineer.

The proceeds of any such insurance not applied within eighteen months after their receipt by the Commission to renewing, replacing or reconstructing the damaged or destroyed property (unless it has been prevented from so doing because of conditions beyond its control) shall be credited by the Trustee upon order of the Commission to the Sinking Fund Account under the Bond Resolution.

Section 16. The Commission covenants that it will at all times carry or cause to be carried with a responsible insurance company or companies qualified to assume the risk thereof:

(A) Such worker's compensation or employers' liability insurance, covering its employees, as may be deemed necessary or advisable under law.

(B) Public and other liability insurance of such character and amount (if any) as shall be adequate, in the judgment of the Commission, to insure the Commission against risks (if any) to which it may reasonably be or become subject to in the work of constructing and equipping the Facilities, and in leasing the same, but the Commission shall not be required to maintain any such insurance to the extent such insurance is carried for its benefit by any lessee, licensee or other person operating any of the Facilities or by

contractors. The proceeds of any such insurance not applied directly in settlement of such liability shall be promptly deposited with the Trustee and by it credited to the Administrative Expense Account in case of risks to which the Commission is subject in operation, and credited to the Construction Account or Insurance Account, as the case may be, in case of risks to which it is subject in the constructing and equipping of the Facilities.

(C) All officers and employees of the Commission authorized to receive or retain the custody of money or to sign vouchers, checks, warrants, or evidences of indebtedness on behalf of the Commission, shall be bonded for the faithful performance of their duties and the faithful accounting of all moneys and other property that may come into their hands, in an amount to be fixed and in a form to be approved by the Commission.

All policies of insurance required by this Section 16 shall name as the insured parties thereunder the Commission, the Architect-Engineer, and the Lessee, as their interests may appear.

Section 17. All insurance provided under Sections 15 and 16 above shall provide for fifteen days prior written notice to the Commission and the Trustee of the cancellation or material modification of any such insurance, and shall further provide that, as to the interest of the Commission, such insurance shall not be altered or impaired by any act or omission of anyone other than the Commission.

Within 90 days after the date of the delivery of the Revenue Bonds referred to in the Bond Resolution, and within the first three months of each subsequent fiscal year the Commission shall file with the Lessee and the Trustee a schedule of all insurance policies referred to in Sections 15 and 16 which are then in effect, stating with respect to each policy the name of the insurer, the amount, number and expiration date, and the hazards and risks covered thereby. All such insurance policies shall be open to the inspection of the Trustee, the Lessee, the Bondholders and their agents and representatives.

The Commission will maintain and keep proper books of record and accounts separate from all other records and accounts, in which shall be made full and correct entries of all transactions relating to the Facilities. Not later than 120 days after the close of each fiscal year, the Commission will cause an annual audit of its books, records and accounts for the preceding fiscal year to be made by an Independent Public Accountant and will mail copy of such audit report to the Trustee and the Lessee. Such books, records and accounts shall be open for inspection to the Trustee and the Lessee at all reasonable times.

No portion of the funds paid by the Lessee to the Commission shall be used for any purpose inconsistent with the conditions of the Bond Resolution and this Lease.

Section 18. This Lease shall be deemed and construed to be a net lease, noncancellable by the Lessee during the term hereof, and the Lessee shall pay, subject only to the provisions of Section 8.3(c)(6) of the Bond Resolution and Section 3 of this Lease, to the Commission absolutely net throughout the term of this Lease the rent and all other payments required hereunder, free of any deductions, without abatement, deduction or setoff for any reason or cause whatsoever including, without limiting the generality of the foregoing.

(i) the failure, from whatsoever cause, to complete the Facilities or the failure from whatsoever cause of the Facilities to comply in any respect or respects with said plans and specification;

(ii) the failure to complete the Facilities, at or before the beginning of the term of this Lease;

(iii) any damage to or destruction of the Leased Premises or any part thereof, or any delay, interruption or prevention from any cause whatsoever of the use or occupancy of the Leased Premises or any part thereof, and whether or not resulting from any act of God or the public enemy, or from any restriction or requirement of law, ordinance, rule or regulation of any public body or authority, State or Federal, having jurisdiction in the premises (whether such restrictions or requirements relate to the use or occupancy of any or all of the Leased Premises or the quality, character or condition of any or all of the Leased Premises, structures, improvements and equipment thereon or therein, or otherwise);

(iv) any failure of or any defect in the Commission's title to the Leased Premises whether or not such failure or defect interferes with, prevents or renders burdensome the use or occupancy of the Leased Premises or any part thereof;

(v) any failure in whole or in part of the Commission to obtain and maintain the insurance which is provided to be maintained by the Commission under this Lease;

(vi) any failure in whole or in part of the Commission to perform all or any of its other obligations, expressed or implied, to or for the benefit of the Lessee, whether such obligations are provided for in this Lease, result from operation of law, or are provided for in or result from some other contract or agreement at any time or from time to time entered into between the Commission and the Lessee.

Section 19. The leasehold rights, duties and obligations of the Lessee under this Lease shall not be assigned or sublet in whole or in part during the term of this Lease or while any Revenue Bonds of the Commission relating to any or all of the Leased Premises are outstanding and unpaid, unless provision has been made for the payment thereof and the obligations of the Commission under the Bond Resolution have been discharged in accordance with the provisions of Section 18.1 of the Bond Resolution, except the Lessee may sublease all or part of the space leased by it if the Commission agrees to such sublease and if such sublease is permitted by law.

Section 20. Any notice or any demand required or permitted hereunder or by the Resolution shall be served in the following manner:

(A) By delivering a duly executed copy thereof to the Secretary of the Commission, if the Commission is being served or to the Secretary of the Lessee, if the Lessee is being served; or

(B) By depositing a duly executed copy thereof in the United States mails, by registered or certified mail, duly addressed to the Commission or the Lessee, as the case may be.

Service by such mailing shall be deemed sufficient if addressed to the Commission or the Lessee, as the case may be, at such address as the Commission or the Lessee may have last furnished the Trustee in writing and until a different address shall be so furnished, by mailing the same as aforesaid, addressed, as the case may be, as follows:

Public Building Commission of Chicago
Attention: Secretary
Room 705, Richard J. Daley Center
Chicago, Illinois 60602

Board of Trustees of
Community College District No. 508
Attention: Secretary
30 East Lake Street
Chicago, Illinois 60601

Section 21. This Lease shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns and shall also inure to the benefit of the holders of any of the Revenue Bonds of the Commission referred to herein, as their interests may appear.

Section 22. In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

Section 23. All words and phrases defined in the Bond Resolution shall have the same meaning in this Lease.

Section 24. This Lease has been executed in several counterparts, each of which may be considered as an original.

In Witness Whereof, the Public Building Commission of Chicago, by its Chairman, and the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, by its Chairman, have each caused their respective names to be signed to this instrument and their respective seals to be affixed and attested thereto by their duly authorized officers, the day and year first above written.

[Signature forms omitted for printing purposes.]

AUTHORITY GRANTED FOR ISSUANCE OF GENERAL
OBLIGATION TENDER NOTES, SERIES 1986D.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, providing for the issuance of General Obligation Tender Notes, Series 1986D, in the amount of \$125,340,000.00.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Beavers, Humes, Hutchinson, Vrdolyak, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Giles, Cullerton, Laurino, Pucinski, Natarus, Hansen, Orbach, Schulter, Orr, Stone -- 38.

Nays -- None.

The following is said ordinance as passed:

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

WHEREAS, The City has determined that it is desirable and in the public interest of the City to issue notes of the City to finance current cash requirements of the City; and

WHEREAS, It is necessary for the City to issue its notes for the purposes hereinafter provided, such borrowing being for a proper public purpose and in the public interest, and the City by virtue of its Constitutional home rule powers and all laws applicable thereto, has the power to issue such notes; now, therefore,

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

SECTION 1. Finding. The City Council, after a public hearing heretofore held on this ordinance by the Committee on Finance of the City Council, pursuant to proper notice having been given thereof, and in accordance with the findings and recommendations of such Committee, hereby finds that all of the recitals contained in the preambles to this ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

SECTION 2. Definitions. The terms defined in this Section shall, for all purposes of this Ordinance, have the meanings herein specified, unless the context clearly requires otherwise:

"Alternate Letter of Credit" shall mean an irrevocable letter, or letters, of credit delivered in accordance with Section 16(c) hereof. Any Alternate Letter of Credit shall be an irrevocable letter of credit, other than the Letter of Credit issued by the Bank and delivered to the Paying Agent concurrently with the original issuance of the Notes, issued

by a commercial bank, the terms of which shall in all material respects be the same as the Letter of Credit, except as to identity of the Bank. On or prior to the date of the delivery of an Alternate Letter of Credit to the Paying Agent, the City shall have obtained (i) written evidence from Moody's, if the Notes are rated by Moody's, and S. & P., if the Notes are rated by S. & P., in each case to the effect that such rating agency has reviewed the proposed Alternate Letter of Credit and that the substitution of the proposed Alternate Letter of Credit for the Letter of Credit will not, by itself, result in a reduction or withdrawal of its ratings on the Notes from those which then prevail, and (ii) an opinion of counsel to the issuer of the Alternate Letter of Credit to the effect that the Alternate Letter of Credit is a valid and binding obligation of such Bank. The Paying Agent may conclusively rely upon a certificate of the Comptroller that the Alternate Letter of Credit is in conformity with the requirements of this Ordinance.

"Authorized Denominations" means (i) with respect to all Notes except Notes of any Series bearing interest at a Fixed Rate, (A) \$100,000 or any integral multiple thereof and (B) \$100,000 or any integral multiple thereof plus \$40,000 and (ii) with respect to Notes of any Series bearing interest at a Fixed Rate, \$5,000 or any integral multiple thereof.

"Bank" shall mean The Mitsubishi Bank, Limited New York Branch, in its capacity as issuer of the Letter of Credit, its successors in such capacity and its assigns and, if a Letter of Credit is issued by a different Bank to secure any additional Series 1986 Notes authorized by Section 3(b)(ii) hereof or if an Alternate Letter of Credit has been issued in accordance with Section 16(c) hereof, "Bank" shall mean the issuer, or issuers, of such Letter or Alternate Letter or Letters, of Credit in its capacity issuing such Letter of Credit or Alternate Letter of Credit, its, or their, successors in such capacity and their assigns. "Principal Office" of the Bank shall mean the principal office of the Bank, which office at the date of the issuance of the initial Letter of Credit is located at One World Trade Center, New York, New York 10048.

"Bond Counsel" shall mean the firm of nationally recognized bond counsel designated by the duly designated Corporation Counsel of the City.

"Business Day" shall mean any day of the year on which banks located in the city, or cities, respectively, in which are located the Principal Offices of the Trustee, the Paying Agent, the Remarketing Agent and the Bank are not required or authorized to remain closed and on which The New York Stock Exchange, Inc. is not closed.

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

"City Council" means the governing body of the City as from time to time constituted.

"Commercial Paper Rate" means the interest rate on the Notes set under Section 3(c)(3).

"Commercial Paper Rate Period" means with respect to any Note, the period (which may be from 1 day to 180 days) determined as provided in Section 3(c)(3).

"Comptroller" shall mean the duly designated Comptroller, any Deputy Comptroller of the City and any person at the time designated to act on behalf of the Comptroller by written certificate furnished by the duly designated Comptroller to the Trustee, the Paying

Agent, the Remarketing Agent and the Bank and filed with the City Clerk of the City. Such certificate may designate one or more alternates.

"Custody Account" means that account established on behalf of the Bank with an agent designated in the Reimbursement Agreement, and initially shall mean that account established by Irving Trust Company on behalf of the Bank.

"Daily Rate" means an interest rate on the Notes set under Section 3(c)(1).

"Determination Date" is defined in Section 3(c)(4).

"Event of Default" shall mean any of the events stated in Section 30 hereof.

"Fixed Rate" means an interest rate on the Notes set under Section 3(c)(4).

"Fixed Rate Period" is defined in Section 3(c)(4).

"Interest Payment Date" is defined in the Notes.

"Interest Period" is defined in the Notes.

"Interest Rate" means the rate on the Notes established pursuant to Section 3(c) hereof.

"Letter of Credit" shall mean the irrevocable letter, or letters of credit issued by the Bank contemporaneously with the original issuance of the Notes or any Series of Notes, except that upon the issuance and delivery of an Alternate Letter of Credit in accordance with Section 16(c) hereof, "Letter of Credit" shall mean such Alternate Letter of Credit. Each Series of additional Notes authorized by Section 3(b)(ii) hereof may be secured by a different Letter of Credit issued by the Bank or by a Letter of Credit issued by a different Bank, all as designated by the City pursuant to the terms of this Ordinance. Any reference to Letter of Credit herein shall be deemed to refer to the Letter of Credit related to such Series of Notes, unless the context shall clearly indicate otherwise. The Paying Agent may conclusively rely upon a certificate of the Comptroller that the Letter of Credit is in conformity with the requirements of this Ordinance.

"Letter of Credit Note" shall mean a note issued pursuant to a Reimbursement Agreement.

"Monthly Rate Evaluation Date" means the fifth day of each month while the Notes of any Series bear interest at a Short Term Rate unless such day is not a Business Day, in which case the Monthly Evaluation Date shall be the following Business Day.

"Moody's" shall mean Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City in its place by notice to the Trustee, Paying Agent and Remarketing Agent.

"Notes" means the notes issued pursuant to this Ordinance.

"Note Fund" shall mean the fund created by Section 13 hereof.

"Note Holder" shall mean the person in whose name any Note is registered. the Trustee, the Paying Agent, the Remarketing Agent and the Bank may be Noteholders.

"Notice by Mail" or "Notice" of any action or condition "by Mail" shall mean a written notice meeting the requirements of this Ordinance mailed by first class mail to the Noteholders, at the addresses shown in the registration books maintained pursuant to Section 8 hereof.

"Opinion of Bond Counsel" means a written opinion of Bond Counsel.

"Ordinance" shall mean this Note Ordinance of the City.

"Outstanding", when used in reference to the Notes, shall mean, as at any particular date, the aggregate of all Notes authenticated and delivered under this Ordinance except:

(a) those cancelled at or prior to such date or delivered to or acquired by the Trustee or the Registrar at or prior to such date for cancellation;

(b) those matured or redeemed Notes which have been presented for payment in accordance with the provisions of this Ordinance; and

(c) those in lieu of or in exchange or substitution for which other Notes shall have been authenticated and delivered pursuant to this Ordinance.

"Paying Agent" shall mean Irving Trust Company, as paying agent under this Ordinance, or any other successor paying agent appointed in accordance with Section 62 hereof. If the Trustee is the Paying Agent, "Principal Office" of the Paying Agent shall mean the principal corporate trust office of the Trustee. If the Trustee is not the Paying Agent, then "Principal Office" shall mean the address given by the Paying Agent in writing to the City, the Trustee, the Bank and the Remarketing Agent.

"Rating Agency" means Moody's or S. & P.

"Record Date" is defined in the Notes.

"Registrar" shall mean the Paying Agent acting in the capacity of registrar under this Ordinance, its successors and their assigns.

"Reimbursement Agreement" shall mean the agreement or agreements between the City and the Bank, pursuant to which the related Letter of Credit is issued by the Bank and delivered to the Paying Agent, and initially shall mean the Reimbursement Agreement entered into pursuant to Section 69 of this Ordinance and any and all modifications, alterations, amendments and supplements thereto. Any reference to Reimbursement Agreement herein shall be deemed to refer to the Reimbursement Agreement related to such Series of Notes, unless the context shall clearly indicate otherwise.

"Remarketing Agent" shall mean the Remarketing Agent designated by the City with respect to the Notes, and initially shall mean the Remarketing Agent appointed in accordance with Section 68 hereof.

"Remarketing Agreement" means the agreement or agreements between the City and the Remarketing Agent entered into pursuant to Section 68 of this Ordinance, and any and all modifications, alterations, amendments and supplements thereto. Any reference to Remarketing Agreement herein shall be deemed to refer to the Remarketing Agreement related to such Series of Notes, unless the context shall clearly indicate otherwise.

"Service Fund" means the fund created pursuant to Section 17 hereof, and held and administered by the Paying Agent.

"Short Term Rate" means a Daily, Weekly or Commercial Paper Rate.

"State" means the State of Illinois.

"S. & P." shall mean Standard & Poor's Corporation, a corporation organized and existing under the laws of the State of New York, its successors and their assigns, and, if any such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S. & P." shall be deemed to refer to any other nationally recognized securities rating agency designated by the City in its place by notice to the Trustee, Paying Agent and Remarketing Agent.

"Supplemental Ordinance" shall mean any ordinance of the City modifying, altering, amending, supplementing or confirming this Ordinance for any purpose, in accordance with the terms hereof.

"Treasurer" shall mean the duly elected Treasurer of the City.

"Trustee" shall mean Continental Illinois National Bank and Trust Company of Chicago, as Trustee under this Ordinance, its successors in trust and their assigns. "Principal Office" of the Trustee shall mean the principal corporate trust office of the Trustee, which office at the date of this Ordinance is located at 30 North LaSalle Street, Chicago, Illinois 60697.

"Weekly Rate" means an interest rate on the Notes set under Section 3(c)(2).

This Ordinance, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- (a) Definitions include both singular and plural.
- (b) Pronouns include both singular and plural and cover all genders.
- (c) Any percentage of Notes, for the purposes of this Ordinance, shall be computed on the basis of the Notes Outstanding at the time the computation is made or is required to be made hereunder.

(d) Headings of sections herein are solely for the convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

SECTION 3. Creation of Notes.

(a) For the purpose of providing moneys to finance current cash requirements of the City, it is hereby declared necessary that the City authorize and issue, and the City hereby authorizes and directs the issuance of, an issue of Notes, entitled to the benefit, protection and security of this Ordinance, in the aggregate principal amount at any one time outstanding of \$125,340,000, subject to the right of the City to issue additional Series 1986 Notes as provided in Clause (b)(ii) of this Section 3, payable as to principal and interest from the sources indicated hereinafter. The Notes shall be designated by the title "City of Chicago General Obligation Tender Notes, Series 1986" (the "Notes"). The Notes shall be dated as provided in Clause (k) of this Section 3.

(b) The Notes shall be issued in various series (each a "Series") as below designated, and in the amounts, maturing, subject to prior redemption upon the terms and conditions as hereinafter set forth, as follows:

(i) Series 1986D (the "Series 1986D Notes"), in the principal amount at any one time outstanding of \$125,340,000, maturing on October 31, 1987;

(ii) Additional Series 1986 Notes may be sold and delivered by the Comptroller, with the approval of the Chairman of the Committee on Finance of the City Council. Such additional Series 1986 Notes may be sold in a single sale or from time to time, provided, that such Notes may be sold only after the City Council has by ordinance (i) determined that the principal proceeds of the Notes are necessary for the purpose of financing the then-current cash flow requirements of the City and (ii) covenanted to levy a direct annual tax (in substantially the form of Section 21(a) hereof) to the extent necessary and in any amount sufficient (calculated at such rate per annum as shall be determined by the City Council) to provide for the reimbursement of the Bank or the payment of principal of and interest on such Notes within one year of the nominal maturity thereof. Said additional Series 1986 Notes shall be issued in an amount or amounts not in excess of the amounts so determined by the City Council to be necessary for the purpose of financing the then-current cash flow requirements of the City. The first Series of such additional Notes shall be designated "Series 1986E Notes" and subsequently issued Series' shall be identified by letters in consecutive alphabetical order; and

(iii) Solely to permit the various Notes of any Series issued hereunder to have varying interest rate determination methods, any Series 1986 Notes issued hereunder may be issued and sold as provided in Section 84 hereof as one or more sub-series, each of which shall be (A) in the principal amount of not less than \$5,000,000, (B) deemed to be a "Series" under this Ordinance only for the purpose of establishing the interest rate determination method for such Notes, and (C) identified by a number following the Series designation from 1 upward (i.e. Series 1986D-1, etc).

(c) Interest Rate Determination Methods.

(1) Daily Rate. When interest on any Series of the Notes is payable at a Daily Rate, the Comptroller will set a Daily Rate on each Business Day. Each Daily Rate will be the minimum rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell the Notes of such Series on the day the rate is set at 100% of their principal amount plus accrued interest. The Daily Rate for any non-Business Day will be the rate for the last day on which a rate was set or, upon the commencement of a period during which the Notes of such Series bear interest at a Daily Rate, the rate established on the first Business Day after the date of such commencement.

If for any reason the Comptroller does not set a Daily Rate on any Business Day or a court holds that the rate set for any day is invalid or unenforceable, the Daily Rate for that day will be the average of 30-day yield evaluations at par of securities, the interest on which is exempt from Federal income taxation, of issuers of commercial paper rated by a Rating Agency in its highest commercial paper rating category. Initially, that rate will be the earliest rate published each day by Munifacts Wire Systems, Inc. The City, acting through its Comptroller, may designate a replacement publisher to the Trustee and the Remarketing Agent. If Munifacts Wire System, Inc. or such replacement publisher does not publish such a commercial paper rate on a day on which a Daily Rate is to be set, the Remarketing Agent will set the Daily Rate at 50% of the interest rate for 30-day taxable commercial paper (prime paper placed through dealers) announced on such day by the Federal Reserve Bank of New York, converted to a coupon-equivalent rate.

(2) Weekly Rate. The Comptroller will set a Weekly Rate on the last Business Day before the commencement of a period during which any Series of the Notes bear interest at a Weekly Rate and each Tuesday thereafter during which interest on the Notes of such Series is to be payable at a Weekly Rate or, if any Tuesday is not a Business Day, on the next succeeding Business Day. Each Weekly Rate will be the minimum rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell the Notes of such Series of the date the rate is set at 100% of their principal amount plus accrued interest.

If for any reason the Comptroller does not set a Weekly Rate or a court holds that any rate set is invalid or unenforceable, the Weekly Rate for that period will be the average of 30-day yield evaluations at par of securities (whether or not actually issued), the interest on which is exempt from Federal income taxation, of at least 20 component issuers selected by the Remarketing Agent, including issuers of commercial paper, project notes, bond anticipation notes and tax anticipation notes, computed by the Remarketing Agent as of the day on which the Comptroller was to have set the Weekly Rate. When the Notes are rated by a Rating Agency in either of its two highest long-term debt rating categories, each component issuer must (a) have outstanding securities rated by a Rating Agency in its highest note or commercial paper rating category, or (b) not have outstanding notes or commercial paper rated by a Rating Agency but have outstanding securities rated by a Rating Agency in either of its two highest long-term debt rating categories. If the notes are rated by both Rating Agencies in a rating category that is lower than its two highest long-term debt rating categories, each component issuer must (a) have outstanding securities rated by one Rating Agency in its note or commercial paper rating categories correlative, in the Remarketing Agent's judgment, to the long-term debt rating category of the Notes or (b) have outstanding securities rated by one Rating Agency in the same long-term debt rating category as the Notes are rated by the Rating Agency and not have any outstanding notes or commercial paper rated by such Rating Agency. The Remarketing Agent may

change the component issuers from time to time in its discretion, subject to the foregoing requirements. If the Notes are not rated by a Rating Agency or the Remarketing Agent does not compute the average mentioned above, the Remarketing Agent will set the weekly rate of 55% of the interest rate for 30-day taxable commercial paper (prime paper placed through dealers) announced by the Federal Reserve Bank of New York on the day on which the Comptroller was to have set the Weekly Rate. Upon delivery to the Trustee of an Opinion of Bond Counsel that such action will not adversely affect the exemption of interest on the Notes of such Series from Federal income taxation, the City, acting through its Comptroller, may designate a new method of setting the Weekly Rate in the event any of the above-described methods of unavailable or unrealistic in the market place.

(3) Commercial Paper Rate.

(i) Determination of Commercial Paper Rate. The Commercial Paper Rate for each Note of a Series bearing interest at a Commercial Paper Rate will be determined by the Comptroller on the first Business Day of each Commercial Paper Rate Period applicable to such Note. Each Commercial Paper Rate will be the minimum rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell such Note on such date at its principal amount.

If for any reason the Comptroller does not set a Commercial Paper Rate for any Commercial Paper Rate Period or a court holds that the rate set for such Commercial Paper Rate Period is invalid or unenforceable, the Commercial Paper Rate for such Note for such Period will be the earliest 30-day, 60-day or 90-day tax-exempt commercial paper rate published each day by Munifacts Wire System, Inc. (or its replacement as provided in Section 3(c)(1)), and representing, as of the date of determination, the average of 30-day (if such Commercial Paper Rate Period is from one to 30 days in length), 60-day (if such Commercial Paper Rate Period is from 31 to 60 days in length) or 90-day (if such Commercial Paper Rate Period is from 61 to 180 days in length), as the case may be, yield evaluations at par of securities, the interest on which is exempt from Federal income taxation, of issuers of commercial paper rated by a Rating Agency in its highest commercial paper rating category. If Munifacts Wire System, Inc. (or its replacement) does not publish a 30-day, 60-day or 90-day tax-exempt commercial paper rate, as the case may be, on the day on which a Commercial Paper Rate is to be set, the Commercial Paper Rate of such Note for such period shall be the applicable percentage of the interest rate (the "Commercial Paper Base Rate") for 30-day, 60-day or 90-day, as the case may be, taxable commercial paper (prime paper placed through dealers) announced by the Federal Reserve Bank of New York on the first Business Day of such Commercial Paper Rate Period as determined on the basis of the table set forth below:

Term of Next Succeeding Commercial Paper Rate Period	Applicable Percentage of Commercial Paper Base Rate
1-30 days	50%
31-60 days	52%
61-180 days	54%

(ii) Determination of Commercial Paper Rate Periods by Comptroller. While the Notes of any Series bear interest at the Commercial Paper Rate, the length of each Commercial

Paper Rate Period (which may be from one to 180 days) for each Note of such Series shall, if the Comptroller's direction pursuant to Section 3(d)(1) so requires, be determined by the Comptroller based upon the Comptroller's judgment that such length will be beneficial to the market for, or the relative yield of, such Note based upon the factors set forth in Section 3(d)(2).

(iii) Determination of Commercial Paper Rate Periods by Remarketing Agent. While the Notes of any Series bear interest at a Commercial Paper Rate as a result of the City's direction pursuant to Section 3(d)(1) the Commercial Paper Rate Period for each Note shall be determined by the Remarketing Agent pursuant to Section 3(d)(1) unless the Comptroller's direction requires to make such determinations, in which event the Comptroller shall make such determination as described in the preceding paragraph.

(iv) Limitations. Notwithstanding the foregoing:

(1) no Commercial Paper Rate Period shall be established for any Series of Notes unless the Letter of Credit securing such Notes terminates no earlier than twenty (20) days after the last day of such Commercial Paper Rate Period;

(2) if the Remarketing Agent or the Comptroller have previously determined that the Notes of any Series are to bear interest at a rate other than the Commercial Paper Rate effective as of a future date, no new Commercial Paper Rate Period shall be established for such Series unless the last day of such Commercial Paper Rate Period occurs on or before the effective date of the change to such other rate; and

(3) if neither the Comptroller nor the Remarketing Agent sets the length of a Commercial Paper Rate Period for any Note of any Series which it is required to do so, a new Commercial Paper Rate Period lasting 30 days (or until the earlier stated maturity of the Notes of such Series) will follow.

(4) Fixed Rate. The Comptroller will set a Fixed Rate for any Series of Notes on date (the "Determination Date") no fewer than 7 nor more than 15 Business Days before the beginning of the period (the "Fixed Rate Period") in which interest on the Notes of any Series will be payable at a Fixed Rate to the maturity of such Series of Notes. The Fixed Rate for any Series will be the minimum rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell the Notes of such Series on the Determination Date at their principal amount plus accrued interest.

If for any reason the Comptroller does not set a Fixed Rate for a Fixed Rate Period or a court holds that the rate set for a Fixed Rate Period is invalid or unenforceable, the rate for the Fixed Rate Period will be determined by the Remarketing Agent and will be the yield shown for "Municipal Bonds (New Issue Scales: Prime Grade GO)" having the same number of years to maturity as the number of 12-month periods in the Fixed Rate Period, as published in the last issue before the Determination Date of the *Salomon Brothers, Inc. Bond Market Roundup*. If that issue does not publish a yield for bonds having such number of years to maturity, the Fixed Rate will be determined by linear interpolation between the yields shown in that issue for bonds having the next shorter and next longer number of years to maturity. If the Fixed Rate Period is six months, the Fixed Rate shall be equal to the yield shown for "Short Term Rates (6 Month: Mig 1 Notes)", in that *Bond Market*

Roundup; if the Fixed Rate Period is longer than six months but less than one year, the Fixed Rate will be determined by linear interpolation between that yield and the yield shown for the next longer maturity under "Municipal Bonds (New Issue Scales: Prime-Grade GO)". If the yields required to determine the Fixed Rate have not been published in the 30 days before the Determination Date, the Remarketing Agent will determine the Fixed Rate as of a date within 30 days before the Determination Date by likewise using or interpolating from its index for prime municipal obligations of the same maturity as the length of the Fixed Rate Period.

(5) The Interest Rate Determination Method for each Series of the Notes upon the initial delivery thereof shall be determined by the Comptroller based upon the Comptroller's judgment that such Method will be beneficial to the market for, or the relative yield of, each Series of Notes based upon the factors set forth in Section 3(d)(2).

If any Series of the Notes is initially delivered bearing interest at a Commercial Paper Rate, the initial Commercial Paper Rate shall be of equal duration for all Notes of any such Series, and from and after the end of the initial Commercial Paper Rate Period such Series of Notes shall bear interest at a Daily Rate unless another Interest Rate Determination Method is designated pursuant to Sections 3(d)(1) or 3(d)(2) for such Series of Notes.

(d) Change in Interest Rate Determination Method.

(1) Change Directed by the City. The City may, acting through the Comptroller, change the method of determining the interest rate on the Notes of any Series by notifying the Paying Agent, Bank and Remarketing Agent at least 20 days prior to the proposed effective date of such change. Such notice shall contain (a) the effective date, (b) the proposed interest rate determination method, (c) if the change is to a Short Term Rate, the first Monthly Rate Evaluation Date, if any, upon which the determinations required pursuant to paragraph (2) below are to be made and whether or not such determinations are to be made by the Remarketing Agent, (d) if the change is to a Commercial Paper Rate, whether the length of the Commercial Paper Rate Periods will be set by the Comptroller or the Remarketing Agent and (e) if the change is to a Fixed Rate, the Determination Date. The notice must be accompanied by an Opinion of Bond Counsel stating that the change is not prohibited by the laws of the State or this Ordinance and will not adversely affect the exemption of interest on the Notes from Federal income taxation. If the Comptroller's notice complies with this paragraph, the interest rate on the Notes of such Series will be payable at the new rate on the effective date specified in the notice until there is another change as provided in this Section.

The Comptroller, upon delivering the opinions of counsel referred to in the preceding paragraph, may (a) make the determinations on each Monthly Rate Evaluation Date pursuant to paragraph (2) below or to cease to make such determinations for a specific or an indefinite period of time, (b) while the Notes of any Series bear interest at a Commercial Paper Rate require the Remarketing Agent to set the length of each Commercial Paper Rate Period pursuant to Section 3(c)(3)(iii) or to cease to do so for a specific or an indefinite period of time or (c) override a determination made by the Remarketing Agent pursuant to paragraph (2) below provided that notice of redemption pursuant to Section 3(e) has not yet been given.

(2) Change Directed by the Remarketing Agent. Unless directed not to do so pursuant to the paragraph (1) above, the Remarketing Agent shall consider on each Monthly Rate Evaluation Date whether the method of determining the interest rate on any Series of the Notes should be changed to a different method of Short Term Rate because in the Remarketing Agent's judgment, conversion to a different Short Term Rate will be beneficial to the market for, or the relative yield of, such Series of Notes. If a change is to be made, the Remarketing Agent will promptly so notify the Paying Agent, the City and the Bank and will specify the effective date of the change. For purposes of this paragraph (2), the Remarketing Agent's determination that a different Short Term Rate will be "beneficial to the market for, or relative yield of, such Series of Notes" shall be based upon (a) the performance of such Series of Notes, measured by market supply and demand and yield, relative to other securities which bear interest at the current rate or the other Short Term Rates or which, in the judgment of the Remarketing Agent, are otherwise comparable to such Series of Notes, or (b) any fact or circumstance relating to such Series of Notes or affecting the market for such Series of Notes or affecting such other comparable securities in a manner which, in the judgment of the Remarketing Agent will affect the market for such Series of Notes, which in any event leads the Remarketing Agent to conclude that such Series of Notes should bear interest at the Short Term Rate specified in such notice. As used in this paragraph (2), "beneficial" means beneficial to the City. The Remarketing Agent may use or not use any inputs and resources it deems appropriate, which may but need not include conversations with the City, and will make its decision based solely upon its judgment. On the effective date specified in such notice, unless a different determination shall have been made by the Remarketing Agent on an intervening Monthly Rate Evaluation Date or by the City pursuant to the paragraph (1) above, the Notes of such Series shall bear interest at the Short Term Rate specified in such notice. The notice must be accompanied by an Opinion of Bond Counsel stating that the change will not adversely affect the exemption of interest on the Notes from Federal income taxation.

The Remarketing Agent will not have any obligation, responsibility or liability of any kind to the Noteholders, the City, the Bank or to any other person with respect to any determination that the Notes of any Series will or will not bear interest at the current or any other Short Term Rate or the Fixed Rate, including but not limited to any omission by the Remarketing Agent to consider any facts or circumstances or any resources or inputs, it being the intent of this Ordinance that the Remarketing Agent may, in its unrestricted judgment, choose to consider no inputs or resources other than its own expertise.

(3) Limitations. Any change in the method of determining interest on the Notes of any Series pursuant to either paragraph (1) or paragraph (2) above must comply with the following:

(i) if a Commercial Paper Rate is then in effect, the effective date of any change must be the day following the last day of the Commercial Paper Rate Period of all Notes of such Series;

(ii) the effective date of all changes must be the first day of a month; and

(iii) no change shall be made in the interest rate determination method at the direction of the City pursuant to Section 3(d)(1) or at the direction of the Remarketing Agent pursuant to 3(d)(2) hereof if the Paying Agent shall receive written notice prior to such change that the Opinion of Bond Counsel required under Section 3(d)(1) or Section 3(d)(2), as the case may be, has been withdrawn. If the Paying Agent shall have sent any notice to the Noteholders regarding a change in rate under Section 3(e) then in the event of such withdrawal of opinion, the Paying Agent shall promptly notify all Noteholders of such withdrawal.

(e) Notice to Noteholders of Change in Interest Rate Determination Method. When a change in the interest rate determination method is to be made as to any Series of Notes, the Paying Agent will notify the Noteholders of such Series by first class mail at least 15 but not more than 60 days before the effective date of the change. The notice will be accompanied by the Opinion of Bond Counsel required by Section 3(d)(1) or Section 3(d)(2), as the case may be. The notice will state:

(1) that the interest rate determination method will be changed and what the new method will be,

(2) the effective date of the new rate,

(3) a description of the new method and the maximum interest rate, that the Remarketing Agent will provide each new rate (and Commercial Paper Rate Period when applicable) upon request and describing how to make such request,

(4) the Interest Payment Dates and Record Dates in the new period,

(5) whether the Noteholders of such Series have a right to tender their Notes during the new period and, if they do, the procedures to follow, and

(6) that a mandatory redemption of the Notes of such Series will result on the effective date of the change as provided in the Notes, all the information required by this Ordinance to be included in a notice of redemption set forth in Section 11, that the owner may waive such redemption and the manner of waiving such redemption.

In addition, if the change is to a Fixed Rate, the notice will state

(1) the Determination Date,

(2) the name of the newspaper in which, and the date on which, the Fixed Rate will be published as provided below,

(3) the end of the Fixed Rate Period, which shall be the maturity date of the Notes of such Series,

(4) any ratings assigned the Notes of such Series by the Rating Agencies effective on the change,

(5) that during the Fixed Rate Period there will be no right to tender the Notes,

(6) the redemption provisions to which the Notes are subject during the Fixed Rate Period, and

(7) that during the Fixed Rate Period Notes may be issued in denominations of \$5,000 or integral multiples of \$5,000.

If the change is to a Fixed Rate, at least 5 Business Days before its effective date the Paying Agent will publish notice of the new rate in a financial newspaper customarily published each business day and generally circulated in the Borough of Manhattan in New York, New York.

In addition, if the change is to a Commercial Paper Rate, the notice will state

(1) during the Commercial Paper Rate Period there will be no right to tender the Notes of such Series,

(2) that on the last day of each Commercial Paper Rate Period the Notes of such Series will be redeemed unless the owner waives such redemption and setting forth the manner of waiving such redemption, and

(3) that no notice of any such redemption will be given to the Noteholder.

(f) Calculation of Interest. The Paying Agent will compute the amount of interest payable on the Notes from the rates supplied to the Paying Agent by the person setting them. The Remarketing Agent will notify the Paying Agent in writing or by telephone promptly confirmed by tested telex by 12:00 Noon, New York City time,

(1) on the first Business Day after a month in which interest on the Notes is payable at a Daily Rate, of the Daily Rate for each day in such month,

(2) on the last Tuesday in each month (or if such Tuesday is not a Business Day, on the next Business Day) in which a Weekly Rate was set in such month, of the Weekly Rate for each day in such month,

(3) on the first Business Day of each Commercial Paper Rate Period, of the length thereof and the Commercial Paper Rate, and

(4) on the first Business Day after a Determination Date, of the Fixed Rate set on that Determination Date.

Using the rates supplied by this notice, the Paying Agent will calculate the interest payable on the Notes. The Remarketing Agent will inform the Paying Agent, Comptroller and Bank orally at the oral request of any of them of any interest rate set by the Comptroller or the Remarketing Agent. The Comptroller will inform the Remarketing Agent of any interest rate set by the Comptroller. The Paying Agent will confirm the effective interest rate by telephone or in writing to any Noteholder who requests it in any manner.

The setting of the rates and the calculation of interest payable on the Notes as provided in this Ordinance will be conclusive and binding on all parties.

(g) The Notes and the certificate of authentication to be executed on the Notes by the Registrar are to be in substantially the form thereof set forth in Exhibit A hereto, with necessary or appropriate variations, omissions and insertions as permitted or required by this Ordinance and provided, further, that in the issuance of any new Note resulting from a tender of a Note, or a portion thereof, which tendered Note has been previously called for redemption, in the preparation of such new Note the Registrar shall insert the redemption date rather than the stated maturity date for such Note.

(h) The Notes shall be subject to redemption at par and accrued interest, if any, prior to the maturity thereof, as follows:

(i) Each Series of Notes bearing interest at a Daily Rate or a Weekly Rate shall be subject to optional redemption by the City on the first day of each month, as a whole and pursuant to the procedures in Section 11 hereof.

(ii) Any Series of the Notes bearing interest at a Fixed Rate shall not be subject to optional redemption by the City.

(iii) All Notes (or if different Letters of Credit are issued in respect of separate Series of Notes, then all Notes of such Series) shall be subject to mandatory redemption by the City at the principal amounts thereof and accrued interest to the date of redemption in the event that the City, the Trustee, the Paying Agent and the Remarketing Agent receive notice from the Bank that the Letter of Credit in respect of such Notes will not be reinstated in accordance with the provisions of the Reimbursement Agreement and the Letter of Credit, or if such parties receive notice from the Bank that an event of default has occurred under the Reimbursement Agreement. If either of such events occur the Notes shall be called for mandatory redemption in accordance with the provisions of clause (b) of Section 11 hereof.

(iv) The Notes are subject to redemption pursuant to the paragraphs in the Notes captioned, "Mandatory Redemption at Beginning of Fixed Rate Period", "Mandatory Redemption on Each Interest Payment Date During Commercial Paper Period" or "Mandatory Redemption Upon a Change in the Method of Determining the Interest Rate on the Notes".

(i) Any Noteholder of a Note bearing interest at a Daily Rate or at a Weekly Rate has the right, subject to the provisions of the second succeeding paragraph, to tender a Note, or a portion thereof, provided that such portion is an Authorized Denomination, for payment and to receive payment therefor, all as provided in the form of the Notes.

The Paying Agent shall deposit in the Custody Account any Notes tendered and not remarketed by the Remarketing Agent and the Registrar shall register any such Notes in the name of the Bank in the books of the Registrar kept pursuant to Section 8 hereof. Such Notes shall not be remarketed unless the Paying Agent shall have received an Opinion of

Bond Counsel stating that such remarketing will not adversely affect the exemption of interest on such Notes from federal income taxation.

If any Event of Default, as defined in Section 30 hereof, has occurred and is continuing, and the Trustee has notified the Paying Agent that it has given Notice by Mail to the Noteholders of a declaration that all the Notes are due and payable as provided in Section 30 hereof, none of the Notes shall be subject to tender prior to the maturity thereof.

Provided that sufficient funds are available on such date of tender for the payment of the principal amount of and accrued interest on any Note, or portion thereof, for which proper notice of tender has been given to the Paying Agent, then whether or not such Note shall have been delivered to the Paying Agent, from and after such date such Note, or such portion thereof, shall cease to bear interest and shall no longer be deemed to be Outstanding hereunder. If (i) the Noteholder has not specified the number of the Note, or portion thereof, for which such notice of tender has been given, (ii) such Noteholder fails to tender such Note, or portion thereof, for which proper notice of tender has been given and (iii) such Noteholder is the owner of Notes of the Series regarding which such notice of tender has been given in excess of the amount for which such tender notice has been given, the Registrar in its absolute discretion is authorized to determine which of such Notes, or portions thereof, of such Series owned by such Noteholder shall be deemed tendered and no longer Outstanding. The Registrar shall give prompt telephonic, telex or telegraphic notice of such determination to such Noteholder, the Paying Agent and the Remarketing Agent; provided, however, that if such notice is by telephone such notice shall be promptly confirmed in writing. Any such determination by the Registrar shall be conclusive and binding on the Paying Agent, Remarketing Agent and such Noteholder and his successors and assigns. The Registrar is authorized to issue a new Note in lieu of such Note as to which tender notice has been received as if such Note had been tendered.

(j) The City, acting through its Comptroller, reserves the right to purchase for cancellation any Note tendered for payment pursuant to clause (i) of Section 3 or to purchase any Note held in the Custody Account, upon notice to the Paying Agent and the Remarketing Agent given by irrevocable telephone, telex or telegraphic communication by the Comptroller not later than 2:00 P.M. on the Business Day preceding such day of purchase stating the principal amount and Series of Notes to be purchased; provided, however, that if such notice is by telephone such notice shall be promptly confirmed in writing by the Comptroller.

Any Notes so purchased for cancellation shall be selected first from Notes on deposit in the Custody Account and thereafter from any Notes as such become available upon tender.

(k) The Notes shall be issuable only as fully registered Notes (registered both as to principal and interest and not registered to "Bearer") in Authorized Denominations. Notes of each Series (i) shall be numbered from 1 consecutively upwards, (ii) shall contain an appropriate prefix to such numbers to identify such Series, and (iii) shall be of a different color than the color of the Notes for any other Series.

The principal of Notes shall be payable to the Noteholders upon presentation and surrender of such Notes as they respectively become due at the Principal Office of the Paying Agent. Interest on Notes shall be paid to the Noteholders on the Interest Payment

Date in immediately available funds in accordance with payment instructions given to the Paying Agent at the time of the registration thereof and in the absence of such instructions shall be paid by check or draft of the Paying Agent mailed to the address of such Noteholder as it appears on the registration books maintained pursuant to Section 8 hereof. Noteholders may direct the Paying Agent to make payment by Federal Reserve Funds check or wire or by deposit to an account of the Noteholder maintained at the Paying Agent. Such payment of interest shall be to the Noteholders of record on the registration books maintained pursuant to Section 8 hereof as of the close of business on the Record Date; except that, if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such default interest shall be paid to the Noteholders in whose name any such Notes (or any Note or Notes issued upon transfer or exchange thereof) are registered at the close of business on the Business Day next preceding the date of payment of such defaulted interest.

All Notes will be dated the date of their authentication.

Interest on the Notes will accrue and be payable during the periods and at the times provided for in the form of the Notes.

SECTION 4. Execution of Notes. Each of the Notes shall be signed and executed on behalf of the City by the facsimile signatures of the Mayor and the City Comptroller and attested by the facsimile signature of its City Clerk, and the corporate seal of the City shall be impressed, printed or lithographed on each Note. The Notes bearing the facsimile signatures of individuals who were at the time of the execution thereof the proper officers of the City shall bind the City notwithstanding that such individuals shall cease to hold such offices prior to the registration, authentication or delivery of such Notes or shall not have held such offices at the dated date of such Notes.

SECTION 5. Delivery and Registration. No Note shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Note a certificate of authentication substantially in the form provided in Exhibit A hereto, executed by the Registrar by manual signature, and such certificate upon any such Note shall be conclusive evidence, and the only evidence that such Note has been duly authenticated, registered and delivered.

SECTION 6. General Obligation. Each Note shall be a direct and general obligation of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources. Each Note shall be payable, both principal and interest, from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose.

The City shall promptly cause to be paid the principal of and interest on each Note issued pursuant to this Ordinance at the place, at the time and in the manner provided herein and in the Notes to the true intent and meaning thereof.

SECTION 7. Lost, Destroyed, Improperly Cancelled or Undelivered Notes. If any Note, whether in temporary or definitive form, is lost (whether by reason of theft or otherwise), destroyed (whether by mutilation, damage, in whole or in part, or otherwise) or improperly cancelled, the Registrar may authenticate a new Note of like Series, date and

denomination and bearing a number not contemporaneously outstanding; provided that (a) in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Registrar and (b) in the case of any lost Note or Note destroyed in whole, there shall be first furnished to the Registrar evidence of such loss or destruction, together with indemnification of the City, the Trustee, the Paying Agent, the Bank, the Remarketing Agent and the Registrar, satisfactory to such Registrar. In the event any lost, destroyed or improperly cancelled Note shall have matured or is about to mature, or has been called for redemption, instead of issuing a duplicate Note, the Registrar shall pay the same without surrender thereof if there shall be first furnished to the Registrar evidence of such loss, destruction or cancellation, together with indemnity, satisfactory to it. Upon the issuance of any substitute Note, the Registrar may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto. The Registrar may charge the Noteholder with the Registrar's reasonable fees and expenses in connection with any transaction described in this Section 7 except for improper cancellation by the Registrar.

If a Note is called for redemption and the City elects to purchase the Note in lieu of redemption as provided in Section 11 and funds are deposited with the Paying Agent sufficient for the purchase, whether or not the Note called for redemption is ever delivered, interest on such Note shall cease to be payable to the prior holder thereof from and after the purchase date, such holder shall cease to be entitled to the benefits or security of this Ordinance and shall have recourse solely to the funds held by the Paying Agent for the purchase of such Note and the Registrar shall not register any further transfer of such Note by such prior holder.

All Notes shall be owned upon the express condition that, to the extent permitted by law, the foregoing provisions are exclusive with respect to the replacement or payment of lost, destroyed or improperly cancelled Notes, notwithstanding any law or statute now existing or hereafter enacted.

SECTION 8. Transfer, Registration and Exchange of Notes. The Registrar shall maintain and keep, at its Principal Office, books for the registration and transfer of Notes, which at all reasonable times shall be open for inspection by the City and the Trustee. The Registrar shall use its best efforts to make all necessary provisions to permit the exchange or registration of transfer of Notes at its Principal Office on the same Business Day on which such Notes are presented to it.

The transfer of any Note shall be registered upon the books of the Registrar at the written request of the Noteholder or his attorney duly authorized in writing, upon surrender thereof at the Principal Office of the Registrar, together with a written instrument of transfer satisfactory to the Registrar duly executed by the Noteholder or his duly authorized attorney and instructions to the Paying Agent as to the method of payment requested.

The City, the Trustee, the Paying Agent, the Registrar and the Remarketing Agent may deem and treat the Noteholder as the absolute owner of such Note, whether such Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on, or the purchase price of, such Note and for all other purposes, and neither the City, the Trustee, the Paying Agent, the Registrar nor the Remarketing Agent shall be

affected by any notice to the contrary. All such payments so made to any such Noteholder shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Notes, upon surrender thereof at the Principal Office of the Registrar may, at the option of the Noteholder, be exchanged for an equal aggregate principal amount of Notes of any authorized denomination of the same Series and bearing interest pursuant to the same Interest Rate Determination Method as all other Notes of such Series.

In all cases in which the privilege of exchanging Notes or registering the transfer of Notes is exercised, the City shall execute and the Registrar shall authenticate and deliver Notes in accordance with the provisions of this Ordinance. For every such exchange or registration of transfer of Notes, whether temporary or definitive, the Registrar may make a charge only in an amount sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, which sum or sums shall be paid by the person requesting such exchange or registration of transfer as a condition precedent to the exercise of the privilege of making such exchange or registration of transfer. During the Fixed Rate Period for any Series of Notes, the Registrar shall not be obligated to make any such exchange or registration of transfer of Notes during the (10) days next preceding the date of the mailing of notice of any proposed redemption of Notes nor shall the Registrar be required to make any exchange or registration of transfer of any Notes called for redemption.

Upon each registration of transfer of a Note bearing interest at a Commercial Paper Rate, the Paying Agent shall give written notice to the transferee that (a) no notices of the length of any Commercial Paper Rate Period or the Commercial Paper Rate borne by his Note during such period will be given to the owner of the Note, but that such information may be obtained, upon request, from the Remarketing Agent and setting forth the manner that such information may be obtained, (b) any Note bearing interest at a Commercial Paper Rate will be redeemed on its Interest Payment Date unless the owner chooses to waive such redemption and setting forth the manner in which such redemption may be waived and (c) that no notice of any such redemption will be given to the Noteholder.

Upon each registration of transfer while the Notes bear interest at a Commercial Paper Rate, or at any time the Paying Agent comes into possession of a Note bearing interest at a Commercial Paper Rate, the Paying Agent prior to any delivery of such Note to a Noteholder will attach, to the extent not already attached, and will make the appropriate insertions in, the Schedule attached to the form of Note in Exhibit A.

SECTION 9. Temporary Notes. Pending the preparation of definitive Notes, the City may execute and the Registrar shall authenticate and deliver temporary Notes. Temporary Notes may be issuable as Notes of any authorized denomination and substantially in the form of the definitive Notes but with omissions, insertions and variations as may be appropriate for temporary Notes, all as may be approved by the City, as evidenced by the execution and delivery thereof. Temporary Notes may contain such reference to any provisions of this Ordinance as may be appropriate. Every temporary Note shall be executed by the City and be authenticated by the Registrar upon the same conditions and in substantially the same manner, and with like effect, as the definitive Notes. As promptly as practicable the City shall execute and shall furnish definitive Notes

and thereupon temporary Notes may be surrendered in exchange therefore without charge at the Principal Office of the Registrar, and the Registrar shall authenticate and deliver in exchange for such temporary Notes a like aggregate principal amount of definitive Notes of authorized denominations. Until so exchanged the temporary Notes shall be entitled to the same benefits under this Ordinance as definitive Notes.

SECTION 10. Cancellation of Notes. All Notes which shall have been surrendered to the Paying Agent for payment or redemption, and all Notes which shall have been surrendered to the Registrar for exchange or registration of transfer, shall be cancelled by the Registrar. The Registrar shall furnish to the City, the Trustee, the Paying Agent, the Bank and the Remarketing Agent, a certificate evidencing such cancellations and specifying such Notes by number.

SECTION 11. Procedure for Redemption and Purchases in Lieu of Redemption. (a) In the event any of the Notes are called for redemption pursuant to subclause (i) of clause (h) of Section 3, and the Paying Agent has received from the City notice of such redemption at least 45 days prior to the designated redemption date, the Paying Agent shall give notice, in the name of the City, of the redemption of such Notes, which shall: (i) specify the Notes to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable (which shall be the Principal Office of the Paying Agent), (ii) if less than all of the Notes are to be redeemed, specify the Series designation of the Notes so to be redeemed, and, if less than all of the Notes of any Series are to be redeemed, specify the particular Notes to be redeemed, identified by number, and the respective principal amounts of such Notes to be so redeemed, (iii) state any condition to such redemption, and (iv) state that on the redemption date, and upon the satisfaction of any such condition, the Notes to be redeemed shall cease to bear interest. Such notice may set forth any additional information relating to such redemption. Such notice shall be given by Mail to the Noteholders so affected at least thirty (30) days prior to the date fixed for redemption, with a copy thereof to the City, the Bank, the Trustee and the Remarketing Agent; provided, however, that failure duly to give such notice by Mail to any particular Noteholder, or any defect therein, shall not affect the validity of any proceedings for the redemption of Notes for which notice has been properly given. Any notice mailed as provided in this paragraph shall be conclusively presumed to have been given, whether or not actually received by the addressee. If a notice of redemption shall be unconditional, or if the conditions of a conditional notice of redemption shall have been satisfied, then, upon presentation and surrender of Notes so called for redemption at the place or places of payment, such Notes shall be redeemed.

(b) In the event any of the Notes are called for redemption pursuant to subclause (iii) of clause (h) of Section 3 hereof, within five Business Days after the receipt by the Paying Agent of the notice to be given by the Bank pursuant to such subclause, the Paying Agent shall give notice, in the name of the City, of the redemption of such Notes, which shall: (i) specify the Notes, or Series of Notes, to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable (which shall be the Principal Office of the Paying Agent), (ii) state any condition to such redemption, and (iii) state that on the redemption date, and upon the satisfaction of any such condition, the Notes, or Series of Notes, to be redeemed shall cease to bear interest. Such notice may set forth additional information relating to such redemption. Unless the Paying Agent shall have received notice from the Bank rescinding the notice given pursuant to subclause (iii)

of clause (h) of Section 3 of this Ordinance, notice shall be given by Mail to the Noteholders not less than five (5) days nor more than ten (10) days prior to the date fixed for redemption, with a copy thereof to the City, the Bank, the Trustee and the Remarketing Agent; provided, however, that failure duly to give such notice by Mail to any particular Noteholder, or any defect therein, shall not affect the validity of any proceedings for the redemption of Notes for which notice has been properly given. If a notice of redemption shall be unconditional, or if the conditions of a conditional notice of redemption shall have been satisfied, then, upon presentation and surrender of Notes so called for redemption at the place or places of payment, such Notes shall be redeemed.

(c) When Notes are called for redemption pursuant to the paragraphs in the Notes captioned, "Mandatory Redemption at Beginning of Fixed Rate Period", "Mandatory Redemption on Each Interest Payment Date During Commercial Paper Period" or "Mandatory Redemption Upon a Change in the Method of Determining the Interest Rate on the Notes", and the Notes provide that they will be redeemed or purchased by the City, the City may direct the purchase of some of or all the Notes called for redemption if it gives a notice to the Paying Agent and the Bank by the day before the redemption date that it wishes the Notes to be purchased, the principal amount of which is specified in the notice. The Paying Agent will purchase Notes called for redemption pursuant to the paragraph in the Notes captioned, "Mandatory Redemption on Each Interest Payment Date During Commercial Paper Period" unless otherwise instructed in writing by the City before the redemption date.

(d) Notes purchased pursuant to tenders as provided in the Notes or in lieu of redemption as provided in the foregoing Section will be offered for sale by the Remarketing Agent as provided in this Section except as follows:

(i) Notes purchased pursuant to a tender after having been called for redemption pursuant to subclause (iii) of clause (h) of Section 3 will be cancelled.

(ii) Notes called for redemption under "Mandatory Redemption Upon a Change in the Method of Determining the Interest Rate" in the Notes may be remarketed before the redemption date only if the buyer receives a copy of the redemption notice.

(iii) Notes deposited in the Custody Account may be remarketed only if the Opinion of Bond Counsel required by the second paragraph of Section 3(i) is provided to the Paying Agent.

(iv) Notes will be offered for sale under this Section during the continuance of an Event of Default or an event which with the passage of time or the giving of notice or both may become an Event of Default only in the sole discretion of the Remarketing Agent.

(e) Any Notes or portions thereof, which have been duly selected for redemption shall be deemed to be paid and shall cease to bear interest on the specified redemption date, if moneys sufficient to pay such Notes are held by the Paying Agent for the benefit of the Noteholders.

SECTION 12. No Partial Redemption of Notes After Default. Anything in this Ordinance to the contrary notwithstanding, if there shall have occurred and be continuing an Event of Default defined in clause (a), (b) or (c) of the first paragraph of Section 30 hereof, there shall be no redemption of less than all of the Notes at the time Outstanding.

SECTION 13. Creation of Note Fund. There is hereby created and established a trust fund to be designated "City of Chicago General Obligation Tender Notes, Series 1986, Note Fund." The Note Fund shall be held by the Trustee on behalf of the City, the Bank, the Noteholders, the Paying Agent, the Registrar and the Trustee as their interests may appear. The Note Fund shall contain a Series 1986D Notes Account, and a separate, segregated account for each additional Series of Notes authorized by and issued under Section 3(b)(ii) hereof.

SECTION 14. Deposits into Note Fund. The City shall deposit into the appropriate account within the Note Fund the moneys pledged under this Ordinance to the reimbursement of the Bank for the payment of the Notes under the Letter of Credit as such moneys become available and in accordance with the provisions of the Reimbursement Agreement. Such moneys shall consist of any funds lawfully available for the purpose of reimbursing the Bank for such payments under the Letter of Credit or for the purpose of paying the principal of and interest on any Series of the Notes, which moneys shall include the proceeds of the collection of the taxes levied, if any, pursuant to either Section 3(b)(ii) or Section 21 hereof.

The City may deposit lawfully available funds into any account of the Note Fund and may use lawfully available funds for the direct reimbursement of the Bank for the payment of Notes under the Letter of Credit or for direct payment to the Paying Agent for the payment of the principal of and interest on the Notes if the Bank fails to honor a proper draw on the Letter of Credit.

SECTION 15. Use of Moneys in the Note Fund. Moneys deposited in the separate accounts within the Note Fund shall be remitted by the Trustee to the Bank in an amount sufficient, to the extent available therein, to reimburse the Bank for any draw under the Letter of Credit in accordance with the provisions of the Letter of Credit and the Reimbursement Agreement.

Any notification by the Bank to the Trustee in respect of prepayment of advances pursuant to the provisions of the Letter of Credit and Reimbursement Agreement shall constitute an authorized instruction to transfer funds to the Bank. If such notice is received by the Trustee prior to 2:00 P.M. the Trustee shall, to the extent sufficient funds are available in the appropriate account of the Note Fund, remit immediately available funds on such day to the Bank.

Moneys on deposit in the Note Fund shall be used to pay principal, interest or a tender or redemption price directly to the Paying Agent only at such time as the Bank has failed to honor a proper draw under the Letter of Credit. In all other events, principal, interest and tender and redemption prices on the Notes shall be paid first from the proceeds of the Letter of Credit, and moneys on deposit in the Note Fund shall be used to reimburse the Bank pursuant to the terms of the Reimbursement Agreement.

In no event shall the Trustee remit any funds in any of the accounts within the Note Fund to the Bank for the purpose of reimbursing the Bank for any draw on the Letter of Credit for the payment of principal or interest on the Notes or for purchase of any note which is not payable from the particular account within the Note Fund or remit any funds in any of the accounts within the Note Fund to the Paying Agent for the purpose of paying principal or interest on the Notes or for the purchase of any Note which is not payable from the particular account within the Note Fund. Payments from such accounts shall be made only to and for purposes for which such accounts have been created and designated.

SECTION 16. Letter of Credit.

(a) The Paying Agent, acting independently of the City but on behalf of and for the benefit of the Noteholders, shall draw moneys under the Letter of Credit in accordance with the terms thereof to make timely payments of principal of the Notes required to be made whether upon stated maturity or upon redemption and interest on the Notes on any Interest Payment Date.

(b) The Paying Agent shall also draw moneys under the Letter of Credit in accordance with the terms thereof to meet the requirements of Section 3(i) and Section 11(c) hereof.

On the date on which any Series of Notes bears interest at the Commercial Paper Rate, and on the first Business Day of each calendar month thereafter while such Series of Notes bears interest at a Commercial Paper Rate and if the amount available to be paid under the Letter of Credit in respect of interest on the Notes is not in excess of 66 days interest on the Notes at the maximum rate of interest permitted to be borne by the Notes pursuant to the provisions of the Reimbursement Agreement, the Paying Agent shall draw under the Letter of Credit an amount which would be sufficient to cause the amount on deposit in the appropriate account of the Service Fund on such day to equal the accrued and unpaid interest on the Series of Notes outstanding on such date bearing interest at the Commercial Paper Rate plus the interest which would accrue on such Series of Notes from such date to and including the first Business Day of the following calendar month if such Series of Notes were outstanding at all times during such period and bore interest at the maximum rate of interest on the Notes permitted by the Reimbursement Agreement.

On the first Business Day of each calendar month after any Series of Notes bears interest at a Fixed Rate and if the amount available to be paid under the Letter of Credit in respect of interest on the Notes is not in excess of 66 days interest on the Notes at the maximum rate of interest permitted to be borne by the Notes pursuant to the provisions of the Reimbursement Agreement, the Paying Agent shall draw under the Letter of Credit an amount which would be sufficient to cause the amount on deposit in the appropriate account of the Service Fund on such day to equal the accrued and unpaid interest on the Series of Notes outstanding on such date bearing interest at the Fixed Rate plus the interest which would accrue on such Series of Notes from such date to and including the first Business Day of the following calendar month if such Series of Notes were outstanding at all times during such period and bore interest at the rate of interest on the Notes.

In the event that any Series of Notes bears interest at the Commercial Paper Rate or at a Fixed Rate and the interest coverage under the Letter of Credit shall exceed interest coverage for 66 days computed at the maximum rate of interest borne by the Notes

pursuant to the provisions of the Reimbursement Agreement, the Paying Agent shall make draws under the Letter of Credit at the times permitted therein to pay accrued and unpaid interest on the Series of Notes bearing interest at such Commercial Paper Rate or Fixed Rate.

(c) The City may, at its election and with the approval of the City Council, deliver to the Paying Agent an Alternate Letter of Credit provided that (i) the conditions precedent to such delivery as specified in the definition of Alternate Letter of Credit are satisfied; (ii) the City shall notify the Trustee, Paying Agent, Remarketing Agent and Bank not less than 30 days prior to the delivery thereof of its intent to deliver an Alternate Letter of Credit; and (iii) the Paying Agent shall give Notice by Mail to Noteholders of the intended delivery of such Alternate Letter of Credit not less than 15 days prior to the delivery of such Alternate Letter of Credit. Upon satisfaction of the preceding provisions the Paying Agent shall accept such Alternate Letter of Credit and promptly surrender the previously held Letter of Credit to the Bank, in accordance with the terms of such Letter of Credit, for cancellation. If any time there shall cease to be any Notes Outstanding hereunder, the Paying Agent shall promptly surrender the Letter of Credit to the Bank, in accordance with the terms of such Letter of Credit, for cancellation. The Paying Agent shall comply with the procedures set forth in the Letter of Credit relating to the termination thereof.

(d) Following the receipt by the Paying Agent and the Remarketing Agent of a Noteholder's notice of intention to tender a Note as provided in clause (i) of Section 3 hereof, the Paying Agent shall, not later than 11:45 A.M., on the day on which such Note is to be tendered as provided in such notice, draw on the Letter of Credit an amount sufficient to pay the principal of and accrued interest on such Note to be tendered or deemed tendered. No later than 1:00 P.M. on the day on which such Note is to be tendered as provided in such notice, the Remarketing Agent shall notify the Paying Agent of the principal amount of the Notes which have been remarketed. No later than 2:00 P.M. on such day the Remarketing Agent shall pick up and pay for the remarketed Notes in immediately available funds, which funds shall be held for the benefit of the Bank. Any Notes not remarketed shall be deposited in the Custody Account until remarketed or purchased by the City pursuant to clause (j) of paragraph 3 hereof.

(e) Upon instructions from the Comptroller or the Trustee, the Paying Agent shall give telex, telegraphic or telephonic notice, such telephonic notice to be promptly confirmed in writing, to the Bank, Trustee, City, Remarketing Agent and the Registrar of any reduction in the amount of the Letter of Credit as a result of the payment or provision for payment of Notes, whether at maturity or upon redemption, or the cancellation of Notes pursuant to clause (j) of Section 3 hereof.

(f) So long as any of the Notes are Outstanding in accordance with the provisions hereof the City covenants to maintain the Letter of Credit in an amount sufficient to make timely payments of the principal of and interest on the Notes when due under the provisions hereof. The amount available to be paid under the Letter of Credit in respect of interest on the Notes shall be determined by the Comptroller and shall not exceed 215 days interest on the Notes at the maximum rate of interest permitted to be borne by the Note pursuant to the provisions of the Reimbursement Agreement.

SECTION 17. Custody of Note Fund; Withdrawal of Moneys. The Trustee shall keep custody of the Note Fund and shall withdraw moneys from the Note Fund only for the purposes and in accordance with the provisions of Sections 15, 20 and 44 hereof. Pending the need for the funds in the Note Fund, the Trustee shall invest such funds in any investments permitted by the Reimbursement Agreement upon the direction of the Treasurer. The income from such investments shall be credited to the particular account within the Note Fund from which the investment was made.

All moneys required to be deposited with or paid to the Trustee for deposit into the Note Fund under any provision hereof, all moneys withdrawn from the Note Fund or drawn under the Letter of Credit and held by the Trustee, and all investments held as a part of the Note Fund, shall be held by the Trustee, in trust for the benefit of the City, the Bank, the Noteholders, the Paying Agent, the Registrar and the Trustee, as their interests may appear.

SECTION 18. Notes Not Presented for Payment. In the event any Notes shall not be presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof or otherwise, if moneys sufficient to pay such Notes are held by the Paying Agent for the benefit of the Noteholders, the Paying Agent shall segregate and hold such moneys in the Service Fund, without liability for interest thereon, for the benefit of Noteholders who shall (except as provided in the following paragraph) thereafter be restricted exclusively to such fund or funds for the satisfaction of any claim of whatever nature on their part under this Ordinance or relating to said Notes.

Any money which the Paying Agent shall segregate and hold in trust for the payment of the principal of or interest on any Note and which shall remain unclaimed for two years after such principal or interest has become due and payable shall, upon the City's, and, so long as the Reimbursement Agreement is in effect, the Bank's, written request to the Paying Agent, be paid to the City. After the payment of such unclaimed moneys to the City, the Noteholder shall thereafter look only to the City for the payment thereof, and all liability of the Trustee, the Paying Agent and the Bank with respect to such moneys shall thereupon cease.

SECTION 19. Creation of Service Fund. Any moneys held by the Paying Agent representing moneys drawn under the Letter of Credit or paid over to the Paying Agent by the Trustee or the City, shall be held in trust by the Paying Agent in a trust account on behalf of the City and the Noteholders, as their interests may appear, and to be designated "City of Chicago General Obligation Tender Notes, Series 1986, Service Fund" (the "Service Fund"). The Service Fund shall contain a Series 1986D Notes Account, and a separate, segregated account for each additional Series of Notes authorized by and issued under to Section (3)(b)(ii) hereof. Moneys shall be deposited in the appropriate account reflecting the Series of Notes for which such moneys were received. The Paying Agent shall keep custody of the Service Fund and shall withdraw money therefrom only for the purpose of paying the principal of and interest on the Notes and for the purpose and in accordance with the provisions of Sections 18 and 20 hereof.

The various accounts contained in the Service Fund shall each contain a Letter of Credit Subaccount and a General Subaccount. All moneys obtained under the Letter of Credit shall be deposited in the Letter of Credit Subaccount of the appropriate account and all

other moneys held in the Service Fund shall be deposited in the General Subaccount of the appropriate account.

The Comptroller is hereby authorized to enter into such agreements with the Trustee providing for the further segregation of moneys held in the Service Fund or the Note Fund into additional subaccounts as may be necessary for carrying out the purposes of this Ordinance.

Pending the need for the funds in the Service Fund, the Paying Agent may invest such funds, at the direction of the Comptroller, in general obligations of, or obligations the principal of and interest on which are fully guaranteed as to timely payment by, the United States of America, which obligations shall have maturities not in excess of thirty (30) days from the date of such investment.

All amounts invested shall mature so as to insure timely payment on the Notes.

SECTION 20. Payment to City. Any moneys remaining in the Note Fund after the right, title and interest of the Trustee, the Paying Agent, the Bank, the Remarketing Agent and the Registrar, as the case may be, and all covenants, agreements and other obligations of the City to the Noteholders shall have ceased, terminated and become void and shall have been satisfied and discharged in accordance with the provisions hereof, shall be paid to the City.

Except as provided in the last paragraph of Section 18 hereof, after all covenants, agreements and obligations of the City to the Noteholders shall have ceased, terminated and become void and shall have been satisfied and discharged in accordance with the provisions hereof, any moneys remaining in the Service Fund shall be paid to the City.

Any moneys remaining in any account of the Note Fund or held by the Trustee or the Paying Agent for a particular series of the Notes shall be paid to the City after the right or title and interest of the Trustee, the Paying Agent, the Bank, the Remarketing Agent and the Registrar, as the case may be, and all covenants, agreements and other obligations of the City to the Noteholders of such series shall have been satisfied and discharged in accordance with the provisions hereof.

The Trustee and the Paying Agent shall be entitled to rely upon notice from or confirmation by each individual entity that its interests have been satisfied in releasing such moneys.

SECTION 21. Levy of Taxes for Reimbursement of the Bank for Drawings to Pay the Series 1986D Notes or for the Payment of the Series 1986D Notes. (a) Unless the Comptroller shall certify to the Bank on or before October 1, 1987, that sufficient funds are legally available and will be used to reimburse the Bank on October 31, 1987 for a drawing or drawings under the Letter of Credit to pay the principal of and interest on the Series 1986D Notes, a tax levy ordinance shall be adopted by the City Council and a certified copy thereof filed with the County Clerks of Cook and Du Page Counties, Illinois, and a certified copy thereof mailed to the bank, or before October 31, 1987, such ordinance to levy an amount sufficient to reimburse the Bank for such drawing or drawings on or before October

31, 1988 or to pay the principal of and interest on the Series 1986D Notes if the Bank has failed to honor a proper draw under the Letter of Credit. If such reimbursement obligation or payment of principal of and interest on the Series 1986D Notes is thereafter paid from any other funds or revenues of the City prior to the extension date for such levy such taxes so levied shall be abated.

The City Treasurer is hereby ordered and directed to deposit the proceeds of any taxes so levied into the Series 1986D Notes Account of the Note Fund in accordance with the terms of the Reimbursement Agreement.

(b) The City Treasurer is hereby ordered and directed to deposit the proceeds of any taxes levied by the City Council in respect of additional Series 1986 Notes authorized by Section 3(b)(ii) hereof into the appropriate account of the Note Fund in accordance with the terms of the Reimbursement Agreement delivered with respect to any Series of such Notes.

SECTION 22. Appropriations. The City shall appropriate amounts sufficient to reimburse the bank at the times and in the amounts as provided in the Reimbursement Agreement and to pay the fees and expenses of the Trustee, Paying Agent, Remarketing Agent and Registrar in a timely manner and the City hereby covenants to take timely action as required by law to carry out the provisions of this Section, but, if for any such year it fails to do so, this Ordinance shall constitute a continuing appropriation ordinance of such amounts without any further action on the part of the City Council.

SECTION 23. Insufficiency of Taxes to Pay Reimbursement Obligations and the Letter of Credit Note. In the event that proceeds of any taxes to be levied as provided hereunder are not available in time to make any payments when due under the Reimbursement Agreement, then the Comptroller and the Treasurer of the City are hereby directed to make such payments in accordance with the Reimbursement Agreement from any other moneys, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in advancement of the collection of the taxes and when the proceeds of such taxes are received such other funds shall be replenished, all to the end that the credit of the City may be preserved by the prompt payment of its obligations under the Reimbursement Agreement and the Letter of Credit Note as the same become due.

The Letter of Credit Note shall be a direct and general obligation of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources. The Letter of Credit Note shall be payable, both principal and interest, from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose.

The City shall promptly cause to be paid its obligations under the Reimbursement Agreement and the Letter of Credit Note at the place, at the time and in the manner provided therein.

In the event a payment is made in accordance with the Reimbursement Agreement as set forth above, the Comptroller shall promptly notify the City Council and set forth the reasons requiring such payment.

SECTION 24. Filing of Ordinance. A copy of this Ordinance, duly certified by the City Clerk, shall be filed with the Bank, the Paying Agent, the Remarketing Agent, the Registrar and the Trustee.

SECTION 25. Disclosure Documents. The Mayor or the City Comptroller are hereby authorized to execute and deliver such disclosure documents with respect to the Notes as they shall deem appropriate on behalf of the City.

SECTION 26. Proceeds of the Notes. The proceeds from the sale of the Notes shall be used as follows:

(a) From the proceeds of the Series 1986D Notes a sum sufficient shall be used to finance the current cash requirements of the City.

(b) The proceeds of any additional Series 1986 Notes authorized by Section 3(b)(ii) hereof shall be deposited in the Corporate Fund and used for the purpose of financing the then-current cash requirements of the City.

SECTION 27. Performance of Covenants. The City shall faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Ordinance, in any and every Note executed, authenticated and delivered hereunder, in the Reimbursement Agreement, in the Letter of Credit Note and the Remarketing Agreement, and in all proceedings pertaining thereto.

SECTION 28. No Transfer of Letter of Credit. The Paying Agent shall not sell, assign or transfer the Letter of Credit except to a successor Paying Agent under this Ordinance and except as provided herein or in the Letter of Credit.

SECTION 29. Arbitrage and Tax Exemption Covenant.

(a) The City covenants for the benefit of the purchasers of the Notes that it will not act so as to cause the proceeds of the Notes, the earnings thereon and any other moneys on deposit in any fund or account maintained in respect of the Notes (whether such moneys were derived from the proceeds of the sale of the Notes or from other sources) to be used in a manner which would cause the Notes to be "arbitrage bonds" within the meaning of Section 103(c)(2) of the Internal Revenue Code of 1954, as amended, or any comparable provision of any successor Internal Revenue Code of the United States of America.

(b) The City covenants and agrees with the purchasers and holders of the Notes from time to time Outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Notes and affects the tax-exempt status of the Notes.

SECTION 30. Events of Default. Each of the following events shall constitute and is referred to in this Ordinance as an "Event of Default":

(a) a failure to pay the principal of the Notes when the same shall become due and payable at maturity, upon redemption or otherwise;

(b) a failure to pay an installment of interest on the Notes upon the day when the same shall become due;

(c) a failure to pay the principal of and accrued interest on any validly tendered Note under the provisions of clause (i) of Section 3 hereof, to the holder thereof upon the same Business Day such Note is tendered;

(d) a failure by the City to maintain the Letter of Credit as provided in this Ordinance; or

(e) a failure by the City to observe and perform any covenant, condition, agreement or provision (other than as specified in clauses (a), (b), (c) or (d) of this Section) contained in the Notes or in this Ordinance on the part of the City to be observed or performed, which failure shall continue for a period of ninety (90) days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the Trustee and the City by Noteholders owning not less than 25% of the principal amounts of Notes then Outstanding.

Upon the occurrence and continuing of any Event of Default described in the immediately preceding paragraph, the Trustee may, and at the written request of Noteholders owning not less than 25% in principal amount of Notes then outstanding, shall, by written notice to the City, the Remarketing Agent, the Paying Agent and the Bank, declare the Notes to be immediately due and payable, whereupon they shall, without further action, become and be immediately due and payable, anything in this Ordinance or in the Notes to the contrary notwithstanding, and the Trustee shall give notice thereof to the City and the Bank, and shall give notice thereof by Mail to all Noteholders owning Outstanding Notes.

SECTION 31. Remedies. Upon the occurrence and continuance of any Event of Default, then and in every such case the Trustee in its discretion may, and upon the written request of the Bank or Noteholders owning not less than 25% in principal amount of the Notes then Outstanding and receipt of indemnity to its satisfaction shall, in its own name and as the Trustee of an express trust:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Noteholders, and require the City or the Bank to carry out any agreements with or for the benefit of the Noteholders and to perform its or their duties under this Ordinance and the Letter of Credit;

(b) bring suit upon the Notes; or

(c) by action or suit at law or in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Noteholders.

In the event that notice of the occurrence and continuance of an Event of Default has been mailed, as provided in Section 30 hereof, the Paying Agent shall assign the Letter of Credit to the Trustee and the Trustee shall pursue all remedies thereunder and hereunder and shall assume all duties of the Paying Agent and Registrar.

SECTION 32. Rescission of Notice of Acceleration; Restoration to Former Position. (a) The provisions of clause (b) of Section 11 are subject to the condition that any rescission and annulment of the consequences of the receipt of notice given pursuant to subclause (iii) of clause (h) of Section 3 hereof may constitute a rescission and annulment of the consequences thereof hereunder only if such notice of mandatory redemption has not have been given by Mail to the Noteholders as provided herein and the Trustee shall have received written notice from the Bank that the Letter of Credit in respect of which the Bank had previously given notice pursuant to subclause (iii) of clause (h) of Section 3 hereof has been reinstated to the amount covered by such Letter of Credit immediately preceding the giving of such notice by the Bank. Prompt notice of such rescission and annulment shall be given, if received by the Paying Agent prior to the notice by Mail to the Noteholders of such mandatory redemption, to the City, the Trustee, the Bank and the Remarketing Agent.

(b) In the event that any proceeding taken by the Trustee to enforce any right under this Ordinance shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then the City, the Trustee, the Bank, the Noteholders, the Paying Agent, the Registrar and the Remarketing Agent respectively, and all rights, remedies and powers of each of such parties shall continue as though no such proceeding had been taken.

SECTION 33. Noteholders' Right to Direct Proceedings. Anything in this Ordinance to the contrary notwithstanding, the Noteholders owning a majority in principal amount of the Notes then Outstanding hereunder shall have the right, by an instrument in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all remedial proceedings available to the Trustee under this Ordinance or exercising any trust or power conferred on the Trustee by this Ordinance.

SECTION 34. Limitation on Noteholders' Right to Institute Proceedings. No Noteholder, in its capacity as such, shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust or power hereunder, or any other remedy hereunder or on said Notes, unless such Noteholder previously shall have given to the Trustee written notice of an Event of Default as hereinabove provided and unless also Noteholders of not less than 25% in principal amount of the Notes then Outstanding shall have made written request of the Trustee so to do, after the right to institute said suit, action or proceeding shall have accrued, and shall have afforded the Trustee a reasonable opportunity to proceed to institute the same in either its or their name, and unless there also shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall not have complied with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the institution of said suit, action or proceeding; it being understood and intended that no one or more of the Noteholders shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Ordinance, or to enforce any right hereunder or under the Notes, except in the manner herein provided, and that all suits, actions and proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Noteholders.

SECTION 35. No Impairment of Right to Enforce Payment. Notwithstanding any other provision in this Ordinance, the right of any Noteholder to receive payment of the principal of and interest on such Note, on or after the respective due dates expressed therein, or to institute suit for the enforcement of any such payment on or after such respective dates shall not be impaired or affected without the consent of such Noteholder.

SECTION 36. Proceedings by Trustee Without Possession of Notes. All rights of action (including the right to file proof of claims) under this Ordinance or under any of the Notes secured hereby which are enforceable by the Trustee may be enforced by it without the possession of any of the Notes, or the production thereof at the trial or other proceedings relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the equal and ratable benefit of the Noteholders, subject to the provisions of this Ordinance.

SECTION 37. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Trustee, the Bank or to Noteholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 38. No Waiver of Remedies. No delay or omission of the Trustee, the Bank or of any Noteholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given hereunder to the Trustee, to the Bank and to the Noteholders, respectively, may be exercised from time to time and as often as may be deemed expedient.

SECTION 39. Application of Moneys. Any moneys received by the Trustee, by any receiver or by any Noteholder pursuant to any right given or action taken under the provisions hereof, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, the Paying Agent or the Registrar, such receiver or Noteholder, shall be deposited in the Note Fund and all moneys so deposited in the Note Fund during the continuance of an Event of Default (other than moneys for the payment of Notes which had matured or otherwise become payable prior to such Event of Default or for the payment of interest due prior to such Event of Default) shall be applied as follows:

(a) Unless the principal of all the Notes shall have been declared due and payable, all such moneys shall be applied (i) first, to the payment to the persons entitled thereto of all installments of interest then due on the Notes, with interest on overdue installments, if lawful, at the rate of six percent per annum, in the order of maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment of interest, then to the payment ratably, according to the amounts due on such installment, and (ii) second, to the payment to the persons entitled thereto of the unpaid principal of any of the Notes which shall have become due (other than Notes called for redemption for the payment of which money is held pursuant to the provisions of the Ordinance) with interest on such Notes at the rate of six percent per annum from the respective dates upon which they became due and, if the amount available shall not be sufficient to pay in full Notes due on any particular date, together

with such interest, then to the payment ratably, according to the amount of principal and interest due on such date, in each case to the persons entitled thereto, without any discrimination or privilege.

(b) If the principal of all the Notes shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Notes, with interest on overdue interest and principal, as provided in clause (a) of this Section 39, without preference or priority of principal over interest or interest over principal, or of any installment of interest over any other installment of interest, or of any Note over any other Note, ratably according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege. If principal and interest on the Notes and all other payments under this Ordinance have been paid, any amounts remaining shall be paid to the Bank, but only to the extent that funds are owed to the Bank as a result of draws on the Letter of Credit.

(c) If the principal of all the Notes shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of clause (b) of Section 32, then, subject to the provisions of clause (b) of this Section 39 which shall be applicable in the event that the principal of all the Notes shall later become due and payable, the moneys shall be applied in accordance with the provisions of clause (a) of this Section.

Whenever moneys are to be applied pursuant to this Section 39, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal and interest to be paid on such date shall cease to accrue. The Trustee shall give notice of the deposit with it of any such moneys and of the fixing of any such date by Mail to all Noteholders owning Outstanding Notes and shall not be required to make payment to any Noteholder until such Note shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

SECTION 40. Severability of Remedies., It is the purpose and intention of this Ordinance to provide rights and remedies to the Trustee, the Bank and the Noteholders which may be lawfully granted, but should any right or remedy herein granted be held to be unlawful, the Trustee, the Bank and the Noteholders shall be entitled, as above set forth, to every other right and remedy provided in this Ordinance and by law.

SECTION 41. Acceptance of Duties. The City hereby appoints Continental Illinois National Bank and Trust Company of Chicago, as Trustee and Irving Trust Company, as Paying Agent and Registrar for the purposes and upon the express terms and conditions set forth herein. The acceptance of the Trustee shall be evidenced by its execution of an acceptance of such trust and the acceptance of the Paying Agent and the Registrar shall be evidenced by its execution of an acceptance of such duties. No implied covenants or obligations shall be read into this Ordinance against the Trustee or the Paying Agent or

the Registrar. The City and the Noteholders by their delivery and acceptance of delivery of any of the Notes agree to the terms set forth in the Ordinance.

SECTION 42. No Responsibility for Recitals. The recitals, statements and representations contained in this Ordinance or in the Notes, save only the Registrar's authentication upon the Notes, shall be taken and construed as made by and on the part of the City, and not by the Trustee or the Paying Agent and Registrar, and the Trustee and the Paying Agent and Registrar do not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

SECTION 43. Limitations on Liability. The Trustee or Paying Agent or Registrar may execute any of the trusts or powers hereof and perform the duties required hereunder by or through attorneys, agents or receivers, and shall be entitled to, and may rely upon, written advice of counsel concerning all matters of trust and duty hereunder, and the Trustee or Paying Agent or Registrar shall not be answerable for the negligence or misconduct of any such attorney or agent selected with reasonable care. Except during the continuance of an Event of Default, the Trustee need perform only those duties that are specifically set forth in this Ordinance and no others. The Trustee shall not be answerable for the exercise of any discretion or power under this Ordinance or for anything whatsoever in the connection with the trust created hereby, except only for its own negligence or bad faith. The Trustee or Paying Agent or Registrar shall not be accountable for the use or application of the proceeds of any of the Notes issued hereunder.

The Registrar and the Paying Agent shall at all times have and perform only such duties as are specifically set forth in this Ordinance, and no implied covenants or obligations shall be read into this Ordinance against the Registrar or the Paying Agent. Neither the Registrar nor the Paying Agent nor any of their respective officers, employees, attorneys or agents shall be liable to the City, any Noteholder, the Remarketing Agent or the Bank for any action taken or omitted to be taken hereunder except for negligence or wilful misconduct provided that this sentence does not extend the duties established by, or limit the exculpatory effect of, any other provision of this Ordinance, and provided further that the Paying Agent and Registrar shall not be liable for any error of judgment made in good faith by an officer of the Paying Agent and Registrar.

SECTION 44. Compensation, Expenses and Advances. The Trustee, the Paying Agent and the Registrar under this Ordinance shall be entitled to reasonable compensation for their services rendered hereunder (not limited by any provision of law in regard to the compensation of the trustee of an express trust) and to reimbursement for their actual out-of-pocket expenses (including the reasonable compensation and the expenses and disbursements of their agents and counsel) reasonably incurred in connection therewith except for such expenses incurred as a result of their negligence or bad faith. The City shall have the right to contest in good faith any fees or expenses of the Trustee, the Paying Agent and the Registrar without creating a default hereunder. If an Event of Default under this Ordinance shall otherwise exist, the Trustee, the Registrar and the Paying Agent shall have, in addition to any other rights hereunder, a claim, prior to the claim of the Noteholders and the Bank, for the payment of their compensation and the reimbursement of their expenses and any advances made by them, as provided in this Section, upon the moneys and obligations in the Note Fund, except for proceeds of drawings under the Letter of Credit and except for moneys or obligations deposited with or paid to the Paying Agent

for the redemption or payment or purchase of tendered Notes which are deemed to have been paid in accordance with the provisions hereof and funds held pursuant to Section 18 hereof.

The Remarketing Agent shall be entitled to compensation and the reimbursement of expenses as provided in the Remarketing Agreement.

SECTION 45. Notice of Events of Default. The Trustee shall not be required to take notice, or be deemed to have notice, of any default or Event of Default under this Ordinance other than an Event of Default under clause (a), (b), (c) or (d) of the first paragraph of Section 30 hereof, unless specifically notified in writing of such default or Event of Default by Noteholders owning at least 25% in principal amount of the Notes then Outstanding.

The Paying Agent shall give telegraphic or telex or telephonic notice to the Trustee, promptly confirmed in writing, of any Event of Default under clause (a) and (b) or, upon having notice thereof, (c) of the first paragraph of Section 30 hereof.

SECTION 46. Several Capacities. Anything in this Ordinance to the contrary notwithstanding, the same entity shall serve as Paying Agent and Registrar and may serve hereunder as the Trustee, the Paying Agent, the Registrar and the Remarketing Agent and in any other combination of such capacities, to the extent permitted by law; provided, however, that any resignation of any of such capacities by any such entity shall require the resignation of such entity from all of such capacities; and provided, further, however, that the Paying Agent, Registrar and Remarketing Agent shall all have their principal offices in the City of New York, New York.

SECTION 47. Good Faith Reliance. The Trustee, the Paying Agent and the Registrar in the absence of bad faith on their part, shall be protected and shall incur no liability in acting upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document or telephonic notice (where authorized by this Ordinance) which it shall believe to be genuine and to have been passed or signed by the proper board, body or person or to have been prepared and furnished pursuant to any of the provisions of this Ordinance, or upon the written opinion of any attorney, engineer, accountant or other expert, and the Trustee, the Paying Agent and the Registrar shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements.

Neither the Trustee, the Registrar, the Paying Agent, nor the Remarketing Agent shall be bound to recognize any person as a Noteholder or to take any action at his request unless his Note shall be deposited with such entity or satisfactory evidence of the ownership of such Note shall be furnished to such entity.

Any request or direction of the City as provided in this Ordinance shall be sufficiently evidenced by, and the Trustee, the Paying Agent and the Registrar may conclusively rely upon, a written instrument from the City signed by its Comptroller. As to any fact or circumstance concerning which the Trustee requests verification, the Trustee, the Paying

Agent and the Registrar may conclusively rely upon a certificate signed by such Comptroller.

SECTION 48. Dealings in Notes and With City. The Trustee, the Bank, the Paying Agent, the Registrar or the Remarketing Agent, in its individual capacity, may buy, sell, own, hold and deal in any of the Notes issued hereunder for its own account or that of any other person, and may join in any action which any Noteholder may be entitled to take with like effect as if it did not act in any capacity hereunder. The Trustee, the Bank, the Paying Agent, the Registrar or the Remarketing Agent, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City and may act as depositary, trustee or agent for any committee or body of Noteholders secured hereby or other obligations of the City as freely as if it did not act in any capacity hereunder.

The City, acting through its Comptroller and Treasurer, may buy, sell, own and hold any of the Notes issued hereunder for its own account; provided, however, that such Notes may only be bought through the Remarketing Agent and provided further however, that such Notes may only be sold or remarketed if the City has received an Opinion of Bond Counsel stating that such sale or remarketing will not adversely affect the exemption of interest on the Notes from Federal income taxation.

SECTION 49. Resignation of Trustee. The Trustee may resign and be discharged of the trusts created by this Ordinance by executing an instrument in writing resigning such trust and specifying the date when such resignation shall take effect, and filing the same with the City, the Paying Agent, the Remarketing Agent and the Bank, not less than forty-five (45) days before the date specified in such instrument when such resignation shall take effect, and by giving notice of such resignation by Mail, not less than three weeks prior to such resignation date, to the Noteholders. Such resignation shall take effect on the day specified in such instrument and notice, but only if a successor Trustee shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor Trustee. If the successor Trustee shall not have been appointed within a period of 90 days following the giving of notice, then the Trustee shall be authorized to petition any court of competent jurisdiction to appoint a successor Trustee as provided in Section 53.

SECTION 50. Removal of Trustee. The Trustee may be removed at any time prior to any Event of Default by the City by filing with the Trustee to be removed, and with the Remarketing Agent and the Bank, an instrument or instruments in writing executed by the City, appointing a successor, or an instrument or instruments in writing, designating a successor and accompanied by an instrument of appointment by the City of such successor. Such removal shall be effective thirty days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Trustee appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder.

SECTION 51. Appointment of Successor Trustee. In case at any time the Trustee shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and *ipso facto* exist in the office of the

Trustee and a successor may be appointed, and in case at any time the Trustee shall resign, then a successor may be appointed by the City, by an instrument authorized by ordinance of the City. After any appointment by the City, it shall cause notice of such appointment to be given to the predecessor Trustee, the successor Trustee, the Paying Agent, Remarketing Agent and the Bank, and to be given by Mail to all Noteholders. Any new Trustee so appointed by the City shall immediately and without further act supersede the predecessor Trustee.

SECTION 52. Qualifications of Successor Trustee. Every successor Trustee (a) shall be a bank or trust company (other than the Bank (i) duly organized under the laws of the United States or any state or territory thereof, (ii) authorized by law to perform all the duties imposed upon it by this Ordinance and the laws of the State, and (iii) capable of meeting its obligations hereunder and (b) shall have a combined capital stock, surplus and undivided profits of at least \$50,000,000.

SECTION 53. Judicial Appointment of Successor Trustee. In case at any time the Trustee shall resign and no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Ordinance prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the retiring Trustee may forthwith apply to a court of competent jurisdiction for the appointment of a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee.

SECTION 54. Acceptance of Trusts by Successor Trustee. Any successor Trustee appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, trusts, duties and obligations of its predecessor in the trust hereunder, with like effect as if originally named Trustee herein. Upon request of such Trustee, such predecessor Trustee and the City shall execute and deliver an instrument transferring to such successor Trustee all the estates, property, rights, powers and trusts hereunder of such predecessor Trustee and, subject to the provisions of Section 46 hereof, such predecessor Trustee shall pay over and deliver to the successor Trustee all moneys and other assets at the time held by it hereunder.

SECTION 55. Successor by Merger or Consolidation. Any corporation into which any Trustee hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Trustee hereunder shall be a party, shall be the successor Trustee under this Ordinance, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Ordinance to the contrary notwithstanding.

SECTION 56. Standard of Care; Action by Trustee. Notwithstanding any other provisions of this Ordinance, the Trustee shall, during the existence of an Event of Default of which the Trustee has actual notice, exercise such of the rights and powers vested in it by this Ordinance and use the same degree of skill and care in their exercise as a prudent person would use and exercise under the circumstances in the conduct of his own affairs; provided, however, that the Trustee shall be under no obligation to take any action in respect of any default or Event of Default hereunder other than an Event of Default under

clause (d) of the first paragraph of Section 30 hereof, or toward the execution or enforcement of any of the trusts hereby created, or to institute, appear in or defend any suit or other proceeding in connection therewith, unless requested in writing so to do by Noteholders of at least 25% in principal amount of the Notes then Outstanding, and, if in its opinion such action may tend to involve it in expense or liability, unless furnished from time to time as often as it may require, with security and indemnity satisfactory to it; but the foregoing proviso is intended only for the protection of the Trustee, and shall not affect any discretion or power given by any provisions of this Ordinance to the Trustee to take action in respect of any default or Event of Default without such notice or request from the Noteholders, or without such security or indemnity. Except during the continuance of an Event of Default, the Trustee need perform only those duties that are specifically set forth in this Ordinance and no others.

SECTION 57. Duties of the Trustee. The Trustee covenants and agrees:

- (a) to keep such books and records as shall be consistent with prudent industry practice, and to make such books and records available for inspection by the City at all reasonable times; and
- (b) to provide such information and reports to the Comptroller and the Bank as shall be reasonably requested in writing by the Comptroller and the Bank.

SECTION 58. Resignation of Paying Agent and Registrar. The Paying Agent and Registrar may resign and be discharged of the duties created by this Ordinance by executing an instrument in writing resigning such duties and specifying the date when such resignation shall take effect, and filing the same with the City, the Trustee, the Remarketing Agent and the Bank, not less than forty-five (45) days before the date specified in such instrument when such resignation shall take effect, and by giving notice of such resignation by Mail, not less than three weeks prior to such resignation date, to the Noteholders. Such resignation shall take effect on the day specified in such instrument and notice, but only if a successor Paying Agent and Registrar shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor Paying Agent and Registrar. If the successor Paying Agent and Registrar shall not have been appointed within a period of 90 days following the giving of notice, then the Paying Agent and Registrar shall be authorized to petition any court of competent jurisdiction to appoint a successor Paying Agent and Registrar as provided in Section 62.

SECTION 59. Removal of Paying Agent and Registrar. The Paying Agent and Registrar may be removed at any time prior to any Event of Default by the City by filing with the Paying Agent and Registrar to be removed, and with the Trustee, Remarketing Agent and the Bank, an instrument or instruments in writing executed by the City, appointing a successor, or an instrument or instruments in writing, designating and accompanied by an instrument of appointment by the City of such successor. Such removal shall be effective thirty days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Paying Agent and Registrar appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder.

SECTION 60. Appointment of Successor Paying Agent and Registrar. In case at any time the Paying Agent and Registrar shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and *ipso facto* exist in the office of the Paying Agent and Registrar and a successor may be appointed, and in case at any time the Paying Agent and Registrar shall resign, then a successor may be appointed by the City, by an instrument authorized by ordinance of the City. After any appointment by the City, it shall cause notice of such appointment to be given to the predecessor Paying Agent and Registrar, the successor Paying Agent and Registrar, the Trustee, the Remarketing Agent and the Bank, and to be given by Mail to all Noteholders. Any new Paying Agent and Registrar so appointed by the City shall immediately and without further act supersede the predecessor Paying Agent and Registrar.

SECTION 61. Qualifications of Successor Paying Agent and Registrar. Every successor Paying Agent and Registrar (a) shall be a commercial bank or trust company (other than the Bank) (i) duly organized under the laws of the United States or any state or territory thereof and (ii) authorized by law to perform all the duties imposed upon it by this Ordinance and the laws of the State, and (b) shall have a combined capital stock, surplus and undivided profits of at least \$50,000,000.

SECTION 62. Judicial Appointment of Successor Paying Agent and Registrar. In case at any time the Paying Agent and the Registrar shall resign and no appointment of a successor Paying Agent and Registrar shall be made pursuant to the foregoing provisions of this Ordinance prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the retiring Paying Agent and Registrar may forthwith apply to a court of competent jurisdiction for the appointment of a successor Paying Agent and Registrar. Such court may thereupon, after such notice, if any, as it may deem proper and prescribed, appoint a successor Paying Agent and Registrar.

SECTION 63. Acceptance of Duties by Successor Paying Agent and Registrar. Any successor Paying Agent and Registrar appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder, and thereupon such successor Paying Agent and Registrar, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named Paying Agent and Registrar herein. Upon request of such Paying Agent and Registrar, such predecessor Paying Agent and Registrar, and the City shall execute and deliver an instrument transferring to such successor Paying Agent and Registrar all the estates, property, rights, powers hereunder of such predecessor Paying Agent and Registrar and, subject to the provisions of Section 44 hereof, such predecessor Paying Agent and Registrar shall pay over and deliver to the successor Paying Agent and Registrar all moneys and other assets at the time held by it hereunder.

SECTION 64. Successor by Merger or Consolidation. Any corporation into which any Paying Agent and Registrar hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Paying Agent and Registrar hereunder shall be a party, shall be the successor Paying Agent and Registrar under this Ordinance, without the execution or filing of any paper or

any further act on the part of the parties hereto, anything in this Ordinance to the contrary notwithstanding.

SECTION 65. Duties of Paying Agent. The Paying Agent (if other than the Trustee) shall notify the Trustee of the location of its Principal Office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Trustee under which such Paying Agent will agree, particularly:

(a) to hold all sums held by it for the payment of the principal of or interest on Notes in trust for the benefit of the Noteholders until such sums shall be paid to such Noteholders or otherwise disposed of as herein provided;

(b) to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the City and the Trustee at all reasonable times; and

(c) provide such information and reports to the Comptroller as shall be reasonably requested in writing by the Comptroller.

SECTION 66. Duties of Registrar. The Registrar (if other than the Trustee) shall notify the Trustee of the location of its Principal Office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Trustee under which such Registrar will agree, particularly:

(a) to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the City and the Trustee at all reasonable times; and

(b) to provide such information and reports to the Comptroller as shall reasonably be requested in writing by the Comptroller.

SECTION 67. Payments by Paying Agent and Registrar. Any provision of this Ordinance to the contrary notwithstanding, the Registrar and the Paying Agent shall never be required to make any payments or purchase any tendered Notes except from funds provided by the Bank, the Trustee, the City or the Remarketing Agent and no provision of this Ordinance shall require the Paying Agent and Registrar to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

SECTION 68. Remarketing Agent. The City hereby approves Salomon Brothers, Incorporated as the initial Remarketing Agent. A Remarketing Agreement in substantially the form attached hereto as Exhibit B is hereby approved in connection with the issuance of the Notes or any Series of Notes and the City officials designated therein are authorized and directed to execute the same.

In the absence of any designated Remarketing Agent, notice to a Remarketing Agent shall not be necessary to a valid tender.

SECTION 69. The Bank. The City hereby approves the Mitsubishi Bank, Limited New York Branch, as the Bank. A Reimbursement Agreement in substantially the form attached hereto as Exhibit C and a Letter of Credit Note in substantially the form attached hereto as Exhibit D are hereby approved in connection with the issuance of the Notes of any Series of Notes and the City officials designated therein are authorized to execute the same.

SECTION 70. Limitations Upon Rights. Notwithstanding any other provision of this Ordinance to the contrary, no right granted to the Trustee, Paying Agent, Remarketing Agent, Registrar or any other entity ever appointed in any capacity under this Ordinance shall ever be construed to grant to such entities, or any of them, any rights with respect to any properties or facilities of the City. The operations of the City are essential to the public Welfare and safety and shall never be subject to any control, supervision or direction of such entities or any of them. Such entities, by their acceptance of the trusts and other obligations created under this Ordinance, hereby assent to the foregoing limitations and agree to be bound thereby for all purposes.

SECTION 71. Note Insurance. The Comptroller is hereby authorized to obtain a policy of note insurance if it is determined by him to be desirable in connection with the marketing and remarketing of the Notes and the Trustee shall be authorized to receive the proceeds of any such policy for application pursuant to the provisions thereof.

SECTION 72. Limitations on Amendments of this Ordinance. This Ordinance shall not be modified or amended in any respect subsequent to the issuance of the Notes except as provided in and in accordance with and subject to the provisions hereof.

SECTION 73. Amendments Without Noteholder Consent. The City may, from time to time and at any time, without the consent of or notice to the Noteholders, but upon notice to, and with the written consent of, the Bank, the Trustee and the Paying Agent amend this Ordinance as follows:

- (a) to cure any formal defect, omission, inconsistency or ambiguity in this Ordinance;
- (b) to grant to or confer or impose upon the Trustee or the Paying Agent for the benefit of the Noteholders any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with this Ordinance as theretofore in effect, provided that no such additional liabilities or duties shall be imposed upon the Trustee or the Paying Agent without its consent;
- (c) to add to the covenants and agreements of, and limitations and restrictions upon the City in this Ordinance other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Ordinance as theretofore in effect;
- (d) to confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by, this Ordinance, or of any moneys, securities or funds;

(e) to authorize a different denomination or denominations of the Notes and to make correlative amendments and modifications to this Ordinance regarding exchangeability of Notes of different denominations, redemptions of portions of Notes of particular denominations and similar amendments and modifications of a technical nature;

(f) to comply with any applicable requirements of the Trust Indenture Act of 1939, as from time to time amended;

(g) to modify, alter, amend or supplement this Ordinance in any other respect which is not materially adverse to the Noteholders or the Bank and which does not involve a change described in clause (i) or (ii) (iii) of Section 74(a) hereof and which, in the judgment of the Trustee (who may rely upon an opinion of Bond Counsel), is not to the material prejudice of the Trustee or the Paying Agent; and

(h) to provide any amendment necessary for uncertificated Notes or coupons and bearer Notes or Notes registered as to principal only.

Before the City shall amend the Ordinance pursuant to this Section, there shall have been delivered to the Trustee and the Paying Agent an opinion of Bond Counsel stating that such amendment is authorized or permitted by this Ordinance complies with the respective terms, thereof, will, upon the adoption thereof, be valid and binding upon the City in accordance with its terms and will not adversely affect the exemption from federal income taxation of interest on the Notes, and the Trustee and the Paying Agent may rely conclusively upon such opinion as to such matters.

SECTION 74. Amendments With Noteholder Consent.

(a) Except for any amendment adopted pursuant to Section 73 hereof, subject to the terms and provisions contained in this Section and not otherwise, the City may, from time to time, with the written consent of the Bank, the Trustee, the Paying Agent and the consent of Noteholders of no less than 60% in aggregate principal amount of the Notes then Outstanding (excluding therefrom any Notes then owned by the City), adopt any Supplemental Ordinance deemed necessary or desirable by the City for the purposes of modifying, altering, amending, supplementing or rescinding, in any particular, any of the terms or provisions contained in this Ordinance; provided, however, that, unless approved in writing by the Bank and the Noteholders of all the Notes then Outstanding, nothing herein contained shall permit, or be construed as permitting, (i) a change in the times, amounts or currency of payment of the principal of or interest on any Outstanding Note, a change in the terms of the purchase thereof by the Paying Agent or the Trustee, or a reduction in the principal amount or redemption price of any Outstanding Note or the rate of interest thereon, or (ii) a preference or priority of any Note or Notes over any other Note or Notes, or (iii) a reduction in the aggregate principal amount of Notes the consent of the Noteholders of which is required for any such amendment.

(b) If at any time the City shall propose to adopt any Supplemental Ordinance for any of the purposes of this Section, the Trustee shall cause the notice of the proposed Supplemental Ordinance to be given by Mail to all Noteholders owning Outstanding Notes. Such notice shall briefly set forth the nature of the proposed Supplemental Ordinance and

shall state that a copy thereof is on file at the office of the Trustee for inspection by all Noteholders.

(c) Within two years after the date of the first mailing of such notice, the City, the Trustee and the Paying Agent may approve such Supplemental Ordinance in substantially the form described in such notice, but only if there shall have first been delivered to the Trustee (i) the required consents, in writing, of Noteholders and the Bank, and (ii) an opinion of Bond Counsel stating that such Supplemental Ordinance is authorized or permitted by this Ordinance, complies with its terms and, upon the execution and delivery thereof, will be valid and binding upon the City in accordance with its terms and will not adversely affect the exemption from federal income taxation of interest on the Notes, and the Trustee and the Paying Agent may rely conclusively upon such opinion as to such matters.

(d) If Noteholders of not less than the percentage of Notes required by this Section shall have consented to and approved the execution and delivery thereof as herein provided, no Noteholder shall have any right to object to the execution and delivery of such Supplemental Ordinance, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner question the propriety of the execution and delivery thereof, or to enjoin or restrain the City of Trustee or the Paying Agent from adopting, executing and delivering the same or from taking any action pursuant to the provisions thereof.

SECTION 75. Effect of Supplemental Ordinance. Upon the execution and delivery of any Supplemental Ordinance pursuant to the provisions of this Ordinance, this Ordinance shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Ordinance of the City, the Trustee, the Paying Agent, the Bank and all Noteholders owning Notes then Outstanding shall thereafter be determined, exercised and enforced under this Ordinance subject in all respects to such modifications and amendments.

SECTION 76. Consent of Bank Required. Anything herein to the contrary notwithstanding, any Supplemental Ordinance under this Ordinance which affects any rights, powers, remedies, agreements or obligations of the Bank under this Ordinance, or requires a revision of the Letter of Credit shall not become effective unless and until the Bank shall have consented to such Supplemental Ordinance. Written notice of any Supplemental Ordinance shall be furnished to the Bank, Moody's and S & P, by the Trustee.

SECTION 77. Parties in Interest. Except as herein otherwise specifically provided, nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City, the Bank, the Paying Agent, the Trustee, the Remarketing Agent, the Registrar and the Noteholders any right, remedy or claim under or by reason of this Ordinance, this Ordinance being intended to be for the sole and exclusive benefit of the City, the Bank, the Paying Agent, the Trustee, the Remarketing Agent, the Registrar and the Noteholders.

The provisions of this Ordinance shall constitute a contract between the City, the Bank, the Paying Agent, the Trustee, the Remarketing Agent, the Registrar and the holders of

the Outstanding Notes, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided, so long as there are any Outstanding Notes.

SECTION 78. Severability. In case any one or more of the provisions of this Ordinance or of the Notes issued hereunder shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Ordinance or such Notes, and this Ordinance and such Notes shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein or therein.

SECTION 79. No Personal Liability of Officials of City. No covenant or agreement contained in the Notes or in this Ordinance shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the City in his individual capacity, and neither the members of the City Council nor any official executing the Notes shall be liable personally on the Notes, the Letter of Credit Note or under the Reimbursement Agreement or be subject to any personal liability or accountability by reason of the issuance of the Notes, the Letter of Credit Note or the execution and delivery of the Reimbursement Agreement.

SECTION 80. Counterparts. This Ordinance may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Ordinance.

SECTION 81. Governing Law. The laws of the State of Illinois shall govern the construction and enforcement of this Ordinance and of all Notes issued hereunder; provided, however, that the administration of the trusts imposed upon the Trustee and the Paying Agent by this Ordinance shall be governed by, and construed in accordance with, the laws of the respective jurisdictions in which the Trustee and the Paying Agent have their Principal Offices.

SECTION 82. Notices. Except as otherwise provided in this Ordinance, all notices, certificates, requests, requisitions or other communications by the City, the Trustee, the Paying Agent, the Registrar, the Remarketing Agent or the Bank pursuant to this Ordinance shall be in writing and shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, addressed as follows: if to the City, at the Comptroller's Office, City Hall, Room 501, 121 North LaSalle Street, Chicago, Illinois 60602, Attention: City Comptroller; if to the Trustee, at 30 North LaSalle Street, Chicago, Illinois 60697, Attention: Corporate Trust Department; if to the Paying Agent, other than with respect to tenders, at One Wall Street, New York, New York 10015, Attention: Corporate Trust Operations and, with respect to tenders, at the address set forth in Exhibit A hereto; if to the Registrar or the Remarketing Agent, at the address designated to the City; and if to the Bank, to the address designated in the Letter of Credit. Any of the foregoing may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder, including without limitation, telephonic, telex or other similar forms of notice.

The City shall promptly give notice of (i) the designation of any new Trustee or Paying Agent, (ii) the termination of the Letter of Credit, (iii) any intention to obtain an Alternate

Letter of Credit as provided in clause (c) of Section 16 hereof, (iv) any proposed amendment to this Ordinance, (v) any amendment to the Letter of Credit, the Reimbursement Agreement (or the Custody Agreement executed in connection therewith), or the Remarketing Agreement which, in the opinion of the City, the Trustee or the Paying Agent, is deemed to be a material change, (vi) any replacement of the Remarketing Agent or (vii) any change in the interest rate determination method hereunder, directly to: Moody's Investors Service, Inc., 99 Church Street, New York, New York 10007, Attention: Municipal Department - Structured Finance Group, and to Standard and Poor's Corporation, 25 Broadway, New York, New York 10004, or to such other address as shall be provided to the City for such notice.

SECTION 83. Business Days and Times.

(a) If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Ordinance, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period after such nominal date.

(b) All times for the making of any payment or the performance of any Act, as provided in this Ordinance, shall mean the local time prevailing in the City of New York, New York.

SECTION 84. Sale and Delivery of the Notes. Each Series of Notes (including additional Series 1986 Notes authorized by Section 3(b)(ii) hereof) shall be sold and delivered to the underwriters and subject to the terms and conditions of a contract of purchase related thereto. Each Series of Notes may be sold separately or in combination with any other Series of Notes from time to time in accordance with the following paragraph. In connection with the offering and delivery of the Notes at separate times, the Comptroller shall be authorized to enter into any additional agreements comparable to any agreement authorized hereunder and to deliver any certificates required of the City in connection with such separate sale.

The sale and delivery of any Series, or combination of Series, of Notes shall be authorized by the Comptroller with the approval of the Chairman of the Committee on Finance of the City Council.

The Registrar shall be authorized to authenticate and deliver each Series of Notes at the initial delivery of such Series upon receipt of the related Letter of Credit and telephonic authorization, to be confirmed in writing, from the Comptroller evidencing that all conditions precedent to the issuance of such Notes as provided in this Ordinance, the related Reimbursement Agreement, the related contract of purchase and the related Remarketing Agreement have been satisfied.

SECTION 85. Repealer. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of the City of Chicago, 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 86. Publication. This Ordinance shall be published by the City Clerk, by causing to be printed in special pamphlet form at least 100 copies hereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance, and this Ordinance shall be in full force and effect from and after its adoption, approval by the Mayor and publication as provided by law.

Exhibit A attached to this ordinance reads as follows:

Exhibit A.

(Form of Note).

A. Forms Generally. The Notes, the Certificate of Authentication and the form of Assignment to be printed on each of the Notes, shall be substantially in the forms set forth in this Exhibit A with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Ordinance and may have such letters, numbers or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of Bond Counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Notes as evidenced by their execution thereof. Any portion of the text of any Notes may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

The definitive Notes shall be printed, lithographed or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing such Notes as evidenced by their execution thereof, but any temporary Note may be typewritten or photocopied or otherwise reproduced.

B. Form of Registered Note.

(Front Side)

REGISTERED
NO.

PRINCIPAL AMOUNT
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

CITY OF CHICAGO

GENERAL OBLIGATION

TENDER NOTE,

SERIES 1986__

Maturity

Date: _____

Redemption Date: _____

Registered Owner:

Principal Amount:

The City of Chicago, Illinois (the "City") hereby acknowledges itself to owe and, for value received, hereby promises to pay to the Registered Owner (named above) or registered assigns (hereinafter the "Noteholder"), on the Maturity Date (identified above), unless this Note shall have been previously called for redemption and payment of the redemption price made or provided for, or if purchased as provided herein and in the Ordinance upon the presentation and surrender hereof as hereinafter set forth, the Principal Amount (stated above) and interest on said Principal Amount from and including the Dated Date (identified above) until payment of said Principal Amount has been made or duly provided for at the rates and on the dates set forth herein. This Note, or a portion hereof, shall be purchased on the demand of the Noteholder as hereinafter described. The principal of this Note is payable at the principal corporate trust office of Irving Trust Company, in New York, New York, or its successors or assigns, as Paying Agent (the "Paying Agent"). The interest so payable on any Interest Payment Date (as herein after defined) will, subject to certain exceptions provided in the Ordinance, be paid to the person in whose name this Note is registered at the close of business on the Record Date (as hereinafter defined) preceding such Interest Payment Date. Interest on this Note is payable by the Paying Agent in the manner provided in the Ordinance.

If an Event of Default (as defined in the Ordinance) has occurred and is continuing and the principal of all the Notes shall have been declared due and payable by Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, or its successors or assigns, as trustee (the "Trustee") and notice thereof mailed to the Noteholders then the principal hereof shall be payable at the principal corporate trust office of the Trustee and the payment of interest hereon shall be made by such Trustee as provided in the Ordinance.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State to exist, to have happened and to have been performed, precedent to and in the execution and delivery of the Ordinance and the issuance of this Note, do exist, have happened and have been performed in regular and due form as required by law.

No covenant or agreement contained in this Note or the Ordinance shall be deemed to be a covenant or agreement of any official, officer, agent or employee of the City in his individual capacity, and neither the officials of the City, nor any official executing this Note, shall be liable personally on this Note or be subject to any personal liability or accountability by reason of the issuance or sale of this Note.

This Note shall not be entitled to any right or benefit under this Ordinance, or be valid or become obligatory for any purpose, until this Note shall have been authenticated by the execution by the Registrar, or its successor as Registrar, of the certificate of authentication inscribed hereon.

In Witness Whereof, the City of Chicago has caused the seal of that City to be imprinted by facsimile hereon and this Note to be signed by the facsimile signatures of its Mayor and City Comptroller and attested by the facsimile signature of the City Clerk.

[Signature forms omitted for printing purposes.]

(Form of Note - Reverse Side)

1. Authorization. This Note is one of the duly authorized General Obligation Tender Notes, Series 1986__, of the City, aggregating_____ Dollars (\$_____) in principal amount (the "Notes"), issued under and pursuant to the Constitution and the City's powers as a home rule unit under Article VII of the Illinois Constitution of 1970, and an ordinance of the City adopted _____, 1986 (the "Ordinance"), for the purpose of providing funds to finance current cash flow requirements of the City.

2. Definitions. Any term used herein as a defined term but not defined herein shall be defined as in the Ordinance.

3. Source of Payments. The City has caused to be delivered to the Paying Agent an irrevocable letter of credit (the "Letter of Credit") of the Mitsubishi Bank, Limited New York Branch (the "Bank"), in its capacity as issuer of the Letter of Credit, its successors in such capacity and its assigns, which Letter of Credit will expire by its terms not earlier than the maturity date of the Notes. The Paying Agent shall be entitled under the Letter of Credit to draw up to (a) an amount sufficient (i) to pay the principal of the Notes, or (ii) to enable the Paying Agent to pay the purchase price or the portion of the purchase price equal to the principal amount of the Notes delivered to it for purchase or purchased in lieu of redemption and not remarketed, plus (b) an amount equal to not less than sixty-five (65) nor more than two hundred fifteen (215) days' accrued interest on the outstanding Notes (i) to pay interest on the Notes or (ii) to enable the Paying Agent to pay the portion of purchase price of the notes delivered to it equal to the accrued interest, if any, on such Notes. The City may, upon the conditions specified in the Ordinance, provide for the delivery to the Paying Agent of an Alternate Letter of Credit.

This Note, and the issue of which it is a part, shall be direct and general obligations of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources and each such Note shall be payable from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose.

4. Interest Rate. Interest on this Note will be paid at a Daily Rate, a Weekly Rate, a Commercial Paper Rate or a Fixed Rate as selected by the City and in certain cases the Remarketing Agent (as hereinafter defined) and as determined in accordance with the Ordinance. While there exists an Event of Default under the Ordinance, the interest rate

on the Notes will be the rate of six percent (6%) per annum. The City, acting through its Comptroller, or in certain cases, the Remarketing Agent may change the interest rate determination method from time to time. A change in the method will result in redemption of the Notes (see "Redemptions" below).

When interest is payable at a Daily, Weekly or Commercial Paper Rate, it will be computed on the basis of the actual number of days elapsed over a year of 365 days (366 in leap years), and when payable at a Fixed Rate, on the basis of a 360-day year of twelve 30-day months. Interest on overdue principal and, to the extent lawful, on overdue premium and interest will be payable at the rate of six percent (6%) per annum.

5. Interest Payment and Record Dates. Interest will accrue on the unpaid portion of the principal of this note from the last date to which interest was paid, or if no interest has been paid, from the date of the original issuance of the Notes until the entire principal amount of this Note is paid. When Interest is payable at the rate in the first column below, interest accrued during the period (an "Interest Period") shown in the second column will be paid on the date (an "Interest Payment Date") in the third column to holders of record on the date (a "Record Date") in the fourth column:

<u>Rate</u>	<u>Interest Period</u>	<u>Interest Payment Date</u>	<u>Record Date</u>
Daily	Calendar month	Fifth Business Day of the next month	Last Business Day of the month
Weekly	Calendar month	Fifth Business Day of the next month	Last Business Day of the month
Commercial Paper	From 1 to 180 days as deter- mined for each Note pursuant to the Ordinance ("Commercial Paper Rate Period")	Last Day of appli- cable Commercial Paper Rate Period	Last Business Day before Interest Payment Date
Fixed	From any Interest Payment Date in such Fixed Rate Period or the first day of such Period through the next succeeding (i) June 30 or December 31 prior to maturity or (ii) October 30, at the time of maturity of the Notes	Next day	(i) Prior to the maturity of the Notes, the fifteenth day of the month (June or December) before the payment date and (ii) in con- nection with the maturity date of the Notes, October 15, 1987

"Business Day" is defined in the Ordinance. Payment of defaulted interest will be made to holders of record on the fifth-to-last Business Day before payment.

6. Method of Payment. Holders must surrender Notes to the Paying Agent or the Remarketing Agent, as the case may be, to collect principal or the purchase price (see "Tenders" below). Interest will be paid on the Interest Payment Date to the registered holder hereof as of the Record Date in immediately available funds in accordance with payment instructions given to the Paying Agent at the time of the registration thereof and in the absence of such instructions shall be paid by check or draft of the Paying Agent mailed to such holder's registered address. Noteholders may direct the Paying Agent to make payment by Federal Reserve Funds check or wire or by deposit to an account of the Noteholder maintained at the Paying Agent. Principal and interest will be paid in money of the United States that at the time of payment is legal tender for payment of public and private debts or by checks or wire transfers payable in such money. If any payment on the Notes is due on a non-Business Day, it will be made on the next Business Day, and no interest will accrue as a result.

7. Tenders. "Tender" means to require, or the act of requiring, the Paying Agent to purchase a Note at its holder's option under the provisions of this Section 7 at 100% of the principal amount plus interest accrued to the date of purchase.

Daily Rate Tender. When interest on the Notes is payable at a Daily Rate, a holder of a Note may tender the Note by delivering:

(a) a written or telephone notice to the Paying Agent and the Remarketing Agent (see addresses below) by 10:30 A.M., New York City time, on a Business Day, stating the principal amount and Series of the Note and the date (which may be the date the notice is delivered) the Note is to be purchased, and

(b) the Note to the Remarketing Agent (address below) by 12:00 Noon, New York City time, on the date of purchase (see additional requirements below).

Weekly Rate Tender. When interest on the Note is payable at a Weekly Rate, a holder of a Note may tender the Note by delivering:

(a) a written or telephone notice to the Paying Agent and the Remarketing Agent (addresses below) on a Business Day stating the principal amount and Series of the Note and the date, which must be a Business Day at least seven days after the notice is delivered, on which the Note is to be purchased, and

(b) the Note to the Paying Agent by 10:00 A.M., New York City time, on the date of purchase (see additional requirements below).

Payment of Purchase Price. The purchase price for a Note tendered to the Paying Agent will be paid in immediately available funds by the close of business on the date of purchase.

Delivery Addresses; Additional Delivery Requirements. Notices in respect of tenders and Notes tendered must be delivered as follows:

Notices to
Remarketing Agent

Salomon Brothers, Inc.
One New York Plaza
New York, New York 10004-2079
Attn: Municipal Trading
Department
Telephone: 212-747-7250
Telex: 222428 SALBRO UR

Notes and Notices
to Paying Agent

Irving Trust Company
101 Barclay Street
New York, New York 10015
Attn: Corporate Trust
Operations
Telephone: 212-815-2807

Notes to
Remarketing Agent

Salomon Brothers, Inc.
55 Water Street, 29th Floor
New York, New York 10041-0101
Attention: Municipal Cashiering

These addresses may be changed by notice mailed by first class mail to the Noteholders at their registered addresses. All tendered Notes must be accompanied by an instrument of transfer satisfactory to the Paying Agent or Remarketing Agent, executed in blank by the registered owner with the signature guaranteed by a bank, trust company or member firm of the New York Stock Exchange.

No Tenders During Default. No Notes may be tendered during the existence of an Event of Default if the Trustee has notified the Paying Agent that it has given notice by Mail to the Noteholders of a declaration that all the Notes are due and payable.

8. Redemptions. As provided below, the City has the right to purchase Notes in lieu of certain redemptions. By acceptance of this Note, the owner agrees to sell and surrender this Note, properly endorsed, to the City in lieu of redemption under the conditions described below. All redemptions and purchases in lieu of redemption will be made in funds immediately available on the redemption or purchase date and will be at a redemption or purchase price of 100% of the principal amount of the Notes being redeemed or purchased plus interest accrued to the redemption or purchase date, except that interest accruing at a Daily or Weekly Rate will be paid on the Interest Payment Date following the redemption or purchase date. Notes tendered for purchase on a date after a call for redemption but before the redemption date will be purchased pursuant to the tender. No purchase of Notes by the City or advance use of any funds to effectuate any such purchase shall be deemed to be a payment or redemption of the Notes or of any portion thereof and such purchase will not operate to extinguish or discharge the indebtedness evidenced by such Notes.

Optional Redemption During Daily, Weekly or Commercial Paper Rate Period. When interest on the Notes is payable at a Daily or Weekly Rate, the Notes may be redeemed in

whole at the option of the City on the first day of each month. The Notes are not subject to optional redemption during any Commercial Paper Rate Period but are subject to mandatory redemption during any such Period as provided in the second succeeding paragraph.

Mandatory Redemption at Beginning of Fixed Rate Period. When the Notes are to bear interest at a Fixed Rate, the Notes will be redeemed or purchased by the City in lieu of redemption on the effective date of the Fixed Rate. Noteholders may waive this redemption as provided below.

Mandatory Redemption on Each Interest Payment Date During Commercial Paper Rate Period. When Notes bear interest at a Commercial Paper Rate, each Note will be redeemed or purchased by the City in lieu of redemption on the Interest Payment Date of such Note. If Notes are scheduled to be redeemed under the following paragraph, the Notes will be called under, and redemption will be governed by, that paragraph and not this paragraph. Noteholders may waive this provision as provided below.

Mandatory Redemption Upon a Change in the Method of Determining the Interest Rate on the Notes. On the effective date of the change in the method of determining the interest rate on the Notes (the four methods being Daily, Weekly, Commercial Paper or Fixed Rates) the Notes will be redeemed or purchased by the City in lieu of redemption on the effective date of such change. Owners of Notes may waive this redemption as provided below.

Waiver of Redemption. To waive redemption pursuant to one of the foregoing three paragraphs, Noteholders must deliver the Notes with respect to which such waiver is made to the Paying Agent at its address under "Tenders" above by the sixth-to-last Business Day before the redemption date (or on the first Business Day of any Commercial Paper Rate Period which is shorter than six Business Days) accompanied by an instrument executed by the owner (1) directing the City and the Paying Agent not to redeem such Notes (or the portion thereof specified therein), (2) agreeing not to sell such Notes or portion thereof prior to the redemption date (3) agreeing not to exercise any tender applicable to such Notes prior to the redemption date, (4) acknowledging that such waiver is irrevocable and (5) when applicable, acknowledging that a current right to tender the Notes will not be available after the redemption date.

If the Notes are being redeemed due to a change in the method of determining interest to a Commercial Paper Rate,

(1) the waiver must also direct the City and the Paying Agent not to redeem such Notes for any subsequent Commercial Paper Rate Period established between the date of such waiver and the effective date of the change, and

(2) if the Remarketing Agent notifies the Paying Agent that the Notes are to be sold on the condition that the Noteholder designates an agent to hold such Notes on the owner's behalf for as long as the Notes bear interest at a Commercial Paper Rate, then the waiver must contain a direction by the Noteholder to deliver such Notes to such agent on the effective date of the change.

Any waiver of redemption shall be irrevocable and any right to tender such Note shall not be exercisable by the owner once the waiver has been given. A waiver shall bind any subsequent owner of such Note or any Note delivered in substitution therefor. Also the failure by the owner timely to waive any redemption shall be binding on any subsequent owner of such Note or any Note delivered in substitution therefor.

Notwithstanding the foregoing, no waiver may be made with respect to any Note if the City has directed (or the Ordinance requires) that such Note be redeemed and canceled.

Any Note received by the Paying Agent pursuant to a waiver shall be held in safekeeping for its owner and shall be returned to such owner (or his agent) on the redemption date.

No Optional Redemption During Fixed Rate Period. When the interest on the Notes is payable at a Fixed Rate, the Notes are not subject to redemption at the option of the City.

Mandatory Redemption for Failure to Reinstate the Letter of Credit or for an Event of Default under the Reimbursement Agreement. All Notes shall be subject to mandatory redemption by the City at the principal amounts thereof and accrued interest to the date of redemption in the event that the City, the Trustee, the Paying Agent and the Remarketing Agent receive notice from the Bank that the Letter of Credit in respect of such Notes will not be reinstated in accordance with the provisions of the Reimbursement Agreement and the Letter of Credit, or if such parties receive notice from the Bank that an event of default has occurred under the Reimbursement Agreement.

Notice of Redemption. At least 30 days before each optional redemption described in Section 8 hereof, the Trustee will mail a notice of redemption by Mail to each Noteholder at the holder's registered address. Notice of other redemptions shall be given as provided in the Ordinance. Failure to give any required notice of redemption as to any particular Notes will not affect the validity of the call for redemption of any Notes in respect of which no failure occurs. Any notice mailed as provided in this paragraph will be conclusively presumed to have been given whether or not actually received by the addressee.

Effect of Notice of Redemption. When notice of redemption is required and given, and when Notes are to be redeemed without notice, Notes called for redemption become due and payable on the redemption date at the applicable redemption price, subject to the City's right to purchase Notes as provided above; in such case when funds are deposited with the Paying Agent sufficient for redemption or for purchase, interest on the Notes to be redeemed or purchased ceases to accrue as of the date of redemption or purchase.

9. Denominations; Transfer; Exchange. The Notes are in registered form without coupons in denominations of (A) \$100,000 or any integral multiple thereof or (B) \$100,000 or any integral multiple thereof plus \$40,000, except that when interest is payable at a Fixed Rate Notes may be in denominations of \$5,000 or integral multiples thereof. A holder may transfer or exchange Notes in accordance with the Ordinance. The Registrar may require a holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Ordinance. The Notes may be exchanged at the principal office of the Registrar upon the terms set forth in the Ordinance.

10. Persons Deemed Owners. The registered holder of this Note may be treated as the owner of it for all purposes.

11. Unclaimed Money. If money for the payment of principal, interest or purchase price remains unclaimed for two years, the Paying Agent will pay the money to or for the account of the City. After that, holders entitled to the money must look only to the City and not to the Paying Agent or the Issuer of the Letter of Credit for payment unless an abandoned property law designates another person.

12. Amendment and Supplement, Waiver. Subject to certain exceptions, the Ordinance may be amended or supplemented, with the consent of the holders of 60% in aggregate principal amount of the Notes. Without the consent of any Noteholder, the City may amend or supplement the Ordinance as described in the Ordinance, to cure any ambiguity, omission, defect or inconsistency, to provide for uncertificated Notes in addition to or in place of certificated Notes, or to make any change that does not materially adversely affect the rights of any Noteholder.

13. Defaults and Remedies. The Ordinance provides that the occurrences of certain events constitute Events of Default. If an Event of Default occurs and is continuing, the Trustee, may and at the written request of the holders of at least 25% in principal amount of the Notes, shall declare the principal of all the Notes to be due and payable immediately. An Event of Default and its consequences may be waived as provided in the Ordinance. Noteholders may not enforce the Ordinance or the Notes except as provided in the Ordinance. The Trustee may refuse to enforce the Ordinance or the Notes unless it receives indemnity satisfactory to it. Subject to certain limitations, holders of a majority in principal amount of the Notes may direct the Trustee in its exercise of any trust or power.

14. No Recourse Against Others. A member, director, officer or employee, as such, of the City shall not have any liability for any obligations of the City under the Notes or the Ordinance or for any claim based on such obligations or their creation. Each Noteholder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Note.

15. Authentication. This Note shall not be valid until the Registrar signs the certificate of authentication on the other side of this Note.

16. Abbreviations. Customary abbreviations may be used in the name of a Noteholder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

[Form of Assignment]

I or we assign and transfer to

Insert social security or other
identifying number of assignee

[_____]

[_____]

(Print or type name, address and zip code of assignee)

this Note and irrevocably appoint _____ agent
to transfer this Note on the books of the City. The Agent may substitute another to act for
him.

Dated: _____

Signed: _____

(Sign exactly as name appears on the other side of this Note)

Signature guaranteed: _____

[Form Of Schedule To Be Attached To Notes Only When
Notes Bear Interest At Commercial Rate]

Commercial Paper Rates And Periods.

Beginning of Commercial Rate Period	End of Commercial Paper Rate Period (Mandatory Redemption Date)	Current Commercial Paper Rate	Signature of Paying Agent
_____:	_____:	_____:	_____
_____:	_____:	_____:	_____
_____:	_____:	_____:	_____
_____:	_____:	_____:	_____

AUTHORITY GRANTED FOR SUBMISSION OF URBAN
DEVELOPMENT ACTION GRANT APPLICATION
FOR 732 SOUTH FINANCIAL PLACE
PROJECT.

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

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

WHEREAS, 732 South Financial Place Associates Limited Partnership has proposed to acquire and renovate an 8-story, 171,000 square foot building to provide 90 loft-office spaces, approximately 21,000 square foot of retail space and 20 indoor parking spaces, located at 732 South Financial Place, Chicago, Illinois; and

WHEREAS, The proposed project is expected to create 240 new, permanent jobs; and

WHEREAS, The City of Chicago through its Department of Planning desires to apply for an Urban Development Action Grant in an amount not to exceed \$1,250,000 to be used along with private funds in the amount of \$10,750,000 to implement and complete the proposed project; now, therefore,

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

SECTION 1. The Mayor is hereby authorized to submit to the United States Department of Housing and Urban Development on behalf of the City of Chicago, an application for an Urban Development Action Grant in an amount not to exceed \$1,250,000 for partial funding of the 732 South Financial Place Redevelopment Project.

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

SECTION 3. In the event the application is approved, the Commissioner of Planning is hereby authorized to enter into and execute on behalf of the City of Chicago, an Urban Development Action Grant Agreement with the Department of Housing and Urban Development and any amendments thereto, for the partial funding of the 732 South Financial Place Redevelopment Project.

SECTION 4. This ordinance shall be effective by and from the date of its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Beavers, Humes, Hutchinson, Vrdolyak, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Giles, Cullerton, Laurino, Pucinski, Natarus, Hansen, Orbach, Schuler, Orr, Stone -- 38.

Nays -- None.

AUTHORITY GRANTED FOR SUBMISSION OF URBAN
DEVELOPMENT ACTION GRANT APPLICATION
FOR COBBLER SQUARE PHASE II PROJECT.

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

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

WHEREAS, Cobbler Wells Associates Limited Partnership has proposed to acquire approximately 45,500 square feet of land to construct 6,500 square feet of commercial space and approximately 269 residential units with parking spaces for 140-150 cars, located at 1422-1438 North Wells Street, Chicago, Illinois; and

WHEREAS, The proposed project is expected to create 50 new, permanent jobs; and

WHEREAS, The City of Chicago through its Department of Planning desires to apply for an Urban Development Action Grant in an amount not to exceed \$2,800,000 to be used along with private funds in the amount of \$19,492,000 to implement and complete the proposed project; now, therefore,

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

SECTION 1. The Mayor is hereby authorized to submit to the United States Department of Housing and Urban Development on behalf of the City of Chicago, an application for an Urban Development Action Grant in an amount not to exceed \$2,800,000 for partial funding of the Cobbler Square Phase II Project (1422-1438 North Wells Street).

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

SECTION 3. In the event the application is approved, the Commissioner of Planning is hereby authorized to enter into and execute on behalf of the City of Chicago, an Urban Development Action Grant Agreement with the Department of Housing and Urban Development and any amendments thereto, for the partial funding of the Cobbler Square Phase II Project (1422-1438 North Wells Street).

SECTION 4. This ordinance shall be effective by and from the date of its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Beavers, Humes, Hutchinson, Vrdolyak, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Giles, Cullerton, Laurino, Pucinski, Natarus, Hansen, Orbach, Schuler, Orr, Stone -- 38.

Nays -- None.

AUTHORITY GRANTED FOR SUBMISSION OF URBAN
DEVELOPMENT ACTION GRANT APPLICATION
FOR 400 NORTH FRANKLIN STREET
(INTERNATIONAL DESIGN
CENTER) PROJECT.

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

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

WHEREAS, Mark IV Development Company, Inc., has proposed to renovate a six-story building and construct six additional floors to provide 250,000 square feet of exhibition/showroom space and 71,300 square feet of retail and office space, located at 400 North Franklin Street, Chicago, Illinois; and

WHEREAS, The proposed project is expected to create 625 new, permanent jobs; and

WHEREAS, The City of Chicago through its Department of Planning desires to apply for an Urban Development Action Grant in an amount not to exceed \$4,400,000 to be used along with private funds in the amount of \$33,845,000 to implement and complete the proposed project; now, therefore,

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

SECTION 1. The Mayor is hereby authorized to submit to the United States Department of Housing and Urban Development on behalf of the City of Chicago, an application for an Urban Development Action Grant in an amount not to exceed \$4,400,000 for partial funding of the International Design Center Project (400 North Franklin Street).

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

SECTION 3. In the event that the application is approved, the Commissioner of Planning is hereby authorized to enter into and execute on behalf of the City of Chicago, an

Urban Development Action Grant Agreement with the Department of Housing and Urban Development and any amendments thereto, for the partial funding of the International Design Center Project (400 North Franklin Street).

SECTION 4. This ordinance shall be effective by and from the date of its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Beavers, Humes, Hutchinson, Vrdolyak, Madrzyk, Carter, Langford, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Giles, Cullerton, Laurino, Pucinski, Natarus, Hansen, Orbach, Schuler, Orr, Stone -- 37.

Nays -- None.

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

AUTHORITY GRANTED FOR SUBMISSION OF URBAN
DEVELOPMENT ACTION GRANT APPLICATION
FOR 55TH AND WENTWORTH
DEVELOPMENT PROJECT.

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

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

WHEREAS, Matanky Realty has proposed to purchase and redevelop a 10 acre site located at 55th and Wentworth Avenue to develop a shopping center; and

WHEREAS, The City of Chicago, through the Department of Economic Development has prepared an application for an Urban Development Action Grant in the amount of \$1,000,000 to be used along with private funds to construct a shopping center; now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago is authorized to submit to the United States Department of Housing and Urban Development an application for an Urban Development Action Grant in the amount of \$1,000,000 for the 55th and Wentworth Development Project.

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

SECTION 3. That upon the approval of the above application by the Secretary of the United States Department of Housing and Urban Development, the Mayor of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, an Urban Development Action Grant Agreement by and between the City of Chicago and the United States Department of Housing and Urban Development for the partial funding of the Project.

SECTION 4. That this ordinance shall be effective by and from the date of its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Beavers, Humes, Hutchinson, Vrdolyak, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Giles, Cullerton, Laurino, Pucinski, Natarus, Hansen, Orbach, Schuler, Orr, Stone -- 38.

Nays -- None.

AUTHORITY GRANTED FOR AGREEMENT WITH COMMUTER RAIL
DIVISION OF REGIONAL TRANSPORTATION AUTHORITY
(M.E.T.R.A.) FOR PARK-AND-RIDE PROJECT AT
NORTHEAST CORNER OF MONTEREY AND
HALE STREETS.

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

WHEREAS, An evaluation of the need for park-and-ride facilities along commuter and rapid rail lines to relieve neighborhood parking congestion and to provide additional commuter parking space has been prepared by the Chicago Department of Public Works and other participating transit planning agencies; and

WHEREAS, This evaluation resulted in the recommendation for development of park-and-ride facilities along various commuter rail lines, including the Beverly Branch of the Rock Island Railroad, the South Chicago Branch of the Illinois Central Gulf Railroad, the South Shore Railroad, and also along various Chicago Transit Authority rapid rail lines; and

WHEREAS, The Commuter Rail Division of the Regional Transportation Authority, Northeast Illinois Regional Commuter Railroad Corporation (also known as "M.E.T.R.A.")

has funding available for the design/engineering and construction of park-and-ride lots at various locations in the City of Chicago; and

WHEREAS, M.E.T.R.A. will provide the City of Chicago with funding to design and construct a park-and-ride lot with approximately 135 parking spaces, drainage, lighting, directional signage, fencing, a fee collection system, and limited landscaping on vacant, City-owned property located at the northeast corner of Monterey and Hale Streets, due east of the Beverly Rock Island 111th Street Railroad Stations; and

WHEREAS, M.E.T.R.A. desires to enter into an agreement with the City of Chicago, Department of Public Works for the design/engineering and construction of the 111th Street park-and-ride facility, and will provide funding to the City of Chicago in an amount not to exceed \$375,000 to carry out this work; now, therefore,

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

SECTION 1. That the Mayor, and the Commissioner of Public Works, are authorized to enter into and execute, the City Clerk to attest, and the Corporation Counsel to review as to form and legality, on behalf of the City of Chicago, an agreement with the Commuter Rail Division of the Regional Transportation Authority, Northeast Illinois Regional Commuter Railroad Corporation (also known as "M.E.T.R.A.") in an amount not to exceed \$375,000, with no local share required from the City of Chicago, for the design/engineering and construction of a park-and-ride lot on vacant City property due east of the 111th Street Beverly Rock Island Railroad Station in Chicago.

SECTION 2. That the Commissioner of Public Works is authorized to execute amendments to this agreement with M.E.T.R.A.

SECTION 3. That the Commissioner of Public Works is authorized to furnish additional information, and execute assurances or other documents as M.E.T.R.A. may require in connection with this project.

SECTION 4. That the City Council hereby appropriates an amount up to \$375,000 or such amount as may actually be received from M.E.T.R.A.

SECTION 5. That the City Comptroller is directed to disburse these funds as required to carry out this project.

SECTION 6. That the City of Chicago by and through its Commissioner of Public Works is hereby authorized to take any and all action necessary to implement and complete this project.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Beavers, Humes, Hutchinson, Vrdolyak, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Giles, Cullerton, Laurino, Pucinski, Natarus, Hansen, Orbach, Schuler, Orr, Stone -- 38.

Nays -- None.

APPROVAL GIVEN TO SITE SELECTION BY PUBLIC BUILDING
COMMISSION OF CHICAGO FOR MODULAR CLASSROOM
FACILITIES AT FULTON ELEMENTARY SCHOOL.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the approval of the site selected, located and designated by the Public Building Commission of Chicago as a site to be acquired for the construction of modular classroom facilities for the Fulton Elementary School, located at 5300 South Hermitage Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Beavers, Humes, Hutchinson, Vrdolyak, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Giles, Cullerton, Laurino, Pucinski, Natarus, Hansen, Orbach, Schuler, Orr, Stone -- 38.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The Public Building Commission Act of the State of Illinois, approved July 5, 1955, as amended, provides a means for acquiring and funding buildings, improvements and facilities required by local public bodies in rendering essential governmental services; and

WHEREAS, Pursuant to said Act, the City Council of the City of Chicago, on March 28, 1956, by ordinance created the Public Building Commission of Chicago to assist in the acquisition and funding of public buildings, improvements and facilities; and

WHEREAS, On July 12, 1956, the Board of Education of the City of Chicago joined in the organization of the Public Building Commission of Chicago; and

WHEREAS, The Board of Education of the City of Chicago has heretofore participated in a program for the construction of public schools and other educational facilities for the furnishing of essential governmental services in cooperation with the Public Building Commission of Chicago; and

WHEREAS, It is now deemed expedient, necessary and desirable by the Board of Education of the City of Chicago to enlarge and improve educational school facilities by constructing modular classroom additions adjacent to existing elementary schools; and

WHEREAS, By resolution dated May 14, 1986, the Board of Education of the City of Chicago requested that the Public Building Commission of Chicago undertake to plan, fund and construct modular classroom facilities adjacent to Fulton Elementary School; and

WHEREAS, Chapter 122, Article 34, Section 21.1 of the Illinois Revised Statutes grants to the Board of Education of the City of Chicago the authority to lease from the Public Building Commission any real or personal property; and

WHEREAS, The Board of Education will enter into a net lease for the project with the Public Building Commission of Chicago, non-cancellable in any event, under the terms of which the Board of Education will pay such amount of rent as will amortize all costs and expenditures incurred in connection with the project, which costs and expenditures will be financed by the issuance of revenue bonds by the Public Building Commission of Chicago, and the principal and interest on which bonds will be amortized in not more than twenty years; and

WHEREAS, The lease or leases shall contain a provision for the conveyance by the Commission to the City of Chicago, In Trust for the Use of Schools, of the property specified herein at the time all principal and interest on the revenue bonds, if any, issued in connection with the project and the accrued and unpaid expenses of the Commission with respect to the project have been paid in full; and

WHEREAS, In the event that permanent financing for the project undertaken by the Commission at the request of the Board of Education is not consummated for any reason whatsoever, not due to the gross negligence of the Commission, the Board will fully reimburse the Commission for all interim borrowing incurred on behalf of the Board, either from legally available funds or will enter into a lease for such purpose or by a combination thereof, which such reimbursement shall be made, or lease entered into, prior to the maturity of any note evidencing such interim borrowing; and

WHEREAS, The Public Building Commission of Chicago has selected, located and designated the following-described area as a site to be acquired for the development of enlarged elementary school facilities as indicated herein; and

WHEREAS, The subject area is situated wholly within the territorial limits of the City of Chicago, is conveniently located, and is of sufficient size to provide appropriate architectural setting and design; and

WHEREAS, Pursuant to Section 14 of the Public Building Commission Act, the Public Building Commission of Chicago has requested that the City Council of the City of Chicago approve said site so selected, located and designated; now, therefore,

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

SECTION 1. The City Council of the City of Chicago does hereby approve the following-described site, heretofore selected, located and designated by the Public Building Commission of Chicago, as a site to be acquired for construction of modular classroom facilities for the Fulton Elementary School:

BE-64
FULTON ELEMENTARY SCHOOL
5300 SOUTH HERMITAGE AVENUE

Lots 1 to 12, inclusive, the North 1 foot of Lot 13, the North 16 feet of Lot 36, and all of Lots 37 to 48, inclusive, together with all of the vacated alley West of and adjoining said Lots 1 to 12, inclusive, in Block 2 of Hedenberg's Subdivision of the North West quarter of South East quarter, of the South East quarter of Section 7, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. This ordinance shall be effective immediately upon the passage thereof.

AUTHORITY GRANTED FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH DENNIS FONTECHIA (DOING
BUSINESS AS KRAIG CORPORATION)
TO ACQUIRE PROPERTY AT
348 NORTH ASHLAND
AVENUE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a redevelopment agreement with Dennis Fontechia, d/b/a Kraig Corporation, to acquire from Joe Daley and Sons, Incorporated, certain property located at 348 North Ashland Avenue as part of business expansion plans.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Beavers, Humes, Hutchinson, Vrdolyak, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Giles, Cullerton, Laurino, Pucinski, Natarus, Hansen, Orbach, Schuler, Orr, Stone -- 38.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The Chicago Plan for Economic Development ("Plan") 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 Economic Development Commission of the City of Chicago, pursuant to the Chicago Plan for Economic Development and pursuant to resolution dated May 21, 1986 has approved a redevelopment project which obligates the City of Chicago to assist Dennis Fontechia, d/b/a Kraig Corporation, in the acquisition of certain real estate; and

WHEREAS, Dennis Fontechia, d/b/a Kraig Corporation, has executed a contract of sale with Joe Daley & Sons, Incorporated, to acquire certain property located at 348 North Ashland Avenue, Chicago, Illinois 60607 ("Property") as part of its business expansion plans which is expected to result in the additional employment of approximately 36 persons within 36 months after the acquisition; now, therefore,

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

SECTION 1. That the Commissioner of the Department of Economic Development of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, and subject to the approval of the United States Department of Commerce Economic Development Administration, a Redevelopment Agreement which will obligate the City of Chicago to assist Dennis Fontechia, d/b/a/ Kraig Corporation, in the acquisition of the Property, said Agreement to be in substantially the form attached hereto as Exhibit A.

SECTION 2. 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.

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

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

Exhibit A.

Redevelopment Agreement.

This Agreement made as of the _____ day of _____, 1986, 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."), Dennis Fontechia individuals residing at 1506 W. Fulton Street, Chicago, Illinois (collectively, "Purchaser"), Joe Daley & Sons, Inc. with offices at 781 Ceres Avenue, Los Angeles, California ("Seller"), and Kraig Corporation, an _____ with offices at 1506 W. Fulton Street, Chicago, Illinois 60607 (tenant):

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 9, 1986 ("Sale Contract"), on the sale and purchase of that certain realty commonly known as 348 North Ashland Avenue, Chicago, Illinois 60607 ("Property") for the total amount of \$230,000.00 which Purchaser will acquire in order to expand its current manufacturing and die casting business operations ("Project"); and

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

Whereas, The Economic Development Commission, pursuant to the Chicago Plan for Economic Development, by resolution dated May 21, 1986, approved Purchaser's request; and

Whereas, Purchaser has represented that the Project will result in the retention of 29 permanent jobs, and create an estimated 36 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 spotted survey completed prior to the closing.

Section III. Redevelopment Plan.

Purchaser shall (i) prepare the Property for expansion of its current use as a manufacturing and die casting facility of approximately 19,220 square feet; (ii) develop plans and specifications for the expansion in conformity with all applicable state and local laws and regulations; (iii) use the property in accordance with applicable zoning laws; and (iv) complete the aforesaid expansion no later than _____.

Section IV. Employment.

Developer shall use its best efforts to increase its total employment to approximately 65 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 _____.

(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.

Purchaser shall complete or cause to be completed the Redevelopment Plan described in Section III no later than _____.

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) Neither Purchaser nor Kraig Corporation as tenant shall close or abandon the Property for a period of five years after disbursement of funds under this Agreement;

(c) Notwithstanding anything herein to the contrary, a total cessation of Kraig Corporation (tenant) business or a sale of Kraig Corporation assets to an independent party will not be deemed a violation of this Section X provided that the business operations of Kraig Corporation (or its successor interest) remain on the Property or at another site within the City of Chicago.

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 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 after the closing of the Sale Contract, 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 City shall give written notice thereof to the Purchaser.

(b) If the default shall exist and be continuing for a period in excess of 60 days after receipt of the aforesaid notice, by the Purchaser, Purchaser shall upon written demand by the City, immediately return to the City all funds advanced plus interest from the date of disbursement of said funds by the City to the Purchaser 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.

(c) Notwithstanding anything herein to the contrary, Seller shall not have any obligation under this Agreement and shall not be liable for any default of the agreement.

Section XIX. Nondiscrimination.

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 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
Room 2800
20 North Clark Street
Chicago, Illinois 60602
Attention: Commissioner

If to Purchaser:

Meersman & Meersman, attorneys
16 West Northwest Highway
Mt. Prospect, Illinois 60056

If to Seller:

Mark J. Rose
77 West Washington Street
Chicago, Illinois 60602

If to Tenant

Meersman & Meersman
16 West Northwest Highway
Mt. Prospect, Illinois 60056

(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.]

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named officer of _____
_____ (the "Bank"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day

in person and acknowledged that he signed, sealed and delivered the said instrument as Officer of the Bank and as the own free and voluntary act of the Bank for the uses and purposes therein set forth:

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

Notary Public

My Commission Expires _____

AUTHORITY GRANTED FOR EXECUTION OF AGREEMENT WITH
CHICAGO HOUSING AUTHORITY FOR PARTICIPATION IN
PHASE I DISTRICT HEATING AND COOLING
PROJECT AND ACCEPTANCE OF
ASSOCIATED GRANT.

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

WHEREAS, The United States Department of Housing and Urban Development has granted funding to the Chicago Housing Authority for a Phase I District Heating and Cooling Project to determine the feasibility of district heating systems in the area bounded by Lake Michigan, Halsted Street, Roosevelt Road and 55th Street; and

WHEREAS, The Chicago Housing Authority and the United States Department of Housing and Urban Development request the assistance of the City of Chicago in the Project, and \$17,000 is included in the grant to fund the participation by the City; and

WHEREAS, The Department of Planning has extensive experience in the evaluation of district heating systems and wishes to maximize the economic development benefits of the Project and to determine the feasibility of linking the Project with the proposed Stockyards Refuse to Energy System; and

WHEREAS, No local cash match is required for the Project; now, therefore,

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

SECTION 1. That the Commissioner of Planning on behalf of the Mayor of the City of Chicago is authorized to execute an agreement with the Chicago Housing Authority to participate in the Phase I district Heating and Cooling Project.

SECTION 2. Acceptance on behalf of the City of Chicago of funding to compensate the City for this participation is hereby authorized and approved.

SECTION 3. The Commissioner is hereby authorized and directed to execute said agreement and any other documents to implement the same.

SECTION 4. This ordinance shall be in force and effect from the day of its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Beavers, Humes, Hutchinson, Vrdolyak, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Giles, Cullerton, Laurino, Pucinski, Natarus, Hansen, Orbach, Schuster, Orr, Stone -- 38.

Nays -- None.

APPROVAL GIVEN TO PAYMENT OF COMPENSATION FOR
PROPERTY AT WEST 83RD AND SOUTH WALLACE
STREETS PER JUDGMENT ORDER IN CASE
OF *CITY OF CHICAGO VS. CHICAGO*
CITY BANK AND TRUST
COMPANY.

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

WHEREAS, The City Council by ordinance passed on October 6, 1981 and printed in the Journal of Proceedings of the City Council of the City of Chicago at page 7307 authorized the Corporation Counsel to acquire by negotiated sale or, alternatively, through eminent domain the following described real property located at West 83rd and South Wallace Streets for use by the Department of Streets and Sanitation as an auto pound facility:

Lot "A" and "B" of Sutherland's Subdivision of Lot 4 in Assessor's Division of the West Half of Section 33 and that part of the Southeast Quarter of Section 32 lying East of the Chicago, Rock Island and Pacific Railroad, all in Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

and

Lot 1 in Birkhoff's Addition to Auburn Park, being a Subdivision of part of the Northwest Quarter and part of the Southwest Quarter of Section 33, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; and

WHEREAS, A Judgment Order entered in the Circuit Court of Cook County, Illinois in an eminent domain proceeding captioned *City of Chicago vs. Chicago City Bank and Trust Company*, No. 82 L 6849 finds just compensation to be paid for the taking of the above property to be \$625,000; and

WHEREAS, The owner of the above property has waived the payment of statutory interest upon the above judgment; now, therefore,

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

SECTION 1. The payment of just compensation for the taking of the above described property in the amount of \$625,000 as provided by Judgment Order entered in the case of *City of Chicago vs. Chicago City Bank and Trust Company*, No. 82 L 6849 is hereby approved.

SECTION 2. The City Comptroller and the City Treasurer are authorized and directed to issue vouchers to the Treasurer of Cook County, Illinois in the amount of the above Judgment Order plus \$29.00 court costs without statutory interest payable from Fund Number _____.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Beavers, Humes, Hutchinson, Vrdolyak, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Giles, Cullerton, Laurino, Pucinski, Natarus, Hansen, Orbach, Schuler, Orr, Stone -- 38

Nays -- None.

ALLOCATION OF MOTOR FUEL TAX FUNDS AUTHORIZED
FOR NEW ALLEY CONSTRUCTION AT
VARIOUS LOCATIONS.

The Committee on Finance submitted a report recommending that the City Council pass three proposed ordinances transmitted therewith, authorizing the allocation of motor fuel tax funds for new alley construction at various locations.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Beavers, Humes, Hutchinson, Vrdolyak, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Giles, Cullerton, Laurino, Pucinski, Natarus, Hansen, Orbach, Schuler, Orr, Stone -- 38.

Nays -- None.

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

*New Alley Construction 1986-10 Motor
Fuel Tax Project No. U-6060-00-PV.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Hundred Forty Thousand (\$140,000.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Alley Construction 1986-10 M.F.T. Project No. U-6060-00-PV for the construction of the following new alleys:

Alley No. 1 --	Alley between East 71st Street, East 71st Place, Illinois Central R.R. and South Woodlawn Avenue;
Alley No. 2 --	Alley between East 83rd Street, East 84th Street, South Phillips Avenue and South Yates Boulevard;
Alley No. 3. --	Alley between East 85th Place, East 86th Street, South Stony Island Avenue and South Blackstone Avenue;
Alley No. 4. --	Alley between West 122nd Street, West 123rd Street, South Wentworth Avenue and South Yale Avenue;
Alley No. 5. --	Alley between West 114th Place, West 115th Street, South Carpenter Street and South Aberdeen Street.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Board of Local Improvements of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm

equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated to any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

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

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

*New Alley Construction 1986-11
Motor Fuel Tax Project No. U-6061-00-PV.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Hundred Thirteen Thousand Five Hundred (\$113,500.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Alley Construction 1986-11 M.F.T. Project No. U-6061-00-PV for the construction of the following new alleys:

Alley No. 1 -- Alley between

West 61st Street, West 62nd Street,
South Keating Avenue and South Cicero Avenue;

Alley No. 2 -- Alley between
West 69th Place, West 70th Street,
South Hoyne Avenue and South Hamilton Avenue;

Alley No. 3 -- Alley between
West 72nd Street, West 73rd Street,
South Bell Avenue and South Oakley Avenue;

Alley No. 4 -- Alley between
West 51st Street, South Archer Avenue,
South Keating Avenue and South Cicero Avenue.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Board of Local Improvements of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

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

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted

accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

*New Alley Construction 1986-12
Motor Fuel Tax Project No. U-6062-00-PV.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Hundred Six Thousand Five Hundred (\$106,500.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Alley Construction 1986-12 M.F.T. Project No. U-6062-00-PV for the construction of the following new alleys:

Alley No. 1 --	Alley between West 79th Street, West 80th Street, South Winchester Avenue and South Damen Avenue;
Alley No. 2 --	Alley between West 82nd Street, West 83rd Street, South Washtenaw Avenue and South Fairfield Avenue;
Alley No. 3 --	Alley between West 85th Street, West 86th Street, South Seeley Avenue and South Hoyne Avenue;
Alley No. 4 --	Alley between West 89th Street, West 90th Street, C. & W.I. R.R. R.O.W. and South Eggleston Avenue.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Board of Local Improvements of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated to any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

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

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

*AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS,
LICENSE FEE EXEMPTIONS AND CANCELLATION OF
WATER RATES FOR CERTAIN CHARITABLE,
EDUCATIONAL AND RELIGIOUS
INSTITUTIONS.*

The Committee on Finance, to which had been referred (April 23, May 14, 30, June 6, 25, and July 9, 1986) sundry proposed ordinances and an order transmitted therewith to authorize the issuance of free permits, license fee exemptions and cancellation of water rates for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances and order.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Beavers, Humes, Hutchinson, Vrdolyak, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Giles, Cullerton, Laurino, Pucinski, Natarus, Hansen, Orbach, Schuler, Orr, Stone -- 38.

Nays -- None.

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

FREE PERMITS.

Cathedral of Love Missionary Baptist Church.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Cathedral of Love Missionary Baptist Church for the construction of a church on the premises known as 348-360 East 75th Street.

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

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

Catholic Charities (Senior Community Services).

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Catholic Charities (Senior Community Services), 2001 West Devon Avenue, for rehabilitation of the

McDermott Center -- a multi- building complex at 932 West Washington Street (R. J. Construction Co. -- 1055 Paramount Parkway -- Batavia, Illinois 60510), on the premises known as 932 West Washington Street.

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

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

Saint Mary of the Woods Parish.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Saint Mary of the Woods Parish, 7033 North Moselle Avenue, for a 3-car garage (new) attached to rectory and a driveway on the premises known as 7033 North Moselle Avenue.

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

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

Viva Mexico Festival Vendors.

Ordered, That the City Comptroller is hereby authorized and directed to exempt the vendors who will participate in the Viva Mexico Festival produced by the Alamo Productions, Inc., 3946 West North Avenue, Chicago, to be conducted in Olive Park for the period of July 25 through July 27, 1986, proceeds of which will be donated to the 22nd Ward Youth Organization.

LICENSE FEE EXEMPTIONS.

Dispensary.

Sidney Hillman Health Center of Chicago.

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Sidney Hillman Health Center of Chicago (Chicago and Central States Joint Board of Amalgamated Clothing and Textile Workers Union), 333 South Ashland Avenue, is hereby exempted from payment of the annual license fee provided for in Section 118-4, for the year 1986.

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

Florist.

Louis A. Weiss Memorial Hospital.

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

SECTION 1. Pursuant to Section 128-2 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Fire, Louis A. Weiss Memorial Hospital, 4646 North Marine Drive, is hereby exempted from payment of the annual florist retail license fee, provided therefor, for the year 1986.

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

Food Dispenser.

Louis A. Weiss Memorial Hospital.

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

SECTION 1. Pursuant to Section 30-3.1 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, Louis A. Weiss Memorial Hospital, 4646 North Marine Drive, is hereby exempted from payment of the annual food dispenser license fee for the year 1986.

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

Homes.

Jewish Peoples Convalescent Home.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Jewish Peoples

Convalescent Home, 6512 North California Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1986.

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

Misericordia Home.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Misericordia Home, 2916 West 47th Street, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1986.

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

Hospital.

Henrotin Hospital Corporation.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1986:

Henrotin Hospital Corporation
111 West Oak Street.

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

CANCELLATION OF EXISTING WATER RATES.

Children's Memorial Hospital.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioners of Water and Sewers are hereby authorized and directed to cancel existing charges assessed against Children's Memorial Hospital, 2303 North Lincoln Avenue, as follows:

Account No.	Amount
1106 04 1180 1	\$83,039.56
1106 04 1181 1	65,237.71
1106 04 1182 1	175.35
1106 04 1183 1	150.80

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

CITY COMPTROLLER AUTHORIZED AND DIRECTED TO CANCEL
WARRANTS FOR COLLECTION ISSUED AGAINST
CERTAIN CHARITABLE, EDUCATIONAL
AND RELIGIOUS INSTITUTIONS.

The Committee on Finance, to which had been referred on July 9, 1986, 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 proposed substitute 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
Evangelical Lutheran Church 3910 West Hirsch Street	PI-600917 (Fuel Burn. Equip.)	\$51.00
Lower North Center/ Chicago Youth Centers 1000 North Sedgwick Street	DI-331582 (Sign)	8.90

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Beavers, Humes, Hutchinson, Vrdolyak, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Giles, Cullerton, Laurino, Pucinski, Natarus, Hansen, Orbach, Schuler, Orr, Stone -- 38.

Nays -- None.

AUTHORITY GRANTED FOR EXEMPTION OF CERTAIN 1986
SEWER SERVICE CHARGES FOR MEACHEM YOUTH CLUB.

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

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

SECTION 1. Pursuant to Section 185.1-2(a) of the Municipal Code of Chicago, the Commissioner of Sewers is hereby authorized and directed to exempt the Meachem Youth Club, 1458 West 87th Street, from the first One Thousand Dollars (\$1,000) charge for sewer services in 1986.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Beavers, Humes, Hutchinson, Vrdolyak, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Giles, Cullerton, Laurino, Pucinski, Natarus, Hansen, Orbach, Schuler, Orr, Stone -- 38.

Nays -- None.

AUTHORITY GRANTED FOR INSTALLATION OF
STREET AND ALLEY LIGHTS AT
SPECIFIED LOCATIONS.

The Committee on Finance submitted a report recommending that the City Council pass the following 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 6111 South Champlain Avenue.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of street lights in front of 1935 West Thomas Street and also alongside of said premises, as indicated on attached sketch.

[Sketch omitted for printing purposes.]

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Beavers, Humes, Hutchinson, Vrdolyak, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Giles, Cullerton, Laurino, Pucinski, Natarus, Hansen, Orbach, Schuler, Orr, Stone -- 38.

Nays -- None.

ACTING PURCHASING AGENT AUTHORIZED TO AWARD
CONTRACT FOR COMPLETION OF CHICAGO-O'HARE
AIRPORT MAINTENANCE COMPLEX
PHASE IV ON EMERGENCY
BASIS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed resolution transmitted therewith, authorizing the Acting Purchasing Agent to award a contract for completion of the Chicago-O'Hare Airport Maintenance Complex Phase IV on an emergency basis.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Beavers, Humes, Hutchinson, Vrdolyak, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Giles, Cullerton, Laurino, Pucinski, Natarus, Hansen, Orbach, Schuler, Orr, Stone -- 38.

Nays -- None.

The following is said resolution as adopted:

WHEREAS, Klein Construction Company has been awarded a contract by the City of Chicago pursuant to public bidding, to construct the Airport Maintenance Complex Phase IV, Building Development No. 8.85-83-46, at Chicago-O'Hare International Airport (hereinafter "Airport"), said contract being Contract No. 60220; and

WHEREAS, One of the purposes of the Airport Maintenance Complex is to provide a place for the prompt, safe and efficient repair and maintenance of vehicles and machines used in snow removal operations at the Airport; and

WHEREAS, The timely completion of the Airport Maintenance Complex is necessary to assure the ability of the Department of Aviation to provide prompt snow removal at the Airport, and thereby to allow the Airport's continuing, safe operation in inclement weather; and

WHEREAS, Chicago-O'Hare is the world's busiest airport, and the failure to complete the Airport Maintenance Complex in a timely manner will cause inconvenience to thousands of travelers and may jeopardize the safe operation of the Airport; and

WHEREAS, On July 28, 1986, the Purchasing Agent notified Klein Construction Company and its bonding company of Klein Construction Company's default under the above contract; and

WHEREAS, Pursuant to the above contract, if Klein Construction Company does not cure its default within ten days from receipt of the notice thereof, the City may be required either to take over the project and complete it from the City's force account, or to enter into a new contract for completion of the Airport Maintenance Complex Phase IV; and

WHEREAS, If it becomes necessary to retain a contractor to replace Klein Construction Company for the completion of the Airport Maintenance Complex IV, compliance with the competitive bidding requirements of the Municipal Purchasing Act for Cities of 500,000 or more population would prevent completion of the project prior to the snow season of 1986-1987; now, therefore,

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

SECTION 1. The City Council hereby finds and declares, pursuant to the first paragraph of Section 5 of the Municipal Purchasing Act for Cities of 500,000 or more population (Ill. Rev. Stat. 1985, par. 8-10-5) that the failure to complete the Airport Maintenance Complex Phase IV prior to the snow season of 1986-1987 constitutes a danger to the public health and safety, in that failure to complete said Complex will interfere with the proper maintenance and repair of machines and vehicles used for snow removal at the Airport, and will thereby jeopardize the prompt and efficient removal of snow from the Airport and threaten the continuing, safe operation of the Airport in inclement weather.

SECTION 2. The City Council further finds and declares that an emergency exists, in that compliance with the competitive bidding requirements of the Municipal Purchasing Act will prevent completion of the Airport Maintenance Complex Phase IV prior to the snow season of 1986-1987.

SECTION 3. In the event that the Purchasing Agent terminates Contract No. 60220 with Klein Construction Company for failure of that company to cure its defaults in performance of said contract, the Purchasing Agent is authorized to award a contract or contracts for the completion of the Airport Maintenance Complex Phase IV, Building No. 8.85-83-46, at Chicago-O'Hare International Airport by negotiation, without advertising or competitive bidding. Prior to executing any such contract, however, the Purchasing Agent shall provide a copy of such contract to the Committee on Finance.

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

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

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said order as passed:

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

[Regular orders printed on pages 32143 through
32149 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 had received any sum of money from the party whose negligence caused such injury, or have instituted

proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937.

[Third party orders printed on pages 32150
through 32151 of this Journal.]

Placed on File -- APPLICATION FOR CITY OF CHICAGO
CHARITABLE SOLICITATION (TAG DAY) PERMIT.

The Committee on Finance submitted a report recommending that the City Council place on file an application for City of Chicago charitable solicitation (tag day) permit for:

American Heart Association/Sigma Alpha Mu Fraternity, October 3 through 5, 1986 --
Loop area.

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

Re-referred -- EXECUTION OF AGREEMENT WITH HYDE PARK
CHAMBER OF COMMERCE FOR INSTALLATION OF
SCULPTURE AT SPECIFIED LOCATION.

The Committee on Finance submitted a report recommending that the City Council refer a proposed ordinance authorizing the execution of an agreement with the Hyde Park Chamber of Commerce for the installation of a sculpture on the public way at Harper Avenue, north of 53rd Street on the traffic island, to the Committee on Streets and Alleys.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said proposed ordinance was *Re-referred to the Committee on Streets and Alleys*.

(Continued on page 32152)

7/29/86

REPORTS OF COMMITTEES

32143

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/29/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ADAMS	JAMES J	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	12/22/85 121.00
ALEXANDER	ANNIE	POLICE OFFICER	SECOND DISTRICT	12/30/84 75.00
ALVARADO	GEORGE L	POLICE OFFICER	FOURTEENTH DISTRICT	3/13/86 276.00
AMARI JR	LOUIS V	POLICE OFFICER	ELEVENTH DISTRICT	3/15/86 526.00
ANDERSON	EDGAR	POLICE OFFICER	THIRD DISTRICT	4/12/86 240.75
ANGELO	DEAN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	4/07/86 334.00
ANTOL	CHARLES	POLICE OFFICER	FIFTEENTH DISTRICT	4/04/86 51.50
AVERYHART	WALTER E	POLICE OFFICER	INTERSECTION CONTROL UNIT	4/28/86 126.40
AVILA	JOSEPH C	POLICE OFFICER	SEVENTH DISTRICT	2/27/86 64.00
AYALA	MICHAEL	POLICE OFFICER	FIRST DISTRICT	4/14/86 128.00
BAKER	VERNON	POLICE OFFICER	ELEVENTH DISTRICT	3/31/81 903.85
BALICKI	LYLIA M	POLICE OFFICER	FOURTEENTH DISTRICT	4/27/85 40.00
BANASH	DENNIS J	POLICE OFFICER	TENTH DISTRICT	1/17/86 130.00
BARNAS	KENNETH	POLICE OFFICER	FIFTEENTH DISTRICT	4/02/86 221.25
BARRY	DONALD	POLICE OFFICER	FOURTEENTH DISTRICT	6/05/85 50.00
BARZYILO	GEORGE	POLICE OFFICER	DETECTIVE DIV AREA 1 PROPERTY	2/16/86 926.00
BELCASTRO	ANTHONY T	POLICE OFFICER	THIRTEENTH DISTRICT	6/30/85 370.00
BELL	KENNETH	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/04/86 50.00
BERTRAM	DAVID	POLICE OFFICER	TWENTIETH DISTRICT	4/16/86 64.50
BEVAN	HERBERT H	POLICE OFFICER	FIRST DISTRICT	8/26/78 1265.00
BONESS	ALAN	POLICE OFFICER	ELEVENTH DISTRICT	2/26/86 327.00
BOWERY	CHARLES J	POLICE OFFICER	FOURTEENTH DISTRICT	4/03/86 111.75
BOYCE	GREGORY J	POLICE OFFICER	FOURTH DISTRICT	4/17/86 124.00
BRABAND	THOMAS A	POLICE OFFICER	SEVENTEENTH DISTRICT	4/19/86 25.00
BRAISHAW	STUART K	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/11/86 310.00
BRANDENBURGER	CLYDE S	POLICE OFFICER	FIFTH DISTRICT	4/24/86 1137.56
BRENSBERGER	EDWARD J	POLICE OFFICER	SIXTEENTH DISTRICT	3/04/85 1716.75
BRIDGES	BOBBY	POLICE OFFICER	SANITATION UNIT	5/06/77 45.00
BROCK	JASPER	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	1/29/86 135.00
BROOKS	CHARLES L	POLICE OFFICER	THIRD DISTRICT	10/12/85 80.00
BROWN	JAMES	POLICE OFFICER	SIXTH DISTRICT	4/07/86 76.90
BROWN	HILLAU	POLICE OFFICER	RECRUIT TRAINING	4/24/86 80.00
BROWN	NORBERT	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/05/86 95.00
BROWN	RICHARD J	POLICE OFFICER	SEVENTEENTH DISTRICT	4/26/86 34.49
BRYANT	TERRY	POLICE OFFICER	SIXTEENTH DISTRICT	4/03/86 221.00
BURKE	DANIEL E.	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/31/84 105.00
CACIOFFO	LEONARD P	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	2/25/86 15.00
CALDERONE	ROBERT	POLICE OFFICER	SIXTEENTH DISTRICT	7/18/85 100.00
CALLAGHAN	WILLIAM M	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	4/01/86 120.50
CAMMLAIRE	PETER	POLICE OFFICER	YOUTH DIVISION AREA THREE	4/03/86 316.00
CAMPBELL	LARRY D	POLICE OFFICER	FIFTH DISTRICT	2/05/86 30.00
CANDELLA	VINCENT	POLICE OFFICER	EIGHTH DISTRICT	1/03/84 638.00
CAFERS	JOHN	POLICE OFFICER	SECOND DISTRICT	4/03/86 146.00
CASCIO	FRANK	POLICE OFFICER	CRIME LABORATORY DIVISION	4/14/86 153.00
CELANO	BENEDICT	POLICE OFFICER	FIFTEENTH DISTRICT	3/26/86 85.00
CHEATHAM	DARRYL M	POLICE OFFICER	SECOND DISTRICT	4/20/86 146.00
CIECHON	MICHAEL J	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/30/85 437.90
CLARK	RICHARD W	POLICE OFFICER	NINETEENTH DISTRICT	4/03/86 2225.50
COLLINS	JOHN F	POLICE OFFICER	EIGHTEENTH DISTRICT	10/27/85 448.50

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/29/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
COLLINS	NORA E	POLICE OFFICER	RECRUIT TRAINING	4/22/86 53.00
COLON	JOSEPH	POLICE OFFICER	RECRUIT TRAINING	4/09/86 186.00
CONDREVA	RONALD E	POLICE OFFICER	NINTH DISTRICT	4/21/86 51.10
CONNER	PATRICK M	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/25/86 234.85
COOLEY	JOSEPH A	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	2/16/86 140.00
COVELLI	SALVATORE	POLICE OFFICER	EIGHTEENTH DISTRICT	7/15/85 185.00
CRAWFORD	DONALD E	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/05/86 60.00
CUMMINGS	CYNTHIA S	POLICE OFFICER	TENTH DISTRICT	4/10/86 73.00
CUSHING	DAVID E	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/20/86 143.95
DAVIS	SIDNEY	POLICE OFFICER	SEVENTH DISTRICT	3/10/86 38.00
DEAN	KEVIN	POLICE OFFICER	SECOND DISTRICT	4/26/86 136.00
DECOLA	SALVATORE A	POLICE OFFICER	SIXTEENTH DISTRICT	4/01/86 487.75
DEGNAN	DAVID	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	8/23/85 5152.37
POWD	PATRICK H	POLICE OFFICER	EIGHTH DISTRICT	4/13/86 149.00
DRAPIEWSKI	JOHN P	POLICE OFFICER	TENTH DISTRICT	4/30/86 89.50
DRASUTIS	JOSEPH	POLICE OFFICER	FOURTEENTH DISTRICT	5/16/85 40.00
DREWGANIS	STEFFAN B	POLICE OFFICER	SEVENTEENTH DISTRICT	9/11/85 120.00
DREWGANIS	STEFFAN B	POLICE OFFICER	SEVENTEENTH DISTRICT	4/26/86 25.00
DWYER	RICHARD J	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/09/86 106.60
EACLIN	PAUL R	POLICE OFFICER	THIRD DISTRICT	4/10/86 317.75
EDDY	DONALD F	POLICE OFFICER	DETECTIVE DIV AREA 4 PROPERTY	4/27/86 186.00
EHRMANN	RICHARD B	POLICE OFFICER	FOURTH DISTRICT	4/12/86 95.00
ELFAYER	JOSEPH M	POLICE OFFICER	ENFORCEMENT SECTION	4/24/86 97.88
ESPOSITO	RICHARD J	POLICE OFFICER	TRAINING DIVISION	4/19/86 330.00
FABIAN	CHRISTINA IRENE	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/20/86 78.00
FIDYK	DAVID H	POLICE OFFICER	SEVENTH DISTRICT	4/13/86 28.00
FIGUEROA	GEORGE	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	4/26/86 118.00
FIGUEROA	JUAN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/06/86 355.00
FRIEDMAN	STEVEN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	4/01/86 179.50
FROST	SUSAN M	POLICE OFFICER	RECRUIT TRAINING	2/26/86 193.00
FURMANEK	JOSEPH A	POLICE OFFICER	EIGHTH DISTRICT	11/20/85 125.00
GAHAGAN	KATHLEEN L	POLICE OFFICER	CRIME LABORATORY DIVISION	4/29/86 131.20
GAINER	MARTIN F	POLICE OFFICER	FOURTH DISTRICT	3/29/86 105.00
GALVIN	JEFFREY C	POLICE OFFICER	DETECTIVE DIV AREA 3 PROPERTY	4/16/86 163.00
GARMON	JERRY	POLICE OFFICER	NINTH DISTRICT	4/17/86 348.00
GASKI	GARY	POLICE OFFICER	NINETEENTH DISTRICT	2/06/86 20021.34
GAVIN	WARREN	POLICE OFFICER	DETECTIVE DIV AREA 6 VIOLENT C	4/29/86 204.70
GIBSON	AARON	POLICE OFFICER	SEVENTH DISTRICT	8/30/85 247.00
GILLOTT	DAVID A	POLICE OFFICER	RECRUIT TRAINING	4/10/86 124.00
GLOCKE	WALTER	POLICE OFFICER	SEVENTEENTH DISTRICT	3/05/86 90.00
GLON	ROBERT L	POLICE OFFICER	FOURTEENTH DISTRICT	6/01/85 50.00
GLOSS-NORMAN	ARTHUR	POLICE OFFICER	NINETEENTH DISTRICT	4/20/86 120.00
GONZALES	CRECENCIO	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/11/86 160.00
GONZALES	SARAH B	POLICE OFFICER	RECRUIT TRAINING	4/25/85 211.00
GRABINGER	JOHN T	POLICE OFFICER	FOURTEENTH DISTRICT	5/17/85 10.00
GRASZER	FRANK P	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/03/86 100.00
GRIVETTI	WILLIAM L	POLICE OFFICER	TENTH DISTRICT	4/26/86 52.00
GUIERREZ	RAUL	POLICE OFFICER	THIRTEENTH DISTRICT	4/06/86 146.00
HANLEY	THOMAS	POLICE OFFICER	SEVENTEENTH DISTRICT	12/04/85 532.00

7/29/86

REPORTS OF COMMITTEES

32145

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/29/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HARPER JAMES R	POLICE OFFICER	ELEVENTH DISTRICT	3/13/85	156.50
HARPER JAMES R	POLICE OFFICER	ELEVENTH DISTRICT	4/23/86	172.00
HARRIS JR DEWITT	POLICE OFFICER	FIFTH DISTRICT	4/17/86	241.00
HART TERENCE	POLICE OFFICER	FOURTEENTH DISTRICT	6/05/85	50.00
HEISE LAWRENCE	POLICE OFFICER	NINTH DISTRICT	4/25/86	51.10
HODGES WILLIE E JR	POLICE OFFICER	RECRUIT TRAINING	2/24/86	308.00
HOFFMAN DANIEL I	POLICE OFFICER	TENTH DISTRICT	4/03/86	44.00
ISOLA DENNIS	POLICE OFFICER	SEVENTEENTH DISTRICT	4/26/86	25.00
IVERS KAREN A	POLICE OFFICER	NINTH DISTRICT	4/09/86	119.00
IVERS KAREN A	POLICE OFFICER	NINTH DISTRICT	4/18/86	105.00
JACKSON HENRY	POLICE OFFICER	SEVENTH DISTRICT	1/03/86	1080.00
JACKSON LARRY D	POLICE OFFICER	RECRUIT TRAINING	8/22/85	509.20
JANNICK KATHLEEN	POLICE OFFICER	THIRTEENTH DISTRICT	9/16/85	610.00
JOHNSON EDWARD A	POLICE OFFICER	SIXTEENTH DISTRICT	11/15/85	331.50
JOHNSON JOHNNY	POLICE OFFICER	FOURTH DISTRICT	4/22/86	125.05
JOHNSON RONALD E	POLICE OFFICER	SEVENTH DISTRICT	3/26/86	100.00
JONES RALPH	POLICE OFFICER	THIRTEENTH DISTRICT	2/06/83	1046.75
JORITZ DAVID	POLICE OFFICER	ELEVENTH DISTRICT	2/23/86	105.00
KANE WILLIAM	POLICE OFFICER	THIRD DISTRICT	5/13/71	632.00
KARLIK RAYMOND	POLICE OFFICER	TENTH DISTRICT	2/04/86	204.89
KELLY PATRICK	POLICE OFFICER	THIRTEENTH DISTRICT	4/20/86	23.00
KEMP JR CHARLES	POLICE OFFICER	EIGHTEENTH DISTRICT	9/24/85	105.00
KENNEDY LINDA	POLICE OFFICER	TENTH DISTRICT	3/19/86	70.00
KESSEL JOHN F	POLICE OFFICER	PERSONNEL DIVISION	1/13/86	50.00
KIELY JAMES J	LIEUTENANT	TENTH DISTRICT	7/21/79	14686.45
KIMBALL RICHARD	POLICE OFFICER	RECRUIT TRAINING	4/10/86	150.00
KING SYLVESTER	POLICE OFFICER	ELEVENTH DISTRICT	4/08/86	150.00
KLEIDON MARK S	POLICE OFFICER	TWELFTH DISTRICT	4/09/86	336.00
KNIGHTLY JOHN	POLICE OFFICER	FOURTH DISTRICT	4/09/86	174.25
KORONKIEWICZ ALLEN G	POLICE OFFICER	EIGHTH DISTRICT	8/06/85	32.00
KRISHACK JOHN A	POLICE OFFICER	FIRST DISTRICT	8/10/84	505.00
KROWN DONALD B	POLICE OFFICER	FIRST DISTRICT	5/28/85	3216.00
KRUEGER ALBERT	POLICE OFFICER	NINTH DISTRICT	4/04/86	44.00
KUBER MICHAEL L	POLICE OFFICER	RECRUIT TRAINING	9/19/85	64.00
KUSINSKI PAUL	POLICE OFFICER	FOURTEENTH DISTRICT	4/30/86	30.00
KWAK JOHN F	POLICE OFFICER	ENFORCEMENT SECTION	4/20/86	433.25
LANIER GLENN	POLICE OFFICER	SPECIAL OPERATIONS GROUP--SOUTH	7/29/83	70.00
LAU GERALD	POLICE OFFICER	FOURTH DISTRICT	4/19/86	414.00
LAURIE JOSEPH J	POLICE OFFICER	NINETEENTH DISTRICT	4/09/86	55.00
LAZZARO MICHAEL	POLICE OFFICER	FOURTEENTH DISTRICT	5/23/85	40.00
LEE JIMMY	POLICE OFFICER	SEVENTH DISTRICT	12/24/84	142.00
LEKA GEORGE	POLICE OFFICER	NINTH DISTRICT	5/24/85	126.00
LEKA GEORGE	POLICE OFFICER	NINTH DISTRICT	4/23/86	108.57
LENIHAN DANIEL	POLICE OFFICER	PUBLIC HOUSING DIVISION--SOUTH	4/16/86	59.10
LEONARD ANTHONY	POLICE OFFICER	FIFTEENTH DISTRICT	4/11/86	446.10
LEWIS ELIZABETH A	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/11/86	91.00
LINDAHL TERRANCE A	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	2/22/85	123.00
LIONHOOD RICHARD H	POLICE OFFICER	EIGHTH DISTRICT	4/16/86	164.00
LIPINSKI RUPERT A	POLICE OFFICER	SIXTEENTH DISTRICT	4/21/86	193.50

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/29/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
LORENZ	GEORGE	POLICE OFFICER	EIGHTH DISTRICT	4/25/86 25.00
LUMPP	ROBERT E	POLICE OFFICER	SEVENTEENTH DISTRICT	3/23/85 270.00
MACHILLAN	JAMES W	POLICE OFFICER	EIGHTEENTH DISTRICT	7/04/85 1745.00
MAHER	PATRICIA A	POLICE OFFICER	SEVENTEENTH DISTRICT	4/04/86 110.00
MAHONEY	JOHN J	POLICE OFFICER	SIXTH DISTRICT	4/28/86 95.00
MANNING	WAYNE J	POLICE OFFICER	FOURTH DISTRICT	4/30/86 95.00
MARES	ACHILLES	POLICE OFFICER	FOURTEENTH DISTRICT	10/27/85 112.00
MARINO	ALFRED A	POLICE OFFICER	ELEVENTH DISTRICT	4/10/86 71.00
MARKHAM	DENNIS	POLICE OFFICER	THIRTEENTH DISTRICT	4/21/85 564.00
MARTIN	CHARLES	POLICE OFFICER	FIFTH DISTRICT	4/18/86 231.00
MARTINI	NANCY J	POLICE OFFICER	ELEVENTH DISTRICT	4/20/86 190.75
MCCANN	HENRY S	POLICE OFFICER	EIGHTH DISTRICT	11/28/85 292.50
MCCLODY	WAYNE L	POLICE OFFICER	SIXTEENTH DISTRICT	4/06/86 190.25
MCCORMICK	DANIEL R	POLICE OFFICER	INTERSECTION CONTROL UNIT	4/25/86 207.50
MCGRATH	LILLIAN M	POLICE OFFICER	NINTH DISTRICT	6/21/85 147.00
MCHUGH	ROBERT T	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	4/15/86 161.00
MCKEE	JAMES L	POLICE OFFICER	SECOND DISTRICT	4/16/86 98.00
MCKENDRICK	PHILLIP R	POLICE OFFICER	EIGHTH DISTRICT	8/20/85 431.00
MENAHARA	DENNIS M	POLICE OFFICER	FIFTEENTH DISTRICT	4/09/86 352.00
MICHALAK	JOHN J	POLICE OFFICER	ELEVENTH DISTRICT	4/12/86 133.95
MYLLER	ROBERT L	POLICE OFFICER	FOURTH DISTRICT	11/22/85 4748.65
MITCHELL	JOHN T	POLICE OFFICER	FIFTH DISTRICT	4/30/86 351.49
MITSUUCHI	ANITA M	POLICE OFFICER	FOURTEENTH DISTRICT	7/10/83 517.00
MITZNER	ROBERT F	POLICE OFFICER	EIGHTEENTH DISTRICT	1/26/86 58.00
MITZNER	ROBERT F	POLICE OFFICER	EIGHTEENTH DISTRICT	10/26/80 25.50
MOORE	EDWARD	POLICE OFFICER	FIFTH DISTRICT	4/15/86 87.80
MOORE	RICHARD	POLICE OFFICER	SECOND DISTRICT	4/01/86 378.00
MOORE	THOMAS P	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/07/86 6882.28
MOSS	DENIS	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/08/86 1125.00
MULLINS	STANLEY	POLICE OFFICER	FIFTEENTH DISTRICT	4/29/86 306.00
MURPHY	THOMAS G	POLICE OFFICER	FOURTEENTH DISTRICT	5/12/85 50.00
NELIGAN	DAVID M	POLICE OFFICER	NINTH DISTRICT	4/11/86 965.50
NIEVES	MIGUEL	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/29/86 107.00
NOWICKI	RONALD	POLICE OFFICER	SEVENTEENTH DISTRICT	4/26/86 25.00
NOWINSKI	STANLEY	POLICE OFFICER	ELEVENTH DISTRICT	10/30/85 40.00
NOWINSKI	STANLEY	POLICE OFFICER	ELEVENTH DISTRICT	1/19/86 17.00
NYKAZA	BRUND	POLICE OFFICER	NINETEENTH DISTRICT	4/27/86 119.00
OAKES	GLORIA J	POLICE OFFICER	FIFTH DISTRICT	4/11/86 159.00
OCONNOR	JOSEPH S	POLICE OFFICER	EIGHTEENTH DISTRICT	4/21/85 289.00
OPONOVAN	PATRICK	POLICE OFFICER	TENTH DISTRICT	5/19/85 52.00
OLLE	RICHARD	POLICE OFFICER	TWENTIETH DISTRICT	4/03/86 203.00
OLSON	JACK	POLICE OFFICER	FIFTEENTH DISTRICT	7/10/85 30.00
ORLANDO	LOUIS R	POLICE OFFICER	TWENTIETH DISTRICT	6/04/85 390.17
PANEK	NORBERT	POLICE OFFICER	SEVENTH DISTRICT	4/19/86 93.00
PAPECK	ROBERT	POLICE OFFICER	SEVENTEENTH DISTRICT	4/22/86 50.00
PAVONE	SAM	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	4/18/86 61.00
PAWELEK	ROBERT D	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/07/86 90.59
PINZINE	JOSEPH D	POLICE OFFICER	INTERSECTION CONTROL UNIT	4/22/86 144.50
PISTERZI	FRANK M	POLICE OFFICER	THIRTEENTH DISTRICT	4/16/86 37.00

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/29/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
PLACEK JOHN R	POLICE OFFICER	SIXTH DISTRICT	2/23/85	459.70
FLETKE DANIEL W	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/29/85	32.00
POE CHARLES	POLICE OFFICER	EIGHTH DISTRICT	4/16/86	229.00
FOLK WILLIAM F	POLICE OFFICER	NINTH DISTRICT	2/08/86	145.50
PROCTOR WILLIAM	POLICE OFFICER	SIXTEENTH DISTRICT	12/02/85	50.00
FURTELL JAMES E	POLICE OFFICER	NINTH DISTRICT	3/25/86	137.00
FURTELL THOMAS	POLICE OFFICER	NINTH DISTRICT	4/24/86	44.00
PYLMAN JACOB	POLICE OFFICER	YOUTH DIVISION AREA THREE	10/08/85	180.79
RANIERI ROBERT A	POLICE OFFICER	FOURTEENTH DISTRICT	3/20/85	75.00
REUM DARKELL R	POLICE OFFICER	THIRTEENTH DISTRICT	1/30/86	508.20
RHODEN DAWN E	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/05/85	1393.50
RHODEN DAWN E	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/03/86	564.15
RIDER PHILLIP V	POLICE OFFICER	RECRUIT TRAINING	4/09/86	122.25
RIZZO RONALD	POLICE OFFICER	VICE CONTROL SECTION	4/11/86	48.00
ROCHFORD RICHARD T	POLICE OFFICER	PATROL DIVISION-ADMINISTRATION	4/05/86	286.00
ROGERS KEVIN	POLICE OFFICER	INTERSECTION CONTROL UNIT	4/09/86	302.50
ROSSI JOHN	POLICE OFFICER	NINTH DISTRICT	10/24/85	260.00
ROURKE CORNELIUS	POLICE OFFICER	SIXTH DISTRICT	10/23/87	201.40
ROWLEY LARRY	POLICE OFFICER	NINTH DISTRICT	3/17/86	749.34
RUFFINO SAM L	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/12/81	75.00
RUMYAN JACK	POLICE OFFICER	EIGHTEENTH DISTRICT	4/18/85	10219.00
RYBKA BRIAN J	POLICE OFFICER	FIFTEENTH DISTRICT	4/13/86	99.30
RYNNE EDWARD	POLICE OFFICER	SEVENTH DISTRICT	2/22/85	652.00
SAMAMAS VERONICA	POLICE OFFICER	ELEVENTH DISTRICT	7/07/85	80.00
GARABIA FRANK	POLICE OFFICER	NINTH DISTRICT	3/05/86	262.75
SARABIA FRANK	POLICE OFFICER	NINTH DISTRICT	1/12/86	91.00
SCHULTZ ALFRED S	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/05/86	76.95
SEMMLER JAMES R	POLICE OFFICER	FIFTEENTH DISTRICT	12/23/85	40.00
SHORTER BOYSIE	POLICE OFFICER	SECOND DISTRICT	4/10/86	137.00
SIMS GEORGE	POLICE OFFICER	SIXTH DISTRICT	4/24/86	82.50
SINCLAIR THEODORE	POLICE OFFICER	ELEVENTH DISTRICT	6/27/85	528.00
SPAGNOLA PAUL M	POLICE OFFICER	EIGHTH DISTRICT	4/16/86	26.03
STEELE JOHN R	POLICE OFFICER	FOURTEENTH DISTRICT	4/30/86	222.00
STEWART JACKIE	POLICE OFFICER	SIXTH DISTRICT	1/14/83	300.00
STIEDEN RONALD	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	2/18/86	126.40
STOXSTELL LEE T	POLICE OFFICER	SEVENTH DISTRICT	7/20/85	50.00
STRAIN DAVID	POLICE OFFICER	EIGHTEENTH DISTRICT	4/26/86	169.60
SULLIVAN JOHN	POLICE OFFICER	FIFTH DISTRICT	11/06/71	200.00
SWEENEY JAMES E	POLICE OFFICER	NINTH DISTRICT	2/04/85	1462.35
TERRAZAS RALPH	POLICE OFFICER	TWELFTH DISTRICT	12/04/85	344.00
TORIN JAMES	POLICE OFFICER	NINETEENTH DISTRICT	4/23/86	49.00
TOCK PETER J	POLICE OFFICER	SIXTH DISTRICT	4/02/86	533.15
TOMACELLI SERGE	POLICE OFFICER	SEVENTEENTH DISTRICT	4/06/86	61.40
TRUNZO ANTHONY R	POLICE OFFICER	FOURTEENTH DISTRICT	8/14/85	940.00
TYSKA EDWARD G	POLICE OFFICER	SEVENTEENTH DISTRICT	4/03/86	34.75
VAHEK EDWARD	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/14/86	136.40
VETROVEC DONALD	POLICE OFFICER	NINETEENTH DISTRICT	4/20/86	75.00
VRTIS STEPHAN	POLICE OFFICER	TENTH DISTRICT	4/11/85	150.00
WALKER JUNE L	POLICE OFFICER	TWENTY-SECOND DISTRICT	11/09/85	3084.60

CITY OF CHICAGO

CITY COUNCIL ORDERS

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REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
WALKER ROY J	POLICE OFFICER	TWELFTH DISTRICT	8/30/85	59.00
WALSH JAMES	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/01/86	519.95
WARD JANET C	POLICE OFFICER	FIFTH DISTRICT	3/21/86	50.00
WARE AUSTIN	POLICE OFFICER	PUBLIC TRANSPORTATION SYSTEM A	12/05/85	1010.00
WEHRHEIM EILEEN	POLICE OFFICER	FOURTEENTH DISTRICT	3/23/86	121.00
WERNER JOHN W	POLICE OFFICER	EIGHTEENTH DISTRICT	4/28/86	209.90
WHITE CLYDE R	POLICE OFFICER	SECOND DISTRICT	4/20/86	84.00
WHITE JOHN E	POLICE OFFICER	SEVENTH DISTRICT	4/26/86	90.00
WHITESIDE GEORGE M	POLICE OFFICER	FOURTEENTH DISTRICT	4/27/86	137.00
WILLIAMS CHARLES L	POLICE OFFICER	THIRD DISTRICT	9/29/85	164.90
WINTERS LAWRENCE	POLICE OFFICER	TWELFTH DISTRICT	4/01/86	103.25
WOOD PETER L	POLICE OFFICER	SIXTH DISTRICT	4/07/86	102.75
WREN ROBERT M	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/06/86	199.50
WRIGHT JOYCE	POLICE OFFICER	SEVENTEENTH DISTRICT	4/06/86	132.00
ZACCARDO JAMES J	POLICE OFFICER	FOURTEENTH DISTRICT	4/26/86	80.75
ZALALIS LEE W	POLICE OFFICER	FOURTH DISTRICT	4/29/86	171.50
ZAREMBA RICHARD W	POLICE OFFICER	FOURTEENTH DISTRICT	2/10/85	14.00
ZIONS WAYNE	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/01/86	640.00
ALFICH JOHN	FIREFIGHTER	ENGINE COMPANY 34	11/17/85	147.48
AYE GARY	FIREFIGHTER	TRUCK 18	12/09/85	268.00
BAILEY GEORGE	FIREFIGHTER	TRUCK 52	4/26/85	9.00
BARRON JOSE	FIREFIGHTER	ENGINE COMPANY 56	12/07/85	150.00
BARRY EDWARD	FIREFIGHTER	TRUCK 37	10/12/85	684.00
BEAUREGARD DENNIS	ENGINEER	DISTRICT RELIEF 1	2/19/86	42.50
BELLAIR WILLIAM	CAPTAIN	ENGINE COMPANY 47	2/08/85	813.00
BJORVIK JOHN	FIREFIGHTER	ENGINE COMPANY 71	4/11/86	994.38
BLUSTAIN SID	PARAMEDIC	DISTRICT RELIEF 1	6/20/85	78.00
BRACKEN DANIEL	LIEUTENANT	TRUCK 25	3/25/86	225.00
BRIGHT STEPHEN	FIREFIGHTER	ENGINE COMPANY 84	8/04/85	3961.75
BROWN THEDIS	FIREFIGHTER	ENGINE COMPANY 103	12/25/85	100.00
CALES DAVID	FIREFIGHTER	ENGINE COMPANY 8	4/09/83	2000.00
CALLAHAN MICHAEL	FIREFIGHTER	ENGINE COMPANY 43	1/11/86	154.00
CIAFAS VICTOR	PARAMEDIC	AMBULANCE 21	8/07/82	105.00
COFFEY KEVIN	FIREFIGHTER	TRUCK 26	1/20/86	213.00
COGLIANESE EDMOND	LIEUTENANT	ENGINE COMPANY 98	1/26/86	1065.50
CORCORAN TIMOTHY	FIREFIGHTER	TRUCK 36	3/29/86	149.00
CORNELL ARNETT	FIREFIGHTER	ENGINE COMPANY 46	1/20/86	160.40
CRONIN TIMOTHY	FIREFIGHTER	TRUCK 47	12/22/85	25.00
ENHELDER PAUL	ENGINEER	ENGINE COMPANY 57	2/09/86	1062.35
FERENZI BENEDICT W	LIEUTENANT	ENGINE COMPANY 8	9/12/83	40.00
FURLONG JOSEPH	LIEUTENANT	DISTRICT RELIEF 5	12/23/85	180.00
GALBRAITH JAMES	LIEUTENANT	DISTRICT RELIEF 6	2/25/85	305.00
HENNELLY JOHN	FIREFIGHTER	TRUCK 50	4/04/85	1650.00
JAZWIEK MICHAEL	PARAMEDIC	AMBULANCE 39	3/11/86	511.00
KAECKER RONALD	FIREFIGHTER	ENGINE COMPANY 127	7/10/85	5449.85
KOTOWICZ WILLIAM	FIREFIGHTER	TRUCK 58	10/01/85	123.00
KRAJECKI THOMAS J	PARAMEDIC	AMBULANCE 14	11/15/84	137.00
MCARDLE THOMAS	ENGINEER	ENGINE COMPANY 115	1/28/85	238.00
MCDEVITT BERNARD	FIREFIGHTER	ENGINE COMPANY 101	1/31/84	139.20

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CITY OF CHICAGO

CITY COUNCIL ORDERS

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REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MCMAHON	JAMES F	FIREFIGHTER	TRUCK 41	2/06/86 225.00
MCVARDY	JAMES	LIEUTENANT	ENGINE COMPANY 129	12/07/85 35.00
MEIERS	WILLIAM	LIEUTENANT	TRUCK 22	12/04/85 79.00
MIELING	TIMOTHY	ENGINEER	ENGINE COMPANY 56	8/26/85 1950.00
MULROE	THOMAS	PARAMEDIC	DISTRICT RELIEF 2	12/18/85 328.00
MUSCARELLO	ANTHONY	FIREFIGHTER	OFFICE OF THE FIRE COMMISSIONER	1/22/86 84.75
ODONNELL	WILLIAM	LIEUTENANT	TRUCK 29	2/07/86 10611.60
ORTIZ	ALFREDO	FIREFIGHTER	ENGINE COMPANY 76	7/02/85 50.00
ORTIZ	ROBERT	FIREFIGHTER	ENGINE COMPANY 22	8/27/85 51.00
SHUKSTOR	LOUIS	FIREFIGHTER	ENGINE COMPANY 126	9/18/83 400.00
SINOFOLI	ENZO	PARAMEDIC	AMBULANCE 38	7/13/85 305.00
STEWART	JESSE F	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85 48737.00
TELLADO	HECTOR	FIREFIGHTER	TRUCK 26	1/02/85 161.00
THIELSEN	RONI LEE	PARAMEDIC	DISTRICT RELIEF 2	1/03/86 118.00
TOMASELLO	ALAN	PARAMEDIC	AMBULANCE 3	12/17/85 53.25
ULANSKI	LAWRENCE	FIREFIGHTER	ENGINE COMPANY 96	11/03/85 548.44
ULANSKI	LAWRENCE	FIREFIGHTER	ENGINE COMPANY 96	3/11/86 243.80
VASQUEZ	ANGEL	PARAMEDIC	AMBULANCE 42	9/07/84 25.00
VEGA	RICARDO	FIREFIGHTER	TRUCK 21	1/15/86 139.00
VORIS	SANDRA	PARAMEDIC	DISTRICT RELIEF 6	9/15/85 68.50
VORIS	SANDRA	PARAMEDIC	DISTRICT RELIEF 6	7/14/85 95.00
WEXLER	SCOTT	PARAMEDIC	DISTRICT RELIEF 6	12/30/85 159.00
WILLIAMS	FRANK	LIEUTENANT	ENGINE COMPANY 60	2/04/86 4529.60
YANKOWSKI	LEE	FIREFIGHTER	ENGINE COMPANY 76	6/25/85 500.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

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THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALSTON	RONALD W	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/04/86 654.75
BARANGO	ANTHONY J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/03/83 468.50
BASKERVILLE	FRANK	POLICE OFFICER	AUTOMOTIVE FOUNDS SECTION	11/19/85 90646.40
BJALECKI	ROBERT J	POLICE OFFICER	OHARE LAW ENFORCEMENT	3/31/86 532.50
BLAA	RAYMOND	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/19/86 57.10
ROTWINSKI	JOSEPH	POLICE OFFICER	DETACHED SERVICES-MISCELLANEOU	4/10/86 6417.78
BOYLAN	JAMES T	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	1/19/85 102.50
BRANSFIELD	KATHLEEN A	POLICE OFFICER	EIGHTEENTH DISTRICT	7/08/85 282.50
BRINKMAN	JOHN	POLICE OFFICER	ENFORCEMENT SECTION	4/17/86 415.00
CAGE	MOSEA	POLICE OFFICER	TENTH DISTRICT	2/02/84 18376.47
CAIN	KENNETH	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/12/86 163.00
CARLSON	WAYNE G	POLICE OFFICER	NINTH DISTRICT	11/19/85 522.00
CELMER	LEONARD M	POLICE OFFICER	SIXTEENTH DISTRICT	4/10/86 171.00
CHEJN	JOSEPH J	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	3/31/86 7557.06
COLEMAN	DARRELL L	POLICE OFFICER	SECOND DISTRICT	3/19/86 274.00
COOGAN	WILLIAM J	POLICE OFFICER	EIGHTH DISTRICT	12/15/85 575.25
CRAWFORD	EDWIN M	POLICE OFFICER	FOURTEENTH DISTRICT	8/07/84 147.00
CRUMP-HALES	LILLIE R	POLICE OFFICER	YOUTH DIVISION AREA ONE	4/16/86 150.00
CUDDY	MARILYN R	POLICE OFFICER	YOUTH DIVISION AREA ONE	2/05/86 428.00
CZECHIAK	HARRY	POLICE OFFICER	SPECIAL OPERATIONS GROUP-WEST	5/10/84 3301.00
FARKEVICH	CHARLES	POLICE OFFICER	FIRST DISTRICT	2/07/84 179.00
DAVIS	JERRY J	POLICE OFFICER	INTERSECTION CONTROL UNIT	2/28/86 21232.81
DIAZ	SALVADOR	POLICE OFFICER	THIRTEENTH DISTRICT	10/15/85 1684.00
DIMATTIO	DUMINICK	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/21/85 99.00
DOMBROWSKI	HENRY J	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/31/85 90.00
DORNAN	THOMAS	POLICE OFFICER	THIRD DISTRICT	3/22/86 588.00
DORSCH	WILLIAM	POLICE OFFICER	TWENTIETH DISTRICT	2/18/86 320.00
DWYER	MARITA	POLICE OFFICER	YOUTH DIVISION AREA FIVE	4/23/85 375.00
DERWIG	ROBERT M	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/31/85 52.00
GRANDSART	LAWRENCE	POLICE OFFICER	FIFTEENTH DISTRICT	4/07/86 1568.30
GRENLIE	ROBERT L	POLICE OFFICER	SIXTEENTH DISTRICT	7/21/85 351.75
HALTOM	DANIEL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/07/86 197.70
HANSEN	DONALD A	POLICE OFFICER	TENTH DISTRICT	10/07/84 30.00
HEDBERG	JERRY E	POLICE OFFICER	FIFTH DISTRICT	3/24/85 369.50
HENRY-PHELPS	SYLVIA LEE	POLICE OFFICER	FIFTEENTH DISTRICT	4/21/86 75.00
HENSON	CHARLES B	POLICE OFFICER	SEVENTH DISTRICT	10/09/84 115.00
JANIA	ROSS M	POLICE OFFICER	FOURTEENTH DISTRICT	4/08/86 75.00
JOHNSON	CORNEALIOUS	POLICE OFFICER	INTELLIGENCE SECTION	3/20/86 550.00
JONES	ROY	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/20/86 158.50
JOYNER	RUTH	POLICE OFFICER	YOUTH DIVISION AREA ONE	2/05/86 157.00
KAHN	JON W	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/12/86 321.00
KAPUS	DAVID J	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/04/86 1222.80
KELLY	JAMES	POLICE OFFICER	EIGHTH DISTRICT	4/30/86 298.00
KELLY	TIMOTHY J	POLICE OFFICER	SEVENTH DISTRICT	11/13/85 228.00
KEVIN	EDWARD J	POLICE OFFICER	DETECTIVE DIV AREA 1 VIOLENT C	7/04/85 166.00
KIRK	NEIL B	POLICE OFFICER	AUTOMOTIVE FOUNDS SECTION	12/06/85 877.78
KNIELING	ROBERT	POLICE OFFICER	TWENTIETH DISTRICT	3/28/86 298.00
KRAUSE	ROBERT F	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/17/86 400.00
LEBRECHT	RONALD	POLICE OFFICER	SEVENTEENTH DISTRICT	7/09/77 1123.24

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THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
LULLO	PHILLIP F	POLICE OFFICER	SEVENTH DISTRICT	4/14/85 873.00
MCAULIFFE	EDWARD	POLICE OFFICER	SEVENTEENTH DISTRICT	3/04/86 463.00
MCCANN	EDDIE	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	2/10/86 226.00
MCDONALD	JAMES A	POLICE OFFICER	SIXTEENTH DISTRICT	12/16/82 60.00
MCNEEVER	MAUREEN	POLICE OFFICER	SIXTH DISTRICT	12/05/85 443.00
MESCALL	JOSEPH	POLICE OFFICER	EIGHTH DISTRICT	4/30/86 536.90
MILLER	JOHN J	POLICE OFFICER	CRIME LABORATORY DIVISION	11/29/82 285.00
MILLER	STEVEN W	POLICE OFFICER	FIFTEENTH DISTRICT	9/23/83 264.40
NYMAN	KNUTE N	POLICE OFFICER	DETACHED SERVICES-MISCELLANEOU	5/29/84 780.00
OVERTON	SUSAN P	POLICE OFFICER	NINETEENTH DISTRICT	11/25/84 14955.60
FETRENKO	VICTOR	POLICE OFFICER	SEVENTEENTH DISTRICT	2/03/86 354.00
RAUCCI	DONNA	POLICE OFFICER	FIFTEENTH DISTRICT	4/21/86 75.00
ROSELLINI	MARN V	POLICE OFFICER	SEVENTEENTH DISTRICT	9/09/85 125.00
SANCHEZ	RICARDO	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/19/86 104.10
SANFILIPPO	STEVEN V	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	11/20/85 3545.87
SEYFERLICH	WARREN	POLICE OFFICER	NINETEENTH DISTRICT	11/01/85 114.50
SICILIANO	MICHAEL V	POLICE OFFICER	FIFTEENTH DISTRICT	4/07/86 334.80
SORENSEN	JAMES H	POLICE OFFICER	OHARE SECURITY	5/16/86 109.25
STACK	JOHN	POLICE OFFICER	SEVENTEENTH DISTRICT	2/05/86 2543.65
STILLE	WILLIAM C	POLICE OFFICER	OHARE LAW ENFORCEMENT	12/04/85 248.75
STORTO	LEONARD	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/19/85 55.00
THOMPSON	THOMAS	POLICE OFFICER	SEVENTEENTH DISTRICT	3/13/86 545.00
TODD	STEPHEN	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/29/85 75.00
TOOLIS	JAMELE F	POLICE OFFICER	ELEVENTH DISTRICT	4/09/86 563.00
TOWNSEND	DONALD	POLICE OFFICER	TWENTIETH DISTRICT	3/19/86 667.00
ULDRYCH	RUDY	POLICE OFFICER	ELEVENTH DISTRICT	3/24/85 6076.52
VARALLO	DONALD E	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/22/84 298.00
WALSH	ROBERT M	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/03/86 4702.75
WOJEWOCKI	LEONARD	POLICE OFFICER	SEVENTEENTH DISTRICT	2/27/86 1539.50
WOLF	ALBERT	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	11/09/85 118.00
WRIGHT	DIANE M	POLICE OFFICER	TWELFTH DISTRICT	4/11/85 102.00
YEDLINSKI	JARRETT A	POLICE OFFICER	SEVENTEENTH DISTRICT	3/13/86 276.00
YOUNG	CLARENCE J	POLICE OFFICER	SEVENTH DISTRICT	6/02/85 140.00
JOHNSON	ROBERT	PARAMEDIC	DISTRICT RELIEF 1	5/29/85 78.75
TAYLOR	JOHN	CAPTAIN	BATTALION 1/ENGINE COMPANY 13	1/13/85 40.00

(Continued from page 32142)

At this point in the proceedings, Alderman Burke moved to suspend the rules temporarily for the purpose of going out of the regular order of business to consider an ordinance deferred and published on July 9, 1986, Council Journal pages 31514-31516, concerning an amendment to the collective bargaining agreement between the City and the Chicago Fire Fighters Union Local No. 2.

The motion was lost by yeas and nays as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Volini, Stone -- 26.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Oberman, Orr -- 23.

COMMITTEE ON AVIATION.

AUTHORITY GRANTED FOR EXECUTION OF AIRPORT USE AGREEMENT WITH CHICAGO AIRLINES, INCORPORATED.

The Committee on Aviation submitted the following report:

CHICAGO, July 28, 1986.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on June 6, 1986) to authorize the execution and adoption of a Use Agreement between the City of Chicago and Chicago Airlines, Incorporated, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) JUAN M. SOLIZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, City owns and operates the Airport known as Chicago Midway Airport situated in the City of Chicago, County of Cook, State of Illinois (hereinafter, together with any additions thereto or enlargements thereof, referred to as the "Airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto, all as hereinafter provided; and

WHEREAS, Chicago Airlines Inc. (hereinafter "Airline") is engaged in the business of air transportation and desires to lease terminal space at the Airport and to obtain certain rights and privileges with respect thereto, all as hereinafter provided; and

WHEREAS, City is willing to lease space to Airline and grant rights and privileges with respect thereto to Airline, upon the terms and conditions hereinafter provided: now, therefore,

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

SECTION 1. The Use Agreement between the City of Chicago and Airline attached hereto is hereby authorized and approved. The Mayor, the Comptroller and the Commissioner of the Department of Aviation are hereby authorized to execute the Use Agreement in substantially the form attached hereto and the City Clerk is authorized to attest and affix the seal of the City of Chicago, after approval by the Corporation Counsel as to form and legality.

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

Airport Use Agreement and Terminal Facilities Lease attached to this ordinance read as follows:

This Agreement, made and entered into, this _____ day of _____, 19____, by and between the City of Chicago, a municipality and home rule unit existing under the laws of the State of Illinois ("City") and _____, a _____ corporation ("Airline").

Witnesseth:

Whereas, City owns and operates the airport known as Chicago Midway Airport (a plat of said airport being attached hereto as Exhibit A and by this reference made a part hereof) situated in the City of Chicago, County of Cook, State of Illinois (hereinafter, together with any additions thereto or enlargements thereof, whether or not made with corporate funds of City, Government Grants-in-Aid, or any other funds of any nature whatsoever, referred to as the "Airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, Airline is engaged in the business of air transportation and desires to lease terminal space at the Airport and to obtain certain rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, City is willing to lease space to Airline and to grant rights and privileges with respect thereto to Airline, upon the terms and conditions hereinafter provided;

Now, Therefore, for and in consideration of the mutual covenants and agreements herein contained, and other valuable consideration, the parties hereto covenant and agree as follows:

Article I.

Definitions.

Section 1.01 Definitions. The following words, terms and phrases shall, for purposes of this Agreement, have the following meanings:

"Actual Costs" means, for any Fiscal Year, the sum of: (i) O & M Costs incurred during such Fiscal Year; (ii) the Capital Funds Contribution for such Fiscal Year; and (iii) the Emergency Reserve Fund Contribution for such Fiscal Year.

"Actual Revenues" means, for any Fiscal Year, the sum of: (i) total revenues from operations of the Terminal Building and the Airfield, including, without limiting the generality of the foregoing, Base Rent, Terminal Use Charges, landing fees from Fee Landings of Non-Party aircraft and revenues from lessees or occupants of space in the Terminal Building and the Airfield (including lessees or occupants of hangars), fixed base operators, restaurants, gift shops and all other Airport concessionaires, operators of car rental businesses, ground transportation businesses, and car parking facilities, and purchasers of advertising space at the Airport for such Fiscal Year; (ii) the amount of all withdrawals made from the Emergency Reserve Fund pursuant to Section 13.03 (a) during such Fiscal Year; and (iii) the amount of all withdrawals made from the Capital Project Fund pursuant to Section 14.02 (b) during such Fiscal Year.

"Agreement" means this Airport Use Agreement and Terminal Facilities Lease.

"Airfield" means the Airport excluding the Terminal Building as shown on Exhibit A.

"Airline Party" means, at any time, Airline and each other commercial passenger airline actively engaged in the air transportation business at the Airport who then has an Airport Use Agreement in effect with City.

"Airline Premises" means the Exclusive Use Premises and the Preferential Use Premises.

"Airport Use Agreement" means (i) this Agreement and (ii) any agreement for the lease of space or the use of facilities of the Airport substantially the same as this Agreement.

"Alternative Landing Fee Rate" means (a) for Fiscal Years 1985 and 1986, One Dollar and Fifty Cents (\$1.50), (b) for Fiscal Year 1987, \$1.50 multiplied by a fraction, the numerator of which is the C.P.I. for 1986, and the denominator of which is the C.P.I. for 1984, and (c) for Fiscal Years 1988 and thereafter, the Alternative Landing Fee Rate for the Previous Fiscal Year multiplied by the C.P.I. Rate.

"Annual Audit" means Annual Audit as defined in Section 5.06.

"Base Rent" means Base Rent as defined in Section 3.01.

"Capital Costs" means for a Fiscal Year costs of Capital Improvements paid in that Fiscal Year from sources other than Government Grants-in-Aid or any source outside this or any other Airport Use Agreement.

"Capital Funds" means the Capital Reserve Fund and the Capital Project Fund created pursuant to Section 14.01.

"Capital Funds Contribution" means, for Fiscal Year 1985, \$500,000, and for any Fiscal Year thereafter, the greater of (i) \$300,000 or (ii) an amount equal to five percent (5%) of the O&M Costs for such Fiscal Year, designated as such by City.

"Capital Improvements" means (i) the projects set forth in Exhibit D hereto, without regard to the dollar amounts set forth opposite such projects, (ii) the projects set forth in Exhibit E hereto, without regard to the dollar amounts set forth opposite such projects, as Government Grants-in-Aid not less than the amounts shown on Exhibit E are from time to time available therefor, and (iii) additional projects from time to time approved in writing as Capital Improvements by a Majority-in-Interest.

"Capital Project Fund Capital Costs" means Capital Costs paid from the Capital Project Fund.

"Carrier" means any commercial passenger airline, including Airline and any other Airline Party.

"City" means the City of Chicago, Illinois acting from time to time through its Commissioner of Aviation.

"Commissioner of Aviation" means the Commissioner of the Department of Aviation of City, any successor to the duties of such official, and his duly authorized assistants.

"Commissioner of Public Works" means the Commissioner of the Department of Public Works of City, any successor to the duties of such official and his duly authorized assistants.

"C.P.I." means, for any Fiscal Year, the average of the Consumer Price Index-Seasonally Adjusted U.S. City Average For All Items For All Urban Consumers (1967=100) as published monthly in the Monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor for each of the months in the Previous Fiscal Year.

"C.P.I. Rate" means, for any Fiscal Year, a fraction, the numerator of which is the C.P.I. for the Previous Fiscal Year and the denominator of which is the C.P.I. for the Fiscal Year immediately preceding the Previous Fiscal Year.

"Effective Date" means January 1, 1985.

"Emergency Reserve Fund Contribution" means, for any Fiscal Year, an amount equal to the lesser of: (i) Five Hundred Thousand Dollars (\$500,000); or (ii) the amount, if any, by which one-half (1/2) of the sum of the O & M Costs and the Capital Funds Contribution for such Fiscal Year exceeds the balance of the Emergency Reserve Fund as of the last day of the Previous Fiscal Year.

"Equipment" means Equipment as defined in Section 17.01.

"Exclusive Use Premises" means the Exclusive Use Premises, as shown on Exhibit B hereto.

"Fee Landing" means any landing at the Airport of an aircraft except an aircraft which takes off from the Airport and, without making a stop at any other airport, returns to and lands at the Airport because of meteorological conditions, mechanical or operating causes, or any similar emergency or precautionary reason.

"Fiscal Year" means January 1 through December 31 of any year or such other fiscal year as City may adopt for the Airport.

"Gate" means any portion of the Preferential Use Premises designated as a Gate in Exhibit B hereto.

"Government Grants-in-Aid" means those monies granted to City by the United States of America or any agency thereof, or the State of Illinois, or any political subdivision or agency thereof, to pay for all or a portion of the cost of capital improvements at the Airport; provided, however, that Government Grants-in-Aid shall not include any payments made for services rendered at the Airport.

"Interest Rate" means a rate three percent (3%) higher than the "corporate base rate" of interest announced from time to time by the First National Bank of Chicago, at any

time said bank does not announce a "corporate base rate", the rate of interest charged by said bank to its most creditworthy customers.

"Landing Fee" means Landing Fee as defined in Section 5.01.

"Landing Fee Rate" means the Landing Fee Rate as defined in Section 5.02.

"Majority-in-Interest" means, at any time during any Fiscal Year, any one or more Airline Parties which, in the aggregate, paid sixty percent (60%) or more of Landing Fees paid by Airline Parties for the Previous Fiscal Year. Solely for the purpose of determining a Majority-in-Interest, no airline shall be deemed to be an Airline Party during any time that an Event of Default that has occurred with respect to such Airline Party is continuing, and City has given written notice of such Event of Default to such Airline Party.

"Mid-Year Projection" means the Mid-Year Projection as defined in Section 5.05.

"Non-Party" means any person who is not a party to an Airport Use Agreement.

"New Construction" means New Construction as defined in subsection 2.05(b).

"O & M Capital Costs" means, for any Fiscal Year Capital Cost not paid from the Capital Funds or Government Grants-in-Aid.

"O & M Costs" means, for any Fiscal Year, (i) O & M Capital Costs and (ii) the costs to City of operation and maintenance of the Airport during such fiscal year, including, without limiting the generality of the foregoing, personnel costs and benefits, services, purchases of equipment, supplies and materials.

"Preferential Use" means Preferential Use as defined in subsection 2.02(c).

"Preferential Use Premises" means the Preferential Use Premises as shown on Exhibit B hereto.

"Previous Fiscal Year" means, at any time, the immediately preceding Fiscal Year. Whenever the C.P.I. Rate or any historical financial data for a Previous Fiscal Year have not yet been finally determined, City shall reasonably estimate such C.P.I. Rate or historical financial data, to be adjusted as and when the actual C.P.I. Rate is determined or the historical financial data is compiled in an Annual Audit, as the case may be.

"Projected Costs" means, for any Fiscal Year, the sum of: (i) O & M Costs projected to be incurred during such Fiscal Year; (ii) the projected Capital Funds Contribution for such Fiscal Year; and (iii) the projected Emergency Reserve Fund Contribution for such Fiscal Year.

"Projected Landing Fee Rate" means, for any Fiscal Year or any portion of a Fiscal Year, the Projected Net Deficit for such Fiscal Year (as adjusted by a Mid-Year Projection, if any) divided by one one-thousandth (1/1000) of the total of the F.A.A.

certificated maximum landing weights of all Airline Party aircraft projected to land in Fee Landings during such Fiscal Year.

"Projected Net Deficit" means, for any Fiscal Year, the amount, if any, by which Projected Costs for such Fiscal Year exceeds Projected Revenues for such Fiscal Year.

"Projected Revenues" means, for any Fiscal Year, the total projected revenues from operations of the Terminal Building and Airfield, including, without limiting the generality of the foregoing, Base Rent under Airport Use Agreements, Terminal Use Charges, landing fees from Fee Landings of Non-Party aircraft and revenues from lessees or occupants of space in the Terminal Building and the Airfield (including lessees or occupants of hangars), fixed base operators, restaurant, gift shop and all other Airport concessionaires, operators of car rental businesses, ground transportation businesses, and car parking facilities, and purchasers of advertising space at the Airport.

"Public Facilities" means all space, improvements, facilities, equipment and services now or hereafter provided by City for public use at or in connection with the Terminal Building, including, without limitation, public passenger walkways, public lobbies, public lounges, public waiting rooms, public hallways, stairways, public rest rooms and other public conveniences.

"Ramp Area" means any portion of the Preferential Use Premises designated as a Ramp Area in Exhibit B hereto.

"Related Parties" means, with respect to Airline or any Sharing Airline, (i) such airline's employees, agents, and its or their suppliers of materials and furnishers of services, (ii) any wholly-owned subsidiary of such airline engaged in aviation-related activities, and (iii) the employees, agents, and suppliers of materials and furnishers of service to any wholly-owned subsidiary of such airline engaged in aviation-related activities.

"Shared Gate" means any Gate, holdroom area and Ramp Area which Airline shares pursuant to subsection 2.02(c).

"Shared Premises" means the aggregate amount of the Preferential Use Premises the use of which is shared with another Carrier pursuant to Section 2.02 hereof.

"Sharing Agreement" means Sharing Agreement as defined in subsection 2.02(c).

"Sharing Airline" means any Carrier who enters into a Sharing Agreement with Airline pursuant to subsection 2.02(c).

"Terminal Building" means the terminal building located at the Airport as shown on Exhibit B.

"Terminal Use Charge" means Terminal Use Charge as defined in Section 4.01.

Article II.

Premises.

Section 2.01 Lease of Exclusive Use Premises. (a) City leases to Airline, and grants to Airline and its Related Parties, and Airline hereby hires and takes from City, and agrees to make payments to City in accordance with this Agreement with reference to the exclusive use of the Exclusive Use Premises.

(b) As of the date of this Agreement, the Exclusive Use Premises comprise the number of square feet set forth on Exhibit F hereto.

Section 2.02 Lease of Preferential Use Premises. (a) City leases to Airline, and grants to Airline and its Related parties, and Airline hereby hires and takes from City, and agrees to make payments to City in accordance with this Agreement with reference to the preferential use of the Preferential Use Premises.

(b) As of the date of this Agreement, the Preferential Use Premises comprise the number of square feet of holdroom space and Ramp Area, respectively, set forth on Exhibit F hereto.

(c) With respect to any Gate, "Preferential Use" means that Airline shall offer to any other Carrier the opportunity to share such Gate (including, but not limited to holdroom space, ramp area, passenger loading bridges and fuel facilities relating to such Gate) and shall share such Gate with one or more other Carriers whenever reasonable and possible. In determining whether the use by another Carrier is reasonable and possible, the following factors ("Sharing Criteria") may be considered: (i) the compatibility of the proposed operations of such other Carrier with those of Airline, (ii) the operations of those with whom Airline has subleases or handling agreements, (iii) Airline's existing and immediate future flight schedules, (iv) labor relations, (v) any court order substantially affecting Airline's use of the Airport, (vi) any order, rule or regulation or the taking of action or the refusal to take action by the Federal Aviation Administration or other government authority substantially affecting Airline's use of the Airport, and (vii) the reasonable and possible availability of other Gates at the Airport for use by other Carriers. Should Airline refuse another Carrier the opportunity to use one or more Gates, City, acting by and through the Commissioner of Aviation, may review Airline's Gate usage. If the Commissioner of Aviation reasonably determines on the basis of the Sharing Criteria and Airline's reasons for such refusal that Airline unreasonably refused usage by such Carrier, the Commissioner of Aviation may immediately require Airline to permit such Carrier to use such Gates as shall be designated by City, during those periods of time City in its sole discretion deems feasible, reasonable and possible, subject to such Carrier's execution of a Sharing Agreement with Airline, and subject to the Commissioner of Aviation's review and approval of said agreement. No Sharing Agreement shall directly or indirectly require a Sharing Airline to pay to Airline for use of any premises an amount greater than a *pro rata* share of Airline's expenses with respect to the premises being shared by such Sharing Airline, including, without limitation, Airline's labor, repair and maintenance expenses, Airline's Base Rent, Airline's Terminal Use Charges (but not Airline's Landing Fees), and interest and depreciation which are allocated by Airline to such premises in accordance with generally accepted accounting principles, plus an administrative fee of fifteen percent (15%) of such *pro rata* share of Airline's expenses, and

no Sharing Agreement shall impose on a Sharing Airline unreasonable expenses, payments, terms or conditions.

(d) Any Sharing Airline shall have the right to use the portion of Shared Premises to which its Sharing Agreement relates for the carrying on of operations and activities reasonably necessary and convenient to the conduct by such Sharing Airline of its air transportation business, including, without limiting the generality of the foregoing, the display of removable signs identifying such Sharing Airline during such Sharing Airline's use of the Shared Premises; provided, however, that such right of use shall be subject to the compliance by such Sharing Airline with the terms of the Sharing Agreement, and provided further that such right of use by any Sharing Airline shall in no way limit Airline from improving Airline's Preferential Use Premises to conform such space with Airline's corporate identity.

(e) Any dispute regarding the use of the Preferential Use Premises shall be resolved by City, acting through the Commissioner of Aviation. Consistent with this Section, no such resolution shall impair or limit Airline's rights hereunder.

Section 2.03 Use of Space. (a) The use by Airline and its Related Parties of Airline's Premises shall include the use thereof for the following purposes:

- (1) the maintenance and operation, in connection with the conduct by Airline of its air transportation business, of ticketing, passenger and baggage handling facilities, and reservation offices;
- (2) the training of personnel in the employ of or under the direction of Airline;
- (3) the maintenance and operation of facilities and equipment, the carrying on of activities reasonably necessary or convenient in connection with the foregoing, and the furnishing of all passenger amenities and services incidental thereto, including, without limitation, the furnishing of alcoholic or other beverages to members of an Airline-sponsored club in Airline's private customer relation facilities designed specifically for such members ("Airline's Private Customer Relation Facilities"); provided, however, that unless the Commissioner of Aviation shall otherwise consent, no charge shall be made by Airline for beverages furnished by it in Airline's Private Customer Relation Facilities; and
- (4) the carrying on of any other operations and activities reasonably necessary or convenient to the conduct by Airline of its air transportation business; provided, however, that all such other operations and activities shall be subject to the reasonable approval of the Commissioner of Aviation.

(b) The foregoing shall not permit the use by Airline of Airline's Premises for (i) the sale of air travel insurance, (ii) the operation of public restaurants, (iii) the carrying out of merchandising operations other than the sale of travel-related merchandise (such as flight bags) bearing Airline's name, trademark or service mark, (iv) the conduct of any car rental or ground transportation business or the operation of motor coaches, buses, taxicabs or other vehicles carrying passengers or property for hire or other consideration over the

public ways to and from the Airport, except as provided in Exhibit C or (v) the conduct of any business separate from Airline's operation of an air transportation business.

(c) Unless otherwise specifically authorized in writing by City, Airline will not (i) conduct passenger loading and unloading operations except at the Gates leased under this Agreement using the Ramp Areas leased under this Agreement, or (ii) provide fixed-based operator services except on Airline's Premises.

Section 2.04 Public Facilities. City grants to Airline and its Related Parties the right to use the Public Facilities in common with others, subject to rules and regulations promulgated by City.

Section 2.05 Substitution of Space; New Construction; Surrender of Space; Additional Space. (a) Airline and City may from time to time agree in writing upon the substitution of space in the Terminal Building or elsewhere at the Airport for all or any part of Airline's Premises then leased hereunder.

(b) City is considering modifications to the Airport ("New Construction"), including the construction of a new terminal facility or the substantial rehabilitation of the Terminal Building, during the term of this Agreement. In the event that New Construction consists of replacement of all or substantially all of the Terminal Building, then Section 6.04 applies, notwithstanding the following provisions in this subsection 2.05(b). Airline agrees that, in the event the New Construction shall require demolition of any portion of Airline's Premises, Airline shall surrender its right to use such space under this Agreement. City agrees that, in the event the New Construction shall require demolition of any portion of Airline's Premises, City will provide to Airline, prior to termination of Airline's right to use such space, equivalent space at the Airport of equal area satisfactory to Airline, on the same terms and conditions as are herein provided; provided, however, that Airline's determination as to whether substitute space provided hereunder is satisfactory shall be reasonable, and shall take into consideration the limitations imposed on City by the New Construction. Airline shall have the right to review any New Construction taking place in Airline's Premises.

(c) In the event of surrender of any of Airline's Premises in substitution for other space at the Airport, Airline shall remove from such surrendered space, within thirty (30) days of receipt of notice from City of such substitution, all trade fixtures, tools, machinery, equipment, materials, and supplies placed thereon by Airline and such other fixtures and construction of a temporary nature installed therein by Airline as the Commissioner of Aviation and the Commissioner of Public Works may require; provided, however, that Airline shall have sixty (60) days from receipt of notice under this subsection 6.05(c) to remove from surrendered spaces Airline's passenger loading bridges.

(d) The costs of Airline of relocation as a result of New Construction shall be estimated by City after consultation with Airline and shall be Capital Costs relating to the New Construction.

(e) As and when any substitute or additional space is available at the Airport for use by Carriers, City shall, insofar as is not inconsistent with its program of improvements, the

needs and desires of other Carriers and the prudent and efficient operation of the Airport by City, afford Airline the opportunity to lease hereunder a portion of such substitute or additional space at lease equal in square footage and in linear feet of gate frontage to the amount of square footage and linear feet of gate frontage originally leased hereunder; provided, however, that Airline shall not be obligated to lease any substitute or additional space offered to Airline hereunder.

(f) Any space in the Airport leased to Airline in substitution for or as additional space to be included among either the Exclusive Use Premises or the Preferential Use Premises shall be included in space leased hereunder on the same terms and conditions and at the same rental per square foot of such substituted or additional space, as is herein provided for the category of the space as to which such substitution or addition occurs; provided, however, that if, in accordance with the provisions of this Section, any space is temporarily substituted hereunder for other space, the term of the lease for such substituted space shall be only of such duration as is required for the purpose of such temporary substitution.

Section 2.06 Ingress and Egress: Right to Purchase Property. Subject to this Agreement and to rules and regulations promulgated by City, Airline shall have the right and privilege over the Airport of ingress to and egress from Airline's Premises for Airline and its Related Parties and its or their equipment, vehicles, machinery, and other property, and, except as herein otherwise specifically provided, no charges, fees or tolls of any nature, direct or indirect, shall be imposed by City upon Airline or its Related Parties for such right of ingress and egress, or for the privilege of purchasing, selling or using any materials or services purchased or otherwise obtained by Airline, or transporting, loading, unloading or handling persons, property, cargo, or mail in connection with Airline's air transportation business or exercising any right or privilege granted by City hereunder. City or its concessionaires may make and collect a charge for (i) the use of automobile parking areas or sightseeing facilities, (ii) the use of ground transportation to or from the Airport furnished by City or its concessionaires, (iii) ingress to the Airport by persons supplying flight kitchen services to Airline, (iv) ingress to the Airport by persons furnishing ground transportation service to Airline, or (v) the furnishing or sale by City or its concessionaires to the public at the Airport of services, insurance, food, and merchandise, or imposing a percentage fee payable to City by any fixed-base operator who provides fueling or other services to Airline at the Airport. Airline shall have the right to purchase or otherwise obtain property and services of any nature from any supplier of its choice.

Section 2.07 Conduct of Luggage Handling and Ticketing Operations for Other Carriers. (a) With the prior written consent of the Commissioner of Aviation, Airline may contract with any other Carrier to handle such Carrier's luggage and ticketing operations to the same extent as Airline is entitled to conduct such operations on its own behalf in connection with its conduct of its air transportation business.

(b) Airline may further sublease any (but not all) space leased to Airline under this Article II to another Carrier only for the uses and upon the terms herein set forth and provided that in each instance written approval of the Commissioner of Aviation be first obtained.

Article III.

Rent.

Section 3.01 Base Rent. (a) Airline shall pay to City throughout the term of this Agreement as rent for Airline's Premises (other than the Ramp Area) the Base Rent Rate per square foot per annum (in the aggregate, "Base Rent") for the number of square feet of Terminal Building space set forth on Exhibit F hereto. One-twelfth (1/12th) of the Base Rent shall be due and payable each month in advance.

(b) For the Fiscal Year ending December 31, 1985, the Base Rent Rate shall be Five Dollars (\$5.00). For each Fiscal Year thereafter, the Base Rent Rate shall be the Base Rent Rate for the Previous Fiscal Year multiplied by the C.P.I. Rate.

Section 3.02 Payment of Base Rent. City each month shall furnish Airline with an invoice setting forth the amount of Base Rent due and payable from Airline for the next ensuing month. Base Rent for such month shall be due and payable on the later of (a) the first (1st) day of such month, or (b) ten (10) days after Airline's receipt of the invoice.

Section 3.03 Proration. Notwithstanding the foregoing, if any rental commences or is adjusted otherwise than as of the first day of any month or terminates prior to the last day of any month, rental for such month shall be determined on a *pro rata* basis according to the number of days of such month involved, and any required payment or refund of rental for such month shall be made as promptly as practicable.

Section 3.04 Place of Payments; Late Payments. All amounts payable by Airline hereunder shall be paid to City at the Office of City's Comptroller, or at such other place as City's Comptroller shall designate in writing. Any amount which is not paid when due shall bear interest at the Interest Rate from the due date until the date it is paid.

Section 3.05 Adjustment of Square Footage in Airline's Premises. The number of square feet comprising Airline's Premises in the Terminal Building may be adjusted by City from time to time to reflect (a) results of City's field verification of the square footage contained in such premises and (b) lease of additional space or surrender of space by Airline hereunder.

Article IV.

Terminal Use Charge.

Section 4.01 Terminal Use Charge. (a) Airline shall pay to City with respect to Airline's Premises a terminal use charge ("Terminal Use Charge"). The Terminal Use Charge is based primarily on the cost of maintaining and operating Airline's Premises, including, without limiting the generality of the foregoing, the cost of insurance, security, utilities, housekeeping and ordinary maintenance of these areas and a proportionate share of the Terminal Building concourse areas which directly support Airline's operations. One-twelfth (1/12th) of the Terminal Use Charge shall be due and payable each month in advance.

(b) The Terminal Use Charge for Fiscal Year 1985 shall be:

(i) Five Dollars (\$5.00) per square foot for Airline's Premises other than the Ramp Area, consisting of the number of square feet of Terminal Building Space set forth on Exhibit F hereto; and

(ii) Fifty cents (\$0.50) per square foot for the Ramp area, consisting of the number of square feet set forth on Exhibit F hereto.

For each Fiscal Year thereafter, the Terminal Use Charge shall be the Terminal Use Charge for the Previous Fiscal Year multiplied by the C.P.I. Rate.

Section 4.02 Payment of Terminal Use Charge. City each month shall furnish Airline with an invoice setting forth the amount of Terminal Use Charge due and payable from Airline for the next ensuing month. The Terminal Use Charge for such month shall be due and payable on the later of (a) the first (1st) day of such month, or (b) ten (10) days after Airline's receipt of the invoice.

Section 4.03 Proration. Notwithstanding the foregoing, if any Terminal Use Charge commences or is adjusted otherwise than as of the first day of any month or terminates prior to the last day of any month, the Terminal Use Charge for such month shall be determined on a *pro rata* basis according to the number of days of such month involved, and any required payment or refund of Terminal Use Charge for such month shall be made as promptly as practicable.

Section 4.04 Place of Payments: Late Payments. All amounts payable by Airline hereunder shall be paid to City at the Office of City's Comptroller, or at such other place as City's Comptroller shall designate in writing. Any amount which is not paid when due shall bear interest at the Interest Rate from the due date until the date it is paid.

Section 4.05 Adjustment of Square Footage in Airline's Premises. The number of square feet comprising Airline's Premises may be adjusted by City from time to time to reflect (a) results of City's field verification of the square footage contained in such premises and (b) lease of additional space or surrender of space by Airline hereunder.

Article V.

Landing Fees.

Section 5.01 Landing Fees. Airline shall pay to City throughout the term of this Agreement at the times and in the manner provided in this Article V, a fee ("Landing Fee") for each Fee Landing of an aircraft operated by Airline. The Landing Fee shall be an amount equal to the product of (i) the F.A.A. certificated maximum landing weight of such aircraft divided by one thousand (1,000) and (ii) the Landing Fee Rate.

Section 5.02 Landing Fee Rate. The Landing Fee Rate for any Fiscal Year or any portion thereof shall be the Projected Landing Fee Rate; provided, however, that if the Projected Landing Fee Rate for any Fiscal Year or any portion thereof exceeds the Alternative Landing Fee Rate, then, at City's option, the Landing Fee Rate for such Fiscal Year or such portion thereof shall be the Alternative Landing Fee Rate.

Section 5.03 Notice of Landing Fee Rate. Not less than thirty (30) days before the first day of any Fiscal Year during the term of this Agreement, and at the same time that City provides Airline with any Mid-Year Projection, City shall give Airline written notice of the Projected Landing Fee Rate and the Landing Fee Rate for such Fiscal Year or for the remainder of such Fiscal Year, as the case may be. Such notice shall state whether City has exercised its option under Section 5.02.

Section 5.04 Payment of Landing Fees. Not later than the tenth (10th) day of each month during the term of this Agreement, Airline shall furnish City with a statement, signed by an authorized representative of Airline, certifying for each Fee Landing of aircraft operated by Airline occurring in the immediately preceding month, the type, model and F.A.A. certificated maximum landing weight of such aircraft. City shall forthwith furnish Airline with an invoice signed by an authorized representative of City setting forth the total Landing Fees payable by Airline in respect of such Fee Landings. Airline shall pay such Landing Fees within thirty (30) days after receipt of such invoice. All amounts payable hereunder shall be paid to City at the Office of City's Comptroller or at such other place as City's Comptroller shall designate by written notice to Airline. Any such amount not paid when due shall bear interest at the Interest Rate from the due date until the date it is paid.

Section 5.05 Mid-Year Adjustment of Projected Landing Fee Rate. Not later than June 1 of each Fiscal Year, City shall furnish Airline with a revised Projected Landing Fee Rate ("Mid-Year Projection"), which shall reflect the most recent available information with regard to Actual Costs incurred and Actual Revenues received during such Fiscal Year or in the Previous Fiscal Year, together with the most recently available information with regard to Landing Fees actually received by City with respect to the Airport. If the Mid-Year Projection forecasts that payments of Landing Fees by Airline Parties at the then existing Projected Landing Fee Rate would result in an overpayment or underpayment of five percent (5%) or more of the amount required hereunder to be generated by City through Landing Fees paid by Airline Parties during such Fiscal Year, City shall adjust the Projected Landing Fee Rate for such Fiscal Year to conform to the Mid-Year Projection. In no event shall Landing Fees of any Airline Party, as so adjusted, be less than zero; provided, however, that if the computations contemplated hereunder produce negative amounts, such amounts shall be reflected in the Annual Audit as described in Section 5.06

Section 5.06 Landing Fee Audit and Adjustments. (a) Within six (6) months after the last day of each Fiscal Year, City shall furnish Airline with an annual audit report certified by an independent certified public accountant and prepared by such accountant in accordance with generally accepted accounting principles applied on a consistent basis, covering the operation of Airport during such Fiscal Year ("Annual Audit"). Such Annual Audit shall set forth at least:

- (1) Actual Costs for such Fiscal Year;
- (2) Actual Revenues for such Fiscal Year;
- (3) Landing weight for, and Landing Fees paid by, each Airline Party during such Fiscal Year;

- (4) Surplus or deficit for such Fiscal Year; and
- (5) Balances as of the end of such Fiscal Year in the Emergency Reserve Fund, the Capital Reserve Fund and the Capital Project Fund.

(b) If the sum of Actual Revenues and Landing Fees paid by Airline Parties exceeds Actual Costs set forth in any Annual Audit, then City shall reflect such excess in the monthly Landing Fee invoices to the Airline Parties, whereby the amount payable under such invoice will be reduced, for each Airline Party, by an amount equal to that proportion of such excess equal to the proportion of Landing Fees paid by such Airline Party during the Previous Fiscal Year.

(c) If the sum of Actual Costs exceed Actual Revenues and Landing Fees paid by Airline Parties set forth in any Annual Audit, then Airline shall pay to City an amount equal to that proportion of such excess equal to the proportion of Landing Fees paid by such Airline during the Previous Fiscal Year. Such amount shall be due and payable at the time payment is due on the first invoice for Landing Fees issued after Airline's receipt of such Annual Audit. If such payment is not made within such thirty (30) day period, then such payment shall thereafter bear interest at the Interest Rate from the date due until the date it is paid.

Article VI.

Term.

Section 6.01 Initial Term. The initial term of this Agreement is as set forth on Exhibit G hereto.

Section 6.02 Airline's Right to Renew. Subject to restrictions on Airline's right to renew set forth in Section 6.03, Airline shall have the right, to be exercised as hereinafter provided, to extend the term of this Agreement with respect to all, but not less than all, of that portion of Airline's Premises whose initial term would otherwise expire, for two successive periods of two years, each upon the following terms and conditions:

(a) At the time of the exercise of such right, Airline shall not be in default in the performance of any of the terms or conditions of this Agreement.

(b) Each extension shall be upon the same terms and conditions as are herein contained, except that (i) there will be no further privilege of extension for the terms of this Agreement beyond the two periods referred to above and (ii) such extension shall be subject to City's right to reduce the number of Gates leased to Airline in accordance with Section 6.03 below.

(c) Airline shall exercise its right to any extension of the term of this Agreement by notifying City in writing of Airline's election to exercise such right at least 120 days prior to the expiration of this Agreement with respect to the portion of Airline's Premises as to which renewal is sought. Upon the giving of such notice, this Agreement shall be deemed extended for the two-year term with respect to such premises, subject to the provisions of this section, without execution of any additional instrument.

Section 6.03 Review of Utilization for Renewal Options. If Airline fails to demonstrate that it is using the Gates in Airline's Premises for an average of not fewer than four (4) flight turns per day per Gate, City may restrict Airline's right to renew under Section 6.02 to apply only to the number of Gates in Airline's Premises required to cause Airline's average number of flight turns to equal or exceed four (4) per day per Gate.

Section 6.04 Early Termination Resulting From Replacement of Terminal Building. In the event any New Construction carried out by City results in the replacement of all or substantially all of the Terminal Building, and upon completion of such replacement, this Agreement shall terminate; provided, however, that Airline shall have the right to lease space (upon such terms and conditions as may be acceptable to City and Airline) in any newly constructed, reconstructed or rehabilitated terminal facility to replace Airline's Premises.

Article VII.

Construction, Maintenance and Repair by Airline.

Section 7.01 Construction, Maintenance and Repair of Airline's Terminal Building Space. (a) Airline may construct or install, at its own expense, any equipment, improvements, and facilities, and any additions thereto, on all or any part of Airline's Premises. All such construction shall be made after obtaining any requisite building or construction licenses or permits. Plans and specifications of any proposed construction or installation of improvements and facilities (including any substantial alteration or addition thereto) shall be submitted to and receive the approval of the Commissioner of Aviation and the Commissioner of Public Works prior to the commencement of construction or installation. Airline shall not install, erect, or place, or permit others to install, erect, or place, any illuminated or non-illuminated signs, placards, displays or other advertising media on Airline's Premises or elsewhere at the Airport, without the prior written consent of the Commissioner of Aviation.

(b) Airline shall keep and maintain all such improvements and facilities and additions thereto constructed or installed by it in good condition and repair, reasonable wear and tear excepted. City shall have the right each year during the term of this Agreement to inspect Airline's Premises to evaluate Airline's compliance with the foregoing sentence. City shall have the right each year to provide Airline with a report of such inspection identifying those actions which are to be taken by Airline in order to fulfill its duties under this paragraph. Airline shall take such action as is specified on such report. Except as provided in Article IX hereof, no restrictions shall be placed upon Airline as to the architects, builders or contractors who may be employed by it in connection with any construction, installation, alteration, repair or maintenance of any such improvements, facilities and additions.

(c) Airline shall keep Airline's Premises in a sanitary and sightly condition.

Section 7.02 Covenant against Liens. Airline shall keep Airline's Premises and the installations situated thereon free and clear of any and all liens in any way arising out of the construction, improvement or use thereof by Airline; provided, however, that Airline

may in good faith contest the validity of any lien and shall not be in breach of this Agreement during such contest.

Section 7.03 Performance by City Upon Failure of Airline to Maintain. In the event Airline fails to perform for a period of thirty (30) days after notice from City so to do, any obligation required by this Article VII to be performed by Airline, City may enter Airline's Premises (without such entering causing or constituting a termination of this Agreement or an interference with the possession of said premises by Airline) and do all things necessary to perform such obligation, charging to Airline the cost and expense thereof, and Airline agrees to pay City such charge in addition to any other amounts payable by Airline hereunder; provided however, that if Airline's failure to perform any such obligation endangers the safety of the public or of employees of City, and City so states in its notice to Airline, City may perform such obligation of Airline at any time after the giving of such notice and charge to Airline, and Airline shall pay, as aforesaid, the cost and expense of such performance.

Article VIII.

Maintenance, Operation and Repair by City.

Section 8.01 Maintenance and Operation. City shall operate and maintain, in all respects in a manner consistent with that of a reasonably prudent operator of an airport, and keep in good condition and repair, the Terminal Building and all additions, improvements, facilities, and equipment now or hereafter provided by City at or in connection with the Terminal Building, excepting any improvements, facilities, and equipment constructed or installed by Airline. City shall keep the Terminal Building, except Airline's Premises, in a sanitary and sightly condition.

Section 8.02 Quiet Enjoyment. City agrees that Airline, performing its obligations hereunder, shall be entitled to and shall have the quiet possession and enjoyment of the premises, facilities, rights, and privileges leased to it hereunder, subject, however, to the provisions hereof.

Article IX.

Equal Opportunity, Nondiscrimination and Affirmative Action.

Section 9.01 Equal Opportunity. Airline, 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, or national origin, nor shall Airline commit an unfair employment practice. 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.

Airline agrees to put in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. Airline 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 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 Department 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, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A.

To demonstrate compliance, Airline, its contractors and subcontractors will furnish such reports and information as requested by City's Commission on Human Relations.

Section 9.02 Non-Discrimination in the Use of the Premises by Airline. 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 of the Federal Aviation Administration, and thereby involves activity which serves the public.

Airline, for itself, its 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 furnishing or 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 Airline shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation Regulations.

Section 9.03 Prohibition Against Exclusive Rights. It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308 (a) of the Federal Aviation Act of 1958, as amended, and City reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.

Section 9.04 Non-Discrimination in Furnishing Services. Airline agrees to furnish services on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, that Airline may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions.

Section 9.05 Affirmative Action. Airline assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, religion, national origin, or sex to be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Airline assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Airline assures that it will require that its covered suborganizations provide assurances to Airline that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

Article X.

Applicable Laws, Ordinances, Rules and Regulations.

Section 10.01 Compliance. (a) Airline shall comply, and shall use its best efforts to cause its Related Parties, passengers, guests, invitees, and independent contractors to comply, with all rules and regulations and amendments or supplements thereto governing the conduct and operation of the Airport, promulgated from time to time by the Commissioner, which are neither (i) inconsistent with the reasonable exercise by Airline of any right or privilege granted to it hereunder or under any other agreement between Airline and City relating to the Airport, nor (ii) inconsistent with the rules, regulations or orders of any federal, state or local government body having jurisdiction with respect thereto.

(b) Nothing herein shall be construed to prevent Airline from contesting in good faith any rule or regulation of the Airport, without being considered in breach hereof so long as such contest is diligently commenced and prosecuted by Airline. Airline shall be excused from complying with any rule or regulation of the Airport during any such contest unless the Commissioner reasonably determines that failure to comply with such rule or regulation constitutes a health or safety hazard to users of the Airport.

(c) City shall supply Airline with five (5) sets of City's current rules and regulations. Except in cases of emergency, no rule or regulation shall be applicable to Airline until Airline has been give fifteen (15) days notice of the adoption thereof.

Article XI.

Indemnity.

Section 11.01 Airline's Indemnity of City. (a) Airline shall pay, and shall protect, indemnify and save City, its agents, officers and employees, harmless from and against any and all liabilities, losses, damages, costs and expenses (including attorney's fees and expenses), causes of action, suits, claims, demands, judgments, awards and settlements including, without limitation, payments of claims or liability resulting from any injury to or death of any person or damage to property, and costs of acquisition of real property as a result of claims described in subsection (i) below, in each case, arising during or attributable to the term of this Agreement and arising out of the following (except to the extent caused by the negligence of City or its agents, officers and employees) and only to

the extent City is not reimbursed out of insurance proceeds therefor; provided, however, that if and to the extent that City fails to maintain the insurance required to be maintained by City hereunder, then Airline shall not be obligated to pay City under this Section 11.01 (a) to the extent of insurance proceeds which City would have received if it had maintained such insurance:

(1) Suits alleging a taking of property or interest in property without just compensation, trespass, nuisance, or similar suits based upon the use of the Airport for the landing and taking-off of aircraft; provided, however, that Airline shall have no liability under this Section 11.01 (a) (i) except to the extent that amounts indemnified under this Section 11.01 (a) (i) incurred in any Fiscal Year exceed the amounts withdrawn by City from the Emergency Reserve Fund pursuant to Section 13.03 (b) hereof on account of such indemnified amount and provided further that any liability of Airline under this Section 11.01 (a) (i) shall be treated either as Actual Costs of the Fiscal Year in which they are incurred for which Airline shall make payments under Section 5.04 hereof, or if incurred after the term of this Agreement, as the direct obligations of Airline, which shall be immediately due and payable;

(2) Airline's use or occupancy of the Airport or non-use (if such non-use is contrary to Airline's obligations hereunder) of Airline's Premises;

(3) The condition of Airline's Premises, including any equipment or facilities at any time located thereon, and any repairs, construction, alterations, renovation, relocation, remodeling and equipping thereof or thereto; or

(4) The violation by Airline of any agreement, warranty, covenant or condition of this Agreement, of any other contract, agreement or restriction relating to the Airport, or of any law, ordinance, regulation or court order affecting the Airport.

(b) City shall promptly notify Airline in writing of any claim or action brought against City in respect of which indemnity may be sought by City against Airline hereunder, setting forth the particulars of such claim or action and shall furnish Airline with a copy of all suit papers and legal process. Airline (except as provided in the next sentence) shall assume and have full responsibility for the defense or settlement thereof, including the employment of counsel, and the payment of all expenses and all settlements or judgments. In the event any of the suits or actions covered by subsection (a) (i) above occur, the following shall apply: (i) the defense of such suits or actions including the employment of counsel, shall be assumed by all persons who are parties to any Airport Use Agreement and conducted as directed by a Majority-In-Interest and (ii) all expenses, including attorney's fees, settlements and judgments shall be paid by City and included in Actual Costs of the Fiscal Year in which they are incurred. City shall cooperate fully with Airline in the defense of any case hereunder, and may employ separate counsel in any such action and participate in the defense thereof.

Article XII.

Insurance Requirements.

Section 12.01 Insurance Maintained by Airline. Airline shall maintain, or cause to be maintained, at its own expense, insurance with respect to its property and business against such casualties and contingencies (including but not limited to public liability) in such amounts as are customary in the case of similarly situated persons in the air transportation business, including, without limiting the generality of the foregoing, insurance of the following types in amounts not less than the following amounts:

- (a) General liability insurance with bodily injury and property damage limits of liability of \$5,000,000 per occurrence, including contractual liability coverage endorsed to include the indemnity agreement in Article XI hereof.
- (b) Worker's compensation (and occupational disease) providing statutory benefits under the law of Illinois and employer's liability insurance with limits of liability thereunder of \$500,000.
- (c) Aircraft public liability and property damage insurance with limits of liability of \$5,000,000 per occurrence.

Airline shall furnish to City Comptroller, within ten (10) days after the execution of this Agreement, certificates evidencing such insurance coverage with City as an additional insured, as its interest may appear.

Airline expressly understands and agrees that any insurance protection furnished by Airline hereunder shall in no way limit its responsibility to indemnify City and hold City harmless under the provisions of this Agreement.

If, pursuant to any other agreement between Airline and City, Airline is complying with requirements identical with those of this Article, such compliance shall also serve as compliance with the requirements of this Article.

Section 12.02 Insurance Maintained by City. (a) City shall maintain, or cause to be maintained, insurance with respect to the Airport against such casualties and contingencies and in amounts not less than is reasonably prudent. Without limiting the foregoing, City shall maintain, or cause to be maintained, the following insurance:

- (1) With respect to the Terminal Building or any other space at the Airport used for commercial passenger airline operations, insurance against loss or damage under a policy or policies covering such risks as are ordinarily insured against by reasonably prudent operators of airports, including without limiting the generality of the foregoing, fire, lightning, windstorm, hail, floods, explosion, riot, riot attending a strike, civil commotion, damage from aircraft, smoke and uniform standard extended coverage with vandalism and malicious mischief endorsements, and all-risk coverage, limited only as may be provided in the standard form, if any, of such endorsements at the time in use in the State of Illinois. Such insurance shall be maintained in an amount not less than the full insurable replacement value of the insured premises. No policy of insurance shall be written such that the proceeds thereof will produce less, by reason of co-insurance provisions or otherwise, than the full insurable replacement value of the insured premises. Full insurable replacement value of any insured premises shall be deemed to equal the actual replacement cost of the premises, and shall be determined from time to

time, but not less frequently than once every three years, by an architect, contractor, appraiser or appraisal company or one of the insurers, in any case, selected by City. In the event that such determination of full insurable replacement value indicates that the Terminal Building or any other space at the Airport used for commercial passenger airline operations is underinsured, City shall forthwith secure the necessary additional insurance coverage.

(2) For all public areas at the Airport, comprehensive general public liability insurance including blanket contractual liability and personal injury liability (with employee exclusion deleted), and on-premises automobile insurance including owned, non-owned and hired automobiles used and operated by City, protecting City against liability for injuries to persons and property arising out of the existence or operation of the Airport in limits as follows: not less than \$100,000,000 per occurrence, and not less than \$100,000,000 aggregate, bodily injury and property damage liability, combined single limit.

(3) Boiler or pressure vessel explosion insurance with coverage on a replacement cost basis as provided in subsection (a) (i) of this Section 12.02 for property damage, but any such policy may have a deductible amount not exceeding \$10,000. No such policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the first sentence of this subsection (a) (iii) by reason of co-insurance provisions or otherwise.

(b) Each policy of insurance maintained by City under this Section 12.02 shall contain a waiver of subrogation in favor of City and Airline on the part of the insurer. If, at any time, City is obligated under any other agreement then in effect between City and Airline to provide, with respect to premises at the Airport, insurance of the nature and in not less than the amounts described in this Section 12.02, then the provisions of this Section 12.02 shall be subject to the applicable provisions of such other agreement.

(c) City shall, upon request of a Majority-In-Interest, purchase policies of insurance which are additional, in scope or amount of coverage, to those policies described in this Article XII, the costs of which shall be included in Actual Costs for the Fiscal Year in which paid.

(d) City shall furnish to Airline copies of any notices received by City covering any of matters contained in this Article XII.

Article XIII.

Emergency Reserve Fund.

Section 13.01 Establishment and Maintenance of Fund. As of the Effective Date, City shall establish, and thereafter throughout the term of this Agreement, shall maintain a fund ("Emergency Reserve Fund") in accordance with the provisions of this Article XIII.

Section 13.02 Contributions. As of the last day of each month in a Fiscal Year, City shall deposit into the Emergency Reserve Fund one-twelfth (1/12th) of the Emergency Reserve Fund Contribution for such Fiscal Year.

Section 13.03 Applications. (a) If as of the end of any Fiscal Year the amount in the Emergency Reserve Fund exceeds an amount equal to one half (1/2) of the sum of (1) the O&M Costs for such Fiscal Year and (2) the Capital Funds Contribution for such Fiscal Year, then City shall thereupon withdraw from the Emergency Reserve Fund an amount equal to such excess and include such amount in Actual Revenues for such Fiscal Year.

(b) In the event any payment on account of any awards, judgments or settlement resulting from any of the events described in Section 11.01 (a) (i) becomes due and payable in any Fiscal Year, City shall withdraw from the Emergency Reserve Fund an amount equal to the lesser of (1) the amount of such payment or (2) the balance of the Emergency Reserve Fund less an amount equal to twenty-five (25%) percent of the O&M Costs for the Previous Fiscal Year, and shall apply such amount to such payment.

(c) During any Fiscal Year for which, pursuant to City's option under Section 5.02, the Landing Fee Rate is the Alternative Landing Fee Rate, City may, at the time it issues to Airline Parties invoices for Landing Fees during such Fiscal Year, withdraw from the Emergency Reserve Fund an amount equal to the amount by which:

(1) the product of (A) the aggregate amount of all such invoices to all Airline Parties and (B) the ratio of the Projected Landing Fee Rate for such Fiscal Year to the Alternative Landing Fee Rate

exceeds

(2) the aggregate amount of such invoices, and reduce the amount of such invoices accordingly.

(d) At any time when the Projected Landing Fee Rate becomes greater than the Alternative Landing Fee Rate, and City does not exercise its option under Section 5.02, City shall, prior to charging Airline the Projected Landing Fee Rate, withdraw from the Emergency Reserve Fund an amount equal to the lesser of (1) the amount necessary to be contributed to Actual Revenues in order for the Landing Fee Rate to equal the Alternative Projected Landing Fee Rate or (2) the balance of the Emergency Reserve Fund less an amount equal to twenty-five percent (25%) of the O&M Costs for the Previous Fiscal Year. Once City has made a withdrawal from the Emergency Reserve Fund in accordance with this subsection, City may charge Airline the Projected Landing Fee Rate.

(e) City may make payments out of the Emergency Reserve Fund to the extent there are:

(1) Actual Revenues, Landing Fees due from any Airline Party, or indemnification payments under Article XI unpaid when due and reasonably deemed uncollectible by City after reasonable collection efforts:

(2) extraordinary costs of operating or maintaining the Airport; or

(3) costs or revenue shortfalls resulting from the termination of this or any other Airport Use Agreement.

Section 13.04 Investment. Funds deposited in the Emergency Reserve Fund shall be invested in accordance with applicable law. Any earnings from such investments shall be deposited in the Emergency Reserve Fund and any losses from such investments shall be borne by the Emergency Reserve Fund.

Article XIV.

Capital Funds.

Section 14.01 Creation of Capital Funds. As of the Effective Date, City shall establish, and thereafter maintain throughout the term of this Agreement, two funds, designated the Capital Reserve Fund and the Capital Project Fund, respectively.

Section 14.02 Contributions. (a) As of the last day of each month in a Fiscal Year, City shall deposit one-twelfth (1/12th) of the Capital Funds Contribution for that Fiscal Year as follows:

- (1) first, to the Capital Reserve Fund the amount (if any) necessary to cause the total amount in the Capital Reserve Fund to equal the Capital Reserve Fund Limit on the date of such deposit, or if the entire such Capital Funds Contribution is not sufficient for that purpose, then the entire Capital Funds Contribution; and
- (2) second, to the Capital Project Fund, any remaining amount (which may be all) of such Capital Funds Contribution.

(b) As of the last day of each Fiscal Year, after all deposits required by Section 14.02 as of that day have been made, City shall (1) withdraw from the Capital Reserve Fund the entire amount in excess of the Capital Reserve Fund Limit, and deposit such excess amount in the Capital Project Fund, and then (2) withdraw from the Capital Project Fund the entire amount in excess of \$1,200,000, and include such excess amount in Actual Revenues for such Fiscal Year.

(c) As used in this Section 14.02, "Capital Reserve Fund Limit" means (1) for Fiscal Year 1985, \$600,000, and (2) for Fiscal Year 1986 and thereafter, the Capital Reserve Fund Limit for the Previous Fiscal Year multiplied by the C.P.I. Rate.

Section 14.03 Payment of Capital Costs. Capital Costs in any Fiscal Year shall be paid from amounts available on the date of payment from the following sources in the following order:

- (a) first, to the extent permitted under Section 14.06, from amounts in the Capital Project Fund, until exhausted;
- (b) second, to the extent permitted under Section 14.06, from Airport Revenues and Landing Fees of all Airline Parties to the extent of O & M Capital Costs, until exhausted; and
- (c) third, from amounts in the Capital Reserve Fund.

No amounts shall be paid from the Capital Reserve Fund for a Fiscal Year with respect to a Capital Improvement for which (1) City requested Majority-In-Interest approval prior to the December 1 immediately preceding the Fiscal Year, and (2) Majority-In-Interest approval in writing was received by City on or after January 1 of such Fiscal Year.

Section 14.04 Investment. Amounts in each of the Capital Funds shall be invested in accordance with applicable law. Earnings shall be retained in, and losses shall be borne by, the respective Capital Funds.

Section 14.05 Approval of Certain Capital Projects. (a) In the event any Airline Party requests approval of a capital project as a Capital Improvement, and City approves, City shall use its best efforts to obtain approval of such capital project by the Majority-In-Interest.

(b) Nothing in this Article XIV shall be construed to prevent, regulate or otherwise affect funding or approval of capital projects which are not funded in whole or in part under this Article XIV.

Section 14.06 Capital Expenditure Limit. (a) For any Fiscal Year, the sum of O & M Capital Costs and Capital Project Fund Capital Cost shall not exceed the Capital Expenditure Limit. As used in this Section 14.06, "Capital Expenditure Limit" means (1) for Fiscal Year 1985, \$1,000,000, and (2) for Fiscal Years 1986 and thereafter the sum of (A) \$1,000,000 multiplied by the Capital Expenditure Limit Inflation and (B) the amount by which the Capital Expenditure Limit for the Previous Fiscal Year exceeded the sum of actual O & M Capital Costs and Capital Project Fund Capital Costs for the Previous Fiscal Year; provided, however, that the Capital Expenditure Limit in any Fiscal Year after and including Fiscal Year 1986 shall not be less than the Capital Expenditure Limit for the Previous Fiscal Year. As used in this Section 14.06, "Capital Expenditure Limit Inflation" means, for any Fiscal Year, a number equal to the C.P.I. Rate for such year minus 4.5 percent (4.5%).

(b) During any period between (1) the time in which the budget for a Fiscal Year is prepared and approved and (2) the time actual O & M Capital Costs and Capital Project Fund Capital Costs for the Previous Fiscal Year and the current Fiscal Year are determined, City shall reasonably estimate the Capital Expenditure Limit for each such Fiscal Year, to be adjusted as and when actual O & M Capital Costs and Capital Project Fund Capital Costs are determined.

(c) Notwithstanding any other provisions of this Section 14.06, the Capital Expenditure Limit for any Fiscal Year may be increased with the approval of the Majority-In-Interest.

Article XV.

Termination by City.

Section 15.01 Termination by City. City may terminate this Agreement by giving Airline sixty (60) days advance notice in writing upon or after the happening and during the continuance of any one of the following events (each an "Event of Default"):

- (a) The filing by Airline of a voluntary petition in bankruptcy.
- (b) The institution of proceedings in bankruptcy against Airline and the final adjudication of Airline as a bankrupt pursuant to such proceedings.
- (c) The taking by a court of competent jurisdiction for a period of sixty (60) days of all or substantially all of Airline's assets pursuant to proceedings brought under the provisions of any Federal reorganization act.
- (d) The appointment of a receiver of all or substantially all of Airline's assets and Airline's failure to vacate such appointment within sixty (60) days thereafter.
- (e) The assignment by Airline of all or substantially all of its assets for the benefit of its creditors.
- (f) The abandonment by Airline of all or substantially all of its conduct of its air transportation business at the Airport.
- (g) The default by Airline in the performance of any covenant or agreement required to be performed by Airline herein and the failure of Airline to remedy such default, or to take prompt action to remedy such default, within a period of sixty (60) days after receipt from City of notice to remedy the same.

No waiver by City of default of any of the terms, covenants or conditions hereof to be performed, kept, and observed by Airline shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants, and conditions.

Article XVI.

Termination by Airline.

Section 16.01 Termination by Airline. Airline may terminate this Agreement and any or all of its obligations hereunder: (a) at any time that Airline is not in default in the payment of any amount due from it to City hereunder by giving City sixty (60) days advance notice in writing upon or after the happening and during the continuance of any one of the following events:

(1) The failure or refusal of the Federal Aviation Administration to approve all weather operations into and from the Airport of aircraft (a) similar in purpose and function to those used by Airline on the date of this Agreement and (b) operated by Airline in scheduled air transportation using facilities similar to those at the Airport and the continuance thereof for a period of at least sixty (60) days.

(2) The issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Airline's use of the Airport in its conduct of its air transportation business and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least sixty (60) days.

(3) The issuance of any order, rule or regulation or the taking of any action by the Federal Aviation Administration or other competent government authority, or the occurrence of any fire, or other casualty, not caused by the intentional or negligent act of Airline, act of God or the public enemy, substantially affecting, for a period of at least sixty (60) days, Airline's use of the Airport in its conduct of an air transportation system.

(4) The default by City in the performance of any covenant or agreement required to be performed by City herein or in any other agreement between City and Airline relating to the Airport or any part thereof, and the failure of City to remedy such default within a period of sixty (60) days after receipt from Airline of written notice to remedy the same, or if such default cannot be remedied within such sixty (60) day period, the failure of City to commence such remedy within such sixty (60) day period and to thereafter continuously and diligently prosecute such remedy to completion.

(5) The substantial restriction of City's operation of the Airport by action of the Federal Government, or any department or agency thereof, under its wartime or emergency powers, or by action of the State of Illinois, or any department or agency thereof, and continuance thereof for a period of not less than sixty (60) days, provided such restriction adversely affects Airline's operations at the Airport.

or (b) by written notice to City within ten (10) business days after Airline receives notice that the Landing Fee Rate will be greater than the Alternative Landing Fee Rate, with such termination to be effective on a date stated by Airline in its notice of termination which date is not less than six (6) months from the date City receives such notice of termination; provided, however, that:

(1) City shall have the right at any time subsequent to receipt of notice from Airline under this Section 16.01 (b) and prior to actual termination by Airline to render Airline's termination void and ineffective by electing to charge Airline the Alternative Landing Fee Rate in lieu of the Projected Landing Fee Rate; and

(2) Airline's termination under this Section 16.01 (b) shall be rendered void and ineffective if, at any time during the six (6) month period subsequent to Airline's giving notice of termination hereunder, (A) the Projected Landing Fee Rate is adjusted to a level equal to or less than the Alternative Landing Fee Rate, or (B) the Alternative Landing Fee Rate is adjusted to a level equal to or greater than the Projected Landing Fee Rate.

Upon the exercise of any right of termination, at the option of the City, all agreements, and leases entered into between Airline and City relating to the Airport shall likewise stand terminated.

No waiver by Airline of default of any of the terms, covenants, or conditions hereof, or of any other agreement between City and Airline relating to the Airport or any part thereof, to be performed, kept, and observed by City shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants, and conditions.

Article XVII.

*Right of Airline to Remove Equipment and
Right of City to Purchase Equipment.*

Section 17.01 Right of Airline to Remove Equipment. Airline shall be entitled during the term of this Agreement and for a reasonable time after its termination, not to exceed sixty (60) days, to remove from the Airport, or any part thereof, all aircraft, trade fixtures, tools, machinery, equipment, materials, and supplies placed thereon by it pursuant to this Agreement ("Equipment"), subject, however, to any valid lien which City may have thereon for unpaid fees or other amounts, payable by Airline to City hereunder or under any other agreement between City and Airline relating to the Airport or any part thereof, and provided that Airline shall repair all damage resulting from such removal. For purposes of this Article, the Equipment shall include passenger loading bridges, but shall not include stairways installed for the purpose of facilitating the use of passenger loading bridges. Airline agrees that, upon termination of this Agreement, such stairways shall become the property of City.

Section 17.02 Right of City to Purchase Equipment. In the event that (i) Airline, by its own action or by the action of others, becomes involved in bankruptcy proceedings which provide for the sale of some or all of Airline's passenger loading bridges, or (ii) Airline offers for sale to any third party some or all of Airline's passenger loading bridges, City shall have a right of first refusal with respect to such sale, whereby City shall have the right to purchase such passenger loading bridges on the terms and conditions accepted by the trustee in bankruptcy or the third party purchaser, as the case may be, for such sale.

Article XVIII.

Abatement of Rent.

Section 18.01 Abatement for Untenantable Premises and Closing of the Airport. Airline shall not be obligated to operate Airline's Premises or to pay Rent therefore during any time when all of Airline's Premises shall be untenable as reasonably determined by the Commissioner of Aviation, through no fault or negligence of Airline, its employees and agents. In the event Airline's Premises is partially untenable, as reasonably determined by the Commissioner of Aviation, through no fault or negligence of Airline, its employees and agents, Airline shall not be obligated to operate such part of Airline's Premises and Airline's rental hereunder shall be proportionately and equitable abated. In the event that the Airport shall be closed for any period of time in excess of five (5) days by any order or direction of City other than for weather or for normal maintenance and repair, or by any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction, the rental shall abate for the period of such closing.

Article XIX.

Special Provisions.

Section 19.01 Non-Party Landing Fees. (a) City shall charge a fee ("Non-Party Landing Fee") for each Fee Landing of any aircraft operated by a Non-Party. The Non-Party Landing Fee shall be the greater of the minimum landing fee established by City or the product of (i) the F.A.A. certificated maximum landing weight of such Non-Party aircraft and (ii) the Non-Party Landing Fee Rate.

(b) The Non-Party Landing Fee Rate for any Fiscal Year or any portion thereof shall be not less than one hundred twenty percent (120%) of the Projected Landing Fee Rate for such Fiscal Year or such portion thereof.

Section 19.02 Governmental Functions. (a) Nothing contained herein shall impair the right of City in the exercise of its governmental functions to require Airline to pay any tax or inspection fees or to procure necessary permits or licenses, provided such requirement is not inconsistent with the rights and privileges granted to Airline hereunder.

(b) Except as provided in subsection 2.02 (c), City shall not have control over the rates, fares or charges that Airline may prescribe in connection with the conduct of its business.

Section 19.03 Prohibition Against Operation of Ground Transportation. Except as provided in subsection 2.03 (b), nothing contained herein shall be deemed to be the grant of any franchise, license, permit or consent to Airline to operate motor coaches, buses, taxicabs or other vehicles carrying passengers or property for hire or other consideration over the public ways to and from the airport.

Section 19.04 Parity of Treatment. City shall not hereafter grant to any air transportation company in competition with Airline any rights or privileges at the Airport of a character or on a basis more favorable to such company than those granted or available to Airline, and the effect of which is to place Airline at a competitive disadvantage. For purposes of this Section 19.04, the term for which Airline or any other Carrier rents all or a portion of its premises at the Airport under an Airport Use Agreement shall not constitute either a right or a privilege.

Section 19.05 Consents and Approvals. Consents and approvals by the Commissioner of Public Works, or the Commissioner of Aviation, as the case may be, shall be in writing and shall not be unreasonably withheld.

Section 19.06 Notices. All notices to City provided for herein shall be in writing and shall be hand delivered or sent by registered or certified mail, postage prepaid, addressed to the Commissioner of Aviation, 121 North LaSalle Street, Room 1111, City Hall, Chicago, Illinois 60602, or to such other address as City may designate from time to time by written notice to Airline, and shall be deemed given upon receipt by City. All notices to Airline provided for herein shall be in writing and shall be hand delivered or sent by registered or certified mail, postage prepaid, addressed to Airline at 5945 South Keating Avenue, Chicago, Illinois 60629 Attn.: J. Scott Christian with a copy to: Katten, Muchin, Zavis, Pearl, Greenberger & Galler, 525 West Monroe, Suite 1600, Chicago, Illinois 60606-3693 with a copy to the same address, Attention: Controller, or to such other address as Airline may designate from time to time by written notice to City, and shall be deemed given upon receipt by Airline.

Section 19.07 Separability. In the event any covenant, phrase, clause, paragraph, Article, Section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, Article, Section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, Article, Section, condition or provision herein contained.

Section 19.08 Assignment. Airline shall not assign this Agreement and its rights hereunder, in whole, except with the prior consent of the City Council of City, or in part, except with the prior consent of the Commissioner of Aviation; provided, however, the foregoing shall not prevent the assignment of this Agreement and of Airline's rights hereunder to any corporation into or with which Airline may merge or consolidate, or which may succeed to the business and assets of Airline.

Section 19.09 No Abatement or Set-Off. Except as provided in Article XVIII hereof, Airline shall not abate, suspend, postpone, set-off or discontinue any payments of Base Rent, Terminal Use Charges, Landing Fees or any other amounts which it is obligated to pay hereunder. Nothing contained in this Section 19.09 shall release City from the performance of any of its obligations under this Agreement. In the event City fails to perform any of its obligations herein contained, Airline may institute such action against City as Airline deems necessary to compel performance, so long as such action does not abrogate Airline's obligations to make such payments unless a court of competent jurisdiction determines otherwise in a final, unappealable order or in an order for which the time for appeal has elapsed and no appeal has been taken.

Section 19.10 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder.

Section 19.11 Remedies Cumulative. The rights and remedies hereunder are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Section 19.12 Headings. The Article and Section headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope of intent of any provisions of this Agreement.

Section 19.13 Successors and Assigns. All of the covenants, stipulations and agreements herein contained shall, subject to the provisions of Section 19.08 hereof, inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 19.14 Construction. This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Section 19.15 Counterparts. This Agreement has been executed in several counterparts, each of which shall be an original, and all collectively but one instrument.

Section 19.16 Authorization. Execution of this Agreement was authorized by ordinance of the City Council of the City of Chicago passed on _____ (C.J.P. pp. _____).

Section 19.17 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Agreement is intended or shall be construed to give to any person other than the parties hereto, any legal

or equitable right, remedy or claim under or in respect to this Agreement. This Agreement and all of the covenants, conditions and provisions hereof are intended to be and are for the sole and exclusive benefits of the parties hereto.

In Witness Whereof, the City of Chicago has caused this Agreement to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City of Chicago, and its seal to be hereunto affixed and attested by the City Clerk of the City of Chicago, and _____ has caused this Agreement to be executed on its behalf by its _____ President and its corporate seal to be hereunto affixed and attested by its _____ Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

[Signature forms omitted for printing purposes.]

[Exhibits A and B are printed on pages 32183 and 32184 of this Journal.]

Exhibits C, D, E, F and G read as follows:

Exhibit C.

*Permitted Exception to Prohibition Against
Ground Transportation Activities
[Section 2.03(b)(iv)].*

1. Valet parking services provided by a contractor chosen by City and approved by Airline; provided that Airline's approval shall not be unreasonably withheld.

Exhibit D.

*City of Chicago Department of Aviation Midway Development
Program Exhibit 1.*

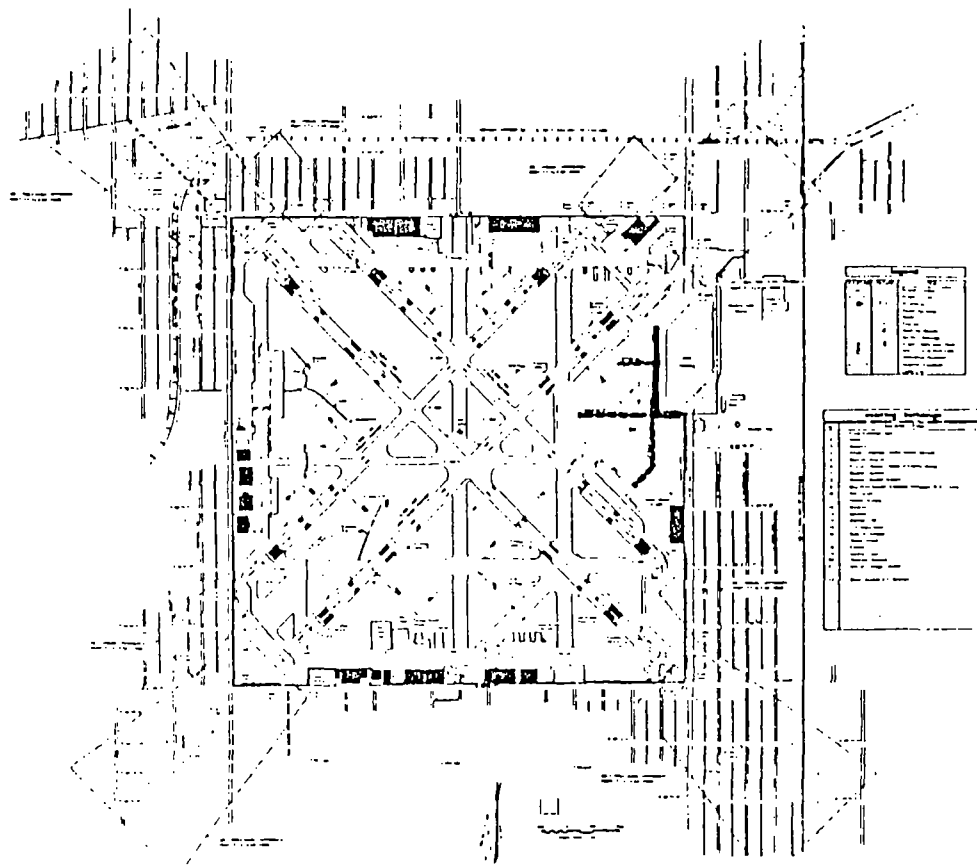
Proj. Number Name/Description

MDW-2066-04 Design North Airfield Drainage.

Amendment 4 to A. Epstein Contract to cover working DWGS
for North Airfield Drainage Rehabilitation.

City	Federal	State	Other	Total
18,750	337,500	18,750		375,000

(Continued on page 32185)



Chicago Midway
Airport

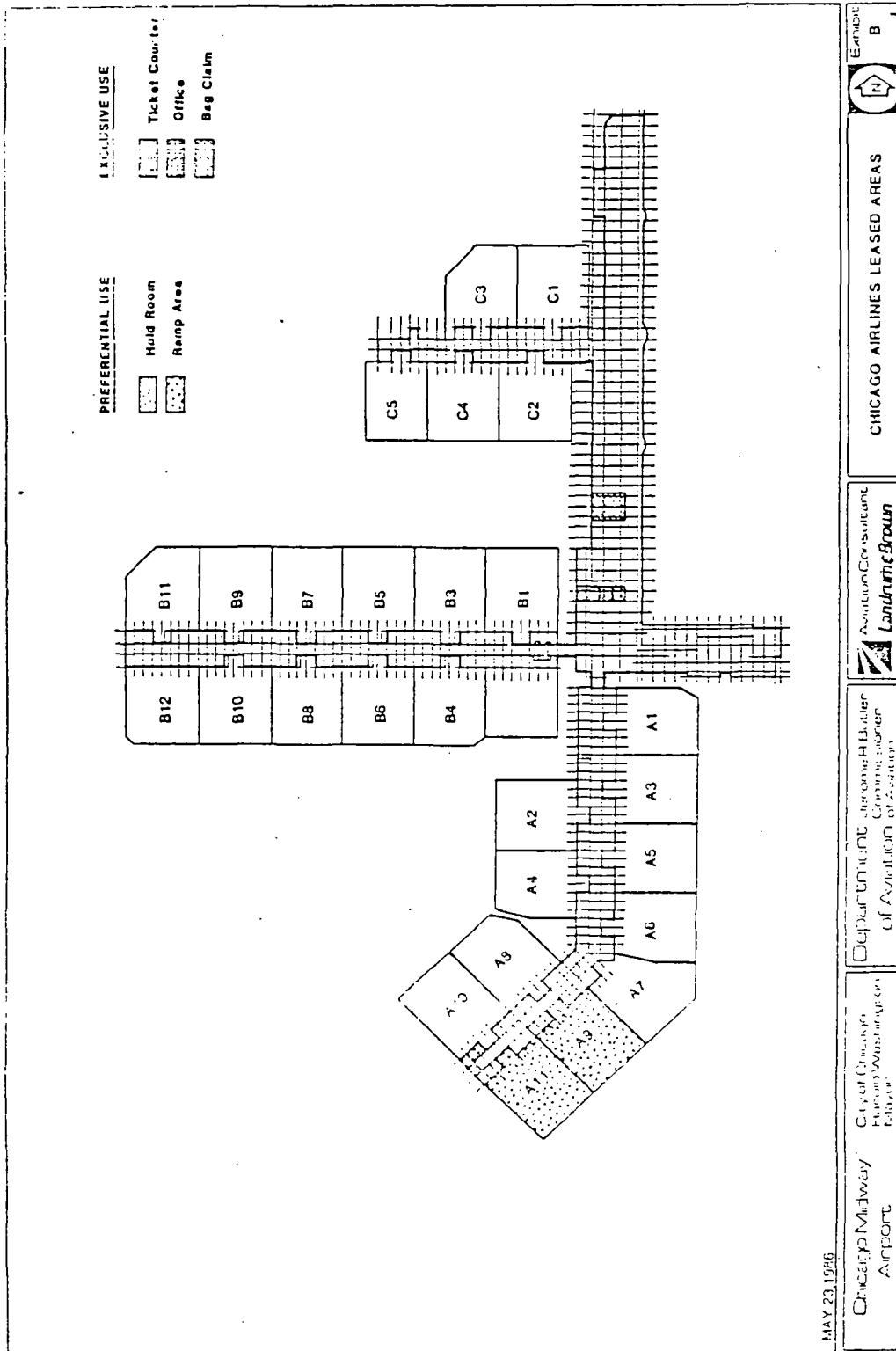
City of Chicago
Richard W. Daley, Mayor

U.S. DEPARTMENT OF TRANSPORTATION
Federal Aviation Administration

Airport Consultant
Landrum Brown

EXISTING AIRPORT LAYOUT PLAN

Sheet
A



(Continued from page 32182)

MDW-2066-05	Recnstr of South Arfld Drainage Phase 1.				
	Implementation of Master Drainage study as it applies to the South Airfield Drainage System through the Beckett Site. Construction and supervision only.				
	City	Federal	State	Other	Total
	4,800	86,400	4,800		96,000
MDW-2068	Easement Off 13R & 31L.				
	Acquisition of eight aviation easements between South Archer Avenue and the railroad for the existing approach light system (ALS) on 13R and acquisition of easements on two properties off 63rd Street and Cicero Ave. for the installation of lead in lights on 31L.				
	City	Federal	State	Other	Total
	6,701	120,618	6,701		134,020
MDW-3023	Construct 4R-22L Parallel Taxiway.				
	Construction of a parallel taxiway on the east side of runway 4R/22L approximately 2,500 feet long with one high speed and two 90 degree exits.				
	City	Federal	State	Other	Total
	206,103	3,709,857	206,103		4,122,063
MDW-3023-01	4R-22L Parallel Taxiway -- Sewer Work.				
	Sewer Department work on 4R-22L parallel taxiway project.				
	City	Federal	State	Other	Total
	16,107	289,922	16,107		322,136
MDW-3036	New Runway & Parallel Taxiway 13R/31L.				
	Construction of a parallel runway & taxiway south of the existing runway 13R - 13L approximately 3,850 feet long with one 90 degree exit and one high speed 30 degree exit. Incorporates former MDW-4010 taxiway project.				

	City	Federal	State	Other	Total
	613,858	11,049,436	613,858		12,227,151
MDW-3036-01	13R/31L RW & Taxiway -- Sewerage Work.				
	Work to be done by the Department of Sewers in conjunction with 13R/31L runway and parallel taxiway project.				
	City	Federal	State	Other	Total
	42,500	765,000	42,500		850,000
MDW-3038	West N/S Taxiway Const.				
	Construct a new west N/S taxiway to provide access for the west triangle area development. This will provide access to runway 4L-22R and to the new 13R-31L runway from the westside parking apron.				
	City	Federal	State	Other	Total
	86,963	1,565,325	86,963		1,739,250
MDW-4016	Reloc 13R Glide Slope Indic.				
	The existing glide slope indicator is being relocated northeastward of present location				
	City	Federal	State	Other	Total
	10,350	186,300	10,350		207,000
MDW-4019-01	Installation Scty Equipment.				
	Install all the necessary equipment, radios, TV, cameras and monitors for security				
	City	Federal	State	Other	Total
	13,450	121,050			134,500
MDW-4019-02	Airport Safety Equipment.				
	Purchase airport safety equipment, including a mu-meter vehicle and runway sensors.				

7/29/86

REPORTS OF COMMITTEES

32187

	City	Federal	State	Other	Total
	22,000	198,000			220,000
MDW-5109-01	Alladin Hotel/Acquisition & Reloc.				
	Acquire Alladin Hotel and relocate residents				
	City	Federal	State	Other	Total
	24,800	446,400	24,800		496,000
MDW-5109-02	Alladin Hotel/Demolition.				
	Demolish Alladin Hotel to improve operational capability of RWY 4R. part of obstruction removal program.				
	City	Federal	State	Other	Total
	1,480	26,640	1,480		29,600
MDW-5114	Land Acquisition - Belt Railroad.				
	Acquire 5.937 acres of land owned by the Belt Railroad Company.				
	City	Federal	State	Other	Total
	21,250	382,500	21,250		425,000
MDW-5115-01	Terminal Roadway Improvement Phase 1.				
	Develop bus access to inner traffic lane by cutting access way through existing canopy & median.				
	City	Federal	State	Other	Total
	23,117				23,117
TOTAL:	1,112,229	19,284,948	1,053,662		21,450,839
MDW-3059-02	Parking Lot Resurfacing/Reconfig. Phase 2.				
	Increase scope of main parking lot renovation and reconfiguration. Project now includes restriping and signage.				

	City	Federal	State	Other	Total
	315,000				315,000
MDW-3059-03	Parking Lot Resurfacing/Reconfig. Phase 3.				
	Completion of main parking lot renovation and reconfiguration. Includes work necessary to recapture rental car lane for parking, striping, completion of third exit lane and parking office.				
	City	Federal	State	Other	Total
	115,000				115,000
MDW-6103	Parking Lot/East of Cicero/Const.				
	Construct Approx. 500 car parking lot east of Cicero Avenue on current Zayre parking lot. Land to be acquired by C.T.A. as part of the southwest rapid transit expansion.				
	City	Federal	State	Other	Total
	295,000				295,000
MDW-6107	Completion of Deluge System Feeder Lines.				
	Non-federally funded work necessary to install deluge system feeders under south taxiway and west N/S taxiway to tenant lease lines.				
	City	Federal	State	Other	Total
	135,000				135,000
MDW-6109	CDB 2D-Replace OVHD Doors-Baggage Area.				
	Replace 6 overhead type doors in the baggage handling area with industrial grade, flexible impact traffic doors. These doors shall be single acting, self closing, insulated rubber type with a clear plexiglass panel in each leaf.				
	City	Federal	State	Other	Total
	<u>31,000</u>				<u>31,000</u>
TOTAL	1,006,000				1,006,000

*Exhibit E.**City of Chicago Department of Aviation
Midway Development Program Exhibit 2.*

Proj. Number Name/Description

MDW-2040

Airt. Maintenance Facility.

Prepare a program for the development of a new airport maintenance facility to be located in the south inner triangle at Midway, utilizing existing maintenance structure to be relocated from O'Hare Airport.

City	Federal	State	Other	Total
1,375,000	1,125,000			2,500,000

MDW-2050

Esmark Hangar Demolition.

Demolition of the Esmark Hangar, near the 55th and Cicero intersection and unwanted pavement which are obstructions on runway 22L and 22R.

City	Federal	State	Other	Total
14,240	256,320	14,240		284,000

MDW-2066-02

Reconstr. of South Airfield Drainage.

Implementation of master drainage study as it applies to the south airfield drainage system. Construction and supervision only.

City	Federal	State	Other	Total
33,750	607,500	33,750		675,000

MDW-2066-03

Reconstr. of North Airfield Drainage.

Implementation of master drainage study as it applies to the north airfield drainage system. Construction and supervision only.

City	Federal	State	Other	Total
60,000	1,080,000	60,000		1,200,000

MDW-2066-06

Reconstr. of South Arfld. Drainage Phase 2.

Federally funded sewerage work in the south triangle development area. Work consists of line running parallel to AAA aero site and connecting to Cicero Avenue outfall.

City	Federal	State	Other	Total
7,000	126,000	7,000		140,000

MDW-3028-01

Obstruction Removal - Continental Sales.

Prepare appraisal/s of the cost to remove an advertising sign atop the Continental Sales Discount Foods Store located at 6333 S. Cicero Avenue. Appraisal to be used for negotiations with owner and possible City acquisition.

City	Federal	State	Other	Total
1,250	22,500	1,250		25,000

MDW-3028-02

Obstruction Removal - Westside Cicero.

Acquire a billboard type sign operated by Foster & Kleiser on the westside of Cicero Avenue approximately 340' south of 63rd Street. Acquisition should include removal and haul away of all materials and structure to restore site to original condition.

City	Federal	State	Other	Total
3,650	65,700	3,650		73,000

MDW-3031

4R/22R Shoulders/Lighting/Drain.

Reconstruction of runway 4R/22L shoulders, construction of edge drains and rewiring and relighting of (H.I.R.L.) high intensity runway lights.

City	Federal	State	Other	Total
123,684	2,226,305	123,684		2,473,678

MDW-3032

13R/31L Shoulders/Lighting/Drain.

Reconstruction of runway 13R/31L shoulders, construction of edge drains, and rewiring and relighting of (H.I.R.L.) high intensity runway lights.

City	Federal	State	Other	Total
116,020	2,088,367	116,020		2,320,407

MDW-3033

Overlay Existing Runway 4L-22R.

Runway 4L/22R will be overlaid to a width of 60 ft. for approx 4000 ft. of length. Project will involve a combination of concrete and asphalt overlay, no shoulders, and relocation of existing RW/TW lights to accomodate new width.

City	Federal	State	Other	Total
228,000	4,104,000	228,000		4,560,000

MDW-3042

W. Infield Trngle Rdway/Utility Devlpmnt.

Construct access road and utilities from Central Avenue to the west airfield triangle. Includes water main to be brought from Central Ave. and meter vault.

City	Federal	State	Other	Total
213,000		213,000		426,000

MDW-3065-01

Land Acquisition-4.5 a for Cicero R.O.W.

Acquire approximately 4.5 acres of land beginning at airport boundary and extending northward parallel to Cicero Ave. along the newly designated right of way for Cicero.

City	Federal	State	Other	Total
60,000	1,080,000	60,000		1,200,000

MDW-4010-01

Const Parallel Taxiway 4L/22R Phase 1.

Construct general aviation strength taxiway parallel to runway 4L-22R from southern edge of west triangle ramp to existing runway 13L-31R. Phase 2 will complete the taxiway through to the NE corner of the north triangle area.

City	Federal	State	Other	Total
75,750	1,363,500	75,750		1,515,000

MDW-4010-02

Constr. Parallel Taxiway 4L-22R -- Phase 2.

Constr. strength taxiway parallel to runway 4L-22R north from runway 13L-31R to northeast corner of the north triangle. Project scope to include some portion of the north airfield drainage reconstruction.

City	Federal	State	Other	Total
73,750	1,327,500	73,750		1,475,000

MDW-4017

Reconfigure Airport Service Road -- 31/R.

Reconfiguration of airport service road at the end of new runway 31R to accommodate change in Alp.

City	Federal	State	Other	Total
19,400	349,200	19,400		388,000

MDW-4020-01

Terminal Signage Program.

Phase 1 Signage Program for Midway Airport to include:

- Establishing graphic standards for all directional, tenant and fascia signage.
- Establish scope of signage work required
- Develop specifications for signage program and maintenance contract.

City	Federal	State	Other	Total
62,500	62,500			125,000

MDW-4020-02

Terminal Signage Program -- Implement.

Implement terminal signage program for all directional signage.

City	Federal	State	Other	Total
197,500	197,500			395,000

MDW-4025

New 13L/31R North Parallel Taxiway.

Construction of a parallel taxiway on the northside of the new 13L/31R runway with one high speed exit.

City	Federal	State	Other	Total
200,000	3,600,000	200,000		4,000,000

MDW-4026

Obstruction Removal 55 & Central.

Removal of off airport obstructions in the vicinity of 55th and Central; 36 trees, 5 utility poles, 3 light poles, 1 sig & 1 antenna to improve operational capability of RWY 13R

City	Federal	State	Other	Total
1,995	35,910	1,995		39,900

MDW-4027

Obstruction Removal 63rd & Cicero

Removal of off airport obstruction in the vicinity of 63rd & Cicero; 28 trees, 15 utility poles, 9 light poles, 5 signs and 4 antennae to improve operational capability of RWY 31L

City	Federal	State	Other	Total
2,615	47,070	2,615		52,300

MDW-4028

Obstruction Removal -- 63 & Central.

Removal of off airport obstructions in the vicinity of 63rd & Central; 19 trees, 13 utility poles, 7 light poles, 1 sign and 1 antenna to improve operational capability of RWY 4R

City	Federal	State	Other	Total
1,565	28,170	1,565		31,300

MDW-4029

Obstruction Removal 55 & Cicero.

Removal of off airport obstructions in the vicinity of 55th & Cicero; 5 trees and 20 light poles to improve the operation capability of runway 22L

City	Federal	State	Other	Total
1,960	35,280	1,960		39,200

MDW-4031

55th/Cicero Land Acquisition.

Acquire approximately 3.7 acres of land on the northwest corner of W. 55th Street and Cicero Avenue.

City	Federal	State	Other	Total
95,000	1,710,000	95,000		1,900,000

MDW-5101

Threshold Lights/Runway Restriping.

Install runway threshold lights and restripe pavement on runways 13R/31L, 4R/22L and 4L/22R.

City	Federal	State	Other	Total
6,000	108,000	6,000		120,000

MDW-5110

Blast/Security/Sound Fencing.

Install blast, security, and sound fencing at Midway as required to replace obsolete fencing and to improve sound isolation.

City	Federal	State	Other	Total
48,750	877,500	48,750		975,000

MDW-5110-01

Blast Fence Pkg. Lot B.

Install approximately 825 feet of blast fencing 8 ft. high to protect Parking Lot B.

City	Federal	State	Other	Total
6,250	112,500	6,250		125,000

MDW-5111

Crash/Fire/Rescue Station.

Construction of new, approx. 15,400 square feet, crash/fire/rescue station to be located in west triangle at Midway Airport. Project may be developed in conjunction with airfield maintenance facility though funding will be separate.

City	Federal	State	Other	Total
55,000	1,100,000	55,000	1,540,000	2,750,000

MDW-6100

Overlay Runway 13L/31R.

Overlay, restripe, and groove runway 13L/31R at Midway. Approximately 6,200 ft. x 175 ft. wide including shoulders.

City	Federal	State	Other	Total
125,000	2,250,000	125,000		2,500,000

MDW-6101

Overlay Runway 4R/22L.

Overlay, restripe, and groove runway 4R/22L at Midway. Approximately 6,000 ft. x 175 ft. wide including shoulders.

City	Federal	State	Other	Total
100,000	1,800,000	100,000		2,000,000

MDW-6105

Airport Beacon Rewiring and New Wind Sock.

Rewire airport beacon as necessary to put beacon under tower control. Replace existing wind sock with new lighted sock and rewire as necessary to eliminate all exposed wiring.

City	Federal	State	Other	Total
1,375	24,750	1,375		27,500

MDW-6113

Rehab/Upgrade Public Restrooms -- Study.

Develop program and schematics for 2 new restrooms in the south end of the terminal, develop recommendations for the rehabilitation and upgrade of the existing toilet rooms and develop solution for relocation of the security area and related enclosures necessary to secure Gate C1.

City	Federal	State	Other	Total
5,000	5,000			10,000

MDW-6115

New Term Entry Doors W/Vestibules.

Replace existing 11 terminal entrances with new vestibuled entrances. Existing doors and operators to be replaced.

	City	Federal	State	Other	Total
			410,000		410,000
MDW-6120	Electrical Vault Equipment Upgrade.				
	Replace or rehabilitate equipment in relocated electrical vault as required.				
	City	Federal	State	Other	Total
	<u>6,200</u>	<u>117,800</u>	<u>6,200</u>		<u>124,000</u>
TOTAL	3,518,704	29,131,372	2,091,204	1,540,000	35,275,000

*Exhibit F.**Area of Airline's Premises in Square Feet**Chicago Airlines, Incorporated.*

Exclusive Use Premises

Ticket Area	750
Baggage Claim Area	3,950
Office Space	<u>2,137</u>
Subtotal:	6,837

Preferential Use Premises

Holdroom Space	2,416
Ramp Area	<u>40,820</u>
Subtotal:	43,236

TOTAL:	50,073

SUMMARY:	Square feet in Exclusive Use Premises (Section 2.01 (b):	6,837
	Square feet in Preferential Use Premises (Section 2.02 (b):	43,236
	Square feet of Terminal Building Space (total square feet minus Ramp Area) (Section 3.02 (a); Section 4.01 (b) (i)):	9,253
	Square feet of Ramp Area (Section 4.01 (b) (ii)):	40,820

*Exhibit G.**Initial Term For Chicago Airlines, Incorporated.*

The initial term for this Agreement shall commence on _____ the date authorizing ordinance of the City Council and terminating on December 31, 1991, unless otherwise terminated as provided in this Agreement.

AUTHORITY GRANTED FOR EXECUTION OF GRANT APPLICATION
WITH FEDERAL AVIATION ADMINISTRATION FOR CAPITAL
IMPROVEMENTS AT CHICAGO MIDWAY AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 28, 1986.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on June 25, 1986) to authorize the execution of a grant application between the City of Chicago and the Federal Aviation Administration for capital improvements at Chicago Midway Airport (Grant Number 3-17-0025-07), begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which was transmitted herewith.

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

Respectfully submitted,
(Signed) JUAN M. SOLIZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

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 Commissioner of Aviation on behalf of the City of Chicago is authorized to execute and submit to the Federal Aviation Administration, upon approval as to form and legality by the Corporation Counsel an Application for Federal Assistance. Said Application to be substantially in the form as attached.

SECTION 2. That the Mayor of the City of Chicago is authorized in making of said application to commit a local contribution for the aforesaid program amounting to \$615,950.

SECTION 3. That the Mayor of the City of Chicago is hereby authorized to accept for the City of Chicago and the Department of Aviation any grant offer and any subsequent grant amendments which United States Federal Aviation Administration may authorize pursuant to said application.

SECTION 4. This ordinance shall become effective immediately upon its passage.

[Application for Federal Assistance printed on pages 32199
through 32211 of this Journal].

AUTHORITY GRANTED FOR EXECUTION OF GRANT APPLICATION
WITH FEDERAL AVIATION ADMINISTRATION FOR AIR
MONITORING PROGRAM AT CHICAGO-O'HARE
INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 28, 1986.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on June 25, 1986) authorizing the execution of a Grant Application between the City of Chicago and the Federal Aviation Administration for an Air Monitoring Program at Chicago-O'Hare International Airport, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) JUAN M. SOLIZ,
Chairman.

(Continued on page 32212)

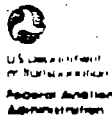
7/29/86

REPORTS OF COMMITTEES

32199

OMB APPROVAL NO. 0348-0006

FEDERAL ASSISTANCE		2. APPLICANT'S APPLICATION IDENTIFIER	3. STATE APPLICATION IDENTIFIER	4. NUMBER
1. TYPE OF SUBMISSION (Mark appropriate box) ☐ NOTICE OF INTENT (OPTIONAL) ☐ PREAPPLICATION ☒ APPLICATION		3-17-0025-07	NOTE TO BE ASSIGNED BY STATE	DATE 19 85 5 1
4. LEGAL APPLICANT/RECIPIENT a. Applicant Name: City of Chicago b. Organization Unit: Department of Aviation c. Street/P.O. Box: 20 North Clark Street - Room 3000 d. City: Chicago e. County: Cook f. State: Illinois g. ZIP Code: 60602 h. Contact Person (Name & Telephone No.): Jack Delaney 744-4378		5. EMPLOYER IDENTIFICATION NUMBER (EIN) 6. PROGRAM (From CFDA) a. NUMBER: 22.106 b. TITLE: Airport Improvement Program		
7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project) Chicago Midway Airport 1986/87 Development Program		8. TYPE OF APPLICANT/RECIPIENT A-State B-County C-School District D-School District E-Other (Specify) Enter appropriate letter: ☒		
9. AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.) Chicago Metropolitan Area		10. ESTIMATED NUMBER OF PERSONS BENEFITING 50,000,000		
11. TYPE OF ASSISTANCE A-Grants B-Loans C-Insurance D-Other (Specify) Enter appropriate letter: ☒		12. PROPOSED FUNDING a. FEDERAL: \$ 10,403,100.00 b. APPLICANT: 615,950.00 c. STATE: 539,950.00 d. LOCAL: 00 e. OTHER: 00 Total: \$ 11,559,000.00		
13. CONGRESSIONAL DISTRICTS OF APPLICANT City Wide		14. TYPE OF APPLICATION A-Initial B-Continuation C-Expansion D-Other (Specify) Enter appropriate letter: ☒		
15. PROJECT START DATE 1985 5 25		16. PROJECT DURATION Months		
17. TYPE OF CHANGE (For 14c or 14d) A-Change B-Change C-Change D-Change E-Change Enter appropriate letter: ☒		18. DATE DUE TO FEDERAL AGENCY 19		
19. FEDERAL AGENCY TO RECEIVE REQUEST U.S. Department of Transportation - Des Plaines, Illinois 60018		20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER		
21. REMARKS ADDED ☒ Yes ☐ No		22. THE APPLICANT CERTIFIES THAT: a. TYPED NAME AND TITLE: Jerome M. Butler, Commissioner of Aviation b. SIGNATURE:		
23. ACTION TAKEN a. AWARDED b. RETURNED FOR AMENDMENT c. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE d. DEFERRED e. WITHDRAWN		24. ACTION DATE: 19		
25. FEDERAL APPLICATION IDENTIFICATION NUMBER		26. FEDERAL GRANT IDENTIFICATION		
27. FUNDING a. FEDERAL: 10,403,100.00 b. APPLICANT: 615,950.00 c. STATE: 539,950.00 d. LOCAL: 00 e. OTHER: 00 Total: 11,559,000.00		28. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number):		
29. STARTING DATE: 19		30. ENDING DATE: 19		
31. REMARKS ADDED ☐ Yes ☐ No		32. REMARKS ADDED ☐ Yes ☐ No		



Great Lakes Region
Standard DOT Title VI Assurances
Airport Improvement Program

The City of Chicago (hereinafter referred to as the "sponsor") HEREBY AGREES THAT as a condition to
(Name of Sponsor)

receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the sponsor receives Federal financial assistance from the Department of Transportation including the Federal Aviation Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation, subsection 21.7 (a)(1).

More specifically and without limiting the above general assurance, the sponsor hereby gives the following specific assurances with respect to AIP Project No. 3-17-0025-07.

1. That the sponsor agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by or pursuant to the Regulations.
2. That the sponsor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with AIP Project No. 3-17-0025-07 and, in adapted form in all proposals for negotiated agreements:

The City of Chicago, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat.
(Name of Sponsor)
252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. That the sponsor shall insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
4. That where the sponsor receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
5. That where the sponsor receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
6. That the sponsor shall include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties; and for the subsequent transfer of real property acquired or improved under the Airport Improvement Program of the Federal Aviation Administration, and (b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the said Airport Improvement Program.
7. That this assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein, structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.
8. The sponsor shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 30-0014

PART II

PROJECT APPROVAL INFORMATION
SECTION A

Item 2.

Does this assistance request require State, local,
regional, or other priority rating?☐ Yes ☒ No

Name of Governing Body _____

Priority Rating _____

Item 3.

Does this assistance request require State, or local
advisory, educational or health clearances?☐ Yes ☒ No (Attach Documentation)

Name of Agency or

Board _____

Item 3.

Does this assistance request require clearinghouse review (Attach Comments)
in accordance with OMB Circular A-95?☒ Yes ☐ No

Item 4.

Does this assistance request require State, local,
regional or other planning approval?☐ Yes ☒ No

Name of Approving Agency _____

Date _____

Item 5.

Is the proposed project covered by an approved
comprehensive plan?Check one: State ☐Local ☒Regional ☐☒ Yes ☐ No Location of plan 20 North Clark - Suite 1000

Item 6.

Will the assistance requested serve a Federal
installation?☐ Yes ☒ No

Name of Federal Installation _____

Federal Population benefiting from Project _____

Item 7.

Will the assistance requested be on Federal land
or installation?☐ Yes ☒ No

Name of Federal Installation _____

Location of Federal Land _____

Percent of Project _____

Item 8.

Will the assistance requested have an impact or effect
on the environment?☐ Yes ☒ NoSee instruction for additional information to be
provided.

Item 9.

Will the assistance requested cause the displacement of
individuals, families, businesses, or farms?☒ Yes ☐ No

Number of:

Individuals _____

Families _____

Businesses 1

Farms _____

Item 10.

Is there other related Federal assistance on this
project previous, pending, or anticipated?☐ Yes ☒ NoSee instructions for additional information to be
provided.

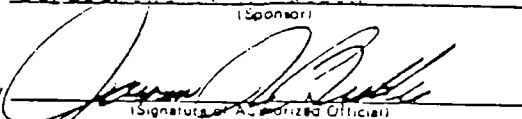
9. The sponsor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance expended after the date hereof to the sponsor by the Department of Transportation under the Airport Improvement Program of the Federal Aviation Administration and is binding on it, contractors, subcontractors, transferees, successors in interest and other participants in the AIP Project No. 2-17-0025-07. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the sponsor.

DATED May 5, 1986

City of Chicago
Department of Aviation
(Sponsor)

by


(Signature of Authorized Official)

Jerome R. Butler
Commissioner of Aviation

Attachments 1 and 2

Attachment 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the sponsor or the Federal Aviation Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to—
 - a. withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Attachment C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the City of Chicago pursuant to the provisions of Assurance 6(a).
(Name of Sponsor)

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, City of Chicago shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.
(Name of Sponsor)

(Include in deeds.)*

That in the event of breach of any of the above nondiscrimination covenants, City of Chicago shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of City of Chicago and its assigns.
(Name of Sponsor)

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by City of Chicago pursuant to the provisions of Assurance 6(b).
(Name of Sponsor)

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "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 the benefits of, or be otherwise 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 furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, City of Chicago shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, hold the same as if said (license, lease, permit, etc.) had never been made or issued.
(Name of Sponsor)

(Include in deeds.)*

That in the event of breach of any of the above nondiscrimination covenants, City of Chicago shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of City of Chicago and its assigns.
(Name of Sponsor)

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 90-0184

PART II - SECTION B

11. SITES AND IMPROVEMENTS: <u>X</u> Not required. _____ Attached as exhibits Applicant intends to acquire the site through: _____ Eminent domain. _____ Negotiated purchase. _____ Other means (specify)
12. TITLE OR OTHER INTEREST IN THE SITE IS OR WILL BE VESTED IN: <u>X</u> Applicant. _____ Agency or institution operating the facility _____ Other (specify)
13. INDICATE WHETHER APPLICANT/OPERATOR HAS: <u>X</u> Fee simple title. _____ Leasehold interest. _____ Other (specify)
14. IF APPLICANT/OPERATOR HAS LEASEHOLD INTEREST, GIVE THE FOLLOWING INFORMATION: a. Length of lease or other estate interest _____, and number of years to run _____ b. Is lease renewable? _____ Yes _____ No c. Current appraised value of land \$ _____ d. Annual rental rate \$ _____
15. ATTACH AN OPINION FROM ACCEPTABLE TITLE COUNSEL DESCRIBING THE INTEREST APPLICANT/OPERATOR HAS IN THE SITE AND CERTIFYING THAT THE ESTATE OR INTEREST IS LEGAL AND VALID.
16. WHERE APPLICABLE, ATTACH SITE SURVEY, SOIL INVESTIGATION REPORTS AND COPIES OF LAND APPRAISALS.
17. WHERE APPLICABLE, ATTACH CERTIFICATION FROM ARCHITECT ON THE FEASIBILITY OF IMPROVING EXISTING SITE TOPOGRAPHY.
18. ATTACH PLOT PLAN
19. CONSTRUCTION SCHEDULE ESTIMATES. _____ Not required. <u>X</u> Being prepared. _____ Attached as exhibits Percentage of completion of drawings and specifications at application date: Schematics _____ % Preliminary _____ % Final _____ %
20. TARGET DATES FOR Bid Advertisement _____ Contract Award _____ Construction Completion _____ Occupancy _____
21. DESCRIPTION OF FACILITY <u>X</u> Not required _____ Attached as exhibits Drawings - Attach any drawings which will assist in describing the project. Specifications - Attach copies of completed outline specifications. (If drawings and specifications have not been fully completed, please attach copies of working drawings that have been completed.)

NOTE: ITEMS ON THIS SHEET ARE SELF-EXPLANATORY. THEREFORE, NO INSTRUCTIONS ARE PROVIDED.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 34-80209

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use.—The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

N/A

2. Defaults.—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

NONE

3. Possible Disabilities.—There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

NONE

4. Land.—(a) The Sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

See Exhibit A- on file with F.A.A. will be updated after land acquisition is complete.

*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 04-R0209

PART II - SECTION C (Continued)

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

5. Exclusive Rights.—There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 31-20124

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No.
2. Functional or Other Breakout

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification.	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 225,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other architectural engineering fees			
5. Project inspection fees DPW			1,139,400
7. Land development			3,450,000
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			5,984,600
12. Equipment			760,000
13. Miscellaneous			
14. Total (Lines 1 through 13)			11,559,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			11,559,000
20. Federal Share requested of Line 19			10,403,100
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (Lines 20 & 21)			10,403,100
23. Grantee share			615,950
24. Other shares			539,950
25. Total project (Lines 22, 23 & 24)	\$	\$	\$ 11,559,000

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 3147-0047

SECTION C - EXCLUSIONS

Classification	Ineligible for Participation (1)	Excluded from Contingency Provision
26		
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	615,950
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	
28. Other Shares	
a. State	573,000
b. Other	
c. Total Other Shares	
29 TOTAL	\$ 1,155,000

SECTION E - REMARKS

PART IV PROGRAM NARRATIVE (Attach - See Instructions)

FAA Form 5100-100 (Rev. 7-79) SUPPLEMENTAL DATA SHEET

May 2, 1986

CHICAGO MIDWAY AIRPORT
PROPOSED 1986-1987 DEVELOPMENT PROGRAM
APPLICATION FOR FEDERAL ASSISTANCE
AIP #3-17-0025-07

<u>Project Number</u>	<u>Item Description</u>
MDW 3031	<u>Runway Rehabilitation 4R-22L</u> The scope of this project consists of a bituminous concrete overlay, new edge lighting and drains, shoulder widening and reconstruction, elimination of inlets, installation of an underdrain system, pavement grooving, demolition of the Southwest substation, rewiring and relighting of the (HIRL) High Intensity Runway Lights, the construction of a small fillet at the 4R approach and channelization of the West end of the south ramp.
MDW 5116	<u>Purchase of Snow Removal Equipment</u> Purchase Two Deicer Trucks (120,000 per) Purchase Two Rollover Plows (130,000 per) Purchase Two Sanders with Plows (130,000 per)
MDW 5117	<u>Land Acquisition Parcel 39 & 40</u> Acquire approximately .7 of an acre of vacant land on the southside of West 63rd Street, approximately one block west of Cicero Avenue.
MDW 6120	<u>Upgrade Electrical Vault</u> This project consists of replacing and upgrading the electrical control equipment for airfield lighting in the relocated vault.
MDW 6123	<u>Land Acquisition - Parcel 41</u> Acquire approximately 26-4 acres of land on the Northside of West 55th Street, West of Cicero Avenue and East of Laramie Avenue.

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CHICAGO MIDWAY AIRPORT
1985/87 AIRPORT IMPROVEMENT PROGRAM
APPLICATION FOR FEDERAL ASSISTANCE

	<u>Item Description</u>	<u>Estimated Total Cost</u>	<u>Federal Share</u>	<u>City Share</u>	<u>State Share</u>
1.	Runway Rehabilitation 4R-22L	7,000,000	6,300,000	350,000	350,000
2.	Purchase of Snow Removal Equipment	760,000	684,000	76,000	N/A
3.	Land Acquisition - Parcel 39 & 40	175,000	157,500	8,750	8,750
4.	Land Acquisition - Parcel 41	3,500,000	3,150,000	175,000	175,000
5.	Upgrade Electrical Vault	124,000	111,600	6,200	6,200
		<u>\$11,559,000</u>	<u>\$10,403,100</u>	<u>\$615,950</u>	<u>\$539,950</u>

(Continued from page 32198)

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 49.

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 Commissioner of Aviation on behalf of the City of Chicago is authorized to execute and submit to the Federal Aviation Administration, upon approval as to form and legality by the Corporation Counsel an Application for Federal Assistance. Said Application to be substantially in the form as attached.

SECTION 2. That the Mayor of the City of Chicago is authorized in making of said application to commit a local contribution for the aforesaid program amounting to \$144,171.

SECTION 3. That the Mayor of the City of Chicago is hereby authorized to accept for the City of Chicago and the Department of Aviation any grant offer and any subsequent grant amendments which the United States Federal Aviation Administration may authorize pursuant to said application.

SECTION 4. This ordinance shall become effective immediately upon its passage.

[Application for Federal Assistance printed on pages
32213 through 32219 of this Journal.]

Chicago-O'Hare International Airport Ambient Air Monitoring Program reads as follows:

Introduction.

(Continued on page 32220)

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REPORTS OF COMMITTEES

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FEDERAL ASSISTANCE				1. NUMBER	3. STATE APPLICATION IDENTIFIER	4. NUMBER
1. TYPE OF SUBMISSION	☐ NOTICE OF INTENT (OPTIONAL) ☐ PREAPPLICATION ☒ APPLICATION	2. CAN'T'S APPLICATION IDENTIFIER	5. DATE Year month day 19 86 7 22	6. NOTE TO BE ASSIGNED BY STATE	7. DATE ASSIGNED Year month day 19	
4. LEGAL APPLICANT INFORMATION				5. EMPLOYER IDENTIFICATION NUMBER (EIN) 36-600-5820		
a. Applicant Name: City of Chicago b. Organization Unit: Department of Aviation c. Street/PO Box: 30 W. Clark Street - Suite 3000 d. City: Chicago e. County: Cook f. State: Illinois g. ZIP Code: 60602 h. Contact Person (Name & Telephone No.): Jerome R. Butler 312-744-6886				6. PROGRAM (From CFDA) a. NUMBER: 2101-110-12 b. TITLE: Airport Improvement Program		
7. TITLE OF APPLICANT'S PROJECT (use section IV of this form to provide a summary description of the project) Chicago O'Hare International Airport Ambient Air Monitoring Program				8. TYPE OF APPLICANT/RECIPIENT ☐ State ☐ Interstate ☐ Local Government ☐ Non-Governmental Organization ☐ Non-Profit ☐ Other (Specify): Enter appropriate letter: ☒		
9. AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.) Chicago SMSA				10. ESTIMATED NUMBER OF PERSONS BENEFITING 50,000		11. TYPE OF ASSISTANCE ☐ Basic Grant ☐ Supplemental Grant ☐ Other Enter appropriate letter: ☒
12. PROPOSED FUNDING		13. CONGRESSIONAL DISTRICTS OF:		14. TYPE OF APPLICATION ☐ Amendment ☐ Continuation ☐ New Enter appropriate letter: ☒		
a. FEDERAL \$ 432,423.00 b. APPLICANT .00 c. STATE .00 d. LOCAL 144,171.00 e. OTHER .00 f. Total \$ 576,594.00		15. PROJECT START DATE Year month day 19 86 8 1 16. PROJECT DURATION 48 Months 18. DATE DUE TO FEDERAL AGENCY Year month day 19		17. TYPE OF CHANGE (For 14 or 15) ☐ Amendment ☐ Continuation ☐ New Enter appropriate letter: ☒		
19. FEDERAL AGENCY TO RECEIVE REQUEST FAA Chicago ADO				20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER		
a. ORGANIZATIONAL UNIT (IF APPROPRIATE)				b. ADMINISTRATIVE CONTACT (IF KNOWN) John Guidotti		
c. ADDRESS 2300 East Devon Avenue Des Plaines, Illinois 60016				21. REMARKS ADDED ☒ Yes ☐ No		
22. THE APPLICANT CERTIFIES THAT: To the best of my knowledge and belief, the data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved. YES, THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE _____ NO, PROGRAM IS NOT COVERED BY E.O. 12372 ☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW ☐						
23. CERTIFYING REPRESENTATIVE a. TYPED NAME AND TITLE: Jerome R. Butler, Commissioner of Aviation b. SIGNATURE:						
24. APPLICATION RECEIVED Year month day 19				25. FEDERAL APPLICATION IDENTIFICATION NUMBER		
26. FEDERAL GRANT IDENTIFICATION				27. ACTION TAKEN ☐ a. AWARDED ☐ b. REJECTED ☐ c. RETURNED FOR AMENDMENT ☐ d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE ☐ e. DEFERRED ☐ f. WITHDRAWN		
28. FUNDING				29. ACTION DATE Year month day 19		
a. FEDERAL \$.00 b. APPLICANT .00 c. STATE .00 d. LOCAL .00 e. OTHER .00 f. TOTAL \$.00				30. STARTING DATE Year month day 19		
31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)				32. ENDING DATE Year month day 19		
33. REMARKS ADDED ☐ Yes ☐ No						

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO

PART II

PROJECT APPROVAL INFORMATION
SECTION A

<u>Item 1.</u>	
Does this assistance request require State, local, regional, or other priority ratings? _____ Yes ☒ No	Name of Governing Body _____ Priority Rating _____
<u>Item 2.</u>	
Does this assistance request require State, or local advisory, educational or health clearances? _____ Yes ☒ No (Attach Documentation)	Name of Agency or Board _____
<u>Item 3.</u>	
Does this assistance request require clearinghouse review (Attach Comments) in accordance with OMB Circular A-95? _____ Yes ☒ No	
<u>Item 4.</u>	
Does this assistance request require State, local, regional or other planning approval? _____ Yes ☒ No	Name of Approving Agency _____ Date _____
<u>Item 5.</u>	
Is the proposed project covered by an approved comprehensive plan? _____ Yes ☒ No	Check one: State ☐ Local ☒ Regional ☐ Location of plan _____
<u>Item 6.</u>	
Will the assistance requested serve a Federal installation? _____ Yes ☒ No	Name of Federal Installation _____ Federal Population benefiting from Project _____
<u>Item 7.</u>	
Will the assistance requested be on Federal land or installation? _____ Yes ☒ No	Name of Federal Installation _____ Percent of Project _____
<u>Item 8.</u>	
Will the assistance requested have an impact or effect on the environment? _____ Yes ☒ No	See instruction for additional information to be provided.
<u>Item 9.</u>	
Will the assistance requested cause the displacement of individuals families, businesses, or farms? _____ Yes ☒ No	Number of: Individuals _____ Families _____ Businesses _____ Farms _____
<u>Item 10.</u>	
Is there other related Federal assistance on this project previous, pending, or anticipated? _____ Yes _____ No	See instructions for additional information to be provided.

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REPORTS OF COMMITTEES

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DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 33-00184

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No.

2. Functional or Other Breakout

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other architectural engineering fees			293,364
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to individuals and businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment Rental			293,300
13. Miscellaneous			
14. Total (Lines 1 through 13)			
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			576,564
20. Federal Share requested of Line 19			432,423
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (Lines 20 & 21)			432,423
23. Grantee share			
24. Other shares			
25. Total project (Lines 22, 23 & 24)	\$	\$	\$ 576,564

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 33-0018

SECTION C - EXCLUSIONS

Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
1.	\$	\$
2.		
3.		
4.		
5.		
6.		
7.		
8. Totals	\$	\$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	144,171
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	144,171
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	
29. TOTAL	\$ 144,171

SECTION E - REMARKS

PART IV PROGRAM NARRATIVE (Attach - See Instructions)

ENVIRONMENTAL ASSESSMENT/IMPACT STATEMENT

The proposed program is a condition of the approval of the Final Environmental Impact Statement for the Chicago O'Hare International Airport Master Plan 1984-1995 Projects (May, 1984)

COMPATIBLE LAND USEAppropriate Actions to Insure Compatible Land Use:

1. Was an off airport Land Use Plan developed as an element of a Master Plan project?
YES X NO
2. If no, do you plan to pursue such a project in the near future?
YES NO YEAR
3. Has your airport enacted a height restriction zoning ordinance to restrict the height of structures and objects of natural growth?
YES X NO
4. Height restriction zoning was enacted by:
STATE X COUNTY CITY OTHER
5. Do you plan to seek height restriction zoning to protect your airport?
YES NO YEAR
6. By whom?
STATE COUNTY CITY OTHER
7. Does the sponsoring agency have the authority to zone for land use?
YES X NO
8. If yes, have you been zoned for Compatible Land Use?
YES NO X
9. If no, have you worked to obtain appropriate zoning by other public agencies which have authority applicable to the areas requiring zoning?
YES X NO
10. If yes, with whom? Northeastern Illinois Planning Commission
DuPage County Planning Department

11. Have you or any other public agency undertaken appropriate area planning studies to recommend development of adjacent land?

YES X NO

12. If no, do you plan to undertake such a study?

YES NO WHEN?

13. List other actions taken by the airport to prevent the conversion of property adjacent to the airport to residential and other uses incompatible with airport operations.


Jerome R. Butler
Commissioner of Aviation
Date 4/25/86

(Continued from page 32212)

The U.S.E.P.A. review regarding the Final Environmental Impact Statement (E.I.S.) for the Chicago-O'Hare International Airport 1984-1995 Master Plan raised a number of concerns relative to the air quality analysis. The Federal Aviation Administration (F.A.A.) and City of Chicago Department of Aviation assembled a program to address the U.S.E.P.A. concerns. Within the program, certain measures were developed to mitigate adverse impacts on air quality and a commitment was made to implement an air quality monitoring project. This document details the monitoring project designed to support the needs for a reanalysis of the impact of the O'Hare Airport Master Plan and associated mitigation measures.

Scope.

The O'Hare Airport air monitoring network design was mutually developed by the O'Hare Air Quality Advisory Committee with members representing the following agencies: U.S.E.P.A., City of Chicago, F.A.A., Illinois E.P.A. and Argonne National Laboratory. The network was designed to meet four general objectives:

- (1) to provide data to reevaluate the previous air quality analysis (that was based largely on dispersion model calculations),
- (2) to measure background concentrations,
- (3) to monitor concentrations in "hot-spot" areas where violations of the air quality standards were predicted by the E.I.S., and
- (4) to provide data adequate to measure the impact and effectiveness of mitigation measures.

In order to meet these objectives, a long-term monitoring project spanning a period of up to four years was developed. Continuous ambient monitors providing real-time hourly data would be used and data would be automatically computerized using the Illinois E.P.A.'s existing telemetry system. With the readily available computerized database, an air quality reanalysis could be started 1 to 2 years after the initiation of ambient monitoring.

Network Design.

The air monitoring project is to be conducted in two phases. In Phase I, ambient concentrations of carbon monoxide (CO) and nitrogen oxides (NO_x) would be measured for a period of two years at four sites located in the suburban areas surrounding O'Hare Airport. As shown in Figure 1.1, these four sites are to be located in area A (Rosemont), Area C (Chicago), area H (either Elk Grove Village or Bensenville) and area I (Rosemont). Also in Phase I, two sites located in area G (Des Plaines) and area F (Rosemont) would monitor CO and NO_x for a period of six months.

In addition to the Phase I sampling sites, two existing permanent monitoring stations (shown as an X in Figure 1.1) located in Des Plaines and Schiller Park will provide data for use in the project. The Schiller Park site provides data for CO, NO_x and particulates and

will also have a meteorological system installed to provide wind direction/speed data. The Des Plaines site will provide NO_x particulates and ozone data.

At the conclusion of two years of monitoring, the Phase I sampling sites will be discontinued. Two of the discontinued sites will be relocated into the main terminal area to begin Phase II of the project. In Phase II, CO concentrations will be measured at two locations along the curb front of the lower level (arrival area). The curb front monitoring at the main terminal will be conducted for a two year period. Air quality data will also be available from the permanent sites located in Des Plaines and Schiller Park. The exact locations of the Phase II sites will be determined from the results of the Summer 1985 Special Study (CO profiles for the main terminal area) conducted by Argonne National Laboratory.

The Illinois E.P.A. will be responsible for the air monitoring project. This will include site installation, operation, maintenance, calibration, quality assurance and data collection and reporting. All data will be submitted quarterly to the U.S.E.P.A. in standard format to allow subsequent air quality analysis. The monitoring project will be implemented in accordance with all promulgated U.S.E.P.A. regulations for S.L.A.M.S. (State and Local Agency Monitoring Sites) monitoring networks.

Cost.

The following table summarizes the funding required by the Illinois E.P.A. to perform the O'Hare Airport air monitoring project as specified under the Network Design Section of this document:

Item	Cost
Personal Services	\$155,000
Telecommunications	\$26,760
Equipment	\$283,300
Commodities	\$29,954
Contractual	\$63,300
Travel	\$8,650
O.A.E.	<u>\$9,600</u>
Total	\$576,564

February, 1986 Proposal.

*O'Hare Airport Project
Cost Summary.*

Personal Services (includes indirect costs at 18%)	\$155,000
Telecommunications	\$26,760
Equipment	\$283,300
Commodities	\$29,954
Contractual	\$63,300
Travel	\$8,650
O.A.E.	\$9,600
Total	\$576,564

Personal Services.

		Cost/M. Y.	M. Y.	Total
Field Operations				
1st Year --	4 Site Operation	\$30,000	1.0	\$30,000
1st Year --	Network Startup and 6 months at Site F & G	\$30,000	1.0	\$30,000
2nd -- 4th Years --	Network Operation	\$31,6673.0	\$95,000	
				\$155,000
Total				

Telecommunications.

		Unit/Cost	Quantity	Total
Data Circuits				
Long Distance				
Installation		\$1,000	1	\$1,000
Service		\$180/mo	4 Years	\$8,640
Local Lines				
Installation		\$1,000	3	\$3,000
Service	Phase I	\$50/mo	3x2 Years	\$3,600
	Phase II	\$50/mo	2x2 Years	\$2,400
Business Circuits				
Installation		\$30	4	\$120
Service	Phase I	\$50/mo	4x2 Years	\$4,800
	Phase II	\$50/mo	1x2 Years	\$1,200

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	Unit/Cost	Quantity	Total
Long Distance Service From I.E.P.A. H.Q. to Monitoring Stations	\$20/mo	4 Years	\$2,000

Telecommunications Total		\$26,760	

Equipment.

Item	Unit Cost	Quantity	Total Cost
Monitoring Shelter	\$6,000	5	
Shelter Accessories: (Fire Exting, First Aid Kits, Security Lights, Alarms, Chairs, Ladders, etc.)	\$1,000	5	
Wind Monitor (Includes Recorder and Tower)	\$4,300	1	
NO ₂ Monitor (C.S.I. 1600)	\$8,500	5	
NO ₂ Calibration System (C.S.I. 1700)	\$12,750	5	
Gas Cylinder Regulators (C.G.A. 660/NO)	\$500	11	
Wet Test Meter (For C.S.I. 1700)	\$1,350	1	
Bubblemeter (For C.S.I. 1700)	\$250	1	
Bendix 8861 DA (For NO ₂ accuracy audits)	\$7,000	2	
CO Monitor (Beckman 866)	\$9,700	5	
Gas Cylinder Regulators (C.G.A. 350/CO)	\$200	15	

Item	Unit Cost	Quantity	Total Cost
Data Logger (Collection Node)	\$8,900	1	
Telemetry Satellite	\$2,500	4	
Single Channel Chart Recorders (For Beckman 866/CO)	\$1,400	5	
Dual Channel Chart Recorders (For C.S.I. 1600/NO ₂)	\$1,700	5	\$8,500
Rack Mounted Voltmeters	\$600	12	\$7,200
Digital Multimeters (Portable)	\$250	3	\$750
Tool Set (Includes Vacuum pump)	\$300	2	\$600
Calculator and Briefcase	\$100	2	\$200
Station Wagon	\$12,500	1	\$12,500
Air Flow Rate Calibration (Q.A. Office)	\$2,000	1	\$2,000
Miscellaneous Equipment			\$7,500
Equipment Total			\$283,300

Commodities.

Item	Unit Cost	Quantity	Total Cost
Telemetry Repair Parts			\$250
Q.A./NO Cylinder (1)	\$300/yr.	2 yr.	\$600
Q.A./CO Cylinder (3)	\$400/yr.	2 yr.	\$800
Q.A./Misc. Supplies	\$500/yr.	2 yr.	\$1,000
Wind System Parts			\$300

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Item	Unit Cost	Quantity	Total Cost
Chart Paper (for recorders)	\$ 6	300	\$1,800
Teflon Sample Line	\$1/ft.	1,000 ft.	\$1,000
Teflon/Kynar Fittings			\$500
Particulate Filter Holders	\$ 65	12	\$780
Particulate Filters	\$ 1	1,200	\$1,200
Charcoal	\$ 45	5	\$225
Drierite			\$1,000
Converter Material (C.S.I. 1600)	\$ 135	8	\$1,080
Converter (Beckman 866)	\$ 150	6	\$900
Pyrex Window Disc	\$ 15	6	\$90
Nupro Filter Elements (4 C.S.I 1600 and 4 Beckman 866)	\$ 25	8	\$200
Recorder Pens	\$ 2	250	\$500
Protocol Cylinder, NO	\$ 276	13	\$3,588
Span Gas Cylinder, CO (43 PPM)	\$ 130	7	\$910
Precision Gas Cylinders, CO (9 PPM)	\$ 130	7	\$910
Span Gas Cylinder, NO (0.45 PPM)	\$ 200	5	\$1,000
Accuracy Audit Cylinders, CO	\$ 130	8	\$1,040
Calibration Gas Cylinder, Co.	\$ 130	11	\$1,430

*Commodities
(Spare Parts).*

CSI 1600	Quantity	Unit Cost	Total Cost
1. PM Tube	1	600.00	\$600
2. Heater - Converter Assy.	1	62.00	62

CSI 1600	Quantity	Unit Cost	Total Cost
3. Thermister - Pmt. Assy.	2	27.00	\$54
4. Heater Assy. - (Recreation Chamber)	2	35.00	70
5. Solenoid Value	2	115.00	230
6. Integrated Circuit (M3130147)	1	130.00	130
7. Orifice .005	2	16.00	32
8. Orifice .010	2	16.00	32
9. 10 Turn 2K Potentiometer	2	29.00	58
10. 10 Turn Control Dial	2	26.00	52
11. Converter - Temp Control P.C.B.	1	280.00	280
12. Pump	5	90.00	450
13. Ozone Generator Assy.	1	550.00	550
CSI 1700			
1. Tube - Photodiode	1	165.00	165
2. Lamp - U.V.	1	175.00	175
3. Thermistor 2K - 50 deg.	1	24.00	24
205 Clean Air Supply			
1. Pump	1	375.00	375
2. Filter Drain Coil	1	35.00	35
Beckman 866			
1. IR Source	1	345.00	345
2. Detector	1	1050.00	1,050
3. Pump	2	176.00	352

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Beckman 866	Quantity	Unit Cost	Total Cost
4. Filter - Drain	2	35.00	\$70
5. Span - Zero Solenoid	2	115.00	230
6. Oscillator Board	1	285.00	285
7. Filter - Rectifier Bd.	1	255.00	255
8. DC Amp. Bd.	1	380.00	380
9. Logic Board - Standardizer	1	450.00	450
10. Vernier Dial	2	15.00	30
11. O-Rings	12	.62	15
12. R-Rings	12	.62	15
U.S.E.P.A. Loaners			
1. Miscellaneous Repair Parts	4	500	2,000

Commodities Total

\$29,954

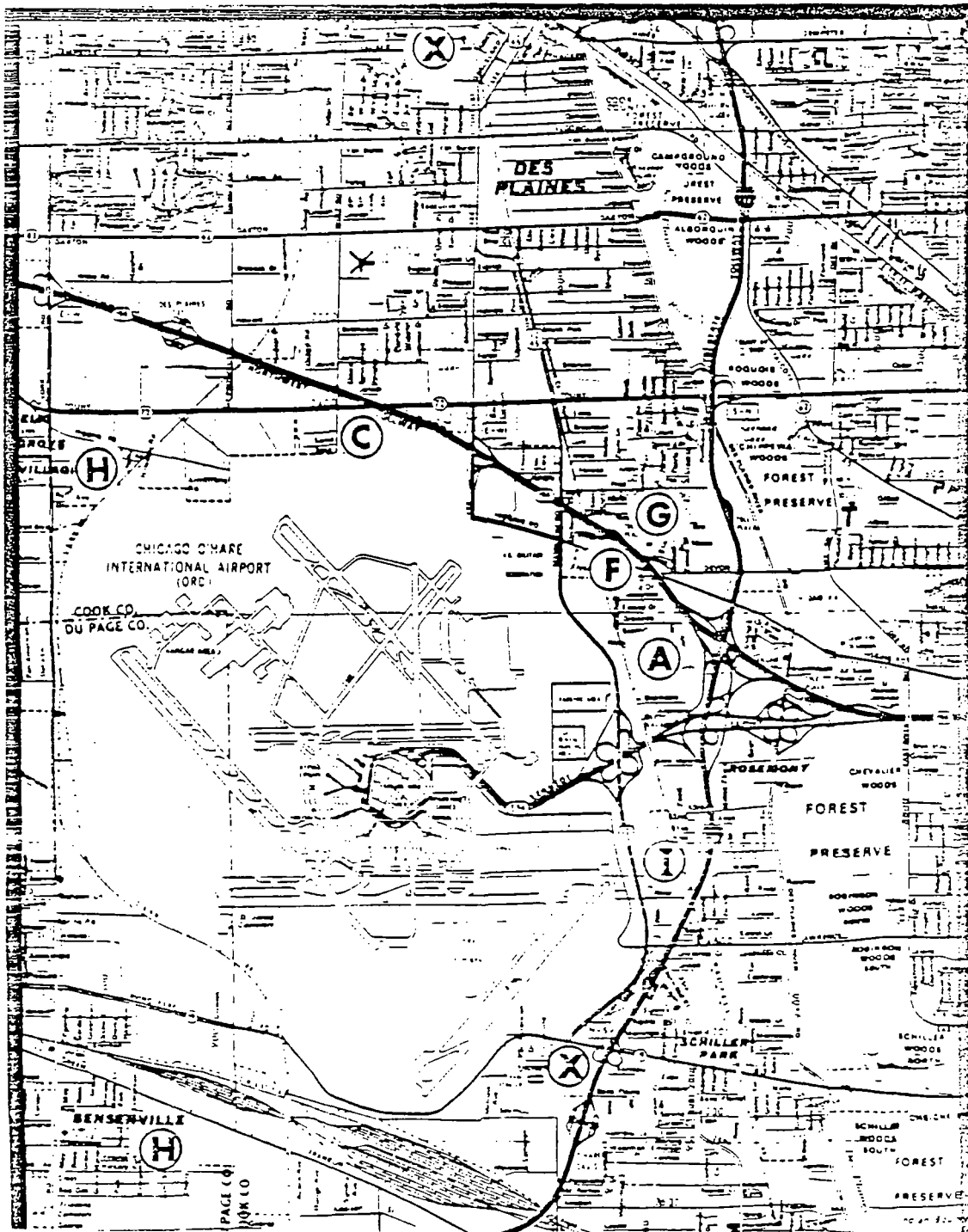
Contractual.

Item	Unit Cost	Quantity	Total Cost
Concrete Pad (for monitoring shelter)	\$2,000	4	\$8,000
Security Fence	\$1,200	4	\$4,800
Electrical Installation	\$2,000	5	\$10,000
Electrical Service (5 stations)	\$750/mo.	26 mo.	\$19,500
Miscellaneous Contractual	\$500	90	\$10,000
Recertification of NO Protocol Cylinders	\$320	13	\$4,200
Q.A. Office Cylinders	\$200	1	\$200

Item	Unit Cost	Quantity	Total Cost
Monitoring Site Rental (One Site)	\$100/mo.	26 mo.	\$2,600
Miscellaneous Repair U.S.E.P.A. Loaners	\$1,000	4	\$4,000
Contractual Total			\$63,300
<i>Travel.</i>			
Quality Assurance Office			\$2,000
Data Management Unit			\$1,000
Maintenance/Calibration Unit			\$2,250
Field Operations Unit			\$3,400
Travel Total			\$8,650
<i>Operation of Automotive Equipment (O.A.E.).</i>			
Quality Assurance			\$800
Maintenance/Calibration			\$1,300
Data Management			\$600
Field Operations			\$7,000
O.A.E. Total			\$9,600

[Figure 1.1 attached to Airport Ambient Air Monitoring
Program printed on page 32229 of this Journal.]

FIGURE 1.1
O'Hare Monitoring Areas



AUTHORITY GRANTED FOR AMENDMENT TO CONCESSION
AGREEMENT WITH C. W. SWEET TREATS,
INCORPORATED AT CHICAGO-O'HARE
INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 28, 1986.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor, to allow for the placement of a concession at Chicago- O'Hare International Airport, C. W. Sweet Treats, Incorporated, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, an amendment, which is transmitted herewith.

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

Respectfully submitted,
(Signed) JUAN M. SOLIZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

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 Commissioner of Aviation, subject to approval as to form and legality of the Corporation Counsel, is authorized to approve on behalf of the City of Chicago an amendment to a certain concession agreement at Chicago-O'Hare International Airport between the City of Chicago and C. W. Sweet Treats, Incorporated, said agreement to be in the following form:

This Agreement made and entered into this day of _____, 1986, by and between the City of Chicago, municipal corporation of the State of Illinois, hereinafter referred to as "Licensor" and C. W. Sweet Treats, Inc., a corporation organized under and existing by virtue of the laws of the State of Illinois hereinafter referred to as "Licensee".

Witnesseth:

Whereas, Licensor and Licensee have heretofore entered into an agreement authorized by the City Council June 6, 1986 (C.J.P. pp _____), hereinafter referred to as "said Licensee Agreement", in and by which Licensor among other provisions, granted to Licensee certain privileges or premises to be occupied and used for the purposes therein stated, located at Chicago-O'Hare International Airport in the City of Chicago, Counties of Cook and Du Page, State of Illinois;

Now, Therefore, Licensor, in consideration of provisions and conditions set forth in said agreement, does hereby amend said Licensee Agreement, and Licensee hereby accepts said privileges or premises therein set forth and upon the terms, conditions and provisions set forth and stated therein (to which reference is hereby made, and which the parties agree will be incorporated, and shall be considered to be incorporated herein, by this reference thereto) except in so far and only in so far as said privileges, premises, terms, conditions and provisions are modified, changed, or amended by the further provisions of the Licensee Agreement.

It is hereby agreed that the sole modifications of, changes in, and any amendments to said Licensee Agreement, which are hereby made therein, and which shall be applicable to all renewals and extensions as may be made and provided for therein, are as follows:

1. Section (1) of Article I, Premises, appearing on page 1 of this Candy Store Concession License Agreement and reading as follows:

"Space 3B62-U1, consisting of approximately 315 square feet in Terminal Building 3, as indicated in Exhibit "A" which is attached hereto and made part hereof".

shall be and the same is hereby changed, modified and amended to read as follows:

"Space 3B62-U1, consisting of approximately 375 square feet in Terminal Building 3 as indicated in Exhibit "A" which is attached hereto and made a part hereof".

It is, therefore, agreed that except solely as hereinabove modified, changed and amended, the privileges, premises, terms, conditions and provisions of said agreement shall apply to, and shall govern, this amendment of said agreement and any further renewals or extensions thereof for any subsequent period which may be affected or made under and in accordance therewith.

Execution of this Amendment authorized by ordinance of the City Council of the City of Chicago passed on the _____ day of _____ 19 ____, (C.J.P. pp _____).

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

[Signature forms omitted for printing purposes.]

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

[Exhibit A printed on pages 32233 and 32234 of this Journal.]

APPROVAL GIVEN FOR VARIOUS CONCESSIONS AT
CHICAGO-O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 28, 1986.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a series of proposed ordinances transmitted with a communication signed by the Honorable Harold Washington, Mayor, to allow for the placement of various concessions at Chicago-O'Hare International Airport: a) Fannie May Candy Shops, Inc. -- (referred 7-9-86), b) Dannel's Leather Shop Concession - (referred 7-9-86), c) Skyway Photo Services, Inc. - photo processing concession - (referred 7-9-86), begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinances, which are transmitted herewith.

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

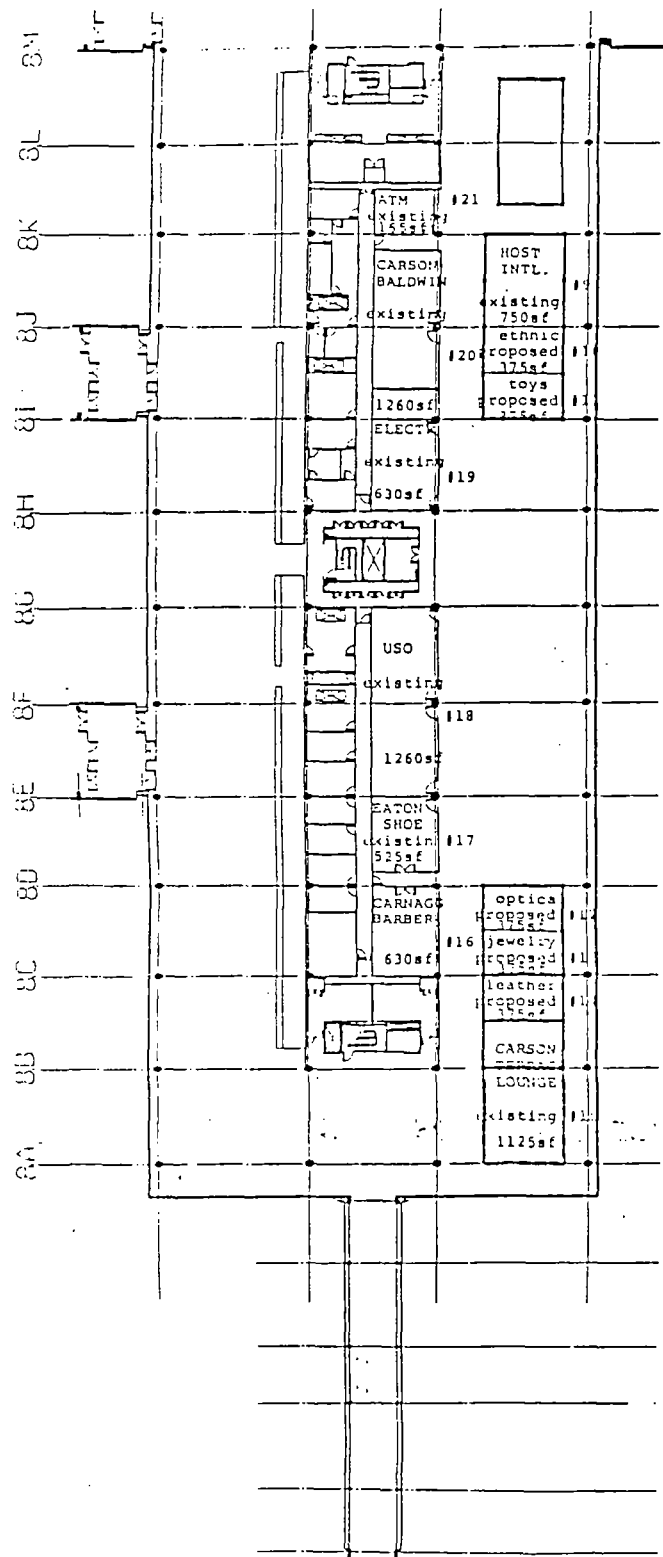
Respectfully submitted,
(Signed) JUAN M. SOLIZ,
Chairman.

On motion of Alderman Soliz, each of the said proposed ordinances transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

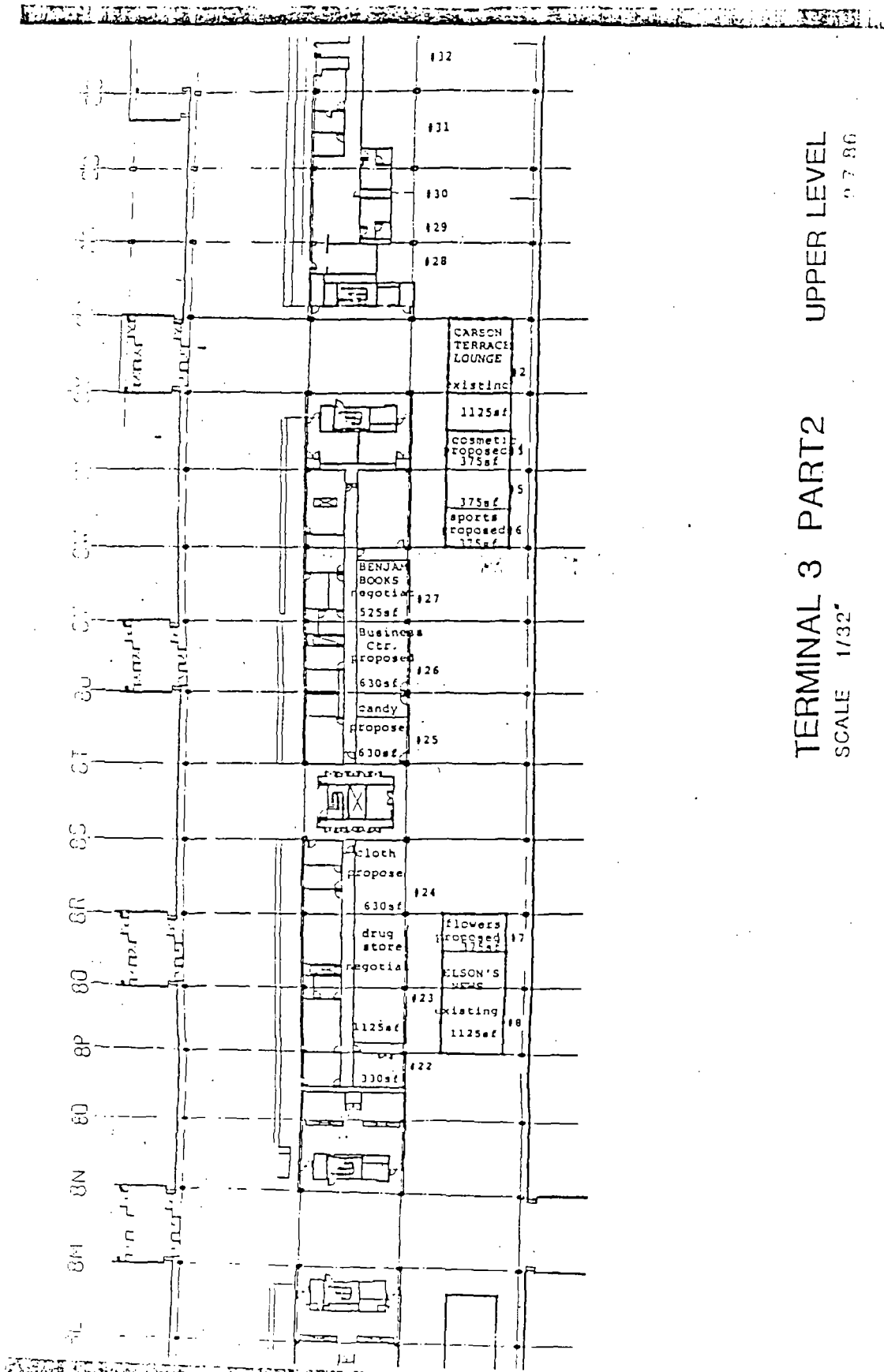
(Continued on page 32235)



TERMINAL 3 PART 1

UPPER LEVEL

2.7.86



(Continued from page 32232)

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):

Fannie May Candy Shops, Incorporated.

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

SECTION 1. That the Mayor, subject to the 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 on behalf of the City of Chicago a Candy Store Concession License Agreement for certain premises in the Terminal Building at Chicago-O'Hare International Airport, said Agreement to be substantially in the following form:

Candy Store Concession License Agreement.

This Agreement (hereinafter referred to as this "Agreement"), made this _____ day of _____, 1986, between the City of Chicago, a municipal corporation of Illinois, acting by and through its Department of Aviation, (hereinafter referred to as "Licensor") and Fannie May Candy Shops, Inc., an Illinois corporation, (hereinafter referred to as "Licensee").

Witnesseth:

Whereas, Licensor owns and operates the Airport known as Chicago-O'Hare International Airport, (the "Airport"), situated in the City of Chicago, Counties of Cook and Du Page, State of Illinois; and

Whereas, Licensee desires to obtain from Licensor a license to operate a concession with certain privileges and rights in the Airport's Terminal Building; and

Whereas, the Licensor deems it advantageous to itself and to its operation of the Airport to grant unto the Licensee a license to operate a concession area with the rights and privileges as herein set forth:

Now, Therefore, for and in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

Article I.

Premises.

Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, for the purposes set forth herein does hereby grant unto Licensee the following area at the Airport (sometimes

referred to herein as the "licensed premises" or "premises"), all of which Licensee accepts, for the purposes set forth herein:

Space 2B33-U1, consisting of approximately 630 square feet in Terminal Building No. 2 as indicated in Exhibit "A" which is attached hereto and made a part hereof.

Or such other area or areas to which Licensee may be relocated pursuant to Article V,C, (7).

The license with respect to any other area or space may be terminated by the Licensor as specified in Paragraph C (7) of Article V, Paragraph A of Article XXI, Article XXIII.

Article II

Term.

The term of this Agreement shall be for a period of five (5) years, beginning the earlier of ninety (90) days after the approval of authorizing ordinance by the City Council of the City of Chicago or the first day of operations upon the completion of the improvements required to be made by Licensee pursuant to Article V (such date to be referred to as the beginning date of this Agreement and to be confirmed immediately in writing by letter between Licensor and Licensee) and terminating on the last day of the sixtieth month following the beginning date.

If the new United Airline Terminal (Terminal No. 1) is completed and commences operation during the term of this Agreement, and if Licensee is in full compliance with all the terms and conditions of this Agreement, the Licensor shall identify and offer to Licensee in writing one (1) candy store concession site (i) on the terms and conditions equal to the economic terms and conditions most advantageous to Licensor with respect to gross receipts, percentage fee and minimum guarantee offered in writing by any responsible third party offeror for the same Terminal No. 1 candy store concession site; or, (ii) on the same term and conditions as specified in this Agreement; provided, however, that the term of any third party offer the Licensor shall desire to accept shall not expire prior to the full five (5) year term of this Agreement. A copy of the third party offer shall be immediately provided Licensee. The Terminal No. 1 location shall be offered to Licensee sufficiently in advance of the completion of Terminal No. 1 so that the site can be designed and built by Licensee, if accepted, prior to the opening of the terminal.

If the Licensee fails to accept the Terminal No. 1 site on the terms and conditions of the bona fide third party offer within thirty (30) days (and the failure to respond in writing within thirty (30) days shall be considered a rejection), then Licensor may exercise its option to award the candy store concession site in Terminal No. 1 to said third party offeror on the same terms and conditions stated in the third party offer; provided, however, that if a license, lease or any other agreement is not entered into between the Licensor and the third party offeror, this right of first refusal as set forth in this Article shall again apply to any subsequent bona fide third party offers received by the Licensor for the same premises. If the Licensee fails to accept within thirty (30) days the Terminal No. 1 site on the same terms and conditions as contained in this Agreement or rejects the Terminal No. 1 site offered by Licensor (and failure to respond in writing within thirty (30) days shall be

considered a rejection), then Licensor may exercise its option to offer the Terminal No. 1 candy concession site to a third party. If the Licensor shall change the location of the Terminal No. 1 candy store concession site after the Licensee has failed to exercise its rights under this Article with respect to the original Terminal No. 1 candy store concession site, the terms and provisions of this Article shall apply to the new Terminal No. 1 location(s) identified by the Licensor.

Licensee, shall have the right to cancel this Agreement, effective on the last day of the thirty-sixth (36) month following the beginning date hereof, subject to the following conditions:

- 1) Licensee must reject the candy concession site in Terminal No. 1 under the terms set forth in the previous paragraph of this Article II; and
- 2) Notice of cancellation in writing to the Commissioner of Aviation at least six (6) months prior to the right to cancel effective date.

In the event Licensee shall, with the consent of the Licensor, hold over and remain in possession of the premises 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.

Upon the cancellation of this Agreement by Licensee pursuant to the provisions of this Article or Article IX, the terms and conditions of this Agreement, shall thereafter no longer be operative, except as they apply to the payment of outstanding fees, the performance of covenants and obligations occurring prior to the date of such discontinuance or to other specific conditions of termination or cancellation contained herein.

Article III.

License Fee.

A. During the term of this Agreement, Licensee agrees to pay Licensor:

- 1) An annual fixed license fee equal to \$30.00 per square foot per annum for all granted areas, with payment equal to one-twelfth thereof, due each month, in advance;
- 2) A percentage license fee of 15% of gross receipts derived by Licensee from operations at the Airport ("Percentage Fee"), provided, however, that the minimum annual percentage license fee shall be \$100,000.00 ("Minimum Percentage Fee") for the twelve (12) month period immediately following the first day of the month immediately following the beginning date of this Agreement and for each year thereafter.

B. Schedule of Payments. Licensee shall pay each month in advance to the City Comptroller of the City of Chicago ("City Comptroller") the sum equal to 1/12 of the annual Minimum Percentage Fee noted above. The initial payment of the annual Minimum Percentage Fee is to be made on the first day of the month immediately following the beginning date of this Agreement.

Licensee, within fifteen (15) days of the end of each calendar month, shall pay to the City Comptroller the Percentage Fee for said calendar month less any amount prepaid as annual Minimum Percentage Fee for that month.

Licensee, within fifteen (15) days of the end of each calendar month, shall furnish a separate monthly report of gross receipts for each location at the Airport, certified by an officer of Licensee, to the City Comptroller and the Commissioner of Aviation of the City of Chicago ("Commissioner of Aviation").

Additional payments or refunds, required by adjustments, if any, for fees payable or paid 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 C, of Article III. The Minimum Percentage Fee, referred to in this Article is intended to be, and is, an annual percentage license fee and not a monthly license fee.

C. Records of Licensee. The Licensee shall, with respect to business done by it in said concession operation, keep true, complete and accurate accounts, records, books, and data, in accordance with generally accepted accounting procedures consistently applied, 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 services and of all the Licensee's business done upon and within said concession area.

The term "gross receipts", as used herein, shall be construed to mean, for all the purposes thereof, the aggregate amount of all goods sold and services performed for cash, or credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all service for like property, or services, at the price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater.

The term "gross receipts" shall exclude: (1) Federal, State, municipal or other governmental excise taxes, (except Federal Manufacturer's Excise Tax), use, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its sublicensee directly from patrons or customers, or as 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) sales made to employees of Licensee at a discount; (3) refunds for merchandise returned by customers.

Licensee agrees to maintain an adequate and reasonable system of internal control to insure that revenues are properly reported to the Licensor. Licensee's record keeping, accounting, and internal control procedure must be described by the Licensee in writing and submitted to the City Comptroller for approval 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.

D. Books, Records and Audits. Licensee, at all times during the term of this Agreement and for three (3) years following the termination hereof 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 and the City Comptroller of the City of Chicago, or their duly authorized representatives, at reasonable times during business hours, upon prior notice, and to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder.

Within 120 days of the signing of this Agreement, Licensee shall furnish the Licenser with a written statement indicating Licensee's election to report either on a calendar year or fiscal year basis; such letter shall explain the Licensee's fiscal year if elected. Within 120 days after the close of each calendar or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, the Licensee will provide the Licenser with a "Statement of Sales and Fees" representing receipts by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. The Licensee must inform the Licenser of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to the Licenser, said acceptance not to be unreasonably withheld.

The following is an example of an opinion which would satisfy these requirements (such opinion may be subject to additional requirements determined by Licenser):

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales and fees reported to the City of Chicago by Fannie May Candy Shops, Inc., an Illinois corporation for the year ended _____ relating to concession operations at Chicago-O'Hare International Airport pursuant to an Agreement between the City of Chicago and Fannie May Candy Shops, Inc., an Illinois corporation dated _____. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstance.

In our opinion, the accompanying statement of receipts showing gross receipts of _____ presents fairly the amount of gross receipts, as defined in the Agreement, for the year ended _____."

If the opinion of the independent certified public accountant is qualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense. Licenser may in its sole discretion cause an audit to be performed at City's expense even if the opinion of the independent certified accountant is not qualified or conditional, provided, however, that if any discrepancies are discovered the cost of the audit shall be borne by Licensee.

Licensee shall, upon request, furnish such other further financial or statistical reports as Licenser may, from time to time, reasonably require.

E. *Pro Rata* Payment. If the commencement or termination of this Agreement fall upon any date other than the first or last day of any calendar month, the applicable fees and charges for said month shall be paid by Licensee to Licenser *pro rata* in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

F. Interest for Late Payment. Without waiving any other right of action available to Licenser in the event of delinquency by Licensee in its payment to Licenser for a period of thirty (30) days or more from the date as specified in Article III (B) and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licenser 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 if the Licenser shall prevail in such dispute.

Article IV.

General Description of the Concession.

A. Merchandise. Licensee shall have the right to operate a Candy Store concession at the Airport and in connection therewith shall have the right to and shall sell items subject to the limitations set forth below. Licensee shall engage in no other business activity on the Airport or premises and shall not sell items other than those enumerated below on the basis indicated without written authorization of the Commissioner of Aviation.

During the term of this Agreement, Licenser agrees not to enter into a lease, license or any other agreement, for Terminal Building No. 2 and the adjoining "E" and "F" Concourses, with any concessionaire to sell chocolate candy other than as a minor product line; provided, however, that no concessionaire shall be permitted to sell unpackaged chocolate candy other than Licensee.

Licensee shall be permitted to and shall sell on a non-exclusive basis the items listed below and none other:

The items included on a list entitled Initial Schedule of Merchandise, which is an attachment hereto and made a part hereof.

Except with the prior written approval of the Commissioner of Aviation, the Licensee shall not install or operate any coin-activated vending machines or devices of any nature, kind or type; nor shall he engage in any activities or sell any items other than those enumerated above.

B. Conflicts between Concessions. In the event of a conflict between Licensee and any other licensee or concessionaire at the Airport as to the items and merchandise to be sold by the respective concessionaire or Licensees, Licensee agrees that the Commissioner of Aviation shall make the final decision, not unreasonably made, as to which unspecified items of merchandise may be sold by this Licensee and Licensee agrees to be bound by such decision of the Commissioner of Aviation.

Article V.

Investment by the Licensors and Licensee.

A. Licensee agrees, as a necessary condition of this Agreement, to completely furnish and fixture to the satisfaction of Licensors and to the extent necessary, the concession area on the upper level of Terminal No. 2 at Chicago-O'Hare International Airport. This construction is to begin immediately after approval of the plans and specifications by the City of Chicago, and shall be completed such that a certificate of occupancy may issue not later than ninety (90) days following the approval of said plans and specific actions by 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, and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensors, in the minimum amount of Sixty Thousand and no/100 Dollars (\$60,000.00).

B. Installations by the Licensors and by the Licensee. In the concession area designated on Exhibit "A", the Licensors will provide:

- (1) Finished floors.
- (2) General illumination.
- (3) Adequate heat and ventilation, the adequacy to be determined by the Licensors.
- (4) Enclosure walls and folding doors in any open wall areas of the concession areas, such enclosures walls and folding doors to be of a type, color, and design which is compatible with other and similar installations in the terminals.
- (5) Electrical service.

In these same spaces the Licensee will provide to the reasonable satisfaction of Licensors:

- (1) All necessary improvements not provided by the Licensors including, but not limited to counters, cabinets, interior 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) Electrical outlets provided in suitable numbers and locations.

C. Improvements, Equipment and Decor installed by Licensee at the 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 the Commissioner of Public Works of the City of Chicago ("Commissioner of Public Works").

3) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the concession area shall be subject at all time to inspection by Licensor without additional cost to Licensee. Licensee shall give or cause to be given to the Commissioner of Aviation and the 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 and all applicable governmental laws, ordinances, rules and regulations.

4) Licensee shall reimburse Licensor for the cost of reviewing said plans and specifications, inspections or other related engineering services upon receipt of a warrant from Licensor. Licensee may deduct that portion of such cost of review that exceeds \$750.00 from Licensee's initial payment of minimum percentage license fee.

5) Licensee except as otherwise provided in Article VII shall at all times throughout the term hereof maintain the improvements (including those installed by Licensor) and all other portions of the granted premises in good and serviceable condition and repair.

6) 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 lien sought to be imposed, provided Licensee provides Licensor with such bonds or security that may be reasonably requested by Licensor.

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 on the premises located in Terminal No. 2 to a relocation site within Terminal No. 2 of equivalent size and comparable location on a temporary or permanent basis, where and when in the opinion of said Commissioner it is necessary to the proper functioning of the Airport. The Licensee shall not be required to relocate on a temporary or permanent basis under this Agreement until such time as the relocation site is completed and ready to commence operation. The Licensor shall pay all reasonable and pre-approved costs associated with the Licensee's relocation of installed improvements on the premises to any temporary or permanent site as may be required by this Paragraph; provided, further, that if Licensee, during the term of this Agreement, is required to permanently vacate its Terminal No. 2 Site at the request of the Commissioner of Aviation as provided for in this Paragraph, the Licensor shall, within sixty (60) days after Licensee permanently vacates the Terminal No. 2 Site pay the Licensee the unamortized portion of the cost of the permanent structures and improvements constructed and installed thereon during the term of this Agreement by Licensee, less any salvage value realized by Licensee on said

structures and improvements. The amortization called for under the Article is to be computed on a straight line basis over the period from the completion of the structures and improvements to the expiration date of this Agreement.

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, said approval not to be unreasonably withheld.

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.

Obligations of Licensee.

A. Hours of Operation. The concession at the Airport shall be open to serve the public at least twelve (12) hours each day, seven days a week, provided, however, that if the Commissioner of Aviation deems it necessary to better serve the public, the Licensee agrees to remain open for longer periods 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. Products offered shall be top quality, dispensed 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. Licensee shall at all times keep the shelves and display cases fully stocked and filled and all window and other displays visually attractive.

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 dispense with the services of any employee whose conduct the Commissioner of Aviation feels is detrimental to the best interest of the Licensor.

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. Licensor will remove all refuse disposed of in designated areas, however, 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. Such trash, garbage, and other refuse shall be disposed of between the hours of 12:00 midnight and 8:00 A.M. each day in a place to be designated by the Commissioner of Aviation.

F. Concession Operation. The Licensee shall bear at his own expense all costs of operating the concession, and shall pay in addition to the abovementioned license fee 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, janitorial 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 a system for 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 the licensed premises, including all of the installed improvements (whether installed by Licensor or Licensee), trade fixtures, enclosure walls and doors in good order, condition and repair, keeping the same clean, safe, functioning, and sanitary.

Article VII.

Obligations of Licensor.

The Licensor will maintain the structure, the roof and outer walls of the Terminal Buildings.

Licensor will not furnish janitorial service, interior or exterior window cleaning or custodial services anywhere on the granted premises.

Article VIII.

Quality and Price Control.

A. Merchandise. Licensee acknowledges the desire and obligation of Licensor to provide the public and the air traveler high quality merchandise and a high level of public service. Therefore, Licensee covenants and agrees to offer for sale from the granted premises only high quality merchandise at prices not to exceed the prices customarily charged for similar merchandise in Licensee's other retail stores in the Chicago metropolitan area. Licensee's initial schedule of merchandise items to be offered for sale from the granted premises, and the prices to be charged therefore, shall be delivered to Licensor prior to commencement of this Agreement. In the event that Licensee adds merchandise items Licensee shall submit to Licensor not less than annually a schedule of such new merchandise items to be offered for sale on the granted premises and the prices to be charged therefore. It is specifically understood and agreed that, where a suggested retail price is printed on any item, the price charged by Licensee for said item shall not exceed the printed price. If in the opinion of the Commissioner of Aviation, the selection of items offered is inadequate in general or at any

particular concession location, if merchandise is not of high quality, if any of said prices, charges and rates are excessive or if any of said items is found to be objectionable for display and/or sale in a public facility, the Commissioner of Aviation shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensors determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices, or quality within thirty (30) days of being advised in writing by the Commissioner of Aviation shall be cause for default by Licensors, under the provisions of Article XXIII.

B. Inspection and Review. At Licensors discretion, responsible representatives of Licensors and Licensee will make a complete inspection of Licensees operations, including a review of the quality of service, merchandise and prices, maintenance of premises, furnishings and equipment and such other items as Licensors may wish to inspect or review.

Article IX.

Interruptions, Reduction and Cancellation of Operations.

In the event of an interruption or reduction in concession services beyond the control of Licensee, including but not limited to acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline service, riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion, revolutions, civil war, hostilities, war, the declaration or existence of a national emergency and conditions arising therefrom, and such interruption or reduction of services results in reduction in monthly gross receipts of thirty percent (30%) or greater in the granted premises, based upon the previous three (3) months average sales, Licensors agrees that the obligation of Licensee for payment of the minimum annual percentage fee shall be abated proportionately for subsequent month(s) based on the previous months percentage reduction in gross receipts generated by each affected location and such abatement shall continue until such time as the monthly gross receipts reach a level equal to eighty (80) percent or greater of the average monthly gross receipts for such location during the three (3) month period preceding the abatement, at which time the full annual minimum percentage license fee shall not be again paid by Licensee. The percentage license fee shall not be affected.

This Agreement shall be subject to cancellation by the Licensee in the event of any one or more of the following events:

- (1) The permanent abandonment of the Airport or Terminal Building.
- (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 remaining in force at least ninety (90) days which prevents or substantially restrains the use of the concession area granted by this Agreement.

- (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.

Article X.

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 a concession in said terminal building(s) uninterrupted. Licensee further agrees to sell any or all Licensee's furniture, furnishings, trade fixtures and equipment installed or used upon said premises by Licensee to the Licensor or a party designated by the Licensor, or any interest thereto which Licensee may have, should the Licensor notify the Licensee in writing no later than ten (10) days prior to such termination date that the Licensor desires to purchase any or all of said furniture, furnishings, fixtures and equipment; provided, however, that Licensee shall not be required to sell to Licensor such furniture, furnishings, trade fixtures and equipment which, solely in the opinion of the Licensee, is distinctively associated with the merchandising of Licensee's product. In the event the Licensor exercises its option to purchase any or all of said furniture, furnishings, fixtures and equipment, it is agreed that the purchase price shall be the fair market value of such items at the date of such termination. If the parties are unable to agree upon the fair market value, it is agreed that each party shall appoint an appraiser and the two so appointed shall name a third appraiser and that the three appraisers so named shall determine the fair market value of such items, which determination shall be final and binding upon the parties hereto.

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 improvements (other than furniture, furnishings, trade fixtures and equipment) installed by it under this Agreement, including but not limited to, the enclosure walls and doors, subject, however, to Licensor's right to require Licensee to remove all or any portion of said improvements, equipment, fixtures, and facilities and to restore the premises, wherein the same were installed, or the affected portions thereof, to their original condition, reasonable wear and tear excepted. This Article does not supersede rights granted to Licensee in Article V, Section C.(7) hereof.

Article XI.

Damage or Destruction of Premises.

Should any portion of the granted premises be partially damaged by fire or other casualty, (unless caused by the negligence of Licensee) 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 from such fire or other casualty (unless caused by the negligence of Licensee) 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 annual fixed license fee and minimum percentage 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 license fee provided hereunder shall not be affected by such circumstances.

Should any portion of the granted premises be so extensively damaged by fire or other casualty (unless caused by the negligence of Licensee) 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 fixed license fee and minimum percentage fee payable hereunder with respect thereto shall abate, but the percentage license fee provided hereunder shall not be affected.

Should the Terminal Building No. 2 at the Airport be damaged by fire or other casualty (unless casualty caused by the negligence of Licensee) 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 Licensee therein), the annual fixed license fee and minimum percentage fee 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.

Should any portion of the granted premises be either partially, extensively or totally damaged by fire or other casualty caused in part or totally by the negligence of Licensee, the Commissioner of Aviation may in his sole discretion deem Licensee in default under Article XXIII hereof and the Licenser may exercise its rights thereunder. Provided, however, that nothing herein contained shall in any way be construed as to limit any rights the City may have in law or equity against Licensee.

Article XII.

Insurance.

Licensee shall procure and maintain at all times during the term of this Agreement the following insurance:

- (1) Worker's Compensation, with Employer's Liability limits not less than required by State of Illinois statute.
- (2) Comprehensive General Liability Insurance with limits not less than \$500,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations Coverage.

- (3) Comprehensive Automobile Liability Insurance with limits not less than \$500,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's non-ownership liability and hired auto coverage.
- (4) Property Insurance (or evidence of adequate self insurance) on tenant improvements, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the granted premises in an amount equal to the full replacement value of tenant improvements, fixtures and equipment.

Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Property Insurance policies shall be endorsed to provide the following:

- (1) Name as Additional Insured the City of Chicago and its members, and all of the officers, agents, and employees of each of them.
- (2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies shall be Endorsed to Provide:

Forty-five (45) days advance written notice to Licensor of cancellation, non-renewal or reduction in coverage, delivered to the following:

Commissioner, Department of Aviation
City of Chicago
20 North Clark Street
Suite 3000
Chicago, Illinois 60602

and City Comptroller
City of Chicago
121 North LaSalle
Street
Room 511, City Hall
Chicago, Illinois 60602

Certificates of insurance evidencing all coverages and endorsements above shall be furnished to the Licensor before commencing any operations under this Agreement.

Licensee agrees that the terms of these insurance requirements may be increased and revised upon the written demand of the Licensor, which demand must be based on reasonable and justifiable grounds.

All insurance coverage shall be with a company or companies approved by City's Comptroller, said approval not to be unreasonably withheld.

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 XIV of this Agreement.

Article XIII.

"First Source" Agreement.

Licensee shall enter into an Agreement with the Mayor's Office of Employment and Training commonly known as and hereinafter referred to as a "First Source Agreement" for the recruitment, referral and placement of entry level employees required for the operation of any and all business under this Concession License Agreement. The Licensee shall commence negotiations for such First Source Agreement immediately upon execution of this Concession License Agreement and shall complete such negotiations and enter into said First Source Agreement with the Mayor's Office of Employment and Training within thirty (30) days and said First Source Agreement shall be attached to this Concession License Agreement and marked "Exhibit E" and shall become a binding part hereof.

Article XIV.

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 but not limited to antitrust claims, (including reasonable attorneys' fees) arising by reason of any and/or all of its operations 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 arising by reason of any and/or all of its operations hereunder.

Article XV.

Inspection.

The Licensee shall allow the Licensor's authorized representative 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 Licensor's governmental functions.

Article XVI.

Ingress and Egress.

Subject to rules and 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 reasonable 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 XVII.

Assignment, Subletting, Change of Ownership.

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, and shall not permit any other person or persons, company or corporation to occupy the premises, without the consent, which consent not to be unreasonably withheld, of the City Council being first obtained.

Any substantial change in ownership or proprietorship of Licensee, which has not received the prior written approval of the Commissioner of Aviation and which in the opinion of the Commissioner is not in the best interest of the Licensor or the public, shall be subject to the remedies available in Article XXIII hereof.

Article XVIII.

Signs.

Licensee shall not erect, install, operate nor cause or 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 XIX.

Redelivery.

Licensee will make no unlawful or offensive use of the granted premises and will at the expiration of this Agreement, through the 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 estate in the premises, peaceably, quietly and in as good order and condition, reasonable use and wear excepted as the same now are or may hereafter be placed by the Licensee or the Licensor.

Article XX.

Concessionaire's Bond.

At the time of the execution of this Agreement, Licensee shall execute and deliver to the City Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety in the sum of Fifty Thousand and no/100 Dollars (\$50,000.00) which bond shall guarantee faithful performance of the provisions of this Agreement.

Article XXI.

*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 Airports.

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 physical or mental 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 physical or mental handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. Licensee further agrees that this clause will be incorporated in all contracts entered into with suppliers or 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. 8, 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.

Nondiscrimination in the Use of the Premises by Licensee.

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, that (1) no person on the grounds of race, color, physical or mental handicap 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 granted premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

The breach of any of the above nondiscrimination covenants, shall constitute cause for the Licensor to terminate this Agreement under the provisions of Article XXIII.

Article XXII.

Non-Waiver.

Any waiver or 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 XXIII.

Default.

The entire Agreement is made upon condition that if the Licensee shall be in arrears in the payment of any of the license fees for a period of thirty (30) days, 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 failures or neglect shall continue for a period of 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 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), unless in the case of a default which cannot be reasonably cured within thirty (30) days, where licensee has not commenced and is not diligently pursuing all actions necessary to cure such default (the diligence of such actions to be solely determined by the Commissioner of Aviation, such determination not to be unreasonably made), then in any of said cases or events, the Licensor lawfully may, at its option, immediately or any time thereafter, without demand or notice, enter into, and upon the granted premises or any part thereof and in the name of the whole, and 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 arrearages of license fees or preceding breach of covenant. On the reentry aforesaid, this Agreement shall terminate.

Article XXIV.

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 Licensor and Licensee, or as constituting the Licensee or any officer, owner, employee or agent of Licensee as agent, representative or employee 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 XXV.

Rules, Regulations, Laws, Ordinances and Licenses.

The Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations and policies with respect to the use of the Airports, Terminal Buildings, and related facilities, which Licensee agrees to observe and obey, upon being provided a copy thereof. The Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county and municipal governments which may be applicable to its operations at the Airport and shall obtain and maintain all permits and licenses necessary for its operation at the Airport. Licensee further agrees to pay all taxes imposed by law on the property or operation.

Article XXVI.

Notices.

Notices to Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to the Department of Aviation, 121 North LaSalle Street, Room 1111, City Hall, Chicago, Illinois 60602, Attention: Commissioner, and notice to Licensee if sent by certified mail, postage prepaid, addressed to Licensee at 1137 West Jackson Boulevard, Chicago, Illinois 60607, Attention: President or to such other addresses as the parties may designate to each other in writing from time to time.

Such notice shall be deemed effective upon mailing in compliance with this Article XXVI.

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

Article XXVII.

Paragraph Headings.

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

Article XXVIII.

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 affect 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. If any such covenant, condition or provision which is held to be invalid by a court of competent jurisdiction, which materially prejudices either party then such prejudiced party may cancel this Agreement upon thirty (30) days prior written notice to the other party.

Article XXIX.

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 Du Page 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.]

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

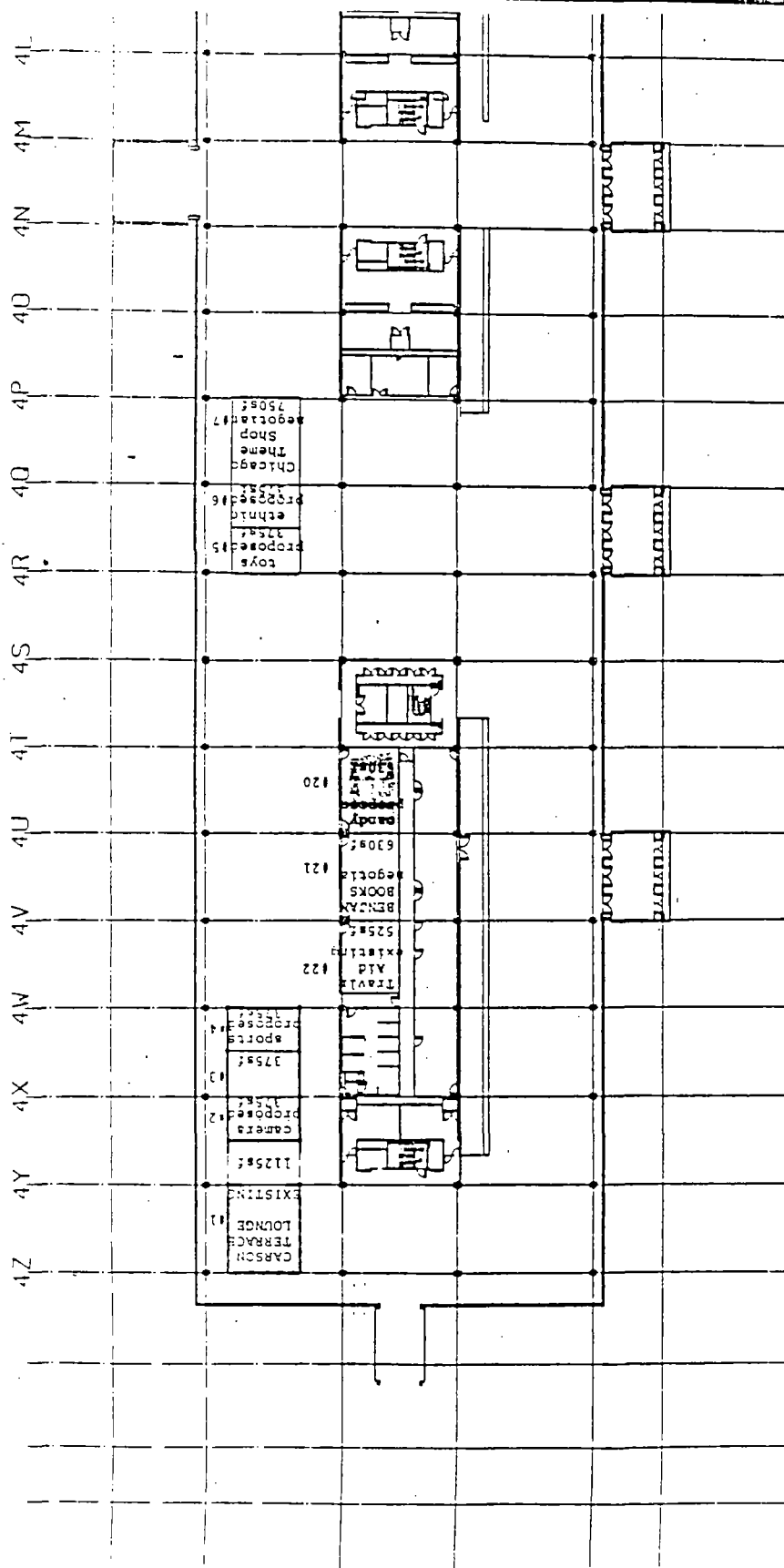
[Initial Schedule of Merchandise and Exhibit A printed on
pages 32255 through 32261 of this Journal.]

Dannel's.

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 on behalf of the City of Chicago, a Leather Shop Concession License Agreement for certain premises in the Terminal Building at Chicago-O'Hare International Airport, said Agreement to be substantially in the following form:

(Continued on page 32262)



TERMINAL 2 PART 1

UPPER LEVEL

SCALE 1/32" 27.86

REGULAR PACKED STOCK ORDER FORM

SHOP NO. _____

SHOP NAME _____

DATE ____/____/____ RUN _____

ITEM		
1# Assorted Chocolates @24	126	
2# Assorted Chocolates @12	128	
3# Assorted Chocolates @ 6	130	
5# Assorted Chocolates @ 4	131	
1# Assorted Creams @12	127	
2# Assorted Creams @ 6	129	
1/2# Pixies @24	103	
1# Pixies @12	114	
2# Pixies @12	134	
1# Colonial @12	135	
2# Colonial @ 6	136	
3# Colonial @ 6	143	
1# Fruit & Nut @12	137	
2# Fruit & Nut @ 6	138	
1 1/2# Gift Box @12	144	
5 1/2 oz. Debutantes @24	037	
1# Debutantes @ 6	165	
1# Debutantes @12	167	
2# Debutantes @ 6	014	
(packed)		
1 1/2# Red Gift Box @ 4	120	
Cashews @10 lbs.	161	
1# Packed Cashews @12	170	
Assorted Nuts @10 lbs.	164	
1# Packed Assorted Nuts @12	162	

Filled By _____

Date ____/____/____

VALENTINE PACKED STOCK ORDER FORM

SHOP NO. _____

SHOP NAME _____

DATE _____

ITEM	CODE NO.	NUMBER CASES SHIPPED
1/2# Cupid Heart @24	150	
1# Rosebud Heart @24	151	
1# Satin Heart Red @12	157	
1# Satin Heart Pk. @6	158	
1# Satin Heart Bl. @6	159	
2# Rosebud Heart @12	152	
2# Red Satin Heart @6	176	
2# Pink Lace Heart @3	177	
2 1/4# Blue Pillow Heart @3	178	
3# Satin Heart @3	156	
1# Pixie Heart @12	168	
Marsh Heart Box @24	166	
8 oz. Bag of Foil Wrapped Hearts @24	192	
1# Bag of Foil Wrapped Heart @12	173	
Teen Heart Box @24	169	
Solid Choc. Heart @144	191	

Filled by _____

Date _____

7/29/86

REPORTS OF COMMITTEES

32257

MIDWEST

SHOP NO. _____

PAN EGGS ORDER FORM

SHOP NAME _____

RACKS

DATE ____/____/____

	On Hand	Item	Code No.	No. Per Pan	ORDER	
					Pans	Weight
2 OZ.	Pans	Fruit & Nut - Milk	311	36		
	Pans	Butter Cream - Milk	311	36		
	Pans	Butter Cream - Dark	311	36		
EASTER	Pans	Maple Nut - Milk	311	36		
	Pans	Chocolate Nut - Milk	311	36		
EGGS	Pans	Choc. Butter Cream - Green	311	36		
	Pans	Butter Cream - Yellow	311	36		
	Pans	Fruit & Nut - Pink	311	36		
	Pans	Cocoanut - Dark	311	36		
	Pans	Raspberrv - Dark	311	36		
4 OZ.	Pans	Fruit & Nut - Milk	311	20		
	Pans	Butter Cream - Milk	311	20		
	Pans	Butter Cream - Dark	311	20		
EGGS	Pans	Chocolate Nut - Milk	311	20		
	Pans	Pastel Rabbit Sticks	320	30		
	Pans	Pastel Chick Sticks	321	30		
	Bags	1 1/2oz. Jelly Bird Eggs	322	48		

Filled By _____

Date Filled ____/____/____

Run # _____ Total Racks _____

1/31/86 bk

PRE-PRICED & PRE-PACKED EGG BOXES ORDER FORM

SHOP NO. _____

SHOP NAME _____

DATE _____

ITEM	CODE NO.	CASES SHIPPED
2 4oz. Egg Boxes @12	361	
4 4oz. Egg Boxes @ 6	362	
4 2oz. Egg Boxes @24	368	
8 2oz. Egg Boxes @12	369	

Filled By _____

Date _____

1-29-85 daf

MIDWESTEASTER NOVELTY ORDER FORM

SHOP NO. _____

SHOP NAME _____

DATE ____/____/____

ITEM	CODE NO.	CASES SHIPPED
Caramel Fudge Egg @12	354	
M. M. Egg - Dark @24	355	
M. M. Egg-- Light @24	356	
Foil Duck @24	359	
#7702 2 1/2oz. Choc. Rabbit @48	360	
#7779 2 1/2oz. White Rabbit @48	360	
#7752 6oz. Choc. Rabbit @24	363	
#7798 6oz. White Rabbit @24	363	
#7726 15oz. Choc. Rabbit @12	364	
2 3/4oz. Foil Rabbit @24	365	
Egg Crates @48	367	
1# Foil Eggs @24	370	
1# Foil Eggs @12	371	
12oz. Jelly Bird Eggs @24	374	
3/4oz. Foil Rabbits @120	376	
3/4oz. Foil Rabbits @360	379	
Rabbit Sticks @120	377	
Chick Sticks @120	378	
Bunny Parade @24	382	

Filled By _____

2/2/82

Date ____/____/____

7/29/86

REPORTS OF COMMITTEES

32259

MISCELLANEOUS ORDER FORM

SHOP NO. _____

SHOP NAME _____

DATE ____/____/____ RUN# ____

INVENTORY	ITEM	CODE NO.	NUMBER CASES SHIPPED
	Chocolate Nut Fudge @ 24	004	
	Plain Chocolate Fudge @ 24	004	
	Maple Nut Fudge @ 24	004	
	Peanut Butter Fudge @24	004	
	Foil Pumpkin @ 12	180	
	Foil Cat @ 24	181	
	Foil Medallion @ 60	183	
	Foil Turkey Small @ 24	188	
	Foil Turkey Large--Boxed @ 12	189	
	2# Christmas Hard Candy Tins @ 12	019	
	Santa Parade @ 24	204	
	2oz. Boxed Santa @ 24	205	
	1/2# Christmas Balls @ 24	095	
	1# Christmas Balls @ 12	207	
	Foil Wrapped Bulk Santa @120	208	
	Foil Wrapped Bulk Santa @360	210	

Filled By _____

Date ____/____/____

11/1/79 bk

MINT PACKED STOCK ORDER FORM

SHOP NO. _____

SHOP NAME _____

DATE ____/____/____ RUN ____

Item	Code No.	Number Cases Shipped
1# Miniature Meltaway - Chocolate @24	002	--
1# Miniature Meltaway - Pastel @24	003	-
1# Miniature Meltaway - Combination @24	011	
1# Miniature Meltaway - Chocolate @12	122	
1# Miniature Meltaway - Pastel @12	123	
1# Miniature Meltaway - Combination @12	124	
1# Hostess Mints @12	102	
1# Hostess Mint & Peppermint Ice Combo. @12	098	

Filled By _____

Date ____/____/____

6/18/83 bk

PAN CANDY ORDER FORM - REVISED: June 1, 1986
(White & Yellow to Kitchen)-(Pink Shop Copy)

SHOP NO. _____

SHOP NAME _____

	ON HAND	IN TRANS	ORDER		ON HAND	IN TRANS	ORDER	# OF PANS	PRICE CODES	WEIGHT
051 REGULAR CANDIES				051 REGULAR CANDIES					051 REG	
Van BC Milk				Honey-mallow					051 REG	
Van BC Dark				Jelly-Orange					051 REG	
Mav Milk				Jelly-Lemon					051 REG	
Mav Dark				Jelly-Lime					051 REG	
Green Mav				Jelly-Cherry					051 REG	
Rasp. Cream				Fudge Ball					051 REG	
Coco. Cream				Pink Lady					051 REG	
Truffle				Mk PB Crunch						
Walnut				Dk PB Crunch					050 FUDGE	
Mk Mint				Car. Bon Bon						
Bitter Mint				Apr. Bon Bon						
Maple				PB Square					052 F&N	
Rum									052 F&N	
Victoria				050 FUDGE CANDIES					052 F&N	
Lime				Choc Nut Fudge						
Apr. Cream				Maple Fudge						
Straw. Cream				Choc Fudge					056 SQ & MINT	
Mk Caramel									056 SQ & MINT	
Dk Caramel				052 FRUIT & NUT CANDIES					056 SQ & MINT	
Blk Wal Nougat				Crunch Bar						
Coco Balls				Fudge Roll					056 HOST/PEP/MELT/SQUARE	
Nut Caramel				Nougat Roll						
Van Caramel				Citrus Peel					Hostess	
Fruit Fudge				Mk Pineapple					Pink	
French Nougat				Dk Pineapple					Choc	
Peanut Cl				Mk Walnut Cl					Melt	
Yellow BC				Dk Walnut Cl					Past	
Trinidad				Mk Almond Cl					Ivory	
Mk Fluffy Marsh				Dk Almond Cl					Sq.	
Dk Fluffy Marsh				Filbert Cl					Choc	
Butter Chip				Mk Pecan Cl					Sq.	
Choc. Toffee				Dk Pecan Cl					Choc	
Eng. Toffee				Raisin Cl					Melt Bar	
Pastel Toffee				Mk Cherry					Pastel	
Irish Toffee				Cocktail Cherry					Melt Bar	
Buttercrisp				Ivory Bark						
Wafer Thin				Choc Bark					DEB Mk	
Carmarsh				Pixie					Van BC	
Van. Mallow Dip				Pixie Bar					DEB Dk	
Marsh Bar				Dixie					Van BC	
Mint Puff				Pecan Fluff					DEB Grn	
Wafer-Choc									Mav	
Wafer-White									DEB	
Wafer-Green									Truffle	
Wafer-Pink									DEB	
Wafer-Yellow									Trinidad	
Peanut Caramel										

SHOP NO. _____

NAME _____

SHIPMENT FOR:

DAY _____ DATE ____/____/____

FILLED _____ DATE _____

BY _____ FILLER _____

TOTAL _____ RUN _____

BACKS _____ NO. _____

7/29/86

REPORTS OF COMMITTEES

32261

HARD CANDY, NUTS & NOVELTY ORDER FORM

WHITE & YELLOW -- To Kitchen

PINK -- Shop Copy

SHOP NAME _____

SHIPMENT FOR: _____

DAY _____ DATE ____/____/____

INV.	ITEM	ITEM NO.	ORDER	INV.	ITEM	ITEM NO.	ORDER
	1# DEBUTANTES (6)	013			BRILLS		
	1# NUT GLAZE (8)	040			ASSORTED (5#)	030	
	1# NUT GLAZE (4)	010			BUTTER RUM (5#)	030	
	PEANUT BRITTLE (4)	005			BUTTERSCOTCH (5#)	030	
	FRUIT WAFER BAGS (25)	007			CHERRY (5#)	030	
	FRUIT STICK BAGS (25)	008			CINNAMON (5#)	030	
	LIME POPS (25)	009			ICE MINT (5#)	030	
	ORANGE POPS (25)	009			LEMON (5#)	030	
	LEMON POPS (25)	009			ORANGE (5#)	030	
	CHERRY POPS (25)	009			SPEARMINT (5#)	030	
	BUTTERSCOTCH POPS (25)	009			WATERMELON (5#)	030	
					STARLIGHT (5#)	030	
					FILLED CANDIES		
	FRITTER BOXES (7)	015			FRUIT THIRST QUENCHER (5#)	031	
	ANISE CHEWS	092			WASHINGTON SOUR CHERRY (5#)	031	
	1# BRILLS	017			ROOT BEER (5#)	031	
	1# COFFEE NUGGETS	018			QUEEN BEE HONEY (5#)	031	
	1# FRUIT FLAVORED	020			FILLED RASPBERRIES (5#)	031	
	1# LEMON BRILLS	076			FILLED STRAWBERRIES (5#)	031	
	1# ORANGE BRILLS	077			FILLED PEANUTS (5#)	031	
	1# BUTTER RUM BRILLS	079			GREEN APPLE HONEY (5#)	031	
	1# CHERRY BRILLS	082			FRUIT FLAVORED		
	1# CINNAMON BRILLS	083			ASSORTED (5#)	033	
	1# STARLIGHT MINT BRILLS	084			CHERRY (5#)	033	
	1# ASSORTED BRILLS	088			GRAPE (5#)	033	
	1# BUTTERSCOTCH BRILLS	089			LEMON (5#)	033	
	1# FRUIT FLAVORED CANDY	090			LIME (5#)	033	
	1# COFFEE NUGGETS	091			ORANGE (5#)	033	
	CHOC. COVERED RAISINS (5#)	021			PINEAPPLE (5#)	033	
	BRIDGE MIX (5#)	022					
	ALMONDS (5#)	023					
	CASHEWS (5#)	024					
	PECANS (5#)	026					
	ASSORTED NUTS (5#)	027					
	UNSALTED ASSORTED NUTS (5#)	068					
	UNSALTED CASHEWS (5#)	069					
	200 PARADE (144)	072					
	ANIMAL POPS (60)	094					
	PINK CIGARS (60)	074					
	BLUE CIGARS (60)	074					
	CHOCOLATE CRAYONS (24)	044					

 REVISED:
11/14/85
JCB/bak

 FILLED BY _____ DATE _____
 FILLED ____/____/____

 TOTAL RUN
 RACKS NO. _____

(Continued from page 32254)

Leather Shop Concession License Agreement.

This Agreement (hereinafter referred to as this "Agreement"), made this _____ day of _____, 1986, between the City of Chicago, a municipal corporation of Illinois, acting by and through its Department of Aviation, (hereinafter referred to as "Licensor") and Dannel's, (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 Du Page, State of Illinois; and

Whereas, Licensee desires to obtain from Licensor a license to operate a concession with certain privileges and rights in the Airport's Terminal Building; and

Whereas, the Licensor deems it advantageous to itself and to its operation of the Airport to grant unto the Licensee a license to operate a concession area with the rights and privileges as herein set forth;

Now, Therefore, for and in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

Article I.

Premises.

Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, for the purposes set forth herein, does hereby grant unto Licensee the following area at the Airport (sometimes referred to herein as the "licensed premises"), all of which Licensee accepts, for the purposes set forth herein:

- (1) Space 2A170-U1, consisting of approximately 375 square feet in Terminal Building No. 2 as indicated in Exhibit "A" which is attached hereto and made a part hereof.

Or such other area or areas to which Licensee may be relocated pursuant to Article XXV.

The license with respect to any other area or areas or space may be terminated by the Licensor as specified in Paragraph C(7) of Article V, Paragraph A of Article XXI, Article XXIII or Article XXV.

Article II.

Term.

The Term of this Agreement shall be for a period of three (3) years, beginning the earlier of sixty (60) days after the approval of authorizing ordinance by the City Council of the City of Chicago or the first day of operations (such date to be referred to as the beginning date of this Agreement and to be confirmed immediately in writing by letter between Licensor and Licensee) and terminating on the last day of the thirty-sixth month following the beginning date.

Licensor reserves the right to request Licensee to operate an additional Leather Shop or cart when traffic demands such additional facilities and upon the mutual agreement of Licensor and Licensee. Such additional granted areas will be subject to the provisions of all Articles of this Agreement, including a license fee of \$30.00 per square foot per annum and will be indicated on Exhibits added hereto and made a part hereof.

In the event Licensee shall, with the consent of the Licensor, hold over and remain in possession of the premises 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 air transportation operations are discontinued at the Airport for an extended period of time, then the terms and conditions of this Agreement, shall thereafter no longer be operative, except as they apply to the payment of outstanding fees, the performance of covenants and obligations occurring prior to the date of such discontinuance or to other specific conditions of termination or cancellation contained herein.

Article III.

Licensee Fee.

A. During the term of this Agreement, Licensee agrees to pay Licensor:

1) An annual fixed license fee equal to \$30.00 per square foot per annum for all granted areas, that are at that time occupied by Licensee, with payment equal to one-twelfth thereof, due each month, in advance.

2) A percentage license fee of 10% of gross receipts derived by Licensee from operations at the Airport, provided that Licensee shall pay Licensor an annual minimum percentage license fee of \$60,000 ("Minimum Annual Percentage Fee") for the twelve month period immediately following the first day of the month immediately following the beginning date of this Agreement. In any subsequent year of this Agreement, the minimum percentage license fee shall be an amount equal to 80% of the actual amount paid in the previous year as Percentage Fee, but in no case is the minimum annual percentage fee, for a subsequent year to be less than \$60,000.00, or the direct proportion of that amount that the elapsed time bears to a full year, in the case that the final position of this Agreement, or any extension of this Agreement, is not a full year.

B. Schedule of Payments. Licensee shall pay each month in advance to the City Comptroller of the City of Chicago ("City Comptroller") the sum equal to 1/12 of the annual Minimum Percentage Fee noted above. The initial payment of the annual Minimum Percentage Fee is to be made on the first day of the month immediately following the beginning date of this Agreement.

Licensee, within fifteen (15) days of the end of each calendar month, shall pay to the City Comptroller the Percentage Fee for said calendar month less any amount prepaid as annual Minimum Percentage Fee for that month.

Licensee, within fifteen (15) days of the end of each calendar month, shall furnish a separate monthly report of gross receipts for each location at the Airport, certified by an officer of Licensee, to the City Comptroller and the Commissioner of Aviation of the City of Chicago ("Commissioner of Aviation").

Additional payments or refunds, required by adjustments, if any, for fees payable or paid 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 C, of Article III. The Minimum Percentage Fee, referred to in this Article is intended to be, and is, an annual percentage license fee and not a monthly license fee.

C. Records of Licensee. The Licensee shall, with respect to business done by it in said concession operation, keep true, complete and accurate accounts, records, books, and data, in accordance with generally accepted accounting procedures consistently applied 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 services and of all the Licensee's business done upon and within said concession area.

The term "gross receipts", as used herein, shall be construed to mean, for all the purposes thereof, the aggregate amount of all goods sold and services performed for cash, or credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all service for like property, or services, at the price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater.

The term "gross receipts" shall exclude: (1) Federal, State, municipal or other governmental excise taxes, (except Federal Manufacturer's Excise Tax), use, sale privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its sublicensee directly from patrons or customers, or as 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) sales made to employees of Licensee at a discount; (3) refunds for merchandise returned by customers because of their dissatisfaction therewith.

Licensee agrees to maintain an adequate and reasonable system of internal control to insure that revenues are properly reported to the Licensor. Licensee's record keeping, accounting, and internal control procedure must be described by the Licensee in writing

and submitted to the City Comptroller for approval 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.

D. Books, Records and Audits. Licensee, at all times during the term of this Agreement and for three (3) years following the termination hereof 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 and the City Comptroller 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 calendar 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 receipts by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. The Licensee must inform the Licensor of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to the Licensor.

The following is an example of an opinion which would satisfy these requirements (such opinion may be subject to additional requirements determined by Licensor):

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales and fees reported to the City of Chicago by _____, an _____ corporation for the year ended _____ relating to concession operations at Chicago O'Hare International Airport pursuant to an Agreement between the City of Chicago and _____ an _____ corporation dated _____. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinions, the accompanying statement of receipts showing gross receipts of _____ presents daily the amount of gross receipts, as defined in the Agreement, for the year ended _____."

If the opinion of the independent certified public accountant is qualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense. The Licensor may in its sole discretion cause an audit to be performed at City's expense even if the opinion of the independent certified accountant is not qualified

or conditional, provided, however, that if any discrepancies are discovered the cost of the audit shall be borne by Licensee.

Licensee shall, upon request, furnish such other further financial or statistical reports as the Licensor may, from time to time, require.

E. Pro Rata Payment. If the commencement or termination of this Agreement fall 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 in its payment to Licensor for a period of thirty (30) days or more from the date as specified in Article III (B) 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 if money is determined to be owed.

Article IV.

General Description of the Concession.

A. Merchandise. Licensee shall have the right to operate a concession at the Airport and in connection therewith shall have the right to and shall sell items subject to the limitations set forth below. Licensee shall engage in no other business activity on the Airport or premises and shall not sell items other than those enumerated below on the basis indicated without written authorization of the Commissioner of Aviation.

Licensee shall be permitted to and shall sell on a non-exclusive basis the type of items listed below and none other:

The type of items included on a list entitled Initial Schedule of Merchandise, which is an attachment hereto and made a part hereof.

Except with the prior written approval of the Commissioner of Aviation, the Licensee shall not install or operate any coin-activated vending machines or devices of any nature, kind or type; nor shall he engage in any activities or sell any items other than those enumerated above.

B. Conflicts between Concessions. In the event of a conflict between Licensee and any other licensee or concessionaire at the Airport as to the items and merchandise to be sold by the respective concessionaire or Licensees, Licensee agrees that the Commissioner of Aviation shall make the final decision as to which unspecified items of merchandise may be sold by this Licensee and Licensee agrees to be bounded 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 completely furnish and fixture to the satisfaction of Licensor and to the extent necessary, the Concession Area on the upper level of Terminal No. 2 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, and shall be completed such that a certificate of occupancy may issue not later than ninety (90) days following the day of approval of the authorizing ordinance by the City Council 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, and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensor, in the minimum amount of Fifteen Thousand and no/100 Dollars (\$15,000.00).

B. Installations by the Licensor and by the Licensee. In the concession area designated on Exhibit "A", the Licensor will provide:

- (1) Finished floors.
- (2) General illumination.
- (3) Adequate heat and ventilation, the adequacy to be determined by the Licensor.
- (4) 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.
- (5) Electrical service.

In these same spaces the Licensee will provide to the reasonable satisfaction of Licensor:

- (1) All necessary improvements not provided by the Licensor including, but not limited to counters, cabinets, interior 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) Electrical outlets provided in suitable numbers and locations.

C. Improvements, Equipment and Decor installed by Licensee at the 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 the Commissioner of Public Works of the City of Chicago ("Commissioner of Public Works").

3) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the 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 the 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 and all applicable governmental laws, ordinances, rules and regulations.

4) Licensee shall reimburse Licensor for the cost of reviewing said plans and specifications, inspections or other related engineering services upon receipt of a warrant from Licensor. Licensee may deduct that portion of such cost of review that exceeds \$750.00 from Licensee's initial payment of minimum percentage license fee.

5) Licensee except as otherwise provided in Article VII shall at all times throughout the term hereof maintain the improvements (including those installed by Licensor) and all other portions of the granted premises in good and serviceable condition and repair.

6) 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 lien sought to be imposed, provided Licensee provides Licensor with such bonds or security that may be reasonably requested by Licensor.

7) In the event that the granted premises are reasonably required for other Airport purposes prior to the expiration of this Agreement, 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, fixtures, 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 hereof.

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.

Obligations of Licensee.

A. Hours of Operation. The concession at Chicago-O'Hare International Airport shall be open to serve the public at least twelve (12) hours each day, seven days a week, provided, however, that if the Commissioner of Aviation deems it necessary to better serve the public, the Licensee agrees to remain open for longer periods 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. Products offered shall be top quality, dispensed 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. Licensee shall at all times keep the shelves and display cases fully stocked and filled and all window and other displays visually attractive.

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 dispense with the services of any employee whose conduct the Commissioner of Aviation reasonably feels is detrimental to the best interest of the Licensor.

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. Licensor will remove all refuse disposed of in designated areas, however, 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. Such trash, garbage, and other refuse shall be disposed of between the hours of 12:00 midnight and 8:00 A.M. each day in a place to be designated by the Commissioner of Aviation.

F. Concession Operation. The Licensee shall bear at his own expense all costs of operating the concession, and shall pay in addition to the abovementioned license fee all other costs connected with the use of the premises and facilities, rights and privileges granted, including, but not limiting and generality thereof, maintenance, cleaning of glass

enclosures inside and out, insurance, any and all taxes, janitorial 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 a system for flight announcements and other information broadcast over the system if in the opinion of the Commissioner of Aviation such installation is necessary.

H. Maintenance. Licensee shall maintain the licensed premises, including all of installed improvements (whether installed by Licensor or Licensee), trade fixtures, enclosure walls and doors in good order, condition and repair, keeping the same clean, safe, functioning, and sanitary.

Article VII.

Obligations of Licensor.

The Licensor will maintain the structure, the roof and outer walls of the Terminal Buildings.

Licensor will not furnish janitorial service, interior or exterior window cleaning or custodial services anywhere on the granted premises.

Article VIII.

Quality and Price Control.

A. Merchandise. Licensee acknowledges the desire and obligation of Licensor to provide the public and the air traveler high quality merchandise and a high level of public service. Therefore, Licensee covenants and agrees to offer for sale from the granted premises only high quality merchandise at prices not to exceed the prices customarily charged for similar merchandise in high quality Chicago metropolitan area operations. Licensee's initial schedule of merchandise items to be offered for sale from the granted premises, and the prices to be charged therefore, shall be delivered to Licensor prior to commencement of this Agreement. Thereafter, prices may be decreased or increased as mutually agreed by Licensee and Licensor, in the event that Licensee adds merchandise items Licensee shall submit to Licensor not less than annually a schedule of such new merchandise items to be offered for sale on the granted premises and the prices to be charged therefore. Thereafter, prices for such new items may be decreased or increased in the same manner as aforesaid. It is specifically understood and agreed that, where a suggested retail price is printed on any item, the price charged by Licensee for said item shall not exceed the printed price. If in the opinion of the Commissioner of Aviation, the selection of items offered is inadequate in general or at any particular concession location, if merchandise is not of high quality, if any of said prices, charges and rates are excessive or if any of said items is found to be objectionable for display and/or safe in a public facility, the Commissioner of Aviation shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices, or quality within thirty (30) days of being advised in writing by the Commissioner of Aviation shall be cause for default by Licensee, under the provisions of Article XXIII.

B. Inspection and Review. At Licensor's discretion, responsible representatives of Licensor and Licensee will make a complete inspection of Licensee's operations, including a review of the quality of service, merchandise and prices, maintenance of premises, furnishings and equipment and such other items as Licensor may wish to inspect or review.

Article IX.

Interruptions, Reduction and Cancellation of Operations.

In the event of an interruption or reduction in concession services beyond the control of Licensee, including but not limited to acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline service, riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion, revolutions, civil war, hostilities, war, the declaration of existence of a national emergency and conditions arising therefrom, and such interruption or reduction of services results in reduction in gross receipts of thirty percent (30%) in the granted premises, based upon the previous three (3) months average sales, Licensor agrees that the obligation of Licensee for payment of the minimum annual percentage fee shall be suspended proportionately after a thirty day (30) period in direct relation to gross receipts generated by each affected location and such suspension shall continue until such time as the gross receipts obtain a level equal to eighty (80%) percent of the gross receipts for such location during the three (3) month period preceding the suspension. The percentage license fee shall not be affected.

This Agreement shall be subject to cancellation by the Licensee in the event of any one or more of the following events:

- (1) The permanent abandonment of the Airport or Terminal Building.
- (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 remaining in force at least ninety (90) days which prevents or substantially restrains the use of the concession area granted by this Agreement.
- (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.

Article X.

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 a concession in said terminal building(s) uninterruptedly. Licensee further agrees to sell any

or all Licensee's furniture, furnishings, fixtures and equipment. In the event the Licensor exercises its option to purchase any or all of said furniture, furnishings, fixtures, and equipment, it is agreed that the purchase price shall be the fair market value of such items at the date of such termination. If the parties are unable to agree upon the fair market value, it is agreed that each party shall appoint an appraiser and the two so appointed shall name a third appraiser and that the three appraisers so named shall determine the fair market value of such items, which determination shall be final and binding upon the parties hereto.

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 improvements installed by it under this Agreement, including but not limited to, the enclosure walls and doors, subject, however, to Licensor's right to require Licensee to remove all or any portion of said improvements, equipment, fixtures, and facilities and to restore the premises, wherein the same were installed, or the affected portions thereof, to their original condition, reasonable wear and tear excepted. This Article does not supersede rights granted to Licensee in Article V, Section C.(7) hereof.

Article XI.

Damage or Destruction of Premises.

Should any portion of the granted premises be partially damaged by fire or other casualty (unless caused by the negligence of Licensee) 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 from such fire or other casualty (unless caused by the negligence of Licensee) 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 percentage 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 license fee provided hereunder shall not be affected by such circumstances.

Should any portion of the granted premises be so extensively damaged by fire or other casualty (unless caused by the negligence of Licensee) 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 fixed license fee payable hereunder with respect thereto shall abate, but the percentage license fee provided hereunder shall not be affected.

Should the Terminal Building No. 2 at the Airport be damaged by fire or other casualty (unless casualty caused by the negligence of Licensee) 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 Licensee therein), the fixed license fee 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.

Should any portion of the granted premises be either partially, extensively or totally damaged by fire or other casualty caused in part or totally by the negligence of Licensee, the Commissioner of Aviation may in his sole discretion deem Licensee in default under Article XXIII hereof. Provided, however, that nothing herein contained shall in any way be construed as to limit any rights the City may have in law or equity against Licensee.

Article XII.

Insurance.

Licensee shall procure and maintain at all times during the term of this Agreement the following insurance:

- (1) Worker's Compensation, with Employer's Liability limits not less than mandated by State of Illinois statute.
- (2) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations Coverage.
- (3) Comprehensive Automobile Liability Insurance with limits not less than \$500,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's non-ownership liability and hired auto coverage.
- (4) Property Insurance on tenant improvements, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the granted premises in an amount equal to the full replacement value of tenant improvements, fixtures and equipment.

Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Property Insurance policies shall be endorsed to provide the following:

- (1) Name as Additional Insured the City of Chicago and its members, and all of the officers, agents, and employees of each of them.
- (2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies shall be Endorsed to Provide:

Forty-five (45) days advance written notice to Licensor of cancellation, non- renewal or reduction in coverage, delivered to the following:

Commissioner, Department of Aviation
City of Chicago
20 North Clark Street
Suite 3000
Chicago, Illinois 60602

and City Comptroller
City of Chicago
121 North LaSalle
Street
Room 511, City Hall
Chicago, Illinois 60602

Certificates of insurance evidencing all coverages and endorsements above shall be furnished to the Licensor before commencing any operations under this Agreement.

Licensee agrees that the terms of these insurance requirements may be increased and revised upon the written demand of the Licensor, which demand must be based on reasonable and justifiable grounds.

All insurance coverage shall be with a company or companies approved by City's Comptroller.

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 XIV of this Agreement.

Article XIII.

"First Source" Agreement.

Licensee shall enter into an Agreement with the Mayor's Office of Employment and Training commonly known as and hereinafter referred to as a "First Source Agreement" for the recruitment, referral and placement of entry level employees required for the operation of any and all business under this Concession License Agreement. The Licensee shall commence negotiations for such First Source Agreement immediately upon execution of this Concession Agreement and shall complete such negotiations and enter into said First Source Agreement with the Mayor's Office of Employment and Training within thirty (30) days and said First Source Agreement shall be attached to this Concession License Agreement and marked "Exhibit B" and shall become a binding part hereof.

Article XIV.

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 but not limited to antitrust claims (including reasonable attorney fees) arising by reason of any and/or all of its operations 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 arising by reason of any and/or all of its operations hereunder.

*Article XV.**Inspection.*

The Licensee shall allow the Licensor's authorized representative 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 Licensor's governmental functions.

*Article XVI.**Ingress and Egress.*

Subject to rules and regulations governing the use of the Airport, the Licensee, his agents and servants, patrons and invitees, and his suppliers of service and furnishers or materials shall have the right of reasonable 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 XVII.**Assignment, Subletting, Change of Ownership.*

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 and shall not permit any other person or persons, company or corporation to occupy the premises, without the consent of the City Council being first obtained.

Any substantial change in ownership or proprietorship of Licensee, which has not received the prior written approval of the Commissioner of Aviation and which in the opinion of the Commissioner is not in the best interest of the City or the public, shall be subject to the remedies available in Article XXIII hereof.

*Article XVIII.**Signs.*

Licensee shall not erect, install, operate nor cause or 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 XIX.**Redelivery.*

Licensee will make no unlawful or offensive use of the granted premises and will at the expiration of this Agreement, through the 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 estate in the premises, peaceably, quietly and in as good order and condition, reasonable use and wear excepted, as the same now are or may hereafter be placed by the Licensee or the Licensor.

Article XX.

Concessionaire's Bond.

At the time of the execution of this Agreement, Licensee shall execute and deliver to the City Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety in the sum of Thirty Thousand and no/100 Dollars (\$30,000.00) which bond shall guarantee faithful performance of the provisions of this Agreement.

Article XXI.

*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 6.004 Article VI 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 Airports.

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 physical or mental 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 physical or mental handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the non-discrimination clause. Licensee further agrees that this clause will be incorporated in all contracts entered into with suppliers or 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., 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. 8, 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.

Nondiscrimination in the Use of the Premises by Licensee.

This Agreement involves the construction of, 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 that (1) no person on the grounds of race, color, physical or mental handicap 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 granted premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

The breach of any of the above nondiscrimination covenants, shall constitute cause for the City of Chicago to terminate this Agreement under the provisions of Article XXIII.

Article XXII.

Non-Waiver.

Any waiver or 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 XXIII.

Default.

The entire Agreement is made upon condition that if the Licensee shall be in arrears in the payment of any of the license fees for a period of thirty (30) days, or if Licensee shall fail

to operate the facilities herein as required or if 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 failures or neglect shall continue for a period of thirty (30) days after the Licensor has notified Licensee in writing of Licensee's default hereunder and Licensee has failed to correct such default within said thirty (30) days (such thirty-day notification period shall not be construed to apply 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 lawfully may, at its option, immediately or any time thereafter, without demand or notice, enter into, and upon the granted premises or any part thereof and in the name of the whole, and 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 arrearages of license fees or preceding breach of covenant. On the reentry aforesaid, this Agreement shall terminate.

Article XXIV.

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 Licensor and Licensee, or as constituting the Licensee or any officer, owner, employee or agent of Licensee as agent, representative or employee 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 XXV.

Rules, Regulations, Laws, Ordinances and License.

The Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airports, 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 and shall obtain and maintain all permits and licenses necessary for its operation at the Airport. Licensee further agrees to pay all taxes imposed by law on the property or operation.

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 and exposure to the traveling public where and when in the opinion of said Commissioner same is necessary for the proper functioning of the Airport.

Article XXVI.

Notices.

Notices to Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to the Department of Aviation, 121 North LaSalle Street, Room 1111, City Hall, Chicago, Illinois 60602, Attention: Commissioner, and notice to Licensee if sent by certified mail, postage prepaid, addressed to Licensee at 9113 South Aberdeen, Chicago, Illinois 60620, Attention: Corporate Secretary or to such other addresses as the parties may designate to each other in writing from time to time.

Such notice shall be deemed effective upon mailing in compliance with this Article XXVI.

Article XXVII.

Paragraph Headings.

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

Article XXVIII.

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 provisions shall in no way affect 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 XXIX.

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 Du Page County, Illinois, or in any other public office, by Licensee or anyone acting for Licensee and that is the same be so filed, this Agreement and each and every provision hereof shall, at the opinion 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.]

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

[Exhibit A printed on page 32281 of this Journal.]

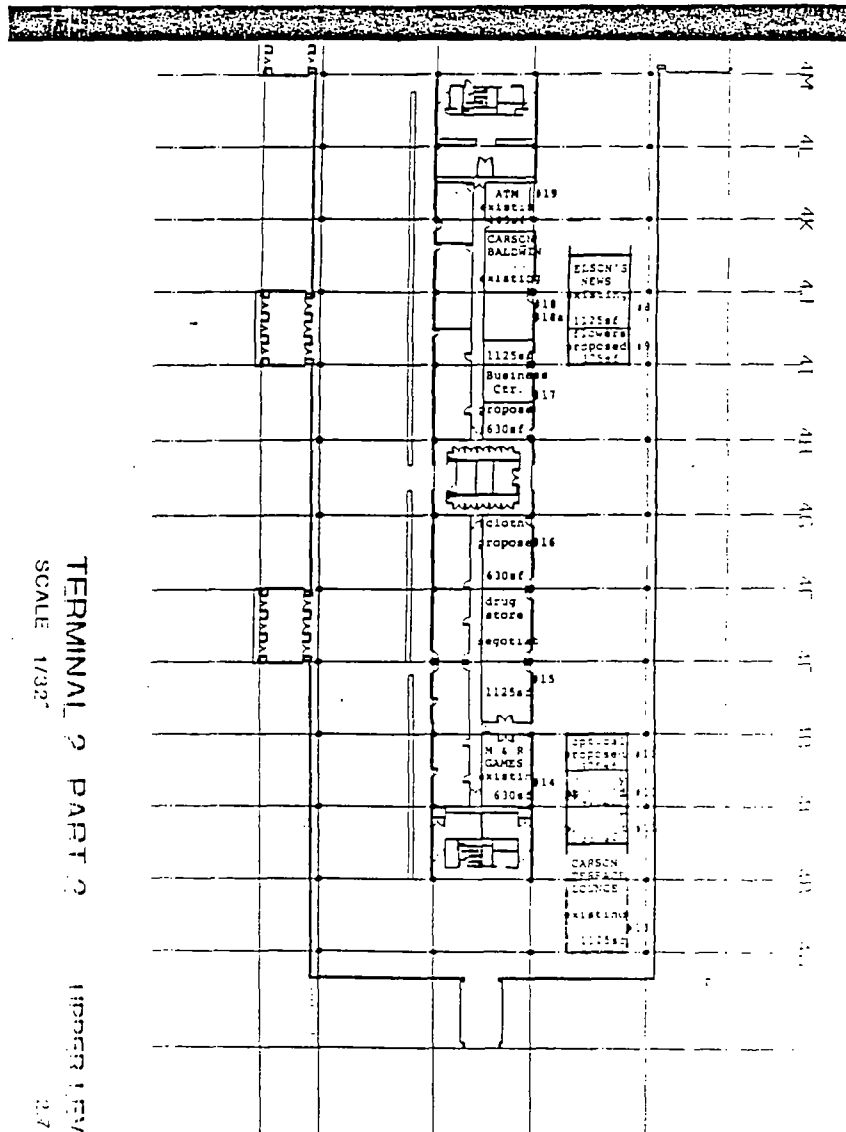
Initial Schedule of Merchandise attached to this agreement reads as follows:

Opening Inventory

	Retail Price Range Indicated	
- garment carriers	\$25 -	\$350
- 28" pullman with wheels	\$65 -	\$450
- 27" pullman with wheels	\$55 -	\$350
- 24" pullman with wheels	\$45 -	\$250
- carry on	\$25 -	\$150
- tote bag	\$25 -	\$100
- beauty case	\$25 -	\$100
- ladies totes	\$25 -	\$150
- backpacks	\$25 -	\$150
- luggage carriers	\$15 -	\$ 55
- attaches	\$50 -	\$450
- business (catalog) cases	\$35 -	\$150
- portfolios	\$25 -	\$250
- briefcases	\$50 -	\$450
- portfolios with calculator	\$25 -	\$250
- leather pad holder	\$25 -	\$150
- luggage tags	\$ 1 -	\$ 5
- leather cleaner	\$ 1 -	\$ 5
- men's wallets	\$15 -	\$150

(Continued on page 32282)

EXHIBIT "A"



(Continued from page 32280)

	Retail Price Range Indicated	
- billfolds	\$10 -	\$150
- money clips	\$10 -	\$ 50
- business card holders	\$ 5 -	\$ 30
- credit card holders	\$ 5 -	\$ 30
- passport case	\$10 -	\$ 50
- key case	\$10 -	\$ 25
- weekly reminder	\$20 -	\$150
- pocket secretary	\$10 -	\$ 45
- pocket size calculators	\$10 -	\$ 75
- pen/pencil sets	\$10 -	\$ 45
- hand bags	\$35 -	\$450
- shoulder bags	\$35 -	\$450
- purses	\$25 -	\$250
- clutches	\$20 -	\$150
- checkbook clutch	\$20 -	\$150
- checkbook calculator clutch	\$20 -	\$150
- weekly reminders (ladies')	\$20 -	\$150
- pocket secretary (ladies')	\$15 -	\$ 45
- key case (ladies')	\$10 -	\$ 25
- billfolds (ladies')	\$20 -	\$150
- card case (ladies')	\$ 5 -	\$ 30
- address books	\$ 5 -	\$ 30

Retail Price Range Indicated

- travel groom kits	\$10 - \$ 50
- utility kits	\$15 - \$ 75
- manicure sets	\$15 - \$ 75
- travel kits/office tools	\$10 - \$ 45
- mini desk kits	\$10 - \$ 75
- men's gloves	\$20 - \$ 65
- women's gloves	\$20 - \$ 65
- men's umbrellas	\$15 - \$ 30
- women's umbrellas	\$15 - \$ 30
Travel Games:	
- checkers	\$10 - \$ 25
- chess	\$10 - \$ 55
- backgammon	\$10 - \$ 55
- poker kits	\$10 - \$ 55
- deluxe playing cards	\$ 5 - \$ 10
- UNO, etc.	\$ 5 - \$ 15
- Trivia	\$20 - \$ 50
- leather key chains	\$ 2 - \$ 6
- travel clocks	\$10 - \$ 30
- portable bars	\$25 - \$ 65
- leather flasks	\$10 - \$ 35
- camera case holders	\$10 - \$ 65
- photo albums	\$ 5 - \$ 15

Travel Games:	Retail Price Range Indicated	
- leather suspenders	\$10 -	\$ 25
- assorted Chicago imprinted leather souvenirs	\$ 2 -	\$ 15
- lighters	\$10 -	\$ 50
- undercover money pouch	\$ 5 -	\$ 35
- mens belts	\$10 -	\$125
- ladies belts	\$10 -	\$125
- Tote Rubber Boots	\$15 -	\$ 30
- Tote Hats	\$15 -	\$ 45
- Scarfs	\$15 -	\$ 60

Skyway Photo Services, Incorporated.

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

SECTION 1. That the Mayor, subject to the 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 on behalf of the City of Chicago, a Photo Processing Concession License Agreement for certain premises in the Terminal Building at Chicago-O'Hare International Airport, said Agreement to be substantially in the following form:

Photo Processing Concession License Agreement.

This Agreement (hereinafter referred to as this "Agreement"), made this _____ day of _____, 1986, between the City of Chicago, a municipal corporation of Illinois, acting by and through its Department of Aviation, (hereinafter referred to as "Licensor") and Skyway Photo Services, Inc., an Illinois corporation, (hereinafter referred to as "Licensee").

Witnesseth:

Whereas, Licensor owns and operates the Airport known as Chicago-O'Hare International Airport, (the "Airport"), situated in the City of Chicago, Counties of Cook and Du Page, State of Illinois; and

Whereas, Licensee desires to obtain from Licensor a license to operate a concession with certain privileges and rights in the Airport's Terminal Building; and

Whereas, the Licensor deems it advantageous to itself and to its operation of the Airport to grant unto the Licensee a license to operate a concession area with the rights and privileges as herein set forth;

Now, Therefore, for and in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

Article I.

Premises.

Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, for the purposes set forth herein, does hereby grant unto Licensee the following area at the Airport (sometimes referred to herein as the "licensed premises" or "premises"), all of which Licensee accepts, for the purposes set forth herein:

- (1) Space 2B _____-U1, consisting of approximately 375 square feet in Terminal Building No. 2 as indicated in Exhibit "A" which is attached hereto and made a part hereof.

Or such other area or areas to which Licensee may be relocated pursuant to Article XXV.

The license with respect to any other area or space may be terminated by the Licensor as specified in Paragraph C(7) of Article V, Paragraph A of Article XXI, Article XXIII or Article XXV.

Article II.

Term.

This term of this Agreement shall be for a period of three (3) years, beginning the earlier of sixty (60) days after the approval of authorizing ordinance by the City Council of the City of Chicago or the first day of operations (such date to be referred to as the beginning date of this Agreement and to be confirmed immediately in writing by letter between Licensor and Licensee) and terminating on the last day of the thirty-sixth month following the beginning date.

In the event Licensee shall, with the consent of the Licensor, hold over and remain in possession of the premises 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 air transportation operations are discontinued at the Airport for an extended period of time, then the terms and conditions of this Agreement shall thereafter no longer be operative, except as they apply to the payment of outstanding fees, the performance of covenants and obligations occurring prior to the date of such discontinuance or to other specific conditions of termination or cancellation contained herein.

Article III.

License Fee.

A. During the term of this Agreement, Licensee agrees to pay Licensor:

1.) An annual fixed license fee equal to \$30.00 per square foot per annum for all granted areas, with payment equal to one-twelfth thereof, due each month, in advance;

2.) A percentage license fee of 20% of gross receipts derived by Licensee from operations at the Airport ("Percentage Fee"), provided, however, that the minimum annual percentage license fee shall be \$72,000.00 ("Minimum Percentage Fee") for the twelve (12) month period immediately following the first day of the month immediately following the beginning date of this Agreement.

In any subsequent year of this Agreement, the minimum percentage license fee shall be an amount equal to 80% of the actual amount paid in the previous year as Percentage Fee, but in no case is the minimum annual percentage fee for a subsequent year to be less than \$72,000.00, or the direct proportion of that amount that the elapsed time bears to a full year, in the case that the final portion of this Agreement, or any extension of this Agreement, is not a full year.

B. Schedule of Payments. Licensee shall pay each month in advance to the City Comptroller of the City of Chicago ("City Comptroller") the sum equal to 1/12 of the Annual Minimum Percentage Fee noted above. The initial payment of the Annual Minimum Percentage Fee is to be made on the first day of the month immediately following the beginning date of this Agreement.

Licensee, within fifteen (15) days of the end of each calendar month, shall pay to the City Comptroller the Percentage Fee for said calendar month less any amount prepaid as annual Minimum Percentage Fee for that month.

Licensee, within fifteen (15) days of the end of each calendar month, shall furnish a separate monthly report of gross receipts for each location at the Airport, certified by an officer of Licensee, to the City Comptroller and the Commissioner of Aviation of the City of Chicago ("Commissioner of Aviation").

Additional payments or refunds required by adjustments, if any, for fees payable or paid 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 C of Article III. The Minimum Percentage Fee, referred to in this Article is intended to be, and is, an annual percentage license fee and not a monthly license fee.

C. Records of Licensee. The Licensee shall, with respect to business done by it in said concession operation, keep true, complete and accurate accounts, records, books, and data, in accordance with generally accepted accounting procedures consistently applied 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 services and all the Licensee's business done upon and within said concession area.

The term "gross receipts", as used herein, shall be construed to mean, for all the purposes thereof, the aggregate amount of all goods sold and services performed for cash, or credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all service for like property, or services, at the price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater.

The term "gross receipts" shall exclude: (1) Federal, State, municipal or other governmental excise taxes, (except Federal Manufacturer's Excise Tax), use, sale privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its sublicensee directly from patrons or customers, or as 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) sales made to employees of Licensee at a discount; (3) refunds for merchandise returned by customers because of their dissatisfaction therewith.

Licensee agrees to maintain an adequate and reasonable system of internal control to insure that revenues are properly reported to the Licensor. Licensee's recordkeeping, accounting, and internal control procedure must be described by the Licensee in writing and submitted to the City Comptroller for approval 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.

D. Books, Records, and Audits. Licensee, at all times during the term of this Agreement and for three (3) years following the termination hereof 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 and the City Comptroller 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 calendar 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 receipts by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. The Licensee must inform the Licensor of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to the Licensor.

The following is an example of an opinion which would satisfy these requirements (such opinion may be subject to additional requirements determined by Licensor):

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales and fees reported to the City of Chicago by Skyway Photo Services, an _____ corporation for the year ended _____ relating to concession operations at Chicago-O'Hare International Airport pursuant to an Agreement between the City of Chicago and Skyway Photo Services an _____ corporation dated _____. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement of receipts showing gross receipts of _____ presents fairly the amount of gross receipts, as defined in the Agreement, for the year ended _____."

If the opinion of the independent certified public accountant is qualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense. The Licensor may in its sole discretion cause an audit to be performed at Licensor's expense even if the opinion of the independent certified accountant is not qualified or conditional, provided, however, that if any discrepancies are discovered the cost of the audit shall be borne by Licensee.

Licensee, shall, upon request, furnish such other further financial or statistical reports as the Licensor may, from time to time, require.

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 in its payment to Licensor for a period of thirty (30) days or more from the date as specified in Article III (B) 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 if money is determined to be owed.

Article IV.

General Description of the Concession.

A. Merchandise. Licensee shall have the right to operate a photo processing concession at the Airport and in connection therewith shall have the right to and shall sell items subject to the limitations set forth below. Licensee shall engage in no other business activity on the Airport or premises and shall not sell items other than those enumerated below on the basis indicated without written authorization of the Commissioner of Aviation.

Licensee shall be permitted to provide on an exclusive basis the following services: (1) On-site film processing and development, (2) On-site photo enlargement including poster size enlargements. The exclusivity shall be limited to Terminal Building No. 2 and the adjoining "E" and "F" Concourses. During the term of this Agreement, Licensor agrees not to grant a Photo Processing Concession License to any other party on terms more favorable than those granted to Licensee including location, percentage license fee and annual minimum percentage license fee.

Licensee shall be permitted to and shall sell on a non-exclusive basis the items listed below and none other:

The items included on a list entitled Initial Schedule of Merchandise, which is an attachment hereto and made a part hereof.

Except with the prior written approval of the Commissioner of Aviation, the Licensee shall not install or operate any coin-activated vending machines or devices of any nature, kind or type; nor shall he engage in any activities or sell any items other than those enumerated above.

B. Conflicts between Concessions. In the event of a conflict between Licensee and any other licensee or concessionaire at the Airport as to the items and merchandise to be sold by the respective concessionaire or Licensees, Licensee agrees that the Commissioner of Aviation shall make the final decision as to which unspecified items of merchandise may be sold by this Licensee and Licensee 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 completely furnish and fix to the satisfaction of Licensor and to the extent necessary, the Concession Area on the upper level of Terminal No. 2 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, and shall be completed such that a certificate of occupancy may issue not later than ninety (90) days following the day of approval of the authorizing ordinance by City Council 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, and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensor, in the minimum amount of Fifty-five Thousand and no/100 Dollars (\$55,000.00); or such sum as will meet the decor and other requirements of the contract.

B. Installations by the Licensor and by the Licensee. In the concession area designated on Exhibit "A", the Licensor will provide:

- (1) Finished floors.
- (2) General illumination.
- (3) Adequate heat and ventilation, the adequacy to be determined by the Licensor.
- (4) 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.
- (5) Electrical service.

In these same spaces the Licensee will provide to the reasonable satisfaction of Licensor:

- (1) All necessary improvements not provided by the Licensor including, but not limited to counters, cabinets, interior 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) Electrical outlets provided in suitable numbers and locations.

C. Improvements, Equipment and Decor installed by Licensee at the 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 the Commissioner of Public Works of the City of Chicago ("Commissioner of Public Works").

3.) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the Concession Area shall be subject at all time to inspection by Licensor without additional cost to Licensee. Licensee

shall give or cause to be given to the Commissioner of Aviation and the 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 and all applicable governmental laws, ordinances, rules and regulations.

4.) Licensee shall reimburse Licensor for the cost of reviewing said plans and specifications, inspections or other related engineering services upon receipt of a warrant from Licensor. Licensee may deduct that portion of such cost of review that exceeds \$1,500.00 from Licensee's initial payment of minimum percentage license fee.

5.) Licensee except as otherwise provided in Article VII shall at all times throughout the term hereof maintain the improvements (including those installed by Licensor) and all other portions of the granted premises in good and serviceable condition and repair.

6.) 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 lien sought to be imposed, provided Licensee provides Licensor with such bonds or security that may be reasonably requested by Licensor.

7.) In the event that the granted premises are reasonably required for other Airport purposes prior to the expiration of this Agreement, 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's removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures, fixtures 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 hereof.

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.

Obligations of Licensee.

A. Hours of Operation. The concession at the Airport shall be open to serve the public fourteen (14) hours each day provided, however, that if the Commissioner of Aviation

deems it necessary to better serve the public, the Licensee agrees to remain open for longer periods 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. Products offered shall be top quality, dispensed 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. Licensee shall at all times keep the shelves and display cases fully stocked and filled and all window and other displays visually attractive.

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. Licensee agrees to dispense with the services of any employee whose conduct the Commissioner of Aviation feels is detrimental to the best interest of Licensors.

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. Licensors will remove all refuse disposed of in designated areas; however, 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. Such trash, garbage and other refuse shall be disposed of between the hours of 12:00 midnight and 8:00 A.M. each day in a place to be designated by the Commissioner of Aviation.

F. Concession Operation. The Licensee shall bear at his own expense all costs of operating the concession, and shall pay in addition to the above-mentioned license fee 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, janitorial 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 a system for 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 the licensed premises, including all of installed improvements (whether installed by Licensors or Licensee), trade fixtures, enclosure walls and doors in good order, condition and repair, keeping the same clean, safe, functioning and sanitary.

Article VII.

Obligations of Licensor.

The Licensor will maintain the structure, the roof and outer walls of the Terminal Buildings.

Licensor will not furnish janitorial service, interior or exterior window cleaning or custodial services anywhere on the granted premises.

*Article VIII.**Quality and Price Control.*

A. Merchandise. Licensee acknowledges the desire and obligation of Licensor to provide the public and the air traveler high quality merchandise and a high level of public service. Therefore, Licensee covenants and agrees to offer for sale from the granted premises only high quality merchandise at prices not to exceed the prices customarily charged for similar merchandise in Licensee's other retail stores in the Chicago metropolitan area. Licensee's initial schedule of merchandise items to be offered for sale from the granted premises, and the prices to be charged therefore, shall be delivered to Licensor prior to commencement of this Agreement. Thereafter, prices may be decreased or increased as mutually agreed by Licensee and Licensor, in the event that Licensee adds merchandise items, Licensee shall submit to Licensor not less than annually a schedule of such new merchandise items to be offered for sale on the granted premises and the prices to be charged therefore. Thereafter, prices for such new items may be decreased or increased in the same manner as aforesaid. It is specifically understood and agreed that, where a suggested retail price is printed on any item, the price charged by Licensee for said item shall not exceed the printed price. If in the opinion of the Commissioner of Aviation, the selection of items offered is inadequate in general or at any particular concession location, if the merchandise is not of high quality, if any of said prices, charges and rates are excessive or if any of said items is found to be objectionable for display and/or sale in a public facility, the Commissioner of Aviation shall meet and confer with Licensee regarding such matters, but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices or quality within thirty (30) days of being advised in writing by the Commissioner of Aviation shall be cause for default by Licensor, under the provisions of Article XXIII.

B. Inspection and Review. At Licensor's discretion, responsible representatives of Licensor and Licensee will make a complete inspection of Licensee's operations, including a review of the quality of service, merchandise and prices, maintenance of premises, furnishings and equipment and such other items as Licensor may wish to inspect or review.

*Article IX.**Interruptions, Reduction and Cancellation of Operations.*

In the event of an interruption or reduction in concession services beyond the control of Licensee, including but not limited to acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline service, riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion,

revolutions, civil war, hostilities, war, the declaration or existence of a national emergency and conditions arising therefrom, and such interruption or reduction of services results in reduction in gross receipts of thirty percent (30%) in the granted premises, based upon the previous three (3) months average sales. Licensor agrees that the obligation of Licensee for payment of the minimum annual percentage fee shall be suspended proportionately after a thirty (30) day period in direct relation to gross receipts generated by each affected location and such suspension shall continue until such time as the gross receipts obtain a level equal to eighty percent (80%) of the gross receipts for such location during the three (3) month period preceding the suspension. The percentage license fee shall not be affected.

This Agreement shall be subject to cancellation by the Licensee in the event of any one or more of the following events:

- (1) The permanent abandonment of the Airport or Terminal Building.
- (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 remaining in force at least ninety (90) days which prevents or substantially restrains the use of the concession area granted by this Agreement.
- (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.

Article X.

Property Rights Upon Termination.

Upon 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 a concession in said terminal building(s) uninterrupted. Licensee further agrees to sell any or all Licensee's furniture, furnishings, trade fixtures and equipment installed or used upon said premises by Licensee to the Licensor or a party designated by the Licensor, or any interest thereto which Licensee may have, should the Licensor notify the Licensee in writing no later than ten (10) days prior to such termination date that the Licensor desires to purchase any or all of said furniture, furnishings, fixtures and equipment. In the event the Licensor exercises its option to purchase any or all of said furniture, furnishings, fixtures, and equipment, it is agreed that the purchase price shall be the fair market value of such items at the date of such termination. If the parties are unable to agree upon the fair market value, it is agreed that each party shall appoint an appraiser and the two so appointed shall name a third appraiser and that the three appraisers so named shall determine the fair market value of such items, which determination shall be final and binding upon the parties hereto.

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 improvements installed by it under this Agreement, including but not limited to, the enclosure walls and doors, subject, however, to Licensor's right to require Licensee to remove all or any portion of said improvements, equipment, fixtures, and facilities and to restore the premises, wherein the same were installed, or the affected portions thereof, to their original condition, reasonable wear and tear excepted. This Article does not supersede rights granted to Licensee in Article V, Section C.(7) hereof.

Article XI.

Damage or Destruction of Premises.

Should any portion of the granted premises be partially damaged by fire or other casualty, (unless caused by the negligence of Licensee) 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 from such fire or other casualty (unless caused by the negligence of Licensee) 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 Percentage 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 be so extensively damaged by fire or other casualty (unless caused by the negligence of Licensee) 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 fixed license fee payable hereunder with respect thereto shall abate, but the Percentage Fee provided hereunder shall not be affected.

Should Terminal Building No. 2 of the Airport be damaged by fire or other casualty (unless casualty caused by the negligence of Licensee) 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 Licensee therein), the fixed license fee 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.

Should any portion of the granted premises be either partially, extensively or totally damaged by fire or other casualty caused in part or totally by the negligence of Licensee, the Commissioner of Aviation may in his sole discretion deem Licensee in default under

Article XXIII hereof. Provided, however, that nothing herein contained shall in any way be construed as to limit any rights the City may have in law or equity against Licensee.

Article XII.

Insurance.

Licensee shall procure and maintain at all times during the term of this Agreement the following insurance:

- (1) Worker's Compensation, with Employer's Liability limit not less than \$1,000,000 each accident.
- (2) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations Coverage.
- (3) Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's non-ownership liability and hired auto coverage.
- (4) Property Insurance on tenant improvements, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the granted premises in an amount equal to the full replacement value of tenant improvements, fixtures and equipment.

Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Property Insurance policies shall be endorsed to provide the following:

- (1) Name as Additional Insured the City of Chicago and its members, and all of the officers, agents, and employees of each of them.
- (2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies Shall Be Endorsed To Provide:

Forty-five (45) days advance written notice to Licensor of cancellation, non-renewal or reduction in coverage, delivered to the following:

Commissioner, Department of Aviation
City of Chicago
20 North Clark Street
Suite 3000
Chicago, Illinois 60602

and City Comptroller
City of Chicago
121 North LaSalle
Street
Room 511, City Hall
Chicago, Illinois 60602

Certificates of insurance evidencing all coverages and endorsements above shall be furnished to the Licensor before commencing any operations under this Agreement.

Licensee agrees that the terms of these insurance requirements may be increased and revised upon the written demand of the Licensor, which demand must be based on reasonable and justifiable grounds.

All insurance coverage shall be with a company or companies approved by City's Comptroller.

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 XIV of this Agreement.

Article XIII.

"First Source" Agreement.

Licensee shall enter into an Agreement with the Mayor's Office of Employment and Training commonly known as and hereinafter referred to as a "First Source Agreement" for the recruitment, referral and placement of entry level employees required for the operation of any and all business under this Concession License Agreement. The Licensee shall commence negotiations for such First Source Agreement immediately upon execution of this Concession License Agreement and shall complete such negotiations and enter into said First Source Agreement with the Mayor's Office of Employment and Training within thirty (30) days and said First Source Agreement shall be attached to this Concession License Agreement and marked "Exhibit E" and shall become a binding part hereof.

Article XIV.

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 but not limited to antitrust claims (including reasonable attorney fees) arising by reason of any and/or all of its operations 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 arising by reason of any and/or all of its operations hereunder.

Article XV.

Inspection.

The Licensee shall allow the Licensor's authorized representative 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 Licensor's governmental functions.

*Article XVI.**Ingress and Egress.*

Subject to rules and 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 reasonable 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 XVII.**Assignment, Subletting, Change of Ownership.*

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, and shall not permit any other person or persons, company or corporation to occupy the premises, without the consent of the City Council being first obtained.

Any substantial change in ownership or proprietorship of Licensee, which has not received the prior written approval of the Commissioner of Aviation and which in the opinion of the Commissioner is not in the best interest of the Licensor or the public, shall be subject to the remedies available in Article XXIII hereof.

*Article XVIII.**Signs.*

Licensee shall not erect, install, operate nor cause or 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. However, Licensee shall be entitled to install a video monitor displaying the goods offered for sale by Licensee, subject to the approval of the Commissioner of Aviation.

*Article XIX.**Redelivery.*

Licensee will make no unlawful or offensive use of the granted premises and will at the expiration of this Agreement, through the 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 estate in the premises, peaceably, quietly and in as good order and condition, reasonable use and wear excepted, as the same now are or may hereafter be placed by the Licensee or the Licensor.

*Article XX.**Concessionaire's Bond.*

At the time of the execution of this Agreement, Licensee shall execute and deliver to the City Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety in the sum of Thirty-five Thousand and no/100 Dollars (\$35,000.00) which bond shall guarantee faithful performance of the provisions of this Agreement.

*Article XXI.**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 Airports.

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 physical or mental 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 physical or mental handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Licensee 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 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, 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. 8, 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.

Nondiscrimination in the Use of the Premises by Licensee.

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, that (1) no person on the grounds of race, color, physical or mental handicap 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 granted premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

The breach of any of the above nondiscrimination covenants, shall constitute cause for the Licensor to terminate this Agreement under the provisions of Article XXIII.

Article XXII.

Non-Waiver.

Any waiver or 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 XXIII.

Default.

The entire Agreement is made upon condition that if the Licensee shall be in arrears in the payment of any of the license fees for a period of thirty (30) days, or if Licensee shall fail to operate the facilities herein as required or if 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 failures or neglect shall continue for a period of 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 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 Licenser, lawfully may, at its option, immediately or any time thereafter, without demand or notice, enter into, and upon the granted premises or any part thereof and in the name of the whole, and 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 arrearages of license fees or preceding breach of covenant. On the reentry aforesaid, this Agreement shall terminate.

Article XXIV.

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 Licenser and Licensee, or as constituting the Licensee or any officer, owner, employee or agent of Licensee as agent, representative or employee 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 XXV.

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 Airports, 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 and shall obtain and maintain all permits and licenses necessary for its operation at the Airport. Licensee further agrees to pay all taxes imposed by law on the property or operation.

Article XXVI.

Notices.

Notices to Licenser provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to the Department of Aviation, 121 North LaSalle Street, Room 1111, City Hall, Chicago, Illinois 60602, Attention: Commissioner, and notice to Licensee if sent by certified mail, postage prepaid, addressed to Licensee at P. O. Box 6433, Chicago, Illinois 60680 Attention: Corporate Secretary or to such other addresses as the parties may designate to each other in writing from time to time.

Such notice shall be deemed effective upon mailing in compliance with this Article XXVI.

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

Article XXVII.

Paragraph Headings.

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

Article XXVIII.

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 affect 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 XXIX.

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 Du Page 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.]

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

[Initial Schedule of Merchandise and Exhibit A printed on
pages 32303 through 32308 of this Journal.]

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35 mm CAMERAS

	LIST PRICE
Vivitar PS-35 mm Autofocus) f/1.8 lens	\$ 139.95
Case	9.50
Minolta Freedom I Compact 35 mm	122.50
(focus-free) Case	9.50
Minolta Auto Focus V Talker 35 mm f/2.8 lens	228.00
Cannon Snappy S 35 mm fixed-focus	90.00
Case	9.50
Cannon Sure Shot 35 mm f/2.8 lens	240.00
Pentax Pino 35 mm f/3.8 lens	99.95
Case	9.50
Nikon "one touch" 35 mm f/2.8 lens	210.50
(infrared automatic focusing)	
Case	9.50
Olympus Quick Shooter DX 35 mm f/2.8 lens	235.00
Olympus XA 35 mm f/2.8 lens (split image focusing)	200.00
Olympus A-11 Flash for Olympus XA	38.00
Case	9.50
Minolta Maxxum Autofocus 35 mm f/1.7 50 mm lens	509.00
Case	9.50
Minolta Maxxum Flash 4000 AF	123.00
28 mm f/2.8 lens	140.00
35-70 mm f/4.0 zoom lens	175.00
Case	5.00
70-210 mm f/4.0 zoom lens	203.00
Case	7.00
Minolta x 700 35 mm fully programmed LED Inf.	
Viewfinder 50 mm f/1.7	438.50
Case	22.50
Minolta x 700 35 mm fully programmed LED inf.	
Viewfinder 50 mm f/1.4	517.50
Minolta x 700 35 mm PX Flash	114.00
Motor Drive	250.00

	PRICE LIST
Minolta V 170 35 mm camera - 50 mm f/1.8 lens - 1/1000th to 1 sec. inf. Viewfinder - 1/1000th to 1 sec. lens	\$ 280.50
132 Px Flash	105.00
Case	22.50
Canon A-1 (LCD Viewfinder Display 50 mm f/1.8 lens	557.00
Canon A-1 (LCD Viewfinder Display) 50 mm f/1.4 lens	625.00
Canon A-1 Motor Drive	355.30
Case	22.50
Canon T-50 35 mm Fully Programmed 50 mm f/1.8 lens	299.00
244 T flash	74.00
Case	22.50
Canon AE-1 Programmed AEmode (Selects shutter speed) and Aperture Automatically) 50 mm f/1.8 lens	452.00
Canon AE-1 Programmed AEmode (Selects shutter speed and Aperture Automatically) 50 mm f/1.4 lens	520.00
Canon AE-1 Power Winder	
Canon AE-1 Speedlite 1884 Flash	144.00
Canon AE-1 Case	22.50
Nikon FA shutter speeds 1/4000th to 1 sec. 3 auto exposure modes 50 mm f/1.8 lens	743.00
Nikon FA/SB-19 Speedlight Auto Flash	64.00
Nikon FA Case	43.50
Nikon FG 20 50 mm f/1.8 lens	257.50
Nikon FG 20 MD-E Motor Drive	106.00
Nikon FG 20 SB-18 Flash	49.50
Nikon FG 20 Case	22.50
Nikon FG Program-Programmed Mode Automatically sets both lens Aperture and Shutter Speed from 1/1000th Sec. to 1 sec. 50 mm f/1.8 E lens	412.00
Nikon FG Program SB-18 Flash	49.50
Nikon FG Program MD-E Motor Drive	106.00
Pentax K 1000 Outfit (35 mm camera - 50 mm f/2 lens CPC 8020 f/4.5 Macro zoom lens - gadget bag - zoom lens case 5 piece lens Cleaning Kit)	369.00
Pentax K 1000 Camera only 50 mm f/2 lens	220.00
Case	22.50

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LIST PRICE

Pentax A-300 Program - Auto Film Speed setting - Auto film load and advance Two Automatic Exposure Modes - Self Timer- Back light compensation 50 mm f/2.0 lens	\$ 299.00
Pentax AF200P flash program (works as automatic Program Flash with Pentax program SLR's)	70.00
Olympus OM-PC 35 (Programmed Aperture Priority) (DX Coding) 50 mm f/1.8 SLR	430.00
T-20 Flash	92.00
Case	35.50
Olympus OM-2S (Aperture Priority and Programmed Automatic exposure control) 50 mm f/1.8 SLR	480.00
T-20 Flash	92.00
Case	35.00

INSTANT CAMERAS

Polaroid 680 Auto Focus SLR (Automatic Focusing by Sound Waves) (Automatic Built-in electronic flash) 116 mm Close-up lens	265.00
Bel-Aire Camera Bag.	25.00
Polaroid Sun 600 LMS uses 600 high speed film	39.95
Polaroid Sun 660 Auto Focus (Automatic Sound Wave Focusing) (Automatic Built-in Flash)	110.00

DISC CAMERAS

Kodak Tele Disc. (Built-In Automatic Flash Auto Exposure control - normal/telephoto lenses Automatic, motorized film advance)	17.95
Kodak Disc 6100 outfit Built-in automatic flash auto exposure control Motorized film advance Built-in close-up glass lens	92.95
Pouch Case	12.00
Kodak Disc 4100 - Built-in Automatic Flash Motorized Film Advance F/2.8 glass lens	65.95
Kodak Disc 3100 Built-in Automatic Electronic flash and motorized film advance f/2.8 glass lens 9 V Batt. incl.	47.95

LIST PRICE

110 CARTRIDGE POCKET CAMERAS

Keystone XR308 Tele Everflash (2 x telephoto lens with 3-position 300 viewfinder - built-in electronic flash 23 mm normal lens	31.95
Kodak Electralite 10 Camera Outfit	
Built-in electronic flash - film - instruction book - batteries included	33.70
Case	5.95
Minolta Weather Matic A "All Weather" Pocket Camera can be used under water to 15' - electronic flash	105.00
Case	5.95

KODAK FILM KODA COLOR VR- DXCoding

24-110 ISO 200	3.50
24-126 ISO 200	4.07
12-135 ISO 100	2.90
24-135 ISO 100	3.93
36-135 ISO 100	4.98
12-135 ISO 200	3.26
24-135 ISO 200	4.40
36-135 ISO 200	5.56
12-135 ISO 400	3.64
24-135 ISO 400	4.94
36-135 ISO 400	6.23
12-135 ISO 1000	4.16
24-135 ISO 1000	5.63
36-135 ISO 1000	7.12
Kodacolor VR Disc Film ISO 200 2 pack (15 exp)	5.60

POLAROID FILM

Type 103 Polacolor 2	9.80
Type 107 black and white	6.75
5x-70 time Zero Color Film	20.00
600 High Speed Color Print Film (ISO 600 for Sun Series 5X70 Cameras)	11.20
Twin Pack	20.00

LIST PRICE

30 MINUTE-GUARANTEED

Special Service

1 roll only 110 or 126 or 135 or disc

\$ 8.50

12 prints (110-126-135)

\$ 8.50

24 prints (110 - 135)

10.50

36 prints (135)

15.00

Disc - 15

8.50

1 hour service - guaranteed

1 to 4 rolls 110 - 126 - 135

12 prints (110 - 126 - 135)

6.00

24 prints (110 - 135)

8.40

36 prints (135)

12.60

extra prints each

.40

disc - 15 prints

6.00

1 Day Service

Disc. - 15 prints

4.50

12 prints (110 - 126- 135)

5.00

24 prints (110 - 135)

7.00

36 prints (135)

11.00

Extra prints each

.30

SPECIAL 15 MINUTE COLOR ENLARGEMENTS

"JUMBO" 20" x 28"

20.00

16" x 24"

17.50

16" x 20"

16.50

11" x 14"

15.00

9 1/2" x 12"

12.00

5" x 7"

Camera and photo related items and accessories -- Standard Prices

Zoom and Wide Angle Lenses

Flash Attachments

Gadget Bags

Camera Cases - Straps

Lens Filters

Lens Adapters

Lens Caps

Photography Books

Photo Batteries

Duracell Batteries "D" "C" "AA" "AAA" 9 volt

Everready Batteries "D" "C" "AA" "AAA" 9 volt

Konica Film Assortment of Film Speeds and Exposures

Fuji Film Assortments of Film Speeds and Exposures

COMMITTEE ON BEAUTIFICATION AND RECREATION.

APPROVAL OF MS. REBECCA SIVE-TOMASHEVSKY AS COMMISSIONER OF CHICAGO PARK DISTRICT.

The Committee on Beautification and Recreation submitted the following report:

CHICAGO, June 5, 1986.

To the President and Members of the City Council:

Your Committee on Beautification and Recreation, having had under consideration a communication signed by Honorable Harold Washington, Mayor (which was referred on February 13, 1986) appointing Rebecca Sive-Tomashevsky as a Commissioner of the Chicago Park District for a term expiring April 25, 1989, to succeed Mr. John E. McHugh, begs leave to recommend that Your Honorable Body concur in the recommendation of the committee that said appointment *Do Not Pass*. ----

This recommendation was concurred in by six nays and three yeas.

Respectfully submitted,
(Signed) WILLIAM F. KRISTYNIK,
Chairman.

Alderman Bloom next submitted the following motion:

"I move to approve the nomination of Rebecca Sive-Tomashevsky to the Board of the Chicago Park District notwithstanding the report of the committee."

The motion *Prevailed* and the said proposed appointment of Ms. Rebecca Sive-Tomashevsky was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Garcia, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Mell, Frost, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schuler, Orr, Stone -- 35.

Nays -- Aldermen Vrdolyak, Burke, Kellam, Sheahan, Krystyniak, Hagopian, Cullerton, McLaughlin -- 8.

COMMITTEE ON CLAIMS AND LIABILITIES.

AUTHORITY GRANTED FOR PAYMENT OF MISCELLANEOUS
REFUNDS, COMPENSATION FOR PROPERTY
DAMAGE, ETC.

The Committee on Claims and Liabilities submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of miscellaneous claims.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

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

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

The following is said order as passed:

Ordered. That the City Comptroller is authorized and directed to pay to the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim, with said amount to be charged to the activity and account specified as follows:

Damage to Vehicles.

Department of Public Works: Account No. 100.9112.934.

Name and Address	Date and Location	Amount
Heritage Ins. Co. and Jet Intermodel, Inc. Cl.920272-2MK P.O. Box 14697 Milwaukee, Wisconsin 53214	11/30/84 State Street between 63rd and 64th	\$1,262.09

Damage to Vehicles.

Department of Sewers: Account No. 314.9112.934.

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Name and Address	Date and Location	Amount
State Farm Ins. Co. and Dolores Love Cl.13-8562-381 SUB 5676 South Archer Avenue Chicago, Illinois 60638	2/13/85 34th Place and Western Avenue	\$517.89
Richard V. Joseph and Karolyn M. Chavez 3533 South Harlem Avenue Berwyn, Illinois 60402	3/5/86 3753 West Windsor Avenue	200.00

*Damage to Property.**Department of Streets and Sanitation: Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
Willimina Golubski 1810 West Paulina Street Chicago, Illinois 60622	6/14/85 1810 West Paulina Street	\$15.41
Ms. Jeanette Koppel 3614 West Cornelia Avenue Chicago, Illinois 60618	7/29/85 3614 West Cornelia Avenue	85.00
Richard Joseph Grace 5010 West Wilson Avenue Chicago, Illinois 60630	8/14/84 5010 West Wilson Avenue	300.00
Stanley and Walter Szewczyk 6336 West Giddings Street Chicago, Illinois 60630	2/18/86 6336 West Giddings Street	552.00
William Golucki 6338 West Giddings Street Chicago, Illinois 60630	2/18/86 6338 West Giddings Street	880.00
Margaret Raczka 6334 West Giddings Street Chicago, Illinois 60630	2/18/86 6334 West Giddings Street	223.00
Lawrence Mayer 1471 North Milwaukee Avenue Chicago, Illinois 60622	4/8/86 1471 North Milwaukee Avenue	3,500.00

*Damage to Property.**Department of Fire: Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
Great Central Ins. Co. and Jack Gilbert d/b/a Diversey and Kedzie Automotive P. O. Box 807 Peoria, Illinois 61633-0807	7/17/84 Diversey and Kedzie Avenue	\$285.25
Leonard L. Maczek 4903 North New England Avenue Chicago, Illinois 60656	2/16/86 4903 North New England Avenue	16.50

*Damage to Vehicles.**Department of Fire: Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
State Farm Ins. Co. and Frank Ward Cl.13-8545-152 5676 South Archer Avenue Chicago, Illinois 60638	2/21/85 63rd and Ashland Avenue	\$1,232.41
The Hertz Corporation Cl.2208-215-AF 2400 East Devon Avenue - Suite 380 Des Plaines, Illinois 60018	5/27/85 51st and Indiana Avenue	421.72
Eddie Lee Wrice 6809 South Cornell Avenue Chicago, Illinois 60649	3/6/86 6855 South Indiana Avenue	200.00

*Damage to Vehicles.**Department of Water: Account No. 200.9112.934.*

Name and Address	Date and Location	Amount
Matthew F. Rusek 5252 South Kenneth Avenue Chicago, Illinois 60632	7/22/84 55th and Springfield Avenue	\$471.70
Randy North Dixon 17706 Grandview Drive Hazel Crest, Illinois 60429	12/21/85 1444 North Rockwell Street	954.12

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Damage to Property.

*Department of Streets and Sanitation (Bureau of Forestry):
Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
John Lestworczyk 6236 South Mulligan Avenue Chicago, Illinois 60638	10/9/85 6236 South Mulligan Avenue	\$400.00
Edward C. Podlasek 5325 South Merrimac Avenue Chicago, Illinois 60622	2/11/86 5325 South Merrimac Avenue	660.00
Crawford & Company, Edward and Donna Borris-File 392-10768-JLW P.O. Box 1038 Elmhurst, Illinois 60126	8/12/85 3331 North Odell Avenue	105.00
Gregory and Vivian Peavy 8401 South Dante Avenue Chicago, Illinois 60619	11/2/84 8401 South Dante Avenue	319.75
Carolyn Bochenek 1023 North Winchester Avenue Chicago, Illinois 60622	11/19/85 1023 North Winchester Avenue	600.00
Leonard Dembkowski 2224 North Seeley Avenue Chicago, Illinois 60622	2/21/86 2222 North Seeley Avenue	950.00

Damage to Property.

Department of Police: Account No. 100.9112.934.

Name and Address	Date and Location	Amount
Olive Morris Vinson 4221 West Washington Boulevard Chicago, Illinois 60624	5/22/85 4221 West Washington Boulevard	\$599.67
Robert Cottage 1235 East 87th Place Chicago, Illinois 60619	2/20/85 2650 South California Boulevard	289.20

Name and Address	Date and Location	Amount
Prestige Cas. Co., James and Ann Taylor-Cl.85-X-0078 5454 West Fargo Skokie, Illinois 60077	12/6/85 8258 South Green Street	\$437.50

Damage to Property.

Department of Water: Account No. 200.9112.934.

Name and Address	Date and Location	Amount
Ms. Winnifred Thivel 1923 West Touhy Avenue Chicago, Illinois 60645	2/26/85 1923 West Touhy Avenue	\$927.38
Peoples Gas Light and Coke Co. File 86-0-2 122 South Michigan Avenue Chicago, Illinois 60603	10/16/85 1326 South Homan Avenue	1,337.29
Peoples Gas Light and Coke Co. File 86-0-7 122 South Michigan Avenue Chicago, Illinois 60603	12/4/85 8906 South Paulina Street	544.46
Peoples Gas Light and Coke Co. File 86-0-4 122 South Michigan Avenue Chicago, Illinois 60603	11/14/85 6958 West Tonty Avenue	1,199.25
Northbrook Excess and Surplus Ins. Co. and Southwest Federal Savings-File 10679 P.O. Box 1015 South Barrington, Illinois 60010	1/11/84 3743 West 66th Street	1,326.00
Peoples Gas Light and Coke Co. File 86-0-18 122 South Michigan Avenue Chicago, Illinois 60602	1/13/86 5350 South Newland Avenue	563.94
Peoples Gas Light and Coke Co. File 86-0-30 122 South Michigan Avenue Chicago, Illinois 60602	1/23/86 4534 South Fairfield Avenue	978.64

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Name and Address	Date and Location	Amount
Peoples Gas Light and Coke Co. File 86-0-25 122 South Michigan Avenue Chicago, Illinois 60602	11/14/85 2437 West 46th Place	\$679.02
Peoples Gas Light and Coke Co. File 86-0-26 122 South Michigan Avenue Chicago, Illinois 60602	11/15/85 1348 South Karlov Avenue	674.72
Peoples Gas Light and Coke Co. File 86-0-39 122 South Michigan Avenue Chicago, Illinois 60602	2/4/86 4430 West Gladys Avenue	1,051.61
Jerome Sciortino 4738 North Narragansett Harwood Heights, Illinois 60630	2/18/86 4738 North Narragansett Avenue	155.32
Peoples Gas Light and Coke Co. File 86-0-41 122 South Michigan Avenue Chicago, Illinois 60602	1/31/86 5758 South Richmond Street	806.00
Farouk Khatib 3030 West 84th Place Chicago, Illinois 60658	1/29/86 4938 South Racine Avenue	150.00

*Personal Injury.**Department of Streets and Sanitation: Account No. 100.9112.034.*

Name and Address	Date and Location	Amount
Debra Lynn Ross 300 Inwood Drive Wheeling, Illinois 60090	9/5/85 666 North Lake Shore Drive	\$903.41
Bob Cohen and Dany and Abraham Otorola 205 West Wacker Drive - Suite 2200 Chicago, Illinois 60606	3/6/85	1,500.00

*Damage to Property.**Department of Sewers: Account No. 314.9112.934.*

Name and Address	Date and Location	Amount
Bernice Stygar 3904 West 59th Street Chicago, Illinois 60638	8/1/85 3904 West 59th Street	\$900.00
Anthony G. Wiszowaty 3118 North Central Park Chicago, Illinois 60618	5/5/85 3118 North Central Park	1,070.64
Marie Bozic 4541 North Greenview Avenue Chicago, Illinois 60640	11/1/85 4541 North Greenview Avenue	600.00
Mr. and Mrs. Kowalkowski 5800 South New England Avenue Chicago, Illinois 60638	3/13/86 5800 South New England Avenue	1,500.00

*Damage to Vehicles.**Department of Streets and Sanitation (Bureau of Forestry):
Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
Hope Nunez 209 East 116th Street Chicago, Illinois 60628	5/15/85 209 East 116th Street	\$701.85
Carlton Stinson 8347 South Oglesby Avenue Chicago, Illinois 60617	9/8/85 8347 South Oglesby Avenue	584.80
Rose M. Zukowski 6025 West 55th Street Chicago, Illinois 60638	11/19/85 65th Street and Lorel Avenue	1,055.24
Martin J. Shula c/o Kathy Shula 1537 North Claremont Avenue Chicago, Illinois 60622	6/28/85 6977 North Bell Avenue	850.00
Lena Marie Parma 2540 West 45th Place Chicago, Illinois 60632	2/7/86 2540 West 45th Place	132.00

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*Various Permit Refunds.**Department of Inspectional Services: Account No. 100.9112.934.*

Name and Address	Permit Number	Amount
Midwest Wrecking Company 1950 West Hubbard Street Chicago, Illinois	98045	\$150.00
Robert Atkins 3223 North Elston Avenue Chicago, Illinois 60618	1434 Receipt Examination Refund	95.00

*Damage to Vehicles.**Department of Police: Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
Liberty Mutual and Robert Rickert Cl. AL 404-011787-99 HOD 246 East Janata Lombard, Illinois 60148	2/2/84 800 South Dan Ryan Expressway	\$382.15
Montgomery Ward Ins. Co. and Donald Rage Cl. 17224-7/30 20060 Governors Drive Olympia Fields, Illinois 60461	7/30/85 1047 West North Avenue	379.22
Sarah Ann Bird 2150 North Lincoln Park West Apt. 109 Chicago, Illinois 60614	10/19/85 Kenmore and Ardmore Avenues	550.05
Lisa Friedman 9453 Lincolnwood Drive Evanston, Illinois 60203	8/1/85 3200 North Clark Street	150.00
Allstate Ins. Co. and Frank P. Wayman Cl. 1239824052 P.O. Box 127 Skokie, Illinois 60077	11/9/85 Bell and Pratt Avenues	200.00

Name and Address	Date and Location	Amount
State Farm Ins. and Cecelia Sonka Cl.13 8578 752 SUB 5676 South Archer Avenue Chicago, Illinois 60638	4/30/85 76th Street and Lafayette	\$238.21
Frank O. Garcia 2738 South Kedvale Avenue Chicago, Illinois 60623	6/9/85 Montrose and Hermitage Avenues	200.00
Allstate Ins. Co. and Walter Thomas c/o Lawrence Friedman Cl.252-0337516 7 South Dearborn Street Suite 1720 Chicago, Illinois 60603	9/5/85 2650 East 83rd Street	1,278.65
Allstate Ins. Co. and Johannes Bachmann Cl.1239790915 4301 West Touhy Avenue Lincolnwood, Illinois 60646	10/6/85 5157 North Lincoln Avenue	708.39
L & L Sales, Inc. 847 Sheridan Road Winthrop Harbor, Illinois 60096	12/28/85 3120 South Wood Street	1,463.42
Allstate Ins. Co. and Alfred Bishop Cl.183-894-5985 P.O. Box 1089 Morton Grove, Illinois 60053	1/16/86 Augusta and Central	482.37
Willie F. Thomas 7329 South Stewart Avenue Chicago, Illinois 60621	2/21/86 77th and Maryland Avenue	685.21
Glenton A. Bucknor 5701 North Sheridan Road - Apt. 24B Chicago, Illinois 60660	9/10/85 City Pound	1,400.00

Various License Refunds.

Department of Finance: Account No. 100.9112.934.

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Name and Address	License Number	Amount
The Southland Corporation d/b/a 7-11 Food Stores 1995 Hicks Road Rolling Meadows, Illinois 60008	001789 7-11 at 2200 West Devon	\$12.00
Avenue Food Mart 6850 West Belmont Avenue Chicago, Illinois 60634	006057	836.00
Jelenko Jevremovic 1603 Grove Drive Round Lake, Illinois 60073	1212	25.00
Gail M. Brakie 5413 South Ashland Avenue Chicago, Illinois 60609	005136	836.00
P'S Liquor, Inc. 3346 West Bryn Mawr Avenue Chicago, Illinois 60659	003178	150.00
Reliable Contracting & Equipment Co. 333 North Ogden Avenue Chicago, Illinois 60607	001530	597.40
South Central Music Co., Inc. 4306 South King Drive Chicago, Illinois 60653	12636,12537,12638,12639 12640,12654, 12655, 12656, 12657, 12658	750.00
Shell Oil Company c/o Mr. Mike McCormick 1415 West 22nd Place Oak Brook, Illinois 60522	3093	18.75
Las Villas Bakery, Inc. 2405 North Milwaukee Avenue Chicago, Illinois 60647	40	50.00
Robert East Conner 4363 North Kenmore Avenue Chicago, Illinois 60613	19648-49-50-51-52-53- 19680-81-82-83	750.00
Sam Brown 3201 West Lake Street Chicago, Illinois 60612	1569	150.00

Name and Address	License Number	Amount
Mrs. Wanda Cunningham P.O. Box 29045 Chicago, Illinois 60629	Residential Parking	\$10.00
K & S Liquors, Inc. 4956 North Milwaukee Avenue Chicago, Illinois 60648	2648	90.00
Mike Singer 13000 South Torrence Avenue Chicago, Illinois 60633	000085,000066,000580, 000921	776.00
A.B.C. Tobacco, Inc. 230 West Monroe Street Chicago, Illinois 60606	00820	25.00
Mary Bolton 5104 North Austin Avenue Chicago, Illinois 60630	33 in Zone 3	10.00
Anthony Caiazzo 5013 West Fullerton Avenue Chicago, Illinois 60639	K108642	80.00
Japco Inc. - Gif's Inc. 2209 North Cicero Avenue Chicago, Illinois 60639	012898	80.00
Bill Smith, Jr. 851 West 103rd Street Chicago, Illinois 60643	002348	25.00
Trans-X Car Care 4444 West 147th Street Midlothian, Illinois 60445	License Refund	165.00
Eula Mae Wilson 901 South Ashland Avenue Apt. 1117 A Chicago, Illinois 60607	K79672	137.50
Jack Peter Vitale 7120 South Harlem Avenue Bridgeview, Illinois 60455	183	200.00

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Name and Address	License Number	Amount
Bill Stefanis c/o Bills Service Station 6002 West Diversey Avenue Chicago, Illinois 60639	656	\$858.00
Eschelbach Leaf Industries, Inc. d/b/a Rainbow's End, Ltd. 1458 East 53rd Street Chicago, Illinois 60615	000395	40.00
Antonio Almeida 4701 West 12th Place Cicero, Illinois 60650	K78256	50.00
Roy Gatson 3339 West Chicago Avenue Chicago, Illinois 60644	3755	25.00
James C. Lattie 2525 West Eastwood Avenue Chicago, Illinois 60625	Residential Parking Fee	12.00
Curtis Watkins 1858 West 63rd Street Chicago, Illinois 60636	001729	75.00
Freddie Williams 5453 West Division Street Chicago, Illinois 60651	K106794	836.00
Milton Smith 3536 Edward Drive Crete, Illinois 60417	101375	155.00
Brian Kennedy 6803 South Halsted Street Chicago, Illinois 60649	4525	25.00
Peter Tararo 8248 West Lawrence Avenue Norridge, Illinois 60656	006272,00188,003794	129.50
Jerzy and Teresa Sak 5846 West Fullerton Avenue Chicago, Illinois 60639	006252	150.00

*Damage to Vehicles.**Department of Streets and Sanitation: Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
State Farm Ins. and Finus and Gail Rascoe -- Cl.13-8511-703 5680 South Archer Avenue Chicago, Illinois 60638	5/31/84 Madison and Kostner Avenue	\$1,024.91
Cecil Downing 117 Causey Street Milton, Florida 32570	12/27/84 34 South Wabash Avenue	387.59
Steven G. Hammer 3920 Medford Northbrook, Illinois 60062	7/18/85 1932 North Lincoln Avenue	243.45
Michael A. Morkunas 9300 South Longwood Drive Chicago, Illinois 60620	1/15/85 71st and Kedzie Avenue	869.00
Mark Simmons Davis 3520 North Lake Shore Drive Apt. 6K Chicago, Illinois 60657	4/11/85 Addison and Lake Shore Drive	150.56
Charles Albert Messier 21472 Brandon Road Kildeer, Illinois 60047	8/11/85 Central Auto Pound	160.50
Rodney Allan Ross 1446 Forest Place Calumet City, Illinois 60409	12/8/85 Dearborn and Randolph Street	99.00
Alice Wozniak 2944 North Allen Chicago, Illinois 60618	12/9/85 Harrison and Wabash Avenue	74.50
Demark Williamson 6410 South Rhodes Avenue Chicago, Illinois 60637	10/19/85 307 East 67th Street	52.45
Gene De Rango 5531 South Massasoit Avenue Chicago, Illinois 60638	12/21/84 304 East 26th Street	35.00

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REPORTS OF COMMITTEES

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Name and Address	Date and Location	Amount
Allstate Ins. Co. and Leonard A. Valerio CL1019884342 P.O. Box 127 Skokie, Illinois 60077	10/17/85 2224 West Fullerton	\$122.80
Nestor L. Ferreria c/o Sammy S. Rivera 3233 North Wilton Avenue Chicago, Illinois 60657	12/16/84 3233 North Wilton Avenue	405.00
Susan Mary Whitman Route 7 -- Box 13 Grinnell Road Kankakee, Illinois 60901	2/17/86 6239 South Archer Avenue	527.77
Janice M. Phillips 1514 West 99th Street Chicago, Illinois 60643	1/17/86 6635 South King Drive	296.01
Charlene Butler 424 West Sullivan Street Apt. 103 Chicago, Illinois 60610	2/20/86 1643 North Larrabee Street	89.20
John F. Mullen 6051 North Leader Avenue Chicago, Illinois 60646	2/25/86 Forest Glen Avenue and Lansing Avenue	42.80
State Farm Ins. and Kyle Obert CL13-1231-576 2309 East Oakland Avenue Bloomington, Illinois 61709	1/1/86 City Parking Facility 5	243.13
Richard Kenneth Thomas 16507 Barryknoll Way Granger, Indiana 46530	2/17/86 4410 South Cicero Avenue	410.07
Mary Ann Martinkus 7513 South St. Louis Avenue Chicago, Illinois 60652	2/21/86 3745 West Columbus Drive	201.78
Perry D. Banks 5748 South Aberdeen Street Chicago, Illinois 60621	2/8/86 47th and Halsted Street	75.40

Name and Address	Date and Location	Amount
Daniel R. Cirignani 5155 North Broadway Chicago, Illinois 60640	1/28/86 City Parking Facility 5	\$596.28
Emma Crumpley 7827 Chase Street Merrillville, Indiana 46410	2/3/86 81st Street and Coles Avenue	258.12
John Anthony Green 4940 West Fulton Street Chicago, Illinois 60644	1/11/86 Chicago and Tripp Street	540.14
Steven James Jedd 1328 Westchester Boulevard Westchester, Illinois 60153	2/4/86 6125 South Harlem Avenue	130.35
Thomas A. Drieger 4812 Stanley Avenue Downers Grove, Illinois 60515	11/15/85 51st Street and South Major Avenue	120.05
David L. Gorman 5715 South Washtenaw Avenue Chicago, Illinois 60629	3/5/86 Sacramento and Ogden Avenue	270.00
Donald A. Dodge 5848 South Archer Avenue Chicago, Illinois 60638	2/28/86 5458 West Grand Avenue	214.15
Dominick R. Bozzi 446 Longwood Drive Glenwood, Illinois 60425	2/28/86 3100 South Damen Avenue	118.26
Richard V. Macys 6940 South Maplewood Avenue Chicago, Illinois 60629	10/22/85 3558 Southwest Highway	991.93
William J. Tennison 610 Marian Square Oak Brook, Illinois 60521	3/13/86 Lower Wacker Drive and Post Place	475.79
Walter G. Orihuela 9038 Tamaroa Terrace Skokie, Illinois 60076	1/22/86 466 North Orleans Street	230.14
Helen K. Suzuki	3/1/86	119.43

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REPORTS OF COMMITTEES

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Name and Address	Date and Location	Amount
743 South Harvey Avenue Oak Park, Illinois 60304	31st and Western Avenue	
Janice K. Mize 14117 Mackinaw Avenue Burnham, Illinois 60633	3/13/86 74th and Stony Island Avenue	\$204.88
David M. Goodman 3938 Carousel Drive Northbrook, Illinois 60062	3/29/86 City Parking Facility 5	353.70
Timothy J. Gorniak 4416 South Maplewood Avenue Chicago, Illinois 60632	2/3/86 24th and Western Avenue	421.08
Ernest C. Harris 8355 South Prairie Avenue Chicago, Illinois 60619	2/26/86 13 East 83rd Street	149.57
Allstate Ins. Co. and Ray A. and Hilda M. Jones-Cl. 1838940952 P.O. Box 127 Skokie, Illinois 60077	1/5/86 Chicago and Tripp Avenue	673.22
Michael Regaldo 4026 North Paulina Street Chicago, Illinois 60640	3/12/86 4032 West 26th Street	45.00
State Farm Ins. and Lloyd Sage Cl. 13-8470-116 5676 South Archer Avenue Chicago, Illinois 60638	5/11/83 55th and Claremont Avenue	200.00
Richard U. Zehe 12700 Lake Lakewood, Ohio 44107	2/27/86 5200 West Devon Avenue	456.73
Jerry Street 3753 North Tripp Street Chicago, Illinois 60641	5/7/86 Grace and Pulaski Road	993.29
Moses C. Price 3832 West Gladys Street Chicago, Illinois 60624	4/15/85 3120 South Wood Street	551.29

Name and Address	Date and Location	Amount
Georges Comet Motorcars, Ltd. 3701 North Western Avenue Chicago, Illinois 60618	10/18/85 4000 North on Kennedy Expressway	\$776.55
Philip H. Lam 734 East Main Street -- Apt. 5 Morris, Illinois 60450	11/1/85 State and Division Streets	70.06
Hermann Faubl 6923 North Overhill Avenue Chicago, Illinois 60631	3/12/86 1756 West Lawrence Avenue	151.46
Helen D. Johnson-Collins 501 East 32nd Street -- Apt. 606 Chicago, Illinois 60616	1/6/86 87th Street between Colfax and Saginaw	182.66
Aetna Cas. Co. and Dean E. Robert, Jr. File A51-AMB-49480 SP 3565 Piedmont Road Atlanta, Georgia 30305	8/3/85 North Clark Street	670.08
Sandra Edwards 50 Iowa Oak Park, Illinois 60302	3/26/86 25 East Congress Parkway	759.06
Owen and Sue Deckinga, Jr. 17812 Oakwood Drive Lansing, Illinois 60438	8/27/84 327 East Chicago Avenue	655.72
Michael D. Livermore 2746 West 61st Street Chicago, Illinois 60629	12/8/85 5301 South California Avenue	250.00
Allstate Ins. Co. and George London Cl.137 1481753 P.O. Box 127 Skokie, Illinois 60077	12/28/85 Clark and Goethe Streets	354.95
Hugh Ziomek 1919 North Wolcott Street Chicago, Illinois 60622	2/4/86 Cortland Street and Ashland Avenue	140.00
Richard Carl Sall 629 North Loyce	3/4/86 700 North Halsted Street	688.93

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REPORTS OF COMMITTEES

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Name and Address	Date and Location	Amount
Lombard, Illinois 60148		
Zarinelo Ortega 5623 North Newcastle Avenue Chicago, Illinois 60631	2/16/86 5623 North Newcastle Avenue	\$705.30
George Sorisho 6318 North Bell Avenue Chicago, Illinois 60659	3/18/86 Devon and Bell Avenue	200.00
State Farm Ins. Co. and Horatio Didomenico -- Cl.1322246589 7900 North Milwaukee Avenue Niles, Illinois 60648	12/20/85 Grand and Rockwell Street	704.27
Allstate Ins. Co. and Thomas Handler Cl.2520367190 9730 South Western -- 824 Chicago, Illinois 60642	10/28/85 7400 South Racine Avenue	410.96
John W. Karson 2514 North Long Avenue Chicago, Illinois 60639	3/25/86 5530 West Wrightwood Avenue	216.75
John L. Garcia 8242 South Fairfield Avenue Chicago, Illinois 60652	12/17/85 79th Street and Kedzie Avenue	600.00
Juliette Kevorkian 1004 West Miner Arlington Heights, Illinois 60005	3/19/86 2500 North Lake Shore Drive	20.00
Kenneth Olan 3930 North Pine Grove -- 1404 Chicago, Illinois 60613	3/8/86 1129 North State Street	196.96
Cubb Ins. Co. and Louis Petrich File 1573-04-32/003 300 South Riverside Plaza Chicago, Illinois 60606	10/10/85 70 West Randolph Street	506.53
Robert Maciontek 7428 North Olcott Avenue Chicago, Illinois 60648	3/19/86 Canfield north of Devon Avenue	159.12

Name and Address	Date and Location	Amount
Alex Harris 14618 South Dante Avenue Dolton, Illinois 60419-2411	1/21/86 Wabash and 79th Street	\$383.89
Adrienne Kane 3575 West Belden Avenue Chicago, Illinois 60647-7001	4/6/86 1201 North Clark Street	97.22
Cruz Ortiz 4611 North Paulina Street Chicago, Illinois 60640	1/14/86 3005 North Damen Avenue	1,500.00
State Farm and Walter Buehler Cl. 13 8562 349 5676 South Archer Avenue Chicago, Illinois 60638	2/13/85 6300 Northwest Highway	1,441.84
Ruchard A. Uslander 6101 North Sheridan Road -- 64 Chicago, Illinois 60660	3/15/85 1470 West Flournoy Street	285.00
Houssam Bechnek 5245 South Kedzie Avenue Chicago, Illinois 60632	1/30/86 5245 South Kedzie Avenue	163.83
Irwin Malman 1851 Sunnyside Circle Northbrook, Illinois 60062	3/6/86	364.00
Ray Robinson 1249 West 57th Street Chicago, Illinois 60636	2/14/86 1249 West 57th Street	864.82
James Turner 10847 South Racine Avenue Chicago, Illinois 60643	3/4/86 10847 South Racine Avenue	200.00
Raquel Nieves 3614 West Belle Plaine Avenue Chicago, Illinois 60618	2/4/86 Michigan and South Water Street	367.00
Harold H. Berger 4748 North Milwaukee Avenue Chicago, Illinois 60630	4/13/86 Milwaukee and Sunnyside Avenues	108.60

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REPORTS OF COMMITTEES

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Name and Address	Date and Location	Amount
Lynda L. Chattaway 1041 West. Ogden -- Apt. 333 Naperville, Illinois 60540	4/15/86 20 West Ontario Street	\$210.68
Elizabeth W. Lynch 108 Turkey Run Cary, Illinois 60013	4/17/86 1970 North Clark Street	87.13

; and

Be It Further Ordered, That the Commissioner of Water is authorized to refund, the amount due by the amount set opposite the name of the claimant; on account of underground leaks and to charge same to Account No. 200.8220.935:

Name and Address	Date and Location	Amount
Lee Lacriollo Food 907-909 West Randolph Street Chicago, Illinois 60607	11/14/84 -- 5/14/85 907-909 West Randolph Street	\$400.00
Joseph Hovanec 4543 South Justine Street Chicago, Illinois 60609	4/30/85 -- 9/18/85 4543 South Justine Street	400.00
Horace Johnson 6649 South Carpenter Street Chicago, Illinois 60621	4/24/85 -- 8/8/85 6957-6959 South Wabash Avenue	359.02
Anil Mavalanker 3916 North Paulina Street Chicago, Illinois 60613	1/29/85 -- 11/20/85 3421 North Bell Avenue	400.00

; and

Be It Further Ordered, That the Commissioner of Water is authorized to decrease, the amount due by the amount set opposite the name of the claimant; on account of underground leaks and to charge same to Account No. 200.8220.935:

Name and Address	Location	Amount
W. Rogalewicz 4234 West Leclair Avenue Chicago, Illinois 60630	8/3/84 -- 12/11/85 1345 North Leavitt Street	\$358.98
Hilario Garcia	10/3/84 -- 12/7/84	114.72

Name and Address	Location	Amount
4747 South Hoyne Avenue Chicago, Illinois 60609]	4747 South Hoyne Avenue	
Odesy Johnson 4019 West Van Buren Street Chicago, Illinois 60624	2/25/85 -- 4/29/85 4019 West Van Buren Street	\$227.60
Bessie Kalina 3258 South Hoyne Avenue Chicago, Illinois 60608	2/1/85 -- 6/4/85 3258 South Hoyne Avenue	120.91
Estella Grove 1226 South Central Park Chicago, Illinois 60623	12/11/84 -- 4/16/85 1226 South Central Park	214.68
Homer O. Abington, Sr. 4500 South Indiana Avenue Chicago, Illinois 60653	5/28/85 -- 7/30/85 4500-4504 South Indiana Avenue	400.00
Martin Hoog 5411 West Montrose Avenue Chicago, Illinois 60641	3/6/85 -- 10/25/85 5411 West Montrose Avenue	400.00
Joseph Michelli 4414 South Talman Avenue Chicago, Illinois 60632	10/25/85 -- 12/17/85 1927 West Erie Street	198.15

SUNDRY CLAIMS AUTHORIZED FOR CONDOMINIUM
REFUSE REBATES.

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, July 29, 1986.

To the President and Membes of the City Council:

Your Committee on Claims and Liabilities to which were referred April 9, 1986 and subsequent, sundry claims for condominium refuse rebates, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,
(Signed) JOSEPH S. KOTLARZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

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 pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full as follows, and charged to Account No. 100.9112.939:

[List of claimants are printed on pages 32332
through 32334 of this Journal.]

Do Not Pass -- SUNDRY CLAIMS FOR VARIOUS REFUNDS,
VEHICULAR PROPERTY DAMAGE, PERSONAL
INJURY, ET CETERA.

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, July 29, 1986.

To the President and Members of the City Council:

Your Committee on Claims and Liabilities to which were referred on May 30, 1984 and May 15, 1985 and subsequent claims as follows:

May 1, 1984	The Peoples Gas Light and Coke Co. -- File 84-0-52
October 4, 1984	Abdul K. Mahdi
September 5, 1984	Daisey H. Harris
September 10, 1985	Rev. U. W. Hill
September 5, 1985	Allstate Ins. Co. and Walter Thomas -- Cl.252-033-7516

(Continued on page 32335)

CITY OF CHICAGO
COMMITTEE ON CLERKS AND LIABILITY
REFUSE PETITE COUNCIL ORDERS - PASSED

MEETING DATE 7/29/86

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
2912 CONDOMINIUM ASSOCIATION	26	SEMI-ANNUAL	975.00	BERNARD J. HANSEN	44
3018-20 NORTH SHERIDAN ROAD	9	SEMI-ANNUAL	337.50	BERNARD J. HANSEN	44
3110 N. SHERIDAN ROAD CONDO.	109	SEMI-ANNUAL	2,288.00	BERNARD J. HANSEN	44
3150 CONDOMINIUM	204	SEMI-ANNUAL	2,373.00	BERNARD J. HANSEN	44
3190 CONDOMINIUM ASSOCIATION	174	SEMI-ANNUAL	1,452.00	BERNARD J. HANSEN	44
320 GARDALE CONDOMINIUM	57	ANNUAL	4,275.00	BERNARD J. HANSEN	44
339 W. GERRY HOMEOWNERS ASSN.	68	ANNUAL	1,686.91	BERNARD J. HANSEN	44
3470 N. LAKE SHORE DRIVE CONDO	63	ANNUAL	2,520.00	BERNARD J. HANSEN	44
3900 LAKE SHORE DRIVE CONDO.	240	SEMI-ANNUAL	1,378.67	JEROME M. ORBACH	46
416 BRIAR CONDOMINIUM ASSN.	5	ANNUAL	375.00	BERNARD J. HANSEN	44
420 ALPINE CONDO. ASSN.	80	SEMI-ANNUAL	745.00	BERNARD J. HANSEN	44
425 WELLINGTON CONDOMINIUM	5	ANNUAL	375.00	BERNARD J. HANSEN	44
438-440 CURE CONDOMINIUM	45	ANNUAL	1,200.00	BERNARD J. HANSEN	44
432 WELLINGTON COOPERATIVE	24	SEMI-ANNUAL	900.00	BERNARD J. HANSEN	44
4939 SOUTH DORCHESTER CONDO.	30	ANNUAL	1,471.00	FRED B. ROTT	01
50 E. BELLEVUE CONDOMINIUM	141	ANNUAL	4,679.81	BURTON F. NATARUS	42
5000 MARBLE DRIVE CORPORATION	82	ANNUAL	2,658.19	MARION K. VOLINT	48
501 W. BELMONT CONDOMINIUM	19	ANNUAL	721.28	BERNARD J. HANSEN	44
5040 S. MARINE DRIVE CONDO.	203	SEMI-ANNUAL	3,545.50	MARION K. VOLINT	48
511 BELROSE CONDOMINIUM ASSN.	35	SEMI-ANNUAL	1,254.00	BERNARD J. HANSEN	44
5139-45 NORTH EAST RIVER ROAD	72	SEMI-ANNUAL	2,304.00	ROMAN PUCINSEI	41
520 W. ROSCOP CONDOMINIUM ASSN	6	ANNUAL	450.00	BERNARD J. HANSEN	44
5200 DORCHESTER CONDOMINIUM	34	ANNUAL	1,368.00	TIMOTHY C. EVANS	04
5350 BARRY CONDOMINIUM ASSN.	32	ANNUAL	2,400.00	BERNARD J. HANSEN	44
5453-55 N. BETHMORE CONDO. ASSN.	10	ANNUAL	398.00	MARION K. VOLINT	48
5547-49 S. DORCHESTER CONDO.	6	ANNUAL	450.00	LAWRENCE S. BLOOM	05
555 W. ALPINE CONDOMINIUM	30	ANNUAL	1,200.00	BERNARD J. HANSEN	44
5557-59 BLACKSTONE CONDOMINIUM	12	ANNUAL	750.00	LAWRENCE S. BLOOM	05
557-61 W. ROSCOE HOMEOWNERS	6	ANNUAL	450.00	BERNARD J. HANSEN	44
560 ROSCOE BUILDING CONDO. ASSN	4	SEMI-ANNUAL	225.00	BERNARD J. HANSEN	44
6-12 SOUTH COOPERATIVE APTS.,	14	SEMI-ANNUAL	480.00	BURTON F. NATARUS	42
606-08 ALPINE CONDOMINIUM	6	ANNUAL	450.00	BERNARD J. HANSEN	44
607-13 N. BELROSE CONDOMINIUM	12	ANNUAL	678.00	BERNARD J. HANSEN	44
609 WEST STRATFORD CONDOMINIUM	30	SEMI-ANNUAL	1,125.00	BERNARD J. HANSEN	44
6247-49 N. GLENWOOD CONDO. ASSN	6	SEMI-ANNUAL	200.00	MARION K. VOLINT	48
636 ROCKFORD CONDOMINIUM	7	ANNUAL	525.00	BERNARD J. HANSEN	44
6361 N. PAULINA CONDO ASSN.	8	SEMI-ANNUAL	230.00	BERNARD L. STONE	50
636 ROCKFORD CONDOMINIUM	6	ANNUAL	345.41	BERNARD J. HANSEN	44
6816 N. RIDGE CONDO ASSN.	10	SEMI-ANNUAL	375.00	BERNARD L. STONE	50
6853-55 N. OLIVER CONDO., INC	9	SEMI-ANNUAL	293.00	ROMAN PUCINSEI	41
7529 RIDGE BUILDING CORP.	6	SEMI-ANNUAL	132.00	BERNARD L. STONE	50
823-25 N. OSWEGO CONDOMINIUM	10	ANNUAL	636.00	BERNARD J. HANSEN	44
832 W. GARLAND CONDOMINIUM	32	ANNUAL	797.33	BERNARD J. HANSEN	44
839-35 ROCKFORD CONDO. ASSN.	8	SEMI-ANNUAL	300.00	BERNARD J. HANSEN	44
850-854 FOREST CONDOMINIUM	7	ANNUAL	525.00	MARION K. VOLINT	48

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REPORTS OF COMMITTEES

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CITY OF CHICAGO
COMMITTEE ON CLARKS AND LIABILITY
PETROLEUM COUNCIL ORDERS--PASSED

MEETING DATE 7/29/86

CONDOMINIUM/ COOPERATIVE NAME	NO. OF UNIT(S)	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
ARROW GARDENS CONDOMINIUM	14	ANNUAL	678.00	GERALD M. McLAUGHLIN	45
ARROYO TERRACE CONDO ASSN.	38	SEMI-ANNUAL	667.50	MARION K. VOLINI	48
BARON HAZEL CONDOMINIUM	35	SEMI-ANNUAL	163.00	ROMAN FUCINSKI	41
BELMONT COURT CONDO ASSN.	18	SEMI-ANNUAL	531.12	GERALD M. McLAUGHLIN	45
BONCLIFF HAZEL CONDOMINIUM	4	ANNUAL	450.00	JEROME M. ORBACH	46
BOZAKI TERRACE CONDO ASSN.	15	SEMI-ANNUAL	310.00	BERNARD L. STONE	50
BOULE SQUARE HOUSING COOP.	421	ANNUAL	27,266.99	THEODORE M. GARINSKI	32
NORTHWEST POINT CONDOMINIUMS	30	SEMI-ANNUAL	682.00	ROMAN FUCINSKI	41
BRADLEY COURT	17	SEMI-ANNUAL	323.50	WILLIAM J.P. BANKS	36
PARK HAZEL CONDOMINIUM	12	SEMI-ANNUAL	411.70	PATRICK J. O'CONNOR	40
PARK TOWER CONDO. ASSOCIATION	723	SEMI-ANNUAL	10,898.10	MARION K. VOLINI	48
PURCHASE VIEW CONDOMINIUM	34	ANNUAL	1,296.00	WILLIAM F. KRYSZYNIAK	23
SHEFFIELD HAZEL CONDOMINIUM	4	SEMI-ANNUAL	192.00	BERNARD J. HANSEN	44
SHELBOURNE COURTS CONDO. ASSN.	12	ANNUAL	476.25	WILLIAM F. KRYSZYNIAK	23
SHERIDAN-BRICK ROCKY CONDO.	17	ANNUAL	1,275.00	BERNARD J. HANSEN	44
SOUTH DORCHESTER CONDOMINIUM	6	ANNUAL	450.00	FRED B. ROTT	01
SOUTHMOLE CONDOMINIUM	10	ANNUAL	750.00	FRED B. ROTT	01
STATE TOWER CONDOMINIUM ASSN.	22	ANNUAL	1,344.50	BURTON F. NATARUS	42
THE OAK GROVE CONDOMINIUM ASSN.	10	ANNUAL	750.00	BERNARD J. HANSEN	44
THE SOFT CONDOMINIUM ASSOC.	42	SEMI-ANNUAL	1,020.00	BURTON F. NATARUS	42
THE WELLINGTON PLACE CONDO.	116	ANNUAL	2,400.00	BERNARD J. HANSEN	44
THE WOODLAWN CONDOMINIUM ASSN.	12	SEMI-ANNUAL	369.00	FRED B. ROTT	01
THE 100 BELLEVUE PLACE CONDO	171	SEMI-ANNUAL	2,772.00	BURTON F. NATARUS	42
THE 1115 SOUTH PLYMOUTH COURT	73	SEMI-ANNUAL	991.20	FRED B. ROTT	01
THE 1145 SOUTH PLYMOUTH COURT	75	SEMI-ANNUAL	991.20	FRED B. ROTT	01
THE 1167 SOUTH PLYMOUTH COURT	76	SEMI-ANNUAL	991.20	FRED B. ROTT	01
THE 2736 N. HARPER ST. CONDO.	16	ANNUAL	840.00	MARTIN J. OBERMAN	43
THURSTON EAST BLA CONDO ASSOC.	123	SEMI-ANNUAL	510.00	BURTON F. NATARUS	42
VICTORIAN LIVES CONDO. ASSN.	32	ANNUAL	1,340.00	BERNARD J. HANSEN	44
WATERLOO COURT CONDO. ASSN.	25	SEMI-ANNUAL	639.84	BERNARD J. HANSEN	44
WHELETON COURTS II CONDO.	4	ANNUAL	300.00	WILLIAM F. KRYSZYNIAK	23
WINCHESTER-HOOD GARDEN HOMES	92	SEMI-ANNUAL	734.00	BERNARD L. STONE	50
WINCHESTER-HOOD GARDEN HOMES	72	SEMI-ANNUAL	632.00	BERNARD L. STONE	50
WINSTON COURT CONDOMINIUM	23	ANNUAL	900.00	THOMAS C. EVANS	04
YELLOW FACE CONDOMINIUM ASSN.	7	ANNUAL	305.00	BERNARD J. HANSEN	44
1010 LAKE SHORE DRIVE CONDO.	123	SEMI-ANNUAL	1,338.71	BURTON F. NATARUS	42
1150 CONDOMINIUM ASSOCIATION	247	SEMI-ANNUAL	1,172.00	BURTON F. NATARUS	42
1200 CONDOMINIUM ASSOCIATION	54	SEMI-ANNUAL	695.00	BURTON F. NATARUS	42
1212 LAKE SHORE DRIVE CONDO.	180	ANNUAL	7,614.00	BURTON F. NATARUS	42
1248-54 W. THURSDAY CONDO.	10	ANNUAL	680.00	MARION K. VOLINI	48
1250-56 W. BERGDALE CONDOMINIUM	7	ANNUAL	525.00	MARION K. VOLINI	48
1427 W. EDGEWATER CONDO. ASSOC	4	SEMI-ANNUAL	225.00	MARION K. VOLINI	48
2077 CUBA CONDOMINIUM	12	SEMI-ANNUAL	285.40	EUGENE C. SCHULTZ	47
257 EAST DELAWARE CONDO.	20	SEMI-ANNUAL	335.00	BURTON F. NATARUS	42
2828 N. EVERETT CONDOMINIUM	20	ANNUAL	1,080.00	BERNARD J. HANSEN	44

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REGULATORY COUNCIL ORDERS--PASSED

MEETING DATE 7/29/86

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REGATE	***** SPONSOR *****	
ADAMS BLVD. CONDOMINIUM	27	SEMI-ANNUAL	480.00	JEROME M. ORDOCH	46
AMERSON CONDOMINIUM ASSOC.	8	SEMI-ANNUAL	180.00	WILLIAM F. KRYSZYNIK	23
ALPINE COURT CONDOMINIUM ASSN	27	ANNUAL	1,200.00	BERNARD J. HANSEN	44
ANDERSONVILLE CONDO ASSOC.	6	SEMI-ANNUAL	225.00	MARTIN K. VOLINI	48
ARISTON GARDENS CONDO ASSOC	7	SEMI-ANNUAL	337.50	BERNARD L. STONE	50
ARIELING CONDOMINIUM ASSN.	10	SEMI-ANNUAL	375.00	BERNARD J. HANSEN	44
CANBURY HILL CONDO ASSOC	43	SEMI-ANNUAL	852.00	ROMAN PUCINSKI	41
CARRY AVENUE HOMESHOUSES	12	SEMI-ANNUAL	450.00	BERNARD J. HANSEN	44
DEL-HARBOR CONDOMINIUMS	206	SEMI-ANNUAL	1,104.00	BERNARD J. HANSEN	44
BELLMORE APARTMENTS SOUTH, INC	18	SEMI-ANNUAL	378.00	BERNARD L. STONE	50
DELNOH CONDOMINIUM ASSN.	9	SEMI-ANNUAL	337.50	BERNARD J. HANSEN	44
DELNOH HARBOR 1 CONDOMINIUM	20	SEMI-ANNUAL	420.00	BERNARD J. HANSEN	44
DETROIT HOUSING COOPERATIVE	16	ANNUAL	936.00	DANNY K. DOVIS	29
BIRCH TREE HARBOR CONDO ASSOC	18	SEMI-ANNUAL	475.00	ROMAN PUCINSKI	41
BIRCH TREE HARBOR CONDOMINIUM	18	SEMI-ANNUAL	462.00	ROMAN PUCINSKI	41
BRIGHT PLACE CONDOMINIUM ASSN.	8	ANNUAL	160.00	MARTIN J. OBERMAN	43
BREXTER CONDOMINIUM ASSN.	21	ANNUAL	3,060.00	BERNARD J. HANSEN	44
BROOKTON CONDOMINIUM ASSN.	41	SEMI-ANNUAL	1,056.00	JEROME M. ORDOCH	46
CLAREMONT COURT CONDO ASSOC	7	SEMI-ANNUAL	262.50	BERNARD L. STONE	50
CLEVELAND/ASSETAGE CONDO ASSN.	13	ANNUAL	838.05	MARTIN J. OBERMAN	43
COLUMBIA HOMEOWNERS ASSOC.	6	SEMI-ANNUAL	225.00	DAVID D. ORF	49
COMMONWEALTH TOWER	24	ANNUAL	1,440.00	BERNARD J. HANSEN	44
COURT JESUS CONDOMINIUM	14	ANNUAL	672.00	WILLIAM JF BANKS	36
CRESTWOOD TERRACE CONDO ASSOC.	24	SEMI-ANNUAL	492.00	ROMAN PUCINSKI	41
FAIRBANKS CONDOMINIUM ASSN.	27	ANNUAL	2,025.00	BERNARD J. HANSEN	44
FIRESIDE CONDOMINIUM ASSN.	16	ANNUAL	732.00	BERNARD J. HANSEN	44
FOUNTAIN PLACE CONDO ASSOC.	11	SEMI-ANNUAL	412.50	ROMAN PUCINSKI	41
FRIENDLY VILLAGE #1 CONDO.	18	ANNUAL	720.00	ROMAN PUCINSKI	41
GASLIGHT VILLAGE CONDO ASSN.	81	SEMI-ANNUAL	2,310.00	BERNARD J. HANSEN	44
HARBOR WEST CONDOMINIUM ASSN.	6	SEMI-ANNUAL	225.00	BERNARD J. HANSEN	44
HEATHER GARD CONDOMINIUM ASSN.	30	ANNUAL	1,008.00	BERNARD J. HANSEN	44
HUGHES TERRACE CONDO ASSN.	8	SEMI-ANNUAL	300.00	ROMAN PUCINSKI	41
HIGH RIDGE CONDOMINIUM ASSN.	19	SEMI-ANNUAL	735.00	BERNARD L. STONE	50
HOMES IN THE PARK CONDOMINIUMS	13	SEMI-ANNUAL	435.00	BERNARD L. STONE	50
HUDSON CONDO ASSOCIATION	7	SEMI-ANNUAL	262.50	BERNARD J. HANSEN	44
INDUSTRIAL CONDO BLDG, #1	54	SEMI-ANNUAL	1,593.25	ROMAN PUCINSKI	41
KENNEDY TOWNHOUSE CONDOMINIUM	6	ANNUAL	180.81	BERNARD J. HANSEN	44
KENWOOD GREEN CONDOMINIUM	21	ANNUAL	1,036.00	LAWRENCE S BLOOM	05
KERRY COURTS CONDOMINIUM ASSN.	9	ANNUAL	3.00	GERALD M. McLAUGHLIN	45
KIRKWOOD OF UNIVERSITY CONDO.	6	ANNUAL	450.00	LAWRENCE S BLOOM	05
KING'S COURT CONDO. ASSN.	26	SEMI-ANNUAL	400.00	BERNARD J. HANSEN	44
KINGS COURT CONDOMINIUM ASSN.	18	ANNUAL	676.00	GERALD M. McLAUGHLIN	45
LA CASA CONDOMINIUM ASSN.	6	SEMI-ANNUAL	225.00	DAVID D. ORF	49
LAWRENCE PLACE CONDO ASSOC	24	SEMI-ANNUAL	540.00	ROMAN PUCINSKI	41
LURE COURT CONDOMINIUM ASSN.	12	ANNUAL	1,772.00	DAVID D. ORF	49

(Continued from page 32331)

October 4, 1985	Evelyn V. Peterson
November 1, 1985	Allstate Ins. Co. and Mary Styles -- Cl.270-9762-731 VIB
December 3, 1985	Melvin Holmes
June 26, 1985	Standard Mutual Ins. Co. and Thomas Abrams -- Cl.404767
October 9, 1985	Raymond G. Stahl
December 7, 1985	Juanita Pruitt
November 7, 1985	Mark M. Kuranishi
August 6, 1986	Maryland Cas. Co. and Mark Maloney -- Cl.562-A- 811232
March 28, 1986	State Farm Ins. Co. and Valarie Harris -- Cl.13-2185- 941
May 16, 1985	State Farm Ins. Co. and James Hood -- Cl.13-2197-965
April 30, 1985	State Farm Ins. Co. and Cecelia Sanka -- Cl.13-8578-752 SUB
October 9, 1985	Travelers Ins. Co. and Carolyn Daniels -- Cl.028-AD- G579011
January 29, 1986	Elbert W. Willis
January 24, 1986	Paulette Jobe
January 3, 1986	Allstate Ins. Co. and Henry Lee -- Cl.123-9861-120
February 20, 1986	Camille Peterson
March 14, 1986	Marion Ann Ryan
February 18, 1986	St. Paul Ins. Co. and Ann Klosowic -- Policy 912-tc- 4393- 12A300
March 17, 1986	Wisconsin General Cartage
February 14, 1986	Allstate Ins. Co. and James and A. McKenzie -- Cl.270- 9824069 FST
March 17, 1986	Pearlean Brown
January 10, 1985	Michael J. Cronkite
February 24, 1986	Lemon Cunningham
March 8, 1986	Georgia E. Griffin
January 31, 1986	Joseph V. Levigne
February 13, 1985	State Farm Ins. Co. and Barney and Joann Davis -- Cl.13-H304-277
March 5, 1986	Joyce A. Deloney
November 15, 1984	Ted Pudlo
April 7, 1986	Irma J. Moore
March 22, 1986	John Petrovich
December 3, 1986	Melvin Holmes
February 14, 1986	Allstate Ins. Co. and James McKenzie -- Cl.270-9824 -069

January 25, 1986	Allstate Ins. Co. and Francis Diaz -- Cl.123-9883-322
November 18, 1985	Allstate Ins. Co. and Hymen Polonsky -- Cl.123-9830-943
November 6, 1985	Allstate Ins. Co. and Judith Greenfield -- Cl.270-9764 -547
June 16, 1985	Ahmed Jawed Khan
August 2, 1985	Allstate Ins. Co. and Peraline Baskin -- Cl.252-0323- 722 KTJ
February 28, 1986	Elizabeth Garza
February 28, 1986	Angela M. Harris
December 17, 1985	Fariners Ins. Group and Jacquely Peres -- Cl.16-43-5111
December 8, 1983	State Farm Ins. Co. and Santa Negrete -- Cl.13-8492-333
August 15, 1985	State Farm Ins. Co. and Edward O'Connell -- Cl.13-2201 -251
April 15, 1986	Alex Vickas
April 4, 1986	David A. Weiss
January 31, 1986	Peoples Gas Light and Coke Co. -- File 86-0-44
December 28, 1984	Debora Hollins
January 3, 1986	Allstate Ins. Co. and Henry Lee -- Cl.123-9861-120-FSB
August 1, 1983	USF&G Ins. Co. and Arnetta West -- Cl.1200APD- 020326-02-9
February 11, 1986	Zurich American Ins. and Felician Sisters Convent Cl.12412217
January 23, 1986	Home Ins. Co. and Peggy Frances -- Cl.311-A-102605- 154
October 25, 1985	American Family Ins. Co. and Henry Irvin -- Cl.671- 072914
March 7, 1986	Clinton Roberts
May 14, 1986	Arlette Sherley
May 9, 1986	David Rosenstein
January 16, 1986	Liberty Mutual Ins. Co. and Janet Baird -- Cl.AL-404- 016193-99
November 4, 1985	Montgomery Ward Ins. Co. and Rose Marie Mikolajczyk Cl.138279 11-4-85
March 29, 1985	The Peoples Gas Light and Coke Co. -- File 85-0-49
March 12, 1985	The Peoples Gas Light and Coke Co. -- File 85-0-54
May 23, 1985	Thelonia Williams
January 10, 1986	McDaniel Iron Works
March 31, 1985	Percy Clark
February 20, 1985	Dana A. Bryant
September 13, 1985	Alicia Cotton
August 30, 1985	Allstate Inc. Co. and Elaine Anderson -- Cl.1838896857

October 7, 1985	Kemper Group and Joseph Lima -- Cl. 050-Mendez-10785
September 18, 1985	Montgomery Ward Ins. Co. and Nora Cullen Cl.APO197960
December 15, 1984	Scott G. Wood
July 6, 1985	Yukiko S. Fabian
November 22, 1985	The Peoples Gas Light and Coke Co. -- File 86-0-5
January 29, 1986	C M C Rent-A-Car
January 1, 1986	Dy-Dee Wash, Inc.
January 1, 1986	V.H.M.I., Inc.
June 15, 1985	John Wright
May 5, 1983	Julio Velasco
March 3, 1986	Travis Marks
December 14, 1985	Jose L. Johnson
February 17, 1986	Nadia M. Blacsonieri
December 24, 1985	Travis Marks
October 6, 1985	Allstate Ins. Co. and Johannes Bachmann Cl.1239790915-HH6
April 28, 1985	Eschelbach Leaf Ind., Inc., d/b/a Rainbow's End, Ltd.
February 16, 1986	Christopher J. Virva
January 5, 1986	Allstate Ins. Co. and Ray and Hilda Jones Cl. 1838940952
February 28, 1986	Robert W. Guetter
February 26, 1986	Melvyn Lindner
October 23, 1985	Helen L. Jacoby
February 20, 1986	Allstate Ins. Co. and Craig Carmany -- Cl.1239890855- FSR
October 18, 1985	Allstate Co. and Ann Christmas -- Cl.2520358702
March 17, 1986	Nelson E. Rivera
June 14, 1985	Nicholas McManamon
February 15, 1986	Eddie C. Conley
January 8, 1986	Economy Preferred Ins. and James and Sadie Lindemulder -- Cl.FFL169886
November 24, 1985	Fulton Street Mgmt. Co. and Raymond J. Dempsey
February 18, 1986	Bernice H. Ziemba
February 18, 1986	Harold Lilja
February 18, 1986	Leopold J. Rottau
February 19, 1986	Chris and Emma Dubs
February 18, 1986	James J. Mancuso
February 18, 1986	Timothy O'Hehir
February 19, 1986	Stella Krzyzanowski
February 20, 1986	Allstate Ins. Co. and Craig Carmany -- Cl.1239890855- FSR

February 28, 1986	Sharon L. Benjamin
December 12, 1985	Economy Service, Inc.
July 19, 1985	Allstate Ins. Co. and Willie and Lucille Hight Cl.2709690411 VIB
December 28, 1984	Underwriters Adjusting Co. and Helen Lamdan -- File 7V9903
September 18, 1985	Montgomery Ward Ins. and Nora L. Cullen Cl.APO197960
March 10, 1986	Cora Lee Ray
February 18, 1986	Jule Cardiff
October 10, 1985	Economy Fire and Cas. Co. and Cleveland Taylor Cl.F2907638
December 3, 1985	James R. Cella
February 17, 1986	Illinois Farmers Ins. and Linda L. Phelan Cl.22105949017

having had the same under advisement begs leave to report and recommend that Your Honorable Body do not pass said claims for payment.

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

Respectfully submitted,
(Signed) JOSEPH S. KOTLARZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

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

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

**COMMITTEE ON CULTURAL DEVELOPMENT AND
HISTORICAL LANDMARK PRESERVATION.**

SUBMISSION OF FINAL APPLICATIONS FOR FUNDING
UNDER HISTORIC PRESERVATION
GRANT-IN-AID PROGRAM.

The Committee on Cultural Development and Historical Landmark Preservation submitted the following report:

CHICAGO, July 28, 1986.

To the President and Members of the City Council:

Reporting for your Committee on Cultural Development and Historical Landmark Preservation, which held a meeting on July 28, 1986, for consideration of the following matter:

1. Two proposed resolutions transmitted with a communication signed by Mayor Harold Washington, under date of June 25, 1986, authorizing the Commission on Chicago Historical and Architectural Landmarks to submit a final application for Historic Preservation Grant-in-Aid for the sums of Fifty-two Thousand Forty-five Dollars (\$52,045.00) and Fourteen Thousand Three Hundred Fifty-five Dollars (\$14,355.00),

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolutions transmitted herewith.

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

Respectfully submitted,
(Signed) GERALD M. MC LAUGHLIN,
Chairman.

On motion of Alderman McLaughlin, each of the said proposed resolutions transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following are said resolutions as adopted (the italic heading in each case not being a part of the resolution):

Chicago Historic Resources Survey.

(\$52,045.00).

WHEREAS, The Commission on Chicago Historical and Architectural Landmarks (hereinafter "Commission") in 1983 initiated its Chicago Historic Resources Survey, a comprehensive survey of the City to identify and document historic buildings and areas throughout the City of Chicago; and

WHEREAS, The survey has been proceeding efficiently and successfully for the past forty months and approximately twenty-five percent of the City has been surveyed to date; and

WHEREAS, The Commission has received many expressions of interest from neighborhood and community groups anxious to have their areas surveyed; and

WHEREAS, In order to effectively and promptly respond to these requests, the Commission in 1985 increased the survey effort; and

WHEREAS, The Illinois Department of Conservation and the State Historic Preservation Officer for the State of Illinois, in anticipation of the City of Chicago obtaining Certified Local Government status under the 1980 Amendments to the National Historic Preservation Act of 1966 and thereby becoming eligible to receive a portion of the State's annual federal preservation allocation, have awarded the Commission an Historic Preservation Grant-In-Aid in the amount of Fifty-two Thousand Forty-five Dollars (\$52,045.00) to increase its survey effort during the project period of March 1, 1985 through November 30, 1985; and

WHEREAS, The Historic Preservation Grant-In-Aid has to be matched by a local contribution of thirty percent of the total project cost; and

WHEREAS, The Commission has received Thirty-five Thousand Dollars (\$35,000.00) in Year XI Community Development Block Grant funds to match the grant; and

WHEREAS, It is provided in the regulations of the Historic Preservation Grant-In-Aid Program that the City shall provide certain assurances to the State that it will comply with all federal regulations, policies, guidelines and requirements of the program; and

WHEREAS, The City Council is cognizant of these conditions and desirous of complying therewith; now, therefore,

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

SECTION 1. The Commission on Chicago Historical and Architectural Landmarks is hereby authorized to submit an application for Historic Preservation Grant-In-Aid funds in the sum of Fifty-two Thousand Forty-five Dollars (\$52,045.00).

SECTION 2. The Commission on Chicago Historical and Architectural Landmarks is further authorized to act in connection with this application, to give what assurances are necessary, and to provide such additional information as is required.

SECTION 3. This resolution shall be effective upon its passage.

Chicago Historic Resources Survey.

(\$14,355.00).

WHEREAS, The Commission on Chicago Historical and Architectural Landmarks (hereinafter "Commission") has been proceeding efficiently and successfully with its Chicago Historic Resources Survey which was initiated in 1983 for the purpose of identifying and documenting historic buildings and areas throughout the City of Chicago; and

WHEREAS, In 1985 the City of Chicago obtained Certified Local Government Status under the 1980 Amendments to the National Historic Preservation Act of 1966 thereby becoming eligible to receive a portion of the State's annual federal preservation allocation; and

WHEREAS, The Chicago Historic Resources Survey is a preservation activity eligible to receive part of the State preservation allocation in the form of an Historic Preservation Grant-in-Aid; and

WHEREAS, The Illinois Historic Preservation Agency has notified the Commission on Chicago Historical and Architectural Landmarks that it will award the Commission an Historic Preservation Grant-in-Aid in the amount of \$14,355.00 for the project period January 1, 1986 through February 28, 1986; and

WHEREAS, The Historic Preservation Grant-in-Aid has to be matched by a local contribution of thirty percent of the total project cost; and

WHEREAS, The Commission has expended \$16,430.00 in both Corporate Fund and Year XI Community Development funds on the survey during this project period, thus meeting more than the thirty percent match requirement; and

WHEREAS, It is provided in the regulations of the grant program that the City shall provide certain assurances to the State that it will comply with the federal regulations, policies, guidelines, and requirements of the program; and

WHEREAS, The City Council of Chicago is cognizant of these conditions and desirous of complying therewith; now, therefore,

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

SECTION 1. The Commission on Chicago Historical and Architectural Landmarks is hereby authorized to submit a final application for an Historic Preservation Grant-in-Aid in the sum of Fourteen Thousand Three Hundred Fifty-five Dollars (\$14,355.00).

SECTION 2. The Commission on Chicago Historical and Architectural Landmarks is further authorized to act in connection with this application, to give what assurances are necessary, and to provide such additional information as is required.

SECTION 3. This resolution shall be effective upon its passage.

COMMITTEE ON ECONOMIC DEVELOPMENT.

AUTHORITY GRANTED FOR INSTALLATION OF BUSINESS AREA SIGNAGE AND IMPROVEMENTS BY NORTH HALSTED STREET MERCHANTS ASSOCIATION ON PORTION OF NORTH HALSTED STREET.

The Committee on Economic Development submitted the following report:

CHICAGO, July 29, 1986.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance introduced by Ald. Bernard J. Hansen (44th) and Ald. Jerome M. Orbach (46th) on June 6, 1986, providing authorization of the installation of business area signage and improvements by the North Halsted Street Merchants Association, begs leave to recommend that Your Honorable Body *Pass* said ordinance which is transmitted herewith.

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

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Economic Development has approved business signage program participation within the City of Chicago for the installation of improvements in the public way, 75% of the cost to be financed through Federal Community Development Block Grant Funds; and

WHEREAS, The North Halsted Street Merchants Association will be responsible for providing the other 25% of the cost and for any maintenance, replacement, and liability relative to said improvements; now, therefore,

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

SECTION 1. That four seasonal sets of 30 inches x 72 inches cloth banners will be installed in the public way on every other City utility pole on both sides of Halsted from Grace to Barry.

SECTION 2. That two 30 inches x 72 inches aluminum signs shall be installed on utility poles, one on the northwest corner of Halsted and Grace and one on the southeast corner of Halsted and Barry.

SECTION 3. That the maintenance of these improvements will be the responsibility of the North Halsted Street Merchants Association.

SECTION 4. That the North Halsted Street Merchants Association will provide adequate liability insurance coverage to hold the City of Chicago harmless relative to said improvements at the above mentioned locations.

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

AUTHORITY GRANTED FOR REAL ESTATE TAX INCENTIVES
FOR PROPERTY LOCATED AT 1300-1320 WEST
FULTON STREET PURSUANT TO COOK
COUNTY REAL PROPERTY
CLASSIFICATION
ORDINANCE.

The Committee on Economic Development submitted the following report:

CHICAGO, July 29, 1986.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a resolution submitted by Alderman Danny K. Davis (on behalf of Alderman Wallace Davis, Jr.) authorizing real estate tax incentives to the real estate located at 1300-1320 West Fulton Street pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said resolution which is transmitted herewith.

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

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance as of October 2, 1984, to provide certain real estate tax incentives to property owners who rehabilitate and occupy property which is located in an Enterprise Zone, said classification being known as Class 6 (b) of said Cook County Ordinance; and

WHEREAS, The City of Chicago, consistent with the intent of the Cook County Real Property Classification Ordinance, wishes to induce industry to locate, expand, and re-occupy existing facilities in the City by offering incentives in the form of property tax relief; and

WHEREAS, C.F.I. Enterprises, Inc., an Illinois corporation, acquired the industrial property having the common street address of 1300-22 West Fulton Street in the City of Chicago, said address also being within an Enterprise Zone; and

WHEREAS, Through its rehabilitation of the said real estate, C.F.I. Enterprises, Inc., is adding substantial value to said real estate; and

WHEREAS, Said property is being occupied for manufacturing purposes; and

WHEREAS, The acquisition of the property by C.F.I. Enterprises, Inc., and the use of property for manufacturing and industry is in the best interests of the health, safety, and welfare of the people of the City of Chicago; and

WHEREAS, The City of Chicago hereby finds that the property qualifies for the property tax incentives of Class 6(b) of the Cook County Real Property Classification Ordinance; now, therefore,

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

SECTION 1. Real Estate Tax Incentive. Pursuant to the Cook County Real Property Classification Ordinance, the City of Chicago hereby approves of the classification of the property as Class 6 (b) property under the Cook County Real Property Classification Ordinance.

SECTION 2. Subject Property. The incentive shall apply to the property identified in the 1985 Cook County Collector's Warrant Book as Volume 590, Permanent Real Estate Index Number 17-08-313-0000.

SECTION 3. Further Action. The Clerk of the City of Chicago is authorized to and shall send a copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, 118 North Clark Street, Chicago, Illinois 60602, Attention: Leonard Amari and William Cowhey; and

Be It Further Resolved, That this resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

COMMITTEE ON EDUCATION.

APPOINTMENT OF MS. WINIFRED SLUSSER AS MEMBER OF CHICAGO BOARD OF EDUCATION APPROVED.

The Committee on Education submitted the following report:

CHICAGO, July 10, 1986.

To the President and Members of the City Council:

Your Committee on Education, having had under consideration a communication signed by the Honorable Harold Washington, Mayor, under the date of May 9, 1986, (which was referred on May 9, 1986) appointing Winifred Slusser as a member of the Board of Education, for a term ending April 20, 1991, begs leave to recommend that Your Honorable Body do *Pass* the said communication, which is transmitted herewith.

This recommendation was concurred in by unanimous vote of the committee.

Respectfully submitted,
(Signed) PATRICK J. O'CONNOR,
Chairman.

On motion of Alderman O'Connor, the committee's recommendation was *Concurred In* and said appointment of Ms. Winifred Slusser as a member of the Board of Education was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Nays -- None.

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

APPOINTMENT OF MS. LINDA CORONADO AS
MEMBER OF CHICAGO BOARD OF
EDUCATION APPROVED.

The Committee on Education submitted the following report:

CHICAGO, July 10, 1986.

To the President and Members of the City Council:

Your Committee on Education, having had under consideration a communication signed by the Honorable Harold Washington, Mayor, under the date of May 9, 1986, (which was referred on May 9, 1986) appointing Linda Coronado as a member of the Board of Education, for a term ending April 30, 1991, begs leave to recommend that Your Honorable Body do *Pass* the said communication, which is transmitted herewith.

This recommendation was concurred in by unanimous vote of the committee.

Respectfully submitted,
(Signed) PATRICK J. O'CONNOR,
Chairman.

On motion of Alderman O'Connor, the committee's recommendation was *Concurred In* and said appointment of Ms. Linda Coronado as a member of the Board of Education was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schullter, Volini, Orr, Stone -- 49.

Nays -- None.

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

APPOINTMENT OF MS. FRANCIS DAVIS AS
MEMBER OF CHICAGO BOARD OF
EDUCATION APPROVED.

The Committee on Education submitted the following report:

CHICAGO, July 10, 1986.

To the President and Members of the City Council:

Your Committee on Education, having had under consideration a communication signed by the Honorable Harold Washington, Mayor, under the date of May 9, 1986 (which was referred on May 9, 1986), appointing Francis Davis as a member of the Board of Education, for a term ending April 30, 1991, begs leave to recommend that Your Honorable Body do *Pass* the said communication, which is transmitted herewith.

This recommendation was concurred in by unanimous vote of the committee.

Respectfully submitted,
(Signed) PATRICK J. O'CONNOR,
Chairman.

On motion of Alderman O'Connor, the committee's recommendation was *Concurred In* and said appointment of Ms. Francis Davis as a member of the Board of Education was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schullter, Volini, Orr, Stone -- 49.

Nays -- None.

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

COMMITTEE ON LEASES.

CITY COMPTROLLER AUTHORIZED TO EXECUTE LEASE
AGREEMENT WITH LAKESIDE GROUP,
INCORPORATED FOR PROPERTY
LOCATED AT NAVY PIER.

The Committee on Leases submitted a report recommending that the City Council pass a proposed ordinance, transmitted therewith, authorizing the City Comptroller to execute a lease agreement with Lakeside Group, Inc., d/b/a Chicago Wooden Boat Show and Chicago International Sailboat Show for property located at Navy Pier.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

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 a lease on behalf of the City of Chicago, a municipal corporation, as Lessor, with the Lakeside Group, Incorporated d/b/a Chicago International Wooden Boat Show and Chicago International Sailboat Show, as Lessee, for the South Dock area, between Clipper Ship and East Gate, Midway Parking and Water Area South of South Dock located on Navy Pier, to be used solely for the purpose of staging a Chicago International Sailboat Show; such lease to be approved by the Commissioner of the Department of Public Works and the Commissioner of Economic Development and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

Lease Agreement for Navy Pier.

This Lease Agreement is made and entered into as of the ____ day of _____, 19____, by and between the City of Chicago, a municipal corporation, (hereinafter referred to as "Lessor") and Lakeside Group, Inc., D/B/A Chicago International Wooden Boat Show and Chicago International Sailboat Show _____, (hereinafter referred to as "Lessee").

Witnesseth:

That Lessor, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of the Lessee, does hereby grant to Lessee for its sole and exclusive use, the privileges hereinafter described on premises at Navy Pier, such premises to be specifically defined in Part 2, attached hereto and incorporated by reference, Foot of Grand Avenue, Chicago, Illinois (hereinafter referred to as "Pier").

This Agreement shall consist of two parts:

Part 1 - General Conditions

Part 2 - Special conditions numbered 1 to 5, including but not limited to, rental terms, fees, charges and insurance requirements, all of which are hereby incorporated herein and shall be binding on both parties.

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.

The following express stipulations and conditions are made a part of this Lease and are hereby assented to by the Lessee:

Part 1 - General Conditions.

Article I.

This Agreement is subject and subordinate to any existing or future Federal/State Statute or any existing or future lease or agreement between Lessor 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.

Lessor reserves the right 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 Lessee and without interference or hindrance by the Lessee.

Article II.

Lessee shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this lease agreement or any rights and privileges created hereby, or any interest in any portion of the same and shall not permit any other person or persons, company or corporation to use or occupy the premises or any part thereof without the prior written consent of the Lessor.

In the event any right or privilege hereunder is granted to more than one individual or other legal entity (or any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Lessee shall be the joint and several obligation of each such individual or other legal entity.

Article III.

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 partners or joint venturers between the Lessor and Lessee, or as constituting the Lessee or any officer, owner, employee or agent of Lessee as agent, representative or employee of the Lessor for any purpose or in any manner whatsoever.

Article IV.

Lessee has examined the premises prior to, and as a condition precedent to the execution of this lease agreement, and is satisfied with the physical condition of the premises and the suitability of the premises for Lessee's intended use and accepts the premises in the condition they are in at the beginning of this lease. Lessee further acknowledges that Lessor has made no representations regarding the condition of the premises and, to the extent permitted by law, expressly waives any rights or claims against Lessor for any loss, cost, damage or expense arising out of the condition of the premises or their suitability for Lessee's intended use. Lessee agrees to pay to Lessor immediately upon demand, the sum or sums necessary to correct or repair any damage to the premises or any part thereof, or any damage to any building or any part thereof, caused by any act or neglect of Lessee, or of any person or persons in the employ or under the control of the Lessee, or any agents, guests or invitees of lessee.

Lessee, at its own expense, shall keep the premises in a safe, sanitary and sightly condition and good repair, and shall restore and yield the premises back to Lessor upon the termination of this agreement in good condition and repair, ordinary wear and tear excepted.

Article V.

Lessee 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 prior consent in writing in each instance of the Commissioner of Public Works (hereinafter called "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures, whether structural or non-structural. In connection with any request to alter the premises, Commissioner may require submission of proposed designs, floor plans, construction plans, specifications, bonds, assurances and contract

documents therefor and if approved may require that such alterations incorporate all or part of any such alterations within this agreement as attachments thereto.

Article VI.

Lessee agrees to occupy the premises in a safe and careful manner and in compliance with all laws, ordinances, rules, regulations and orders of any governmental bodies and all agencies thereof having jurisdiction over the premises, and Lessee shall observe and comply with all regulations which may be applicable to its operation or to the operations, management, maintenance or administration of the Pier, now in effect or hereafter promulgated.

Article VII.

Except for claims arising out of the acts caused by the affirmative negligence of the Lessor or its representatives.

Lessee hereby agrees that it will, at all times, and at its own expense, indemnify, hold harmless from and defend the City of Chicago and the Public Building Commission, its officers, agents, agencies, departments and employees against any and all claims, suits, costs, including reasonable attorney's fees, and damages, both real and alleged, for injury to persons or property, and arising out of or in connection with the use or misuse of said premises. Lessee agrees to provide prepaid policies of insurance generally known as comprehensive public liability insurance, workmen's compensation for any and all employees of the Lessee and property damage insurance in amounts satisfactory to the Lessor. The insurance coverage shall be and remain in effect, during the entire term of the lease. All policies shall be taken with insurance companies authorized to do business in the State of Illinois and approved by the Comptroller of the City of Chicago. In addition, Lessee agrees to include the Lessor and the Public Building Commission of the City of Chicago as additional insureds on any and all insurance policies and to deliver to Lessor duplicate policies or certificates evidencing compliance herewith or evidence of payment of premium, upon execution of this Lease.

In any event, Lessee shall not exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Lessee is in full force and effect.

Article VIII.

In the event the premises shall be destroyed or so damaged or injured by fire or other casualty either prior to or during the life of this agreement, whereby the premises shall be rendered untenable, then the Lessor shall have the right to repair or rebuild the premises, but shall not be obligated to do so. If the premises are not rendered tenable by Lessor, then this lease shall be deemed cancelled without liability on the part of Lessor, and any security deposit paid by Lessee shall be returned to him. Any cancellation shall be evidenced in writing.

Article IX.

Lessor hereby grants to Lessee the right of access and ingress to and egress from the premises by Lessee 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 Lessor or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Pier and the public.

Article X.

Lessee shall keep the leased premises free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for Lessee, and agrees to bond against or discharge any mechanic's or materialmen's lien within ten (10) days after written request therefor by Lessor.

Article XI.

Lessee hereby agrees that, to the extent permitted by law, Lessor shall not be liable for injury to Lessee's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Lessee, Lessee's employees, invitees, customers, or any other person in or about the premises, nor shall Lessor be liable for injury to the person of Lessee, Lessee's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the premises or upon other portions of the building of which the premises are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means or repairing the same is inaccessible to Lessee. Lessor shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the premises is located.

Article XII.

Lessee shall be solely responsible for and promptly pay all charges for water, gas, heat, electricity, sewer and any other utilities used upon or furnished to the leased premises. Lessor will in no event be liable for any interruption or failure of utility services on the premises.

Article XIII.

To secure the faithful performance by Lessee of the covenants, conditions and agreements set forth in this lease to be performed by it, Lessee shall deposit the sum of \$500.00 with Lessor upon reserving the premises for a date certain. Said deposit will be non-refundable unless Lessor terminates this lease prior to the planned event. The deposit shall be applied to and be used as payment toward the total amount due.

Article XIV.

All of the terms and provisions of this Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Article XV.

It is understood and agreed between the parties hereto that time is of the essence of the Lease and this applies to all terms and conditions contained herein.

Article XVI.

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 XVII.

The unenforceability, invalidity, or illegality of any provision of this Lease Agreement shall not render the other provisions unenforceable, invalid or illegal.

Article XVIII.

The rights of the Lessor hereunder shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

Article XIX.

Lessor may enter the premises at any time upon reasonable notice to the Lessee and so long as the same does not unduly interfere with the Lessee's conduct of its regular business. In the event of an emergency, Lessor shall not be required to give Lessee notice prior to entering the premises.

Article XX.

The prompt payment of the rent for said premises upon the dates named, and the faithful observance of the rules and regulations printed upon this lease, and which are hereby made a part of this covenant, and of such other and further rules or regulations as may be hereafter made by the Lessor, are the conditions upon which the lease is made and accepted and any failure on the part of the Lessee to comply with the terms of said lease, or any of said rules and regulations now in existence, or which may be hereafter prescribed by the Lessor, shall at the option of the Lessor, work a forfeiture of this lease, and all of the rights of the Lessee hereunder, and thereupon the Lessor, his agents or attorneys, shall have the right to enter said premises, and remove all persons therefrom forcibly or otherwise, and the Lessee thereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession of said premises, and expressly agrees that in the event of a violation of any of the terms of this lease, or of said rules and regulations, now in existence, or which may hereafter be made, said Lessor, his agents or attorneys, may immediately re-enter said premises and dispossess Lessee without legal notice or the institution of any legal proceedings.

whatsoever. All rights and remedies of Lessor herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

Article XXI.

Lessee, in performing under this Lease 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 physical or mental handicap, nor otherwise commit an unfair employment practice. Lessee 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 physical or mental handicap. Lessee 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 Lease Agreement.

The breach of any of the above nondiscrimination covenants, shall constitute cause for the City of Chicago to terminate this Lease Agreement.

Article XXII.

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

Article XXIII.

Notice to Lessor provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and notices to Lessee provided for herein may be sent by first class mail, postage prepaid, addressed to Lessee at Lakeside Group, Inc., d/b/a Chicago International Wooden Boat Show and Chicago International Sailboat Show, 600 North McClurg Court, Suite 1302A, Chicago, Illinois 60611.

Article XXIV.

No helium balloons permitted on subject premises.

Article XXV.

The obligations of Lessee contained in Articles IV and VII shall survive the expiration or sooner termination of this Lease.

Part II -- Special Conditions.

1. Premises

Lessor does hereby grant to Lessee the following area of Navy Pier:

South Dock
Midway
Water Area Directly South of South Dock

2. Purpose

A. South Dock

Lessee shall use the premises (91,860 square feet) for the purpose of hosting the Chicago International Wooden Boat Show and the Chicago International Sailboat Show sponsored by the Lakeside Group.

B. Midway

Lessee shall use the premises for the purpose of cab drop-off, shuttle bus drop-off, pedestrian traffic, and exhibitor parking.

C. Water Area

Lessee shall use the water area (1,270 linear feet) east of Clipper Ship and south of the South Dock for the purpose of docking and exhibiting boats for the Chicago International Wooden Boat and Sailboat Shows.

3. Term

The term of this Agreement shall begin on the 31st day of July, 1986 at 8:00 A.M. and shall terminate on the 20th day of August, 1986 at 4:00 P.M.

A. Set-Up Time

Lessee shall be allowed to use the demised premises for set-up beginning on the 31st day of July, 1986 at 8:00 A.M. and such set-up time shall terminate on the 6th day of August, 1986 at 5:29 P.M.

B. Wooden Boat Show

The Wooden Boat Show shall begin on the 6th day of August, 1986 at 5:30 P.M. and shall terminate on the 10th day of August, 1986 at 6:00 P.M.

August 6

Opening Night Benefit
5:30 P.M. - 10:00 P.M.
Chicago Maritime Society

August 7-8

12:00 Noon - 9:00 P.M.

August 9	12:00 Noon - 11:30 P.M.
August 10	12:00 Noon - 6:00 P.M.
August 10	C.I.W.B.F. closes/C.I.W.B.F. Exhibitors Breakdown

During this time only will lessee be allowed use of the Midway for cab drop-off, shuttle bus drop-off, pedestrian traffic and exhibitor parking.

C. Sailboat Show

The Sailboat Show shall begin on the 13th day of August, 1986 at 5:30 P.M. and shall terminate on the 17th day of August, at 6:00 P.M., 1986.

August 13	Opening Night Benefit 5:30 P.M. - 10:00 P.M. Heart of America Challenge
August 14	12:00 Noon - 9:00 P.M.
August 15	12:00 Noon - 9:00 P.M.
August 16	12:00 Noon - 9:00 P.M.
August 17	12:00 Noon - 6:00 P.M.
August 17	C.I.S.S. Closes/C.I.S.S. Exhibitor Breakdown 6:00 P.M. - 9:00 P.M.

During this time only will lessee be allowed use of the Midway for cab drop-off, shuttle bus drop-off, pedestrian traffic and exhibitor parking.

Rental

4. Lessee shall pay lessor as rent and estimated operating costs:

A. Wooden Boat Show

1. South Dock

.021 x 91, 860 sq. ft. x 5 days = \$9,645.30

2. Water Area Directly South of South Dock

.42 x 1270 linear ft. x 5 days = \$2,667.00

3. Midway

Parking fee waived by Commissioner, Economic Development.

4. Set-Up Time (July 31 -- August 5, 1986)

 $.01 \times 91,860 \text{ sq. ft.} \times 6 \text{ days} = \$5,511.60$ $.21 \times 1270 \text{ 6 days} \times \text{linear ft.} = \$1,600.20$

5. Break Down Time

 $.01 \times 91,860 \text{ sq. ft.} \times 1 \text{ day} = \$918.60$ $.21 \times 1270 \text{ linear ft.} \times 1 \text{ day} = \$266.70$

B. Sailboat Show

1. South Dock

 $.021 \times 91,860 \text{ sq. ft.} \times 5 \text{ days} = \$9,645.30$

2. Water Area Directly South of South Dock

 $.42 \times 1270 \text{ sq. ft.} \times 5 \text{ days} = \$2,667.00$

3. Midway

Parking fee waived by Commissioner, Economic
Development

4. Set-Up Time (August 12th)

 $.01 \times 91,860 \text{ sq. ft.} \times 1 \text{ day} = \$918.60$ $.21 \times 1270 \text{ linear ft.} \times 1 \text{ day} = \$266.70$

5. Breakdown Time (August 18-20, 1986)

 $.01 \times 91,860 \text{ sq. ft.} \times 3 \text{ days} = \$2,755.80$ $.21 \times 1270 \text{ linear ft.} \times 1 \text{ day} = \$266.70$

C. Operating Costs

1. Electricity

Average KWH per day 890
 $890 \times 15 \text{ days} \times .08 = \$1,068.00$
Electric Cost.

2. Electrician

August 6, 7 and 8 (4.5 hours per day)		
\$37.50 x 4.5 hours =		\$168.75
\$168.75 x 3 days =	\$506.25	
August 9 and 10 (8 hours per day)		
\$50.00 x 8 hours =		\$400.00
\$400.00 x 2 days =		\$800.00
August 13, 14 and 15 (4.5 hours per day)		
\$37.50 x 4.5 hours =		\$168.75
\$168.75 x 3 days =		\$506.25
August 16 and 17		
\$50.00 x 8 hours =		\$400.00
\$400.00 x 2 days =		\$800.00
Total:		\$3,750.00

Lessee shall pay costs for Electricity and the Electrician.

D. Clean-Up/Repair/Break Down Deposit

Deposit of Fifteen Hundred Dollars (\$1500.00) shall be payable in advance.

E. Rent Abatement

Lessee shall be given a rent abatement in the amount of \$37,129.50 on rental outstanding from the 1986 Chicago International Art Exhibition. Rent abatement owed to lessee will only apply toward rental costs of event.

F. Break Down Penalty

In the event that lessee has not vacated demised premises by August 20, 1986 at 11:59 P.M., lessor will deduct \$1500.00 for the first day and \$2500.00 for each additional day thereafter. In the event that lessee exhausts the entire amount of the Clean- Up/Repair/Break Down Deposit, lessor shall deduct the remaining balance for the rent credit derived for the 1986 Chicago International Art Exhibition.

G. Rental Summary

1. Wooden Boat Show

A.	South Dock/Water Area	\$12,312.30
B.	Set-Up Time	\$7,111.80
C.	Break Down Time	\$1,185.30

2. Sailboat Show

A.	South Dock/Water Area	\$12,312.30
B.	Set-Up Time	\$1,185.30
C.	Break Down Time	\$3,022.50
Total Rent		\$37,129.50

3. Estimated Operating Costs

A.	Utility Costs	\$1,080.00
B.	Electrician	\$3,750.00
Total Estimated Operating Cost		\$4,830.00

4. Clean-Up/Repair/Break Down

Deposit	\$1,500.00

Any repairs found necessary at Navy Pier and agreed to by the Commissioners of Public Works and Economic Development shall be done at Lessee's own expense.

The payment and contracting for labor and material of said repairs is the sole responsibility of the tenants and all work to be performed is subject to the approval and standards set by the Department of Public Works.

Deposits and estimated operating costs shall be paid in advance.

Payment of rent shall be Certified Check made payable to the "City of Chicago" and together with a Certificate of Insurance in the minimum of \$1,000,000 naming the City of Chicago and the Public Building Commission as additional insured shall be mailed to:

Cary Kalant
Supervisor of Leasing
Department of Finance
Real Estate Office
320 N. Clark Street, Suite 505
Chicago, Illinois 60610

5. Operations

- A. 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 Lessee, or at Lessees agents, employees, patrons, guests or any person admitted to said premises by Lessee, Lessor shall use clean up/repair deposit to restore said premises to their present condition. However, if deposit is not sufficient to restore said premises. Lessee upon demand will pay sum necessary to complete restoration.

Lessee 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.

- B. Unless consent in writing from the Commissioner is first received: Lessee shall not operate or put up any engine, motor, or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, napa or gasoline for either mechanical or other purpose, or any other agent other than electricity for illuminating the demised premises.
- C. The South Dock must remain open at all times before, during and after the events for loading vehicles from Public Works, Special Events, Food Vendors, the School of the Art Institute, WBEZ and events taking place in the Auditorium.
- D. The Midway pedestrian lane must remain open from 6:00 A.M. to 8:00 P.M. each day when the South Dock is closed to allow the public to walk to the East End.
- E. Thirty (30) parking spaces must be reserved at the East End of the Midway for parking by the Art Institute, WBEZ, Special Events, Pier Food Vendors, the elderly and the handicapped and the Department of Public Works.
- 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 that of his authorized representative shall be final.
- G. Lessor 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 Lessee, or any other persons in Lessee's employ, shall not collect nor interfere with collection or custody of such articles.
- H. Lessor reserves the right to eject any objectionable person or persons from said premises, upon the exercise of this right by the Commissioner of Public Works, his representatives, agents or policemen, the Lessee 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 demised premises at any time and on any occasion.
- J. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by Lessor.

- K. Lessee shall provide at its own expense all ushers, crowd director, parking attendants and any security service required by the Commissioner of Public Works.
- L. Any and all matters not herein expressly provided for shall be at the discretion of the Commissioner of Public Works.
- M. Lessee has the right to employ a caterer of its choice to provide food and beverage service for said dinner.
- N. The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and State Statute.
- O. Lessee shall pay for utilities and normal custodial services where the City provides for additional services, the Lessee shall be billed separately for these.
- P. Lessee shall supply own parking attendants for supervision of parking of automobiles on Midway.
- Q. Lessee will serve all beverages from plastic or paper cups only.
- R. Lessor shall provide access to portable washrooms on the premises.
- S. Lessee will provide the following to boats that are being relocated during term of lease:
 - A). Access to electricity -- Lessee will provide electrical cords for the Baby Doll Boat. Owner/Manager will return cords to Lessee by August 21, 1986.
 - B). Access to Ice -- Lessee will relocate ice chests for Baby Doll Boat or provide access to ice chests during normal working hours during relocation.
 - C). Lessee shall provide 200 linear feet of docking space adjacent to Frame 90, approximately, for the Star of Chicago to tap into its electricity.
- T. Lessee will comply with all City Sales Tax and City Amusement Tax requirements.
- U. Lessee must show evidence to City from appropriate State and Federal agencies granting permission to put docks in Lake Michigan prior to July 31, 1986.
- V. Lessee may temporarily relocate the planters currently located on South Dock, all planters must be returned to their original location by August 20, 1986 at 11:59 P.M.

- W. Lessee shall provide security to direct traffic throughout both the Wooden Boat and Sailboat shows. The traffic security personnel shall be available at all time during the shows.
- X. Lessee shall provide M.O.S.E. staff access to Frames 55 and 72 on Navy Pier.

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

[Signature forms omitted for printing purposes.]

[Diagram of Navy Pier On Shore Exhibit Space is printed
on page 32363 of this Journal.]

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

CITY COMPTROLLER AUTHORIZED TO EXECUTE LEASE
AGREEMENT WITH DEPARTMENT OF STREETS
AND SANITATION FOR CERTAIN
CITY-OWNED PROPERTY.

The Committee on Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the City Comptroller to execute a lease agreement with the Department of Streets and Sanitation for property located at 4101 South Cicero Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

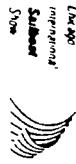
(Continued on page 32364)

EXHIBIT A

The standard dimensions of all booths are 10' x 10'.
 Each booth must be 3' interior draped walls, regardless of the number of booths. Standard booth background 8' high draped walls with 3' high side drapes walls will be provided at no charge for all exhibitors. Drapes are used where guests hung on polished aluminum tubing.
 An exhibitor may order additional interior drapes 8' high or 3' high. Charges for additional drapes in excess of the 3 allowed per booth will be based on their standard rates.

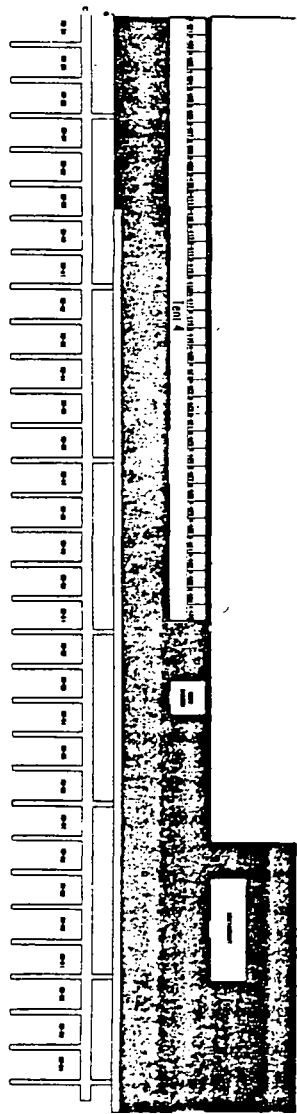
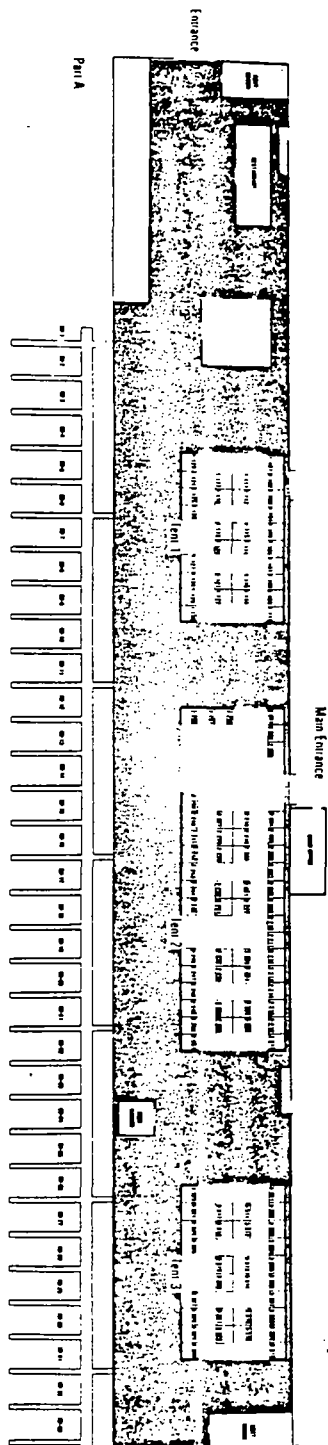
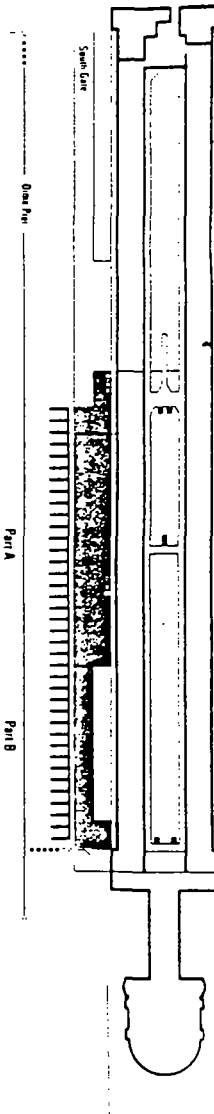


Pipe and Drape Booth 10' x 10'



All additional drapes must be ordered in advance (see order form). If additional drapes are ordered, please provide sketch of desired placement.
 Free and safety regulations prohibit blocking of exits, no ladders, anchors etc. may extend into an aisle.
 All requests for any additional services rendered at the festival are to be paid to United Exposition before the conclusion of the festival. A 5% Chicago tax will be added to the cost of materials.

Very Poor On-Shore Exhibit Space



(Continued from page 32362)

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease between the Metropolitan Sanitary District of Greater Chicago, as lessor, and the City of Chicago, as lessee, for approximately 7.4 acres of land within Lots 50 and 52 along the Southerly Bank of the main channel Easterly of Cicero Avenue, for use as a Bureau of Electricity storage yard, by the Department of Streets and Sanitation; such lease to be approved by the Commissioner of the Department of Streets and Sanitation, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

This Indenture, Made this 8th day of January, A.D. 1986, by and between the Metropolitan Sanitary District of Greater Chicago, a municipal corporation organized and existing under the laws of the State of Illinois (hereinafter designated the "Lessor"), authorized by an Order of the Board of Commissioners dated the 8th day of January, 1986, and the City of Chicago, a municipal corporation (hereinafter designated the "Lessee").

Witnesseth That:

Article I.

Premises Leased.

1.01 The Lessor for and in consideration of the rents hereinafter reserved and of the covenants and agreements hereinafter contained, does hereby demise and lease unto said Lessee all of the following described premises situated in the County of Cook and State of Illinois, to-wit:

(For Legal Description, See Exhibit "B")

1.02 To Have and To Hold the said premises for a term of five (5) years, commencing on February 15, 1986 and terminating on February 14, 1991, unless terminated sooner by the virtue of the provisions hereunder, subject to the following terms, provisions, covenants, conditions and reservations.

1.03 Lessor shall have the right to unilaterally terminate this Lease, in whole or in part, upon giving 90-days written notice thereof to the Lessee, after it has been determined by the Board of Commissioners of the Lessor that all or part of the leasehold premises are needed for the corporate purposes of the Lessor.

1.04 It is expressly covenanted by and between the parties hereto that the Lessor executes and delivers this Lease without representations or warranties whatsoever of its authority so to do, the Lessee having examined the title of the Lessor to the demised premises and being satisfied with such title at the date of delivery of this lease and with the power and authority of the Lessor to execute and deliver this Lease.

(a) The Lessor agrees to use all reasonable efforts in good faith to protect the Lessee in the quiet possession and peaceable enjoyment of the said demised premises. In the event, by reason of paramount title, possession of said premises or any part thereof is interfered with or taken by some third person or corporation without the consent of the Lessor, then the rent to be paid hereunder by the Lessee shall forthwith abate as to such part of said premises.

(b) The Lessor shall in no way be liable for any damages to the Lessee under subparagraph (a) above, it being understood that the Lessor does not covenant with the Lessee for the quiet and peaceable enjoyment and possession of said premises, except as against the Lessor itself.

1.05 It is expressly covenanted by the parties hereto that the Lessor executes and delivers this lease without representation or warranties concerning the building and zoning laws affecting the premises. The Lessee has examined the building and zoning laws concerning the premises and is satisfied that he may construct the improvements which are hereinafter set forth in Section 6.01 of this Lease and that said Lessee may use the premises in accordance with the uses set forth in Section 3.03 of this lease:

(a) In the event on the date hereof at any time hereafter, the building and zoning laws do not permit the use set forth in Section 3.03 hereof or the construction set forth in Section 6.01 hereof, the Lessee agrees, at its own expense within two (2) years of the date of this lease, to take such action as may be necessary to obtain such zoning change and building permits;

(b) The failure of the Lessee to obtain, such zoning change as may be necessary, or such building permits, within two (2) years of the date of this lease, shall be cause for immediate cancellation of this lease at the option of the Lessor, provided however, in this event, all rents due or coming due shall be prorated through and including the effective date of cancellation.

1.06 It is expressly covenanted by the parties hereto that in the event of any condemnation of the premises herein leased, of the leasehold herein granted, or any part thereof, the entire condemnation award shall be sole property of the Lessor, except for the actual value of the improvements as of the date of said condemnation; and in the event the whole tract is taken or so much of the tract is taken as to make the operation or the premises as a Bureau of Electricity storage yard on the portion remaining impracticable, the Lessee shall be entitled to the cancellation of this lease.

1.07 The sale or giving away of intoxicating liquors, gambling in any form and the conducting of any unlawful activity on the demised premises are prohibited. However, this paragraph is not to be construed as permitting all uses or activities not specifically prohibited. Use of the premises is limited and restricted to those specific uses set forth in Paragraph 3.05.

Article II.

Rental Payment Provisions.

2.01 Lessee shall pay for said premises during the continuance of this lease at the rate of:

Five Thousand Two Hundred Seventy-eight and no/100 Dollars (\$5,278.00) for the period beginning on the 15th day of February, 1986 and ending on the 14th day of February, 1987;

Five Thousand Four Hundred and no/100 Dollars (\$5,400.00) for the period beginning on the 15th day of February, 1987 and ending on the 14th day of February, 1988;

Five Thousand Five Hundred and no/100 (\$5,500.00) Dollars for the period beginning on the 15th day of February, 1988 and ending on the 14th day of February, 1989;

Five Thousand Seven Hundred and no/100 (\$5,700.00) Dollars for the period beginning on the 15th day of February, 1989 and ending on the 14th day of February, 1990;

Five Thousand Eight Hundred and no/100 (\$5,800.00) Dollars for the period beginning on the 15th day of February, 1990 and ending on the 14th day of February, 1991;

The first payment thereof being due upon the execution hereof, and subsequent annual rental payments shall be due on the anniversary date of the first rental payment hereof for the balance of the term hereof.

Article III.

General Provisions.

3.01 (Failure of Lessor to Insist on Provisions, no Waiver). The Lessee covenants and agrees that if the Lessor shall one or more times waive its right to insist upon prompt and satisfactory performance according to the terms of this lease of any of the obligations of the Lessee, no such waiver shall release the Lessee from its duty promptly and strictly to satisfy at all times after such waiver each and every of said obligations arising under the provisions of this lease, and especially any of such provisions with respect to which such waiver may previously have been made by the Lessor as aforesaid; and the Lessee covenants and agrees that if it violates any of the obligations under this Lease no waiver by the Lessor of its right to take advantage of such violation shall stop it to insist upon its strict rights in case of and as to any subsequent violation by the Lessee of the same or any other obligation; and the Lessee covenants and agrees that this provision of this lease shall apply especially (but not exclusively) to the right of the Lessor to require prompt payment of the rent in this lease reserved and that no acceptance by the Lessor or any currency, legal tender, checks, coin, money or value whatever, in payment of any installment or installments of rent, shall be construed to be a waiver on the part of the Lessor of the right to demand the payment of any other unpaid installment or installments of rent in lawful money of the United States of America.

3.02 (Lessee to Pay Taxes, Assessments and Water Rates). The Lessee covenants and agrees to pay when due all taxes, assessments, and water rates that may be levied, charged,

or imposed upon or against the said demised premises, or on any part thereof, or upon improvements placed thereon by the Lessee during the term of said lease.

3.03 It is expressly covenanted and agreed that the demised premises are to be used by the Lessee as a Bureau of Electricity storage yard and for no other purposes.

3.04 The Lessee covenants and agrees not to maintain any nuisance on the demised premises or permit any noxious odors to emanate from the demised premises which shall be in any manner injurious to the health and comfort of persons residing or being in the vicinity of said premises.

3.05 The Lessee covenants and agrees to keep the demised premises in a clean and sanitary condition in accordance with the laws, ordinances and regulations of the county, city, village, town or municipality (wherein the premises are located), the State of Illinois, the United States of America, and the Metropolitan Sanitary District of Greater Chicago.

3.06 The Lessee covenants and agrees that it shall abide by any and all Pollution Control Laws, ordinances and regulations of the county, city, village, town or municipality (wherein the premises are located), the State of Illinois, the United States of America, and the Metropolitan Sanitary District of Greater Chicago.

3.07 The Lessee agrees that upon the termination of this leasehold estate by the lapse of time or otherwise to yield up said demised premises together with any improvements which may be construed or placed thereon under the terms hereof, to the Lessor, in as good condition as when said improvements were constructed or placed thereof, ordinary wear and tear excepted; and subject to the provisions of Paragraph 6.02 hereof, also Lessee shall, at its own sole cost and expense, remove all improvements that the Lessor shall order the Lessee to remove from said demised premises; and provided further in the event of the removal by the Lessee of such improvements, that the Lessee expressly agrees to restore, at its sole cost and expense, the surface of the ground as near as may be to the same condition as it existed before the construction of such improvements or mixtures.

3.08 (Right of Lessor to Re-Entry and Possession of Premises Upon Default, Etc.). It is understood and agreed by and between the parties hereto that if the Lessee shall default in or fail to perform and carry out any of the covenants and conditions herein contained, and such default or failure shall continue for ninety (90) days after notice thereof in writing given in like manner, than and in any and either of such events, it shall and may be lawful for the Lessor, at its selection, at or after the expiration of said ninety (90) days after the giving of said notice to declare said term ended and upon the said demised premises or any part thereof, either with or without process of law, to re-enter, and the Lessee or any other person or persons occupying, in or upon the same, to expel, remove, and put out, using such force as may be necessary in so doing, and the said demised premises to repossess and enjoy as in their first and former estate, and Lessee, for himself, in that case, hereby waives all legal right, which it now has or may have to hold or retain any such property, under any exemption laws now in force in this State, or in any other way; meaning and intending hereby to give the Lessor, its successors and assigns, a valid and first lien upon any and all goods, chattels or other property of the Lessee located on said demised premises as security for the payment of said rent in manner aforesaid, anything hereinbefore contained to the contrary notwithstanding. And if at the time said term shall be ended at such election of

the Lessor, its successors or assigns, immediately upon the termination of said term as aforesaid, and if the Lessee shall remain in possession of the same on the day after the termination of this lease, in any of the ways above named, it shall be deemed guilty of a forcible detainer of said demised premises under the statutes and shall be subject to all the conditions and provisions above named, and to eviction or removal, forcible or otherwise, with or without process of law, as above stated.

3.09 (Various Rights, Cumulative, Etc.). The Lessee agrees that the various rights and remedies of the Lessor contained in this lease shall be construed as cumulative, and no one of them as exclusive of the other or exclusive of any rights or remedies allowed by law, or the right herein given the Lessor to enforce any of the terms and provisions of this lease, shall not in any way affect the right of the Lessor to declare this lease terminated and the term hereby created ended, as herein provided, upon the default of the Lessee, or failure of the Lessee to perform and carry out, all of the provisions in this lease provided to be performed and carried out by the Lessee; however, if said lease shall be terminated during the term hereby created by either the Lessor or Lessee under any provision contained herein then the lessee shall only be liable for rent on a prorated basis for that portion of the lease year through and including the date of cancellation, with the Lessor required to refund to the Lessee the prorated portion of the rent for the balance of the year.

Article IV.

Indemnification and Insurance.

4.01 Except for claims arising out of acts caused by the negligence of the Lessor, its Commissioners, agents, officials and employees, the Lessee shall be solely responsible for and shall defend, indemnify, keep and save harmless the District, its Commissioners, agents, officials and employees, against all injuries, deaths, loss, damages, claims, liens, suits, liabilities, judgments, costs and expenses, which may accrue directly against the Lessor in consequence of the granting of this lease or from any work done thereunder, or arising from any acts of negligence of the Lessee or Lessee's employees, or any of its contractors, subcontractors, or their employees, if any, and the Lessee shall, at Lessee's sole expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Lessor, its Commissioners, agents, officials or employees in any such action, the Lessee shall at Lessee's sole expense, satisfy and discharge the same.

4.02 Lessee expressly understands and agrees that any performance bond or insurance protection required by this lease, or otherwise provided by Lessee, shall in no way limit the responsibility to defend, indemnify, keep and save harmless the Lessor, as herein provided.

The Lessee agrees to save and keep harmless the said Lessor of and from any claims for mechanics/liens by reason of any construction work, repairs, replacements or other work or for any improvements made or placed upon or to said demised premises.

Article V.

Engineering Reservations and Requirements.

5.01 The Lessor has heretofore executed various agreements with governmental agencies, public utility companies, private corporations and individuals for the installation of pipe lines, duct lines, sewers, cables, electric transmission lines, and other surface and subsurface structures. Pursuant to those agreements, the various grantees installed and are operating their respective surface and underground plant facilities. Plats and drawings showing the location, size and type of the surface and underground plant facilities are filed in the office of the Lessor's Chief Engineer and are available for inspection.

Lessee agrees to occupy and use the demised premises in such manner as not to damage, obstruct access to, or interfere with the operation of said surface and underground plant facilities.

5.02 The Lessee expressly agrees that the Lessor and anyone acting under its authority shall have the right, without payment therefor, to construct, operate, maintain, repair, renew and relocate any and all pipe, sewer, power and communication lines upon, under and across said demised premises.

5.03 The Lessor reserves unto itself a perpetual right, privilege and authority to construct, maintain, operate, repair and reconstruct intercepting sewers with its connecting sewers and appurtenances, and any other drains or structures upon, under and through said demised premises. The Lessor shall also have the right, privilege and authority to enter upon and use such portions of said demised premises as may be necessary in the opinion of the Chief Engineer of the Lessor, for the purpose of constructing, maintaining, operating, repairing and reconstructing intercepting sewers, connecting sewers, drains or other structures, appurtenances, parking areas and access drives.

It is further expressly understood and agreed by the Lessee that no buildings, materials or structures shall be placed or erected and not work of any character done on said demised premises so as to injure or damage in any way said intercepting sewer, connecting sewers, drains, or other structures and appurtenances located at any time on said demised premises, or so as to interfere with their maintenance and operation.

5.04 It is expressly understood and agreed that the Lessor shall not be liable to the Lessee for any loss, cost or expense which the Lessee shall sustain by reason of any damage at any time to its property caused by or growing out of the failure of the sewers, structures, or other equipment of the Lessor located on said demised premises, or by any other work which the Lessor may perform on said demised premises under the terms hereof, or adjacent to said demised premises.

5.05 If at any time in the future, the Lessor, the United States Government or any other governmental agency should embark upon the work of enlarging or improving the Chicago Sanitary and Ship Canal of the Lessor, and if as a consequence thereof, any portion of said demised premises are required for any purpose in connection with any such future enlargement or improvement, as determined by the Chief Engineer of the Lessor or the District Engineer, Corps of Engineers, U. S. Army, Chicago District, then, in such event, it is understood and agreed by the parties hereto that the Lessee shall surrender possession of such part of the demised premises that may be so required, Lessee agrees, also, at its own cost and expense, to remove all of its equipment, structures, or other works from those

portions of said demised premises so taken, or reconstruct or relocate such of its installation as may be required to permit the use of said demised premises for the Channel enlargement or improvement within sixty (60) days after notice shall have been given to the Lessee by said Chief Engineer.

5.06 If at any time in the future, any portions of the demised premises are required for the construction of highways and roadways, or adjuncts thereto, such as interchanges, ramps, and access roads, as determined by the Chief Engineer of the Lessor, for the use of any other governmental agency engaged in the construction of highways and roadways, or adjuncts thereto, then, in such event, it is understood and agreed by the parties hereto, that the Lessee shall surrender possession of such part of the demised premises that may be so required. Lessee agrees, also, at its own cost and expense, to remove all of its equipment, structures, or other works from those portions of said demised premises so required, or reconstruct or relocate such of its installations so as to permit the use of said demised premises for the construction of highways and roadways, or adjuncts thereto within sixty (60) days after notice shall have been given to the Lessee by said Chief Engineer of Lessor.

5.07 The Lessor reserves to itself or its assignees or permittees at any time during the period of this lease, upon thirty (30) days' written notice given by the Lessor to the Lessee, the right to construct, reconstruct, maintain, and operate additional force mains, intercepting sewers, drains, outlets, pipe lines, pole lines, and appurtenances thereto; and such other structures, buildings, apparatus, and water control equipment as may be needed for the corporate purposes of the Lessor upon, under, and across said demised premises. Any such construction shall be located as determined by the Chief Engineer of the Lessor so as to cause, in his opinion the least interference, consistent with efficient and economical design, with any equipment, or improvements that the Lessee may then have on said premises.

5.08 The Lessee agrees not to discharge any domestic sewerage originating in said demised premises into said Chicago Sanitary and Ship Canal.

5.09 The Lessee agrees that if any future date it desires to dispose of domestic sewage from said demised premises, it will discharge the said domestic sewage into a local sewer of Lessee or an intercepting sewer of the Lessor. Lessee will make application and secure the necessary permit from The Metropolitan Sanitary District of Greater Chicago before discharging any domestic sewage into intercepting sewer of the Lessor.

5.10 The Lessee also agrees to collect separately all roof water, surface runoff from grounds and roadways, and drainage water and to discharge the same directly into said Chicago Sanitary and Ship Canal free from any sewage; all to be done in a manner acceptable to said Chief Engineer of the Lessor.

5.11 It is agreed by and between the parties hereto that the Lessee shall submit to the Chief Engineer of the Lessor for his approval the general plans for handling the sewerage, grading and drainage of the said demised premises; and for any roadways, water supply, telephone and electric service, if any, and of all improvements or any other construction to be erected thereon before the commencement of any work thereon.

5.12 The Lessor reserves to itself the right of access to said premises for inspection by the Lessor and its duly accredited agent at all times, and for such surveys as the Chief Engineer of the Lessor may deem necessary.

Article VI.

*Provisions for Building and
Improvement Requirements.*

6.01 It is further expressly understood and agreed by the Lessee that no permanent improvements are to be constructed on the demised premises.

6.02 In consideration of the leasing of said demised premises to the Lessee, it is understood and agreed by and between the parties hereto that upon the expiration of this lease by lapse of time or termination of this lease by forfeiture, or by reason of the failure of the Lessee to keep and perform all and singular the covenants, agreements or conditions herein contained, any improvements erected, constructed or placed upon said demised premises shall become and be the absolute property of the Lessor and no compensation therefor shall be allowed or paid to the Lessee. Said improvements shall be removed from the premises only with the express written direction of the Lessor, first had and obtained.

Article VII.

Assignment or Sub-Letting.

7.01 It is agreed by and between the parties hereto the Lessee shall not have the right to sub-let the demised premises or any part thereof or to assign this lease.

Article VIII.

Notices and Right to Terminate.

8.01 It is understood and agreed by and between the parties hereto that all notices herein provided for from the Lessor to the Lessee concerning anything pertaining to this lease shall be mailed, (registered or certified mail) in an envelope to the Lessee, c/o John J. Halpin, Acting Commissioner of Streets and Sanitation, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and to the Director of Real Estate, Real Estate Division, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at any other address that it may hereafter in writing designate, and that such notice may be upon the option of the Lessor so mailed to the Lessee, and that any notice so mailed by the Lessor to the Lessee shall be and is hereby declared to be sufficient notice for all the purposes of this lease and that a post office registry receipt or certified receipt showing the mailing of such notice and the date of such mailing shall be accepted in any court of record as competent *prima facie* evidence of this facts.

Article IX.

Additional Provisions.

9.01 The Lessee agrees to exhibit paid real estate tax bills affecting the subject premises or photostatic copies thereof to the Lessor upon payment of said taxes on or before the penalty date for said taxes for each year of this lease.

9.02 It is further agreed that the notice as provided in Section 1.03 hereof shall not be given by the Lessor except pursuant to an order of the Board of Trustees of said Lessor.

9.03 The Lessee shall procure, install and maintain, at its sole cost and expense, adequate and proper lifesaving equipment and facilities along the bank of the Chicago Sanitary and Ship Canal along the demised premises in the City of Chicago, Cook County, Illinois.

9.04 Lessee shall within 120 days of the date hereof scrape, level and removal all debris from the premises and erect a chain-link fence with appropriate gates around the entire perimeter of the premises.

9.05 This lease is subject to the right, title and interest of certain lessees, grantees and permittees including, but not limited to Commonwealth Edison Company and Texas Eastern Transmission Company.

Lessor reserves unto itself the right and authority to grant other and further easements, licenses and permits upon, over, across, through and under said premises, without Lessee's consent, provided that such grant(s) do(es) not unreasonably interfere with Lessee's use and enjoyment of the premises.

9.06 Either party may cancel this lease by giving ninety (90) days prior written notice to the other party at the address cited herein.

[Signature forms omitted for printing purposes.]

Legal Description.

Lots 50 and 52 of Sanitary District Trustees' Subdivision of right-of-way from the north and south center line of Section 30, Township 39 North, Range 14 East of the Third Principal Meridian to Will County Line except those portions of said lots lying northerly of a line described as follows:

Beginning at a point in the northwesterly line of said Lot 52, 635.06 feet northeasterly of the northwest corner thereof; thence southeasterly in a straight line, making an angle of 31°-31'-25" with the northwesterly line of said Lot 52 to its intersection with the northwesterly right-of-way line of the main track of The Atchison, Topeka and Santa Fe Railway Company as said right-of-way existed on December 20, 1939; thence northeasterly on said northwesterly right-of-way line to the westerly right-of-way line of the Chicago and Western Indiana Railroad Company; and except a strip of land described as follows:

A strip of land 37 feet wide over and across said Lots 50 and 52 lying southeasterly of a line 37 feet normally distant from and parallel to the northwesterly right-of-way line of

said The Atchison, Topeka and Santa Fe Railway Company, and lying westerly of the portions of said Lot 50 previously excepted hereinbefore; and except a parcel of land described as follows:

Commencing at the northwest corner of said Lot 52; thence northeasterly along the northwesterly line of said Lot 52, 55.38 feet to the easterly line of Cicero Avenue; thence southerly along the easterly line of Cicero Avenue, 85.72 feet to the point of beginning; thence continuing southerly along said easterly line, 100.00 feet; thence northeasterly along a line making an angle of $79^{\circ}-00'-00''$ to the right of the last described line, 62.52 feet; thence northerly along a line parallel to the easterly line of Cicero Avenue, 100.00 feet; thence southwesterly along a line making an angle of $79^{\circ}-00'-00''$ with the last described line, 62.52 feet to the point of beginning and subject to the use of that part of said Lot 52 required for the Cicero Avenue highway and bridge; and subject to the terms of an easement to Commonwealth Edison Company for two parcels of land described as follows:

That part of said Lot 50 described as follows: Commencing at a point in the northwesterly line of said Lot 52 at a point 635.06 feet northeasterly of the northwest corner thereof; thence southeasterly in a straight line making an angle of $31^{\circ}-31'-25''$ with the northwesterly line of said Lot 52, a distance of 585.20 feet to the point of intersection with a line drawn parallel with and 50 feet northwesterly, measured perpendicular, of the center line of the original main track of The Atchison, Topeka and Santa Fe Railway Company, said point being 150.49 feet southwestwardly of the intersection of said parallel line with the west right-of-way line of the Chicago and Western Indiana Railroad Company, said point of intersection being the point of beginning of the hereinafter described parcel of land; thence continuing southeasterly along said straight line a distance of 32.39 feet to the point of intersection with a line drawn parallel with and 33 feet northwesterly, measured perpendicular, of the center line of the original main track of The Atchison, Topeka and Santa Fe Railway Company, said point being 116.03 feet southwestwardly of the point of intersection of last described parallel line with the west right-of-way line of the Chicago and Western Indiana Railroad Company; thence northwestwardly along a straight line if extended would intersect the northwesterly line of said Lot 52 at a point 592.29 feet northeasterly of the northwest corner thereof, a distance of 34.32 feet to a point in said line 50 feet northwesterly of said main track; thence northeasterly along last mentioned line, a distance of 2.23 feet to the point of beginning, and

That part of said Lots 50 and 52 described as follows: Beginning at a point in the northwesterly line of said Lot 52 at a point 635.06 feet northeasterly of the northwest corner thereof; thence southeasterly in a straight line making an angle of $31^{\circ}-31'-25''$ with the northwesterly line of said Lot 52 a distance of 585.20 feet to its intersection with a line drawn parallel with and 50 feet northwesterly, measured perpendicular of the center line of the original main track of The Atchison, Topeka and Santa Fe Railway Company, said point being 150.49 feet southwestwardly of the point of intersection of said parallel line with the west right-of-way line of the Chicago and Western Indiana Railroad Company; thence southwestwardly along said parallel line a distance of 2.23 feet; thence northwestwardly along a straight line to a point in the northwesterly line of

said Lot 52 that is 592.29 feet northeasterly of the northwest corner thereof; thence northeasterly along northwesterly line of said Lot, 42.77 feet to the point of beginning.

[Drawings attached to this agreement are printed on pages 32375 through 32377 of this Journal.]

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

CITY COMPTROLLER AUTHORIZED TO RENEW LEASE
AGREEMENTS FOR CERTAIN CITY-OWNED
PROPERTIES.

The Committee on Leases submitted a report recommending that the City Council pass two proposed ordinances transmitted therewith, authorizing the City Comptroller to execute renewal of leases for certain City-owned properties to be used for various municipal purposes.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 49.

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):

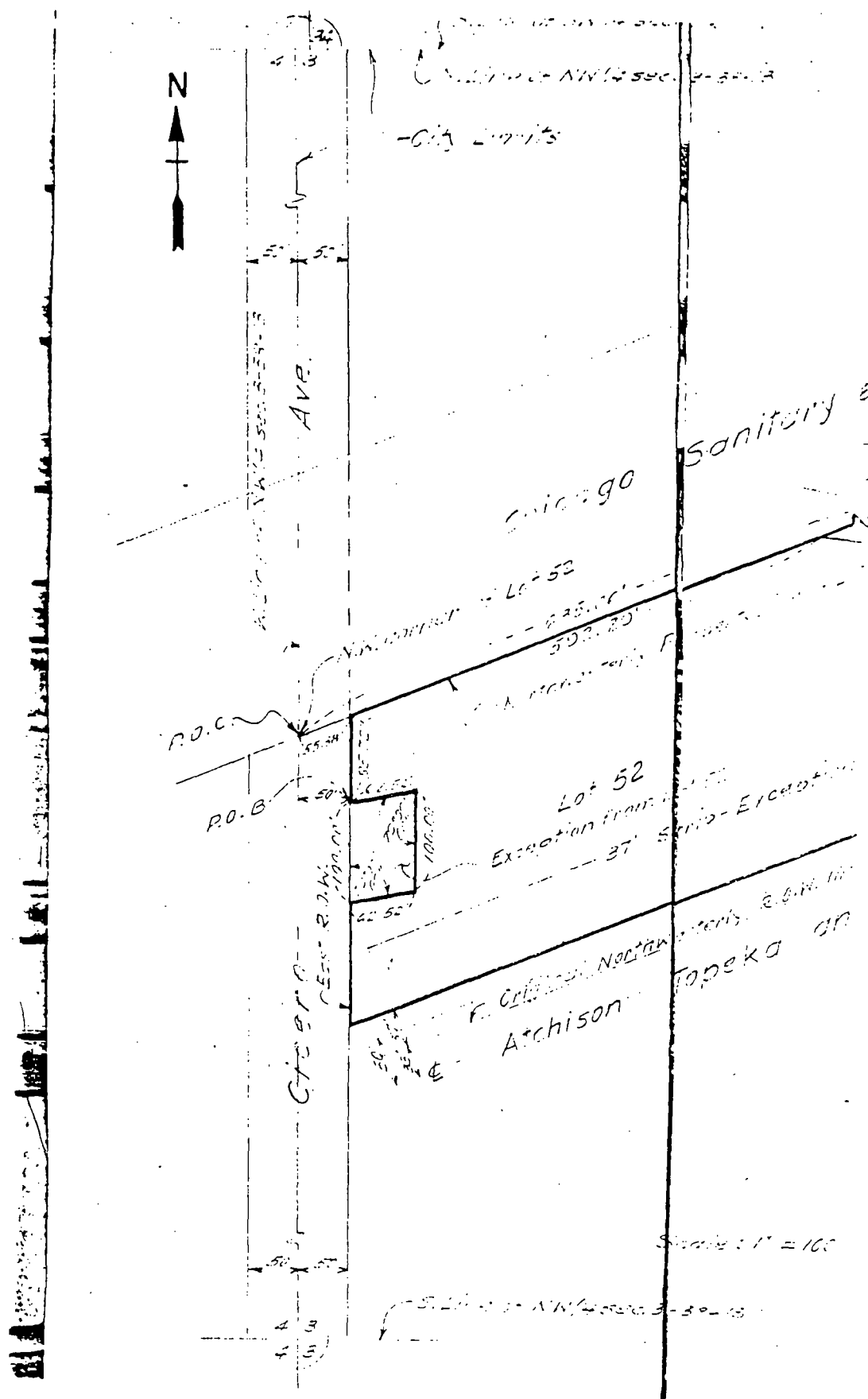
Department of Health.

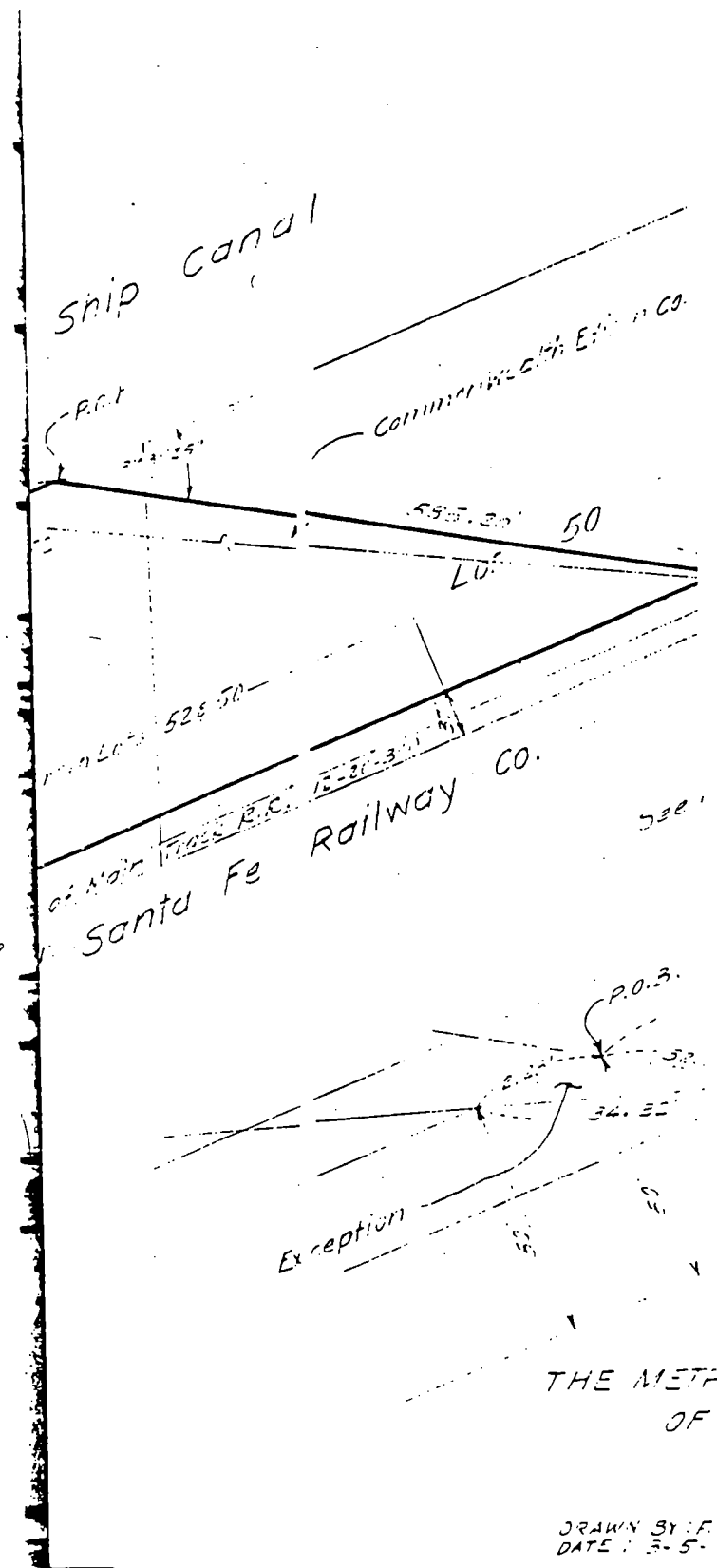
185 North Wabash Avenue.

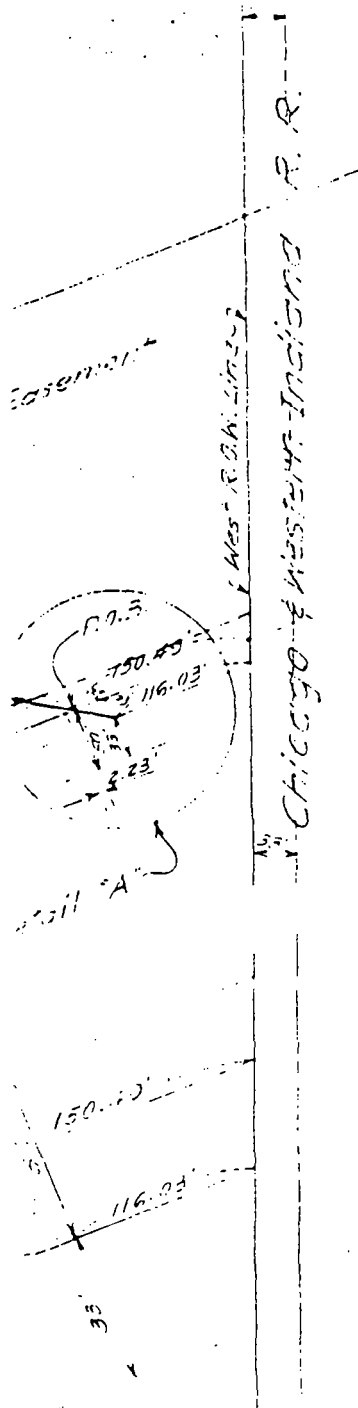
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from the Chicago Investment Corporation as agent for

(Continued on page 32378)







Detail A
Not to scale

METROPOLITAN SANITARY DISTRICT
GREATER CHICAGO
EXHIBIT B

WIGLAS

CHECKED BY: (signature)

(Continued from page 32374)

beneficiaries of American National Bank and Trust Company, Trust No. 46636, as lessor, for approximately 2,768 square feet of office space at 185 North Wabash Avenue, for use by the Department of Health, as lessee; such lease to be approved by the Commissioner of the Department of Health and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease printed on page 32379 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:

Rider.

Notification Provision.

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

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Two Thousand Five Hundred Forty-three and no/100 Dollars (\$2,543.00) per month for a period beginning on the 1st day of January, 1986 and ending on the 31st day of December, 1986;

Two Thousand Six Hundred Seventy and no/100 Dollars (\$2,670.00) per month for a period beginning on the 1st day of January, 1987 and ending on the 31st day of December, 1987.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to Chicago Investment Corporation, 29 East Madison, Chicago, Illinois, 60602.

(Continued on page 32380)

LEASE-Short Form Lease No. 10013

Form C O No. 18

City of Chicago

This Agreement,

Made this _____ day of _____

A. D. 19 _____, between Chicago Investment Corporation as Agent for Beneficiaries of American National Bank and Trust Company, Trust No. 46636, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 2,768 square feet, Room 901 at 185 North Wabash Avenue, used as office space and Mental Health Center by the Department of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 1986, and ending on the 31st day of December A. D. 1987. Lessee has the right to terminate this lease upon sixty (60) days prior written notice

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at IL 60602 Chicago Investment Corporation, 29 E. Madison, Chicago, or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached

Hereto and Made a Part Hereof. Provisions See Rider Attached Hereto And Made A Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee

See Rider Attached Hereto and Made A Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: _____
Supervisor of Leasing, _____
Chief Assistant Corporation Counsel,
Real Estate _____

By: _____
Chicago Investment Corporation As Agent for
Beneficiaries of American National Bank and
Trust Company Trust, Trust No. 46636

By: _____
Comptroller,

Approved: _____
Commissioner, Department of Health

(Continued from page 32378)

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Repair all broken windows prior to execution of lease.

Decorate entire premises prior to January 1, 1987.

Provide and pay for heat; maintain plant and equipment in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide central air conditioning and maintain same for duration of lease.

Provide and pay for window washing once a year.

Provide elevator service Monday through Friday.

Provide 24 hour security service Monday through Friday.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Comply with the provisions of the municipal building code in the repair and maintenance of said premises.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance of \$1,000,000.00 combined single limit; with the City to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Provide and pay for nightly custodial services five (5) days per week which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping or any kind.

Lessee under this lease shall:

Provide and pay for electricity as metered for outlets, lights and air conditioning.

Additional clauses to be included in lease:

In the event the Lessor should fail to furnish any substantial alterations, repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee and the failure continues ten (10) days after Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

In the event of any substantial breach of the covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease upon ten (10) days notice by certified or registered mail, to Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

Department of Police.

500 South Racine Avenue.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from the Southmark Corporation, as beneficiary under American National Bank and Trust Company, Trust, Trust No. 47559, dated August 30, 1979, as lessor, for approximately 432 square feet of office space in Room 103 at 500 South Racine, for use by the Department of Police/Beat Representative Program, as lessee; such lease to be approved by the Superintendent of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease printed on page 32382 of this Journal.]

(Continued on page 32383)

LEASE--Short Form Lease No. 12011

Form C O No. 1A

City of Chicago

This Agreement,

Made this _____ day of _____

A. D. 19 _____, between Southmark Corporation, as Beneficiary under American National Bank and Trust Company Trust, Trust No. 47559, Dated August 30, 1979, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 432 square feet of office space in Room 103 at 500 South Racine Avenue, to be occupied by the Beat Representative Program of the Department of Police.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 1986, and ending on the 31st day of December, A. D. 1987. Lessee has the right to terminate this lease Upon thirty (30) days prior written notice.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Southmark Commercial Management, 1501 I-55 Freeway, Suite 720, Shopping Centers-East, Dallas, TX 7523. or at such other place as the Lessor may from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof. For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and LesseeSee Rider Attached Hereto and Made aPart Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved:

Chief Assistant Corporation Counsel

Supervisor of Leasing,

Real Estate ~~XXXX~~

By: Southmark Corporation, as Beneficiary under American National Bank and Trust Company Trust, Trust No. 47559, Dated August 30, 1979

By: _____

Comptroller,

Approved:

Superintendent, Department of Police

(Continued from page 32381)

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

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

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Four Hundred Eighty-six and no/100 Dollars (\$486.00) per month for the period beginning on the 1st day of January, 1986, and ending on the 31st day of December, 1986;

Five Hundred Twenty and no/100 Dollars (\$520.00) per month for the period beginning on the 1st day of January, 1987 and ending on the 31st day of December, 1987.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to Southmark Commercial Management, 1601 LBJ Freeway, Suite 720, Shopping Centers-East, Dallas, Texas 75234.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for heat; maintain plant and equipment in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and pay for central air conditioning between the hours of 8:00 A.M. and 6:00 P.M., Monday through Friday when necessary to provide for comfortable occupancy of the demised premises; maintain plant and equipment in good operable condition.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Comply with all provisions of the Chicago Municipal Building Code in repair, construction and maintenance of demised premises.

Operate and maintain in good working condition at its sole expense the heating, ventilation, air conditioning, plumbing, electrical and elevator systems contained within the demised premises.

Maintain the Mall's interior and exterior, including outside grounds.

Provide daily custodial service for Mall Area which shall include cleaning, washing, or sweeping of any kind.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies, but the Lessor shall have the right to exercise any protests, or other legal remedies as provided by law.

Provide and maintain at all times public liability insurance in the amount of \$1,000,000 combined single limit; with the City to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

Pay for electricity as metered.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind in demised premises.

Additional clauses to be included:

In the event the Lessor should fail to furnish any substantial alterations, repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee and the failure continues ten (10) days after Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance

or service itself or have the hazards corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

In the event of any substantial breach of the covenants, terms and conditions contained herein by Lessor, Lessee shall have the right to terminate this lease upon ten (10) days notice by certified or registered mail, to Lessor at address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

Lessee shall exercise reasonable care in the use and occupancy of the building and shall not require Lessor to be responsible for repairs, necessitated by the negligence of the Lessee.

It is mutually agreed and understood by and between parties hereto that the remuneration mentioned in the lease is payable solely from funds when made available by the federal government. If said funds are not available from the federal government and as a result, Lessee defaults in the payment of any sums required to be paid under this lease, the sole remedy of lessor shall be for possession of the demised premises.

Lessor has the right upon thirty (30) days written notice to relocate the tenant to another part of the Shopping Center. New premises shall be similar in size and configuration. Lessor shall bear the cost of moving the equipment, telephones, furniture and any minor redecorating expense involved.

COMMITTEE ON POLICE AND FIRE.

ACCEPTANCE OF GRANT FROM ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY FOR ESTABLISHMENT OF CRIMINAL HISTORY INFORMATION UPDATE PROGRAM.

The Committee on Police and Fire submitted the following report:

CHICAGO, July 29, 1986.

To the President and Members of the City Council:

Your Committee on Police and Fire having under consideration a communication signed by Mayor Harold Washington, under the date of May 30, 1986, transmitting a proposed ordinance authorizing the Mayor and Superintendent of Police to accept on behalf of the City of Chicago a grant from the Illinois Criminal Justice Information Authority for the development and implementation of a Criminal History Information Update Program begs

leave to recommend that Your Honorable Body *Pass* the said ordinance, as amended, which is transmitted herewith.

This recommendation was concurred in by a unanimous vote.

Respectfully submitted,
(Signed) MICHAEL F. SHEAHAN,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Illinois Criminal Justice Information Authority has offered to the City of Chicago a grant in the amount of \$50,000 for the development and implementation of a Criminal History Information Update Program; and

WHEREAS, It is anticipated that acceptance of these funds will assist the Chicago Police Department in updating its criminal history records in order to better identify and process serious, repeat offenders; now, therefore,

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

SECTION 1. The City Council, on behalf of the City of Chicago, hereby accepts from the Illinois Criminal Justice Information Authority its grant in the sum of \$50,000 for the purpose of developing and implementing a Criminal History Information Update Program as described in the Interagency Agreement between the Illinois Criminal Justice Information Authority and the City of Chicago attached hereto and made a part hereof as Exhibit A.

SECTION 2. The Mayor and the Superintendent of Police are hereby authorized to execute on behalf of the City and to deliver the Interagency Agreement in the form attached hereto and any and all other documents requested or required by the Illinois Criminal Justice Information Authority for the purpose of obtaining or accounting for said grant.

SECTION 3. The Mayor and the Superintendent of Police are further authorized to enter into an interagency agreement with the Chicago Board of Education or other entity to facilitate the implementation of this program.

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

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

Exhibit "A".

Interagency Agreement.

Justice Assistance Act Programs.

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 120 S. Riverside Plaza, Suite 1016, Chicago, Illinois 60606, hereinafter referred to as the "Authority", and the Chicago Police Department hereafter referred to as the "Implementing Agency", with its principal offices at 1121 South State Street, Chicago, Illinois 60605 for the implementation of the Criminal History Information Update Program.

Whereas, Chapter 38, Paragraph 210-7(k) of the Illinois Revised Statutes establishes the Illinois Criminal Justice Information Authority ("the Authority") as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available...from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation; and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds;" and

Whereas, Pursuant to the Justice Assistance Act of 1984, the Authority named the following program areas as the focus of the Illinois Justice Assistance Application for federal fiscal year 1985:

Providing community and neighborhood programs that enable citizens and police to undertake initiatives to prevent and control neighborhood crime;

Providing for operational information systems and workload management systems which improve the effectiveness of criminal justice agencies;

Identifying and processing within the criminal justice system persons (including juvenile offenders) with a history of serious criminal conduct;

Providing training, management and technical assistance to criminal justice personnel; and

Whereas, The Budget Committee, on behalf of the Authority, voted to designate the Chicago Police Department a recipient of funds for the purpose of implementing a program to address one of the four named areas;

Now, Therefore, Be It Agreed by and between the Illinois Criminal Justice Information Authority and the Chicago Police Department as follows:

Section 1. Definitions.

- (a) "Exhibit": means any document which is expressly stamped or printed as an "Exhibit" and is appended to this agreement.
- (b) "Program": means a planned, integrated approach to an identified problem which is characterized by clear goals, measurable objectives, the implementation of strategies to achieve those objectives and a mechanism for assessing the effectiveness of those strategies.

Section 2. Period of Performance.

Performance of this agreement shall commence on September 1, 1986 and shall expire on August 31, 1987 unless the period is extended by an amendment to this agreement. Costs incurred prior to the effective date, or after termination pursuant to the provisions of this agreement, shall not be paid by the Authority.

Section 3. Program Description and Budget.

The Implementing Agency agrees to undertake and perform in a satisfactory manner the program mutually determined in and set out in the program description attached and incorporated herein as Exhibit A and the Budget attached and incorporated herein as Exhibit B.

Section 4. Payment.

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Bimonthly payments will be made to an Implementing Agency whose award totals less than \$50,000 upon receipt of the reports described in Section 8 of this agreement. Monthly payments will be made to an Implementing Agency whose award totals more than \$50,000 upon receipt of the reports described in Section 8 of this agreement. Due to the unique requirements of the program being funded, the first payment to the Implementing Agency may be in advance of performance in an amount determined by the Authority. No payment will be made to the Implementing Agency unless and until the Implementing Agency is in full compliance with applicable state and federal laws and the provisions of this agreement.

The maximum amount of federal funds payable under this agreement is \$50,000 and is dependent upon the expenditure of matching funds as described in Section 5 and Exhibit B.

Section 5. Match.

Funds from the Justice Assistance Act may be used to pay up to 50 percent of the cost of the program described in Exhibit B. The remaining non-federal share of the program's cost

must be provided by the Implementing Agency. Failure of an Implementing Agency to match federal funds will result in a decrease in the federal funds awarded.

Section 6. Obligational Limitation.

Payment under this agreement is subject to passage of a suitable and sufficient appropriation by the Illinois General Assembly. Obligations of the State of Illinois will cease immediately without penalty of further payment being required in any fiscal year should the actions of the General Assembly or any applicable funding source result in the failure to appropriate or otherwise make available sufficient funds for this agreement.

Section 7. Non-Supplantation.

The Implementing Agency agrees that federal funds made available under this agreement will not be used to supplant available local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available to the Implementing Agency for criminal justice activities.

Section 8. Reporting Requirements.

The Implementing Agency agrees to submit data relevant to the performance indicators listed in Exhibit A on a monthly basis.

The Implementing Agency is further required to submit monthly or bimonthly fiscal reports as provided in Section 4 and to file a year-end financial status report, the content and form of which will be determined by the authority.

The Implementing Agency shall fulfill any additional reporting requirements as so determined by the Authority.

Section 9. Maintenance of Records.

The Implementing Agency agrees to retain financial and program records for the program for three years following the ending date of this agreement as amended. Records shall be retained beyond the three year period if an audit is in progress and/or the findings of a completed audit have not been resolved satisfactorily.

Section 10. Inspection and Audit.

Pursuant to Office of Management and Budget Circular A-128 "Uniform Administrative Requirements for Grants-In-Aid to State and Local Governments," the Implementing Agency agrees to provide for an independent audit of its activities. Audits usually will be made annually, but not less frequently than every two years. Audits shall be made in accordance with the General Accounting Office Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants.

The Authority shall have access for purposes of audit and examination to all books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontracts.

Section 11. Implementing Agency Compliance.

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited to:

- Those state and local laws and guidelines specified in Sections 10 and 20 of this agreement.

- The provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure, Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.

- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321, *et seq.* (1970) [N.E.P.A.]

- National Historic Preservation Act of 1966, 16 U.S.C. pars. 470, *et seq.* (1970) [N.H.P.A.]

- Flood Disaster Protection Act of 1973, 42 U.S.C. pars. 4001, *et seq.* (Supp. III, 1973) [F.D.P.A.]

- Clean Air Act of 1970, 42 U.S.C. pars. 7401, *et seq.* (Supp. II, 1972).

- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251, *et seq.* (Supp. II, 1972) [F.W.C.P.A.]

- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f, *et seq.* (Supp. IV, 1974) [S.D.W.A.]

- Endangered Species Act of 1973, 16 U.S.C. pars. 1531, *et seq.* (Supp. III, 1973) [E.S.A.]

- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271, *et seq.* (1976) [W.S.R.A.]

- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 *et seq.* (Supp. IV, 1974) [H.A.D.P.A.]

- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451, *et seq.* (Supp. II, 1972) [C.Z.M.A.]

- Indian Self-Determination Act, 25 U.S.C. pars. 450f (Supp. V, 1975).
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. pars. 4201, *et seq.* (1970).
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601, *et seq.* (1970).
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501, *et seq.* (Supp. IV, 1974).
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131, *et seq.* (1970).
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301, *et seq.* (1970).

Section 12. Nondiscrimination.

The Implementing Agency agrees that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, religion, national origin, handicap, or sex. The Implementing Agency assures compliance with the following statutes:

- Title VI of the Civil Rights Act of 1964;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Nondiscrimination Regulations, 28 C.F.R. Part 42, subparts C, D, E, and G.

Section 13. Equal Employment Opportunity Program.

The Implementing Agency agrees, if it has 50 or more employees, is receiving more than \$25,000 pursuant to this agreement, and has a service population with a minority representation of 3 percent or more, is required to formulate, implement and maintain an equal employment opportunity program relating to employment practice affecting minority persons and women within 120 days after effective date of this agreement. If the Implementing Agency has 50 or more employees, is receiving more than \$25,000 pursuant to this agreement, and has a service population with a minority representation of less than 3 percent the Implementing Agency agrees to formulate, implement, and maintain an equal employment opportunity program relating to employment practice affecting women.

Section 14. Confidentiality.

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and the Justice Assistance Act. Such information shall be immune from legal process and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit or other judicial legislative or administrative proceeding.

Section 15. Bribery.

The Implementing Agency certifies that neither it nor any of its officials, agents or employee's acting on its behalf, has been convicted of bribery or attempting to bribe an official or employee of the State of Illinois, nor has the Implementing Agency made an admission of guilt of such conduct which is a matter of record.

Section 16. Assignment.

The Implementing Agency shall make no assignment of this agreement or of any of the monies due hereunder without prior written approval of the Authority.

Section 17. Subcontracting.

Any work or professional services subcontracted for shall be specified by written contract, and shall be subject to all provisions contained in this agreement. Subcontracts in excess of \$1,000 must be approved by the Authority prior to their effective dates. The Implementing Agency shall be liable for the performance acts or omissions of any person, organization, or corporation with which it contracts. The Authority shall not be responsible to any subcontractor.

Section 18. Independent Contractor.

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless, for all claims, suits, judgments or damages arising from the performance of this agreement.

Section 19. Exhibits, Amendments.

The documents appended are made a part of this agreement, as exhibits and amendments as the case may be, as indicated. Any amendment to this agreement must be signed by both parties to be effective. The Implementing Agency shall perform the services, subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits and amendments, in addition to those enumerated therein. The use of the term "n/a" means the item is not applicable to this agreement.

Section 20. Termination or Expiration of the Interagency Agreement.

The Implementing Agency shall operate in conformance with the following state and federal laws and guidelines, when applicable: the Justice Assistance Act of 1984, the Office of Justice Assistance Research and Statistics M7100.1C, Federal Management Circular A-87, Office of Management and Budget Circular A-128, the Illinois Grant Funds Recovery Act (Ill. Rev. Stat. 1983, Ch. 127, pars. 2301 *et seq.*), the Illinois Purchasing Act (Ill. Rev. Stat. 1983, Ch. 127, pars. 132 *et seq.*), the State Comptroller Act (Ill. Rev. Stat. 1983, Ch. 15, pars. 201 *et seq.*), the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 C.F.R. 20.1 *et seq.*), the U. S. Department of Justice Regulations Governing the Confidentiality of Identifiable Research and Statistical Information (28 C.F.R. 22.1 *et seq.*) and the rules of the Authority.

The Executive Director of the Authority, in accordance with the Authority's Operating Procedures for the Administration of Federal Funds, may suspend or terminate performance of this agreement for nonconformance with any state or federal law, with such guidelines as specified in this section, or the terms or conditions of this agreement.

Section 21. Renegotiation, Modification, or Amendment of the Interagency Agreement.

No alteration, variation, modification, termination, addition to or attempted waiver of any provisions of this agreement shall be valid or binding unless in writing, signed by all the parties and attached to the original agreement. The parties agree to renegotiate, modify, or amend this agreement should federal or state laws or regulations require alteration of this agreement.

Section 22. Integration.

This document, and the exhibits, amendments, and items incorporated by reference, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

Section 23. Severability.

If any item or provision of this agreement is held invalid, unenforceable, voidable or void, said term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

Section 24. Acceptance.

The terms of this interagency agreement are hereby accepted by the parties hereto.

[Signature forms omitted for printing purposes.]

Exhibit A attached to this agreement reads as follows:

Exhibit A: Program Narrative.

- I. Summary of Program
- II. Statement of Problem
- III. Goal(s) and Objective(s)
- IV. Program Strategies
- V. Performance Indicators
- VI. Implementation Schedule
- VII. Job Descriptions

Criminal History Information Update Program.

I. Summary of Program.

Current studies on the behavior of criminals illustrate the impact of serious repeat offenders on the criminal justice system. A Rand Study Report sponsored by the National Institute of Justice indicates "that there is an identifiable class of violent predators among the criminal population who commit a highly disproportionate amount of crime." Likewise, the Maryland Task Force on Repeat Offenders recently concluded "that a small number of offenders accounts for a substantial percentage of the offenses committed nationally."

A similar study currently being conducted by the Illinois Criminal Justice Information Authority (I.C.J.I.A.) indicates that this phenomenon also is occurring in Cook County. The Repeat Offender Program has been tracking the criminal justice contacts of a sample of persons released from Illinois prisons during a three month period in 1983. An examination of the releasees prior criminal records is also being conducted. Preliminary analysis of a sub-sample of 407 Cook County arrestees indicates that these individuals were responsible for a total of 4,799 arrests. This represents an average of twelve arrests per person. More to the point however, the research indicates that 41 of these individuals (10%) accounted for 30% of the total arrests (1,435 arrests). Moreover, a small group (12%) of the releasees accounted for a large portion of all incarcerations (32%). Because of the large volume of offenders processed annually, this has serious implications for the Cook County criminal justice system.

In trying to address the problem, the Cook County State's Attorney's Office recently established a priority prosecution program for repeat offenders. Special repeat offender courtrooms are now operated for prosecuting felony crimes in Cook County. These courtrooms are staffed by well-trained assistant state's attorneys whose caseloads are carefully monitored.

While the repeat offender program represents a good first step, it addresses the problem only from the prosecutor's level. The state's attorney still must rely on the police to provide positive identification of all persons in custody. Proper identification allows the state's attorney to obtain correct and current criminal history record information for an arrestee

and ensures that proper decisions are made in the setting of bond. Unfortunately, given certain system operating procedures and the number of offenders who use aliases, positive identification is not always easy.

In an effort to better understand this problem and its impact on the elements of the criminal justice system in Cook County key officials at each critical stage in the criminal justice system were interviewed by the staff of the Authority. While each agency identified problems unique to its own functioning, many common problems and issues were raised that affect the entire criminal justice system. In general, the problems identified during the interviews can be classified into the following broad categories:

- * The need for timely, accurate identification of offenders in custody;
- * The need to access criminal history information in an efficient and timely manner;
- * The need for quality information that is accurate and complete; and
- * The need for a coordinated, system-wide approach to information exchange within the criminal justice system.

Each agency expressed the need for information to be available at critical points in the system to facilitate informed decision-making regarding offenders. However, each agency also acknowledged that successful identification and processing of serious repeat offenders is dependent on the cooperative and coordinated effort of all agencies in the system. The information gathered during these interviews accentuates the need for a system-wide approach to address this problem.

The following problem statement describes the procedures and problems identified by the Chicago Police Department which relate to the prompt, accurate identification of offenders. Because the Justice Assistance Act requires that special attention be given to the serious offender and violent crime, emphasis is placed on documenting the problems related to felony offenders. In most instances, however, unless otherwise noted, the information provided is applicable to misdemeanants as well.

The police are responsible for establishing positive identification of all arrestees. The proper identification of the offender ensures that the correct criminal history record is obtained and subsequently impacts on the effective functioning of the criminal justice system. Given current system operating procedures and the number of defendants who use aliases, timely, accurate identification of offenders is not always an easy task.

II. Statement of the Problem.

The Chicago Police Department's Identification Section maintains a continuously growing master file of tenprint fingerprint cards, containing both criminal and noncriminal cards. These cards are searched for identification purposes on an ongoing basis, as arrestees are in need of positive identification. Depending on the nature and the clarity of the prints, a single fingerprint identification may take four hours. Since the Police Department uses this Section to identify half of its arrestees, who are to be fingerprinted based on charges;

thus over 155,000 suspects are printed annually. Efforts are made to positively identify each of these individuals by finding the matching (previous arrest or applicant) card in file. Experience suggests that approximately 35,000 of these subjects have never been arrested here before while most of the remaining 120,000 arrestees have a matching card and a previously initiated Identification Record (I.R.).

Following identification, a Chicago criminal history record facsimile (if one exists) is transmitted via telephone lines to the arresting officer. This record follows the arrestee to his initial appearance in court and/or for the setting of bail. Every felony and misdemeanor arrestee in Chicago receives an individual record number (I.R.) upon initial arrest which serves as a link to the criminal history record and as an identification number for tracking the individual through the various stages in the system.

Though both of the 35,000 new arrestees and the 120,000 recidivists present problems for the Identification Section to overcome, it is the problems associated with the second larger group to which the Criminal History Information Update Program will be devoted. This group of arrestees have a growing volume of criminal histories to be stored and updated first when they are arrested and again when the local courts dispose of their cases. The Identification Section has a subunit of personnel assigned to these duties and to fill requests for information from these files from both within the Department and without.

Currently the Identification Section because of the problem of volume, is barely able to keep up with the posting of current Chicago arrests and court dispositions. Staff are unable to post out-of-city arrests and dispositions which are received via F.B.I. updated criminal histories. In the past such arrests and dispositions were posted to the I.R. files in a timely manner; as the number of postings increased priority has been given to keeping local criminal activity current.

As a result, the Department has accumulated a backlog of approximately seven months of F.B.I. criminal histories to update which number approximately 35,000 entries. (Of the approximately 120,000 prints sent to the F.B.I. annually by the Department, half do not prompt a return update because they have been revised recently; the other half are entered on the F.B.I.'s criminal history and then a copy is returned, with information on outside agencies' arrests and dispositions).

These 35,000 backlogged F.B.I. histories and the 5,000 histories which are received monthly are the problem to be addressed and corrected by this program.

III. Goal and Objectives

The goal of the proposed program is to improve public safety and disrupt foreseeable patterns of serious criminal activity through effective policing and prosecution of cases.

The primary objectives of the proposed program are to:

- Incapacitate greater numbers of repeat and violent offenders.
- Upgrade the quality of information available on alleged repeat offenders by correcting errors detected during criminal history checks.

- Assure accurate information available on alleged offender's criminal history and current status is available:
- to the police and correctional officers during the period of time that the offender is in custody;
- to the state's attorney and judge at the time of the bond hearing; and
- to the judge at the time of sentencing hearings.
- Improve the flow of information within the criminal justice system.

IV. Program Strategies

The Cook County State's Attorney's office as well as the Chicago Police Department, rely heavily on the "rap" sheet produced by the C.P.D. in making charge and bond recommendations. At present these "rap" sheets only include Chicago arrests and subsequent dispositions. Even so, there is presently a lag of 45 days between the time that the information is received by the Department's Identification Section and when it is posted on a criminal history form. It should be noted, however, that despite this time lag, Chicago "rap" sheets tend to be more complete than the state "rap" sheets.

The Department presently has accumulated seven months of unposted F.B.I. returns. Also in need of posting are outside arrest and dispositions which have been filed with the F.B.I. history in the associated I.R. jacket. The Department currently receives approximately 5,000 new F.B.I. returns each month, and it is expected that this figure will gradually grow.

It is anticipated that this program will enable the upgrading of 100,000 criminal histories - correcting mistakes, reconciling any inconsistencies, entering omissions and posting any previously unposted arrests and dispositions. This figure is based on a productivity rate, after the learning curve levels off, of eight files being processed each hour, for every hour devoted to this program, by both Department personnel and student participants.

Recognizing that the current personnel cannot do more with the backlog, communications have been opened between the Department and Jones Commercial High School, in effort to hire students with better than average typing skills and preferably some office experience, as an affordable workforce for this program. Interviews will start 1 August 1986. Top students will be sought for this vast, yet sensitive work.

Recognizing that no equipment is available in the Identification Section for this program, as of 1 September 1986, the purchasing process will be initiated to acquire ten typewriters to use in updating criminal history files.

On completion of these tasks, the chosen workers (student participants and Chicago Police Department personnel), will be trained to update the Department's criminal history files and correct any inaccuracies or inadequacies discovered in the review update process.

Department personnel, already aware of the overall enhancement function which has taken place over history, will be oriented to the more specific scope of this particular program. The student participants will be introduced to the Department's criminal history package (the I.R. jacket), and all its contents (the "Arrest Record", the F.B.I. criminal history, a fingerprint card if one is filed and the "Request for History" log), and corrections and additions to be made.

Department supervisory personnel will make the participants aware of how they each fit into the program to assure the goals are reached. These supervisors will monitor all progress and assure that the student participants do devote 100% of their time to the program, and the Department's typing personnel devote a minimum of 30% of their time to the program with the other 70% of their time devoted to similar, but broader, I.R. file processing.

Supervisory personnel will be present at all times to answer any questions, resolve any problems and to monitor compliance with the program's intent and goal accomplishment. The program's objectives will only be met if the supervisory personnel encourage and motivate the personnel completing these file enhancements. Supervisory personnel are already aware of their duty to the program and that they must continually monitor progress, to timely recognize any problems and to alleviate them.

Department personnel devoted to this program have the added stimulus of their semi-annual Department efficiency rating, effected by their productivity on the program. These employees not only have personal pride, but peer pressure and actual pay raises dependent on their efficiency rating. The student participants have high school grade points dependent on their rating in this work- study program.

Regular documentation will substantiate that both the student participants and Department personnel are in fact spending the time agreed upon on the criminal history enhancement. Police Department supervisory staff will monitor the daily sign-in sheets and appropriate Assignment & Attendance (A&A's). These are documents which will verify who was assigned to the program and what they were doing. They will be used to substantiate that the Department is meeting its match commitment.

Reports submitted to I.C.J.I.A., will reflect compliance with other commitments, the status of the program and the volume attained by those personnel devoted to the program. Supervisory personnel (the Sergeant of Police and the Chief Clerk will continually monitor the program, periodically documenting progress and any remedial measures taken to improve the program procedures.

It is anticipated that, by the end of program, the entire backlog will be processed and that the current incoming F.B.I. updates will be posted to the histories as they are received, and many of the shelved histories will have been reviewed and any deficiencies corrected.

Once the backlog has been relieved it is anticipated that the update processing will become a regular part of the Identification Section workflow.

V. Performance Indicators.

The performance indicators for the proposed program are:

1. The number of criminal histories updated with F.B.I. entries.
2. The number of criminal histories updated with non-Chicago in-state entries.
3. The number of criminal histories updated with Chicago arrests.
4. The reduction in backlogged criminal history entries.
5. The number of federally-funded staff assigned to project.
6. The number of nonfederally-funded staff assigned to project.

VI. Implementation Schedule.

	Task	Beginning Date	Completion Date
A.	Initiate purchase process for ten wheel writer type correctable electric typewriters.	9/1/86	9/15/86
B.	Interview students sent by Jones Commercial High School to participate in this program and determine which will be chosen. (Skills testing and background check to be done.)	8/1/86	8/15/86
C.	Set up work stations and install typewriters for ten participants of this "Criminal History Update" Program.	9/1/86	9/5/86
D.	Train the "Criminal History Update" personnel. (Both the part-time students and the full-time career service Chicago Police Department Senior Typists.)	9/1/86	9/5/86
E.	I.C.J.I.A. Grant Funded portion of the Chicago Police Department's "Criminal History Update" program in operation. (Part-time typists and equipment.)	9/1/86	8/31/87
F.	City of Chicago -- Chicago Police Department portion of the "Criminal History Update" program in operation. (Full-time C.P.D. personnel.)	9/1/86	ongoing

VII. Job Descriptions.

Student Participant.

Minimum Requirements:

Trustworthy and responsible student, with typing skills adequate to meet a target production of thirty-two Criminal Histories being updated and enhanced, per each four-hour work day. To include the ability to review the Histories, and recognize errors, based on guidelines they will follow.

Job Description:

The Student Participant will begin with a number of F.B.I. Criminal Histories and will be required to go to the Chicago Police Department's Criminal History Files (located close by the work station), and locate the appropriate Identification Record (I.R. file/criminal history). The Student Participant, will sit at their work station, and process the files, by comparing the F.B.I. Criminal History to the respective Chicago Police Department Criminal History. The retrieved I.R. file should reflect all the Chicago Police arrests noted on the file, if not, the Student Participant will notify a supervisor (either the Chief Clerk or the Sergeant of the discrepancy.)

The Student Participant will type on the Chicago Police Arrest Record all the "outside" law enforcement agencies arrests and dispositions which are not yet recorded. These entries will be in chronological order and in a format which will be designated during training. This format will include, but not be limited to, name (or alias), date of birth, address, arresting law enforcement agency, criminal offense, court disposition and appropriate dates. The file will be reviewed for any errors, i.e., typographical or lack of completeness and will be corrected.

Exhibit B - Budget.

*Chicago Police Department "Criminal History
Update" Enhancement.*

Identification of Sources of Funding.

	Source	Amount
Federal Amount:	JAA of 1984	\$50,000
	<i>SubTotal</i>	<i>\$50,000</i>
Match:	Chicago Police Department	\$50,210
	<i>SubTotal</i>	<i>\$50,210</i>
Anticipated Program Income:	Not Applicable	\$0
	<i>SubTotal</i>	<i>\$0</i>

7/29/86

REPORTS OF COMMITTEES

32401

	Source	Amount
Non-Match Funds:	Not Applicable	\$0
	<i>SubTotal</i>	<i>\$0</i>
	Grand Total	\$100,210

Personnel Services

Job Title	Annual Salary	Months On Program	Percent Time On Program	Total Cost
Police Sergeant	\$40,000	12	15%	\$6,000
Chief Clerk	\$32,000	12	37.5%	\$12,000
5 Senior Typist	\$12,000	12	30%	\$18,000
			SubTotal	\$36,000
			Pension Contribution, Unemployment Contribution, Health Insurance	\$12,900
			Total Personnel Cost	\$48,900

Equipment

QTY/ Unit Cost	Description	Federal Amount	Local Cash Contribution	Total Cost
10/\$ 810	Wheel Writer Type Correction Electric Typewriter	\$8,100	\$0	\$8,100
	Total Equipment Cost	\$8,100	\$0	\$8,100

Commodities

	Federal Amount	Local Cash Contribution	Total Cost
Machine Ribbons, Forms, etc.	\$310	\$310	\$620
Total Commodities Cost	\$310	\$310	\$620

Contractual

	Federal Amount	Local Cash Contribution	Total Cost
10 High School Students X 1033 hours X \$4 an hour	\$41,320	\$0	\$41,320
Audit	\$0	\$1,000	\$1,000
Typewriter Repair and Maintenance	\$270	\$0	\$270
Total Contractual Cost	\$41,590	\$1,000	42,590

Personnel Services

One Sergeant of Police (annual salary of \$40,000, plus fringe benefit package at 40% of annual salary X 15%, the time daily devoted to the project for a 12 month period).

$\$40,000 \times 1.4 \times 15\%$ \$8,400

One Chief Clerk (annual salary of \$32,000, plus a fringe benefit package at 35% of annual salary X 37.5% the time daily devoted to the project for a 12 month period).

$\$32,000 \times 1.35 \times 37.5\%$ \$16,200

Five Senior Typists (annual salary of \$12,000, average, plus a fringe benefit package of 35% of salary X 30%, the time daily devoted to the project for a 12 month period).

$12,000 \times 1.35 \times 5 \times 30\%$ \$24,300

Equipment

Ten wheel writer type correcting electric typewriters will be devoted to this program.

The machines will be used to update approximately 100,000 criminal histories over the 12 month period.

10 typewriters X \$810 each	\$8,100

Commodities

Over the 12 month period, 10 typewriters will use three inked ribbons and nine correcting ribbons. (The inked ribbons are \$5.90 each and the correcting ribbons are \$3.85 each.)

10 typewriters X [(3 X \$5.90) + (9 X \$3.85)]	\$524

Costs for paper, forms, correcting fluids, etc. used in administration of the program.	\$96

Contractual

Ten Student Participants will work a total of 1,033 hours over a 12 month program period at \$4 per hour. The schedule will adjust during the year with hours increased during vacation and summer months.

1,033 hours X 10 students X \$4 per hour	\$41,320

Audit costs associated with program as mandated.	\$1,000

Maintenance and Repair for ten typewriters for 12 months

10 typewriters X \$27 each for 12 months	\$270

TOTAL	\$100,210

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 (November 6 and 20, 1985, February 26, April 9, 16, May 14, 30, June 6 and 25, 1986) thirty- three 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 Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

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):

Exchange National Bank of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to Exchange National Bank of Chicago, U/T 4368, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track over and across S. Wood Street from a point on the east line thereof approximately thirteen (13) feet south of the north line of vacated W. 15th Place to a point on the west line of said S. Wood Street twelve (12) feet south of said north line of vacated W. 15th Place, extended westerly, clear headroom under elevated switch track not less than twelve (12) feet from the lowest point of the girders to the established grade of public way at said location; for a period of five (5) years from and after November 5, 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 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.

Columbus-Cuneo-Cabrini 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 Columbus-Cuneo-Cabrini Medical Center upon the terms and subject to the conditions of this ordinance, to install, maintain and use a sample basin adjacent to its property located at 811 S. Lytle Street. Said sample basin shall be located in the public way of S. Racine Avenue approximately fifty (50) feet north of W. Cabrini Street. Dimensions of said basin shall be six (6) feet in depth and four (4) feet in diameter. Authority for the use of the above privilege is granted for a five (5) year period 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 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 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 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 Co., upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed an elevated railroad switch track over and across S. Central Park Avenue from a point on the west line of said S. Central Park Avenue at a point five (5) feet south of south line of W. Taylor Street to a point on the east line thereof fourteen (14) feet north of said south line of S. Taylor Street produced east; for a period of five (5) years from and after June 26, 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 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 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.

Norwegian American Hospital.

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

SECTION 1. Permission and authority are hereby given and granted to Norwegian American Hospital, upon the terms and subject to the conditions of this ordinance to install, maintain, and use a one (1) inch conduit adjacent to its property located at 1102 N. Richmond 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 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 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 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.

Ingersoll Products Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to Ingersoll Products Corporation, under the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track at street grade on and across W. 120th Street from a point on the north line thereof one hundred forty-seven (147) feet west of west line of S. Racine Avenue adjacent to property located at 1000 W. 120th 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 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 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 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.

Huron Plaza Venture.

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

SECTION 1. Permission and authority are hereby given and granted to Huron Plaza Venture, upon the terms and subject to the conditions of this ordinance to maintain and use a grease catch basin in the south sidewalk of E. Superior Street, adjacent to property at 711 N. Wabash Avenue. Said basin shall not exceed six (6) feet in depth, three (3) feet in width and located approximately one hundred eighty (180) feet east of N. Wabash Avenue and forty-eight (48) feet west of n/s alley connecting E. Huron St. with E. Superior St. to the east of N. Wabash Avenue; for a period of five (5) years from and after December 29, 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 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 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.

Oxford Properties, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to Oxford Properties, Inc., under the terms and subject to the conditions of this ordinance to install, maintain and use a catch basin eleven (11) feet five (5) inches in depth and five (5) feet three (3) inches in diameter located approximately seventeen (17) feet five (5) inches west of east line of N. Clark Street and seventy-four (74) feet three (3) inches north of intersection of east line of N. Clark Street and Chicago River, adjacent premise 321 N. Clark 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 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 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 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.

Great Lakes Terminal and Transport Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to Great Lakes Terminal and Transport Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use a railroad switch track connecting with the westerly track of the Chicago, Milwaukee, St. Paul & Pacific Railroad in N. Kingsbury Street at a point two hundred five (205) feet northwesterly of the northerly line of W. Wisconsin Street, thence running in a southeasterly direction on a curve along and across the westerly side of N. Kingsbury Street to a point on the westerly line thereof forty-five (45) feet northwesterly of the northly line of W. Wisconsin Street; for a period of five (5) years from and after December 22, 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 Eight Hundred Twenty and no/100 Dollars (\$820.00) 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 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 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.

Plibrico Company.

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

SECTION 1. Permission and authority are hereby given and granted to Plibrico Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track at street grade running for a distance of approximately one hundred (100) feet along and over N. Kingsbury Street adjacent to its property located at 1800 N. Kingsbury Street; for a period of five (5) years from and after December 22, 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 Four Hundred and no/100 Dollars (\$400.00) 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 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 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.

Clinton A. Krislov.

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

SECTION 1. Permission and authority are hereby given and granted to Clinton A. Krislov upon the terms and subject to the conditions of this ordinance to construct, maintain and use bay windows over the public right of way at the north end of the existing building located at 615 W. Dickens. Each bay window shall extend over the public way two (2) feet and at a width of nine (9) feet on the first and second level of the property. 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 Two Hundred Fifty and no/100 Dollars (\$250.00) 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 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.

Illinois Masonic 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 Illinois Masonic Medical Center, upon the terms and subject to the conditions of this ordinance, to install, maintain and use a sample basin manhole adjacent to 836 W. Wellington Avenue, four (4) feet in diameter and fifteen (15) feet in depth, 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 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 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.

Louis A. Weiss 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 Louis A. Weiss Memorial Hospital, upon the terms and subject to the conditions of this ordinance, to install, maintain and use two (2) sample basin manholes four (4) feet in diameter and eight (8) feet in depth located on Leland Avenue approximately eighty-one (81) feet and one hundred fifty-six (156) feet, respectively, east of east line of Clarendon Avenue adjacent to its property located at 4646 N. Marine Drive, 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 Seven Hundred and no/100 Dollars (\$700.00) 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 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.

Crazy Burrito and Irving's for Red Hot Lovers Number 5.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantees, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

Crazy Burrito, 103-105 N. Wells Street, 320 square feet total area, Monday through Friday, 8:00 A.M. to 6:00 P.M., Saturday, 10:00 A.M. to 5:00 P.M., Compensation: \$1,242.00.

Irving's For Red Hot Lovers Number 5, 111 N. Wells Street, 320 square feet total area, Monday through Friday, 8:00 A.M. to 6:00 P.M., Saturday, 10:00 A.M. to 3:00 P.M., Compensation: \$1,242.00.

The above described occupation of the public rights-of-way shall exist by authority herein granted for a period of six (6) months from and after date of passage 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 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.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. 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.

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

SECTION 6. This ordinance shall take effect and be in force from and after its passage: provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation to be paid to the City Comptroller.

Mama Mia! Pizza and Edwardo's Natural Pizza.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantees, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

Mama Mia! Pizza, 116 S. Michigan Avenue, 90 square feet total area, Monday through Saturday, 11:00 A.M. to 7:00 P.M., Compensation: \$349.00;

Edwardo's Natural Pizza, 521 S. Dearborn Street, 530 square feet total area, Monday through Thursday, 11:00 A.M. to 9:00 P.M., Friday, 11:00 A.M. to 10:00 P.M.,

Saturday, 4:00 P.M. to 10:00 P.M., Sunday, 5:00 P.M. to 9:00 P.M., Compensation: \$742.00.

The above described occupation of the public right-of-ways shall exist by authority herein granted for a period of six (6) months from and after date of passage 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 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.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. 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.

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 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 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 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation to be paid to the City Comptroller.

*Carson Pirie Scott and Company, Great Street, Incorporated
Salvador's Mexican Restaurant, Alexander's Downtown,
Limited, Cafe Angelo and Cafe Bonaparte.*

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee(s), upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

Carson Pirie Scott and Company, 1 S. State Street, 1100 square feet total area,
Monday through Saturday, 10:00 A.M. to 7:00 P.M., Sunday, 10:00 A.M. to 7:00 P.M.,
Compensation: \$4,268.00;

Great Street, Incorporated, d/b/a Popeyes, 222 S. State Street, 697 square feet total area, Monday through Friday, 10:00 A.M. to 7:30 P.M., Saturday, 10:00 A.M. to 7:00 P.M., Compensation: \$976.00;

Salvador's Mexican Restaurant, 30 E. Randolph, 777 square feet total area, Monday through Thursday, 11:00 A.M. to 9:00 P.M., Friday and Saturday, 11:00 A.M. to Midnite, Compensation: \$3,015.00;

Alexander's Downtown, Ltd., 1100 S. Michigan Avenue, 546 square feet total area, Monday through Sunday, 8:00 A.M. to Midnite, Compensation: \$764.00;

Cafe Angelo, 225 N. Wabash Avenue, 150 square feet total area, Monday through Sunday, 12:00 P.M. to 11:00 P.M., Compensation: \$582.00;

Cafe Bonaparte, 636 S. Michigan Avenue, 975 square feet total area, Monday through Sunday, 8:00 A.M. to Midnite, Compensation: \$1,365.00.

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.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. 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.

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

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation to be paid to the City Comptroller.

Thai Star Cafe.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

Thai Star Cafe, 660 N. State Street, 273 square feet total area, Monday through Thursday, 10:30 A.M. to 9:00 P.M., Friday through Saturday, 10:30 A.M. to 10:00 P.M., Compensation: \$491.00.

The above described occupation of the public right-of-way shall exist by authority herein granted for a period of six (6) months from and after date of passage 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 Consumer Services. The grantee shall keep that portion of the public way 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.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. 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.

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 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 liabilities, 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 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

Chen's Place.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

Chen's Place, 100 E. Superior, 120 square feet total area, Monday through Saturday, 11:00 A.M. to 9:00 P.M., Sunday, 11:00 A.M. to 8:00 P.M., Compensation: \$216.00.

The above described occupation of the public right-of-way shall exist by authority herein granted for a period of six (6) months from and after date of passage 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 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.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. 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.

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 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 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. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

Sweetwater.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right of way adjacent to its property for use as a sidewalk cafe and described as follows:

Sweetwater, 1028 North Rush Street, 371 square feet total area, Mondays through Sundays, 11:00 A.M. to 11:00 P.M., Compensation: \$650.00.

The above described occupation of the public right of way shall exist by authority herein granted for a period of six (6) months from and after date of passage 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 Consumer Services. The grantee shall keep that portion of the public way 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.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. 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.

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, 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 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

Harry's Cafe.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right of way adjacent to its property for use as a sidewalk cafe and described as follows:

Harry's Cafe, 1035 North Rush Street, 136 square feet total area, Monday through Sunday, 11:00 A.M. to 11:00 P.M., Compensation: \$245.00.

The above described occupation of the public right of way shall exist by authority herein granted for a period of six (6) months from and after date of passage 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 Consumer Services. The grantee shall keep that portion of the public way 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.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. 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.

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, 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 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

Gordon and Near North Deli and Grill.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantees, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

Gordon, 500 N. Clark Street, 448 square feet total area, Monday through Sunday, 11:30 A.M. to 10:00 P.M., Compensation: \$806.00.

Near North Deli & Grill, 659 N. State Street, 400 square feet total area, Monday through Sunday, 8:00 A.M. to 11:00 P.M., Compensation: \$720.00.

The above described occupation of the public right-of-way shall exist by authority herein granted for a period of six (6) months from and after date of passage 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 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.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sums as stated in Section 1, in advance. In case of the termination of the privileges herein granted or the grantee transfers title or vacates the premises, the grantees 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.

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 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 be recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be 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 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

*Star of Siam, Incorporated, Mucho Gusto,
and The Green Door Tavern.*

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee(s), upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

Star of Siam, Inc., 11 E. Illinois Street, 300 square foot total area, Saturday through Sunday, 12:00 Noon to 11:00 P.M., Compensation: \$540.00.

Mucho Gusto, d/b/a Sal's Taco, Inc., 700 N. Dearborn Street, 834 square foot total area, Saturday through Sunday, 12:00 Noon to 11:00 P.M., Compensation: \$1,501.00.

The Green Door Tavern, 678 N. Orleans Street, 300 square feet total area, Monday through Saturday, 11:00 A.M. to 10:00 P.M., Compensation: \$204.00.

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.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. 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.

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 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 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 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, 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 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

Randall's and Convito Italiano.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantees, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

Randall's, 41 E. Superior Street, 850 square feet total area, Monday through Friday, 11:30 A.M. to 3:00 P.M., Monday through Thursday, 5:00 P.M. to 10:00 P.M., Friday and Saturday, 5:00 P.M. to 11:00 P.M., Sunday, 4:00 P.M. to 9:00 P.M., Compensation: \$1,530.00.

Convito Italiano, 11 E. Chestnut Street, 276 square feet total area, Monday through Saturday 12:00 Noon to 9:00 P.M., Compensation: \$497.00.

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.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1 in advance. 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.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and 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, 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 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

River North Cafe, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

River North Cafe, Incorporated, 750 N. Franklin Street, 275 square feet total area, Monday through Saturday, 8:00 A.M. to 6:00 P.M., Compensation: \$187.00.

The above described occupation of the public right-of-way shall exist by authority herein granted for a period of six (6) months from and after date of passage 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 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.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1 in advance. 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.

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 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 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, 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 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

Faces, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right of way adjacent to its property for use as a sidewalk cafe and described as follows:

Faces, Inc., 940 North Rush Street, Readily Removeable Planters, Sunday through Saturday, 11:00 A.M. to 5:00 P.M., Compensation: \$842.00.

The above described occupation of the public right of way shall exist by authority herein granted for a period of six (6) months from and after date of passage 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 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.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. 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.

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 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 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, 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 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

Ranalli's Pizza.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right of way adjacent to its property for use as a sidewalk cafe and described as follows:

Ranalli's Pizza, 1925 North Lincoln Avenue, 1000 square feet total area, Readily Removeable Planters and Railings, Monday through Saturday, 11:00 A.M. to 12:00 Midnite, Sunday, 12:00 Noon to 12:00 Midnite, Compensation: \$1,400.00.

The above described occupation of the public right of way shall exist by authority herein granted for a period of six (6) months from and after date of passage 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 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.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. 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.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and 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 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, 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 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

Crazy Mary's at Bulldog Road.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

Crazy Mary's at Bulldog Road, 2914-2916 N. Broadway, 377 square feet total area, Saturday through Sunday, 7:00 A.M. to 11:00 P.M., Compensation: \$528.00.

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.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. 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.

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 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 combined single limit with said insurance covering all liability, both 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, 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 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

Cornelia's Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

Cornelia's Restaurant, 750 W. Cornelia Street, 402 square feet total area, Sunday through Saturday, 11:00 A.M. to 3:00 P.M., Compensation: \$402.00.

The above described occupation of the public right-of-way shall exist by authority herein granted for a period of six (6) months from and after date of passage 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 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.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. 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.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and 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 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 combined single limit with said insurance covering all liability, both 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, 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 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

Cafe Selmarie.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right of way adjacent to its property for use as a sidewalk cafe and described as follows:

Cafe Selmarie, 2327 West Giddings, 385 square feet total area, Tuesday through Thursday, 9:00 A.M. to 9:00 P.M., Friday and Saturday, 9:00 A.M. to 10:00 P.M., Sunday, 9:00 A.M. to 9:00 P.M., Compensation: \$262.00.

The above described occupation of the public right of way shall exist by authority herein granted for a period of six (6) months from and after date of passage 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 Consumer Services. The grantee shall keep that portion of the public way 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.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. 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.

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 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 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. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

Chicago Brauhaus.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right of way adjacent to its property for use as a sidewalk cafe and described as follows:

Chicago Brauhaus, 4732 N. Lincoln Avenue, 1,828 square feet total area, Monday through Saturday, 11:00 A.M. to 10:00 P.M., Sunday, 12:00 Noon to 10:00 P.M., Compensation: \$1,243.00.

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 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.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. 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.

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 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 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. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

Pepe's Mexican Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

Pepe's Mexican Restaurant, 3854-3856 N. Ashland, 325 square feet total area, Monday through Sunday, 11:00 A.M. to 2:00 A.M., Compensation: \$221.00.

The above described occupation of the public right-of-way shall exist by authority herein granted for a period of six (6) months from and after date of passage 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 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.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. 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.

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

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of

Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

Pierre Obrien's.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

Pierre Obrien's, 6935 N. Sheridan Road, 570 square feet total area, Monday through Sunday, 11:00 A.M. to 11:00 P.M., Compensation: \$388.00.

The above described occupation of the public right-of-way shall exist by authority herein granted for a period of six (6) months from and after date of passage 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 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.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. 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.

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 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 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. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

Candlelite.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

Candlelite, 7452 N. Western Avenue, 480 square feet total area, Saturday through Sunday, 12:00 Noon to 11:00 P.M., Compensation: \$216.00.

The above described occupation of the public right-of-way shall exist by authority herein granted for a period of six (6) months from and after date of passage 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 Consumer Services. The grantee shall keep that portion of the public way 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.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. 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.

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 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 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 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

The Paymaster Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to the Paymaster Corporation, upon the terms and subject to the conditions of this ordinance to fence off, maintain and use a portion of W. Argyle Street, adjacent to the premises known as 1811 W. Argyle Street, to be used for employee parking. Said portion begins at the "dead-end" of W.

Argyle at the Railroad tracks and proceeds west approximately one hundred sixty feet in length and ninety-six feet 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, 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 privilege 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 to use the public way as herein granted the annual sum of One Thousand Five Hundred Four Dollars (\$1,504.00) for the first year the grantee is authorized to use the public way. For every year (12 month period) thereafter that the grantee is authorized to use the public way under this ordinance, grantee agrees to pay the previous year's annual sum plus an additional amount equal to 4 percent of that previous year's sum. (That is, the previous year's sum shall be multiplied by 1.04 to derive the annual sum due in the current year.) Grantee agrees to pay its annual compensation in advance, the first payment to be made as of the date stated in Section 1 and before a permit shall be issued, 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 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.

AUTHORITY GRANTED TO MICHIGAN AVENUE NATIONAL
BANK FOR GRANT OF PRIVILEGE IN
PUBLIC WAY.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

Ordered, That the City Comptroller is hereby authorized to issue a permit to Michigan Avenue National Bank, Land Trust No. 1082, to maintain and use three existing canopies over the public right-of-way in North Lincoln Avenue attached to the building or structure located at 2212-2218 North Lincoln Avenue for a period of three (3) years from and after January 1, 1986 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 6 feet, 6 feet and 6 feet respectively in length, nor 4 feet, 4 feet and 6 feet respectively in width: upon the filing of the acceptance and bond and payment of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Nays -- None.

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

AUTHORITY GRANTED TO AMEND ORDINANCE VACATING
PORTION OF PUBLIC ALLEY IN AREA BOUNDED
BY WEST 78TH STREET, WEST 79TH STREET,
SOUTH GREEN STREET AND SOUTH
HALSTED STREET.

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 of the City of Chicago on May 30, 1986, providing for the vacation of the east 117.5 feet, more or less of the first east-

west 16-foot public alley north of W. 79th Street in the block bounded by W. 78th Street, W. 79th Street, S. Green Street, and S. Halsted Street, be and the same is hereby amended by striking all of the ordinance as passed and substituting in lieu thereof the following 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 Lot 19; lying north of the north line of Lots 20 to 24, both inclusive; lying west of a line drawn from the southeast corner of Lot 19 to the northeast corner of Lot 20; and lying east of the west line of said Lot 19 produced south to the center line of said alley and east of the west line of Lot 24 produced north to the center line of said alley all in Block 32 in

West Auburn being a Subdivision of Blocks 17, 18, 19, 20, 29, 30, 31, and 32 of the Subdivision of the S.E. 1/4 of Section 29, Township 38 North, Range 14 East of the Third Principal Meridian;

said part of public alley herein vacated being further described as the east 117.5 feet, more or less of the first east-west 16-foot public alley north of W. 79th Street in the block bounded by W. 78th Street, W. 79th Street, S. Green Street, and S. Halsted 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 McDonald's Corporation hereby agrees to accept and maintain as private sewers all existing sewers and appurtenances thereto which are located in that part of the public alley as herein vacated.

SECTION 3. The McDonald's Corporation shall rededicate or cause to be rededicated to the public and open up for public use as a public alley the following described property:

All of the north-south 16-foot public alley vacated by ordinance passed March 4, 1958, and recorded in the Office of the Recorder of Deeds, March 27, 1958, as Document No. 17166023, being described as the vacated alley lying west of and adjoining the west line of Lots 18 and 19; lying east of and adjoining the east of Lots 31 and 32; lying south of and adjoining the north line of said Lot 18 produced west 16 feet; and lying north of a line drawn from the southwest corner of Lot 19 to the southeast corner of Lot 31 all in Block 32 of West Auburn, being a Subdivision of Blocks 17, 18, 19, 20, 29, 30, 31, and 32 in Subdivision of the S. E. 1/4 of Section 29, Township 38 North, Range 14 East of the Third Principal Meridian;

as colored in yellow and indicated by the words "To Be Dedicated" on the aforementioned drawing.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, McDonald's Corporation 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 Two Hundred Forty-five and no/100 Dollars (\$12,245.00), 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. Halsted Street and constructing paving in the alley to be dedicated. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 5. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, McDonald's Corporation 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 a plat properly executed and acknowledged, showing the vacation and dedication herein provided for.

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

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

[Drawing printed on page 32472 of this Journal.]

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

(Continued on page 32473)

"A"

West Auburn being a Sub of Blks. 17, 18, 19, 20, 29, 30, 31 and 32 of the Sub.
of S.E. 1/4 Sec. 29-38-14.

"B"

Dedication for Public Alley
Rec. Mar. 27, 1958

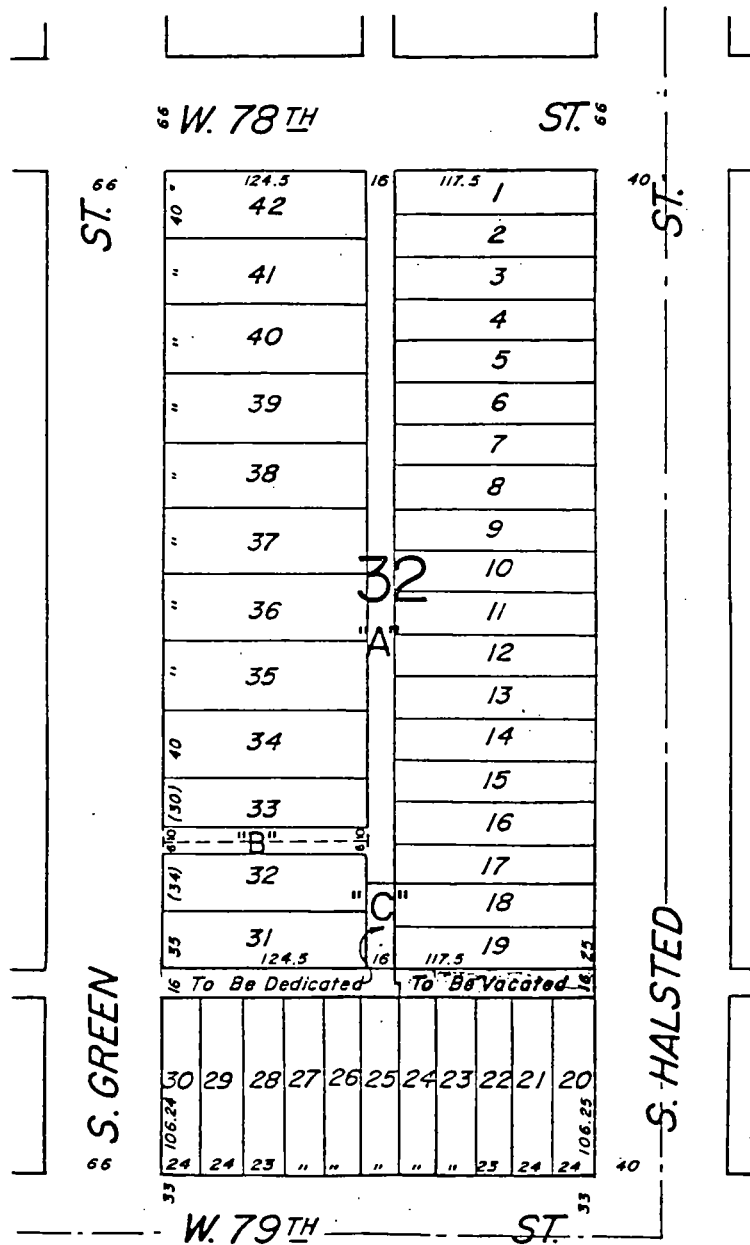
Doc. 17166022

"C"

Vacated by Ordinance Passed Mar. 4, 1958
Rec. Mar. 27, 1958

Doc. 17166023

DR. No 29-17-85-987



(Continued from page 32471)

AUTHORITY GRANTED TO AMEND VACATION OF AIR
RIGHTS OVER SPECIFIED PORTION OF
WEST VAN BUREN STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, It is necessary to correct the legal description included in the ordinance, "Vacation of Air Rights over Portion of W. Van Buren Street" as passed by the City Council December 23, 1985, Council Journal, pages 25758 and 25759, and recorded in the Office of the Recorder of Deeds in Cook County, Illinois, on March 13, 1986, as Document No. 86-100377; now, therefore,

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

SECTION 1. That the ordinance passed on December 23, 1985 as printed in the Journal of the Proceedings of the City Council of the City of Chicago of said date, pages 25758 and 25759, providing for vacation of air rights over a portion of W. Van Buren Street, be and the same is hereby amended by striking out all of the ordinance as passed and substituting in lieu thereof the following 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 street 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 W. Van Buren Street described as follows:

A part of the space in W. Van Buren Street lying south of and adjoining the south line of Lot 2 or Block 2, and said south line extended west, in the Board of Trade Addition To Chicago, being a Subdivision of parts of Blocks 98 and 115, in School Section Addition To Chicago, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, which part lies within the vertical extension of the boundaries described as follows:

Beginning on the south line of Lot 2 or Block 2, aforesaid, (being also the north line of W. Van Buren Street) at a point which is 9.25 feet east from the southwest corner of said Lot 2 or Block 2, and running thence west along said south line and along said south line extended, a distance of 21.12 feet;

Thence south perpendicular to said last described line, a distance of 66.00 feet to a point on the south line of said W. Van Buren Street, being also the north line of Lot 1 in Peter Temple's Subdivision of Block 99, and that part of the Subdivision of

Block 114 (taken as a tract, including vacated alleys) all in the aforementioned School Section Addition To Chicago;

Thence east along the south line of W. Van Buren Street a distance of 21.12 feet, and Thence north, a distance of 66.00 feet, to the point of beginning, and which part of said space lies above a horizontal plane 68.15 feet above Chicago City Datum, and below a horizontal plane 95.05 feet above Chicago City Datum, in Cook County, Illinois;

said part of public street herein vacated is 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, the Board of Trade of the City of Chicago and the American National Bank and Trust Company of Chicago, as Trustee, Trust No. 54793, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said part of public street hereby vacated, the sum of Eighteen Thousand Five Hundred and no/100 Dollars (\$18,500.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Board of Trade of the City of Chicago and the American National Bank and Trust Company of Chicago, as Trustee, Trust No. 54793, 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.

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

[Drawings printed on pages 32475 through
32476 of this Journal.]

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

(Continued on page 32477)

"A"

S.W. Shermans Subdivision of Blk 98 School Section Addition to Chicago of Sec. 16-39-14.

"B"

Subdivision of Blk. 115 School Sec. Add. to Chicago of Sec. 16-39-14.

"C"

Alley Vacated by Ordinance passed Mar. 28, 1848.

"D"

Ord. for Vacation of LaSalle St. and Widening of Sherman St. & Pacific Av. between Jackson and Van Buren Sts. Passed June 23, 1881.

"E"

*Lots Vacated by Instrument
Rec. June 9, 1883*

Doc. 474487

"F"

Board of Trade Add. to Chicago a Sub. of part of Blks. 98 & 115 School Sec. Add. to Chicago of Sec. 16-39-14.

"G"

Peter Temple's Sub. of Blk. 99 School Sec. Add etc. (See "A")

"H"

Sub. of Blk. 114 School Sec. Add. etc. (See. "A")

"J"

Vacated by Ordinance Passed Feb. 29, 1980

Rec. Aug. 12, 1980

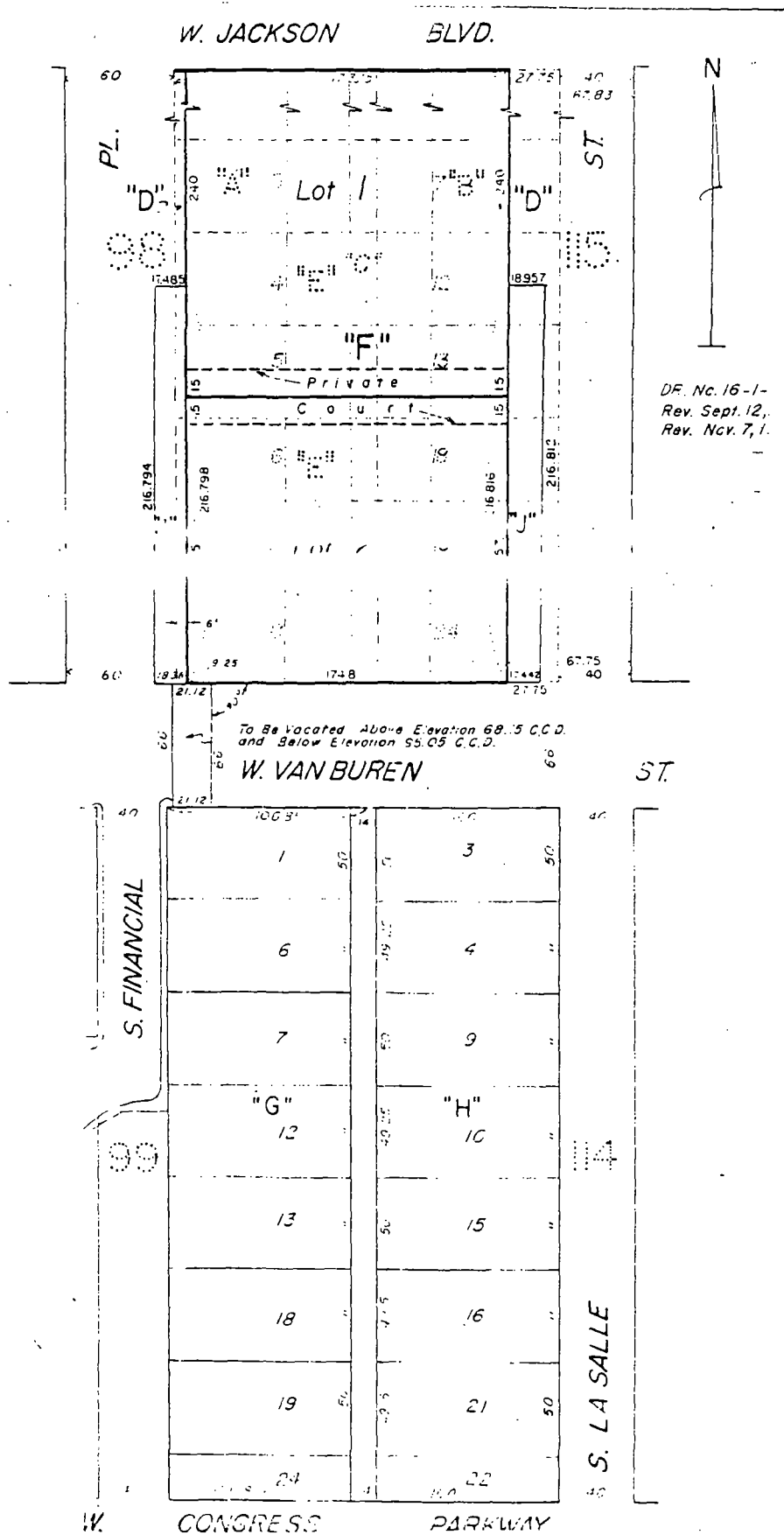
Pedestrian Easement Above 14.00 ft. C.C.D. and below 29.00 ft. C.C.D. Doc. 25545765

(Ordinance) Rec. Aug. 12, 1980

(Agreement) Rec. Aug. 12, 1980

Doc. 25545767

Doc. 25545768



(Continued from page 32474)

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Nays -- None.

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

AUTHORITY GRANTED TO VACATE REMAINING
PORTION OF NORTH NURSERY STREET
BETWEEN NORTH WAYNE AND
NORTH LAKEWOOD
AVENUES.

The Committee on Streets and Alleys submitted a report recommending that 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 street 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 N. Nursery Street lying northeasterly of the northeasterly line of Lots 3 to 15, both inclusive, in Block 10 in

Resubdivision of Sub Block 10 in Sheffield's Nursery Subdivision of Block 13 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14 East of the Third Principal Meridian;

lying southwesterly of the southwesterly line of Lots 3 to 16, both inclusive, and southwesterly of the southwesterly line of Lots 46 and 47 and southwesterly of the southwesterly line of the alley vacated by Document No. 1102529 between Lots 16 and 47, all in Block 11 in

Subdivision of Block 13 in Sheffield's Addition to Chicago aforementioned;

lying southeasterly of a line drawn from the northwest corner of Lot 15 in Block 10 in Resubdivision of Sub Block 10 aforementioned, to the southwest corner of Lot 46 in Block

11 in Subdivision of Block 13 aforementioned; and lying westerly of and adjoining the following described line: Beginning at a point on the northeasterly line of Lot 3, said point being 58.0 feet northwesterly of the southeasterly line of Lot 1, as measured along the northeasterly line of Lots 1, 2, and 3 in Resubdivision of Sub Block 10 aforementioned; thence north along a straight line to a point on the southwesterly line of Lot 3 being 69.33 feet, measured perpendicularly, west from the east line of Lot 1, in Block 11 in Subdivision of Block 13 aforementioned; said part of public street herein vacated being further described as all of the remaining part of N. Nursery Street between N. Wayne Avenue and N. Lakewood 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 public street as herein vacated, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made; subject to existing railroad track ordinances and Chicago Title and Trust Company, as Trustee, Trust No. 1087670, hereby agrees to accept the terms and conditions of all existing ordinances between the City of Chicago and the railroads occupying that part of N. Nursery Street herein vacated.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Chicago Title and Trust Company, as Trustee, Trust No. 1087670, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated, the sum of Two Hundred and Five Thousand and no/100 Dollars (\$205,000), which sum in the judgment of this body will be equal to such benefits.

SECTION 5. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Chicago Title and Trust Company, as Trustee, Trust No. 1087670, 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 6. This ordinance shall take effect and be in force from and after its passage.

[Drawing printed on page 32479 of this Journal.]

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

(Continued on page 32480)

"A"

Resub. of Subblk. 10 in Sheffield's Nursery Sub.
of Block 13 in Sheffield's Add. to Chicago in
Sec. 32-40-14.

"B"

Sub of Blk 13 in Sheffield's Add to Chicago
etc. (See "A").

"C"

Vacated by Instrument.
Rec. May 17, 1889

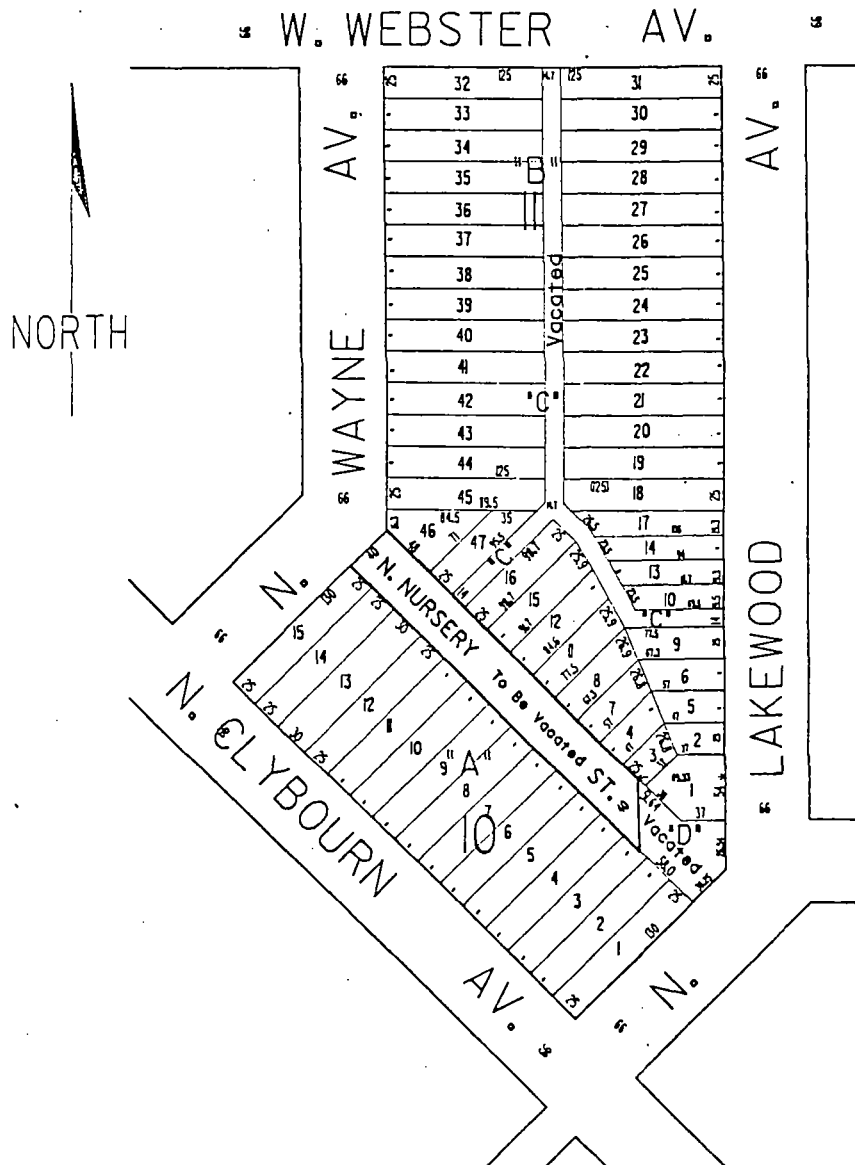
Doc. #1102529

"D"

Vacated by Ordinance Passed June 10, 1975.
Rec. Nov. 6, 1975

Doc. #23284858

DR. No. 32-43-85-968



(Continued from page 32478)

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

PUBLIC ALLEY VACATED IN AREA BOUNDED BY
WEST 31ST STREET, WEST 32ND STREET,
SOUTH KOMENSKY AVENUE AND
SOUTH PULASKI ROAD.

The Committee on Streets and Alleys submitted a report recommending that 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, in Block 1 in

Horace R. Hughes' Subdivision of the E. 1/2 of the N.E. 1/4 of the N.E. 1/4 of Section 34, Township 39 North, Range 13 East of the Third Principal Meridian; lying north of the north line of Lot 1 in E. J. Ponos' Resubdivision of Lots 23 to 46, both inclusive, in Block 1 and Lots 27 to 34, both inclusive, in Block 2 in Horace R. Hughes' Subdivision aforementioned;

lying west of a line drawn from the southeast corner of Lot 1 in Horace R. Hughes' Subdivision aforementioned, to the northeast corner of Lot 1 in E. J. Ponos' Resubdivision aforementioned; and lying east of the northwardly extension of the west line of Lot 1 in E. J. Ponos' Resubdivision aforementioned; said part of public alley herein vacated being further described as the east 124.5 feet of the east-west 16-foot public alley in the block bounded by W. 31st Street, W. 32nd Street, S. Komensky Avenue, and S. Pulaski Road 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 all 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 Pioneer Bank and Trust Company, Successor Trustee to the Lawndale National Bank of Chicago, as Trustee, Trust No. 3886, and Dale R. Hahn and Patricia Hahn, 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 Seventeen Thousand and no/100 Dollars (\$17,000.00), 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. Pulaski Road. 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 Pioneer Bank and Trust Company, Successor Trustee to the Lawndale National Bank of Chicago, as Trustee, Trust No. 3886, and Dale R. Hahn and Patricia Hahn, 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 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing printed on page 32482 of this Journal.]

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

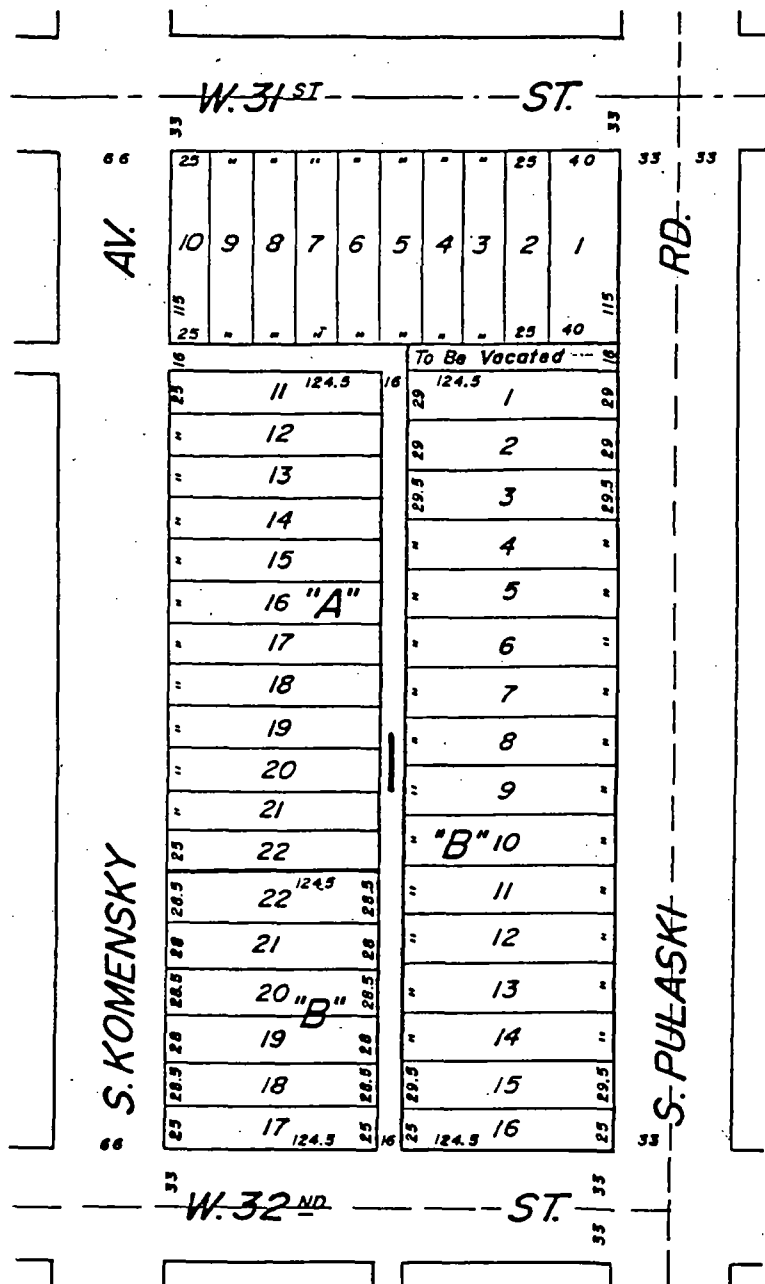
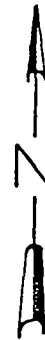
"A"

Horace R. Hughes Sub. of the E. 1/2 NE. 1/4 NE. 1/4 of Sec. 34-39-13:

"B"

E. J. Ponos' Resub. of Lots 23 to 46 both Inclusive in Blk. 1 and Lots 27 to 34 both Inclusive in Blk. 2 in Horace R. Hughes Sub. etc. (See "A")

DR. No. 34-22-84-946



PUBLIC ALLEY VACATED IN AREA BOUNDED BY WEST
BELDEN AVENUE, WEST WEBSTER AVENUE, NORTH
WAYNE AVENUE AND NORTH LAKEWOOD
AVENUE.

The Committee on Streets and Alleys submitted a report recommending that 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 north of the north line of Lots 27, 28, 29 and 30; lying south of the south line of Lot 31; lying west of a line drawn from the northeast corner of Lot 30 to the southeast corner of Lot 31; and lying east of a straight line extending south from a point on the north line of Block 6, which is 82.26 feet west of the northeast corner of said Block 6, to a point on the south line of said Block 6, which is 83.90 feet west of the southeast corner of said Block 6, all in Block 6 in

George Ward's Subdivision of Block 12 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14 East of the Third Principal Meridian;

said part of public alley herein vacated being further described as the east 83.57 feet, more or less, of the east-west 16-foot public alley in the block bounded by W. Belden Avenue, W. Webster Avenue, N. Wayne Avenue and N. Lakewood 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. 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, LaSalle National Bank and Trust Company, as Trustee, Trust No. 110243, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of Forty-five Thousand Nine Hundred Eighty-one and no/100 Dollars (\$45,981), 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 W. Lakewood 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 LaSalle National Bank and Trust Company, as Trustee, Trust No. 110243, 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 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing printed on page 32485 of this Journal.]

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF
DEDICATION FOR PUBLIC RIGHT-OF-WAY EAST
OF NORTH MELVINA AVENUE.

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 plat of dedication of an east-west public right-of-way located 360.0 feet east of the east line of N. Melvina Avenue and running east a distance of 280.0 feet for Citizen's Bank and Trust Company, as Trustee, Trust No. 66-4499 and Parkway Bank and Trust Company, as Trustee, Trust No. 7399, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 17-38-86-1074).

(Continued on page 32486)

(Continued from page 32484)

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

[Plat of Dedication printed on page 32487 of this Journal.]

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

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 April 23, 1986, two proposed orders for specified alley improvements by special assessment, submitted separate reports recommending that the City Council pass said proposed orders transmitted therewith.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

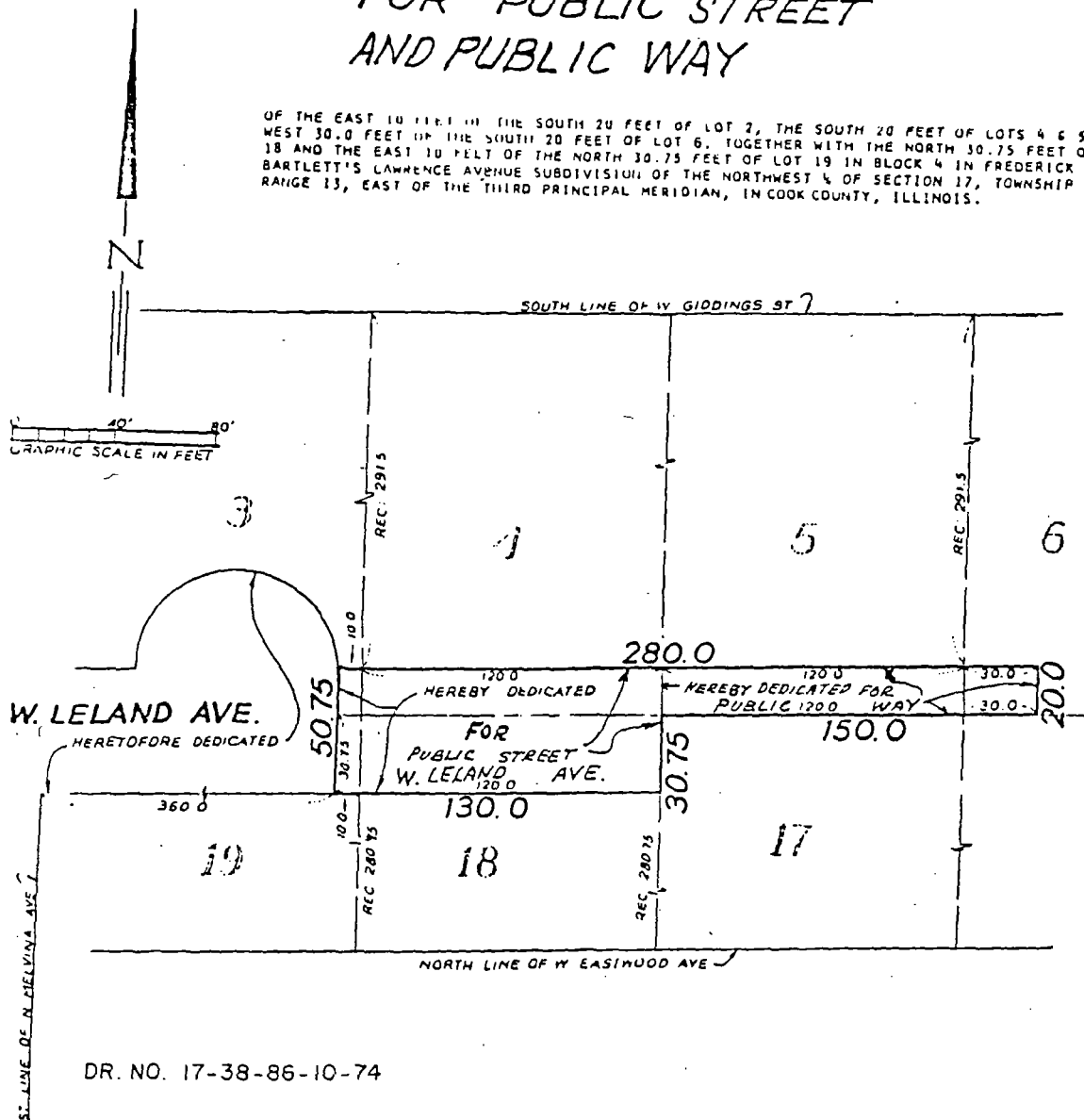
Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said orders as passed (the italic heading in each case not being a part of the order):

(Continued on page 32488)

PLAT OF DEDICATION
FOR PUBLIC STREET
AND PUBLIC WAY

OF THE EAST 10 FEET IN THE SOUTH 20 FEET OF LOT 2, THE SOUTH 20 FEET OF LOTS 4 & 5 AND THE WEST 30.0 FEET OF THE SOUTH 20 FEET OF LOT 6, TOGETHER WITH THE NORTH 30.75 FEET OF LOT 18 AND THE EAST 10 FEET OF THE NORTH 30.75 FEET OF LOT 19 IN BLOCK 4 IN FREDERICK H. BARTLETT'S LAWRENCE AVENUE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



DR. NO. 17-38-86-10-74

(Continued from page 32486)

*Alley bounded by West 124th Street, South Emerald Avenue,
West 125th Street and South Union Avenue.*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to instituting the necessary proceedings for the paving with concrete, by special assessment, the alley from W. 124th Street, S. Emerald Avenue, W. 125th Street and S. Union Avenue.

*Alley bounded by South Wallace Street, West 121st Street,
West 123rd Street and South Parnell Avenue.*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to instituting the necessary proceedings for the paving with concrete, by special assessment, the alley bounded by S. Wallace Street, W. 121st Street, W. 123rd Street and S. Parnell Avenue.

MUNICIPAL CODE CHAPTER 99 AMENDED BY ADDING NEW
SECTION 99-42.2 CONCERNING ILLEGAL DUMPING.

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 Chapter 99 of the Municipal Code of Chicago is hereby amended by inserting therein, in its proper numerical sequence, a new section to be known as Section 99-42.2, and to read in italics as follows:

99-42.2. In addition to other penalties cited in this Chapter, any person or business found guilty of violating the provisions of Sections 99-14 through 99-42.1 inclusive, and who or which performs under contract with the City of Chicago in any capacity, shall have such contract declared null and void immediately upon such finding.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF
DEARBORN PARK UNIT 2 SUBDIVISION BOUNDED BY
WEST ROOSEVELT ROAD, WEST 15TH STREET,
SOUTH CLARK STREET AND SOUTH
STATE STREET.

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 plat of Dearborn Park Unit No. 2 Subdivision, located in the area bounded by W. Roosevelt Road, W. 15th Street, S. Clark Street, and S. State Street for the Dearborn Park Corporation, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 21-1-86-1045).

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

[Plat of Dearborn Park Unit 2 is printed on pages
32490 through 32496 of this Journal.]

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

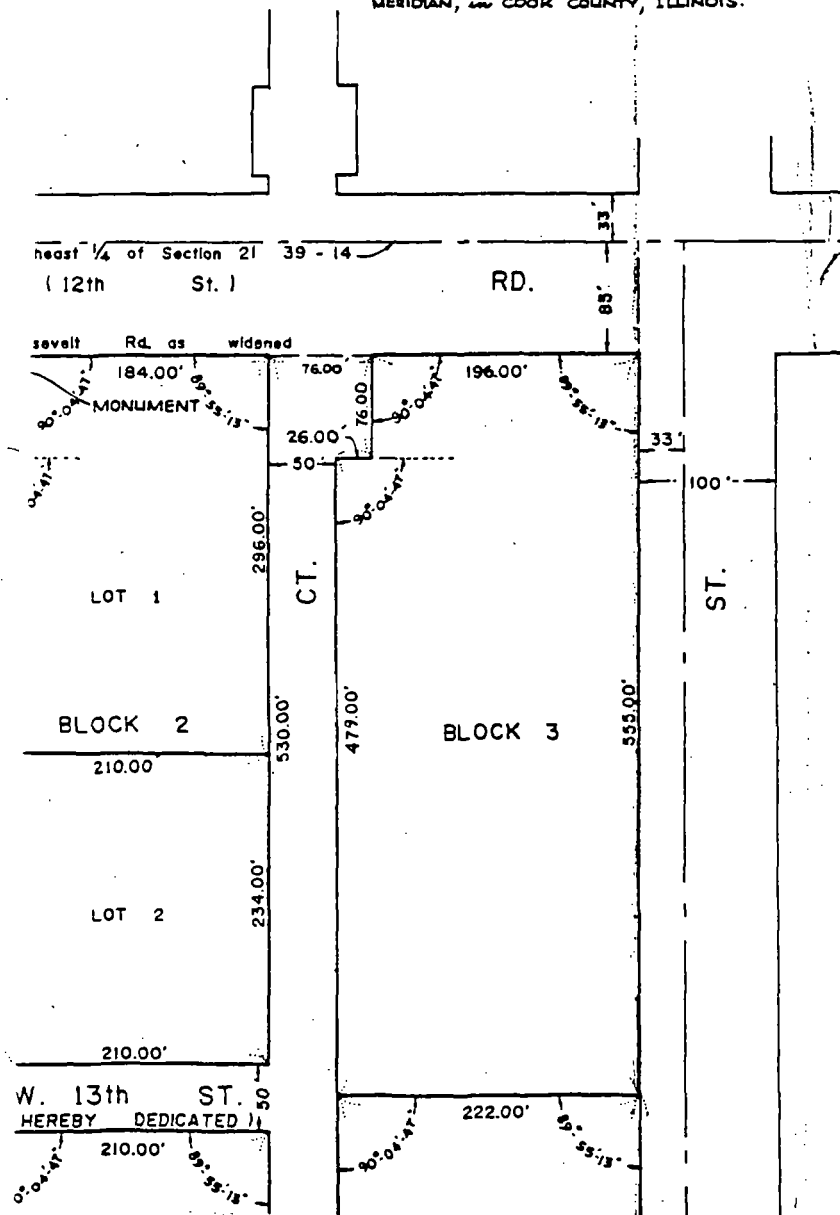
Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

MUNICIPAL CODE CHAPTER 27, SECTION 279.2 AMENDED
CONCERNING HORSE DRAWN CARRIAGES.

(Continued on page 32497)

DEARBORN PARK UNIT No 2.

BEING A RE-SUBDIVISION OF SUNDRY LOTS, AND VACATED STREETS AND ALLEYS IN PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

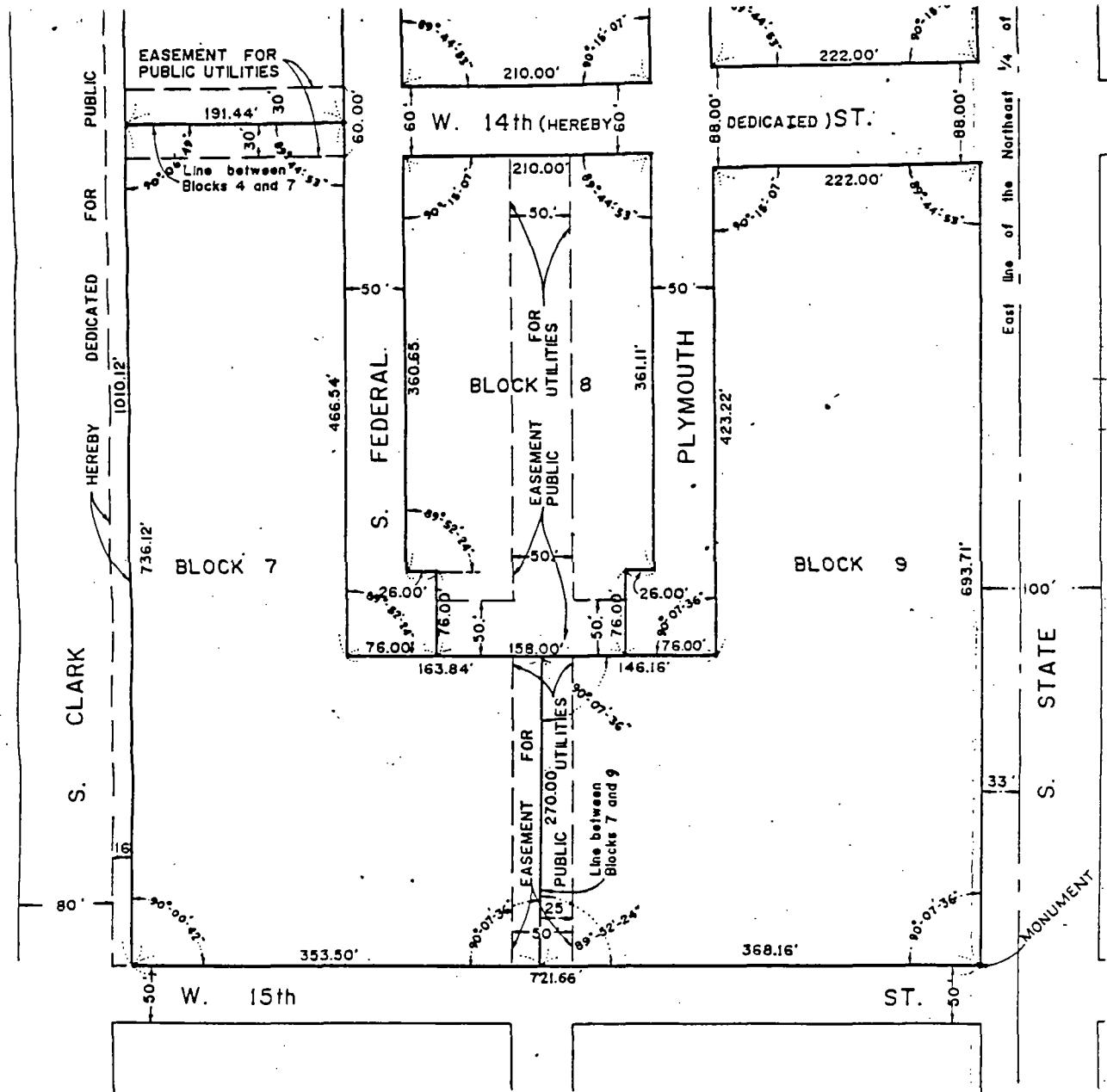


STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

THE UNDERSIGNED, DIVIDENDI, A CORPORATION OF ILLINOIS, FILES THAT IT IS THE OWNER OF THE LAND SHOWN AS CAUSED SAID PLAT HEREIN IN WITNESS WHEREOF IT HAS CAUSED ITS CORPORATE SEAL TO BE SIGNED TO THESE PRESENTS SECRETARY THIS _____ DAY OF _____

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

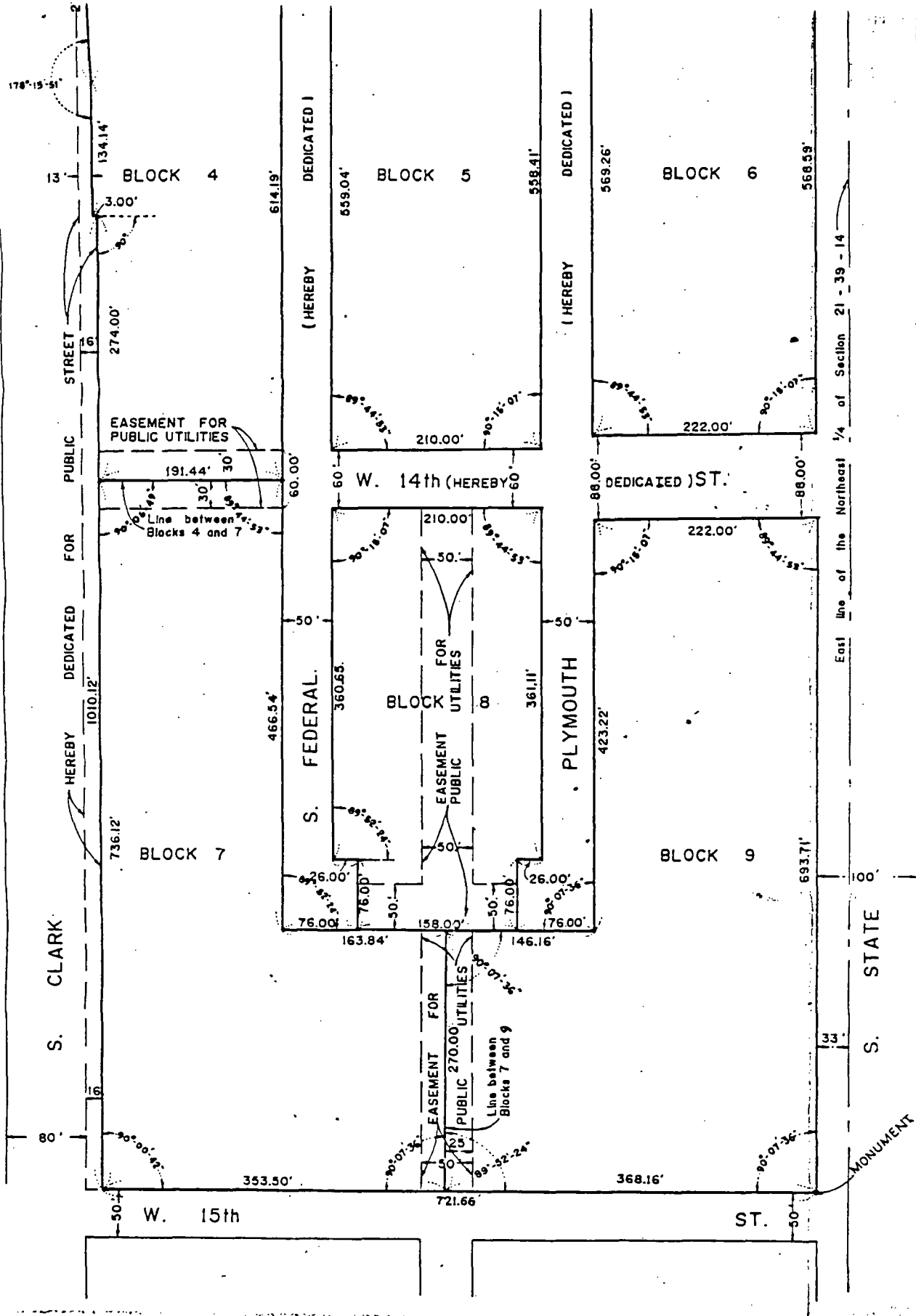
I, _____, FOR SAID COUNTY IN THE STATE OF ILLINOIS, PI (LIMITED DIVIDENDI), A CORPORATION OF ILLINOIS, SEEN AND KNOWN TO ME TO BE THE SAME, THE FOREGOING INSTRUMENT AND RESPECTIVELY, APPEARED BEFORE ME AND ACKNOWLEDGED THAT THEY SIGNED THE INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT OF SAID CORPORATION PURPOSES THEREIN SET FORTH: AND THE SAID SECRETARY DID AFFIX SAID SEAL TO THE INSTRUMENT AS THE FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT, AS OWNER, FOR THE USES AND PURPOSES SET FORTH: GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, A.D., 1986.



his instrument was prepared by

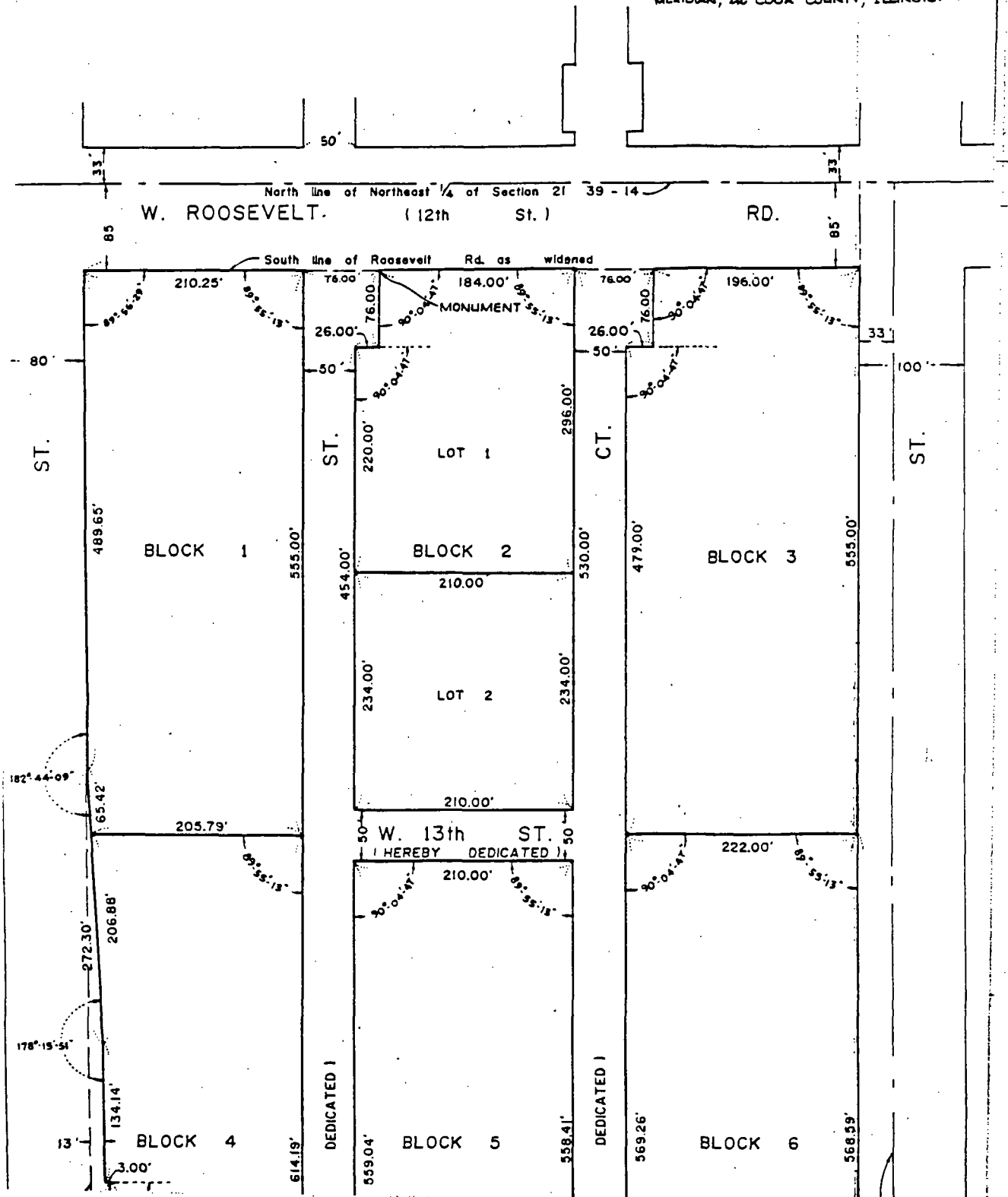
HICAGO GUARANTEE SURVEY COMPANY
 35 W. Madison St., Chicago, Illinois 60602
 ate MAY 29, 1986

Order No. 8601009-SUB



DEARBORN PARK

BEING A RE-SUBDIVISION OF SUNDRY LOTS, AND
AND ALLEYS IN PART OF THE NORTHEAST QUARTER
21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF
MERIDIAN, IN COOK COUNTY, ILLINOIS.



STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

THE UNDERSIGNED, DEARBORN PARK CORPORATION (LIMITED DIVIDEND), A CORPORATION OF THE STATE OF ILLINOIS, HEREBY CERTIFIES THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED HEREON, AND THAT IT HAS CAUSED SAID PROPERTY TO BE SURVEYED AND RE-SUBDIVIDED AS SHOWN ON THE PLAT HEREON DRAWN.

IN WITNESS WHEREOF, SAID DEARBORN PARK CORPORATION HAS CAUSED ITS CORPORATE SEAL TO BE HERETO AFFIXED AND ITS NAME TO BE SIGNED TO THESE PRESENTS BY ITS PRESIDENT AND ATTESTED BY ITS SECRETARY THIS _____ DAY OF _____, A.D., 1986.

DEARBORN PARK CORPORATION

BY: _____
PRESIDENT

ATTEST: _____
SECRETARY

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

I, _____, A NOTARY PUBLIC, IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____, PRESIDENT OF DEARBORN PARK CORPORATION (LIMITED DIVIDEND), A CORPORATION OF THE STATE OF ILLINOIS, AND _____, SECRETARY OF SAID CORPORATION, ARE KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND AS SUCH PRESIDENT AND SECRETARY, RESPECTIVELY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED, SEALED AND DELIVERED THE SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, AS OWNER, FOR THE USES AND PURPOSES THEREIN SET FORTH;

AND THE SAID SECRETARY DID ALSO THEN AND THERE ACKNOWLEDGE THAT HE AS CUSTODIAN OF THE CORPORATE SEAL OF SAID CORPORATION, DID AFFIX SAID SEAL TO SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, AS OWNER, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D., 1986.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

THE FIRST NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, BY VIRTUE OF CERTAIN MORTGAGES RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON THE 23RD DAY OF NOVEMBER, 1981, AS DOCUMENT NO. 26047048 AND AS DOCUMENT NO. 26047049, HAS AN INTEREST IN THE HEREIN DESCRIBED PROPERTY AND HEREBY CONSENTS TO THE SUBDIVISION AND PLAT HEREON DRAWN.

IN WITNESS WHEREOF SAID FIRST NATIONAL BANK OF CHICAGO, HAS CAUSED THIS INSTRUMENT TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS ON ITS BEHALF THIS _____ DAY OF _____, A.D., 1986.

THE FIRST NATIONAL BANK OF CHICAGO

BY _____ VICE PRESIDENT

ATTEST _____

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____, PERSONALLY KNOWN TO ME TO BE VICE PRESIDENT OF THE FIRST NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AND _____, PERSONALLY KNOWN TO ME TO BE _____ OF SAID ASSOCIATION, BOTH PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT OF SAID ASSOCIATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D., 1986.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

STATE OF ILLINOIS)
COUNTY OF COOK .) S.S.

CHICAGO GUARANTEE SURVEY COMPANY, AN ILLINOIS CORPORATION, LICENSED AS AN ILLINOIS REGISTERED LAND SURVEYOR, HEREBY CERTIFIES THAT A SURVEY AND RESUBDIVISION HAS BEEN COMPLETED, UNDER THE DIRECTION AND SUPERVISION OF JOHN A. ERNST, AN ILLINOIS REGISTERED LAND SURVEYOR, OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE EAST HALF OF THE FRACTIONAL NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 21, LYING NORTH OF THE NORTH LINE OF 15TH STREET, LYING WEST OF THE WEST LINE OF STATE STREET (SAID WEST LINE OF STATE STREET BEING A LINE 33 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21) AND LYING EAST OF THE EAST LINE OF S. CLARK STREET (SAID S. CLARK STREET BEING 80 FEET IN WIDTH); ALL IN COOK COUNTY, ILLINOIS;

AND BEING COMPRISED OF THE SUNDRY LOTS, BLOCKS, SUBDIVISIONS, STREETS AND ALLEYS LYING WITHIN THE ABOVE DESCRIBED TRACT.

ALL AS SHOWN ON THE ANNEXED PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND RE-SUBDIVISION WITH DISTANCES BEING SHOWN IN FEET AND DECIMAL PARTS THEREOF.

CHICAGO GUARANTEE SURVEY COMPANY FURTHER CERTIFIES THAT NO PART OF THE PROPERTY INCLUDED IN THIS RE-SUBDIVISION IS WITHIN 500 FEET OF ANY WATER COURSE OR SURFACE DRAIN SERVING A TRIBUTARY AREA OF 640 ACRES OR MORE.

DATED AT CHICAGO, ILLINOIS, THIS 28 DAY OF

May, A.D., 1986.

CHICAGO GUARANTEE SURVEY COMPANY

BY Harry L. Lammann
PRESIDENT

ATTEST Rhet J. Hannan
SECRETARY



(Continued from page 32489)

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 Municipal Code of Chicago, Chapter 27, Section 3, Paragraph 279.2, is hereby amended by adding the language in italics and deleting the language in brackets to read as follows:

[(e) No horse drawn carriage shall be driven within the area bounded by Walton Street, Lake Shore Drive, Pearson Street and Seneca Street.]

(e) No horse drawn carriage shall be driven at any time on the following streets:

- (1) East Lake Shore Drive from North Michigan Avenue to North Lake Shore Drive.*
- (2) East Walton Street from North Mies van der Rohe Street to North Lake Shore Drive.*
- (3) East Chestnut Street from North Mies van der Rohe Street to North Lake Shore Drive.*
- (4) East Pearson Street from North Mies van der Rohe Street to North Lake Shore Drive.*
- (5) North Lake Shore Drive from East Lake Shore Drive to East Chicago Avenue.*

(f) No horse drawn carriage shall make a left turn at any time unto any City street.

SECTION 2. This ordinance shall be in effect upon its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

AUTHORITY GRANTED FOR AMENDMENT OF ORDER FOR
GRANT OF PRIVILEGE TO LA SALLE NATIONAL
BANK, U/T 107684.

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 order passed by the City Council on October 9, 1985, page 20481, granting permission to LaSalle National Bank, U/T No. 107684, upon the terms and subject to the conditions of this order to maintain and use a canopy over the public way; for a period of three (3) years from and after October 9, 1985, be and the same is hereby amended by striking out Section 1, as printed, the following:

LaSalle National Bank, U/T No. 107684

and inserting in lieu thereof;

Chicago Title & Trust, U/T 1087937.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

AUTHORITY GRANTED FOR AMENDMENT OF ORDINANCE
AND ORDER FOR GRANT OF PRIVILEGE TO
WIEBOLDT'S STORES, INCORPORATED.

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 following ordinance and order passed by the City Council on November 12, 1982, page 13436, bridge, vaults and subway connection, and March 30, 1984, page 5823, twelve canopies which granted permission and authority to Wieboldt's Stores, Inc., to maintain and use the above mentioned privileges on, over and under the public way; be and same is hereby amended by striking out of Section 1, as printed, the following:

"Wieboldt's Stores, Inc."

and inserting in lieu thereof:

"Boulevard Bank National Association, U/T 8130".

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Nays -- None.

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

AUTHORITY GRANTED FOR AMENDMENT OF ORDINANCE FOR
GRANT OF PRIVILEGE TO TEMPO RESTAURANT.

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 of Chicago on April 9, 1986, granting permission to Tempo Restaurant, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe -- be and the same is hereby amended in Section 1, to read as follows:

Tempo Restaurant, 1 E. Chestnut Street, readily removable railings, Monday through Sunday, 10:00 A.M. to 10:00 P.M., Compensation: \$1,080.00.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

AUTHORITY GRANTED FOR CHANGING ENTRANCE TO STEARN'S
QUARRY FROM SOUTH POPLAR AVENUE TO
SOUTH HALSTED STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council adopt the following proposed resolution:

WHEREAS, Stearn's Quarry is located in the 11th Ward of Chicago; and

WHEREAS, Presently, the area for entry to the quarry is in the 2800 block of South Poplar Avenue, which is located in a residential area; and

WHEREAS, There has become a severe health hazard in the residential area, due to the amount of trucks and other traffic that enter the quarry in this area and the dust that is created as a result; and

WHEREAS, The Poplar Avenue entrance has created unnecessary pollution and environmental problems in the community; now, therefore,

Be It Resolved, That the Commissioner of Streets and Sanitation is authorized and directed to give consideration to changing the entranceway from the Poplar Avenue entrance to an entrance on Halsted Street, the east boundary of the quarry, or on 27th Street, the northern boundary; and

Be It Further Resolved, That this request be in effect as soon as possible.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Nays -- None.

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

AUTHORITY GRANTED FOR INSTALLATION OF PERMANENT
TYPE BARRICADE FOR PUBLIC EASEMENT AT
8220 SOUTH KOMENSKY AVENUE.

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 give consideration to the installation of a "Permanent Type Barricade" for a public easement for pedestrians only traffic between S. Komensky Avenue and S. Karlov Avenue, at approximately 8220 S. Komensky Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Nays -- None.

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

AUTHORITY GRANTED FOR INSTALLATION AND MAINTENANCE
OF TWO INFORMATIONAL PYLONS AT 444 EAST
ONTARIO STREET.

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. The Commissioner of the Department of Public Works is hereby authorized to issue the necessary permits to Onterie Center, its successors and assigns as the property owner, of the property located at 446 East Ontario, for the installation and maintenance of two informational pylons to be located upon the public right-of-way bordering the property at approximately 444 East Ontario Street. The location and specifications for such 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 such 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. Property owner shall keep that portion of the public right-of-way over or under such 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 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 liabilities, lien, judgment, cost, damage and expense of whatsoever kind 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, 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 such 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 such 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 property owner. Upon such revocation of the authority granted herein, 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 Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

AUTHORITY GRANTED TO INSTALL AND PLANT THREE
TREES AND TREE GRATES AT 212 WEST
KINZIE BUILDING.

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 212 West Kinzie Building to install and plant three (3) trees and tree grates at the above location, such 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 Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

AUTHORITY GRANTED TO INSTALL AND ERECT AN
ORNAMENTAL IRON FENCE AT 717 NORTH
MICHIGAN AVENUE BUILDING.

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 717 North Michigan Avenue Building to install and erect an ornamental iron fence around the four grassy areas in front of 717 North Michigan Avenue Building along the Avenue, such 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 Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Nays -- None.

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

AUTHORITY GRANTED TO PLACE PLANTERS AT
SPECIFIED LOCATIONS FOR LINCOLN
SQUARE CHAMBER OF COMMERCE.

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 "Place Planters" at the following locations under the City of Chicago Street Amenities Act for the Lincoln Square Chamber of Commerce:

4801 N. Western Avenue

4819 N. Western Avenue

4839 N. Western Avenue

4700 N. Western Avenue

4900 N. Western Avenue

2229 W. Lawrence Avenue

2300 W. Lawrence Avenue

4524 N. Lincoln Avenue

4535 N. Lincoln Avenue

4537 N. Lincoln Avenue

4541 N. Lincoln Avenue

4567 N. Lincoln Avenue

4632 N. Lincoln Avenue

4634 N. Lincoln Avenue

4635 N. Lincoln Avenue

4647 N. Lincoln Avenue

4747 N. Lincoln Avenue

4751 N. Lincoln Avenue

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 49.

Nays -- None.

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

AUTHORITY GRANTED TO EXECUTE AGREEMENT WITH
AMOCO CORPORATION FOR INSTALLING FIBER
OPTIC CABLE SYSTEM ON PORTIONS
OF PUBLIC WAY.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The telecommunications industry is being transformed into a competitive industry; and

WHEREAS, A large number of telecommunications companies have requested permission to place fiber optic cables in the public ways of Chicago; and

WHEREAS, It is in the best interest of the City of Chicago to facilitate the development of a competitive fiber optic telecommunications industry serving the City of Chicago; and

WHEREAS, It is in the best interest of the City of Chicago that the City receive fair and reasonable compensation from telecommunications companies using the public ways for fiber optics telecommunications; and

WHEREAS, The City of Chicago wishes to enter into agreements which are uniform in terms and conditions to the greatest extent possible with all of the telecommunications companies which have requested permission to place fiber optic cables in the public ways; and

WHEREAS, AMOCO Corporation, a corporation organized under the laws of the State of Indiana, is engaged in the business of exploration, refining and distribution of petroleum products, and wishes to construct, maintain and operate a private line fiber optics telecommunications system in the City of Chicago; now, therefore,

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

SECTION 1. Subject to approval of the Corporation Counsel as to form and legality, the Mayor and the City Comptroller are authorized to execute, on behalf of the City of Chicago, and the City Clerk is authorized to attest, an agreement between the City of Chicago and AMOCO Corporation for the construction, installation, maintenance and operation of a fiber optic telecommunications system in the public way, said agreement to be in the form attached hereto as Exhibit A.

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

License Agreement attached to this ordinance reads as follows:

Exhibit A.

Whereas, AMOCO Corporation, a corporation organized and existing under the laws of the State of Indiana (hereinafter "grantee"), desires to place a fiber optics cable system within the public way of the City of Chicago; and

Whereas, grantee wishes to obtain a license to use the public ways of the City of Chicago, and the City of Chicago desires to grant a license to grantee;

It is Therefore Agreed by and Between the Parties:

Section 1. Permission and authority are hereby granted to AMOCO Corporation, a corporation organized and existing under the laws of the State of Indiana (hereinafter "grantee"), upon the terms and subject to the conditions of this agreement to construct, install, renew, repair, maintain and operate a fiber optic cable system in the public way to provide point-to-point telecommunications services for its own internal purposes and not to resell the services or cable to another user for wholesale or resale purposes, as hereinafter described. Grantees's system shall extend for a distance of 640 lineal feet, or .121 miles, within Chicago's municipal limits along the following route:

Exit the premises at 200 East Randolph from the northwest corner and enter City conduit at the intermediate level of Stetson Avenue and proceed in a northerly direction on the east side of Stetson to the corner of East Southwater, a distance of approximately 357 feet.

Continue along East Southwater and proceed in a westerly direction on the south side of East Southwater and exit at the third manhole, for a distance of 283 feet.

The fiber optic system described above shall run in the public way for a total distance of 640 lineal feet, and is also described in Exhibit 1 of this ordinance.

Section 2. Authority for this privilege shall remain in effect for five (5) years from the date of approval of this agreement by the Chicago City Council and shall be automatically extended thereafter pursuant to this agreement, subject to the unlimited right of either the grantee or the City of Chicago (or both) to terminate the agreement embodying this ordinance, effective on any date after 5 years from the date of approval of this agreement upon six (6) months written notice of such termination delivered to the chief executive officer(s) of grantee or to the City of Chicago, City Comptroller respectively.

The City shall have the right to renegotiate the amount and terms of compensation as specified in Section 6 for use of the public way by grantee at successive five (5) year intervals marked from the date of passage of this ordinance by the Chicago City Council. The City can exercise this right at anytime within the 12-month period following the date marking each successive five year interval upon two-weeks written notice to the grantee. The compensation shall be adjusted in a non-discriminatory and reasonable manner.

Section 3. Grantee shall not transfer its ownership or the use of its fiber optic cable through the sale, merger, consolidation, foreclosure, or through any other such manner, nor sublease the rights or authority herein granted or any space that its facilities occupy or have occupied pursuant to this agreement without the prior approval of the Chicago City Council. Grantee can, however, pledge its common stock and facilities as collateral to its lenders and/or investors for purposes of providing security interests. Grantee shall submit to the City of Chicago, Office of the City Comptroller, on an annual basis at the time of submission of grantee's independent certified financial statements pursuant to Section 7 of this ordinance a statement of ownership interest. If any time after five years from the effective date of this agreement there is a change in the controlling ownership interest of

grantee, the City has the right based upon good cause shown to void this agreement with grantee and the permission and authority herein granted upon six (6) months written notice of such termination delivered to the chief executive officer(s) of grantee.

Section 4. The location of said facilities, and the construction and installation thereof, or any change thereof including extension, reduction or removal of the telecommunications systems shall be subject to the approval of the Commissioner of Public Works which approval shall not be unreasonably withheld. Grantee is aware that in some cases related to grantee's proposed use of the public way approvals from other City Departments, such as Streets and Sanitation, and Inspectional Service and/or may be required.

Grantee shall place on file with the Commissioner of Public Works and with the Office of the City Comptroller, Real Estate Division, prints, plans and maps showing the proposed location of each telecommunications facility to be installed, the location of each conduit to be entered, and the number of manholes or other openings to gain access to said conduit; and no telecommunications facility shall be installed in or under any conduit, vault, tunnel, street, alley, viaduct, subway, elevated roadway, elevated railway, bridge, railroad right of way, river or other public way, until a permit therefor is issued by the Commissioner of Public Works, which permit shall indicate the time, manner and place of laying or installing each such telecommunications facility.

If the location of conduits, telecommunications facilities, and other fixtures or the installation or laying of the same does not interfere with the use of the vaults, tunnels, conduits, streets, alleys, viaducts, subways, elevated roadways, elevated railways, railroad rights of way, bridges, rivers or other public ways of the City and otherwise complies with this ordinance, the Commissioner of Public Works shall approve the same and issue a permit or permits therefor, unless such location is otherwise expressly prohibited in this ordinance or any other lawfully enacted ordinance of the City of Chicago.

Grantee shall install its fiber optic cable consistent with the installation and construction standards established by the Department of Public Works for the installation of fiber optic cable.

Grantee shall correct or substantially correct any default or non-conformance with the City's written, publicly available installation standards within 30 days of receipt of written notification ("the 30 day correction period") from the Commissioner of Public Works. If the Commissioner of Public Works determines that grantee has not corrected or substantially corrected the default or non-conformance, the grantee shall pay the City of Chicago, Office of the City Comptroller, liquidated damages of Three Thousand Dollars (\$3,000) per day each day the default continues to go uncorrected beyond the 30 day correction period. If after the lapse of the 30 day correction period, the Commissioner of Public Works reasonably determines that the grantee has substantially but not completely corrected the default or non-conformance, or reasonably determines that failure to substantially correct the default or non-conformance was due to a supplier's strike, acts of God, or force majeure, the grantee shall not be charged liquidated damages, provided that grantee submits a time table within 5 days of the lapse of the 30 day correction period to the City specifying the anticipated date of completion. In an emergency, as determined by the Department of Public Works, the Commissioner shall have the right to order immediate correction of any

default or non-conformance. If grantee has not substantially corrected the emergency within 5 days of the Commissioner's order, grantee shall be in default and shall pay the City liquidated damages of \$3,000 per day each day after the five day period that grantee fails to correct substantially the emergency.

Grantee shall also abide by all current, applicable federal and state regulatory standards, including but not limited to Occupational Safety and Health Administration industrial standards, in any installation or construction activity.

Section 5. The City reserves the right to make physical on-site inspections of grantee's fiber optic system, including grantee's fiber optic terminals, at the City's discretion. Grantee will accommodate the City's monitoring needs by providing the Department of Public Works and the Office of the City Comptroller a map and specifications which grantee shall update quarterly and submit to the City at the time of grantee's March, June, September, and December payments. Said map will identify the locations and the serial numbers of all fiber optic terminals, which establish and control the system's megabit rates, installed by grantee; said specifications will identify by using the serial number of each fiber optic terminal, the number of fiber pairs and the corresponding megabit rate(s) particular to each fiber optic terminal. Grantee will also submit a quarterly, cumulative summary of the total number of cables installed to date and their installed lengths; the total number of fiber pairs included therein, including those that are "dark" or inoperative; and the corresponding megabit rate(s) of all fiber optic cable installed to date. The City acknowledges that said summaries provided by grantee are proprietary in nature and are to be held as confidential.

The City will hire an engineering firm of the City's choice to perform unannounced physical audits of grantee's fiber optic system. Because grantee shall operate this fiber optic system for its own internal purposes and not for resale, common carriage, or contract carriage, and because grantee shall occupy a limited number of feet of the public way, grantee shall pay the costs and fees of only one (1) physical audit per year to be performed during each calendar year and the City shall pay for any additional physical audits performed during each calendar year. If said engineering firm determines that a documented discrepancy existed as of the date of any audit between the results of the engineering firm's physical audit and the information contained in the specifications that grantee has placed on file with the City, grantee shall owe the City the sum of any underpayment which has resulted from the discrepancy plus interest as specified in Section 9, and pay the City, Office of the City Comptroller, for the costs and fees of said audit (if paid for or due to be paid for by the City) as well as any required follow-up by said engineering firm within thirty (30) days of grantee's receipt of the engineering firm's audit bill.

Grantee shall maintain all records and documentation necessary to assure an adequate trail, including purchase orders and vouchers. Such documentation must show purchase of and payment for the data transmission control boxes (and their constituent parts) and must identify the boxes by serial number or in such other manner that allows the City or said engineering firm to verify the specifications that grantee submits to the City and updates quarterly.

Section 6. The grantee agrees to pay as compensation for the use of the public way of the City of Chicago during calendar year 1986 and throughout the duration of this agreement pursuant to Section 2 the greater of (i) a minimum annual fee, (ii) a capacity based fee, or (iii) a gross billings based fee, as hereinafter defined. Said fee shall be calculated and paid on a monthly basis with a year-end audit and adjustment as necessary. This compensation shall be computed at the end of each month during the term of the privilege granted herein and the compensation owed to the City shall be paid to the Office of the City Comptroller by the 15th day of the second month following.

The following definitions shall apply to the compensation to be paid by grantee to the City:

1. "Minimum annual fee" shall mean an amount equal to Six Dollars (\$6.00) for each foot of the public way grantee is authorized by this ordinance to use for the purpose of installing its fiber optic cable system. The minimum annual fee for this grantee shall equal Three Thousand Eight Hundred Forty Dollars (\$3,840).
2. "Capacity based fee" shall mean an amount equal to the annual rate of \$.004111 per mbs per fiber optic pair per installed lineal foot. The capacity based fee, as calculated monthly, shall be based on the megabit capacity, total number of fiber optic pairs, and total number of lineal feet of the following three components of grantee's fiber optic system:
 - (i) All fiber optic cable actually installed in the public way and connected to electronics whether the cable is used (active) or redundant;
 - (ii) All fiber cable installed in the public way which is inoperative and/or not connected to any electronics. The compensation fee for said cable shall be calculated at the greater of a rate of 45 mbs or of the megabit per second rate found most frequently in grantee's fiber optic pairs attached to electronics; and
 - (iii) All fiber optic cable authorized to be installed by construction permits even if installation or construction is not completed as of the end of the month in which compensation is calculated. Grantee shall pay all fees applicable to specific construction segments upon issuance of the requisite construction permits by the Department of Public Works to grantee.
3. "Gross billings based fee" shall mean an amount equal to eight percent (8%) of the annual gross billings of grantee for the provision of telecommunications services or facilities in the City of Chicago, less any City sales taxes on said billings paid by grantee's customers on goods and services provided by grantee, less any City transaction taxes on said billings paid by grantee's customers, and less any City municipal utility tax amount on said billings paid by grantee's customers. No other expenses or allowances shall be deducted from gross billings except in the case of overpayment by grantee, as specified below in this Section, where the excess shall be taken as a credit against future compensation due the City.

Gross billings shall include only the billings of grantee for its Chicago-based telecommunications operations and shall not include the billings of any subsidiaries or affiliates of grantee not operating a fiber optic telecommunications system in the City.

Grantee agrees to pay the City the greater of the minimum annual fee, the capacity based fee, or the gross billings based fee. The minimum annual fee shall be due before or on January 1 of each calendar year. Only the *pro rata* share of the minimum annual fee due in 1986 shall be due to the City upon the issuance of a permit to the grantee. On a monthly basis thereafter, the grantee shall calculate the monthly compensation due the City by first determining which of the fees -- the minimum annual fee, capacity based fee, or the gross billings based fee -- is greater for that month. If that greater fee is in excess of the sum of \$320.00 (the monthly portion of the minimum annual fee), then the greater of the capacity based fee or the gross billings based fee is due for that month. However, if the greater of these fees is \$320.00, then grantee shall not pay the City any additional amounts, given that grantee has paid the minimum annual fee in advance for the calendar year. Grantee shall compute its monthly compensation payment each month according to this procedure.

At the end of each calendar year, grantee shall recalculate the compensation due the City for the year based on the formulas and definitions described herein. If additional amounts are owed the City by grantee, said amounts shall be paid by February 15 of the following year. If grantee has overpaid the City, the excess shall be taken as a credit against future compensation due the City.

Section 7. Grantee shall maintain such records as are necessary to assure an adequate audit trail. The City Comptroller at his discretion shall have the right to require and be provided the results of independent certified audits related to the compensation paid to the City. An audit will be required at least once every year.

Annually, and no later than 30 days after receipt by grantee of its annual independent certified financial statements, but no later than June 30th of every year during which this agreement remains in force, grantee shall supply to the Comptroller of the City of Chicago a copy of said financial statements and a certificate from an independent certified public accountant attesting to an audit showing that the amounts of compensation paid under this section for the prior year were in compliance with the provisions of this section. The City acknowledges that the financial statements so provided by grantee are proprietary in nature and shall be held as confidential.

Section 8. Regardless of the status of grantee as a telecommunications carrier pursuant to Section 13-202 or as a provider of telecommunications services pursuant to Section 13-203 of the Universal Telephone Service Law of 1985, or of the taxing of grantee under Ill. Rev. Stat. Chpt. 24, Sec. 8-11-2, if grantee is deemed to be subject to any City transaction tax or City municipal utility tax, said taxes paid by grantee to the City shall be deducted from the compensation owed to the City for use of its public ways pursuant to this ordinance on a dollar per dollar basis.

Section 9. In the event that the independent audit provided for in Section 7 determines that grantee made underpayment in any month and that the underpayment exceeded 5% of the amount due in said month, or in the event that grantee fails to make any payment on

the date due, grantee shall pay interest compounded daily at the rate of 150% of the prime rate as recorded daily by the First National Bank of Chicago. Interest shall be due on the entire monthly underpayment or on the entire late payment from the date on which payment was due until the date on which full payment is received.

Section 10. Authority for this privilege shall remain in effect pursuant to Section 2 of this agreement.

Upon termination of the privilege herein granted, 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 removal of said structures or appliances 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. Grantee shall restore the public way where disturbed by any installation activity by grantee without cost or expense to the City. In the event of the failure, neglect or refusal of said grantee to remove facilities or restore the public way where facilities are removed, the City of Chicago will have the right to determine the reasonable cost of said work and bill the grantee for such cost, and the City shall have the right, but not the obligation, to perform the work.

Section 11. The permission and authority herein granted are not intended to limit or modify any franchise, license or permit previously granted by the City of Chicago to any other occupant of the public way. Therefore, the grantee hereunder, recognizing the rights of other franchisees, licensees and permittees in the public way, shall exercise the authority herein granted in such a manner as not unreasonably to interfere with the rights of other prior or future franchisees, licensees and permittees in the public way and so as not to endanger or impair the facilities of any other such franchisee, licensee or permittee. Prior and future franchisees, licensees or permittees shall also, in like manner, respect the rights and not interfere with the rights of the grantee herein.

Section 12. The grantee shall, at its own expense, hold and save the City of Chicago and any other licensee and permittee using the public way authorized to be used by grantee harmless from any and all liability and expense, and provide insurance coverage, including explosion, collapse, and underground coverage, to the sum of Five Million Dollars (\$5,000,000.00), said liability and expense to include judgments, costs and damages for or associated with removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages hereto and on account of the location, construction, alteration, repair or maintenance of any public ways, including bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other public utilities. For the City to recover from the insurance company and grantee under this section, it is not necessary that the City first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Public Works 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. Grantee and the insurance company, upon receiving written notification from the Commissioner of Public Works of the cost of said removal and restoration shall immediately pay said amount upon demand.

The grantee shall, at its own expense, also indemnify and hold harmless the City of Chicago and its officers, agents and employees, whether for personal injury, property damage or loss or interruption of utility service occurring out of the reconstruction, installation, maintenance and other operations of the grantee and arising out of torts and including the passive negligence of the City of Chicago, providing insurance coverage to the sum of Five Million Dollars (\$5,000,000.00).

It shall be the responsibility of the grantee to submit to the City of Chicago, Office of the City Comptroller, Real Estate Division, prior to issuance of a permit for this privilege to use the City's public ways, and to all other licensees and to permittees having been granted the right to use and occupy the public way a copy of proof of insurance ("certificate of insurance") in an amount not less than Five Million Dollars (\$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. Said certificate of insurance must name the City of Chicago as additional insured and also clearly indicate that the privilege being granted by this ordinance is covered by the insurance policy. Likewise, certificates evidencing renewal of insurance must be furnished to the Office of the City Comptroller, 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 13. In the event that another person or company, which wishes to provide point-to-point telecommunications services for its own internal purposes to achieve cost efficiencies and which does not have any intention to resell the services or cable to another user for wholesale or retail purposes for revenue, is proposed to be granted rights to place a fiber optic cable in the public ways of the City of Chicago pursuant to compensation terms which would, if applied to grantee, result in grantee paying less total annual compensation than the compensation to be paid by grantee pursuant to Section 6 of this ordinance, the City of Chicago Department of Law shall notify grantee of the introduction of any such ordinance within five (5) days of such introduction. Upon passage of such ordinance grantee shall thereafter have the option to replace the compensation terms stated in Section 6 of this ordinance with the compensation terms applicable to such other person or company as herein referenced. Grantee shall notify the City Comptroller in writing of grantee's election to accept such substitute compensation terms.

Section 14. Grantee shall provide a bond with corporate surety, said bond to insure the cost of removal of grantee's structures and appliances at any time the City determines the need for removal; to pay any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted; and to pay any penalties, auditing costs and fees, or compensation and interest, if any, if grantee defaults on its payments to the City. The amount of said bond shall equal the greater of the minimum annual fee or the capacity based annual fee as recalculated at the end of the previous calendar year, pursuant to Section 6. However, bond shall be waived if grantee herein is to provide point-to-point telecommunications services for its own internal purposes and not to resell the services or cable to another user for wholesale or resale purposes and grantee's annual compensation shall not exceed \$10,000.

For the City of Chicago to recover from the surety or from the grantee under this section for removal, relocation, alteration, repair, maintenance or restoration of grantee's structures, it is not necessary that the City of Chicago first perform such work. The Commissioner of Public Works is hereby authorized to determine the cost of performing said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the surety, upon receiving written notification from the Commissioner of Public Works of the reasonable cost of said removal and restoration, shall pay immediately said amount upon demand.

Section 15. The City will not be obligated to pay any amounts to grantee for any cost of preparation or making improvements to the public way and grantee expressly waives any right to any such contributions.

Prior to undertaking any installation, construction or related activities in the public way, grantee shall provide any prior licensee or permittee having facilities located in the public way authorized to be used by grantee with a fully-paid certificate of insurance which names any such other licensee or permittee as an additional insured and is in an amount sufficient to cover all risks of loss or damage to the facilities of any such other licensee or permittee located in the public way.

Section 16. The privilege granted herein shall be maintained and used in accordance with the ordinances of the City and the directions of the Commissioner of Public Works.

Section 17. The permission and authority herein granted to use the City's public way may be revoked at any time by the City if grantee materially defaults or neglects to comply with the terms of this ordinance.

Section 18. The permission and authority herein granted shall not be exercised until a permit authorizing use of the City of Chicago's public way pursuant to the length of term specified in Section 2 has been issued to the grantee by the Office of the City Comptroller, Department of Finance, and thereafter only upon the faithful observance and performance of all the conditions and provisions of this ordinance, and until payment, proof of insurance and surety, as referenced in Sections 6, 12 and 14 herein, are submitted to the City.

Section 19. Prior to issuance of the permit provided in Section 18, the grantee shall file a written acceptance of this agreement with the City Clerk, and proof of indemnification on behalf of the City of Chicago as herein required.

Section 20. The contents of this agreement and of the ordinance authorizing its execution are contractual in nature and not mere recitals. The mutual promises contained in this agreement and in the ordinance represent the complete agreement of the parties.

[Signature forms omitted for printing purposes.]

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schullter, Volini, Orr, Stone -- 49.

Nays -- None.

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

AUTHORITY GRANTED TO REPEAL SPECIFIED ALLEY
IMPROVEMENTS BY SPECIAL ASSESSMENT AT
SUNDRY LOCATIONS.

The Committee on Streets and Alleys submitted separate reports recommending that the City Council pass two proposed repealing ordinances concerning specified alley improvements by special assessment.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schullter, Volini, Orr, Stone -- 49.

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):

*Alleys Between South Archer Avenue, West 51st Street,
South Pulaski Road and South Komensky
Avenue.*

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

SECTION 1. That the ordinance entitled "An ordinance for grading, paving and otherwise improving the roadways of the alleys between S. Archer Avenue, W. 51st Street, S. Pulaski Road and S. Komensky Avenue; in the City of Chicago" passed by the City Council of the City of Chicago on the 9th day of October, 1985, (C.J. pages 20503 and 20504) and in force from and after the date of its passage be and the same hereby is repealed.

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

*Alleys Between West Berwyn Avenue, West Farragut Avenue,
North Newland Avenue and North Nordica Avenue.*

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

SECTION 1. That the ordinance entitled "An ordinance for grading, paving and otherwise improving the roadways of the alleys between W. Berwyn Avenue, W. Farragut Avenue, N. Newland Avenue and N. Nordica Avenue; in the City of Chicago" passed on the 9th day of October, 1985, (C.J. page 20506) and in force from and after the date of its passage, be and the same is hereby repealed.

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

AUTHORITY GRANTED FOR ALLEY IMPROVEMENTS BY
SPECIAL ASSESSMENT.

The Committee on Streets and Alleys, to which had been referred thirty-two 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 Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 49.

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:

*Alleys Between East 80th Street, East 81st Street, South
Saginaw Avenue and South Colfax 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. 80th Street, E. 81st Street, S. Saginaw Avenue and S. Colfax 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. 80th Street to the south line of E. 80th Street.

*Alleys Between East 85th Street, East 86th Street, South
Euclid Avenue and South Bennett 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. 85th Street, E. 86th Street, S. Euclid Avenue and S. Bennett 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. 85th Street to the south line of E. 85th 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. 86th Street to the north line of E. 86th Street.

*Alleys Between East 87th Street, East 87th Place, South
Kimbark Avenue and N.Y.C. and St. Louis R.R.*

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. 87th Street, E. 87th Place, S. Kimbark Avenue and N.Y.C. and St. L. R.R.; also that part of the NWLY and SELY roadway from a line parallel with and ten (10) feet north of the south line of E. 87th Street to the south line of E. 87th Street; also that part of the NWLY and SELY roadway from a line parallel with and eighteen (18) feet south of the north line of E. 87th Place to the north line of E. 87th Place; 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. Kimbark Avenue to the west line of S. Kimbark Avenue.

*Alleys Between East 91st Street, East 92nd Street, South
Stony Island Avenue and South Harper 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. 91st Street, E. 92nd Street, S. Stony Island Avenue and S. Harper Avenue; also that part of the roadway from a line parallel with and twenty (20) feet south of the north line of E. 92nd Street to the north line of E. 92nd Street.

*Alleys Between East 98th Street, East 99th Street, South
Dobson Avenue and South Ellis 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. 98th Street, E. 99th Street, S. Dobson Avenue and S. Ellis Avenue.

*Alleys Between East 98th Street, East 99th Street, South
Ingleside Avenue and South Drexel 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. 98th Street, E. 99th Street, S. Ingleside Avenue and S. Drexel 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. 98th Street to the south line of E. 98th Street.

*Alleys Between East 103rd Street, East 104th Street, South
Calumet Avenue and South Forest Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manhole and new concrete catchbasins complete -- grading, paving and otherwise improving the roadways of the alleys between E. 103rd Street, E. 104th Street, S. Calumet Avenue and S. Forest Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of E. 104th Street to the north line of E. 104th Street; also that part of the roadway from a line parallel with and eighteen (18) feet west of the east line of S. Forest Avenue to the east line of S. Forest Avenue.

*Alleys Between East 103rd Place, East 104th 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. 103rd Place, E. 104th 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. 103rd Place to the south line of E. 103rd 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. 104th Street to the north line of E. 104th Street.

*Alleys Between East 104th Street, East 104th Place,
South Corliss Avenue and South
Cottage Grove 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 Street, E. 104th Place, S. Corliss Avenue and S. Cottage Grove Avenue; also that part of the first north and south roadway west of S. Corliss Avenue from a line parallel with and eighteen (18) feet north of the south line of E. 104th Street to the south line of E. 104th Street; also that part of the second north and south roadway west of S. Corliss Avenue from a line parallel with and eighteen (18) feet north of the south line of E. 104th Street to the south line of E. 104th Street; also that part of the first north and south roadway from a line parallel with and eighteen (18) feet south of the north line of E. 104th Place to the north line of E. 104th Place.

*Alleys Between East 104th Street, East 105th Street,
South Forest Avenue and South
Prairie Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manhole and new concrete catchbasins complete -- grading, paving and otherwise improving the roadways of the alleys between E. 104th Street, E. 105th Street, S. Forest Avenue and S. Prairie Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet north of the south line of E. 104th Street to the south line of E. 104th Street; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of E. 105th Street to the north line of East 105th Street.

*Alleys Between East 106th Street, East 107th Street,
South Dauphin Avenue and South
Rhodes 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. 106th Street, E. 107th 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. 106th Street to the south line of E. 106th Street, excepting therefrom the first east and west alley north of E. 107th Street.

*Alleys Between East 106th Street, East 107th 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 roadways of the alleys between E. 106th Street, E. 107th Street, S. Rhodes Avenue and S. Eberhart 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. Eberhart Avenue to the east line of S. Eberhart Avenue.

*Alleys Between East 107th Street, East 108th Street,
South Forest Avenue and South
Prairie 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. 107th Street, E. 108th Street, S. Forest Avenue and S. Prairie Avenue.

*Alleys Between West 120th Street, West 121st Street,
South Lafayette Avenue and South
Perry 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. 120th Street, W. 121st Street, S. Lafayette Avenue and S. Perry 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 W. 120th Street to the south line of W. 120th Street.

*Alleys Between East 102nd Street, East 103rd Street,
South Bensley Avenue and South
Yates 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. 102nd Street, E. 103rd Street, S. Bensley Avenue and S. Yates Avenue.

*Block Bounded by West 40th Street, West 40th Place,
South Albany Avenue and South
Kedzie Avenue.*

An ordinance for grading, paving, with eight (8) inches of portland cement concrete and otherwise improving a seventeen foot four inch (17' 4") north and south alley roadway, the center line being one hundred twenty-six (126') feet west of the west line of S. Albany Avenue from the south line of W. 40th Street to a point parallel with and one hundred twenty-three (123') feet south of the south line of W. 40th Street to the south line of W. 40th Street; also that part of the roadway from a line parallel with and eighteen (18) feet north of the south line of W. 40th Street to the south line of W. 40th Street, in the block bounded by W. 40th Street, W. 40th Place, S. Albany Avenue and S. Kedzie Avenue.

*Alleys Between West 65th Place, West 66th Street, South
Spaulding Avenue and South
Homan 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. 65th Place, W. 66th Street, S. Spaulding Avenue and S. Homan 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. Spaulding Avenue to the west line of S. Spaulding 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. Homan Avenue to the east line of S. Homan Avenue.

*Alleys Between West 95th Street, West 97th Street,
South Bishop Street and South
Winston Avenue.*

An ordinance 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. 95th Street, W. 97th Street, S. Bishop Street and S. Winston Avenue; also that part of the north and south roadway from a line parallel with and sixteen (16) feet north of the south line of W. 95th Street to the south line of W. 95th Street; also that part of the east and west roadway from a line parallel with and twenty-seven (27) feet west of the east line of S. Winston Avenue to the east line of S. Winston Avenue.

*Alleys Between West 99th Street, West 100th Street, South
Carpenter Street and South
Aberdeen Street.*

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. 99th Street, W. 100th Street, S. Carpenter Street and S. Aberdeen Street.

*Alleys Between West 100th Street, West 101st Street,
South Green Street and South
Peoria Street.*

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. 101st Street, S. Green Street and S. Peoria Street.

*Alleys Between West 102nd Street, West 103rd 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 roadways of the alleys between W. 102nd Street, W. 103rd Street, S. May Street and S. Racine Avenue; also that part of the east and west roadway from a line parallel with and twenty-five (25) feet west of the east line of S. Racine Avenue to the east line of S. Racine Avenue.

*Alleys Between West 102nd Street, West 103rd Street,
South Carpenter Street and South
Aberdeen Street.*

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. 102nd Street, W. 103rd Street, S. Carpenter Street and S. Aberdeen Street.

*Alleys Between West 102nd Place, West 103rd Place, South
Princeton Avenue and Chicago and
Western Indiana Railroad.*

An ordinance for constructing tile pipe sewer with new concrete manhole and new concrete catchbasins complete -- grading, paving and otherwise improving the roadways of the alleys between W. 102nd Place, W. 103rd Place, S. Princeton Avenue and Chicago Western Indiana Railroad.

*Alleys Between West 54th Street, South Archer Avenue,
South Merrimac Avenue and South
Mobile Avenue.*

An ordinance for constructing tile pipe sewer with new concrete catchbasins complete -- grading, paving and otherwise improving the roadways of the alleys between W. 54th Street, S. Archer Avenue, S. Merrimac Avenue and S. Mobile 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 W. 54th Street to the south line of W. 54th 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. Merrimac Avenue to the west line of S. Merrimac Avenue.

*Alleys Between West 106th Street, West 107th Street, South
Normal Avenue and South
Parnell 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. 106th Street, W. 107th Street, S. Normal Avenue and S. Parnell Avenue.

*Alleys Between West 109th Street, West 109th Place,
South Perry Avenue 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. 109th Street, W. 109th Place, S. Perry Avenue and S. Wentworth 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 W. 109th Street to the south line of W. 109th Street; also that part of the north and south roadway from a line parallel with and twenty (20) feet south of the north line of W. 109th Place to the north line of W. 109th Place; also that part of the east EST Roadway from a line parallel with and twenty (20) feet east of the west line of S. Perry Avenue to the west line of S. Perry Avenue.

*Alleys Between West 113th Street, West 114th Street,
South Wentworth Avenue and South
Yale 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. 113th Street, W. 114th Street, S. Wentworth Avenue and S. Yale 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 W. 113th Street to the south line of W. 113th Street; also that part of the east and west roadway from a line parallel with and twenty (20) feet west of the east line of S. Yale Avenue to the east line of S. Yale Avenue.

*Alleys Between West School Street, West Belmont Avenue,
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. School Street, W. Belmont Avenue, N. Pittsburgh Avenue and N. Plainfield Avenue.

*Alleys Between West Birchwood Avenue, West Jarvis Avenue,
North Ottawa Avenue and North
Overhill 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. Birchwood Avenue, W. Jarvis Avenue, N. Ottawa Avenue and N. Overhill Avenue.

*Alleys Between West Higgins Avenue, West Berwyn Avenue,
North Normandy Avenue and North
Rutherford 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. Higgins Avenue, W. Berwyn Avenue, N. Normandy Avenue and N. Rutherford Avenue.

*Alleys Between West Berwyn Avenue, West Farragut Avenue,
North Nordica Avenue and North
Mont Clare 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. Berwyn Avenue, W. Farragut Avenue, N. Nordica Avenue and N. Mont Clare Avenue.

*Alleys Between West Argyle Street, St. Bonifacius Cemetary,
East Line of North and South Alley and North
Glenwood 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. Argyle Street, St. Bonifacius Cemetary, east line of the north and south alley and N. Glenwood 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 W. Argyle Street to the south line of W. Argyle Street; also that part of the east and west roadway from a line parallel with and fifteen (15) feet west of the east line of N. Glenwood Avenue to the east line of N. Glenwood Avenue.

MATTERS PRESENTED BY THE ALDERMEN.**(Presented By Wards, In Order, Beginning With The Fiftieth Ward).**

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.**

***Referred -- 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, Distance and Time
ROTI (1st Ward)	West Madison Street (north side) from a point 185 feet west of North Desplaines Street to a point 25 feet west thereof -- at all times;
SAWYER (6th Ward)	East 71st Street at 1533 -- 7:00 A.M. to 6:00 P.M. -- Mondays through Saturdays;
BURKE (14th Ward)	West 63rd Street at 3206 -- 9:00 A.M. to 7:00 P.M. -- Mondays through Saturdays;
KELLEY (20th Ward)	South Cottage Grove Avenue at 6344 -- at all times;
OBERMAN (43rd Ward)	North Clybourn Avenue at 2032 -- 8:00 A.M. to 5:00 P.M. -- Mondays through Fridays; North Halsted Street (west side) from a point 240 feet north of West Armitage Avenue to a point 60 feet north thereof --

Alderman	Location, Distance and Time
	5:00 P.M. to Midnite -- Mondays through Sundays;
HANSEN (44th Ward)	West Belmont Avenue (north side) at 1316 (2 car lengths) -- 7:00 A.M. to 7:00 P.M. -- Mondays through Saturdays.

*Referred -- ONE-WAY TRAFFIC RESTRICTION ON
SPECIFIED PUBLIC WAYS.*

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Public Way and Direction
HUELS (11th Ward)	South Quinn Street between South Archer Avenue and West 29th Street -- southerly;
CARTER (15th Ward)	West 70th Street from South Damen Avenue to South Seeley Avenue -- westerly;
HAGOPIAN (30th Ward)	West Roscoe Street from North Kilbourn Avenue to North Cicero Avenue -- westerly;
ORBACH (46th Ward)	West Dakin Street from North Seminary Avenue to North Broadway -- easterly.

*Referred -- DISCONTINUANCE OF ONE-WAY TRAFFIC
RESTRICTION ON WEST WABANSIA AVENUE.*

Alderman Gutierrez (26th Ward) presented a proposed ordinance to discontinue the restriction on the movement of vehicular traffic, allowing the flow of traffic to proceed in both directions, on West Wabansia Avenue from North Winnebago Avenue to North Western Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- EXTENSION OF ONE-WAY TRAFFIC RESTRICTION
ON NORTH RICHMOND STREET.

Alderman Gutierrez (26th Ward) presented a proposed order to extend the one-way southerly restriction on North Richmond Street from the first alley south of West North Avenue to West North Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- LIMITATION OF PARKING AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles for the periods specified, during the hours designated, at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
ROTI (1st Ward)	South Financial Place (both sides) from a point 100 feet south of the south property line of West Polk Street to South Taylor Street, one hour -- 9:00 A.M. to 4:00 P.M. -- Mondays through Fridays;
	South LaSalle Street (both sides) from a point 100 feet south of the south property line of West Polk Street to South Taylor Street, one hour -- 9:00 A.M. to 4:00 P.M. -- Mondays through Fridays;
	West Taylor Street (both sides) from South Wells Street to South Clark Street, one hour -- 9:00 A.M. to 4:00 P.M. -- Mondays through Fridays;
LAURINO (39th Ward)	North Kilpatrick Avenue (both sides) at 4800, two hours -- 9:00 A.M. to 4:00 P.M. - Mondays through Fridays.

Referred -- PROHIBITION OF PARKING AT ALL TIMES
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location and Distance

ROTI (1st Ward)

South Financial Place (both sides) from the south property line of West Polk Street to a point 100 feet south thereof;

West Jackson Boulevard (north side) from a point 28 feet east of South Racine Avenue to a point 100 feet east thereof;

South LaSalle Street (both sides) from the south property line of West Polk Street to a point 100 feet south thereof;

SAWYER (6th Ward)

South Vernon Avenue (east side) at 8045 (except for handicapped);

East 89th Street (both sides) from South Langley Avenue to a point 20 feet east and west thereof;

East 95th Street (north side) at 216 (except for handicapped);

VRDOLYAK (10th Ward)

South Buffalo Avenue (west side) at 10932 (except for handicapped);

HUELS (11th Ward)

South Lyman Street at 3079 (except for handicapped);

South Racine Avenue (east side) at 3141 (except for handicapped);

MAJERCZYK (12th Ward)

South Maplewood Avenue at 3516 (except for handicapped);

South Mozart Street (west side) at 4136 (except for handicapped);

South Sacramento Avenue at 3848 (except for handicapped);

South Wolcott Avenue (east side) at 3525 (except for handicapped);

MADRZYK (13th Ward)

South Keating Avenue at 6240 (except for handicapped);

Alderman

Location and Distance

South Major Avenue at 6232 (except for handicapped);

South Parkside Avenue at 6217 (except for handicapped);

West 59th Place at 3443 (except for handicapped);

BURKE (14th Ward)

South Albany Avenue (east side) at 5833 (except for handicapped);

South Fairfield Avenue (east side) at 5353 (except for handicapped);

South Mozart Street (west side) at 5336 (except for handicapped);

LANGFORD (16th Ward)

South Sangamon Street at 6126 (except for handicapped);

STREETER (17th Ward)

South Green Street (west side) at 7708 (except for handicapped);

GARCIA (22nd Ward)

South Troy Street (east side) at 2547 (except for handicapped);

KRYSTNIAK (23rd Ward)

South Mason Avenue at 6019 (except for handicapped);

HENRY (24th Ward)

West 21st Street (north side) at 4306 (except for handicapped);

GUTIERREZ (26th Ward)

West Division Street at 2437 (at either side of driveway);

GABINSKI (32nd Ward)

West Cortland Street at 2033 (except for handicapped);

West Fullerton Avenue (south side) from North Ashland Avenue to North Bosworth Avenue;

KOTLARZ (35th Ward)

North Christiana Avenue (east side) at 3753 (except for handicapped);

Alderman	Location and Distance
BANKS (36th Ward)	North Mont Clare Avenue at 2745 (except for handicapped);
GILES (37th Ward)	North Lockwood Avenue at 941 (except for handicapped); West Ohio Street (north side) at 5034 (except for handicapped);
LAURINO (39th Ward)	North Drake Avenue (east side) at 5615 (except for handicapped);
PUCINSKI (41st Ward)	North Reserve Avenue (west side) at 5204 (except for handicapped);
HANSEN (44th Ward)	North Southport Avenue (west side) at 3042 (except for handicapped);
MC LAUGHLIN (45th Ward)	West Pensacola Avenue (north side) at 5116 (except for handicapped);
ORBACH (46th Ward)	North Marine Drive (both sides) from West Montrose Avenue to a point approximately 100 feet north thereof (at the exit ramp of Lake Shore Drive);
SCHULTER (47th Ward)	North Western Avenue (east side) from West Irving Park Road to the driveway of Martha Washington Hospital at 4055 North Western Avenue; North Western Avenue (east side) at 4055;
STONE (50th Ward)	North Artesian Avenue at 6547 (except for handicapped).

Referred -- DISCONTINUANCE OF PARKING PROHIBITION
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to discontinue the prohibition against the parking of vehicles at the times and locations specified, which were *Referred* to the Committee on Traffic Control and Safety, as follows:

Alderman	Location, Distance and Time
MAJERCZYK (12th Ward)	West 45th Place from a point 182 feet east of South Western Boulevard to a point 50 feet east thereof -- 8:00 A.M. to 5:00 P.M. (except on Saturdays, Sundays and holidays);
BURKE (14th Ward)	West 63rd Street (north side) from South Kedzie Avenue to a point 125 feet west thereof -- at all times;
SOLIZ (25th Ward)	South Throop Street (both sides) from West Cermak Road to the bridge south thereof -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. (except Saturdays, Sundays and holidays);
MC LAUGHLIN (45th Ward)	North Kilbourn Avenue (west side) from a point 20 feet north of West Agatite Street to a point 160 feet north thereof (except Saturdays, Sundays and holidays); North Kilbourn Avenue (both sides) from West Agatite Street to West Sunnyside Avenue -- 8:00 A.M. to 10:00 A.M. (except Saturdays, Sundays and holidays).

Referred -- PROHIBITION OF VEHICULAR PARKING DURING
SPECIFIED HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles during the hours designated, at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
MADRZYK (13th Ward)	South Lamon Avenue (both sides) from West 63rd Street to the first alley south thereof -- 8:00 A.M. to 10:00 A.M. -- Mondays through Fridays;
HAGOPIAN (30th Ward)	West Altgeld Street (south side) at 4835, 3 car lengths east of church door on Saturday after 4:00 P.M. to Sunday at 2:00 P.M.;

Alderman

Location, Distance and Time

LAURINO (39th Ward)

West Leland Avenue (south side) from a point 46 feet west of North Drake Avenue to a point 76 feet west thereof -- 8:00 A.M. to 4:00 P.M. -- Mondays through Sundays.

*Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT
PARKING ZONES ON PORTIONS OF NORTH
ARTESIAN AND NORTH CAMPBELL
AVENUES.*

Alderman Schulter (47th Ward) presented a proposed order to establish a residential permit parking zone on both sides of North Artesian Avenue and North Campbell Avenue from West Addison Street to West Waveland Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

*Referred -- REPEAL OF RESIDENT PERMIT PARKING
ZONE ON SOUTH HARDING AVENUE.*

Alderman Sheahan (19th Ward) presented a proposed order to repeal the resident permit parking zone at all times, on both sides of South Harding Avenue from West 102nd Street to West 103rd Place, which was *Referred to the Committee on Traffic Control and Safety.*

*Referred -- SPEED LIMITATION ESTABLISHED ON
PORTION OF WEST WASHINGTON
BOULEVARD.*

Alderman Smith (28th Ward) presented a proposed ordinance to limit the speed of vehicles to 15 miles per hour at alley driveway in back of 4241 West Washington Boulevard, 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
NATARUS (42nd Ward)	West Burton Place (north side) from North Clark Street to the first alley west thereof -- at all times;
OBERMAN (43rd Ward)	West Diversey Parkway (south side) from a point 20 feet east of North Burling Street to a point 20 feet west of North Burling Street -- at all times.

Referred -- ESTABLISHMENT OF WEIGHT LIMITATION
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to fix a weight limitation of five tons for trucks and commercial vehicles at the locations designated for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
STREETER (17th Ward)	West 76th Street from South Lafayette Avenue to South Honore Street;
SHEAHAN (19th Ward)	South Artesian Avenue from West 100th Street to West 101st Street;
GUTIERREZ (26th Ward)	West Concord Place at 2100;
BANKS (36th Ward)	Southeast corner of North Oak Park Avenue and West Wabansia Avenue.

Referred -- INSTALLATION OF TRAFFIC CONTROL
SIGNALS AT SPECIFIED LOCATIONS.

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
NATARUS (42nd Ward)	Intersection of Navy Pier outer drive ramp and Streeter Drive;
STONE (50th Ward)	Intersection of North Ridge Avenue and West Thome Avenue, for the benefit of Misericordia Heart of Mercy Village.

Referred -- INSTALLATION OF TRAFFIC SIGNS AT
SUNDRY LOCATIONS.

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
SAWYER (6th Ward)	East 83rd Street and South Cottage Grove Avenue (all four corners) -- "No Turn On Red";
	East 96th Street and South Michigan Avenue (at the intersection) -- "3- Way Stop";
	East and westbound traffic on East 82nd Street (at the intersection of South Wabash Avenue) -- "Stop";
	East and westbound traffic on East 71st Place (at the intersection of South Blackstone Avenue) -- "Stop";
	East and westbound traffic on East 82nd Street (at the intersection of South Michigan Avenue) -- "Stop";
HUTCHINSON (9th Ward)	East and westbound traffic on East 104th Street (at the intersection of South Eberhart Avenue) -- "Stop";
	East and westbound traffic on East 108th Street (at the intersection of South Eberhart Avenue) -- "Stop";
	North and southbound traffic on South Calumet Avenue (at the intersection of East 105th Street) -- "Stop";
	North and southbound traffic on South Eberhart Avenue (at the intersection of East 105th Street) -- "Stop";
	North and southbound traffic on South Rhodes Avenue (at the intersection of East 105th Street) -- "Stop";

Alderman

Location and Type of Sign

East 104th Street and South Calumet Avenue (at the intersection) -- "3- Way Stop";

East and westbound traffic on West 128th Place (at the intersection of South Lowe Avenue) -- "Stop";

East and westbound traffic on West 128th Place (at the intersection of South Parnell Avenue) -- "Stop";

South Prairie Avenue (one-way street/southbound -- at the intersection of East 118th Street) -- "Stop";

Northbound traffic on South Dauphin Avenue (at the intersection of East 103rd Street) -- "No Left Turn";

South Indiana Avenue (at the intersection of East 119th Street) -- "Stop";

West 125th Street and South Wentworth Avenue (at the intersection) -- "4-Way Stop";

MADRYZK (13th Ward)

Southside of West 63rd Street from Central Park Avenue east to include 3525 West 63rd Street -- "No Parking Anytime" -- Mondays through Saturdays;

BURKE (14th Ward)

South Maplewood Avenue (one-way street/southbound -- at the intersection of West 60th Street) -- "Stop";

West 53rd Place and South Hoyne Avenue (at the intersection) -- "4- Way Stop";

South Francisco Avenue (one-way street/northbound -- at the intersection of West 66th Street) -- "Stop";

Alderman

Location and Type of Sign

South Francisco Avenue (one-way street/northbound -- at the intersection of West 65th Street) -- "Stop";

CARTER (15th Ward)

West 71st Street and South Seeley Avenue (at the intersection) -- "4- Way Stop";

SHEAHAN (19th Ward)

West 100th Street and South Artesian Avenue (at the intersection) -- "Children Crossing";

West 110th Street and South Kedzie Avenue (at the intersection) 4:00 P.M. to 7:00 P.M. -- "No Right Turn";

West 104th Place and South Talman Avenue (at the intersection) -- "Stop";

West 106th Place and South Talman Avenue (at the intersection) -- "Stop";

KRYSTYNIAK (23rd Ward)

West 56th Street and South New England Avenue (at the intersection) -- "4-Way Stop";

West 56th Street and South New England Avenue (at the intersection) -- "4-Way Stop";

North and southbound traffic on South Lawndale Avenue (at the intersection) -- "Stop";

East-west alley between West 62nd and West 63rd Streets from South Rutherford Avenue to South Oak Park Avenue -- "Thru Traffic Prohibited";

East-west alley between West 61st and West 62nd Streets from South Neenah Avenue to South Nashville Avenue -- "Thru Traffic Prohibited";

West 64th Place and South New England Avenue (at the intersection) -- "4-Way Stop";

Alderman

Location and Type of Sign

East-west alley between West 60th and West 61st Streets from South Rutherford to South Oak Park Avenues -- "Thru Traffic Prohibited";

West 49th Street and South Kildare Avenue (at the intersection) -- "3-Way Stop";

GUTIERREZ (26th Ward)

North California Avenue at West Wabansia Avenue -- "Stop";

West Concord Place and North Leavitt Street -- "Stop";

North Kedzie Boulevard and West Cortland Street -- "2-Way Stop";

North Mozart Street at West Cortland Street -- "Stop";

North Oakley Boulevard at West Hirsch Street -- "Stop";

North Oakley Boulevard at West Potomac Avenue -- "Stop";

North Rockwell Street and West Wabansia Avenue -- "2-Way Stop";

West Shakespeare Avenue and North Mozart Street -- "Stop";

HAGOPIAN (30th Ward)

West Bloomingdale Avenue and North Lotus Avenue -- "4-Way Stop";

MELL (33rd Ward)

North Richmond Street and West Fletcher Street -- "Stop";

FROST (34th Ward)

West 112th Street and South Racine Avenue -- "4-Way Stop";

KOTLARZ (35th Ward)

West Eddy Street at North Karlov Avenue -- "Stop";

Alderman	Location and Type of Sign
	North Central Park Avenue at West Cullom Avenue -- "Stop";
<i>BANKS</i> (36th Ward)	West Cortland Street at North Nordica Avenue -- "Stop";
<i>CULLERTON</i> (38th Ward)	West Hutchinson Street at North Lockwood Avenue -- "Stop";
	North Oak Park Avenue and West Cornelia Avenue -- "4-Way Stop";
	North Oleander Avenue and West Waveland Avenue -- "3-Way Stop";
	North Oketo Avenue and West Waveland Avenue -- "Stop";
<i>LAURINO</i> (39th Ward)	North Kilpatrick Avenue from West Lawrence Avenue to the first alley north thereof -- "2-Way Service Drive";
<i>OBERMAN</i> (43rd Ward)	West Wrightwood Avenue and North Mildred Avenue -- "4-Way Stop";
<i>MC LAUGHLIN</i> (45th Ward) and <i>CULLERTON</i> (38th Ward)	North Major Avenue and West Eastwood Avenue -- "4-Way Stop";
<i>MC LAUGHLIN</i> (45th Ward)	West Lawrence Avenue and North Leclaire Avenue -- "No Turn On Red";
	West Strong Street and North Mobile Avenue -- "4-Way Stop";
	West Wilson Avenue and North Lavergne Avenue -- "4-Way Stop";
<i>ORBACH</i> (46th Ward)	Southeast corner of West Dakin Street and North Seminary Avenue -- "Stop";
<i>SCHULTER</i> (47th Ward)	North Bell Avenue and West Belle Plaine Avenue -- "4-Way Stop";
	North Bell Avenue and West Byron Street -- "4-Way Stop";

Alderman	Location and Type of Sign
	North Leavitt Street and West Leland Avenue -- "4-Way Stop";
	North Oakley Avenue and West Belle Plaine Avenue -- "4-Way Stop";
ORR (49th Ward)	West Columbia Avenue and North Lakewood Avenue -- "2-Way Stop";
	West Touhy Avenue and North Greenview Avenue -- "4-Way Stop";
STONE (50th Ward)	West Arthur Avenue and North Damen Avenue -- "Stop";
	Northbound Kedzie Avenue traffic turning into westbound Devon Avenue -- "Left Turn On Arrow";
	North Ridge Avenue and West Devon Avenue -- "Left Turn On Arrow".

Referred -- PROPOSED STUDY REGARDING INSTALLATION OF
STOP SIGNS AT SPECIFIED LOCATIONS.

Alderman D. Davis (29th Ward) presented three proposed orders to study the feasibility of erecting stop signs at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Intersection of Potomac Avenue and Long Avenue;

Intersection of Potomac Avenue and Pine Avenue;

1542 North Menard Avenue at the alley (west and east).

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF
PARTICULAR AREAS.

The aldermen named below presented seven 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 SAWYER (6th Ward):

To classify as an R5 General Residence District instead of an R3 General Residence District the area shown on Map No. 18-D bounded by

a line 125 feet north of East 76th Street; South Drexel Avenue; East 76th Street; and South Maryland Avenue.

BY ALDERMAN HUELS (11th Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 6-F bounded by

the center line of West 26th Street; the center line of the first alley east of and parallel to South Emerald Avenue; a line 125 feet north of and parallel to West 26th Street; and a line 50 feet east of and parallel to the first alley east of South Emerald Avenue.

BY ALDERMAN KRYSTYNIAK (23rd Ward):

To classify as a B2-2 Restricted Retail District instead of a B2-1 Restricted Retail District the area shown on Map No. 12-K bounded by

West 47th Street; a line 67.64 feet east of South Karlov Avenue; the alley next south of West 47th Street; and South Karlov Avenue.

BY ALDERMAN GUTIERREZ (26th Ward):

To classify as a C1-1 Restricted Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 5-I bounded by

a line 50 feet south of and parallel to the alley next south of and parallel to West Armitage Avenue; the alley next east of and parallel to North California Avenue; and a line 185 feet south of and parallel to the alley next south of and parallel to West Armitage Avenue.

To classify as a C1-3 Restricted Commercial District instead of a B4-2 Restricted Service District the area shown on Map No. 5-I bounded by

the alley next north of and parallel to West North Avenue; a line 200 feet east of and parallel to North Talman Avenue; West North Avenue; and a line 75 feet east of and parallel to North Talman Avenue.

To classify as a B2-1 Restricted Retail District instead of an R3 General Residence District the area shown on Map No. 5-I bounded by

West Dickens Avenue; a line 25 feet east of and parallel to North Richmond Street; the alley next south of and parallel to West Dickens Avenue; and North Richmond Street.

BY ALDERMAN GABINSKI (32nd Ward):

To classify as a C1-2 Restricted Commercial District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 5-H bounded by

the alley next north of West Wabansia Avenue; the alley next west of North Damen Avenue; West Wabansia Avenue; and a line 34 feet west of the alley next west of North Damen Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented 113 proposed claims against the City of Chicago for the claimants named as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

Alderman	Claimant
ROTI (1st Ward)	155 Harbor Drive Condominium Association; The 400 Condominium Association;
EVANS (4th Ward)	Drexel Avenue and Square Condominium; Pruitt Condominium Association;
BLOOM (5th Ward)	5711-5715 Blackstone Avenue Co-op; Chappel Court Condominium Association; 1400-1412 East 56th Street Condominium Association;
SAWYER (6th Ward)	Ms. Alonia Stevens; Alfred Lewis; Susie Tukes;
HUMES (8th Ward)	801-803 E. 87th Place Condominium Association;

Alderman

Claimant

London Towne Houses Cooperative,
Incorporated;

MADRZYK (13th Ward)

Rose Milazzo;

Anne K. Talchik;

Kings Court Condominium Association
Phase I;

Courtyard Condominium Association;

Springfield Court Condominium
Association;

BURKE (14th Ward)

Mrs. Albina Strauss;

KELLAM (18th Ward)

Park Place Condominium No. I;

SHEAHAN (19th Ward)

Colleen Eisenos;

Mary T. Tracy;

Camden Court Condominium
Association;

Stephen and Genevieve Paluch;

KRYSTYNIAK (23rd Ward)

6718 West 64th Place Corporation;

Robert Civinelli;

Dan J. Wasik;

Donald John Zochowski;

GABINSKI (32nd Ward)

Mary P. Janka;

KOTLARZ (35th Ward)

Keystone Towers Condominium;

Sun Villa Condominium;

BANKS (36th Ward)

Olcott Vista Condominium
Association;

7/29/86

NEW BUSINESS PRESENTED BY ALDERMEN

32543

Alderman

Claimant

Association 2143 North Harlem;

Oakfield West Condominium
Association;

Cornelia Courts Condominium;

3150 North Odell Condominium
Association;

Nottingham Manor Condominium
Association;

LAURINO (39th Ward)

Mr. J. Dudley;

PUCINSKI (41st Ward)

Foster Condominium Association (2);

L'Avenir Condominium Association;

Niagara North Condominium
Association;

Edison Park Village Condominium
Association;

Gregory Court Condominium
Association;

Pueblo Commons Condominium
Association;

Friendly Village #4 Condominium
Association;

5223 Condominium Association;

Parkway Circle Condominium
Association;

Northwest Point Condominium
Association;

Crestwood Terrace Condominium
Association;

Alderman

Claimant

Mansard House Condominium
Association;

Olmstead Condominium Association;

Kataleen Condominium Association;

Edgewood Manor II Condominium
Association;

Northwest Terrace II Condominium
Association;

Friendly Village #III Condominium
Association;

6490 Regency Condominium
Association;

Forest Towers II Condominium
Association;

6853-55 Northwest Highway
Condominium Association;

6831 Northwest Highway Condominium
Association;

Williamsburg Condominium Association;

Birch Tree Manor #I;

Lexington House Condominium
Association;

Point East Condominium Association;

Banbury Hill Condominium Association;

Park View Condominium Association;

NATARUS (42nd Ward)

900-10 Lake Shore Drive Condominium
Association;

1242 Lake Shore Drive Corporation;

1120 N. Lake Shore Drive Building

Alderman

Claimant

Corporation;

Twelve Nine Astor Building
Corporation;

1212 Lake Shore Drive Condominium
Association;

OBERMAN (43rd Ward)

Lincoln Park Tower Condominium
Association;

Ogden Park Place Owner's Association;

2800 Lake Shore Drive Condominium
Association;

2016 Cleveland Condominium
Association;

1540 Lake Shore Drive Corporation;

Kensington Condominium Association;

Fifteen-Thirty N. State Parkway
Building Corporation;

Burling Place Condominium
Association;

Hemingway House Condominium
Association;

644 Arlington Place Condominium
Association;

Astor, Incorporated;

Park Astor Condominium Association;

1430 Lake Shore Drive Building
Corporation;

1335 Astor Cooperative Building,
Incorporated;

1448 Lake Shore Drive Building
Corporation;

Alderman

Claimant

1350 Astor Cooperative Apartments,
Incorporated;

Hampden Tower Condominium
Association;

MC LAUGHLIN (45th Ward)

4248 N. Keystone Condominium
Association;

5555 W. Sunnyside Condominium
Homeowners Association;

Fountainaire Condominium;

Austin Manor Condominium;

4850-4852-4854 N. Linder Building;

ORBACH (46th Ward)

3600 Condominium Association;

700 Bittersweet Condominium
Association;

VOLINI (48th Ward)

Balmoral Kenmore Condominium
Association;

Thorndale Condominium Association;

Hollywood Terrace Condominium
Association;

Bryn Mawr Condominium Association;

Pyramid Condominium Association;

Saxony Court Condominium
Association;

Park Place Condominium Association;

823-824 Gunnison Condominium
Association;

1531-1533 W. Thorndale Corporation;

1531-1533 W. Thorndale Condominium

7/29/86

NEW BUSINESS PRESENTED BY ALDERMEN

32547

Alderman

Claimant

Association:

El Lago Condominium Association;

1410-1412 Bryn Mawr Condominium
Association;

Carmen Park Condominium
Association;

STONE (50th Ward)

Sherwin H. Bender;

Howard P. Patinkin;

Winston Towers No. 5 Condominium
Association;

Emmerson Park Condominium;

Park Gables Apartment Homes,
Incorporated;

Chesterfield on Touhy Condominium
Association.

4. UNCLASSIFIED MATTERS

(Arranged in Order According to Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented by

ALDERMAN ROTI (1st Ward):

Referred -- AMENDMENT OF BUS STAND ON PORTION
OF SOUTH CANAL STREET.

A proposed ordinance to amend an ordinance for the establishment of a bus stand by extending the distance of said bus stand, which is located on the east side of South Canal Street near West Jackson Boulevard, and further by classifying such area as a tow zone to be in effect at all times, which was *Referred to the Committee on Local Transportation*.

Referred -- ISSUANCE OF PERMITS TO HOLD SPECIFIED
EVENTS AT SUNDRY LOCATIONS.

Also, three proposed orders for the issuance of permits to hold summer events at the locations specified, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Chinatown Chamber of Commerce -- to hold its 7th Annual Summer Fair on West Cermak Road from South Archer Avenue to the Dan Ryan expressway exit; South Wentworth Avenue from West Cermak Road to West 25th Street; and on West 23rd Place from South Princeton Avenue to South Wentworth Avenue on August 2 and 3, 1986;

Mexican Civic Society -- to hold the Mexican Civic Society Food Fest on South Columbus Drive from East Monroe Street to East Jackson Boulevard for the period September 5 through September 7, 1986;

Santa Lucia Parish -- to hold a carnival on South Wells Street from West 30th Street to West 31st Street for the period August 6 through 10, 1986.

Referred -- GRANTING OF PERMISSION TO PLANT TREES
ON PORTIONS OF SPECIFIED STREETS.

Also, a proposed order to grant permission to Thrush and Company, to plant trees on portions of both North Jefferson Street and West Fulton Street in the public right-of-way, which was *Referred to the Committee on Streets and Alleys*.

Referred -- GRANTING OF PERMISSION FOR OPERATION OF
NEWSSTAND AT SPECIFIED LOCATION.

Also, a proposed order requesting the Commissioner of Public Works to grant permission to Darrick Reynolds for the operation of a newsstand on the southwest corner of West Van Buren Street and South Clark Street on Monday through Saturday, in accordance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

Referred -- EXEMPTION OF PHYSICAL BARRIER REQUIREMENT
ALLOWING ALLEY ACCESS AT SPECIFIED LOCATION
FOR GEM MANUFACTURING CORPORATION.

Also, a proposed order to exempt Gem Manufacturing Corporation, 1325 South State Street, from the Chicago Municipal Code provisions of Section 33-19.1 concerning the

requirement of physical barriers to prevent alley access, which was *Referred to the Committee on Streets and Alleys*.

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 Mumford Properties to erect a sign/signboard at 2214-2224 West Cermak Road for advertising purposes, which was *Referred to the Committee on Zoning*.

Referred -- CITY COUNCIL URGED TO APPROVE AMENDMENT
OF CHICAGO MUNICIPAL CODE CHAPTER 33, SECTION
33-19.1 PROVISIONS CONCERNING DRIVEWAY
PERMIT REQUIREMENTS FOR 621
PLYMOUTH ASSOCIATES.

Also, a proposed resolution urging the City Council to approve an amendment to Section 33-19.1 of the Chicago Municipal Code exempting 621 Plymouth Associates from the creation of a physical barrier to prevent alley access, and further allowing alley access to its project, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN EVANS (4th Ward):

Referred -- CHICAGO BOARD OF EDUCATION URGED TO MAKE
OAKLAND SCHOOL FACILITY AVAILABLE TO
HOLY ANGELS ELEMENTARY SCHOOL.

Alderman Evans presented a proposed resolution urging the Chicago Board of Education to make the Oakland School facility available to Father George Clements, the teachers, and faculty of the Holy Angels Elementary School for regular school activities, which was *Referred to the Committee on Education*.

PERMISSION GRANTED TO KENWOOD OAKLAND COMMUNITY
ORGANIZATION TO HOLD STREET FESTIVAL ON
PORTION OF SOUTH DREXEL BOULEVARD.

Also, a proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to:

Kenwood Oakland Community Organization (K.O.K.O.)
1236 East 46th Street,

for the conduct of a street festival on:

South Drexel Boulevard, between East 47th Street and East 49th Street,

on August 16, 1986 from 10:00 A.M. to 11:00 P.M. (rain date: August 17, 1986 from 10:00 A.M. to 11:00 P.M.) in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

HONOR AND TRIBUTE EXTENDED TO ENTIRE FOSTER
FAMILY ON OCCASION OF THEIR 1986
FAMILY REUNION.

Also, a proposed resolution reading as follows:

WHEREAS, The Foster family will celebrate their 1986 family reunion on August 8th, 9th and 10th in Cleveland, Ohio; and

WHEREAS, The Foster family are descendants of slaves who were born in Haynesville, Alabama and who migrated to Chicago, Illinois in order to improve the quality of life for their posterity; and

WHEREAS, The family matriarchs, 86 year old Annie Carpenter and 84 year old Elizabeth Jones, and until his recent death, patriarch Ben Foster, have been a source of encouragement, motivation and support to four generations, and whose love, affection, wisdom, hard work and determination have enriched the lives of their families; and

WHEREAS, Several members of the Foster family have made considerable strides in our society and certain members have made significant contributions in the fields of education, health, public service, public administration, art, and politics; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council gathered here this 29th day of July, 1986, A.D. do hereby honor and pay tribute to the Foster family as they celebrate their rich past. We wish them a bright and prosperous future; and

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

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

On motion of Alderman Evans, the foregoing proposed resolution was *Adopted*, unanimously.

HONOR AND TRIBUTE GIVEN TO ENTIRE LANCE
FAMILY ON OCCASION OF THEIR 1986
FAMILY REUNION.

Also, a proposed resolution reading as follows:

WHEREAS, The Lance family celebrated their 1986 family reunion on July 11- 12 at the home of family member Priscilla Lance Green; and

WHEREAS, The Lance family are descendants of slaves who were born in Greenville, Mississippi and who migrated to Chicago, Illinois in order to improve the quality of life for their posterity; and

WHEREAS, The family patriarch, 83 year old Mr. Preston Mike Lance and matriarch Lucindy Lance have been a source of encouragement, motivation and support to four generations, and whose love, affection, wisdom, hard work and determination has enriched the lives of their family, particularly their fourteen children; and

WHEREAS, Several members of the Lance family have made considerable strides in our society and certain members have made significant contributions in the fields of politics, art, education, health and public administration and have been honored and recognized by several community and professional organizations; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council gathered here this 29th day of July, 1986, A.D. do hereby honor and pay tribute to the Lance family as they celebrate their rich past. We wish them a bright and prosperous future; and

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

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

On motion of Alderman Evans, the foregoing proposed resolution was *Adopted*, unanimously.

Presented by

ALDERMAN BLOOM (5th Ward):

CONGRATULATIONS EXTENDED TO MR. ODIS GENE RICHARDSON
FOR BEING CHOSEN AS "OUTSTANDING CHICAGO
AREA TEACHER".

A proposed resolution reading as follows:

WHEREAS, Odis Gene Richardson was one of the ten outstanding Chicago area teachers chosen as a Fellow of the Academy of Educators; and

WHEREAS, He was publicly honored in a televised ceremony on W.T.T.W./Channel 11 on June 6, 1986; and

WHEREAS, Odis Gene Richardson teaches mathematics in the Special Education Program at DuSable High School where he also volunteers as faculty sponsor for many student activities; and

WHEREAS, He believes in involvement with the lives of his students beyond the classroom to establish a trusting relationship that makes him a truly effective teacher; and

WHEREAS, He has taught for twenty-one years in Chicago Public Schools and was named "DuSable Man of the Year" in 1985; and

WHEREAS, He is a resident of the South Shore neighborhood where he is an active, dedicated member of his Church and his community; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of the City of Chicago gathered this 29th day of July, 1986, A.D., do hereby offer our congratulations to Odis Gene Richardson for the recognition he has received for his commitment to the education of our youth; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Mr. Odis Gene Richardson.

Alderman Bloom, 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 Bloom, the foregoing proposed resolution was *Adopted*, unanimously.

Presented by

ALDERMAN HUMES (8th Ward):

**BUILDING DECLARED PUBLIC NUISANCE
AND ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The building at 9229 South Cottage Grove (building), is so deteriorated and weakened that it is structurally unsafe and dangerous and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 9229 South Cottage Grove (building), is declared a public nuisance, and the Commissioner of Inspectional Services is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO MRS. BERNICE COOPER
TURNER ON OCCASION OF HER RETIREMENT
FROM PUBLIC SERVICE.

Also, a proposed resolution reading as follows:

WHEREAS, Bernice Cooper Turner, a dedicated and highly valued public servant, is retiring from the City of Chicago, Department of Human Services, August 1, 1986; and

WHEREAS, Bernice C. Turner has brought to the Department of Human Services an exalted standard of professionalism, particularly in coordinating the services which are geared towards children; and

WHEREAS, A specialist in social services, Mrs. Turner, a graduate of Wilberforce (Ohio) University and Loyola University, came to Chicago's Department of Public Aid in the 1940's, and was immensely active in many social programs throughout the City and area, including the Psychiatric Institute of the Circuit Court of Cook County and United Charities, before coming to the Department of Human Services (then known as Human Resources) in 1970; and

WHEREAS, Many citizens of our great City have become better persons as a direct result of Bernice C. Turner's expertise and dedication; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 29th day of July, 1986, A.D., do hereby offer our congratulations and expressions of gratitude to Bernice Cooper Turner on the occasion of her retirement and extend to this fine citizen our very best wishes for a happy, successful, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Bernice Cooper Turner.

Alderman Humes 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 Humes, the foregoing proposed resolution was *Adopted*, unanimously.

Referred -- GRANTING OF PERMISSION FOR NEIGHBORHOOD
FESTIVAL AT SPECIFIED LOCATION.

Also, a proposed order to grant permission to the East 87th Street Businessmen's Association to hold a neighborhood festival at the locations listed below for the period July 31,

through August 3, 1986, which was *Referred to the Committee on Beautification and Recreation*, as follows:

Alley between South Clyde and South Merrill Avenues (8700 through 8900 blocks);

8700 through 8900 blocks of South Clyde Avenue;

East 89th Street between South Clyde Avenue and South Jeffery Boulevard;

Alley and public street of the 8900 block of South Chappel Avenue.

Referred -- APPROVAL OF PROPERTY AT 1214 EAST 95TH
STREET AS APPROPRIATE FOR COOK COUNTY
INCENTIVE ABATEMENT PURPOSES.

Also, a proposed resolution to approve the property located at 1214 East 95th Street as appropriate under the Cook County Real Property Assessment Classification Ordinance, Class 6b, for incentive abatement, which was *Referred to the Committee on Economic Development*.

Presented by

ALDERMAN VRDOLYAK (10th Ward):

Referred -- AFFIRMATION OF DEED OF VACATION ACTION.

A proposed resolution affirming and ratifying the action as provided in the Deed of Vacation concerning an area bounded by East 95th Street, South Jeffery Avenue, the right-of-way of the Chicago Rock Island and Pacific Railway Company, and South Paxton Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN HUELS (11th Ward):

GRATITUDE EXTENDED TO POLICE OFFICER LEONARD
BANASIAK FOR HIS MANY YEARS OF SERVICE
AND DEDICATION TO CHICAGO CITIZENS.

A proposed resolution reading as follows:

WHEREAS, Police Officer Leonard Banasiak had joined the Chicago Police Department on September 15, 1956; and

WHEREAS, After 30 years of service, Police Officer Leonard Banasiak is now about to retire from the Chicago Police Department; and

WHEREAS, The assignments of Police Officer Leonard Banasiak were to that of the 9th District Deering Station, as well as other various locations throughout the City of Chicago; and

WHEREAS, Throughout his career, Officer Banasiak has had the total support of his family and friends as he had done a fine job for the citizens of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 29th day of July in 1986, do hereby extend our sincerest gratitude to Police Officer Leonard Banasiak on this occasion of his retirement, for his many years of service and dedication to the citizens of Chicago, and may we also extend our warmest best wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the retirement party for Police Officer Leonard Banasiak.

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

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*, unanimously.

GRATITUDE EXTENDED TO POLICE OFFICER FRANK B.
BARANSKI FOR HIS MANY YEARS OF SERVICE
AND DEDICATION TO CHICAGO CITIZENS.

Also, a proposed resolution reading as follows:

WHEREAS, Police Officer Frank B. Baranski had joined the Chicago Police Department on August 22, 1955; and

WHEREAS, After 31 years of service, Police Officer Frank Baranski is now about to retire from the Chicago Police Department; and

WHEREAS, The assignments of Police Officer Baranski were to that of the 9th District Deering Station, as well as other various locations throughout the City of Chicago; and

WHEREAS, Throughout his career, Officer Baranski has had the total support of his family and friends as he had done a fine job for the citizens of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 29th day of July in 1986, do hereby extend our sincerest gratitude to Police Officer Frank Baranski on this occasion of his retirement, for his many years of service and dedication to the citizens of Chicago, and may we also extend our warmest best wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the retirement party for Police Officer Frank B. Baranski.

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

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*, unanimously.

GRATITUDE EXTENDED TO POLICE OFFICER EDWARD S. GRYBAS
FOR HIS MANY YEARS OF SERVICE AND DEDICATION
TO CHICAGO CITIZENS.

Also, a proposed resolution reading as follows:

WHEREAS, Police Officer Edward S. Grybas had joined the Chicago Police Department on October 8, 1947; and

WHEREAS, After 39 years of service, Police Officer Edward S. Grybas is now about to retire from the Chicago Police Department; and

WHEREAS, The assignments of Police Officer Edward S. Grybas were to that of the 9th District Deering Station, as well as other various locations throughout the City of Chicago; and

WHEREAS, Throughout his career, Officer Grybas has had the total support of his family and friends as he had done a fine job for the citizens of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 29th day of July in 1986, do hereby extend our sincerest gratitude to Police Officer Edward S. Grybas on this occasion of his retirement, for his many years of service and dedication to the citizens of Chicago, and may we also extend our warmest best wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the retirement party for Police Officer Edwards S. Grybas.

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

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*, unanimously.

GRATITUDE EXTENDED TO POLICE LIEUTENANT ANDREW
R. HILTON FOR HIS MANY YEARS OF SERVICE
AND DEDICATION TO CHICAGO CITIZENS.

Also, a proposed resolution reading as follows:

WHEREAS, Lieutenant Andrew R. Hilton had joined the Chicago Police Department on September 1, 1956; and

WHEREAS, After 30 years of service, Police Lieutenant Andrew R. Hilton is now about to retire from the Chicago Police Department; and

WHEREAS, The assignments of Police Lieutenant Andrew R. Hilton were to that of the 9th District Deering Station, as well as other various locations throughout the City of Chicago; and

WHEREAS, Lieutenant Andrew R. Hilton had achieved the rank of Detective on March 1, 1961, he was promoted to Sergeant on January 16, 1964 and promoted to Lieutenant on March 1, 1970; and

WHEREAS, Throughout his career, Lieutenant Andrew R. Hilton has had the total support of this family and friends as he had done a fine job for the citizens of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 29th day of July in 1986, do hereby extend our sincerest gratitude to Lieutenant Andrew R. Hilton on this occasion of his retirement, for his many years of service and dedication to the citizens of Chicago, and may we also extend our warmest best wishes to him in all of his future endeavors; and

Be It Further Resolved, That suitable copy of this resolution be made available for the retirement party for Lieutenant Andrew R. Hilton.

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

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*, unanimously.

GRATITUDE EXTENDED TO POLICE OFFICER LEONARD F.
LA BUDA FOR HIS MANY YEARS OF SERVICE
AND DEDICATION TO CHICAGO CITIZENS.

Also, a proposed resolution reading as follows:

WHEREAS, Police Officer Leonard F. LaBuda had joined the Chicago Police Department on September 26, 1960; and

WHEREAS, After 26 years of service, Police Officer Leonard LaBuda is now about to retire from the Chicago Police Department; and

WHEREAS, The assignments of Police Officer Leonard F. LaBuda were to that of the 9th District Deering Station, as well as other various locations throughout the City of Chicago; and

WHEREAS, Throughout his career, Officer Leonard F. LaBuda has had the total support of his family and friends as he had done a fine job for the citizens of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 29th day of July in 1986, do hereby extend our sincerest gratitude to Police Officer Leonard F. LaBuda on this occasion of his retirement, and may we also extend our warmest best wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the retirement party for Police Officer Leonard F. LaBuda.

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

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*, unanimously.

GRATITUDE EXTENDED TO POLICE SERGEANT GEORGE S.
LAUGHLIN FOR HIS MANY YEARS OF SERVICE AND
DEDICATION TO CHICAGO CITIZENS.

Also, a proposed resolution reading as follows:

WHEREAS, Sergeant George S. Laughlin had joined the Chicago Police Department on November 16, 1955; and

WHEREAS, After 31 years of service, Police Sergeant George S. Laughlin is now about to retire from the Chicago Police Department; and

WHEREAS, The assignments of Police Sergeant George S. Laughlin were to that of the 9th District Deering Station, as well as other various locations throughout the City of Chicago; and

WHEREAS, Sergeant George S. Laughlin had achieved the rank of Sergeant on February 24, 1970; and

WHEREAS, Throughout his career, Sergeant George S. Laughlin has had the total support of his family and friends as he had done a fine job for the citizens of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 29th day of July in 1986, do hereby extend our sincerest gratitude to Sergeant George S. Laughlin on this occasion of his retirement, for his many years of service and dedication to the citizens of Chicago, and may we also extend our warmest best wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the retirement party of Sergeant George S. Laughlin.

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

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*, unanimously.

GRATITUDE EXTENDED TO POLICE OFFICER
ANTHONY D. MANZELLA FOR HIS MANY
YEARS OF SERVICE AND DEDICATION
TO CHICAGO CITIZENS.

Also, a proposed resolution reading as follows:

WHEREAS, Police Officer Anthony D. Manzella had joined the Chicago Police Department on February 16th, 1954; and

WHEREAS, After 32 years of service, Police Officer Anthony D. Manzella is now about to retire from the Chicago Police Department; and

WHEREAS, The assignments of Police Officer Anthony D. Manzella were to that of the 9th District Deering Station, as well as other various locations throughout the City of Chicago; and

WHEREAS, Throughout his career, Officer Anthony D. Manzella has had the total support of his family and friends as he had done a fine job for the citizens of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 29th day of July, 1986, do hereby extend our sincerest gratitude to Police Officer Anthony D. Manzella on this occasion of his retirement, and may we also extend our warmest best wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the retirement party for Police Officer Anthony D. Manzella.

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

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*, unanimously.

GRATITUDE EXTENDED TO POLICE CAPTAIN
THOMAS J. NOLAN FOR HIS MANY YEARS
OF SERVICE AND DEDICATION
TO CHICAGO CITIZENS.

Also, a proposed resolution reading as follows:

WHEREAS, Captain Thomas J. Nolan had joined the Chicago Police Department on April 24, 1948; and

WHEREAS, After 38 years of service, Police Captain Thomas J. Nolan is now about to retire from the Chicago Police Department; and

WHEREAS, The assignments of Captain Thomas J. Nolan were to that of the 9th District Deering Station, as well as other various locations throughout the City of Chicago; and

WHEREAS, Captain Thomas J. Nolan had achieved the rank of Sergeant on January 1, 1961, he was promoted to Lieutenant on May 16, 1961 and promoted to Captain on September 16, 1970; and

WHEREAS, Throughout his career, Captain Thomas J. Nolan has had the total support of his family and friends as he had done a fine job for the citizens of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 29th day of July, 1986, do hereby extend our sincerest gratitude to Captain Thomas J. Nolan on this occasion of his retirement, for his many years of service and dedication to the citizens of Chicago, and may we also extend our warmest best wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the retirement party of Captain Thomas J. Nolan.

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

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*, unanimously.

GRATITUDE EXTENDED TO POLICE OFFICER JAMES PISANO
FOR HIS MANY YEARS OF SERVICE AND
DEDICATION TO CHICAGO CITIZENS.

Also, a proposed resolution reading as follows:

WHEREAS, Police Officer James Pisano had joined the Chicago Police Department on May 1, 1955; and

WHEREAS, After 31 years of service, Police Officer James Pisano is now about to retire from the Chicago Police Department; and

WHEREAS, The assignments of Police Officer Pisano were to that of the 9th District Deering Station, as well as other various locations throughout the City of Chicago; and

WHEREAS, Throughout his career, Officer Pisano has had the total support of his family and friends as he had done a fine job for the citizens of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 29th day of July in 1986, do hereby extend our sincerest gratitude to Police Officer Pisano on this occasion of his retirement, and may we also extend our warmest best wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the retirement party for Police Officer James Pisano.

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

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*, unanimously.

GRATITUDE EXTENDED TO POLICE OFFICER MARTIN J. QUINN
FOR HIS MANY YEARS OF SERVICE AND
DEDICATION TO CHICAGO CITIZENS.

Also, a proposed resolution reading as follows:

WHEREAS, Police Officer Martin J. Quinn had joined the Chicago Police Department on April 14, 1952; and

WHEREAS, After 34 years of service, Police Officer Martin J. Quinn is now about to retire from the Chicago Police Department; and

WHEREAS, The assignments of Police Officer Martin J. Quinn were to that of the 9th District Deering Station, as well as other various locations throughout the City of Chicago; and

WHEREAS, Throughout his career, Officer Martin J. Quinn has had the total support of his family and friends as he had done a fine job for the citizens of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 29th day of July in 1986, do hereby extend our sincerest gratitude to Police Officer Martin J. Quinn on this occasion of his retirement for his many years of service and dedication to the citizens of Chicago, and may we also extend our warmest best wishes to him in all his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the retirement party for Police Officer Martin J. Quinn.

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

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*, unanimously.

GRATITUDE EXTENDED TO POLICE SERGEANT DOMINIC R.
RONCHETTO FOR HIS MANY YEARS OF SERVICE
AND DEDICATION TO CHICAGO CITIZENS.

Also, a proposed resolution reading as follows:

WHEREAS, Police Sergeant Dominic R. Ronchetto had joined the Chicago Police Department on February 16, 1954; and

WHEREAS, After 32 years of service, Police Sergeant Dominic R. Ronchetto is now about to retire from the Chicago Police Department; and

WHEREAS, The assignments of Police Sergeant Ronchetto were to that of the 9th District Deering Station, as well as other various locations throughout the City of Chicago; and

WHEREAS, Sergeant Dominic R. Ronchetto had achieved the rank of Sergeant on January 1, 1962; and

WHEREAS, Throughout his career, Sergeant Ronchetto has had the total support of his family and friends as he had done a fine job for the citizens of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 29th day of July, 1986, do hereby extend our sincerest gratitude to Police Sergeant Dominic R. Ronchetto on this occasion of his retirement, for his many years of service and dedication to the citizens of Chicago, and may we also extend our warmest best wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the retirement party for Police Sergeant Dominic R. Ronchetto.

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

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*, unanimously.

GRATITUDE EXTENDED TO POLICE OFFICER JOHN T. SHANNON
FOR HIS MANY YEARS OF SERVICE AND DEDICATION
TO CHICAGO CITIZENS.

Also, a proposed resolution reading as follows:

WHEREAS, Police Officer John T. Shannon had joined the Chicago Police Department on November 16, 1955; and

WHEREAS, After 31 years of service, Police Officer John T. Shannon is now about to retire from the Chicago Police Department; and

WHEREAS, The assignments of Police John T. Shannon were to that of the 9th District Deering Station, as well as other various locations throughout the City of Chicago; and

WHEREAS, Throughout his career, Officer John T. Shannon has had the total support of his family and friends as he had done a fine job for the citizens of Chicago, going above and beyond the call of duty as the occasion had warranted; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 29th day of July, 1986, do hereby extend our sincerest gratitude to Police Officer John T. Shannon on this occasion of his retirement, and may we also extend our warmest best wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the retirement party of Police Officer John T. Shannon.

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

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*, unanimously.

GRATITUDE EXTENDED TO POLICE OFFICER MARTIN J.
TYLER FOR HIS MANY YEARS OF SERVICE
AND DEDICATION TO CHICAGO
CITIZENS.

Also, a proposed resolution reading as follows:

WHEREAS, Police Officer Martin J. Tyler had joined the Chicago Police Department on May 16, 1956; and

WHEREAS, After 30 years of service, Officer Tyler is now about to retire from the Chicago Police Department; and

WHEREAS, The assignments of Officer Tyler were to that of the 9th District Deering Station, as well as other various locations throughout the City of Chicago; and

WHEREAS, Throughout his career, Officer Tyler has had the total support of his family and friends as he had done a fine job for the citizens of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 29th day of July in 1986, do hereby extend our sincerest gratitude to Police Officer Martin J. Tyler on this occasion of his retirement, for his many years of service and dedication to the citizens of Chicago, and may we also extend our warmest best wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Police Officer Martin J. Tyler.

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

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*, unanimously.

Referred -- USE OF SPECIFIED PUBLIC ALLEY AS DRIVEWAY
ENTRANCE TO BASEBALL PARKING FACILITIES.

Also, a proposed order to use an alley as a driveway for Mr. James Yates, during baseball games, permitting ingress to and egress from the parking facilities, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN MAJERCZYK (12th Ward):

**BUILDING DECLARED PUBLIC NUISANCE AND
ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The building located at 2301 West 48th Street [fire-gutted] is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 2301 West 48th Street [fire-gutted] is declared a public nuisance, 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.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Nays -- None.

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

Referred -- ISSUANCE OF SIGN PERMITS FOR ERECTION
OF SIGNS/SIGNBOARDS AT SPECIFIED LOCATIONS.

7/29/86

NEW BUSINESS PRESENTED BY ALDERMEN

32567

Also, four proposed orders for the issuance of sign permits to erect specified signs/signboards at the locations listed below, which were *Referred to the Committee on Zoning*, as follows:

Issue sign permit to National Advertising Company -- to erect sign/signboard at 3965 South Keller Avenue for Dike-O-Seal, Incorporated;

Issue sign permit to Sure Light Service Company -- to erect sign/signboard at 3728 South Archer Avenue for Burger King;

Issue sign permit to 3M National Advertising Company -- to erect sign/signboard at 3724 West 38th Street for National Liquid Fertilizer;

Issue sign permit to 3M National Advertising Company -- to erect sign/signboard at 4700 West 43rd Street for Midway Metals, Incorporated.

Referred -- ISSUANCE OF PERMITS TO HOLD SIDEWALK
SALE AT SPECIFIED LOCATION.

Also, a proposed order for the issuance of permits to the Brighton Park Business Association, c/o Mr. Matt Rooney, to hold an Archer Avenue Sidewalk Sale on South Archer Avenue from South California to South Kedzie Avenues during the period July 31 through August 3, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN MADRZYK (13th 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 Great Sign Company to erect a sign/signboard at 5852 West 63rd Street for the Green Light West Restaurant, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN BURKE (14th 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 James D. Ahern and Company Signs to erect a sign/signboard at 5822 South Western Avenue for Sherwin Williams Company, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN CARTER (15th Ward):

**GARAGES DECLARED PUBLIC NUISANCES AND ORDERED
DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The garages at the following locations, to wit:

6749 South Honore Street; and

6753 South Honore 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 garages at the following locations, to wit:

6749 South Honore Street; and

6753 South Honore Street,

are declared public nuisances, and the Commissioner of Inspectional Services is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

Presented by

ALDERMAN STREETER (17th Ward):

Referred -- ISSUANCE OF PERMITS TO HOLD FUN FEST
ON PORTION OF WEST 78TH STREET.

A proposed order for the issuance of permits to the Englewood Auburn Developing Corporation to hold a Fun Fest on West 78th Street from South Halsted Street to South Green Street on Saturday, August 30, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN KELLAM (18th Ward):

OCTOBER 24-25, 1986 PROCLAIMED AS "KNIGHTS OF
COLUMBUS DAYS FOR THE RETARDED"
IN CHICAGO.

A proposed resolution reading as follows:

WHEREAS, The provision of treatment and care of the mentally retarded has been a special project for assistance by the Illinois State Council of the Knights of Columbus; and

WHEREAS, For the past 16 years the state and local councils of the Knights have conducted an annual program in the communities of Illinois, with proceeds of the endeavor donated to not-for-profit agencies serving retarded children and adults; and

WHEREAS, The Illinois sponsorship of this humanitarian cause and the generous public response has motivated forty other states to activate similar campaigns, providing much-needed help to the afflicted; now, therefore,

Be It Resolved, I, Harold Washington, Mayor of the City of Chicago, do hereby proclaim October 24 and 25, 1986, to be Knights of Columbus Days for the Retarded and urge all citizens to take cognizance of the special fundraising events arranged for this time.

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

On motion of Alderman Kellam, the foregoing proposed resolution was *Adopted*, unanimously.

Presented by

ALDERMAN SHEAHAN (19th Ward):

Referred -- CONSTRUCTION OF DEPRESSED CURBING ON
PORTION OF SOUTH DRAKE AVENUE.

A proposed order for the construction of depressed curbing on South Drake Avenue, alongside the premises of Mount Greenwood Reformed Church, 3509 West 111th Street, which was *Referred to the Committee on Streets and Alleys*.

Referred -- GRANTING OF PERMISSION TO DEVIATE FROM
CHICAGO MUNICIPAL CODE PROVISIONS
CONCERNING PROPOSED NEW
WALKS IN SPECIFIED AREA.

Also, a proposed order to grant permission to deviate from certain Chicago Municipal Code provisions in reference to the construction of new walks as a replacement of existing walks in the area listed below, which was *Referred to the Committee on Streets and Alleys*, as follows:

West 105th Place from South Central Park Avenue to South St. Louis Avenue; and

West 105th Street from South Central Park Avenue to South Drake Avenue;

Presented by

ALDERMAN KELLEY (20th Ward):

SALUTE GIVEN TO THE LEAGUE OF ARAB STATES FOR
CONTRIBUTIONS TO CITY.

A proposed resolution reading as follows:

WHEREAS, The Arab American Community in Chicago constitutes a significant part of the Chicago ethnic structure, and has effectively participated in the efforts to enhance the quality of life of all Chicagoans; and

WHEREAS, The Arab people have contributed tremendously to world civilization in all fields; and

WHEREAS, The League of Arab States is dedicated to promoting, understanding and cooperation between Arabs and Americans; and

WHEREAS, The City of Chicago is proud of the ethnic diversity of its residents and of their efforts to champion noble causes; now, therefore,

Be It Resolved, By the Mayor and members of the Chicago City Council in meeting assembled this 29th day of July, 1986, A.D., that we salute The League of Arab States for their contributions to our great City, and congratulate them on the celebration of Arab Cultural Week in Chicago which runs from 28 July through 2 August, 1986; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to The League of Arab States.

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

On motion of Alderman Kelley, the foregoing proposed resolution was *Adopted*, unanimously.

Presented by

ALDERMAN GARCIA (22nd Ward):

Referred -- AUTHORIZATION TO HOLD STREET FESTIVAL
ON PORTION OF SOUTH CENTRAL PARK AVENUE.

A proposed order granting permission to Blessed Agnes Church to hold a street festival on South Central Park Avenue from West 26th to West 27th Streets during the period from August 22 to 24, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF SIGN PERMIT TO ERECT
SIGN/SIGNBOARD AT 2700 SOUTH KEDZIE
AVENUE.

Also, a proposed order for the issuance of a sign permit to Sure Light Service Company to erect a sign/signboard at 2700 South Kedzie Avenue for Burger King, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN KRYSTYNIAK (23rd Ward):**CONGRATULATIONS EXTENDED TO ROBERT AND FRANCINE
ANDERSON ON OCCASION OF THEIR SILVER
WEDDING ANNIVERSARY.**

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Robert Anderson, citizens of Chicago's great southwest side community, are celebrating their 25th wedding anniversary; and

WHEREAS, Francine and Robert Anderson, who have spent their entire married lives in the same parish, were married at Our Lady of the Snows Church, June 24, 1961, and recently renewed their vows at that church; and

WHEREAS, Francine and Robert Anderson are model citizens and represent all that is good and solid in family life: they have five children and one grandchild, who with their many friends have helped them celebrate this wonderful occasion; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 29th day of July, 1986, A.D., do hereby join their family and many friends in congratulating Mr. and Mrs. Robert Anderson on the occasion of their Silver Wedding Anniversary, and extend to this fine couple our very best wishes for continued happiness, success and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Robert Anderson.

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

On motion of Alderman Krystyniak, the foregoing proposed resolution was *Adopted*, unanimously.

**SEVEN HEROES OF SPACE SHUTTLE CHALLENGER HONORED
AND REMEMBERED THROUGH MEMORIAL DESIGNATION
OF "CHALLENGER SEVEN WALKWAY" AT
MIDWAY AIRPORT.**

Also, a proposed resolution reading as follows:

WHEREAS, Flight of the Space Shuttle Challenger on Mission 51-L began at 10:38 A.M., Chicago time, January 28, 1986; it ended 73 seconds later in an awesome explosion in which all seven of its brave crew members perished; and

WHEREAS, Chicago has mourned with the rest of the world over the deaths of these seven men and women who died so bravely for their country and for the betterment of mankind; and

WHEREAS, In response to the need for a suitable memorial to these seven heroes, the walkway at Midway Airport is being named "Challenger Seven Walkway"; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 29th day of June, 1986, A. D., do hereby join in the sentiment of John Gillespie Magee, Jr.'s "High Flight", to wit:

Oh! I have slipped the surly bonds of earth
and danced the skies on laughter-silvered wings;
Sunward I've climbed, and joined the tumbling mirth
Of sun-split clouds -- and done a hundred things
You have not dreamed of -- wheeled and soared and swung
High in the sunlit silence. Hov'ring there
I've chased the shouting wind along, and flung
My eager craft through footless halls of air.
Up, up the long, delirious, burning blue
I've topped the wind-swept heights with easy grace
Where never lark nor even eagle flew --
And, while with silent lifting mind I've trod
The high, untrespassed sanctity of space,
Put out my hand and touched the face of God.

Be It Further Resolved, That we honor and remember with pride and love the brave heroes who gave their lives in the advancement of mankind:

Francis R. (Dick) Scobee
Commander

Michael John Smith
Pilot

Ellison S. Onizuka
Mission Specialist One

Judith Arlene Resnik
Mission Specialist Two

Ronald Erwin McNair
Mission Specialist Three

S. Christa McAuliffe
Payload Specialist One

Gregory Bruce Jarvis
Payload Specialist Two

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

On motion of Alderman Krystyniak, the foregoing proposed resolution was *Adopted*, unanimously.

CONGRATULATIONS EXTENDED TO STAFF OF CANDLELIGHT
DINNER PLAYHOUSE ON OCCASION OF 25TH
ANNIVERSARY OF PLAYHOUSE.

Also, a proposed resolution reading as follows:

WHEREAS, Candlelight Dinner Playhouse, a theatrical institution firmly established in the mainstream of Chicago area cultural life, is celebrating its 25th anniversary this month; and

WHEREAS, Founded in 1961 and still operated by William Pullinsi and Anthony D'Angelo, Candlelight Dinner Playhouse, at 5508 South Archer (its first location, now part of the Stevenson Expressway) opened with *The Moon is Blue* and closed with the same play after presenting a large repertory in three highly successful seasons. This was indeed one of the introductions of the dinner theater concept to American audiences; and

WHEREAS, In 1964 Candlelight Dinner Playhouse moved to its present, much enlarged location at 5620 South Harlem in Summit, growing into the nation's premiere and most successful dinner theater. Operating what was basically a family business, Bill Pullinsi and Tony D'Angelo were helped immeasurably by Bill's mother, June Pullinsi, and by his grandfather, the late William "Gramps" Altier, in establishing a type of entertainment now widely copied throughout the United States; and

WHEREAS, With a seating capacity of 560 and a season of 52 weeks, Candlelight Dinner Playhouse has become one of the area's most active and most consistently praised

cultural institutions. Productions there have won many awards, and one original play, *Do Patent Leather Shoes Really Reflect Up?*, enjoyed a three-and-a-half year run, becoming the longest running musical in Chicago theater history; and

WHEREAS, Candlelight Dinner Playhouse, with its attendant Forum Theatre (established in 1971), has provided untold thousands of people -- Chicago area citizens as well as visitors from all over the world -- with a type of entertainment no longer unique but resolutely first class. Thanks to Bill Pullinsi, Tony D'Angelo, June Pullinsi and the late William "Gramps" Altier, the Chicago area may boast the premier dinner theater in the nation; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 29th day of July, 1986, A. D., do hereby congratulate William Pullinsi, June Pullinsi, Anthony D'Angelo and the staff of Candlelight Dinner Playhouse on this outstanding cultural institution's 25th Anniversary. We extend to them our very best wishes for continued success and cultural enrichment; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Candlelight Dinner Playhouse.

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

On motion of Alderman Krystyniak, the foregoing proposed resolution was *Adopted*, unanimously.

Referred -- APPROVAL OF PLAT OF RESUBDIVISION FOR
PORTION OF SOUTH NOTTINGHAM AVENUE.

Also, a proposed ordinance authorizing and directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of resubdivision on the west side of South Nottingham Avenue near West 58th Street for Mr. Michael Baka, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMIT TO HOLD STREET
CARNIVAL ON PORTION OF WEST 50TH
STREET.

Also, a proposed order for the issuance of a permit to Saint Richard Church to hold a street carnival on West 50th Street between South Kenneth and South Kostner Avenues during the period of July 28 through August 3, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- SPECIFIED INDIVIDUALS ALLOWED TO
PARK MOTOR TRUCKS IN FRONT OF
THEIR RESPECTIVE RESIDENCES.

Also, two proposed orders to grant permission to the individuals mentioned to park their vehicles in front of each respective residence, in accordance with the provisions of Chicago Municipal Code Section 27-317, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Walter Kiel -- to park his motor truck/Class I vehicle in front of his residence at 5348 South Mulligan Avenue;

Mr. Santo F. Procenti -- to park his pickup truck in front of his residence at 6711 West 64th Street.

Referred -- ISSUANCE OF SIGN PERMIT TO ERECT SIGN/SIGNBOARD
AT 6658 WEST ARCHER AVENUE.

Also, a proposed order for the issuance of a sign permit to Grate Signs to erect a sign/signboard at 6658 West Archer Avenue for advertising/business purposes, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN SOLIZ (25th Ward):

CITY COUNCIL SUPPORT EXTENDED TO INDEPENDENT
FEDERATION OF FLIGHT ATTENDANTS.

A proposed resolution reading as follows:

WHEREAS, On March 7, 1986, the 6,000 members of the Independent Federation of Flight Attendants (I.F.F.A.) went on strike against TransWorld Airlines after contract negotiations reached a total impasse; and

WHEREAS, The Independent Federation of Flight Attendants has bargained in good faith by offering to accept the same pay/benefit reductions as other T.W.A. unions -- a 15% sacrifice amounting to a loss of \$5,000.00 per I.F.F.A. member per year over 3 years; and

WHEREAS, T.W.A. and its Chair of the Board of Directors, Carl Ichan, rejected this offer, demanding salary, benefits and work rule concessions from I.F.F.A. members three times greater than those accepted by other T.W.A. employees (mechanics, pilots, ground employees, non-union personnel and management employees); and

WHEREAS, T.W.A.'s Board Chair Carl Ichan seeks a 45% cut in the total wage/benefit/work rule package from I.F.F.A., which is a predominantly female union, as opposed to the 15% cut from predominantly male unions, thus demonstrating that he fails to understand that women are breadwinners, too, and have the same economic need as male employees to support themselves and their families; and

WHEREAS, T.W.A. management's present course of using inexperienced, non- union personnel to fill the strikers positionS is causing a reduction in services which passengers are entitled to and in addition is creating a potentially dangerous situation in case of flight emergencies; now, therefore,

Be It Resolved, That the Chicago City Council does hereby support the Independent Federation of Flight Attendants in its labor dispute against TransWorld Airlines and that we urge T.W.A. to bargain in good faith to reach a fair contract settlement.

Alderman Soliz 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 Soliz, the foregoing proposed resolution was *Adopted*, unanimously.

Referred -- ESTABLISHMENT OF SPECIAL COMMITTEE CHARGED
WITH FORMULATION OF PLAN TO KEEP WHITE SOX
BASEBALL TEAM IN CHICAGO.

Also, a proposed resolution urging the establishment of a special City Council committee whose singular purpose would be to formulate a plan to keep the Chicago White Sox baseball team in the City of Chicago, which was *Referred to the Committee on Finance*.

Referred -- APPROVAL OF PROPERTY AT 900 WEST 18TH
STREET AS APPROPRIATE FOR COOK COUNTY
INCENTIVE ABATEMENT PURPOSES.

Also, a proposed resolution to approve the property located at 900 West 18th Street as appropriate under the Cook County Real Property Assessment Classification Ordinance, Class 6(b), for incentive abatement, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN GUTIERREZ (26th Ward):

Referred -- GRANTING OF PERMISSION TO HOLD
VARIOUS EVENTS AT SPECIFIED
LOCATIONS.

Two proposed orders for the granting of permission to the Greater Milwaukee Avenue Chamber of Commerce to hold the events listed below at the locations specified, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Sidewalk sale -- to hold on both sides of the 1200 through 1500 blocks of North Milwaukee Avenue during the periods of August 7-10 and August 14-17, 1986;

Wicker Park "Main Street" Community Festival -- to close to traffic the 1400 block of North Milwaukee Avenue for the period of August 16 and 17, 1986.

Presented by

ALDERMAN W. DAVIS (27th Ward):

**DRAFTING OF ORDINANCE FOR VACATION OF PORTION
OF NORTH LOOMIS STREET.**

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the south 203.2 feet of that part of North Loomis Street, lying between West Lake Street and West Randolph Street, for Schwartz Pickle Co. (No. 8-27-86-1086); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman W. Davis, the foregoing proposed order was *Passed*.

Referred -- **ISSUANCE OF PERMITS TO HOLD COMMUNITY
FEST ON PORTIONS OF SPECIFIED
PUBLIC WAYS.**

Also, a proposed order for the issuance of permits to Mr. Walter Gould to hold a community fest on West Ohio Street between North Oakley and North Western Avenues, and also on North Claremont Avenue between West Grand Avenue and West Ohio Street during the period of August 30-31, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN SMITH (28th Ward):

Referred -- **AMENDMENT OF CHICAGO MUNICIPAL CODE
CHAPTER 99 CONCERNING USE OF OPEN
LOTS FOR GARBAGE DUMPING.**

A proposed ordinance to amend Chapter 99 by the addition therein of new Sections 99-62 through 99-65 to set specified requirements for the maintenance of vacant lots, the use of open lots for garbage dumping, and penalty provisions for violations thereof, which was *Referred to the Committee on Housing and Neighborhood Development*.

Presented by

ALDERMAN D. DAVIS (29th Ward):

Referred -- ISSUANCE OF PERMIT TO HOLD CARNIVAL
AT SPECIFIED LOCATION.

A proposed order for the issuance of a permit to the Austin Peoples Action Center to hold a carnival on North Menard Avenue and West Corcoran Place during the period August 18-24, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN D. DAVIS (29th Ward) and OTHERS:

UNITED STATES DEPARTMENT OF HEALTH AND HUMAN
SERVICES URGED TO RESTORE SPECIFIC FUNDING
TO MILE SQUARE COMMUNITY HEALTH
CENTER, INCORPORATED.

A proposed resolution, presented by Aldermen D. Davis, W. Davis, Smith, Giles, Gutierrez, Henry and Garcia, reading as follows:

WHEREAS, In February of 1986, the United States Department of Health and Human Services terminated the "Community Health Center Plan Program", at the Mile Square Health Center, Incorporated; and

WHEREAS, This plan provided comprehensive Health Care Services to over 8,000 senior citizens and low income families; and

WHEREAS, For a minimal fee persons enrolled in the program received physician visits, preventive health and dental services, prescription drugs, hearing and vision services, ambulatory surgery and transportation to and from the clinic for handicapped patients and for those 65 and over; and

WHEREAS, In March of 1986, the United States Department of Health and Human Services sent out an R.F.P. (Request for Proposals) to provide comprehensive health

services to residents living in West Garfield Park, East Garfield Park, the Near West Side and North Lawndale Communities; and

WHEREAS, The Mile Square Community Health Center, Incorporated, was the only agency which responded to this proposal request and submitted a grant application; and

WHEREAS, In June of 1986, the United States Department of Health and Human Services decided not to provide funding for health services to poor residents of these communities; and

WHEREAS, The total estimated population for these communities is 274,124, over ninety (90) percent of the residents are black, and 50 percent of the families are below the poverty level and an estimated 25 percent are unemployed. The infant mortality rate for these communities are among the highest in the nation and range between 28.0 and 30.4 per 1,000; and

WHEREAS, For the City of Chicago, County of Cook and State of Illinois, this action by the United States Department of Health and Human Services represents a loss of approximately 4 Million Dollars in revenues, higher unemployment and a greater demand on both the Chicago Department of Health and Cook County Hospital; now, therefore,

Be It Resolved, That we, the Honorable Mayor Harold Washington and the Chicago City Council in meeting this twenty-ninth day of July, 1986, do hereby petition the Secretary of the Department of Health and Human Services to restore funding to the Mile Square Community Health Center for the Community Health Center Plan Program.

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

On motion of Alderman D. Davis, seconded by Alderman Smith, the foregoing proposed resolution was *Adopted*, unanimously.

Presented by

ALDERMAN HAGOPIAN (30th Ward):

Referred -- ISSUANCE OF PERMITS TO HOLD PARISH FESTIVAL
ON PORTION OF WEST CORTLAND STREET.

A proposed order for the issuance of permits to Saint Philomena Church, c/o Reverend Robert Coleman, to hold a parish festival on West Cortland Street from North Kedvale to North Karlov Avenues on Sunday, August 3, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN GABINSKI (32nd Ward):

Referred -- GRANTING OF PERMISSION TO YUGO INN TO
OPERATE SIDEWALK CAFE.

A proposed order authorizing and directing the Commissioner of Public Works to grant permission to the Yugo Inn, 2824 North Ashland Avenue, to operate a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN MELL (33rd Ward):

Referred -- CLOSING OF SPECIFIED PEDESTRIAN TUNNEL
UNDER JOHN F. KENNEDY EXPRESSWAY.

A proposed order for the closing of the pedestrian tunnel under the John F. Kennedy Expressway from the east boundaries of North Campbell and West Schubert Avenues to the west boundaries of North Campbell Avenue and West Logan Boulevard, which was *Referred to the Committee on Traffic Control and Safety*.

Presented by

ALDERMAN GILES (37th Ward):

AUTHORITY GRANTED TO HOLD SIDEWALK SALE IN FRONT
OF 5331 WEST NORTH AVENUE.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Dawn Holiday for the conduct of a sidewalk sale in front of 5331 West North Avenue, on Saturday, August 2, 1986, from 8:00 A.M. to 5:00 P.M.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 49.

Nays -- None.

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

Presented by

ALDERMAN CULLERTON (38th Ward):

**CONGRATULATIONS EXTENDED TO MR. MARCO DE STEFANO
ON OCCASION OF HIS 90TH BIRTHDAY.**

A proposed resolution reading as follows:

WHEREAS, Marco de Stefano celebrated his 90th birthday July 19, 1986; and

WHEREAS, Marco de Stefano has long been one of Chicago's leading citizens, most recently as the Executive Secretary of the Chicago Chapter of the Knights of Columbus -- a post he has held since 1972 -- and as parade marshall of the Columbus Day Parade since its inception in our great City; and

WHEREAS, Considered one of the finest parade coordinators in the United States, Marco de Stefano has often been called upon by others to help in various parades and ethnic festivities in the area, including the St. Patrick's Day Parade. Also, as a member of the original C.Y.O. Committee of the Knights of Columbus, Marco was chairman of the 1942 fund drive which helped underprivileged youth during that wartime period and which resulted in his receiving the Knights of Columbus Medallion for faithful service and also in being named to the Club of Champions by Archbishop Bernard Sheil; and

WHEREAS, A pillar of Chicago's Italian-American community, Marco de Stefano is a past State Deputy of the Knights of Columbus and is also associated with the Joint Civic Committee of Italian Americans and also Villa Scalabrini; and

WHEREAS, Marco de Stefano is an outstanding example of the solidity of family life. He married the former Lucille Vasto in 1978 after the death of his first wife, Mary. He has five children, twenty-five grandchildren, and fifteen great-grandchildren, and his many friends in the City of Chicago to help celebrate this great occasion; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 29th day of July, 1986, A.D., do hereby congratulate Marco de Stefano on the celebration of his 90th birthday, and offer to this outstanding citizen our gratitude for his many contributions to the community as well as our best wishes for many more years of happiness, success and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Marco de Stefano.

Alderman Cullerton 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 Cullerton, seconded by Aldermen Laurino, Kellam, Banks and Hagopian, the foregoing proposed resolution was *Adopted*, unanimously.

Referred -- ISSUANCE OF SIGN PERMIT TO ERECT
SIGN/SIGNBOARD AT 3242 NORTH
CICERO AVENUE.

Also, a proposed order for the issuance of a sign permit to Foster and Kleiser to erect a sign/signboard at 3242 North Cicero Avenue for advertising purposes, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN O'CONNOR (40th Ward):

Referred -- ISSUANCE OF PERMITS TO HOLD VARIOUS
EVENTS AT SPECIFIED LOCATIONS.

Two proposed orders for the issuance of permits to the organizations listed below to hold various events at the locations specified, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Saint Demetrios Greek Orthodox Church, c/o Reverend Emmanuel Vergis -- to hold a carnival on West Winona Avenue between North Washtenaw and North California Avenues during the period August 18-24, 1986;

West Andersonville Neighbors Together (W.A.N.T.), c/o Mr. Ron Massengill -- to hold a flea market and street fair on North Paulina Street from West Foster to West Berwyn Avenues, and also on West Farragut Avenue from North Ashland to North Ravenswood Avenues for the period August 22 and 23, 1986.

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE
CHAPTER 192, SECTIONS 192-10.1 AND 192-10.2
CONCERNING COMMERCIAL DISSEMINATION
OF SEXUALLY PROVOCATIVE
MATERIAL.

Also, a proposed ordinance to amend Chapter 192, Sections 192-10.1 and 192- 10.2, prohibiting the commercial dissemination of sexually provocative material to persons under the age of 18, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN PUCINSKI (41st Ward):

**CONGRATULATIONS EXTENDED TO BUSINESS AND
PROFESSIONAL WOMEN'S CLUB OF
CHICAGO FOR 50 YEARS
OF LEADERSHIP.**

A proposed resolution reading as follows:

WHEREAS, The Business and Professional Women's Club of Chicago has endeavored for the past half century to elevate the standards of women in business and the professions; and

WHEREAS, Through their national organization, B.P.W./U.S.A., Chicago Club has worked to bring about a spirit of cooperation among business and professional woman in Chicago and throughout the United States; and

WHEREAS, One of the oft stated goals of B.P.W. Chicago is "Women helping Women"; and

WHEREAS, B.P.W. Chicago has continued to extend opportunities to business and professional woman through scholarships, grants, and fellowships; and

WHEREAS, Through the B.P.W. Foundation, to which members of B.P.W. Chicago contribute, leadership training and career advancement scholarships are made available to woman who wish to continue their education; and

WHEREAS, The economic and educational development of women is a primary reason for Chicago Business Women's Club of Chicago programs and projects; and

WHEREAS, Each month B.P.W. Chicago program meetings provide a forum for discussion and an opportunity for networking among business and professional women; and

WHEREAS, Throughout its history B.P.W. Chicago and B.P.W./U.S.A. have been in the forefront of the struggle for equal opportunities for women; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council 1) commend the Business and Professional Women's Club of Chicago for 50 years of leadership and, 2) commend this organization for playing a key role in improving the status of women in business and the professions in Chicago and, 3) congratulate the members of the Business

and Professional Women's Club of Chicago on their accomplishments of the past 50 years and wish them continued success in the future.

Alderman Pucinski 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 Pucinski, the foregoing proposed resolution was *Adopted*, unanimously.

Referred -- ISSUANCE OF PERMITS TO HOLD SIDEWALK SALE
AND FEST AT SPECIFIED LOCATION.

Also, a proposed order for the issuance of permits to the Edison Park Chamber of Commerce to hold a sidewalk sale and fest on both sides of North Oshkosh Avenue from 6710 to 6750; North Oxford Avenue from 6670 to 6714; North Northwest Highway from 6661 to 6755; and North Northwest Highway from 6664 to 6754 for the period September 5 and 6, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE MR. FREDERICK H. SINN.

A proposed resolution, presented by Aldermen Natarus and Schuller, reading as follows:

WHEREAS, Frederick H. Sinn, the owner of the famous restaurant, "The Golden Ox" passed away on July 1, 1986 while working at his first love preparing the finest German food and spirits; and

WHEREAS, Frederick H. Sinn recently celebrated his 80th birthday on March 8, 1986 with his many friends and admirers at the Evanston Golf Club, Evanston, Illinois; and

WHEREAS, Frederick H. Sinn and his friend Fred J. Grief made dining at "The Golden Ox" a most pleasurable and tantalizing experience enhanced by the fine service and hospitality of this fine restaurant; and

WHEREAS, Frederick H. Sinn in addition to being known as a famous raconteur and bon vivant was further known as a notorious gin rummy player, astute golfer; and philanthropist; and

WHEREAS, Frederick H. Sinn almost single-handedly was responsible for the renovation of the Clybourn-Halsted Street urban renewal area by refusing to move, maintaining his property in excellent condition, and contributing philanthropically to the New City Y.M.C.A.; and

WHEREAS, Frederick H. Sinn will be truly missed by his lovely wife, Helen, family, neighbors, and all citizens of Chicago as this City has lost a great human being; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of the City of Chicago, assembled this 29th day of July, Nineteen Hundred and Eighty- six A.D., do hereby recognize the great contribution that Frederick H. Sinn has given not only to the restaurant industry but also to his City, the City of Chicago, and do hereby extend their deepest feelings of sympathy and condolences to the family of Frederick H. Sinn; and

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

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

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

AUTHORITY GRANTED FOR ISSUANCE OF PERMITS TO
NORTH DEARBORN ASSOCIATION TO HOLD
ANNUAL GARDEN WALK AND HERITAGE
FESTIVAL.

Also, a proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue permits to the North Dearborn Association, P. O. Box 10521 (Dorothy Revelos), to conduct its Annual Garden Walk and Heritage Festival on North Dearborn Parkway from West Goethe Street to West Schiller Street, on August 2, 1986, from 7:00 A.M. to August 4, 1986, 12 Noon, and on August 3, from 7:00 A.M. to 8:00 P.M.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Nays -- None.

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

DRAFTING OF ORDINANCE DIRECTED FOR VACATION
OF SPECIFIED PUBLIC WAY.

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 all that part of West Bellevue Place lying between the west line of North State Street and a line 39.6 feet west of the west line of North State Street (No. 4-42-86-1078); 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 -- ESTABLISHMENT OF TAXICAB STAND 565 ON
PORTION OF NORTH RUSH STREET.

Also, a proposed ordinance to establish taxicab stand 565 along the east curb of North Rush Street from a point 30 feet south of the south building line of East Erie Street to a point 60 feet south thereof for three vehicles, which was *Referred to the Committee on Local Transportation*.

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR
MONDELLI'S LOUNGE, INCORPORATED.

Also, a proposed substitute ordinance to grant permission and authority to Mondelli's Lounge, Incorporated (Papa Milano's for Foods) to occupy a portion of the public right of way adjacent to its property at 7 East Oak Street for use as a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys*.

Referred -- AMENDMENT OF ORDINANCE FOR GRANT OF
PRIVILEGE OVER PUBLIC WAY.

Also, a proposed amending ordinance to correct the Chicago City Datum elevations included in the ordinance granting authority for the vacation of air rights over a portion of North Ernst Court as passed by the City Council on May 30, 1986 (C.J.P. pp. 30358-30360), which was *Referred to the Committee on Streets and Alleys*.

Referred -- GRANTING OF PERMISSION TO CLOSE TO TRAFFIC
PORTIONS OF SPECIFIED STREETS FOR VARIOUS
EVENTS.

Also, two proposed orders for the granting of permission to sundry organizations to close to traffic portions of specified streets for various events, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Cinema/Chicago -- to close to traffic West Huron Street between North Orleans and North Franklin Streets on Friday, August 15, 1986 for a fund raising event hosted by the Chicago International Film Festival;

Illinois Masonic Medical Center -- to close to traffic West Oak Street between North Clark and North Dearborn Streets on Saturday, September 20, 1986 for a street fair observing the 10th Anniversary of the Warren Barr Pavilion/Illinois Masonic Medical Center.

Referred -- PORTION OF NORTH DEARBORN PARKWAY CLOSED
TO TRAFFIC FOR 1986 ANNUAL GARDEN WALK
AND HERITAGE FESTIVAL.

Also, a proposed order to grant permission to the North Dearborn Association to close to traffic the 1300 block of North Dearborn Parkway between West Goethe Street and West Schiller Street for the period from August 2-4, 1986, et cetera, to hold the 1986 Annual Garden Walk and Heritage Festival, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ISSUANCE OF SIGN PERMIT TO ERECT
SIGN/SIGNBOARD AT 25 EAST
WALTON STREET.

Also a proposed order for the issuance of a sign permit to Outdoor Media, Incorporated to erect a sign/signboard at 25 East Walton Street for general advertisers, various copy, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN OBERMAN (43rd Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAYS
FOR SUNDRY ORGANIZATIONS.

A proposed ordinance to grant permission and authority to JP's for Seafood at 1800 North Halsted Street and Gare St. Lazare at 858 West Armitage Street to occupy a portion of the public right of way adjacent to its property for use as a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys*.

*Referred -- GRANTING OF PERMISSION TO CONSTRUCT AND
MAINTAIN SPECIFIED CHAIN FENCE.*

Also, a proposed order for the granting of permission to Mr. Choca to construct and maintain a two-foot chain fence in front of the premises at 2116 North Sedgwick Street, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN OBERMAN (43rd Ward) and OTHERS:

*Referred -- REQUEST TO INCLUDE NUCLEAR WARHEAD TEST BAN
REFERENDUM IN NOVEMBER, 1986, ELECTIONS.*

A proposed resolution, presented by Aldermen Oberman, Orr and Bloom, requesting the Chicago City Council to include a nuclear warhead test ban referendum in the November, 1986, elections, which was *Referred to the Committee on Intergovernmental Relations*.

Presented by

ALDERMAN HANSEN (44th Ward):

*Referred -- ISSUANCE OF PERMITS TO HOLD STREET
FESTIVAL ON PORTIONS OF SUNDRY STREETS.*

A proposed order for the issuance of permits to the Lakeview Central Business Association to hold the 6th Annual Lakeview Central Festival on West Belmont Avenue between North Clark Street and North Sheffield Avenue, and also on North Wilton Avenue from West Belmont Avenue to the first 1/2 block north thereof for the period August 30 to September 1, 1986, which was *Referred to the Committee on Beautification and Recreation*.

*Referred -- INSTALLATION OF BRICK PARKWAYS ON
PORTION OF WEST OAKDALE AVENUE.*

Also, a proposed order for the installation of brick parkways in front of 621, 623 and 625 West Oakdale Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN MC LAUGHLIN (45th Ward):

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE CHAPTER
135 CONCERNING SALE OF CERTAIN MERCHANDISE TO
MINORS AT RETAIL HARDWARE AND
PAINT STORES.

Three proposed ordinances to amend Chapter 135 of the Chicago Municipal Code by further defining said chapter, especially in reference to the sale to minors of non-water soluble marking pens, to aid or abet any minor in the aforesaid sale, and to the sale to minors of spray paint containers, which were *Referred to the Committee on Municipal Code Revision*.

Presented by

ALDERMAN ORBACH (46th Ward):

CONGRATULATIONS TO MR. AND MRS. KENNETH GREEN
ON OCCASION OF THEIR GOLDEN WEDDING
ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Patricia H. and Kenneth A. Green pledged their eternal troth on August 1, 1936; and

WHEREAS, Their loving union generated a fine family and together all have long been pillars of their community, respected in their church, and admired by their many friends, neighbors and colleagues; and

WHEREAS, Mr. and Mrs. Green have been lifelong residents of Chicago and have selflessly devoted their efforts to the betterment of the community and the quality of life for all residents; and

WHEREAS, On Friday, August 1, 1986, Patricia H. and Kenneth A. Green celebrate their Golden Wedding Anniversary; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 29th day of July, 1986, do hereby extend our heartiest congratulations to Kenneth A. and Patricia H. Green on this momentous occasion and also our best for many happy and healthy future anniversaries and celebrations; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Mr. and Mrs. Green.

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

On motion of Alderman Orbach, the foregoing proposed resolution was *Adopted*, unanimously.

Referred -- NUTS ON CLARK, INCORPORATED, EXEMPTED FROM
PHYSICAL BARRIER REQUIREMENT.

Also, a proposed order to exempt Nuts on Clark, Incorporated from the provisions of Chicago Municipal Code Section 33-19.1 in reference to the requirement of physical barrier installments preventing alley access, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN VOLINI (48th Ward):

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE CHAPTER 37,
SECTION 37-7.1 CONCERNING RADIO PROVISIONS IN
PARKS AND PLAYGROUNDS.

A proposed ordinance to amend the Chicago Municipal Code Chapter 37, Section 37-7.1 in reference to the insertion of a radio-free provision in parks and playgrounds regulations, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- INSTALLATION OF CERTAIN BUSINESS AREA
SIGNS WITHIN 48TH WARD.

Also, a proposed ordinance for the installation of business area signs to be installed within certain locations on North Broadway, North Sheridan Road, West Granville Avenue and West Berwyn Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMITS TO HOLD SIDEWALK
SALE AT SPECIFIED LOCATION.

Also, a proposed order for the issuance of permits to the Bryn Mawr-Broadway- Ridge Merchants Association, c/o Mr. Bob Ackley, to hold a sidewalk sale on West Bryn Mawr

Avenue between North Broadway and North Kenmore Avenue for the periods of August 14 through 16, 1986, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- ISSUANCE OF SIGN PERMIT TO ERECT
SIGN/SIGNBOARD AT 5625 NORTH
BROADWAY.

Also, a proposed order for the issuance of a sign permit to E. R. Crosstown Electric for the erection of a sign/signboard at 5625 North Broadway for Loeber Motors, which was *Referred to the Committee on Zoning.*

Presented by

**ALDERMAN VOLINI (48th Ward) and
ALDERMAN ORR (49th Ward):**

Referred -- AMENDMENT OF ORDINANCE REGARDING
INSTALLATION OF CERTAIN BUSINESS
AREA SIGNS.

A proposed ordinance to amend the ordinance passed by the Chicago City Council on May 30, 1986 (C.J.P. p. 30359) within Section 1 of said ordinance in reference to the specific locations of certain business area signs, which was *Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN ORR (49th Ward):

CONGRATULATIONS EXTENDED TO SOCIETY OF AMERICAN
ARCHIVISTS ON OCCASION OF ITS
FIFTIETH ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, The Society of American Archivists is celebrating its fiftieth anniversary this year; and

WHEREAS, The Society of American Archivists brings together for mutual enlightenment and support archivists serving government agencies, libraries, museums, historical societies, academic institutions, businesses, churches and professional associations in sixty nations; and

WHEREAS, Archivists serve in a critical role in modern society by seeking out, preserving and making available the historic records which are the documentary heritage of our civilization, the foundation of our knowledge of history, and the proof of our legal rights in a free society; and

WHEREAS, The City of Chicago has directly benefited from archival research in the rediscovery of the City's original charter, long believed lost in the Great Fire of 1871; and

WHEREAS, The City of Chicago is home to the headquarters of the Society of American Archivists; and

WHEREAS, The City of Chicago will be the host city to the Society of American Archivists' Fiftieth Anniversary Meeting, to be held August 26-30, 1986 at the Chicago Marriott Hotel; now, therefore,

Be It Resolved, That the City Council of the City of Chicago congratulates the Society of American Archivists on the occasion of its Fiftieth Anniversary and commends the Society and its members on the important work which they undertake on behalf of all civilization; and

Be It Further Resolved, That the City Council of the City of Chicago on behalf of the citizens of our City welcomes the Society of American Archivists and its members to our City and wishes them a successful Fiftieth Anniversary Meeting; and

Be It Further Resolved, That a suitable copy of this resolution be prepared by the City Clerk for presentation to the Society of American Archivists at its Fiftieth Anniversary Meeting.

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

On motion of Alderman Orr, the foregoing proposed resolution was *Adopted* unanimously.

Presented by

ALDERMAN STONE (50th Ward):

Referred -- ISSUANCE OF PERMITS TO HOLD
SIDEWALK SALE ON PORTION OF
WEST DEVON AVENUE.

A proposed order for the issuance of permits to the Northtown Chamber of Commerce, c/o Mr. Donald Signer, to hold a sidewalk sale on West Devon Avenue from North Western to North California Avenues for the period from July 17 to July 19, 1986, which was *Referred to the Committee on Beautification and Recreation*.

5. *FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION
OF WARRANTS FOR COLLECTION, AND WATER
RATE EXEMPTIONS, ETC.*

Proposed ordinances, orders, etc., described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

BY ALDERMAN BLOOM (5th Ward):

LaRabida Children's Hospital and Research Center -- for electrical installations on the premises known as E. 65th Street at Lake Michigan.

BY ALDERMAN SOLIZ (25th Ward):

Eighteenth Street Development Corporation -- for remodeling of building by pre-apprentice training program on the premises known as 1839 to 1843 S. Carpenter Street.

BY ALDERMAN W. DAVIS (27th Ward):

Malcolm X College, 1900 W. Van Buren Street -- for abandonment and installation of 3 fire hydrants for proposed parking lot at W. Jackson Boulevard between S. Winchester Avenue and S. Honore Street on the premises known as Malcolm X College.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN HUTCHINSON (9th Ward):

A Wonderful Development Day Care Center, 12803 S. Halsted Street.

BY ALDERMAN CARTER (15th Ward):

Lithuanian Montessori School, 2743 W. 69th Street.

BY ALDERMAN LANGFORD (16th Ward):

St. Bernard Hospital, 64th Street and Dan Ryan Expressway.

BY ALDERMAN KELLEY (20th Ward):

Two Early Childhood Development Center, 6450 S. Champlain Avenue.

BY ALDERMAN W. DAVIS (27th Ward):

Chase House, Inc., 211 S. Ashland Avenue.

BY ALDERMAN D. DAVIS (29th Ward):

Loretto Hospital, 645 S. Central Avenue.

BY ALDERMAN VOLINI (48th Ward):

Christopher House Day Care Center, 1100 W. Lawrence Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN HUMES (8th Ward):

Jackson Park Hospital, 7531 S. Stony Island Avenue -- sign and surcharge inspections.

BY ALDERMAN KELLAM (18th Ward):

Ford City Sertoma, 4343 W. 83rd Street -- building inspection.

BY ALDERMAN SHEAHAN (19th Ward);

Washington and Jane Smith Home, 11300 S. Western Avenue -- boiler inspection.

BY ALDERMAN GARCIA (22nd Ward):

Chicago Boys and Girls Clubs, 2801 S. Ridgeway Avenue -- building inspection.

BY ALDERMAN SMITH (23th Ward):

Catholic Charities, 126 N. Desplaines Street -- building inspection.

BY ALDERMAN BANKS (36th Ward):

Galewood Community Church, 1748 N. Narragansett Avenue -- boiler, sign and surcharge inspections (2).

BY ALDERMAN PUCINSKI (41st Ward):

Norwegian Old Peoples Home, 6016 N. Nina Avenue -- sign and surcharge inspections.

Resurrection Health Care Corporation, 7435 W. Talcott Avenue -- building inspection.

BY ALDERMAN OBERMAN (43rd Ward):

Augustana Hospital, 411 W. Dickens Avenue -- sign and surcharge inspections.

Children's Memorial Hospital, 715 W. Belden Avenue -- building inspection.

WATER RATE EXEMPTION:

BY ALDERMAN LAURINO (39th Ward):

St. Richard Episcopal Church, 5101 W. Devon Avenue.

REFUND OF FEES:

BY ALDERMAN BLOOM (5th Ward):

LaRabida Children's Hospital and Research Center, E. 65th Street at Lake Michigan --
Refund of Permits 703459, 703460 and 710334 for electrical installations in the amount of
\$90.00.

BY ALDERMAN STONE (50th Ward):

Bernard Horwich/Meyer Kaplin Jewish Community Center, 3003 W. Touhy Avenue --
Refund of Day Care License Fee for the amount of \$75.00.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (July 9, 1986).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on July 9, 1986, at 10:00 A.M., signed by him as such City Clerk.

Alderman Evans moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

PROVISION MADE FOR NOVEMBER BALLOT INCLUSION OF
ADVISORY REFERENDUM PROPOSITION CONCERNING
EXPANSION OF BOARD OF EDUCATION FOR
CHICAGO PUBLIC SCHOOL SYSTEM.

On motion of Alderman Evans, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of August 29, 1984, pages 8310-8311, recommending that the City Council adopt a proposed resolution providing for an advisory referendum proposition to appear on the ballot concerning an elected Board of Education for the Chicago Public School System.

Alderman Evans presented the following substitute proposed resolution:

WHEREAS, The City Council of the City of Chicago has been requested by some of its citizens to consider the submission of an advisory referendum question, as set forth with particularity below, on the issue of whether the Board of Education of the City of Chicago

should be expanded to fifteen members so as to allow greater diversity in board membership, such question to be submitted to the voters of the City of Chicago at the general election scheduled for November 4, 1986; and

WHEREAS, The results of such a local referendum will constitute the opinion of the residents of the City of Chicago regarding the membership of the Board of Education of the City of Chicago, which is supported by public tax dollars; and

WHEREAS, The opinion of the voters of the City of Chicago is important to local public officials and state legislators, who must determine the best public policy for the City of Chicago and the State of Illinois; and

WHEREAS, It is deemed by the City Council of the City of Chicago to be in the best public interest to survey the opinion of the voters by submitting such a question to the voters at a general election; now, therefore,

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

SECTION 1. It is the determination of the City Council that the following question of public policy be submitted to the voters of this City as an advisory referendum at the general election scheduled for November 4, 1986, to wit:

"Should the Board of Education of the City of Chicago be expanded to fifteen members, so as to allow greater diversity in board membership?"

SECTION 2. This referendum shall be conducted, in all respects, in accordance with the provisions of the Illinois Election Code pertaining to the conduct of general elections, and in accordance with the statutes calling for the election scheduled for November 4, 1986, and providing for the pertinent publications, ballots, polling places and election judges for the election.

SECTION 3. The City Clerk shall deliver a certified copy of this resolution to the Chicago Board of Election Commissioners within 24 hours after its passage.

Alderman Burke moved to lay on the table the foregoing proposed substitute resolution. The motion to table was lost by yeas and nays as follows:

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, McLaughlin, Orbach, Schuler, Stone -- 23.

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Alderman Evans then moved to *Substitute* the foregoing proposed resolution for the proposed resolution recommended by the Committee on Finance on August 29, 1984.

The clerk called the roll on the motion to substitute and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25 .

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, McLaughlin, Orbach, Schulter, Stone -- 23.

The Chair announced the vote, and citing Illinois Revised Statutes, Chapter 24, Paragraph 3-11-14, cast its vote in favor of the motion to substitute, declaring it *Prevailed* 26-23.

Thereupon, Alderman Evans moved to *Adopt* the said proposed substitute resolution.

The clerk then called the roll on Alderman Evans' motion to adopt the said proposed substitute resolution and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25 .

Nays -- Aldermen Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, McLaughlin, Orbach, Schulter, Stone -- 22.

The Chair announced the vote, and citing Illinois Revised Statutes, Chapter 24, Paragraph 3-11-14, cast its vote in favor of the motion to adopt the proposed substitute resolution, declaring it *Adopted* 26-22.

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

Alderman Evans then requested that the record reflect the said adopted resolution was transmitted to the Mayor who affixed his signature to the same at 1:35 P.M.

The following is said resolution as adopted:

WHEREAS, The City Council of the City of Chicago has been requested by some of its citizens to consider the submission of an advisory referendum question, as set forth with particularity below, on the issue of whether the Board of Education of the City of Chicago should be expanded to fifteen members so as to allow greater diversity in board membership, such question to be submitted to the voters of the City of Chicago at the general election scheduled for November 4, 1986; and

WHEREAS, The results of such a local referendum will constitute the opinion of the residents of the City of Chicago regarding the membership of the Board of Education of the City of Chicago, which is supported by public tax dollars; and

WHEREAS, The opinion of the voters of the City of Chicago is important to local public officials and state legislators, who must determine the best public policy for the City of Chicago and the State of Illinois; and

WHEREAS, It is deemed by the City Council of the City of Chicago to be in the best public interest to survey the opinion of the voters by submitting such a question to the voters at a general election; now, therefore,

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

SECTION 1. It is the determination of the City Council that the following question of public policy be submitted to the voters of this City as an advisory referendum at the general election scheduled for November 4, 1986, to wit:

"Should the Board of Education of the City of Chicago be expanded to fifteen members, so as to allow greater diversity in board membership?"

SECTION 2. This referendum shall be conducted, in all respects, in accordance with the provisions of the Illinois Election Code pertaining to the conduct of general elections, and in accordance with the statutes calling for the election scheduled for November 4, 1986, and providing for the pertinent publications, ballots, polling places and election judges for the election.

SECTION 3. The City Clerk shall deliver a certified copy of this resolution to the Chicago Board of Election Commissioners within 24 hours after its passage.

PROVISION MADE FOR NOVEMBER BALLOT INCLUSION
OF ADVISORY REFERENDUM PROPOSITION
CONCERNING LEGALIZATION OF
GAMBLING IN CHICAGO.

On motion of Alderman Evans, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of Proceedings of August 29, 1984, pages 8311-8312, recommending that the City Council adopt a proposed resolution providing for an advisory referendum proposition to appear on the ballot concerning the legalization of gambling in non-residential areas of the City of Chicago.

Alderman Evans presented the following substitute proposed resolution:

WHEREAS, This City Council has been requested by some of its citizens to consider the submission of an advisory referendum question, as set forth with particularity below, on the issue of the legalization of gambling in the City of Chicago, such question to be submitted to the voters of the City of Chicago at the general election scheduled for November 4, 1986; and

WHEREAS, The results of such a local referendum will constitute the opinion of the residents of the City of Chicago who pay taxes to support the operations of City government; and

WHEREAS, The opinion of the voters of the City of Chicago on this question is important to public officials who must determine the best public policy for the City of Chicago; and

WHEREAS, It is deemed by the City Council of the City of Chicago to be in the best public interest to survey the opinion of the voters by submitting such question to the voters at the general election; now, therefore,

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

SECTION 1. It is the determination of the City Council that the following question of public policy be submitted to the voters of this City as an advisory referendum at the general election scheduled for November 4, 1986, to wit:

"Should legalized gambling be permitted in non-residential areas of the City of Chicago?"

SECTION 2. This referendum shall be conducted, in all respects, in accordance with the provisions of the Illinois Election Code pertaining to the conduct of general elections, and in accordance with the statutes calling for the election scheduled for November 4, 1986, and providing for the pertinent publications, ballots, polling places and election judges for the election.

SECTION 3. The City Clerk shall deliver a certified copy of this resolution to the Chicago Board of Election Commissioners within 24 hours after its passage.

Alderman Evans moved to *Substitute* the foregoing proposed resolution for the proposed resolution recommended by the Committee on Finance on August 29, 1984.

The clerk called the roll on the motion to substitute and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone -- 23.

The Chair announced the vote, and citing Illinois Revised Statutes, Chapter 24, Paragraph 3-11-14, cast its vote in favor of the motion to substitute, declaring it *Prevailed* 26-23.

Alderman Stone and Alderman Madrzyk then moved to defer and publish the said proposed substitute resolution.

The Chair ruled the motion to defer and publish out of order.

Thereupon, Alderman Evans moved to *Adopt* the said proposed substitute resolution.

The clerk called the roll on Alderman Evans' motion to adopt the said proposed substitute resolution and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 23.

The Chair announced the vote, and citing Illinois Revised Statutes, Chapter 24, Paragraph 3-11-14, cast its vote in favor of the motion to adopt the proposed substitute resolution, declaring it *Adopted* 26-23.

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

Alderman Evans then requested that the record reflect the said adopted resolution was transmitted to the Mayor who affixed his signature to the same at 1:53 P.M.

The following is said resolution as adopted:

WHEREAS, The City Council has been requested by some of its citizens to consider the submission of an advisory referendum question, as set forth with particularity below, on the issue of the legalization of gambling in the City of Chicago, such question to be submitted to the voters of the City of Chicago at the general election scheduled for November 4, 1986; and

WHEREAS, The results of such a local referendum will constitute the opinion of the residents of the City of Chicago who pay taxes to support the operations of City government; and

WHEREAS, The opinion of the voters of the City of Chicago on this question is important to public officials who must determine the best public policy for the City of Chicago; and

WHEREAS, It is deemed by the City Council of the City of Chicago to be in the best public interest to survey the opinion of the voters by submitting such question to the voters at the general election; now, therefore,

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

SECTION 1. It is the determination of the City Council that the following question of public policy be submitted to the voters of this City as an advisory referendum at the general election scheduled for November 4, 1986, to wit:

"Should legalized gambling be permitted in non-residential areas of the City of Chicago?"

SECTION 2. This referendum shall be conducted, in all respects, in accordance with the provisions of the Illinois Election Code pertaining to the conduct of general elections, and in accordance with the statutes calling for the election scheduled for November 4, 1986, and providing for the pertinent publications, ballots, polling places and election judges for the election.

SECTION 3. The City Clerk shall deliver a certified copy of this resolution to the Chicago Board of Election Commissioners within 24 hours after its passage.

PROVISION MADE FOR NOVEMBER BALLOT INCLUSION OF
ADVISORY REFERENDUM PROPOSITION REQUESTING
UNITED STATES CONGRESS TO ENACT
"NATURAL GAS COMPETITION ACT".

On motion of Alderman Evans, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of August 29, 1984, pages 8313-8314, recommending that the City Council adopt a proposed resolution providing for an advisory referendum proposition to appear on the ballot requesting the United States Congress enact the Natural Gas Consumer Relief Act.

Alderman Evans presented the following substitute proposed resolution:

WHEREAS, The City Council of the City of Chicago has been asked by some of its citizens to consider the submission of an advisory referendum question, as hereinafter specifically set forth, on the question of the Natural Gas Competition Act; this advisory referendum to be submitted to the voters of the City of Chicago at the general election scheduled for November 4, 1986; and

WHEREAS, The results of such a local referendum will constitute the opinion of the residents of the City of Chicago regarding the Natural Gas Competition Act; and

WHEREAS, The opinion of the voters of the City of Chicago on this question is important to local, state and federal public officials in determining the best public policy for the United States, the State of Illinois and the City of Chicago; and

WHEREAS, It is deemed by the City Council of the City of Chicago to be in the best public interest to survey the opinion of the voters by submitting such question to the voters at the general election; now, therefore,

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

SECTION 1. It is the determination of the City Council that the following question of public policy be submitted to the voters of this City as an advisory referendum at the general election scheduled for November 4, 1986, to wit:

"Shall the United States Congress enact Senate Bill 834, the 'Natural Gas Competition Act,' which would lower natural gas prices by requiring utility companies and gas pipeline companies to transport gas from less expensive sources to gas consumers?"

SECTION 2. This referendum shall be conducted, in all respects, in accordance with the provisions of the Illinois Election Code pertaining to the conduct of general elections, and in accordance with the statutes calling for the election scheduled for November 4, 1986, providing for the pertinent publications, ballots, polling places and election judges for the election.

SECTION 3. The City Clerk shall deliver a certified copy of this resolution to the Chicago Board of Election Commissioners within 24 hours after its passage.

Alderman Evans moved to *Substitute* the foregoing proposed resolution for the proposed resolution recommended by the Committee on Finance on August 29, 1984. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Hansen, Volini, Orr -- 27.

Nays -- Aldermen Vrdolyak, Huels, Majerczyk, Madrzyk, Kellam, Krystyniak, Hagopian, Gabinski, Mell, Kotlarz, Banks, Laurino, Pucinski, McLaughlin, Orbach, Schuler, Stone -- 17.

Thereupon, on motion of Alderman Evans, the said proposed substitute resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Hansen, Volini, Orr -- 27.

Nays -- Aldermen Vrdolyak, Huels, Majerczyk, Madrzyk, Kellam, Krystyniak, Hagopian, Gabinski, Mell, Kotlarz, Banks, Laurino, Pucinski, McLaughlin, Orbach, Schuler, Stone -- 17.

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

Alderman Evans then requested that the record reflect the said adopted resolution was transmitted to the Mayor who affixed his signature to the same at 2:20 P.M.

The following is said resolution as adopted:

WHEREAS, The City Council of the City of Chicago has been asked by some of its citizens to consider the submission of an advisory referendum question, as hereinafter specifically set forth, on the question of the Natural Gas Competition Act; this advisory referendum to be submitted to the voters of the City of Chicago at the general election scheduled for November 4, 1986; and

WHEREAS, The results of such a local referendum will constitute the opinion of the residents of the City of Chicago regarding the Natural Gas Competition Act; and

WHEREAS, The opinion of the voters of the City of Chicago on this question is important to local, state and federal public officials in determining the best public policy for the United States, the State of Illinois and the City of Chicago; and

WHEREAS, It is deemed by the City Council of the City of Chicago to be in the best interest to survey the opinion of the voters by submitting such question to the voters at the general election; now, therefore,

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

SECTION 1. It is the determination of the City Council that the following question of public policy be submitted to the voters of this City as an advisory referendum at the general election scheduled for November 4, 1986, to wit:

"Shall the United States Congress enact Senate Bill 834, the 'Natural Gas Competition Act,' which would lower natural gas prices by requiring utility companies and gas pipeline companies to transport gas from less expensive sources to gas consumers?"

SECTION 2. This referendum shall be conducted, in all respects, in accordance with the provisions of the Illinois Election Code pertaining to the conduct of general elections, and in accordance with the statutes calling for the election scheduled for November 4, 1986, and providing for the pertinent publications, ballots, polling places and election judges for the election.

SECTION 3. The City Clerk shall deliver a certified copy of this resolution to the Chicago Board of Election Commissioners within 24 hours after its passage.

APPROVAL GIVEN TO AMENDMENT TO COLLECTIVE
BARGAINING AGREEMENT BETWEEN CITY
AND CHICAGO FIRE FIGHTERS
UNION LOCAL NO. 2.

On motion of Alderman Evans, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings on July 9, 1986, pages 31514-31516, recommending that the City Council pass a proposed ordinance approving an amendment to the collective bargaining agreement between the City and the Chicago Fire Fighters Union Local No. 2

Alderman Oberman presented the following substitute proposed ordinance:

WHEREAS, On April 9, 1986, the City of Chicago through its City Council accepted the arbitrator's award dated March 13, 1986, in American Arbitration Association Case No. 51 39 0058 84R, between the City of Chicago and the Chicago Fire Fighters Union, Local No. 2, except insofar as said award denied retroactive salary and other retroactive benefit increases in cases of personnel represented by said Union and separated from employment in the Chicago Fire Department between January 1, 1984, and April 9, 1986; and

WHEREAS, To the extent that said award was not accepted it was remanded to the arbitrator for additional proceedings in accordance with applicable law; and

WHEREAS, On June 26, 1986, the arbitrator made his Supplemental Award of in said proceedings, dealing with the issue of retroactive benefits; and

WHEREAS, Said Supplemental Award became final and binding on the City and the Union on July 16, 1986, for failure of three-fifths of the City Council to reject it within twenty days after issuance, in accordance with Section 14(n) of the Illinois Public Labor Relations Act; and

WHEREAS, Said Supplemental Award is ambiguous, in that at various places it approves retroactive increases in behalf of employees who were represented by the Union and who died between January 1, 1984 and April 9, 1986, and at other times indicates that such retroactive benefits should be paid only in behalf of those employees who died in the line of duty; and

WHEREAS, It was the intention of the City Council on April 9, 1986, to request that the arbitrator consider retroactive increases in behalf of those employees who were represented by the Union and who died between January 1, 1984, and April 9, 1986, regardless of the cause of death; and

WHEREAS, In order to implement its intention, the City Council levied taxes and appropriated funds sufficient to pay retroactive increases in behalf of those employees who were represented by the Union and who died between January 1, 1984, and April 9, 1986; now, therefore,

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

SECTION 1. In the implementation of the Award and Supplemental Award in American Arbitration Association Case No. 51 39 0058 84R, between the City and said Union, employees who were represented by said Union and who died between January 1, 1984, and April 9, 1986, shall be treated in the same manner regardless of cause of death, and retroactive salary and other benefit increases, calculated in accordance with the award, shall be paid in behalf of such deceased employees.

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

Alderman Sheahan then presented the following proposed amendment to the substitute proposed ordinance:

I hereby move to amend the proposed substitute ordinance concerning the Chicago Fire Fighters Union Local No. 2 Collective Bargaining Agreement by adding the language in italics as follows:

WHEREAS, It was the intention of the City Council on April 9, 1986, to request that the arbitrator consider retroactive increases in behalf of those employees who were represented by the Union and who died between January 1, 1984, and April 9, 1986, regardless of the cause of death *and those employees who retired during that period of time because of retirement based upon age and service*; and

* * * * *

SECTION 1. In the implementation of the award and supplemental award in American Arbitration Association Case No. 51 39 0058 84R, between the City and said Union, employees who were represented by said Union *and who retired by reason of age and service* and who died between January 1, 1984 and April 9, 1986 shall be treated in the same manner regardless of cause of death, retroactive salary and other benefit increases, calculated in accordance with the award, shall be paid in behalf of such *retirees and* deceased employees.

Alderman Sheahan moved to adopt the foregoing proposed amendment to the substitute proposed ordinance. The motion was lost by yeas and nays as follows:

Yeas -- Aldermen Vrdolyak, Huels, Majerczyk, Madrzyk, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Gabinski, Mell, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, Orbach, Schulter, Stone -- 21.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Oberman, Volini, Orr -- 24.

Alderman Oberman then moved to *Substitute* the foregoing proposed ordinance for the proposed ordinance recommended by the Committee on Finance on July 9, 1986.

The clerk called the roll on the motion to substitute and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Oberman, Volini, Orr -- 24.

Nays -- Aldermen Vrdolyak, Huels, Majerczyk, Madrzyk, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Gabinski, Mell, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Stone -- 22.

Alderman Frost then moved for a verification of the foregoing roll call vote.

Thereupon, the clerk re-called the roll on the motion to substitute and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Gabinski, Mell, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone -- 22.

The Chair announced the vote, and citing Illinois Revised Statutes, Chapter 24, Paragraph 3-11-14, cast it vote for the motion to substitute, declaring it *Prevailed* 26-22.

Thereupon, Alderman Evans moved to *Pass* the substitute proposed ordinance.

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Gabinski, Mell, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone -- 22.

The Chair then announced the vote and, citing Illinois Revised Statutes, Chapter 24, Paragraph 3-11-14, cast its vote in favor of the substitute ordinance, declaring it *Passed* 26-22.

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

The following is said ordinance as passed:

WHEREAS, On April 9, 1986, the City of Chicago through its City Council accepted the arbitrator's award dated March 13, 1986, in American Arbitration Association Case No. 51 39 0058 84R, between the City of Chicago and the Chicago Fire Fighters Union, Local No. 2, except insofar as said award denied retroactive salary and other retroactive benefit increases in cases of personnel represented by said Union and separated from employment in the Chicago Fire Department between January 1, 1984, and April 9, 1986; and

WHEREAS, To the extent that said award was not accepted it was remanded to the arbitrator for additional proceedings in accordance with applicable law; and

WHEREAS, On June 26, 1986, the arbitrator made his Supplemental Award of in said proceedings, dealing with the issue of retroactive benefits; and

WHEREAS, Said Supplemental Award became final and binding on the City and the Union on July 16, 1986, for failure of three-fifths of the City Council to reject it within twenty days after issuance, in accordance with Section 14(n) of the Illinois Public Labor Relations Act; and

WHEREAS, Said Supplemental Award is ambiguous, in that at various places it approves retroactive increases in behalf of employees who were represented by the Union and who died between January 1, 1984, and April 9, 1986, and at other times indicates that such retroactive benefits should be paid only in behalf of those employees who died in the line of duty; and

WHEREAS, It was the intention of the City Council on April 9, 1986, to request that the arbitrator consider retroactive increases in behalf of those employees who were represented by the Union and who died between January 1, 1984, and April 9, 1986, regardless of the cause of death; and

WHEREAS, In order to implement its intention, the City Council levied taxes and appropriated funds sufficient to pay retroactive increases in behalf of those employees who were represented by the Union and who died between January 1, 1984, and April 9, 1986; now, therefore,

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

SECTION 1. In the implementation of the Award and Supplemental Award in American Arbitration Association Case No. 51 39 0058 84R, between the City and said Union, employees who were represented by said Union and who died between January 1, 1984, and April 9, 1986, shall be treated in the same manner regardless of cause of death, and retroactive salary and other benefit increases, calculated in accordance with the award, shall be paid in behalf of such deceased employees.

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

CHICAGO ZONING ORDINANCE, CHAPTER 194A OF MUNICIPAL
CODE AMENDED CONCERNING FLOOR AREA RATIOS IN
R2 ZONING DISTRICTS.

On motion of Alderman Gabinski, the City Council took up for consideration the report of the Committee on Zoning deferred and published in the Journal of the Proceedings on July 9, 1986, pages 31620-31621, recommending that the City Council pass a proposed ordinance amending Chapter 194A of the Municipal Code, the Chicago Zoning Ordinance, concerning floor area ratios in R2 Zoning Districts.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

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 Municipal Code of Chicago, Chapter 194A, the Chicago Zoning Ordinance, is hereby amended adding the language in italics and by deleting the language in brackets below, in Section 7.6-2, as follows:

7.6-2 Maximum Floor Area Ratio -- R2 Single-Family Residence District.

In an R2 District, the floor area ratio shall not exceed [0.65] 0.5.

SECTION 2. That the Municipal Code of Chicago, Chapter 194A, the Chicago Zoning Ordinance, is hereby amended by adding the following new paragraph to Section 11.7-4, in italics below:

11.7-4(12) To increase to not more than 0.65 the permitted floor area ratio for an existing single family home located in an R2 Single-Family Residence District.

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

CHICAGO ZONING ORDINANCE, CHAPTER 194A OF
MUNICIPAL CODE AMENDED TO RECLASSIFY
PARTICULAR AREAS.

On motion of Alderman Gabinski, the City Council took up for consideration the report of the Committee on Zoning deferred and published in the Journal of Proceedings on July 9, 1986, pages 31621-31655, recommending that the City Council pass proposed ordinances amending Chapter 194A of the Municipal Code, the Chicago Zoning Ordinance, to reclassify particular areas.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 49.

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):

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, Chapter 194A of the Municipal Code of Chicago, be, and is hereby amended by supplementing all the B7-7 General Central Business District symbols and indications as shown on Map No. 1-F to reflect the establishment of a Communications Planned Development for the erection of earth station antennae on the roof of the building commonly known as 190 North State Street, in the area bounded by West Lake Street; North State Street; West Couch Place; and a line approx. 163.69 feet west of and approx. parallel to North State Street.

SECTION 2. This Communications Planned Development is specifically for the erection of the earth station receiving dishes 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.

[Communications Planned Development printed on pages 32611
through 32616 on this Journal.]

*Reclassification of Area Shown on Map No. 3-F
(as Amended).*

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

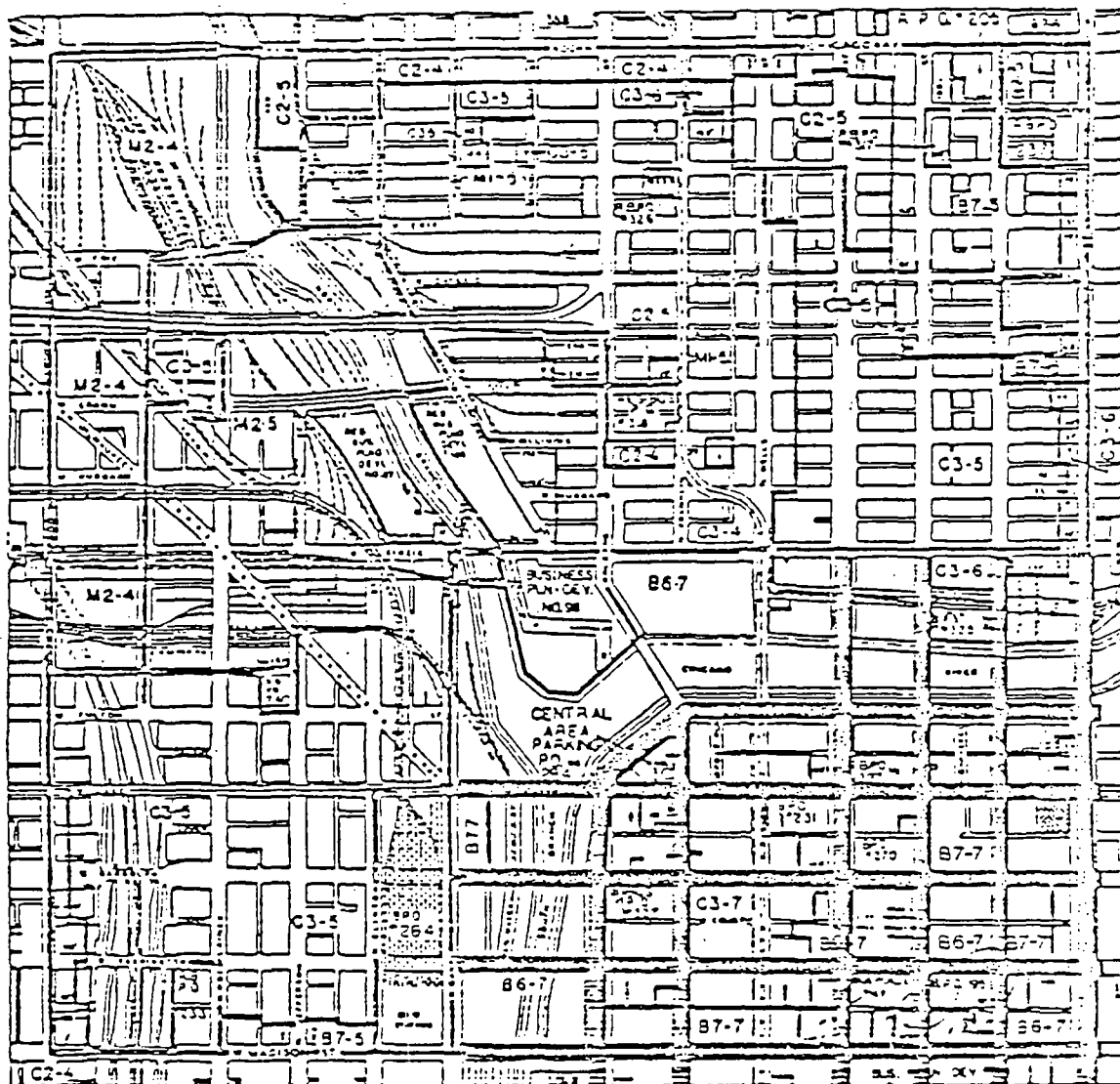
SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R7 General Residence District symbols and indications as shown on Map No. 3-F in the area bounded by

(Continued on page 32617)

COMMUNICATIONS PLANNED DEVELOPMENT
BULK REGULATIONS DATA

For that certain property located generally between West Lake Street,
 North State Street and West Cough Place in Chicago, Illinois

Net Site Area:	29, 600 square feet (.680 acres)	
Permitted Uses:	The following existing or proposed earth station and microwave receiving and transmission dishes:	
	1-6 ft. diameter microwave, 1-4 ft. diameter microwave, 2-2 ft. diameter microwave, 2-4.57 m. earth station, 1-4.5 m. earth station, 1-7.3 m. earth station and 1-5.6 m. earth station	
Maximum Floor Area Ratio:	N/A	
Maximum Percentage of Site Coverage:	N/A	
Minimum Number of Off-Street Parking Spaces:	N/A	
Minimum Number of Loading Berths:	N/A	
Minimum Setbacks:	N/A	
Gross Site Area Calculations:	Net Site Area	29,600 Square Feet
	Approximate Area to remain in public right- of-way (West Lake Street, North State Street and West Cough Place)	
		<u>26,625 Square Feet</u>
	Approx. Gross Site Area:	51,225 Square Feet

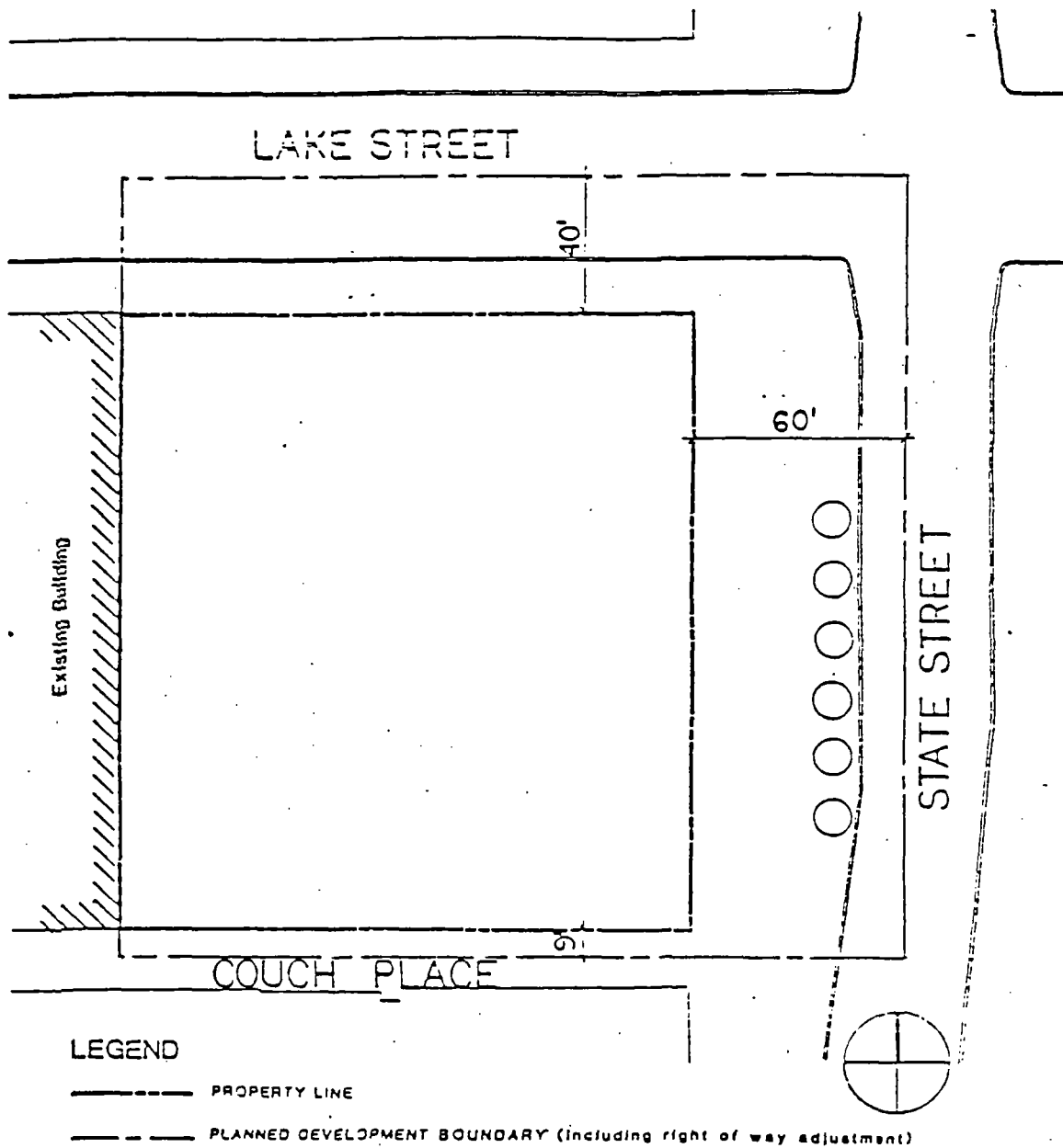


LEGEND

-  Preferential Streets
-  Planned Development

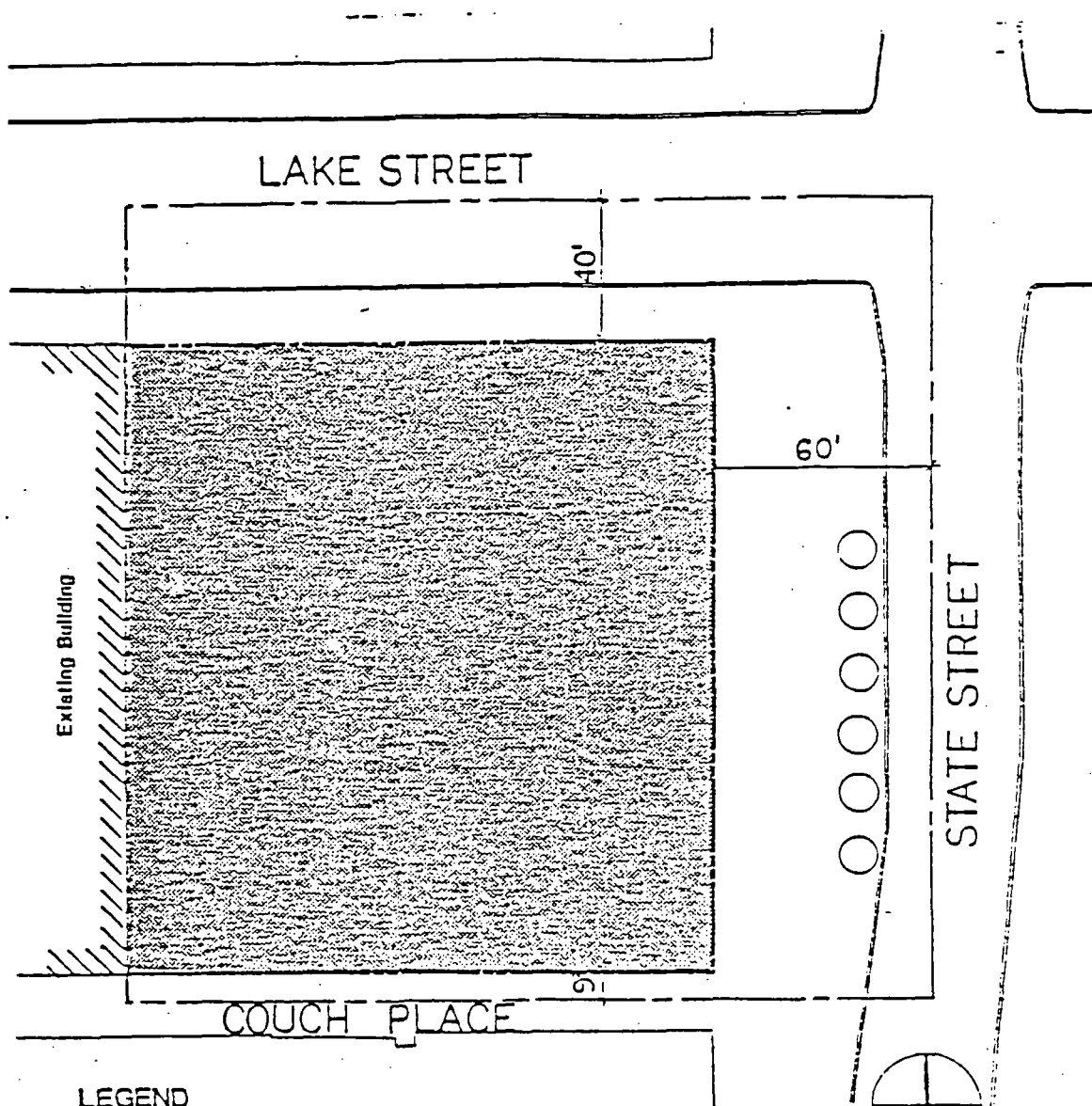
Applicant: American Broadcasting Companies, Inc.
1330 Avenue of the Americas,
New York, New York

ABC/WLS TV
190 North State Street
Chicago, Illinois



Applicant: American Broadcasting Companies, Inc.
1330 Avenue of the Americas,
New York, New York

ABC/WLS TV
190 North State Street
Chicago, Illinois

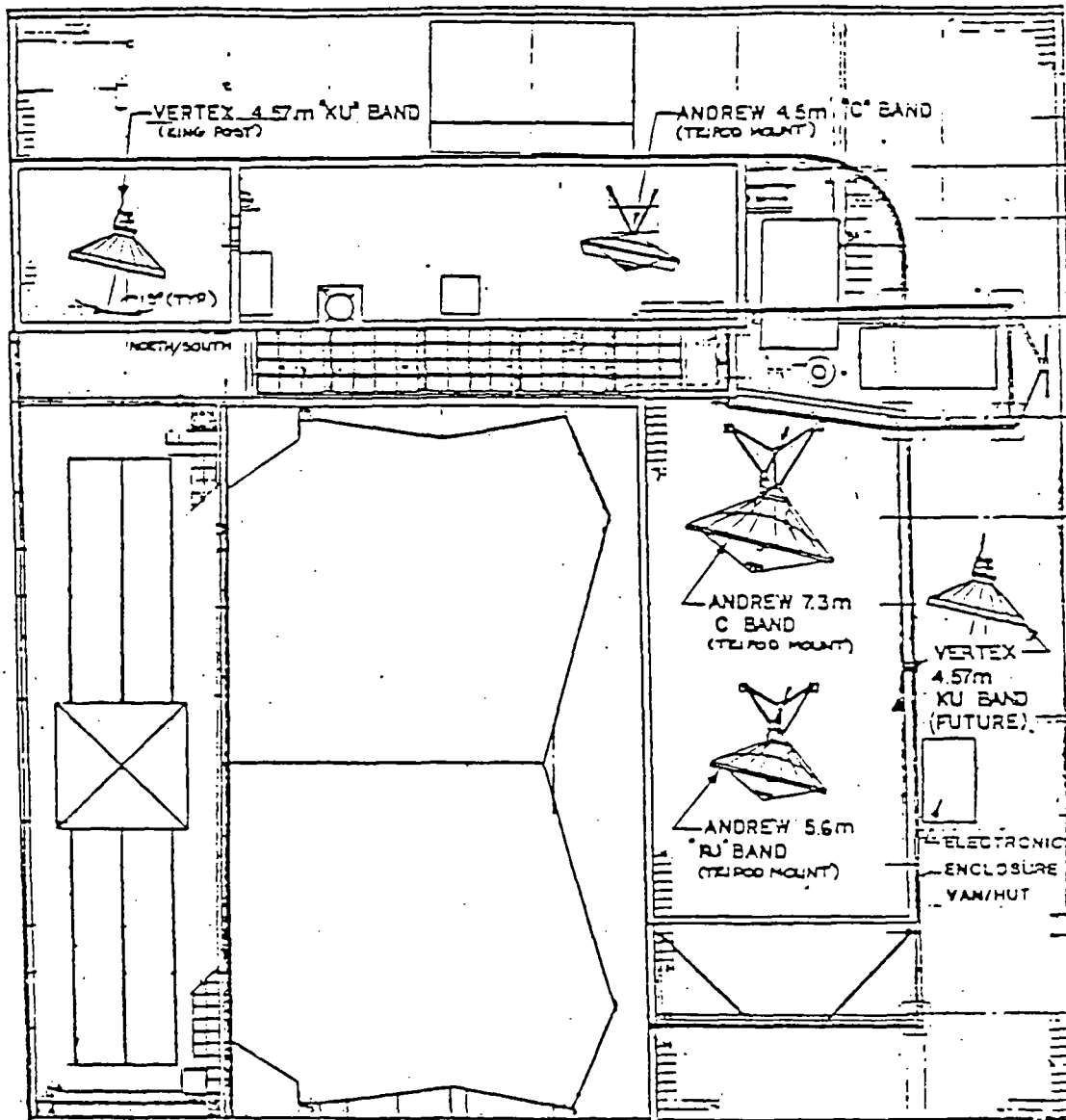


LEGEND

- PROPERTY LINE
- PLANNED DEVELOPMENT BOUNDARY (including right of way adjustment)
- Existing office & television broadcasting uses and television receiving and transmitting antenna as permitted by the Plan of Development

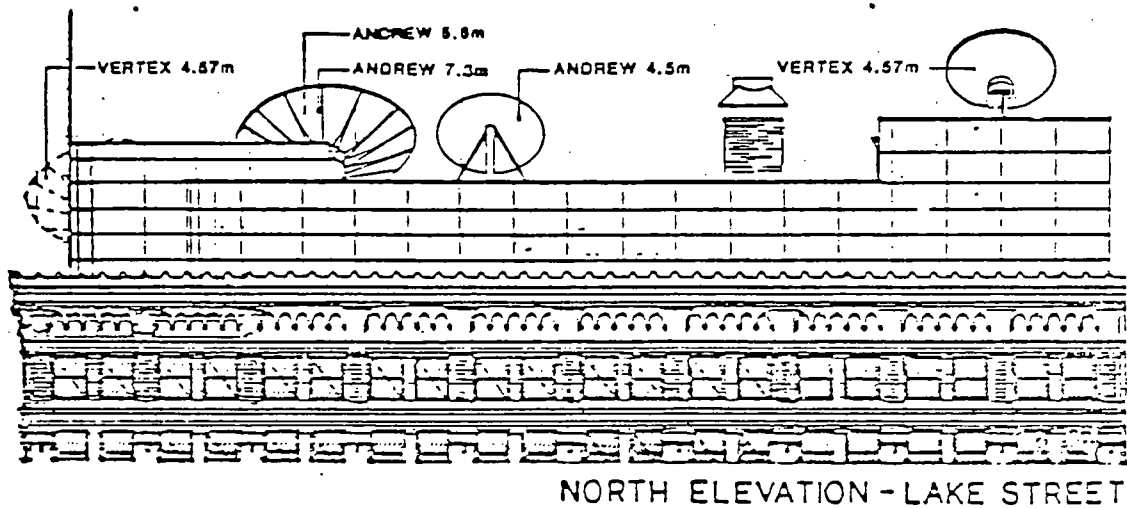
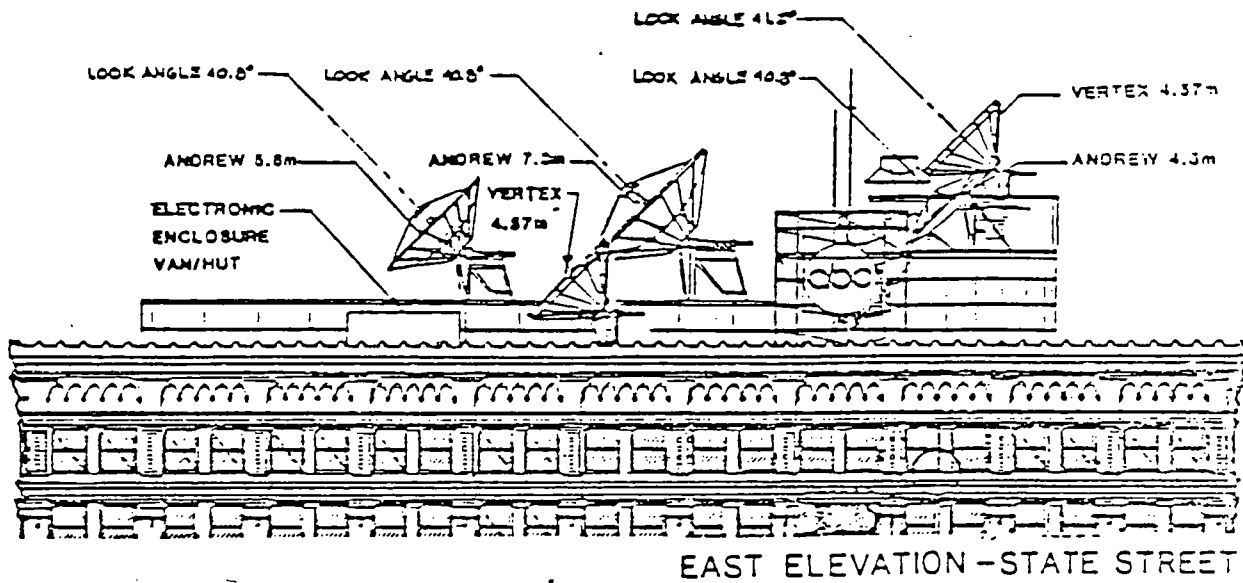
Applicant: American Broadcasting Companies, Inc.
1330 Avenue of the Americas,
New York, New York

ABC/WLS TV
180 North State Street
Chicago, Illinois



Applicant: American Broadcasting Companies, Inc.
1330 Avenue of the Americas,
New York, New York

ABC/WLS TV
190 North State Street
Chicago, Illinois



Applicant: American Broadcasting Companies, Inc.
1330 Avenue of the Americas,
New York, New York

ABC/WLS TV
190 North State Street
Chicago, Illinois

(Continued from page 32610)

West Tooker Place; a line 108.7 feet west of North State Street; West Chestnut Street; a line 313.5 feet east of North Dearborn Street; West Pearson Street; the alley next west of and parallel to North State Street; the alley next north of and parallel to West Chicago Avenue or the line thereof if extended where no street exists; North Dearborn Street; a line 100 feet north of West Chicago Avenue; the alley next west of and parallel to North Dearborn Street; West Chestnut Street; and North Dearborn Street,

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. 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 C2-4 General Commercial District and R7 General Residence District symbols and indications as shown on Map No. 3-F in the area bounded by

a line 100.30 feet north of West Oak Street; the alley next east of North Clark Street; the alley next north of West Oak Street; North Dearborn Street; West Oak Street; and North Clark Street,

to the designation of a Residential-Institutional 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.

[Residential-Institutional Planned Development printed on pages
32618 through 32623 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. 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 R6 General Residence District symbols and indications as shown on Map No. 3-F in the area bounded by

(Continued on page 32624)

RESIDENTIAL-INSTITUTIONAL PLANNED DEVELOPMENT NO.PLAN OF DEVELOPMENTSTATEMENTS

1. The area herein designated as "Residential-Institutional Planned Development" is owned or controlled by Illinois Masonic Medical Center, an Illinois Not for Profit Corporation.
2. Off-street parking and loading facilities shall be provided in compliance with this Residential-Institutional Planned Development, subject to the review of the Department of Public Works and the approval of the Department of Planning.
3. All applicable official reviews, approvals and permits required shall be obtained by the Applicant.
4. Dedication or vacation of streets, alleys and easements or adjustments to right-of-ways or consolidation or resubdivision shall require a separate submittal on behalf of the Applicant and approval by the City Council.
5. The uses of the area delineated as a Residential-Institutional Planned Development will consist of a healthcare facility containing skilled care nursing home beds and related uses, apartments for the elderly, dining facilities and other related and accessory uses including off-street parking and loading. The facility will be devoted to nursing care, housing of the elderly, and the activities related to the operation and administration of such a facility.
6. Any and all service drives or other ingress and egress shall be adequately designed and paved in accordance 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. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago.
7. Identification signs shall be permitted within the Residential-Institutional Planned Development subject to the review and approval of the Department of Inspectional Services and the Department of Planning.

APPLICANT: Illinois Masonic Medical Center

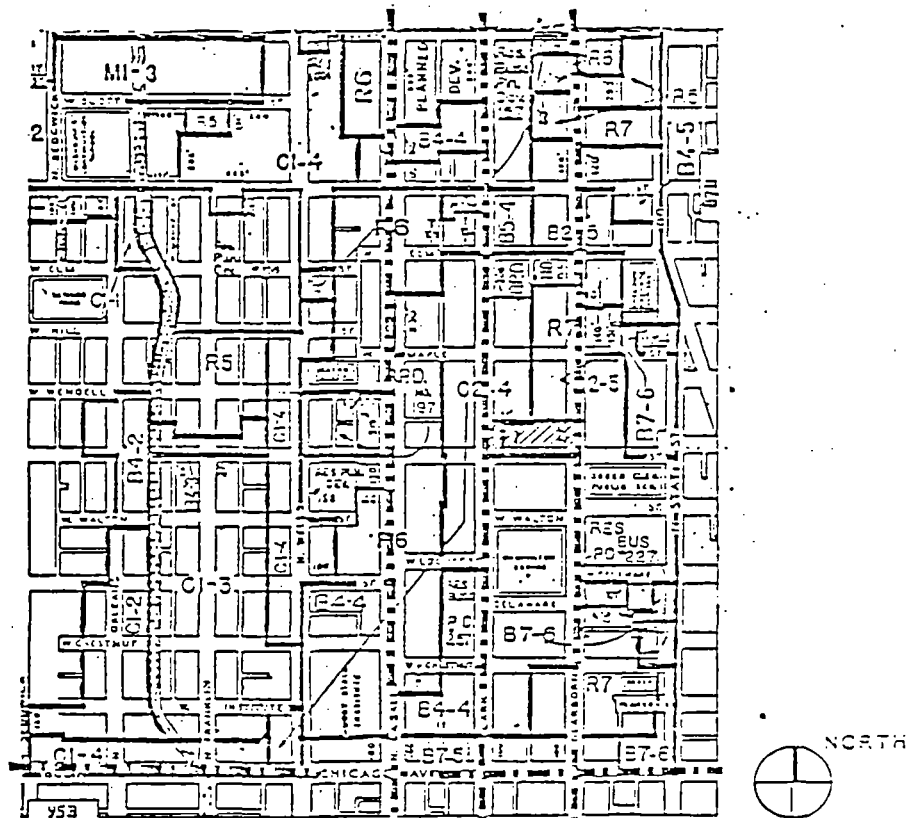
ADDRESS: 836 West Wellington Avenue

DATE:

8. The information contained in the tables and maps attached hereto provide data concerning the generalized plan of land use for the subject area. These exhibits demonstrate that the development shall be in compliance with the Residential-Institutional Planned Development classification and with the intent and purpose of the Chicago Zoning Ordinance.
9. The Residential-Institutional Planned Development herein outlined, and as set forth in the exhibits attached hereto, is subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments," as promulgated by the Commissioner of Planning.

APPLICANT: Illinois Masonic Medical Center
ADDRESS: 836 West Wellington Avenue
DATE:

RESIDENTIAL-INSTITUTIONAL PLANNED DEVELOPMENT
EXISTING ZONES AND PREFERENTIAL STREETS SYSTEMS



Residential-Institutional Planned Development



Preferential Streets

APPLICANT: Illinois Masonic Medical Center

ADDRESS: 836 West Wellington Avenue

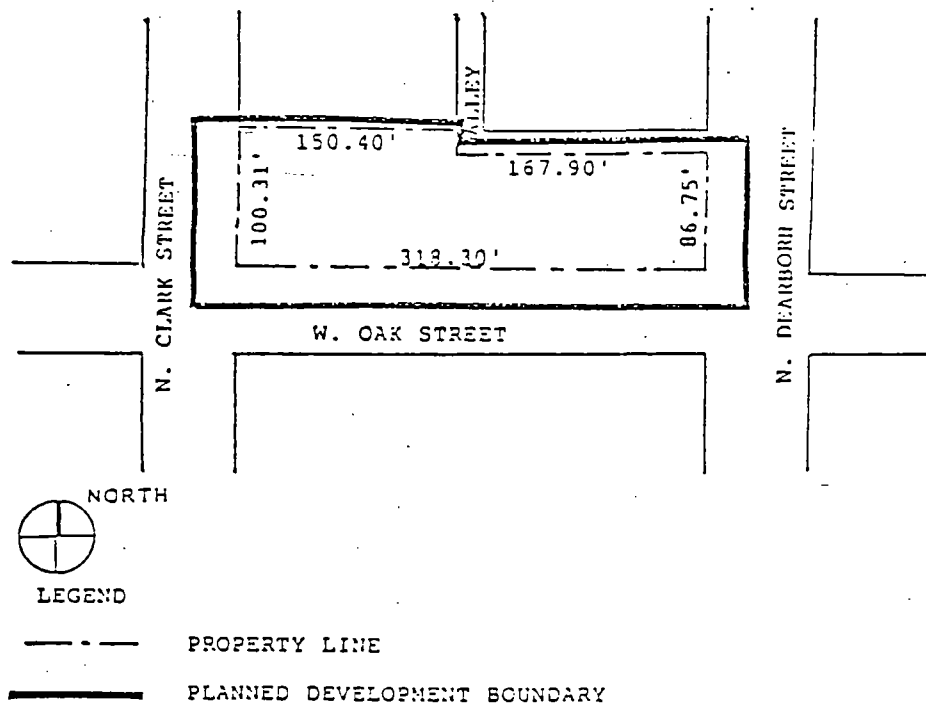
DATE:

7/29/86

UNFINISHED BUSINESS

32621

RESIDENTIAL-INSTITUTIONAL PLANNED DEVELOPMENT -
PROPERTY LINE MAP AND RIGHT OF WAY ADJUSTMENTS

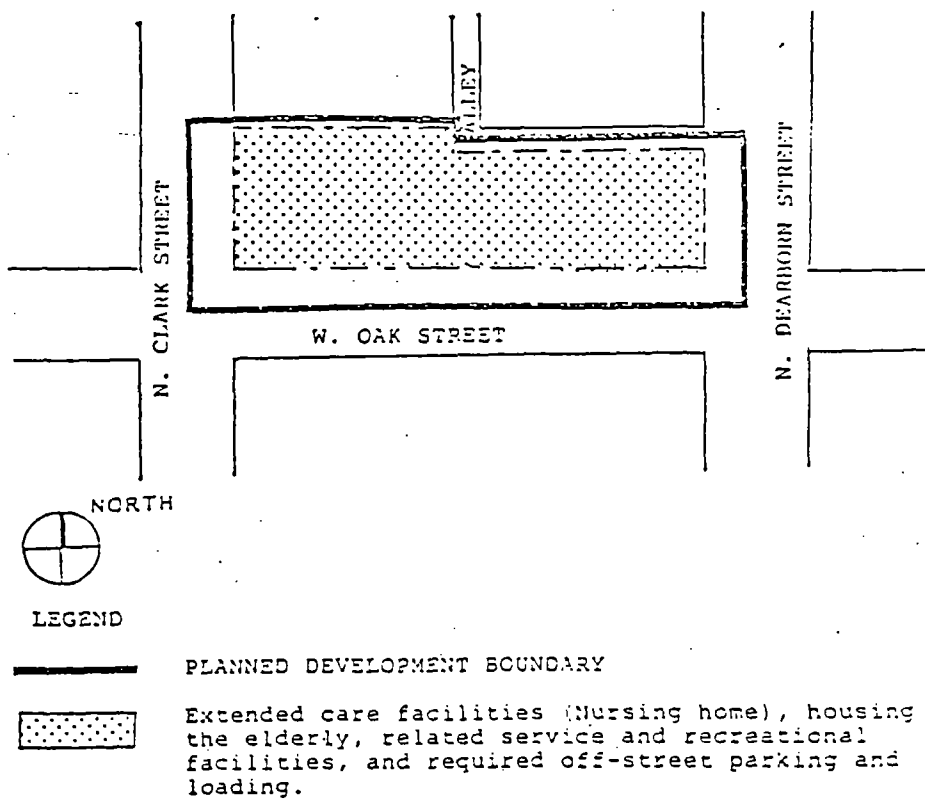


APPLICANT: Illinois Masonic Medical Center

ADDRESS: 836 West Wellington Avenue

DATE:

RESIDENTIAL-INSTITUTIONAL PLANNED DEVELOPMENT
GENERALIZED LAND USE PLAN



APPLICANT: Illinois Masonic Medical Center

ADDRESS: 836 West Wellington Avenue

DATE:

RESIDENTIAL-INSTITUTIONAL PLANNED DEVELOPMENT No. _____
 PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA

NET SITE AREA Sq. Ft.	GENERAL DESCRIPTION OF Acres LAND USE	MAXIMUM F.A.R.	MAXIMUM PERCENT OF LAND COVERED
29,650	0.68 Extended care facilities (Nursing home), housing for the elderly, related service and recreational facilities, and required off-street parking and loading.	8.75	85%

GROSS SITE AREA = NET SITE AREA: 0.68 acres PLUS AREAS IN
 PUBLIC RIGHTS OF WAY: 0.51 acres = 1.19 acres.

MAXIMUM NUMBER OF DWELLING UNITS (FOR ELDERLY): 120
 MAXIMUM NUMBER OF NURSING CARE BEDS: 330

MINIMUM OFF-STREET PARKING REQUIREMENT: 84 spaces + 2 HC
 MINIMUM OFF-STREET LOADING REQUIREMENT: 2 @ 10 X 25 feet

REQUIRED SETBACKS:

Clark Street.....10 feet
 Dearborn Street.....2 1/2 feet
 Oak Street.....4 feet
 Others.....0 feet

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.

APPLICANT: Illinois Masonic Medical Center

ADDRESS: 836 West Wellington Avenue

DATE:

(Continued from page 32617)

a line 350 feet south of West North Avenue; North LaSalle Street; West Burton Place; the alley next west of and parallel to North LaSalle Street; the alley next north of and parallel to West Burton Place; and the alley next west of and parallel to North LaSalle Street,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. If any part, section, sentence, or clause of this ordinance shall be adjudged void and of no effect as to any parcel or parcels of property located within the above described area, such decision shall not affect the validity of the remaining portion of this ordinance as to any other parcel or parcels of property described above.

SECTION 3. This ordinance shall be in force and effect from and after its passage and due 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 R6 General Residence District symbols and indications as shown on Map No. 3-F in the area bounded by

West Burton Place; North LaSalle Street; West Schiller Street; a line 172 feet east of North Wells Street; and the alley next south of and parallel to West Burton to North LaSalle Street,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. If any part, section, sentence, or clause of this ordinance shall be adjudged void and of no effect as to any parcel or parcels of property located within the above described area, such decision shall not affect the validity of the remaining portion of this ordinance as to any other parcel or parcels of property described above.

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

Reclassification of Area Shown on Map No. 5-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 M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-G in the area bounded by

West Webster Avenue; North Lakewood Avenue; North Clybourn Avenue; and North Wayne Avenue,

to the designation of a Residential-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.

[Residential-Business Planned Development printed on pages
32626 through 32633 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. 5-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 M1-2 Restricted Manufacturing and M2-2 General Manufacturing Districts symbols and indications as shown on Map No. 5-G in area bounded by

West Webster Avenue; North Clybourn Avenue; West Shakespeare Avenue; and Dominick Street,

to those of a C2-2 General 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 No. 5-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 M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-G in area bounded by

(Continued on page 32634)

NO. _____

MIXED USE PLANNED DEVELOPMENT

STATEMENTS

1. The area delineated herein as a "Mixed Use Planned Development" is owned by Chicago Title and Trust Company, not personally, but solely as Trustee under Trust Number 1087670, and controlled by Webster-Wayne Shopping Center, Ltd., an Illinois limited partnership, the sole beneficiary of said Trust (the "Partnership"). The sole general partner of the Partnership is CKWA Corporation, an Illinois corporation, (the sole officers of which are Christ Kamberos and William Allen), the Argent Group, an Illinois general partnership, and the sole limited partner of the Partnership.
2. Off-street parking and off-street loading facilities shall be provided in compliance with the Plan of Development, subject to the review of the Department of Streets and Sanitation and the approval of the Department of Planning. Ingress and egress from off-street parking facilities to service and retail uses shall be from North Clybourn Avenue and North Wayne Avenue; off-street loading from North Wayne Avenue.
3. All applicant official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees.
4. 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.
5. 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 18 feet to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.

6. The uses itemized on Schedule F attached hereto shall be the only permitted uses within the area delineated herein as Business Planned Development and shall include, in addition, parking and related uses (exclusive of principal activity of permanent outdoor storage and auto service station uses).
7. 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 building, subject to the approval of the Department of Planning.
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 .70.
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 City of Chicago building codes.
11. The residential townhome units to be constructed within the area delineated herein as Residential Planned Development shall be limited in number to a maximum of thirty (30) dwelling units with enclosed parking at a ratio of 1:1 with a minimum front yard setback in each instance of ten (10) feet.
12. The information in the Schedules, tables and maps attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as "Mixed Use Planned Unit Development", and stipulates the land use and development controls applicable to the site.

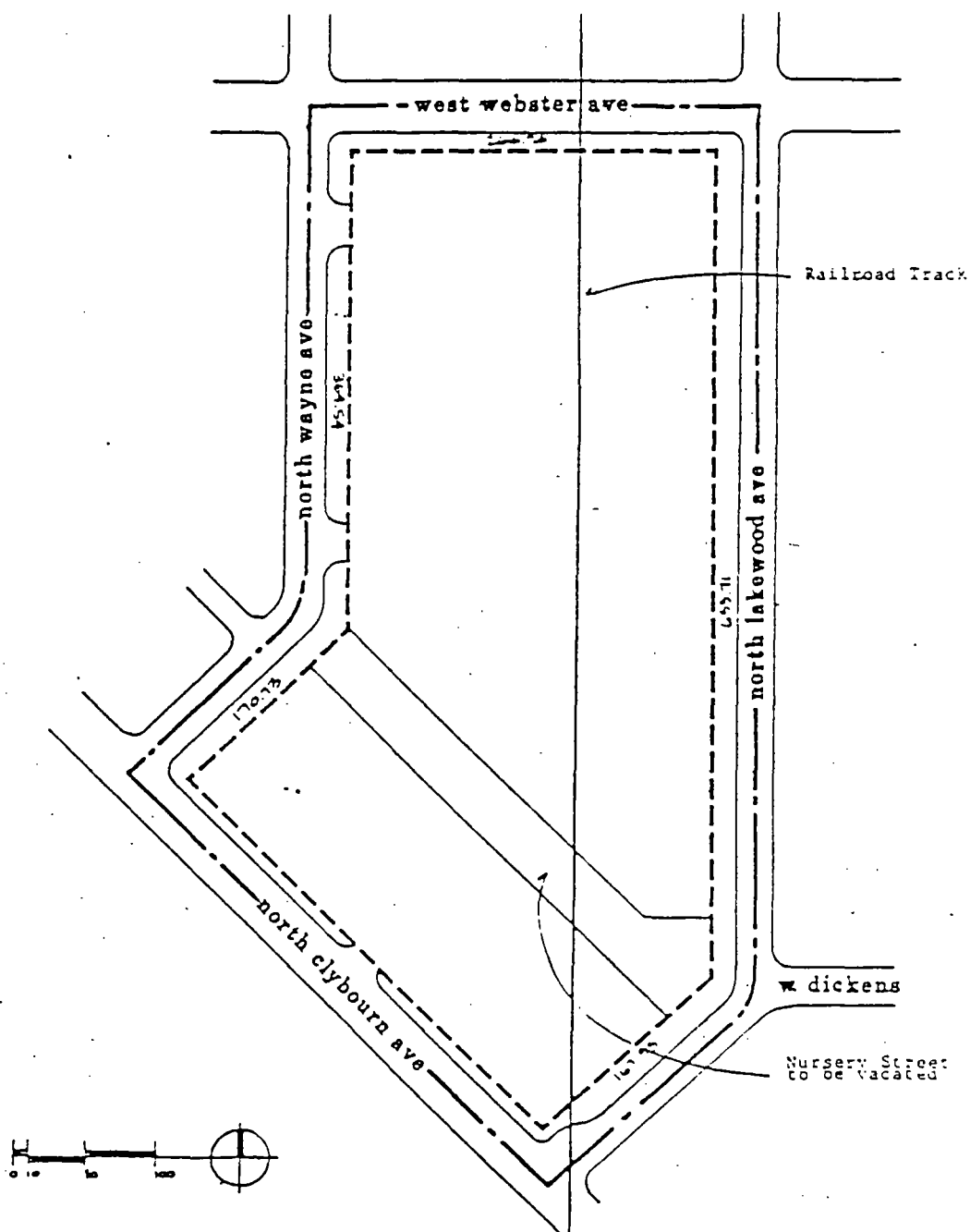
Attached hereto and incorporated herein by reference are:

- A. Property line map and right-of-way adjustments;
- B. Existing zoning and preferential street system map;
- C. Generalized Land Use Plan;
- D. Property Line, Subdivision Line -- Business/Residential Planned Developments
- E. Planned Development Use and Bulk Requirements and Data Chart; and
- F. List of Permitted Retail Uses.

13. The Plan of Development hereto attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as promulgated by the Commissioner of Planning.

Applicant: Webster-Wayne Shopping Center, Ltd./Argent Real Estate Development Corporation

Date: January 14, 1986

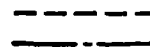


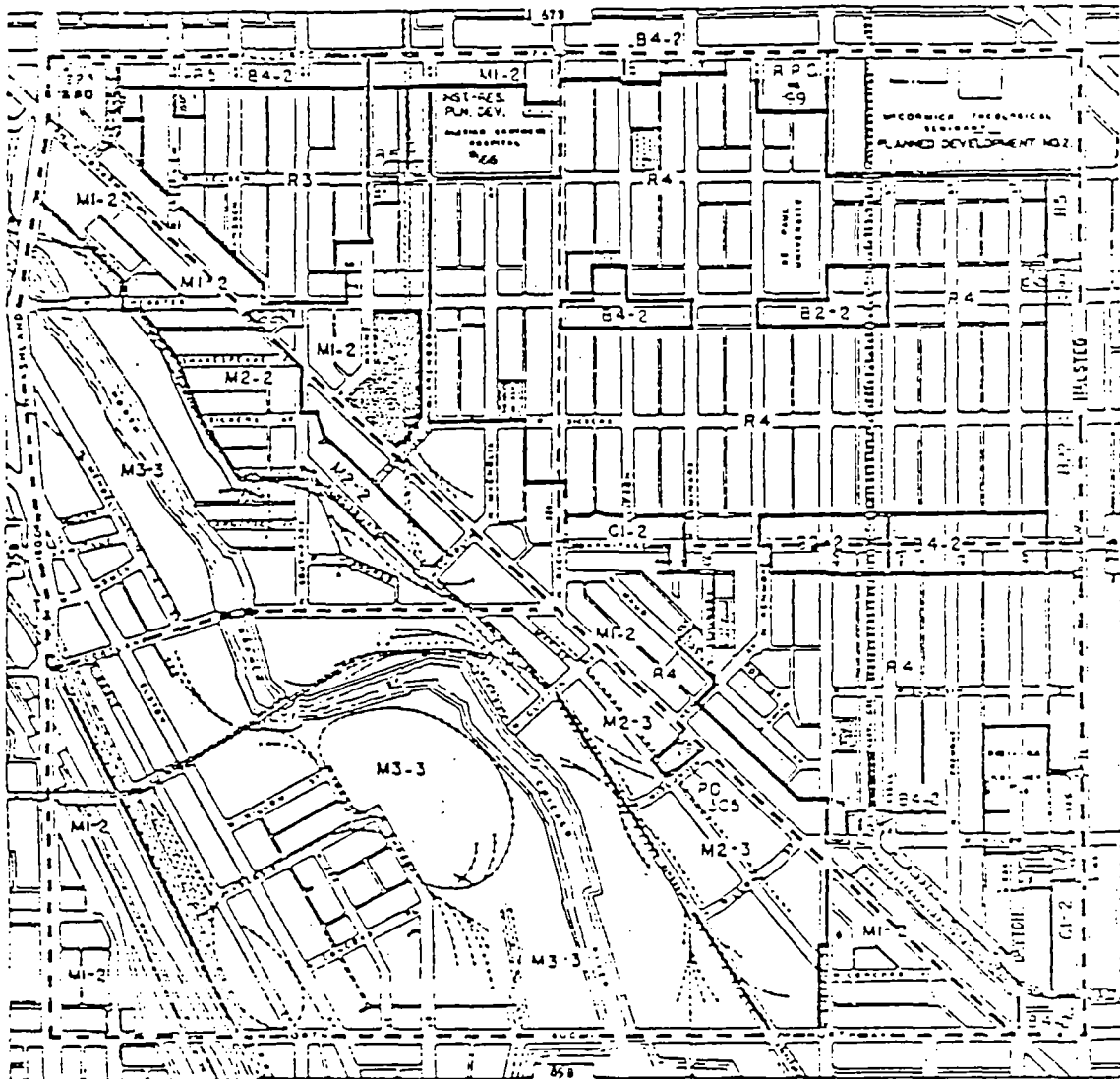
PROPERTY LINE AND PLANNED DEVELOPMENT BOUNDARY LINE MAP

PROPERTY LINE

PROPOSED PLANNED DEVELOPMENT BOUNDARY

Applicant: Webster-Wayne Shopping Center, Ltd./Argent Real Estate Development Corp.

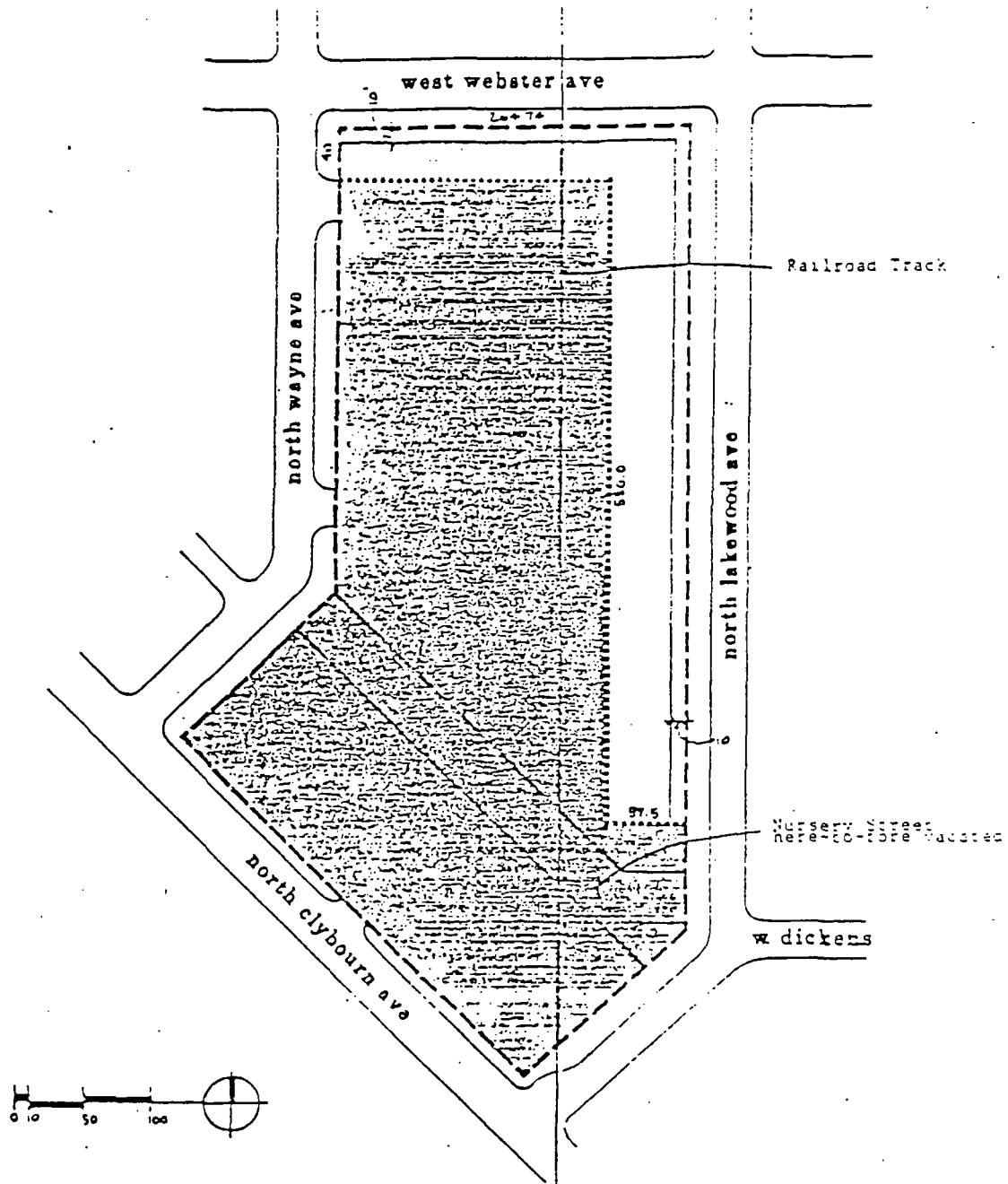




EXISTING ZONING AND PREFERENTIAL STREET SYSTEM MAP

PREFERENTIAL STREETS
PROPOSED PLANNED DEVELOPMENT

Applicant: Webster-Wayne Shopping Center, Ltd./Argent Real Estate Development Corp.



GENERALIZED LAND USE PLAN

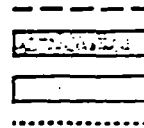
PROPERTY LINE

BUSINESS PLANNED DEVELOPMENT

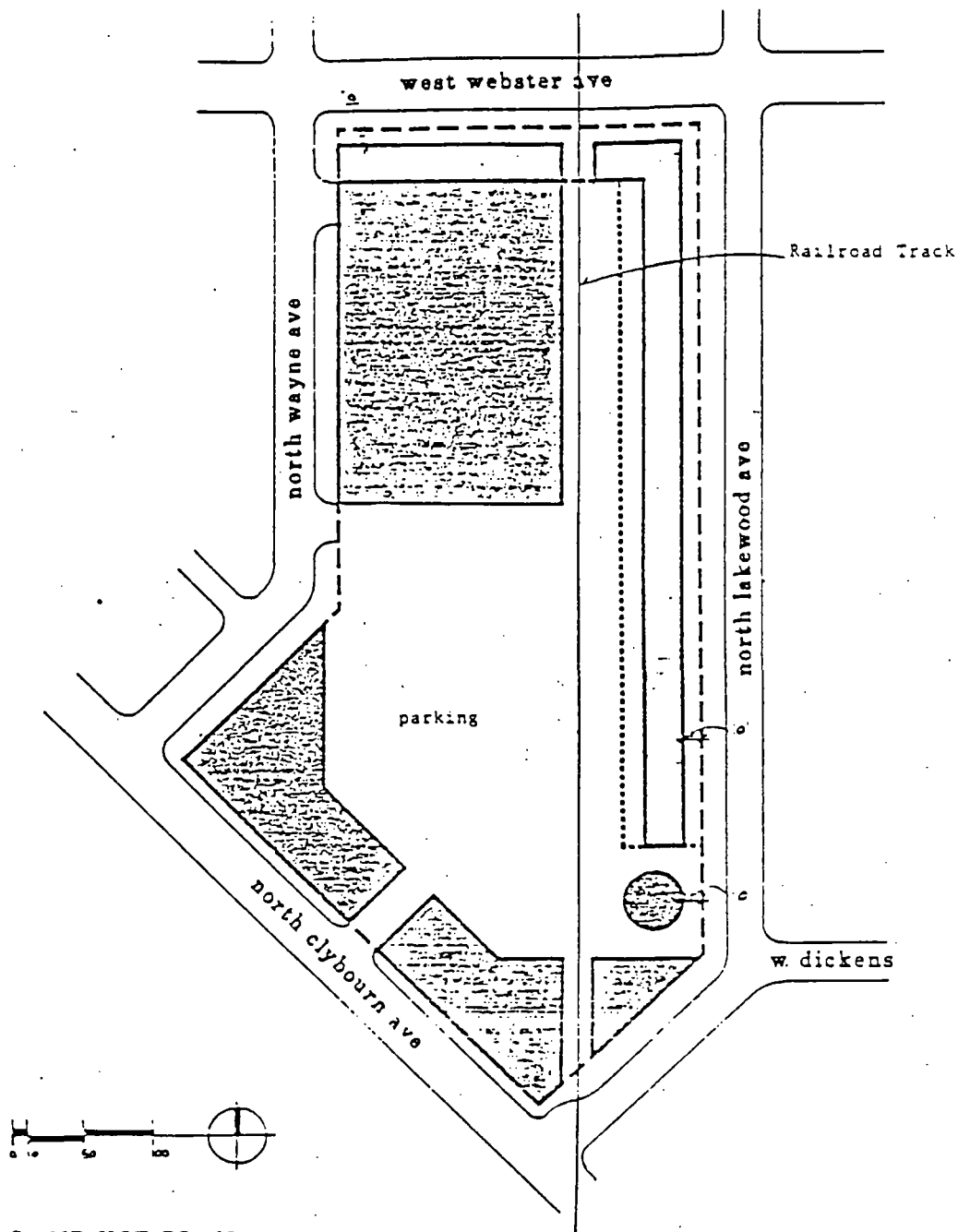
RESIDENTIAL PLANNED DEVELOPMENT

SUBDIVISION LINE

Applicant: Webster-Wayne Shopping Center, Ltd./Argent Real Estate Development Corp.



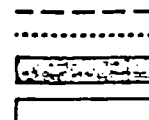
C



LAND USE PLAN

PROPERTY LINE
 SUBDIVISION LINE
 BUSINESS PLANNED DEVELOPMENT
 RESIDENTIAL PLANNED DEVELOPMENT

Applicant: Webster-Wayne Shopping Center, Ltd./Argent Real Estate Development Corp.



PROPOSED PLANNED DEVELOPMENTPLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA

Site Area Sq.Ft. / Acres	General Description of Land Use	F.A.R.	% of Land Coverage
196,020 Sq. Ft. 4.5 Acres	<u>Business:</u> Food store, retail stores, service type office/ business uses, parking and related uses.* <u>Residential:</u> Townhouse residential units with individual parking.	.70	46%

*For full detail of proposed retail and commercial uses, see attached exhibit.

Minimum Number of Off-Street Parking Spaces: 141

Minimum Number of Off-Street Loading Spaces: 3

Minimum Setbacks at Property Line:

North = 0 feet
East = 10 feet
Southeast = 0 feet
Southwest = 0 feet
Northwest = 0 feet
West = 0 feet

Applicant: Webster-Wayne Shopping Center, Ltd.,/Argent Real Estate Development Corp.

E

(Continued from page 32625)

West Armitage Avenue; a line 216 feet west of and parallel to North Seminary Avenue; the alley next south of and parallel to West Armitage Avenue; and a line 240 feet west of and parallel to North Seminary Avenue,

to those of a C1-2 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 No. 5-J.

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. 5-J in area bounded by

West Cortland Street; North Central Park Avenue; the public alley next south of and parallel to West Cortland Street; and a line 121 feet west of and parallel to North Central Park 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. 5-N.

WHEREAS, On June 20, 1984, the City Clerk introduced into the City Council on behalf of Robert J. Weber, a request to rezone a certain parcel of property located on Map No. 5-N; and

WHEREAS, Due to an error in the office of the Zoning Administrator where said application was filed, and whose office prepared the said ordinance, the entire area requested to be rezoned was not included in said ordinance; and

WHEREAS, The applicant in all respects filed papers with the City which were proper and in full compliance with the Municipal Code, and which in fact contained the proper description of all the property requested to be changed; and

WHEREAS, It would be inequitable to require the applicant to refile and suffer the costs and expenses involved for an error that was beyond his control and was the responsibility of the City; now, therefore,

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. 5-N in the area bounded by

a line 108.95 feet north of West Medill Avenue; North Sayre Avenue; a line 47.7 feet north of West Medill Avenue; and the alley next west of North Sayre 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 full force and effect from and after its passage and publication.

Reclassification of Area Shown on Map No. 9-J.

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 C1-1 Restricted Commercial Residence District symbols and indications as shown on Map No. 9-J in area bounded by

the alley next north of and parallel to West Belmont Avenue; a line 96 feet west of and parallel to North Kimball Avenue; West Belmont Avenue; and a line 417 feet west of and parallel to North Kimball Avenue,

to those of an M1-1 Restricted Manufacturing 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. 9-0.

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. 9-0 in the area bounded by

a line beginning at a point 110.0 feet east of North Pacific Avenue and 615.6 feet north of West Addison Street; thence east 170.0 feet, thence south 314.85 feet at an angle of 89° 46' 50" thence east 109.31 feet at an angle of 89° 31' 45"; thence northeast 277.95 feet at an angle of 221° 30' 55", thence southeast 285.0 feet at an angle of 79° 08' 20" to the north right-of-way line of Forest Preserve Avenue; thence southwest 447.69 feet along the north right-of-way line of Forest Preserve Avenue; thence north 114.21 feet at an angle of 58° 52' 30"; thence west 250.0 feet at an angle of 89° 31' 45"; thence north to the point of beginning,

to the designation of a Residential 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.

[Residential Planned Development printed on pages 32637
through 32641 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. 11-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 R4 General Residence and B4-2 Restricted Service Districts symbols and indications as shown on Map No. 11-H in the area bounded by

a line 65 feet south of West Lawrence Avenue; North Hermitage Avenue; a line 45 feet south of West Lawrence Avenue; the alley next west of North Paulina Street; a line 110 feet south of West Lawrence Avenue; the alley next west of North Ashland Avenue; a line 32 feet south of West Lawrence Avenue; North Ashland Avenue; West Wilson Avenue; North Hermitage Avenue; the alley next north of West Wilson Avenue; and the alley next west of North Hermitage Avenue,

to those of an R3 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. 16-C.

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

(Continued on page 32642)

RESIDENTIAL PLANNED DEVELOPMENT NO. _____STATEMENTS

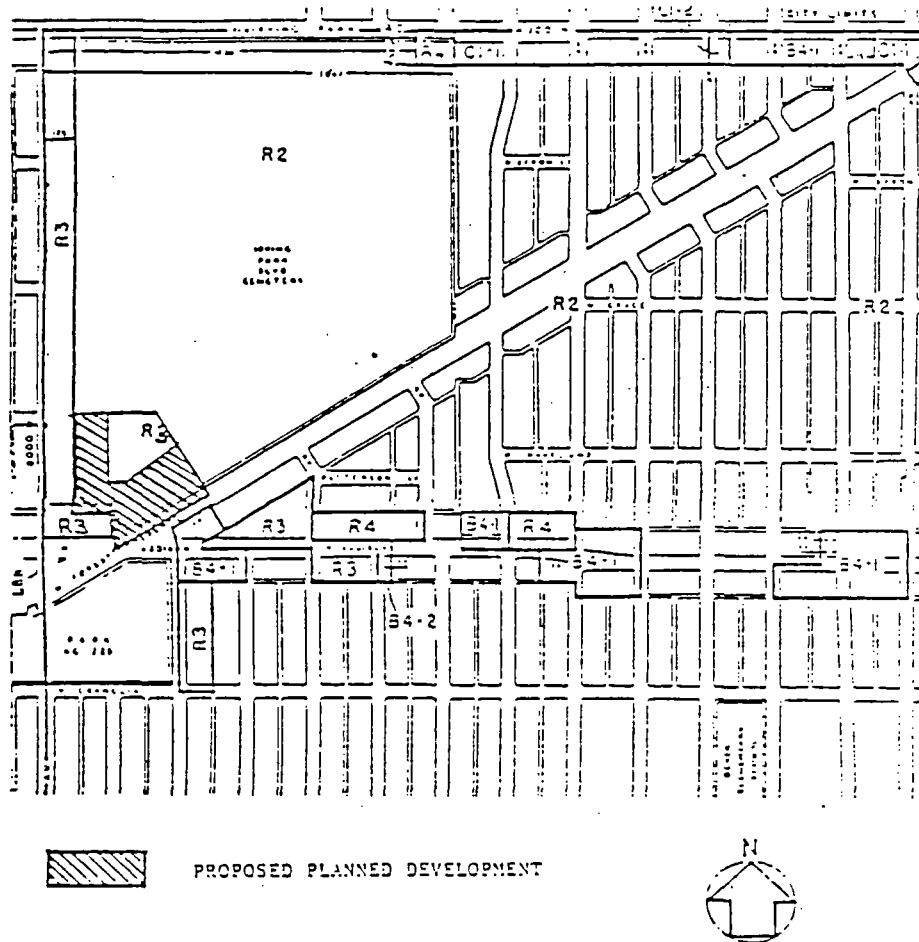
1. The area delineated herein as "Residential Planned Development" is owned by Cragin Service Corporation, 5200 West Fullerton Avenue, Chicago, Illinois, 60639.
2. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development.
3. Any dedication or vacation of streets or re-subdivision of parcels shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees, and approval by the City Council.
4. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees.
5. Service drives or any other ingress or egress lanes 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 permitted within such paved areas.
6. Use of land will consist of multifamily housing and related parking.
7. 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.
8. Identification signs may be permitted within the area delineated as Residential Planned Development No. _____ As Amended, subject to the review and approval of the Commissioner of Planning.
9. 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 Planning.

APPLICANT: Cragin Service Corporation

ADDRESS: 5200 W. Fullerton Ave

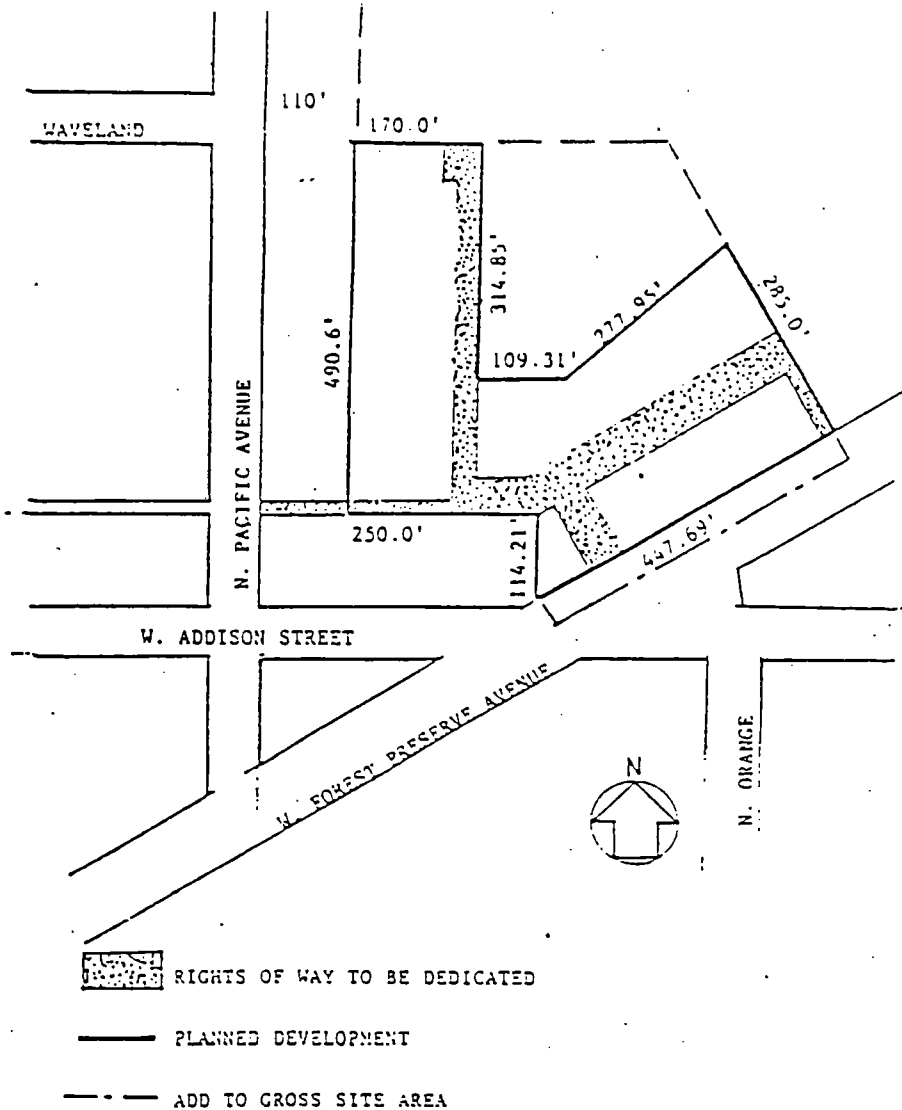
DATE: March 24, 1986

RESIDENTIAL PLANNED DEVELOPMENT
EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



APPLICANT: Cragin Service Corporation
ADDRESS: 5200 W. Fullerton Ave
DATE: March 26, 1986

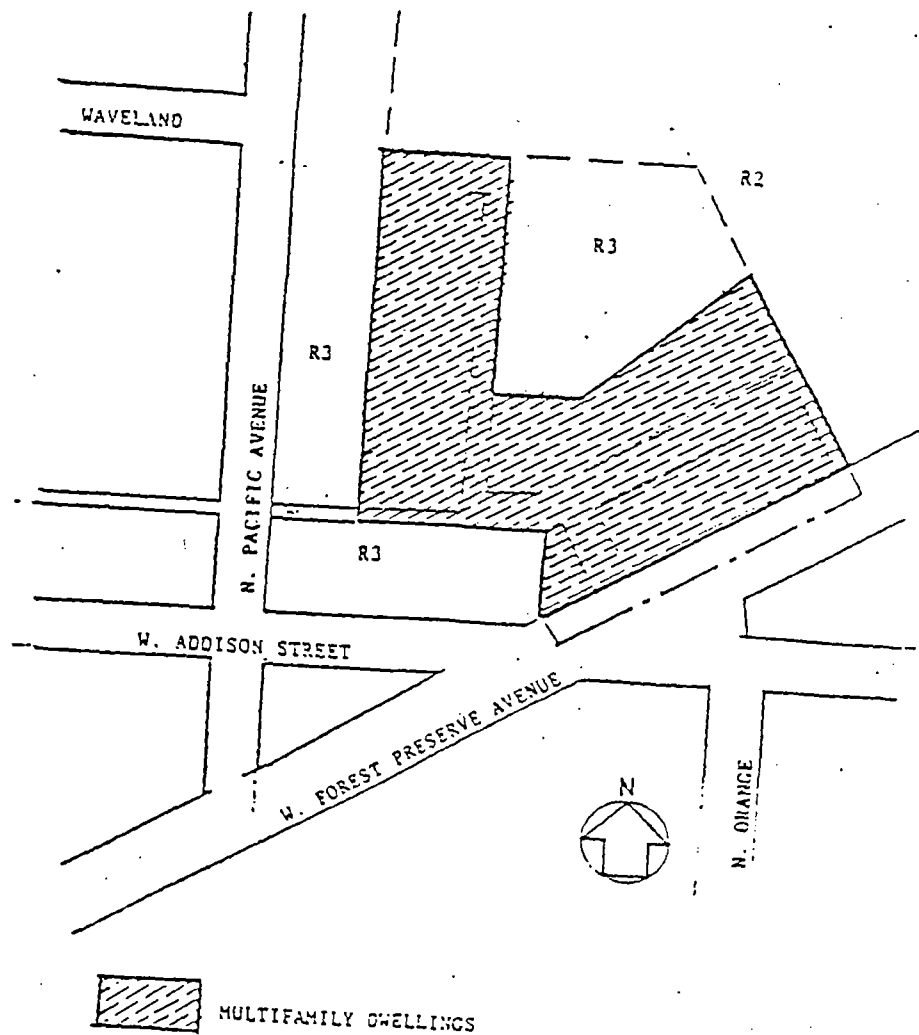
RESIDENTIAL PLANNED DEVELOPMENT
PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENTS



APPLICANT: Cragin Service Corporation

ADDRESS: 5200 W. Fullerton Ave

DATE: March 26, 1986

RESIDENTIAL PLANNED DEVELOPMENT
GENERALIZED LAND USE PLAN

APPLICANT: Cragin Service Corporation
ADDRESS: 5200 W. Fullerton Ave
DATE: March 24, 1986

RESIDENTIAL PLANNED DEVELOPMENT NO. _____

PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA

NET SITE AREA		GENERAL DESCRIPTION OF LAND USE	NO. OF DWELLING UNITS	MAXIMUM FLOOR AREA RATIO	MAXIMUM DWELLING LAND AREA
Sq. Ft.	Acres				
143,842	3.29	Apartment housing and related parking	90	1.0	5.12

GROSS SITE AREA = NET SITE AREA + AREA OF PUBLIC STREETS AND ALLEYS
 216,720 sq. ft. = 143,842 sq. ft. + 72,878 sq. ft.
 4.97 acres = 3.29 acres + 1.68 acres

MAXIMUM PERMITTED F.A.R. FOR TOTAL NET SITE AREA: 1.0

MINIMUM NUMBER OF OFF-STREET PARKING SPACES:

1 space for each dwelling unit

MAXIMUM PERCENT OF LAND COVERED: 40%

MINIMUM SETBACKS:

As provided in the R4, General Residence District.

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.

APPLICANT: Cragin Service Corporation

ADDRESS: 5200 W. Fullerton Ave.

DATE: March 24, 1986

(Continued from page 32636)

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B1-1 Local Retail District symbols and indications as shown on Map No. 16-C in the area bounded by

East 67th Street; the alley next east of and parallel to South Jeffery Boulevard; a line 113 feet south of East 67th Street; and South Jeffery Boulevard,

to those of a B4-4 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. 22-C.

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 M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 22-C in area bounded by

a line 183 feet north of and parallel to East 95th Street; a line 350 feet east of and parallel to South Jeffery Avenue; East 95th Street; and South Jeffery 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. 22-E
(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 B2-1 Restricted Retail District symbols and indications as shown on Map No. 22-E in area 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,

to those of a B5-1 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.

Reclassification of Area Shown on Map No. 34-A.

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 symbols and indications as shown on Map No. 34-A in area bounded by

a line 134 feet south of and parallel to East 135th Street; South Avenue O; a line 259 feet south of and parallel to East 135th Street; and the alley next west of and parallel to South Avenue O,

to those of an extension of M1-1 Restricted Manufacturing 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.

Failed to Pass -- AMENDMENT OF SPECIFIED CHAPTERS OF
MUNICIPAL CODE RELATIVE TO INCLUSION OF
SEXUAL ORIENTATION IN MUNICIPAL
CODE CIVIL RIGHTS
REGULATIONS.

On motion of Alderman Oberman, the City Council took up for consideration the report of the Committee on Human Rights and Consumer Protection, deferred and published in the Journal of the Proceedings of September 12, 1979, page 839, recommending that the City Council pass a proposed ordinance amending specified chapters of the Municipal Code relative to the inclusion of sexual orientation in the Municipal Code Civil Rights Regulations.

Alderman Oberman moved to pass the said proposed ordinance. The motion was lost by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Langford, Kelley, Garcia, Henry, Gutierrez, W. Davis, D. Davis, Giles, Natarus, Oberman, Hansen, Orbach, Volini, Orr -- 18.

Nays -- Aldermen Roti, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Carter, Streeter, Kellam, Sheahan, Sherman, Krystyniak, Soliz, Smith, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, McLaughlin, Schulter, Stone -- 30.

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

Said proposed ordinance, which failed to pass, reads as follows:

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

SECTION 1. That Chapter 198.7A of the Municipal Code of Chicago ("Fair Employment Practices Ordinance") is hereby amended by adding thereto the words "sexual orientation" following the word "creed" or the word "religion", wherever said words shall appear.

SECTION 2. That Chapter 198.7B of the Municipal Code of Chicago ("Chicago Fair Housing Ordinance") is hereby amended by adding thereto the words "sexual orientation" in the first three sections following the word "religion", wherever said word shall appear.

SECTION 3. That Chapter 199A of the Municipal Code of Chicago ("Civil Rights") is hereby amended by deleting the words "race or color" in the first section thereof, and by inserting in lieu thereof the words "race, color or sexual orientation".

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

MISCELLANEOUS BUSINESS.

Rules Suspended -- PERMISSION GRANTED TO CRAIN
COMMUNICATIONS, INCORPORATED TO
SOLICIT DONATIONS ON THE
PUBLIC WAY FOR "OFF
THE STREET CLUB".

Alderman Natarus moved to *Suspend the Rules Temporarily* for the immediate consideration of and action upon a proposed order concerning the solicitation of funds by Crain Communications, Inc., for the "Off The Street Club". The motion *Prevailed*.

The following is said proposed order.

Ordered, That the Commissioner of Public Works and the Commissioner of Consumer Services are hereby authorized and directed to grant permission to Crain Communications, Inc., to use the public way at the following locations for the purpose of serving ice cream and soliciting donations for the: "Off The Street Club", upon the terms and conditions of this order. Crain Communications shall indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the serving of ice cream and arising out of and including the passive negligence of the City of Chicago.

August 4, 1986

Union Station -- Adams at the Chicago River -- 4:00 P.M.
to 5:30 P.M.;

August 5, 1986	First Chicago -- Clark and Monroe (northeast corner) -- 11:45 A.M. to 1:00 P.M.;
	Northwestern Station, Madison at the Chicago River -- 4:00 P.M. to 5:30 P.M.;
August 6, 1986	Northeast corner of LaSalle and Adams -- 11:45 A.M. to 1:00 P.M.;
	Union Station, Adams and the Chicago River -- 4:00 P.M. to 5:30 P.M.;
August 7, 1986	Northwestern Station, Madison and the Chicago River -- 4:00 P.M. to 5:30 P.M.;
August 8, 1986	Wrigley Building, 410 N. Michigan Avenue -- 11:45 A.M. to 1:00 P.M.;
August 11, 1986	Union Station, Adams and the Chicago River -- 4:00 P.M. to 5:30 P.M.;
August 12, 1986	Northwestern Station, Madison and the Chicago River -- 4:00 P.M. to 5:30 P.M.;
August 13, 1986	Wrigley Building, 410 N. Michigan Avenue -- 11:45 A.M. to 1:00 P.M.;
August 14, 1986	First Chicago Plaza, Dearborn and Monroe (northwest corner) -- 11:45 A.M. to 1:00 P.M.;
August 15, 1986	Northeast corner of LaSalle and Adams -- 11:45 A.M. to 1:00 P.M.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 49.

Nays -- None.

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

Rules Suspended -- LICENSE FEE EXEMPTION AUTHORIZED FOR
CHRISTOPHER HOUSE DAY CARE CENTER.

Alderman Volini moved to *Suspend the Rules Temporarily* for the immediate consideration of and action upon a proposed ordinance authorizing a license fee exemption for the Christopher House Day Care Center. The motion *Prevailed*.

Alderman Volini then moved to *Pass* the said proposed ordinance. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

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. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1987:

Christopher House Day Care Center
1100 W. Lawrence Avenue.

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

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, City Comptroller, under date of July 17, 1986, which read as follows:

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 506 South Oakley Boulevard, which was authorized by ordinance passed October 22, 1981, page 7628, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 1033 North Orleans Street, which was authorized by ordinance passed January 16, 1986, pages 26410-26411, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 7827-7829 South Racine Avenue, which was authorized by ordinance passed February 4, 1985, pages 13382-13383, Council Journal.

Transmitted herewith 3 Sealed Bids. These bids were submitted in response to advertisement for sale of City-owned property at 1327 West Wellington Avenue, which was authorized by ordinance passed June 26, 1985, pages 18361-18362, Council Journal.

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:

506 South Oakley Boulevard.

Domingo Tobias, Jr., 503 South Claremont Avenue, Chicago, Illinois 60612 and Francisco Zapian, 513 South Claremont Avenue, Chicago, Illinois 60612: Amount bid \$600.00, deposit check \$60.00 (certified check);

1033 North Orleans Street.

Lawrence E. and Patricia A. Burns, 326 West Wendell Street, Apt. 3E, Chicago, Illinois 60610: Amount bid \$17,200.00, deposit check \$1,720.00 (cashier's check);

7827-7829 South Racine Avenue.

New Macedonia 1 Missionary Baptist Church, c/o Reverend I. Garner, 7831- 7833 South Racine Avenue, Chicago, Illinois 60620: Amount bid \$4,100.00, deposit check \$110.00 (money order);

1327 West Wellington Avenue.

Michael T. Scanlon, 1307 West Wellington Avenue, Chicago, Illinois 60657: Amount bid \$25,600.00, deposit check \$2,560.00 (cashier's check);

Michael J. Brick, 2326 North Greenview Avenue, Chicago, Illinois 60614: Amount bid \$20,105.00, deposit check \$2,010.50 (cashier's check);

David Belle, 1323 West Wellington Avenue, Chicago, Illinois 60657: Amount bid \$18,000.00, deposit check \$1,800.00 (cashier's check).

PRESENCE OF VISITORS NOTED.

Honorable Harold Washington, Mayor, called the Council's attention to the presence of the following visitors:

Laura Lane, Miss Black Illinois of 1986, a junior at Lake Forest College;

Felicia Tate, 2nd runner-up for Miss Black Illinois of 1986;

Juliette Marie Ferguson, Miss Black Chicago of 1986, a student of University of Michigan Law School;

Mayor Domenico Morici, Mayor of Campo Felice, Sicily (Palermo) accompanied by six (6) other individuals.

Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent, Alderman Evans 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 Tuesday, the twenty- ninth (29th) day of July, 1986, at 10:00 A.M., be and the same is hereby fixed to be held on Thursday, the twenty- eighth (28th) day of August, 1986, 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 Evans, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Smith moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Thursday, August 28, 1986, at 10:00 A.M., in the Council Chamber in City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.