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COPY



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

Recessed Session—Friday, January 16, 1987

at 10:00 A.M.

(of the Regular Meeting Held on Wednesday, January 14, 1987)

at 10:00 A.M.

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

OFFICIAL RECORD.

HAROLD WASHINGTON
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance At Recessed 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone.

Absent -- None.

Session Resumed After Recess.

On Friday, January 16, 1987, at 11:40 A.M. (the 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Quorum present.

Invocation.

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

TRIBUTE TO DR. MARTIN LUTHER KING, JR.

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

WHEREAS, On Monday, January 19, 1987 the nation will celebrate Dr. Martin Luther King, Jr.'s birthday; and

WHEREAS, This will be only the second year that Dr. King's birthday will be celebrated as a national holiday; and

WHEREAS, Dr. King has the distinction of being the only black man to have a national holiday in his honor; and

WHEREAS, Dr. Martin Luther King, Jr. was a staunch advocate of non-violence and he led numerous protests against all forms of discrimination and racial inequality; and

WHEREAS, Dr. King received a Nobel Peace Prize for outstanding work in trying to break the barriers of racism; and

WHEREAS, Dr. King led an historic march in Chicago protesting housing discrimination in predominately white areas of the City; and

WHEREAS, In 1963, Dr. King gave his most celebrated "I Have A Dream" speech in front of the Lincoln Memorial, where more than 250,000 people staged a non-violent demonstration in support of civil rights legislation; and

WHEREAS, In spite of his many accomplishments, Dr. King was a simple man who could walk with kings and still not lose the common touch; and

WHEREAS, Dr. King was a man for all people no matter what color or religion; and

WHEREAS, Dr. King will always be remembered for his countless struggles for equality; now, therefore,

Be It Resolved, That the Mayor and the members of the Chicago City Council, assembled here this 16th day of January, 1987, do hereby honor Dr. Martin Luther King, Jr. on the anniversary of his birthday and remember his struggle to promote civil rights and equality for all; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Dr. Martin Luther King, Jr.

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

On motion of Alderman Evans, seconded by Aldermen Natarus, Smith, Langford, Tillman, D. Davis, Bloom and Carter, the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Placed On File -- APPOINTMENTS OF MR. VIRGIL CARR AND
MS. AIDA GIACHELLO AS MEMBERS OF CHICAGO
BOARD OF EDUCATION CITIZEN'S
NOMINATING COMMISSION.

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COMMUNICATIONS, ETC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 16, 1987.

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

LADIES AND GENTLEMEN -- I have appointed the following to the Chicago Board of
Education Citizen's Nominating Commission:

Mr. Virgil Carr, to succeed Jacoby Dickens; and

Ms. Aida Giachello, to succeed Fernando Colon-Navarro.

I submit this communication for your information.

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

Placed On File -- APPOINTMENT OF MR. JAMES MC CARTHY
AS MEMBER OF ADVISORY COMMISSION TO REVISE
BUILDING CODE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 16, 1987.

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

LADIES AND GENTLEMEN -- I have appointed Mr. James McCarthy to the Advisory
Commission to Revise the Building Code, to succeed Edward Brabec, deceased.

I submit this communication for your information.

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

Referred -- APPOINTMENT OF MS. PEGGY HILLMAN TO
BOARD OF MUNICIPAL INVESTIGATION.

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

January 16, 1987.

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

LADIES AND GENTLEMEN -- I have appointed Ms. Peggy Hillman to the Board of Municipal Investigation, for a term ending April 12, 1989, to succeed Dr. James Maloney, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- APPOINTMENT OF MR. JOHN J. PIKARSKI TO
BOARD OF MUNICIPAL INVESTIGATION.

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

January 16, 1987.

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

LADIES AND GENTLEMEN -- I have appointed Mr. John J. Pikarski to the Board of Municipal Investigation, for a term ending April 12, 1988, to succeed Dr. Herbert Odom, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

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

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COMMUNICATIONS, ETC.

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Referred -- APPOINTMENT OF MR. DONALD PETERS TO
ECONOMIC DEVELOPMENT 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 Economic Development:

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 16, 1987.

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

LADIES AND GENTLEMEN -- I have appointed Mr. Donald Peters to the Economic Development Commission for a term ending March 12, 1987.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- APPOINTMENT OF MR. GEORGE MUNOZ TO
ECONOMIC DEVELOPMENT 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 Economic Development:

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 16, 1987.

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

LADIES AND GENTLEMEN -- I have appointed Mr. George Munoz to the Economic Development Commission for a term ending March 12, 1988.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- REENACTMENT AND RATIFICATION OF MUNICIPAL
CODE CHAPTER 10.1 ENTITLED "UNIFORM REVENUE
PROCEDURES ORDINANCE."

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

January 16, 1987.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance reenacting and ratifying Chapter 10.1 of the Municipal Code of Chicago, the Uniform Revenue Procedures Ordinance, so as to take advantage of recent state legislation.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER
200.6 RELATING TO CHICAGO SALES TAX.

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

January 16, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Director of Revenue, I transmit herewith an ordinance amending Chapter 200.6 of the Municipal Code of Chicago, the Chicago Sales Tax.

Your favorable consideration of this ordinance will be appreciated.

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COMMUNICATIONS, ETC.

38671

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

Referred -- REPEAL OF MUNICIPAL CODE CHAPTER 200.5
ENTITLED "ALCOHOLIC BEVERAGE
TAX ORDINANCE."

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

January 16, 1987.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance repealing Chapter 200.5 of the Municipal Code of Chicago, the Chicago Alcoholic Beverage Tax Ordinance.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AMENDMENT OF ORDINANCE APPROVING SALE OF
PROPERTY LOCATED AT 209 SOUTH LA SALLE STREET.

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

January 16, 1987.

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

LADIES AND GENTLEMEN -- At the request of the City Comptroller, I transmit herewith an ordinance amending an ordinance passed by the City Council on October 27, 1982, approving the sale of property located at 209 South LaSalle Street.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- COUNTY CLERKS OF COOK AND DU PAGE COUNTIES
DIRECTED TO REDUCE 1986 TAX LEVY ON PUBLIC
BUILDING COMMISSION OF CHICAGO BUILDING
REVENUE BONDS, SERIES "B" OF 1971.

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

January 16, 1987.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance which would direct the County Clerks of Cook and Du Page Counties to reduce the 1986 tax levy for the City of Chicago on Public Building Commission of Chicago Building Revenue Bonds Series "B" of 1971, due to rental paid by the county of Cook for Court Facilities in the Fourth and Sixth Area Police Headquarters.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- ISSUANCE AND SALE OF MULTI-FAMILY HOUSING
REVENUE REFUNDING BONDS, SERIES 1987 "A" AND
SERIES 1987 "B" FOR PRESIDENTIAL
TOWERS PROJECT.

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

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COMMUNICATIONS, ETC.

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OFFICE OF THE MAYOR
CITY OF CHICAGO

January 16, 1987.

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 authorizing the issuance and sale of not to exceed \$200,000,000 aggregate principal amount of Multi-Family Housing Revenue Refunding Bonds, Series 1987 A and Series 1987 B (Taxable) (F.H.A. insured mortgage loan -- Presidential Towers Project), of the City of Chicago, Illinois, in two series: authorizing the execution and delivery of certain documents in connection therewith; authorizing certain other matters in relation thereto.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- DESIGNATION OF EIGHTEENTH STREET
DEVELOPMENT CORPORATION AS DESIGNATED
ZONE ORGANIZATION FOR CITY'S
ENTERPRISE ZONE I.

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

January 16, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance designating Eighteenth Street Development Corporation as a Designated Zone Organization for the City's Enterprise Zone I.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- EXECUTION OF LOAN AND SECURITY
AGREEMENT WITH AZTEC METAL
POLISHING, 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

January 16, 1987.

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 execution of a Loan and Security Agreement with Aztec Metal Polishing, Inc.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- EXECUTION OF BUSINESS DEVELOPMENT LOAN
AGREEMENT TO PARTIALLY FINANCE ACQUISITION
OF PROPERTY LOCATED AT 413 NORTH
CARPENTER STREET.

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

January 16, 1987.

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 a Business Development Loan Agreement for a

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COMMUNICATIONS, ETC.

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loan to partially finance the acquisition of property located at 413 North Carpenter Street, Chicago, Illinois.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- MODIFICATION OF ENTERPRISE ZONE 1 BOUNDARIES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 16, 1987.

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 modifying the boundaries of Enterprise Zone I located on the west side of the City.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- EXECUTION OF AMENDED AND RESTATED AIRPORT
USE AGREEMENT AND TERMINAL FACILITIES LEASE
WITH EASTERN AIR LINES, 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

January 16, 1987.

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 and execution of the Amended and Restated Airport Use Agreement and Terminal Facilities Lease, between the City of Chicago and Eastern Air Lines, Inc.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred -- SALE OF PARCELS 1 AND 2 IN COMMERCIAL
DISTRICT PROJECT ROOSEVELT-KOSTNER TO
CHICK'S AUTO CENTER, INCORPORATED.*

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 16, 1987.

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 Parcels 1 and 2 in Commercial District Project Roosevelt- Kostner to Chick's Auto Center, Inc.

Also enclosed are certified copies of the Resolution adopted by the Commercial District Development Commission at a meeting on November 18, 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 -- SALE OF LAND AT 742--758 WEST NORTH
AVENUE (PARCEL C-4) IN LINCOLN PARK
CONSERVATION AREA.*

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COMMUNICATIONS, ETC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 16, 1987.

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 C-4) located at 742--758 West North Avenue.

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at a regular meeting held on the 18th day of November, 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 -- CITY-OWNED PROPERTY LOCATED AT 4447--4459
SOUTH HALSTED STREET CONVEYED TO CHICAGO
PARK DISTRICT TO FACILITATE RENOVATION
OF MC INERNEY PARK.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 16, 1987.

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

LADIES AND GENTLEMEN -- At the request of Commissioner of the Department of Planning, I transmit herewith an ordinance for conveyance of property owned by the City of Chicago to the Chicago Park District in order to facilitate needed renovation for McInerney Park.

Also enclosed are certified copies of a resolution adopted by the Chicago Plan Commission at their December 11, 1986, meeting approving the above ordinance and requesting the approval of the City Council.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- CHICAGO ZONING ORDINANCE AMENDED TO
RECLASSIFY AREA SHOWN ON MAP 2-G
FOR PLANNED DEVELOPMENT 269.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 16, 1987.

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 am transmitting herewith copies of an application for an amendment to the Chicago Zoning Ordinance. It will amend Planned Development No. 269, which is located in the Near West Side Conservation Area.

Enactment of the ordinance will bring the zoning into compliance with current plans for the redevelopment of this area.

Your favorable consideration of this matter is appreciated.

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

Rules Suspended -- SUBMISSION OF APPLICATION TO UNITED
STATES DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT FOR GRANT FUNDS UNDER
EMERGENCY SHELTER GRANTS
PROGRAM.

Honorable Harold Washington, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 16, 1987.

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 authorizing submission of an application to the United States Department of Housing and Urban Development for \$287,000.00 in grant funds under the Emergency Shelter Grants Program, the appropriation and expenditure of any funds awarded thereunder, and the execution of any documents in connection therewith.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,
(Signed) HAROLD WASHINGTON,
Mayor.

Alderman Evans moved to *Suspend the Rules Temporarily*, to permit immediated consideration of and action upon the said proposed ordinance. The motion *Prevailed*.

On motion of Alderman Evans, 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, There are currently an estimated fifteen thousand to twenty-five thousand homeless individuals in the City of Chicago, a segment of which population takes shelter in interim housing managed by various not-for-profit organizations and funded, in part, by the City of Chicago; and

WHEREAS, The Congress of the United States has enacted an Emergency Shelter Grants Program (Section 101(g), Pub. L. 99-500 (approved October 18, 1986), making

appropriations as provided for in Part C of Title V of H.R. 5313, 99th Cong., 2d Sess. (1986)) designed to help improve the quality of existing emergency shelters for the homeless, to help make available additional emergency shelters, and to help meet the costs of operating emergency shelters and of providing certain essential social services to homeless individuals, so that these persons have access not only to safe and sanitary shelter, but also to the supportive services and other kinds of assistance they need to improve their situations; and

WHEREAS, It would be in the public interest of the citizens of the City of Chicago to obtain funds made available pursuant to the above-referenced program; 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 sign and submit an application for funds in an amount not to exceed Two Hundred Eighty- seven Thousand and no/100 Dollars (\$287,000.00) under the Emergency Shelter Grants Program (the "Program") in accordance with those rules and regulations set forth by the United States Department of Housing and Urban Development and contained in the Code of Federal Regulations, Title 24 Part 575.

SECTION 2. That the Commissioners of the Department of Housing and of the Department of Human Services are authorized to act in connection with such application, to give such assurances and certifications as are necessary in connection therewith, and to provide such additional information as is required.

SECTION 3. That any and all such funds as may be awarded as a result of such applications shall be expended, together with such matching funds as required of City, in the amounts and for the objects and purposes as set forth in the Homeless Assistance Plan attached hereto as Exhibit A and incorporated hereby.

SECTION 4. That the Commissioners are authorized, subject to the approval of the Comptroller and the Corporation Counsel as to form and legality, to enter into and execute agreements on behalf of the City of Chicago with those organizations identified in Exhibit A in the amounts and for the objects and purposes set forth therein.

SECTION 5. That the amounts set forth herein shall be regarded as maximum amounts to be expended and, if the funds awarded under the Program should be less than the Two Hundred Eighty-seven Thousand and No/100 Dollars requested, that the amounts to be expended shall be reduced proportionately.

SECTION 6. This ordinance shall be effective on and from the date of passage.

Referred -- EXECUTION OF INTERAGENCY AGREEMENT WITH
ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
FOR GRANT TO ESTABLISH AND IMPLEMENT
CHICAGO POLICE DEPARTMENT CRIMINAL
HISTORY DISPOSITION UPDATE
PROGRAM.

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COMMUNICATIONS, ETC.

38681

Honorable Harold Washington, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 16, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Superintendent of the Police Department, I am transmitting herewith an ordinance authorizing the Mayor and Superintendent to enter into and execute on behalf of the City of Chicago an Interagency Agreement with the Illinois Criminal Justice Information Authority for a Grant of \$100,000 to establish and implement the Police Department Chicago Criminal History Disposition Update Program.

Your favorable consideration of this ordinance will be appreciated.

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

Alderman Evans moved to suspend the rules temporarily to permit immediate consideration of and action upon the said proposed ordinance. The motion was lost by yeas and nays 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, Mell, Bitoy, Giles, Natarus, Oberman, Volini, Orr -- 26.

Nays -- Aldermen Roti, Vrdolyak, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Hagopian, Kotlarz, Banks, Cullerton, Laurino, Pucinski, McLaughlin, Orbach, Schuler, Stone -- 18.

Thereupon, on motion of Alderman Evans, the said proposed ordinance was *Referred to the Committee on Finance*.

**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 -- OATHS OF OFFICE.

The oaths of office of the following, as members of the Chicago Public Library Board, filed in the Office of the City Clerk on January 16, 1987:

Bernarda Shui-Hung Wong,

Cannutte Russell,

James S. Fuerst,

Marian F. Pritzker.

Placed On File -- REPORTS AND DOCUMENTS OF
COMMONWEALTH EDISON COMPANY.

Also, the following communication from Mr. Richard J. Martin, Assistant Secretary, Commonwealth Edison Company, addressed to the City Clerk under date of January 2, 1987, which reads as follows:

"Pursuant to the provision of the 1984 Franchise Ordinance granted to this Company, I am enclosing copies of reports of the Company as listed below:

Fuel Adjustment Charges under Federal Energy Regulatory Commission relating to the Rider No. 20, Fuel Adjustment, for the month January, 1987.

Conversation Program Clause, relating to the Rider No. 21, for the month January, 1987.

Statement for bills issued in January, 1987 to Illinois Commerce Commission relating to Standard Contract Rider No. 20.

Monthly statement of operating revenue and income to Federal Energy Regulatory Commission (F.E.R.C. Form No. EIA-826), for the month October, 1986.

Commonwealth Edison Company's Current Report on Form 8-K for November 24, 1986 as filed with the Securities and Exchange Commission.

Commonwealth Edison Company's Current Report on Form 8-K for December 19, 1986, as filed with the Securities and Exchange Commission."

Placed On File -- EXECUTIVE ORDER 87-1 CONCERNING
NEW PROGRAM CALLED "CHICAGO FIRST".

Also, a communication from Honorable Harold Washington, Mayor, transmitting Executive Order 87-1 concerning the expansion of the "First Source" program into a new program to be called "Chicago First", which was *Placed on File*.

Placed On File -- EXECUTIVE ORDER 86-3 ESTABLISHING
EMPLOYEE ASSISTANCE PROGRAM ADVISORY
COMMITTEE.

Also, a communication from Honorable Harold Washington, Mayor, transmitting Executive Order 86-3 relating to the Employee Assistance Program for non-sworn employees and their eligible dependents, and the establishment of an Employee Assistance Program Advisory Committee, which was *Placed on File*.

Placed On File -- DETERMINATION CERTIFICATE OF CITY
COMPTROLLER IN CONNECTION WITH SALE OF
\$110,000,000 WATER REVENUE BONDS,
REFUNDING AND IMPROVEMENT
SERIES, 1986, OF CITY
OF CHICAGO.

Also, the report of Ronald D. Picur, City Comptroller, transmitting a Determination Certificate of the Comptroller of the City of Chicago in connection with the sale of \$110,000,000 Water Revenue Bonds, Refunding and Improvement Series 1986, of the City of Chicago, which was *Placed on File*.

Placed On File -- RESOLUTION ABATING CERTAIN AMOUNTS
OF TAXES LEVIED ON BEHALF OF CHICAGO SCHOOL
FINANCE AUTHORITY'S GENERAL OBLIGATION
SCHOOL ASSISTANCE BONDS.

Also, a communication from Stephen J. Dragich, of Schiff Hardin & Waite, transmitting a certified copy of a resolution adopted by the Chicago School Finance Authority abating certain amounts of taxes levied for the Chicago School Finance Authority's General Obligation School Assistance Bonds, 1980 Series B, 1980 Series D and Series E, which was *Placed on File*.

Placed On File -- MANPOWER AND EQUIPMENT REPORT
FROM CHICAGO POLICE DEPARTMENT.

Also, a communication from Fred Rice, Superintendent of Police, transmitting information regarding manpower and equipment utilization of the Chicago Police Department for the calendar quarter ending January 31, 1986, which was *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 December 18, 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 January 14, 1987, 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 December 18, 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, ordinances passed by the City Council as follows:

Passed October 27, 1986.

Ordinance authorizing Fiscal Year 1986--1987 Board of Education Tax Levy;

Passed November 24, 1986.

Ordinance authorizing issuance of \$250,000,000 in City of Chicago 1987 General Obligation Tender Notes;

Ordinance authorizing issuance of \$185,000,000 in City of Chicago General Obligation Bonds, Refunding and Project Series 1986 and Levy and Collection of Tax to pay principal of and interest on said Bonds.

The above ordinances were filed with the County Clerk of Du Page County on December 30, 1986.

Passed November 26, 1986.

Ordinance authorizing Levy of Property Taxes for Year 1987;

Signed December 23, 1986.

A Certificate of Compliance with the Truth in Taxation Act signed by Harold Washington, Mayor of the City of Chicago.

The above were filed with the County Clerk of Cook County on December 29, 1986 and with the County Clerk of Du Page County on December 30, 1986.

Passed November 5, 1986.

Annual Appropriation Ordinance of City of Chicago for the Year 1987.

Filed with the City Clerk of the City of Chicago on January 14, 1987.

**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:

Atlantis Properties, Ltd. -- to classify as a Residential Planned Development instead of an M2-2 General Manufacturing District the area shown on Map No. 7- G bounded by

a line 206.57 feet south of West Diversey Parkway; the alley next west of North Janssen Avenue; the alley next south of West Diversey Parkway; the alley next east of North Janssen Avenue; a line 281.75 feet south of West Diversey Parkway; North Southport Avenue; a line 628.69 feet south of West Diversey Parkway; a line 262.33 feet west of North Southport Avenue; a line 363.98 feet south of West Diversey Parkway; and North Greenvue Avenue.

First National Bank of Highland Park, U/T 4172 -- to classify as a R5-1 General Service District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 7-K bounded by

a line 1376 feet north of West Diversey Avenue; the west right-of-way line of the Chicago & Northwestern Railroad; a line 367 feet south of West Diversey Avenue; a

line 503 feet east of North Kilpatrick Avenue; a line from a point 503 feet east of North Kilpatrick Avenue and 285 feet south of West Diversey Avenue to be connected by said line having 184.2 foot arc with a radius of 372 feet, to a point 403 feet east of North Kilpatrick Avenue and 135 feet south of West Diversey Avenue; a line 403 feet east of North Kilpatrick Avenue; a line 159 feet south of West Diversey Avenue; a line 388 feet east of North Kilpatrick Avenue; a line 135 feet south of West Diversey Avenue; a line 125 feet east of North Kilpatrick Avenue; West Parker Avenue; North Kilpatrick Avenue; West George Street; the alley next east of and parallel to North Kilpatrick Avenue; West Wellington Avenue; and North Knox Avenue.

and to further classify the area above described as a Business Planned Development.

Kenwood Quadrangle Associates -- to classify as Residential Business Planned Development No. 62, as amended, instead of Residential-Business Planned Development No. 62 the area shown on Map No. 12-D bounded by

East 47th Street; a line 490.42 feet south of East 47th Street along the westerly line of South Lake Park Avenue; South Dorchester Avenue; East 47th Place; the east line of the alley next east of and parallel to South Kenwood Avenue; a line 422.25 feet south of East 47th Street; South Kenwood Avenue; East 48th Street; a line 132.37 feet west of South Kenwood Avenue; a line 332.36 feet north of East 48th Street; South Kimbark Avenue; a line 245.5 feet south of East 47th Street; South Woodlawn Avenue; a line 49 feet south of East 47th Street; a line 118 feet west of South Woodlawn Avenue; a line 180.52 feet south of East 47th Street; a line 291.71 feet west of South Woodlawn Avenue; a line 204.92 feet south of East 47th Street; a line 423.71 feet west of South Woodlawn Avenue; a line 109.67 feet south of East 47th Street; a line 106.7 feet east of South Greenwood Avenue; a line 54.67 feet south of East 47th Street; South Greenwood Avenue; the alley next south of and parallel to East 47th Street; and South Ellis Avenue.

1260 Associates -- to classify as a Residential Planned Development instead of an R6 General Residence District the area shown on Map No. 3-F bounded by

a line 69.94 feet south of West Goethe Street; North Dearborn Street; a line 169.85 feet south of West Goethe Street; and the alley next of North Dearborn Street;

Southern Human Services -- to classify as an R3 General Residence District instead of a B2-2 Restricted Retail District the area shown on Map No. 11-G bounded by

West Montrose Avenue; a line 100 feet east of and parallel to the alley next east of and parallel to North Greenview Avenue; the alley next south of and parallel to West Montrose Avenue; and the alley next east of and parallel to North Greenview Avenue;

Joseph Taylor -- to classify as an R4 General Residence District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 20-H bounded by

the alley next north of and parallel to West 79th Place; South Hoyne Avenue; West 79th Place; and a line 224.76 feet west of and parallel to South Hoyne Avenue.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Adamik Stephen, Alvarado Eusebio, Anderson Cheryl, Allstate Ins. Co. (6) Robert Gay, Beatrice Lee, Newton Moore, Donald Owsley, Glenda Sanders and Anna Zaragoza, Atterbery Adelaide, Azarshin Hossein;

Bailey Barbara, Besenhofer John, Biazar Majid and Catherine, Biundo Fara, Burns B. L., Byrant Craig;

Calucci Joseph, Cascio Anthony Jr., Castro Gerald, Chmielewski Christopher, Ciavarella Ginevra, Ciszek Victor, Clemons Darius, Coleman James Robert, Condic Luke, Cottrell Robert, Cypin David;

Davis Lethel, Dammons Donald, Dobbins Jeanie, Dundee Cement Co.;

Economy Fire And Cas. Co. (2) Leonard Mishkin and Eddie M. Harrell, Esposito John;

Fico, Inc., Fireman's Funds Ins. Co. and Scott Wood, Foster Elma, Fuksman Anatoly, Furth Glenn;

General Cas. Co. and John Sekula, Glenn Clarence, Grizzle Kathy, Gruis Leslie;

Holiday Florida;

International Clinical Lab;

Joshua Jo Ann;

Kurowski Stanley;

Laster Jessica, Leff Alan, Levy Rose, Lewis Jeff, Liberty Mutual Ins. and Vickie Parson, Longfellow Gladys;

Martin Ruben, Maryland Cas. Co. and Richard Eichman, May Richarlana, Meluch Greg, Milgrom Bernard, Mize Jeffrey, Musto Richard;

McNeal Mrs. Eunice;

Nelson Brenda, Nicholas Tony;

O'Malley Robert, Ong Ken K., Orlich Dolores;

Peoples Gas Light and Coke Co. (17), Pekara Josephine, Pell Allen, Peterson Ruby;

Rallis Katherine, Ribaud Matthew, Robinson Brian, Rothe James, Roundy's Inc.;

Santiago-Pfeifer Maria, Shafston J. Donald, Shechtman Barry, Smith Deborah, Smith Joyce, Sowa Ronald, State Farm Ins. Co. (5) Kevin Kelly, Delores Maggiore, James O'Keefe, Rinaldo Rogaziani and Patricia Zumanski;

Talley Lemuel, Taylor Derroll, Thiede Ken, Tryba Mary;

Underwriters Adjusting Co. and Catherine Mullane;

Veal Ricky;

Waldron Thomas, Weiner Jerome, Whitcroft Rusty, Whitledge Donald, Woods Mary.

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 December 23, 1986 and January 16, 1987) 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 periods ended November, 1986 and December, 1986, which were *Referred to the Committee on Finance*.

Referred -- RECOMMENDATIONS BY COMMISSION ON CHICAGO
HISTORICAL AND ARCHITECTURAL LANDMARKS FOR
DESIGNATION OF VARIOUS STRUCTURES AS
CHICAGO LANDMARKS.

Also, three communications from William M. McLenahan, Director, Commission on Chicago Historical and Architectural Landmarks, under dates of December 18, 29 and 30, 1986, transmitting the recommendations that certain structures be designated as Chicago Landmarks, which were *Referred to the Committee on Historical Landmark Preservation*, as follows:

Ferdinand Kaufmann Store and Flat Building, located at 2310--2312 North Lincoln Avenue;

Sidney A. Kent House, located at 2944 South Michigan Avenue; and

Peoples Gas Irving Park Neighborhood Store, located at 4839 West Irving Park Road.

Referred -- LEVY AND ABATEMENT OF TAXES FOR
COMMUNITY COLLEGE DISTRICT NUMBER
508.

Also, a communication from the Board of Trustees of Community College District Number 508, transmitting certified copies of resolutions and an ordinance pertaining to the levy of taxes and abatement of taxes previously levied, which was *Referred to the Committee on Finance*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

**AUTHORITY GRANTED FOR EXPENDITURE OF MOTOR FUEL
TAX FUNDS FOR ENGINEERING AND INSTALLATION
OF TRAFFIC CONTROL SIGNALS AT
SPECIFIED LOCATIONS.**

The Committee on Finance submitted a report recommending that the City Council pass ten proposed ordinances transmitted therewith, authorizing the expenditure of motor fuel tax funds for engineering and installation of traffic control signals at various locations in the City of Chicago.

On motion of Alderman Burke, 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, Garcia, Krystyniak, Henry, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Mell, Bitoy, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schuler, Volini, Orr, Stone -- 44.

Nays -- None.

Alderman O'Connor 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):

West Diversey Parkway And North Leavitt Street.

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works to provide for the engineering and installation of traffic control signals as follows, to be paid for out of that part of the Motor Fuel Tax Funds which have been or may be allotted to the City of Chicago.

Intersection	Estimated Cost
West Diversey Parkway and North Leavitt Street	\$95,000

SECTION 2. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated to any other project shall not be transferred to this project, in either instance, without 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 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

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

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

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

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

South Cottage Grove Avenue And East 37th Street.

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works to provide for the engineering and installation of traffic control signals as follows, to be paid for out of that part of the Motor Fuel Tax Funds which have been or may be allotted to the City of Chicago.

Intersection	Estimated Cost
South Cottage Grove Avenue and East 37th Street	\$75,000

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

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

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

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

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

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

South Lawndale Avenue And West 26th Street.

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works to provide for the engineering and installation of traffic control signals as follows, to be paid for out of that part of the Motor Fuel Tax Funds which have been or may be allotted to the City of Chicago.

Intersection	Estimated Cost
South Lawndale Avenue and West 26th Street	\$80,000

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

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

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

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

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

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

West Belmont Avenue And North Laverne Avenue.

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works to provide for the engineering and installation of traffic control signals as follows, to be paid for out of that part of the Motor Fuel Tax Funds which have been or may be allotted to the City of Chicago.

Intersection	Estimated Cost
West Belmont Avenue and North Laverne Avenue	\$75,000

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

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

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

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

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

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

North Clark Street And West Wellington Avenue.

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works to provide for the engineering and installation of traffic control signals as follows, to be paid for out of that part of the Motor Fuel Tax Funds which have been or may be allotted to the City of Chicago.

Intersection	Estimated Cost
North Clark Street and West Wellington Avenue	\$85,000

SECTION 2. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project

shall not be transferred to this project, in either instance, without 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 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

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

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

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

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

South Jeffery Avenue And East 89th Street.

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works to provide for the engineering and installation of traffic control signals as follows, to be paid for out of that part of the Motor Fuel Tax Funds which have been or may be allotted to the City of Chicago.

Intersection	Estimated Cost
South Jeffery Avenue and East 89th Street	\$75,000

SECTION 2. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project, in either instance, without 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 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

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

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

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

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

North Kedzie Avenue And West Warren Boulevard.

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works to provide for the engineering and rehabilitation of traffic control signals as follows, to be paid for out of that part of the Motor Fuel Tax Funds which have been or may be allotted to the City of Chicago.

Intersection	Estimated Cost
North Kedzie Avenue and West Warren Boulevard	\$90,000.00

SECTION 2. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project, in either instance, without 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 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

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

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

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

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

South Ashland Avenue And West 76th Street.

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works to provide the engineering and rehabilitation of traffic control signals as follows, to be paid for out of that part of the Motor Fuel Tax Funds which have been or may be allotted to the City of Chicago.

Intersection	Estimated Cost
South Ashland Avenue and West 76th Street	\$90,000.00

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

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 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any

vouchers in excess of the amount shown without having had the prior approval of the City Council.

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

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

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

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

South Sacramento Boulevard And West Roosevelt Road.

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works to provide the engineering and rehabilitation of traffic control signals as follows, to be paid for out of that part of the Motor Fuel Tax Funds which have been or may be allotted to the City of Chicago.

Intersection	Estimated Cost
South Sacramento Boulevard and West Roosevelt Road	\$90,000.00

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

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

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

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

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

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

South State Street And East And West Garfield Boulevard.

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works to provide the engineering and rehabilitation of traffic control signals as follows, to be paid for out of that part of the Motor Fuel Tax Funds which have been or may be allotted to the City of Chicago.

Intersection	Estimated Cost
South State Street and East and West Garfield Boulevard	\$150,000.00

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

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

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

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

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

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

EXECUTION AND DELIVERY OF FIRST SUPPLEMENTAL
INDENTURE BETWEEN CITY AND IRVING
TRUST COMPANY.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, approving the execution and delivery of a first supplemental indenture between the City of Chicago and Irving Trust Company, concerning Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1984-A through 1984-D (American Airlines, Inc. Project).

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Mell, Bitoy, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On December 31, 1984, the City of Chicago (the "City") did issue and deliver its Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1984-A through 1984-D (the "Series 1984 Bonds"), for the purpose of financing a portion of the cost of improving, expanding and modernizing portions of Terminal 3 and Concourses H and K, and a portion of the cost of certain additional improvements, at Chicago-O'Hare International Airport for the benefit of American Airlines, Inc., a Delaware corporation (the "Airline"); and

WHEREAS, Each series of Series 1984 Bonds was issued under and secured by an indenture of Trust dated as of December 1, 1984 (collectively, the "1984 Indentures"), from the City to Irving Trust Company, as trustee (the "Trustee"); and

WHEREAS, It is necessary to enter into a First Supplemental Indenture, amending and supplementing the related 1984 Indenture, with respect to each series of Series 1984 Bonds; and

WHEREAS, A proposed form of First Supplemental Indenture is attached hereto as Exhibit A; now, therefore,

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

SECTION 1. The form of First Supplemental Indenture is hereby approved in substantially the form attached hereto, and the Mayor or the City Comptroller, and the City Clerk, are hereby authorized to execute a First Supplemental Indenture in the name and on behalf of the City with respect to each series of Series 1984 Bonds, their execution thereof to constitute conclusive evidence of their approval, and the approval of this body, of any changes from the form of First Supplemental Indenture attached hereto.

SECTION 2. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION 3. This ordinance shall be of full force and effect upon its passage and approval.

First Supplemental Indenture attached to this ordinance reads as follows:

This First Supplemental Indenture, dated as of _____, ("First Supplemental Indenture"), is entered into by and between City of Chicago, a municipal corporation and home rule unit of local government duly organized and existing under the laws of the State of Illinois (the "City") and Irving Trust Company, as Trustee (the "Trustee"), a New York banking corporation with its principal corporate trust office located in New York, New York.

Recitals:

Whereas, the City and the Trustee have heretofore entered into, executed and delivered an Indenture of Trust dated as of December 1, 1984 (the "1984 Indenture"), from the City to the Trustee, pursuant to which the City issued \$30,700,000 aggregate principal amount of its Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1984-__ (American Airlines, Inc. Project) (the "Bonds") for the purpose of financing a portion of the cost of improving, expanding and modernizing portions of Terminal 3 and concourses H and K, and a portion of the cost of certain additional improvements, at Chicago- O'Hare International Airport for the benefit of American Airlines, Inc., a Delaware corporation (the "Company"); and

Whereas, Section 1001 of the 1984 Indenture provides that the City and the Trustee may without the consent of or notice to any of the holders of the Bonds enter into an indenture supplemental to the 1984 Indenture as shall not be inconsistent with the terms and conditions of the 1984 Indenture for the purpose of amending or supplementing the 1984 Indenture in any manner as shall not impair the security of the 1984 Indenture or

adversely affect the holders of the Bonds or the Bank (as defined in the 1984 Indenture); and

Whereas, the Bank and the Company have consented in writing to the execution and delivery of this First Supplemental Indenture:

Now, Therefore, This First Supplemental Indenture Witnesseth:

That in consideration of the premises and agreements hereinafter contained, the City and the Trustee agree that the 1984 Indenture shall be and the same is hereby supplemented and amended as follows:

Article I.

Section 101. The first sentence of Section 501 of the 1984 Indenture is hereby amended to read as follows:

"Any moneys held as a part of the Bond Fund or the Construction Fund shall be invested and reinvested by the Trustee in accordance with the provisions of Section 3.6 of the Agreement; provided that moneys held in the Bond Fund that are proceeds of a drawing under the Letter of Credit, other than a drawing to replenish the Reserve Account pursuant to Section 305 hereof, shall not be invested."

Article II.

Section 201. Trustee's Duties and Immunities. The Trustee assumes no duties, responsibilities or liabilities by reason of this First Supplemental Indenture other than as set forth in the 1984 Indenture and in this First Supplemental Indenture, and this First Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions of its acceptance of the Trust under the 1984 Indenture, as fully as if said terms and conditions were herein set forth at length.

Section 202. Definitions. Words and phrases used in this First Supplemental Indenture that are defined in Section 101 of the 1984 Indenture, as amended (except as herein otherwise expressly provided, or unless the context otherwise requires), shall have the meanings set forth therein.

Section 203. Indenture Confirmed. Except as supplemented and amended by this First Supplemental Indenture, all of the provisions of the 1984 Indenture shall remain in full force and effect, and from and after the effective date of this First Supplemental Indenture the 1984 Indenture shall be deemed to have been supplemented and amended as herein set forth.

Section 204. Governing Law. This First Supplemental Indenture shall be governed exclusively by and construed in accordance with the laws of the State applicable to contracts made and to be performed in the State.

Section 205. Severability. If any one or more of the provisions of this First Supplemental Indenture should be determined by a court of competent jurisdiction to be

contrary to law, such provision shall be deemed and construed to be severable from the remaining provisions herein contained and shall in no way affect the validity of the remaining provisions of this First Supplemental Indenture.

Section 206. Counterparts. The First Supplemental Indenture may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

In Witness Whereof, the City has caused these presents to be signed in its name and behalf by its _____ and its official seal to be impressed hereon and attested by its City Clerk, and the Trustee has caused these presents to be signed in its name and behalf by one of its _____ and its corporate seal to be impressed hereon and attested by one of its _____, all as of the day and year first hereinabove written, but actually executed by the City on _____, and by the Trustee on _____.

[Signature forms omitted for printing purposes.]

*Consent Of The Long-Term Credit Bank
Of Japan, Limited, New York Branch.*

Pursuant to Section 1001 of the Indenture of Trust dated as of December 1, 1984, from the City of Chicago to Irving Trust Company, as Trustee, Securing Chicago- O'Hare International Airport Special Facility Revenue Bonds, Series 1984- (American Airlines, Inc. project), the undersigned on behalf of The Long-Term Credit Bank of Japan, Limited, New York Branch, as issuer of the initial Letter of Credit, hereby consents to the execution and delivery of the First Supplemental Indenture attached hereto.

THE LONG-TERM CREDIT BANK OF JAPAN,
LIMITED, NEW YORK BRANCH

By _____
Its: _____

Date: _____

Consent Of American Airlines, Inc.

Pursuant to Section 1003 of the Indenture of Trust dated as of December 1, 1984, from the City of Chicago to Irving Trust Company, as Trustee, securing Chicago- O'Hare International Airport Special Facility Revenue Bonds, Series 1984- (American Airlines, Inc. project), the undersigned on behalf of American Airlines, Inc. hereby consents to the execution and delivery of the First Supplemental Indenture attached hereto.

AMERICAN AIRLINES, INC.

By _____
Its: _____

Date: _____

EXECUTION OF LOAN AGREEMENT WITH URBAN INNOVATIONS
TREASURY I GENERAL PARTNERSHIP.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a loan agreement with the Urban Innovations Treasury I General Partnership whereby Illinois Housing Participation Program funds will be used to rehabilitate 17 dwelling units located at 4362--4364 North Kenmore Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Mell, Bitoy, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), a home rule unit of government under section 6 (a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low and moderate income; and

WHEREAS, The City has determined that the continuance of a shortage of rental housing affordable to persons of low and moderate income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The State of the Illinois, acting through the Illinois Development Finance Authority (the "Authority"), pursuant to authority granted it in the Illinois Development Finance Authority Act, Illinois Revised Statutes Chapter 48, ss 850.01 *et seq.*, as amended, has created the Illinois Housing Participation Program (the "Illinois Housing Participation Program,") in Section 850.07 (c) of the Act, which program among other things, provides for loans to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are affordable for rent to low and moderate income persons; and

WHEREAS, The Illinois Finance Development Authority has agreed to loan the City of Chicago, Illinois (the "Borrower") a zero percent loan in the amount of \$5,000,000.00 to enable the borrower to finance, or reimburse the primary developers and other project participants for, a portion of the cost of the project, such loan being subject to the terms and conditions of, and for the purposes of making funds available to owners of rental properties containing five or more dwelling units; and

WHEREAS, The Department of Housing has preliminarily reviewed and approved the making of one (1) low interest rehabilitation loans in the aggregate amount, \$129,000 said loans to be funded in part with Illinois Housing Participation Program funds and in part with private and/or MULTI Programs funds where said funds, when loaned, will leverage \$7.00 in private investment for every \$3.00 in Program Funds. A total of 17 dwelling units will be rehabilitated, and wherein said loans are more particularly described in "Exhibit A" attached hereto and made a part hereof; and

WHEREAS, The Illinois Development Finance Authority Act requires that the Corporate Authorities (the "City Council") approve the submission of projects for funding under the Illinois Housing Participation Program; now, therefore,

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

SECTION 1. The Commissioner of the Department of Housing is hereby authorized to issue final loan commitments to the proposed owners/borrowers itemized in Exhibit A for the loan amount listed therein.

SECTION 2. The aforesaid Commissioner is hereby authorized to enter into, negotiate and execute such agreements, documents, or notes as are required or necessary to implement the terms and program objectives of the Illinois Housing Participation Program.

SECTION 3. This ordinance shall be in full force and effect by and from the date of its passage.

Exhibit A attached to this ordinance reads as follows:

Exhibit A.

Owner/Borrower Address/No. of D.U.'S	Private Financing	I.H.O.P. MULTI Program/ Rental Rehab	Average Cost Per Unit
Owner/Borrower Urban Innovations 4362--4364 N. Kenmore 17 d.u.'s	\$350,000	\$129,000	\$28,212

COMMISSIONER OF DEPARTMENT OF HOUSING AUTHORIZED
TO ENTER INTO LOW INTEREST REHABILITATION
LOANS FOR VARIOUS SITES IN CITY.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Commissioner of the Department of Housing to enter into six low interest rehabilitation loans to assist in the rehabilitation of 131 rental units located at various sites in the City, to be used by low and moderate income persons.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Mell, Bitoy, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (The "City"), a home rule unit of government under Section 6 (a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low and moderate income; and

WHEREAS, The City has determined that the continuance of a shortage of rental housing affordable to persons of low and moderate income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The Government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, has created the Rental Rehabilitation Program (the "Rental Rehabilitation Program") in Section 301 of the Housing and Urban Rural Recovery Act of 1983, which program among other things, provides for Federal grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low and moderate income persons; and

WHEREAS, The United States Department of Housing and Urban Development has approved the allocation of \$13,241,900.00 of Rental Rehabilitation Program grant funds to the City; and

WHEREAS, The City of Chicago has programmed \$3,085,000 in Year XII Community

Development Block Grant funds for its Multi-Unit Rehabilitation Assistance Program ("MULTI-Program"), wherein low interest rehabilitation loans are made available to owners of rental properties containing five or more dwelling units in low and moderate income areas, and MULTI Program administered by the City's Department of Housing; and

WHEREAS, The Department of Housing has preliminarily reviewed and approved the making of six (6) low interest rehabilitation loans in the aggregate amount \$3,364,000.00 said loans to be funded in part with Rental Rehabilitation Program funds and in part with MULTI Programs funds where said funds, when loaned, will leverage an additional \$2,598,077.00 in private investment for the rehabilitation of 131 dwelling units, and wherein said loans are each in excess of \$75,000 and are more particularly described in "Exhibit A" attached hereto and made a part hereof; and

WHEREAS, The City Council of the City, by an ordinance duly adopted on February 20, 1985, authorized certain technical amendments to the Substitute Ordinance (passed by the City Council on June 6, 1984) Authorizing Submission of the Final Statement of Objectives and Projected Use of Funds for Community Development Block Grant Entitlement to the U. S. Department of Housing and Urban Development for the Year XI Community Development Block Grant funds shall be subject to the review and approval of City Council; now, therefore,

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

SECTION 1. The Commissioner of the Department of Housing is hereby authorized to issue final loan commitments to the proposed owners/borrowers itemized in Exhibit A for the loan amount listed therein.

SECTION 2. The aforesaid Commissioner is hereby authorized to enter into, negotiate and execute such agreements, documents, or notes as are required or necessary to implement the terms and program objectives of the Rental Rehabilitation and the MULTI Programs.

SECTION 3. This ordinance shall be in full force and effect by and from the date of its passage.

Exhibit A attached to this ordinance reads as follows:

Exhibit A.

Owner/Borrower	Rental Rehab/MULTI	Private
Kenwood-Oakland Community Organization 4500--4506 South Drexel 20 d.u.'s	\$900,000	\$688,057
Kenwood-Oakland		

Owner/Borrower	Rental Rehab/MULTI	Private
Community Organization 1236--1238 East 46th Street 15 d.u.'s 9 commercial	\$700,000	\$404,070
Circle Christian Development Corporation 5700 West Washington 20 d.u.'s	410,000	423,055
David Hudson 8251--8261 South Ellis 31 d.u.'s	215,000	308,175
L.S.M. Ventures 906--915 West Agatite 24 d.u.'s	834,000	494,120
Design 21 Group 1048--1050 West Foster 5210--5214 North Kenmore 12 d.u.'s	305,000	280,600

SUMMARY:

Total Projects:	6
Total Dwelling Units:	131
Total Private Financing:	\$2,598,077.00
Total C.D.B.G./R.R.:	<u>\$3,364,000.00</u>
Total:	<u>\$5,962,077.00</u>

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 December 18, 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 substitute proposed order:

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

Name and Address	Warrant Number and Type of Inspection	Amount
Chicago Child Care Society 5467 South University Avenue	D3-687492 (Sign)	\$90.00
Chicago Historical Society 1601 North Clark Street	A1-607674 (Elev.)	90.00
Edgewater Hospital 5700 North Ashland Avenue	No. 3 Superior- Water Tube Boiler	30.00
Grant Hospital 5550 West Webster Avenue	No. 1 Peabody- Fire Box Boiler	30.00
Lutheran School of Theology various locations	B1-617793 B1-617794 (Bldg.)	57.50 46.00
Northwest Home for the Aged 6300 North California Avenue	C2-637875 (Refrig.)	335.00
Norwood Park Home 6016 North Nina Avenue	C2-637793 (Refrig.)	270.00
Third Unitarian Church 301 North Mayfield Avenue	P1-603692 (Boiler)	

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Mell, Bitoy, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schuler, Volini, Orr, Stone -- 44.

Nays -- None.

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

*AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS, LICENSE
FEE EXEMPTION AND CANCELLATION OF EXISTING WATER
RATES FOR CERTAIN CHARITABLE, EDUCATIONAL
AND RELIGIOUS INSTITUTIONS.*

The Committee on Finance to which had been referred (December 10 and 18, 1986) sundry proposed ordinances transmitted therewith to authorize the issuance of free permits, license fee exemption and cancellation of existing water rates for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Mell, Bitoy, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schuler, Volini, Orr, Stone -- 44.

Nays -- None.

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

FREE PERMITS.

*The Apostolic Assembly Of The Lord Jesus Christ,
Incorporated.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to The Apostolic Assembly of the Lord Jesus Christ, Incorporated for electrical installations on the premises known as 10708 South Vincennes Avenue.

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.

Circle Urban Ministries.

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 the following not for profit organization, shall be exempted from payment of permit fee from the Department of Inspectional Services for the rehabilitation of the building at 5600 West Washington Boulevard.

Circle Urban Ministries
118 North Central Avenue
Chicago, Illinois 60644

Kenwood Oakland Community Organization.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Water and Sewers, the Commissioner of Health, the Commissioner of Fire and the Commissioner of Environmental Control are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to: Kenwood Oakland Community Organization 1236--1238 East 46th Street for the construction of a H.O.D.A.G. project at the following locations:

4500--4506 South Lake Park

4508 South Lake Park

4520--4522 South Lake Park

4455--4467 South Woodlawn

4458--4468 South Lake Park

4501--4509 South Woodlawn

4511--4515 South Woodlawn

4519 South Woodlawn

4531 South Woodlawn

4539--4541 South Woodlawn

4545--4555 South Woodlawn

4609--4621 South Woodlawn

4535--4537 South Woodlawn

4559--4601 South Woodlawn

4514--4516 South Lake Park

4525 South Woodlawn

4527 South Woodlawn

4521 South Woodlawn

1236--1238 East 46th Street

4500--4506 South Drexel

for rehabilitation of the aforementioned structures on the premises listed above.

Said buildings shall be used exclusively for housing 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.

Latino Youth, Incorporated.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Latino Youth, Incorporated, 2905 West Cermak Road, for renovating existing structure on the premises located on the southwest corner of South Marshfield Avenue and West Cermak Road.

Said building shall be used exclusively for social youth activities 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.

Metropolitan Community 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 Metropolitan Community Church, 4100 South King Drive, for construction of a Senior Citizens Housing Project (not-for-profit) on the premises known as 4101 South Calumet Avenue.

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

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

LICENSE FEE EXEMPTION.

Circle Family Care.

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 not for profit organization, shall be exempted from payment of the Dispensary License Fee for the years 1986 and 1987:

Circle Family Care
118 North Central Avenue
Chicago, Illinois 60644

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

CANCELLATION OF EXISTING WATER RATES.

Queen Of Angels Church.

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

SECTION 1. The Commissioner of Water and Sewers is hereby authorized and directed to waive the water assessment in the amount of \$102.12, for the period of October 3, 1985 to June 16, 1986, charged to the Queen of Angels Church, 4500-4510 North Claremont Avenue.

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

Washington And Jane Smith Home, Incorporated.

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 Commissioner of Water and Sewers is hereby authorized and directed to give consideration to waiving existing water and sewer rates assessed against the Washington and Jane Smith Home, Incorporated, 2340 West 113th Street, in the amount of \$2,850.00.

SECTION 2. This ordinance shall take effect upon 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

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 38715 through 38720 of this Journal.]

and

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

[Third party order printed on page 38721 of this Journal.]

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, authorizing payments of miscellaneous claims.

On motion of Alderman W. Davis, 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

(Continued on page 38722)

1/16/87

REPORTS OF COMMITTEES

38715

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/16/87

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALANIZ	ART F	POLICE OFFICER	ELEVENTH DISTRICT	2/21/86 242.00
ANDERSON	ROBERT J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/02/86 293.25
AYALA	MICHAEL	POLICE OFFICER	FIRST DISTRICT	6/18/86 196.40
BARASZKIEWICZ	RICHARD	POLICE OFFICER	FIFTEENTH DISTRICT	5/16/86 139.65
BART	JAMES M	POLICE OFFICER	OHARE LAW ENFORCEMENT	6/21/86 60.00
BECKOM	JESSE	POLICE OFFICER	THIRD DISTRICT	2/13/86 91.00
BIGGANE	PATRICK J	POLICE OFFICER	SIXTH DISTRICT	6/30/86 543.00
BRADY	SANDRA E	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/27/86 110.75
BRIGHT	RONALD	POLICE OFFICER	FOURTEENTH DISTRICT	1/18/86 305.00
BRINKMAN	ELIZABETH M	POLICE OFFICER	FIFTEENTH DISTRICT	4/14/86 201.20
BRUGGER	PAUL R	POLICE OFFICER	THIRTEENTH DISTRICT	1/07/85 335.00
BRUGGER	PAUL R	POLICE OFFICER	THIRTEENTH DISTRICT	6/10/86 2744.00
CELOVSKY	JOSEPH R	POLICE OFFICER	SIXTH DISTRICT	3/20/86 25.00
CIRULLO	DONALD J	POLICE OFFICER	TENTH DISTRICT	6/19/86 52.00
COLLINS	CELRIC D	POLICE OFFICER	SECOND DISTRICT	8/10/86 89.00
CRADICK	JAMES P	POLICE OFFICER	EIGHTEENTH DISTRICT	2/26/85 190.00
CRAIG	RALPH E	POLICE OFFICER	SECOND DISTRICT	6/12/86 87.00
CROWE	BENJAMIN K	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/27/86 266.00
DAVIS	SIDNEY	POLICE OFFICER	SEVENTH DISTRICT	6/18/86 62.00
DAVIS	THEODORE	POLICE OFFICER	SEVENTH DISTRICT	6/20/86 45.00
DAWSON	MONTE	POLICE OFFICER	SECOND DISTRICT	8/08/86 214.00
DIENETHAL	KENNETH P	POLICE OFFICER	FOURTEENTH DISTRICT	5/26/86 134.00
DOIG	GREGORY	POLICE OFFICER	SIXTH DISTRICT	7/12/86 118.20
DULAN	EDWARD	POLICE OFFICER	FIFTEENTH DISTRICT	6/08/86 134.00
DURRIS	JOHN	POLICE OFFICER	EIGHTH DISTRICT	7/20/86 339.00
DOWNING	ANTHONY	POLICE OFFICER	SEVENTH DISTRICT	6/09/86 35.50
DUNN	WILLIAM J JR	POLICE OFFICER	NINTH DISTRICT	6/02/86 62.66
EPSTEIN	RICHARD	POLICE OFFICER	NINTH DISTRICT	6/26/86 399.00
FAUST	ROBERT J	POLICE OFFICER	PUBLIC & INTERNAL INFORMATION	9/22/86 4254.50
FLEMING	JOHN J	POLICE OFFICER	INTERSECTION CONTROL UNIT	6/13/86 812.25
GARCIA	FERNANDO	POLICE OFFICER	TENTH DISTRICT	6/24/86 123.00
GARMON	LYNN B	POLICE OFFICER	SEVENTH DISTRICT	6/19/86 50.00
GERMAN	EARL D	POLICE OFFICER	FIFTH DISTRICT	6/12/86 239.00
GILL	DOUGLAS	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/07/86 76.00
GILLESPIE	JAMES	POLICE OFFICER	FOURTEENTH DISTRICT	7/31/86 224.50
GOSMAN	CALVIN A	POLICE OFFICER	THIRD DISTRICT	5/10/86 137.00
GRECO	JAMES	POLICE OFFICER	OHARE SECURITY	5/18/86 1304.25
GUERRERO	PHILIP H	POLICE OFFICER	TENTH DISTRICT	6/24/86 140.00
GULLIFORD	WAYNE M	POLICE OFFICER	THIRTEENTH DISTRICT	6/25/86 104.00
GUTIEREZ	RICKY A	POLICE OFFICER	NINTH DISTRICT	6/25/86 140.50
GUZOLEK	JOSEPH J	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/21/86 305.44
HARRIS	DALE J	POLICE OFFICER	TWENTIETH DISTRICT	6/13/86 25.00
HARRIS	LANIHELL N	POLICE OFFICER	RECRUIT TRAINING	8/05/86 35.00
HART	TERENCE	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	4/28/86 49.00
HARTMAN	ROBERT	POLICE OFFICER	THIRTEENTH DISTRICT	6/09/86 47.00
HAYNES	DORIS R	POLICE OFFICER	RECRUIT TRAINING	7/07/86 194.70
HOFFMAN	STEVEN	POLICE OFFICER	THIRTEENTH DISTRICT	8/02/86 92.00
HOLMES	HARRY	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/21/86 15.60
HOLUB	RICHARD	POLICE OFFICER	THIRTEENTH DISTRICT	6/25/86 104.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/16/87

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MARTINEZ ANGEL	POLICE OFFICER	FOURTEENTH DISTRICT	7/13/86	65.00
MARTINEZ THOMAS	POLICE OFFICER	TWENTIETH DISTRICT	5/13/86	7404.32
MAZURSKI THOMAS L	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/03/86	113.46
MCCANN THOMAS P	POLICE OFFICER	FIFTH DISTRICT	7/03/86	173.85
MCCARTHY JOSEPH	POLICE OFFICER	EIGHTEENTH DISTRICT	7/12/86	138.65
MCCLODY WAYNE L	POLICE OFFICER	SIXTEENTH DISTRICT	7/28/86	75.00
MCCUE EDMUND	POLICE OFFICER	FIRST DISTRICT	7/01/86	81.40
MCCRATH DONALD	POLICE OFFICER	TENTH DISTRICT	6/22/86	87.00
MCNICHOLAS PATRICK	POLICE OFFICER	TENTH DISTRICT	2/18/86	557.00
MENEGAZZO KAREN A	POLICE OFFICER	EIGHTEENTH DISTRICT	7/05/86	256.00
MIERNICZAK RICHARD	POLICE OFFICER	FOURTH DISTRICT	7/12/86	156.00
MIKES CLARK J	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/25/85	265.00
MILLER WALTER E	POLICE OFFICER	RECRUIT TRAINING	4/21/86	236.00
MILLETTE JAN	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/06/86	93.79
MINGEY EDWARD	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/11/86	98.00
MITCHELL DONALD J	POLICE OFFICER	TWENTIETH DISTRICT	5/17/86	145.50
MITCHELL JOHN T	SERGEANT	FIFTH DISTRICT	1/25/86	514.00
MITROS GREGORY	POLICE OFFICER	SEVENTH DISTRICT	7/04/86	89.00
MIYAMOTO RICK	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/05/86	90.30
MOLITOR JOSEPH	POLICE OFFICER	SIXTEENTH DISTRICT	7/01/86	60.00
MONTELORE RONALD P	POLICE OFFICER	FIFTEENTH DISTRICT	6/04/86	538.00
MOORE JAMES F	POLICE OFFICER	FIFTEENTH DISTRICT	5/16/86	194.90
MROZEK RICHARD J	POLICE OFFICER	TWELFTH DISTRICT	7/02/86	190.05
MUNKVOLD RICHARD	POLICE OFFICER	VICE CONTROL SECTION	1/15/86	520.00
MURPHY PATRICK D	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/23/86	4399.95
NEWMAN STEVEN M	POLICE OFFICER	RECRUIT TRAINING	7/18/86	141.25
NIELSEN JAMES	POLICE OFFICER	SEVENTEENTH DISTRICT	7/06/86	122.72
NOWAK DENNIS F	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/26/86	132.75
NOWIK DARLENE A	POLICE OFFICER	FIFTEENTH DISTRICT	6/14/86	978.00
OCONNOR JAMES B	POLICE OFFICER	FIRST DISTRICT	7/09/86	110.00
OLSZEWSKI MARK A	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	4/26/86	112.00
OREILLY RITA E	POLICE OFFICER	RECRUIT TRAINING	7/10/86	178.00
ORTIZ ROBERT	POLICE OFFICER	INTERSECTION CONTROL UNIT	7/06/86	133.00
OSHEA DENNIS J	POLICE OFFICER	FOURTEENTH DISTRICT	7/24/86	86.00
PAGERS WAYNE H	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/15/86	135.00
PAGLIARO MICHAEL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/06/86	143.00
PARRA ARTHUR	POLICE OFFICER	TENTH DISTRICT	7/09/86	78.00
PATTEN CARL	POLICE OFFICER	THIRTEENTH DISTRICT	7/13/86	30.00
PATTERSON WILLIAM M	POLICE OFFICER	INTELLIGENCE SECTION	1/28/86	16937.54
PATTON JOHN	POLICE OFFICER	ELEVENTH DISTRICT	7/13/86	126.50
PEDONE FLOYD	POLICE OFFICER	TENTH DISTRICT	7/24/86	122.50
PHILLIPS ROBERT T	POLICE OFFICER	TWENTIETH DISTRICT	7/15/86	167.00
POLLACK KENNETH R	POLICE OFFICER	EIGHTH DISTRICT	3/03/86	90.00
POWELL EUGENE	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/18/86	312.70
POWELL EUGENE	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/06/86	78.00
QUATTROCCHI MICHAEL	POLICE OFFICER	EIGHTEENTH DISTRICT	5/16/86	1902.00
REGAN PHILIP	POLICE OFFICER	FIRST DISTRICT	6/08/85	837.50
REYNOLDS RAY T	POLICE OFFICER	SIXTEENTH DISTRICT	6/09/86	191.75
RICHARDSON CHARLES	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/19/85	176.00

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REGULAR ORDERS

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HRDLICKA	PATRICK	POLICE OFFICER	SEVENTEENTH DISTRICT	12/22/85 60.00
HUNTER	ROLAND J	POLICE OFFICER	FOURTH DISTRICT	5/07/86 359.00
HURTO	WILLIAM G	POLICE OFFICER	FIFTEENTH DISTRICT	4/21/86 6523.82
JACKSON	FLOYDE	POLICE OFFICER	SEVENTH DISTRICT	8/29/86 275.00
JENKINS	GEORGE	POLICE OFFICER	BOMB AND ARSON SECTION	6/10/86 85.00
JOHNSON	EDWARD M	POLICE OFFICER	EIGHTH DISTRICT	7/18/86 90.00
JOHNSON	JEFFREY S	POLICE OFFICER	FOURTH DISTRICT	7/12/86 234.00
JOHNSON	MARCO M	POLICE OFFICER	FIFTH DISTRICT	6/15/86 104.22
JOHNSON	PEGGY	POLICE OFFICER	SIXTEENTH DISTRICT	8/27/85 109.00
JUSTO	MICHAEL J	POLICE OFFICER	FIRST DISTRICT	6/18/86 148.50
KAIZER	EDWARD W	POLICE OFFICER	FOURTEENTH DISTRICT	7/31/86 240.00
KALAS	PHILIP J	POLICE OFFICER	SIXTEENTH DISTRICT	6/12/86 86.95
KALFAS	RAYMOND P	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	5/27/85 132.00
KARAVIOTOU	PETER P	POLICE OFFICER	EIGHTEENTH DISTRICT	6/17/86 215.00
KAREDES	CHRIST J.	POLICE OFFICER	EIGHTEENTH DISTRICT	6/03/86 148.50
KEARNEY	MICHAEL F	POLICE OFFICER	THIRTEENTH DISTRICT	6/09/86 75.00
KEELEY	KENNETH	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/13/86 122.00
KELLY	FRANCIS E	POLICE OFFICER	NINETEENTH DISTRICT	5/10/86 336.75
KERN	ALAN	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/04/86 198.61
KERSTING	BRUCE	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	7/24/86 321.20
KIREHENS	JOSEPH A	POLICE OFFICER	DETECTIVE DIV AREA 3 PROPERTY	7/12/86 92.50
KISSANE	MICHAEL F.	POLICE OFFICER	SIXTEENTH DISTRICT	6/09/86 119.25
KLEBBA	THOMAS A	POLICE OFFICER	OHARE LAW ENFORCEMENT	6/21/86 65.99
KLEINER	RALPH	POLICE OFFICER	FIRST DISTRICT	7/14/86 164.25
KNEFEL	PIERRE K	POLICE OFFICER	RECRUIT TRAINING	7/24/86 150.00
KODATT	EDWARD R	POLICE OFFICER	VICE CONTROL SECTION	7/12/86 407.00
KOHLES JR	JOHN J	POLICE OFFICER	TENTH DISTRICT	7/18/86 162.50
KODYUMJIAN	GREGORY	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/24/86 63.30
KUFALA	DAVID A	POLICE OFFICER	THIRTEENTH DISTRICT	5/10/85 404.00
KROK	JAMES G	POLICE OFFICER	TENTH DISTRICT	6/08/86 70.00
KUEHLMAN	MICHAEL	POLICE OFFICER	TWENTIETH DISTRICT	7/03/86 246.80
KUEHLMAN	MICHAEL	POLICE OFFICER	TWENTIETH DISTRICT	7/19/86 121.72
KUYKEN	JAMES R	POLICE OFFICER	THIRTEENTH DISTRICT	8/17/86 109.00
LABBE	ROBERT M	POLICE OFFICER	NINETEENTH DISTRICT	7/17/86 252.20
LEE	MITCHELL	POLICE OFFICER	SECOND DISTRICT	7/13/86 96.00
LEONARD	ANTHONY	POLICE OFFICER	FIFTEENTH DISTRICT	7/17/86 75.00
LIACE	ROCCO	POLICE OFFICER	TENTH DISTRICT	6/28/86 114.00
LOEFFLER	CARL	POLICE OFFICER	ELEVENTH DISTRICT	6/15/86 124.75
LOWE	FREDERICK J	POLICE OFFICER	EIGHTEENTH DISTRICT	3/01/86 379.00
LUCAS	ALAN H	POLICE OFFICER	TWENTIETH DISTRICT	6/04/86 152.00
LUCE	WILLIAM	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	5/09/86 336.00
LUNSFORD	KENNY	POLICE OFFICER	EIGHTEENTH DISTRICT	7/09/86 447.00
MACHAIN	STEPHEN J	POLICE OFFICER	FOURTEENTH DISTRICT	7/14/86 61.75
MACK	ERNEST	POLICE OFFICER	SEVENTEENTH DISTRICT	7/05/86 25.00
MACHILLAN	JAMES W	POLICE OFFICER	EIGHTEENTH DISTRICT	6/28/86 70.00
MANCINI	EDWARD L	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/03/86 163.35
MARLO	THOMAS	POLICE OFFICER	OHARE LAW ENFORCEMENT	7/22/86 5722.05
MARSHALL	TONITA L	POLICE OFFICER	FIFTH DISTRICT	7/19/86 171.50
MARTIN	BERNARD	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	2/01/86 75.00

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REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ZUKLIC	NICHOLAS	POLICE OFFICER	EIGHTH DISTRICT	5/07/88 125.00
ZULEY	RICHARD P	POLICE OFFICER	SIXTH DISTRICT	6/29/80 55.00
ZUZICH	JOSEPH	POLICE OFFICER	NINTH DISTRICT	5/29/86 155.00
AGUIRRE	RUDY	PARAMEDIC	AMBULANCE 34	6/16/85 413.00
BJORVIK	JOHN	FIREFIGHTER	ENGINE COMPANY 71	4/11/86 105.00
BOYLE	JOHN T	LIEUTENANT	ENGINE COMPANY 20	10/14/85 6862.00
CAMPBELL	JOSEPH	FIREFIGHTER	ENGINE COMPANY 43	11/01/85 673.00
CAROLAN	PATRICK	FIREFIGHTER	DISTRICT RELIEF 6	1/19/86 243.00
CLAY	RANDY	FIREFIGHTER	TRUCK 13	8/05/85 50.00
CLIFF	JAMES	LIEUTENANT	TRUCK 31	9/25/83 210.74
CLOUD	RICHARD	FIREFIGHTER	TRUCK 13	2/11/86 16.00
COYNE	DAVID	FIREFIGHTER	TRUCK 62	2/21/86 99.00
CZERWIONKA	JOSEPH	FIREFIGHTER	TRUCK 38	3/08/86 95.00
DEENIHAN	BRIAN	FIREFIGHTER	TRUCK 30	12/05/85 150.00
DEHLER	ROBERT	FIREFIGHTER	ENGINE COMPANY 30	8/31/81 871.00
DOLUGHTY	THOMAS	FIREFIGHTER	ENGINE COMPANY 56	2/01/85 250.00
DUNCAN	LORRAINE	PARAMEDIC	AMBULANCE 14	9/04/85 2230.00
DURKIN	JOHN L	PARAMEDIC	AMBULANCE 19	10/11/85 14.00
FITZGERALD	RICHARD	LIEUTENANT	ENGINE COMPANY 5	9/28/84 36.00
FORNELL	ROGER C	PARAMEDIC	DISTRICT RELIEF 3	12/02/85 15750.79
FREEMON	EDWARD	CAPTAIN	DISTRICT RELIEF 2	1/09/86 14.00
GROVIC	CARLA	PARAMEDIC	AMBULANCE 36	10/20/84 288.00
GUNTHER	KATHERINE	PARAMEDIC	AMBULANCE 15	12/29/84 37.50
GUNTHER	KATHERINE	PARAMEDIC	AMBULANCE 7	6/25/85 14729.03
HAGUE	THOMAS	FIREFIGHTER	ENGINE COMPANY 57	3/20/84 34.00
HAMBURG	GERALD	FIREFIGHTER	ENGINE COMPANY 15	6/20/85 30.00
HENNELLY	JOHN	FIREFIGHTER	TRUCK 50	4/04/85 513.50
HERLING	SEAN	FIREFIGHTER	ENGINE COMPANY 78	11/12/85 2152.84
HOUGH	GEORGE T	FIREFIGHTER	ENGINE COMPANY 94	10/05/85 123.50
HOWES	FREDERICK	ENGINEER	ENGINE COMPANY 116	1/06/80 117.00
HUGHES	THOMAS	FIREFIGHTER	SQUAD 5	10/04/85 16765.75
JOHNSON	OLIVER	ENGINEER	ENGINE COMPANY 7	12/11/85 1402.20
KEHOE	LEO	ENGINEER	ENGINE COMPANY 99	7/21/85 3286.25
LEWANDOWSKI	TODD	FIREFIGHTER	ENGINE COMPANY 70	3/25/86 298.64
LONG	DAVID	FIREFIGHTER	TRUCK 36	8/25/75 36.28
LYNCH	JOHN J	FIREFIGHTER	SQUAD 3	6/23/83 74.00
MCCLAIN	JOHN	FIREFIGHTER	TRUCK 2	10/12/85 100.00
MC DONOUGH	THOMAS	FIREFIGHTER	ENGINE COMPANY 69	8/05/85 2131.44
MCGOWAN	DANIEL	LIEUTENANT	ENGINE COMPANY 15	9/09/85 1620.00
MCMAMARA	THOMAS	FIREFIGHTER	ENGINE COMPANY 1/42	3/20/71 4224.63
MIELING	TIMOTHY	ENGINEER	ENGINE COMPANY 56	8/26/85 3557.51
MOSER	ROBERT	FIREFIGHTER	ENGINE COMPANY 112	7/22/85 200.00
MUSCIA	LEO	FIREFIGHTER	TRUCK 26	11/23/85 1795.52
MUGENT	ROBERT	FIREFIGHTER	TRUCK 47	10/08/85 18.00
OROIKOVITZ	JAMES	FIREFIGHTER	ENGINE COMPANY 76	10/16/79 419.00
OROIKOVITZ	JOHN	FIREFIGHTER	ENGINE COMPANY 101	11/03/83 102.86
OCONNELL	WILLIAM	LIEUTENANT	TRUCK 29	2/07/86 30.00
OCONNOR	FRANCIS P	LIEUTENANT	ENGINE COMPANY 95	1/26/85 693.50
OWCARZ	EUGENE	CAPTAIN	ENGINE COMPANY 77	9/20/79 105.00

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ROBINSON	HERMAN	POLICE OFFICER	EIGHTH DISTRICT	7/22/86 74.00
ROBINSON	MALCOLM	POLICE OFFICER	THIRD DISTRICT	6/05/86 189.00
ROSEBROCK	GEORGE A	POLICE OFFICER	EIGHTEENTH DISTRICT	8/12/85 586.75
ROSNER	JOSEPH B	POLICE OFFICER	TENTH DISTRICT	6/27/86 118.00
ROZOVICS	PAUL	POLICE OFFICER	TENTH DISTRICT	6/29/86 69.00
RYAN	JOHN T	POLICE OFFICER	SECOND DISTRICT	6/12/86 202.10
SAENZ	FRANCIS F	POLICE OFFICER	FOURTEENTH DISTRICT	6/20/86 182.00
SCHUBERT	ALFRED C	POLICE OFFICER	EIGHTH DISTRICT	6/10/86 1077.28
SEYTON	HANSEL R	POLICE OFFICER	FOURTH DISTRICT	6/29/86 834.50
SINK	WILLIAM	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/04/86 96.95
SKIPPER	NEIL J	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/29/86 113.50
SMALL	HAROLD D	POLICE OFFICER	SEVENTH DISTRICT	5/26/86 25.00
SORICE	WILLIAM J	POLICE OFFICER	TWELFTH DISTRICT	12/16/84 163.00
SPECK	PETER F	POLICE OFFICER	THIRD DISTRICT	5/24/86 230.40
SPEKOS	CHRISTINE M	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/27/86 125.00
SIANKOWICAZ	RONALD M	POLICE OFFICER	NINETEENTH DISTRICT	7/10/86 146.40
STANNISH	MICHAEL	POLICE OFFICER	FOURTH DISTRICT	7/12/86 105.00
STRESKE	MARVIN S	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/03/86 244.75
STURBS	CALVIN	POLICE OFFICER	FIRST DISTRICT	1/09/86 39.00
TAGUE	ALFRED B	POLICE OFFICER	NINTH DISTRICT	6/07/86 114.00
THREET	MICHAEL	POLICE OFFICER	SIXTH DISTRICT	6/20/86 123.45
TINERELLA	MICHAEL	POLICE OFFICER	FIFTEENTH DISTRICT	5/25/86 84.00
TINSHAN	THOMAS P	POLICE OFFICER	SECOND DISTRICT	4/23/86 78.00
TODD	STEPHEN	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/03/86 17297.69
TORRES	LOUIS	POLICE OFFICER	FOURTEENTH DISTRICT	6/08/86 163.50
TOUSSAS	CHARLES J	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	6/24/86 281.50
UBING	BRYON S	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/22/86 203.10
VALDES	HECTOR	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/26/86 174.25
VANDERSHOOT	GEORGE	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/01/86 439.00
VINCENT	SOLLIE	POLICE OFFICER	SEVENTH DISTRICT	6/25/86 482.00
VITULSKI	DEAN S	POLICE OFFICER	EIGHTEENTH DISTRICT	9/27/85 1277.00
VOLPI	CHARLES F JR	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/11/86 99.55
VOULGARIS	ELIAS A	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/07/86 112.50
WALCZAK	THEODORE J	POLICE OFFICER	EIGHTH DISTRICT	6/12/86 89.00
WALLACE	MICHAEL	POLICE OFFICER	ONARE LAW ENFORCEMENT	5/18/86 225.00
WEBB	JAMES H	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	1/31/86 103.00
WEHRHEIM	EILEEN	POLICE OFFICER	FOURTEENTH DISTRICT	6/25/86 30.00
WHARRY	GWEN	POLICE OFFICER	FOURTEENTH DISTRICT	6/23/86 55.00
WHELIHAN	FRANK	POLICE OFFICER	NINETEENTH DISTRICT	6/15/86 183.75
WILLIAMS	DOHNIE R	POLICE OFFICER	THIRD DISTRICT	5/17/86 276.25
WINSBERG	JERI L	POLICE OFFICER	TWELFTH DISTRICT	5/27/86 122.50
WINSBERG	JERI L	POLICE OFFICER	TWELFTH DISTRICT	6/12/86 798.00
WISNIEWSKI	JAMES S	POLICE OFFICER	TENTH DISTRICT	5/10/86 704.97
ZALOSCHAN	WILLIAM	POLICE OFFICER	SIXTEENTH DISTRICT	5/23/86 928.00
ZAFOLSKY	EDWARD J	POLICE OFFICER	EIGHTEENTH DISTRICT	6/01/86 35.00
ZAFOLSKY	THOMAS R	POLICE OFFICER	SEVENTH DISTRICT	5/11/86 91.00
ZEFELDT	MICHAEL	POLICE OFFICER	FIFTEENTH DISTRICT	5/13/86 128.50
ZENE	RAYMOND T	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/04/86 180.00
ZIEMANN	WILLIAM	POLICE OFFICER	DETECTIVE DIV AREA 1 PROPERTY	5/19/86 39.00

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RYAN	EUGENE	FIREFIGHTER	TRUCK 48	1/05/86 503.00
SHUKSTOR	LOUIS	FIREFIGHTER	ENGINE COMPANY 126	9/18/83 11046.20
SINOPOLI	ENZO	PARAMEDIC	AMBULANCE 38	7/13/85 625.00
STEWART	JESSE F	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85 34090.57
STROCK	DONALD	FIREFIGHTER	ENGINE COMPANY 47	2/24/86 119.69
SULLIVAN	MICHAEL J	FIREFIGHTER	ENGINE COMPANY 106	4/24/86 40.00
TEBBENS	GEORGE	CAPTAIN	DISTRICT RELIEF 1	5/29/85 796.45
WHALEN	EDWARD	LIEUTENANT	TRUCK 33	2/26/85 25.00
WINBUSH JR	JAMES V	LIEUTENANT	TRUCK 16	1/25/84 110.00
WORKER	DARRELL	FIREFIGHTER	SQUAD 3	5/04/62 1057.26

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COUNCIL MEETING OF 1/16/87

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALBEE	RONALD	POLICE OFFICER	SEVENTEENTH DISTRICT	7/13/85 382.00
ARROYO	LUIS A	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/21/86 497.75
ATILES	JOHN A	POLICE OFFICER	ELEVENTH DISTRICT	2/20/86 162.50
BARNES	JOE N	POLICE OFFICER	FIFTEENTH DISTRICT	5/17/86 266.50
BASKERVILLE	FRANK	POLICE OFFICER	AUTOMOTIVE FOUNDS SECTION	11/19/85 1640.75
BURAUER	CAROLYN C	POLICE OFFICER	TWELFTH DISTRICT	8/31/86 220.00
CAGE	HOSEA	POLICE OFFICER	TENTH DISTRICT	2/02/86 7105.44
COLLETTA	EDWARD J	POLICE OFFICER	SIXTEENTH DISTRICT	7/28/86 60.00
CONLEY	MARY E	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/01/86 224.80
FEYERER-MIZERA	MARGARET	POLICE OFFICER	ELEVENTH DISTRICT	5/08/86 190.50
FIGUERDA	NELINE	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	6/11/86 210.50
GAKANT	ALAN J	POLICE OFFICER	EIGHTEENTH DISTRICT	11/20/85 50.00
GINOZA	THOMAS	POLICE OFFICER	SIXTEENTH DISTRICT	7/28/86 281.50
GLEASON	PATRICK	POLICE OFFICER	FOURTH DISTRICT	10/18/84 201.00
GREEN	CHERYL	POLICE OFFICER	SIXTH DISTRICT	8/02/85 352.70
HOLZ	CHARLES M	POLICE OFFICER	EIGHTH DISTRICT	6/07/86 186.00
JACKSON	HENRY	POLICE OFFICER	SEVENTH DISTRICT	6/06/86 260.00
KAPLAN	STEVE	POLICE OFFICER	NINETEENTH DISTRICT	7/28/86 302.00
KOOISTRA	MARK	POLICE OFFICER	THIRD DISTRICT	3/22/86 64.00
MALITO	FRANCIS M	POLICE OFFICER	SIXTEENTH DISTRICT	7/20/86 584.50
MARANO	MICHAEL	POLICE OFFICER	NINTH DISTRICT	4/07/86 305.00
MILLER	ALNDRE	POLICE OFFICER	ELEVENTH DISTRICT	5/04/86 133.50
MITROS	GREGORY	POLICE OFFICER	SEVENTH DISTRICT	7/11/86 89.00
MURPHY	KEVIN	POLICE OFFICER	NINETEENTH DISTRICT	7/28/86 143.00
NICCOLI	JACQUELINE A	POLICE OFFICER	EIGHTEENTH DISTRICT	6/14/86 154.50
OVERTON	SUSAN P	POLICE OFFICER	NINETEENTH DISTRICT	11/25/84 28548.00
FAPASTRATKOS	FRANK	POLICE OFFICER	SEVENTEENTH DISTRICT	7/19/86 454.00
RAK	JOHN	POLICE OFFICER	FIFTEENTH DISTRICT	5/17/86 259.25
SALEMME	JOHN T	POLICE OFFICER	EIGHTEENTH DISTRICT	6/14/86 224.50
SARGUS	JOSEPH S	POLICE OFFICER	SIXTEENTH DISTRICT	5/16/86 2158.50
SCHALK	RAYMOND	POLICE OFFICER	DETECTIVE DIV AREA 5 VIOLENT C	1/01/86 50.00
SHARP	TYRONE	POLICE OFFICER	SIXTH DISTRICT	6/05/86 595.50
SHEPHERD	SHERIDA J	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/07/86 331.00
TRIMBLE	BYRON	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	5/11/86 379.25
ULDRYCH	RUDY	POLICE OFFICER	ELEVENTH DISTRICT	3/24/85 384.32
WALSH	GERALD A	POLICE OFFICER	SEVENTH DISTRICT	5/16/86 483.00
WARD	THOMAS S	POLICE OFFICER	EIGHTEENTH DISTRICT	5/25/86 177.00
WEBER	MATTHEW E	POLICE OFFICER	FIRST DISTRICT	6/13/86 931.55
WESTON	ROBERT A	POLICE OFFICER	FOURTEENTH DISTRICT	7/19/86 258.00
WILLIAMS	RONALD A	POLICE OFFICER	FIFTH DISTRICT	5/14/86 387.50
WILLIS SR	MAURICE	POLICE OFFICER	THIRD DISTRICT	5/26/86 274.00
ZAVOLKOFF	NICHOLAS	POLICE OFFICER	ELEVENTH DISTRICT	5/23/86 1172.00
AGUIRRE	RUDY	PARAMEDIC	AMBULANCE 34	7/14/82 405.00
BULMASH	JILL	PARAMEDIC	AMBULANCE 19	9/08/82 535.00
DISILVESTRO	JOHN	PARAMEDIC	AMBULANCE 14	9/18/85 45.00
PHILLIPS	FERN	FIREFIGHTER	TRUCK 50	3/12/83 430.00

(Continued from page 38714)

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 amounts 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 Streets And Sanitation: Account No. 100-99-2005-0934-0934.

Name and Address	Date and Location	Amount
Ward Bond 1710 East 77th Street Chicago, Illinois 60649	8/10/85 Columbus and Wacker Drive	\$277.03
Edna Fate Moore 10339 South Wallace Street Chicago, Illinois 60628	12/10/85 57th and State Street	189.31
Judith C. Cohen 750 West Bittersweet Place Chicago, Illinois 60613	5/8/85 3800 North Outer Drive	185.00
Michael D. Lindsey 2910 Harrison Street Evanston, Illinois 60201	1/31/86 1127 North State Street	109.11
Ruth Cole 11448 South Davol Street Chicago, Illinois 60643	5/12/86 3201 South Western Avenue	419.00
Joe Slayton 17616 Stonebridge Hazelcrest, Illinois 60429	2/11/84 82nd and Cottage Grove Avenue	1,024.66

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Name and Address	Date and Location	Amount
Francis Warren 11021 South Ridgeway Avenue Chicago, Illinois 60655	8/7/85 51st and Western Avenue	\$150.00
Joseph Kail 5455 North Sheridan Road Chicago, Illinois 60640	6/25/86 1732 Catalpa	269.27
State Farm/Joe Burnett Cl. 13 5010 874 9335 South Kedzie Avenue Evergreen Park, Illinois 60642	2/7/86 103rd and Cottage Grove Avenue	665.10
John R. Gibbons 2746 East 130th Street Chicago, Illinois 60633	6/14/86 305 East Garfield Boulevard	316.07
Stacy Lea Gianopolus 3798 West 76th Street Chicago, Illinois 60652	8/29/86 47th and LaCrosse	91.80
Allstate/Joseph Madura Cl. 120016881 P.O. Box 1089 Morton Grove, Illinois 60053	8/4/86 2434 North Magnolia	414.64
Chicago Micro Corp./ Michael Lyle 6336 North Lincoln Avenue Chicago, Illinois 60659	8/21/86 Dan Ryan Expressway and 35th Street Bridge	760.64
Joseph A. Galati 7800 West Belmont Avenue Chicago, Illinois 60634	6/26/86 Central and Diversey	404.52
Rocco Abbinante 4247 Keeler Avenue Chicago, Illinois 60641	3/30/84 South Kostner Avenue	247.80
Thomas M. Duffy 200 East Chestnut Street, 401 Chicago, Illinois 60611	7/28/86 200 East Pearson Street	50.88

Name and Address	Date and Location	Amount
Allstate/Francisco and Josie Navarro, Cl. 252 049030 7 FSZ P.O. Box 1089 Morton Grove, Illinois 60053	7/3/86 2401 West 56th Street	\$241.81
Allstate/Dayle Fortino Cl. 1230003871 P.O. Box 1089 Morton Grove, Illinois 60053	7/21/86 Webster and Kenmore Avenue	1,117.95
Mike Shapiro Frozen Foods 1200 West Randolph Street Chicago, Illinois 60607	8/1/86 710 North Hoyne Avenue	1,500.00

Damage To Property.

*Department Of Streets And Sanitation:
Account No. 100-99-2005-0934-0934.*

Name and Address	Date and Location	Amount
Charles D. Thomas 2943 West 81st Street Chicago, Illinois 60652	7/9/86 2943 West 81st Street	\$385.00

Damage To Vehicle.

*Department Of Streets And Sanitation (Bureau Of Electricity):
Account No. 100-99-2005-0934-0934.*

Name and Address	Date and Location	Amount
Urej Kasbartan 6225 North Claremont Avenue Chicago, Illinois 60659	6/19/86 5033 North Ashland Avenue	\$610.00

Damage To Property.

*Department Of Streets And Sanitation (Bureau Of Forestry):
Account No. 100-99-2005-0934-0934.*

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Name and Address	Date and Location	Amount
State Farm/Sandra Wirtz 160 Industrial Drive Elmhurst, Illinois 60126	3/7/86 3633 North Richmond Street	\$1,269.25
Frank Simmons 847 North Massasoit Avenue Chicago, Illinois 60651	6/6/86 847 North Massasoit Avenue	485.00
Cloteal G. Thompson 145 North Long Avenue Chicago, Illinois 60644	3/4/85 145 North Long Avenue	400.00

*Damage To Property.**Department Of Police: Account No. 100-99-2005-0934-0934.*

Name and Address	Date and Location	Amount
Carol A. Jakstavich 6808 South Kolin Avenue Chicago, Illinois 60629	11/30/85 26th and Oakley	\$850.00
Phileugene R. Benning 537 Castle Court Bolingbrook, Illinois 60439	4/16/86 5135 South Kenwood Avenue	375.00

*Damage To Vehicles.**Department Of Police: Account No. 100-99-2005-0934-0934.*

Name and Address	Date and Location	Amount
Mary Ann Drumstra 2353 South Homan Avenue Chicago, Illinois 60623	5/17/86 4226 West 26th Street	\$316.55
Mary E. Byron 2006 Suburban Estates DeKalb, Illinois 60115	6/7/86 1235 North State Street	65.00

Name and Address	Date and Location	Amount
Suzanne F. Kulasek 1121 West Washington Oak Park, Illinois 60302	1/24/86 Pearson and Michigan Avenue	\$140.00
Dahlia Lapidot 155 Pinehurst Drive Springfield, Illinois 62704	8/23/86 City Pound C	140.97
Mary C. Spicer 1219 West Rosemont Avenue Chicago, Illinois 60660	8/13/86 29 West Division Street	258.67
David J. Shields 1528 West Pratt Boulevard, 402 Chicago, Illinois 60626	8/22/86 Farwell and Clark Street	443.51
Cynthia A. Celske 2656 West Fitch, 3W Chicago, Illinois 60645	7/24/86 Division and State Street	250.50
Wail A. Ziyad 6701 West 91st Place Oak Lawn, Illinois 60453	4/11/86 Homan and 5th Avenue	1,400.90
Maxine E. Whaley 4236 South Calumet Avenue Chicago, Illinois 60653	6/12/86 1537 West Roosevelt Road	608.75
Michael O. Burge 508 Elm Street Griffith, Indiana 46319	8/10/86 East Chicago Avenue	73.02
Shelia G. Pechter 655 West Irving Park Road, 4506 Chicago, Illinois 60613	8/9/86 Chicago and Fairbanks	593.38
Cherian K. Paily 6525 North Sacramento Avenue Chicago, Illinois 60645	9/12/86 239 East Ontario Street	612.12
Samuel P. Freeberg 420 West Melrose Street Chicago, Illinois 60657	8/21/86 Melrose and Broadway	100.00

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Name and Address	Date and Location	Amount
Anthony R. Jacobs 1360 Sandburg Terrace, 301C Chicago, Illinois 60610	8/4/86 Hubbard and Wabash	\$514.14
Leo Berkowitz 2511 Rubyvale Avenue University Heights, Ohio 44118	2/12/85 Michigan and Wacker	155.00
Theodora Lyles 1960 State Street Calumet City, Illinois 60409	6/4/84 12428 South Wallace Street	760.00

*Damage To Vehicle.**Department Of Sewers: Account No. 100 99-2005-0934-0934.*

Name and Address	Date and Location	Amount
Ljiljana Metzger 4865 North Washtenaw Avenue Chicago, Illinois 60625	7/17/86 2550 West Berwyn Avenue	\$1,500.00

*Various Permit Refunds.**Department Of Inspectional Services: Account
No. 100-99-2005-0934-0934.*

Name and Address	Permit Number	Amount
Sears Elect. Contr., Inc. 3349 West Main Street Skokie, Illinois 60076	616105-8	\$27.50
Sharp Garage Co. 6280 North Cicero Avenue Chicago, Illinois 60646	661731	68.00
Sharp Garage Co. 6280 North Cicero Avenue Chicago, Illinois 60646	661097	68.00

Name and Address	Permit Number	Amount
Sharp Garage Co. 6280 North Cicero Avenue Chicago, Illinois 60646	667163	\$67.00
A&S Electric Co. 4035 West Argyle Street Chicago, Illinois 60630	635177-8	54.25
A&S Electric Co. 4035 West Argyle Street Chicago, Illinois 60630	634230-3	169.75
Electric Service Corps. P.O. Box 50348 Chicago, Illinois 60650	640298-8	30.00
Dow Electric Constr. 4652 North Avers Avenue Chicago, Illinois 60625	647526-7, 644231-9, 644230-2	101.00
Nu-Lite Electric Co. 4564 North Anthon Avenue Chicago, Illinois 60656	654585-6	16.00
Nu-Lite Electric Co. 4564 North Anthon Avenue Chicago, Illinois 60656	654446-6	300.00

Various License Refunds.

Department Of Finance: Account No. 100-99-2005-0934-0934.

Name and Address	License Number	Amount
Ruby Ashton 9533 South Constance Avenue Chicago, Illinois 60617	271	\$150.00

; 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. 200-99- 2005-0934-0934:

Name and Address	Location	Amount
Ethel McDonald 2922 West 38th Street Chicago, Illinois 60632	4/19/85--6/18/85 2922 West 38th Street	\$432.26

SUNDRY CLAIMS AUTHORIZED FOR CONDOMINIUM
REFUSE REBATES.

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, January 16, 1987.

To the President and Members of the City Council:

Your Committee on Claims and Liabilities, to which were referred, 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) WALLACE DAVIS, JR.,
Chairman.

On motion of Alderman W. Davis, the said proposed order 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

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 printed on pages 38731 through 38734
of this Journal.]

Do Not Pass -- SUNDRY CLAIMS FOR VARIOUS REFUNDS
FOR VEHICULAR DAMAGE, PROPERTY DAMAGE,
PERSONAL INJURY, ETC.

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, January 16, 1987.

To the President and Members of the City Council:

Your Committee on Claims and Liabilities to which were referred on March 27, 1986 and subsequent claims as follows:

March 27, 1986	Joseph B. Hill
June 8, 1986	Edward Thompson
July 6, 1986	Mary Szlachta
July 25, 1986	Michael Rosenblat
April 27, 1984	Imogene Johnson

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 vote of the members of the committee.

Respectfully submitted,
(Signed) WALLACE DAVIS, JR.,
Chairman.

On motion of Alderman W. Davis, 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 49.

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CITY OF CHICAGO
COMMITTEE ON ORDINANCES AND FINANCIALITY
REFUGEE RATE (COUNCIL ORDERS) - PASSED

MEETING DATE 1/16/87

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF RATE	***** SPONSOR *****	
ADDISON COURT CONDO ASSOC.	20	SEMI-ANNUAL	140.00	BERNARD J. HANSEN	44
ASTOR TERRACE CONDOMINIUM	52	SEMI-ANNUAL	1,354.50	MARTIN J. BERKMAN	43
ASTOR TOWERS CONDO. ASSOC.	75	ANNUAL	2,260.00	MARTIN J. BERKMAN	43
BANDURY HILL CONDO ASSOC.	43	SEMI-ANNUAL	216.00	ROMAN FUCINSKI	41
BIRCH TREE MANOR II	10	SEMI-ANNUAL	450.00	ROMAN FUCINSKI	41
BIRCH TREE MANOR CONDO ASSOC.	16	SEMI-ANNUAL	510.00	ROMAN FUCINSKI	41
BRYN MAWR CONDOMINIUM ASSOC.	6	SEMI-ANNUAL	225.00	MARTIN K. VOLINI	48
CAMERON COURT CONDO. ASSN.	10	SEMI-ANNUAL	522.00	GERALD M. McLAUGHLIN	45
CORNELL VILLAGE TOWER CONDO.	148	SEMI-ANNUAL	2,790.00	TIMOTHY C. EVANS	04
CORNELL VILLAGE TOWNHOUSE	10	SEMI-ANNUAL	675.00	TIMOTHY C. EVANS	04
CORNERSTONE CONDO. ASSOC.	6	SEMI-ANNUAL	225.00	EUGENE C. SCHULICK	47
CRESTWOOD TERRACE CONDO ASSOC.	24	SEMI-ANNUAL	600.00	ROMAN FUCINSKI	41
EAST VIEW PARK CONDO. ASSN.	110	SEMI-ANNUAL	2,790.00	LAWRENCE S. BLUM	05
EDGEWOOD MANOR II	11	SEMI-ANNUAL	294.25	ROMAN FUCINSKI	41
EDISON PARK VILLAGE CONDO.	9	SEMI-ANNUAL	162.00	ROMAN FUCINSKI	41
EDMUNDS STREET CONDO ASSOC.	8	SEMI-ANNUAL	300.00	GERALD M. McLAUGHLIN	45
ELIOT HOUSE CONDOMINIUM ASSN.	324	SEMI-ANNUAL	4,710.00	BURTON F. NATANUS	42
EVERETT CONDO ASSOC.	15	ANNUAL	1,125.00	LAWRENCE S. BLUM	05
FOREST TOWERS II	39	SEMI-ANNUAL	870.00	ROMAN FUCINSKI	41
FOSTER CONDO ASSOCIATION	20	ANNUAL	1,360.00	ROMAN FUCINSKI	41
FOSTER CONDOMINIUM ASSOCIATION	6	SEMI-ANNUAL	225.00	PATRICK J. O'CONNOR	40
FRIENDLY VILLAGE 13 CONDO	12	SEMI-ANNUAL	426.00	ROMAN FUCINSKI	41
FRIENDLY VILLAGE 14 CONDO	10	SEMI-ANNUAL	430.00	ROMAN FUCINSKI	41
GREENLEAF APT. BLDG. CORP.	37	SEMI-ANNUAL	406.00	DAVID D. ORK	49
GREENLEAF BEACH CONDO. CORP.	24	ANNUAL	1,029.47	DAVID D. ORK	49
GREENWOOD WEST CO-OPERATIVE	36	SEMI-ANNUAL	648.00	CLIFFORD P. KELLEY	20
GREGORY COURT CONDOMINIUM ASSN.	36	SEMI-ANNUAL	845.00	ROMAN FUCINSKI	41
HEATHER TERRACE CONDO. ASSN.	22	SEMI-ANNUAL	622.00	THOMAS W. COLBERTON	38
HERMITAGE MANOR COOPERATIVE	138	SEMI-ANNUAL	4,050.00	WALLACE DAVIS JR.	27
HIGH RIDGE CONDOMINIUM ASSN.	12	SEMI-ANNUAL	260.00	BERNARD L. STONE	50
HOLLYWOOD TERRACE CONDO. ASSN.	50	SEMI-ANNUAL	225.00	MARTIN K. VOLINI	48
HOME COURT CONDOMINIUM ASSN.	17	SEMI-ANNUAL	345.00	MARTIN J. BERKMAN	43
JARVIS COURT CONDO ASSN.	22	SEMI-ANNUAL	487.00	DAVID D. ORK	49
JEFFERSON SQUARE CONDO ASSN.	21	SEMI-ANNUAL	787.50	GERALD M. McLAUGHLIN	45
JEFFERSONIAN CONDOMINIUM ASSOC.	12	SEMI-ANNUAL	277.00	GERALD M. McLAUGHLIN	45
KATHLEEN CONDOMINIUM	2	SEMI-ANNUAL	228.00	ROMAN FUCINSKI	41
KEELER ARMS	9	SEMI-ANNUAL	312.00	GERALD M. McLAUGHLIN	45
KEYSTONE MANOR CONDOMINIUM	10	SEMI-ANNUAL	524.00	GERALD M. McLAUGHLIN	45
L'AMANT CONDOMINIUM ASSOC.	27	SEMI-ANNUAL	725.00	ROMAN FUCINSKI	41
LAMAT COURTS ASSOCIATION	10	SEMI-ANNUAL	450.00	GERALD M. McLAUGHLIN	45
LEXINGTON HOUSE CONDO	11	SEMI-ANNUAL	376.50	ROMAN FUCINSKI	41
MAGNOLIA TOWN HOME ASSOC.	8	ANNUAL	600.00	MARTIN J. BERKMAN	43
MARTINA TOWERS CONDO ASSOC.	874	SEMI-ANNUAL	15,534.40	BURTON F. NATANUS	42
MASON TERRACE CONDOMINIUM	10	SEMI-ANNUAL	606.00	GERALD M. McLAUGHLIN	45
MAUSARD HOUSE CONDOMINIUM	24	SEMI-ANNUAL	722.00	ROMAN FUCINSKI	41

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 1/16/87

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELECTRIC UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
MILWAUKEE COURTS CONDO ASSN.	18	SEMI-ANNUAL	514.00	GERALD M. McLAUGHLIN	45
MILWAUKEE NORTH CONDO ASSOC.	20	SEMI-ANNUAL	750.00	ROMAN FUCINSKI	41
NORTHWEST POINT CONDO ASSOC.	42	SEMI-ANNUAL	966.00	ROMAN FUCINSKI	41
NORTHWEST TERRACE CONDO, LLC	28	SEMI-ANNUAL	756.00	ROMAN FUCINSKI	41
OLMSTED CONDOMINIUM ASSOC.	7	SEMI-ANNUAL	310.50	ROMAN FUCINSKI	41
ORLANDS CONDO ASSN.	63	SEMI-ANNUAL	1,080.00	GERALD M. McLAUGHLIN	45
PARK LAWRENCE CONDO. ASSOC.	14	ANNUAL	735.77	GERALD M. McLAUGHLIN	45
PARK PLACE CONDO NO. 1	12	ANNUAL	408.00	ROBERT T. KELLAN	10
PARK TOWER CONDO. ASSOCIATION	720	SEMI-ANNUAL	10,280.40	MARTON K. VULINI	40
PARK VIEW CONDO WEST INC.	30	SEMI-ANNUAL	701.50	ROMAN FUCINSKI	41
PARKWAY CONDOMINIUM ASSOC.	18	SEMI-ANNUAL	630.00	DAVID D. ORR	42
PARKWAY FIELD CONDO ASSOC.	50	SEMI-ANNUAL	1,030.70	ROMAN FUCINSKI	41
PARKWAY TERRACE CONDO ASSOC.	20	SEMI-ANNUAL	375.00	EUGENE C. SCHULTER	47
PARTIAL EAST CONDOMINIUM	50	SEMI-ANNUAL	1,375.00	ROMAN FUCINSKI	41
PARTIAL COMMONS CONDO. ASSN.	100	SEMI-ANNUAL	3,140.00	ROMAN FUCINSKI	41
PARTIAL SOUTH CONDO - BOARD OF SILENT COOPERATIVE	24	SEMI-ANNUAL	1,234.75	GERALD M. McLAUGHLIN	45
SEMI-ANNUAL	20	SEMI-ANNUAL	505.00	EUGENE C. SCHULTER	47
STRAITFORD HOUSE-ON-THE LAKE	40	SEMI-ANNUAL	1,164.00	DAVID D. ORR	42
STREETSVILLE CENTER CONDO	141	SEMI-ANNUAL	1,759.92	BURTON F. NATARUS	42
THE HARMON GREEN CONDO ASSN.	206	SEMI-ANNUAL	1,500.00	MARTIN J. OBERMAN	43
THE HARBORVIEW CONDO ASSN.	83	ANNUAL	2,304.00	TIMOTHY C. EVANS	04
THE PLAZA ON DEWITT CONDO ASSN.	402	SEMI-ANNUAL	6,435.00	BURTON F. NATARUS	42
THE STATESMAN CONDOMINIUM ASSN.	50	SEMI-ANNUAL	2,100.00	MARTON K. VULINI	40
TWO TWENTY-THREE EAST DELAWARE	19	SEMI-ANNUAL	375.00	BURTON F. NATARUS	42
VANDERBILTWOOD CONDO ASSOC.	24	ANNUAL	720.00	MICHAEL T. SUGARMAN	19
WILLIAMSTOWN CONDOMINIUM	18	SEMI-ANNUAL	474.00	ROMAN FUCINSKI	41
WILLOW GLEN CONDO ASSOC.	39	ANNUAL	1,452.00	MARTON K. VULINI	40
WINDY LAKE CONDO ASSOCIATION	40	SEMI-ANNUAL	1,329.00	GERALD M. McLAUGHLIN	45
WINDSOR HOUSE CONDO. ASSN.	70	SEMI-ANNUAL	679.00	GERALD M. McLAUGHLIN	45
WINDSOR-LONG CONDO ASSOC.	12	SEMI-ANNUAL	450.00	GERALD M. McLAUGHLIN	45
WINSTON TOWERS I ASSOCIATION	194	SEMI-ANNUAL	2,640.00	BERNARD L. STONE	50
WINSTON TOWERS NO. 4 ASSN.	251	SEMI-ANNUAL	2,150.00	BERNARD L. STONE	50
WRIGHTWOOD CONDO. ASSOC.	12	ANNUAL	1,308.00	MARTIN J. OBERMAN	43
1212 LAKE SHORE DRIVE CONDO.	100	SEMI-ANNUAL	3,540.00	BURTON F. NATARUS	42
1234-40 W. FARWELL CONDOMINIUM	12	SEMI-ANNUAL	360.00	DAVID D. ORR	42
1242 LAKE SHORE DRIVE CONDO.	35	SEMI-ANNUAL	1,312.50	BURTON F. NATARUS	42
1330 PARK CONDOMINIUM ASSN.	24	SEMI-ANNUAL	480.00	DAVID D. ORR	42
1720-22 WESTES HOMECOMERS	8	ANNUAL	600.00	DAVID D. ORR	42
1950 W. LAGO CONDO ASSN.	6	SEMI-ANNUAL	225.00	DAVID D. ORR	42
1952 RICHMOND CONDO ASSOC.	8	ANNUAL	600.00	DAVID D. ORR	42
2000-02 N. HOME HOMECOMERS	6	ANNUAL	450.00	MARTIN J. OBERMAN	43
201 EAST WALTON CONDO. ASSOC.	220	SEMI-ANNUAL	3,234.00	BURTON F. NATARUS	42
2042 W. ARTHUR CONDO ASSOC.	7	SEMI-ANNUAL	262.50	BERNARD L. STONE	50
2333 N. GENOVA TERRACE CONDO	20	SEMI-ANNUAL	750.00	MARTIN J. OBERMAN	43
257 EAST DELAWARE CONDO.	30	SEMI-ANNUAL	576.00	BURTON F. NATARUS	42

1/16/87

REPORTS OF COMMITTEES

38733

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REbate COUNCIL ORDERS--PASSED

MEETING DATE 1/16/87

CONDOMINIUM/ COOPERATIVE NAME	NO. OF FUGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
2601 W. FOSTER AVENUE CONDO.	7	ANNUAL	525.00	PATRICK J. O'CONNOR	40
3700 40 N. LAKE SHORE DRIVE	52	SEMI-ANNUAL	1,320.00	JEROME M. ORSACH	46
4026 NORTH KENMORE CONDO. ASSN.	6	SEMI-ANNUAL	225.00	MARION K. VOLINI	48
510 W. FULLERTON CONDO. ASSOC.	40	ANNUAL	140.00	MARTIN J. UHLERMAN	43
5223 CONDOMINIUM ASSOCIATION	9	SEMI-ANNUAL	264.00	ROMAN PUCINSKI	41
5312-14 WINDSOR CONDO ASSOC.	2	SEMI-ANNUAL	310.00	GERALD M. McLAUGHLIN	45
5510 WOODLAWN CONDO.	21	ANNUAL	1,250.00	LAWRENCE S. BLOOM	05
6240-50 N. WASHINGTON CONDO.	6	SEMI-ANNUAL	225.00	BERNARD L. STONE	50
6361 N. PAULINA CONDO ASSN.	8	SEMI-ANNUAL	240.00	BERNARD L. STONE	50
6490 REGENCY CONDO ASSOC	30	SEMI-ANNUAL	972.00	ROMAN PUCINSKI	41
6816 N. RIDGE CONDO ASSOC	10	SEMI-ANNUAL	375.00	BERNARD L. STONE	50
6831 NORTHWEST HIGHWAY ASSN.	6	SEMI-ANNUAL	180.00	ROMAN PUCINSKI	41
6853-55 N. OLSTED CONDO., INC	9	SEMI-ANNUAL	289.50	ROMAN PUCINSKI	41
7400 SHERIDAN CONDO ASSOC.	11	ANNUAL	795.00	DAVID D. ORR	49
7516 RIDGE BUILDING CORP.	6	ANNUAL	264.00	BERNARD L. STONE	50
7522 122-RIDGE BLDG CO-OP	6	ANNUAL	264.00	BERNARD L. STONE	50
8220-26 S. JEFFERY CONDO.	11	ANNUAL	770.00	MARTIN HUMES	00
999 LAKE SHORE DRIVE CORP	10	SEMI-ANNUAL	675.00	BURTON F. NATARUS	42

38734

JOURNAL--CITY COUNCIL--CHICAGO

1/16/87

REPORT TIME : 11:04:11
PROGRAM : BKRD77COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 1/16/87

CONDOMINIUM/
COOPERATIVE
NAMENO. OF
ELECTRIC
UNITS TYPEAMOUNT OF
REBATE

***** SPONSOR *****

** GRAND TOTAL AMOUNT **

131,218.32

** GRAND TOTAL NUMBER ** 108

(Continued from page 38730)

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 COMMITTEES, RULES AND APPOINTMENTS.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 27 CONCERNING PUBLIC-PRIVATE TOWING.

The Committee on Committees, Rules and Appointments submitted the following report:

CHICAGO, January 16, 1987.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Municipal Code Revision to which was referred an ordinance amending Chapter 27 of the Municipal Code of Chicago by inserting a new section therein concerning public-private towing having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Refer* the proposed ordinance transmitted herewith to the Committee on Traffic and Public Safety.

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

Respectfully submitted,
(Signed) CLIFFORD P. KELLEY,
Chairman.

On motion of Alderman Kelley, the committee's recommendation was *Concurred In* and said proposed ordinance was *Referred to the Committee on Traffic Control and Safety* 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 135
CONCERNING SALE OF SPRAY PAINT OR NON-WATER
SOLUBLE MARKING PENS.

The Committee on Committees, Rules and Appointments submitted the following report:

CHICAGO, January 16, 1987.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Municipal Code Revision to which was referred an ordinance amending Chapter 135 of the Municipal Code of Chicago by adding a new section concerning the sale of non-water soluble marking pens to any person under the age of 18 years, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Refer* the proposed ordinance transmitted herewith to the Committee on Human Rights and Consumer Protection.

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

Respectfully submitted,
(Signed) CLIFFORD P. KELLEY,
Chairman.

On motion of Alderman Kelley, the committee's recommendation was *Concurred In* and said proposed ordinance was *Referred to the Committee on Human Rights and Consumer Protection* 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 34
CONCERNING ADVERTISING BENCHES.

The Committee on Committees, Rules and Appointments submitted the following report:

CHICAGO, January 16, 1987.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Municipal Code Revision to which was referred an ordinance concerning an amendment to Chapter 34 of the Municipal Code of Chicago, Advertising Benches, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Refer* the proposed ordinance transmitted herewith to the Committee on Local Industries, Streets and Alleys.

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

Respectfully submitted,
(Signed) CLIFFORD P. KELLEY,
Chairman.

On motion of Alderman Kelley, the committee's recommendation was *Concurred In* and said proposed ordinance was *Referred to the Committee on Streets and Alleys* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

Referred -- AMENDMENT TO CITY'S EMPLOYEE BENEFITS AND
COMPENSATION PLAN.

The Committee on Committees, Rules and Appointments submitted the following report:

CHICAGO, January 16, 1987.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Municipal Code Revision to which was referred a resolution concerning the Employee Benefits and Compensation Plan for City employees amended on September 8, 1986, having had the same under advisement, begs

leave to report and recommend that Your Honorable Body *Refer* the proposed resolution transmitted herewith to the Committee on the Budget.

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

Respectfully submitted,
(Signed) CLIFFORD P. KELLEY,
Chairman.

On motion of Alderman Kelley, the committee's recommendation was *Concurred In* and said proposed resolution was *Referred to the Committee on the Budget* 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

Action Deferred -- NOTIFICATION OF ELIMINATED VOTERS
ON ELECTION ROLLS TO BE GIVEN TO
REGISTRATION OFFICIALS.

The Committee on Committees, Rules and Appointments submitted the following report:

CHICAGO, January 16, 1987.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Municipal Code Revision to which was referred a resolution memorializing the Board of Election Commissioners to notify registration officials in each ward when voters are dropped from the election rolls having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed resolution transmitted herewith.

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

Respectfully submitted,
(Signed) CLIFFORD P. KELLEY,
Chairman.

Alderman McLaughlin moved to *Amend* the said proposed resolution by adding the word "Aldermen" after the word "Committeemen" in the resolve clause. The motion to amend *Prevailed*.

Thereupon, Alderman Burke and Alderman Krystyniak *Deferred* and ordered published the said proposed amended resolution.

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

WHEREAS, Notices To Show Why Voter Registration Should Not Be Cancelled are regularly sent to listed voters in each precinct whenever canvassers have not been able to verify registered addresses; and

WHEREAS, Said Notices are delivered by the Board of Election Commissioners for the City of Chicago pursuant to the requirements of law; each requires an immediate response from the person named on each Notice, so that such person may, legally and without question, maintain his or her right to vote from the subject address at the subsequent elections; and

WHEREAS, Often, through failure of receipt or through lack of understanding by voters, these Notices may not be returned in time by persons who are legal residents at the questioned address and are entitled to vote from there, and therefore these voters must necessarily be denied their voting rights either through their own misunderstanding or through mail misdirection; and

WHEREAS, Each Ward of our great City has Committeepersons and other Voter Registration officials who could, if properly notified, eliminate the problems caused by lack of response to such Notices delivered pursuant to law by the Board of Election Commissioners; now, therefore,

Be It Resolved, That the Board of Election Commissioners for the City of Chicago is hereby memorialized to notify Committeemen, Aldermen, Committeewomen and all Voter Registration officials and groups within each of Chicago's 50 Wards of all Notices To Show Cause Why Voter Registration Should Not Be Cancelled issued within that Ward, to the end that all legal residents might be sought out and informed of their responsibility to fill out and return said Notice immediately to said Board.

COMMITTEE ON ECONOMIC DEVELOPMENT.

AUTHORITY GRANTED FOR REAL ESTATE TAX INCENTIVES FOR
PROPERTY LOCATED AT 2626 NORTH CLYBOURN AVENUE
PURSUANT TO COOK COUNTY REAL PROPERTY
CLASSIFICATION ORDINANCE.

The Committee on Economic Development submitted the following report:

CHICAGO, January 16, 1987.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a resolution introduced by Alderman Richard Mell (33rd) authorizing real estate tax incentives to Roy Houff & Company on the real estate located at 2626 North Clybourn Avenue (Permanent Index No. 14-30-403-008) pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Pass* said resolution.

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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, On June 20, 1985, Roy Houff purchased the property commonly known as 2626 North Clybourn (hereinafter referred to as the "subject property"), Chicago, Illinois for a total \$250,000 with the expectation that said property would be eligible for Class 6b incentives pursuant to the Cook County Real Property Classification Ordinance, as amended October 1, 1984; and

WHEREAS, The Permanent Index Number for subject property are 14-30-403- 008, 009 and 010; and

WHEREAS, The subject property was designated as being in an Enterprise Zone (Enterprise Zone IV); and

WHEREAS, Roy Houff has received from the Office of the Assessor acknowledgement of receipt of a "Pre-eligibility Application" for Class 6b classification under the Cook County Real Property Assessment Classification Ordinance, adopted by the County Board of Commissioners on October 1, 1984; and

WHEREAS, The building located on the subject property, including approximately 41,200 square feet, has been vacant since long prior to June 20, 1983; and

WHEREAS, (Tenants) Roy Houff & Company and Albert F. Amling Company have occupied the building since on or after June 20, 1980, as well as having expended sums in the reoccupation/rehabilitation effort; and

WHEREAS, The business of (Tenants) Roy Houff & Company, and Albert F. Amling Company (subtenant) are primarily manufacturing, and industrial warehousing; and

WHEREAS, There is both substantial rehabilitation ongoing and planned and there is also substantial reoccupancy of an "abandoned property"; and

WHEREAS, The use of the subject property will provide significant present and future temporary and permanent employment opportunities for the City of Chicago and more specifically the area in which the property is located; and

WHEREAS, Notwithstanding the Class 6b status of the subject property, the reoccupancy of the subject property by (tenants) Roy Houff & Company and Albert F. Amling Company will generate significant new revenues to the City and the area in which the property is located in the form of additional real estate and other tax revenues; now, therefore,

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

SECTION 1. The subject property is appropriate for Class 6b incentive benefits pursuant to the Cook County Real Property Assessment Classification Ordinance as amended October 1, 1984.

AUTHORITY GRANTED FOR REAL ESTATE TAX INCENTIVES
FOR PROPERTY LOCATED AT 1525 WEST HOMER
STREET PURSUANT TO COOK COUNTY REAL
PROPERTY CLASSIFICATION
6 (b) ORDINANCE.

The Committee on Economic Development submitted the following report:

CHICAGO, January 16, 1987.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a resolution introduced by Alderman Theris Gabinski (32nd) authorizing real estate tax incentives to Leonard T. Fript and his company, Supreme Frame and Molding Inc., on the real estate located at 1525 West Homer Street in Chicago (Permanent Index No. 14-32-119-007) pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Pass* said resolution.

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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, On November 12, 1986, Leonard T. Fript purchased the property commonly known as 1525 West Homer Street (hereinafter referred to as the "subject property"), Chicago, Illinois for a total purchase price of \$223,000 with the expectation that said property would be eligible for Class 6b incentives pursuant to the Cook County Real Property Classification Ordinance, as amended October 1, 1984; and

WHEREAS, The Permanent Index Number for the subject property is 14-32- 119-007; and

WHEREAS, The subject property was designated as being in an Enterprise Zone (Enterprise Zone IV); and

WHEREAS, Leonard F. Amari, as attorney for Leonard T. Fript has received from the Office of the Assessor acknowledgment of receipt of a "Pre-eligibility Application" for Class 6b Classification under the Cook County Real Property Assessment Classification Ordinance, adopted by the County Board of Commissioners on October 1, 1984; and

WHEREAS, The building located on the subject property, including approximately 27,500 square feet, has been vacant since well before November 12, 1984; and

WHEREAS, Leonard T. Fript and his company Supreme Frame & Molding, Inc. has occupied the building since on or about December 5, 1986, as well as having expended sums in the reoccupation/rehabilitation effort; and

WHEREAS, The business of Supreme Frame & Molding, Inc., is primarily manufacturing, being the manufacturer of picture frames; and

WHEREAS, There is both substantial rehabilitation ongoing and planned and there is also substantial reoccupancy of an "abandoned property"; and

WHEREAS, The use of the subject property will provide significant present and future temporary and permanent employment opportunities for the City of Chicago and more specifically the area in which the property is located; and

WHEREAS, Notwithstanding the Class 6b status of the subject property, the reoccupancy of the subject property by Supreme Frame & Molding, Inc. will generate significant new revenues to the City and the area in which the property is located in the form of additional real estate and other tax revenues; now, therefore,

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

SECTION 1. The subject property is appropriate for Class 6b incentive benefits pursuant to the Cook County Real Property Assessment Classification Ordinance as amended October 1, 1984.

COMMITTEE ON HOUSING.

APPROVAL OF AMENDMENT NO. 5 TO CHICAGO-ORLEANS REDEVELOPMENT PLAN.

The Committee on Housing submitted the following report:

CHICAGO, January 13, 1987.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on December 10, 1986) authorizing the Mayor to approve and authorize:

A proposed ordinance transmitted with a communication signed by Mayor Harold Washington, approving Amendment No. 5 to the Chicago-Orleans Redevelopment Plan, which would provide for a change in land use for the area bounded by W. Institute Place, N. Wells Street, W. Chicago Avenue and N. Franklin Street from

"institutional" and "commercial light industrial and/or institutional" to "commercial" and the area bounded by W. Walton Street, N. LaSalle Street, W. Chestnut Street and N. Wells Street from "commercial, light industrial and/or institutional" to "institutional." The former area includes Disposition Parcel C-1, a two-story structure on a 2,000 square foot lot.

We recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

On motion of Alderman Bloom, 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Urban Renewal and the City Council heretofore approved the Chicago-Orleans Redevelopment Plan; and

WHEREAS, The Department of Urban Renewal Board, by Resolution No. 86- DUR-67 adopted on October 21, 1986, approved Plan Amendment No. 5 to said Plan, which Amendment is attached hereto and incorporated in this Ordinance; and

WHEREAS, Said Amendment will change the land use of this site and the surrounding area, bounded by West Institute Place, North Wells Street, West Chicago Avenue and North Franklin Street from Institutional and Commercial, Light Industrial and/or Institutional to Commercial use; and

WHEREAS, Said Amendment also changes the land use of the area bounded by West Walton Street, North LaSalle Street, West Chestnut Street and North Wells Street from

Commercial, Light Industrial and/or Institutional uses to Institutional use to bring the Redevelopment Plan into conformance with existing land use. This area is privately owned by the Moody Bible Institute and is substantially developed as part of their existing campus; and

WHEREAS, Said amendment also broadens the definition of commercial use as currently stated in the Redevelopment Plan to allow for business retail and service uses equivalent to that allowed in the underlying C2-4 zoning district; and

WHEREAS, The City Council has reviewed the foregoing submittal, and it is the sense of the City Council that said Plan Amendment No. 5 together with the Plan, as amended, constitutes a Redevelopment Plan within the meaning of the Urban Renewal Consolidation Act of 1961, and that the Plan, as amended, is in accord with the modern principles of urban planning and within the general recommendations of the Chicago Plan Commission for the area covered thereby, and the City Council desires to evidence its approval of the Plan, as amended; now, therefore,

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

SECTION 1. That Amendment No. 5 to the Chicago-Orleans Redevelopment Plan as amended, dated October, 1986, incorporated herein by reference, having been duly considered, is hereby approved.

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

AUTHORITY GRANTED FOR DESIGNATION OF
CANAL-TAYLOR AS BLIGHTED
COMMERCIAL AREA.

The Committee on Housing submitted the following report:

CHICAGO, January 13, 1987.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on December 10, 1986) authorizing the Mayor to approve and authorize:

A proposed ordinance transmitted with a communication signed by Mayor Harold Washington, approving the Designation of the Canal-Taylor Blighted Commercial Area.

We recommend that Your Honorable Body Pass the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

On motion of Alderman Bloom, 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Section 15.1 of the Municipal Code of the City of Chicago, hereinafter referred to as the "Code", authorized the Commercial District Development Commission, hereinafter referred to as the "Commission", to designate an area within the City of Chicago as a Blighted Commercial Area; and

WHEREAS, The staff of the Department of Economic Development, has conducted investigations, studies and surveys of the Canal-Taylor Area and has presented the results of said investigations, studies and surveys to the Commission; and

WHEREAS, The results of the above investigations, studies and surveys show that the Canal-Taylor Area is eligible as a Blighted Commercial Area as defined in Section 15.1-1(d) of the said Code; and

WHEREAS, The Commission designated the Canal-Taylor Area as a Blighted Commercial Area by Resolution N. 86-CDDC-19 on November 18, 1986; and

WHEREAS, The Chairman of the Commission has delivered a certified copy of said Resolution to the Council in accordance with Section 15.1 of the Municipal Code of Chicago; and

WHEREAS, The City Council of the City of Chicago has studied the Resolution of the Commission and wishes to express its approval of the Designation of the Canal-Taylor Area as a Blighted Commercial Area; now, therefore,

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

SECTION 1. Having been advised that the Commercial District Development Commission, by Resolution 86-CDDC-19 dated November 18, 1986 has determined that the Area described below is a Blighted Commercial Area, said designation is hereby approved:

Beginning at the intersection of the North right-of-way line of West Roosevelt Road and the East right-of-way line of South Canal Street, thence north along said right-of-way line to the intersection with the South right-of-way line of West Polk Street; thence east along said right-of-way line to the point of intersection with the West property line of Block 21 in the Railroad Companies' Re-Subdivision of Blocks 62 to 76 inclusive, 78, parts of 61 and 77 and certain vacant streets, alleys and easements in the School Section Addition to Chicago, a portion of the East half of the Southwest quarter of Section 16, Township 39, Range 14 East of the Third Principal Meridian; thence south along said property line, then Block 24 in aforementioned Re-Subdivision same west line (excluding the vacated easement as right-of-way for West Taylor Street) to the intersection with the North right-of-way line of West Roosevelt Road; thence west along said right-of-way line to the point of beginning.

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

APPROVAL OF AMENDMENT NO. 1 TO REDEVELOPMENT
PLAN FOR 63RD-KEDZIE BLIGHTED COMMERCIAL
AREA.

The Committee on Housing submitted the following report:

CHICAGO, January 13, 1987.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor, (which was referred on December 10, 1986) authorizing the Mayor to approve and authorize:

A proposed ordinance transmitted with a communication signed by Mayor Harold Washington, approving Amendment No. 1 to the Designation Report and Amendment No. 1 to the Redevelopment Plan for the 63rd-Kedzie Blighted Commercial Area.

We recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

On motion of Alderman Bloom, 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Commercial District Development Commission hereinafter referred to as the "Commission", approved the designation of the 63rd-Kedzie Area as a Blighted Commercial Area at its regular meeting on April 15, 1986, by Resolution No. 86-CDDC-5; and

WHEREAS, The City Council of the City of Chicago, hereinafter referred to as the "Council", by ordinance dated August 28, 1986 approved the designation of the 63rd-Kedzie Area as a Blighted Commercial Area; and

WHEREAS, The Commission approved Amendment No. 1 to the Designation Report of the Blighted Commercial Area 63rd-Kedzie, hereinafter referred to as "Amendment No. 1", at its regular meeting on August 27, 1986, by Resolution No. 86-CDDC-15; and

WHEREAS, Amendment No. 1 is necessary because subsequent title searches revealed that minor changes in the legal description of the Blighted Commercial Area 63rd-Kedzie, hereinafter referred to as the "63rd-Kedzie Area", would clarify the southern boundary of the 63rd-Kedzie Area; and

WHEREAS, The changes in the legal description of the 63rd-Kedzie Area do not affect its eligibility as a Blighted Commercial Area as defined in Chapter 15.1 of the Municipal Code of Chicago; and

WHEREAS, The Chairman of the Commission has delivered a certified copy of said Resolution to the Council in accordance with Section 15.1 of the Municipal Code of Chicago; and

WHEREAS, The Council has studied Amendment No. 1 and the Resolution of the Commission and wishes to express its approval of said Amendment No. 1; now, therefore,

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

SECTION 1. Amendment No. 1 of the Designation Report for the 63rd-Kedzie Blighted Commercial Area is hereby approved.

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

**COMMITTEE ON LAND ACQUISITION,
DISPOSITION AND LEASES.**

**CONVEYANCE OF BOARD OF EDUCATION PROPERTY LOCATED
AT FIFTH AND CICERO AVENUES TO DUPAGE
WATER COMMISSION.**

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The Board of Education of the City of Chicago, at its regular meeting held September 24, 1986, by vote of not less than two-thirds of the full membership of said Board of Education, ordered that written request of the Board of Education of the City of Chicago be made on the City Council of the City of Chicago to sell to the DuPage Water Commission for and in consideration of the sum of One Hundred Ten Thousand Five Hundred Dollars (\$110,500.00) in the manner provided by statute, the vacant real estate hereinafter described; and

WHEREAS, Written request has been made by the Board of Education of the City of Chicago to sell and convey to the DuPage Water Commission, in accordance with the statute providing for the conveyance of real estate between municipal corporations, said vacant real estate hereinafter described; now, therefore,

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

SECTION 1. That the following described real estate, to wit:

That part of the Northerly 34.00 feet of the Right of Way of the Chicago, St. Charles and Mississippi Air Line Railroad (now abandoned) in Section 16, Township 39 North, Range 13 East of the Third Principal Meridian described as follows:

Beginning at the point of intersection of the East Line of South Laramie Avenue as dedicated by ordinance passed August 31, 1937 and recorded October 29, 1937 as Document Number 12075322 with the Northerly Line of the Right of Way of the aforesaid Railroad; thence South 83 Degrees 56 minutes 18 seconds East along said Northerly Line 943.86 feet to the point of intersection of the Southerly extension of the East Line of Lot 185 in School Trustees' Subdivision of the North Part of the aforesaid Section 16; thence South 1 Degree 57 minutes 13 seconds East along the Southerly extension of the East Line of said Lot 185, a distance of 34.34 feet to the Southerly Line of the Northerly 34.00 feet of the Right of Way of the Aforesaid Railroad; thence North 83 Degrees 56 minutes 18 seconds West along the

Southerly Line of the Northerly 34.00 feet of the Right of Way of said Railroad 943.84 feet to the aforesaid East Line of South Laramie Avenue; thence North 1 Degree 57 minutes 31 seconds West along said East Line 34.34 feet to the hereinabove designated point of beginning, in Cook County, Illinois, subject to lease which expires 10/31/2055

Also

That part of the Northerly 34.00 feet of the Right of Way of the Chicago, St. Charles and Mississippi Air Line Railroad (now abandoned) in Section 16, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows:

Beginning at the point of intersection of the Southerly extension of the East Line of Lot 185, in School Trustees' Subdivision of the North part of the aforesaid Section 16 with the Northerly Line of the Right of Way of the aforesaid Railroad; thence South 83 Degrees 56 minutes 18 seconds East along said Northerly line 535.18 feet to the point of intersection of the Southerly extension of the East Line of Lot 184 in said School Trustees' Subdivision; thence South 1 Degree 56 minutes 32 seconds East along the Southerly extension of the East Line of said Lot 184, a distance of 34.33 feet to the Southerly Line of the Northerly 34.00 feet of the Right of Way of the aforesaid Railroad; thence North 83 Degrees 56 minutes 18 seconds West along the Southerly Line of the Northerly 34.00 feet of the Right of Way of said Railroad, 535.17 feet to the Southerly extension of the East Line of the aforesaid Lot 185; thence North 1 Degree 57 minutes 13 seconds West along the Southerly extension of the East Line of said Lot 185 a distance of 34.34 feet to the hereinabove designated point of beginning, in Cook County, Illinois, subject to lease which expires 10/31/2055

Also

That part of the Northerly 34.00 feet of the Right of Way of the Chicago, St. Charles and Mississippi Air Line Railroad (now abandoned) in Section 16, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows:

Beginning at the South West Corner of Lot 20 in Block 2 in Mandell's Subdivision of Lots 165, 166 and 167 in School Trustees' Subdivision of the North Part of the aforesaid Section 16; thence South 83 Degrees 55 minutes 31 seconds East along the Southerly Line of Lots 20 through 1, both inclusive, in Block 2 and along the Southerly Line of Lots 24 through 10 in Block 1 and their extensions, in the aforesaid Mandell's Subdivision 1070.30 feet to the South East Corner of said Lot 10 in Block 1; thence South 1 Degree 55 minutes 11 seconds East along the Southerly extension of the East Line of said Lot in Block 1, a distance of 30.49 feet to the Southerly Line of the Northerly 34.00 feet of the Right of Way of the aforesaid Railroad; thence North 83 Degrees 56 minutes 18 seconds west along the Southerly Line of the Northerly 34.00 feet of the Right of Way of said Railroad 1070.25 feet to the Southerly extension of the West Line of the aforesaid Lot 20 in Block 2; thence North 1 Degree 56 minutes 32 seconds west along said Southerly extension 30.74 feet to the hereinabove designated point of beginning, in Cook County, Illinois

Also

The strips of land lying Southerly of the Southerly Lines of Lots 185 and 200 and Vacated Leamington Avenue between said Lots, in School Trustee's Subdivision of the North part of Section 16, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (except that part of said Lot 200 lying West of the East Line of Laramie Avenue) and lying Northerly of the Northerly Line of the Right of Way of the Old Chicago, St. Charles and Mississippi Airline Railroad Company, lying West of the East Line of said Lot 185 extended South and lying East of the East Line of Laramie Avenue extended South, in Cook County, Illinois, subject to lease which expires 10/31/2055

Also

That part of vacated West Fifth Avenue and that part of the North 34.00 feet of the Right of Way of the Old Chicago, St. Charles and Mississippi Airline Railroad Company, lying East of the East Line of Laramie Avenue extended South, and West of the West Line of Lavergne Avenue extended South, and lying Northerly of the following described line:

Commencing at a point in a Line which is parallel to the West Line of Section 16, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, said Line being 2390.32 feet East of said Section Line, measured along the Southerly Line of West Fifth Avenue, said point being 123.28 feet North of the Southerly Line of West Fifth Avenue as measured along said parallel Line; thence Southeasterly to a point on a Line parallel to the West Line of Section 16 aforesaid, said Line being 2861.58 feet East of Said Section Line, measured along the Southerly Line of vacated West Fifth Avenue, said point being 39.41 feet North of said Southerly Line as measured along aforesaid parallel Line; thence Southeasterly to a point on a Line parallel to said West Line of Section 16 aforesaid, said Line being 4069.58 feet East of said Section Line, measured along said Southerly Line of vacated West Fifth Avenue, said point being 34.57 feet North of said Southeasterly Line as measured along aforesaid parallel line; thence Southeasterly to a point on the East Line of Lavergne Avenue extended South, 5.36 feet North of said southerly Line of West Fifth Avenue, in Cook County, Illinois, subject to lease which expires 10/31/2055, which vacant real estate is not used for any school purpose, is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago.

SECTION 2. That the Mayor and the City Clerk of the City of Chicago be and they are hereby authorized and directed to execute proper deed of conveyance of said described property to the DuPage Water Commission upon the payment of said sale price of One Hundred Ten Thousand Five Hundred Dollars (\$110,500.00).

SECTION 3. That this ordinance shall be in force and effect from and after its passage and approval.

On motion of Alderman Kellam, 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, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 48.

Nays -- None.

COMMISSIONER OF PUBLIC WORKS AUTHORIZED TO NEGOTIATE
PURCHASE OF SPECIFIED PROPERTIES REQUIRED
FOR CERTAIN ROAD IMPROVEMENT
PROJECTS.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Commissioner of Public Works to negotiate for the purchase of properties at sundry locations which are required for road improvement projects.

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, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 48.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The City of Chicago is going to resurface and rebuild the intersections of West Belmont Avenue and North California Avenue and West Irving Park Road and North Kimball Avenue which will include throat widening and channelization; and

WHEREAS, The Commissioner of Public Works of the City of Chicago requested approval of the State of Illinois Department of Transportation to proceed with this project in a letter dated September 19, 1986; and

WHEREAS, The Illinois Department of Transportation approved and granted permission to proceed with this project October 8, 1986; now, therefore,

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

SECTION 1. That the Commissioner of Public Works is authorized to negotiate with the owners for the purchase of the property required for the above mentioned improvement.

SECTION 2. That it is desirable and necessary that the following described property be acquired by the City of Chicago for the purpose herein set forth in the preamble to this ordinance:

Legal Description

Parcel 1.

A parcel of Land off the Southwest corner of Lot Sixty-three (63) in Belmont and Elston Avenue Addition to Chicago in the South half (S. 1/2) of Section Twenty-four (24), Township (40) Forty North, Range Thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois; said parcel of Land lying

Southwesterly of the arc of a circle concave to the Northeast having a radius of eight (8) feet and being Tangent to the South and West lines of said lot. (being a part of the real property commonly known as 2758 West Belmont Avenue)

Parcel 2.

That part of Lot one (1) in Block three (3) in Race's Subdivision of the East half (E. 1/2) of the Northwest quarter (N.W. 1/4) and the West half (W. 1/2) of the Northeast quarter (N.E. 1/4) of the Northeast quarter (N.E. 1/4) of Section Twenty-three (23), Township Forty (40) North, Range Thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois lying Northeasterly of a line drawn from a point on the North line of said Lot Three (3) feet West of the Northeast corner of said lot, to a point on the East line of said lot Seventy-five (75) feet south of the Northeast corner of said Lot. (being a part of the real property commonly known as 3401 West Irving Park Road.)

SECTION 3. In case the Commissioner of Public Works is able to agree with the owners of said property upon the purchase price thereof, he is authorized to purchase said property subject to the approval of the City Council.

SECTION 4. In case of the inability of the Commissioner of Public Works to agree with the owners of said property or any part thereof, upon the purchase price thereof, or in the case the owner or owners are unknown, or they are non-residents of the State of Illinois, the Commissioner of Public Works shall report such facts to the Corporation Counsel. Upon receipt of such report, the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain, and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the uses and purposes set forth above.

SECTION 5. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

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

COMMISSIONER OF PUBLIC WORKS AUTHORIZED TO NEGOTIATE
PURCHASE OF PROPERTY AT 5400 AND 5420 SOUTH
KEATING AVENUE FOR MIDWAY
AIRPORT CLEARANCE.

The Committee on Land Acquisition, Disposition and Leases 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. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that said City acquire for public use for the Department of Aviation the following described property in order to maintain a clear zone at Midway Airport; said property being located near said Airport. Payment of the property is to be made under fund number 623-8653-540-6.

Parcel 31A.

Lot 1 in Block 32 in W. F. Kaiser and Company's Ardale Subdivision of the West half (W. 1/2) of the Southwest quarter (S. W. 1/4) and the West three quarters (W. 3/4) of the East half (E. 1/2) of the Southwest quarter (S.W. 1/4) of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois (except railroad right-of-way). Commonly known as 5400 South Keating Avenue.

Parcel 31B.

Lot 7 in Block 32 in W. F. Kaiser and Company's Ardale Subdivision of the West half (W. 1/2) of the Southwest quarter (S. W. 1/4) and the West three quarters (W. 3/4) of the East half (E. 1/2) of the Southwest quarter (S.W. 1/4) of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois (except railroad right-of-way). Commonly known as 5420 South Keating Avenue.

SECTION 2. The Commissioner of Public Works is authorized and directed to negotiate with the owner or owners for the purchase of the property described in Section 1 of this ordinance. In case the Commissioner of Public Works is able to agree with the owner or owners of said property upon the purchase thereof, he is authorized to purchase said property for the agreed price, subject to the approval of the City Council.

SECTION 3. In the case of the inability of the Commissioner of Public Works to agree with the owner or owners of said property upon the purchase price thereof, or in case the owner or owners or any of them are incapable of consenting to the sale thereof, or in case

the name or residence of said owner or owners are unknown, or they are non-residents of the State of Illinois, then the Commissioner of Public Works shall report such facts to the Corporation Counsel. Upon receipt of such report, the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago of the purpose of acquiring title to said property under the City's right of eminent domain, and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the use set forth above.

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

On motion of Alderman Kellam, 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, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

ACQUISITION OF PROPERTY AND EXECUTION OF GRANT FOR
TEMPORARY EASEMENT FOR HOWARD-DAN RYAN
RAPID TRANSIT IMPROVEMENT PROJECT.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, approving the acquisition of property and execution of a grant for temporary easement for the Howard-Dan Ryan Rapid Transit Improvement Project.

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, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, By ordinance dated April 13, 1984, Council Journal pages 6059 to and including 6068, the City Council of the City of Chicago ordained that it is useful, desirable and necessary to the City of Chicago that said City acquire property for the Howard-Dan Ryan Rapid Transit Improvement, and authorized the Commissioner of Public Works to negotiate for the acquisition of said property; and

WHEREAS, Parcels 18 and 18TE are located on the east side of Clark Street approximately 205.3 feet north of West 16th Street and legally described in Exhibit A, which is attached hereto and incorporated by reference herein; and

WHEREAS, Pursuant to said ordinance, the Commissioner of Public Works has reached an agreement with the owners of Parcels 18 and 18TE, the Illinois Central Gulf Railroad, to acquire the said parcel for the sum of \$11,400.00 subject to approval by the City Council; and

WHEREAS, Upon delivery of a warranty deed for said Parcel 18, conveying fee simple title free and clear of all liens and taxes, and the execution of a grant of temporary easement, the City of Chicago shall pay the sum \$11,400.00; now, therefore,

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

SECTION 1. The City Comptroller and City Treasurer are hereby authorized and directed to pay to the owner or owners, the sum of \$11,400.00 upon delivery of a warranty deed free and clear of all liens and taxes.

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

Exhibit A attached to this ordinance reads as follows:

Exhibit A

Parcel 18.

That part of Lots 1 and 2 in Block 36 in Assessor's Second Division of East fraction Northeast quarter (N.E. 1/4) of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows: beginning at the Northwest corner of Lot 1; thence East along the North line of said Lot 1 a distance of 4.02 feet; thence southwesterly along a straight line to a point on the West line of Lot 2, 75.30 feet South of the point of beginning; thence North along the west line of Lot 2 and 1 a distance of 75.30 feet to the point of beginning.

Parcel 18 TE.

That part of Lots 1, 2 and 3 in Block 36 in Assessor's Second Division of the East Fraction of the Northeast quarter (N.E. 1/4) of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois bounded and inscribed as follows:

Beginning at a point in the West line of said Lot 3, said point being 75.30 feet South of the Northwest corner of Lot 1; thence Northeasterly along a straight line a distance of

75.40 feet, to a point in the North line of Lot 1, said point being 4.02 feet East of the Northwest corner of said Lot 1; thence East along the North line of said Lot 1, a distance of 198.32 feet, to a point 20 feet West of the Northeast corner of said Lot 1; thence Southwesterly along a straight line a distance of 214.857 feet to the point of beginning.

SETTLEMENT APPROVED FOR ACQUISITION OF SPECIFIED
PARCEL OF PROPERTY AT 11039 SOUTH
LAWNDALE AVENUE.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, On March 12, 1986, Council Journal pages 28549 to 28552, the City Council of the City of Chicago ordained that it is useful, desirable and necessary to the City of Chicago that the City acquire for public use the following described property for the purpose of widening South Lawndale Avenue:

Parcel 2.

The West 33.0 feet of Lot 15 (except the South 13.9 feet thereof) in George W. Hill's Subdivision of the South half (S. 1/2) of the East half (E. 1/2) of the Southwest quarter (S. W. 1/4) of Section 14, Township 37 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois, commonly known as 11039 South Lawndale Avenue, Chicago, Illinois.

WHEREAS, The Commissioner of Public Works was by said ordinance authorized to negotiate for the acquisition of this parcel; and

WHEREAS, An agreement has been made with the owner of Parcel No. 2 to acquire said parcel for the sum of \$6,500.00; and

WHEREAS, Payment for said property is to be made from Motor Fuel Tax Funds for New Street Construction 1980-1 MFT Project No. 80-05038-00-PV; and

WHEREAS, Upon such payment, the City of Chicago shall be vested with fee simple absolute title to said real property; now, therefore;

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

SECTION 1. That it is desirable and necessary that the property commonly described as part of 11039 South Lawndale Avenue and legally described above, be acquired by the City of Chicago for the purpose herein set forth in this ordinance.

SECTION 2. The City Comptroller and City Treasurer are hereby authorized and directed to pay to the owners of said property, the sum of \$6,500.00 when approved by the

Commissioner of Public Works. Payment for said property is to be made from Motor Fuel Tax Funds for New Street Construction 1980-1 MFT Project No. 80-05038-00-PV.

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

On motion of Alderman Kellam, 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, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

APPROVAL OF RENEWAL LEASES FOR VARIOUS CITY AGENCIES AT SUNDRY LOCATIONS.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass three proposed ordinances transmitted therewith, granting approval of renewal of leases to the City of Chicago.

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, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

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

*Department Of Streets And Sanitation
(Division Street And Kilpatrick
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 Belt Railway Company of Chicago, for approximately

473,790 square feet of vacant land at Division Street and Kilpatrick Avenue, in Chicago, Illinois, for use 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 Agreement, made this 30th day of June A.D. 1986 between The Belt Railway Company of Chicago, an Illinois corporation, as Lessor, and the City of Chicago, a municipal corporation, as Lessee; for use of the Department of Streets and Sanitation as an Auto Pound.

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:

That Part of Lessor's right of way known as the West Chicago Yard located in the Northwest Quarter of the Southwest Quarter and the West Half of the Northwest Quarter of Section 3, Township 39 North, Range 13 East of the Third Principal Meridian in the City of Chicago, Cook County, Illinois lying Easterly of a line 10 feet Easterly of and parallel to the center line of Lessor's Industrial Lead Track lying North of a line 50 feet in length which is 835 feet more or less South of and parallel to the North Line of said Southwest Quarter, lying Westerly of a line 10 feet Westerly of and parallel to the center line of Lessor's Southbound Main Track, and lying Southerly of a line which is 50 feet in length which line is 2,348 feet more or less North of and parallel to the North line of the Southwest Quarter of said Section 3, (except that part lying in Division Street), and containing an area of 471,810 square feet, more or less.

Also, roadway approximately 30 feet in width on Lessor's bridge crossing over Division Street which roadway is east of and adjacent to the Westerly boundary line of the aforesaid described tract of land (containing an area of 1,980 square feet).

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of July A.D., 1986, and ending on the 30th day of June A.D., 1990, Lessee and Lessor have the right to terminate this lease by giving to the other party sixty (60) days written notice of election to do so. 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 6900 South Central Avenue, Chicago, Illinois 60638 or at such other place as the Lessor from time to time in writing may appoint. Any notice from Lessor to Lessee at the premises and, in addition, to the Supervisor Leasing Real Estate, Comptroller's Office, 320 North Clark Street, 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.

Lessee shall pay rent for said premises as follows:

Months	1 through 12 -	\$5,600.00	per month
	13 through 24 -	\$5,650.00	per month

25 through 48 - \$5,700.00 per month

payable in advance on the first day of each calendar month by the Office of the City Comptroller.

Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessee.

Lessee during the entire term of this lease shall keep in a condition of thorough repair and good order at its own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessee shall refuse or neglect to make needed repairs within ten (10) days after written notice thereof sent by the Lessor, the Lessor is authorized to make such repairs and to add the cost thereof to rentals accruing under this lease.

Lessee hereby agrees to maintain all fencing which it may erect during the term of this lease.

It is further understood and agreed that said Lessee may at any time elect to reduce the size and area of said premises demised and leased herein by giving said Lessor sixty (60) days notice of such election in writing, and that at the expiration of such notice the description of said leased premises shall be deemed to be amended accordingly, and, said rental consideration stated herein shall concurrently be adjusted on a pro rata basis.

Lessee hereby assumes all responsibility for and agrees to protect, indemnify and save harmless said Lessor, its successors and assigns, from and against any and all loss, damage or injury, together with costs and expenses incident thereto, or claims for loss, damage or injury, together with costs and expenses incident thereto, arising in any manner, either directly or indirectly out of Lessee's use or occupancy of said described premises or out of the construction, maintenance, operation or removal of any building, structure, appurtenance or facility located thereon, whether such loss, damage or injury shall be the property of the Lessor, to the persons or property of Lessee's employees, or to the persons or properties of third persons, and shall upon notice assume the defense of any action therefor.

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, loss 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 (60) 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 shall 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 (30) 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 rebuilding within thirty (30) 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.

[Signature forms omitted for printing purposes.]

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

—
*Department Of Streets And Sanitation
(Lake Shore Drive And Chicago
River).*

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 Chicago Dock and Canal Trust, a Business Trust, as Lessor, for approximately 140,000 square feet of space adjoining the North bank of the Chicago River to and including East North Water Street from North Lake Shore Drive bridge to West Line of Lot 12 for storage of salt for the Department of Streets and Sanitation, as Lessee (except that part described on Rider "A" attached hereto); 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:

[Lease agreement printed on page 38762 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.

(Continued on page 38763)

LEASE--Short Form Lease No. 13002

Form C. O. No. 1B

City of Chicago

This Agreement,

Made this _____ day of _____

A. D. 19 _____, between Chicago Dock and Canal Trust, a Business Trust

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 140,000 square feet of space adjoining the North bank of the Chicago River to and including East North Water Street from North Lake Shore Drive bridge to West Line of Lot 12 for storage of salt for the Department of Streets and Sanitation (except that part described on rider "A" attached hereto).

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of April A. D. 19 86, and ending on the 31st day of March A. D. 1988. Lessee has the right to terminate this lease upon ninety (90) days prior written notice. For lessor's cancellation rights see attached rider.

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 Chicago Dock & Canal Trust, 135 S. LaSalle, Chgo., IL 60603, Attn: F.A. Reichelderfer or at such other place as the Lessor from time to time in writing may appoint.

For Rental Payment Provisions See Rider Attached Hereto. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

For Lessee's Responsibilities See Rider

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's (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 Lessee's Responsibilities See Rider

Attached Hereto.

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~~ Lessee's original lease with Lessor for the demised premises, 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: _____

By: _____ Comptroller.

Approved: _____

Commissioner, Department of Streets & Sanitation

(Continued from page 38761)

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon Lessee, it shall be necessary to send written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the following persons:

Commissioner, Department of Streets and Sanitation, 121 North LaSalle Street, Room 700, Chicago, Illinois, 60602 and Supervisor of Leasing, Department of Finance, Real Estate Division, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessee from time to time may appoint. Said notice or demand shall be deemed to have been served at the time copies are received at said locations.

In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon Lessor, it shall be necessary to send written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessor as follows: Chicago Dock and Canal, a business Trust, c/o Wilson & McIlvaine, 135 South LaSalle Street, Chicago, Illinois, 60603-4428.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this Lease at the rate of:

One Hundred Ninety-five Thousand and no/100 Dollars (\$195,000) for a period beginning on the 1st day of April, 1986 and ending on the 31st day of March, 1987; said rental to be paid after execution of Lease.

Two Hundred Thousand and no/100 Dollars (\$200,000) for a period beginning on the 1st day of April, 1987 and ending on the 31st day of March, 1988; said rental to be paid in advance by April 1, 1987.

Lessor under this lease shall:

Have the right to terminate this lease as of any date during the period beginning April 1 and ending October 31 of any year during the lease term upon giving Lessee not less than ninety (90) days prior written notice of such termination. The notice of termination (or copy thereof) shall be served on the following persons:

- A. Commissioner
Department of Streets and Sanitation
City Hall, Room 700
Chicago, Illinois 60602
- B. Supervisor of Leasing
Department of Finance
Real Estate Office
320 North Clark, Room 505
Chicago, Illinois 60610

Pay real estate taxes and other levies assessed against said premises within deadline established by the governmental taxing bodies.

Lessee under the lease agrees that:

Rock salt material will be deposited at least 20 feet in distance from the existing dock walls and a barricade of suitable material will be erected between the rock salt material and the dock walls.

It will maintain the leased property and East North Water Street and take all necessary steps to protect adjacent property from damage from the rock salt material during the rental period.

At the termination of the rental period, it will restore the premises to its condition immediately prior to the Lessee's original lease with Lessor for the premises.

It will utilize the premises in such a manner that it will not interfere with the right of other tenants of Chicago Dock and Canal to the use of common and/or adjacent facilities.

It will indemnify and save harmless the Chicago Dock and Canal Trust and its agents and employees, at all times against any loss, damage, cost or expense by reason of a failure to comply with any of the above requirements or by reason of any accident, loss or damage resulting to person or property by reason of any use which may be made of the premises or by reason of any act or thing done or omitted to be done on the premises.

It will install a concrete pad and also agrees to remove the concrete pad from the property upon the termination of its lease.

It will park only the trucks and equipment belonging to the City of Chicago for the distribution of salt, and no other vehicles will be parked on said property.

The City of Chicago will at the termination of the Lease, at the request of the Chicago Dock and Canal Trust, remove all equipment from the leased premises and restore the leased premises to the same condition that existed at the date of the commencement of Lessee's original Lease with Lessor for the premises.

Additional terms and conditions:

In the event of breach of the covenants, terms and conditions contained herein by Lessor, Lessee shall have the right to terminate this Lease immediately upon giving written notice by certified or registered mail to the 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 or any right created thereby.

Rider A attached to this lease agreement reads as follows:

Attached to and becomes part of Lease for space located at North bank of the Chicago River to and including East North Water Street from North Lake Shore Drive Bridge to 300 West.

Rider "A"

Description Of Excluded Sign Property.

That part of Lots 18 and 19 in The Chicago Dock and Canal Company's Resubdivision of its Subdivision of Original Water Lot 35 and accretions thereto in Kinzie's Addition to Chicago, reference being made to a plat of said Subdivision recorded in the Recorder's Office of Cook County, Illinois, in Book 19 of Plats, at Page 77, embraced in and bounded by a line described as follows:

Beginning at a point on the North line of said Lot 18, which point is 13.90 feet East of the West line of said Lot 18 and continuing East along the North line of said Lots 18 and 19 a distance of 93.36 feet to a point 7.26 feet East of the West line of said Lot 19; thence South along the West line of that part of said Lot 19 conveyed by the Chicago Dock and Canal Company to the Commissioner of Lincoln Park a distance of 40 feet; thence in a Southwesterly direction a distance of 60.72 feet along the Northwesterly line of that part of said Lots 18 and 19 conveyed to the Commissioners of Lincoln Park to a point which is 57 feet South of the North line of said Lot 18; thence North 17 feet to a point 40 feet South of the North line of said Lot 18; thence West 35 feet to a point which is 13.90 feet East of the West line of said Lot 18; thence North 40 feet to the place of beginning.

*Department Of Police/Beat Representative Program
(4818 North Elston 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 Bankers Life and Casualty Company, an Illinois corporation, as sole beneficiary under Citizens Bank and Trust Company, Trust No. L-1326, dated August 20, 1970, as Lessor, for approximately 1,848 square feet of office space on the first floor of the building located at 4818 North Elston Avenue and parking spaces adjacent to said building, 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 agreement printed on page 38766 of this Journal.]

(Continued on page 38767)

LEASE--Short Form Lease No. 12021

Form C.O.N. 1B

City of Chicago

This Agreement,

Made this _____ day of _____

A. D. 19____, between Bankers Life and Casualty Company, an Illinois Corporation, as Sole Beneficiary
under Citizens Bank and Trust Company, Trust No. L-1326, dated August 20, 1970 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 1,848 square feet on the first
floor as office space located at 4818 North Elston and parking space adjacent to said
building for use as an Area Center for the Department of Police/Beat Representative
Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of June
 A. D. 1986, and ending on the 31st day of May 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
Tom Skahen, Bankers Life & Casualty Co., 4444 W. Lawrence, Chicago, IL 60630 or at such other place as the Lessor from time
 to time in writing may appoint. For Lessor and Lessee Notification Provision See Rider Attached Hereto
 and Made 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 shall comply with the provisions of the Municipal Building Code

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 author-
 ized 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 Les-
 sor, 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.

Lessee 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 nec-
 essary, 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 _____ Real Estate #_____
 Chief Assistant Corporation Counsel

Approved: _____
 Superintendent, Department of Police

By:
P.B. Higdon, Executive Vice President for
Bankers Life and Casualty Company, an Illinois
Corporation, as Sole Beneficiary under Citizens
Bank and Trust Company, Trust No. L-1326, dated
August 20, 1970.

(Continued from page 38765)

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 Supervisor of Leasing, 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.

Lessor shall pay rent for said premises during the continuance of this lease at the rate of:

Five Hundred Fifty and no/100 Dollars (\$550.00) per month for the period beginning on the 1st day of June, 1986 and ending on the 31st day of May, 1987.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller, to Bankers Life and Casualty Company, 4444 West Lawrence Avenue, Chicago, Illinois, 60630 Attn: Premium Income Centralized Cashier.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for heat: maintain plant and equipment in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide one air-conditioning unit and maintain the same.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Comply with the provisions of the Municipal Building Code 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 \$500,000 combined single limit; with the City to receive a certificate of insurance for said insurance coverage prior to lease execution and naming the City as additionally insured. 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.

Repair plate glass unless damaged by Lessee or its agents.

Lessee under this lease shall:

Reimburse Lessor the cost to repair any damage caused by acts or omissions of Lessee, its agents or invitees.

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.

Additional clauses to be included in lease:

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable solely from funds when made available by the federal government. If said funds are not made available from the federal government and as a result, Lessee defaults in the payment of any sums required to be paid under this lease, the sole remedy of Lessor shall be for possession of the demised premises.

In the event the Lessor should fail to furnish any of the 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 here.

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 immediately upon 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 or of any right created thereby.

APPROVAL OF NEW LEASE FOR DEPARTMENT OF
POLICE/BEAT REPRESENTATIVE PROGRAM AT
8801 SOUTH COMMERCIAL AVENUE.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, granting approval of a new lease to the Department of Police/Beat Representative Program at 8801 South Commercial 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, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

The following is said ordinance as passed:

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Ronald Lukas, as beneficiary under the Cosmopolitan National Bank of Chicago Trust, Trust No. 26252, dated July 26, 1982, as Lessor, for approximately 2,016 square feet on the lower level and 2,016 square feet on the ground floor for a total of 4,032 square feet of office space located at 8801 South Commercial 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 38770 of this Journal.]

LEASE-Short Form Lease No. 12027

1-1-1 1-1-1 1-1-1

City of Chicago

This Agreement,

Made this _____ day of _____
 A. D. 19 _____, between Ronald Lukas, as beneficiary under the Cosmopolitan National Bank of Chicago Trust, Trust No. 26252, dated July 26, 1982
 and the CITY OF CHICAGO, a Municipal Corporation, as Lessor

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 2,016 square feet on the lower level and 2,016 square feet on the ground floor level for a total of 4,032 square feet at 8801 S. Commercial Avenue for use by the Department of Police/Beat Representative Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of December or date of occupation whichever occurs later.
 A. D. 1986, and ending on the 31st day of December A. D. 1990. Lessee has the right to terminate this lease upon ninety (90) 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 Ronald Lukas, 10840 S. Hale, Chicago, IL 60643 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. 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 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, loss 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

By: _____
 Ronald Lukas, as beneficiary under the
 Cosmopolitan National Bank of Chicago Trust,
 Trust No. 26252

By: _____
 Comptroller

Approved: _____
 Superintendent, Department of Police

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

Rider attached to this ordinance reads as follows:

Rider

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Supervisor of Leasing, Department of Finance, Real Estate Division, Comptroller's Office, 320 North Clark Street, Suite 505, Chicago, Illinois, 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessee shall pay for said premises during the continuance of this lease at the rate of:

One Thousand Two Hundred Fifty and no/100 Dollars (\$1,250.00) per month for the period beginning on the 1st day of December, 1986 or date of occupation (with said monthly rental rate being prorated on a per diem basis if the initial term does not commence on the 1st day of a month) and ending on the 31st day of December, 1986.

One Thousand Three Hundred Thirteen and no/100 Dollars (\$1,313.00) per month for a period beginning on the 1st day of January, 1987 and ending on the 31st day of December, 1987.

One Thousand Three Hundred Eighty and no/100 Dollars (\$1,380.00) per month for a period beginning on the 1st day of January, 1988 and ending on the 31st day of December, 1988.

One Thousand Four Hundred Fifty and no/100 Dollars (\$1,450.00) per month for a period beginning on the 1st day of January, 1989 and ending on the 31st day of December, 1989.

One Thousand Five Hundred and no/100 Dollars (\$1,500.00) per month for a period beginning on the 1st day of January, 1990 and ending on the 31st day of December, 1990.

Rent is payable in advance on the first (1st) day of each calendar month by the Office of the City Comptroller to Ronald Lukas, 10840 S. Hale, Chicago, Illinois, 60643.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Install new furnace and repair all plumbing problems by licensed contractor prior to execution of lease.

Repair laboratory floor prior to execution of lease.

Provide and pay for heat; maintain plant and equipment in good operable condition by licensed contractor.

Provide for central air conditioning on the first floor; maintain plants and equipment in good operable condition by licensed contractor.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition by licensed contractor.

Provide and pay for janitorial service for the maintenance of the exterior and interior of the 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 the 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 the governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of \$500,000 combined single limit; with the City to receive a certificate of insurance for said coverage prior to lease execution and naming the City as additionally insured. 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 renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

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.

Pay for electricity as metered, including electricity for central 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.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable solely from funds when made available by the federal government. If said funds are not made available from the federal government and as a result, Lessee defaults in the payment of any sums required to be paid under this lease, the sole remedy of Lessor shall be for possession of the demised premises.

LEASE AGREEMENT WITH LAKESIDE GROUP, INCORPORATED
APPROVED FOR SPACE AT NAVY PIER.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, approving a lease agreement with the Lakeside Group, Incorporated for space 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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, Inc., d/b/a Chicago International Antique Show, as Lessee, for the entire East End and Midway located on Navy Pier, to be used solely for the purpose of sponsoring an antique 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 3rd day of October, 1986, by and between the City of Chicago, a municipal corporation, (hereinafter referred to as "Lessor") and the Lakeside Group Inc., Chicago International Antique 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 I -- General Conditions.

Article 1.

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 legal entity.

Article III.

It is understood and agreed that nothing herein contained is intended or should be construed as in any creating or establishing the relationships 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 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 the 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 therefore 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.

Lessor 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 (or alternative amount specified in Special Conditions of this lease) 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 or date specified in Special Conditions of this lease. 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 this 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 giving 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 agent 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 notice to Lessee provided for herein may be sent by first class mail, postage prepaid, addressed to Lessee at The Lakeside Group, c/o Tom Blackman, 600 North McClurg Court, Suite 3403, 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 -- Antique Show.

1. Premises.

Lessor does hereby grant to Lessee for its sole and exclusive use in the following areas of Navy Pier.

Auditorium Building

Terrace Promenade

Recreational Building

Shelter Building

Terminal Building

Midway.

2. Purpose.

A. Auditorium/Recreation Building/Terrace Promenade/Shelter Building/Terminal Building.

Lessee shall use the demised premises for the purpose of sponsoring an antique show for approximately 5,000 persons daily.

B. Midway.

Lessee shall use the Midway for the purpose of a cab drop off and for exhibitor parking only. On opening night, October 16, 1986 Lessee will be allowed to use Midway for visitor parking. The Lessee will operate a shuttle bus down the South Dock only.

3. Term.

The term of this Agreement shall begin on the 6th day of October, 1986 at 8:00 A.M. and shall terminate on the 24th day of October, 1986 at 5:00 P.M..

A. Set-up Time.

Lessee shall be allowed to use the demised premises for set-up time only beginning on the 6th day of October, 1986 at 8:00 A.M. and shall terminate on the 16th day of October, 1986 at 5:29 P.M..

B. Chicago International Antique Show.

Antique Show should begin on the 16th day of October, 1986 at 5:30 P.M. and shall terminate on the 20th day of October, 1986 at 6:00 P.M..

October 16th	Opening Night 5:30 P.M. Benefit for The Antiquarian Society and Old Master Society of the Arts
October 17th	12:00 P.M. -- 8:00 P.M.
October 18th	12:00 P.M. -- 8:00 P.M.
October 19th	12:00 P.M. -- 8:00 P.M.
October 20th	12:00 P.M. -- 6:00 P.M. The Chicago International Antique Show closes. Break down time begins.

C. Break Down Time.

Lessee shall be allowed break down time beginning 20th of October, 1986 at 6:01 P.M. and such break down time shall terminate on the 24th day of October, 1986 at 5:00 P.M..

4. Rental.

Lessees shall pay rent for said premises during the period of this lease at the following rates that have been authorized by the Commissioner of Economic Development.

A. Auditorium Building/Recreation Building/Terrace Promenade/Shelter Building/Terminal Building.

\$4,000 per day that exhibition is open to public

\$2,000 per day for set-up

\$2,000 per day for break down

Midway.

Parking fee waived by Commissioner of Economic Development for opening night only. At no other time will Midway be used for visitor parking.

Set-Up Time.

\$2,000 per day x five (5) days = \$10,000

Lessee will be charged for five (5) days of set-up time.

Antique Show.

\$4,000 per day x four (4) days = \$16,000

Break Down

\$2,000 per day x two (2) = \$4,000

Lessee will be charged for two (2) days of set-up time.

Total Rent = \$30,000.

B. Operating Cost.

1. Electricity

Average kwh per day = 6579

Lessee acknowledges that balance of electrical deposit from the New Art Forms Show totals approximately \$8,500. This balance will be applied to electrical costs for Antique Show.

2. Electrician: The estimated cost for the electrician for the event will be:

October 16, 1986	5.0/hrs. x \$37.50 =	\$187.50

October 17, 1986	4.5/hrs. x \$37.50 =	168.75

October 18, 1986	4.5/hrs. x \$37.50 =	168.75
	3.5/hrs. x \$50.00 =	175.00

October 19, 1986	8.0/hrs. x \$50.00 =	400.00

October 20, 1986	1.5/hrs. x \$37.50 =	56.25

Total Electrician Deposit:		<u>\$1,156.25</u>

3. Sound Technicians: The costs for the sound technicians during the event will be:

October 16, 1986	8.5/hrs. x \$37.50	= \$318.75

Two Sound Technicians x \$318.75		= 637.50

Total Sound Technicians Deposit: \$637.50

Lessee shall pay deposits for electrician, and sound technicians in advance.

C. Clean-Up/Repair/Break Down/Deposit

Deposit of Fifteen Hundred and no/100 Dollars (\$1,500.00) shall be payable in advance.

D. Rent Abatement.

Lessee shall be given a rent abatement of \$7,219.10 on the rental credit outstanding from the 1986 Chicago International Art Exhibition. Rent abatement owed to lessee will only apply toward rental cost of event. Lessee will owe City of Chicago balance of rent in the amount of \$22,780.90 payable before opening night of antique show.

E. Break Down Penalty.

In the event that lessee has not vacated the Auditorium Building/Recreation Building/Terrace Promenade by the 23rd day of October, 1986 at 12:00 P.M. Lessee will be charged a break down penalty of \$4,000 for the first day and \$4,000 for each additional day thereafter. In the event the Lessee has not vacated the Shelter/Terminal Buildings by the 24th day of October, 1986 at 5:00 P.M. Lessee will be charged \$1,500 for the first day and \$1,500 for each additional day thereafter.

In the event the Lessee exhausts its entire cleanup/repair break- down deposit, Lessee will have ten (10) days upon receipt of written notice from Lessor to pay any break down penalty fees that are outstanding. If penalty fees are not received by Lessor within specified ten (10) day period at Lessor's option and upon written notice to Lessee this lease is null and void.

F. Option.

If Pier is available for rental purposes and Lessee agrees to rental terms and conditions of proposed lease, that are given to Lessee by December 1st of each year. Lessee shall have the option to reserve the demised premises for the purpose of holding a similar event (Antique Show) on the following dates:

October 15--18, 1987

October 13--16, 1988

October 12--15, 1989

October 11--14, 1990

1. Notification Provision.

In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon the Lessor it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid addressed to the Supervisor of Leasing, Department of Finance, 320 N. Clark Street, Suite 505, Chicago, Illinois 60610, and to the Manager of Navy Pier, Department of Economic Development, 20 N. Clark Street, 28th floor, Chicago, Illinois 60602, or at such other place as the Lessor 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.

2. Reservation of Option Dates.

Lessor must receive written request on or before January 10th of each year that Lessee intends on exercising its option.

Written request must include the following:

- Description of the desired facilities
- Set-up and break down schedule
- Attendance projections
- Deposit equivalent to 20% of the current year's lease.

As part of its efforts to develop the terms of the lease, the City may request budgets and audited financial statements from preceding year's show.

If Lessee decides not to proceed with these shows on the above dates it must notify the Manager of Navy Pier and Supervisor of Leasing in writing by April 1st, of each year.

Lessee will forfeit 10% of its deposit if reservation cancellation is received prior to April 1st each year. However, Lessee will forfeit its entire deposit if reservation cancellation is received after April 1st of each year. In addition, if reservation cancellation is received after April 1st of each year at Lessor's option and upon written notice to Lessee this lease is null and void.

3. Rental Rates.

The City of Chicago will provide Lessee with the terms and conditions for each Antique Show by December 1st of the year preceding the show. Lessee deposit will represent acceptance of these rates.

The 1986 rate of Thirty Thousand Dollars (\$30,000) will serve as a base rate for future option dates. This base rate represents the rate for a four day show excluding opening night and represents use of the East End Complex only.

Future rates will be adjusted to reflect any changes in the City of Chicago Navy Pier rates. In addition, rates will also reflect the size of the show, use of Pier facilities, length of show, and attendance.

D. Cancellation Clause.

Lessor has the right to terminate this lease in whole or for any specific event upon providing the Lessee with one hundred eighty (180) days prior written notice before the event.

The City of Chicago will not be liable for any damages sustained by the Lessee if the City of Chicago exercises its right to terminate.

E. Set-Up Time And Break Down Time.

Option dates specified in paragraph (F) of this lease do not include set-up and break down time.

Set-up and break down schedules will be given to Lessor by January 10th of each year.

Combined set-up and break down times of entire show, including show dates will not exceed nineteen days (19) days or occupancy of east end of Pier for more than two weekends. The Lessee will make every effort to minimize the use of the Pier for such purposes.

F. Combined Use.

Lessee acknowledges that the City of Chicago has the right to book other events in the unused Pier facilities during the Antique Show. It will be the City of Chicago's decision if the proposed activities do not conflict with the planned Antique Show.

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, IL 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 Lessee's agents, employees, patrons, guests or any person admitted to said premises by Lessee, Lessor shall use clean-up/repair/late 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 of Public Works 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, naphtha or gasoline for either mechanical or other purpose, or any other agent other than electricity for illuminating the demised premises.
- C. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of said building shall be obstructed by Lessee or used for any purpose other than for ingress and egress from the demised premises. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by lessee. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweeping, rubbish, rags papers or others substances shall be thrown therein. Lessee will permit no chairs or movable seats to be or remain in the passage ways at any time.
- D. 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 time to Navy Pier, or that of his authorized representative shall be final.
- E. 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 employ, shall not collect nor interfere with collection or custody of such articles.

- F. Lessor reserves the right to eject any objectionable person or persons from said building, and upon the exercise of this right by the Commissioner, his representatives, agents or policemen, the Lessee hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.
- G. Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.
- H. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by Lessor.
- I. Lessee shall provide at its own expense all ushers, parking attendants, crowd director, and any security service required by the Commissioner of Public Works.
- J. Any and all matters not herein expressly provided for shall be at the discretion of the Commissioner of Public Works.
- K. Lessee has the right to employ a caterer of its choice to provide food and beverage service for said dinner.
- L. The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and State Statute.
- M. Lessee shall pay for heat, utilities and normal custodial services, the Lessee shall be billed separately for these.
- N. Lessee acknowledges that not more than 5,000 persons will be allowed in Auditorium/Recreation/Shelter/Terminal Buildings at any one time during term of lease.
- O. Lessee will comply will all City sales tax and City Amusement tax requirements.
- P. Lessee will serve all beverages from plastic or paper cups only.
- Q. Lessee must take East End in existing condition. A walk through with City Staff must occur before Lessee assumes occupancy.

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.]

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

AUTHORITY GRANTED FOR AMENDMENT OF LEASES FOR
DEPARTMENT OF AVIATION.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass two proposed ordinances, amending existing leases for office space on the 24th and 30th floors of 20 North Clark Street for the Department of Aviation.

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, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

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

20 North Clark Street

24th Floor.

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

SECTION 1. That the ordinance and lease passed by the City Council on October 30, 1986, pages 35425 and 35426, C.J.P., granting permission to the Department of Aviation to use and occupy office space located on the 24th floor at 20 North Clark Street, be and the same is hereby amended by striking from the ordinance and the lease, wherever it appears, the following:

"To Have And To Hold Said Premises Unto The Lease For A Term Beginning On The 1st Day Of July, 1986, And Ending On The 31st Day Of December, 1987."

"Nine Thousand Four Hundred Thirty-six and 67/100 Dollars (\$9,436.67) per month for the period beginning on the 1st day of July 1, 1986 and ending on the 31st day of May, 1988."

and inserting in lieu thereof:

"To Have And To Hold Said Premises Unto The Lease For A Term Beginning On The 1st Day Of November, 1986, And Ending On The 31st Day Of May, 1988."

"Nine Thousand Four Hundred Thirty-six and 67/100 Dollars (\$9,436.67) per month for the period beginning on the 1st day of November, 1986 and ending on the 31st day of May, 1988."

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

20 North Clark Street

30th Floor.

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

SECTION 1. That the ordinance and lease passed by the City Council on October 30, 1986, pages 35429 and 35430, C.J.P., granting permission to the Department of Aviation to use and occupy office space located on the 30th floor at 20 North Clark Street, be and the same is hereby amended by striking from the ordinance and the lease, wherever it appears, the following:

"To Have And To Hold Said Premises Unto The Lease For A Term Beginning On The 1st Day Of July, 1986, And Ending On The 30th Day Of June, 1990."

"Eighteen Thousand Seven Hundred Twenty-eight and 13/100 Dollars (\$18,728.13) per month for the period beginning on the 1st day of July 1, 1986 and ending on the 30th day of June, 1987."

and inserting in lieu thereof:

"To Have And To Hold Said Premises Unto The Lease For A Term Beginning On The 1st Day Of November, 1986, And Ending On The 30th Day Of June, 1990."

"Eighteen Thousand Seven Hundred Twenty-eight and 13/100 Dollars (\$18,728.13) per month for the period beginning on the 1st day of November, 1986 and ending on the 30th day of June, 1987."

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

APPROVAL GIVEN FOR SALE OF CITY-OWNED VACANT PROPERTY
118--126 EAST 34TH STREET/3354--3356 SOUTH INDIANA
AVENUE TO ADA S. MC KINLEY COMMUNITY
SERVICES CENTER.

The Committee on Land Acquisition, Disposition and Leases 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 pursuant to the powers and authority granted under Article VII of the Constitution of the State of Illinois of 1970, and the home rule powers granted thereunder the City of Chicago, a Home Rule Unit, does hereby authorize and approve the sale of the vacant parcel of real property described herein, which is owned by the City of Chicago, to Ada S. McKinley Community Services Center, 32 West Randolph Street, Chicago, Illinois 60601.

R.E. No. 2168

Address: 118-126 East 34th Street/
3354-3356 South Indiana Avenue

Amount: \$19,200.00

Permanent Tax No. 17-34-116-
036

Legal Description

Lots 23 and 24 in Block 6 in John Wentworth's Subdivision of the South 60 acres of the West half of the Northwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. That upon payment to the City of Chicago of the consideration cited herein the Mayor is authorized to execute a quitclaim deed conveying said parcel of real property to the Ada S. McKinley Community Services Center, 32 West Randolph Street, Chicago, Illinois 60601, with the City Clerk attesting to said conveyances.

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

On motion of Alderman Kellam, 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, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 48.

Nays -- None.

ACCEPTANCE OF BID TO PURCHASE CITY-OWNED VACANT
PROPERTY UNDER ADJACENT NEIGHBORS LAND
ACQUISITION PROGRAM PHASE V,
PART II.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. That the City of Chicago hereby accepts the bids listed below to purchase City-owned vacant properties under the "Adjacent Neighbors Land Acquisition Program" Phase V, part I, which was approved by the City Council of the City of Chicago in an ordinance passed July 23, 1982 on pages 11830-- 11831 of the Journal of the City Council Proceedings. Said bids and legal description of the City-owned properties are as follows:

Bidder: Doris Harper
Address: 1903 South Ridgeway
Bid Amount: \$300.00

Real Estate No.: 4100
Address: 1907 South
Ridgeway
Index No.: 16-23-322-003

Legal Description

Lot 56 in Lansing Addition to Chicago, being a Subdivision of Lots 5, 6, 15, and 16 and the West 145.17 ft. of Lots 4 and 17 in Kedzie's Subdivision of part of the Southwest 1/4 of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, IL, commonly known as: 1907 South Ridgeway, front and rear, Chicago, IL.

SECTION 2. That the conveyances of these City-owned properties under the "Adjacent Neighbors Land Acquisition Program" are to be subject to all terms and conditions, covenants, and restrictions contained in the aforementioned enabling ordinance passed by the City Council on July 23, 1982, which established said program. Additionally, said conveyances are to be made subject to the additional terms, conditions, and restrictions contained in the advertisement announcing said program, the "Instruction to Bidders" and the "Offer to Purchase Real Estate", which were included in the official bid packages distributed to bidders.

SECTION 3. That the City-owned vacant properties to be conveyed are to be sold subject to covenants, zoning and building restrictions, easements, and conditions, if any, of record.

SECTION 4. That the failure of a bidder to comply with the terms, conditions, and restrictions contained in the documents referred to in Section 2 of this ordinance may result in the City taking appropriate legal action as determined by the Corporation Counsel.

SECTION 5. That the Mayor and City Clerk are authorized to sign and attest quitclaim deeds conveying all interest of the City of Chicago in and to said properties to the above listed bidders.

SECTION 6. That the City Clerk is authorized, upon receipt of written notification from the Department of Housing, City Real Estate Section, that the sale of these properties has been completed, to deliver the cashiers' check, certified checks, bank checks and money orders of the above listed bidders in the full amount of the bids to the City Comptroller, who is authorized to deposit said checks and money orders into the appropriate City account.

SECTION 7. That the City Clerk is further authorized and directed to refund the cashiers' checks, certified checks, bank checks and money orders to the unsuccessful bidders for the purchase of said properties.

On motion of Alderman Kellam, 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, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

ORDINANCE APPROVING SALE OF PROPERTY LOCATED
AT 2915 WEST LEXINGTON STREET REPEALED
AND DIRECTOR OF REAL ESTATE
AUTHORIZED TO RE-OFFER
SAID PROPERTY FOR
SALE.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, repealing the ordinance authorizing the sale of 2915 West Lexington Street and ordering the Director of the City Real Estate Section to re-offer the property for sale.

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, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The City Council heretofore approved the sale of the Adjacent Neighbors Land Acquisition Program, Phase IV, this property commonly known as:

Bidder: Earline Elam Droumond
Address: 2919 West Lexington
Bid amount: \$305.00

Real Estate No. 2466
Address: 2915 West
Lexington
Perm. Index No. 16-13-310-
017

Legal Description

Lot 6 in Block 11 in Clarke's Subdivision of the East half of the Southwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as: 2915 West Lexington, Chicago, Illinois.

Pursuant to an ordinance adopted March 12, 1986 and found in the Journal for said date on pages 28557--28562; and

WHEREAS, This individual listed above did not qualify as an adjacent neighbor; now, therefore;

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

SECTION 1. The ordinance adopted by this body on March 12, 1986, approving the sale of the above-mentioned property to the above cited individual is hereby repealed.

SECTION 2. The Director of the City Real Estate Section of the Department of Housing, City Real Estate Section is hereby authorized to cancel the ordinance, and re-offer this property for sale to any interested parties.

SECTION 3. That the Director of the City Real Estate Section, Department of Housing is further authorized and directed to refund the amount that the unqualified individual bid for said property.

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

BIDS FOR CITY-OWNED VACANT PROPERTY REJECTED AND
AUTHORIZATION FOR DEPARTMENT OF HOUSING TO
RE-ADVERTISE SAME FOR SALE.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass two proposed ordinances transmitted therewith, rejecting bids for specified City-owned vacant property and authorizing the Department of Housing to re-advertise the same for sale.

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, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 48.

Nays -- None.

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

3316--3318 East 91st Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of John V. Stallworth, 9100 South Burley Avenue, Chicago, Illinois 60617, to purchase for the sum of \$1,000.00, the City-owned vacant property, previously advertised pursuant to Council authority passed May 14, 1986, pages 29895--29896.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 23 in Block 59 in the Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of Section 5 and Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3316--3318 East 91st Street, Permanent Tax Nos. 26-05-109-034 and 26-05-109-035).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

708 East 75th Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Mable Mitchell, 712 East 75th Street, Chicago, Illinois 60619, to purchase for the sum of \$2,000.00, the City-owned vacant property, previously advertised pursuant to Council authority passed May 14, 1986, pages 29896--29897.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 15 and the West 1/2 of Lot 14 in Block 2 in Ashford's Subdivision of the South 1/2 of Block 4 in Brookline, a Subdivision of the Southeast 1/4 of the Northeast 1/4 of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 708 East 75th Street, Permanent Tax No. 20-27-230-033).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

ACCEPTANCE OF BIDS AUTHORIZED FOR PURCHASE OF
CITY-OWNED VACANT PROPERTY AT SUNDRY
LOCATIONS.

The Committee on Land Acquisition, Disposition and Leases submitted fifteen proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith, authorizing the acceptance of bids for purchase of certain City-owned parcels of property.

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, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 48.

Nays -- None.

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

5153--5155 South Calumet Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of William J. Meyers, 77 West Washington Street, Chicago, Illinois 60602, to purchase for the sum of \$5,500.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed February 4, 1985, page 13373 described as follows:

The North 53 feet of the West 150 feet of Lot 15 in East Bayley's Subdivision of the North 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5133--5155 South Calumet Avenue, Permanent Tax No. 20-10-306-016).

Subject to covenants, zoning and building restrictions, easements and conditions, if any of record.

SECTION 2. The Mayor and City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$555.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1950 West Cermak Road.

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

SECTION 1. The City of Chicago hereby accepts the bid of Nandini Subbaraju, 9 South 541 Beller, Downers Grove, Illinois 60616, to purchase for the sum of \$5,200.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed January 14, 1982, pages 9068--9069 described as follows:

Lot 28 in Block 61 in Glover's Subdivision of the South half of Block 61 of Subdivision of the West half of the South East quarter of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1950 West Cermak Road, Permanent Tax No. 17-19-426-028).

Subject to covenants, zoning and building restrictions, easements and conditions, if any of record.

SECTION 2. The Mayor and City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$520.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1426 North Cleveland Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of M/D Ventures, an Illinois partnership, 14 West Erie Street, Chicago, Illinois 60610, to purchase for the sum of \$18,450.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed October 6, 1981, page 7314 described as follows:

Lot 41 in Block 6 in State Bank of Illinois Subdivision in the North East quarter of the North West quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1426 North Cleveland Avenue, Permanent Tax No. 17-04-122-043).

Subject to covenants, zoning and building restrictions, easements and conditions, if any of record.

SECTION 2. The Mayor and City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,845.00 submitted by said bidder to the Department of Housing, City Real Estate

Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1613 North Hudson Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Morton S. Balaban, 2518 West Peterson Avenue, Chicago, Illinois 60659, to purchase for the sum of \$136,500.00, the City-owned vacant property previously advertised pursuant to Council ordinance passed March 12, 1986, page 28570 described as follows:

Lot 11 and the South half of Lot 12 in C.A. Norton's Subdivision of the East half of Block 54 in Canal Trustee's Subdivision of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1613 North Hudson Avenue, Permanent Tax No. 14-33-331-025).

Addendum: 1613 North Hudson Avenue, (vacant property), is located within the Old Town Triangle District, a designated Chicago Landmark District and listed on the National Register of Historic Places. Under City ordinance, Chapter 43, Section 4.1, the applicant will be required to submit drawings and plans to the City Council Committee on Cultural Development and Historic Landmark Preservation for review prior to issuing any permits for construction.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$13,650.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

*1501--1505 South Komensky Avenue/4015--4019
West 15th Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Deliverence Temple Church, 4014 West 15th Street, Chicago, Illinois 60623, to purchase for the sum of \$8,000.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed October 1, 1984, pages 9855--9856 described as follows:

Lots 47, 48 and 49 in Block 8 in Our Home Addition to Chicago, being a Subdivision of the East half of the Northeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1501--1505 South Komensky Avenue/4015--4019 West 15th Street, Permanent Tax No. 16-22-230-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$800.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

800 North Milwaukee Avenue/1112 West Chicago Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of James E. Wells, 442 Wellington Avenue, Chicago, Illinois 60657, to purchase for the sum of \$35,010.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed January 16, 1986, page 26277 described as follows:

Lots 19 and 20 in Harbine and Roman's Subdivision of that part of the Southeast 1/4 lying South and West of Milwaukee Avenue of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 800 North Milwaukee Avenue/1112 West Chicago Avenue, Permanent Tax No. 17-05-415-016).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$3,501.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

7914--7924 South Phillips Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of McDonald's Corporation, a Delaware corporation, One McDonald's Plaza, Oak Brook, Illinois 60521, to purchase for the sum of \$26,000.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed September 12, 1986, pages 33861--33862 described as follows:

Parcel 1: Lots 12 to 16 in Block 4 in the 79th Street to Cheltenham Beach, being a subdn. of that part of the West 1/2 of the Baltimore & Ohio R. R. Co. of Section 31, Township 38 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois also Parcel 2: That part of the East 1/2 of the vacated alley which lies West of and adjoining Lots 12 to 16, inclusive, as set forth in Parcel 1, that accrues to said lots by virtue of being vacated by ordinance recorded as Doc. No. 10456574, (commonly known as 7914--7924 South Phillips Street, Permanent Tax No. 21-31-100- 011).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$2,600.00 submitted by said bidder to the Department of Housing, City Real Estate

Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

442 North Racine Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of James O. Bassi, 1200 West Hubbard Street, Chicago, Illinois 60622, to purchase for the sum of \$5,000.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed March 12, 1986, pages 28574--28575 described as follows:

Lot 12 in Block 2 in Hambleton's Subdivision of Lot "E" in the Circuit Court Partition of the Northwest 1/4 of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 442 North Racine Avenue, Permanent Tax No. 17-08-134-036).

Subject to covenants, zoning, and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$500.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

7827--7829 South Racine Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of New Macedonia No. 1 Missionary Baptist Church, 7831-7833 South Racine Avenue, Chicago, Illinois

60620, to purchase for the sum of \$4,100.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed February 4, 1985, pages 13382--13383 described as follows:

Lots 33, 34 and 35 (except the North 1.28 feet thereof) in Fisher and Miller's 1st Addition to West Auburn, being a subdivision of Block 25 in the Subdivision of the South East 1/4 of Section 29, Township 38 North, Range 14 East of the Third Principal Meridian, (except the North 99 feet thereof) in Cook County, Illinois (commonly known as 7827--7829 South Racine Avenue, Permanent Tax No. 20-29-424-039).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$110.00 submitted by said bidder to the Department of Housing, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

5653--5659 South Union Avenue/648--658 West 57th Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Bishop G. B. Pickens Memorial Temple, Inc., 5737 South Union Street, Chicago, Illinois 60621, to purchase for the sum of \$7,401.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed November 28, 1984, pages 11228--11229 described as follows:

The South 13 feet of Lot 21 and all of Lots 22, 23, and 24 in J. W. Farlin's Subdivision of part of the South East quarter of Lot 40 in School Trustees' Subdivision of Section 16, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5653--5659 South Union Street/648--658 West 57th Street, Permanent Tax No. 20-16-102-018).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$740.10 submitted by said bidder to the Department of Housing, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

4447 South Vincennes Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Ebenezer Missionary Baptist Church, 4501 South Vincennes Avenue, Chicago, Illinois 60653, to purchase for the sum of \$4,500.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed November 6, 1985, pages 21724--21725 described as follows:

Lot 22 and the North 6 feet of Lot 23 (except the East 44 feet) in Wirt D. Walker's Subdivision of Lot 7 in County Clerk's Division of Unsubdivided Lands in Southeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4447 South Vincennes Avenue, Permanent Tax No. 20-03-409-006).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$450.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

3125 West Warren Boulevard.

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

SECTION 1. The City of Chicago hereby accepts the bid of Healing Center Church of God in Christ, 4941 West Chicago Avenue, Chicago, Illinois 60651, to purchase for the sum of \$2,100.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed November 23, 1983, page 3613 described as follows:

Lot 57 (except the East 20 feet) and all of Lot 58 in Reed and Miner's Subdivision of Lot 24 and the South 1/2 of Lot 23 in David S. Lee and Others' Subdivision of the Southwest 1/4 of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 3125 West Warren Boulevard, Permanent Tax No. 16-12-328-012).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$210.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1136 West 18th Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Salvador Garibay, 1140 West 18th Street, Chicago, Illinois 60608, to purchase for the sum of \$9,920.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed May 14, 1986, pages 29889--29890 described as follows:

Lot 68 in Shoenberger's Subdivision of Block 1 in Assessor's Division of North 1/4 of the Southeast 1/4 of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1136 West 18th Street, Permanent Tax No. 17-20-401-045).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$992.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit check to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1028 East 46th Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Betty Riley, 4800 South Ellis Avenue, Chicago, Illinois 60615, to purchase for the sum of \$14,500.00, the City-owned vacant property previously advertised pursuant to Council ordinance passed January 16, 1986, pages 26278--26279, described as follows:

Lot 8 (except the East 45 feet 1 3/8 inches thereof) in McCormick's Subdivision of Southeasterly part of Block 6 of Subdivision by Executors of E. K. Hubbard of the East half of the Southwest quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, also the East 12 feet of part of Block 6 in Subdivision by the Executors of E. K. Hubbard of the East half of the Southwest quarter of Section 2 aforesaid as follows: Commencing at the Southwest corner of said Lot 6 as originally laid out thence North 228 feet; thence East to a point equidistant between East line of Ellis Avenue (formerly Egandale Avenue) and West line of Greenwood Avenue, said West line of Greenwood Avenue parallel with and 40 feet West of East line of said Lot 6 as originally laid out; thence South 228 feet to South line of said Lot 6 as originally laid out; thence West on South line of said Lot 6 to place of beginning (except so much as may be used as or included in public streets) in Cook County, Illinois (commonly known as 1028 East 46th Street, Permanent Tax Nos. 20-02-313-044 and 055).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$145.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1220--1239 East 70th Street/6955--6963 South Woodlawn Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Elizabeth Brewer, 1238 East 70th Street, Chicago, Illinois 60637 to purchase for the sum of \$9,900.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed March 12, 1986, page 28577, described as follows:

Lots 182 to 187, both inclusive, in Brockhaven being S. E. Gross' Subdivision of the South 23.569 Acres of that part of the West 1/2 of the Southeast 1/4 of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, lying West of Railroad in Cook County, Illinois (commonly known as 1220--1230 East 70th Street/6955--6963 South Woodlawn Avenue, Permanent Tax No. 20-23-410-039).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$990.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

AUTHORITY GRANTED TO ADVERTISE FOR SALE CITY-OWNED
VACANT PROPERTY AT SUNDRY LOCATIONS.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass twenty-three proposed ordinances transmitted herewith, authorizing the Department of Housing, City Real Estate Section, to advertise for sale City-owned vacant property at sundry locations.

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, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

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

535 North Albany Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 35 in Cairnduff & Lakeman's Subdivision of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 535 North Albany Avenue, Permanent Tax No. 16-12- 108-009).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

1256 North Artesian Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 1 in Block 7 in Winslow and Jacobson's Subdivision of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1256 North Artesian Avenue, Permanent Tax No. 16-01-228-018).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

224 North California Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 20 in Graydon and Lawson's Subdivision of Block 15 in D. S. Lee and Others Subdivision of the South West 1/4 of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 224 North California Avenue, Permanent Tax No. 16- 12-316-018).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

1734 North Clybourn Avenue.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 54 in Winston's Subdivision of Block 7 in Sheffield's Addition to Chicago in the Southeast quarter of Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1734 North Clybourn Avenue, Permanent Tax No. 14-32-423-038).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

4725--4727 South Drexel Boulevard.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 3 in the Resubdivision of Lots 11 to 26, in Block 1 in Sherman Cooper's Drexel Boulevard Add'n. to Chicago in the Northwest 1/4 of Section 11, Township 38 North,

Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4725--4727 South Drexel Boulevard, Permanent Tax No. 20-11-101-004).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

4735--4739 South Drexel Boulevard.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 4 Resubdivision of Lots 11 to 26, in Block 1 in Sherman T. Cooper's Drexel Boulevard Addition to Chicago in the Northwest quarter of Section 11, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4735--4739 South Drexel Boulevard, Permanent Tax No. 20-11-101-005).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

2036--2038 West Grand Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 84 and 85 in Winslow's Subdivision of part of Block 21 in the Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, according to the Map of said Subdivision recorded July 17, 1969 as Document No. 19633 in Book 170 of Maps page 46, in Cook County, Illinois (commonly known as 2036--2038 West Grand Avenue, Permanent Tax No. 17-07-124-023).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

3801 South Indiana Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 20 in Pickett's Resubdivision of Lots 1 to 19 both inclusive in Holmes Subdivision of the West half of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3801 South Indiana Avenue, Permanent Tax No. 17-34-324-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

3847 South Indiana Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 1 in Pickets Subdivision of Lots 1 to 19 in Holmes Subdivision of the West half of the Southwest quarter of the Southwest quarter of the Southwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3847 South Indiana Avenue, Permanent Tax No. 17-34-324-019).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

2446 South Jackson Boulevard.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary,

appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The East 1/2 of Lot 36 in Circuit Court Partition of Lot 11 in Block 7 in Rockwells Addition to Chicago of Section 13, Township 39 North, Range 13 and Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2446 West Jackson Boulevard, Permanent Tax No. 16-13-215-024).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

1505 South Karlov Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 47 in Block 7 in Our Home Addition to Chicago, in Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1505 South Karlov Avenue, Permanent Tax No. 16-22-229-003).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

6646--6654 South Kenwood Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 10 and 11 in Block 11 in Oglesby's Subdivision of Blocks 10 and 11 in Wait and Bowen's Subdivision of that part of the West 1/2 of the Northeast 1/4 of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, lying West of the Illinois Central Railroad in Cook County, Illinois, (commonly known as 6646--6654 South Kenwood Avenue, Permanent Tax No. 20-23-223-026).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

*2300--2312 South Michigan Avenue/
31--65 East 23rd Street.*

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

That part of Lot 1 in Assessor's Division of Block 22 in Canal Trustee's Subdivision of the West 1/2 of Section 27, Township 39 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: Commencing at the intersection of the South line of 23rd Street with West line of Michigan Avenue 100 feet; thence West parallel with the South line of 23rd Street with West line of Michigan Avenue 100 feet; thence West parallel with the south line of 23rd Street 179.1 feet more or less to the East line of Alley; thence North on the East line of said Alley 100 feet to the South line of 23rd Street; thence East along the South line of 23rd Street 179.1 feet more or less to the point of beginning in Cook County, Illinois (commonly known as 2300--

2312 South Michigan Avenue/31--65 East 23rd Street, Permanent Tax Nos. 17-27-109-006 and 007).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

817 North Milwaukee Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 8 in Block 8 in Elston Addition to Chicago in the West half of the Southeast quarter of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 817 North Milwaukee Avenue, Permanent Tax No. 17-05-416-008).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

212 North Parkside Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 7 in the Subdivision of the East half of Block 8 in Frink's Resubdivision of the North 36 1/4 acres of the East half of the South East quarter of Section 8, and the North 36 1/4 acres of the West half of the South West quarter of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, being a Resubdivision of Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Superior Court Partition of the above described land and known as Frink's Subdivision, in Cook County, Illinois (commonly known as 212 North Parkside Avenue, Permanent Tax No. 16-08-410-022).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

1344 South Pulaski Road.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 19 in Block 8 in William A. Merigold's Resubdivision of the North 50 Acres of the East 1/2 of the Northeast 1/4 of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1344 South Pulaski Road, Permanent Tax No. 16-22-215-038).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

956 North Racine Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 42 in Joseph Dinets Subdivision of the East 1/2 of Block 24 in Canal Trustee's Subdivision of the West 1/2 of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, also known as Lot 42 in Block 12 in Elston Addition to Chicago in Sections 4 and 5, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 956 North Racine Avenue, Permanent Tax No. 17-05-318-026).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

2444--2454 West Roosevelt Road.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 13, 14, 15, 16, 17 and 18 of Subdivision of Lots 16 to 31 in Rawson's Subdivision of Block 4 of South West Rawson's Subdivision of the East half of the Southeast quarter of the Southeast quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2444--2454 West Roosevelt Road, Permanent Tax Nos. 16-13-427-032, 029, 030, 031, 028 and 027).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

1634 South Troy Street/3139 West Ogden Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 42 to 45 in Block 6 in Resubdivision of Blocks 6, 7, 16 and 17 in Douglas Park Addition to Chicago in Section 23, and Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1634 South Troy Street/3139 West Ogden Avenue, Permanent Tax No. 16-24-301-006).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

1251 South Tripp Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 26 in Block 1 in Francis P. Casey's Subdivision of Blocks 1, 2, 3 and 4 in L. C. Paine Freer (as receiver) subdivision of the West half of the Northeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1251 South Tripp Avenue, Permanent Tax No. 16-22-203-025).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

1858 North Washtenaw Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 1 in Block 1 in Peugeot's Subdivision of the North 1/2 of Block 3 in Borden's Subdivision of the West 1/2 of the Southeast 1/4 of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1858 North Washtenaw Avenue, Permanent Tax No. 13-36-410-024).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

337 West 37th Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 2 in Block 1 in Albert's Crane's Subdivision of the Northwest quarter of Block 29 in Canal Trustee's Subdivision of the West half of the Southwest quarter of Section 33, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 337 West 37th Street, Permanent Tax No. 17-33-409-009).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

1002 East 41st Place/4107 South Ellis Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 17 & Lot 18 in Cairnduff's 41st Street Illinois Central Add'n. to Chicago in Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1002 East 41st Place/4107 South Ellis Avenue, Permanent Tax Nos. 20-02-114-001 and 002).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

COMMITTEE ON LOCAL TRANSPORTATION.

APPOINTMENT OF MR. STANLEY J. HALLETT TO COMMUTER RAIL SERVICE BOARD APPROVED.

The Committee on Local Transportation submitted the following report:

CHICAGO, January 12, 1987.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a communication signed by Mayor Harold Washington under date of December 18, 1986 (which was referred on December 18, 1986) appointing Mr. Stanley J. Hallett to the Commuter Rail Service Board to complete the term of the late Edward Brabec, begs leave to recommend that Your Honorable Body *Approve* the said appointment of Mr. Hallett.

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

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the committee's recommendation was *Concurred In* and said appointment of Mr. Stanley J. Hallett to the Commuter Rail Service Board 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, Garcia, Krystyniak, Henry, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Mell, Bitoy, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schuler, Volini, Orr, Stone -- 44.

Nays -- None.

AUTHORITY GRANTED FOR INSTALLATION OF BUS
PASSENGER SHELTERS AT SPECIFIED
LOCATIONS.

The Committee on Local Transportation submitted two proposed orders (under separate committee reports) recommending that the City Council pass said proposed orders transmitted therewith.

On motion of Alderman Natarus, each of the said proposed orders 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following are said orders as passed:

Ordered, That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the installation of a bus passenger shelter on the northeast corner of South Archer Avenue and South Pulaski Road.

Ordered. That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the erection of a bus passenger shelter in front of Building 1 -- Winston Towers -- 6933 North Kedzie Avenue.

AUTHORITY GRANTED FOR ESTABLISHMENT OF
TAXICAB STAND 569 ON PORTION
OF EAST OHIO STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, January 12, 1987.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on December 10, 1986) for the establishment of Taxicab Stand No. 569 on East Ohio Street, along the south curb, from a point 43 feet east of the west building line of the property known as 445 East Ohio Street to a point 36 feet east thereof--2 vehicles, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

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

Stand No. 569

On East Ohio Street, along the south curb from a point 43 feet east of the west building line of the property known as 445 East Ohio Street to a point 36 feet east thereof -- 2 vehicles.

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

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-373 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than two hundred dollars for each offense".

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

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The First Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

*Referred -- ESTABLISHMENT OF LOADING ZONES AT
SUNDRY LOCATIONS.*

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman**Location, Distance and Time****ROTI (1st Ward)**

South Clark Street (south side) from a point 280 feet south of West Harrison Street to a point 50 feet south thereof -- at all times;

South Green Street (west side) from a point 30 feet north of West Van Buren Street to a point 100 feet north thereof -- at all times;

West Polk Street (south side) from a point 38 feet west of West Polk Street to a point 50 feet west thereof -- at all times;

West Van Buren Street (south side) from a point 90 feet west of South Morgan Street to a point 25 feet west thereof -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;

West Van Buren Street (south side) from a point 90 feet west of South Morgan Street to a point 25 feet west thereof -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;

HUELS (11th Ward)

South Paulina Street (west side) at 3702 - 8:00 A.M. to 5:00 P.M. -- Monday through Friday;

SOLIZ (25th Ward)

West Cermak Road from 2710 to 2712 -- for a distance of 50 feet -- 9:00 A.M. to 9:00 P.M. -- at all times;

GUTIERREZ (26th Ward)

North Humboldt Boulevard at 1759 -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday;

North Rockwell Street at 1800 (at either side of driveway) -- 8:00 A.M. to 5:00 P.M. -- Monday through Saturday;

Alderman	Location, Distance and Time
<i>SANTIAGO</i> (31st Ward)	North Milwaukee Avenue at 2639 -- 6:30 A.M. to 7:00 P.M. -- Monday through Saturday;
<i>LAURINO</i> (39th Ward)	North Kedzie Avenue at 5014 -- at all times;
<i>NATARUS</i> (42nd Ward)	West Huron Street at 410 -- two signs 60 feet apart -- at all times;
<i>MC LAUGHLIN</i> (45th Ward)	West Lawrence Avenue (south side) at 5933 for a distance of 35 feet -- at all times;
<i>SCHULTER</i> (47th Ward)	West Berteau Avenue (north side) from North Western Avenue to a point 110 feet east thereof -- 11:00 A.M. to 4:00 P.M. -- at all times;
<i>ORR</i> (49th Ward)	West Glenlake Avenue (north side) from a point 150 feet west of North Broadway to a point 50 feet west thereof -- 6:00 A.M. to 7:00 P.M. -- Monday through Saturday.

DISCONTINUANCE OF ONE WAY TRAFFIC RESTRICTION
ON PORTIONS OF SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to discontinue the restriction on the movement of vehicular traffic, allowing the flow of traffic to proceed in both directions, on portions of specified streets, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Direction
<i>GARCIA</i> (22nd Ward)	South Albany Avenue from West 30th Street to West 31st Street -- southerly;
	South Harding Street from 2600 South to 2700 South -- southerly;
	South Troy Street from West 26th Street to West 31st Street -- southerly;

Alderman

Location and Direction

LAURINO (39th Ward)

"T" alley behind North Sauganash Avenue from North Kedvale Avenue to North Keeler Avenue -- northerly.

OBERMAN (43rd Ward)

North Fremont Street from West Willow Street to North Bissell Street -- southerly.

Referred -- INSTALLATION OF PARKING METERS AT
4118 NORTH CICERO AVENUE.

Alderman McLaughlin (45th Ward) presented a proposed order for the installation of parking meters in front of 4118 North Cicero Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF PARKING METERS AT
SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders for the removal of parking meters at the locations designated, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location

KELLEY (20th Ward)

South Cottage Grove Avenue (at either end of driveway) from 6325 to 6359;

NATARUS (42nd Ward)

West Ontario Street (south side) from North Wells Street to North Orleans Street.

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)

East Adams Street (south side) from a point 137 feet west of South Wabash Avenue to a point 36 feet west thereof;

Alderman	Location and Distance
	South Calumet Avenue (west side) from a point 30 feet north of East Cermak Road to a point 105 feet north thereof;
<i>SAWYER</i> (6th Ward)	South Greenwood Avenue (west side) at 7128 -- (except for handicapped);
<i>HUMES</i> (8th Ward)	South Dorchester Avenue at 8053 -- (except for handicapped);
	South Ellis Avenue at 8016 -- (except for handicapped);
	South Kimbark Avenue at 8721 -- (except for handicapped);
<i>HUTCHINSON</i> (9th Ward)	South Prairie Avenue at 10425 -- (except for handicapped);
<i>HUELS</i> (11th Ward)	South Bonfield Street at 2938 -- (except for handicapped);
	South Racine Avenue at 3151 -- (except for handicapped);
	South Union Avenue at 4520 -- (except for handicapped);
	West 32nd Place at 916 -- (except for handicapped);
<i>MADRZYK</i> (13th Ward)	South Long Avenue (east side) at 6453 -- (except for handicapped);
<i>BURKE</i> (14th Ward)	South Rockwell Street at 6436 -- (except for handicapped);
<i>CARTER</i> (15th Ward)	South Oakley Avenue at 6954 -- (except for handicapped);
<i>LANGFORD</i> (16th Ward)	South Morgan Street at 7044 -- (except for handicapped);
<i>KELLAM</i> (18th Ward)	South Throop Street at 8605 -- (except for handicapped);

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NEW BUSINESS PRESENTED BY ALDERMEN

38829

Alderman

Location and Distance

KRYSTYNIAK (23rd Ward)

South Harding Avenue at 4749 -- (except for handicapped);

South Luna Avenue (both sides) from South Archer Avenue to the first alley north thereof;

HENRY (24th Ward)

West Arthington Street at 3025 -- (except for handicapped);

West Lexington Street at 3100 -- (except for handicapped);

SOLIZ (25th Ward)

South California Avenue (west side) at 2122 -- (except for handicapped);

West 21st Street (north side) at 2602 -- (except for handicapped);

West 23rd Street (south side) at 2611 -- (except for handicapped);

SANTIAGO (31st Ward)

West Potomac Avenue at 3226 -- (except for handicapped);

GABINSKI (32nd Ward)

West Homer Street (north side) at 2222 -- (except for handicapped);

North Honore Street at 3057 -- (except for handicapped);

North Milwaukee Avenue at 1615--1623 -
- (at either side of driveway);

North Paulina Street at 1444 -- (except for handicapped);

KOTLARZ (35th Ward)

North Monticello Avenue (east side) -- (except for handicapped);

North Tripp Avenue (west side) at 3454 -- (except for handicapped);

BANKS (36th Ward)

North Narragansett Avenue (west side) at 1848 -- (except for handicapped);

Alderman	Location and Distance
	North Orange Avenue at 3221 -- (except for handicapped);
<i>GILES</i> (37th Ward)	North Keystone Avenue at 905 -- (except for handicapped);
<i>CULLERTON</i> (38th Ward)	North Long Avenue at 3937 --(except for handicapped);
<i>LAURINO</i> (39th Ward)	North Keystone Avenue (west side) at 4650 -- (except for handicapped); West Sunnyside Avenue (south side) at 4933 -- (except for handicapped);
<i>PUCINSKI</i> (41st Ward)	North Potawatomie Avenue (west side) at 5200 -- (except for handicapped);
<i>NATARUS</i> (42nd Ward)	North Wieland Street at 1502 -- (except for handicapped); East Huron Street at 30 -- (tow zone); West Huron Street at 441 from a point 40 feet west of the entrance to a point 20 feet west thereof -- (tow zone);
<i>OBERMAN</i> (43rd Ward)	North Howe Street at 1839 -- (at either side of driveway); North Fremont Street (east side) from West Willow Street to North Bissell Street;
<i>HANSEN</i> (44th Ward)	West Aldine Street at 732 -- (except for handicapped);
<i>MC LAUGHLIN</i> (45th Ward)	North Kilbourn Avenue (east side) -- at 4547;
<i>ORBACH</i> (46th Ward)	North Broadway (west side) -- at 4112 to 4116; West Buena Avenue (north side) -- at 922 (driveway);

Alderman	Location and Distance
	North Pine Grove Avenue (west side) -- at 3732 (driveway -- tow zone);
SCHULTER (47th Ward)	North Lincoln Avenue (west side) from West Cullom Avenue to 4204 -- (driveway);
VOLINI (48th Ward)	North Clark Street at 4749 approximately 100 feet -- (tow zone);
ORR (49th Ward)	West Fargo Avenue (north side) at 2100 - (except for handicapped);
STONE (50th Ward)	West Fitch Avenue at 2905 -- (except for handicapped).

Referred -- PROHIBITION OF 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
KRYSTYNIAK (23rd Ward)	South Luna Avenue (both sides) from South Archer Avenue to the first alley north thereof -- 7:00 A.M. to 9:00 A.M.;
SOLIZ (25th Ward)	West 20th Place (both sides) from 900 west to the viaduct -- 7:30 A.M. to 5:30 P.M. -- Monday through Friday;
NATARUS (42nd Ward)	West Illinois Street at 11 -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday (except for handicapped).

Referred -- DISCONTINUANCE OF PARKING PROHIBITION DURING SPECIFIED HOURS ON PORTION OF WEST 48TH STREET.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to discontinue the parking prohibition during specified hours on both sides of West 48th Street, from South Pulaski Road to the first alley east thereof, from 7:00 A.M. to 9:00 A.M. on Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING
ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish residential permit parking zones for vehicles at the locations designated, for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
<i>SANTIAGO</i> (31st Ward)	North Kilbourn Avenue (both sides) blocks 1000 and 1100 -- 6:00 P.M. to 9:00 P.M. -- Sundays;
	North Kostner Avenue (both sides) blocks 1000 and 1100 -- 6:00 P.M. to 9:00 P.M. -- Sundays;
	West Haddon Avenue (both sides) blocks 4400 and 4500 -- 6:00 P.M. to 9:00 P.M. -- Sundays;
	West Thomas Street (both sides) blocks 4400 and 4500 -- 6:00 P.M. to 9:00 P.M. -- Sundays;
	West Cortez Street (both sides) blocks 4400 and 4500 -- 6:00 P.M. to 9:00 P.M. -- Sundays;
<i>BANKS</i> (36th Ward)	North Rutherford Avenue (both sides) from north of West Medill Avenue to the alley south of West Grand Avenue --at all times;
<i>PUCINSKI</i> (41st Ward)	West Balmoral Avenue (both sides) between North Mont Clare Avenue and North Nordica Avenue -- at all times;
	West Rascher Avenue (both sides) of the 7300 block -- at all times.

Referred -- DISCONTINUANCE OF RESIDENTIAL PERMIT
PARKING ZONE ON PORTION OF
WEST HERMIONE STREET.

Alderman Pucinski (41st Ward) presented a proposed ordinance to discontinue the residential permit parking zone on West Hermione Street, between North Milwaukee Avenue and North Nagle Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DESIGNATION OF SERVICE DRIVE/DIAGONAL
PARKING AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to designate service drives and permit diagonal parking in said locations, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
MADRZYK (13th Ward)	West 57th Street (both sides) from the Belt Railroad to the first alley east thereof and from South Kolmar Avenue to the first alley west thereof;
GARCIA (22nd Ward)	West 26th Street (south side) from alongside 2600 South Springfield Avenue to the first north/south alley west thereof;
SOLIZ (25th Ward)	West 21st Street (north side) from South Western Avenue to South Rockwell Street.

Referred -- AMENDMENT OF DIAGONAL PARKING ON
PORTION OF SOUTH MAYFIELD AVENUE.

Alderman Madrzyk (13th Ward) presented a proposed ordinance to establish diagonal parking on both sides of South Mayfield Avenue from West 63rd Street to the first alley north thereof (instead of the west side), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUANCE OF SERVICE DRIVE/DIAGONAL
PARKING AT 4500 WEST 57TH STREET.

Alderman Madrzyk (13th Ward) presented a proposed ordinance to discontinue the service drive/diagonal parking at 4500 West 57th Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF SPEED LIMITATION ON
SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to limit the speed of vehicles at all times on specified streets, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Street, Limit and Speed
LANGFORD (16th Ward)	South Normal Avenue -- 6600 block -- 20 miles per hour -- at all times;
SOLIZ (25th Ward)	South Fairfield Avenue from West 12th Place to West 14th Street -- 20 miles per hour -- at all times.

Referred -- ESTABLISHMENT OF TOW AWAY ZONES
AT SPECIFIED LOCATIONS.

Alderman W. Davis (27th Ward) presented proposed orders to establish tow away zones at all times at the locations designated, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

South Paulina Street (Both sides)	From West Harrison Street to West Polk Street;
West Harrison Street (Both sides)	From South Wood Street to South Ashland Avenue;
South Wood Street (Both sides)	From West Harrison Street to West Congress Parkway;
West Congress Parkway (Both sides)	From South Wood Street to South Ashland Avenue;
South Wood Street (East side)	From West Polk Street to West Harrison Street.

Referred -- INSTALLATION OF AUTOMATIC TRAFFIC CONTROL
SIGNALS AT SPECIFIED INTERSECTIONS.

The aldermen named below presented proposed orders for the installation of automatic traffic control signals at specified intersections, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Automatic Signal
SOLIZ (25th Ward)	West Cermak Road and South Oakley Avenue -- flashing red lights;
W. DAVIS (27th Ward)	South Paulina Street and West Congress Parkway -- automatic traffic control signals with walk and actuated push button controls.

Referred -- SURVEY FOR INSTALLATION OF TRAFFIC CONTROL
SIGNALS AT INTERSECTION OF WEST CATALPA AVENUE
AND NORTH ASHLAND AVENUE.

Alderman O'Connor (40th Ward) presented a proposed order directing the Commissioner of Public Works to conduct a survey to determine the feasibility of installing automatic traffic control signals at the intersection of West Catalpa Avenue and North Ashland Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- INSTALLATION OF TRAFFIC SIGNS AT
SPECIFIED 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
EVANS (4th Ward)	East 53rd Street and South Hyde Park Boulevard -- "No Turn on Red";
SAWYER (6th Ward)	South Blackstone Avenue at the intersection of East 73rd Street -- "Stop"; South Dorchester Avenue at the intersection of East 72nd Street -- "Stop"; Intersection of East 82nd Street (one-way street/westerly) and South Langley Avenue (one-way street/northerly) -- "Stop";
BEAVERS (7th Ward)	Intersection of South Kingston Avenue and East 78th Street -- "Stop";

Alderman

Location and Type of Sign

HUMES (8th Ward)

East 86th Street from South Cottage Grove Avenue to South Ingleside Avenue -- "One Way";

Intersection of East 86th and South Drexel Avenue -- "Stop";

HUTCHINSON (9th Ward)

Intersection of East 106th Street and South Corliss Avenue -- "3-Way Stop";

West 126th Street at the intersection of South Emerald Avenue -- "Stop";

Intersection of South Michigan Avenue and East 105th Street -- "2-Way Stop";

Intersection of East 109th Street and South Wabash Avenue -- "3-Way Stop";

MADRZYK (13th Ward)

Intersection of South Karlov Avenue and West 57th Street -- "2-Way Stop";

South Kenneth Avenue at West 61st Street -- "Stop";

Intersection of West 66th Street and South Kenneth Avenue -- "2-Way Stop";

Intersection of South St. Louis Avenue and West 53rd Street -- "2-Way Stop";

BURKE (14th Ward)

Intersection of South Fairfield Avenue and West 54th Street -- "Stop";

West 64th Street at South Maplewood Avenue -- "Stop";

Intersection of West 58th Street and South Mozart Street -- "Stop";

Intersection of South Fairfield Avenue and West 64th Street -- "Stop";

LANGFORD (16th Ward)

Intersection of West 67th Street and South Bishop Street -- "Stop";

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NEW BUSINESS PRESENTED BY ALDERMEN

38837

Alderman

Location and Type of Sign

SHEAHAN (19th Ward)

Intersection of West 111th Street and South Hermosa Avenue -- "2-Way Stop";

Intersection of West 108th Street and South Homan Avenue -- "4-Way Stop";

Intersection of West 101st Street and South Seeley Avenue -- "4-Way Stop";

Intersection of South Talman Avenue and West 114th Street -- "2-Way Stop";

GARCIA (22nd Ward)

West 28th Street intersecting South Kenneth Avenue -- "No Outlet";

West 28th Street at the intersection of South Tripp Avenue -- "Stop";

KRYSTYNIAK (23rd Ward)

West 56th Street, West 57th Street, South Neva Avenue and South Harlem Avenue -- "Thru Traffic Prohibited";

SOLIZ (25th Ward)

West 12th Place and South Fairfield Avenue -- "Slow-Children Crossing";

Intersection of West 14th Street and South Fairfield Avenue -- "4-Way Stop";

Intersection of West 24th Street and South Oakley Avenue -- "4-Way Stop";

GUTIERREZ (26th Ward)

North Campbell Avenue and West Division Street -- "Stop";

Intersection of West Hirsch Street and South Claremont Avenue (one-way street/southerly) -- "3-Way Stop";

Intersection of West Le Moyne Street and North Claremont Avenue (one-way street/southerly) -- "3-Way Stop";

GABINSKI (32nd Ward)

West Cortez Street at the intersection of North Hoyne Avenue -- "Stop";

West Dickens Avenue at the intersection of North Hoyne Avenue -- "Stop";

Alderman

Location and Type of Sign

West Fullerton Avenue (both sides)
between North Ashland Avenue and
North Bosworth Avenue -- "No Parking";

North Leavitt Street at the intersection
of West Fletcher Street -- "Stop";

West Lyndale Avenue at the intersection
of North Hamilton Avenue -- "Stop";

West McLean Avenue at the intersection
of North Hoyne Avenue -- "Stop";

North Paulina Street at the intersection
of West Walton Street -- "Stop";

West Walton Street at the intersection of
North Greenview Avenue -- "Stop";

KOTLARZ (35th Ward)

Intersection of North Keeler Avenue and
West Addison Street -- "No Turn On
Red";

Intersection of North Kilpatrick Avenue
and West Waveland Avenue -- "Stop";

Intersection of North Lawndale Avenue
and West School Street -- "4- Way Stop";

GILES (37th Ward)

Intersection of West Huron Street and
North Monticello Avenue -- "Stop";

Intersection of West Ohio Street and
North Ridgeway Avenue -- "4- Way Stop";

CULLERTON (38th Ward)

Intersection of West Grace Street and
North Oleander Avenue -- "4- Way Stop";

West Lawrence Avenue (one-way
street/westerly) at the intersection of
North Narragansett Avenue -- "Stop";

O'CONNOR (40th Ward)

Intersection of North Artesian Avenue
and West Glenlake Avenue -- "Stop";

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NEW BUSINESS PRESENTED BY ALDERMEN . 38839

Alderman	Location and Type of Sign
NATARUS (42nd Ward)	Intersection of North Franklin Street and West Chicago Avenue -- "4-Way Stop";
MC LAUGHLIN (45th Ward)	West Gettysburg Avenue and North Lieb Avenue for westbound traffic only -- "Stop";
	Intersection of West Strong Street and North Oak Park Avenue -- "3- Way Stop";
VOLINI (48th Ward)	Intersection of North Greenvew Avenue and West Norwood Avenue -- "2-Way Stop";
STONE (50th Ward)	Intersection of North Campbell Avenue and West Jarvis Avenue -- "2-Way Stop".

Referred -- WEIGHT LIMITATIONS ESTABLISHED ON
PORTIONS OF SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to fix a weight limitation of five tons for trucks and commercial vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
HAGOPIAN (30th Ward)	North-south streets between North Central Avenue and North Laramie Avenue from West Fullerton Avenue and West Diversey Avenue;
MELL (33rd Ward)	West Schubert Avenue between North Kedzie Avenue and North Sacramento Boulevard;
OBERMAN (43rd Ward)	West Arlington Place at 400 block.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF
PARTICULAR AREAS.

The aldermen named below presented eleven 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 LAURINO (39th Ward):

To classify as an R3 General Residence District instead of an R2 Single Family Residence District the area shown on Map No. 15-K bounded by

North Lowell Avenue; south on North Lowell Avenue; parallel to North Kildare on the east; to a point touching the right-of-way of the tracks and a line northwest following the right-of-way to the point of origin; contiguous to R3 section on Northwest Sauganash Avenue.

BY ALDERMAN OBERMAN (43rd Ward):

To classify as an R4 General Residence District instead of a C1-2 Restricted Commercial District the area shown on Map No. 7-G bounded by

a line 74 feet south of West Altgeld Street; North Sheffield Avenue; West Montana Street; and the alley next west of and parallel to North Sheffield Avenue.

To classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 7-G bounded by

the alley next north of and parallel to West Fullerton Avenue; North Surrey Court; West Fullerton Avenue; and a line 110 feet west of North Surrey Court.

To classify as an R4 General Residence District instead of a C1-2 Restricted Commercial District the area shown on Map No. 7-G bounded by

West Schubert Avenue; the west line of the right-of-way of the C.T.A.; a line 50 feet north of the alley next north of and parallel to West Wrightwood Avenue; and North Sheffield Avenue.

To classify as a B4-3 Restricted Service District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 7-G bounded by

the alley next north of West Altgeld Avenue; a line 100 feet east of North Sheffield Avenue; West Altgeld Avenue; the east line of the right-of-way of the C.T.A.; the alley next north of and parallel to West Fullerton Avenue; North Sheffield Avenue; West Montana Avenue; a line 112.92 feet east of North Sheffield Avenue; the alley next north of and parallel to West Montana Avenue; and North Sheffield Avenue.

To classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 7-G bounded by

the alley next north of and parallel to West Fullerton Avenue; a line 173.3 feet west of North Seminary Avenue; West Fullerton Avenue; and a line 204.3 feet east of North Racine Avenue.

To classify as a B4-3 Restricted Service District instead of a C1-3 Restricted Commercial District the area shown on Map No. 7-G bounded by

West Diversey Parkway; North Halsted Street; a line 398 feet south of West Diversey Parkway; the alley next west of and parallel to North Halsted Street; the alley next south of and parallel to West Diversey Parkway; and a line 96 feet west of North Dayton Street.

To classify as a B3-2 General Retail District instead of a C1-2 Restricted Commercial, M1-2 Restricted Manufacturing and R4 General Residence Districts the area shown on Map No. 7-G bounded by

West Montana Street; North Sheffield Avenue; West Fullerton Avenue; a line 116.6 feet east of North Seminary Avenue; the alley next north of and parallel to West Fullerton Avenue; and a line 72.7 feet west of the alley next west of and parallel to North Sheffield Avenue or the line thereof if extended where no alley exists.

To classify as a B4-3 Restricted Service District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 7-G bounded by

the alley next south of and parallel to West Wrightwood Avenue; the alley next southwest of North Lincoln Avenue; the alley next north of the alley next north of and parallel to West Altgeld Street; and North Sheffield Avenue.

To classify as a B4-3 Restricted Service District instead of a C1-2 Restricted Commercial District the area shown on Map No. 7-G bounded by

West Diversey Parkway; the alley next west of and parallel to North Seminary Avenue; the alley next northeast of and parallel to North Lincoln Avenue; West Diversey School Court; the alley next west of and parallel to North Seminary Avenue; the alley next south of West Diversey School Court; the alley next northeast of and parallel to North Lincoln Avenue; the east-west alley 213.5 feet north of the intersection of North Kenmore Avenue and North Lincoln Avenue as measured along the west side of North Kenmore Avenue; West Wrightwood Avenue; the alley next east of and parallel to North Seminary Avenue; the alley next southwest of North Lincoln Avenue; the alley next north of the alley next north of and parallel to West Wrightwood Avenue; North Seminary Avenue; West Schubert Avenue; the alley next southwest of North Lincoln Avenue; the alley next north of and parallel to West Schubert Avenue; North Racine Avenue; a line 98 feet south of West Diversey Parkway; and North Magnolia Avenue.

To classify as a B4-3 Restricted Service District instead of C1-2 and C1-3 Restricted Commercial Districts the area shown on Map No. 7-G bounded by

a line 50 feet north of the alley next north of and parallel to West Wrightwood Avenue; the alley next west of and parallel to North Wilton Avenue; the alley next north of and parallel to West Wrightwood Avenue; North Wilton Avenue; West Wrightwood Avenue; the east right-of-way line of the C.T.A.; the alley next south of and parallel to West Wrightwood Avenue; a line 770 feet west of the alley next west of and parallel to North Halsted Street; West Lill Avenue; a line 565 feet west of the alley next west of and parallel to North Halsted Street; the alley next south of and parallel to West Lill Avenue; a line 575 feet west of North Halsted Street; West Altgeld Street; the alley next west of and parallel to North Lincoln Avenue; a line from a point 3 feet northwest of West Altgeld Street along the east line of the alley next west of and parallel to North Lincoln Avenue, to a point 116.5 feet northwest of West Altgeld Street along the west line of North Lincoln Avenue; North Lincoln Avenue; and North Sheffield Avenue.

3. CLAIMS.

Referred-- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented seventy-nine 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;
EVANS (4th Ward)	Barclay Condominium Homeowners Association; 1310--1312 East 54th Place Condominium Association;
BLOOM (5th Ward)	5458--5460 Hyde Park Condominium Association;
HUMES (8th Ward)	Association of Owners 8210--8216 South Jeffery Condominium;
HUELS (11th Ward)	Charlotte Kropidlowski;
MADRZYK (13th Ward)	Kathleen Thompson;
KELLAM (18th Ward)	Timothy T. Swiontek;
SHEAHAN (19th Ward)	Mrs. Loretta Thomas;

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NEW BUSINESS PRESENTED BY ALDERMEN

38843

Alderman

Claimant

KRYSTYNIAK (23rd Ward)

Mary Lilviak;

6638 West 64th Place Corporation;

GUTIERREZ (26th Ward)

Genevieve Bujak;

SANTIAGO (31st Ward)

Delores Bengochea;

GABINSKI (32nd Ward)

Jeff Englebrecht;

Ralph Marnell;

Stanley Slomiany;

BANKS (36th Ward)

Cornelia Courts Condominiums No. 1;

Nottingham Manor Condominium
Association;

CULLERTON (38th Ward)

Addison Heritage Condominium
Association;

Portage Manor Condominium;

PUCINSKI (41st Ward)

Helen D. Wojcik;

6820 West Raven Condominium
Association;

Edison Parker No. 1 Condominium
Association;

5940 Building Association;

Northwest Point Condominium
Association;

Innisbrook Condominium Association
No. 1;

Fountain Place Condominium
Association;

6853--6855 Olmstead Condominium
Association;

Alderman

Claimant

NATARUS (42nd Ward)

Birch Tree Manor No. 4 Condominium
Association;Forest Towers Condominium
Association No. 1;

Kim Litwark;

161 Chicago Avenue East Condominium
Association;

Newberry Mansion, Incorporated (2);

20 East Cedar Condominium
Association;Faulkner House Condominium
Association (2);Lowell House Condominium
Association;1300 North LaSalle Condominium
Association;The 100 Bellevue Place Condominium
Association;The Carlyle Apartments Homeowners
Association (2);990 Lake Shore Drive Homeowners
Association;

OBERMAN (43rd Ward)

1350 Astor Cooperative Apartments,
Incorporated;1335 Astor Cooperative Apartments,
Incorporated;2016 Cleveland Condominium
Association;1411 State Parkway Condominium
Association;

1419 North Parkway Condominium

1/16/87

NEW BUSINESS PRESENTED BY ALDERMEN

38845

Alderman

Claimant

Association;

1516 State Parkway Condominium
Association;

1448 Lake Shore Drive Building
Corporation;

515 Wrightwood Condominium
Association;

Sheffield Lofts Condominium;

Ambassador House Condominium;

1400 State Parkway Condominium
Association;

MC LAUGHLIN (45th Ward)

Windsor Courts Condominium No. 2;

Fountainaire Condominium;

Higgins Manor Association;

Kings Corner Condominium;

4850--4852--4854 North Linder
Building;

Byron Courts Condominiums;

ORBACH (46th Ward)

Augusta Condominium Association;

SCHULTER (47th Ward)

Saxony Court Condominium
Association;

VOLINI (48th Ward)

Beach Point Tower Condominium
Association;

ORR (49th Ward)

1720--1722 Estes Homeowners
Association;

Jarvis Court Condominium Association;

1330 Fargo Condominium;

Greenleaf Court Condominium

Alderman

Claimant

Association;

Lifestyle 2 Condominium;

North Shore Avenue Condominium
Association;Farwell Beach Condominium
Association;

Marbella Condominium Association;

Glenwood Condominium and Health
Club;Farwell Estates Condominium
Association;

Lunt-Lake Apartments Trust;

1340 Touhy Condominium;

STONE (50th Ward)

Winston Towers No. 5 Condominium
Association;Granville Courts Condominium East
Association;7312--7314 North Ridge Condominium
Association;Winston Towers No. 3 Condominium
Association;

7522 Ridge Building Corporation.

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):

**DRAFTING OF ORDINANCE FOR VACATION OF
SPECIFIED PUBLIC WAYS.**

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 north 261.59 feet, more or less, of South Miller Street lying between West Vernon Park Place and West Polk Street also all public alleys in the block bounded by West Vernon Park Place, West Polk Street, South Miller Street and South Morgan Street, also the east 117.16 feet of the east-west 10-foot public alley together with all of the north-south 12-foot public alley in the block bounded by West Vernon Park Place, West Polk Street, South Carpenter Street and South Miller Street for the Department of Housing (No. 17- 1-86-1081); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Roti, the foregoing proposed order was *Passed*.

***Referred* -- ISSUANCE OF NEWSSTAND PERMITS FOR OPERATION
OF STANDS AT SUNDRY LOCATIONS.**

Also, three proposed orders for the issuance of newsstand permits for the operation of stands at the locations specified below in accordance with the Chicago Municipal Code provisions, which were *Referred to the Committee on Streets and Alleys*, as follows:

Mr. Charles C. Chatman -- for the operation of a stand on the southwest corner of West Adams Street and South Wacker Drive on Monday through Friday;

Mr. Frank Chicos -- for the operation of a stand on the northwest corner of South Wacker Drive and West Adams Street on a daily basis;

Mr. Richard E. Harkrider -- for the operation of a stand on the northeast corner of South LaSalle Street and the Congress Expressway on a daily basis.

***Referred* -- AMENDMENT OF VACATION OF PORTION
OF NORTH HOLDEN COURT.**

Also, a proposed ordinance to amend the vacation ordinance for a portion of North Holden Court passed by the Chicago City Council on October 6, 1986, C.J.P. pp. 34815 and 34816, by

deleting the reference to "90 days" within Sections 2 and 3 and substituting in lieu thereof "six (6) months", which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN RUSH (2nd Ward) And OTHERS:

Referred -- CITY COUNCIL URGED TO OPPOSE COMMONWEALTH
EDISON RATE PLAN PROPOSAL AND EXPLORE
ALTERNATIVES.

A proposed resolution presented by Aldermen Rush, Orr, Streeter, Oberman and D. Davis, urging the Chicago City Council to oppose the rate plan proposed by Commonwealth Edison and to explore alternative proposals that best promote a fair rate structure, economic development and job creation in Chicago, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

Presented By

ALDERMAN EVANS (4th Ward):

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR
SPECIAL POLICEMEN EMPLOYED BY
OSTEOPATHIC HOSPITAL.

A proposed ordinance requiring Chicago Osteopathic Hospital to pay a ten dollar license fee for each of the special police employed therein pursuant to Chapter 173, Section 173-6 of the Chicago Municipal Code, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN BLOOM (5th Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION
OF SPECIFIED PUBLIC WAYS.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of South Clyde Avenue lying between the south line of East 71st Street and the north line of East 72nd Street together with all of the remaining alleys in the block bounded by East 71st Street, East 72nd Street, South Jeffery Boulevard and South Clyde Avenue for the Department of Economic Development (No. 25-5-87-1127); said

ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Bloom, the foregoing proposed order was *Passed*.

Referred -- ISSUANCE OF SIGN PERMIT TO GRATE SIGN
COMPANY FOR ERECTION OF SIGN/SIGNBOARD AT
7001 SOUTH STONY ISLAND AVENUE.

Also, a proposed order for the issuance of a sign permit to Grate Sign Company for the erection of a sign/signboard at 7001 South Stony Island Avenue, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN SAWYER (6th Ward):

CONGRATULATIONS EXTENDED TO MR. THOMAS TENNON
ON OCCASION OF HIS 100TH BIRTHDAY.

A proposed resolution reading as follows:

WHEREAS, Thomas Tennon was born on February 8, 1887, in Oakland Mississippi, 100 years ago; and

WHEREAS, Thomas Tennon was the oldest of ten children born to James and Josie Tennon; that besides Thomas one sister, Virginia, 79 survives; and

WHEREAS, Thomas Tennon, married Etta Lester in 1908 and to that union one son, Garnie Tennon was born; and

WHEREAS, Thomas and Etta Tennon and their son, Garnie migrated to Chicago in 1920 seeking a new life; and

WHEREAS, Thomas Tennon became employed with the Florsheim Shoe Company, remaining a faithful employee for almost 20 years; and

WHEREAS, Thomas Tennon became employed at United States Steel during World War II and remained an employee of United States Steel until his retirement in 1955; and

WHEREAS, Thomas Tennon became a member of Liberty Baptist Church and served as Treasurer of Liberty Baptist Church for 40 years remaining an active member and faithful member of the trustee board; and

WHEREAS, Thomas Tennon has one son, Garnie Tennon, two granddaughters, Marlis Fowler and Sharon Boyes (deceased), three great-granddaughters, Ingrid Fowler, Angelique Boynes, and Janine Boynes; and

WHEREAS, The family of Thomas Tennon will celebrate his 100th Birthday on February 8; now, therefore,

Be It Resolved, That February 8, 1987 be proclaimed as Thomas Tennon Day in the City of Chicago; and

Be It Further Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 16th day of January, 1987, do hereby extend our heartiest congratulations and best wishes to Thomas Tennon, wishing him many, many more healthy birthdays; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Thomas Tennon.

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

On motion of Alderman Hutchinson, the foregoing proposed resolution was *Adopted* 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO ILLINOIS MINORITY VENDORS
ASSOCIATION ON OCCASION OF ITS SECOND ANNUAL
MIDWEST MINORITY CONVENTION AND EXPOSITION.

Also, a proposed resolution reading as follows:

WHEREAS, The Illinois Minority Vendors Association was founded in 1983 by Horace White with the express purpose of enhancing the success and recognition of minority entrepreneurs; and

WHEREAS, The Illinois Minority Vendors Association has championed the rights of minority entrepreneurs through assisting with the passage of the first Statewide Minority and Female Act; and

WHEREAS, The City of Chicago has over 14,000 minority entrepreneurs; and

WHEREAS, The Illinois Minority Vendors Association is the largest minority business organization in the City of Chicago and the State of Illinois; and

WHEREAS, The Illinois Minority Vendors Association, since its inception, has assisted many minority business persons with securing over \$1,000,000 in contracts; and

WHEREAS, The Illinois Minority Vendors Association, developed and established the first computerized contract monitoring system, which has since been duplicated by government and private sector organizations; and

WHEREAS, The Mayor and other agencies are aware of the assistance provided by the Illinois Minority Vendors Association and the needs and concerns of minority entrepreneurs; and

WHEREAS, The Illinois Minority Vendors Association, will hold its 2nd Annual Midwest Minority Vendors Convention and Exposition on Friday, February 5 through February 7, 1987 at McCormick Inn Hotel Center and expects over 500 participants; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 16th day of January, 1987 extend our congratulations and since appreciation to the Illinois Minority Vendors Association and Horace White, the Founding President on the occasion of its 2nd Annual Midwest Minority Convention and Exposition; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to the Association in recognition of the assistance it is providing our community.

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

On motion of Alderman Sawyer, the foregoing proposed resolution was *Adopted* 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

Presented By

ALDERMAN SAWYER (6th Ward) And OTHERS:

Referred -- COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION AND
PUBLIC UTILITIES CALLED UPON TO INVESTIGATE
COMMONWEALTH EDISON'S 5-YEAR RATE
PROPOSAL AND ITS IMPACT ON
CHICAGO CITIZENS.

A proposed resolution, presented by Aldermen Sawyer, Humes, Garcia, Smith, D. Davis, Streeter, Henry, Oberman, Tillman, Evans, Bitoy, W. Davis, Bloom, Stone, Gutierrez, Kelley, Carter, Sherman, Huels, Hutchinson, Rush, Giles, Orbach, Hansen, Schuler, McLaughlin and Beavers, urging the Committee on Energy, Environmental Protection and Public Utilities to investigate the 5-year rate proposal presented by Commonwealth Edison and the impact it would have upon Chicago citizens, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

Presented By

ALDERMAN BEAVERS (7th Ward):

BUILDINGS DECLARED PUBLIC NUISANCES AND ORDERED
DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

8301 South Burley Avenue; and

8551 South Burley Avenue,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

8301 South Burley Avenue; and

8551 South Burley Avenue,

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 Beavers 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 Beavers, 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR
SPECIAL POLICEMEN EMPLOYED BY SOUTH
CHICAGO COMMUNITY HOSPITAL.

Also, a proposed ordinance requiring South Chicago Community Hospital to pay a ten dollar license fee for each of the special police employed therein pursuant to Chapter 173, Section 173-6 of the Chicago Municipal Code, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN HUTCHINSON (9th Ward):

**BUILDINGS DECLARED PUBLIC NUISANCES AND ORDERED
DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

10400 South Maryland Avenue, and

10849 South State Street,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

10400 South Maryland Avenue, and

10849 South State 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 Hutchinson 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 Hutchinson, 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO MR. WALTER C. WILLIAMS
ON OCCASION OF HIS RETIREMENT FROM
PUBLIC SERVICE.

Also, a proposed resolution reading as follows:

WHEREAS, Walter C. Williams, a valued Chicago Housing Authority employee for three decades and Housing Manager of C.H.A.'s Altgeld-Murray Homes for the past eight years, will retire January 30, 1987; and

WHEREAS, A dedicated public servant with a solid commitment to the welfare of all citizens, Walter C. Williams has served in various C.H.A. positions with dignity and always with a goal of improving conditions over which he had charge. After 11 years in various positions, he spent 4 years as Assistant Manager and has spent the past 17 years as a Manager; and

WHEREAS, A graduate of DePaul University, Walter C. Williams also attended graduate school there and at the University of Wisconsin. He is a Certified Public Housing Manager and a Certified Public Accountant. During his long and fruitful career with the Chicago Housing Authority he was especially adept at resolving tenant-management problems and at aiding in the developing of cooperative relationships with community service agencies and other groups; and

WHEREAS, Walter C. Williams is the type of dedicated public servant in whom the leaders of this great City place so much hope and pride; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 16th day of January, 1987, A.D., do hereby offer our gratitude and our congratulations to Walter C. Williams on the occasion of his retirement after thirty years of dedicated public service, and extend to this outstanding 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 Walter C. Williams.

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

On motion of Alderman Hutchinson, the foregoing proposed resolution was *Adopted* 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE
CHAPTER 11.1 CONCERNING WAIVER OF
HANDGUN BAN FOR 90-DAY PERIOD
EVERY FOUR YEARS.

Also, a proposed ordinance to amend Chapter 11.1 of the Chicago Municipal Code by adding thereto in its proper numerical sequence a new section to be known as Section 11.1-25 establishing, once every four years, a 90-day period during which firearms may be registered on a Citywide basis, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE CHAPTER
36 CITING RESPONSIBILITY FOR POSTING OF BILLS
OR DISTRIBUTION OF ADVERTISING MATERIAL.

Also, a proposed ordinance to amend Chapter 36, Section 36-30 of the Chicago Municipal Code by inserting language thereto whereby the sponsor of any advertising material would be held responsible for any violation of the provisions of the aforesaid section in regard to the posting of bills or distribution of material which was *Referred to the Committee on Streets and Alleys*.

Referred -- INSTALLATION OF STREET LIGHT IN FRONT
OF 819 EAST 106TH STREET.

Also, a proposed order for the installation of a street light in front of 819 East 106th Street, which was *Referred to the Committee on Finance*.

Referred -- REQUEST FOR INVESTIGATION OF ENVIRONMENTAL
SITUATION AT PHYLLIS WHEATLEY
CHILD-PARENT CENTER.

Also, a proposed resolution requesting that the City Council Committee on Energy, Environmental Protection and Public Utilities undertake an immediate investigation of the situation at the Phyllis Wheatley Child-Parent Center concerning the environmental conditions of the building which houses the Center and the immediately surrounding land, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

Presented By

ALDERMAN HUTCHINSON (9th Ward) And
ALDERMAN KELLEY (20th Ward):

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE CHAPTER
11.1 CONCERNING REGISTRATION OF FIREARMS.

A proposed ordinance to amend Chapter 11.1 of the Chicago Municipal Code by adding thereto in its proper numerical sequence a new section to be known as Section 11.1-13.1 whereby new residents and those reaching the age of 21 years must register or re-register their firearms within 90 days of said period, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

Presented By

ALDERMAN HUTCHINSON (9th Ward) And OTHERS:

Referred -- ILLINOIS GENERAL ASSEMBLY REQUESTED TO
REPEAL RESTRICTION ON TRANSACTION FEES.

A proposed resolution, presented by Aldermen Hutchinson, W. Davis, Garcia, Giles, Sherman, Gutierrez, Cullerton, Natarus, D. Davis, Streeter, Langford, Kelley, Bloom, Bitoy, Sawyer, Evans, Humes, Smith, Carter, McLaughlin and Hansen, requesting the Illinois General Assembly to repeal Chapter 121 1/2, Paragraphs 1001 and 1002 concerning governmental levy of taxes on stock transactions, which was *Referred to the Committee on Intergovernmental Relations*.

Presented By

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE MR. HARRY M. "SPARKY" HARLING.

A proposed resolution reading as follows:

WHEREAS, Harry M. "Sparky" Harling had passed away on December 24, 1986; and

WHEREAS, Sparky Harling had died suddenly and unexpectedly; and

WHEREAS, Sparky Harling was the loving husband to Mary Ellen and the devoted and proud father of Chuck, Peggy, and Wendy; and

WHEREAS, Sparky was also the son of the late Charles and Laverne Harling, and a fond brother of Eugene (Diane), Mary (Tom) Curry, Dolores (Noel) McEvoy, John (Debbie), Patsy, and Tom (Sandy), and the late Chuckie and Linda, and was also the fond relative to many; and

WHEREAS, Sparky Harling was a very active member of the 11th Ward Community where he had served as the President of the Nativity of Our Lord Holy Name Society and was the Coach of the Bridgeport Catholic Academy Widget Football Team; and

WHEREAS, Sparky Harling will be greatly missed by all that had known and loved him, including the many youngsters that he had taken the time to instruct and teach, as well as his many family members and friends; and

WHEREAS, The citizens of the 11th Ward will greatly miss all that he had contributed in making our community a great place to live; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago gathered on this 16th day of January in 1987, do hereby mourn the death of Harry M. "Sparky" Harling, a fine man and a fine citizen, and may we also extend our deepest sympathy to his wife Mary Ellen, his children, his family and many friends that will miss him dearly; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Sparky Harling.

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, by a rising vote.

TRIBUTE TO LATE MRS. NORA HEALY RYAN.

Also, a proposed resolution reading as follows:

WHEREAS, Nora Healy Ryan, a great resident of the 11th Ward, had passed away recently; and

WHEREAS, Nora Healy Ryan was the beloved wife of the late Patrick J. Ryan, and the loving mother of Margurite (James) Kiely, Grace (Jerry) Slattery, and Sheila Ryan, the loving grandmother of 13, and was a very dear friend to many; and

WHEREAS, Nora Healy Ryan was a member of the Nativity of Our Lord Senior Citizens, where she had many, many friends for many, many years; and

WHEREAS, Nora Healy Ryan, and her many family members, have been lifelong residents of the 11th Ward community and were active members of the 11th Ward Democratic Organization; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 16th day of January in 1987, do hereby mourn the death of Nora Healy Ryan, and may we also extend our deepest sympathy to her children, grandchildren, and many friends and relatives that will miss her dearly; and

Be It Further Resolved, That a suitable copy of the resolution be made available for the family of Nora Healy Ryan.

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, by a rising vote.

Presented By

ALDERMAN HUELS (11th Ward) And OTHERS:

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE
CHAPTER 147 CONCERNING LATE HOUR
LIQUOR ESTABLISHMENTS.

A proposed ordinance, presented by Aldermen Huels, Natarus, Schuler, Sheahan, Garcia, Krystyniak and Orr, to amend Chapter 147, Section 147-13 of the Chicago Municipal Code requiring that all new and renewal applicants requesting late hour liquor privileges first receive a written consent of the majority of the legal voters residing in said area, which was *Referred to the Committee on License*.

Presented By

ALDERMAN MAJERCZYK (12th Ward):

BUILDINGS DECLARED PUBLIC NUISANCES AND
ORDERED DEMOLISHED.

Two proposed ordinances reading as follows:

WHEREAS, The building located at 2636 West 36th 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 2636 West 36th 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.

WHEREAS, The building located at 3221 West 38th Street 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 3221 West 38th Street 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 ordinances. The motion *Prevailed*.

On separate motions made by Alderman Majerczyk, each of the foregoing 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE CHAPTER
21 CONCERNING COMMISSION ON CHICAGO HISTORICAL
AND ARCHITECTURAL LANDMARKS AND
RELATED DUTIES.

A proposed ordinance to amend Chapter 21 of the Chicago Municipal Code by the creation of new Sections 21-62 through 21-73 to be substituted for previous Sections 21-62 through 21-64.2 concerning the composition of the Commission on Chicago Historical and Architectural Landmarks and the related duties, procedures and rules for designating buildings, et cetera, as Chicago Landmarks, which was *Referred to the Committee on Historical Landmark Preservation*.

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE CHAPTER
152 CONCERNING LICENSING REQUIREMENTS FOR
MASSEUR OR MASSEUSE DOING BUSINESS
IN CHICAGO.

Also, a proposed ordinance to amend Chapter 152, Sections 152-8(7) and 152-14 of the Chicago Municipal Code concerning licensing requirements for a masseur or masseuse doing business in the City of Chicago, which was *Referred to the Committee on License*.

Presented By

ALDERMAN STREETER (17th Ward):

ISSUANCE OF SIGN PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT 800 WEST
79TH STREET.

A proposed order reading as follows:

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to National Signs, Incorporated, 6959 West Grand Avenue, Chicago, Illinois 60635, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 800 West 79th Street, for McDonald's Restaurant;

Dimensions: length 14 feet 2 inches, height 14 feet 0 inches
Height Above Grade/Roof to Top of Sign: 34 feet 0 inches
Total Square Foot Area: 293.44 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Alderman Streeter 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 Streeter, 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 50.

Nays -- None.

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

Referred -- REDUCTION OF ANNUAL LICENSE FEES FOR
SPECIAL POLICEMEN EMPLOYED BY THE FINAL
CALL CHURCH.

Also, a proposed ordinance requiring the Final Call Church to pay a reduced license fee of ten dollars for each of the special police employed therein pursuant to Chapter 173, Section 173-6 of the Chicago Municipal Code, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN SHEAHAN (19th Ward):

CONGRATULATIONS EXTENDED TO MR. KENNETH VICK ON
ACHIEVING RANK OF EAGLE SCOUT.

A proposed resolution reading as follows:

WHEREAS, Kenneth Vick, a senior at Morgan Park High School on Chicago's great southwest side, will receive the Eagle rank on February 8, 1987 as a member of Scout Troop 607, sponsored by Bethany Union Church; and

WHEREAS, Kenneth who has steadily and progressively graduated to virtually every rank in the Bethany Union Troop and now has been recommended to the National Court of Honor, has also earned the Order of the Arrow Award; and

WHEREAS, Kenneth Vick is exemplary of the fine youth of which our great City is so justly proud; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 16th day of January, 1987, do hereby congratulate Kenneth Vick on his outstanding achievement and his superior example in the Boy Scouts of America, and that we offer our best wishes to this fine youth for what is assuredly a bright and successful future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Kenneth Vick.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

Presented By

ALDERMAN KELLEY (20th Ward):

**DRAFTING OF ORDINANCE DIRECTED FOR VACATION
OF SPECIFIED PUBLIC ALLEY.**

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the north 249 feet of the north-south 20-foot public alley, together with the remaining east-west 20-foot public alley in the block bounded by East 63rd Street, East 64th Street, South Kenwood Avenue and South Dorchester Avenue for the Department of Housing (No. 23-20-86-1120); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Kelley, the foregoing proposed order was *Passed*.

Presented By

ALDERMAN SHERMAN (21st Ward):

***Referred* -- AMENDMENT OF CHICAGO MUNICIPAL CODE CHAPTER
147 CONCERNING PROHIBITION OF LIQUOR SALES
NEAR PUBLIC LIBRARIES.**

A proposed ordinance to amend Chapter 147, Section 147-2 of the Chicago Municipal Code prohibiting the retail sale of alcoholic liquor within 400 feet of any library open to the public, which was *Referred to the Committee on License*.

Referred-- DEPARTMENT OF REVENUE URGED TO GRANT FIFTY
PERCENT REDUCTION IN ASSESSMENTS AGAINST
ALL SENIOR HOMEOWNERS.

Also, a proposed resolution urging that the Special Assessment Division of the City of Chicago, Department of Revenue grant a fifty percent reduction in the assessments against all senior homeowners in the City of Chicago, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN KRYSTYNIAK (23rd Ward):

CONGRATULATIONS EXTENDED TO ARCHER HEIGHTS SENIOR
CLUB ON OCCASION OF ITS 15TH ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, The Archer Heights Senior Club, made up of dedicated and concerned senior citizens of Chicago's great southwest side, is currently celebrating its 15th Anniversary; and

WHEREAS, Although basically a social organization, the Archer Heights Senior Club, which meets every Wednesday morning and afternoon in Archer Park, has contributed greatly to the general well-being of seniors throughout the area; and

WHEREAS, Founded in 1971 by Edward Ladewski and Joseph Celig, the Archer Heights Senior Club has always been a highly visible and active organization. Current President is Irene Dubin; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 16th day of January, 1987, A. D., do hereby offer our congratulations to The Archer Heights Senior Club, its president, Irene Dubin, and all its fine members as the club celebrates its 15th Anniversary. We also extend our best wishes to these valued citizens for many more years of happiness and success.

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* 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO MR. LEONARD J. FOLEY
ON ACHIEVING RANK OF EAGLE SCOUT.

Also, a proposed resolution reading as follows:

WHEREAS, Leonard J. Foley, outstanding young resident of Chicago's great southwest side, has achieved the highest honor in scouting, the rank of Eagle Scout; and

WHEREAS, Leonard J. Foley, a member of Boy Scout Troop No. 118 in the Iroquois District, received his exalted rank at ceremonies held at St. Camillus Hall, January 4, 1987; and

WHEREAS, Leonard J. Foley, son of Mr. and Mrs. Thomas Foley, residents of Chicago's 23rd Ward, represents the sterling qualities of strength and leadership in which the government of this great City place so much hope and pride; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 14th day of January, 1987, A.D., do hereby offer our heartiest congratulations to Leonard J. Foley on his achieving the exalted rank of Eagle Scout, and extend to this outstanding young citizen our best wishes for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Leonard J. Foley.

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* 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO MR. TIMOTHY J. FOLEY
ON ACHIEVING RANK OF EAGLE SCOUT.

Also, a proposed resolution reading as follows:

WHEREAS, Timothy J. Foley, outstanding young resident of Chicago's great southwest side, has achieved the highest honor in scouting, the rank of Eagle Scout; and

WHEREAS, Timothy J. Foley, a member of Boy Scout Troop No. 118 in the Iroquois District, received his exalted rank at ceremonies held at St. Camillus Hall, January 4, 1987; and

WHEREAS, Timothy J. Foley, son of Mr. and Mrs. Thomas Foley, residents of Chicago's 23rd Ward, represents the sterling qualities of strength and leadership in which the government of this great City place so much hope and pride; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 14th day of January, 1987, A.D., do hereby offer our heartiest congratulations to Timothy J. Foley on his achieving the exalted rank of Eagle Scout, and extend to this outstanding young citizen our best wishes for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Timothy J. Foley.

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* 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

Referred -- COMMISSIONER OF PUBLIC WORKS DIRECTED TO
RESERVE PARKING SPACE FOR MR. RICHARD M.
PICKERING IN FRONT OF HIS RESIDENCE
AT 4809 SOUTH LAWLER AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Richard M. Pickering, to reserve a parking space for his pickup truck in front of his residence at 4809 South Lawler Avenue in compliance with Chapter 27, Section 27-313 of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT 5653 SOUTH PULASKI ROAD.

Also, a proposed order for the issuance of a sign permit to Acme-Wiley Corporation for the erection of a sign/signboard at 5653 South Pulaski Road for Mercy Hospital, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN SOLIZ (25th Ward):

Referred -- INSTALLATION OF ALLEY LIGHT IN REAR OF
2846 WEST 21ST STREET.

A proposed order for the installation of an alley light in the rear of the premises at 2846 West 21st Street, which was *Referred to the Committee on Finance*.

Referred -- DESIGNATION OF PORTION OF WEST 15TH PLACE
AS "RUTH M. ROTHSTEIN AVENUE".

Also, a proposed ordinance to designate that portion of West 15th Place lying between South California Avenue and South Washtenaw Avenue to be known hereafter under the new honorary name of "Ruth M. Rothstein Avenue", which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN GUTIERREZ (26th Ward):**CONGRATULATIONS EXTENDED TO SAINT ELIZABETH'S
HOSPITAL ON OCCASION OF ITS 100TH
ANNIVERSARY.**

A proposed resolution reading as follows:

WHEREAS, St. Elizabeth's Hospital is celebrating its one-hundredth anniversary of dedicated service to the near northwest side community; and

WHEREAS, St. Elizabeth's Hospital was founded by The Poor Handmaids of Jesus Christ in 1887 with one hundred hospital beds; and

WHEREAS, The theme of St. Elizabeth's Centennial Year is "No Service too Small"; and

WHEREAS, St. Elizabeth's Hospital has served the various immigrant groups who have settled on the near northwest side of Chicago and now has three hundred and forty-three hospital beds; and

WHEREAS, St. Elizabeth's Hospital provides bilingual patient care to all people; and

WHEREAS, St. Elizabeth's Hospital has a comprehensive skilled nursing facility; and

WHEREAS, Over 700 people are employed by St. Elizabeth's Hospital to deliver health services to the near northwest side community; and

WHEREAS, St. Elizabeth's Hospital is an active participant in community affairs on the near northwest side of Chicago; and

WHEREAS, St. Elizabeth's Hospital unselfishly provides health education to all members of the community in several languages; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago honor St. Elizabeth's Hospital on the occasion of its centennial celebration and applaud the important contribution St. Elizabeth's has made to the quality of life in Chicago; and

Be It Further Resolved, That the City Clerk prepare a suitable copy of this resolution for presentation to The Board of Directors of St. Elizabeth's Hospital.

Alderman Gutierrez 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 Gutierrez, seconded by Alderman Gabinski, 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

Referred -- INSTALLATION OF ALLEY LIGHT IN REAR OF
1637 NORTH KEDZIE AVENUE.

Also, a proposed order for the installation of an alley light in the rear of the premises at 1637 North Kedzie Avenue, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN W. DAVIS (27th Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF
SPECIFIED PUBLIC ALLEY.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the northeasterly-southwesterly 16-foot public alley in the block bounded by West Ogden Avenue, West Jackson Boulevard and South Paulina Street for Rush-Presbyterian St. Lukes Medical Center (No. 18-27-87-1130); 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 -- REQUEST FOR RESIGNATION OF HOLDOVER
MEMBERS OF CHICAGO HOUSING AUTHORITY.

Also, a proposed resolution requesting the resignation of Chicago Housing Authority Board members currently serving under expired terms and urging that the new appointments include Chicago Housing Authority residents, which was *Referred to the Committee on Committees, Rules and Appointments*.

Presented By

ALDERMAN SMITH (28th Ward):

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE
CHAPTER 28 CONCERNING VIOLATION FEES FOR
ILLEGAL OPERATION OF LIVERY SERVICE.

A proposed ordinance to amend Chapter 28, Section 28-20 of the Chicago Municipal Code setting fines for those individuals in violation of the aforesaid section or involved in the illegal operation of livery service, which was *Referred to the Committee on the Budget*.

Presented By

ALDERMAN HAGOPIAN (30th Ward):

Referred -- WAIVER OF CHICAGO MUNICIPAL CODE CHAPTER 33
PROVISIONS REGARDING INGRESS/EGRESS BARRIERS.

A proposed order for the waiver of Chicago Municipal Code Chapter 33, Section 33-19.1 provisions requiring barriers as a prerequisite to prohibit ingress to and/or egress from parking facilities for the Taylor Funeral Home located at 5356 West North Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN GABINSKI (32nd Ward):

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT 1525 WEST HOMER STREET.

A proposed order for the issuance of a sign permit to Federal Sign for the erection of a sign/signboard at 1525 West Homer Street for Supreme Picture Frames, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN BITOY (34th Ward):

BUILDING DECLARED PUBLIC NUISANCE AND
ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building located at 1435 West 109th Place 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 1435 West 109th Place 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 Bitoy 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 Bitoy, 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

Presented by

ALDERMAN CULLERTON (38th Ward):

CONGRATULATIONS EXTENDED TO MR. THOMAS GERAGHTY
ON ACHIEVING RANK OF EAGLE SCOUT.

A proposed resolution reading as follows:

WHEREAS, Thomas Geraghty, a fine young citizen of Chicago's 38th Ward, is being awarded the highest rank in scouting -- the rank of Eagle Scout -- February 13, 1987; and

WHEREAS, Thomas Geraghty has excelled as a member of Boy Scout Troop No. 803, Prairie Trails District, at St. Priscilla's Roman Catholic Church; and

WHEREAS, Thomas Geraghty represents the growth, the strength and the positive outlook of our youth, in which the leaders of this great City place so much pride and hope; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 16th day of January, 1987, A.D., do hereby offer our heartiest congratulations to Thomas Geraghty on achieving the rank of Eagle Scout, and extend to this outstanding young citizen our best wishes for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Eagle Scout Thomas Geraghty.

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, 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

Referred -- ISSUANCE OF PERMIT TO HOLD CARNIVAL ON
PORTION OF NORTH MELVINA AVENUE.

Also, a proposed order for the issuance of a permit to St. Pascal Church to hold a carnival on church property on North Melvina Avenue from West Irving Park Road to the first alley north thereof, and in the alley between North Melvina Avenue and North Moody Avenue for the period from May 23 through May 31, 1987, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

**ALDERMAN CULLERTON (38th Ward) and ALDERMAN
NATARUS (42nd Ward):**

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE CHAPTER
194A CONCERNING PERMITTED AND SPECIAL USES IN
RESTAURANTS AND TAVERNS.

A proposed ordinance to amend Chapter 194A of the Chicago Municipal Code, also known as the Chicago Zoning Ordinance, by repealing an amendatory ordinance passed by the City Council on December 18, 1986 (C.J.P. p. 38654), by amending Section 8.3-4B (35) concerning the serving of liquor with food in restaurants, and by amending Section 8.4-4 (6) concerning permitted entertainment in taverns, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN O'CONNOR (40th Ward):

**CONGRATULATIONS EXTENDED TO FATHER EDWARD H. BASEHEART
ON OCCASION OF HIS RETIREMENT.**

A proposed resolution reading as follows:

WHEREAS, Father Edward H. Baseheart was born in Winchester, Tennessee on December 29, 1916; and

WHEREAS, Father Baseheart grew up in Dolton, Illinois, attending St. Mary's School; and

WHEREAS, After graduating from Quigley Preparatory Seminary in 1936, he went on to study for the priesthood at St. Mary of the Lake Seminary in Mundelein and was ordained on May 2, 1942; and

WHEREAS, Father Baseheart's first appointment was at St. Martin's at 59th and Princeton; and

WHEREAS, Father Baseheart has been the pastor of St. Gregory the Great Parish from 1968 to January 1, 1987; and

WHEREAS, A highlight of Father Baseheart's tenure as pastor of St. Gregory's was the parish's Golden Jubilee celebration in April of 1979; and

WHEREAS, Father Baseheart has been a tireless worker for the people of St. Gregory the Great Parish, giving of himself at all hours of the day and night; and

WHEREAS, Through his efforts, St. Gregory the Great Parish has prospered spiritually and physically as a parish; and

WHEREAS, Father Baseheart, despite his burdensome schedule, has maintained his near professional form in the sport of gentlemen, golf; and

WHEREAS, After 44 years of service to the people of Chicago and 18 years as Pastor of St. Gregory the Great Parish, Father Edward H. Baseheart will be retiring from the active ministry on January 1, 1987; now, therefore,

Be It Resolved, That we the Mayor and the members of the City Council of the City of Chicago, gathered in a meeting this 16th day of January, A.D., 1987, do hereby offer our heartiest congratulations and best wishes to Father Edward H. Baseheart on his retirement; and

Be It Further Resolved. That a suitable copy of this resolution be prepared for presentation to Father Edward H. Baseheart.

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

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

Yeas -- Aldermen 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO MR. JOHN J. LOWERY
ON OCCASION OF HIS 75TH BIRTHDAY.

Also, a proposed resolution reading as follows:

WHEREAS, John J. Lowery was born on January 4, 1912 and raised on North Park Avenue in the City of Chicago; and

WHEREAS, John Lowery attended Immaculate Conception Grade School and St. Patrick's High School and, during these formative years, his nickname was "Pickles"; and

WHEREAS, John Lowery married his glowing bride Eileen Cassidy on September 3, 1938; and

WHEREAS, John Lowery served his country in the United States Army from 1942 through 1945 with the 3rd Army under General Patton; and

WHEREAS, Upon returning from active duty, a partnership was formed known as Lowery McDonnell Co., which John Lowery retired from in 1981; and

WHEREAS, From the union of John and Eileen Lowery there were born five children; namely, Mary, John, Eileen, Marty and Frank; and

WHEREAS, John Lowery is the grandfather of nine grandchildren; and

WHEREAS, John Lowery has served his parish church in various capacities for the past forty years: President of Holy Name Society, Charter Member of Credit Union, Secretary of St. Vincent de Paul Society, member of the Bingo Committee and a member of the St. Gregory High School Board; and

WHEREAS, John Lowery is an avid golfer with the "Sun Shine Boys" and plays two to three days a week from May until after zero weather; and

WHEREAS, John Lowery is a devoted and dedicated husband and father and has provided care, support and love for his wife, family and friends; and

WHEREAS, John Lowery's wife, Eileen, will throw him a surprise 75th birthday party on January 18, 1987; now, therefore,

Be It Resolved, That we the Mayor and the members of the City Council of the City of Chicago, gathered in a meeting this 16th day of January, A.D., 1987, do hereby offer our heartiest congratulations and best wishes to John J. Lowery on his 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to John J. Lowery.

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

On motion of Alderman O'Connor, the foregoing proposed resolution was Adopted by yeas and nays as follows:

Yeas -- Aldermen 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

Presented By

ALDERMAN PUCINSKI (41st Ward):

Referred -- INSTALLATION OF BUS PASSENGER SHELTER
ON PORTION OF NORTH HARLEM AVENUE.

A proposed ordinance to install a bus passenger shelter on North Harlem Avenue at West Peterson Avenue for southbound passengers, which was *Referred to the Committee on Local Transportation*.

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- PORTION OF WEST DELAWARE PLACE TO BE
DESIGNATED AS "RUTH PAGE PLACE."

A proposed ordinance to designate that portion of West Delaware Place from North Dearborn Street to North Clark Street to be known hereafter under the new honorary name of "Ruth Page Place," which was *Referred to the Committee on Streets and Alleys*.

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE
CHAPTER 88, SECTION 88-700.2 CONCERNING
EMERGENCY SYSTEM REQUIREMENTS FOR
APARTMENTS AND APARTMENT
HOTELS.

Also, a proposed ordinance to amend Chapter 88, Section 88-700.2 of the Chicago Municipal Code by revising the emergency system requirement classification table in reference to apartments and apartment hotels, which was *Referred to the Committee on Buildings*.

Referred -- ESTABLISHMENT OF BUS STAND ON PORTION
OF EAST ERIE STREET.

Also, a proposed ordinance to establish a bus stand on the north curb of East Erie Street from a point 20 feet west of the property line of North Michigan Avenue to a point 46 feet west thereof, which was *Referred to the Committee on Local Transportation*.

Presented By

**ALDERMAN NATARUS (42nd Ward) And
ALDERMAN HANSEN (44th Ward):**

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE
CHAPTER 88, SECTION 88-700.4 CONCERNING
EMERGENCY LIGHTING SYSTEM
REQUIREMENTS.

A proposed ordinance, presented by Alderman Natarus and Alderman Hansen, to amend Chapter 88, Section 88-700.4 of the Chicago Municipal Code by establishing a 1-1/2 hour requirement for emergency exit lighting systems in the event of failure of normal lighting in certain buildings or structures, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN OBERMAN (43rd Ward):

**DRAFTING OF ORDINANCES DIRECTED FOR VACATION OF
SPECIFIED PUBLIC WAYS.**

Two proposed orders reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the opening of an additional 5 feet of right of way on the north side of West North Avenue between a line 57 feet east of the east line of North Halsted Street and a line 176.597 feet east of the east line of North Halsted Street (being the west right of way line of the Chicago Transit Authority) for the Department of Housing (No. 33-43-87-1128); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the opening of an additional 5 feet of right of way on the north side of West North Avenue lying between a line 37.68 feet west of the west line of North Burling Street (being the east right of way line of the Chicago Transit Authority) and the west line of North Orchard Street; also, an additional 6 feet of right of way on the south side of West Concord Place between the east line of North Burling Street and the west line of North Orchard Street for the Department of Housing (No. 33-43-87-1129); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Oberman, each of the foregoing proposed orders was *Passed*.

*Referred -- ROADWAY WIDTH REDUCTION FOR PORTION OF
NORTH FREMONT STREET.*

Also, a proposed ordinance reducing the width of the roadway on a portion of North Fremont Street beginning near its intersection with West Willow Street, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN MC LAUGHLIN (45th Ward):

CONGRATULATIONS EXTENDED TO MR. JEFFREY P. OSWALD
ON ACHIEVING RANK OF EAGLE SCOUT.

A proposed resolution reading as follows:

WHEREAS, Jeffrey P. Oswald a member of Boy Scout Troop 953, has just earned the Eagle Badge, the highest award that can be earned in the Boy Scouts of America; and

WHEREAS, Jeffrey P. Oswald, a resident of Chicago's great northwest side, maintains an excellent status in school; and

WHEREAS, Jeffrey P. Oswald has been a positive influence with his associates and in the community. He represents the best in youth of our great city, of which its leaders are so justly proud; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 14th day of January, 1987, A. D., do hereby offer our congratulations to Jeffrey P. Oswald on achieving the status of Eagle Scout, as well as our best wishes to this fine young citizen for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Eagle Scout Jeffrey P. Oswald.

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

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

Yeas -- Aldermen 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 50.

Nays -- None.

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

Presented By

ALDERMAN ORBACH (46th Ward):

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT 1503 WEST IRVING PARK ROAD.

A proposed order for the issuance of a sign permit to Grate Signs, Incorporated to erect a sign/signboard at 1503 West Irving Park Road for Twin' W Restaurant, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN ORBACH (46th Ward) And OTHERS:

Referred -- SUBMISSION OF BIDS BY VARIOUS FINANCIAL
INSTITUTIONS FOR DESIGNATION AS CITY
DEPOSITORIES.

A proposed ordinance, presented by Aldermen Orbach, Vrdolyak, Kellam, Orr, Hansen, Volini and Banks, for submission of bids by various national and state banks and savings and loan associations in applying as depositories for various City and school funds, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN ORR (49th Ward):

CONGRATULATIONS EXTENDED TO WINDY CITY ULTIMATE
FRISBEE TEAM ON WINNING NATIONAL
CHAMPIONSHIP.

A proposed resolution reading as follows:

WHEREAS, Chicagoans are justifiably proud of the accomplishments of our athletes and sports teams; and

WHEREAS, Chicago is home to an outstanding team in a sport which has not yet been widely publicized but which nonetheless demands great skill and athletic ability; and

WHEREAS, This team has achieved numerous victories in national and international competition, winning worldwide recognition of the prowess and ability of Chicago athletes and bringing honor to our City; and

WHEREAS, By winning the National Championship in Ultimate Frisbee in Houston over the Thanksgiving weekend, the Windy City Ultimate frisbee team has once again demonstrated its mastery at the highest levels of ultimate frisbee competition; and

WHEREAS, Through their remarkable accomplishments, Michael Glass, Alan Goldenberg, Jordan Halpern and John Conway have earned the respect and admiration of the citizens of Chicago; now, therefore,

Be It Resolved, That the Mayor and City Council of the City of Chicago do hereby congratulate and commend the Windy City Ultimate frisbee team for bringing the national championship home to Chicago; and

Be It Further Resolved, That the City Clerk shall prepare a suitable copy of this resolution for presentation to the team.

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* 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 50.

Nays -- None.

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

Referred -- INVESTIGATION AND HEARINGS TO BE HELD
CONCERNING PROBLEMS OF HOUSING AND
WORK SPACE PROVIDED ARTISTS.

Also, a proposed resolution to investigate and hold hearings on the problems of artists who maintain joint working and living space, and to identify possible solutions to these problems, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- UNITED STATES CONGRESS REQUESTED TO
OPPOSE PROPOSED BUDGET CUTS AFFECTING
CHICAGO AND OTHER CITIES.

Also, a proposed resolution urging the United States Congress to oppose the budget reductions proposed by the White House affecting Chicago and other cities and to further communicate this concern to the Illinois Congressional delegation, which was *Referred to the Committee on Intergovernmental Relations*.

Presented By

ALDERMAN ORR (49th Ward) And OTHERS:

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE CHAPTER
4 REQUIRING SUBMISSION OF ALDERMANIC EXPENDITURE
RECORDS WITH CITY CLERK.

A proposed ordinance, presented by Aldermen Orr, Gutierrez, Vrdolyak, Bloom, Streeter and Oberman, requiring each alderman to submit complete, accurate and detailed records of all expenditures from their contingent expense allowance and to present such records for filing with the City Clerk. Two committees having been called, the Committee on Finance and the Committee on the Budget, said proposed ordinance was *Referred to the Committee on Committees, Rules and Appointments*.

Presented By

ALDERMAN STONE (50th Ward):

Referred -- INSTALLATION OF BANNERS IN SPECIFIED PUBLIC
WAYS UNDER BUSINESS SIGNAGE PROGRAM.

A proposed ordinance for the installation of banners on portions of North Devon Avenue, West Touhy Avenue and North Western Avenue, under the Business Signage Program, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN STONE (50th Ward) And OTHERS:

Referred -- INVESTIGATION REQUESTED INTO ALLEGED ACT OF
ARSON AT LANE TECHNICAL HIGH SCHOOL.

A proposed resolution, presented by Aldermen Stone, Roti, Hansen, Hutchinson, Banks, Schulter, Kotlarz, McLaughlin, Cullerton, Santiago and O'Connor, requesting an investigation into the alleged act of arson at Lane Technical High School, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

**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 RUSH (2nd Ward):

Michael Reese Hospital and Medical Center -- for renovation of Kaplin Surgical Wing on the premises known as 2929 S. Ellis Avenue.

BY ALDERMAN BEAVERS (7th Ward):

Parish Cooperative in South Chicago, P.O. Box 589 -- for electrical work to separate rectory from school and church and other corrections at various locations.

BY ALDERMAN GABINSKI (32nd Ward):

Neighborhood Housing Services of Chicago and/or Neighborhood Housing Services Redevelopment Corporation, 123 N. Jefferson Street -- for rehabilitating structures at sundry locations.

BY ALDERMAN CULLERTON (38th Ward):

New Horizon Center for Retarded -- for construction of a new center on the premises known as 4255 N. Oak Park Avenue.

BY ALDERMAN HANSEN (44th Ward):

Lake View Library -- for renovation of exterior and interior of existing building on the premises known as 644 W. Belmont Avenue.

BY ALDERMAN ORR (49th Ward):

North Lakeside Cultural Center -- for electrical installations on the premises known as 6219 N. Sheridan Road.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN RUSH (2nd Ward):

Michael Reese Hospital and Medical Center, sundry locations (5).

BY ALDERMAN BLOOM (5th Ward):

Parent Cooperative for Early Learning, Inc., 5300 S. Lake Shore Drive.

Silvain and Arma Wyler Children's Hospital, 5825 S. Maryland Avenue.

The University of Chicago, 5841 S. Maryland Avenue.

BY ALDERMAN LANGFORD (16th Ward):

Englewood Community Hospital, 6001 S. Green Street.

St. Bernard Hospital, 326 W. 64th Street.

BY ALDERMAN GABINSKI (32nd Ward):

Resurrection Day Nursery, 1849 N. Hermitage Avenue.

St. Mary of Nazareth Hospital Center, 2233 W. Division.

BY ALDERMAN KOTLARZ (35th Ward):

St. Joseph Home of Chicago, Inc., 2650 N. Ridgeway Avenue.

BY ALDERMAN GILES (37th Ward):

Saint Anne Hospital, 4950 W. Thomas Street.

BY ALDERMAN LAURINO (39th Ward):

Peterson Park Health Care Center, 6141 N. Pulaski Road.

BY ALDERMAN O'CONNOR (40th Ward):

Edgewater Hospital, 5700 N. Ashland Avenue.

Swedish Covenant Hospital, 5145 N. California Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Near North Health Service Corporation, 1441 N. Cleveland Avenue.

BY ALDERMAN OBERMAN (43rd Ward):

Columbus Hospital, 2520 N. Lakeview Avenue.

Grant Hospital, 550 W. Webster Avenue.

BY ALDERMAN HANSEN (44th Ward):

Saint Joseph Hospital, 2900 N. Lake Shore Drive.

BY ALDERMAN ORBACH (46th Ward):

American Indian Health Service of Chicago, 838 W. Irving Park Road.

BY ALDERMAN VOLINI (48th Ward):

Heiwa Terrace, 920 W. Lawrence Avenue.

United Methodist Homes and Services, 1415 W. Foster Avenue.

BY ALDERMAN STONE (50th Ward):

Jewish Peoples Convalescent Home, 6512 N. California Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN BLOOM (5th Ward):

Catholic Theological Union, sundry locations -- elevator inspections.

McCormick Theological Seminary, 1400 E. 57th Street -- boiler and fuel burning inspection.

Saint Mary's Square Living Center of Chicago, Inc., 7270 S. South Shore Drive -- fuel burning equipment inspection.

Vivekanandor Vendonta Society, 5423 S. Hyde Park Boulevard -- boiler and fuel burning inspection.

BY ALDERMAN HUELS (11th Ward):

Catholic Bishop of Chicago, 3526 S. Hermitage Avenue -- building inspection.

BY ALDERMAN MAJERCZYK (12th Ward):

Misericordia Heart of Mary, 2916 W. 47th Street -- boiler and fuel burning inspection.

BY ALDERMAN SHEAHAN (19th Ward):

Bethlehem Lutheran Church, 9400 S. Bell Avenue -- boiler and fuel burning inspection.

Washington and Jane Smith Home, 2340 W. 113th Place -- fire alarm and mechanical ventilation inspections (2).

BY ALDERMAN SOLIZ (25th Ward):

Schwab Rehabilitation Center, 1401 S. California Boulevard -- fire alarm inspection.

St. Anthony Hospital, 2875 W. 19th Street -- boiler and fuel burning inspection.

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NEW BUSINESS PRESENTED BY ALDERMEN

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BY ALDERMAN HAGOPIAN (30th Ward):

Medill Avenue Lutheran Church, 4917 W. Medill Avenue -- boiler and fuel burning inspection.

BY ALDERMAN BITOY (34th Ward):

Saint Catherine of Genoa Parish Family, 640 W. 118th Street -- building inspection.

BY ALDERMAN KOTLARZ (35th Ward):

19th Church of Christ, Scientist, 4015 N. Pulaski Road -- mechanical ventilation inspection.

BY ALDERMAN BANKS (36th Ward):

Catholic Bishop of Chicago, 155 E. Superior Street -- mechanical ventilation inspection.

Bethesda Home, 2833 N. Nordica Avenue -- refrigeration inspection.

BY ALDERMAN CULLERTON (38th Ward):

Ted Knusman Post No. 13, 5621 W. Irving Park Road -- public place of assembly inspection.

BY ALDERMAN PUCINSKI (41st Ward):

Norwood Park Home, 6016 N. Nina Avenue -- fire alarm inspection.

Polish-American Congress of Illinois, 5844 N. Milwaukee Avenue -- boiler and fuel burning, canopy and public place of assembly inspections (4).

BY ALDERMAN NATARUS (42nd Ward):

Rehabilitation Institute of Chicago, 345 E. Superior Street -- public place of assembly inspection.

BY ALDERMAN OBERMAN (43rd Ward):

Augustana Hospital, sundry locations -- boiler and fuel burning equipment and fire alarm inspections (4).

Chicago Academy of Science, 2001 N. Clark Street -- fuel burning equipment inspection.

Grant Hospital, sundry locations -- sign and surcharge and ramp inspections.

BY ALDERMAN HANSEN (44th Ward):

Saint Joseph Manor and Saint Joseph Hospital, sundry locations -- canopy and revolving door and fire alarm inspections (2).

Seton Property Corporation, 2800 N. Sheridan Road -- mechanical ventilation inspection.

BY ALDERMAN ORBACH (46th Ward):

Cuneo Hospital, sundry locations -- elevator, fire alarm, fuel burning, public place of assembly and sign inspections (5).

BY ALDERMAN VOLINI (48th Ward):

Self Help Home for the Aged, 908 W. Argyle Street -- boiler and fuel burning, mechanical ventilation and refrigeration inspection (3).

BY ALDERMAN STONE (50th Ward):

Heart of Mary Village, 6300 N. Ridge Avenue -- boiler and fuel burning inspection.

Misericordia Heart of Mercy Village, 6300 N. Ridge Avenue -- boiler and fuel burning inspection.

Northwest Home for the Aged, 6300 N. California Avenue -- fire alarm inspection.

WATER RATE EXEMPTIONS:

BY ALDERMAN BITOY (34th Ward):

Christ Cathedral Baptist Church, 445--447 W. 111th Street.

BY ALDERMAN LAURINO (39th Ward):

Chicago Seoul Church, 4624 N. Pulaski Road.

BY ALDERMAN PUCINSKI (41st Ward):

Polish American Congress of Illinois, 5844 N. Milwaukee Avenue.

REFUND OF FEES:

BY ALDERMAN RUSH (2nd Ward):

Kaplin Surgical Wing to Michael Reese Hospital, 2900 S. Ellis Avenue -- Refund of Permit 666810 for the amount of \$2,704.25.

BY ALDERMAN BEAVERS (7th Ward):

Parish Cooperative in South Chicago, P.O. Box 589 -- Refund of permit fee for the amount of \$410.00.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (December 18, 1986).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on December 18, 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.

APPOINTMENT OF MR. JUDSON H. MINER AS
CORPORATION COUNSEL APPROVED.

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 December 18, 1986, pages 38295--38296, recommending that the City Council approve the appointment of Mr. Judson H. Miner as Corporation Counsel.

On motion of Alderman Evans, the committee's recommendation was *Concurred In* and said appointment of Mr. Judson H. Miner as Corporation Counsel was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Garcia, Henry, Soliz, Gutierrez, W. Davis, D. Davis, Bitoy, Kotlarz, Banks, Giles, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 38.

Nays -- Alderman Mc Laughlin -- 1.

MUNICIPAL CODE CHAPTER 104.2 AMENDED CONCERNING
AUTOMATIC AMUSEMENT DEVICES.

On motion of Alderman Huels, the City Council took up for consideration the report of the Committee on License deferred and published in the Journal of the Proceedings of December 18, 1986, pages 38451--38452, recommending that the City Council pass a proposed ordinance authorizing an amendment to the Municipal Code, Chapter 104.2, concerning Automatic Amusement Devices.

On motion of Alderman Huels, 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 50.

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 Section 104.2-1 of Chapter 104.2 of the Municipal Code of the City of Chicago be and is hereby amended by deleting the language contained in brackets and adding the language in italics as follows:

104.2-1 The term "Automatic Amusement Device" shall mean any machine which upon insertion of a coin, slug, token or similar object may be operated by the public generally for use as a game, entertainment or amusement whether or not registering a score and shall include but not be limited to such devices as juke boxes, marble machines, pinball machines, movie and video booths or stands and all games, operations or transactions similar thereto under whatever name by which they may be indicated. [Incidental mechanical grab devices and bingo are deemed gambling devices and are therefore prohibited from use in Chicago.] *Bingo devices are deemed gambling devices and are therefore prohibited from use except as provided by state law.*

SECTION 2. This ordinance shall be in full force and effect upon passage and publication.

CHAPTER 104.1 OF MUNICIPAL CODE AMENDED
CONCERNING CLASS 4 PUBLIC PLACES OF
AMUSEMENT.

On motion of Alderman Huels, the City Council took up for consideration the report of the Committee on License, deferred and published in the Journal of the Proceedings of December 18, 1986, pages 38452--38454, recommending that the City Council pass a proposed substitute ordinance amending Chapter 104.1 of the Municipal Code concerning Class 4 Public Places of Amusement.

Alderman Kelley presented two amendments to the substitute proposed ordinance, which read as follows:

"I move to amend the proposed substitute ordinance by deleting the last sentence of Section 2".

SECTION 3. All presently licensed establishments of the type described in Section 1 thereof shall automatically have their present license converted to a Class 4 Public Place Of Amusement License, pursuant to this Ordinance Amendment.

On motion of Alderman Kelley, the foregoing proposed amendments were *Adopted* by a viva voce vote.

Thereupon, on motion of Alderman Huels, the said proposed substitute ordinance, *as amended*, was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Bitoy, Kotlarz, Banks, Giles, Laurino, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr -- 38.

Nays -- Aldermen Burke, Soliz, Pucinski -- 3.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exist in the City of Chicago places of amusement currently referred to as "teenage cabarets" and "juice bars" where patrons dance and enjoy live and recorded music and entertainment or where videotape presentations are shown; and

WHEREAS, Such establishments are intended for and typically frequented by teenagers; and

WHEREAS, Such establishments are currently not subject to any regulation in their hours of operation and remain open long after other amusements generally close, and premises where alcoholic beverages are served are required to close; and

WHEREAS, The presence of large numbers of patrons, both within such establishments and on the public ways outside of such establishments during the early hours of the morning have created a great disturbance to the citizens of Chicago; and

WHEREAS, The presence of patrons; many of whom may be under the age of curfew, in such establishments impedes the effectiveness of the curfew regulations of the City and exposes young people to the danger of crime and exploitation; now, therefore,

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

SECTION 1. That Chapter 104.1-7 of the Municipal Code is hereby amended by adding the language in italics and deleting the language contained in brackets, as follows:

104.1-7. All public places of amusement are divided into the following classes:

- Class 1. Auditorium, theater, tent or stadium provided with a screen, stage, arena or other space designed, used, or intended to be used for the amusement or entertainment of an audience or spectators, without being limited thereto. This class shall not, however, include a cabaret.
- Class 2. Amusement park, hall, billiard and pool room, bowling alley, arcade, [or other public resort,] exclusive of such parts thereof as fall within Class 1 places of amusement, designed, used or intended to be used only for participation in the amusement or entertainment by the public assembly.
- Class 3. Cabaret.
- Class 4. *Any dance hall, non-alcohol bar, "dry cabaret," "juice bar," "teenage cabaret" or other public resort not listed above which is designed, used or intended to be used primarily for participation by the public assembly in the entertainment or amusement, including but not limited to music, music videos and dancing. This class shall not include any establishment which is licensed to serve alcoholic beverages.*

SECTION 2. That Chapter 104.1 of the Municipal Code is hereby amended by adding thereto a new subsection 104.1-18.1 in its proper numerical sequence, in italics, as follows:

104.1-18.1 No person, firm, corporation or other legal entity shall operate any Class 4 Public Place of Amusement between the hours of 2:00 A.M. to 7:00 A.M., except as provided below, nor permit persons under sixteen years of age to enter or remain upon the premises after 10:30 P.M. on Sunday through Thursday or after 11:30 P.M. on Friday or Saturday. This section shall not be construed to prevent regular employees from performing necessary work within the premises during such prohibited hours of operation.

Any Class 4 licensee shall have the privilege, upon the payment of an additional fee of seven hundred thirty-four dollars (\$734.00), of remaining open on Sundays until the hour of five o'clock A.M. and weekdays until the hour of four o'clock A.M., provided however, that where one-half of the buildings located within a distance of four hundred feet, measured from property line to property line and excluding streets, alleys, and public ways, from the licensee's Class 4 premises are used for residence or apartment house purposes, the license shall first obtain and file with the City Comptroller the written consent of a majority of the legal voters residing within that area.

SECTION 3. If any provision of this ordinance or its application to any person or circumstance is held invalid, such invalidity shall not affect other provisions or

applications of this ordinance which can be given effect without the invalid application or provision, and to this end the provisions of this ordinance are severable.

All presently licensed establishments of the type described in Section 1 thereof shall automatically have their present license converted to a Class 4 Public Place Of Amusement License, pursuant to this ordinance amendment.

SECTION 4. This ordinance shall be in full force and effect from and after April 1, 1987.

SITE SELECTION FOR NEW CENTRAL LIBRARY APPROVED.

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 December 18, 1986, pages 38289--38295, recommending that the City Council pass a proposed ordinance approving the site selection for the New Central Library.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, W. Davis, Smith, D. Davis, Bitoy, Banks, Giles, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr -- 35.

Nays -- Aldermen Burke, Hagopian, Cullerton -- 3.

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

The following is said ordinance as passed:

WHEREAS, On September 8, 1986, the City Council of the City of Chicago (the "City Council") passed an ordinance entitled "An Ordinance Providing for the Issuance of General Obligation Bonds of the City of Chicago and For the Levy and Collection of a Direct Annual Tax Sufficient to Pay the Principal of and Interest on Said Bonds" (the "Bond Ordinance"); and

WHEREAS, Section 12 of the Bond Ordinance provides that the City Comptroller shall be authorized to sell any or all of the Bonds described in the Bond Ordinance after securing approval of the City Council of the site selected for the central library facility; and

WHEREAS, The Board of Library Trustees of the Chicago Public Library (the "Library Board") and its Site Selection Committee have held public hearings, received reports and information from civic organizations, consultants and members of the public with respect to the location for a central library; and

WHEREAS, The Site Selection Committee of the Library Board unanimously recommended that the Library approve a parcel of land in the South Loop known as Block 2

in the area designated as "Blighted Commercial District South Loop" for selection as the site for the new central library and that a portion of Block 1 of the said South Loop District be developed in connection therewith for a use or uses complimentary to and related to the environment created by the new central library; and

WHEREAS, The Library Board unanimously concurred with the recommendations of the Site Selection Committee and on December 9, 1986, passed a resolution recommending that the two blocks so selected, which blocks are referred to as "Library Center," be designated and chosen as the site for the new central library and related facilities by the City Council; and

WHEREAS, The City Council finds that the selection of the Library Center site for a new central library is in the best interests of the citizens of the City of Chicago, will best serve users of a public library, will provide enhanced reading, research and related facilities, and will enable the Chicago Public Library to best serve all library users; and

WHEREAS, Library Center has convenient access for users, being located adjacent to subway lines, elevated lines, bus routes and expressways; is within walking distance of thousands of workers, college and university students and professional users and groups; is within three blocks of thirteen educational institutions and is in proximity to Printer's Row, Dearborn Park and River City, the growing residential neighborhoods south of the Loop; and

WHEREAS, The location of the central library at Library Center is consistent with the objectives of the South Loop Redevelopment Plan; and

WHEREAS, The use of Library Center as the site for the new central library and library-related uses is consistent with the designation and uses for this area in the Redevelopment Project South Loop approved by the Commercial District Development Commission of the City of Chicago and the City Council; and

WHEREAS, The City of Chicago presently owns all of Block 2 and said Block is or soon will be cleared of all structures and therefore said Block 2 will be readily available for the development of a new central library without further cost and delay; and

WHEREAS, The acquisition of the remaining land in Block 1 in project South Loop is useful and necessary for the completion of the new central library and all of the facilities related thereto to be constructed at Library Center, such facilities, collectively, being referred to as the "Project"; and

WHEREAS, The City of Chicago is a home rule unit of government under Article VII, Section 6 of the Illinois Constitution of 1970 and the City may use its home rule powers to acquire land necessary for the development of the Project; and

WHEREAS, It is in the best interests of the City that this Ordinance receive expeditious consideration by the City Council; now, therefore,

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

SECTION 1. The City Council hereby finds that all of the recitals contained in the preamble to this Ordinance are full, true and correct and said recitals are incorporated into this Ordinance by reference.

SECTION 2. The City Council hereby selects and designates the following parcels within the area designated as Blighted Commercial Area South Loop (as designated by Ordinance enacted by the City Council on July 7, 1978 and as reaffirmed by ordinances enacted December 12, 1980, July 15, 1982 and January 18, 1983) as the site for the new central library for the City of Chicago and for related uses to be developed in connection therewith complementary to the environment created by the new central library, which area shall be known as "Library Center":

- All of Block 2
- Parcels 1-5, 1-6, 1-7, 1-8, 1-9, 1-10, 1-11, 1-12, 1-13, 1-14, and 1-15 of Block 1

The legal descriptions of said parcels are attached hereto as Appendix A.

SECTION 3. The designation of the land described in Section 2 hereof as a site for the new central library and for related library purposes is approved pursuant to Section 12 of the Bond Ordinance. The available funds from the proceeds of the sale of such bonds and other available funds shall be used to acquire, design and construct the Project.

SECTION 4. The City Council hereby directs that the remaining land within Library Center not currently owned by the City forthwith be acquired for the purposes described herein. Offers to purchase shall be made to the owners of the parcels of property not already owned by the City of Chicago. If said parcels are unable to be acquired through negotiation and purchase, eminent domain proceedings hereby are authorized to be instituted in the Circuit Court of Cook County to acquire all such parcels.

SECTION 5. The Commissioner of the Department of Planning and the Commissioner of the Department of Public Works shall, in consultation with the Library Board and its staff, prepare a plan of development for the Project at Library Center (the "Development Plan"), setting forth the schedule of development, the nature of the structures to be erected, the open space to be preserved, the uses for which the library-related facilities may be devoted and similar matters. The Development Plan shall be submitted to the Budget Director for approval of the costs thereof in accordance with the funds available therefor. The Development Plan shall provide for:

A. The development of the site, the provision of facilities and the designation of uses consistent with the program of the Chicago Public Library;

B. Uses, facilities, transportation features, open space, amenities and other features consistent with the South Loop Redevelopment Plan as approved by the Commercial District Development Commission;

C. The provision for adequate off-street parking sufficient to serve the public and library staff;

D. A single-use building as the central library of the Chicago Public Library and related uses on Block 2; and

E. Assurance that the central library is designed and/or constructed with appropriate provision for competitive proposals (provided that this provision does not preclude the design and development to be undertaken by the Department of Public Works).

SECTION 6. After its preparation and approval pursuant to Section 5 hereof, the Development Plan shall be submitted to the Library Board, and, upon approval by the Library Board, shall be submitted to the Commercial District Development Commission for its consideration. Construction plans for the Project shall be subject to the approval of the Library Board and the Department of Public Works.

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

Appendix A attached to this ordinance reads as follows:

Appendix A.

*Legal Description Of
Library Place.*

Block 2

Beginning At The Intersection Of The Center Lines Of West Jackson Boulevard And South State Street, Thence South Along The Center Line Of South State Street To The Center Line Of West Congress Parkway, Thence West Along The Center Line Of West Congress Parkway To The Center Line Of Plymouth Court, Thence North Along The Center Line Of South Plymouth Court To The Center Line Of West Van Buren Street, Thence East Along The Center Line Of West Van Buren Street To The Point Of Beginning, All In The East 1/2, North East Quarter Of Section 16, Township 39 North, Range 14 East Of The Third Principal Meridian, In The County Of Cook, Illinois.

Block 1

Those Portions Of Block 1 As Described Below, Including Interests In Adjoining Streets And Alleys:

SLC 1-5

Lots 7 And 8 In Assessor's Subdivision Of Lots 2, 5, 8, 11, 14, 17, 20 And 23 In Block 139 In School Section Addition To Chicago In Section 16, Township 39 North, Range 14 East Of The Third Principal Meridian, In Cook County, Illinois.

SLC 1-6

Lot 9 And The Strip Of Land, If Any, Between The West Line Of Lot 9 And The East Line Of Street, As Relocated, In Assessor's Subdivision Of Lots 2, 5, 8, 11, 14, 17, 20 And 23 In Block 139 In School Section Addition To Chicago In Section 16, Township 39 North, Range 14 East Of The Third Principal Meridian, In Cook County, Illinois.

SLC 1-7

Lot 10 In Assessor's Subdivision Of Lots 2, 5, 8, 11, 14, 17, 20 And 23 In Block 139 In School Section Addition To Chicago In Section 16, Township 39 North, Range 14 East Of The Third Principal Meridian, In Cook County, Illinois.

SLC 1-8

Lot 11 And A Strip East And Adjoining Bounded By A Line 101' 7/8" West Of The West Line Of State Street, In Assessor's Subdivision Of Lots 2, 5, 8, 11, 14, 17, 20 And 23 In Block 139 In School Section Addition To Chicago In Section 16, Township 39 North, Range 14 East Of The Third Principal Meridian, In Cook County, Illinois.

SLC 1-9

Lot 14 Together With A Strip Of Land 1' 7/8" Wide Lying West Of And Adjoining The West Line Of Superior Court Partition Resubdivision And East Of And Adjoining A Strip 5 Feet In Width Next East Of And Adjoining Lot 11 In Assessor's Division Of Lots 2, 5, 8, 11, 14, 17, 20 And 23 In Block 139 In School Section Addition To Chicago And Lying North Of The North Line Of W. Van Buren Street And South Of The North Line, Extended West, Of Lot 14 All In The Resubdivision Of Part Of Block 139 In School Section Addition To Chicago, By Superior Court, In Partition Of Lots 4, 9, 15, 16, 21, 22 And The North Half Of Lot 10 And Lot 13 (Except The North 38 Feet Thereof) In School Section Addition To Chicago, In Section 16, Township 39 North, Range 14 East Of The Third Principal Meridian, In Cook County, Illinois.

SLC 1-10

Lot 13 Together With A Strip Of Land 1' 7/8" Wide Lying West Of And Adjoining The West Line Of Superior Court Partition Resubdivision And East Of And Adjoining A Strip 5 Feet In Width Next East Of And Adjoining Lot 11 In Assessor's Division Of Lots 2, 5, 8, 11, 14, 17, 20 and 23 In Block 139 In School Section Addition To Chicago And Lying North Of The North Line, Extended West, Of Lot 14 And South Of The North Line, Extended West Of Lot 13 All In The Resubdivision Of Part Of Block 139 In School Section Addition To Chicago, By Superior Court, In Partition Of Lots 4, 9, 15, 16, 21, 22 And The North Half Of Lot 10 And 13 (Except The North 38 Feet Thereof) In School Section Addition To Chicago, In Section 16, Township 39 North, Range 14 East Of The Third Principal Meridian, In Cook County, Illinois.

SLC 1-11

Lots 9 To 12, Inclusive, Together With A Strip Of Land 6.96 Feet Wide Lying Between The West Line Of Lots 9 To 12 And The East Line Of The 10 Foot Alley In The Resubdivision Of Part Of Block 139 In School Section Addition To Chicago, By Superior Court, In Partition

Of Lots 4, 9, 15, 16, 21, 22, And The North Half Of Lot 10 And Lot 13 (Except The North 38 Feet Thereof) In School Section Addition To Chicago, In Section 16, Township 39 North, Range 14 East Of The Third Principal Meridian, In Cook County, Illinois.

SLC 1-12

Lots 7 And 8, Together With A Strip Of Land Lying Between The West Line Of Lots 7 And 8 And The East Line Of The 10 Foot Alley, In The Resubdivision Of Part Of Block 139 In School Section Addition To Chicago, By Superior Court, In Partition Of Lots 4, 9, 15, 16, 21, 22 And The North Half Of Lot 10 And Lot 13 (Except The North 38 Feet Thereof) In School Section Addition To Chicago, In Section 16, Township 39 North, Range 14 East Of The Third Principal Meridian, In Cook County, Illinois.

SLC 1-13

The South Half Of Lot 10 In G.W. Snow's Subdivision Of Block 139 In School Section Addition To Chicago In Section 16, Township 39 North, Range 14 East Of The Third Principal Meridian, In Cook County, Illinois.

SLC 1-14

Lot 6, Together With A Strip West And Adjoining Lot 6 And East Of The 10 Foot Alley, In The Resubdivision Of Part Of Block 139 In School Section Addition To Chicago, By Superior Court, In Partition Of Lots 4, 9, 15, 16, 21, 22 And The North Half Of Lot 10 And Lot 13 (Except The North 38 Feet Thereof) In School Section Addition To Chicago, In Section 16, Township 39 North, Range 14 East Of The Third Principal Meridian, In Cook County, Illinois.

SLC 1-15

Lots 4 And 5 Together With A Strip West And Adjoining Lots 4 And 5 And East Of The 10 Foot Alley, In The Resubdivision Of Part Of Block 139 In School Section Addition To Chicago, By Superior Court, In Partition Of Lots 4, 9, 15, 16, 21, 22 And The North Half Of Lot 10 And Lot 13 (Except The North 38 Feet Thereof) In School Section Addition To Chicago, In Section 16, Township 39 North, Range 14 East Of The Third Principal Meridian, In Cook County, Illinois.

At this point in the proceedings, Honorable Harold Washington, Mayor, relinquished the Chair to President Pro Tem. Alderman Eugene Sawyer.

AGREEMENT OF LIMITED AGENCY WITH STATE OF ILLINOIS
AUTHORIZED FOR AIR QUALITY MONITORING PROGRAM
AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

On motion of Alderman Evans, the City Council took up for consideration the report of the Committee on Aviation deferred and published in the Journal of the Proceedings of December 18, 1986, pages 38296--38300, recommending that the City Council pass a proposed ordinance authorizing an Agreement of Limited Agency with the State of Illinois for an Air Quality Monitoring Program at Chicago-O'Hare International Airport.

On motion of Alderman Evans, 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

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. The Mayor is authorized to execute and the City Clerk to attest and affix the seal of the City of Chicago upon an Agreement of Limited Agency between the City and the State of Illinois subject to the approval of the City Comptroller and as to form and legality by the Corporation Counsel; said Agreement to be in the attached form:

Agreement of Limited Agency.

Federal Assistance Airport Project.

Federal Project Number 3-17-0022-07

Illinois Project Number 87A-42-1188.

This Agreement, made and entered into by and between the Department of Transportation, Division of Aeronautics of the State of Illinois (hereinafter referred to as "Division"), for and on behalf of the State of Illinois, party of the first part, and the City of Chicago (hereinafter referred to as "Municipality"), party of the second part.

Witnesseth:

Whereas, the Municipality has undertaken the improvement and betterment of a public air navigation facility, known as Chicago-O'Hare International Airport and pursuant

thereto has sponsored various projects under the Airport and Airway Improvement Act of 1982; and

Whereas, the Municipality desired to sponsor a project for the further development of said Chicago-O'Hare International Airport to be known as Project Number 3-17-0022-07 under the Airport and Airway Improvement Program and the provisions for the Federal Airport Act and the regulations promulgated pursuant thereto; and

Whereas, the Municipality has accordingly requested Federal financial assistance in the accomplishment of Project Number 3-17-0022-07 and responsive thereto the Federal Government, through the Federal Aviation Administration, has issued to the Municipality a Grant Agreement in the sum of Four Hundred Thirty-two Thousand Four Hundred Twenty-three Dollars (\$432,423); and

Whereas, the Municipality has appropriated certain monies for the improvement of Chicago-O'Hare International Airport; and

Whereas, the Municipality has requested the Division to act as its agent in certain matters connected with said Project Number 3-17-0022-07 pursuant to statute; and

Whereas, the parties hereto by this Agreement intend (a) to fix their respective responsibilities, with reference to each other, with reference to the accomplishment of said Project Number 3-17-0022-07 and with reference to participation by the United States, and (b) to designate the parties to accept, receipt for and disburse all funds and payment of the Federal Government and of the Municipality used or to be used in payment of the costs and expenses as shall have been incurred by the parties hereto or either of them.

Now, Therefore, for and in consideration of the benefits which will accrue to the parties hereto by virtue of this Agreement and the respective covenants herein contained, it is mutually covenanted and agreed as follows:

1. The Municipality shall be the "Sponsor" of the project above identified except as set forth in paragraph 2 immediately hereafter following.
2. The Division shall contribute financial assistance to the extent hereinafter stated, and furnish project reporting liaison with the Federal Aviation Administration.
3. As between the Municipality, the State of Illinois and the United States, the Municipality shall be the contractual party to such construction contract or contracts as shall be entered into for the accomplishment of the project, subject only to the agency provisions hereinafter set out.
4. Plans, specifications and estimates for said project have been prepared by or at the instance of the Municipality, copies of which will be submitted to the Division of Aeronautics for review prior to the advertising for bids thereon.
5. The Municipality will provide adequate, capable and qualified Illinois Licensed resident project engineer(s) and materials testing technician(s), and will further prepare and transmit such project reports as shall be required by the Federal

Aviation Administration, or the Division, including semi-final and a final inspection report on the project work (or, if more than one construction contract is involved, then on each phase of the project work which is covered by separate contract). The Municipality in its final inspection report or reports, shall certify to the Division that the work involved has been fully completed in accordance with the plans, specifications and contract, as the same shall have been modified or supplemented by change order, supplementary contract or otherwise, and that such work is accepted.

6. The Municipality hereby designates the Division, as its Agent, and the Division hereby accepts said designation to act as Agent for the Municipality.
 - (a) To exercise such direction of the project work as its personnel will permit but limited to a determination that the project is being completed in accordance with plans and specifications, provided that neither the Division nor the State shall be held responsible or be chargeable for any damage resulting from performance or attempted performance of said project work or for any other cause or reason.
 - (b) To accept, receive, receipt for, and deposit with the State Treasurer any and all funds granted, allowed, and paid or made available by the United States under applicable airport development legislation and Congressional appropriations made pursuant thereto, and to disburse upon State warrant such funds in the payment of such project costs as the Division shall determine to be earned and payable.
7. The Municipality shall be a signatory party, in its own name, stead, right and behalf, to the Project Application made or to be made to the Federal Aviation Administration; to the acceptance of such Grant Offer as shall be tendered by the United States, through the Federal Aviation Administration; to such Grant Agreement as shall be executed; and all applications for Grant Payment.
8. The estimated total cost of said project is Five Hundred Seventy-six Thousand Five Hundred Sixty-four Dollars (\$576,564); and a Grant Offer from the United States tendered in the amount of Four Hundred Thirty-two Thousand Four Hundred Twenty-three Dollars (\$432,423); and

accordingly, it is estimated that the share of the Municipality in the cost of the Project Number 3-17-0022-07 will be One Hundred Forty-four Thousand One Hundred Seventy-one Dollars (\$144,171); however, the Municipality specifically agrees that in any event it will pay on the project costs any amount of which the total of actual project costs may and shall exceed the amount of Federal Funds granted to or allowed and paid on project costs, as the same may, with the express consent and approval of the Municipality, be supplemented, amended, changed, or modified subject, however, and only to the budgetary limitations of the Municipality.
9. The Municipality shall establish an account in which shall be deposited all funds pertaining to the project. The Municipality shall have the right to draw checks

against said account, or make withdrawals therefrom, without the approval of the Division and the bank or banks in which said funds are deposited shall be under no obligation to see to the application of said funds.

10. The Municipality agrees to comply at all times with the conditions prescribed in said Section 34 of the Illinois Aeronautics Act, with respect to which the Municipality is required to satisfy the Division under the terms thereof.
11. The Airport shall be used, operated and maintained at all times by the Municipality for the use and benefit of the general public without unjust discrimination, in accordance with the covenants and assurances of the Municipality made with and to the United States.
12. The Municipality shall file with the Division such reports concerning the matters covered by this Agreement, including the use, operation and maintenance of the Airport, as the Department may require from time to time.
13. Notices, reports or other communication required by or transmitted pursuant to this Agreement, to the Division shall be directed to the attention of Director, Division of Aeronautics of the State of Illinois, One Langhorne Bond Drive, Capital Airport, Springfield, Illinois 62706 and to the Municipality shall be directed to the attention of the Commissioner of Aviation and the City Comptroller, City of Chicago, City Hall, Chicago, Illinois 60602.
14. To the extent that the Project Application or Grant Offer requires, this Agreement is made subject and subordinate to the provision thereof.
15. This contract shall be and is deemed to be one entered into pursuant to the Illinois Aeronautics Act of the State of Illinois, and shall be construed and given effect in accordance with said Act and not otherwise.

In Witness Whereof, the parties hereto have caused this Agreement to be executed and their respective seals affixed as of the dates respectively hereafter set forth.

[Signature forms omitted for printing purposes.]

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

AGREEMENT OF LIMITED AGENCY WITH STATE OF
ILLINOIS AUTHORIZED FOR CAPITAL PROJECTS
AT CHICAGO-O'HARE INTERNATIONAL
AIRPORT.

On motion of Alderman Evans, the City Council took up for consideration the report of the Committee on Aviation deferred and published in the Journal of the Proceedings of December 18, 1986, pages 38300--38304, recommending that the City Council pass a proposed ordinance

1/16/87

UNFINISHED BUSINESS

38901

authorizing an Agreement of Limited Agency with the State of Illinois for Capital Projects at Chicago-O'Hare International Airport.

On motion of Alderman Evans, 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

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. The Mayor is authorized to execute and the City Clerk to attest and affix the seal of the City of Chicago upon an Agency and Participation Agreement between the City and the State of Illinois subject to the approval of the City Comptroller and as to form and legality by the Corporation Counsel: said Agreement to be in substantially the following form:

Agreement of Limited Agency.

Federal Assistance Airport Project.

*Federal Project Number 3-17-0022-08
Illinois Project Number 87A-43-1200.*

This Agreement, made and entered into by and between the Department of Transportation, Division of Aeronautics of the State of Illinois (hereinafter referred to as "Division"), for and on behalf of the State of Illinois, party of the first part, and the City of Chicago (hereinafter referred to as "Municipality"), party of the second part.

Witnesseth:

Whereas, the Municipality has undertaken the improvement and betterment of a public air navigation facility, known as Chicago-O'Hare International Airport and pursuant thereto has sponsored various projects under the Airport and Airway Improvement Act of 1982; and

Whereas, the Municipality desired to sponsor a project for the further development of said Chicago-O'Hare International Airport to be known as Project Number 3-17-0022-08 under the Airport and Airway Improvement Program and the provisions for the Federal Airport Act and the regulations promulgated pursuant thereto; and

Whereas, the Municipality has accordingly requested Federal financial assistance in the accomplishment of Project Number 3-17-0022-08 and responsive thereto the Federal Government, through the Federal Aviation Administration, has issued to the Municipality a Grant Agreement in the sum of One Million Nine Hundred Thirty-two Thousand One Hundred Thirty-seven Dollars (\$1,932,137); and

Whereas, the Municipality has appropriated certain monies for the improvement of Chicago-O'Hare International Airport; and

Whereas, the Municipality has requested the Division to act as its agent in certain matters connected with said Project Number 3-17-0022-08 pursuant to statute; and

Whereas, the parties hereto by this Agreement intend (a) to fix their respective responsibilities, with reference to each other, with reference to the accomplishment of said Project Number 3-17-0022-08 and with reference to participation by the United States, and (b) to designate the parties to accept, receipt for and disburse all funds and payment of the Federal Government and of the Municipality used or to be used in payment of the costs and expenses as shall have been incurred by the parties hereto or either of them.

Now, Therefore, for and in consideration of the benefits which will accrue to the parties hereto by virtue of this Agreement and the respective covenants herein contained, it is mutually covenanted and agreed as follows:

1. The Municipality shall be the "Sponsor" of the project above identified, except as set forth in paragraph 2 immediately hereafter following.
2. The Division shall contribute financial assistance to the extent hereinafter stated, and furnish project reporting liaison with the Federal Aviation Administration.
3. As between the Municipality, the State of Illinois and the United States, the Municipality shall be the contractual party to such construction contract or contracts as shall be entered into for the accomplishment of the project, subject only to the agency provisions hereinafter set out.
4. Plans, specifications and estimates for said project have been prepared by or at the instance of the Municipality, copies of which will be submitted to the Division of Aeronautics for review prior to the advertising for bids thereon.
5. The Municipality will provide adequate, capable and qualified Illinois Licensed resident project engineer(s) and materials testing technician(s), and will further prepare and transmit such project reports as shall be required by the Federal Aviation Administration, or the Division, including semi-final and a final inspection report on the project work (or, if more than one construction contract is involved, then on each phase of the project work which is covered by separate

contract). The Municipality in its final inspection report or reports, shall certify to the Division that the work involved has been fully completed in accordance with the plans, specifications and contract, as the same shall have been modified or supplemented by change order, supplementary contract or otherwise, and that such work is accepted.

6. The Municipality hereby designates the Division, as its Agent, and the Division hereby accepts said designation to act as Agent for the Municipality.

(a) To exercise such direction of the project work as its personnel will permit but limited to a determination that the project is being completed in accordance with plans and specifications, provided that neither the Division nor the State shall be held responsible or be chargeable for any damage resulting from performance or attempted performance of said project work or for any other cause or reason.

(b) To accept, receive, receipt for, and deposit with the State Treasurer any and all funds granted, allowed, and paid or made available by the United States under applicable airport development legislation and Congressional appropriations made pursuant thereto, and to disburse upon State warrant such funds in the payment of such project costs as the Division shall determine to be earned and payable.

7. The Municipality shall be a signatory party, in its own name, stead, right and behalf, to the Project Application made or to be made to the Federal Aviation Administration; to the acceptance of such Grant Offer as shall be tendered by the United States, through the Federal Aviation Administration; to such Grant Agreement as shall be executed; and all applications for Grant Payment.

8. The estimated total cost of said project is Two Million One Hundred Forty-six Thousand Eight Hundred Nineteen Dollars (\$2,146,819); and a Grant Offer from the United States tendered in the amount of One Million Nine Hundred Thirty-two Thousand One Hundred Thirty-seven Dollars (\$1,932,137); and

accordingly, it is estimated that the share of the Municipality in the cost of the Project Number 3-17-0022-08 will be Five Hundred Thirty-six Thousand Seven Hundred Five Dollars (\$536,705); however, the Municipality specifically agrees that in any event it will pay on the project costs any amount of which the total actual project costs may and shall exceed the amount of Federal Funds granted to or allowed and paid on project costs, as the same may, with the express consent and approval of the Municipality, be supplemented, amended, changed, or modified subject, however, and only to the budgetary limitations of the Municipality.

9. The Municipality shall establish an account in which shall be deposited all funds pertaining to the project. The Municipality shall have the right to draw checks against said account, or make withdrawals therefrom, without the approval of the Division and the bank or banks in which said funds are deposited shall be under no obligation to see to the application of said funds.

10. The Municipality agrees to comply at all times with the conditions prescribed in said Section 34 of the Illinois Aeronautics Act, with respect to which the Municipality is required to satisfy the Division under the terms thereof.
11. The Airport shall be used, operated and maintained at all times by the Municipality for the use and benefit of the general public without unjust discrimination, in accordance with the covenants and assurances of the Municipality made with and to the United States.
12. The Municipality shall file with the Division such reports concerning the matters covered by this Agreement, including the use, operation and maintenance of the Airport, as the Department may require from time to time.
13. Notices, reports or other communication required by or transmitted pursuant to this Agreement, to the Division shall be directed to the attention of Director, Division of Aeronautics of the State of Illinois, One Langhorne Bond Drive, Capital Airport, Springfield, Illinois 62706 and to the Municipality shall be directed to the attention of the Commissioner of Aviation and the City Comptroller, City of Chicago, City Hall, Chicago, Illinois 60602.
14. To the extent that the Project Application or Grant Offer requires, this Agreement is made subject and subordinate to the provision thereof.
15. This contract shall be and is deemed to be one entered into pursuant to the Illinois Aeronautics Act of the State of Illinois, and shall be construed and given effect in accordance with said Act and not otherwise.

In Witness Whereof, the parties hereto have caused this Agreement to be executed and their respective seals affixed as of the dates respectively hereafter set forth.

[Signature forms omitted for printing purposes.]

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

**EXECUTION OF REVISED AGENCY AND PARTICIPATION
AGREEMENT WITH STATE OF ILLINOIS AUTHORIZED
FOR AIRPORT IMPROVEMENTS AT CHICAGO
MIDWAY AIRPORT.**

On motion of Alderman Evans, the City Council took up for consideration the report of the Committee on Aviation deferred and published in the Journal of the Proceedings of December 18, 1986, pages 38308--38315, recommending that the City Council pass a proposed ordinance authorizing the execution of a Revised Agency and Participation Agreement with the State of Illinois for airport improvements at Chicago Midway Airport.

On motion of Alderman Evans, 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

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. The Mayor is authorized to execute and the City Clerk to attest and affix the seal of the City of Chicago upon a Revised Agency and Participation Agreement between the City and the State of Illinois subject to the approval of the City Comptroller and as to form and legality by the Corporation Counsel; said Agreement to be in substantially the attached form:

*Revised Agency and Participation Agreement
(State and Federally Assisted Airport Development).*

This Agreement made and entered into by and between the Division of Aeronautics of the Illinois Department of Transportation, (hereinafter referred to as the "Division"), for and in behalf of the State of Illinois, and the City of Chicago, Illinois (hereinafter referred to as the "Municipality").

Witnesseth:

Whereas, the Municipality desires to sponsor a project for the further development of a public air navigation facility, known or to be designated as the Chicago Midway Airport under the Airport and Airway Improvement Act of 1982, Title 49, United States Code, Section 2201 *et seq.*, (hereinafter referred to as "A.I.P."), and Rules, Regulations and Procedures promulgated pursuant thereto; and under the Illinois Aeronautics Act, Illinois Revised Statutes, Chapter 15 1/2, Paragraph 22.1 *et seq.*; and

Whereas, this project shall be identified as Ill. Proj. 85A-17-1076, A.I.P. Project 3-17-0025-04, and described as:

"Construct, mark and light new Runway 13R/31L (3850' x 60'); construct, mark and light new parallel and connecting taxiways to Runway 13R/31L (35' x 6200' and 60' x 1200'); construct, mark, and light exit taxiway to northwest end of renumbered Runway 13L/31R (60' x 600'); construct south airport drainage system; acquire land (approx. 2 acres, fee) for airport development."

Whereas, the parties hereto have previously entered into an Initial Agency and Participation Agreement to Develop an Airport Project concerning the aforementioned project and all duties of the parties under this prior Agreement have been fulfilled; and

Whereas, the Municipality has applied for state assistance in procuring state and federal funds and desires the Division to act as Municipality's agent in matters connected with the project described above; and

Whereas, the Division has filed a preapplication for federal funds with the Federal Aviation Administration ("F.A.A.") on behalf of the Municipality and has been appropriated certain monies for the aforesaid project; and

Whereas, the F.A.A. has issued to the Municipality a Grant Offer in the sum of \$11,043,970.00 and a First Amendment to Grant Agreement increasing the Federal funds to \$12,148,367.00; and

Whereas, the parties hereto, by this agreement, do hereby (a) fix their respective responsibilities, with reference to each other, with reference to the accomplishment of said project and with reference to the United States, and (b) designate the Division as the party to accept, receipt for and disburse all Federal, State and Municipal funds used or to be used in payment of the costs of said project or in reimbursement to either of the parties hereto for costs previously incurred;

Now, Therefore, for and in consideration of the benefits which will accrue to the parties hereto by virtue of completion of the project, it is Mutually Covenanted and Agreed as follows:

1. The Municipality and not the Division shall, for all purposes, be the "Sponsor" of the project identified above as defined in Section 503(21) of the A.I.P. As the Sponsor, the Municipality agrees to assume the responsibility that all aspects of the grant and project and later operation of the facility are done in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures or any other directives.
2. A Grant Offer from the United States has been tendered in the amount of \$11,043,970.00 and amended to \$12,148,367.00. It is estimated that the share of the Municipality in the estimated project construction costs will be approximately \$420,500.00, and that its share of total project costs will be approximately \$674,910.00. The Municipality specifically agrees that it shall pay any project costs which exceed the sum of the Division's funds and Federal funds as are herein committed for this project.

The estimated total project cost for said project is \$13,498,186.00. The Division hereby agrees, subject to the approval of the Governor, to participate in the project, for payment of such project costs as are allowed under Section 34 of the Illinois Aeronautics Act.

On project costs eligible for ninety and no/1000 percent (90.000%) F.A.A. participation, the Division will participate up to five and no/1000 percent (5.000%).

Subject to the approval of the Governor, the Division will participate to the extent of the aforesaid appropriate percentages in overruns and contingencies approved by the Division, but in no event shall the Division's participation in any approved overruns and contingencies cause the total amount of the Division's participation in the project as a whole to exceed \$674,909.00. It is further agreed that the Municipality will reimburse the Division for any payment or payments made hereunder by the Division which are in excess of the Division's percentage of financial participation as heretofore stated or in excess of the Division's total participation.

Payments to the Contractor and/or Consulting Engineer shall be made from time to time on the basis of field reports submitted by the Resident or Project Engineer and approved by the Chief Engineer of the Division, up to ninety percent (90%) of contract price. The remaining ten percent (10%) may be retained by the Division until after the contract has been completed and accepted and all other requirements of the contract agreed to be performed by the Contractor and/or Engineer are properly completed.

3. By executing this agreement, the Municipality certifies to the Division that it has sufficient funds to meet its share of the costs as heretofore stated.
4. The Division shall, for all purposes in connection with the project identified above, be the Agent of the Municipality. The Municipality herewith grants the Division a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, receipt for, and deposit with the State Treasurer any and all project funds granted, allowed, and paid or made available by the (1) United States under the A.I.P. and congressional appropriation made pursuant thereto; (2) the State of Illinois;
 - b. shall, after the execution of Federal grant agreement, approve the award of contracts;
 - c. participate in pre-construction conferences, issue orders as it deems appropriate regarding construction progress, including, but not limited to, Notices to Proceed, Stop Work Orders, and Change Orders;
 - d. exercise such supervision and direction of the project work as the Division reasonably finds appropriate. Where there is irreconcilable conflict or differences of opinion, judgment, order or direction between the Division and any engineer, contractor, or the Municipality, the Division shall issue a written order which shall prevail and be controlling;

- e. receive, review, approve, and pay invoices and payment requests for services and materials supplied in accordance with Division approved contracts;
 - f. coordinate and conduct semi-final and final inspections;
 - g. obtain contractor and material supplier releases in accordance with state law;
 - h. review, approve and submit "as built" plans to the F.A.A.;
 - i. pay to the Municipality, from Federal and State project funds, where the Municipality has contributed more than its share of reasonable land acquisition costs, the excess portion of costs so incurred by the Municipality. This provision shall apply only to land acquired for airport purposes and only upon proof that clear title to said land is vested in the Municipality. These costs include purchase price and costs incidental to acquisition of the said land, excluding administrative costs;
 - j. pay to the Municipality, from Federal and State project funds, the portion of reasonable and eligible project costs incurred by the Municipality that are in excess of the Municipality's share.
5. Notwithstanding the provisions of Paragraph 4 above, the Municipality shall be the signatory party, in its own name, stead, right and behalf, to the Application for Federal Assistance made or to be made to the F.A.A., to the Acceptance of such Grant Offer as shall be tendered by the United States, through the F.A.A., and to any and all Amendments to such Grant Agreement. The Division shall submit this Agency and Participation Agreement to the F.A.A. after its execution.
6. The Municipality, and not the Division or the United States, shall be the contractual party to all construction or engineering contract(s) entered into for the accomplishment of the project.
7. The Municipality shall have employed for this project, by a contract approved by the Division and F.A.A. a consulting engineer pre-qualified in accordance with the Division's procedures and registered in the State of Illinois to provide:
- a. qualified Resident or Project Engineer(s), registered in the State of Illinois and approved by the Division; and
 - b. materials testing technician(s) approved by the Division; and
 - c. any project reports required by the Division or the F.A.A. Further, for each phase of project work which is covered by separate contract, the Resident or Project Engineer shall render to the Division both a semi-final and final inspection report. The final inspection report(s) shall certify to the Division and to the Municipality that the work involved has been fully completed in accordance with the plans, specifications and contract(s), as

the same have been modified or supplemented by the Division and F.A.A. approved change order, supplementary contract or otherwise, and that the work is acceptable to the Resident or Project Engineer.

8.
 - a. The Municipality agrees that it will strictly comply with all State and Federal laws, rules, regulations, program guidance letters, assurances and covenants which are relevant to this project, including, but not limited to, those stated in or incorporated by reference in the Federal Grant Agreement during the construction of this project.
 - b. The Municipality and the Division agree that this document constitutes the grant agreement required by the "Illinois Grant Funds Recovery Act". The parties also agree to amend this agreement if necessary to comply with said Act.
 9. The Municipality guarantees that:
 - a. the air navigation facility which is the subject of this agreement will be owned or effectively controlled, operated, repaired and maintained adequately during its full useful life, or a period of not less than 20 years, whichever is longer, for the rightful, fair, equal and uniform use and benefit of the public; and
 - b. it will comply with all applicable State and Federal laws, rules, regulations, procedures, covenants and assurances required by the State of Illinois or the F.A.A. in connection with the A.I.P. grant in the operation of the facility; and
 - c. it will file with the Division and the F.A.A. such reports as may be requested concerning the use, maintenance, and operation of the Airport.
 10. The Municipality agrees to keep complete and adequate books and records in accordance with standard accounting procedures prescribed by the F.A.A. relating to the project described in this agreement and all books and records shall be open to inspection and examination by the Division or the F.A.A. at any reasonable time.
 11. No leases will be entered into by the Municipality which grant exclusive use rights to any grantee for any aviation facilities which are the subject of this project.
 12. The Municipality agrees not to dispose of airport land by sale or lease without consent of the Division and the F.A.A. In the event such consent is obtained, the Municipality further agrees to utilize for airport development the State and the Federal share of the acquisition cost or the fair market value of the land at the time of the sale, whichever is greater, based upon the percent of participation by the respective parties in the original purchase. The proceeds from the sale of airport land which have had State and Federal participation shall be reserved and

expended on items of work which would be normally eligible for State and Federal funds without benefit of those matching funds. Toward this end, the Municipality shall include a provision in each instrument recorded for every interest in land secured under this agreement which reads as follows:

The property interest of the Municipality in this real estate cannot be transferred without the written approval of the Illinois Department of Transportation, Division of Aeronautics. Furthermore, in the event any such interest is no longer used for an approved airport purpose without the written approval of the Division, that interest shall revert to a public airport sponsor appointed by the Division.

13. The Municipality agrees that all revenues generated by the airport and the non-aeronautical use of airport land, purchased under this project, will be deposited in a special fund and expended for the capital or operating costs of the airport, the local airport system, or other local facilities which are owned or operated by the Municipality and directly related to the actual transportation of airport passengers or property.
14. Notices, reports or other communications required by or transmitted pursuant to this agreement to the Division shall be directed to the attention of the Director of Aeronautics, Department of Transportation, Division of Aeronautics, One Langhorne Bond Drive, Capital Airport, Springfield, Illinois 62706.

Notices, reports or other communications required by or transmitted pursuant to this agreement to the Municipality shall be directed to the attention of the Commissioner of Aviation, Room 3000, 20 North Clark Street, Chicago, Illinois 60602.
15. This agreement is entered into pursuant to the Illinois Aeronautics Act and the A.I.P. and shall be subject to and construed in accordance with said Acts. In the event of a conflict between State and Federal law, rule, regulation, etc., the Federal provision shall control.
16. In the event that the F.A.A., acting for the United States, shall refuse or fail to extend a Grant Offer on this project by the close of the next Federal fiscal year, or should the Division otherwise determine that a Grant will not be offered or has expired, this agreement shall automatically be voided and become of no force and effect, except that any monies actually deposited by the Municipality and held with the State Treasurer for project purposes shall be returned to the Municipality.
17. The Municipality covenants to zone (within its powers to do so) the airport and its environs for compatible land uses. The Municipality shall adopt airport hazard zoning regulations or shall request the Division to adopt hazard zoning under Section 17 of the Airport Zoning Act, Illinois Revised Statutes, Chapter 15 1/2, Paragraph 48.1, *et seq.*

18. This agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
19. The Division shall accept responsibility for all decisions or determinations subject to the provision that in carrying out any of the terms of this Agreement or in exercising any power or authority granted thereby, there shall be no personal liability upon the Division or its authorized representative, it being understood that in such matters they act as agents and representatives of the State.
20. The Municipality hereby certifies to the Division that it will have acquired clear title in fee simple to all real estate upon which construction work is to be performed and a sufficient interest (easement or otherwise) in any other real estate which may be affected by the construction process.
21. No construction shall be commenced until the Division issues a "Notice to Proceed."
22. In the event the Municipality breaches this agreement in any way whatsoever, be it prior to construction, during construction or after the project is completed and in operation, or in the event the Municipality fails to diligently pursue construction progress or operation of the completed facility, the Division shall have any or all the following non-exclusive remedies available to it:
 - a. the right to seek specific performance;
 - b. the right to assume control and operation of the construction or the completed facility for the useful life of the facility or 20 years from the execution date of this agreement which right the Division may assign to any public agency as defined in the A.I.P.;
 - c. the right to refuse to provide State assistance for future aviation programs and to terminate any current State assistance;
 - d. the right to seek reimbursement of all State funds provided for the project;
 - e. any other remedy available at law or in equity.
23. This agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
24. Any grant under this agreement shall be valid for the useful life of the above-described project or for twenty (20) years, whichever is longer.
25. All commitments by the Municipality hereunder are subject to constitutional and statutory limitations and restrictions binding upon it and to the availability of funds which lawfully may be applied.

26. It is understood and agreed by the parties hereto that this agreement supersedes and replaces the Agency and Participation Agreement executed by the City of Chicago on October 31, 1984 and by the Department of Transportation, Division of Aeronautics on February 21, 1985.

In Witness Whereof, the parties hereto have caused this Agreement to be executed and their respective seals affixed as of the dates respectively hereafter set forth.

[Signature forms omitted for printing purposes.]

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

AGENCY AND PARTICIPATION AGREEMENT WITH STATE OF
ILLINOIS AUTHORIZED FOR AIRPORT IMPROVEMENTS
AT CHICAGO MIDWAY AIRPORT.

On motion of Alderman Evans, the City Council took up for consideration the report of the Committee on Aviation, deferred and published in the Journal of the Proceedings of December 18, 1986, pages 38315--38322, recommending that the City Council pass a proposed ordinance authorizing an Agency and Participation Agreement with the State of Illinois for airport improvements at Chicago Midway Airport.

On motion of Alderman Evans, 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

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. The Mayor is authorized to execute and the City Clerk to attest and affix the seal of the City of Chicago upon an Agency and Participation Agreement between the City and the State of Illinois subject to the approval of the City Comptroller and as to form and legality by the Corporation Counsel; said Agreement to be in the attached form:

*Agency and Participation Agreement
(State and Federally Assisted Airport Development).*

This Agreement made and entered into by and between the Division of Aeronautics of the Illinois Department of Transportation, (hereinafter referred to as the "Division"), for and in behalf of the State of Illinois, and the City of Chicago, Illinois, (hereinafter referred to as the "Municipality").

Witnesseth:

Whereas, the Municipality desires to sponsor a project for the further development of a public air navigation facility, known or to be designated as the Chicago Midway Airport under the Airport and Airway Improvement Act of 1982, Title 49, United States Code, Section 2201 *et seq.*, (hereinafter referred to as "A.I.P."), and Rules, Regulations and Procedures promulgated pursuant thereto; and under the Illinois Aeronautics Act, Illinois Revised Statutes, Chapter 15 1/2, Paragraph 22.1 *et seq.*; and

Whereas, this project shall be identified as Ill. Proj. 86A-23-1178, A.I.P. Project 3-17-0025-07, and described as:

Strengthen, mark, groove and rehabilitate lights (M.I.) on Runway 4R/22L (6102'x150') including new edge drains, new blast pads (150'x150'), shoulder widening (from 12.5' to 20'), removal of storm drain gutters and inlets, and regrading of runway safety area; reconstruct connecting taxiways to Runway 4R/22L (approx. 4200 s.y.); construct stub taxiways for future parallel taxiway to Runway 13L31R (approx. 5,800 s.y.); rehabilitate electrical equipment within electrical vault; acquire six pieces of snow removal equipment; and acquire Parcel 40 (fee)

Whereas, the Municipality has applied for state assistance in procuring state and federal funds and desires the Division to act as Municipality's agent in matters connected with the project described above; and

Whereas, the Division has filed a preapplication for federal funds with the Federal Aviation Administration ("F.A.A.") on behalf of the Municipality and has been appropriated certain monies for the aforesaid project; and

Whereas, the F.A.A. has issued to the Municipality a Grant Offer in the sum of \$7,253,100.00; and

Whereas, the parties hereto, by this agreement, do hereby (a) fix their respective responsibilities, with reference to each other, with reference to the accomplishment of said project and with reference to the United States, and (b) designate the Division as the party to accept, receipt for and disburse all Federal, State and Municipal funds used or to be used in payment of the costs of said project or in reimbursement to either of the parties hereto for costs previously incurred;

Now, Therefore, for and in consideration of the benefits which will accrue to the parties hereto by virtue of completion of the project, it is Mutually Covenanted and Agreed as follows:

1. The Municipality and not the Division shall, for all purposes, be the "Sponsor" of the project identified above as defined in Section 503(21) of the A.I.P. As the

Sponsor, the Municipality agrees to assume the responsibility that all aspects of the grant and project and later operation of the facility are done in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures or any other directives.

2. A Grant Offer from the United States has been tendered in the amount of \$7,253,100.00. It is estimated that the share of the Municipality in the estimated project construction costs will be approximately \$299,230.00, and that its share of total project costs will be approximately \$440,950.00. The Municipality specifically agrees that it shall pay any project costs which exceed the sum of the Division's funds and Federal funds as are herein committed for this project.

The estimated total project cost for said project is \$8,059,000.00. The Division hereby agrees, subject to the approval of the Governor, to participate in the project, for payment of such project costs as are allowed under Section 34 of the Illinois Aeronautics Act.

On project costs eligible for ninety and no/1000 percent (90.000%) F.A.A. participation, the Division will participate up to five and no/1000 percent (5.000%).

Subject to the approval of the Governor, the Division will participate to the extent of the aforesaid appropriate percentages in overruns and contingencies approved by the Division, but in no event shall the Division's participation in any approved overruns and contingencies cause the total amount of the Division's participation in the project as a whole to exceed \$364,950.00. It is further agreed that the Municipality will reimburse the Division for any payment or payments made hereunder by the Division which are in excess of the Division's percentage of financial participation as heretofore stated or in excess of the Division's total participation.

Payments to the Contractor and/or Consulting Engineer shall be made from time to time on the basis of field reports submitted by the Resident or Project Engineer and approved by the Chief Engineer of the Division, up to ninety percent (90%) of contract price. The remaining ten percent (10%) may be retained by the Division until after the contract has been completed and accepted and all other requirements of the contract agreed to be performed by the Contractor and/or Engineer are properly completed.

3. By executing this agreement, the Municipality certifies to the Division that it has sufficient funds to meet its share of the costs as heretofore stated.
4. The Division shall, for all purposes in connection with the project identified above, be the Agent of the Municipality. The Municipality herewith grants the Division a power of attorney to act as its agent to perform the following services:
 - a. accept, receive receipt for, and deposit with the State Treasurer any and all project funds granted, allowed, and paid or made available by the (1)

United States under the A.I.P. and congressional appropriation made pursuant thereto and (2) the State of Illinois;

- b. shall, after the execution of Federal grant agreement, approved the award of contracts;
- c. participate in pre-construction conferences, issue orders as it deems appropriate regarding construction progress, including, but not limited to, approval of Notices to Proceed, Stop Work Orders, and Change Orders;
- d. exercise such supervision and direction of the project work as the Division reasonably finds appropriate. Where there is irreconcilable conflict or differences of opinion, judgment, order or direction between the Division and any engineer, contractor, or the Municipality, the Division shall issue a written order which shall prevail and be controlling;
- e. receive, review, approve, and pay invoices and payment requests for services and materials supplied in accordance with Division approved contracts;
- f. coordinate and conduct semi-final and final inspections;
- g. obtain contractor and material supplier releases in accordance with state law;
- h. review, approve and submit "as built" plans to the F.A.A.;
- i. pay to the Municipality, from Federal and State project funds, where the Municipality has contributed more than its share of reasonable land acquisition costs, the excess portion of costs so incurred by the Municipality. This provision shall apply only to land acquired for airport purposes and only upon proof that clear title to said land is vested in the Municipality. These costs include purchase price and costs incidental to acquisition of the said land, excluding administrative costs;
- j. pay to the Municipality, from Federal and State project funds, the portion of reasonable and eligible project costs incurred by the Municipality that are in excess of the Municipality's share.

- 5. Notwithstanding the provisions of Paragraph 4 above, the Municipality shall be the signatory party, in its own name, stead, right and behalf, to the Application for Federal Assistance made or to be made to the F.A.A., to the Acceptance of such Grant Offer as shall be tendered by the United States, through the F.A.A., and to any and all Amendments to such Grant Agreement. The Division shall submit this Agency and Participation Agreement to the F.A.A. after its execution.
- 6. The Municipality, and not the Division or the United States, shall be the contractual party to all construction or engineering contract(s) entered into for the accomplishment of the project.

7. The Municipality shall have employed for this project, by a contract approved by the Division and F.A.A. a consulting engineer pre-qualified in accordance with the Division's procedures and registered in the State of Illinois to provide:
 - a. qualified Resident or Project Engineer(s), registered in the State of Illinois and approved by the Division; and
 - b. materials testing technician(s) approved by the Division; and
 - c. any project reports required by the Division or the F.A.A. Further, for each phase of project work which is covered by separate contract, the Resident or Project Engineer shall render to the Division both a semi-final and final inspection report. The final inspection report(s) shall certify to the Division and to the Municipality that the work involved has been fully completed in accordance with the plans, specifications and contract(s), as the same have been modified or supplemented by the Division and F.A.A. approved change order, supplementary contract or otherwise, and that the work is acceptable to the Resident or Project Engineer.
8.
 - a. The Municipality agrees that it will strictly comply with all State and Federal laws, Rules, Regulations, Program Guidance Letters, Assurances and Covenants which are relevant to this project, including, but not limited to, those stated in or incorporated by reference in the Federal Grant Agreement during the construction of this project.
 - b. The Municipality and the Division agree that this document constitutes the grant agreement required by the "Illinois Grant Funds Recovery Act". The parties also agree to amend this agreement if necessary to comply with said Act.
9. The Municipality guarantees that:
 - a. the air navigation facility which is the subject of this agreement will be owned or effectively controlled, operated, repaired and maintained adequately during its full useful life, or a period of not less than 20 years, whichever is longer, for the rightful, fair, equal and uniform use and benefit of the public; and
 - b. it will comply with all applicable State and Federal laws, rules, regulations, procedures, covenants and assurances required by the State of Illinois or the F.A.A. in connection with the A.I.P. grant in the operation of the facility; and
 - c. it will file with the Division and the F.A.A. such reports as may be requested concerning the use, maintenance, and operation of the airport.
10. The Municipality agrees to keep complete and adequate books and records in accordance with standard accounting procedures prescribed by the F.A.A.

relating to the project described in this agreement and all books and records shall be open to inspection and examination by the Division or the F.A.A. at any reasonable time.

11. No leases will be entered into by the Municipality which grant exclusive use rights to any grantee for any aviation facilities which are the subject of this project.
12. The Municipality agrees not to dispose of airport land by sale or lease without consent of the Division and the F.A.A. In the event such consent is obtained, the Municipality further agrees to utilize for airport development the State and the Federal share of the acquisition cost or the fair market value of the land at the time of the sale, whichever is greater, based upon the percent of participation by the respective parties in the original purchase. The proceeds from the sale of airport land which have had State and Federal participation shall be reserved and expended on items of work which would be normally eligible for State and Federal funds without benefit of those matching funds. Toward this end, the Municipality shall include a provision in each instrument recorded for every interest in land secured under this agreement which reads as follows:

The property interest of the Municipality in this real estate cannot be transferred without the written approval of the Illinois Department of Transportation, Division of Aeronautics. Furthermore, in the event any such interest is no longer used for an approved airport purpose without the written approval of the Division, that interest shall revert to a public airport sponsor appointed by the Division.

13. The Municipality agrees that all revenues generated by the airport and the non-aeronautical use of airport land, purchased under this project, will be deposited in a special fund and expended for the capital or operating costs of the airport, the local airport system, or other local facilities which are owned or operated by the Municipality and directly related to the actual transportation of airport passengers or property.
14. Notices, reports or other communications required by or transmitted pursuant to this agreement to the Division shall be directed to the attention of the Director of Aeronautics, Department of Transportation, Division of Aeronautics, One Langhorne Bond Drive, Capital Airport, Springfield, Illinois 62706.

Notices, reports or other communications required by or transmitted pursuant to this agreement to the Municipality shall be directed to the attention of the Commissioner of Aviation, Room 3000, 20 North Clark Street, Chicago, Illinois 60602.

15. This agreement is entered into pursuant to the Illinois Aeronautics Act and the A.I.P. and shall be subject to and construed in accordance with said Acts. In the event of a conflict between State and Federal law, rule, regulation, etc., the Federal provision shall control.

16. In the event that the F.A.A., acting for the United States, shall refuse or fail to extend a Grant Offer on this project by the close of the next Federal fiscal year, or should the Division otherwise determine that a Grant will not be offered or has expired, this agreement shall automatically be voided and become of no force and effect.
17. The Municipality covenants to zone (within its powers to do so) the airport and its environs for compatible land uses. The Municipality shall adopt airport hazard zoning regulations or shall request the Division to adopt airport hazard zoning under Section 17 of the Airport Zoning Act, Illinois Revised Statutes, Chapter 15 1/2, Paragraph 48.1, *et seq.*
18. This agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
19. The Division shall accept responsibility for all decisions or determinations subject to the provision that in carrying out any of the terms of this Agreement or in exercising any power or authority granted thereby, there shall be no personal liability upon the Division or its authorized representative, it being understood that in such matters they act as agents and representatives of the State.
20. The Municipality hereby certifies to the Division that it will have acquired clear title in fee simple to all real estate upon which construction work is to be performed and a sufficient interest (easement or otherwise) in any other real estate which may be affected by the construction process.
21. No construction shall be commenced until the Division approves the issuance of a "Notice to Proceed".
22. In the event the Municipality breaches this agreement in any way whatsoever, be it prior to construction, during construction or after the project is completed and in operation, or in the event the Municipality fails to diligently pursue construction progress or operation of the completed facility, the Division shall have any or all the following non-exclusive remedies available to it:
 - a. the right to seek specific performance;
 - b. the right to assume control and operation of the construction or the completed facility for the useful life of the facility or 20 years from the execution date of this agreement which right the Division may assign to any public agency as defined in the A.I.P.;
 - c. the right to refuse to provide State assistance for future aviation programs and to terminate any current State assistance;
 - d. the right to seek reimbursement of all State funds provided for the project;
 - e. any other remedy available at law or in equity.

23. This agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
24. Any grant under this agreement shall be valid for the useful life of the above-described project or for twenty (20) years, whichever is longer.
25. All commitments by the Municipality hereunder are subject to constitutional and statutory limitations and restrictions binding upon it and to the availability of funds which lawfully may be applied.

In Witness Whereof, the parties hereto have caused this Agreement to be executed and their respective seals affixed as of the dates respectively hereafter set forth.

[Signature forms omitted for printing purposes.]

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

AGENCY AND PARTICIPATION AGREEMENT WITH STATE OF
ILLINOIS AUTHORIZED FOR AIRPORT IMPROVEMENTS
AT CHICAGO MIDWAY AIRPORT.

On motion of Alderman Evans, the City Council took up for consideration the report of the Committee on Aviation, deferred and published in the Journal of the Proceedings of December 18, 1986, pages 38322--38329, recommending that the City Council pass a proposed ordinance authorizing an Agency and Participation Agreement with the State of Illinois for airport improvements at Chicago Midway Airport.

On motion of Alderman Evans, 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 50.

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. The Mayor is authorized to execute and the City Clerk to attest and affix the seal of the City of Chicago upon an Agency and Participation Agreement between the City and the State of Illinois subject to the approval of the City Comptroller and as to form and legality by the Corporation Counsel; said Agreement to be in substantially the attached form:

*Agency and Participation Agreement
(State and Federally Assisted Airport Development).*

This Agreement made and entered into by and between the Division of Aeronautics of the Illinois Department of Transportation, (hereinafter referred to as the "Division"), for and in behalf of the State of Illinois, and the City of Chicago, Illinois, (hereinafter referred to as the "Municipality").

Witnesseth:

Whereas, the Municipality desires to sponsor a project for the further development of a public air navigation facility, known or to be designated as the Chicago Midway Airport under the Airport and Airway Improvement Act of 1982, Title 49, United States Code, Section 2201 *et seq.*, (hereinafter referred to as "A.I.P."), and Rules, Regulations and Procedures promulgated pursuant thereto; and under the Illinois Aeronautics Act, Illinois Revised Statutes, Chapter 15 1/2, Paragraph 22.1 *et seq.*; and

Whereas, this project shall be identified as Ill. Proj. 87A-24-1198, A.I.P. Project 3-17-0025-08, and described as:

Design north airport drainage system and acquire Parcels 28 and 41 (approx. 37 acres) in fee

Whereas, the parties hereto have previously entered into an Initial Agency and Participation Agreement to Develop an Airport Project concerning the aforementioned project and all duties of the parties under this prior Agreement have been fulfilled; and

Whereas, the Municipality has applied for state assistance in procuring state and federal funds and desires the Division to act as Municipality's agent in matters connected with the project described above; and

Whereas, the Division has filed a preapplication for federal funds with the Federal Aviation Administration ("F.A.A.") on behalf of the Municipality and has been appropriated certain monies for the aforesaid project; and

Whereas, the F.A.A. has issued to the Municipality a Grant Offer in the sum of \$3,340,433.00; and

Whereas, the parties hereto, by this agreement, do hereby (a) fix their respective responsibilities, with reference to each other, with reference to the accomplishment of said project and with reference to the United States, and (b) designate the Division as the party to accept, receipt for and disburse all Federal, State and Municipal funds used or to be used

in payment of the costs of said project or in reimbursement to either of the parties hereto for costs previously incurred;

Now, Therefore, for and in consideration of the benefits which will accrue to the parties hereto by virtue of completion of the project, it is Mutually Covenanted and Agreed as follows:

1. The Municipality and not the Division shall, for all purposes, be the "Sponsor" of the project identified above as defined in Section 503(21) of the A.I.P. As the Sponsor, the Municipality agrees to assume the responsibility that all aspects of the grant and project and later operation of the facility are done in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures or any other directives.
2. A Grant Offer from the United States has been tendered in the amount of \$3,340,433.00. It is estimated that the share of the Municipality in the estimated project construction costs will be approximately \$0.00, and that its share of total project costs will be approximately \$185,580.00. The Municipality specifically agrees that it shall pay any project costs which exceed the sum of the Division's funds and Federal funds as are herein committed for this project.

The estimated total project cost for said project is \$3,711,592.00. The Division hereby agrees, subject to the approval of the Governor, to participate in the project, for payment of such project costs as are allowed under Section 34 of the Illinois Aeronautics Act.

On project costs eligible for ninety and no/1000 percent (90.000%) F.A.A. participation, the Division will participate up to five and no/1000 percent (5.000%).

Subject to the approval of the Governor, the Division will participate to the extent of the aforesaid appropriate percentages in overruns and contingencies approved by the Division, but in no event shall the Division's participation in any approved overruns and contingencies cause the total amount of the Division's participation in the project as a whole to exceed \$185,579.00. It is further agreed that the Municipality will reimburse the Division for any payment or payments made hereunder by the Division which are in excess of the Division's percentage of financial participation as heretofore stated or in excess of the Division's total participation.

Payments to the Contractor and/or Consulting Engineer shall be made from time to time on the basis of field reports submitted by the Resident or Project Engineer and approved by the Chief Engineer of the Division, up to ninety percent (90%) of the contract price. The remaining ten percent (10%) may be retained by the Division until after the contract has been completed and accepted and all other requirements of the contract agreed to be performed by the Contractor and/or Engineer are properly completed.

3. By executing this agreement, the Municipality certifies to the Division that it has sufficient funds to meet its share of the costs as heretofore stated.
4. The Division shall, for all purposes in connection with the project identified above, be the Agent of the Municipality. The Municipality herewith grants the Division a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, receipt for, and deposit with the State Treasurer any and all project funds granted, allowed, and paid or made available by the (1) United States under the A.I.P. and congressional appropriation made pursuant thereto; (2) the State of Illinois;
 - b. shall, after the execution of Federal grant agreement, approved the award of contracts;
 - c. participate in pre-construction conferences, issue orders as it deems appropriate regarding construction progress, including, but not limited to, Notices to Proceed, Stop Work Orders, and Change Orders;
 - d. exercise such supervision and direction of the project work as the Division reasonably finds appropriate. Where there is irreconcilable conflict or differences of opinion, judgment, order or direction between the Division and any engineer, contractor, or the Municipality, the Division shall issue a written order which shall prevail and be controlling;
 - e. receive, review, approve, and pay invoices and payment requests for services and materials supplied in accordance with Division approved contracts;
 - f. coordinate and conduct semi-final and final inspections;
 - g. obtain contractor and material supplier releases in accordance with state law;
 - h. review, approve and submit "as built" plans to the F.A.A.;
 - i. pay to the Municipality, from Federal and State project funds, where the Municipality has contributed more than its share of reasonable land acquisition costs, the excess portion of costs so incurred by the Municipality. This provision shall apply only to land acquired for airport purposes and only upon proof that clear title to said land is vested in the Municipality. These costs include purchase price and costs incidental to acquisition of the said land, excluding administrative costs;
 - j. pay to the Municipality, from Federal and State project funds, the portion of reasonable and eligible project costs incurred by the Municipality that are in excess of the Municipality's share.

5. Notwithstanding the provisions of Paragraph 4 above, the Municipality shall be the signatory party, in its own name, stead, right and behalf, to the Application for Federal Assistance made or to be made to the F.A.A., to the Acceptance of such Grant Offer as shall be tendered by the United States, through the F.A.A., and to any and all Amendments to such Grant Agreement. The Division shall submit this Agency and Participation Agreement to the F.A.A. after its execution.
6. The Municipality, and not the Division or the United States, shall be the contractual party to all construction or engineering contract(s) entered into for the accomplishment of the project.
7. The Municipality shall have employed for this project, by a contract approved by the Division and F.A.A. a consulting engineer pre-qualified in accordance with the Division's procedures and registered in the State of Illinois to provide:
 - a. qualified Resident or Project Engineer(s), registered in the State of Illinois and approved by the Division; and
 - b. materials testing technician(s) approved by the Division; and
 - c. any project reports required by the Division or the F.A.A. Further, for each phase of project work which is covered by separate contract, the Resident or Project Engineer shall render to the Division both a semi-final and final inspection report. The final inspection report(s) shall certify to the Division and to the Municipality that the work involved has been fully completed in accordance with the plans, specifications and contract(s), as the same have been modified or supplemented by the Division and F.A.A. approved change order, supplementary contract or otherwise, and that the work is acceptable to the Resident or Project Engineer.
8.
 - a. The Municipality agrees that it will strictly comply with all State and Federal laws, Rules, Regulations, Program Guidance Letters, Assurances and Covenants which are relevant to this project, including, but not limited to, those stated in or incorporated by reference in the Federal Grant Agreement during the construction of this project.
 - b. The Municipality and the Division agree that this document constitutes the grant agreement required by the "Illinois Grant Funds Recovery Act". The parties also agree to amend this agreement if necessary to comply with said Act.
9. The Municipality guarantees that:
 - a. the air navigation facility which is the subject of this agreement will be owned or effectively controlled, operated, repaired and maintained adequately during its full useful life, or a period of not less than 20 years, whichever is longer, for the rightful, fair, equal and uniform use and benefit of the public; and

- b. it will comply with all applicable State and Federal laws, rules, regulations, procedures, covenants and assurances required by the State of Illinois or the F.A.A. in connection with the A.I.P. grant in the operation of the facility; and
 - c. it will file with the Division and the F.A.A. such reports as may be requested concerning the use, maintenance, and operation of the airport.
- 10. The Municipality agrees to keep complete and adequate books and records in accordance with standard accounting procedures prescribed by the F.A.A. relating to the project described in this agreement and all books and records shall be open to inspection and examination by the Division or the F.A.A. at any reasonable time.
- 11. No leases will be entered into by the Municipality which grant exclusive use rights to any grantee for any aviation facilities which are the subject of this project.
- 12. The Municipality agrees not to dispose of airport land by sale or lease without consent of the Division and the F.A.A. In the event such consent is obtained, the Municipality further agrees to utilize for airport development the State and the Federal share of the acquisition cost or the fair market value of the land at the time of the sale, whichever is greater, based upon the percent of participation by the respective parties in the original purchase. The proceeds from the sale of airport land which have had State and Federal participation shall be reserved and expended on items of work which would be normally eligible for State and Federal funds without benefit of those matching funds. Toward this end, the Municipality shall include a provision in each instrument recorded for every interest in land secured under this agreement which reads as follows:

The property interest of the Municipality in this real estate cannot be transferred without the written approval of the Illinois Department of Transportation, Division of Aeronautics. Furthermore, in the event any such interest is no longer used for an approved airport purpose without the written approval of the Division, that interest shall revert to a public airport sponsor appointed by the Division.
- 13. The Municipality agrees that all revenues generated by the airport and the non-aeronautical use of airport land, purchased under this project, will be deposited in a special fund and expended for the capital or operating costs of the airport, the local airport system, or other local facilities which are owned or operated by the Municipality and directly related to the actual transportation of airport passengers of property.
- 14. Notices, reports or other communications required by or transmitted pursuant to this agreement to the Division shall be directed to the attention of the Director of Aeronautics, Department of Transportation, Division of Aeronautics, One Langhorne Bond Drive, Capital Airport, Springfield, Illinois 62706.

Notices, reports or other communications required by or transmitted pursuant to this agreement to the Municipality shall be directed to the attention of the Commissioner of Aviation, Room 3000, 20 North Clark Street, Chicago, Illinois 60602.

15. This agreement is entered into pursuant to the Illinois Aeronautics Act and the A.I.P. and shall be subject to and construed in accordance with said Acts. In the event of a conflict between State and Federal law, rule, regulation, etc., the Federal provision shall control.
16. In the event that the F.A.A., acting for the United States, shall refuse or fail to extend a Grant Offer on this project by the close of the next Federal fiscal year, or should the Division otherwise determine that a Grant will not be offered or has expired, this agreement shall automatically be voided and become of no force and effect, except that any monies actually deposited by the Municipality and held with the State Treasurer for project purposes shall be returned to the Municipality.
17. The Municipality covenants to zone (within its powers to do so) the airport and its environs for compatible land uses. The Municipality shall adopt airport hazard zoning regulations or shall request the Division to adopt hazard zoning under Section 17 of the Airport Zoning Act, Illinois Revised Statutes, Chapter 15 1/2, Paragraph 48.1, *et seq.*
18. This agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
19. The Division shall accept responsibility for all decisions or determinations subject to the provision that in carrying out any of the terms of this Agreement or in exercising any power or authority granted thereby, there shall be no personal liability upon the Division or its authorized representative, it being understood that in such matters they act as agents and representatives of the State.
20. The Municipality hereby certifies to the Division that it will have acquired clear title in fee simple to all real estate upon which construction work is to be performed and a sufficient interest (easement or otherwise) in any other real estate which may be affected by the construction process.
21. No construction shall be commenced until the Division issues a "Notice to Proceed."
22. In the event the Municipality breaches this agreement in any way whatsoever, be it prior to construction, during construction or after the project is completed and in operation, or in the event the Municipality fails to diligently pursue construction progress or operation of the completed facility, the Division shall have any or all the following non-exclusive remedies available to it:
 - a. the right to seek specific performance;

- b. the right to assume control and operation of the construction or the completed facility for the useful life of the facility or 20 years from the execution date of this agreement which right the Division may assign to any public agency as defined in the A.I.P.;
 - c. the right to refuse to provide State assistance for future aviation programs and to terminate any current State assistance;
 - d. the right to seek reimbursement of all State funds provided for the project;
 - e. any other remedy available at law or in equity.
23. This agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
24. Any grant under this agreement shall be valid for the useful life of the above-described project or for twenty (20) years, whichever is longer.
25. All commitments by the Municipality hereunder are subject to constitutional and statutory limitations and restrictions binding upon it and to the availability of funds which lawfully may be applied.

In Witness Whereof, the parties hereto have caused this Agreement to be executed and their respective seals affixed as of the dates respectively hereafter set forth.

[Signature forms omitted for printing purposes.]

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

EXECUTION OF INTERNATIONAL TERMINAL/TERMINAL 4
FACILITIES LEASE AUTHORIZED WITH AMERICAN
TRANS AIR, INCORPORATED FOR PREMISES
AT CHICAGO-O'HARE INTERNATIONAL
AIRPORT.

On motion of Alderman Evans, the City Council took up for consideration the report of the Committee on Aviation, deferred and published in the Journal of the Proceedings of December 18, 1986, pages 38329--38346, recommending that the City Council pass a proposed ordinance authorizing the execution of an International Terminal/Terminal 4 facilities lease with American Trans Air, Incorporated for premises at Chicago-O'Hare International Airport.

On motion of Alderman Evans, 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

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 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 an International Terminal/Terminal 4 Facilities lease with American Trans Air for premises at Chicago-O'Hare International Airport, said agreement to be substantially in the following form:

International Terminal/Terminal 4 Facilities Lease.

This Lease, made and entered into as of this 15th day of March, 1985, by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City"), and American Trans Air, Inc., a corporation organized and existing under and by virtue of the laws of Indiana ("Airline").

Witnesseth:

Whereas, City owns and operates Chicago-O'Hare International Airport (the "Airport") and has the power to grant rights and privileges with respect thereto; and

Whereas, City desires to lease to Airline and Airline desires to lease from City certain exclusive use premises (the "Exclusive Use Premises") in the International Terminal/Terminal 4 at the Airport (the "International Terminal");

Now, Therefore, in consideration of the premises and of the mutual covenants and agreements herein contained, City and Airline agree as follows:

Article I.

Term.

Section 1.01 -- Term of Lease

This Lease shall have an initial term beginning on _____ the date of authorizing ordinance of the City Council of the City of Chicago and ending on March 14, 1986; the term of this Lease shall be extended automatically for two (2) consecutive one-year periods unless written notice of termination is given by City or Airline to the other at least sixty (60) days prior to the expiration of the initial term or the first renewal term as the case may be.

Article II.

Grant Of Rights.

Section 2.01 -- Use of Exclusive Use Premises

(a) Airline shall have the right to use its Exclusive Use Premises for any and all purposes reasonably necessary, convenient or incidental to the conduct by Airline of its air transportation business.

(b) Nothing in this Lease shall be construed to permit the use of Airline's Exclusive Use Premises for the conduct of any business other than Airline's air transportation business. Such limitation includes but is not limited to the ground transportation business, restaurants or merchandising operations.

Section 2.02 -- Use of International Terminal

(a) Airline shall have the non-exclusive right to use, in common with others, the public areas and airline joint-use areas of the International Terminal and the International Terminal aircraft parking areas pursuant to rules and regulations promulgated from time to time by the City.

(b) Airline acknowledges that City will impose charges and reporting requirements upon Airline, in addition to the charges payable hereunder for the Exclusive Use Premises, for the use of the non-exclusive areas of the International Terminal, the International Terminal aircraft parking areas and the Airport generally. Such charges may include, without limitation, fees for use of the International Terminal to enplane and deplane passengers, fees for use of the International Terminal aircraft parking area, fees for the use of the transportation system and landing fees.

Section 2.03 -- Restrictions

The foregoing rights and privileges of Airline are subject to the following specific restrictions:

(a) Airline shall not do or authorize to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewage system, water system, communication system, fire protection system, or any other part of the utility, electrical or other systems installed or located from time to time at the Airport.

(b) Airline shall not do or authorize to be done anything at the Airport (i) which may constitute a hazardous condition so as to increase the risks normally attendant upon

operations permitted by this Lease or (ii) which will invalidate or conflict with any insurance policies covering the Airport. If, by reason of any failure on the part of Airline to comply with the provisions of this subsection, the cost of any such insurance or extended coverage is at any time higher than it otherwise would be, then Airline shall pay City that part of all premiums paid by City which are charged because of such violation or failure by airline.

(c) City, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right at all reasonable times to enter Airline's Exclusive Use Premises for the purpose of inspecting the same, for performing any necessary repairs, and for the doing of any act which City may be obligated or have the right to do under this Lease.

Article III.

Lease Of International Terminal Exclusive Use Premises.

Section 3.01 -- Exclusive Use Premises

City hereby leases to Airline and Airline hereby hires and takes from City for Airline's exclusive use, and agrees to pay rentals calculated with reference to, the Exclusive Use Premises as shown on Exhibit A attached hereto, together with all improvements and fixtures located therein.

Article IV.

International Terminal Rentals And Use Charges.

Section 4.01 -- Rentals and Use Charges

(a) At such times and in such manner as provided in Section 4.02, Airline shall pay rentals to City equal to \$5.00 per square foot per annum, payable in twelve (12) monthly installments in advance, for Airline's Exclusive Use Premises.

(b) At such times and in such manner as provided in Section 4.02, Airline shall pay use charges to City equal to \$21.46 per square foot per annum for the initial term of this Lease, \$22.46 per square foot per annum for the first renewal period and \$23.46 per square foot per annum for the second renewal period, payable in twelve (12) monthly installments in advance, for Airline's Exclusive Use Premises.

Section 4.02 -- Payment of Rentals

Airline shall pay to City at the Office of the City Comptroller, Room 501, City Hall, Chicago, Illinois 60602, or at such other place as the City Comptroller shall designate on or before the first calendar day of each month all rentals and use charges payable for Airline's Exclusive Use Premises in accordance with Section 4.01. Any amount which is not paid when due shall bear interest at a rate two percentage points (2%) higher than the then-current corporate base rate announced by the largest commercial bank in Chicago, determined on the basis of total assets.

*Article V.**Responsibilities Of Airline.***Section 5.01 -- Maintenance, Replacement and Repair**

Airline shall be responsible for and shall perform or cause to be performed, maintenance and repair of its Exclusive Use Premises. Airline shall, at all times:

- (a) Keep all fixtures, equipment and personal property in a clean and orderly condition and appearance;
- (b) Maintain the same in good condition (reasonable wear and tear excepted) and perform all ordinary repairs and inside painting; such repairs and painting by Airline to be of a quality and class not inferior to the original material and workmanship; and
- (c) Either directly or through an independent contractor, dispose of its garbage, debris and other waste materials (excluding snow and ice).

Section 5.02 -- Modification to Exclusive Use Premises

(a) Airline may, from time to time, install additional facilities and improvements and modify or expand existing facilities or improvements in its Exclusive Use Premises. Before entering into any contract for such work Airline shall first submit to the Commissioner of the Department of Aviation of City (the "Commissioner"), for his prior written approval, a construction application together with complete plans and specifications of the proposed work. If requested by the Commissioner, Airline shall require the contractor to furnish a performance bond and payment bond, approved as to form and substance by the Commissioner.

(b) Airline agrees to, and shall include in all construction contracts a provision whereby the contractor agrees to, indemnify, hold harmless and defend City, its officers, agents, and employees against losses (except in cases in which such losses are caused solely by City's negligence), occasioned by death, injury to persons or damage to property, arising out of or in connection with the performance of construction work, against the risk of loss or damage to the construction prior to the completion thereof, and against losses resulting from claims and demands by third persons arising out of the performance of the construction work; and Airline shall provide or shall require the contractor to provide, liability insurance covering the foregoing in an amount reasonably required by the Commissioner. Airline shall also include in any construction contract such provisions as may reasonably be required by the Commissioner relating to the operation of the contractor at the Airport.

(c) all work performed by Airline or its contractor, including all workmanship and materials, shall be of acceptable quality and shall be performed in accordance with the plans and specifications approved by the Commissioner. Such work may be inspected by the Commissioner, or his authorized representative, at any reasonable time.

(d) Airline shall deliver to the Commissioner "as built" drawings of the work performed by it and shall keep such drawings current showing any changes or modifications made in or to its Exclusive Use Premises.

(e) Airline shall discharge when due all obligations to contractors, subcontractors, materialmen, workmen and others for all work performed and for materials furnished for or on account of Airline.

Section 5.03 -- Taxes, Licenses and Permits

Airline, its contractors and agents, shall pay all taxes and obtain all licenses, permits, certificates and other authorizations required by any governmental authority in connection with the operations or activities performed by it hereunder.

Section 5.04 -- Installation of Machinery and Equipment

Airline may, from time to time, in its sole discretion and at its own expense, install machinery, equipment and other personal property in its Exclusive Use Premises which may be attached or affixed to, but shall not become a part of, the Exclusive Use Premises. All such machinery, equipment and other personal property shall remain the sole property of Airline and may be removed by Airline at any time, in its sole discretion, and its own expense; provided, however, that any damage resulting from any such removal shall be repaired by Airline at its own expense. City shall not have any interest in or landlord's lien on any such machinery, equipment or personal property, and such machinery, equipment and personal property shall be identified as the property of Airline.

Section 5.05.-- Liens Prohibited

Airline shall keep its Exclusive Use 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.

Section 5.06 -- Performance by City upon Failure of Airline

If Airline fails to perform, for a period of thirty (30) days after written notice from City, any obligation required by this Article V, City may perform such obligation of Airline, and charge Airline for the cost to City of such performance; provided, however, that if Airline's failure to perform any such obligation endangers the safety of operation at the Airport, City may perform such obligation of Airline at any time without notice and charge Airline for the cost to City of such performance.

Article VI.

Rules And Regulations: Compliance With Laws.

Section 6.01 -- Rules and Regulations

Airline shall comply, and shall use its best efforts to cause its passengers, guests, invitees and independent contractors to comply, with all rules and regulations governing the conduct and operation of the Airport, promulgated from time to time by the Commissioner.

Section 6.02 -- Compliance with Laws

Airline shall comply with all applicable Federal, state and local laws, codes, regulations, ordinances, rules and orders: provided, however, that Airline may, without being considered to be in breach hereof, contest any such laws so long as such contest is diligently commenced and prosecuted by Airline, and Airline notifies City of such contest.

Article VII.

Exercise By City Of Governmental Functions.

Section 7.01 -- 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 of Airline hereunder.

(b) City shall have no control over the rates, fares or charges that Airline may prescribe in connection with the conduct of its air transportation business.

Article VIII.

Indemnity And Insurance.

Section 8.01 -- Indemnity

(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 attorneys' 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, in each case, arising out of the following (except in cases in which such losses are caused solely 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:

- (i) Airline's use or occupancy of the Airport or non-use (if such non-use is contrary to Airline's obligations hereunder) of any premises demised to Airline hereunder;
- (ii) The condition of Airline's Exclusive Use 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

- (iii) The violation by Airline of any agreement, warranty, covenant or condition of this Lease, 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 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. 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 defense thereof.

Section 8.02 -- 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.

Article IX.

Sublease And Assignment.

Section 9.01 -- Sublease and Assignment of Exclusive Use Premises

(a) Airline may sublet or assign its Exclusive Use Premises, in whole or in part, to another person in the Air Transportation Business, subject, however, to each of the following conditions:

- (i) No sublease or assignment shall relieve Airline from primary liability for any of its obligations hereunder, and Airline shall continue to remain primarily liable for payment of the rentals and use charges established hereunder and for the payment, performance and observance of its other obligations and agreements herein provided; and
- (ii) Any sublease or assignment of less than all of Airline's Exclusive Use Premises shall be subject to the prior written approval of the Commissioner, which approval shall not be unreasonably withheld; and any sublease or assignment of all of Airline's Exclusive Use Premises shall be subject to the prior approval of the City Council of City.

(b) Within thirty (30) days following the execution and delivery thereof, Airline shall furnish City with a copy of each sublease or assignment entered into by Airline pursuant to this Section 9.01.

Article X.

Termination By City.

Section 10.01 -- Events of Default Defined

Each of the following shall be an "Event of Default" under this Lease:

(a) The failure by Airline to pay any rentals or use charges required to be paid hereunder at the times specified herein or any other obligations of Airline to City:

(b) The dissolution or liquidation of Airline;

(c) The admission by Airline of insolvency or bankruptcy or the inability of Airline to pay its debts as they mature, or the failure by Airline to pay its debts as such debts become due, or the making by Airline of an assignment for the benefit of creditors or the application by Airline for or the consent to the appointment of a trustee, custodian or receiver for Airline, or for the major part of its property;

(d) The appointment of a trustee, custodian or receiver for Airline or for the major part of its property without discharge thereof within thirty (30) days after such appointment;

(e) The institution by or against Airline of bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, proceedings under any chapter of the Federal Bankruptcy Code, as amended, or other proceedings for relief under bankruptcy law or similar law of any country for the relief of debtors (other than bankruptcy proceedings instituted by Airline against third parties), and if instituted against Airline, the allowance against Airline or the consent thereto by Airline, or the failure by Airline to have such proceedings dismissed, stayed or otherwise nullified within sixty (60) days after such institution;

(f) The abandonment by Airline of its air transportation business at the Airport for reasons other than strike or *force majeure* or as may be provided in Section 11.01; or

(g) The failure by Airline to observe and perform any covenant, condition or agreement in this Lease on the part of Airline to be observed or performed, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied, given to Airline by City, unless City agrees in writing to an extension of such time prior to its expiration; provided, however, that any such failure which can be cured but which cannot with due diligence be cured within such thirty (30) day period shall not constitute an Event of Default if corrective action is instituted by Airline within the applicable period and diligently pursued until the failure is corrected.

Section 10.02 -- Remedies on Default

Whenever an Event of Default has occurred and is continuing, City, to the extent permitted by law and upon written notice to Airline may, subject to the provisions of any other agreement then in effect between Airline and City, take any one or more of the following remedial steps:

(a) City may terminate this Lease and exclude Airline from possession of its Exclusive Use Premises;

(b) City may, without terminating this Lease, exclude Airline from possession of its Exclusive Use Premises, and use reasonable efforts to lease the Exclusive Use Premises to another airline for the account of Airline, holding Airline liable for rentals, use charges and other payments due up to the effective date of such leasing and for the excess, if any, of the rentals, use charges and other amounts payable by Airline under this Lease for the remainder of the term of this Lease over the rentals, use charges and other amounts which are payable by such new airline under such new agreement; and

(c) City may, from time to time, take whatever action at law or in equity appears necessary or desirable to collect rentals, use charges and any other amounts payable by Airline hereunder then due and thereafter to become due, or to enforce the performance and observance of any obligation, agreement or covenant of Airline under this Lease.

Section 10.03 -- No Remedy Exclusive

No remedy conferred upon or reserved to City in this Lease shall be exclusive of any other available remedy, and each such other remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission in exercising any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle City to exercise any remedy it has under this Lease, it shall not be necessary to give any notice other than such notice as may be herein expressly required.

Section 10.04 -- Agreement to Pay Attorneys' Fees and Expenses

In the event Airline defaults under this Lease and City employs attorneys or incurs other expenses for the collection of rentals or the enforcement of performance of any obligation or agreement on the part of Airline, Airline shall, on demand, pay to City the reasonable fees and expenses of such attorneys and such other expenses so incurred by City.

Section 10.05 -- Termination in Event of Handling Agreement

Whether or not an Event of Default under this Lease has occurred, in the event that City approves a handling arrangement for Airline in Terminal 1, 2 or 3 at the Airport with any airline leasing or subleasing Exclusive Use Premises in such terminal, City shall have the right to terminate this Lease and exclude Airline from possession of its Exclusive Use Premises by giving written notice of such termination to Airline.

Article XI.

Termination By Airline.

Section 11.01 -- Termination by Airline

If Airline is not then in default in the payment of any amount due from it to City hereunder, Airline may terminate this Lease by giving City sixty (60) days advance notice upon or after the happening and during the continuance of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an 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 the 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 ninety (90) days;

(b) The issuance of any order, rule or regulation or the taking of any action by any Federal or State agency, having jurisdiction with respect to Airline or the Airport, or the occurrence of any fire, other casualty, act of God or the public enemy, substantially affecting, for a period of at least (90) days, Airline's use of the Airport in the conduct of its air transportation business, provided, however, that none of the foregoing is due to any fault of Airline;

(c) The default by City in the performance of any covenant or agreement required to be performed by City herein, and the failure by City to remedy such default after written notice thereof has been delivered to City, unless (i) City takes prompt action to remedy such default, within a period of thirty (30) days after receipt from Airline of such notice, or (ii) in the case of any such failure which cannot with due diligence be cured within such thirty (30) day period, if City takes corrective action within the sixty (60) day period and diligently pursues such action until the failure is cured; or

(d) The substantial restriction of City's operation of the Airport by action of any Federal or State agency having jurisdiction with respect thereto, and the continuance thereof for a period of not less than sixty (60) days, provided such restriction adversely affects Airline's operations at the Airport.

Article XII.

Equal Opportunity.

Section 12.01 -- Equal Opportunity

Airline agrees that in performing under this Lease it shall neither 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 commit an unfair employment practice.

Airline will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

Airline agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Section 12.01. Airline further

agrees that this clause will be incorporated in all contracts entered into with any suppliers of materials or furnishers of services, contractors and subcontractors, and all labor organizations, which furnish skilled, unskilled and craft union skilled labor, or which may perform any such labor or services in connection with this Lease.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 C.F.R., 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 *et sub.*; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1979, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1979, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1979, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1979, Ch. 48, Secs. 881-887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 C.F.R. Chapter 60, and Part 21, Regulations of the Office of the Secretary of Transportation; Executive Order 85-2 promulgated by the Mayor of the City of Chicago on April 3, 1985.

To demonstrate compliance, Airline will furnish, and will obligate its contractors and subcontractors to furnish, such reports and information as is reasonably requested by the Chicago Commission on Human Relations.

Section 12.02 -- Non-Discrimination

This Lease involves the 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 therefore 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 (a) no person on the grounds of race, creed, color, religion, age, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities; (b) that no person on the grounds of race, creed, color, religion, age, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of improvements on, over, or under such land and the furnishing of services thereon; and (c) that Airline shall use the premises in compliance with all other requirements imposed by or pursuant to regulations of the Department of Transportation.

Section 12.03 -- 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 privileges and right of conducting any one or all activities of an aeronautical nature.

Section 12.04 -- Nondiscrimination in Furnishing Services

Airline agrees to furnish services on a fair 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 nondiscriminatory discounts, rebates or other similar types of price reductions.

Section 12.05 -- 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, age, national origin or sex 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 an affirmative action program and that they will require assurances from their organizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

Article XIII.

Miscellaneous.

Section 13.01 -- Notices

All notices to City provided for herein shall be in writing and shall be sent by registered mail, postage prepaid, addressed to the Commissioner of the Department of Aviation of the City of Chicago, City Hall, Room 1111, Chicago, Illinois, 60602, or to such other address as City may designate from time to time by notice to Airline, and shall be deemed given when so mailed. All notices to Airline provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to Airline, Attn: Janet Miles, 2141 South High School Road, Indianapolis, IN 46251, or to such other address as Airline may designate from time to time by notice to City, and shall be deemed given when so mailed.

Section 13.02 -- No Abatement or Set-off

Airline shall not abate, suspend, postpone, set-off or discontinue any payments of rentals or use charges which it is obligated to pay hereunder. Nothing contained in this Section 13.02 shall release City from the performance of any of its obligations under this Lease. 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 13.03 -- Governing Law

This Lease shall be governed and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in that state. Disputes arising under this Lease shall be brought by the City or the Airline in a court of competent jurisdiction located in the City of Chicago, County of Cook, State of Illinois, and Airline

hereby consents to the jurisdiction of such court and expressly agrees not to contest said jurisdiction.

In Witness Whereof, City has caused this Lease to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of City, and its seal to be hereunto affixed and attested by the City Clerk of City, and Airline has caused this Lease to be executed on its behalf by its _____ President and 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.]

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

[Exhibit A printed on pages 38940 through 38943 of this Journal.]

EXECUTION OF INTERNATIONAL TERMINAL/TERMINAL 4
FACILITIES LEASE AUTHORIZED WITH MC CLAIN
AIRLINES, INCORPORATED FOR PREMISES
AT CHICAGO-O'HARE INTERNATIONAL
AIRPORT.

On motion of Alderman Evans, the City Council took up for consideration the report of the Committee on Aviation, deferred and published in the Journal of the Proceedings of December 18, 1986, pages 38342--38362, recommending that the City Council pass a proposed ordinance authorizing the execution of an International Terminal/Terminal 4 facilities lease with McClain Airlines, Incorporated for premises at Chicago-O'Hare International Airport.

On motion of Alderman Evans, 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

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:

(Continued on page 38944)

EXHIBIT A

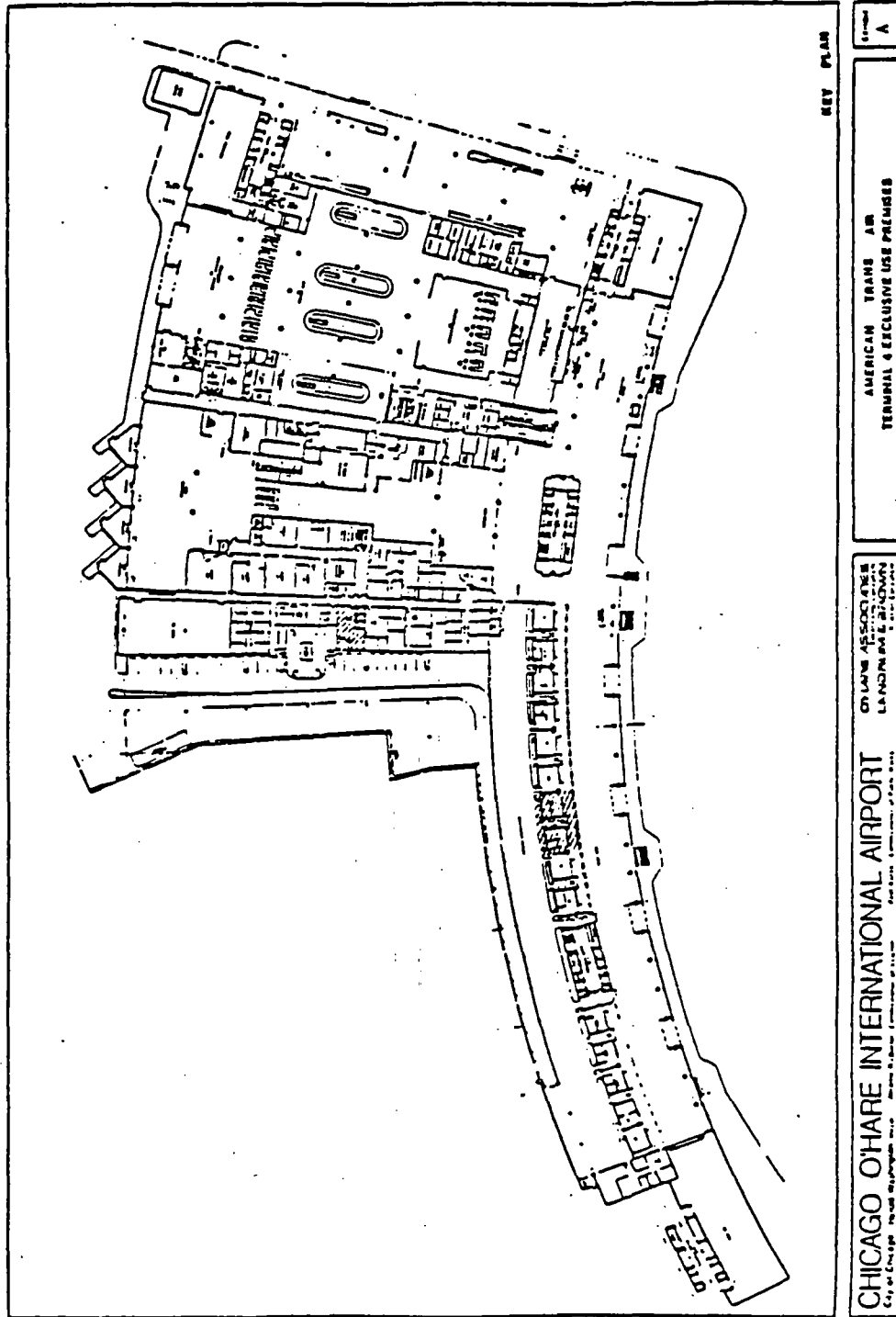
Exclusive Use Premises used in this lease shall refer to the ticket counter module (6 positions), ticket counter office space (1109 square feet combined total) formerly occupied by Swiss Air, and the Operations Office (1112 square feet) formerly occupied by the "City Office".

Sum of total square footage described above — 2221

1/16/87

UNFINISHED BUSINESS

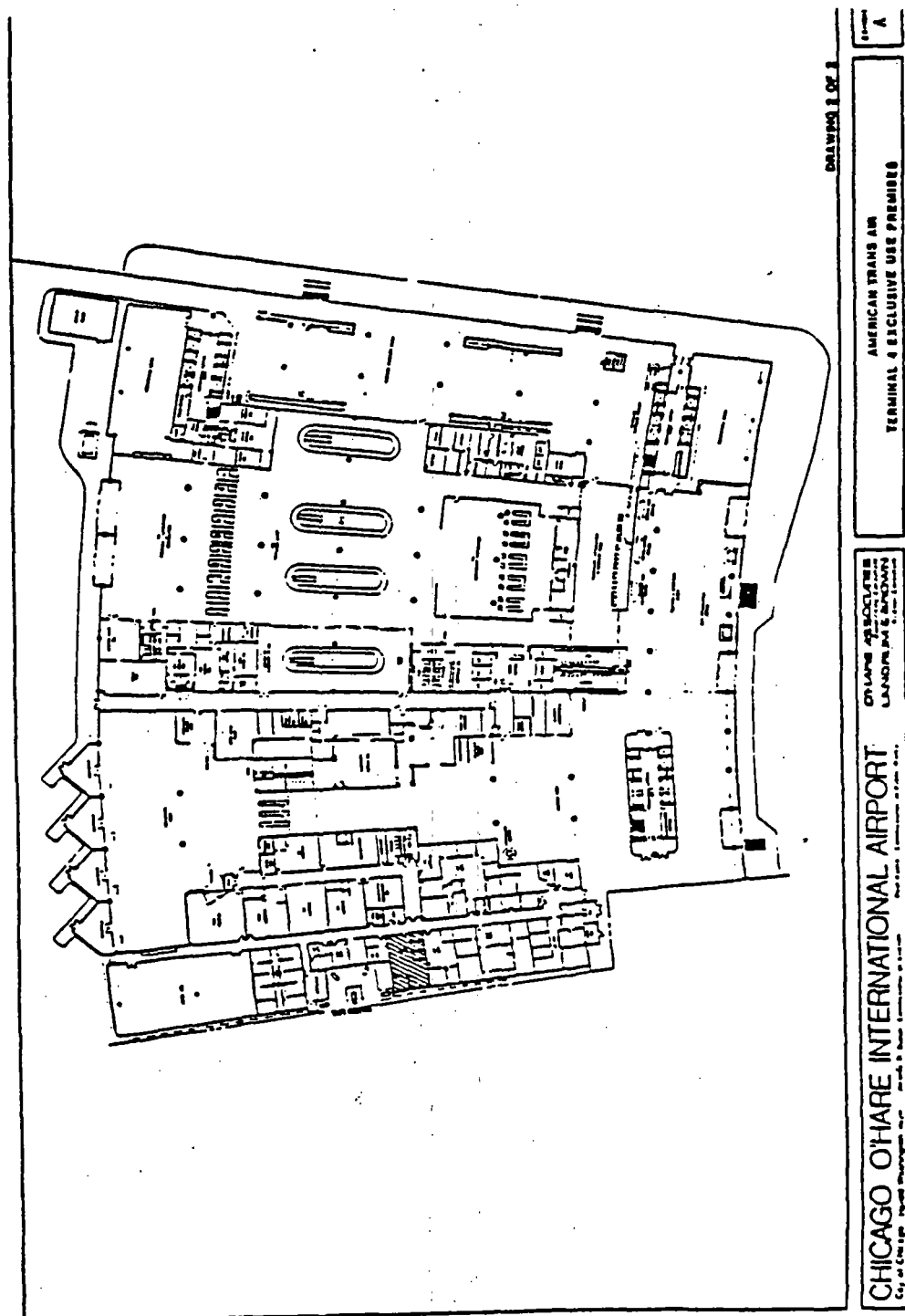
38941



1/16/87

UNFINISHED BUSINESS

38943



(Continued from page 38939)

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 an International Terminal/Terminal 4 Facilities lease with McClain Airlines, Inc., for premises at Chicago-O'Hare International Airport, said agreement to be substantially in the following form:

International Terminal/Terminal 4 Facilities Lease.

This Lease, made and entered into as of this _____ day of _____, 1986, by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City"), and McClain Airlines, Inc., a corporation organized and existing under and by virtue of the laws of Delaware ("Tenant").

Witnesseth:

Whereas, City owns and operates Chicago-O'Hare International Airport (the "Airport") and has the power to grant rights and privileges with respect thereto; and

Whereas, City desires to lease to Tenant and Tenant desires to lease from City certain exclusive use premises (the "Exclusive Use Premises") in the International Terminal/Terminal 4 at the Airport (the "International Terminal");

Now, Therefore, in consideration of the premises and of the mutual covenants and agreements herein contained, City and Airline agree as follows:

Article I.

Term.

Section 1.01 -- Term of Lease

This Lease shall become effective as of the date of authorizing ordinance by the City Council of the City and shall have an initial term ending on March 14, 1986; the term of this Lease shall be extended automatically for an additional one-year period unless written notice of termination is given by City or Tenant to the other at least sixty (60) days prior to the expiration of the initial term or the first renewal term as the case may be.

Article II.

Grant Of Rights.

Section 2.01 -- Use of Exclusive Use Premises

(a) Tenant shall have the non-exclusive right to use the Exclusive Use Premises in common with those other Tenants who have signed an agreement to share the same

premises ("tenants-in-common") for any and all purposes reasonably necessary, convenient or incidental to the conduct by Tenant of its air transportation business.

(b) Nothing in this Lease shall be construed to permit the use of Tenant's Exclusive Use Premises for the conduct of any business other than Tenant's air transportation business. Such limitation includes but is not limited to the ground transportation business, restaurants or merchandising operations.

Section 2.02 -- Use of International Terminal

(a) Tenant shall have the non-exclusive right to use, in common with others, the public areas and airline joint-use areas of the International Terminal and the International Terminal aircraft parking areas pursuant to rules and regulations promulgated from time to time by the City.

(b) Tenant acknowledges that City will impose charges and reporting requirements upon Tenant, in addition to the charges payable hereunder for the Exclusive Use Premises, for the use of the non-exclusive areas of the International Terminal, the International Terminal aircraft parking areas and the Airport generally. Such charges may include, without limitation, fees for use of the International Terminal to enplane and deplane passengers, fees for use of the International Terminal aircraft parking area, fees for the use of the transportation system and landing fees.

Section 2.03 -- Restrictions

The foregoing rights and privileges of Tenant are subject to the following specific restrictions:

- (a) Tenant shall not do or authorize to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewage system, water system, communications system, fire protection system, or any other part of the utility, electrical or other systems installed or located from time to time at the Airport.
- (b) Tenant shall not do or authorize to be done anything at the Airport (i) which may constitute a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Lease or (ii) which will invalidate or conflict with any insurance policies covering the Airport. If, by reason of any failure on the part of Airline to comply with the provisions of this subsection, the cost of any such insurance or extended coverage is at any time higher than it otherwise would be, then Tenant shall pay City that part of all premiums paid by City which are charged because of such violation or failure by Tenant.
- (c) City, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right at all reasonable times to enter Tenant's Exclusive Use Premises for the purpose of inspecting the same, for performing any necessary repairs, and for the doing of any act which City may be obligated or have the right to do under this Lease.

Article III.

Lease Of International Terminal Exclusive Use Premises.

Section 3.01 -- Exclusive Use Premises

City hereby leases to Tenant and Tenant hereby hires and takes from City for Tenant's joint-use exclusive use, and agrees to pay pro rated rentals calculated with reference to, the Exclusive Use Premises as shown on Exhibit A attached hereto, together with all improvements and fixtures located therein.

Article IV.

International Terminal Rentals And Use Charges.

Section 4.01 -- Rentals and Use Charges

(a) At such times and in such manner as provided in Section 4.02, Tenant shall pay its pro rata share of rentals to City equal to \$5.00 per square foot per annum, payable in 12 monthly installments in advance, for Tenant's share of the Exclusive Use Premises.

(b) At such times and in such manner as provided in Section 4.02, Tenant shall pay its pro rata share of use charges to City equal to \$22.46 per square foot per annum for the period commencing on the date of the approval of the authorizing ordinance of the City Council of the City of Chicago and terminating on March 14, 1987 and \$23.46 per square foot per annum for the first renewal period, payable in 12 monthly installments in advance, for Tenant's share of Exclusive Use Premises.

(c) Tenant's pro rata share of rentals and use charges for the Exclusive Use Premises shall be as determined by mutual agreement of all Tenants approved by the City for the use of said space. All pro rated shares must, however, in the aggregate total 100% of the rentals and use fees due to the City for the total Exclusive Use Premises as shown on Exhibit A attached hereto.

Section 4.02 -- Payment of Rentals

Tenant shall pay to City at the Office of the City Comptroller, Room 501, City Hall, Chicago, Illinois 60602, or at such other place as the City Comptroller shall designate on or before the first calendar day of each month all rentals and use charges payable for Tenant's Exclusive Use Premises in accordance with Section 4.01. Any amount which is not paid when due shall bear interest at a rate two percentage points (2%) higher than the then-current corporate base rate announced by the largest commercial bank in Chicago, determined on the basis of total assets.

Article V.

Responsibilities Of Tenant.

Section 5.01 -- Maintenance, Replacement and Repair

Tenant shall be responsible for and shall perform or cause to be performed, maintenance and repair of its Exclusive Use Premises. Tenant shall, at all times:

- (a) Keep all fixtures, equipment and personal property in a clean and orderly condition and appearance;
- (b) Maintain the same in good condition (reasonable wear and tear excepted) and perform all ordinary repairs and inside painting, such repairs and painting by Tenant to be of a quality and class not inferior to the original material and workmanship; and
- (c) Either directly or through an independent contractor, dispose of its garbage, debris and other waste materials (excluding snow and ice).

Section 5.02 -- Modifications to Exclusive Use Premises

(a) Tenant may, from time to time, install additional facilities and improvements and modify or expand existing facilities or improvements in its Exclusive Use Premises. Before entering into any contract for such work, Tenant shall first submit to the Commissioner of the Department of Aviation of City (the "Commissioner"), for his prior written approval, a construction application together with complete plans and specifications of the proposed work. If requested by the Commissioner, Tenant shall require the contractor to furnish a performance bond and payment bond, approved as to form and substance by the Commissioner.

(b) Tenant agrees to, and shall include in all construction contracts a provision whereby the contractor agrees to indemnify, hold harmless and defend City, its officers, agents, and employees against losses (except in cases in which such losses are caused solely by City's negligence), occasioned by death, injury to persons or damage to property, arising out of or in connection with the performance of construction work, against the risk of loss or damage to the construction prior to the completion thereof, and against losses resulting from claims and demands by third persons arising out of the performance of the construction work; and Tenant shall provide, or shall require the contractor to provide, liability insurance covering the foregoing in an amount reasonably required by the Commissioner. Tenant shall also include in any construction contract such provisions as may reasonably be required by the Commissioner relating to the operation of the contractor at the Airport.

(c) All work performed by Tenant or its contractor including all workmanship and materials, shall be of acceptable quality and shall be performed in accordance with the plans and specifications approved by the Commissioner. Such work may be inspected by the Commissioner, or his authorized representative, at any reasonable time.

(d) Tenant shall deliver to the Commissioner "as built" drawings of the work performed by it and shall keep such drawings current showing any changes or modifications made in or to its Exclusive Use Premises.

(e) Tenant shall discharge when due all obligations to contractors, subcontractors, materialmen, workmen and others for all work performed and for materials furnished for or on account of Tenant.

Section 5.03 -- Taxes, Licenses and Permits

Tenant, its contractors and agents, shall pay all taxes and obtain all licenses, permits, certificates and other authorizations required by any governmental authority in connection with the operations or activities performed by it hereunder.

Section 5.04 -- Installation of Machinery and Equipment

Tenant, may, from time to time, in its sole discretion and at its own expense, install machinery, equipment and other personal property in its Exclusive Use Premises which may be attached or affixed to, but shall not become a part of, the Exclusive Use Premises. All such machinery, equipment and other personal property shall remain the sole property of Tenant and may be removed by Tenant at any time, in its sole discretion, and its own expense; provided, however, that any damage resulting from any such removal shall be repaired by Tenant at its own expense. City shall not have any interest in or landlord's lien on any such machinery, equipment or personal property, and such machinery, equipment and personal property shall be identified as the property of Tenant.

Section 5.05 -- Liens Prohibited

Tenant shall keep its Exclusive Use 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 Tenant.

Section 5.06 -- Performance by City upon Failure of Tenant

If Tenant fails to perform, for a period of thirty (30) days after written notice from City, any obligation required by this Article V, City may perform such obligation of Tenant, and charge Tenant for the cost to City of such performance; provided, however, that if Tenant's failure to perform any such obligation endangers the safety of operations at the Airport, City may perform such obligation of Tenant at any time without notice and charge Tenant for the cost to City of such performance.

Article VI.

Rules And Regulations; Compliance With Laws.

Section 6.01 -- Rules and Regulations

Tenant shall comply, and shall use its best efforts to cause its passengers, guests, invitees and independent contractors to comply, with all rules and regulations governing the conduct and operation of the Airport, promulgated from time to time by the Commissioner.

Section 6.02 -- Compliance with Laws

Tenant shall comply with all applicable Federal, state and local laws, codes, regulations, ordinances, rules and orders; provided, however, that Tenant may, without being

considered to be in breach hereof, contest any such laws so long as such contest is diligently commenced and prosecuted by Tenant and Tenant notifies City of such contest.

Article VII.

Exercise By City Of Governmental Functions.

Section 7.01 -- Governmental Functions

(a) Nothing contained herein shall impair the right of City in the exercise of its governmental functions to require Tenant 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 of Tenant hereunder.

(b) City shall have no control over the rates, fares or charges that Tenant may prescribe in connection with the conduct of its air transportation business.

Article VIII.

Indemnity And Insurance.

Section 8.01 -- Indemnity

(a) Tenant 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, in each case, arising out of the following (except in cases in which such losses are caused solely 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:

- (i) Tenant's use or occupancy of the Airport or non-use (if such non-use is contrary to Tenant's obligations hereunder) of any premises demised to Tenant hereunder;
- (ii) The condition of Tenant's Exclusive Use 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
- (iii) The violation by Tenant of any agreement, warranty, covenant or condition of this Lease, 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 Tenant in writing of any claim or action brought against City in respect of which indemnity may be sought by City against Tenant hereunder, setting forth the particulars of such claim or action and shall furnish Tenant with a copy of all suit papers and legal process. Tenant 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. City shall cooperate fully with Tenant in the

defense of any case hereunder, and may employ separate counsel in any such action and participate in the defense thereof.

Section 8.02 -- Insurance Maintained by Tenant

Tenant 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.

Article IX.

Use Of Exclusive Space By Other Airlines.

Section 9.01 -- Sharing of Exclusive Use Premises

(a) Tenant may, with the written consent of each of the other tenants-in-common and of the Commissioner of Aviation, allow one or more additional airlines in the Air Transportation Business, but no more than three (3) more to share the Exclusive Use Premises, subject, however, to each of the following conditions:

(b) No such use by another airline or other airlines shall relieve Tenant from primary liability for any of its obligations hereunder, and Tenant shall continue to remain primarily liable for payment of the rentals and use charges established hereunder and for the payment, performance and observance of its other obligations and agreements herein provided; and

(c) Within thirty (30) days following the execution of any sharing agreement or agreements of any kind between Tenant and any airline approved by the Commissioner of Aviation under this Section 9.01 and the other Tenants, Tenant shall furnish the Commissioner of Aviation with a copy for his files.

Article X.

Termination By City.

Section 10.01 -- Events of Default Defined

Each of the following shall be an "Event of Default" under this Lease:

- (a) The failure by Tenant to pay any rentals or use charges required to be paid hereunder at the times specified herein or any other obligations of Tenant to City;
- (b) The dissolution or liquidation of Tenant;
- (c) The admission by Tenant of insolvency or bankruptcy or the inability of Tenant to pay its debts as they mature, or the failure by Tenant to pay its debts as such debts become due, or the making by Tenant of an assignment for the benefit of creditors

or the application by Tenant for or the consent to the appointment of a trustee, custodian or receiver for Tenant, or for the major part of its property;

- (d) The appointment of a trustee, custodian or receiver for Tenant or for the major part of its property without discharge thereof within thirty (30) days after such appointment;
- (e) The institution by or against Tenant of bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, proceedings under any chapter of the Federal Bankruptcy Code, as amended, or other proceedings for relief under bankruptcy law or similar law of any country for the relief of debtors (other than bankruptcy proceedings instituted by Tenant against (Tenant or the consent thereto by Tenant, third parties), and if instituted against Tenant, the allowance against or the failure by Tenant to have such proceedings dismissed, stayed or otherwise nullified within sixty (60) days after such institution;
- (f) The abandonment by Tenant of its air transportation business at the Airport for reasons other than strike or force majeure or as may be provided in Section 11.01; or
- (g) The failure by Tenant to observe and perform any covenant, condition or agreement in this Lease on the part of Tenant to be observed or performed, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied, given to Tenant by City, unless City agrees in writing to an extension of such time prior to its expiration; provided, however, that any such failure which can be cured but which cannot with due diligence be cured within such thirty (30) day period shall not constitute an Event of Default if corrective action is instituted by Tenant within the applicable period and diligently pursued until the failure is corrected.

Section 10.02 -- Remedies on Default

Whenever an Event of Default has occurred and is continuing, City to the extent permitted by law and upon written notice to Tenant may, subject to the provisions of any other agreement then in effect between Tenant and City, take any one or more of the following remedial steps:

- (a) City may terminate this Lease and exclude Tenant from possession of its Exclusive Use Premises;
- (b) City may, without terminating this Lease, exclude Tenant from possession of its Exclusive Use Premises, and use reasonable efforts to lease Tenant's share of the Exclusive Use Premises to another airline for the account of Tenant, or to redistribute the space among the other Tenants-in-common, holding Tenant liable for rentals, use charges and other payments due up to the effective date of such leasing and for the excess, if any, of the rentals, use charges and other amounts payable by Tenant under this Lease for the remainder of the term of this Lease over the rentals, use charges and other amounts which are payable by such new airline under such new agreement; and

- (c) City may, from time to time, take whatever action at law or in equity appears necessary or desirable to collect rentals, use charges and any other amounts payable by Tenant hereunder then due and thereafter to become due, or to enforce the performance and observance of any obligation, agreement or covenant of Airline under this Lease.

Section 10.03 -- No Remedy Exclusive

No remedy conferred upon or reserved to City in this Lease shall be exclusive of any other available remedy, and each such other remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission in exercising any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle City to exercise any remedy it has under this Lease, it shall not be necessary to give any notice other than such notice as may be herein expressly required.

Section 10.04 -- Agreement to Pay Attorneys' Fees and Expenses

In the event Tenant defaults under this Lease and City employs attorneys or incurs other expenses for the collection of rentals or the enforcement of performance of any obligation or agreement on the part of Tenant, Tenant shall, on demand, pay to City the reasonable fees and expenses of such attorneys and such other expenses so incurred by City.

Section 10.05 -- Termination in Event of Handling Agreement

Whether or not an Event of Default under this Lease has occurred, in the event that City approves a handling arrangement for Tenant in Terminal 1, 2 or 3 at the Airport with any airline leasing or subleasing Exclusive Use Premises in such terminal, City shall have the right to terminate this Lease and exclude Tenant from possession of its Exclusive Use Premises by giving written notice of such termination to Tenant.

Article XI.

Termination By Tenant.

Section 11.01 -- Termination by Tenant

If Tenant is not then in default in the payment of any amount due from it to City hereunder, Tenant may terminate this Lease by giving City sixty (60) days' advance notice upon or after the happening and during the continuance of any one of the following events:

- (a) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Tenant's use of the Airport in the 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 ninety (90) days;

- (b) The issuance of any order, rule or regulation or the taking of any action by any Federal or State agency, having jurisdiction with respect to Tenant or the Airport, or the occurrence of any fire, other casualty, act of God or the public enemy, substantially affecting, for a period of at least (90) days, Tenant's use of the Airport in the conduct of its air transportation business; provided, however, that none of the foregoing is due to any fault of Tenant;
- (c) The default by City in the performance of any covenant or agreement required to be performed by City herein, and the failure by City to remedy such default after written notice thereof has been delivered to City, unless (i) City takes prompt action to remedy such default, within a period of thirty (30) days after receipt from Tenant of such notice, or (ii) in the case of any such failure which cannot with due diligence be cured within such thirty (30) day period, if City takes corrective action within the sixty (60) day period and diligently pursues such action until the failure is cured; or
- (d) The substantial restriction of City's operation of the Airport by action of any Federal or State agency having jurisdiction with respect thereto, and the continuance thereof for a period of not less than sixty (60) days, provided such restriction adversely affects Tenant's operations at the Airport.

Article XII.

Equal Opportunity.

Section 12.01 -- Equal Opportunity

Tenant agrees that in performing under this Lease it shall neither 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 commit an unfair employment practice.

Tenant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Such action shall include, but not 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.

Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Section 12.01. Tenant further agrees that this clause will be incorporated in all contracts entered into with any suppliers or materials or furnishers of services, contractors and subcontractors, and all labor organizations, which furnish skilled, unskilled and craft union skilled labor, or which may perform any such labor or services in connection with this Lease.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 C.F.R., 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 *et sub.*; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1979, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1979, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1979, Ch. 48, 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1979, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 C.F.R. Chapter 60, and Part 21, Regulations of the Office of the Secretary of Transportation; Executive Order 85-2 promulgated by the Mayor of the City of Chicago on April 3, 1985.

To demonstrate compliance, Tenant will furnish, and will obligate its contractors and subcontractors to furnish, such reports and information as is reasonably requested by the Chicago Commission on Human Relations.

Section 12.02 -- Non-Discrimination

This Lease involves the use of or access to space on, over or under real property acquired or improved under the Airport Development Air Program of the Federal Aviation Administration, and therefore involves activity which serves the public.

Tenant, 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 (a) no person on the grounds of race, creed, color, religion, age, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities; (b) that no person on the grounds of race, creed, color, religion, age, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of improvements on, over, or under such land and the furnishing of services thereon; and (c) that Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to regulations of the Department of Transportation.

Section 12.03 -- 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 privileges and right of conducting any one or all activities of an aeronautical nature.

Section 12.04 -- Non-Discrimination in Furnishing Services

Tenant agrees to furnish services on a fair 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 Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates of other similar types of price reductions.

Section 12.05 -- Affirmative Action

Tenant 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, age, national origin or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Tenant 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. Tenant assures that it will require that its covered suborganizations provide assurances to Tenant that they similarly will undertake an affirmative action program and that they will require assurances from their organizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

Article XIII.

Miscellaneous.

Section 13.01 -- Notices

All notices to City provided for herein shall be in writing and shall be sent by registered mail, postage prepaid, addressed to the Commissioner of the Department of Aviation of the City of Chicago, 20 North Clark Street, Suite 3000, Chicago, Illinois 60602, or to such other address as City may designate from time to time by notice to Tenant, and shall be deemed given when so mailed. All notices to Tenant provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to Tenant, Michael S. Mudge, VP--Customer Services, 4828 E. McDowell Road, Phoenix, Arizona 85008, or to such other address as Tenant may designate from time to time by notice to City, and shall be deemed given when so mailed.

Section 13.02 -- No Abatement or Set-off

Tenant shall not abate, suspend, postpone, set-off or discontinue any payments of rentals or use charges which it is obligated to pay hereunder. Nothing contained in this Section 13.02 shall release City from the performance of any of its obligations under this Lease. In the event City fails to perform any of its obligations herein contained, Tenant may institute such action against City as Tenant deems necessary to compel performance, so long as such action does not abrogate Tenant'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 13.03 -- Governing Law

This Lease shall be governed and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in that state. Disputes arising under this Lease shall be brought by the City or the Tenant in a court of competent jurisdiction located in the City of Chicago, County of Cook, State of Illinois, and Tenant hereby consents to the jurisdiction of such court and expressly agrees not to contest said jurisdiction.

In Witness Whereof, City has caused this Lease to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of City, and its seal to be hereunto affixed

and attested by the City Clerk of City, and Tenant has caused this Lease to be executed on its behalf by its _____ President and its _____ Secretary, pursuant to due authorization of its Board of 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.]

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

[Exhibit A printed on pages 38957 through 38959 of this Journal.]

EXECUTION OF COOKIE AND MUFFIN SHOP CONCESSION
LICENSE AGREEMENT AUTHORIZED WITH NEWBERRY
MUFFINS FOR PREMISES AT CHICAGO-O'HARE
INTERNATIONAL AIRPORT.

On motion of Alderman Evans, the City Council took up for consideration the report of the Committee on Aviation, deferred and published in the Journal of the Proceedings of December 18, 1986, pages 38384--38408, recommending that the City Council pass a proposed ordinance authorizing the execution of a Cookie and Muffin Shop Concession License Agreement with Newberry Muffins for premises at Chicago-O'Hare International Airport.

On motion of Alderman Evans, 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

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:

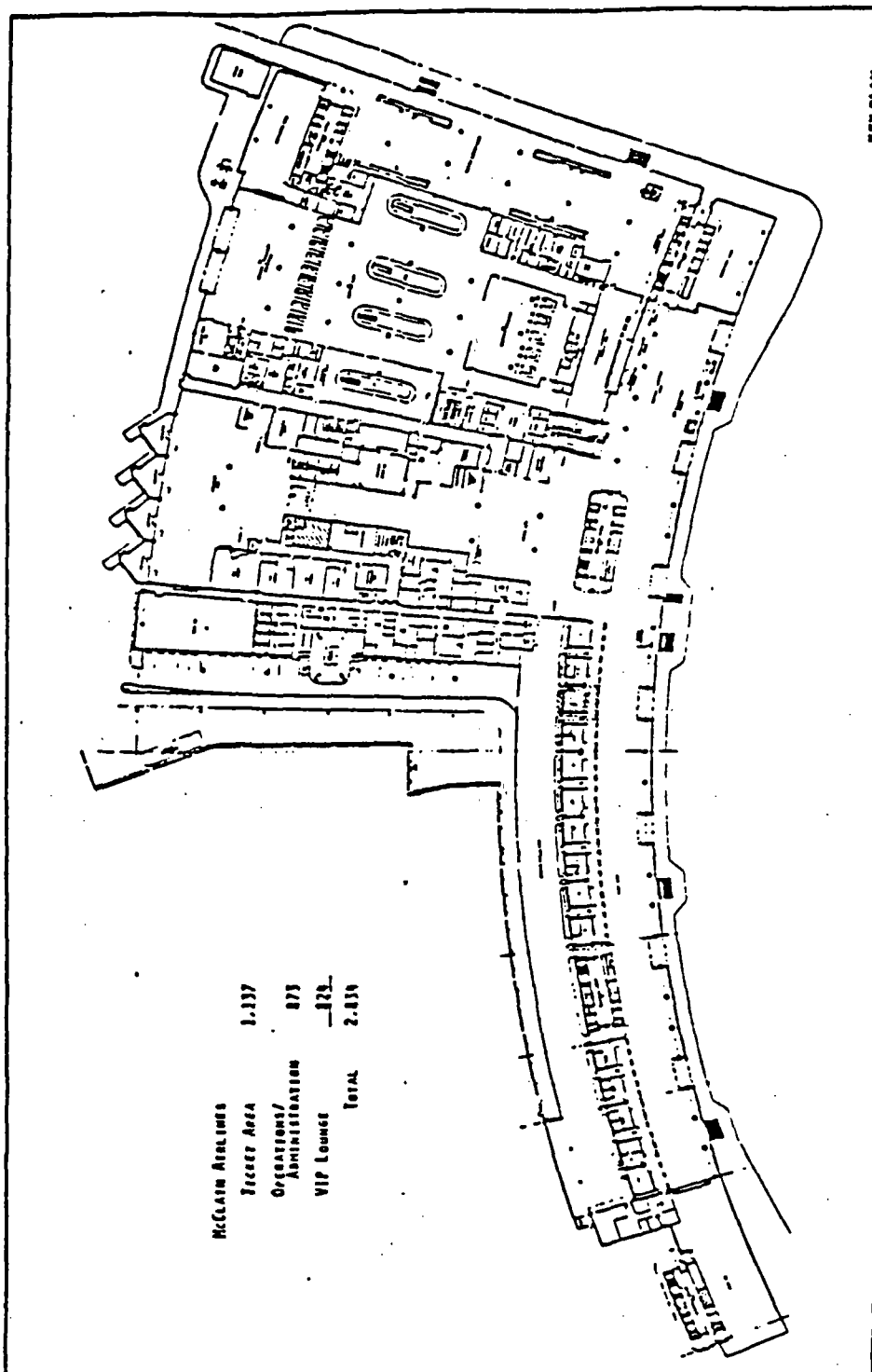
SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute in behalf of the City of Chicago a Cookie and

(Continued on page 38960)

1/16/87

UNFINISHED BUSINESS

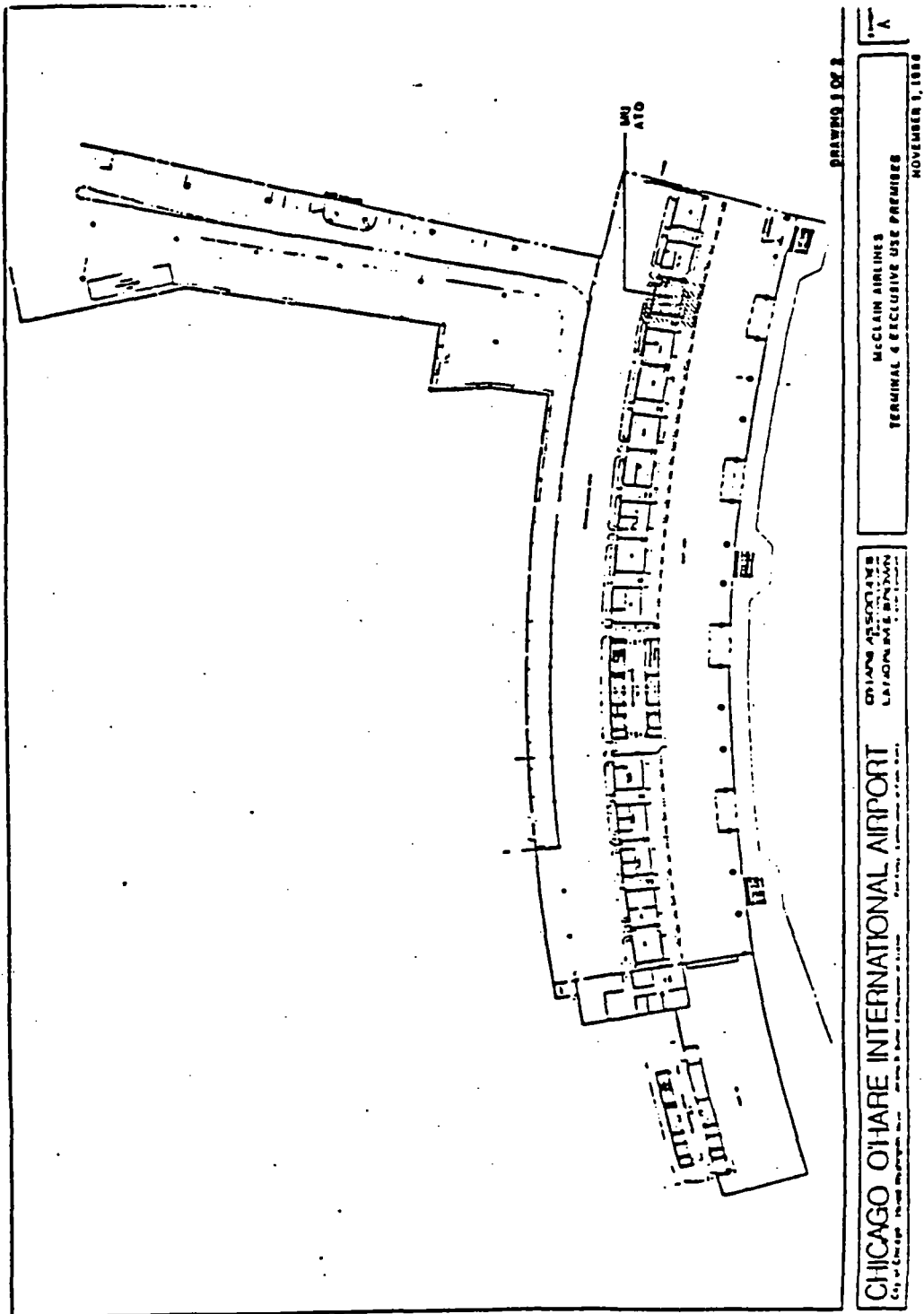
38957



McClean Airlines	
Ticket Area	1,337
Operations/	873
Administration	
VIP Lounge	125
Total	2,335

REV. PLAN

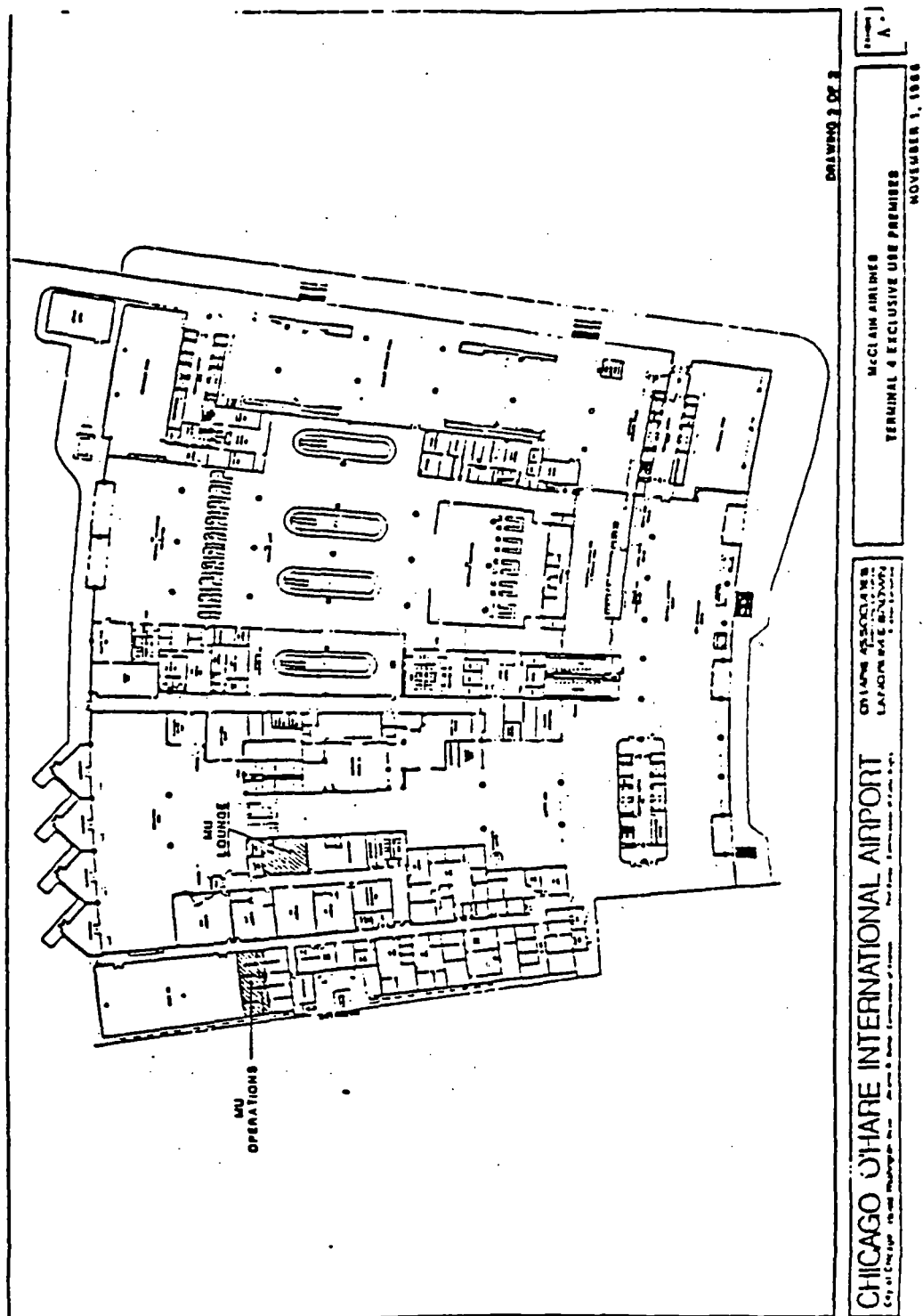
CHICAGO O'HARE INTERNATIONAL AIRPORT City of Chicago, Board of Transportation, 430 North Dearborn Street, Chicago, Illinois 60610	McClean Airlines Terminal & Exclusive Use Premises	CHICAGO O'HARE INTERNATIONAL AIRPORT City of Chicago, Board of Transportation, 430 North Dearborn Street, Chicago, Illinois 60610
		NOVEMBER 1, 1986



1/16/87

UNFINISHED BUSINESS

38959



(Continued from page 38956)

Muffin 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:

Cookie/Muffin 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 Newberry Muffins, Inc., an Illinois corporation, (hereinafter referred to as "Licensee").

Witnesseth:

Whereas, Licensor owns and operates the Airport known as Chicago-O'Hare International Airport, (hereinafter referred to as "Airport"), situated in the City of Chicago, Counties of Cook and 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-253-U1, consisting of approximately 315 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 sixth (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 Cookie/Muffin 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.

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 (\$9,450.00) per annum for all granted areas, ("Fixed License Fee"), with payment equal to one-twelfth (\$987.50), due each month, in advance.

2.) A percentage license fee of 19% of gross receipts derived by Licensee from operations at the Airport, ("Percentage Fee"), provided that Licensee shall pay Licensor a Minimum Annual Percentage Fee of \$74,230 ("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 Annual Percentage 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 \$74,230 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 Minimum Annual Percentage Fee noted above. The initial payment of the Minimum Annual 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 Minimum Annual 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 Annual 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 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, 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 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 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 the Licenser may, from time to time, require relative to Licensee's concession operation.

E. *Pro Rata* Payment. If the commencement or termination of this Agreement falls upon any date other than the first or last day of any calendar month, the applicable fees and charges for said month shall be paid by Licensee to Licenser *pro rata* in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

F. Interest for Late Payment. Without waiving any other right of action available to 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 money is determined to be owed.

Article IV.

General Description of the Concession.

A. Merchandise. Licensee shall have the right to operate a Cookie and Muffin shop concession at the Airport and in connection therewith, shall have the right to and shall sell items subject to the prior approval of the Commissioner of Aviation and 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 in Terminal 2, the items listed below and none other:

The items included on a list entitled Initial Schedule of Merchandise (see attachment), which is an attachment hereto and made a part hereof.

Except with prior written approval of the Commissioner of Aviation, the Licensee shall not install or operate 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 the 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 City Council of the City of Chicago excluding any delays not directly attributable to Licensee's failure to act or perform any obligation relative to the issuance of said certificate. 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 Forty Thousand and no/100 Dollars (\$40,000.00).

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 time to inspection by Licensor without additional cost to Licensee. Licensee shall give or cause to be given to the Commissioner of Aviation and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications 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 or such other related engineering that exceeds \$750.00 from Licensee's next due 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. Notwithstanding the foregoing, liens incurred on equipment obtained by Licensee subsequent to the beginning date which are the direct result of said equipment being financed by Licensee are excluded from this paragraph.

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 the 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

receptables for all garbage, trash and other refuse on or in connection with the granted premises. Piling of boxes, cartons, barrels, or other similiar 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 and percentage fees all other costs connected with the use of the premises and facilities, right and privileges granted, including, but not limited to the 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 broadcast of flight announcements and other information 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 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 monthly gross receipts of thirty (30%) percent or greater 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 abated proportionately for subsequent month(s) after a thirty-day (30) period in direct relation to the reduction in gross receipts generated by each affected location and such abatement shall continue until such time as the monthly gross receipts obtain a level equal to eighty (80%) percent of the average monthly gross receipts for such location during the three (3) month period preceding the abatement, at which time the full Minimum Annual Percentage Fee shall again be paid by Licensee. The Percentage Fee shall not be affected.

This Agreement shall be subject to cancellation by the Licensee as specifically provided in any provision herein 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 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, fixtures and equipment to Licensor. 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 to be paid by Licensor 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 excluding however, furniture, furnishings, fixtures and equipment of Licensee not sold to Licensor as aforementioned 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 Annual 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 Annual Percentage Fee payable hereunder shall abate proportionately to the amount of damage sustained to the premises from such fire or other casualty 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 and Minimum Annual Percentage Fee payable hereunder with respect thereto shall abate, but the Percentage Fee provided hereunder shall not be affected.

Should Terminal Building No. 2 at the Airport be damaged by fire or other casualty (unless 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 and Minimum Annual 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. Licensor and Licensee shall forthwith negotiate the 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 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 Insureds, with respect to any claims arising out of this Agreement, and that insurance applied 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 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 replacement 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 material 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-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 Agreement, Non-Discrimination And
F.A.A. Requirements.*

A. This Agreement is subject to the provisions of Paragraph 4, Article XI of that certain Agreement entitled: "Airport Use Agreement" 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 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.

Non-Discrimination 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, age, handicap 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.

This entire Agreement is made upon condition that if the Licensee shall be in arrears in the payment of any of the license fee 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 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, the Agreement shall terminate. In addition, this entire agreement is made upon the condition that if Licensor 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 Licensee has notified Licensor in writing of Licensor's default hereunder and Licensor has failed to correct or contest in writing such defaults within said sixty (60) days, then in any of said cases or events, the Licensee lawfully may cure such defaults to the extent possible, and any and all costs incurred by Licensee in so doing may be offset against any amounts due Licensor under this agreement. In the event Licensee is unable to cure such defaults due to the nature of the default, Licensee may use any remedies available to it in law or equity.

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, and at Licensor's sole cost and expense 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, 20 North Clark Street, Room 3000, City Hall, Chicago, Illinois 60602, Attention: Commissioner, and notice to Licensee if sent by certified mail, postage prepaid, addressed to Licensee at 320 North Michigan Avenue, Chicago, Illinois 60601, 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 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 DuPage County, Illinois, or in any other public office, by Licensee or anyone acting for Licensee and that if the same be so filed, this Agreement and each and every provision hereof shall, at the option of the Licensor, be and become absolutely null and void and Licensor may declare such filing a breach of this Agreement.

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

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

[Signature forms omitted for printing purposes.]

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

[Exhibit A printed on page 38980 of this Journal.]

Initial Schedule of Merchandise attached to this Agreement reads as follows:

Initial Schedule Of Merchandise.

Extra Large Gourmet Muffins: \$1.10 Each *

Flavors:

Blueberry

Bran

Carrot Walnut

Banana Nut

Cream Cheese with Raspberry

1/16/87

UNFINISHED BUSINESS

38979

The Newbury Muffin (Blueberries, blackberries and raspberries)

Fruity Bran (Bran with Pineapple and Apple)

The Weekly Special (Pumpkin, Chocolate-Chip, Peach Yogurt, Cherry Crumble, Apple-Cinnamon, and 230 other varieties)

Large Gourmet Cookies: \$.65 to \$.85 Each*

Flavors:

Chocolate-Chip

Carrot Walnut

White Chocolate Chunk

Oatmeal and Fig

Macadamia Nut

Pina Colada

Rum Coconut

The Weekly Special (Triple Chocolate, Peanut Butter Raisin, Banana Nut, Celery and Spice and 50 other varieties.)

Coffee: small \$.85 large \$1.00

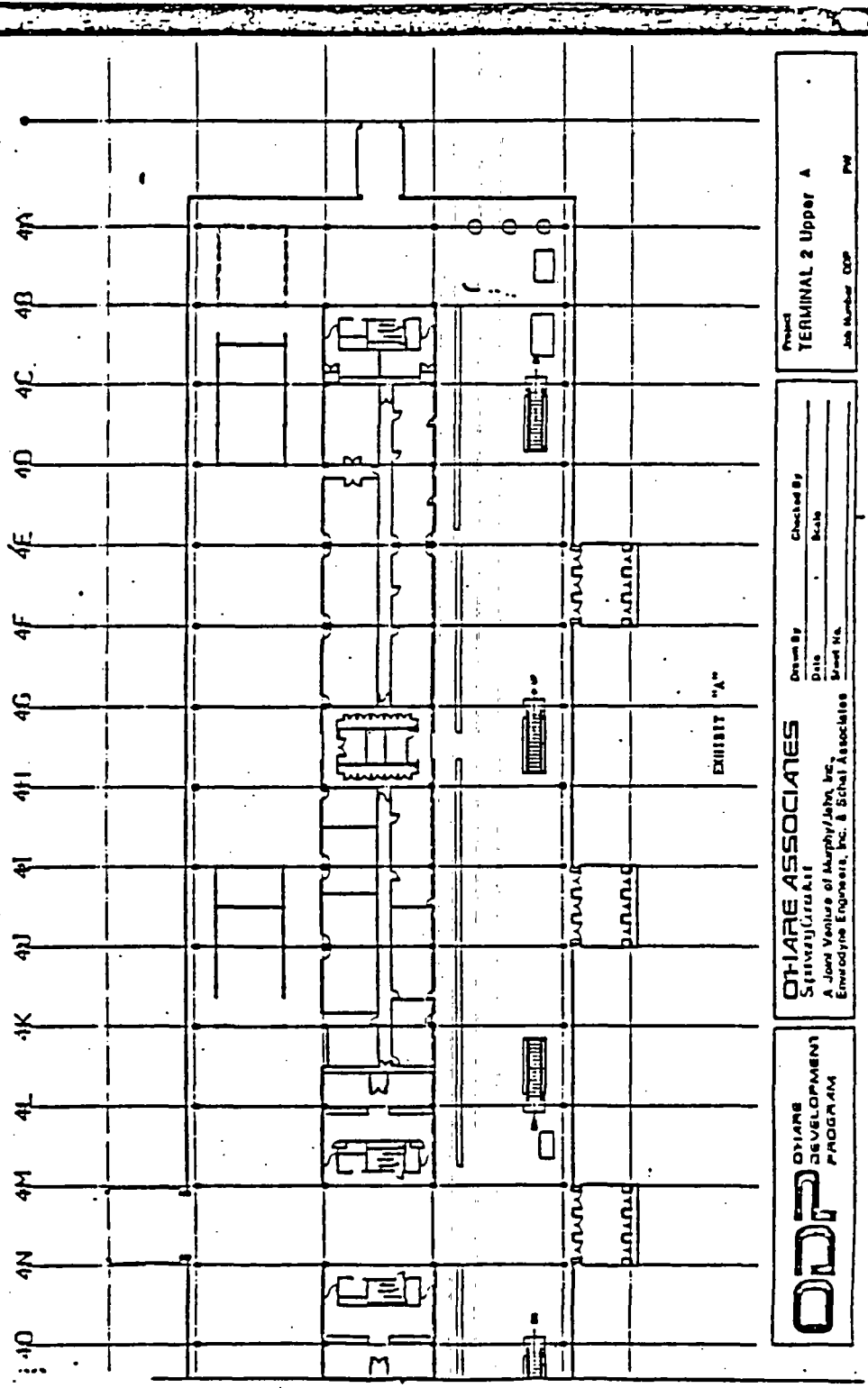
Special Hawaiian Kona Blend (Reg. and Decaf.)

Tea: \$1.10

Gourmet Teas (Earl Grey, Plantation Mint, Dijiling, Etc.)

Sodas: Sm. \$.65 Reg. \$.85 Lg. \$1.05

* Our Baker's dozen is 14 for the price of 12.



FEDERAL AVIATION ADMINISTRATION URGED TO CONDUCT
FEASIBILITY STUDY CONCERNING SPECIFIED SECURITY
REGULATIONS AT CHICAGO AIRPORTS.

On motion of Alderman Evans, the City Council took up for consideration the report of the Committee on Aviation, deferred and published in the Journal of the Proceedings of December 18, 1986, pages 38407 and 38409, recommending that the City Council adopt a proposed resolution urging the Federal Aviation Administration to conduct a feasibility study concerning specified security regulations at Chicago Airports.

On motion of Alderman Evans, the said 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Airport Security has become a primary concern of people and governments throughout the world; and

WHEREAS, The highest standards of airport security must be promoted at all times by all governments; and

WHEREAS, O'Hare Airport is the busiest airport in the world, and Midway Airport is one of the world's most successful inner city airports; and

WHEREAS, Local governments have the responsibility to provide security at major airports, and the Federal Aviation Administration is charged with ensuring that proper security is provided; and

WHEREAS, The City of Chicago must promote the most sound means of public safety and welfare possible; now, therefore,

Be It Resolved, That the F.A.A. is hereby memorialized to study the feasibility of restricting entry beyond security checkpoints at Chicago airports to airline, airport and security personnel and to passengers holding tickets for flights scheduled for departures not exceeding one hour from the time of entry.

EXECUTION OF FLIGHT KITCHEN AND SITE AGREEMENT
AUTHORIZED WITH S.A.S. SERVICE PARTNER,
INCORPORATED FOR PREMISES
AT CHICAGO-O'HARE
INTERNATIONAL
AIRPORT.

On motion of Alderman Evans, the City Council took up for consideration the report of the Committee on Aviation, deferred and published in the Journal of the Proceedings of December 18, 1986, pages 38412 and 38416--38435, recommending that the City Council pass a proposed ordinance authorizing the execution of a Flight Kitchen and Site Agreement with S.A.S. Service Partner, Incorporated for premises at Chicago-O'Hare International Airport.

On motion of Alderman Evans, 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 50.

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 is authorized to execute on behalf of the City of Chicago subject to approval of the City Comptroller and, as to form and legality by the Corporation Counsel, a Flight Kitchen and Site Agreement with S.A.S. Service Partner, Inc. for premises at Chicago-O'Hare International Airport; said agreement to be in substantially the following form:

Flight Kitchen And Site Agreement

Between

The City Of Chicago

S.A.S. Service Partner, Inc.

This Agreement is made this _____ day of _____, 1986 by and between the City of Chicago, a municipality and home rule unit existing under the laws of the State of

Illinois (hereinafter called "City"), and S.A.S. Service Partner, Inc., a corporation organized and existing under the laws of the State of Delaware (hereinafter called "Tenant").

Witnesseth:

Whereas, City owns and operates Chicago O'Hare International Airport (hereinafter called "Airport") as shown on Exhibit A attached hereto and by this reference made a part hereof; and

Whereas, the City, on September 14, 1981 (C.J.P. pp. 7017 -- 7036) approved the *Assignment and Assumption of the original lease agreement between the City of Chicago and Golden Jet Flight Kitchens, Inc.*, authorized by the City Council on November 27, 1964 (C.J.P. pp. 3405 -- 3410) to S.A.S. Catering, Inc.; and

Whereas, Tenant has evidenced that the facility should be significantly enlarged and re-equipped to provide flight kitchen capacity necessary for commercial viability and that a possible plan for a significant enlargement and re-equipment program ("Renovation Program") is currently being studied and will likely result in the Renovation Program proceeding in two or more phases, the magnitude of which is dependent upon currently unquantifiable factors affecting future operations; and

Whereas, City desires to provide Tenant with a lease on the existing Flight Kitchen (hereinafter defined) and Flight Kitchen Site (hereinafter defined), all as depicted on Exhibit B attached hereto and made a part hereof; and

Whereas, City desires to encourage the Tenant to begin the Renovation Program early in the term of the Agreement;

Now, Therefore, for and in consideration of the covenants and conditions herein contained, City and Tenant agree as follows:

Article I.

1.1 Demised Premises. City, for and in consideration of the covenants and agreements hereinafter contained, hereby demises and leases to Tenant a paved and fenced area of approximately 110,642 square feet ("Flight Kitchen Site") and the one story brick building containing approximately 12,000 square feet of floor space on the main floor and approximately 4,000 square feet of floor space in the basement together with all the improvements and equipment located therein ("Flight Kitchen") as depicted on Exhibit B (the Flight Kitchen Site and Flight Kitchen collectively referred to as the "Demised Premises").

1.2 Term. The initial term of this agreement shall be for five (5) years commencing on the first day of the month immediately following the day of approval of the authorizing ordinance by the City Council of the City of Chicago ("Commencement Date") and terminating on the last day of the sixtieth month following the Commencement

Date("Initial Term"); provided, however, if the Tenant shall invest a minimum of \$300,000.00 (in 1986 dollars) in capital improvements to the Demised Premises during the Initial Term, substantially (as reasonably determined by the Commissioner of Aviation) completing such improvements before the expiration of the Initial Term, then this Agreement shall be extended for an additional seven (7) year period through the last day of the one hundred forty-fourth month following the Commencement Date ("First Extension Term"); provided further, that for each additional \$150,000 (above and beyond the initial \$300,000.00) in capital improvements made to the Demised Premises by the Tenant during the Initial Term, First Extension Term or Second Extension Term (hereinafter defined), this Agreement shall be extended an additional year up to a maximum of eight (8) additional years ("Second Extension Term") for a total maximum lease term of twenty (20) years (the total number of years the Tenant being entitled to at any time under this Agreement being referred to as "Total Lease Term").

1.3 Subordination. This agreement shall be subject and subordinate to:

(a) Any existing or future Federal or State of Illinois statute or any existing or future lease or agreement between City and the United States of America or the State of Illinois relative to the development, construction, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State of Illinois funds for the development, construction, operation or maintenance of the Airport.

(b) The provisions of a deed from the United States to City appearing as Document No. 13747964, recorded on March 22, 1946, a release executed by the United States in favor of City as Document No. 17260008, recorded on July 15, 1958, a deed from the United States to the City of Chicago appearing as Document No. 17966152, recorded on September 16, 1960, and a release executed by the United States in favor of the City of Chicago, as Document No. 18246321, recorded on August 14, 1961, all in the office of the Recorder of Deeds, Cook County, Illinois.

(c) Any other existing or future agreements or leases between City and the Federal government with reference to the conveyance by the Federal government to City of any real or personal property under any Federal statutes authorizing the conveyance of such property to City for Airport purposes.

(d) Any lease or agreement heretofore executed by City with airlines operating at the Airport, or any future lease or agreement which City may enter into with other airlines, so long as future leases or agreements are limited to the scope and character of the leases or agreements now existing with airlines.

(e) Any prior existing executed written agreements and leases between City and others relating to premises at the Airport.

Article II.

2.1 Base Rent. As compensation for the privileges granted hereunder, and in addition to the Percentage Rent set forth in Section 2.2, Tenant shall pay to City, at the Office of the

Comptroller of City ("City Comptroller"), on or before the first day of each calendar month during the term hereof:

(a) A monthly rental ("Base Rent") of \$3,227.00, in advance, during the Initial Term of this Agreement, calculated on the basis of \$.35 per annum per square foot of the Flight Kitchen Site, which rate shall never decrease during the term of this agreement.

(b) Base Rent shall be increased ("Adjusted Base Rent") on the fifth anniversary of the Commencement Date of this Agreement and every five (5) years thereafter ("Adjustment Date") during the Total Lease Term, or any extension hereto by multiplying Base Rent by a fraction, the numerator of which is the Producer Price Index/All Commodities ("P.P.I.") published by the United States Department of Labor, Bureau of Labor Statistics (1967 = 100) for the month in the anniversary year immediately preceding the month within which the Commencement Date falls and the denominator of which is the P.P.I. for the month in the 1st year of the Initial Term ("Base Year") immediately preceding the month within which the Commencement Date falls.

(c) The Tenant shall commence payment of the Adjusted Base Rent on the Adjustment Date as provided in subparagraph 2.1(b) as reasonably estimated by the City. As soon as possible following the Adjustment Date, the City shall provide the Tenant a statement showing (i) the P.P.I. for the month immediately preceding the Commencement Date in the Base Year; (ii) the P.P.I. for the month immediately preceding the Adjustment Date and (iii) the amount of the Adjusted Base Rent to be paid monthly during each of the next five (5) years. Tenant shall pay any deficiency to the City as shown by such statement within thirty (30) days after receipt of such statement. If the Tenant shall have overpaid any amount based on the City's statement, the Tenant shall take a credit against future payment(s) of Adjusted Base Rent.

(d) If the manner in which the P.P.I. is determined by the Department of Labor shall be substantially revised, an adjustment shall be made in such revised index which would produce results equivalent, as nearly as possible, to those which would have obtained if the P.P.I. had not been so revised. If the 1967 average shall no longer be used as an index of 100, such change shall constitute a substantial revision. If the P.P.I. shall become unavailable to the public because publication is discontinued, or otherwise, City will substitute therefor a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency or, if no such index shall then be available, a comparable index published by a major bank or other financial institution or by a university or a recognized financial publication.

2.2 Percentage Rent. In addition to Base Rent and Adjusted Base Rent, Tenant shall pay to City for each of the first ten (10) years of this Agreement, rent ("Percentage Rent") equal to 2% of the amount, if any, by which Gross Revenues (as defined below) derived by Tenant from its operations on, in, or from the Demised Premises during such year exceeds the sum of \$1,383,050. In addition to the Adjusted Base Rent, Tenant shall pay to City, for the eleventh through the fifteenth years of the term (if so extended) Percentage Rent equal to 2-1/2% of the amount, if any, by which Gross Revenues derived by Tenant from its operations on, in, or from the Demised Premises during such year exceeds the sum of \$1,000,000.00 and for the sixteenth through the twentieth years of the term (if so extended) Percentage Rent equal to 3% of the amount, if any, by which Gross Revenues derived by

Tenant from its operations on, in, or from the Demised Premises during each year exceeds the sum of \$1,000,000.00. Percentage Rent shall be due monthly and paid on or before the 15th day of each calendar month during the Total Lease Term, on the basis of Tenant's Gross Revenues for the preceding month. Each payment of Percentage Rent shall be made to the City Comptroller and shall be accompanied by a report showing Tenant's Gross Revenues for said month and cumulatively for the then-current calendar year inclusive of said month. A duplicate copy of such report shall be sent to the Commissioner of Aviation at the same time. This monthly report of Tenant's Gross Revenues must be submitted to the City Comptroller for each month of this Agreement, including months when no Percentage Rent is due. For purposes hereof, "Gross Revenues" means the total gross receipts regardless of when or whether paid or not derived by Tenant from any and all business conducted by Tenant at the Airport, including the percentage fees applicable under the terms of this Agreement if they are included in the customer's cost excluding receipts if any, from the sale or exchange of Tenant's trade equipment, automotive vehicles, furniture, fixtures, or furnishings, and exclusive of Federal, State, Municipal or other governmental excise tax, (except Federal Manufacturer's Excise Tax) use, sale privilege or retailer's occupation tax now or hereafter imposed and collected by Tenant directly from customers; but this provision shall not excuse Tenant from paying to governmental agencies all taxes for which it may be liable to them.

2.3 Building Rental. In addition to Base Rent, Adjusted Base Rent and Percentage Rent, Tenant shall pay to City for each succeeding year of term of this Agreement an annual building rental of \$48,000 ("Building Rent"). Tenant agrees to pay, each month in advance 1/12th of the annual Building Rent.

2.4 Taxes and Other Charges. In addition to Base Rent, Adjusted Base Rent, Percentage Rent, and Building Rent, Tenant shall pay all fees and charges relating to the Demised Premises, including charges for utilities, license fees and taxes of any nature, and all charges of any nature whatsoever for maintenance, debris removal, snow removal, waste removal and like charges. City shall not be obligated to incur any costs or charges in connection with the Demised Premises.

2.5 Books, Records, and Audits. Tenant 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 operation 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 Comptroller of the City of Chicago, or their duly authorized representative, 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 Tenant in connection with its operation hereunder.

Within 120 days after the close of each calendar year or fiscal year, as previously elected, or termination of the Agreement through passage of time or otherwise the Tenant will provide the City with a "Statement of Revenues" representing revenues by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. Tenant must inform City 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 City, said acceptance not to be unreasonably withheld.

The following is an example of an opinion which would satisfy these requirements:

"We, a firm of independent certified public accountants, have examined the accompanying statement of fees reported to the City of Chicago by S.A.S. Service Partner, Inc., for the year ended _____, relating to its flight kitchen operations at Chicago-O'Hare International Airport, pursuant to an agreement between the City of Chicago and S.A.S. Service Partners, Inc., 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 revenues showing gross revenues of _____ presents fairly the amount of gross revenues, 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 Tenant's expense.

Tenant shall, upon request, furnish such other further financial or statistical reports as the City may, from time to time, reasonably require relating to sales at Chicago-O'Hare International Airport.

2.6 *Pro Rata Payment.* If the 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 Tenant to City *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.

2.7 *Interest for Late Payment.* Without waiving any other right of action available to City in the event of delinquency by Tenant for a period of 30 days or more in its payment to City of the above fees and charges, and without waiving the interest specified herein upon acceptance of said payment, Tenant shall pay to City interest thereon at the rate of 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 Tenant in which event the legal rate of interest shall prevail only if the City shall prevail in such dispute.

2.8 *Performance Bond.* At the time of and as a prerequisite to the execution hereof by City, Tenant shall execute and deliver to the Commissioner of Aviation a Performance Bond or surety bond in the amount of \$75,000.00, an amount equal to the anticipated fees payable by Tenant to City over the first six months of this Agreement. The bond shall be in a form approved by the City Comptroller and issued by a company reasonably acceptable to the Comptroller, which company may at its option renew this bond by a new bond or a continuation thereof certified each year. In the event a new bond is used the amount shall not be cumulative but any new bond must be for an amount which will guaranty payment

of Tenant's Base Rent, Adjusted Base Rent, Building Rent and Percentage Rent over the next succeeding six month period.

Article III.

3.1 Operation of Flight Kitchen. City hereby grants to Tenant a non-exclusive privilege, in common with others that City may from time to time so authorize, to operate at the Airport the business of preparing, handling, and selling meals, food and beverages to be served as in-flight meals on aircraft (and for services related thereto) and of preparing, handling and selling meals, food and beverages as an executive catering service on or off Airport except within those areas designated as areas of restaurant operations in the lease between Carson International and the City of Chicago authorized July 28, 1961 (C.J.P. pp. 5379 -- 5394) as amended. Nothing in this Agreement shall be deemed to grant to Tenant the right to conduct any business other than as described in this Section 3.1.

3.2 Incidental Rights and Privileges. In connection with the rights granted to Tenant in Section 3.1, City hereby grants to Tenant the exclusive use of the Demised Premises, subject to the terms and provisions hereof and to rules and regulations promulgated by the Commissioner of Aviation and provided to the Tenant, for the foregoing privileges and for the operation of related administrative offices, parking, loading, unloading of aircraft trucks, delivery trucks, or automobiles of employees and other having business with Tenant. Tenant may park on the Demised Premises without charge so long as the vehicles so parked are being used in connection with Tenant's business.

Article IV.

4.1 Construction and Maintenance.

(a) Plans and specifications for any improvements, repairs to, or remodeling of the Demised Premises and changes thereto for all such structures and improvements shall be subject to the prior written approval of the Commissioner of Aviation and the Commissioner of the Department of Public Works of City ("Commissioner of Public Works"), said approvals not to be unreasonably withheld. The City shall notify the Tenant in writing within ninety (90) days of the submittal of the plans and specifications if said plans and specifications are acceptable. If the plans and specifications are not acceptable, the City shall specify the reason in its written notice to the Tenant. Upon any resubmittal of the plans and specifications to the City, the City shall have sixty (60) days within which to advise the Tenant in writing of the acceptance or nonacceptance (including reasons therefore) of the plans and specifications.

(b) During the period of construction, all construction work, materials, and installations involved in or incidental to the construction of the Flight Kitchen shall be subject at all times to inspection by City. Tenant 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 its contractors and subcontractors to provide reasonable and necessary facilities for inspection. Tenant shall cause all construction work workmanship, materials, and installations to be in full compliance with plans and specifications.

(c) Prior to commencement of any of the construction referred to immediately hereinabove, the plans shall be submitted to the District Airport Engineer of the Federal Aviation Administration, pursuant to Part 77 of the Federal Aviation Regulations. Evidence of such submission and action thereon shall be transmitted to the Commissioner of Aviation and the Commissioner of Public Works.

(d) Tenant further agrees to provide such meters as are necessary to properly measure the amount of water used and to maintain said equipment in such a manner as to supply accurate measurement of the gallonage.

(e) Tenant will, at Tenant's own expense, keep the Demised Premises in good order, repair and condition at all times during the Total Lease Term, and Tenant shall promptly and adequately repair all damage to the Demised Premises and replace or repair all damaged or broken fixtures and appurtenances, under the supervision and subject to the approval of the City, and within any reasonable period of time specified by the City. If after receiving written notice from the City, the Tenant does not perform such remedial work within a reasonable time based upon the type of work to be done, City may, but need not, make such repairs and replacements, and Tenant shall pay City the cost thereof, including a reasonable percentage of the cost thereof sufficient to reimburse City for all overhead, general conditions, fees and other costs or expenses arising from City's involvement with such repairs and replacements forthwith upon being billed for same. City shall be permitted to enter upon the Demised Premises to make repairs, alterations, improvements and additions to the Demised Premises as may be required by governmental order or writ decree.

(f) Tenant shall not, without the prior written consent of City, said consent not to be unreasonably withheld, make any material or structural alterations, improvements or additions to the Demised Premises. If City consents to said alterations, improvements or additions, it may impose such conditions with respect thereto as City deems appropriate, including, without limitation, requiring Tenant to furnish City with security for the payment of all costs to be incurred in connection with such work, insurance against liabilities which may arise out of such work, and plans and specifications plus permits necessary for such work. The work necessary to make any alterations, improvements or additions to the Demised Premises shall be done at Tenant's expense. Upon completion of such work Tenant shall deliver to City evidence of payment, contractor's affidavits, and full and final waivers of all liens for labor, services, or materials. Tenant shall defend and hold City and the Demised Premises harmless from all costs, damages, liens, and expenses related to such work. All work done by Tenant or its contractors pursuant to this Article IV shall be done in a first-class workmanlike manner using only good grades of materials and shall comply with all insurance requirements and all applicable laws and ordinances and rules and regulations of governmental departments or agencies.

(g) Tenant shall furnish to the Commissioner of Public Works an itemized statement, certified by an authorized officer of the Tenant, showing the total cost of all fixed alterations, improvements or additions constructed under the terms of this Agreement upon the Demised Premises, including architects' and engineers' fees, cost of plans and specifications and other costs incidental to said construction and installation, within 60 days after the completion of the construction thereof, and shall, if requested by the City, produce copies of all invoices and other records in connection therewith. The Commissioner

of Public Works shall review the material and notify the Tenant in writing within 60 days after its receipt whether said itemized statement and supporting invoices or other records meet with this approval, or not, and, in the latter event, in what respect it is deficient; provided, however, that said statement shall be deemed approved in the event the Commissioner of Public Works shall not so notify Tenant within such 60 day period. Upon approval of the Commissioner of Public Works, said costs shall constitute the basis for the extension of the lease term as provided in Section 1.2 of Article I and the amortization considered in Article IX. The books and records of the Tenant relating to the project shall be subject to examination and audit by the Commissioner of Public Works to verify such costs.

4.2 Title. Title to the fully improved Flight Kitchen on the Demised Premises shall upon completion vest in City as does title to the original facilities; provided, however, that City shall not be vested in title to trade fixtures and trade equipment as defined in Article V.

Article V.

5.1 Lease of Equipment.

(a) Tenant shall have the right, for use on the Demised Premises, to lease certain restaurant trade equipment, furniture, and fixtures from a reputable equipment rental company, to be rented to Tenant either directly from such rental company or by way of an equipment sublease or assignment of an equipment sublease from an equipment sublessor. If Tenant elects to exercise such right, City shall recognize the property rights in such equipment of the equipment lessor, sublessor, or assignee; provided, however, that (1) prior to the installation or use by Tenant of any leased equipment, City shall be furnished with a listing thereof which shall be kept current by appropriate written notice of amendment by Tenant to City; and (2) all such leased equipment shall bear a permanently affixed identification indicating its ownership by the particular lessor, sublessor, or assignee.

(b) All such items of leased equipment shall be and remain personal property notwithstanding the fact they may be attached or affixed to real property. Tenant and the lessor, sublessor, or assignee to the extent of their respective interest in such equipment, shall have the right at any time to remove or replace any and all such equipment, regardless of whether attached or affixed to real property; provided, however, that any damage caused to the Demised Premises by such removal or replacement, shall be repaired to the satisfaction of City and at the expense of Tenant.

(c) With respect to trade equipment installed or used by Tenant which is not under lease, Tenant shall have the right at any time during the term or upon termination of this Agreement to remove or replace such non-leased trade equipment subject to any valid lien which City may have thereof for unpaid fees or charges; provided, however, that upon removal of any such facilities, Tenant shall, at its sole expense, restore the Demised Premises to a condition satisfactory to City.

(d) Tenant shall be deemed to have abandoned to City any trade equipment (including furniture, furnishings, special lighting fixtures, draperies, decorations, appliances, trade fixtures, and equipment, furnished and installed or used by Tenant) and other property of

Tenant which Tenant fails to remove from the Demised Premises within 30 days after the end of the period of this Agreement or effective date of termination thereof, unless City grants in writing a further period for this purpose.

Article VI.

6.1 Warning Lights. Tenant shall install, maintain, and operate such obstruction or warning lights on structures located on the Demised Premises as may from time to time be required to conform to Federal Aviation Administration standards or to conform to standards prescribed by City and any other governmental agency having jurisdiction over the Demised Premises.

6.2 No Signs. Tenant shall not install, erect, or place, or permit others to do so, any illuminated signs, placards, displays or other advertising media on the Flight Kitchen or elsewhere at the Airport, without the prior written consent of the Commissioner of Aviation.

6.3 Inspection. City, by its representatives, shall have the right at any reasonable time, upon prior notice, and as often as it considers necessary, to inspect the Demised Premises and to enter thereon to direct Tenant to make ordinary repairs.

Article VII.

7.1 Access.

(a) City hereby grants to Tenant the right of access to and from the Demised Premises by Tenant and its employees, agents, contractors, sub-contractors, servants and invitees; provided, however, that such rights of access be exercised in conformance with all regulations promulgated by the Commissioner of Aviation (which Tenant shall be provided a copy thereof) or any other lawful authority, for the care, operation, maintenance, and protection of the Airport and the public.

(b) City hereby also grants to tenant the right of access to and from the Demised Premises to the airfield portion of the Airport for the purpose of serving aircraft and performing all acts incidental to the conduct of Tenant's business at the Airport; provided, however, that such rights of access shall be exercised in conformance with all regulations promulgated by the Commissioner of Aviation (which Tenant shall be provided a copy thereof) or any lawful authority, for the care, operation, maintenance, and protection of the public.

(c) Tenant shall not be obligated to operate its business at the Airport or to pay Base Rent, Adjusted Base Rent, Percentage Rent or Building Rent for the Demised Premises during any time when the means of ingress and egress as described in Sections 7.1(a) and/or 7.1(b) are interrupted on a continuing basis for a period of more than five (5) days.

7.2 Non-Disturbance. The operations of Tenant and its employees on the Demised Premises shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others at the Airport. Upon request from City to Tenant to correct the

demeanor, conduct, or appearance of Tenant's employees, Tenant shall take all steps necessary to comply with such request.

Article VIII.

8.1 Trash Disposal. Tenant shall provide for the adequate sanitary handling and disposal off the Airport of all trash, garbage, and other refuse which results from the operation of its business at the Airport. Tenant shall provide and use suitable covered metal receptacles for all garbage, trash, and other refuse on or in connection with the Demised Premises. Tenant shall not pile boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner, on or about the Demised Premises. The method of handling and disposing of trash, garbage, and other refuse on the Demised Premises shall be subject to approval of the Commissioner of Aviation.

Article IX.

9.1. Untenantability. Tenant shall not be obligated to operate its business at the Airport or to pay Base Rent, Adjusted Base Rent or Building Rent for the Demised Premises during any time when all of the Demised Premises are untenable, as reasonably determined by the Commissioner of Aviation, through no fault or negligence of Tenant, its employee and agents. In the event the Demised Premises are partially untenable through no fault or negligence of Tenant, its employees and agents, and Tenant can still perform the services described in Section 3.1, as reasonably determined by the Commissioner of Aviation, Tenant shall not be obligated to operate such untenable part of the Demised Premises and both Base Rent (or Adjusted Base Rent) and Building Rent shall be proportionately abated. In the event that the Airport is closed for any period longer than 10 days by any order or direction of City or any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction, Base Rent, Adjusted Base Rent, Percentage Rent and Building Rent shall abate for the period of such closing.

9.2 Amortization. In the event that the Demised Premises or such part thereof as will substantially impair Tenant's ability to use the Demised Premises for the purpose specified in this Agreement, is required for Airport purposes (including, but not limited to, runways, taxiways or navigational uses) and not for any private commercial use or other private use by any person, firm, corporation, partnership, association or other entity, then in such case and only in such case, the Commissioner of Aviation may, upon 120 days prior written notice to the Tenant direct Tenant to vacate the same and this Agreement shall terminate. Landlord, within sixty (60) days after Tenant's removal therefrom, will pay to tenant the unamortized portion of the cost of the permanent structures and improvements constructed and installed thereon by Tenant under the terms of this Agreement; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date of the Total Lease Term.

Article X.

10.1 Insurance.

(a) Tenant, at its sole expense, shall keep in force, during the term of this Agreement, insurance issued by responsible insurance companies, of the following types and in the following amounts:

1. General liability automobile 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 Section 11.3 hereof.
2. Worker's compensation (and occupational disease) insurance providing statutory benefits under the laws of the State of Illinois, and employer's liability insurance with limits of liability thereunder of \$500,000.
3. Insurance upon the buildings and improvements (1) for the replacement cost of the improvements, (2) covering such hazards as are insured against by fire and extended coverage insurance upon improvements of similar character, and (3) the proceeds of which will be disbursed in accordance with this Agreement.
4. During the course of the construction of the improvements, mentioned in the third "WHEREAS" clause or those contemplated in Section 1.2 of ARTICLE I, owner's protective liability insurance in Tenant's name with limits of liability for bodily injury and property damage of not less than \$5,000,000.

(b) Tenant shall also, at its expense, keep in force such other insurance coverage as is reasonably required, from time to time, by the City Comptroller and the Commissioner of Aviation. All policies or endorsements obtained by Tenant pursuant to this Agreement shall name City as an additional insured.

(c) Tenant shall not exercise any of the rights and privileges granted to it under this Agreement until all insurance directed and required to be furnished by tenant is in full force and effect.

(d) Any insurance protection furnished by Tenant hereunder shall in no way limit its responsibility to indemnify and save harmless City under the provisions of this Agreement.

(e) Tenant shall, before commencing the construction of any improvements or additions on the Demised Premises, furnish to City a performance bond in the full amount of the construction contract with sureties satisfactory to City.

(f) City and Tenant each hereby waive any and every claim for recovery from the other for any and all loss of or damage to the Demised Premises or to the contents thereof, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under said insurance policies. Inasmuch as this mutual waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or any other person), City and tenant each agree to give to each insurance company which has issued, or in the future may issue, to it policies of fire and extended coverage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

Article XI.

11.1 Release of City. City shall not be liable to Tenant, or to Tenant's agents, representatives or employees, for any injury to, or death of, any of them or of any other person or for any damage to any of Tenant's property or loss of revenue, caused by any third person in the maintenance, construction, or operation of facilities at the Airport, or caused by any third person using the Airport, or caused by any third person navigating any aircraft on or over the Airport, whether such injury, death, or damage is due to negligence or otherwise.

11.2 Regulating the Airport. Except as otherwise expressly set forth herein, City reserves the right to regulate, police, and further develop, improve, reconstruct, modify, or otherwise alter the Airport in City's sole discretion.

11.3 Indemnification of City. Tenant shall defend, indemnify and hold harmless the City, its officers, agents and employees, from and against all claims and liabilities of and to third persons, excluding claims and liabilities resulting from the primary or active negligence of the City, its officers, agents and employees, arising out of the use or occupancy of the Demised Premises by Tenant or others with its consent or out of any other acts or omissions of Tenant, its officers, agents and employees, on the Demised Premises or elsewhere on the Airport. In the event any claim is made or action brought which is covered by the foregoing indemnity the City shall give prompt written notice of the same to Tenant and, if requested, Tenant shall attend to the defense of the same. The City shall not take any action, including settlement or compromise, which may in any manner adversely affect Tenant's ability to defend against any such claim or action, and if the City desires to defend itself without waiving its rights under the foregoing indemnity it shall do so at its own expense and Tenant shall be allowed to participate, at its expense, in the defense.

Article XII.

12.1 Fire or Other Casualty.

(a) If at any time during the term of this Agreement the Demised Premises, except as specified in (b) hereinbelow, are damaged or destroyed in whole or in part by fire or by any other peril for which insurance proceeds are or under this Agreement should have been payable, Tenant shall, with all reasonable dispatch after such damage or destruction, cause plans, specifications and estimates of cost for repairing, replacing, or reconstructing the damaged or destroyed property (in accordance with the original design, subject to such modifications thereof as may be approved by the Commissioner of Aviation and the Commissioner of Public Works), to be prepared by a firm of architects selected by the Tenant and approved by the Commissioner of Aviation. The plans, specifications and estimated costs for such work (except for emergency repairs) shall be submitted to and receive the approval of the Commissioner of Aviation and the Commissioner of Public Works prior to the commencement of such work. Upon approval of the plans and specifications for such work as aforesaid and receipt by Tenant of insurance recovered on account of such damage or destruction, Tenant shall, with reasonable diligence, proceed, except for unavoidable delays, to repair, restore, replace, or rebuild, in accordance with the approved plans and specifications, the buildings, structures, or other improvements so damaged or destroyed as nearly as possible to their condition immediately prior to such

damage or destruction. Base Rent, Adjusted Base Rent, Percentage Rent and Building Rent shall abate during such casualty period as provided in Article IX.

(b) If said Flight Kitchen shall be damaged by fire or casualty during the last 2 years of the Total Lease Term or if the damage at any time exceeds 50% or more of the Flight Kitchen's replacement value, Tenant by notice to City, within 30 days after the occurrence of such damage, may elect to terminate this Agreement as of the occurrence of such damage. In case of such termination, Tenant shall assign all its interest in the insurance recovery for the damage to the building to City and the parties shall have no further obligations under the terms of this Agreement; provided, however, that Tenant will indemnify City and save it harmless from and against any and all claims for damage to persons or property arising from or out of any occurrence of the Demised Premises not otherwise covered by insurance or due to City's overt negligence.

(c) All insurance proceeds recovered on account of damage or destruction to improvements on the Demised Premises shall be applied and disbursed as follows:

1. To pay or reimburse Tenant for all expenses incurred in connection with the adjustment or collection of such loss.
2. To pay or reimburse Tenant for all costs and expenses incurred in connection with the preparation of the aforesaid plans, specifications and estimates of cost for repairing, replacing, or restoring the damaged or destroyed Demised Premises.
3. To pay or reimburse Tenant for the costs and expenses of such work as the same progresses so that the Demised Premises shall at all times be free from liens for any labor, services, or materials, performed, furnished, or delivered in connection with such work.
4. Of the balance, if any, of the insurance proceeds, exclusive of interest, remaining after payment in full of all of the above described prior charges, Tenant shall pay to City such proportion thereof as the number of full years of the Total Lease Term of the Agreement immediately preceding the year in which such damage or destruction occurs bears to the remaining years of the Total Lease Term of this Agreement, and the balance of any such remaining proceeds shall be retained by Tenant.

(d) Tenant shall provide Landlord with copies of all invoices, bills, receipts and documentation related to the payments by Tenant of the costs and expenses associated with the repair, replacing or restoring of the Demised Premises as provided under this Article XII.

Article XIII.

13.1 Compliance with Laws.

(a) Tenant, its officers, agents, employees, and any other person over which Tenant has control, shall comply with all rules and regulations and amendments or supplements thereto governing or related to the use of the Airport or of the Demised Premises as may

from time to time be promulgated by City in the interests of health, safety, sanitation and good order which are not inconsistent with applicable rules and regulations of any Federal, State, or local governmental body having jurisdiction with respect thereto, provided the Tenant shall receive a copy of all such rules, regulations, amendments and supplements.

(b) Tenant shall comply with all laws and ordinances of Federal, State of Illinois or local governmental bodies and rules and regulations lawfully promulgated thereunder, whether or not of the type enumerated, applicable to, or affecting Tenant and its operations and activities in the Demised Premises or elsewhere at the Airport not inconsistent with the provisions of this Agreement.

Article XIV.

14.1 Assignment and Subletting.

(a) Tenant shall not, without the prior written consent of the City; (i) assign, convey, or mortgage this Agreement or any interest hereunder; (ii) suffer to occur or permit to exist any assignment of this Agreement, or any lien upon Tenant's interest, involuntarily or by operation of law; or (iii) sublet the entire Demised Premises. Any such action on the part of Tenant shall be void and of no effect. City's consent to any assignment, subletting, or transfer, or City's election to accept any assignee, subtenant, or transferee shall not release the original Tenant from any covenant or obligation under this Agreement. City's consent to any assignment, subletting, or transfer shall not constitute a waiver of City's right to withhold its consent to any future assignment, subletting or transfer.

(b) Tenant shall not without the prior written consent of the Commissioner of Aviation; (i) sublease a portion of the Demised Premises; or (ii) permit the use of the Demised Premises by any parties other than Tenant, its employees, and invitees.

(c) As a precondition to consent by City to any assignment or sublease of the Demised Premises, Tenant shall agree to pay to City a percentage of the profit derived by Tenant from such assignment or sublease. This percentage shall be determined in negotiations between the City and Tenant prior to the giving of any written consents on the part of the City. Tenant shall furnish City with a sworn statement, certified by an independent certified public accountant, setting forth in detail the computation of profit (which computation shall be based upon generally accepted accounting principles), and City, or its representatives, shall have access to the books, records, and papers of Tenants in relation thereto, and to make copies thereof. Any rent in excess of that paid by Tenant hereunder realized by reason of such assignment shall be deemed an item of such profit. If a part of the consideration for such assignment shall be payable other than in cash, the payment to City shall be payable in accordance with the agreed percentage in cash of the value of the non-cash consideration as that value is established to the satisfaction of the City. Such percentage of Tenant's profit shall be paid to City promptly by Tenant upon Tenant's receipt from time to time of periodic payments from such assignee or subtenant or at such other time as Tenant shall realize its profits from such assignment or sublease.

(d) Notwithstanding the provisions of Sections 14.1(a), (b) and (c) of this Article, Tenant shall be permitted without the prior consent of the City, and without any requirement to pay the City any additional rental payments, consideration or other compensation to assign

this Agreement, sublet the Demised Premises (or any portion thereof) or otherwise transfer its interest under this Agreement to an Illinois Partnership in which the only general partners shall be the Tenant and Dobbs Houses, Inc., a Delaware corporation (or any other totally owned subsidiary of Carson Pirie Scott & Co., a Delaware corporation); provided, that upon such assignment, subletting or transfer the Demised Premises shall only be utilized for the purposes set forth in Section 3.1 of Article III.

(e) The only activities which Tenant may conduct on or from the Demised Premises, directly or indirectly, alone or through others, are those activities authorized under the terms of this Agreement.

(f) It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto or as constituting the Tenant as the agents, representatives, or employees of the City for any purpose or in any manner whatsoever. The Tenant is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

(g) City covenants that Tenant may peaceably and quietly have, hold, and enjoy the Demised Premises during the term of this Agreement and any renewal thereof, unless such term shall be terminated sooner as provided in this Agreement or any renewal thereof.

(h) Tenant agrees to use its best efforts in recruitment or recruitment advertising to attract and hire employees who live within the City limits of the City of Chicago.

Article XV.

15.1 Equal Opportunity. Tenant agrees that in performing under this Agreement it shall neither discriminate against any worker, or applicant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin nor commit an unfair employment practice.

Tenant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Section 15.1. Tenant further agrees that this clause will be incorporated in all contracts entered into with any suppliers of materials or furnishers of services, contractors and subcontractors, and all labor organizations, which furnish skilled, unskilled, and craft union skilled labor, or which 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, Pub. L. 88-352, July 2,

1964, 78 Stat. 241 *et sub.*; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1979, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1979, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1979, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198. 7A); and the provisions of 41 C.F.R. Ch. 1/2 60, and Part 21, Regulations of the Office of the Secretary of Transportation.

To demonstrate compliance, Tenant will furnish, and will obligate its contractors and subcontractors to furnish, such reports and information as is reasonably requested by the Chicago Commission on Human Relations.

15.2 Non-Discrimination in the Use of the Demised Premises by Tenant. This Agreement involves the construction or use of or access to space on, over or under real property acquired or improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which serves the public.

Tenant, 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 (a) no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination in the use of said facilities; (b) that no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of improvements on, over, or under such land and the furnishing of services thereon; and (c) that Tenant shall use the Demised Premises in compliance with all other requirements imposed by or pursuant to regulations of the Department of Transportation.

15.3 Non-Discrimination in Furnishing Services. Tenant agrees to furnish services on a fair and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Tenant may be allowed to make reasonable and non-discriminatory discounts, rebates, and other similar types of price reductions.

15.4 Affirmative Action. Tenant 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, age, sex, or national origin, be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Tenant 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. Tenant assures that it will require that its covered suborganizations provide assurances to Tenant that they similarly will undertake an affirmative action program and that they will require assurance from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

Article XVI.

16.1 Events of Default.

(a) In the event of any of the following, City shall have the right to terminate this Agreement:

1. In the event Tenant fails to pay Base Rent, Adjusted Base Rent, Percentage Rent or Building Rental in the amounts and at the times and in the manner herein provided and such failure continues for 30 or more days after written notice thereof has been given to Tenant;
2. In the event Tenant violates any of the terms, covenants, and conditions imposed on Tenant in this Agreement, and Tenant has not cured or corrected such failure or violation within 30 days after written notice thereof has been given to Tenant, unless such failure or violation cannot be reasonably cured or corrected within said thirty (30) days where Tenant shall have commenced and shall be diligently (as reasonably determined by the Commissioner of Aviation) pursuing all action necessary to cure such failure or violation;
3. If Tenant makes an assignment for the benefit of creditors, or files a petition in bankruptcy, or is adjudged bankrupt, and such adjudication, is not stayed or vacated within 90 days thereafter or the interest of Tenant under this Agreement is levied upon and sold upon execution or by operation of law becomes vested in another person, firm or corporation because of the insolvency of Tenant; or in the event that a receiver or trustee is appointed for Tenant or the interest of Tenant under this Agreement, and such appointment has not been vacated within 90 days thereafter; or
4. In the event Tenant vacates or abandons the Demised Premises, or permits the same to remain vacant or unoccupied without prior written consent of City, or ceases to conduct at the Airport the business authorized to be conducted under this Agreement.

(b) Upon the occurrence of any one or more of the events of default herein specified, Tenant's right to possession of the Demised Premises shall terminate and Tenant shall surrender possession thereof immediately, in such event, City shall be entitled to enter upon the Demised Premises, or any part thereof, to take possession thereof with or without process of law, and to expel and remove Tenant or any other person who may be occupying the Demised Premises, or any part thereof. City may use such force in removing Tenant and said other person as may reasonably be necessary; and City may repossess itself of the Demised Premises as of its former estate. Such entry of the Demised Premises by City shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of Base Rent, Adjusted Base Rent or Percentage Rent due by virtue hereof, nor a waiver of any covenant, agreement, or promise contained in this Agreement, to be performed by Tenant. Tenant shall make no claim of any kind against City, its agents, and representatives by reason of such termination or any act incident thereto.

(c) In addition to terminating this Agreement, City may, in the event of default, sue for and recover all damages and rent accrued or accruing under this Agreement or arising out of any breach thereof.

(d) City may, if it so elects, pursue any other remedies provided by law for the breach of this Agreement or any of its terms, covenants, conditions, or stipulations. No right or remedy herein conferred upon or reserved to City or Tenant is intended to be exclusive of any other right or remedy.

(e) The acceptance of Base Rent, Adjusted Base Rent, Percentage Rent or Building Rent by City, after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express waiver in writing, shall not be deemed to be a waiver of City's right to act or of any other right hereby given City, nor shall it be deemed to be an election not to proceed under the provisions of this Agreement.

(f) The obligation of Tenant to pay Base Rent, Adjusted Base Rent, Percentage Rent or Building Rent during the balance of the term hereof shall not be deemed to be waived, released or terminated by the service of any 5 day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action or any other act or acts resulting in the termination of Tenant's right to possession of the Demised Premises. City may collect and receive any rent due from Tenant, and payment or receipt thereof shall not waive or affect any such notice, demand or suit, or in any manner whatsoever waive, affect, change, modify, or alter any rights or remedies which City may have by virtue hereof.

(g) The Tenant shall pay upon demand all City's costs, charges and expenses including the reasonable fees and out-of-pocket expenses of counsel, agents, and others retained by City incurred in enforcing the Tenant's obligations hereunder or incurred by the City in any litigation, negotiation, or transaction in which the Tenant causes the City without the City's fault to become involved or concerned.

Article XVII.

17.1 Governing Law. This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

17.2 Notices. Notices to City provided for herein shall be sent by registered or certified United States mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, 20 North Clark Street, Suite 3000, Chicago, Illinois 60602, and notices to Tenant provided for herein shall be sent by registered or certified United States mail, postage prepaid, addressed to Tenant as follows: S.A.S. Service Partner, Inc., P.O. Box 66505, O'Hare International Airport, Chicago, Illinois 60666 or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time, and such notices shall be deemed to have been given when so sent.

17.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other inference shall be implied or impressed upon such Agreement that are not set forth herein at length.

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

[Signature forms omitted for printing purposes.]

AGREEMENT OF LIMITED AGENCY WITH STATE OF ILLINOIS
APPROVED FOR PART 150 NOISE IMPACT STUDY
AT CHICAGO-O'HARE INTERNATIONAL
AIRPORT.

On motion of Alderman Evans, the City Council took up for consideration the report of the Committee on Aviation, deferred and published in the Journal of the Proceedings of December 18, 1986, pages 38304--38308, recommending that the City Council pass a proposed ordinance approving an Agreement of Limited Agency with the State of Illinois for a Part 150 Noise Impact Study at Chicago-O'Hare International Airport.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Smith, D. Davis, Mell, Bitoy, Giles, O'Connor, Natarus, Oberman, Hansen, Orbach, Volini -- 28.

Nays -- Aldermen Banks, Cullerton, Laurino, Pucinski, McLaughlin -- 5.

Alderman Beavers 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. The Mayor is authorized to execute and the City Clerk to attest and affix the seal of the City of Chicago upon an Agency and Participation Agreement between the City and the State of Illinois subject to the approval of the City Comptroller and as to form and legality by the Corporation Counsel; said Agreement to be in substantially the following form:

Agreement of Limited Agency.

Federal Assistance Airport Project.

Federal Project Number 3-17-0022-09

Illinois Project Number 87A-44-1201.

This Agreement, made and entered into by and between the Department of Transportation, Division of Aeronautics of the State of Illinois (hereinafter referred to as

"Division"), for and on behalf of the State of Illinois, party of the first part, and the City of Chicago (hereinafter referred to as "Municipality"), party of the second part.

Witnesseth:

Whereas, the Municipality has undertaken the improvement and betterment of a public air navigation facility, known as Chicago-O'Hare International Airport and pursuant thereto has sponsored various projects under the Airport and Airway Improvement Act of 1982; and

Whereas, the Municipality desired to sponsor a project for the further development of said Chicago-O'Hare International Airport to be known as Project Number 3-17-0022-09 under the Airport and Airway Improvement Program and the provisions for the Federal Airport Act and the regulations promulgated pursuant thereto; and

Whereas, the Municipality has accordingly requested Federal financial assistance in the accomplishment of Project Number 3-17-0022-09 and responsive thereto the Federal Government, through the Federal Aviation Administration, has issued to the Municipality a Grant Agreement in the sum of Six Hundred Eighty-one Thousand Two Hundred Forty-seven Dollars (\$681,247.); and

Whereas, the Municipality has appropriated certain monies for the improvement of Chicago-O'Hare International Airport; and

Whereas, the Municipality has requested the Division to act as its agent in certain matters connected with said Project Number 3-17-0022-09 pursuant to statute; and

Whereas, the parties hereto by this Agreement intend (a) to fix their respective responsibilities, with reference to each other, with reference to the accomplishment of said Project Number 3-17-0022-09 and with reference to participation by the United States, and (b) to designate the parties to accept, receipt for and disburse all funds and payment of the Federal Government and of the Municipality used or to be used in payment of the costs and expenses as shall have been incurred by the parties hereto or either of them;

Now, Therefore, for and in consideration of the benefits which will accrue to the parties hereto by virtue of this Agreement and the respective covenants herein contained, it is mutually covenanted and agreed as follows:

1. The Municipality shall be the "Sponsor" of the project above identified, except as set forth in paragraph 2 immediately hereafter following.
2. The Division shall contribute financial assistance to the extent hereinafter stated, and furnish project reporting liaison with the Federal Aviation Administration.
3. As between the Municipality, the State of Illinois and the United States, the Municipality shall be the contractual party to such construction contract or contracts as shall be entered into for the accomplishment of the project, subject only to the agency provisions hereinafter set out.

4. Plans, specifications and estimates for said project have been prepared by or at the instance of the Municipality, copies of which will be submitted to the Division of Aeronautics for review prior to the advertising for bids thereon.
5. The Municipality will provide adequate, capable and qualified Illinois Licensed resident project engineer(s) and materials testing technician(s), and will further prepare and transmit such project reports as shall be required by the Federal Aviation Administration, or the Division, including semi-final and a final inspection report on the project work (or, if more than one construction contract is involved, then on each phase of the project work which is covered by separate contract). The Municipality in its final inspection report or reports, shall certify to the Division that the work involved has been fully completed in accordance with the plans, specifications and contract, as the same shall have been modified or supplemented by change order, supplementary contract or otherwise, and that such work is accepted.
6. The Municipality hereby designates the Division, as its Agent, and the Division hereby accepts said designation to act as Agent for the Municipality.
 - (a) To exercise such direction of the project work as its personnel will permit but limited to a determination that the project is being completed in accordance with plans and specifications, provided that neither the Division nor the State shall be held responsible or be chargeable for any damage resulting from performance or attempted performance of said project work or for any other cause or reason.
 - (b) To accept, receive receipt for, and deposit with the State Treasurer any and all funds granted, allowed, and paid or made available by the United States under applicable airport development legislation and Congressional appropriations made pursuant thereto, and to disburse upon State warrant such funds in the payment of such project costs as the Division shall determine to be earned and payable.
7. The Municipality shall be a signatory party, in its own name, stead, right and behalf, to the Project Application made or to be made to the Federal Aviation Administration; to the acceptance of such Grant Offer as shall be tendered by the United States, through the Federal Aviation Administration; to such Grant Agreement as shall be executed; and all applications for Grant Payment.
8. The estimated total cost of said project is Nine Hundred Eight Thousand Three Hundred Thirty Dollars (\$908,330.); and a Grant Offer from the United States tendered in the amount of Six Hundred Eighty-one Thousand Two Hundred Forty-seven Dollars (\$227,083); and

accordingly, it is estimated that the share of the Municipality in the cost of the Project Number 3-17-0022-08 will be Five Hundred Thirty-six Thousand Seven Hundred Five Dollars (\$536,705.);

however, the Municipality specifically agrees that in any event it will pay on the project costs any amount of which the total actual project costs may and shall exceed the amount of Federal Funds granted to or allowed and paid on project costs, as the same may, with the express consent and approval of the Municipality, be supplemented, amended, changed, or modified subject, however, and only to the budgetary limitations of the Municipality.

9. The Municipality shall establish an account in which shall be deposited all funds pertaining to the project. The Municipality shall have the right to draw checks against said account, or make withdrawals therefrom, without the approval of the Division and the bank or banks in which said funds are deposited shall be under no obligation to see to the application of said funds.
10. The Municipality agrees to comply at all times with the conditions prescribed in said Section 34 of the Illinois Aeronautics Act, with respect to which the Municipality is required to satisfy the Division under the terms thereof.
11. The Airport shall be used, operated and maintained at all times by the Municipality for the use and benefit of the general public without unjust discrimination, in accordance with the covenants and assurances of the Municipality made with and to the United States.
12. The Municipality shall file with the Division such reports concerning the matters covered by this Agreement, including the use, operation and maintenance of the Airport, as the Department may require from time to time.
13. Notices, reports or other communication required by or transmitted pursuant to this Agreement, to the Division shall be directed to the attention of Director, Division of Aeronautics of the State of Illinois, One Langhorne Bond Drive, Capital Airport, Springfield, Illinois 62706 and to the Municipality shall be directed to the attention of the Commissioner of Aviation and the City Comptroller, City of Chicago, City Hall, Chicago, Illinois 60602.
14. To the extent that the Project Application or Grant Offer requires, this Agreement is made subject and subordinate to the provision thereof.
15. This contract shall be and is deemed to be one entered into pursuant to the Illinois Aeronautics Act of the State of Illinois, and shall be construed and given effect in accordance with said Act and not otherwise.

In Witness Whereof, the parties hereto have caused this Agreement to be executed and their respective seals affixed as of the dates respectively hereafter set forth.

[Signature forms omitted for printing purposes.]

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

AUTHORITY GRANTED TO AMEND CHICAGO ZONING
ORDINANCE BY RECLASSIFYING PARTICULAR
AREA SHOWN ON MAP NUMBER 1-F.

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 of December 18, 1986, page 38595, recommending that the City Council pass a proposed ordinance amending the Chicago Zoning Ordinance by reclassifying a particular area.

On motion of Alderman Langford, 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Nays -- None.

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

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

Said ordinance, as passed, reads respectively as follows (the italic heading not being a part of the ordinance):

*Reclassification Of Area Shown On Map No. 1-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 M1-5 Restricted Manufacturing District symbols and indications as shown on Map No. 1-F in the area bounded by

a line 151.49 feet north of West Grand Avenue; North Wells Street; a line 53.17 feet north of West Grand Avenue; and a line 110.20 feet west of North Wells Street,

to those of a C1-5 Commercial-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.

CHICAGO ZONING ORDINANCE 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 the Proceedings of December 18, 1986, pages 38595--38606, recommending that the City Council pass proposed ordinances amending the Chicago Zoning Ordinance by reclassifying particular areas.

On motion of Alderman Langford, 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

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-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 1-H in the area bounded by

the alley next north of West Lake Street; North Wood Street; West Lake Street; and a line 25 feet west of North Wood 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. 1-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 1-I in the area bounded by

the alley next north of and parallel to West Warren Boulevard; North Western Avenue; West Warren Boulevard; and a line 183 feet west of and parallel to North Western 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. 2-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 2-I in the area bounded by

West Polk Avenue; South Western Avenue; a line 72.65 feet south of West Polk Avenue; and the alley next west of South Western Avenue,

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. 3-L
(As Amended).*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 3-L in the area bounded by

a line 83.19 feet north of and parallel to West Rice Street; the alley next east of and parallel to North Central Avenue; West Rice Street; and North Central Avenue,

to those of a B2-2 Restricted Retail District, and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 5-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-I in the area bounded by

West Wabansia Avenue; the alley next east of North Campbell Avenue; a line 25 feet south of West Wabansia Avenue; and North Campbell Avenue,

to those of a B4-1 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 7-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 7-H in the area bounded by

West Belmont Avenue; a line 75 feet west of North Oakley Avenue; the alley next south of West Belmont Avenue; and a line 175 feet west of North Oakley Avenue,

to those of a B4-2 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. 9-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. 9-G in area bounded by

North Racine Avenue; a line 100 feet north of and parallel to West School Street; the alley next west of and parallel to North Racine Avenue; a line 44.47 feet long starting from a point 149.61 feet north of West School Street; to a point 345.29 feet southwesterly of North Racine Avenue (as measured along the east line of the Chicago, Milwaukee, St. Paul and Pacific Railroad); and Chicago, Milwaukee, St. Paul and Pacific Railroad,

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. 12-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 M2-2 General Manufacturing District symbols and indications as shown on Map No. 12-J in area bounded by

a line from a point 994 feet north of the north line of West 51st Street and 646 feet west of the west line of South Kedzie Avenue to a point 1,156 feet north of the north line of West 51st Street on the west line of South Kedzie Avenue; South Kedzie Avenue; a line 639 feet north of and parallel to the north line of West 51st Street; and a line 646 feet west of and parallel to the west line of South Kedzie Avenue,

to the designation of a B5-1 General Service District and a corresponding use district is hereby established in the area described above.

SECTION 2. Further, that the Chicago Zoning Ordinance be amended by changing all the B5-1 General Service District symbols and indications as shown on Map No. 12-J in the area bounded by

a line from a point 994 feet north of the north line of West 51st Street and 646 feet west of the west line of South Kedzie Avenue to a point 1,156 feet north of the north line of West 51st Street on the west line of South Kedzie Avenue; South Kedzie Avenue; a line 639 feet north of and parallel to the north line of West 51st Street; and a line 646 feet west of and parallel to the west line of South Kedzie Avenue,

to the designation of a Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

Business Planned Development.

Statements.

1. The total area delineated herein as a Business Planned Development is owned by the Grand Trunk Western Railroad Company, a Michigan Corporation with offices at 131 West Lafayette Boulevard, Detroit, Michigan, 48226. The applicant and contract purchaser of said premises is Jetco Properties Inc., a Delaware Corporation with offices at 5725 North East River Road, Chicago, Illinois, 60631. Jetco Properties Inc., is a wholly owned subsidiary of Jewel Companies Inc., which is a wholly owned subsidiary of American Stores Co.
2. All applicant official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees.
3. Any dedication or vacation of streets and alleys, or easements, or adjustments of right of way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees.
4. The following uses shall be permitted within the area delineated herein as Business Planned Development: grocery stores, retail drug stores, general merchandise users, restaurants, retail and service type business uses, parking and related uses (exclusive of any principal activity of permanent outdoor storage and service station uses).
5. Accessory buildings or structures may be constructed in the Business Planned Development either prior to, subsequent to or concurrently with any one or more principal buildings, subject to the approval of the Department of Planning.
6. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development, subject to the review of the Department of Streets and Sanitation and the approval of the Department of Planning. Access to the accessory structures shall be from the same location serving the general parking for the Planned Development.
7. Any service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles; there shall be no parking within such paved areas. Fire lanes, if required, shall be adequately designed and paved in compliance with the Municipal Code of Chicago to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.

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8. Business establishments shall be unrestricted in respect to maximum gross floor areas, subject only to aggregate maximum floor area ratio. The maximum floor area ratio shall be 0.30.
9. Identification signs may be permitted within the area delineated herein as Business Planned Development, subject to the review and approval of the Department of Inspectional Services and the Department of Planning.
10. The height restriction of any building or any appurtenance attached hereto shall be subject to:
 - a. height limitations as certified on Form F.A.A. 117, or successor forms involving the same subject matter, and approved by the Federal Aviation Administration; and
 - b. airport zoning regulations as established by the Department of Planning, City and Community Development, Department of Aviation, and Department of Law, as approved by the City Council.
11. The information in the tables and maps attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as Business Planned Development, and stipulates the Land use and development controls applicable to the site.

Attached hereto and incorporated herein by reference are:

- A. Property line map and right of way adjustments;
 - B. Existing zoning and preferential street system map;
 - C. Generalized Land Use Plan; and
 - D. Planned Development Use and Bulk Regulations and Data Chart.
12. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments," as promulgated by the Commissioner of Planning.

APPLICANT: Jewel Companies, Inc./Jetco Properties, Inc.

ADDRESS: 4910--4960 South Kedzie Avenue, Chicago, Illinois 60632

DATE: October 10, 1986

Business Planned Development

Use And Bulk Regulations And Data.

Net Site Area	General Description Of Land Use	F.A.R.	% Of Land Coverage
Sq. Ft. Acres			
283,800 6.52	Grocery stores, retail drug stores, general merchandise uses, restaurants, retail and service type business uses, parking and related uses*	0.30	30

*exclusively of any
principal activity of permanent
outdoor storage and
service station uses.

Gross Site Area

Net Site Area of 6.52 acres plus Public Right-of-Way of 0.40 acres = 6.91 acres.

Number of Off-Street Loading Spaces

3 @ 10 feet X 50 feet

Minimum Number of Parking Spaces

200

Periphery Setbacks at Property Lines

All Property Lines. 25 feet

Except North Property Line. 0 feet

[Business Planned Development Zoning Maps printed on
pages 39015 through 39017 of this Journal.]

Reclassification Of Area Shown On Map No. 13-M.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 13-M in the area bounded by

West Gunnison Street; a line 804.57 feet east of and parallel to North Melvina Avenue; a line 135.6 feet south of and parallel to West Gunnison Street; and a line 776.4 feet east of and parallel to North Melvina Avenue,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 19-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 B2-3 Restricted Retail District symbols and indications as shown on Map No. 19-G in the area bounded by

the alley next north of and parallel to West Jarvis Avenue; a line 100 feet west of and parallel to North Greenview Avenue; West Jarvis Avenue; and a line 175 feet west of and parallel to North Greenview Avenue,

to those of a C2-3 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. 34-E.

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-E in the area bounded by

the alley next north of and parallel to East 138th Street; a line 180 feet east of South Leyden Street (as measured along the north line of East 138th Street); East 138th Street; and a line 140 feet east of South Leyden Street (as measured along the north line of East 138th Street),

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.

AMENDMENT OF MUNICIPAL CODE CHAPTER 194A, SECTION
7.10-1, REGARDING COMMERCIAL ADVERTISING
SIGNS IN R1 SINGLE FAMILY
RESIDENCE DISTRICTS.

On motion of Alderman Langford, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of December 18, 1986, pages 38606--38607, recommending that the City Council pass a proposed ordinance amending the Municipal Code Chapter 194A, Section 7.10-1 regarding Commercial Advertising Signs in R1 Single Family Residence Districts.

On motion of Alderman Langford, 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

Said ordinance as passed reads respectively as follows:

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

SECTION 1. That Chapter 194A, "The Chicago Zoning Ordinance", Section 7.10.1, is hereby amended by the addition thereto of the following language in italics below:

7.10-1. Permitted Signs -- R1 Single Family Residence District

...

C. A "Non-illuminated Commercial Advertising Sign" is hereby defined to mean any display advertising for sale on site a product, service or property, either real or personal, having financial gain or profit as an object.

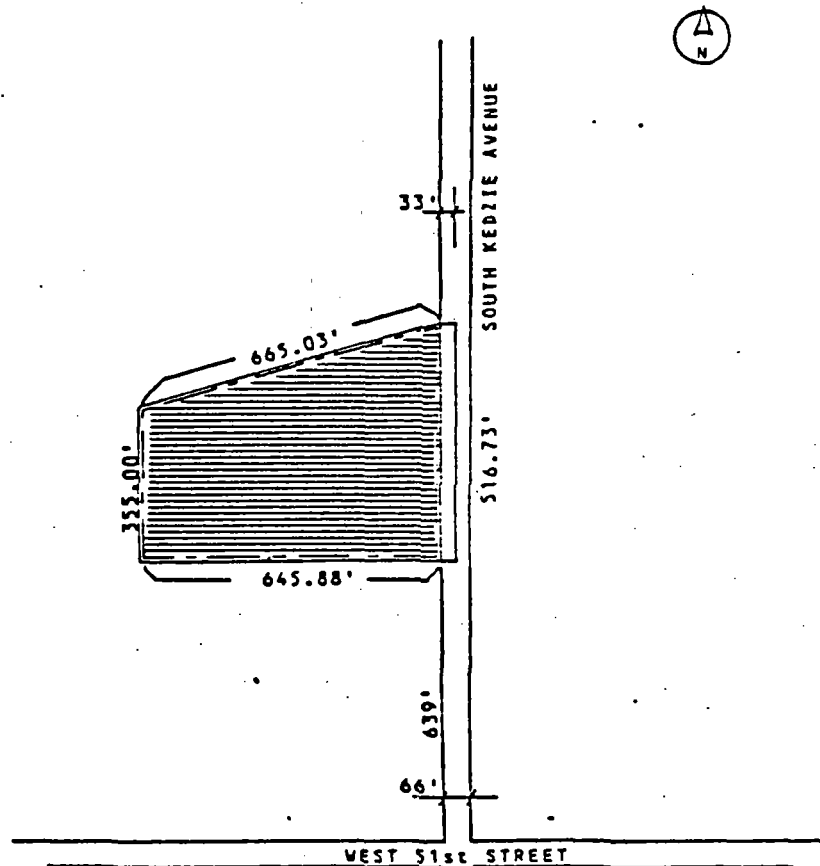
(Continued on page 39018)

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BUSINESS PLANNED DEVELOPMENT NO. _____
GENERALIZED LAND USE PLAN



LEGEND:

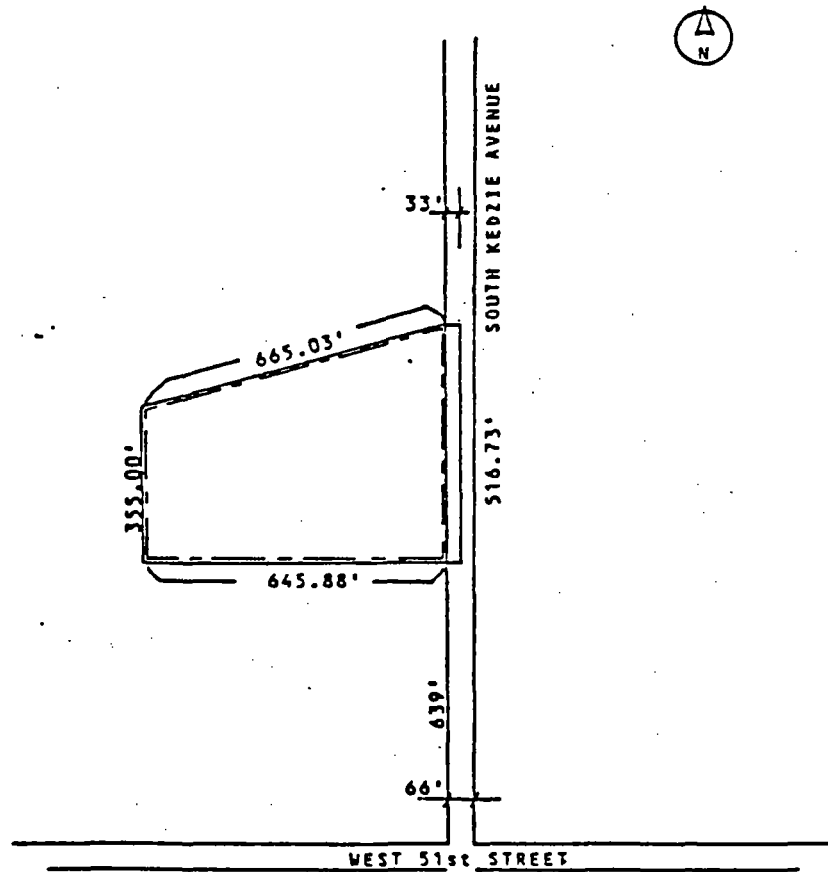
- PROPERTY LINE
- PLANNED DEVELOPMENT BOUNDARY LINE
- ===== SUPERMARKET, GENERAL MERCHANDISE USES, RETAIL AND SERVICE TYPE USES, PARKING AND RELATED USES

APPLICANT: Jewel Companies, Inc./Jetco Properties, Inc.

ADDRESS: 4910-4960 S. Kedzie Ave., Chicago, Illinois 60632

DATE: October 10, 1986

BUSINESS PLANNED DEVELOPMENT NO. _____
PROPERTY LINE MAP AND RIGHT OF WAY ADJUSTMENTS



LEGEND:

- PROPERTY LINE
— PLANNED DEVELOPMENT BOUNDARY LINE

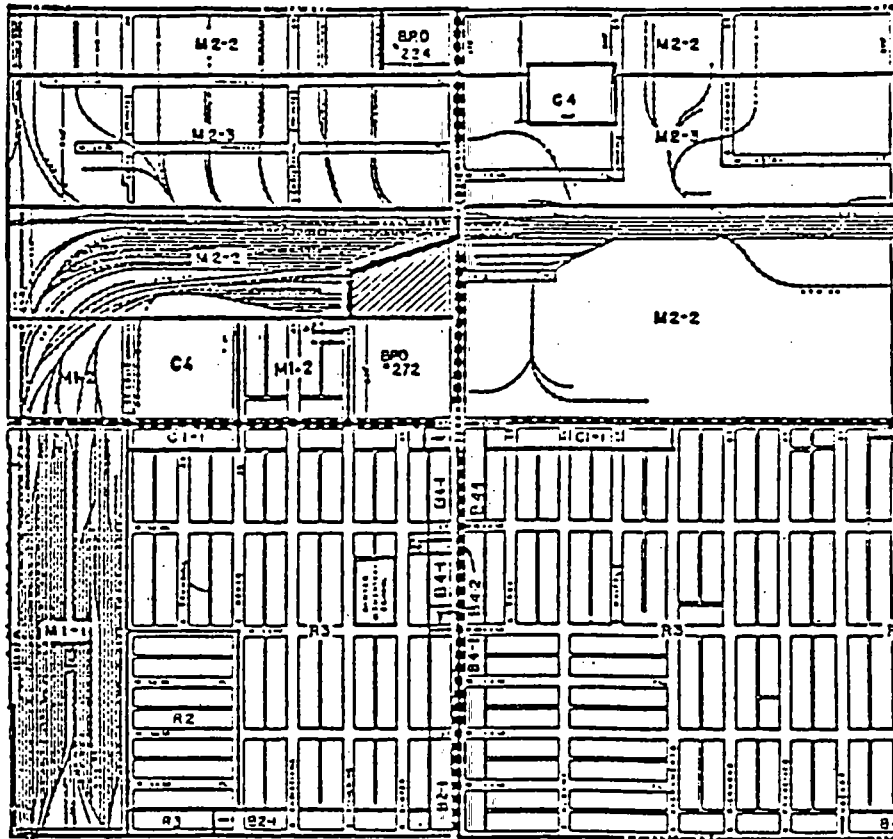
APPLICANT: Jewel Companies, Inc./Jetco Properties, Inc.
ADDRESS: 4910-4960 S. Kedzie Ave., Chicago, Illinois 60632
DATE: October 10, 1986

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39017

BUSINESS PLANNED DEVELOPMENT NO. _____
EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



LEGEND:  PLANNED DEVELOPMENT
 PREFERENTIAL STREETS
 ZONING DISTRICT BOUNDARY

APPLICANT: Jewel Companies, Inc. / Jetco Properties, Inc.
ADDRESS: 4910-4960 S. Kedzie Ave., Chicago, Illinois 60632
DATE: October 10, 1986

(Continued from page 39014)

In R1 Single-Family Residence Districts, non-illuminated commercial advertising signs shall be permitted subject to the following:

(1) Commercial advertising signs shall not exceed the dimensions of eighteen (18) inches in height by eighteen (18) inches in width, *and, if applicable, the name of a real estate company may appear on such sign, in lettering no greater than one-eighth (1/8) inch in height;*

(2) Lettering on all such commercial advertising signs shall consist of not more than two (2) colors including background; *provided, however, that for the purposes of this subsection, white is considered a color;*

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

AMENDMENT OF MUNICIPAL CODE CHAPTER 194A, SECTION
10.16-1, REGARDING PARKING REQUIREMENTS IN
MANUFACTURING DISTRICTS.

On motion of Alderman Langford, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of December 18, 1986, pages 38608--38609, recommending that the City Council pass a proposed ordinance amending the Municipal Code Chapter 194A, Section 10.16-1 concerning parking requirements in manufacturing districts.

On motion of Alderman Langford, 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

Said ordinance as passed reads respectively as follows:

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

SECTION 1. That Section 10.16-1 of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, is hereby amended by deleting therefrom subsection 10.16-1(3), in brackets as follows, and adding thereto a new subsection 10.16-1(3), in italics as follows, and a new subsection 10.16-1(15), in italics as follows:

10.16-1 Off-Street Parking -- M1-1 to M1-5 Restricted Manufacturing Districts

[(3) Banks. One parking space shall be provided for each 500 square feet of floor area in excess of 4,000 square feet.]

(3) Banks, Business or Professional Offices, and Public Administration Buildings. One parking space shall be provided for each 500 square feet of floor area in excess of 4,000 square feet.

(15) Other Uses Allowed in These Districts. Parking spaces shall be provided on the same basis as required for the most similar listed use -- as determined by the Department of Planning.

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

Failed to Pass -- AMENDMENT OF MUNICIPAL CODE CHAPTER
17 CONCERNING CREATION OF ABANDONED FACILITIES
INSPECTION UNIT AND ESTABLISHMENT OF
ENVIRONMENTAL COORDINATOR
WITHIN SAID UNIT.

On motion of Alderman Evans, the City Council took up for consideration the report of the Committee on Energy, Environmental Protection and Public Utilities deferred and published in the Journal of the Proceedings of December 10, 1986, pages 37868--37869, recommending that the City Council pass a proposed ordinance amending Chapter 17 of the Municipal Code concerning the creation of an abandoned facilities inspection unit and the establishment of an environmental coordinator with the said unit.

Alderman Evans moved to pass the said proposed ordinance.

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Langford, Streeter, Kelley, Garcia, Henry, Smith, D. Davis, Bitoy, Banks, Giles, O'Connor, Natarus, Oberman, Hansen, Orbach, Orr -- 22.

Nays -- Aldermen Burke, Kellam, Krystyniak, Hagopian, Mell, Cullerton, Laurino, Pucinski, McLaughlin -- 9.

Alderman Evans then moved for a verification of the foregoing roll call vote.

Thereupon, the clerk re-called the roll and the said proposed ordinance failed to pass by yeas and nays as follows:

Yeas -- Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Langford, Streeter, Kelley, Garcia, Henry, Smith, D. Davis, Bitoy, Giles, O'Connor, Natarus, Oberman, Hansen, Orbach, Orr -- 21.

Nays -- Aldermen Burke, Kellam, Krystyniak, Hagopian, Mell, Banks, Cullerton, Laurino, Pucinski, McLaughlin -- 10.

The following is said proposed ordinance which failed to pass:

WHEREAS, There have been recent incidents in the City of Chicago involving the accidental release of toxic chemicals; and

WHEREAS, There are abandoned plants in Chicago which contain toxic substances that may pose a threat to public health and safety; and

WHEREAS, Communication and coordination among federal, state and local agencies will enhance the ability to respond to threats to public health and safety; now, therefore,

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

SECTION 1. Chapter 17 of the Municipal Code of the City of Chicago is hereby amended by adding thereto in italics, a new section in its proper numerical sequence as follows:

17-1.53. The Department shall establish within the Division of Energy and Environmental Protection an Environmental Coordinator whose duties shall include, but not be limited to the following:

- (a) Correlating existing lists of sites handling or storing toxic substances with any list of fires maintained by the Chicago Fire Department;*
- (b) Assisting the Chicago Fire Department and other local, state and federal agencies in the coordination and dissemination of information to community residents regarding preventive and precautionary measures to avoid or minimize exposure to toxic chemicals, either in case of actual or potential danger.*
- (c) Nothing herein contained is intended nor shall operate to supersede the authority and responsibility of the Chicago Fire Department and its respective Bureaus and Divisions in their duties under any current municipal ordinance or state statute, including but not limited to Chapters 3, 12, 90, 92, 129, 129.1 of the Municipal Code of the City of Chicago, the Illinois Toxic Substance Act, the Chemical Safety Act or other relevant state or federal statutes.*

17-1.54. The Department shall establish an Abandoned Facilities Inspection Unit within the Division of Energy and Environmental Protection to identify abandoned industrial facilities, to inspect such facilities for the presence of toxic substances, and if such substances are found, to notify the appropriate federal, state and local agencies responsible for removal, cleanup and security in order to facilitate safe and timely resolution of the problem.

SECTION 2. This ordinance shall be in full force and effect from and after January 1, 1987.

MISCELLANEOUS BUSINESS.

**OFFICIAL JOURNAL OF REGULAR MEETING HELD ON
AUGUST 28, 1986 CORRECTED.**

Alderman Roti moved to *Correct* the printed Official Journal of the regular meeting held on Thursday, August 28, 1986, as follows:

Page 33374 -- by deleting the words "West Cermak Road" appearing on the twelfth line from the top of the page and inserting the words "South Halsted Street" in lieu thereof.

The motion to correct *Prevailed*.

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 Wednesday the fourteenth (14th) day of January, 1987, at 10:00 A.M., and the Recessed Session held on Friday, the sixteenth (16th) day of January, 1987, at 10:00 A.M., be and the same is hereby fixed to be held on Friday, the thirtieth (30th) day of January, 1987, 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, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Friday, January 30, 1987, at 10:00 A.M., in the Council Chamber in City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.