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COPY

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

Regular Meeting—Friday, June 5, 1987

at 10:00 A.M.

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

OFFICIAL RECORD.

HAROLD WASHINGTON
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance At Meeting.

Present -- Honorable Harold Washington, Mayor, and Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone.

Absent -- None.

Call To Order.

On Friday, June 5, 1987 at 10:10 A.M. (the hour appointed for the meeting was 10:00 A.M.) Honorable Harold Washington, Mayor, called the City Council to order. The clerk called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Langford, Streeter, Jones, J. Evans, Garcia, Henry, Gutierrez, Smith, Davis, Hagopian, Figueroa, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 38.

Quorum present.

Invocation.

The Reverend Stephen Thurston, Pastor of New Covenant Missionary Baptist Church, opened the meeting with prayer.

TRIBUTE TO LATE MR. WILBUR J. COHEN.

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

WHEREAS, Wilbur J. Cohen, 73, the architect of Medicare and other social legislation, died on May 18, 1987 while attending a symposium in Seoul, Korea; and

WHEREAS, Wilbur J. Cohen was born June 10, 1913 in Milwaukee, to a Scottish-born entrepreneur and his wife; and

WHEREAS, Wilbur J. Cohen earned a Bachelor of Science degree in Economics from the University of Wisconsin in 1934 and that same year was selected to join the staff of

President Franklin D. Roosevelts' blue ribbon Committee on Economic Security, which was subsequently responsible for drafting the Social Security Act; and

WHEREAS, Wilbur J. Cohen was the first employee of the Social Security Administration and was a career employee there for 21 years; and

WHEREAS, In 1961 Wilbur J. Cohen was appointed Assistant Secretary of Legislation for U.S. Department of Health, Education and Welfare (H.E.W.) by President John F. Kennedy; Undersecretary in 1965 by President Lyndon B. Johnson and in 1968 became Secretary of H.E.W. and a member of President Johnson's cabinet; and

WHEREAS, Wilbur J. Cohen was a professor of Social Work at the University of Michigan in Ann Arbor from 1956 to 1961 and was Dean of the University of Michigan's School of Education from 1969 to 1978 where the University is establishing a group of fellowships in his name; and

WHEREAS, Wilbur J. Cohen put his imprint on every important piece of social welfare legislation Presidents Kennedy and Johnson fielded under the New Frontier and Great Society labels including Medicare and Medicaid; and

WHEREAS, Wilbur J. Cohen was a passionate advocate on behalf of senior citizens, the disabled and the less fortunate and founded the nationwide advocacy group Save Our Security (S.O.S.) to oppose cuts in Social Security; and

WHEREAS, Wilbur J. Cohen was a professor from 1979 until his death at the University of Texas in Austin, where the L.B.J. School of Public Affairs is establishing an endowment fund for the Wilbur J. Cohen Distinguished Professorship in Health and Social Policy; and

WHEREAS, Untold millions of Chicagoans and other Americans past, present and future have Wilbur J. Cohen to thank for making their lives considerably easier and more dignified; and

WHEREAS, Wilbur J. Cohen was a dynamic teacher, innovator, government servant with the sort of mind and physical energy that could have made millions in private business or as the ultimate Washington insider-lobbyist yet chose a different goal, bringing 20th Century meaning to Thomas Jefferson's declaration "the care of human life and happiness . . . is the first and only legitimate object of good government"; and

WHEREAS, Mr. Cohen is survived by his wife Eloise; three sons, Christopher (a distinguished two term member of the Chicago City Council), Bruce (of Silver Spring, Maryland) and Stuart (of Ann Arbor, Michigan); one brother, Darwin Huxley (of Milwaukee, Wisconsin) and five grandchildren; and

WHEREAS, Wilbur J. Cohen will be greatly missed by all those who have known and loved him; now, therefore,

Be It Resolved, That the Mayor and the members of the Chicago City Council, assembled there this 5th day of June, 1987, do hereby recognize Wilbur J. Cohen for his many

outstanding contributions to this country on behalf of Social Security, education, health and social services; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to each of the members of the family of Mr. Cohen.

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

On motion of Alderman Natarus, seconded by Aldermen Stone, T. Evans, Langford and Pucinski, the foregoing proposed resolution was *Adopted* unanimously, by a rising vote.

At this point in the proceedings, Mayor Washington invited to the rostrum and introduced the son of Mr. Wilbur Cohen, former alderman of the 46th Ward, Christopher Cohen. Expressing to him the city's sorrow at his father's death, the Mayor stated that Wilbur Cohen had accomplished towering achievements, not just for the City of Chicago and State of Illinois, but for the entire nation. Calling Christopher Cohen a "worthy successor" to his father, the Mayor stated, "you walk in the footsteps of a giant but you do so with distinction and aplomb".

Christopher Cohen then thanked the Council for honoring his father and closed with an anecdote, recalling his father's service to President John F. Kennedy, which was illustrative of the difficulties inherent in crafting social legislation.

CONGRATULATIONS EXTENDED TO CHICAGO SMALL FRY BASKETBALL TEAM FOR WINNING 1987 CHICAGO SMALL FRY BASKETBALL CHAMPIONSHIP.

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

WHEREAS, The Chicago Small Fry Basketball Team is the winner of the 1987 Chicago Small Fry Basketball Championship Title; and

WHEREAS, The Chicago Small Fry Basketball Team, located at 410 West 127th Street, has also won the 1985 Chicago Small Fry Basketball Championship Title; and

WHEREAS, These victories were achieved under the leadership of Head Coach Mr. Thomas Jackson; and Assistant Coaches Mr. Earnest Johnson, Mr. John Wilson and Mr. Lonnie Hampton; and Trainer Mr. Tyrone Jackson; and

WHEREAS, The members of the Chicago Small Fry Basketball Team are: Robert Anderson, Devon Kelley, Donald Hopkins, Daryel Hayward, Javin Foremen, Robert Schaeffer, Jama Hason, Tyron Trimble, Michael Irvin, Mark Taylor, Dowanan Stewart, Larry Allaway, and Lamont Cooper; and

WHEREAS, The Chicago Small Fry Basketball Team has emerged as one of the top basketball teams in the nation; and

WHEREAS, The Chicago Small Fry Basketball Team has brought honor, pride and credit to themselves, their families, and their community; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council assembled this 5th day of June, do hereby congratulate the Chicago Small Fry Basketball Team as the winners of the 1987 Chicago Small Fry Basketball Championship Title; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Chicago Small Fry Basketball Team.

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* unanimously, by a viva voce vote.

At this point in the proceedings, Mayor Harold Washington invited Coach Thomas Jackson, Assistant Coaches Lonnie Hampton, Earnest Johnson and John Wilson, Trainer Tyrone Jackson and the Small Fry players to the rostrum. After explaining the genesis of the Chicago Small Fry team and pointing out their recent championship in the International Tournament, Coach Jackson then thanked his assistant coaches and commended the team for their success.

CONGRATULATIONS EXTENDED TO KENWOOD ACADEMY HIGH SCHOOL FOR WINNING 1987 CITY PUBLIC LEAGUE TENNIS CHAMPIONSHIP.

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

WHEREAS, The Kenwood Academy High School Boy's Tennis Team is the 1987 City Public League Tennis Championship Team; and

WHEREAS, The Kenwood Academy High School, located at 5015 South Blackstone Avenue, has won the Chicago Public League Boy's Tennis Championship Title for seven consecutive years; and

WHEREAS, These victories were achieved under the leadership of Head Coaches Mr. Glenn Levitas and Mr. Frederick Spalding; and

WHEREAS, The members of the Kenwood Academy Boy's Tennis Team are: James Hurt, Ben Austen, David Bryant, Evan Rudall, Joel Freehling, Arthur Woll, and Marvin Gladney; and

WHEREAS, Kenwood Academy High School, whose principal is Mr. Salvatora Vallina, has emerged as one of the top high school tennis teams in the city and state; and

WHEREAS, The Kenwood Academy High School has brought honor, pride and credit to themselves, their families, and their school; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council assembled this 5th day of June, do hereby congratulate the Kenwood Academy High School Boy's Tennis Team as the winners of the 1987 City Public League Boy's Tennis Championship; and

Be It Futher Resolved, That a suitable copy of this resolution be prepared and presented to the Kenwood Academy High School Boy's Tennis Team.

Alderman T. 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 T. Evans, seconded by Alderman Bloom, the foregoing proposed resolution was *Adopted* unanimously, by a viva voce vote.

At this point in the proceedings, Mayor Washington invited the principal of Kenwood Academy, Mr. Salvatora Vallina, Head Coach Mr. Frederick Spalding and the members of the boy's tennis team to the rosturm. After thanking the Council for the recognition accorded them, Coach Spalding pointed out that their current triumph marked the seventh city championship in a row that Kenwood Academy has won. Coach Spalding also observed that the previous coach, Mr. Glen Levitas, deserved credit for setting up the system and the players deserved credit for the victory they have achieved.

CONGRATULATIONS EXTENDED TO ROBERTO CLEMENTE HIGH SCHOOL VARSITY BASEBALL TEAM FOR WINNING SECOND PLACE IN 1987 CHICAGO PUBLIC LEAGUE BASEBALL TOURNAMENT.

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

WHEREAS, The Roberto Clemente High School Varsity Baseball Team has won second place in the 1987 Chicago Public League Baseball Tournament; and

WHEREAS, The Roberto Clemente High School has a conference record of 13 and 2, and has won the first place Public League title in 1974, 1979, 1981, and 1982; and

WHEREAS, Roberto Clemente High School, located at 1147 North Western Avenue, achieved these victories under the leadership of Head Coach Richard Tomoleoni, Assistant Coaches Johnny Hutson, Ed Redmond, Ricky Lozada, Jose Maldonado, and Principal Mr. Jesus M. Sosa; and

WHEREAS, The members of the Roberto Clemente High School Varsity Baseball Team are: Gilberto Morales, Daniel Rodriquez, Marco Acevedo, Norberto Rivera, Barry Garrett,

Edwardo Nodal, Clifton Garrett, Cirilio Gonzalez, Roberto Rosado, Jose Sanchez, Honorio Brito, Jesus Facundo, Noel Areizaqa, Julio Guzman, and Juan Ayala; and

WHEREAS, The Roberto Clemente High School has emerged as one of the top high school baseball teams in the city; and

WHEREAS, The Roberto Clemente High School Varsity Baseball Team has brought honor, pride, and credit to themselves, their families, and their school; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council assembled this 5th day of June, do hereby congratulate the Roberto Clemente High School Baseball Team as the second place winners in the 1987 Chicago Public League Baseball Tournament; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Roberto Clemente High School Varsity Baseball Team.

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 Aldermen Stone, Mell, Figueroa and Garcia, the foregoing proposed resolution was *Adopted*, unanimously, by a viva voce vote.

At this point in the proceedings, Mayor Harold Washington invited Alderman Gutierrez, the Principal of Roberto Clemente, Mr. Jesus M. Sosa, Head Coach Richard Tomoleoni, Assistant Coaches Johnny Hutson, Ed Redmond, Ricky Lozada and Jose Maldonado and the members of the varsity team to the rostrum.

After thanking the Council for the recognition accorded his school, Mr. Sosa noted that the team was losing only four players, each of whom would be pursuing higher education. Principal Sosa also extended his congratulations to the Public League Champions, Chicago Vocational School and wished them luck in the upcoming state tournament. Coach Tomoleoni then expressed his pride in his own players as well as in the C.V.S. team that will constitute the Chicago Public League representatives in the downstate tournament.

CONGRATULATIONS EXTENDED TO CHICAGO VOCATIONAL HIGH SCHOOL'S VARSITY BASEBALL TEAM FOR WINNING 1987 CHICAGO PUBLIC LEAGUE CITY CHAMPIONSHIP.

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

WHEREAS, The Chicago Vocational High School's Varsity Baseball Team is the winner of the Chicago Public League's Class AA City Championship for 1987 by having defeated Roberto Clemente High School on June 3, 1987 at White Sox Park with a score of 5-3; and

WHEREAS, The Chicago Vocational High School, is also the winner of the 1976 and 1980 City Public League Championships; and

WHEREAS, The Chicago Vocational High School, located at 2100 East 87th Street, home of the "Cavaliers", achieved these victories under the leadership of Principal, Dr. Roosevelt Burnett, Head Coach Thomas Haas, and Assistant Coach Andre Morgan; and

WHEREAS, The members of the Chicago Vocational High School Boy's Varsity Baseball Team are: Maurice Valenzuela, Michael Chase, William Stewart, Gregory Dean, Joseph Goings, Scott Harris, William Bates, Torrence Stennis, James Golston, Johnathan Hanks, Rudolph Adams, Andrew Hunter, Nathaniel Moore, Carl Taylor, Melvin Graves, and Ronald Ruffin, and Team Manager Greg Stephens; and

WHEREAS, The Chicago Vocational High School has emerged as the top high school in the Chicago Public League's Southeast Conference with a record of 23- 9; and

WHEREAS, The Chicago Vocational High School Boy's Varsity Baseball Team has brought honor, pride, and credit to themselves, their families, and their school; now, therefore,

Be It Resolved, That the Mayor and the members of the Chicago City Council assembled this 5th day of June, 1987, do hereby congratulate the Chicago Vocational High School Boy's Varsity Baseball Team as the winners of the Chicago Public League's Class AA City Championship for 1987; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Chicago Vocational High School Baseball Team.

Alderman Caldwell 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 Caldwell, the foregoing proposed resolution was *Adopted* unanimously, by a viva voce vote.

At this point in the proceedings, Mayor Washington invited the Principal of Chicago Vocational, Dr. Roosevelt Burnett, Head Coach Thomas Haas, Assistant Coach Andre Morgan and the members of the "Cavaliers" baseball team to the rostrum.

Both Dr. Burnett and Coach Haas thanked the Mayor and City Council for the recognition accorded them.

Mayor Washington then introduced C.V.S. runner Mr. Aaron Rogers, 800 meter champion of the State of Illinois for 1987, who was warmly applauded.

CONGRATULATIONS EXTENDED TO MR. MICHAEL COLETTA ON HIS RETIREMENT AS SERGEANT-AT-ARMS OF CITY COUNCIL.

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

WHEREAS, Michael J. Coletta, a dedicated city employee for many years, will be retiring on June 5, 1987 as the Sergeant-At-Arms of the Chicago City Council; and

WHEREAS, Mr. Coletta has served four and one-half years in the armed forces as a Reconnaissance Sergeant and a Tank Commander for the Third Armored Division; and

WHEREAS, He was wounded in the Battle of the Bulge and received the Purple Heart and a Bronze Star for Bravery in the line of duty; and

WHEREAS, Upon returning home, Michael Coletta was hired by the City of Chicago and has served as Sergeant-At-Arms of the City Council for more than 38 years; and

WHEREAS, Mr. Coletta has performed his duties in an exemplary and effective manner for five different mayors and nine different councils; and

WHEREAS, During his long career, Mr. Coletta has earned the respect of the City Council members, and has escorted many famous people into the Council Chambers over the years; and

WHEREAS, Upon his retirement at the age of 72, Michael Coletta will be greatly missed by all those who have known and worked with him; now, therefore,

Be It Resolved, That the Mayor and the members of the Chicago City Council, assembled here this 5th day of June, 1987, do hereby recognize and thank Michael J. Coletta for his many years of dedicated service to the City of Chicago and the Chicago City Council; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Michael Coletta and his family.

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

Alderman Burke then presented the following amendment to the proposed resolution:

Motion To Amend.

Be It Further Resolved, That the privilege of the floor be extended to Michael Coletta and that he be accorded the permanent honorary title of Sergeant-At- Arms-Emeritus.

On motion of Alderman Burke, the foregoing amendment was *Adopted* by a viva voce vote.

Thereupon, on motion of Alderman Sawyer, seconded by Aldermen Natarus, Laurino, Kotlarz, Stone, Mell, Smith, Banks, Eisendrath, Henry, Roti, Gutierrez, Langford, Osterman, Jones, Caldwell, J. Evans, Beavers, O'Connor, Tillman, T. Evans, Shaw, Pucinski, Garcia,

Carter, Davis, Burke, Gabinski, Hansen, Austin, Schulter, Vrdolyak, Huels and Fary, the foregoing proposed resolution was *Adopted, as amended,* by a viva voce vote.

Mayor Washington then added his sentiments to those previously expressed by the aldermen, calling Mr. Coletta a humble yet iron-fisted individual, a demeanor the Mayor observed was essential in serving a body of fifty individuals, each of whom wish to speak at the same time. Mayor Washington then presented Sergeant-At- Arms Coletta with a gift--a gift the Mayor called a simple gesture "because your years of service warrant so much more." Stating that the gift represented the love and affection of not just the Council but of all Chicago's residents, the Mayor concluded by stating: " . . . God Bless You, we're always here--thank you."

Alderman Burke then moved to *Suspend the Rules Temporarily* to permit the Sergeant-At-Arms to address the body.

The motion *Prevailed* by a viva voce vote.

Sergeant-At-Arms Michael J. Coletta opened his remarks by stating that his family was his first love, followed closely by his city and his job. Acknowledging that his career was his life, Mr. Coletta also noted that after thirty-eight years of ensuring each and every alderman was well served, he was taking his leave with mixed emotions.

Introducing his secretaries, Ms. Marion Harris and Ms. Helen Rybarczyk, Mr. Coletta held that "they did all the work and I took all the bows." The Sergeant-At- Arms further observed that any office is unable to function without the assistance of others and conveyed his thanks to those who through the years had lent his office their assistance.

Mr. Coletta wished his successor luck and expressed the hope that he too would one day be speaking from the well of the chamber about the distinguished aldermen he had served with. The Sergeant-At-Arms then made one request of the body-- that he be granted the opportunity to personally approach each alderman and bid them farewell--and closed with the words: "May God Bless and Keep You."

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 27, SECTION 27-430 CONCERNING EMERGENCY AND EXPERIMENTAL TRAFFIC REGULATIONS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 5, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance amending Chapter 27, Section 27-430 of the Municipal Code of Chicago regarding emergency and experimental traffic regulations.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 192, SECTION 192-10.1A, SUBSECTIONS (c) AND (i) CONCERNING PUBLIC MORALS.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Police, Fire and Municipal Institutions:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 5, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Superintendent of Police, I transmit herewith an ordinance making a technical correction to Chapter 192, Section 192-10.1A (c) (i).

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- PROJECT AGREEMENT WITH STATE OF ILLINOIS FOR MODERNIZATION OF TRAFFIC SIGNALS AT VARIOUS LOCATIONS ASSOCIATED WITH 1986 INTERMITTENT RESURFACING PROGRAM.

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

June 5, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith a proposed ordinance for a project agreement with the State of Illinois for the modernization of traffic signals at various locations associated with the 1986 Intermittent Resurfacing Program. The funds are provided by the Federal-Aid Urban Program with the federal government providing $751,800 and the State providing the entire local share of $248,200 for a total project cost of $1 million.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- BOUNDARY MODIFICATION AND CONTINUANCE OF TAX LEVY FOR SPECIAL SERVICE AREA NUMBER 6.

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

June 5, 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 and continuing the tax levy for a period of six years for Special Service Area Number 6, located on the northwest side of Chicago.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 26.3, SECTION 26.3-4 CONCERNING CAMPAIGN FINANCES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 5, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Board of Ethics and Corporation Counsel, I transmit herewith an ordinance amending Chapter 26.3 of the Municipal Code of Chicago regarding reporting of campaign finances.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- ISSUANCE OF FINAL LOAN COMMITMENTS FOR TWO PROJECTS UNDER MULTI-FAMILY HOUSING REHABILITATION PROGRAM.

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

June 5, 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 making of two (2) multi-family rehabilitation loans pursuant to the provisions of the Department of Housing and Urban Development Rental Rehabilitation Program and the Community Development Block Grant Program.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- ISSUANCE OF FINAL LOAN COMMITMENTS FOR SIX PROJECTS UNDER MULTI-FAMILY HOUSING REHABILITATION PROGRAM.

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

June 5, 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 making of six (6) multi-family rehabilitation loans pursuant to the provisions of the Department of Housing and Urban Development Rental Rehabilitation Program and the Community Development Block Grant Program.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 27, SECTIONS 27-200 AND 27-327 CONCERNING USE OF PARKING METERS DURING HOLIDAYS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 5, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Streets and Sanitation, I transmit herewith an ordinance amending Chapter 27 of the Municipal Code of Chicago to clarify the parking meter holidays.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR ILLINOIS ARMY NATIONAL GUARD HELICOPTER LANDING SITE ON GROUNDS OF MUSEUM OF SCIENCE AND INDUSTRY.

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

June 5, 1987.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance authorizing the landing or take-off of helicopters from a landing site on the grounds of the Museum of Science and Industry.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 25, SECTION 25-10 CONCERNING REVISION OF DATE ON WHICH CITY GRANTS MEMORIAL DAY HOLIDAY TO EMPLOYEES WHO ARE MILITARY VETERANS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 5, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Personnel, I transmit herewith an ordinance to amend Chapter 25, Section 25-10 of the Municipal Code of Chicago to revise the date on which the City grants the Memorial Day holiday to its employees who are military veterans.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- FIFTY CENT SERVICE CHARGE IMPOSED ON PURCHASE OF EACH SET OF ELEVEN "TASTE OF CHICAGO" COUPONS.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Special Events and Cultural Affairs:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 5, 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 Cultural Affairs, I transmit herewith an ordinance authorizing a service charge in the amount of fifty cents on the sale of each set of eleven tickets redeemable for food and beverages at the event known as "Taste of Chicago".

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTERS 194A AND 194C CONCERNING CHICAGO ZONING ORDINANCE.

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

June 5, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Corporation Counsel, I transmit herewith an ordinance amending Chapter 194A of the Municipal Code of Chicago, the Zoning Code, with respect to adult uses and making technical corrections to Chapter 194C, Adult Uses.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- SALE OF PARCEL 1 IN COMMERCIAL DISTRICT PROJECT LINCOLN-LAWRENCE-WESTERN TO LAWLIN ASSOCIATES.

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

June 5, 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 Parcel 1 in Commercial District Project Lincoln-Lawrence- Western to Lawlin Associates.

Also enclosed are certified copies of the resolution adopted by the Commercial District Development Commission at a meeting on April 2, 1987, 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 -- ACQUISITION OF ADDITIONAL PROPERTY FOR SOUTHWEST TRANSIT PROJECT.

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

June 5, 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 Public Works, I transmit herewith an ordinance authorizing the acquisition of additional property necessary for the Southwest Transit Project.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 26.2, SECTIONS 26.2-1(h); 26.2-8(c); 26.2-15(a); 26.2-16(g); 26.2-45; 26.2-46; 26.2-47 AND 26.2-48 REGARDING GOVERNMENTAL ETHICS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 5, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Board of Ethics and Corporation Counsel, I transmit herewith five (5) ordinances amending Chapter 26.2 of the Municipal Code of Chicago regarding governmental ethics.

Your favorable consideration of these ordinances will be appreciated.

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

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

The 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 -- REPORTS AND DOCUMENTS OF COMMONWEALTH EDISON COMPANY.

The following communication from Mr. William J. Gouwens, Assistant Secretary, Commonwealth Edison Company, addressed to the City Clerk under date of June 1, 1987, which reads as follows:

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

Statement for bills issued in June, 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 March, 1987.

Conservation Program Clause, relating to the Rider No. 21, for the month May, 1987.

Conservation Program Clause, relating to the Rider No. 21, for the month June, 1987.

Quarterly report for the period ended March 31, 1987 for the Conservation Program Clause, relating to the Rider No. 21.

Commonwealth Edison Company's Current Report on Form 8-K for May 19, 1987, as filed with the Securities and Exchange Commission.

Commonwealth Edison Company Report to Stockholders for three months ended March 31, 1987, dated May 1, 1987.

Commonwealth Edison Company Quarterly Report to Securities and Exchange Commission (Form 10-Q) as of March 31, 1987)."

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

Also, 20 communications from Mr. Ralph C. Wehner, District Engineer, under date of May 19, 1987, announcing that the Department of Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on April 1, 1987 involving expenditures of Motor Fuel Tax Funds, as follows:

Allocation of Motor Fuel Tax Funds authorized for repair to pavements in improved streets, County or State highways during Year 1987;

Allocation of Motor Fuel Tax Funds authorized for repairs to curbs and gutters in improved streets, County or State highways during Year 1987;

Expenditure of Motor Fuel Tax Funds authorized for street cleaning maintenance of improved streets, County highways and State highways during Year 1987;

Expenditure of Motor Fuel Tax Funds authorized for snow and ice control maintenance of improved streets, County highways and State highways during Year 1987;

Expenditure of Motor Fuel Tax Funds authorized for street light energy costs of improved streets, County highways and State highways during Year 1987;

Allocation of Motor Fuel Tax Funds authorized for New Alley Construction 1987-1, Motor Fuel Tax Project No. U-7010-00-PV;

Allocation of Motor Fuel Tax Funds authorized for New Alley Construction 1987-2, Motor Fuel Tax Project No. U-7011-00-PV;

Allocation of Motor Fuel Tax Funds authorized for New Alley Construction 1987-3, Motor Fuel Tax Project No. U-7012-00-PV;

Allocation of Motor Fuel Tax Funds authorized for New Alley Construction 1987-4 Motor Fuel Tax Project No. U-7013-00-PV;

Allocation of Motor Fuel Tax Funds authorized for New Alley Construction 1987-5, Motor Fuel Tax Project No. U-7014-00-PV;

Allocation of Motor Fuel Tax Funds authorized for New Alley Construction 1987-6, Motor Fuel Tax Project No. U-7015-00-PV;

Allocation of Motor Fuel Tax Funds authorized for New Alley Construction 1987-7, Motor Fuel Tax Project No. U-7016-00-PV;

Allocation of Motor Fuel Tax Funds authorized for New Alley Construction 1987-8, Motor Fuel Tax Project No. U-7017-00-PV;

Allocation of Motor Fuel Tax Funds authorized for New Alley Construction 1987-9, Motor Fuel Tax Project No. U-7018-00-PV;

Amendment of ordinance providing for expenditure of Motor Fuel Tax Funds for construction and engineering authorized for Street Reconstruction, 85- B6008-00-PV;

Amendment of ordinance providing for expenditure of Motor Fuel Tax Funds for construction and engineering authorized for Street Reconstruction, 86- B6010-00-PV;

Allocation of Motor Fuel Tax Funds authorized for New Street Construction 1987-2, Motor Fuel Tax Project No. 87-06961-00-PV;

Allocation of Motor Fuel Tax Fund authorized for New Street Construction 1987-3, Motor Fuel Tax Project No. 87-06962-00-PV;

Allocation of Motor Fuel Tax Funds authorized for New Street Construction 1987-4, Motor Fuel Tax Project No. 87-06963-00-PV;

Allocation of Motor Fuel Tax Fund authorized for New Street Construction 1987-5, Motor Fuel Tax Project No. 87-06964-00-PV.

Placed On File -- REPORTS FROM CITY TREASURER CONCERNING FINANCIAL EXAMINATIONS OF VARIOUS CITY FUNDS.

Also, a communication from the Honorable Cecil A. Partee, City Treasurer, transmitting the following reports, which were *Placed on File:*

City of Chicago, Cecil A. Partee, City Treasurer, Report on Examination as of the close of business, June 30, 1986;

City of Chicago, Cecil A. Partee, City Treasurer, condensed Report on Examination; and

Cecil A. Partee, Ex-Officio Treasurer of the Employees' Pension Funds of the City of Chicago, Report on Examination.

Placed On File -- EIGHTH REPORT OF CHICAGO SCHOOL FINANCE AUTHORITY.

Also, the Eighth Report of the Chicago School Finance Authority, submitted by Mr. Jerome W. Van Gorkom, Chairman, which was *Placed on File.*

Placed On File -- NOTIFICATION OF ABATEMENT AND REDUCTION OF REAL PROPERTY TAXES LEVIED FOR YEAR 1986.

Also, filed in the Office of the City Clerk by the City Comptroller, notification of abatement and reduction of Real Property Taxes for the Year 1986, with regard to certain Chicago Vehicle Fuel Tax Funds collected by City, and also a receipt showing filing with the County Clerk of Cook, which was *Placed on File.*

Placed On File -- ANNUAL REPORT OF POLICEMEN'S ANNUITY AND BENEFIT FUND.

Also, the Annual Actuarial Statement of the Policemen's Annuity and Benefit Fund of Chicago, submitted by Mr. Richard J. Jones, Executive Director, as prepared by Mr. Donald F. Campbell, Actuary, and the Annual Report for the Year 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 May 20, 1987, 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 June 2, 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 May 20, 1987, published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947.

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

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:

Anthony Angio--to classify as a C1-1 Restricted Commercial District instead of a B4-2 Restricted Service District the area shown on Map No. 2-G bounded by

the alley next north of and parallel to West Taylor Street, a line fifty (50) feet east of and parallel to the east line of South Loomis Street, West Taylor Street and South Loomis Street;

Ashland Avenue Partnership--to classify as a B5-2 General Service District instead of an M3-3 Heavy Manufacturing District the area shown on Map No. 10- G bounded by

West 43rd Street; a line 181.08 feet east of and parallel to South Ashland Avenue; a line along an arc of 71.05 feet with a radius of 248.00 feet beginning at a point 29.59 feet south of West 43rd Street and 181.08 feet east of South Ashland Avenue to a point 89.60 feet south of West 43rd Street and 143.52 feet east of South Ashland Avenue; a line 6.08 feet long beginning at a point 89.60 feet south of West 43rd Street and 143.52 feet east of South Ashland Avenue to a point 95.11 feet south of West 43rd Street and 141.08 feet east of South Ashland Avenue; a line along an arc of 54.68 feet with a radius of 188.44 feet beginning at a point 95.11 feet south of West 43rd Street and 141.08 feet east of South Ashland Avenue to a point 147.60 feet south of West 43rd Street and 126.50 feet east of South Ashland Avenue; a line 126.50 feet east of and parallel to South Ashland Avenue; a line 403.40 feet south of and parallel to West 43rd Street; South Ashland Avenue;

Carmelo Blacconeri--to classify as an R4 General Residence Disrict instead of an R3 General Residence District the area shown on Map No. 11-L bounded by

the alley next north of and parallel to West Windsor Avenue; a line 255.5 feet west of and parallel to North Long Avenue; West Windsor Avenue; a line 300 feet west of and parallel to North Long Avenue;

B.R.P.S./Chestnut Venture--to classify as a Cl-2 Restricted Commercial District instead of an R4 General Residence District the area shown on Map No. 3-F bounded by

a line 67.35 feet north of and parallel to West Chestnut Street if extended; a line 130.18 feet east of and parallel to North Sedgwick Street; a line 109.04 feet north of and parallel to West Chestnut Street; the alley next west of and parallel to North Orleans Street; the alley next south of and parallel to West Chestnut Street; a line 130.09 feet east of and parallel to North Sedgwick Street; a line 24.12 feet south of and parallel to the alley if extended that is south of and parallel to West Chestnut Street; and North Sedgwick Street;

Joseph Caldwell--to classify as a Cl-1 Restricted Commercial District instead of a B4-2 Restricted Service District the area shown on Map No. 20-D bounded by

a line 150 feet north of and parallel to East 85th Street; the alley next east of and parallel to South Cottage Grove Avenue; East 85th Street; and South Cottage Grove Avenue;

Jetco Properties, Inc.--to classify as a Business Planned Development instead of a B5-2 General Service District the area shown on Map No. 22-H bounded by

West 94th Street; South Ashland Avenue; West 95th Street; and the westerly right-of-way line of the Penn Central Railroad (now vacant);

Morgan Park Community Holiness Church--to classify as an R3 General Residence District instead of an Ml-1 Restricted Manufacturing District the area shown on Map No. 26-G bounded by

West 107th Street; a line 98 feet 7 1/2 inches east of and parallel to South Loomis Street; the alley next south of and parallel to West 107th Street; and South Loomis Street;

Jerald I. Much and John D. Terzakis--to classify as a B4-3 Restricted Service District instead of an R5 General Residence District the area shown on Map No. 10-D bounded by

a line 230.08 feet long starting at a point 208.59 feet north of East 47th Street (as measured along the east line of South Lake Park Avenue) to a point 296.28 feet north of East 47th Street (as measured along the west line of the Illinois Central Railroad); the Illinois Central Railroad; East 47th Street; and South Lake Park Avenue;

Pontarelli Builders & Realtors, Inc.--to classify as a B4-2 Restricted Service District instead of a B4-1 Restricted Service District the area shown on Map 9-N bounded by

a line 69.02 feet north of and parallel to West Dakin Street; North Narragansett Avenue; West Dakin Street; a line 150.15 feet west of and parallel to North Narragansett Avenue;

Pontarelli Builders & Realtors, Inc.--to classify as a B4-2 Restricted Service District instead of an R4 General Residence District the area shown on Map No. 11-M bounded by

the alley next north of and parallel to West Montrose Avenue; North Mobile Avenue; West Montrose Avenue; a line 187.20 feet west of and parallel to North Mobile Avenue;

Marek Pulawski--to classify as an R4 General Residence District instead of an R2 Single Family Residence District the area shown on Map No. 9-N bounded by

a line 145.73 feet south of and parallel to West School Street; the alley next east of and parallel to North Nagle Avenue; a line 229.06 feet south of and parallel to West School Street; North Nagle Avenue;

William Sircher--to classify as a C2-1 General Commercial District instead of a B2-1 Restricted Retail District the area shown on Map No. 12-K bounded by

a line 173.8 feet south of and parallel to West 48th Street; the alley next east of and parallel to South Cicero Avenue; a line 523.83 feet south of and parallel to West 48th Street; South Cicero 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:

Adalberto Noguera, Aetna Life Cas. Co. and Luis Garcia, Allstate Ins. Co. (2) Maria Fronek and O. C. Robinson, Ambriz Enrique, American Family Ins. Group and Sharon Farkas;

Bates Seana, Bertha Chauncey L., Blakey Harry, Bohorquez Maria del Valle, Bolds Laurence, Boykin Laura, Briatta C., Browning Ferris Industries, Buffo James M., Burrell George and Annie;

Cannon Brenda A., Chicago Acceptance Corp., Chorkawciw Eugene A., Conway Thomas P., Corby Robert, Corey Joan (Randall E. Smith), Correa Manuel, Craig Peggy A.;

Daneshgari Khosrow, Dickson Ernest and Carryola, Doody William, Dozier Delores;

Hayes Bernice, Haywood Willie J., Hodges Bertrice, Hyde Park Coop. Society, Inc.;

Ichile Gladys M., Izguierdo Mario F., Jacksack James C., Juarez Alex;

Kelley David P., Kent Wilton, Kenwood Oakland Comm. Organ., Krebs Joan;

Laminite Plastics Corp. of Chgo., Lassandrello Arlene E., Lathan Steven, Layton Linwood, Leavitt Joseph, Lenart Richard R., Lichtman Gary L., Lindsey David B.;

Maldonado Raul, Maryland Cas. Co. and Ellen O'Brien, McCune Deborah A., Mulholland Sue, Murray Jennifer M.;

National Ben Franklin Ins. Co. and Kenneth and Cynthia LaBarge;

O'Connor Bryant, Owens Edward;

Padro Benjamin, Pakledinaz John, Pan Chyi, Photoforms Inc., Piral Hilda, Ponsetto Josephine, Porter Gregory, Pruitt L. C.;

Rodriquez Regla, Rogel Agustin;

Salman Maruf S., Schuett Thomas, S.G.C. Construction Co., Shanks Eunice, Sibley Mary, Simon Electrical Contractors Inc., Smith Rebecca E.;

Taylor Joan, Thomas Inez, Tomaszewski Mitchell;

Ventre Frank, V.I.P. Tire Corp.;

Weisberg Ronald, Williams Audrey M., Wordlaw Charles, Wu Jeanine C. M.;

Zavala Juan P., Zenozola Mike, Ziemek Patricia A., Zuniga Alberto.

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 May 28, 1987) addressed to the City Council (signed by Mr. Michael J. Lyons, Chief Assistant Corporation Counsel) as to suits against the City of Chicago in which settlements were made and judgments entered as of the period ended April, 1987, which were *Referred to the Committee on Finance.*

Referred -- REQUEST FOR PERMISSION TO SOLICIT DONATIONS FOR DOLLARS AGAINST DIABETES CAMPAIGN.

Also, a communication from Mr. Charles E. Gould, Carpenters Local Union No. 80 financial secretary, transmitting a request for permission to solicit donations at specified locations for the Dollars Against Diabetes Campaign on June 20, 1987, which was *Referred to the Committee on Finance.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

APPROVAL OF REAL PROPERTY AT 1150 WEST 40TH STREET AS APPROPRIATE FOR INCENTIVE ABATEMENT UNDER CLASS 6(b) OF COOK COUNTY REAL PROPERTY ASSESSMENT CLASSIFICATION ORDINANCE.

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

WHEREAS, The County of Cook amended its Real Property Assessment Class Ordinance, effective October 1, 1984; and

WHEREAS, By virtue of this amendment, a new class known as 6(b) was added to said ordinance for incentive abatement purposes; and

WHEREAS, Class 6(b) of this ordinance requires that the municipality in which such real property estate, proposed for Class 6(b) designation, is located by lawful resolution approve such real estate to be appropriate for incentive abatement; and

WHEREAS, Substantial rehabilitation has been proposed for the real estate located at 1150 W. 40th Street, Chicago, Illinois; and

WHEREAS, The building located at the 1140 W. 40th Street site has been used for a steel fabricating plant and with the proposed substantial rehabilitation and new addition to the existing building will qualify; and

WHEREAS, The City Council of the City of Chicago is desirous of assisting industrial development throughout the City of Chicago; now, therefore,

Be It Resolved, That the real estate located at 1140 W. 40th Street is hereby approved as appropriate for incentive abatement under Class 6(b) of the Cook County Real Property Assessment Classification Ordinance that had become effective October 1, 1984; and

Be It Further Resolved, That this resolution shall be effective immediately after passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

EXECUTION OF MEMORANDUM OF INTENT WITH NORTHWEST AIRLINES, INCORPORATED FOR CAPITAL IMPROVEMENTS AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a Memorandum of Intent with Northwest Airlines, Incorporated for the issuance of City of Chicago Special Facility Revenue Bonds for capital improvements at Chicago-O'Hare International Airport.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII of the 1970 Constitution of the State of Illinois (the "Constitution") having a population in excess of 25,000, and is a home rule unit under Section 6(a), Article VII of the Constitution; and

WHEREAS, The City currently owns and operates an airport known as Chicago-O'Hare International Airport (the "Airport"); and

WHEREAS, The City, as a home rule unit and pursuant to the Constitution, is authorized and empowered to issue its revenue bonds to finance the costs of the design, construction, reconstruction, improvement, equipping and modernization of facilities at the Airport; and

WHEREAS, The City is in the process of planning, designing and implementing a major redevelopment of the Airport, and as part of such redevelopment the City and Northwest Airlines, Inc. (the "Airline") entered into an Airport Use Agreement and Terminal Facilities Lease, dated as of February 1, 1983, as amended (the "Airport Use Agreement"); and

WHEREAS, The Airline has requested the City to issue special facility revenue bonds for the purpose, among others, of financing costs relating to the design, reconstruction, improvement and modernization of Terminal 2 and Concourse E at the Airport (the "Terminal Project"), and, in addition, of financing costs relating to the design, construction and equipping of a new cargo facility at the Airport for the use of the Airline (the "Cargo Facility Project"); and

WHEREAS, The anticipated aggregate cost of financing the Terminal Project and the Cargo Facility Project is not expected to exceed $36,000,000; and

WHEREAS, There has been presented to this meeting a form of Memorandum of Intent pursuant to which the City agrees to issue special facility revenue bonds in order to finance the cost of the Terminal Project and the Cargo Facility Project; now, therefore,

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

SECTION 1. The Mayor of the City is hereby authorized to execute a Memorandum of Intent with the Airline in substantially the form attached hereto, and said Memorandum of Intent is hereby approved.

SECTION 2. The Mayor of the City is hereby authorized to take such further action as is necessary to carry out the intent and purpose of this ordinance and such Memorandum of Intent as executed.

SECTION 3. In adopting this ordinance, the City Council intends to take "official action," within the meaning of Section 1.103-8(a)(5) of the Internal Revenue Service regulations pertaining to private activity bonds, toward the issuance of the special facility revenue bonds of the City referred to in this ordinance and the Memorandum of Intent.

SECTION 4. This ordinance shall be effective upon its passage.

Memorandum of Intent attached to this ordinance reads as follows:

Memorandum Of Intent.

This Memorandum of Intent is between the City of Chicago, Illinois (the "City"), and Northwest Airlines, Inc. (the "Airline").

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

(a) The City is authorized to issue its special facility revenue bonds to finance the cost of design, construction, reconstruction, improvement, equipping and modernization of facilities at Chicago-O'Hare International Airport (the "Airport").

(b) The Airline desires to design, construct, reconstruct and equip certain facilities at the Airport consisting of the modernization of Terminal 2 and Concourse E and the development of a new cargo facility for the use of the Airline (the "Projects"), which Projects are expected to cost not in excess of $36,000,000. The Airline has requested the City to assist the Airline in financing the cost of the Projects (including reimbursement of costs incurred prior to the issuance of the bonds) by issuing its special facility revenue bonds.

(c) The proposed financing will constitute a public purpose pursuant to Section 1(a), Article VIII of the 1970 Constitution of the State of Illinois.

(d) The revenue bonds of the City shall be limited obligations of the City payable solely out of the revenues derived by the City from the financing agreement referred to below. No holder of any such bonds shall have the right to compel any exercise of the taxing power of the City or any political subdivision of the State of Illinois, and such bonds shall not constitute an indebtedness or a loan of credit of the City. It is the expectation of the Airline that interest on the bonds will be exempt from Federal income taxation under Section 103 of the Internal Revenue Code of 1986 (the "Code").

(e) Subject to due compliance with all requirements of law, by virtue of such authority as may now or hereafter be conferred on the City, and subject to receipt of adequate assurance from the Airline that there are one or more purchasers for the bonds, the City intends to issue and sell its revenue bonds in an amount of not exceeding $36,000,000 to pay the cost of the Projects.

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

(a) To authorize the issuance and sale of the bonds pursuant to its lawful and constitutional authority.

(b) To enter into a financing agreement with the Airline whereby the Airline will pay to, or on behalf of, the City such sums as shall be sufficient to pay the principal of and interest and redemption premium, if any, on the bonds as and when the same shall become due and payable.

3. Approvals. The intention of the City to proceed is subject to approval by it and by its attorneys of all appropriate documents, and to satisfaction of the requirements of State and Federal law.

4. Undertakings on the part of the Airline. Subject to the conditions above stated, the Airline agrees as follows:

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

(b) That contemporaneously with the delivery of the bonds it will enter into agreements with the City under the terms of which the Airline will obligate itself to pay to, or on behalf of, the City sums sufficient in the aggregate to pay the principal of and interest and redemption premium, if any, on the bonds as and when the same shall become due and payable.

5. General Provisions. All commitments of the City under paragraph 2 hereof and of the Airline under paragraph 4 hereof are subject to the condition that on or before 365 days from the date hereof (or such other date as shall be mutually satisfactory to the City and the Airline), the City and the Airline shall have agreed to mutually acceptable terms and conditions of the agreements referred to in paragraphs 2 and 4 and of the bonds and other instruments or proceedings relating to the bonds. In the event that the City and the Airline do not agree to such mutually acceptable terms and conditions, or in the event that bonds are not issued hereunder, neither party shall be bound or obligated to perform any action under the terms of this Memorandum of Intent; provided, however, that the Airline shall be obligated to pay all out-of-pocket costs reasonably incurred by the City in connection with this Memorandum of Intent.

In Witness Whereof, the parties hereto have entered into this Memorandum of Intent by their officers thereunto duly authorized as of the _____ day of _____, 1987.

[Signature forms omitted for printing purposes.]

CORPORATION COUNSEL AUTHORIZED TO EXECUTE CERTAIN SETTLEMENT AGREEMENTS OR ENTER INTO CONSENT DECREES.

The Committee on Finance submitted a report recommending that the City Council pass four proposed orders concerning the authority of the Corporation Counsel to enter into and execute settlement agreements or consent decrees.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

The following are said orders as passed:

Ordered, That the Corporation Counsel is hereby ordered and directed to enter into and execute a settlement agreement or consent order in a lawsuit entitled, *Anthony Armistat v. Dwayne Lyle and the City of Chicago*, 83 C 2852 in the amount of $403,000.00.

Ordered, That the Corporation Counsel is hereby authorized and directed to execute a settlement agreement or enter into a consent decree in a lawsuit entitled, *Wiley v. City of Chicago Fire Department*, No. 1981 CF 1118 in the amount of $130,000.00.

Ordered, That the Corporation Counsel is hereby authorized and directed to execute a settlement agreement or enter into a consent decree in a lawsuit entitled, *Holt v. City of Chicago*, 86 C 8577, in the amount of $1,321,048.00.

Ordered, That the Corporation Counsel is hereby authorized and directed to execute a settlement agreement or enter into a consent decree in a lawsuit entitled, *Romero v. City of Chicago*, 80 L 876, in the amount of $265,000.00.

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

The Committee on Finance to which had been referred on May 20, 1987, sundry proposed ordinances transmitted therewith, authorizing the issuance of free permits and cancelling 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 T. Evans, each of the said proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, 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):

FREE PERMITS.

Resurrection Health Care Corporation.

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 Resurrection Health Care Corporation, 7435 West Talcott Avenue, for the construction of an additional building at the Resurrection Retirement Community, to contain rental apartments, and support facilities on the premises known as 7266 West Peterson Avenue.

Said building shall be used exclusively for Senior Citizens 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.

The First Saint Paul's Evangelical Lutheran Church.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to The First Saint Paul's Evangelical Lutheran Church, 1301 North LaSalle Street, for reconstructing fire damage on the premises known as 1301 North LaSalle Street.

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

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

CANCELLATION OF EXISTING WATER RATES.

Association Of Jewish Blind Of Chicago/Home And Recreation Center.

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 the Commissioner of Sewers are hereby authorized and directed to cancel existing water rates in the amount of $505.61 assessed the Association of Jewish Blind of Chicago/Home and Recreation Center, 3525 West Foster Avenue.

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

Associated Talmud Torahs Of Chicago.

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 is hereby authorized and directed to cancel all existing water rates assessed against the Associated Talmud Torahs of Chicago, (2828 West Pratt Boulevard), 3001--3025 West Devon Avenue.

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

CITY COMPTROLLER AUTHORIZED AND DIRECTED TO CANCEL WARRANTS FOR COLLECTION ISSUED AGAINST CERTAIN CHARITABLE, EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance to which had been referred on May 20, 1987, 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
Far Northwest Consulting Center 6227 North Northwest Highway	F4-631047 (Mech. Vent.)	$19.00
Northwestern Memorial Hospital 215 West Chicago Avenue	P1-700939 (Fuel Burn. Equip.)	333.00
Dr. William M. Scholl College of	P1-604668	361.00

Name and Address	Warrant Number and Type of Inspection	Amount
Podiatric Medicine 1001 North Dearborn Street	(Fuel Burn. Equip.)	
Louis A. Weiss Hospital various locations	B4-600177	$69.00
	B4-600261	276.00
	B4-600431	92.00
	B4-600485 (Inst. Insp.)	92.00

AUTHORITY GRANTED FOR INSTALLATION OF ALLEY LIGHTS AT SPECIFIED LOCATIONS.

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

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light just west of the Ebenezer Missionary Baptist Church, 4501 South Vincennes Avenue.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light at approximately 127 South Parkside Avenue.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light at approximately 101 to 103 South Parkside Avenue.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light at approximately 312 North Mason Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian,Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

AUTHORITY GRANTED FOR REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL POLICE EMPLOYED AT MARY THOMPSON HOSPITAL.

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

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

SECTION 1. Pursuant to Chapter 173, Section 6 of the Municipal Code of Chicago, the following charitable institution employs 16 Special Police and shall pay a fee of $10.00 per license for the year 1987, Mary Thompson Hospital, 140 North Ashland Avenue.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

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 T. Evans, the said proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, 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 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 order printed on page 855 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

(Continued on page 858)

(Continued from page 854)

named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department, and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third party orders printed on pages 856 through 857 of this Journal.]

Placed On File -- APPLICATIONS FOR CITY OF CHICAGO CHARITABLE SOLICITATION (TAG DAY) PERMITS.

The Committee on Finance submitted a report recommending that the City Council place on file four applications for City of Chicago charitable solication (tag day) permits to the following organizations:

Illinois Viet Nam Veterans Memorial Fund, June 17 and 18, 1987 (Citywide).

Provident Hospital/Medical Center, June 26 and 27, 1987 (Citywide).

Easter Seal Society of Metropolitan Chicago, Incorporated (Citywide).

Diabetes Research Institute Foundation, June 21, 1987 (Citywide).

On motion of Alderman T. Evans, the committee's recommendation was *Concurred In* and said communications and report were Placed on File.

COMMITTEE ON AVIATION.

EXECUTION OF USE AGREEMENT AND TERMINAL FACILITIES LEASE WITH UNITED AIRLINES, INCORPORATED FOR PREMISES AT CHICAGO MIDWAY AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, June 2, 1987.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance providing for the execution and adoption of a Use Agreement and Terminal Facilities Lease between the City of Chicago and United Airlines, Inc., at Chicago Midway Airport (which was referred on April 1, 1987) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, 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 Airport Use Agreement and Terminal Facilities Lease with United Airlines, Inc., for premises at Chicago Midway Airport, said agreement to be substantially in the following form:

Airport Use Agreement And Terminal Facilities Lease
Between The City Of Chicago
And
United Airlines, Inc.

This Agreement made and entered into, this _____ day of _____, 19____, by and between the City of Chicago, a municipality and home rule unit existing under the laws of the State of Illinois ("City") and _____, a _____ corporation ("Airline").

Witnesseth:

Whereas, City owns and operates the airport known as Chicago Midway Airport (a plat of said airport being attached hereto as Exhibit A and by this reference made a part hereof) situated in the City of Chicago, County of Cook, State of Illinois (hereinafter, together with any additions thereto or enlargements thereof, whether or not made with corporate funds of City, Government Grants- in-Aid, or any other funds of any nature whatsoever, referred to

as the "Airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, Airline is engaged in the business of air transportation and desires to lease terminal space at the Airport and to obtain certain rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, City is willing to lease space to Airline and to grant rights and privileges with respect thereto to Airline, upon the terms and conditions hereinafter provided;

Now, Therefore, for and in consideration of the mutual covenants and agreements herein contained, and other valuable consideration, the parties hereto covenant and agree as follows:

Article I.

Definitions.

Section 1.01 Definitions. The following words, terms and phrases shall, for purposes of this Agreement, have the following meanings:

"Actual Costs" means, for any Fiscal Year, the sum of: (i) O&M Costs incurred during such Fiscal Year; (ii) the Capital Funds contribution for such Fiscal Year; and (iii) the Emergency Reserve Fund contribution for such Fiscal Year.

"Actual Revenues" means for any Fiscal Year, the sum of : (i) total revenues from operation of the Terminal Building and the Airfield including, without limiting the generality of the foregoing, Base Rent, Terminal Use Charges, landing fees from Fee Landings of Non-Party aircraft and revenues from lessees or occupants of space in the Terminal Building and the Airfield (including lessees or occupants of hangars), fixed base operators, restaurants, gift shops and all other Airport concessionaires, operators of car rental businesses, ground transportation businesses, or car parking facilities, and purchasers of advertsing space at the Airport for such Fiscal Year; (ii) the amount of all withdrawals made from the Emergency Reserve Fund pursuant to Section 13.03 (a) during such Fiscal Year; and (iii) the amount of all withdrawals made from the Capital Project Fund pursuant to Section 14.02 (b) during such Fiscal year.

"Agreement" means this Airport Use Agreement and Terminal Facilities lease.

"Airfield" means the Airport excluding the Terminal Building as shown on Exhibit A.

"Airline Party" means, at any time, Airline and each other commercial passenger airline actively engaged in the air transportation business at the Airport who then has an Airport Use Agreement in effect with City.

"Airline's Premises" means the Exclusive Use Premises and the Preferential Use Premises.

"Airport Use Agreement" means (i) this Agreement and (ii) any agreement for the lease of space or the use of facilities of the Airport substantially the same as this Agreement.

"Alternative Landing Fee Rate" means (a) for Fiscal Years 1985 and 1986, One Dollar and Fifty Cents ($1.50), (b) for Fiscal Year 1987, $1.50 multiplied by a fraction, the numerator of which is the C.P.I. for 1986 and the denominator of which is the C.P.I. for 1984, and (c) for Fiscal Years 1988 and thereafter, the Alternative Landing Fee Rate for the Previous Fiscal Year multiplied by the C.P.I. Rate.

"Annual Audit" means Annual Audit as defined in Section 5.06.

"Base Rent" means Base Rent as defined in Section 3.01.

"Capital Costs" means for a Fiscal Year costs of Capital Improvements paid in that Fiscal Year from sources other than Government Grants-in-Aid or any source outside this or any other Airport Use Agreement.

"Capital Funds" means the Capital Reserve Fund and the Capital Project Fund created pursuant to Section 14.01.

"Capital Funds Contribution" means, for Fiscal Year 1985, $500,000, and for any Fiscal Year thereafter, the greater of (i) $300,000 or (ii) an amount equal to five percent (5%) of the O&M Costs for such Fiscal Year, designated as such by City.

"Capital Improvements" means (i) the projects set forth in Exhibit D hereto, without regard to the dollar amounts set forth opposite such projects, (ii) the projects set forth in Exhibit E hereto, without regard to the dollar amounts set forth opposite such projects, as Government Grants-in-Aid not less than the amounts shown on Exhibit E are from time to time available therefor, and (iii) additional projects from time to time approved in writing as Capital Improvements by a Majority-in-Interest.

"Capital Project Fund Capital Costs" means Capital Costs paid from the Capital Project Fund.

"Carrier" means any commercial passenger airline, including Airline and any other Airline Party.

"City" means the City of Chicago, Illinois acting from time to time through its Commissioner of Aviation.

"Commissioner of Aviation" means the Commissioner of the Department of Aviation of City, any successor to the duties of such official, and his duly authorized assistants.

"Commissioner of Public Works" means the Commissioner of the Department of Public Works of City, any successor to the duties of such official, and his duly authorized assistants.

"C.P.I." means, for any Fiscal Year, the average of the Consumer Price Index-Seasonally Adjusted U.S. City Average For All Items For All Urban Consumers (1967 = 100) as published monthly in the Monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor for each of the months in the Previous Fiscal Year.

"C.P.I. Rate" means, for any Fiscal Year, a fraction, the numerator of which is the C.P.I. for the Previous Fiscal Year and the denominator of which is the C.P.I for the Fiscal Year immediately preceding the Previous Fiscal Year.

"Effective Date" means date of authorizing ordinance.

"Emergency Reserve Fund Contribution" means, for any Fiscal Year, an amount equal to the lesser of: (i) Five Hundred Thousand Dollars ($500,000); or (ii) the amount, if any, by which one-half (1/2) of the sum of the O&M Costs and the Capital Funds Contribution for such Fiscal Year exceed the balance of the Emergency Reserve Fund as of the last day of the Previous Fiscal Year.

"Equipment" means Equipment as defined in Section 17.01.

"Exclusive Use Premises" means the Exclusive Use Premises, as shown on Exhibit B hereto.

"Free Landing" means any landing at the Airport of an aircraft except an aircraft which takes off from the Airport and, without making a stop at any other airport, returns to and lands at the Airport because of meteorological conditions, mechanical or operating causes, or any similar emergency or precautionary reason.

"Fiscal Year" means January 1 through December 31 of any year or such other fiscal year as City may adopt for the Airport.

"Gate" means any portion of the Preferential Use Premises designated as a Gate in Exhibit B hereto.

"Government Grants-in-Aid" means those monies granted to City by the United States of America or any agency thereof, or the State of Illinois, or any political subdivision or agency thereof, to pay for all or a portion of the cost of capital improvements at the Airport; provided, however, that Government Grants-in-Aid shall not include any payment made for services rendered at the Airport.

"Interest Rate" means a rate three percent (3%) higher than the "corporate base rate" of interest announced from time to time by The First National Bank of Chicago, at any time said bank does not announce a "corporate base rate", the rate of interest charged by said bank to its most creditworthy customers.

"Landing Fee" means Landing Fee as defined in Section 5.01.

"Landing Fee Rate" means the Landing Fee Rates as defined in Section 5.02.

"Majority-in-Interest" means, at any time during any Fiscal Year, any one or more Airline Parties which, in the aggregate, paid sixty percent (60%) or more of Landing Fees paid by Airline Parties for the Previous Fiscal Year. Solely for the purpose of determining a Majority-in-Interest, no airline shall be deemed to be an Airline Party during any time that an Event of Default that has occurred with respect to such Airline Party is continuing, and City has given written notice of such Event of Default to such Airline Party.

"Mid-Year Projection" means the Mid-Year Projection as defined in Section 5.05.

"Non-Party" means any person who is not a party to an Airport Use Agreement.

"New Construction" means New Construction as defined in subsection 2.05 (b).

"O&M Capital Costs" means, for any Fiscal Year Capital Costs not paid from the Capital Funds or Government Grants-in-Aid.

"O&M Costs" means, for any Fiscal Year, (i) O&M Capital Costs and (ii) the costs to City of operation and maintenance of the Airport during such fiscal year, including, without limiting the generality of the foregoing, personnel costs and benefits, services, purchases of equipment, supplies and materials.

"Preferential Use" means Preferential Use as defined in subsection 2.02 (c).

"Preferential Use Premises" means the Preferential Use Premises as shown on Exhibit B hereto.

"Previous Fiscal Year" means, at any time, the immediately preceding Fiscal Year. Whenever the C.P.I. Rate or any historical financial data for a Previous Fiscal Year have not yet been finally determined, City shall reasonably estimate such C.P.I. Rate or historical financial data, to be adjusted as and when the actual C.P.I. Rate is determined or the historical financial data is compiled in an Annual Audit, as the case may be.

"Projected Costs" means, for any Fiscal Year, the sum of: (i) O&M Costs projected to be incurred during such Fiscal Year; (ii) the projected Capital Funds Contribution for such Fiscal Year; and (iii) the projected Emergency Reserve Fund Contribution for such Fiscal Year.

"Projected Landing Fee Rate" means, for any Fiscal Year or any portion of a Fiscal Year, the Projected Net Deficit for such Fiscal Year (as adjusted by a Mid-Year Projection, if any) divided by one one-thousandth (1/1000) of the total of the F.A.A. certificated maximum landing weights of all Airline Party aircraft projected to land in Fee Landings during such Fiscal Year.

"Projected Net Deficit" means, for any Fiscal Year, the amount, if any, by which Projected Costs for such Fiscal Year exceeds Projected Revenues for such Fiscal Year.

"Projected Revenues" means, for any Fiscal Year, the total projected revenues from operations of the Terminal Building and Airfield, including, without limiting the generality of the foregoing, Base Rent under Airport Use Agreements, Terminal Use Charges, landing fees from Fee Landings of Non-Party aircraft and revenues for lessees or occupants of space in the Terminal Building and the Airfield (including lessees or occupants of hangars), fixed base operators, restaurant, gift shop and all other Airport concessionaires, operators of car rental businesses, ground transportation businesses, and car parking facilities, and purchasers of advertising space at the Airport.

"Public Facilities" means all space, improvements, facilities, equipment and services now or hereafter provided by City for public use at or in connection with the Terminal Building, including, without limitation, public passenger walkways, public lobbies, public lounges, public waiting rooms, public hallways, stairways, public rest rooms and other public conveniences.

"Ramp Area" means any portion of the Preferential Use Premises designated as a Ramp Area in Exhibit B hereto.

"Related Parties" means, with respect to Airline or any Sharing Airline, (i) such airline's employees, agents, and its or their suppliers of materials and furnishers of services, (ii) any wholly-owned subsidiary of such airline engaged in aviation-related activities, and (iii) the employees, agents, and suppliers of materials and furnishers of service to any wholly-owned subsidiary of such airline engaged in aviation-related activities.

"Shared Gate" means any Gate, holdroom area and Ramp Area which Airline shares pursuant to subsection 2.02 (c).

"Shared Premises" means the aggregate amount of the Preferential Use Premises the use of which is shared with another Carrier pursuant to Section 2.02 hereof.

"Sharing Agreement" means Sharing Agreement as defined in subsection 2.02 (c).

"Sharing Airline" means any Carrier who enters into a Sharing Agreement with Airline pursuant to subsection 2.02 (c).

"Terminal Building" means the terminal building located at the Airport as shown on Exhibit B.

"Terminal Use Charge" means Terminal Use Charge as defined in Section 4.01.

Article II.

Premises.

Section 2.01 Lease of Exclusive Use Premises. (a) City leases to Airline, and grants to Airline and its Related Parties, and Airline hereby hires and takes from City, and agrees to

make payments to City in accordance with this Agreement with reference to, the exclusive use of the Exclusive Use Premises.

(b) As of the date of this Agreement, the Exclusive Use Premises comprise the number of square feet set forth on Exhibit F hereto.

Section 2.02 Lease of Preferential Use Premises. (a) City leases to Airline, and grants to Airline and its Related Parties, and Airline hereby hires and takes from City, and agrees to make payments to City in accordance with this Agreement with reference to, the Preferential Use of the Preferential Use Premises.

(b) As of the date of this Agreement, the Preferential Use Premises comprise the number of square feet of holdroom space and Ramp Area, respectively, set forth on Exhibit F hereto.

(c) With respect to any Gate, "Preferential Use" means that Airline shall offer to any other Carrier the opportunity to share such Gate (including, but not limited to holdroom space, ramp area, passenger loading bridges and fuel facilities relating to such Gate) and shall share such Gate with one or more other Carriers whenever reasonable and possible. In determining whether the use by another Carrier is reasonable and possible, the following factors ("Sharing Criteria") may be considered: (i) the compatibility of the proposed operations of such other Carrier with those of Airline, (ii) the operations of those with whom Airline has subleases or handling agreements, (iii) Airline's existing and immediate future flight schedules, (iv) labor relations, (v) any court order substantially affecting Airline's use of the Airport, (vi) any order, rule or regulation or the taking of action or the refusal to take action by the Federal Aviation Administration or other government authority substantially affecting Airline's use of the Airport, and (vii) the reasonable and possible availability of other gates at the Airport for use by other Carriers. Should Airline refuse another Carrier the opportunity to use one or more Gates, City, acting by and through the Commissioner of Aviation, may review Airline's Gate usage. If the Commissioner of Aviation reasonably determines on the basis of the Sharing Criteria and Airline's reasons for such refusal that Airline unreasonably refused usage by such Carrier, the Commissioner of Aviation may immediately require Airline to permit such Carrier to use such Gates as shall be designated by City, during those periods of time City in its sole discretion deems feasible, reasonable and possible, subject to such Carrier's execution of a Sharing Agreement with Airline, and subject to the Commissioner of Aviation's review and approval of said agreement. No Sharing Agreement shall directly or indirectly require a Sharing Airline to pay to Airline for use of any premises an amount greater than a *pro rata* share of Airline's expenses with respect to the premises being shared by such Sharing Airline, including, without limitation, Airline's labor, repair and maintenance expenses, Airline's Base Rent, Airline's Terminal Use Charges (but not Airline's Landing Fees), and interest and depreciation which are allocated by Airline to such premises in accordance with generally accepted accounting principles, plus an administrative fee of fifteen percent (15%) of such *pro rata* share of Airline's expenses, and no Sharing Agreement shall impose on a Sharing Airline unreasonable expenses, payments, terms or conditions.

(d) Any Sharing Airline shall have the right to use the portion of Shared Premises to which its Sharing Agreement relates for the carrying on of operations and activities

reasonably necessary and convenient to the conduct by such Sharing Airline of its air transportation business, including, without limiting the generality of the foregoing, the display of removable signs identifying such Sharing Airline during such Sharing Airline's use of the Shared Premises; provided, however, that such right of use shall be subject to the compliance by such Sharing Airline with the terms of the Sharing Agreement, and provided further that such right of use by any Sharing Airline shall in no way limit Airline from improving Airline's Preferential Use Premises to conform such space with Airline's corporate identity.

(e) Any dispute regarding the use of the Preferential Use Premises shall be resolved by City, acting through the Commissioner of Aviation. Consistent with this Section, no such resolution shall impair or limit Airline's rights hereunder.

Section 2.03 Use of Space. (a) The use by Airline and its Related Parties of Airline's Premises shall include the use thereof for the following purposes:

(1) the maintenance and operation, in connection with the conduct by Airline of its air transportation business, of ticketing, passenger and baggage handling facilities, and reservation offices;

(2) the training of personnel in the employ of or under the direction of Airline;

(3) the maintenance and operation of facilities and equipment, the carrying on of activities reasonably necessary or convenient in connection with the foregoing, and the furnishing of all passenger amenities and services incidental thereto, including, without limitation, the furnishing of alcoholic or other beverages to members of an Airline-sponsored club in Airline's private customer relation facilities designed specifically for such members ("Airline's Private Customer Relation Facilities"); provided, however, that unless the Commissioner of Aviation shall otherwise consent, no charge shall be made by Airline for beverages furnished by it in Airline's Private Customer Relation Facilities; and

(4) the carrying on of any other operations and activities reasonably necessary or convenient to the conduct by Airline of its air transportation business; provided, however, that all such other operations and activities shall be subject to the reasonable approval of the Commissioner of Aviation.

(b) The foregoing shall not permit the use by Airline of Airline's Premises for (i) the sale of air travel insurance, (ii) the operation of public restaurants, (iii) the carrying out of merchandising operations other than the sale of travel- related merchandise (such as flight bags) bearing Airline's name, trademark or service mark, (iv) the conduct of any car rental or ground transportation business or the operation of motor coaches, buses, taxicabs or other vehicles carrying passengers or property for hire or other consideration over the public ways to and from the Airport, except as provided in Exhibit C or (v) the conduct of any business separate from Airline's operation of an air transportation business.

(c) Unless otherwise specifically authorized in writing by City, Airline will not (i) conduct passenger loading and unloading operations except at the Gates leased under this

Agreement using the Ramp Areas leased under this Agreement, or (ii) provide fixed-based operator services except on Airline's Premises.

Section 2.04 Public Facilities. City grants to Airline and its Related Parties the right to use the Public Facilities in common with others, subject to rules and regulations promulgated by City.

Section 2.05 Substitution of Space; New Construction; Surrender of Space; Additional Space. (a) Airline and City may from time to time agree in writing upon the substitution of space in the Terminal Building or elsewhere at the Airport for all or any part of Airline's Premises then leased hereunder.

(b) City is considering modificiations to the Airport ("New Construction"), including the construction of a new terminal facility or the substantial rehabilitation of the Terminal Building, during the term of this Agreement. In the event that New Construction consists of replacement of all or substantially all of the Terminal Building, then Section 6.04 applies, notwithstanding the following provisions in this subsection 2.05(b). Airline agrees that, in the event the New Construction shall require demolition of any portion of Airline's Premises, Airline shall surrender its right to use such space under this Agreement. City agrees that, in the event the New Construction shall require demolition of any portion of Airline's Premises, City will provide to Airline, prior to termination of Airline's right to use such space, equivalent space at the Airport of equal area satisfactory to Airline, on the same terms and conditions as are herein provided; provided, however, that Airline's determination as to whether substitute space provided hereunder is satisfactory shall be reasonable, and shall take into consideration the limitations imposed on City by the New Construction. Airline shall have the right to review any New Construction taking place in Airline's Premises.

(c) In the event of surrender of any of the Airline's Premises in substitution for other space at the Airport, Airline shall remove from such surrendered space, within thirty (30) days of receipt of notice from City of such substitution, all trade fixtures, tools, machinery, equipment, materials, and supplies placed thereon by Airline and such other fixtures and construction of a temporary nature installed therein by Airline as the Commissioner of Aviation and the Commissioner of Public Works may require; provided, however, that Airline shall have sixty (60) days from receipt of notice under this subsection 6.05(c) to remove from surrendered spaces Airline's passenger loading bridges.

(d) The costs to Airline of relocation as a result of New Construction shall be estimated by City after consultation with Airline and shall be Capital Costs relating to the New Construction.

(e) As and when any substitute or additional space is available at the Airport for use by Carriers, City shall, insofar as is not inconsistent with its program of improvements, the needs and desires of other Carriers and the prudent and efficient operation of the Airport by City, afford Airline the opportunity to lease hereunder a portion of such substitute or additional space at least equal in square footage and in linear feet of gate frontage to the amount of square footage and linear feet of gate frontage originally leased hereunder; provided, however, that Airline shall not be obligated to lease any substitute or additional space offered to Airline hereunder.

(f) Any space in the Airport leased to Airline in substitution for or as additional space to be included among either the Exclusive Use Premises or the Preferential Use Premises shall be included in space leased hereunder on the same terms and conditions and at the same rental per square foot of such substituted or additional space, as is herein provided for the category of the space as to which such substitution or addition occurs; provided, however, that if, in accordance with the provisions of this Section, any space is temporarily substituted hereunder for other space, the term of the lease for such substituted space shall be only of such duration as is required for the purpose of such temporary substitution.

Section 2.06 Ingress and Egress; Right to Purchase Property. Subject to this Agreement and to rules and regulations promulgated by City, Airline shall have the right and privilege over the Airport of ingress to and egress from Airline's Premises for Airline and its Related Parties and its or their equipment, vehicles, machinery, and other property, and, except as herein otherwise specifically provided, no charges, fees or tolls of any nature, direct or in direct, shall be imposed by City upon Airline or its Related Parties for such right of ingress and egress, or for the privilege of purchasing, selling or using any materials or services purchased or otherwise obtained by Airline, or transporting, loading, unloading or handling persons, property, cargo, or mail in connection with Airline's air transportation business or exercising any right or privilege granted by City hereunder. City or its concessionaires may make and collect a charge for (i) the use of automobile parking areas or sightseeing facilities, (ii) the use of ground transportation to or from the Airport furnished by City or its concessionaires, (iii) ingress to the Airport by persons supplying flight kitchen services to Airline, (iv) ingress to the Airport by persons furnishing ground transportation service to Airline, or (v) the furnishing or sale by City or its concessionaires to the public at the Airport of services, insurance, food, and merchandise, or imposing a percentage fee payable to City by any fixed-base operator who provides fueling or other services to Airline at the Airport. Airline shall have the right to purchase or otherwise obtain property and services of any nature from any supplier of its choice.

Section 2.07 Conduct of Luggage Handling and Ticketing Operations for Other Carriers. (a) With the prior written consent of the Commissioner of Aviation, Airline may contract with any other Carrier to handle such Carrier's luggage and ticketing operations to the same extent as Airline is entitled to conduct such operations on its own behalf in connection with its conduct of its air transportation business.

(b) Airline may further sublease any (but not all) space leased to Airline under this Article II to another Carrier only for the uses and upon the terms herein set forth and provided that in each instance written approval of the Commissioner of Aviation be first obtained.

Article III.

Rent.

Section 3.01 Base Rent. (a) Airline shall pay to City throughout the term of this Agreement as rent for Airline's Premises (other than the Ramp Area) the Base Rent Rate per square foot per annum (in the aggregate, "Base Rent") for the number of square feet of

Terminal Building space set forth on Exhibit F hereto. One-twelfth (1/12th) of the Base Rent shall be due and payable each month in advance.

(b) For the Fiscal Year ending December 31, 1985, the Base Rent Rate shall be Five Dollars ($5.00). For each Fiscal Year thereafter, the Base Rent Rate shall be the Base Rent Rate for the Previous Fiscal Year multiplied by the C.P.I. rate.

Section 3.02 Payment of Base Rent. City each month shall furnish Airline with an invoice setting forth the amount of Base Rent due and payable from Airline for the next ensuing month. Base Rent for such month shall be due and payable on the later of (a) the first (1st) day of such month, or (b) ten (10) days after Airline's receipt of the invoice.

Section 3.03 Proration. Notwithstanding the foregoing, if any rental commences or is adjusted otherwise than as of the first day of any month or terminates prior to the last day of any month, rental for such month shall be determined on a pro rata basis according to the number of days of such month involved, and any required payment or refund of rental for such month shall be made as promptly as practicable.

Section 3.04 Place of Payments; Late Payments. All amounts payable by Airline hereunder shall be paid to City at the Office of City's Comptroller, or at such other place as City's Comptroller shall designate in writing. Any amount which is not paid when due shall bear interest at the Interest Rate from the due date until the date it is paid.

Section 3.05 Adjustment of Square Footage in Airline's Premises. The number of square feet comprising Airline's Premises in the Terminal Building may be adjusted by City from time to time to reflect (a) results of City's field verification of the square footage contained in such premises and (b) lease of additional space or surrender of space by Airline hereunder.

Article IV.

Terminal Use Charge.

Section 4.01 Terminal Use Charge. (a) Airline shall pay to City with respect to Airline's Premises a terminal use charge ("Terminal Use Charge"). The Terminal Use Charge is based primarily on the cost of maintaining and operating Airline's Premises, including, without limiting the generality of the foregoing, the cost of insurance, security, utilities, housekeeping and ordinary maintenance of these areas and a proportionate share of the Terminal Building concourse areas which directly support Airline's operations. One-twelfth (1/12th) of the Terminal Use Charge shall be due and payable each month in advance.

(b) The Terminal Use Charge for Fiscal Year 1985 shall be:

(i) Five Dollars ($5.00) per square foot for Airline's Premises other than the Ramp Area, consisting of the number of square feet of Terminal Building Space set forth on Exhibit F hereto; and

(ii) Fifty cents ($0.50) per square foot for the Ramp area, consisting of the number of square feet set forth on Exhibit F hereto.

For each Fiscal Year thereafter, the Terminal Use Charge shall be the Terminal Use Charge for the Previous Fiscal Year multiplied by the C.P.I. Rate.

Section 4.02 Payment of Terminal Use Charge. City each month shall furnish Airline with an invoice setting forth the amount of Terminal Use Charge due and payable from Airline for the next ensuing month. The Terminal Use Charge for such month shall be due and payable on the later of (a) the first (1st) day of such month, or (b) ten (10) days after Airline's receipt of the invoice.

Section 4.03 Proration. Notwithstanding the foregoing, if any Terminal Use Charge commences or is adjusted otherwise than as of the first day of any month or terminates prior to the last day of any month, the Terminal Use Charge for such month shall be determined on a *pro rata* basis according to the number of days of such month involved, and any required payment or refund of Terminal Use Charge for such month shall be made as promptly as practicable.

Section 4.04 Place of Payments; Late Payments. All amounts payable by Airline hereunder shall be paid to City at the Office of City's Comptroller, or at such other place as City's Comptroller shall designate in writing. Any amount which is not paid when due shall bear interest at the Interest Rate from the due date until the date it is paid.

Section 4.05 Adjustment of Square Footage in Airline's Premises. The number of square feet comprising Airline's Premises may be adjusted by City from time to time to reflect (a) results of City's field verification of the square footage contained in such premises and (b) lease of additional space or surrender of space by Airline hereunder.

Article V.

Landing Fees.

Section 5.01 Landing Fees. Airline shall pay to City throughout the term of this Agreement at the times and in the manner provided in this Article V, a fee ("Landing Fee") for each Fee Landing of an aircraft operated by Airline. The Landing Fee shall be an amount equal to the product of (i) the F.A.A. certificated maximum landing weight of such aircraft divided by one thousand (1,000) and (ii) the Landing Fee Rate.

Section 5.02 Landing Fee Rate. The Landing Fee Rate for any Fiscal Year on any portion thereof shall be the Projected Landing Fee Rate; provided, however, that if the Projected Landing Fee Rate for any Fiscal Year or any portion thereof exceeds the Alternative Landing Fee Rate, then, at City's option, the Landing Fee Rate for such Fiscal Year or such portion thereof shall be the Alternative Landing Fee Rate.

Section 5.03 Notice of Landing Fee Rate. Not less than thirty (30) days before the first day of any Fiscal Year during the term of this Agreement, and at the same time that City provides Airline with any Mid-Year Projection, City shall give Airline written notice of the Projected Landing Fee Rate and the Landing Fee Rate for such Fiscal Year or for the remainder of such Fiscal Year, as the case may be. Such notice shall state whether City has exercised it option under Section 5.02.

Section 5.04 Payment of Landing Fees. Not later than the tenth (10th) day of each month during the term of this Agreement, Airline shall furnish City with a statement, signed by an authorized representative of Airline, certifying for each Fee Landing of aircraft operated by Airline occurring in the immediately preceding month, the type, model and F.A.A. certificated maximum landing weight of such aircraft. City shall forthwith furnish Airline with an invoice signed by an authorized representative of City setting forth the total Landing Fees payable by Airline in respect of such Fee Landings. Airline shall pay such Landing Fees within thirty (30) days after receipt of such invoice. All amounts payable hereunder shall be paid to City at the Office of City's Comptroller or at such other place as City's Comptroller shall designate by written notice to Airline. Any such amount not paid when due shall bear interest at the Interest Rate from the due date until the date it is paid.

Section 5.05 Mid-Year Adjustment of Projected Landing Fee Rate. Not later than June 1 of each Fiscal Year, City shall furnish Airline with a revised Projected Landing Fee Rate ("Mid-Year Projection"), which shall reflect the most recent available information with regard to Actual Costs incurred and Actual Revenues received during such Fiscal Year or in the Previous Fiscal Year, together with the most recently available information with regard to Landing Fees actually received by City with respect to the Airport. If the Mid-Year Projection forecasts that payments of Landing Fees by Airline Parties at the then-existing Projected Landing Fee Rate would result in an overpayment or underpayment of five percent (5%) or more of the amount required hereunder to be generated by City through Landing Fees paid by Airline Parties during such Fiscal Year, City shall adjust the Projected Landing Fee Rate for such Fiscal Year to conform to the Mid-Year Projection. In no event shall Landing Fees of any Airline Party, as so adjusted, be less than zero; provided, however, that if the computations contemplated hereunder produce negative amounts, such amounts shall be reflected in the Annual Audit as described in Section 5.06.

Section 5.06 Landing Fee Audit and Adjustments. (a) Within six (6) months after the last day of each Fiscal Year, City shall furnish Airline with an annual audit report certified by an independent certified public accountant and prepared by such accountant in accordance with generally accepted accounting principles applied on a consistent basis, covering the operation of Airport during such Fiscal Year ("Annual Audit"). Such Annual Audit shall set forth at least:

(1) Actual Costs for such Fiscal Year;

(2) Actual Revenues for such Fiscal Year;

(3) Landing weight for, and Landing Fees paid by, each Airline Party during such Fiscal Year;

(4) Surplus or deficit for such Fiscal Year; and

(5) Balances as of the end of such Fiscal Year in the Emergency Reserve Fund, the Capital Reserve Fund and the Capital Project Fund.

(b) If the sum of Actual Revenues and Landing Fees paid by Airline Parties exceeds Actual Costs set forth in any Annual Audit, then City shall reflect such excess in the monthly Landing Fee invoices to the Airline Parties, whereby the amount payable under such invoice will be reduced, for each Airline Party, by an amount equal to that proportion of such excess equal to the proportion of Landing Fees paid by such Airline Party during the Previous Fiscal year.

(c) If the sum of Actual Costs exceed Actual Revenues and Landing Fees paid by Airline Parties set forth in any Annual Audit, then Airline shall pay to City an amount equal to that proportion of such excess equal to the proportion of Landing Fees paid by such Airline during the Previous Fiscal Year. Such amount shall be due and payable at the time payment is due on the first invoice for Landing Fees issued after Airline's receipt of such Annual Audit. If such payment is not made within such thirty (30) day period, then such payment shall thereafter bear interest at the Interest Rate from the date due until the date it is paid.

Article VI.

Term.

Section 6.01 Initial Term. The initial term of this Agreement is as set forth on Exhibit G hereto.

Section 6.02 Airline's Right to Renew. Subject to restrictions on Airline's right to renew set forth in Section 6.03, Airline shall have the right, to be exercised as hereinafter provided, to extend the term of this Agreement with respect to all, but not less than all, of that portion of Airline's Premises whose initial term would otherwise expire, for two successive periods of two years, each upon the following terms and conditions:

(a) At the time of the exercise of such right, Airline shall not be in default in the performance of any of the terms or conditions of this Agreement.

(b) Each extension shall be upon the same terms and conditions as are herein contained, except that (i) there will be no further privilege of extension for the terms of this Agreement beyond the two periods referred to above and (ii) such extension shall be subject to City's right to reduce the number of Gates leased to Airline in accordance with Section 6.03 below.

(c) Airline shall exercise its right to any extension of the term of this Agreement by notifying City in writing of Airline's election to exercise such right at least 120 days prior to the expiration of this Agreement with respect to the portion of Airline's Premises as to which renewal is sought. Upon the giving of such notice, this Agreement shall be deemed

extended for the two-year term with respect to such premises, subject to the provisions of this section, without execution of any additional instrument.

Section 6.03 Review of Utilization for Renewal Options. If Airline fails to demonstrate that it is using the Gates in Airline's Premises for an average of not fewer than four (4) flight turns per day per Gate, City may restrict Airline's right to renew under Section 6.02 to apply only to the number of Gates in Airline's Premises required to cause Airline's average number of flight turns to equal or exceed four (4) per day per Gate.

Section 6.04 Early Termination Resulting From Replacement of Terminal Building. In the event any New Construction carried out by City results in the replacement of all or substantially all of the Terminal Building, and upon completion of such replacement, this Agreement shall terminate; provided, however, that Airline shall have the right to lease space (upon such terms and conditions as may then be acceptable to City and Airline) in any newly constructed, reconstructed or rehabilitated terminal facility to replace Airline's Premises.

Article VII.

Construction, Maintenance, And Repair By Airline.

Section 7.01 Construction, Maintenance, and Repair of Airline's Terminal Building Space. (a) Airline may construct or install, at its own expense, any equipment, improvements, and facilities, and any additions thereto, on all or any part of Airline's Premises. All such construction shall be made after obtaining any requisite building or construction licenses or permits. Plans and specifications of any proposed construction or installation of improvements and facilities (including any substantial alteration or addition thereto) shall be submitted to and receive the approval of the Commissioner of Aviation and the Commissioner of Public Works prior to the commencement of construction or installation. Airline shall not install, erect, or place, or permit others to install, erect, or place, any illuminated signs, placards, displays or other advertising media on Airline's Premises or elsewhere at the Airport, without the prior written consent of the Commissioner of Aviation.

(b) Airline shall keep and maintain all such improvements and facilities and additions thereto constructed or installed by it in good condition and repair, reasonable wear and tear excepted. City shall have the right each year during the term of this Agreement to inspect Airline's Premises to evaluate Airline's compliance with the foregoing sentence. City shall have the right each year to provide Airline with a report of such inspection identifying those actions which are to be taken by Airline in order to fulfill its duties under this paragraph. Airline shall take such action as is specified on such report. Except as provided in Article IX hereof, no restrictions shall be placed upon Airline as to the architects, builders or contractors who may be employed by it in connection with any construction, installation, alteration, repair or maintenance of any such improvements, facilities and additions.

(c) Airline shall keep Airline's Premises in a sanitary and sightly condition.

Section 7.02 Covenant Against Liens. Airline shall keep Airline's Premises and the installations situated thereon free and clear of any and all liens in any way arising out of the construction, improvement or use thereof by Airline; provided, however, that Airline may in good faith contest the validity of any lien and shall not be in breach of this Agreement during such contest.

Section 7.03 Performance by City Upon Failure of Airline to Maintain. In the event Airline fails to perform for a period of thirty (30) days after notice from City so to do, any obligation required by this Article VII to be performed by Airline, City may enter Airline's Premises (without such entering causing or constituting a termination of this Agreement or an interference with the possession of said premises by Airline) and do all things necessary to perform such obligation, charging to Airline the cost and expense thereof, and Airline agrees to pay City such charge in addition to any amounts payable by Airline hereunder; provided, however, that if Airline's failure to perform any such obligation endangers the safety of the public or of employees of City, and City so states in its notice to Airline, City may perform such obligation of Airline at any time after the giving of such notice and charge to Airline, and Airline shall pay, as aforesaid, the cost and expense of such performance.

Article VIII.

Maintenance, Operation, And Repair By City.

Section 8.01 Maintenance and Operation. City shall operate and maintain, in all respects in a manner consistent with that of a reasonably prudent operator of an airport, and keep in good condition and repair, the Terminal Building and all additions, improvements, facilities, and equipment now or hereafter provided by City at or in connection with the Terminal Building, excepting any improvements, facilities, and equipment constructed or installed by Airline. City shall keep the Terminal Building, excepting Airline's Premises, in a sanitary and sightly condition.

Section 8.02 Quiet Enjoyment. City agrees that Airline, performing its obligations hereunder, shall be entitled to and shall have the quiet possession and enjoyment of the premises, facilities, rights, and privileges leased to it hereunder, subject, however, to the provisions hereof.

Article IX.

Equal Opportunity, Non-Discrimination And Affirmative Action.

Section 9.01 Equal Opportunity. Airline, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin, nor shall Airline commit an unfair employment practice. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Airline agrees to point in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the non- discrimination clause. Airline further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors, and subcontractors, and all labor organizations, furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964--1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, *et seq.*, The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, *et seq.*, and all amendments to those statutes and executive orders and regulations of the United States Department of Labor, Transportation, and Health, Education, and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881--887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Section 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City, August 21, 1945, Journal of Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A.

To demostrate compliance, Airline, its contractors and subcontrators will furnish such reports and information as requested by City's Commission on Human Relations.

Section 9.02 Non-Discrimination in the Use of the Premises by Airline. This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program of the Federal Aviation Administration, and thereby involves activity which serves the public.

Airline, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination; and (3) that Airline shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation Regulations.

Section 9.03 Prohibition Against Exclusive Rights. It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and City reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.

Section 9.04 Non-Discrimination in Furnishing Services. Airline agrees to furnish services on a fair, equal and not unjustly discriminatory basis to all users thereof, and to

charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, that Airline may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions.

Section 9.05 Affirmative Action. Airline assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, religion, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Airline assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Airline assures that it will require that its covered suborganizations provide assurances to Airline that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

Article X.

Applicable Laws, Ordinances, Rules And Regulations.

Section 10.01 Compliance. (a) Airline shall comply, and shall use its best efforts to cause its related parties, passengers, guests, invitees, and independent contractors to comply, with all rules and regulations and amendments or supplements thereto governing the conduct and operation of the Airport, promulgated from time to time by the Commissioner, which are neither (i) inconsistant with the reasonable exercise by Airline of any right or privilege granted to it hereunder or under any other agreement between Airline and City relating to the Airport, nor (ii) inconsistent with the rules, regulations or orders of any federal, state or local government body having jurisdiction with respect thereto.

(b) Nothing herein shall be construed to prevent Airline from contesting in good faith any rule or regulation of the Airport, without being considered in breach hereof so long as such contest is diligently commenced and prosecuted by Airline. Airline shall be excused from complying with any rule or regulation of the Airport during any such contest unless the Commissioner reasonably determines that failure to comply with such rule or regulation constitutes a health or safety hazard to users of the Airport.

(c) City shall supply Airline with five (5) sets of City's current rules and regulations. Except in cases of emergency, no rule or regulation shall be applicable to Airline until Airline has been given fifteen (15) days notice of the adoption thereof.

Article XI.

Indemnity.

Section 11.01 Airline's Indemnity of City. (a) Airline shall pay, and shall protect, indemnify and save City, its agents, officers and employees, harmless from and against any and all liabilities, losses, damages, costs and expenses (including 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, and costs of acquisition of real property as a

result of claims described in subsection (i) below, in each case, arising during or attributable to the term of this Agreement and arising out of the following (except to the extent caused by the negligence of City or its agents, officers and employees) and only to the extent City is not reimbursed out of insurance proceeds therefor; provided, however, that if and to the extent that City fails to maintain the insurance required to be maintained by City hereunder, then Airline shall not be obligated to pay City under this Section 11.01(a) to the extent of insurance proceeds which City would have received if it had maintained such insurance:

(1) Suits alleging a taking of property or interests in property without just compensation, trespass, nuisance, or similar suits based upon the use of the Airport for the landing and taking-off of aircraft; provided, however, that Airline shall have no liability under this Section 11.01 (a) (i) except to the extent that amounts indemnified under this Section 11.01(a) (i) incurred in any Fiscal Year exceed the amounts withdrawn by City from the Emergency Reserve Fund pursuant to Section 13.03 (b) hereof on account of such indemnified amounts and provided further that any liability of Airline under this Section 11.01(a) (i) shall be treated either as Actual Costs of the Fiscal Year in which they are incurred for which Airline shall make payments under Section 5.04 hereof, or if incurred after the term of this Agreement, as the direct obligations of Airline, which shall be immediately due and payable;

(2) Airline's use or occupancy of the Airport or non-use (if any non-use is contrary to Airline's obligations hereunder) of Airline's Premises;

(3) The condition of Airline's Premises, including any equipment or facilities at any time located thereon, and any repairs, construction, alterations, renovation, relocation, remodeling and equipping thereof or thereto; or

(4) The violation by Airline of any agreement, warranty, covenant or condition of this Agreement, of any other contract, agreement or restriction relating to the Airport, or of any law, ordinance, regulation or court order affecting the Airport.

(b) City shall promptly notify Airline in writing of any claim or action brought against City in respect of which indemnity may be sought by City against Airline hereunder, setting forth the particulars of such claim or action and shall furnish Airline with a copy of all suit papers and legal process. Airline (except as provided in the next sentence) shall assume and have full responsibility for the defense or settlement thereof, including the employment of counsel, and the payment of all expenses and all settlements or judgments. In the event any of the suits or actions covered by subsection (a) (i) above occur, the following shall apply: (i) the defense of such suits or actions including the employment of counsel, shall be assumed by all persons who are parties to any Airport Use Agreement and conducted as directed by a Majority-In-Interest and (ii) all expenses, including attorney's fees, settlements and judgments shall be paid by City and included in Actual Costs of the Fiscal Year in which they are incurred. City shall cooperate fully with Airline in the defense of any case hereunder, and may employ separate counsel in any such action and participate in the defense thereof.

Article XII.

Insurance Requirements.

Section 12.01 Insurance Maintained by Airline. Airline shall maintain, or cause to be maintained, at its own expense, insurance with respect to its property and business against such casualties and contingencies (including but not limited to public liability) in such amounts as are customary in the case of similarly situated persons in the air transportation business, including, without limiting the generality of the foregoing, insurance of the following types in amounts not less than the following amounts:

(a) General liability insurance with bodily injury and property damage limits of liability of $5,000,000 per occurrence, including contractual liability coverage endorsed to include the indemnity agreement in Article XI hereof.

(b) Worker's compensation (and occupational disease) providing statutory benefits under the law of Illinois and employer's liability insurance with limits of liability thereunder of $500,000.

(c) Aircraft public liability and property damage insurance with limits of liability of $5,000,000 per occurrence.

Airline shall furnish to City Comptroller, within ten (10) days after the execution of this Agreement, certificates evidencing such insurance coverage with City as an additional insured, as its interest may appear.

Airline expressly understands and agrees that any insurance protection furnished by Airline hereunder shall in no way limit its responsibility to indemnify City and hold City harmless under the provisions of this Agreement.

If, pursuant to any other agreement between Airline and City, Airline is complying with requirements identical with those of this Article, such compliance shall also serve as compliance with the requirements of this Article.

Section 12.02 Insurance Maintained by City. (a) City shall maintain, or cause to be maintained, insurance with respect to the Airport against such casualties and contingencies and in amounts not less than is reasonably prudent. Without limiting the foregoing, City shall maintain, or cause to be maintained, the following insurance:

(1) With respect to the Terminal Building or any other space at the Airport used for commercial passenger airline operations, insurance against loss or damage under a policy or policies covering such risks as are ordinarily insured against by reasonably prudent operators of airports, including without limiting the generality of the foregoing, fire, lightning, windstorm, hail, floods, explosion, riot, riot attending a strike, civil commotion, damage from aircraft, smoke and uniform standard extended coverage with vandalism and malicious mischief endorsements, and all-risk coverage, limited only as may be provided in the standard form, if any, of such endorsements at the time in use in the State of Illinois. Such insurance shall be maintained in an amount not less than the full insurable replacement value of the insured premises. No policy of insurance shall be written such that the proceeds thereof will produce less, by reason of co-insurance provisions or otherwise, than the full insurable replacement value of the insured

premises. Full insurable replacement value of any insured premises shall be deemed to equal the actual replacement cost of the premises, and shall be determined from time to time, but not less frequently than once every three years, by an architect, contractor, appraiser or appraisal company or one of the insurers, in any case, selected by City. In the event that such determination of full insurable replacement value indicates that the Terminal Building or any other space at the Airport used for commercial passenger airline operations is underinsured, City shall forthwith secure the necessary additional insurance coverage.

(2) For all public areas at the Airport, comprehensive general public liability insurance including blanket contractual liability and personal injury liability (with employee exclusion deleted), and on-premises automobile insurance including owned, non-owned and hired automobiles used and operated by City, protecting City against liability for injuries to persons and property arising out of the existence or operation of the Airport in limits as follows: not less than $100,000,000 per occurrence, and not less than $100,000,000 aggregate, bodily injury and property damage liability, combined single limit.

(3) Boiler or pressure vessel explosion insurance with coverage on a replacement cost basis as provided in subsection (a) (i) of this Section 12.02 for property damage, but any such policy may have a deductible amount not exceeding $10,000. No such policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the first sentence of this subsection (a) (iii) by reason of co-insurance provisions or otherwise.

(b) Each policy of insurance maintained by City under this Section 12.02 shall contain a waiver of subrogation in favor of City and Airline on the part of the insurer. If, at any time, City is obligated under any other agreement then in effect between City and Airline to provide, with respect to premises at the Airport, insurance of the nature and in not less than the amounts described in this Section 12.02, then the provisions of this Section 12.02 shall be subject to the applicable provisions of such other agreement.

(c) City shall, upon request of a Majority-in-Interest, purchase policies of insurance which are additional, in scope or amount of coverage, to those policies described in this Article XII, the costs of which shall be included in Actual Costs for the Fiscal Year in which paid.

(d) City shall furnish to Airline copies of any notices received by City covering any of matters contained in this Article XII.

Article XIII.

Emergency Reserve Fund.

Section 13.01 Establishment and Maintenance of Fund. As of the Effective Date, City shall establish, and thereafter throughout the term of this Agreement, shall maintain a fund ("Emergency Reserve Fund") in accordance with the provisions of this Article XIII.

Section 13.02 Contributions. As of the last day of each month in a Fiscal Year, City shall deposit into the Emergency Fund one-twelfth (1/12th) of the Emergency Reserve Fund Contribution for such Fiscal Year.

Section 13.03 Applications. (a) If as of the end of any Fiscal Year the amount in the Emergency Reserve Fund exceeds an amount equal to one-half (1/2) of the sum of (1) the O&M Costs for such Fiscal Year and (2) the Capital Funds Contribution for such Fiscal Year, then City shall thereupon withdraw from the Emergency Reserve Fund an amount equal to such excess and include such amount in Actual Revenues for such Fiscal Year.

(b) In the event any payment on account of any awards, judgments or settlement resulting from any of the events described in Section 11.01 (a) (i) becomes due and payable in any Fiscal Year, City shall withdraw from the Emergency Reserve Fund an amount equal to the lesser of (1) the amount of such payment or (2) the balance of the Emergency Reserve Fund less an amount equal to twenty-five percent (25%) of the O&M Costs for the Previous Fiscal Year, and shall apply such amount to such payment.

(c) During any Fiscal Year for which, pursuant to City's option under Section 5.02, the Landing Fee Rate is the Alternative Landing Fee Rate, City may, at the time it issues to Airline Parties invoices for Landing Fees during such Fiscal Year, withdraw from the Emergency Reserve Fund an amount equal to the amount by which:

(1) the produce of (A) the aggregate amount of all such invoices to all Airline Parties and (B) the ratio of the Projected Landing Fee Rate for such Fiscal Year to the Alternative Landing Fee Rate

exceeds

(2) the aggregate amount of such invoices, and reduce the amount of such invoices accordingly.

(d) At any time when the Projected Landing Fee Rate becomes greater than the Alternative Landing Fee Rate, and City does not exercise its option under Section 5.02, City shall, prior to charging Airline the Projected Landing Fee Rate, withdraw from the Emergency Reserve Fund an amount equal to the lesser of (1) the amount necessary to be contributed to Actual Revenues in order for the Landing Fee Rate to equal the Alternative Projected Landing Fee Rate or (2) the balance of the Emergency Reserve Fund less an amount equal to twenty-five percent (25%) of the O&M Costs for the Previous Fiscal Year. Once City has made a withdrawal from the Emergency Reserve Fund in accordance with this subsection, City may charge Airline the Projected Landing Fee Rate.

(e) City may make payments out of the Emergency Reserve Fund to the extent there are:

(1) Actual Revenues, Landing Fees due from any Airline Party, or indemnification payments under Article XI unpaid when due and reasonably deemed uncollectible by City after reasonable collection efforts;

(2) extraordinary costs of operating or maintaining the Airport; or

(3) costs or revenues shortfalls resulting from the termination of this or any other Airport Use Agreement.

Section 13.04 Investment. Funds deposited in the Emergency Reserve Fund shall be invested in accordance with applicable law. Any earnings from such investments shall be deposited in the Emergency Reserve Fund and any losses from such investments shall be borne by the Emergency Reserve Fund.

Article XIV.

Capital Funds.

Section 14.01 Creation of Capital Funds. As of the Effective Date, City shall establish, and thereafter maintain throughout the term of this Agreement, two funds, designated the Capital Reserve Fund and the Capital Project Fund, respectively.

Section 14.02 Contributions. (a) As of the last day of each month in a Fiscal Year, City shall deposit one-twelfth (1/12th) of the Capital Funds Contribution for that Fiscal Year as follows:

(1) first, to the Capital Reserve Fund the amount (if any) necessary to cause the total amount in the Capital Reserve Fund to equal the Capital Reserve Fund Limit on the date of such deposit, or if the entire such Capital Funds Contribution is not sufficient for that purpose, then the entire Capital Funds Contribution; and

(2) second, to the Capital Project Fund, any remaining amount (which may be all) of such Capital Funds Contribution.

(b) As of the last day of each Fiscal Year, after all deposits required by Section 14.02 as of that day have been made, City shall (1) withdraw from the Capital Reserve Fund the entire amount in excess of the Capital Reserve Fund Limit, and deposit such excess amount in the Capital Project Fund, and then (2) withdraw from the Capital Project Fund the entire amount in excess of $1,200,000, and include such excess amount in Actual Revenues for such Fiscal Year.

(c) As used in this Section 14.02, "Capital Reserve Fund Limit" means (1) for Fiscal Year 1985, $600,000, and (2) for Fiscal Year 1986 and thereafter, the Capital Reserve Fund Limit for the Previous Fiscal Year multiplied by the C.P.I. Rate.

Section 14.03 Payment of Capital Costs. Capital Costs in any Fiscal Year shall be paid from amounts available on the date of payment from the following sources in the following order:

(a) first, to the extent permitted under Section 14.06, from amounts in the Capital Project Fund, until exhausted;

(b) second, to the extent permitted under Section 14.06, from Airport Revenues and Landing Fees of all Airline Parties to the extent of O&M Capital Costs, until exhausted; and

(c) third, from amounts in the Capital Reserve Fund.

No amounts shall be paid from the Capital Reserve Fund for a Fiscal Year with respect to a Capital Improvement for which (1) City requested Majority-in- Interest approval prior to the December 1 immediately preceding the Fiscal Year, and (2) Majority-in-Interest approval in writing was received by City on or after January 1 of such Fiscal Year.

Section 14.04 Investment. Amounts in each of the Capital Funds shall be invested in accordance with applicable law. Earnings shall be retained in, and losses shall be borne by, the respective Capital Funds.

Section 14.05 Approval of Certain Capital Projects. (a) In the event any Airline Party requests approval of a capital project as a Capital Improvement, and City approves, City shall use its best efforts to obtain approval of such capital project by the Majority-in-Interest.

(b) Nothing in this Article XIV shall be construed to prevent, regulate or otherwise affect funding or approval of capital projects which are not funded in whole or in part under this Article XIV.

Section 14.06 Capital Expenditure Limit. (a) For any Fiscal Year, the sum of O&M Capital Costs and Capital Project Fund Capital Costs shall not exceed the Capital Expenditure Limit. As used in this Section 14.06, "Capital Expenditure Limit" means (1) for Fiscal Year 1985, $1,000,000, and (2) for Fiscal Years 1986 and thereafter the sum of (A) $1,000,000 multiplied by the Capital Expenditure Limit Inflator and (B) the amount by which the Capital Expenditure Limit for the Previous Fiscal Year exceeded the sum of actual O&M Capital Costs and Capital Project Fund Capital Costs for the previous Fiscal Year; provided, however, that the Capital Expenditure Limit in any Fiscal Year after and including Fiscal Year 1986 shall not be less than the Capital Expenditure Limit for the Previous Fiscal Year. As used in this Section 14.06, "Capital Expenditure Limit Inflator" means, for any Fiscal Year, a number equal to the C.P.I. Rate for such year minus 4.5 percent (4.5%).

(b) During any period between (1) the time in which the budget for a Fiscal year is prepared and approved and (2) the time actual O&M Capital Costs and Capital Project Fund Capital Costs for the previous Fiscal Year and the current Fiscal Year are determined, City shall reasonably estimate the Capital Expenditure Limit for each such Fiscal Year, to be adjusted as and when actual O&M Capital Costs and Capital Project Fund Capital Costs are determined.

(c) Notwithstanding any other provisions of this Section 14.06, the Capital Expenditure Limit for any Fiscal Year may be increased with the approval of the Majority-in-Interest.

Article XV.

Termination By City.

Section 15.01 Termination By City. City may terminate this Agreement by giving Airline sixty (60) days advance notice in writing upon or after the happening and during the continuance of any one of the following events (each an "Event of Default"):

(a) The filing by Airline of a voluntary petition in bankruptcy.

(b) The institution of proceedings in bankruptcy against Airline and the final adjudication of Airline as a bankruptcy pursuant to such proceedings.

(c) The taking by a court of competent jurisdiction for a period of sixty (60) days of all or substantially all of Airline's assets pursuant to proceedings brought under the provisions of any Federal reorganization act.

(d) The appointment of a receiver of all or substantially all of Airline's assets and Airline's failure to vacate such appointment within sixty (60) days thereafter.

(e) The assignment by Airline of all or substantially all of its assets for the benefit of its creditors.

(f) The abandonment by Airline of all or substantially all of its conduct of its air transportation business at the Airport.

(g) The default by Airline in the performance of any covenant or agreement required to be performed by Airline herein and the failure of Airline to remedy such default, or to take prompt action to remedy such default, within a period of sixty (60) days after receipt from City of notice to remedy the same.

No waiver by City of default of any of the terms, covenants or conditions hereof to be performed, kept, and observed by Airline shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants, and conditions.

Article XVI.

Termination By Airline.

Section 16.01 Termination By Airline. Airline may terminate this Agreement and any or all of its obligations hereunder: (a) at any time that Airline is not in default in the payment of any amount due from it to City hereunder by giving City sixty (60) days advance notice in writing upon or after the happening and during the continuance of any one of the following events:

(1) The failure or refusal of the Federal Aviation Administration to approve all weather operations into and from the Airport of Aircraft (a) similar in purpose and function to those used by Airline on the date of this Agreement and (b) operated by Airline in scheduled air transportation using facilities similar to those at the Airport and the continuance thereof for a period of at least sixty (60) days.

(2) The issuance of any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Airline's use of the Airport in its conduct of its air transportation business and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least sixty (60) days.

(3) The issuance of any order, rule or regulation or the taking of any action by the Federal Aviation Administration or other competent government authority, or the occurrence of any fire, or other casualty, not caused by the intentional or negligent act of Airline, act of God or the public enemy, substantially affecting, for a period of at least sixty (60) days, Airline's use of the Airport in its conduct of an air transportation system.

(4) The default by City in the performance of any covenant or agreement required to be performed by City herein or in any other agreement between City and Airline relating to the Airport or any part thereof, and the failure of City to remedy such default within a period of sixty (60) days after receipt from Airline of written notice to remedy the same, or if such default cannot be remedied within such sixty (60) day period, the failure of City to commence such remedy within such sixty (60) day period and to thereafter continuously and diligently prosecute such remedy to completion.

(5) The substantial restriction of City's operation of the Airport by action of the Federal Government, or any department or agency thereof, under its wartime or emergency powers, or by action of the State of Illinois, or any department or agency thereof, and continuance thereof for a peirod of not less than sixty (60) days, provided such restriction adversely affects Airline's operations at the Airport.

or (b) by written notice to City within ten (10) business days after Airline receives notice that the Landing Fee Rate will be greater than the Alternative Landing Fee Rate, with such termination to be effective on a date stated by Airline in its notice of termination which date is not less than six (6) months from the date City receives such notice of termination; provided, however, that:

(1) City shall have the right at any time subsequent to receipt of notice from Airline under this Section 16.01 (b) and prior to actual termination by Airline to render Airline's termination void and ineffective by electing to charge Airline the Alternative Landing Fee Rate in lieu of the Projected Landing Fee Rate; and

(2) Airline's termination under this Section 16.01 (b) shall be rendered void and ineffective if, at any time during the six (6) month period subsequent to Airline's giving notice of termination hereunder, (A) the Projected Landing fee Rate is adjusted to a level equal to or less than the Alternative Landing Fee Rate, or (B) the Alternative Landing Fee Rate is adjusted to a level equal to or greater than the Projected Landing Fee Rate.

Upon the exercise of any right of termination, at the option of the City, all agreements, and leases entered into between Airline and City relating to the Airport shall likewise stand terminated.

No waiver by Airline of default of any of the terms, covenants, or conditions hereof, or of any other agreement between City and Airline relating to the Airport or any part thereof,

to be performed, kept, and observed by City shall be construed to be or act as a waiver of any subsequent default of any such terms, covenants, and conditions.

Article XVII.

Right Of Airline To Remove Equipment And

Right Of City To Purchase Equipment.

Section 17.01 Right of Airline to Remove Equipment. Airline shall be entitled during the term of this Agreement and for a reasonable time after its termination, not to exceed sixty (60) days, to remove from the Airport, or any part thereof, all aircraft, trade fixtures, tools, machinery, equipment, materials, and supplies placed thereon by it pursuant to this Agreement ("Equipment"), subject, however, to any valid lien which City may have thereon for unpaid fees or other amounts, payable by Airline to City hereunder or under any other agreement between City and Airline relating to the Airport or any part thereof, and provided that Airline shall repair all damage resulting from such removal. For purposes of this Article, the Equipment shall include passenger loading bridges, but shall not include stairways installed for the purpose of facilitating the use of passenger loading bridges. Airline agrees that, upon termination of this Agreement, such stairways shall become the property of City.

Section 17.02 Right of City to Purchase Equipment. In the event that (i) Airline, by its own action or by the action of others, becomes involved in bankruptcy proceedings which provide for the sale of some or all of Airline's passenger loading bridges, or (ii) Airline offers for sale to any third party some or all of Airline's passenger loading bridges, City shall have a right of first refusal with respect to such sale, whereby City shall have the right to purchase such passenger loading bridges on the terms and conditions accepted by the trustee in bankruptcy or the third party purchaser, as the case may be, for such sale.

Article XVIII.

Abatement Of Rent.

Section 18.01 Abatement for Untenantable Premises and Closing of the Airport. Airline shall not be obligated to operate Airline's Premises or to pay Rent therefore during any time when all of Airline's Premises shall be untenantable as reasonably determined by the Commissioner of Aviation, through no fault or negligence of Airline, its employees and agents. In the event Airline's Premises is partially untenantable, as reasonably determined by the Commissioner of Aviation, through no fault or negligence of Airline, its employees and agents, Airline shall not be obligated to operate such part of Airline's Premises and Airline's rental hereunder shall be proportionately and equatably abated. In the event that the Airport shall be closed for any period of time in excess of five (5) days by any order or direction of City other than for weather or for normal maintenance and repair, or by any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction, the rental shall abate for the period of such closing.

Article XIX.

Special Provisions.

Section 19.01 Non-Party Landing Fees. (a) City shall charge a fee ("Non- Party Landing Fee") for each Fee Landing of any aircraft operated by a Non- Party. The Non-Party Landing Fee shall be the greater of the minimum landing fee established by City or the product of (i) the F.A.A. certificated maximum landing weight of such Non-Party aircraft and (ii) the Non-Party Landing Fee Rate.

(b) The Non-Party Landing Fee Rate for any Fiscal Year or any portion thereof shall be not less than one hundred twenty percent (120%) of the Projected Landing Fee Rate for such Fiscal Year or such portion thereof.

Section 19.02 Government Functions. (a) Nothing contained herein shall impair the right of City in the exercise of its governmental functions to require Airline to pay any tax or inspection fees or to procure necessary permits or licenses, provided such requirement is not inconsistent with the rights and privileges granted to Airline hereunder.

(b) Except as provided in subsection 2.02(c), City shall have no control over the rates, fares or charges that Airline may prescribe in connection with the conduct of its business.

Section 19.03 Prohibition Against Operation of Ground Transportation. Except as provided in subsection 2.03(b), nothing contained herein shall be deemed to be the grant of any franchise, license, permit or consent to Airline to operate motor coaches, buses, taxicabs or other vehicle carrying passengers or property for hire or other consideration over the public ways to and from the airport.

Section 19.04 Parity of Treatment. City shall not hereafter grant to any air transportation company in competition with Airline any rights or privileges at the Airport of a character or on a basis more favorable to such company than those granted or available to Airline, and the effect of which is to place Airline at a competitive disadvantage. For purposes of this Section 19.04, the term for which Airline or any other Carrier rents all or a portion of its premises at the Airport under an Airport Use Agreement shall not constitute either a right or a privilege.

Section 19.05 Consents and Approvals. Consents and approvals by the Commissioner of Public Works, or the Commissioner of Aviation, as the case may be, shall be in writing and shall not be unreasonably withheld.

Section 19.06 Notices. All notices to City provided for herein shall be in writing and shall be hand delivered or sent by registered or certified mail, postage prepaid, addressed to the Commissioner of Aviation, 121 North LaSalle Street, Room 1111, City Hall, Chicago, Illinois, 60602, or to such other address as City may designate from time to time by written notice to Airline, and shall be deemed given upon receipt by City. All notices to Airline provided for herein shall be in writing and shall be hand delivered or sent by registered or certified mail, postage prepaid, addressed to Airline at _____ _____ with a copy to the same address, Attention: Controller, or to such other address as Airline may designate from time to time by written notice to City, and shall be deemed given upon receipt by Airline.

Section 19.07 Separability. In the event any covenant, phrase, clause, paragraph, Article, Section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, Article, Section, condition or provision shall in no way affect any other covenant, phrase, clause paragraph, Article, Section, condition or provision herein contained.

Section 19.08 Assignment. Airline shall not assign this Agreement and its rights hereunder, in whole, except with the prior consent of the City Council of City, or in part, except with the prior consent of the Commissioner of Aviation; provided, however, the foregoing shall not prevent the assignment of this Agreement and of Airline's rights hereunder to any corporation into or with which Airline may merge or consolidate, or which may succeed to the business and assets of Airline.

Section 19.09 No Abatement or Set-Off. Except as provided in Article XVIII hereof, Airline shall not abate, suspend, postpone, set-off or discontinue any payments of Base Rent, Terminal Use Charges, Landing Fees or any other amounts which it is obligated to pay hereunder. Nothing contained in this Section 19.09 shall release City from the performance of any of its obligations under this Agreement. In the event City fails to perform any of its obligations herein contained, Airline may institute such action against City as Airline deems necessary to compel performance, so long as such action does not abrogate Airline's obligations to make such payments unless a court of competent jurisdiction determines otherwise in a final, unappealable order or in an order for which the time for appeal has elapsed and no appeal has been taken.

Section 19.10 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder.

Section 19.11 Remedies Cumulative. The rights and remedies hereunder are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Section 19.12 Headings. The Article and Section headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope of intent of any provisions of this Agreement.

Section 19.13 Successors and Assigns. All of the covenants, stipulations and agreements herein contained shall, subject to the provisions of Section 19.08 hereof, inure to the benefit of and be binding upon the successors and signs of the parties hereto.

Section 19.14 Construction. This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Section 19.15 Counterparts. This Agreement has been executed in several counterparts, each of which shall be an original, and all collectively but one instrument.

Section 19.16 Authorization. Execution of this Agreement was authorized by ordinance of the City Council of the City of Chicago passed on _____ (C.J.P. pp. _____).

Section 19.17 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Agreement is intended or shall be construed to give to any person other than the parties hereto, any legal or equitable right, remedy or claim under or in respect to this Agreement. This Agreement and all of the covenants, conditions and provisions hereof are intended to be and are for the sole and exclusive benefits of the parties hereto.

In Witness Whereof, the City of Chicago has caused this Agreement to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City of Chicago, and its seal to be hereunto affixed and attested by the City Clerk of the City of Chicago, and _____ has caused this Agreement to be executed on its behalf by its _____ President and its corporate seal to be hereunto affixed and attested by its _____ Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

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

[Signature forms omitted for printing purposes.]

[Exhibits A, B, D and E printed on pages 890 through 898 of this Journal.]

Exhibits C, F and G attached to this ordinance read as follows:

Exhibit C.

Permitted Exception To Prohibition Against Ground Transportation Activities [Section 2.03(b)(iv)].

1. Valet parking services provided by a contractor chosen by City and approved by Airline, provided that Airline's approval shall not be unreasonably withheld.

Exhibit F.

Area Of Airline's Premises In Square Feet United Airlines, Inc.

Exclusive Use Premises

Ticket Area	875
Baggage Operations	3,625
Office Space	2,398
	6,898

Preferential Use Premises

Holdroom Space	2,310
Ramp Area	51,984
Sub Total:	54,294
Total:	61,192

SUMMARY: Square feet in Exclusive Use Premises [§2.01(b)]:	6,898
Square feet in Preferential Use Premises [§2.02(b)]:	54,294
Square feet of Terminal Building space (total square feet minus Ramp Area) [§3.02(a); §4.01(b)(i):	9,208
Square feet of Ramp Area [§4.01(b)(ii)]:	51,984

Exhibit G.

Initial Term For United Airlines, Inc.

The Initial Term for this Agreement shall commence on _____the date of authorizing ordinance of the City Council and terminating on December 31, 1991, unless otherwise terminated as provided in this Agreement.

EXECUTION OF INTERNATIONAL TERMINAL/TERMINAL 4 FACILITIES LEASE WITH IBERIA LINEAS AEREAS DE ESPANA, S.A. FOR PREMISES AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

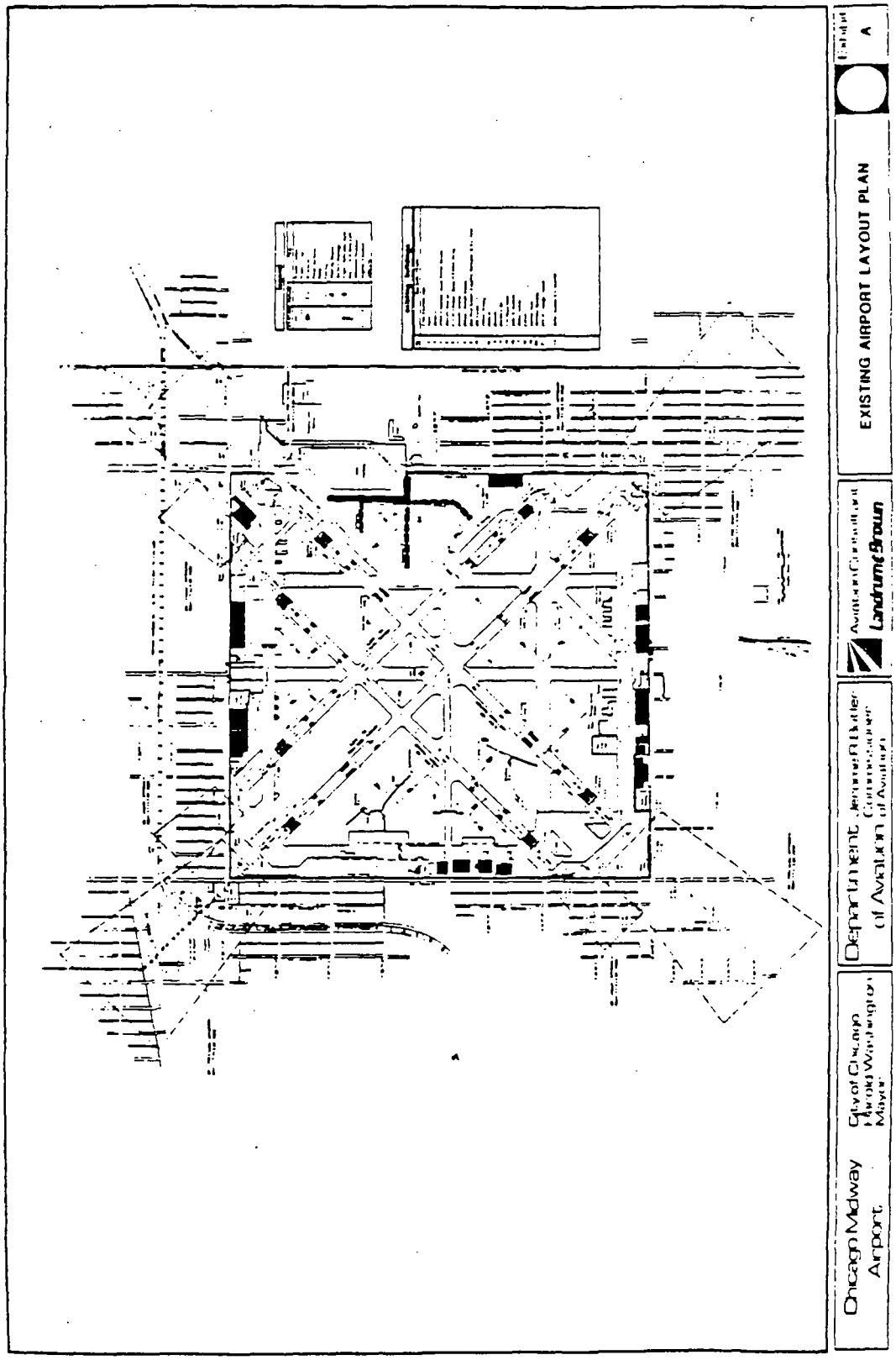
CHICAGO, June 2, 1987.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance authorizing the Mayor to execute an International Terminal/Terminal 4 Facilities Lease with Iberia Lineas Aereas De Espana, S.A. for premises at Chicago-O'Hare International Airport, (which was referred on April 1, 1987) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

(Continued on page 899)


EXISTING AIRPORT LAYOUT PLAN
Landrum&Brown
Chicago Midway Airport
City of Chicago
Harold Washington
Mayor

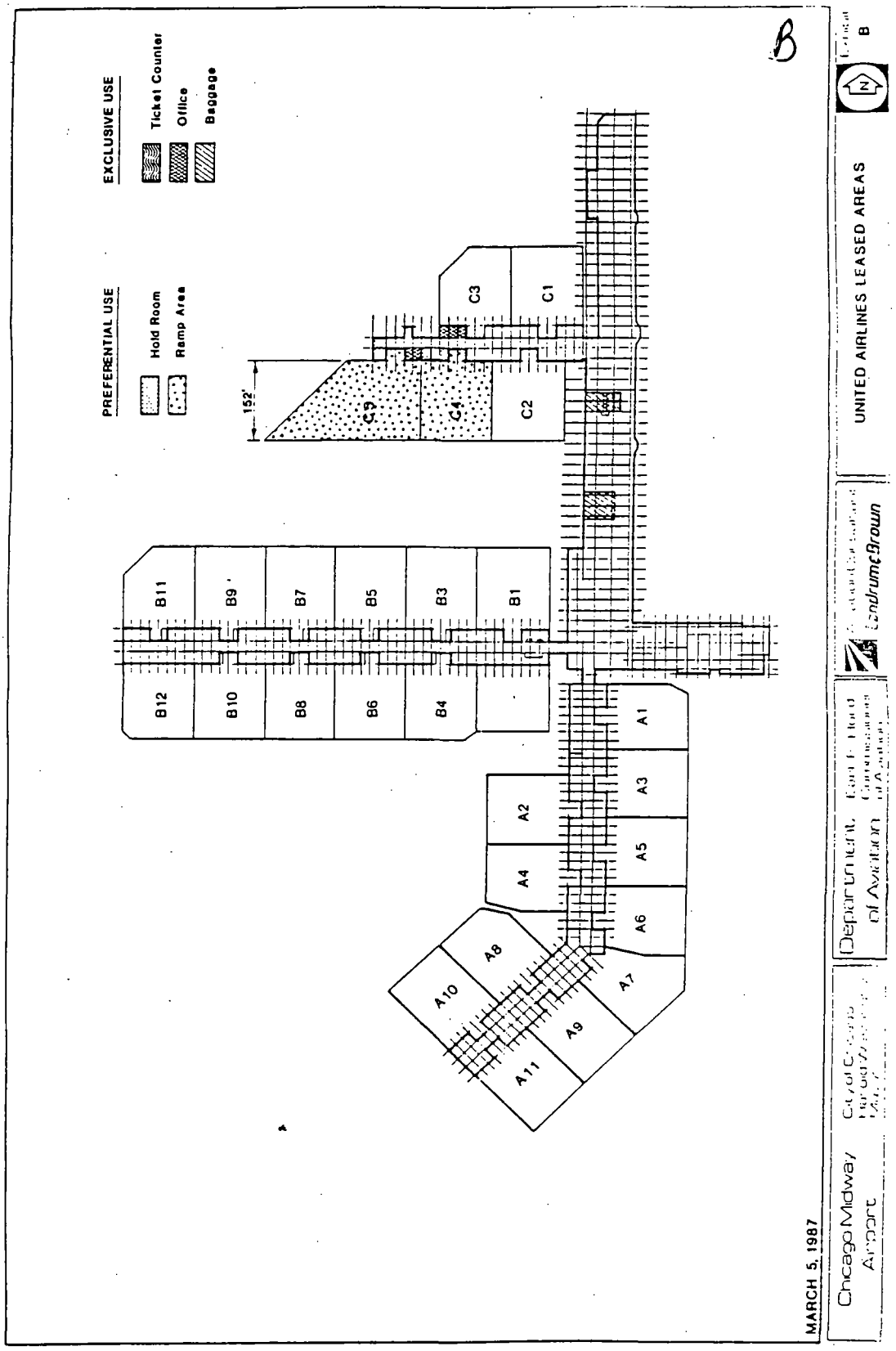

B
EXCLUSIVE USE
Ticket Counter
Office
Baggage
PREFERENTIAL USE
Hold Room
Ramp Area
152'
C3
C1
C2
C4
C5
B11
B9
B7
B5
B3
B1
B12
B10
B8
B6
B4
A1
A2
A3
A4
A5
A6
A7
A8
A9
A10
A11
UNITED AIRLINES LEASED AREAS
B
MARCH 5, 1987
Chicago Midway Airport
Department of Aviation
Landrum&Brown

EXHIBIT D Page 1

CITY OF CHICAGO DEPARTMENT OF AVIATION
MIDWAY DEVELOPMENT PROGRAM EXHIBIT 1

PROJ NUMBER	NAME/DESCRIPTION	CITY	FEDERAL	STATE	OTHER	TOTAL
MDW-2066-04	DESIGN NORTH AIRFIELD DRAINAGE	18,750	337,500	18,750		375,000
	AMMENDMENT 4 TO A. EPSTEIN CONTRACT TO COVER WORKING DWGS FOR NORTH AIRFIELD DRAINAGE REHABILITATION.					
MDW-2066-05	RECNSTR OF SOUTH ARFLD DRAINAGE PHASE 1	4,800	86,400	4,800		96,000
	IMPLEMENTATION OF MASTER DRAINAGE STUDY AS IT APPLIES TO THE SOUTH AIRFIELD DRAINAGE SYSTEM THROUGH THE BECKETT SITE. CONSTRUCTION AND SUPERVISION ONLY.					
MDW-2068	EASEMENT OFF 13R & 31L	6,701	120,618	6,701		134,020
	ACQUISITION OF EIGHT AVIGATION EASEMENTS BETWEEN SOUTH ARCHER AVENUE AND THE RAILROAD FOR THE EXISTING APPROACH LIGHT SYSTEM (ALS) ON 13R AND ACQUISITION OF EASEMENTS ON TWO PROPERTIES OFF 63RD STREET AND CICERO AVE FOR THE INSTALLATION OF LEAD IN LIGHTS ON 31L.					
MDW-3023	CONSTRUCT 4R-22L PARALLEL TAXIWAY	206,103	3,709,857	206,103		4,122,063
	CONSTRUCTION OF A PARALLEL TAXIWAY ON THE EAST SIDE OF RUNWAY 4R/22L APPROXIMATELY 2,500 FEET LONG WITH ONE HIGH SPEED AND TWO 90 DEGREE EXITS.					
MDW-3023-01	4R-22L PARALLEL TAXIWAY - SEWER WORK	16,107	289,922	16,107		322,136
	SEWER DEPARTMENT WORK ON 4R-22L PARALLEL TAXIWAY PROJECT.					
MDW-3036	NEW RUNWAY & PARALLEL TAXIWAY 13R/31L	613,858	11,049,436	613,858		12,277,151
	CONSTRUCTION OF A PARALLEL RUNWAY & TAXIWAY SOUTH OF THE EXISTING RUNWAY 13R - 31L APPROXIMATELY 3,850 FEET LONG WITH ONE 90 DEGREE EXIT AND ONE HIGH SPEED 30 DEGREE EXIT. INCORPORATES FORMER MDW-4016 TAXIWAY PROJECT.					
MDW-3036-01	13R/31L RW & TAXIWAY - SEWERAGE WORK	42,500	765,000	42,500		850,000
	WORK TO BE DONE BY THE DEPARTMENT OF SEWERS IN CONJUNCTION WITH 13R/31L RUNWAY AND PARLLEL TAXIWAY PROJECT.					
MDW-3038	WEST N/S TAXIWAY CONST	86,963	1,565,325	86,963		1,739,250
	CONSTRUCT A NEW WEST N/S TAXIWAY TO PROVIDE ACCESS FOR THE WEST TRIANGLE AREA DEVELOPMENT. THIS WILL PROVIDE ACCESS TO RUNWAY 4L-22R AND TO THE NEW 13R-31L RUNWAY FROM THE WEST SIDE PARKING APRON.					
MDW-4016	RELOC 13R GLIDE SLOPE INDIC	10,350	186,300	10,350		207,000
	THE EXISTING GLIDE SLOPE INDICATOR IS BEING RELOCATED NORTHEASTWARD OF PRESENT LOCATION					

EXHIBIT D Page 2

CITY OF CHICAGO DEPARTMENT OF AVIATION
MIDWAY DEVELOPMENT PROGRAM EXHIBIT 1

PROJ NUMBER	NAME/DESCRIPTION	CITY	FEDERAL	STATE	OTHER	TOTAL
MDW-4019-01	INSTALLATION SCTY EQUIPMENT	13,450	121,050			134,5[illegible]
	INSTALL ALL THE NECESSARY EQUIPMENT, RADIOS, TV, CAMERAS AND MONITORS FOR SECURITY					
MDW-4019-02	AIRPORT SAFETY EQUIPMENT	22,000	198,000			220,0[illegible]
	PURCHASE AIRPORT SAFETY EQUIPMENT, INCLUDING A MU-METER VEHICLE, AND RUNWAY SENSORS.					
MDW-5109-01	ALLADIN HOTEL/ACQUISITION & RELOC	24,800	446,400	24,800		496,00[illegible]
	ACQUIRE ALLADIN HOTEL AND RELOCATE RESIDENTS					
MDW-5109-02	ALLADIN HOTEL/DEMOLITION	1,480	26,640	1,480		29,60[illegible]
	DEMOLISH ALLADIN HOTEL TO IMPROVE OPERATIONAL CAPABILITY OF RWY 4R. PART OF OBSTRUCTION REMOVAL PROGRAM.					
MDW-5114	LAND ACQUISITION - BELT RAILROAD	21,250	382,500	21,250		425,00[illegible]
	ACQUIRE 5.937 ACRES OF LAND OWNED BY THE BELT RAILROAD COMPANY.					
MDW-5115-01	TERMINAL ROADWAY IMPROVEMENT PHASE 1	23,117				23,117
	DEVELOP BUS ACCESS TO INNER TRAFFIC LANE BY CUTTING ACCESS WAY THROUGH EXISTING CANOPY & MEDIAN.					
	TOTAL	1,112,229	19,284,948	1,053,662		21,450,83[illegible]

EXHIBIT D Page 3

CITY OF CHICAGO DEPARTMENT OF AVIATION
MIDWAY DEVELOPMENT PROGRAM EXHIBIT 3

PROJ NUMBER	NAME/DESCRIPTION	CITY	FEDERAL	STATE	OTHER	TOTAL
MDW-3059-02	PARKING LOT RESURFACING/RECONFIG PHASE 2	315,000				315,000
	INCREASE SCOPE OF MAIN PARKING LOT RENOVATION AND RECONFIGURATION. PROJECT NOW INCLUDES RESTRIPING AND SIGNAGE.					
MDW-3059-03	PARKING LOT RESURFACING/RECONFIG PHASE 3	115,000				115,000
	COMPLETION OF MAIN PARKING LOT RENOVATION AND RECONFIGURATION. INCLUDES WORK NECESSARY TO RECAPTURE RENTAL CAR LANE FOR PARKING, STRIPING, COMPLETION OF THIRD EXIT LANE, AND PARKING OFFICE.					
MDW-6103	PARKING LOT / EAST OF CICERO / CONST	295,000				295,000
	CONSTRUCT APPROX 500 CAR PARKING LOT EAST OF CICERO AVENUE ON CURRENT ZAYRE PARKING LOT. LAND TO BE ACQUIRED BY CTA AS PART OF THE SOUTHWEST RAPID TRANSIT EXPANSION.					
MDW-6107	COMPLETION OF DELUGE SYSTEM FEEDER LINES	135,000				135,000
	NON-FEDERALLY FUNDED WORK NECESSARY TO INSTALL DELUGE SYSTEM FEEDERS UNDER SOUTH TAXIWAY AND WEST N/S TAXIWAY TO TENANT LEASE LINES.					
MDW-6109	CDB 2D-REPLACE OVHD DOORS-BAGGAGE AREA	31,000				31,000
	REPLACE 6 OVERHEAD TYPE DOORS IN THE BAGGAGE HANDLING AREA WITH INDUSTRIAL GRADE, FLEXIBLE IMPACT TRAFFIC DOORS. THESE DOORS SHALL BE SINGLE ACTING, SELF CLOSING, INSULATED RUBBER TYPE WITH A CLEAR PLEXIGLASS PANEL IN EACH LEAF.					
	TOTAL	1,006,000				1,006,000

EXHIBIT E Page 1

CITY OF CHICAGO DEPARTMENT OF AVIATION
MIDWAY DEVELOPMENT PROGRAM EXHIBIT 2

PROJ NUMBER	NAME/DESCRIPTION	CITY	FEDERAL	STATE	OTHER	TOTAL
MDW-2040	AIRPT MAINTENANCE FACILITY	1,375,000	1,125,000			2,500,000
	PREPARE A PROGRAM FOR THE DEVELOPMENT OF A NEW AIRPORT MAINTENANCE FACILITY TO BE LOCATED IN THE SOUTH INNER TRIANGLE AT MIDWAY, UTILIZING EXISTING MAINTENANCE STRUCTURE TO BE RELOCATED FROM O'HARE AIRPORT.					
MDW-2050	ESMARK HANGAR DEMOLITION	14,240	256,320	14,240		284,800
	DEMOLITION OF THE ESMARK HANGAR, NEAR THE 55TH AND CICERO INTERSECTION AND UNWANTED PAVEMENT WHICH ARE OBSTRUCTIONS ON RUNWAY 22L AND 22R.					
MDW-2066-02	RECONSTR OF SOUTH AIRFIELD DRAINAGE	33,750	607,500	33,750		675,000
	IMPLEMENTATION OF MASTER DRAINAGE STUDY AS IT APPLIES TO THE SOUTH AIRFIELD DRAINAGE SYSTEM. CONSTRUCTION AND SUPERVISION ONLY.					
MDW-2066-03	RECONSTR OF NORTH AIRFIELD DRAINAGE	60,000	1,080,000	60,000		1,200,000
	IMPLEMENTATION OF MASTER DRAINAGE STUDY AS IT APPLIES TO THE NORTH AIRFIELD DRAINAGE SYSTEM. CONSTRUCTION AND SUPERVISION ONLY.					
MDW-2066-06	RECNSTR OF SOUTH ARFLD DRAINAGE PHASE 2	7,000	126,000	7,000		140,000
	FEDERALLY FUNDED SEWERAGE WORK IN THE SOUTH TRIANGLE DEVELOPMENT AREA. WORK CONSISTS OF LINE RUNNING PARALLEL TO AAA AERO SITE AND CONNECTING TO CICERO AVE OUTFALL.					
MDW-3028-01	OBSTRUCTION REMOVAL - CONTINENTAL SALES	1,250	22,500	1,250		25,000
	PREPARE APPRAISAL/S OF THE COST TO REMOVE AN ADVERTISING SIGN ATOP THE CONTINENTAL SALES DISCOUNT FOODS STORE LOCATED AT 6333 S. CICERO AVE. APPRAISAL TO BE USED FOR NEGOTIATIONS WITH OWNER AND POSSIBLE CITY ACQUISITION.					
MDW-3028-02	OBSTRUCTION REMOVAL-WEST SIDE CICERO	3,650	65,700	3,650		73,000
	ACQUIRE A BILLBOARD TYPE SIGN OPERATED BY FOSTER & KLEISER ON THE WEST SIDE OF CICERO AVE APPROXIMATELY 340' SOUTH OF 63RD ST. ACQUISITION SHOULD INCLUDE REMOVAL AND HAUL AWAY OF ALL MATERIALS AND STRUCTURE TO RESTORE SITE TO ORIGINAL CONDITION.					
MDW-3031	4R/22R SHOULDERS/LIGHTING/DRAIN	123,684	2,226,305	123,684		2,473,673
	RECONSTRUCTION OF RUNWAY 4R/22L SHOULDERS, CONSTRUCTION OF EDGE DRAINS AND REWIRING AND RELIGHTING OF (HIRL) HIGH INTENSITY RUNWAY LIGHTS.					

EXHIBIT E Page 2

CITY OF CHICAGO DEPARTMENT OF AVIATION
MIDWAY DEVELOPMENT PROGRAM EXHIBIT 2

PROJ NUMBER	NAME/DESCRIPTION	CITY	FEDERAL	STATE	OTHER	TOTAL
MDW-3032	13R/31L SHOULDERS/LIGHTING/DRAIN	116,020	2,088,367	116,020		2,320,407
	RECONSTRUCTION OF RUNWAY 13R/31L SHOULDERS, CONSTRUCTION OF EDGE DRAINS, AND REWIRING AND RELIGHTING OF (HIRL) HIGH INTENSITY RUNWAY LIGHTS.					
MDW-3033	OVERLAY EXISTING RUNWAY 4L-22R	228,000	4,104,000	228,000		4,560,000
	RUNWAY 4L/22R WILL BE OVERLAID TO A WIDTH OF 60' FOR APPROX 4000 FT OF LENGTH. PROJECT WILL INVOLVE A COMBINATION OF CONCRETE AND ASPHALT OVERLAY, NO SHOULDERS, AND RELOCATION OF EXISTING RW/TW LIGHTS TO ACCOMODATE NEW WIDTH.					
MDW-3042	W.INFIELD TRNGLE RDWAY/UTILTY DEVLPMNT	213,000		213,000		426,000
	CONSTRUCT ACCESS ROAD AND UTILITIES FROM CENTRAL AVENUE TO THE WEST AIRFIELD TRIANGLE. INCLUDES WATER MAIN TO BE BROUGHT FROM CENTRAL AVE AND METER VAULT.					
MDW-3065-01	LAND ACQUISITION-4.5 A FOR CICERO R.O.W.	60,000	1,080,000	60,000		1,200,000
	ACQUIRE APPROXIMATELY 4.5 ACRES OF LAND BEGINNING AT AIRPORT BOUNDARY AND EXTENDING NORTHWARD PARALLEL TO CICERO AVE. ALONG THE NEWLY DESIGNATED RIGHT OF WAY FOR CICERO.					
MDW-4010-01	CONST PARALLEL TAXIWAY 4L/22R PHASE 1	75,750	1,363,500	75,750		1,515,000
	CONSTRUCT GENERAL AVIATION STRENGTH TAXIWAY PARALLEL TO RUNWAY 4L-22R FROM SOUTHERN EDGE OF WEST TRIANGLE RAMP TO EXISTING RUNWAY 13L-31R. PHASE 2 WILL COMPLETE THE TAXIWAY THROUGHT TO THE NE CORNER OF THE NORTH TRAINGLE AREA.					
MDW-4010-02	CONSTR PARALLEL TAXIWAY 4L-22R - PHASE 2	73,750	1,327,500	73,750		1,475,000
	CONSTRUCT STRENGTH TAXIWAY PARALLEL TO RUNWAY 4L-22R NORTH FROM RUNWAY 13L-31R TO NORTHEAST CORNER OF THE NORTH TRIANGLE. PROJECT SCOPE TO INCLUDE SOME PORTION OF THE NORTH AIRFIELD DRAINAGE RECONSTRUCTION.					
MDW-4017	RECONFIGURE AIRPORT SERVICE ROAD - 31/R	19,400	349,200	19,400		388,000
	RECONFIGURATION OF AIRPORT SERVICE ROAD AT THE END OF NEW RUNWAY 31R TO ACCOMMODATE CHANGE IN ALP.					
MDW-4020-01	TERMINAL SIGNAGE PROGRAM	62,500	62,500			125,000
	PHASE 1 SIGNAGE PROGRAM FOR MIDWAY AIRPORT TO INCLUDE: - ESTABLISHING GRAPHIC STANDARDS FOR ALL DIRECTIONAL, TENANT AND FASCIA SIGNAGE - ESTABLISH SCOPE OF SIGNAGE WORK REQUIRED - DEVELOP SPECIFICATIONS FOR SIGNAGE PROGRAM AND MAINTENANCE CONTRACT					

EXHIBIT E Page 3

CITY OF CHICAGO DEPARTMENT OF AVIATION
MIDWAY DEVELOPMENT PROGRAM EXHIBIT 2

PROJ NUMBER	NAME/DESCRIPTION	CITY	FEDERAL	STATE	OTHER	TOTAL
MDW-4020-02	TERMINAL SIGNAGE PROGRAM - IMPLEMENT	197,500	197,500			395,000
	IMPLEMENT TERMINAL SIGNAGE PROGRAM FOR ALL DIRECTIONAL SIGNAGE.					
MDW-4025	NEW 13L/31R NORTH PARALLEL TAXIWAY	200,000	3,600,000	200,000		4,000,000
	CONSTRUCTION OF A PRALLEL TAXIWAY ON THE NORTH SIDE OF THE NEW 13L/31R RUNWAY WITH ONE HIGH SPEED EXIT					
MDW-4026	OBSTRUCTION REMOVAL 55 & CENTRAL	1,995	35,910	1,995		39,900
	REMOVAL OF OFF AIRPORT OBSTRUCTIONS IN THE VICINITY OF 55TH AND CENTRAL; 36 TREES, 5 UTILITY POLES, 3 LIGHT POLES, 1 SIG & 1 ANTENNA TO IMPROVE OPERATIONAL CAPABILITY OF RWY 13R					
MDW-4027	OBSTRUCTION REMOVAL 63RD & CICERO	2,615	47,070	2,615		52,300
	REMOVAL OF OFF AIRPORT OBSTRUCTION IN THE VICINITY OF 63RD & CICERO; 28 TREES, 15 UTILITY POLES, 9 LIGHT POLES, 5 SIGNS AND 4 ANTENNAE TO IMPROVE OPERATIONAL CAPABILITY OF RWY 31L					
MDW-4028	OBSTRUCTION REMOVAL-63 & CENTRAL	1,565	28,170	1,565		31,300
	REMOVAL OF OFF AIRPORT OBSTRUCTIONS IN THE VICINITY OF 63RD & CENTRAL; 19 TREES, 13 UTILITY POLES, 7 LIGHT POLES, 1 SIGN AND 1 ANTENNA TO IMPROVE OPERATIONAL CAPABILITY OF RWY 4R					
MDW-4029	OBSTRUCTION REMOVAL 55 & CICERO	1,960	35,280	1,960		39,200
	REMOVAL OF OFF AIRPORT OBSTRUCTIONS IN THE VICINITY OF 55TH & CICERO; 5 TREES AND 20 LIGHT POLES TO IMPROVE THE OPERATIO CAPABILITY OF RUNWAY 22L					
MDW-4031	55TH / CICERO LAND ACQUISITION	95,000	1,710,000	95,000		1,900,000
	ACQUIRE APPROXIMATELY 3.7 ACRES OF LAND ON THE NORTHWEST CORNER OF W. 55TH STREET AND CICERO AVENUE.					
MDW-5101	THRESHOLD LIGHTS / RUNWAY RESTRIPING	6,000	108,000	6,000		120,000
	INSTALL RUNWAY THRESHOLD LIGHTS AND RESTRIPE PAVEMENT ON RUNWAYS 13R/31L, 4R/22L AND 4L/22R.					
MDW-5110	BLAST/SECURITY/SOUND FENCING	48,750	877,500	48,750		975,000
	INSTALL BLAST, SECURITY, AND SOUND FENCING AT MIDWAY AS REQUIRED TO REPLACE OBSOLETE FENCING AND TO IMPROVE SOUND ISOLATION.					

EXHIBIT E Page 4

CITY OF CHICAGO DEPARTMENT OF AVIATION
MIDWAY DEVELOPMENT PROGRAM EXHIBIT 2

PROJ NUMBER	NAME/DESCRIPTION	CITY	FEDERAL	STATE	OTHER	TOTAL
MDW-5110-01	BLAST FENCE PKG LOT B	6,250	112,500	6,250		125,000
	INSTALL APPROXIMATELY 825 FT OF BLAST FENCING 8' HIGH TO PROTECT PARKING LOT 'B'.					
MDW-5111	CRASH/FIRE/RESCUE STATION	55,000	1,100,000	55,000	1,540,000	2,750,000
	CONSTRUCTION OF NEW, APPROX 15400 SQFT, CRASH/FIRE/RESCUE STATION TO BE LOCATED IN WEST TRIANGLE AT MIDWAY AIRPORT. PROJECT MAY BE DEVELOPED IN CONJUNCTION WITH AIRFIELD MAINTENANCE FACILITY THOUGH FUNDING WILL BE SEPARATE.					
MDW-6100	OVERLAY RUNWAY 13L/31R	125,000	2,250,000	125,000		2,500,000
	OVERLAY, RESTRIPE, AND GROOVE RUNWAY 13L/31R AT MIDWAY. APPROXIMATELY 6200' X 175' WIDE INCLUDING SHOULDERS.					
MDW-6101	OVERLAY RUNWAY 4R/22L	100,000	1,800,000	100,000		2,000,000
	OVERLAY, RESTRIPE, AND GROOVE RUNWAY 4R/22L AT MIDWAY. APPROXIMATELY 6000' X 175' WIDE INCLUDING SHOULDERS.					
MDW-6105	AIRPORT BEACON REWIRING & NEW WIND SOCK	1,375	24,750	1,375		27,500
	REWIRE AIRPORT BEACON AS NECESSARY TO PUT BEACON UNDER TOWER CONTROL. REPLACE EXISTING WIND SOCK WITH NEW LIGHTED SOCK AND REWIRE AS NECESSARY TO ELIMINATE ALL EXPOSED WIRING.					
MDW-6113	REHAB/UPGRADE PUBLIC RESTROOMS-STUDY	5,000	5,000			10,000
	DEVELOP PROGRAM AND SCHEMATICS FOR 2 NEW RESTROOMS IN THE SOUTH END OF THE TERMINAL, DEVELOP RECCOMENDATIONS FOR THE REHABILITATION AND UPGRADE OF THE EXISTING TOILET ROOMS, AND DEVELOP SOLUTION FOR RELOCATION OF THE SECURITY AREA AND RELATED ENCLOSURES NECESSARY TO SECURE GATE C1.					
MDW-6115	NEW TERM ENTRY DOORS W/ VESTIBULES			410,000		410,000
	REPLACE EXISTING 11 TERMINAL ENTRANCES WITH NEW VESTIBULED ENTRANCES. EXISTING DOORS AND OPERATORS TO BE REPLACED.					
MDW-6120	ELECTRICAL VAULT EQUIPMENT UPGRADE	6,200	117,800	6,200		124,000
	REPLACE OR REHABILITATE EQUIPMENT IN RELOCATED ELECTRICAL VAULT AS REQUIRED.					
	TOTAL	3,518,704	28,131,372	2,091,204	1,540,000	35,275,080

(Continued from page 889)

Respectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, 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 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 Iberia Lineas Aerea de Espana 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 _____, 19____, 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 Iberia, Lineas Aereas De Espana, S.A., a corporation organized and existing under and by virtue of the laws of Spain ("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.

Terms.

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, 1988.

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 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 area 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 the 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 the 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 time 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 time and in such manner as provided in Section 4.02, Airline shall pay use charges to City equal to $23.46 per square foot per annum, 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; and

(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 build" drawings of the work performed by it and shall keep such drawing 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 at 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 operations 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.

Airlines 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 the 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 the 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 Attorney's 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 ninety (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 operation 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 members 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--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. 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. 198.7 A); 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 Non-Discrimination 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, East Wing Building, John F. Kennedy International Airport, Jamaica, New York 11430, 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.

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

[Signature forms omitted for printing purposes.]

[Exhibit A printed on page 912 of this Journal.]

EXECUTION OF AGREEMENT WITH ROTARY CLUB OF O'HARE GIVING THEM OWNERSHIP AND TITLE TO DEHAVILAND COMET AIRPLANE.

The Committee on Aviation submitted the following report:

CHICAGO, June 2, 1987.

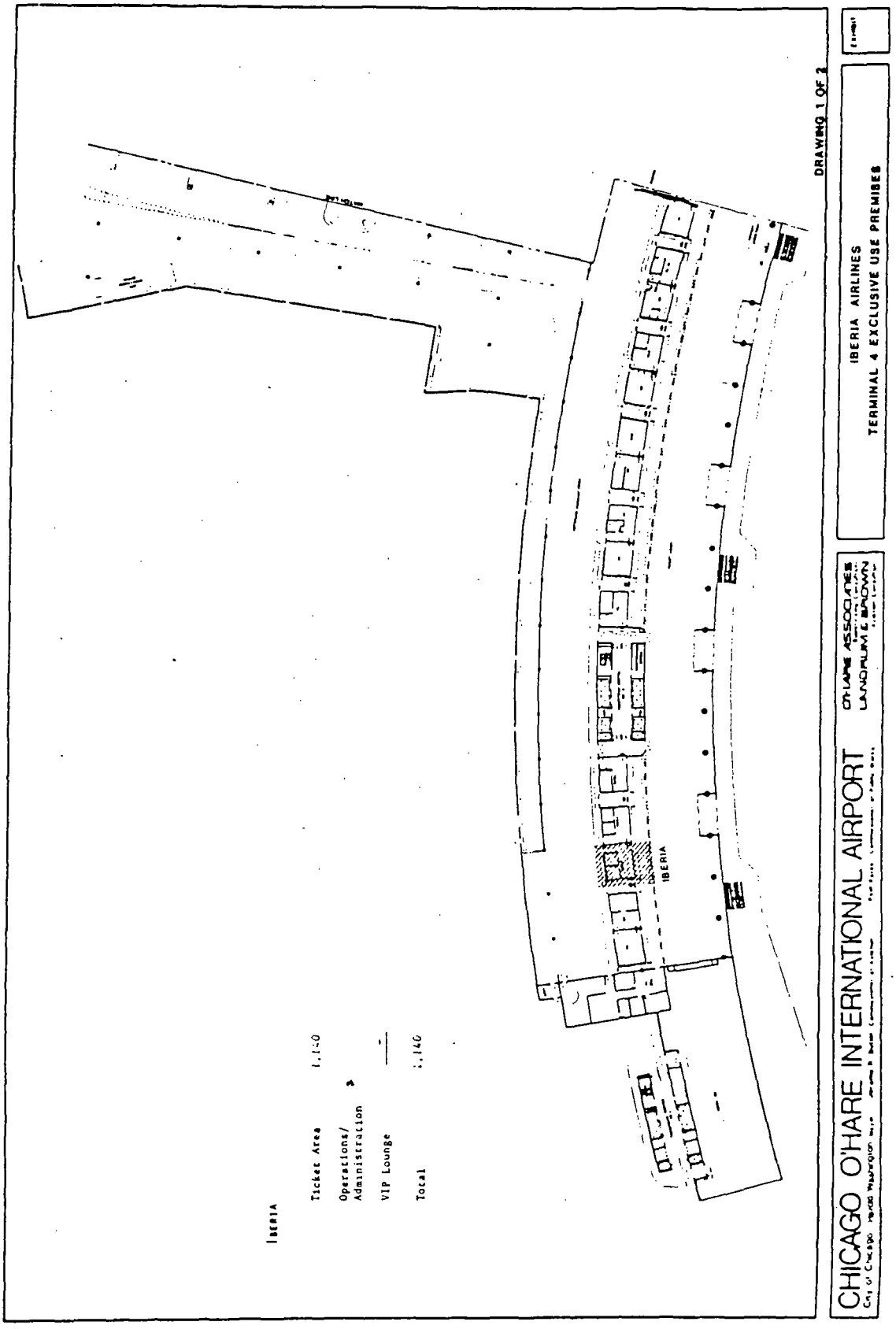
To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance authorizing the execution of an agreement with the Rotary Club of O'Hare under which the Rotary Club will dismantle and remove the abandoned DeHaviland Comet jet aircraft from Chicago O'Hare International Airport for eventual display at the National Air and Space Museum in Washington, D. C., (which was referred on April 1, 1987) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

(Continued on page 913)


DRAWING 1 OF 2
IBERIA AIRLINES
TERMINAL 4 EXCLUSIVE USE PREMISES
CHICAGO O'HARE INTERNATIONAL AIRPORT
IBERIA
Ticket Area
Operations/ Administration
VIP Lounge
Total
IBERIA

(Continued from page 911)

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, 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, In December 1976, one DeHaviland Comet, 4C S/N 6425, was left by its owners at O'Hare International Airport in the City of Chicago and subsequently abandoned and for over ten years has burdened the City by occupying valuable storage space, by posing a safety hazard, and by affronting the public by becoming unsightly and a public nuisance; and

WHEREAS, The aircraft in its present condition has no commercial value; and

WHEREAS, The cost to dismantle and remove the aircraft would be prohibitive to the City; and

WHEREAS, The aircraft has some historic value as an example of early jet transport aircraft; and

WHEREAS, The City of Chicago, now having acquired clear title to the aircraft and desirous of disposing of it, has neither the funds to restore nor to remove it; and

WHEREAS, The Rotary Club of O'Hare, a private non-profit organization, has volunteered its resources to move the aircraft from the City for the purpose of transporting and donating it for restoration, preservation and display at the National Air and Space Museum of the Smithsonian Institute in Washington, D. C., at no cost to the City, in exchange for title; and

WHEREAS, The Rotary Club of O'Hare has agreed to acknowledge the City's gift in the form of a plaque permanently attached to or accompanying the aircraft at the National Air and Space Museum; and

WHEREAS, This body finds the Rotary Club of O'Hare to be a responsible organization capable of complying with the requirements of this ordinance; and

WHEREAS, It is the opinion of this body that the disposition is in the best interest of the public; now, therefore,

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

SECTION 1. That the Mayor, the Purchasing Agent and the Comptroller are hereby authorized to enter into an agreement to give ownership and title to one DeHaviland Comet airplane, 4C S/N6425, to Rotary Club of O'Hare, a non-profit organization, upon the terms and conditions set forth in the agreement attached hereto.

SECTION 2. This ordinance shall take effect upon its passage.

Agreement attached to this ordinance reads as follows:

This Agreement, made and entered into as of this _____ day of _____ 1987, 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 (the "City") and The Rotary Club of O'Hare, a non-profit organization organized and existing under and by virtue of the laws of Illinois (the "Rotary").

Witnesseth:

Whereas, the 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 donate one abandoned DeHaviland Comet, serial number 6425 (the "Comet") to the Rotary Club of O'Hare, which in turn has pledged to donate it to the Smithsonian Institute for preservation and permanent display at the National Air and Space Museum in Washington, D.C. (the "Museum");

Now, Therefore, in consideration of the mutual covenants and agreements herein contained, City and Rotary agree as follows:

Article I.

Grant Of Title And Rights.

Section 1.01 Title To Aircraft.

The Rotary shall take ownership of the Comet on the day of approval of authorizing ordinance by the City Council of the City of Chicago for the purpose of dismantling it and having it airlifted to the Museum.

Section 1.02 Schedule For Removal From Airport.

(a) The Rotary agrees that it shall either dismantle the Comet on its present site and remove it completely from City-owned airport property no later than by the 15th day of April 1987, or by a subsequent no-later-than-date determined solely by the Acting Commissioner of Aviation.

(b) If there is insufficient time to dismantle and remove the Comet in accordance with the schedule established in paragraph (a) immediately hereinabove, then the Rotary agrees to arrange to have the Comet moved to any off-airport site acceptable to the City by April 15, 1987.

Section 1.03 Restrictions.

The foregoing rights of the Rotary are subject to the following specific restrictions.

(a) The Rotary shall not do or authorize to be done anything at the Airport (i) which may interfere with the effective operation of the Airport, (ii) which will constitute a hazardous condition so as to increase the risks commonly attendant upon a project of this kind, or (iii) which will invalidate or conflict with any insurance policies covering the airport. If, by reason of any failure on the part of the Rotary to comply with the provisions of this subsection, the cost of any insurance or extended coverage is at any time higher than it otherwise would be, then the Rotary shall pay the City that part of all premiums paid by the City which are charged because of such violation or failure by the Rotary.

(b) The Rotary 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 at the Airport.

Article II.

Responsibilities Of Rotary.

Section 2.01

(a) The Rotary agrees to indemnify, hold harmless and defend the City, its officers, agents and employees against losses (except in cases in which such losses are caused solely by the City's gross negligence) occasioned by the death, injury to persons or damage to property, arising out of or in connection with the dismantling and removal of the Comet from the Airport by volunteer workers or whatever other agents may be employed, and against losses resulting from claims and demands by third persons arising out of said dismantling and removal from the Airport of the Comet.

Section 2.02 The Rotary further agrees that it shall arrange with the Smithsonian Institute for a plaque to be permanently and prominently displayed either attached to the Comet or on a contiguous stand or display of some sort, attesting to the fact that the airplane is a gift from Mayor Harold Washington and the City of Chicago to the Museum.

Section 2.03 Licenses And Permits.

The Rotary shall obtain all licenses, permits, certificates and other authorizations which may be required by any governmental authority in connection with the activities described in this agreement.

Article III.

Insurance.

The Rotary shall obtain, at its own expense, insurance with respect to dismantling and removing the Comet from the Airport, insurance 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 engaged in a project of this nature.

In Witness Whereof, the City has caused this agreement to be executed on its behalf by its Mayor, its Comptroller and Purchasing Agent, pursuant to due authorization by the City Council of the City, and has caused this agreement to be executed on its behalf by its _____ President and its Secretary, pursuant to due authority of its Board of Directors, all as of the day and year first above written.

[Signature forms omitted for printing purposes.]

EXECUTION OF CONTRACTOR'S TEMPORARY CROSSING LICENSE WITH CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY FOR USE OF HAUL ROAD, AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, June 2, 1987.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance providing for the execution and adoption of a Contractor's Temporary Crossing License between the City of Chicago and the Chicago and North Western Transportation Company (which was referred on April 1, 1987) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Repectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, 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 Contractor's Temporary Crossing License attached hereto between the City and the Chicago and North Western Transportation Company is hereby authorized and approved. The Commissioner of the Department of Aviation is hereby authorized to execute the Contractor's Temporary Crossing License in substantially the form attached hereto and the City Clerk is authorized to attest and affix the seal of the City of Chicago, after approval by the Corporation Counsel as to form and legality.

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

Contractor's temporary crossing license attached to this ordinance reads as follows:

Contractor's Temporary Crossing License.

Chicago and North Western Transportation Company (hereinafter called "Company") hereby licenses City of Chicago (hereinafter called "Licensee") to construct, maintain and use a private roadway and plank crossing (hereinafter called "facility") upon the property of the Company and across its track in the location shown in yellow on the print dated June 26, 1985 attached hereto, made a part hereof and marked Exhibit "A", for the purpose of a haul road for material between Airport and fill area at MP 5.5, New Line Subdivision.

The foregoing license is given upon the following express terms and conditions, and should the Licensee at any time violate any of said terms or conditions, or use or attempt to use said facility for any other or different purpose than that above specified, then the Company may, at its option, immediately revoke this license.

The Company will designate an experienced railway man (hereinafter called "Flagman") to protect both train movements and vehicular movements over said facility. No use shall be made of said facility unless said flagman is present. Said flagman shall protect the facility in accordance with the Company's rules, standards and requirements. The Licensee shall reimburse the Company for all wages, etc. of said flagman. As between the parties hereto said flagman shall be held to be an employee of the Licensee at all times while engaged in protecting the facility or in any work incident thereto. The fact that the services of said flagman, in the protection of said facility, are performed in accordance with the Company's rules, standards and requirements shall not be held to cast any responsibility on the Company.

The Licensee agrees to be responsible for the construction, maintenance and use of said facility as a private road crossing only and to prevent same being used as a public highway. The Licensee shall erect and maintain at said facility a suitable sign reading "Private Crossing For Use Of Contractor Only."

The Licensee shall keep the roadbed and rail flangeways of said facility free and clear of any obstructions.

The work of construction, maintenance and removal shall be done and completed in good and workmanlike manner at the sole expense of said Licensee, and under the direction and supervision of the Chief Engineer of the Company and to his satisfaction, but such direction and supervision shall not relieve the Licensee from any of the obligations assumed hereunder.

It is understood and agreed that all work of construction, maintenance and removal to be done within the track zone (between the outside ends of the ties) shall be performed by the Company at the sole cost and expense of the Licensee.

The Company, with its own forces, material, and equipment will restore the track area to original condition when crossings are no longer required for hauling purposes by Licensee. Cost to be paid as provided below. The Company, with its own forces, material, and equipment will remove the two (2) thirty foot blacktop crossings, these costs to be paid as provided below.

The Company will require a railroad flagman at an approximate cost of $200.00 per 8 hour shift, to be billed to the Licensee for as long as these crossings remain in use. Cost to be paid as provided below.

The Licensee, or their contractor, at no expense to the Company will regrade and clean ditch along west side of tracks, for full length of project (MP 5.2 - MP 6.3).

The Company with its own forces, material and equipment will clean ballast on both main tracks from approximately MP 5.2 - MP 6.3. Cost to be paid as provided below.

Upon completion of the crossing work Licensee shall promptly reimburse Company for its actual costs based on Company's standard billing rates. Licensee shall pay actual costs for Company's flagmen, monthly upon billing by Company, at Company's standard billing rates.

It is understood by the Licensee that said facility is subject to and may increase the dangers and hazards of the operation of the Company, and that this license is subject to all risks thereof. Therefore, the Licensee assumes and agrees to pay for all loss or damage to property, whatsoever, and injury to or death of any person, or persons whomsoever, including all costs and expenses incident thereto, however arising from or in connection with the existence, construction, maintenance, repair, renewal, reconstruction, operation, use or removal of said facility, or any defect therein or failure thereof, or the failure of the Licensee or members, officers, agents, or employees of the Licensee to abide by or comply with any of the terms or conditions of this license; and the Licensee forever indemnifies the Company against any such loss or damage to its property and agrees to indemnify and save

it harmless from any and all claims, demands, lawsuits or liability for any such loss, damage, injury and death, costs and expenses, even though the operation of the Company's railroad may have caused or contributed thereto. Notice to or knowledge by the Company of any act or omission by the Licensee which is or might be a breach by the Licensee of any of the terms or conditions of this Agreement to be performed by the Licensee, and the acquiescence by the Company in or to such act or omission, shall neither be considered to relieve the Licensee of any obligation assumed by it under this paragraph nor be considered to be a waiver or release by the Company of any rights granted to it under this paragraph.

The Company shall have the right at any time to revoke this license forthwith upon notice to the Licensee.

Before any work or construction or maintenance is begun hereunder and before any use is made by the Licensee of said facility, the Licensee agrees to furnish and keep in force during the term of this License and submit to the Company's Insurance Department for approval, a certificate of insurance showing amounts and types of insurance carried by the Licensee, which shall provide for public liability insurance for Bodily Injury and Property Damage on behalf of the Company, in an amount of not less than $1,000,000 combined single limits per occurrence. The certificate shall contain a commitment by the insurance company that it will give the Company thirty days advance notice of any cancellation of or change in the insurance coverage shown on such certificate, and shall be endorsed to assume the contractual liability which the Licensee has assumed under the terms and conditions of this license, and shall show the Chicago and North Western Transportation Company as an additional insured.

Licensee agrees that in the construction, maintenance, and use of the facility, it will comply with all applicable laws, including, but not limited to, any laws, standards, regulations, or permit requirements relating to environmental pollution or contamination or to occupational health and safety; and Licensee agrees to indemnify and hold harmless the Company from any and all claims, demands, lawsuit, or liability for loss, fines, damage, injury, and death and all expenses and costs, including attorneys' fees, resulting from or arising out of the construction, maintenance, or use of the facility, including any discharge or emission therefrom or for the violation of any law, standard, regulation, or permit requirement relating to environmental pollution or contamination or to occupational health and safety.

The Licensee, at its expense, shall provide a barricade satisfactory to the Chief Engineer of the Company and keep said barricade locked at all times when a Flagman is not present to prevent use of said facility.

In case any of the terms or provisions of this license have been performed or carried out prior to the actual date of execution hereof, it is understood and agreed that this license shall nevertheless be of the same force and effect as though same had been executed by the parties prior to such performance.

The waiver of a breach of any of the terms or conditions hereof shall be limited to the act or acts constituting such breach, and shall never be construed as being a continuing or permanent waiver of any such terms or conditions, all of which shall be and remain in full force and effect as to future acts or happenings notwithstanding any such waiver.

The license is personal to said Licensee and is not assignable or transferable.

For the privileges herein permitted the Licensee shall pay to the Company, in advance, a charge of $100 per month, or any fraction of a month beginning on the effective date thereof.

Unless otherwise terminated, the License hereby granted shall terminate on December 31, 1987 and thereupon the Licensee shall at the Licensee's cost and expense remove said facility, or upon Licensee's failure to do so, such facility may be removed by the Company at the expense of the Licensee.

In Witness Whereof, the Company has caused this license to be executed this _____ day of _____ 19____.

[Signature forms omitted for printing purposes.]

[Exhibit A attached to this Contractor's Temporary Crossing License printed on page 921 of this Journal.]

AMENDMENT OF MUNICIPAL CODE CHAPTER 37, SECTION 37-11(c), FOR REDUCTION OF LANDING FEES AT CHICAGO MIDWAY AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, June 2, 1987.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance to amend Chapter 37, Section 11(c) of the Municipal Code. This amendment will lower the landing fees to $.60 per thousand pounds of maximum gross landing weight, down from $.75, for the signatory carriers at Chicago Midway Airport, (which was referred on May 13, 1987) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recomendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

(Continued on page 922)

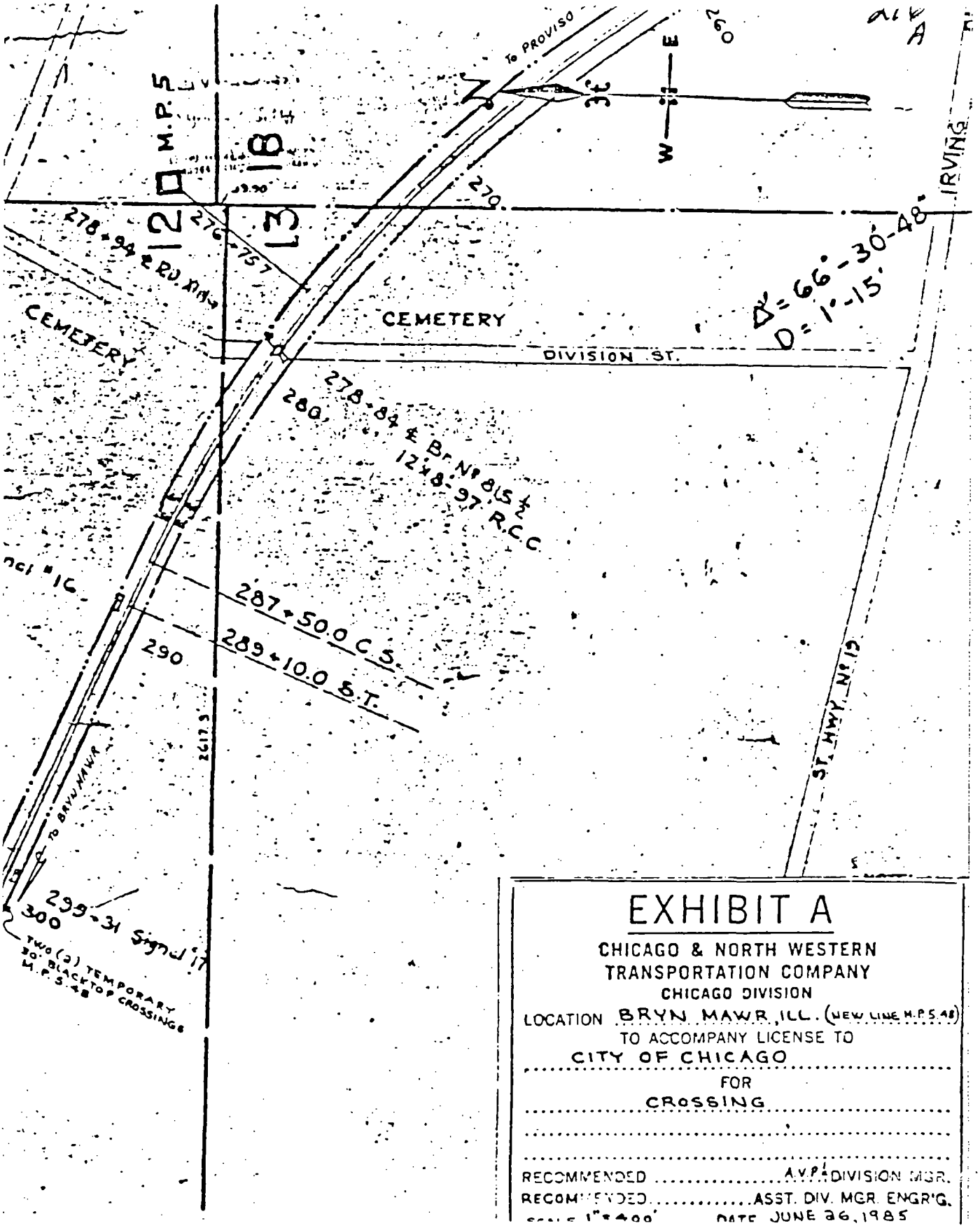


EXHIBIT A

CHICAGO & NORTH WESTERN
TRANSPORTATION COMPANY
CHICAGO DIVISION

LOCATION BRYN MAWR, ILL. (NEW LINE M.P.5.48)
TO ACCOMPANY LICENSE TO
CITY OF CHICAGO
FOR
CROSSING

RECOMMENDED ..... A.V.P. & DIVISION MGR.
RECOMMENDED ..... ASST. DIV. MGR. ENGR'G.
SCALE 1" = 400' DATE JUNE 26, 1985

(Continued from page 920)

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, 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 37-11(c) of Chapter 37 of the Municipal Code of Chicago is hereby amended by inserting the language in italics and deleting the language bracketed, as follows:

(c) For each landing at Chicago Midway Airport of an aircraft operated by an airline signatory of the Chicago Midway Airport Use and Terminal Facilities Lease, [$.75] *$.60* per thousand pounds approved maximum landing weight, prorated for actual weight.

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

EXECUTION OF HANGAR SITE LEASE AGREEMENT WITH UNITED AIRLINES, INCORPORATED FOR PREMISES AT CHICAGO-O'HARE INTERNATIONAL AIRPORT AND REPEAL OF PREVIOUSLY PASSED ORDINANCE.

The Committee on Aviation submitted the following report:

CHICAGO, June 2, 1987.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance authorizing the approval and execution of a Hangar Site Lease Agreement between the City of Chicago and United Airlines, Inc. for premises located at Chicago-O'Hare International Airport. Additionally, the ordinance repeals the ordinance heretofore passed on August 28, 1986

granting authority for execution of an amendment to a Hangar and Hangar Site Agreement with United Airlines, Inc. at Chicago O'Hare International Airport, (which was referred on May 20, 1987) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, 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 ordinance heretofore passed on August 28, 1986 (C.J.P. pp. 33037, 33043--33045) granting authority for execution of an Amendment to a Hangar and Hangar Site Agreement with United Airlines, Inc., as amended, at Chicago O'Hare International Airport, be and the same is hereby repealed.

SECTION 2. 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 amendment to a Hangar and Hangar Site Agreement, dated as of January 1, 1959, as amended, with United Airlines, Inc., for premises at Chicago O'Hare International Airport, said agreement to be substantially in the following form:

Hangar Site Lease Amendment.

This Amendment, made and entered into this _____ day of _____ 1987, 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 United Airlines, Inc., a corporation organized and existing under the Law of the State of Delaware ("United").

Witnesseth:

Whereas, Capitol Airlines ("Capitol") by that certain Assignment, Indenture and Agreement dated March 7, 1961, assigned to United and United accepted all of Capitol's right, title, and interest in and to that certain Hangar and Hangar Site Lease, dated January 1, 1959, by and between Capitol and City (the "Capitol Lease") and the City duly consented and agreed to said Assignment, Indenture and Agreement on May 1, 1961 (the "Agreement"); and

Whereas, the Agreement amended the Capitol Lease by relocating the Capitol Hangar Site (herein called the "Demised Premises" to the area shown on Exhibit II attached hereto; and

Whereas, United on May 30, 1985 (C.J.P. pp. 16830--16834) further amended the Capitol Lease by incorporating an area of 5.3497 acres contiguous with and adjacent to the original Demised Premises; and

Whereas, United desires to further amend the Capitol Lease to incorporate an area of approximately 8.84 acres adjacent to the Demised Premises and the City is willing to lease this same area to United by Amendment to the Capitol Lease as hereinafter provided;

Now, Therefore, in consideration of the premises and of the mutual covenants and agreements herein contained, City and United agree as follows:

1. Lease of Premises. Section 1.01 of the Capitol Lease is hereby further amended by adding after the Phrase "U.A.L. 1.3092 A.C." the words "and the (Hatched Area) U.A.L. 8.8395 A.C." and by substituting the phrase "26.3915 acres" for "17.5520 acres".

2. Rentals. The third paragraph of Article III shall be amended (i) by deleting the date "July 1, 1984" and substituting the date "August 8, 1986", (ii) by deleting the word "and" in the phrase "the New Area and the Shaded Area", substituting a comma instead, and by adding the words "and the Hatched Area" to this same phrase, and (iii) by deleting the fixed monthly rental of "Six Thousand Seven Hundred Ninety-six and 82/100 Dollars ($6796.82)" and substituting a new monthly rental of "Eighteen Thousand Twenty-seven and 42/100 Dollars ($18,027.42)".

3. Exhibits. Exhibit I attached to the amended Capitol Lease shall be and it is hereby deleted from the said Lease and Exhibit II attached hereto is substituted therefor.

4. Except as amended hereinabove, said Capitol Lease shall be and remain in all other respects in full force and effect in accordance with its terms.

Execution of this Amendment authorized by ordinance of the City Council of the City of Chicago, passed _____ (C.J.P. pp. _____).

In Witness Whereof, the City has caused this Amendment 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 United had caused this amendment to be executed on its behalf by its Vice President and its Assistant Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

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

[Signature forms omitted for printing purposes.]

[Exhibit II attached to this ordinance printed on page 926 of this Journal.]

EXECUTION OF PARTIAL LEASE TERMINATION AGREEMENT WITH NORTHWEST AIRLINES, INCORPORATED FOR PREMISES AT CHICAGO MIDWAY AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, June 2, 1987.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance authorizing the approval and execution of a Partial Lease Termination Agreement between the City of Chicago and Northwest Airlines, Inc. for premises located at Chicago Midway Airport, (which was referred on May 20, 1987) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

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

(Continued on page 927)

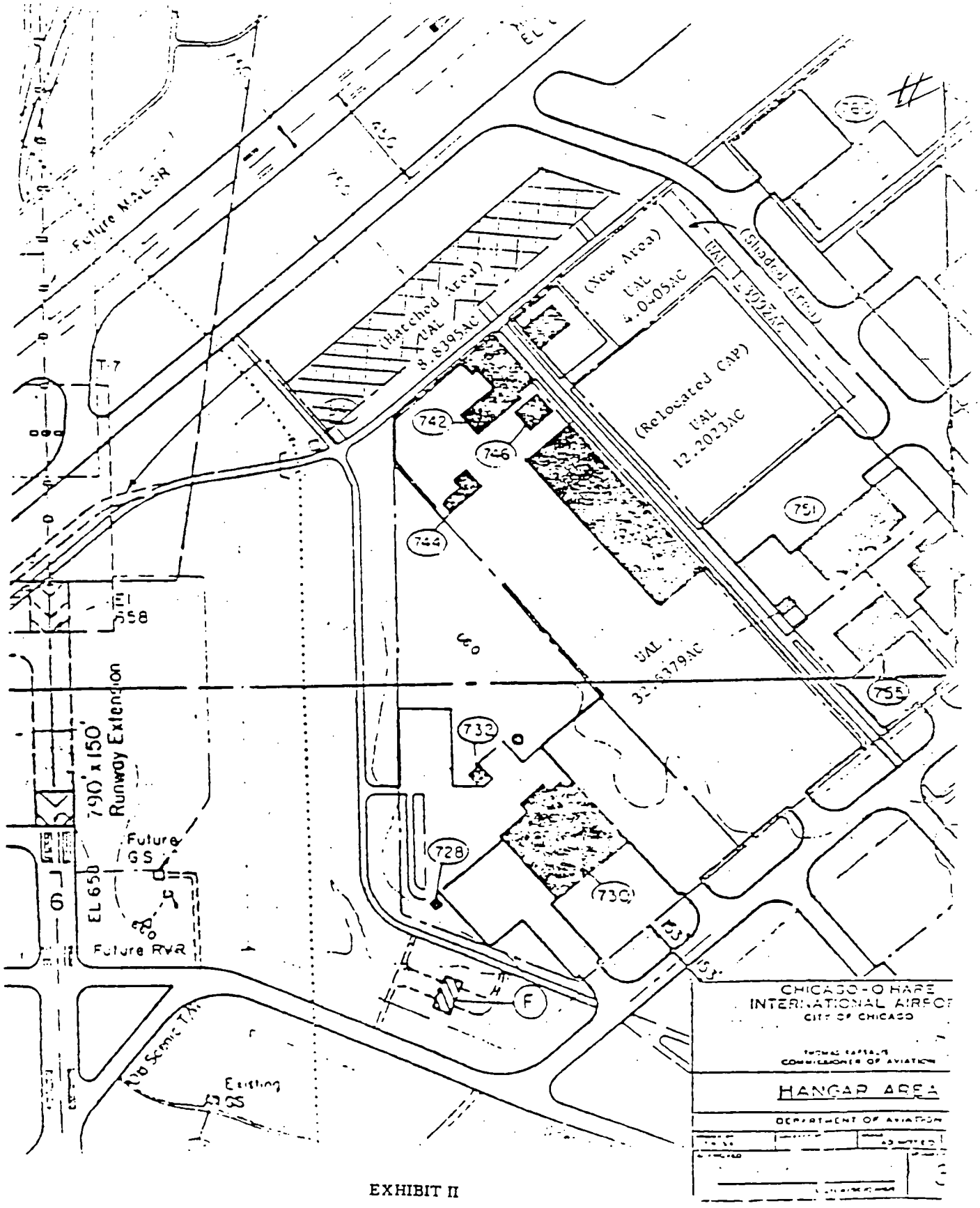

Future MALSR
(Hatched Area)
UAL
8.8395AC
(New Area)
UAL
4.0405AC
(Shaded Area)
UAL
1.9222AC
(Relocated CAP)
UAL
12.2023AC
UAL
32.6379AC
742
746
744
751
755
732
728
730
733
358
790' x 150'
Runway Extension
Future
GS
EL 650
Future RVR
Existing
To Scenic TAR
CHICAGO-O HARE
INTERNATIONAL AIRPOR
CITY OF CHICAGO
HANGAR AREA
DEPARTMENT OF AVIATION

EXHIBIT II

(Continued from page 925)

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, 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 Partial Lease Termination Agreement attached hereto between the City and Northwest Airlines, Inc. is hereby authorized and approved. The Mayor, the Comptroller, and the Commissioner of the Department of Aviation are hereby authorized to execute the Partial Lease Termination Agreement in substantially the form attached hereto and the City Clerk is authorized to attest and affix the seal of the City of Chicago, after approval by the Corporation Counsel as to form and legality.

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

Partial Lease Termination Agreement attached to this ordinance reads as follows:

Partial Lease Termination Agreement.

This Partial Lease Termination Agreement ("Agreement"), made this _____ day of _____, 1987, by and between Northwest Airlines, Inc., a Delaware corporation, ("Northwest"), and the City of Chicago, a municipality and home rule unit existing under the laws of the State of Illinois (the "City").

Witnesseth:

Whereas, the City owns and operates an airport known as Chicago Midway Airport (the "Airport") located in the City of Chicago, County of Cook, State of Illinois; and

Whereas, Northwest and the City have entered into an Airport Use Agreement and Terminal Facilities Lease, dated November 13, 1986, C.J.P. pp. 22140-- 22189, ("Northwest Lease"), by which Northwest leases certain premises and facilities at the Airport from the City; and

Whereas, Northwest is willing to amend the Northwest Lease to delete therefrom all of Northwest's right, title and interest in certain premises, as defined below, such that Northwest will have no further rights or obligations under the Northwest Lease with respect to such premises; and

Whereas, United is willing to lease such premises from the City concurrently with deletion of the premises from the Northwest Lease; and

Whereas, the City is willing to amend the Northwest Lease to delete these same certain premises therefrom, and concurrently therewith, to enter into an Airport Use Agreement and Terminal Facilities Lease with United Airlines, Inc., at the Airport which will include the premises deleted from the Northwest Lease;

Now, Therefore, Northwest and the City hereby agree as follows:

1. Northwest and the City hereby agree to amend the Northwest Lease, to delete certain airplane parking positions and associated ramp areas, ticket counter and corresponding office area, baggage make-up area, and the gate commonly known as Gate C-4, as more specifically described on Attachment A hereto, hereinafter referred to as the "Deleted Premises". The City hereby releases Northwest from all further obligations and liabilities under the Northwest Lease with respect to the Deleted Premises.

2. Northwest shall vacate the Deleted Premises and make them available for use and occupancy by United Airlines, Inc., on the date this Lease Termination Agreement is effective.

3. It is hereby expressly understood and agreed between the City and Northwest that, except as amended herein all terms, provisions and conditions of the Northwest Lease shall continue in full force and effect.

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

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

In Witness Whereof, the parties hereto have caused this Termination Agreement to be executed under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

[Attachment A printed on page 930 of this Journal.]

EXECUTION OF HANGAR SITE LEASE AGREEMENT AMENDMENT WITH UNITED AIRLINES, INCORPORATED FOR PREMISES AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, June 2, 1987.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance authorizing the approval and execution of a Hangar Site Lease Agreement between the City of Chicago and United Airlines, Inc. for premises located at Chicago-O'Hare International Airport. This ordinance leases to United certain premises which had previously been leased to S.A.S. Service Partner, Inc., (which was referred on May 20, 1987) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which was transmitted herewith.

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

Respectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

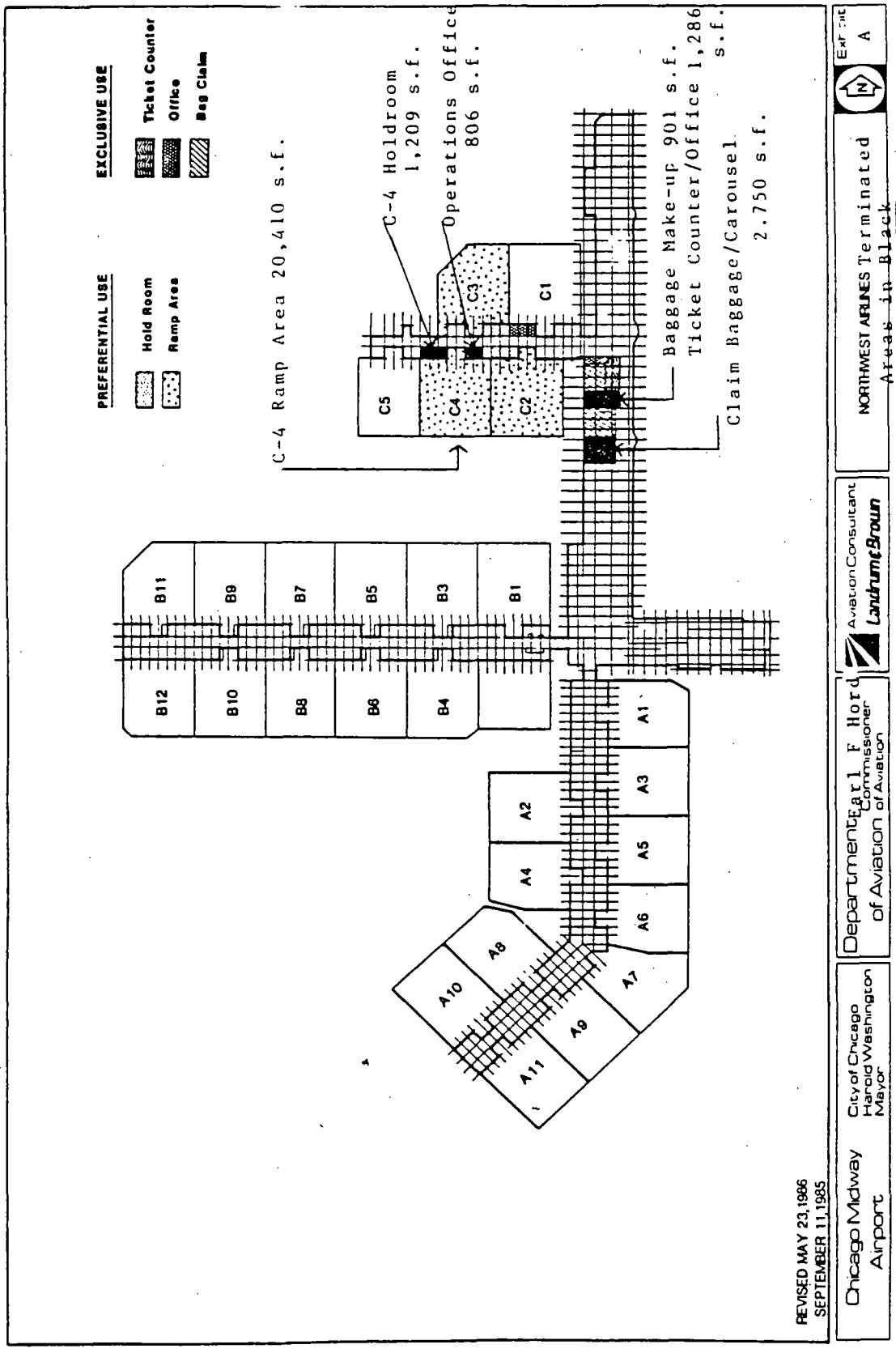
Be It Ordained by the City Council of the City of Chicago:

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 amendment to a Hangar and Hangar Site Agreement, dated as of January 1, 1959, as amended, with United Airlines, Inc., for premises at Chicago-O'Hare International Airport, said agreement to be substantially in the following form:

Hangar Site Lease Amendment.

This Amendment, made and entered into as of the 1st day of June, 1987, 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 (the "City"), and United Airlines, Inc., a corporation organized and existing under the laws of the State of Delaware ("United").

(Continued on page 931)


PREFERENTIAL USE
Hold Room
Ramp Area
EXCLUSIVE USE
Ticket Counter
Office
Bag Claim
C-4 Ramp Area 20,410 s.f.
C-4 Holdroom 1,209 s.f.
Operations Office 806 s.f.
Baggage Make-up 901 s.f.
Ticket Counter/Office 1,286 s.f.
Claim Baggage/Carousel 2,750 s.f.
C1
C2
C3
C4
C5
B1
B3
B4
B5
B6
B7
B8
B9
B10
B11
B12
A1
A2
A3
A4
A5
A6
A7
A8
A9
A10
A11
NORTHWEST AIRLINES Terminated Areas in Black
Exhibit A
Aviation Consultant
Landrum & Brown
Department of Aviation
Carl F Hord
Commissioner of Aviation
City of Chicago
Harold Washington
Mayor
Chicago Midway Airport
REVISED MAY 23, 1986
SEPTEMBER 11, 1985

(Continued from page 929)

Witnesseth:

Whereas, Capitol Airlines ("Capitol") by that certain Assignment, Indenture and Agreement dated March 7, 1961, assigned to United and United accepted all of Capitol's right, title, and interest in and to that certain Hangar and Hangar Site Lease, dated January 1, 1959, by and between Capitol and City (the "Capitol Lease"), as amended and supplemented from time to time, and the City duly consented and agreed to said Assignment, Indenture and Agreement on May 1, 1961 (the "Agreement"); and

Whereas, the City and S.A.S. Service Partner, Inc., a Delaware corporation ("S.S.P.") have concurrently and of even date herewith entered into a Termination Agreement terminating S.S.P.'s Flight Kitchen and Site Agreement dated January 16, 1987 so that the premises thereunder can be leased to United ("Termination Agreement"); and

Whereas, United desires to further amend the Capitol Lease to incorporate the premises formerly leased to S.S.P. consisting of an area of approximately 110,640 square feet of land and the improvements thereon, including the one story brick building which are adjacent to the Demised Premises, as defined in the Capitol Lease, and the City is willing to lease this same area to United by amendment of the Capitol Lease as hereinafter provided;

Now, Therefore, in consideration of the premises and of the mutual covenants and agreements herein contained, City and United agree as follows:

1. Lease of Premises. Section 1.01 of the Capitol Lease is hereby further amended by (i) adding after the phrase "(Hatched Area) U.A.L. 8.8395 A.C." the words "and the (Double Hatched Area) U.A.L. 2.5359 A.C." and after the word "described" in the last sentence thereof, substituting the phrase "Demised Premises constituting 28.9274 acres" and (ii) adding approximately 110,640 square feet of land and the one story brick building thereon (the "Flight Kitchen Facility"), as more specifically shown on the drawing attached hereto as Exhibit III, which is by this reference incorporated.

2. Rentals. The third paragraph of Article III, shall be amended (i) by deleting the date "August 28, 1986" and substituting the date "June 1, 1987", (ii) by deleting the word "and" in the phrase "the Shaded Area and Hatched Area", substituting a comma instead, and by adding the words "Double Hatched Area" to this same phrase, and (iii) by deleting the fixed monthly rental of "Eighteen Thousand Twenty-seven and 42/100 Dollars ($18,027.42)" and substituting a new monthly rental of "Twenty-one Thousand Two Hundred Fifty-four and 42/100 Dollars ($21,254.42)".

3. Building Rental. Article III shall be further amended by adding, after the fifth paragraph, five new paragraphs reading as follows:

"Airline shall also begin payment, as of the effective date of this Amendment, of a monthly building rental for the Flight Kitchen Facility, payable in advance, in the amount of Four Thousand and no/100 Dollars ($4,000.00)."

"If Airline uses the Flight Kitchen Facility to prepare and sell food, or beverages, as an in-flight caterer, to other Airline parties or any other air transportation company, Airline agrees to pay City, in addition to all other rentals hereinabove set forth, during each lease year of this agreement, as hereinafter defined, and based on such lease year, a percentage fee of two percent (2%) of the annual gross revenues derived by Airline from such operations."

"The aforesaid percentage fee shall be due monthly and paid on or before the 15th day of the calendar month next succeeding each and every calendar month during which Airline operates as an in- flight caterer selling food or beverages to other airlines or air transportation companies, based on Airline's gross revenues for said month as stated on an attached report to the City Comptroller showing gross revenues for said month, and cumulatively for the lease year. A duplicate copy of such report shall go to the Commissioner of Aviation of the City of Chicago at the same time."

" 'Gross Revenues', as used herein shall mean and include the total gross receipts derived by Airline from any and all in-flight food and beverage catering services and operations on, in, or from the demised premises for other Airline parties or other air transportation companies. Said term shall not include, however, the receipts, if any, from the sale or exchange of Airline's food and beverage catering trade equipment, automotive vehicles, furniture, fixtures, furnishings or leasehold improvements, made or used in connection with the commercial in-flight catering business."

" 'Lease Year', as used herein shall mean a full calendar year, or any portion thereof occurring after Airline begins commercial in- flight catering services to other than its own aircraft but prior to the beginning of a calendar year, or any portion of a calendar year when such services are in place on January 1st but do not continue throughout said calendar year."

4. Exhibits. Exhibit II attached to the Capitol Lease shall be and it is hereby deleted from the said Lease and Exhibit III attached hereto is hereby substituted therefor.

5. Binding Effect. Except as amended hereinabove, said Capitol Lease shall be and remain in all other respects in full force and effect in accordance with its terms.

6. Effective Date. This Hangar Site Lease Amendment shall become effective as of the date first above written concurrently with the effective date of the Termination Agreement.

Execution of this amendment authorized by ordinance of the City Council of the City of Chicago, passed _____, 1987 (C.J.P. pp. _____).

In Witness Whereof, the City has caused this Amendment 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 United has caused this amendment to be executed on its behalf by its Vice President and its Assistant Secretary, pursuant to due authorization of its Board of Directors, all of the day and year first above written.

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

[Signature forms omitted for printing purposes.]

[Exhibit III printed on page 935 of this Journal.]

Revised hangar site rental calculations read as follows:

Revised

Hangar Site Rental Calculations.

A. Existing Rentals -- (Relocated CAP)

		Per Year	Per Month
12.2023 AC at $.0459/square foot/year	=	$24,408.00	
			$2,034.00

B. Rentals for Additional Areas*

1. New Area:

484.66 feet x 363.15 feet (average)	$61,601.40	
= 176,004 square feet at $.35/square foot/year =		$5,133.45

2. Shaded Area:

1,096.74 feet x 52.00 feet = 57,030 square feet at $.35/square foot/year =	$19,960.50	
		$1,663.37

3. Hatched Area:

8.8395 AC = 385049 square feet at $.35/square foot/year	$134,767.15	$11,230.60
4. Double Hatched Area:		
110,640 square feet at $.35/square foot/year	$38,724	$3,227
C. Building Rental	$48,000	$4,000

*Totals subject to escalation under Article III of the Capitol Lease as amended.

EXECUTION OF TERMINATION AGREEMENT WITH S.A.S. SERVICE PARTNER, INCORPORATED FOR PREMISES AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, June 2, 1987.

To the President and Members of the City Council:

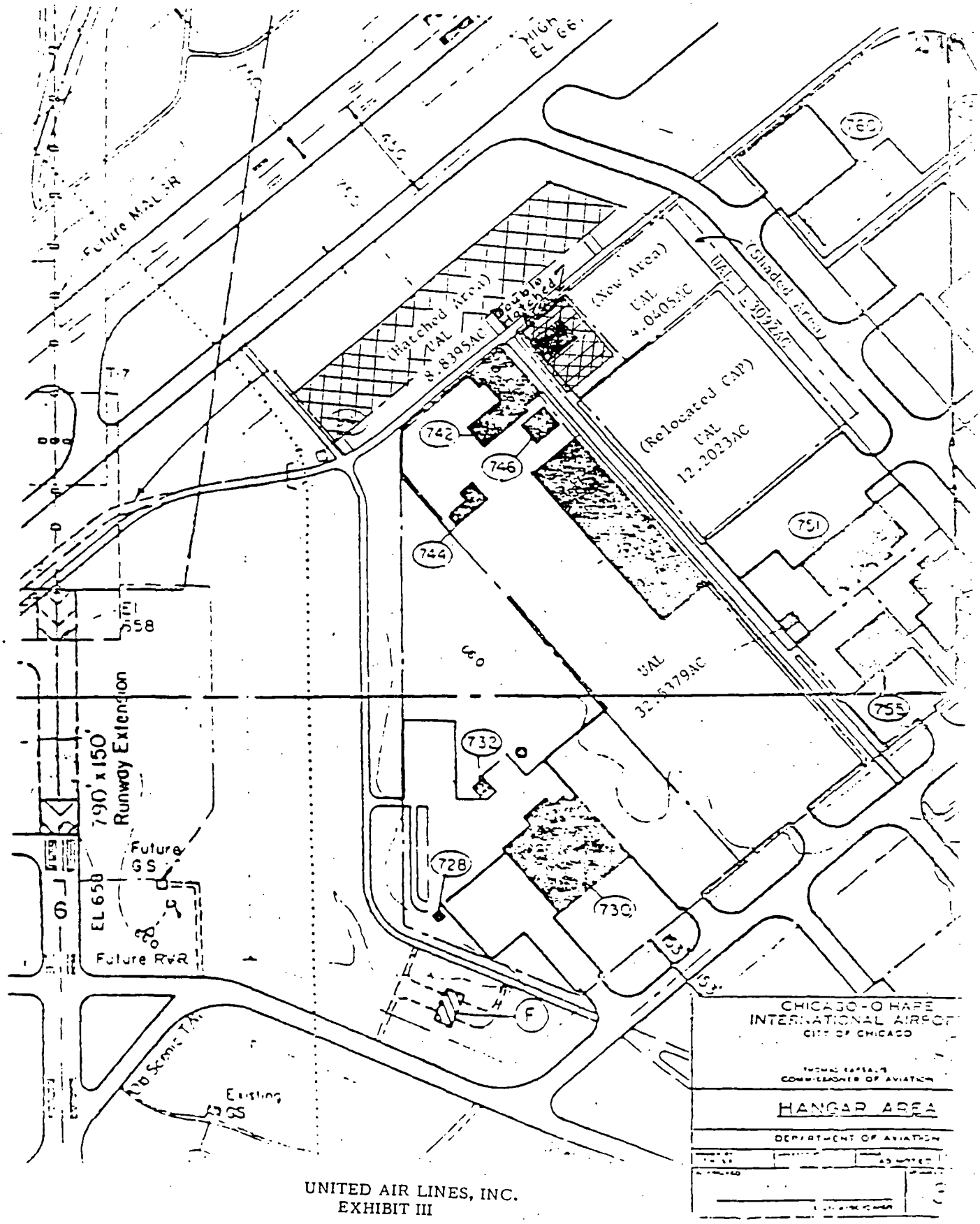
Your Committee on Aviation, having had under consideration an ordinance authorizing the approval and execution of a Termination Agreement between the City of Chicago and S.A.S. Service Partner, Inc., for premises located at Chicago-O'Hare International Airport (which was referred May 20, 1987) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

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

(Con tinued on page 936)



UNITED AIR LINES, INC.
EXHIBIT III

(Contin ued from page 934)

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, 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 a Termination Agreement with S.A.S. Service Partner, Inc., for certain premises at Chicago-O'Hare International Airport, said agreement to be substantially in the following form:

Termination Agreement.

This Termination Agreement ("Termination Agreement") is made as of the 1st day of June, 1987, by and between S.A.S. Service Partner, Inc., a Delaware corporation with offices at O'Hare International Airport, Chicago, Illinois ("S.S.P."), and the City of Chicago, a municipality and home rule unit existing under the laws of the State of Illinois (the "City").

Witnesseth:

Whereas, the City owns and operates an airport known as O'Hare International Airport (the "Airport") located in the counties of Cook and DuPage, Illinois; and

Whereas, S.S.P. and the City have entered into a Flight Kitchen and Site Agreement, dated January 16, 1987, (hereinafter referred to as the "S.S.P. Agreement"); and

Whereas, S.S.P. desires to terminate the S.S.P. Agreement so that the City may lease the premises leased thereunder to United Airlines, Inc., ("Premises"); and

Whereas, the City is willing to terminate the S.S.P. Agreement and, concurrently therewith, amend United Airlines, Inc., Hangar and Hangar Site Lease, dated as of January 1, 1959, by adding thereto the premises formerly leased to S.S.P.;

Now, Therefore, the City and S.S.P. agree as follows:

1. The City and S.S.P. hereby agree that the S.S.P. Agreement is hereby terminated as of the Effective Date of this Termination Agreement, as defined below, and the City hereby

releases S.S.P. from all further obligations and liabilities under the S.S.P. Agreement, including but not limited to, any rights or interest of the City under any performance bond posted pursuant to Section 2.8 of the S.S.P. Agreement.

2. This Termination Agreement shall become effective as of the day and year first written above upon satisfaction of all the following conditions precedent: (i) execution hereof by S.S.P. and all necessary and duly authorized representatives of the City, including the Mayor; and (ii) execution by the City and United Airlines, Inc., of the Hangar Site Lease Amendment referenced in the fourth Whereas clause above; and (iii) total vacation of the Premises by S.S.P.; and (iv) delivery of duly executed originals of the Termination Agreement and the Hangar Site Lease Amendment to all parties. In the event the foregoing conditions precedent are not satisfied on or before July 15, 1987, then this Termination Agreement shall be null and void and of no force and effect.

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

In Witness Whereof, the parties hereto have caused this Termination Agreement to be executed under their respective seals on the day and year first above written.

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

[Signature forms omitted for printing purposes.]

EXECUTION OF AMENDMENT NUMBER 1 TO AMENDED AND RESTATED AIRPORT USE AGREEMENT AND TERMINAL FACILITIES LEASE WITH UNITED AIRLINES, INCORPORATED FOR PREMISES AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, June 2, 1987.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance authorizing the approval and execution of Amendment No. 1 to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease, between the City of Chicago and United Airlines, Inc., (which was referred on May 26, 1987) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, 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 Amendment No. 1 to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease, attached hereto between the City and United Airlines, Inc. is hereby authorized and approved. The Mayor, the Comptroller and the Commissioner of the Department of Aviation are hereby authorized to execute the Amendment No. 1 to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease in substantially the form attached hereto and the City Clerk is authorized to attest and affix the seal of the City of Chicago, after approval by the Corporation Counsel as to form and legality.

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

Amendment Number 1 to the amended and restated airport use agreement and terminal facilities lease reads as follows:

Amendment No. 1 To The Amended And Restated Airport Use Agreement And Terminal Facilities Lease.

This Amendment No. 1 to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease made and entered into as of this _____ day of _____, 1987, 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 United Airlines, Inc., a corporation organized and existing under the laws of the State of Delaware ("Airline").

Witnesseth:

Whereas, City and Airline have entered into an Amended and Restated Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1985 (the "Use Agreement");

Whereas, it is necessary and advisable to amend the Use Agreement in certain respects;

Now, Therefore, in consideration of the premises and of the mutual covenants and agreements herein contained, City and Airline agree as follows:

Section 1. The revised Exhibits J-1, J-2, K, K-1 and K-2, copies of which are attached hereto as Exhibits A, B, C, D and E, respectively, are hereby substituted for Exhibits J-1, J-2, K, K-1 and K-2 attached to the Use Agreement.

Section 2. This Amendment No. 1 may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

In Witness Whereof, City has caused this Amendment No. 1 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 Amendment No. 1 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.]

Exhibits A, B, D and E attached to this Amendment Number 1 read as follows:

Exhibit A.

Airline's Phase II Exclusive Use Premises

Exhibit J-1.

(a) City and Airline agree that Airline's Phase II Exclusive Use Premises in Terminal Building No. 1, its associated Satellite Concourse Building and Concourse D (which are generally depicted in Drawing Nos. 1-24 inclusive, of this Exhibit J-1) shall comprise approximately 769,375 square feet, of which 601,673 square feet shall be deemed Airline's Existing Footage, and 167,702 square feet shall be deemed Airline's Additional Footage. Of the total Existing Footage, approximately 250,139 square feet are being constructed by Airline pursuant to Section 8.01.

(b) City and Airline agree that Airline may require use of hold areas and operations areas in Concourse Building D other than those areas depicted on Drawing Nos. 23 and 24 of this Exhibit J-1 until such time as said premises are demolished. City hereby grants to Airline an option (which may be exercised at any time prior to the date(s) of vacation specified in Section 4.03(d) of the Airport Use Agreement(s) of the Airline Parties having Exclusive Use Premises in Concourse Building D, by Airline giving written notification to

the City of Airline's exercise of said option) to include in Airline's Phase II Exclusive Use Premises any or all of the following premises in Concourse Building D:

(i) an aggregate of approximately 17,200 square feet of space located on the second floor of Concourse Building D, as depicted on Drawing No. 24 of this Exhibit J-1; and

(ii) an aggregate of approximately 28,969 square feet of space located on the first floor (ramp level) of Concourse Building D, as depicted on Drawing No. 23 of this Exhibit J-1.

Upon the exercise by Airline of said option with respect to any or all of the described premises, City and Airline agree that this Exhibit J-1 shall be appropriately amended, without further action other than the technicality of attaching new Exhibit J-1 pages to this Agreement, to reflect the actual square footage of Concourse D Premises utilized by Airline and Airline's totals of Phase II Exclusive Use Premises and Existing Footage, set forth in Paragraph (a) above of this Exhibit J-1 will be increased or decreased accordingly.

(c) City and Airline agree that Terminal Building No. 1 and its associated Satellite Concourse Building, as constructed, will not include the following areas in Airline's Exclusive Use Premises:

(i) the underground passenger concourse except as already shown on Drawing Nos. 4 and 5;

(ii) all "U.A. Expansion/Improvement Areas" shown on Drawing Nos. 1, 6, 9, 13, 16 and 19, unless and until all or a portion thereof is enclosed and finished by Airline, pursuant to Section 8.01(b), or otherwise, for exclusive use by Airline;

(iii) the ramp driveways associated with the Satellite Concourse Building shown on Drawing Nos. 7, 8, 14 and 15; and

(iv) all other areas of Terminal Building No. 1 and the Satellite Concourse Building (shown on Drawing Nos. 1-24 inclusive) not deemed to be Exclusive Use Premises in the completed structures.

(d) City and Airline agree that the exact configuration of the Exclusive Use Premises, including those to be constructed in the Expansion/Improvement Areas, are subject to changes and refinements prior to Airline's Date of Beneficial Occupancy with regard hereto, which changes and refinements shall be subject to mutual agreement by City and Airline, and that when final decisions have been made and all necessary construction is completed, appropriate amendments, if any, shall be made to this Exhibit J-1; it is understood and agreed that:

(i) the number of building levels and the location of Airline's functional areas may be changed upon the request of Airline, concurrence with such request not to be unreasonably withheld by City;

(ii) Airline shall have the right and option to expand or improve its Phase II Exclusive Use Premises, pursuant to Section 8.01(b), into any or all of the areas shown as "U.A. Expansion/Improvement Areas" on the Drawings of this Exhibit J-1, and to have any areas so improved or expanded thereafter included in Airline's Exclusive Use Premises as Existing Footage, and City shall not take or authorize any action that will interfere with or prevent Airline's exercise of said option; and

(iii) any amendments required by the final construction drawings, or the exercise of Airline's option under Paragraph (b) and/or (d)(ii) of this Exhibit J-1, shall be effected without further action other than the technicality of attaching new Exhibit J-1 pages to this Agreement.

(e) (i) In addition to the premises described in Paragraph (a) above, Airline's Phase II Exclusive Use Premises may include as Additional Footage, for the sole purpose of providing Airline with premises and facilities necessary to accommodate the operations of Braniff, Inc., the following premises in Terminal Building No. 2:

(1) an aggregate of approximately 1,300 square feet of space located on the second floor of Terminal Building No. 2, as depicted on Drawing No. 26 of this Exhibit J-1; and

(2) an aggregate of approximately 3,634 square feet of space located on the first floor of Terminal Building No. 2, as depicted on Drawing No. 25 of this Exhibit J-1.

(ii) City and Airline agree that if the premises described above are required to accommodate the operations of Braniff, Inc., the square footage with respect to the premises described above will be included in Airline's totals of Phase II Exclusive Use Premises and of Additional Footage, as set forth in Paragraph (a) above of this Exhibit J-1, until such time that the premises described under Paragraph (e)(i) of Exhibit J-2 are available for occupancy, at which time Airline agrees, upon request of City, to release back the premises described under Paragraph (e)(i) above, and City agrees to substitute therefor the premises described under Paragraph (e)(i) of Exhibit J-2.

City and Airline agree that, in the event any or all of the premises described under Paragraph (e)(i) above of this Exhibit J-1 are no longer required by Airline in order to accommodate the operations of Braniff, Airline agrees, upon request of City, to release back said premises to City, and City agrees to deduct the square footage of said released premises from airline's totals of Phase II Exclusive Use Premises and of Additional Footage.

(f) City and Airline agree that, in order to provide a safe, orderly and efficient flow of aircraft movements on the ground in and around Terminal Building No. 1 and its associated Satellite Concourse Building, (i) the aircraft parking limit line on the northwest side of Concourse Building E shall not exceed two hundred (200) feet measured perpendicularly outward from the northwest face of Concourse Building E, and (ii) except

for extraordinary circumstances, aircraft movements on the taxi lanes between Terminal Building No. 1 and its associated Satellite Concourse Building shall be restricted to aircraft departing from or arriving at those Buildings.

(g) City and Airline agree that the provisions of the agreement set forth in Subparagraph (f) immediately above shall be specifically incorporated by City into the Airport rules and regulations governing Aircraft Operators at the Airport.

[Maps attached to Exhibit A (a/k/a Exhibit J-1) printed on pages 943 through 973 of this Journal.

Exhibit B.

Airline's Phase III Exclusive Use Premises

Exhibit J-2.

(a) City and Airline agree that Airline's Phase III Exclusive Use Premises in Terminal Building No. 1 and its associated Satellite Concourse Building (which are generally depicted in Drawing Nos. 1-24 inclusive, of this Exhibit J-2) shall comprise approximately 827,946 square feet, of which 598,149 square feet shall be deemed Airline's Existing Footage and 229,797 square feet shall be deemed Airline's Additional Footage, approximately 291,058 square feet are being constructed by Airline pursuant to Section 8.01.

(b) Airline and City agree that prior to Airline's occupancy of all of its Phase III Exclusive Use Premises, the number of square feet of Exclusive Use Premises which shall be deemed Airline's Additional Footage shall be increased by an amount which shall be equal to (i) the number of linear feet of occupied aircraft parking area in excess of that depicted in Exhibit K-1, times (ii) 117.604; in no event shall the total Additional Footage exceed that specified in Paragraph (a) above. Aircraft parking areas will be deemed to be occupied when passenger access to aircraft parking in such areas is provided through loading bridge connections to the terminal or concourse buildings. Airline shall notify Commissioner of any changes in aircraft parking area occupancy thirty (30) days prior to occupancy.

(c) City and Airline agree that Terminal Building No. 1 and its associated Satellite Concourse Building, as constructed, will not include the following areas in Airline's Exclusive Use Premises:

(i) the underground passenger concourse except as already shown on Drawings Nos. 4 and 5;

(ii) all "U.A. Expansion/Improvement Areas" shown on Drawing Nos. 1-24, unless and until all or a portion of such areas is enclosed and furnished by Airline pursuant to Section 8.01(b), or otherwise, for exclusive use by Airline;

(Continued on page 974)

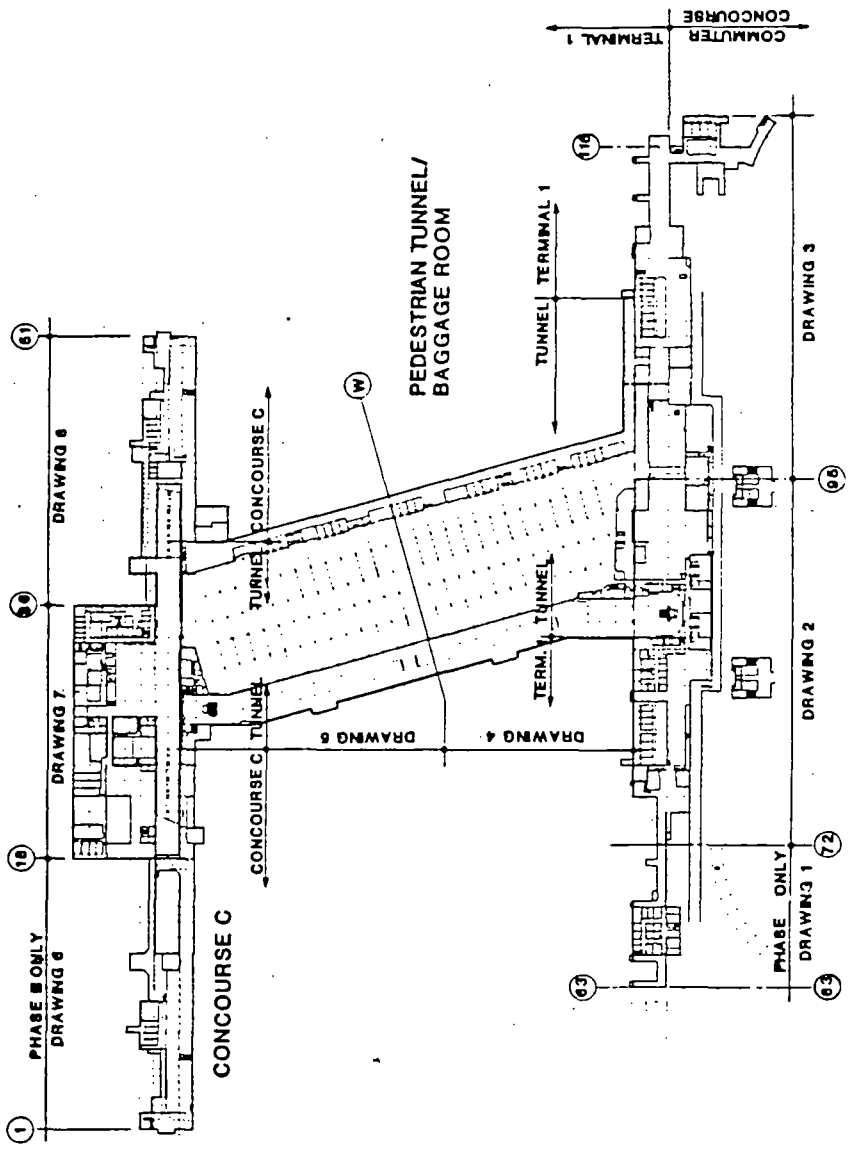
PHASE II PREMISES

TERMINAL 1/CONCOURSE B	Exclusive Use	Expansion/ Improvement	Total
Attic	0	0	0
Mezz/Penthouse	0	18,530	18,530
Upper	75,874	16,489	92,363
Lower	80,945	24,705	105,650
Basement	9,300	35,002	44,302
Subtotal Terminal 1	166,119	94,726	260,845
CONCOURSE C			
Control Tower	0	1,044	1,044
Mezz/Penthouse	0	313	313
Upper	68,127	0	68,127
Lower	4,894	71,003	75,897
Basement	12,756	75,871	88,627
Subtotal Concourse C	85,777	148,231	234,008
CONCOURSE D			
Upper	17,200	0	17,200
Lower	28,969	0	28,969
Subtotal Concourse D	46,169	0	46,169
PEDESTRIAN TUNNEL/ BAGGAGE ROOM			
Basement	221,171	7,182	228,353
GRAND TOTAL	519,236	250,139	769,375
EXISTING FOOTAGE			601,673
ADDITIONAL FOOTAGE			167,702

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Harold Washington Mayor Earl F. Hord Commissioner of Aviation Paul Karas Commissioner of Public Works
O'HARE ASSOCIATES Landrum & Brown

United Airlines Exclusive Use Premises Terminal 1/Pedestrian Tunnel & Bag Room/ Concourse C Allocation of Premises

Exhibit J-1



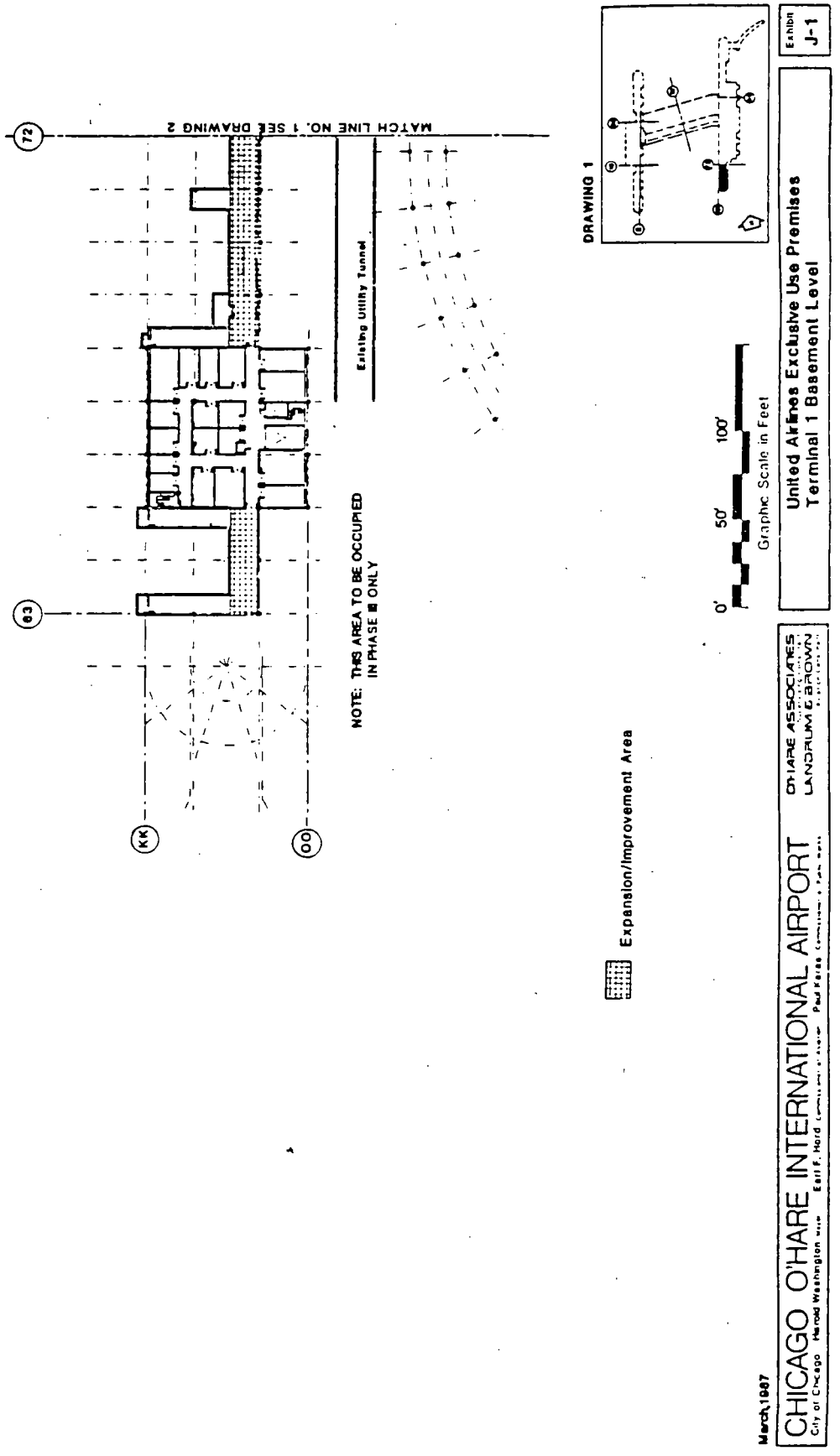
United Airlines Exclusive Use Premises Terminal 1/
Pedestrian Tunnel & Bag Room/Concourse C
Basement Level Key Plan

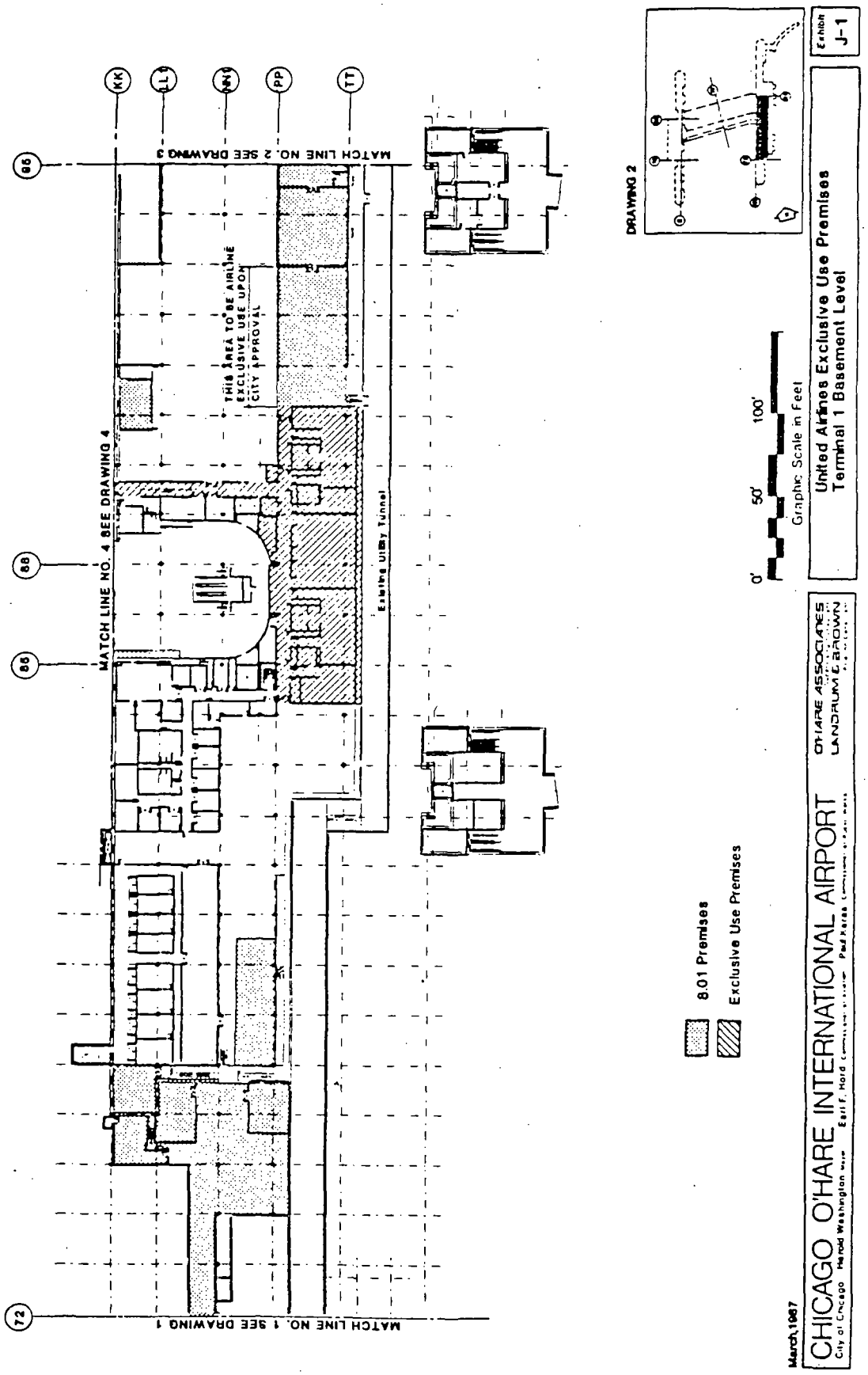
Exhibit J-1

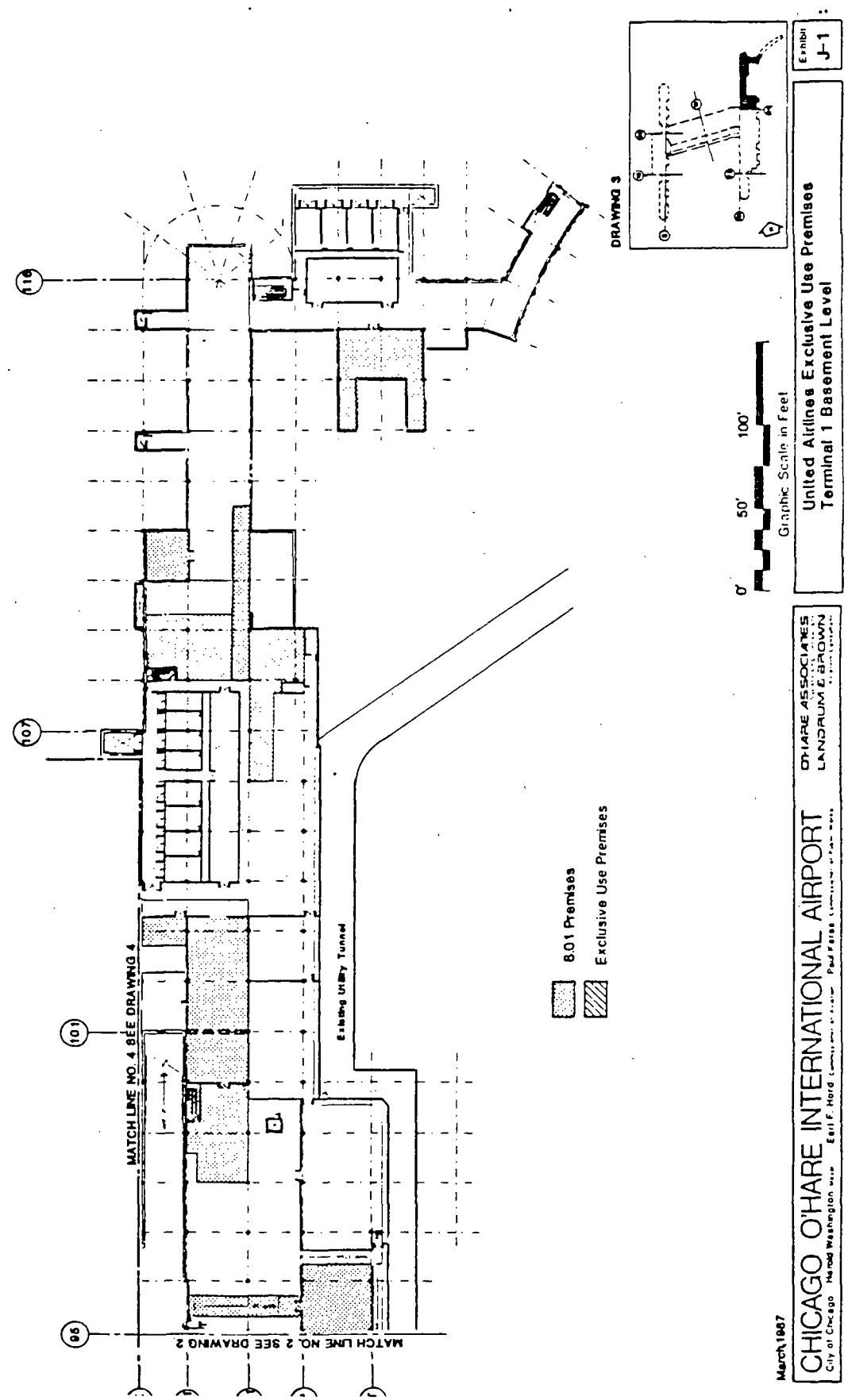
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Harold Washington Mayor Earl F. Hord Commissioner of Aviation Paul Fares Commissioner of Public Works

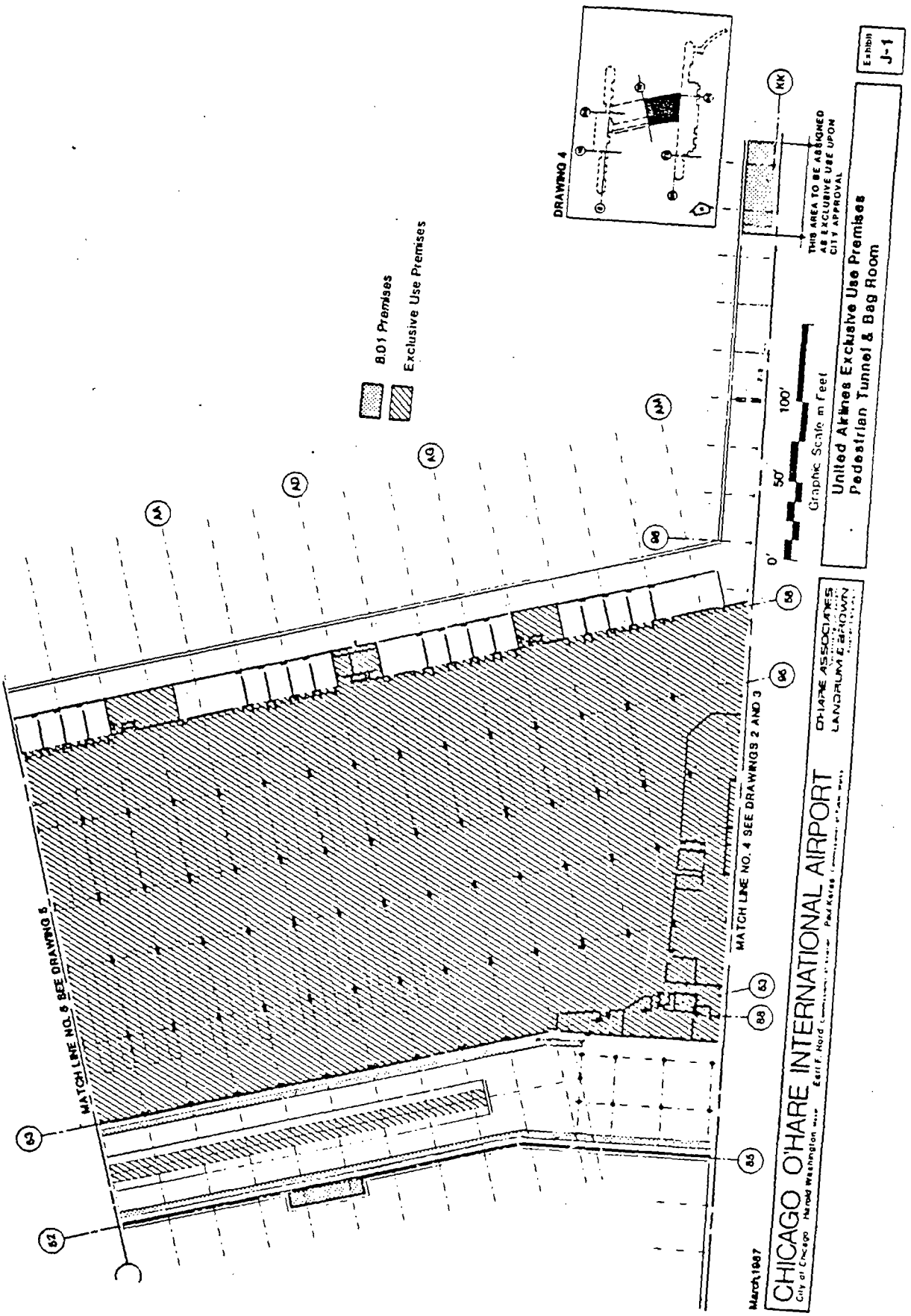
O'HARE ASSOCIATES
LANGHAM E. BROWN

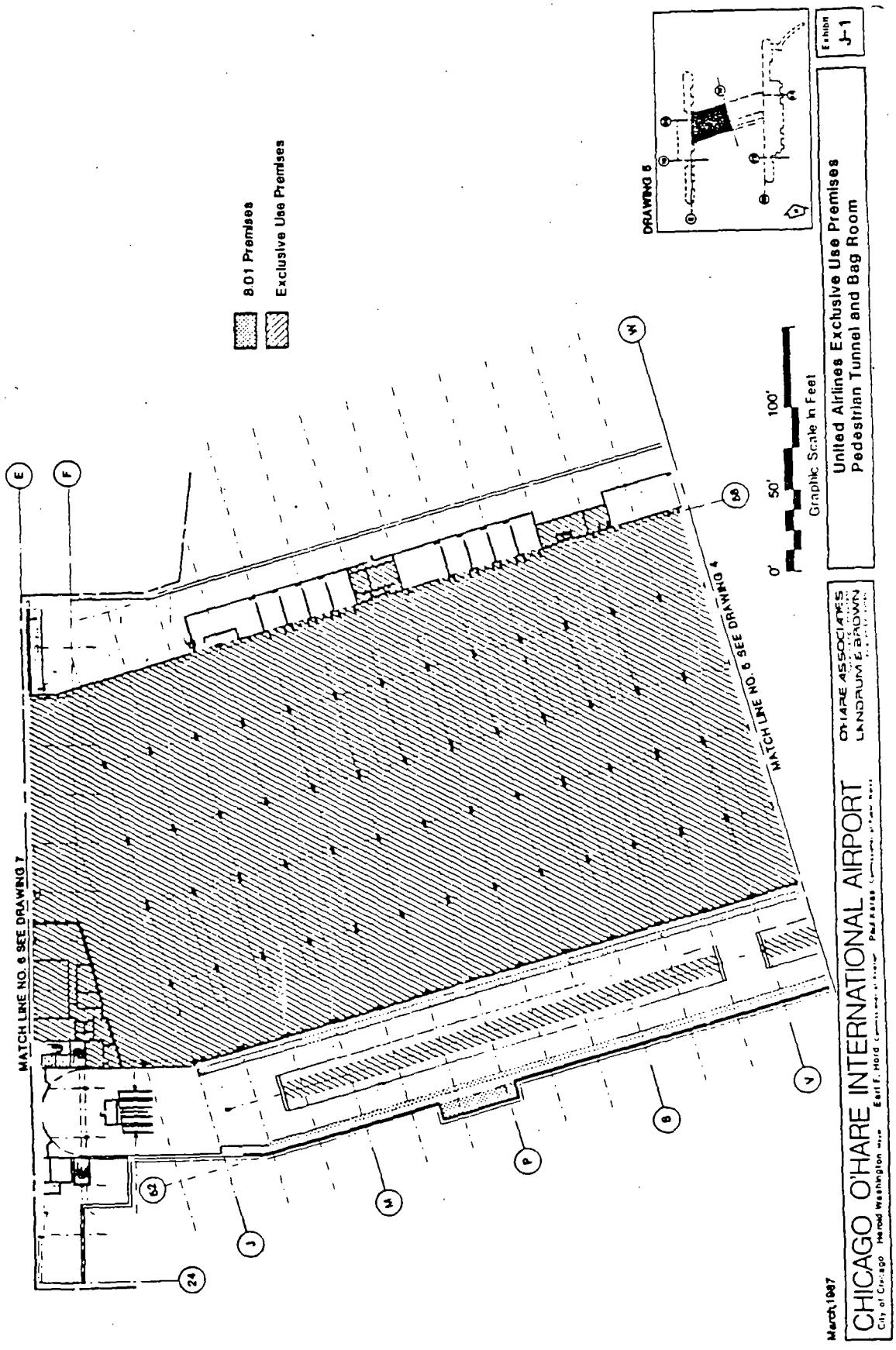
March 1987

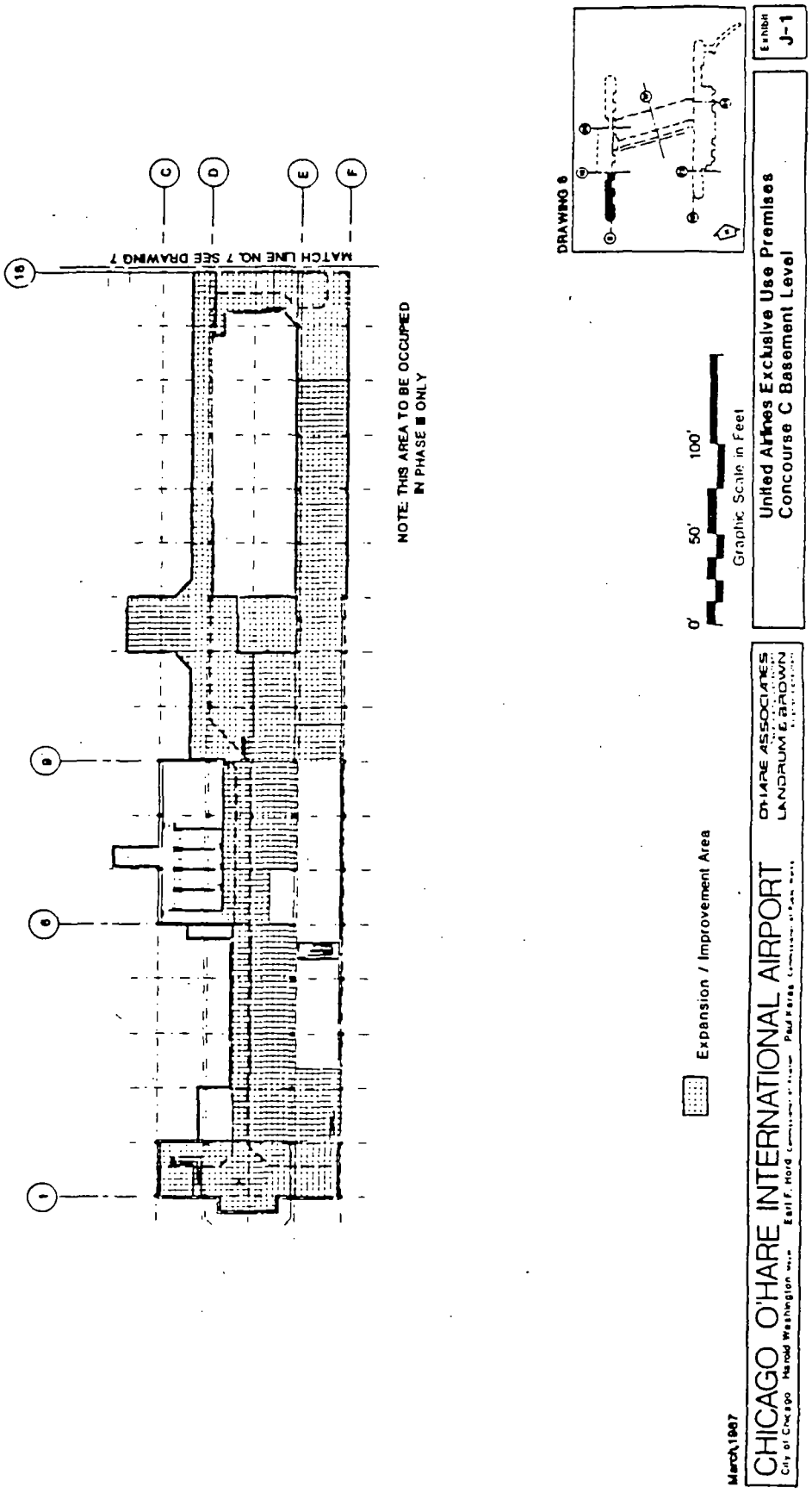

MATCH LINE NO. 1 SEE DRAWING 2
72
63
KK
OO
Existing Utility Tunnel
NOTE: THIS AREA TO BE OCCUPIED IN PHASE II ONLY
DRAWING 1
Expansion/Improvement Area
0'
50'
100'
Graphic Scale in Feet
United Airlines Exclusive Use Premises
Terminal 1 Basement Level
Exhibit J-1
March, 1987
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Harold Washington Mayor Earl F. Hord Commissioner of Aviation Paul Karas Commissioner of Public Works
O'HARE ASSOCIATES
LANDRUM & BROWN

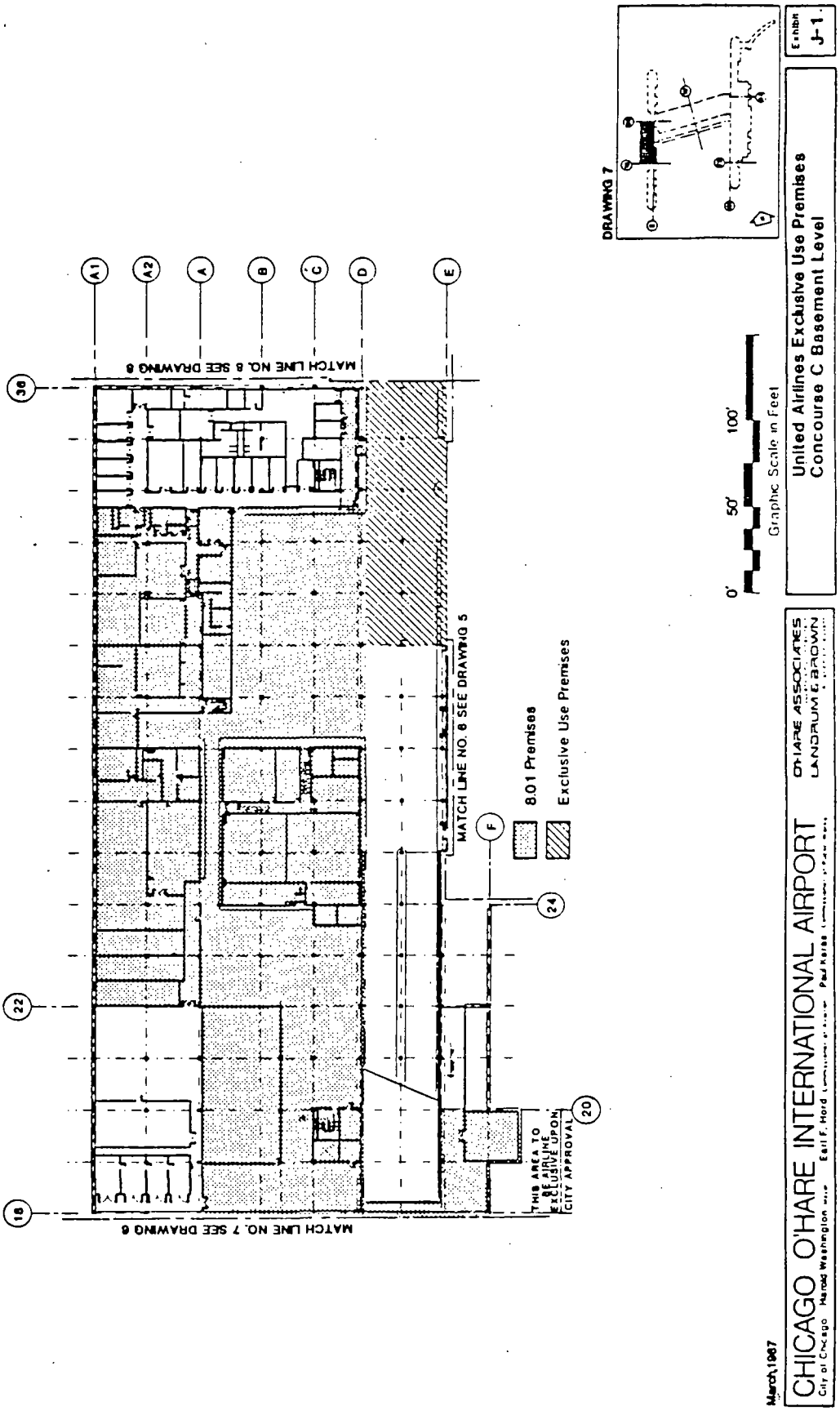

KK
LL
MM
PP
TT
86
88
72
MATCH LINE NO. 2 SEE DRAWING 3
MATCH LINE NO. 4 SEE DRAWING 4
MATCH LINE NO. 1 SEE DRAWING 1
THIS AREA TO BE AIRLINE EXCLUSIVE USE UPON CITY APPROVAL
Existing Utility Tunnel
DRAWING 2
Exhibit J-1
United Airlines Exclusive Use Premises
Terminal 1 Basement Level
0'
50'
100'
Graphic Scale in Feet
8.01 Premises
Exclusive Use Premises
March, 1987
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Harold Washington Mayor
O'HARE ASSOCIATES
LANDRUM & BROWN

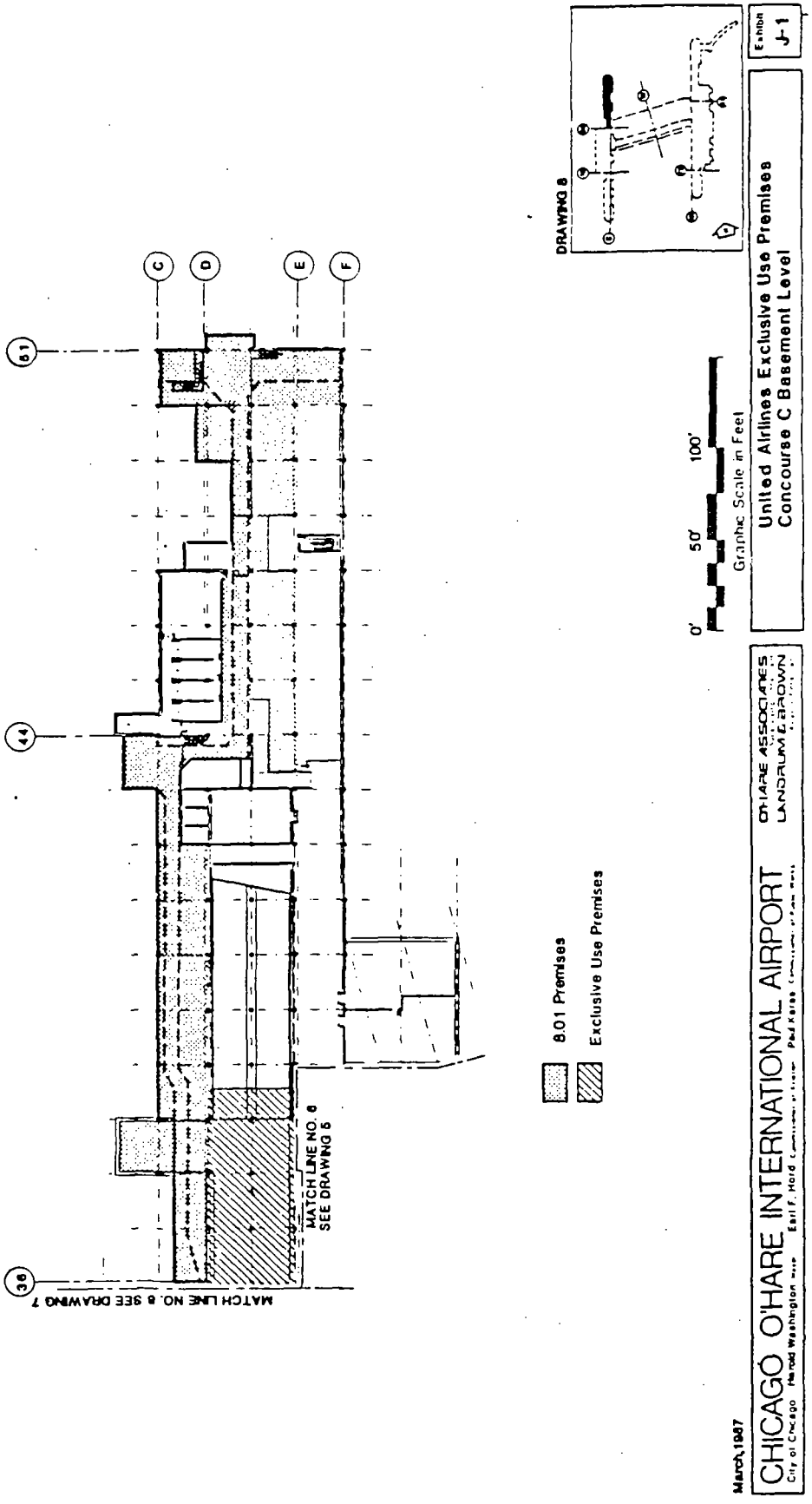

DRAWING 3
Exhibit J-1
United Airlines Exclusive Use Premises
Terminal 1 Basement Level
0' 50' 100'
Graphic Scale in Feet
8.01 Premises
Exclusive Use Premises
Existing Utility Tunnel
MATCH LINE NO. 4 SEE DRAWING 4
MATCH LINE NO. 2 SEE DRAWING 2
118
107
101
95
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN
March 1987

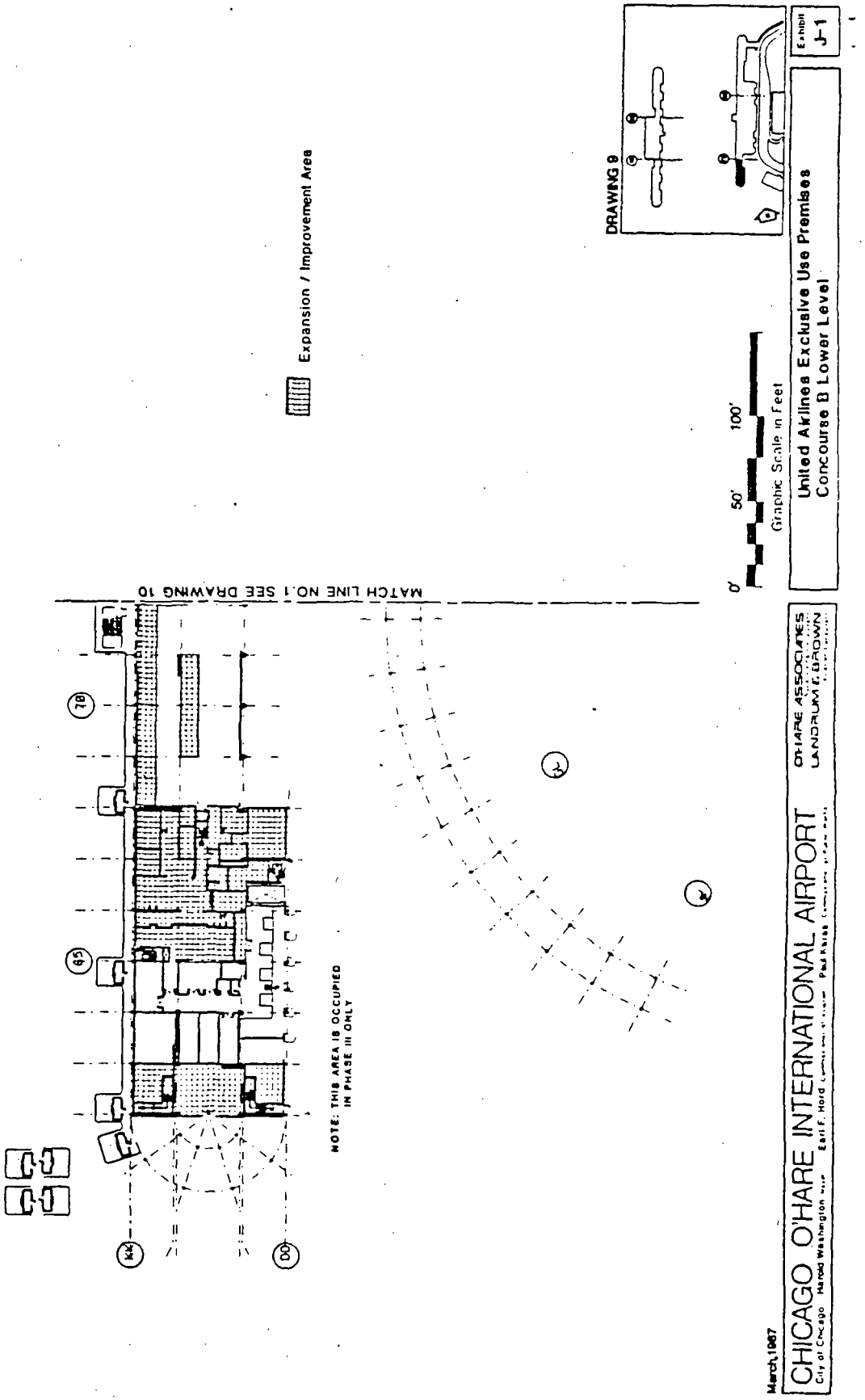

Exhibit J-1
DRAWING 4
THIS AREA TO BE ASSIGNED AS EXCLUSIVE USE UPON CITY APPROVAL
B.O.I Premises
Exclusive Use Premises
Graphic Scale in Feet
0'
50'
100'
United Airlines Exclusive Use Premises
Pedestrian Tunnel & Bag Room
MATCH LINE NO. 5 SEE DRAWING 5
MATCH LINE NO. 4 SEE DRAWINGS 2 AND 3
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Harold Washington Mayor Earl F. Hord Commissioner
O'HARE ASSOCIATES
LANDRUM & BROWN
March 1987

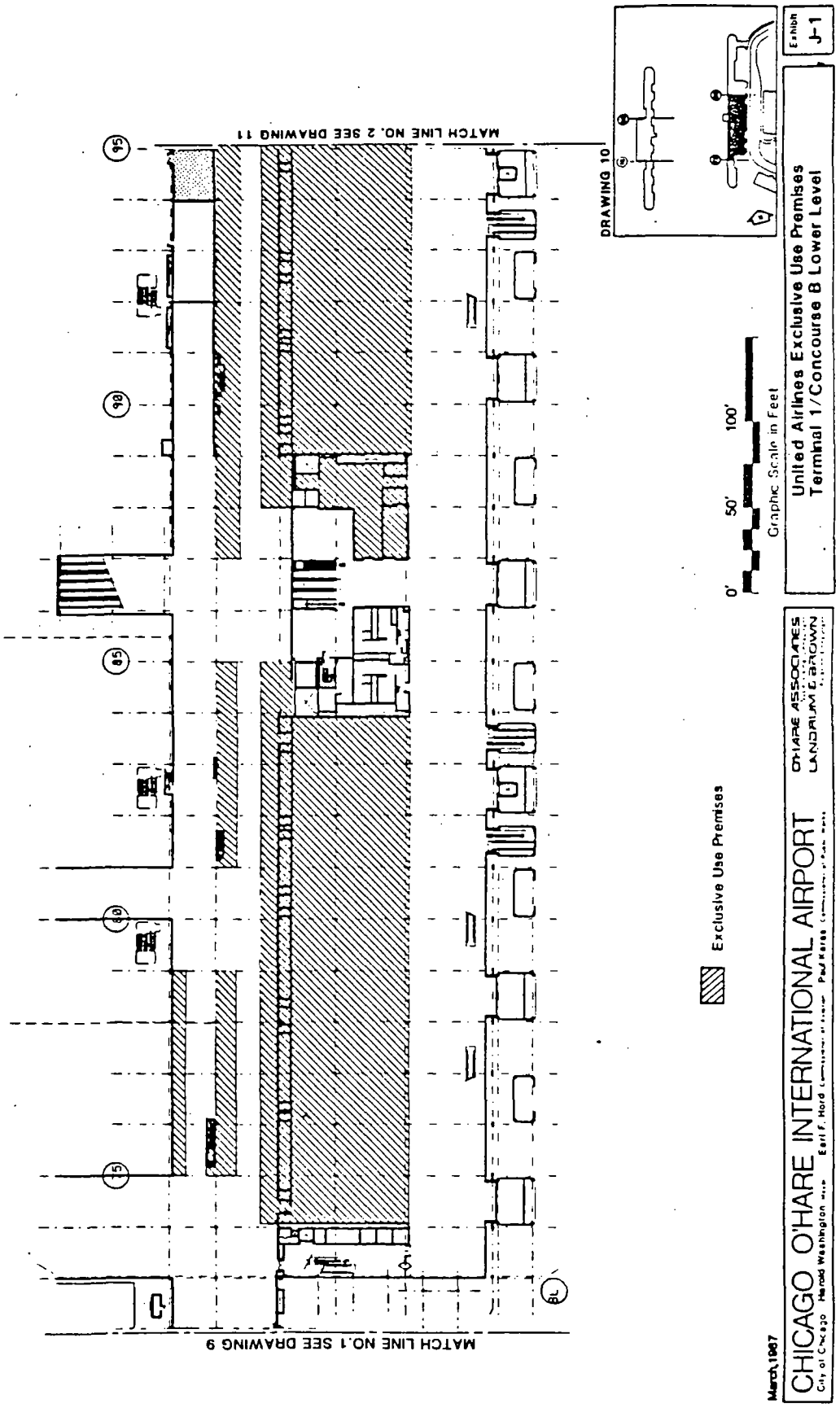

8.01 Premises
Exclusive Use Premises
DRAWING 5
Graphic Scale in Feet
0'
50'
100'
United Airlines Exclusive Use Premises
Pedestrian Tunnel and Bag Room
Exhibit J-1
MATCH LINE NO. 6 SEE DRAWING 7
MATCH LINE NO. 6 SEE DRAWING 4
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Harold Washington Mayor
O'HARE ASSOCIATES
LANDRUM & BROWN
March 1987

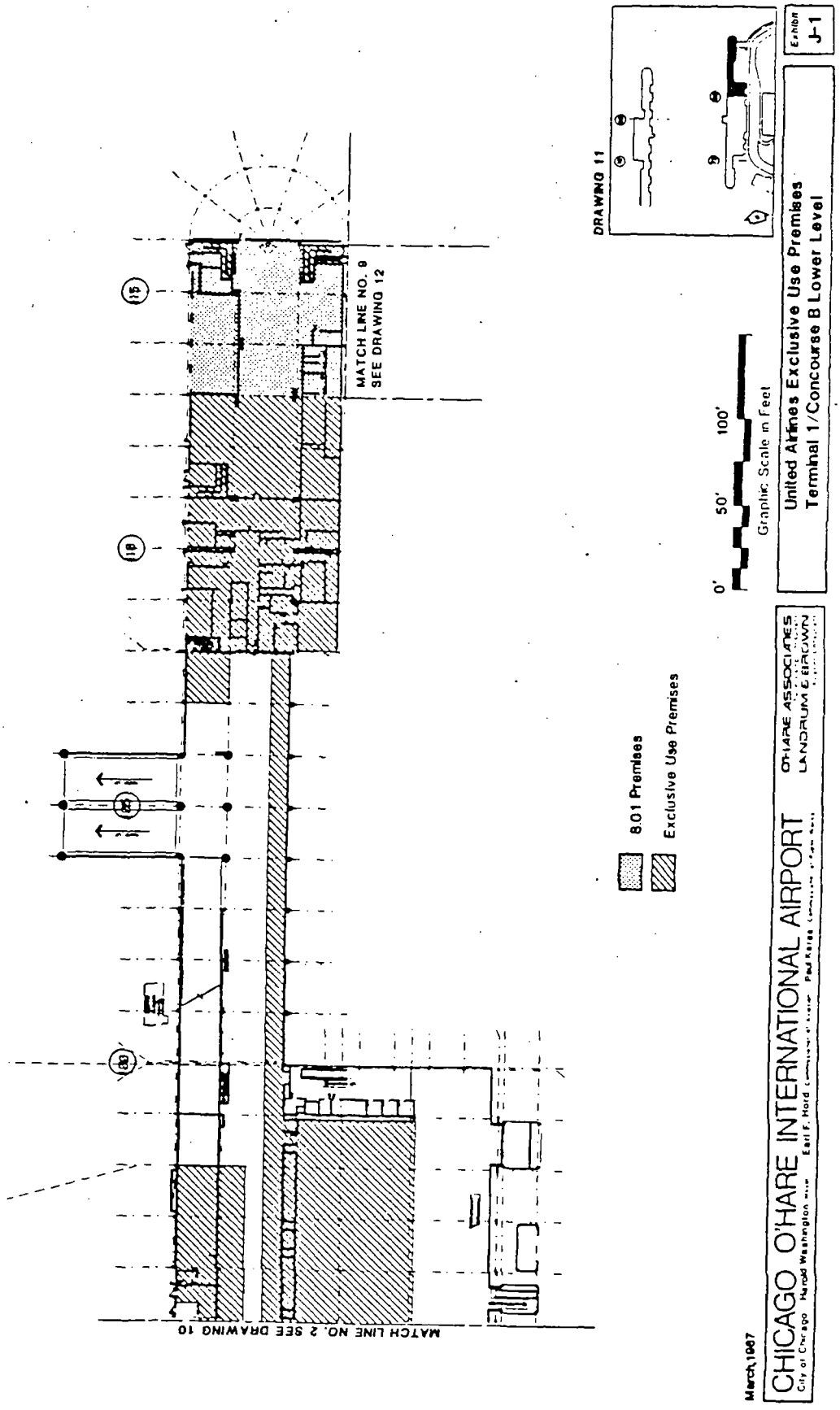

C
D
E
F
MATCH LINE NO. 7 SEE DRAWING 7
NOTE: THIS AREA TO BE OCCUPIED IN PHASE II ONLY
DRAWING 8
Exhibit J-1
United Airlines Exclusive Use Premises
Concourse C Basement Level
0'
50'
100'
Graphic Scale in Feet
Expansion / Improvement Area
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Harold Washington Mayor Earl F. Hord Commissioner of Aviation Paul Kirks Commissioner of Public Works
O'HARE ASSOCIATES
LANDRUM & BROWN
March 1987

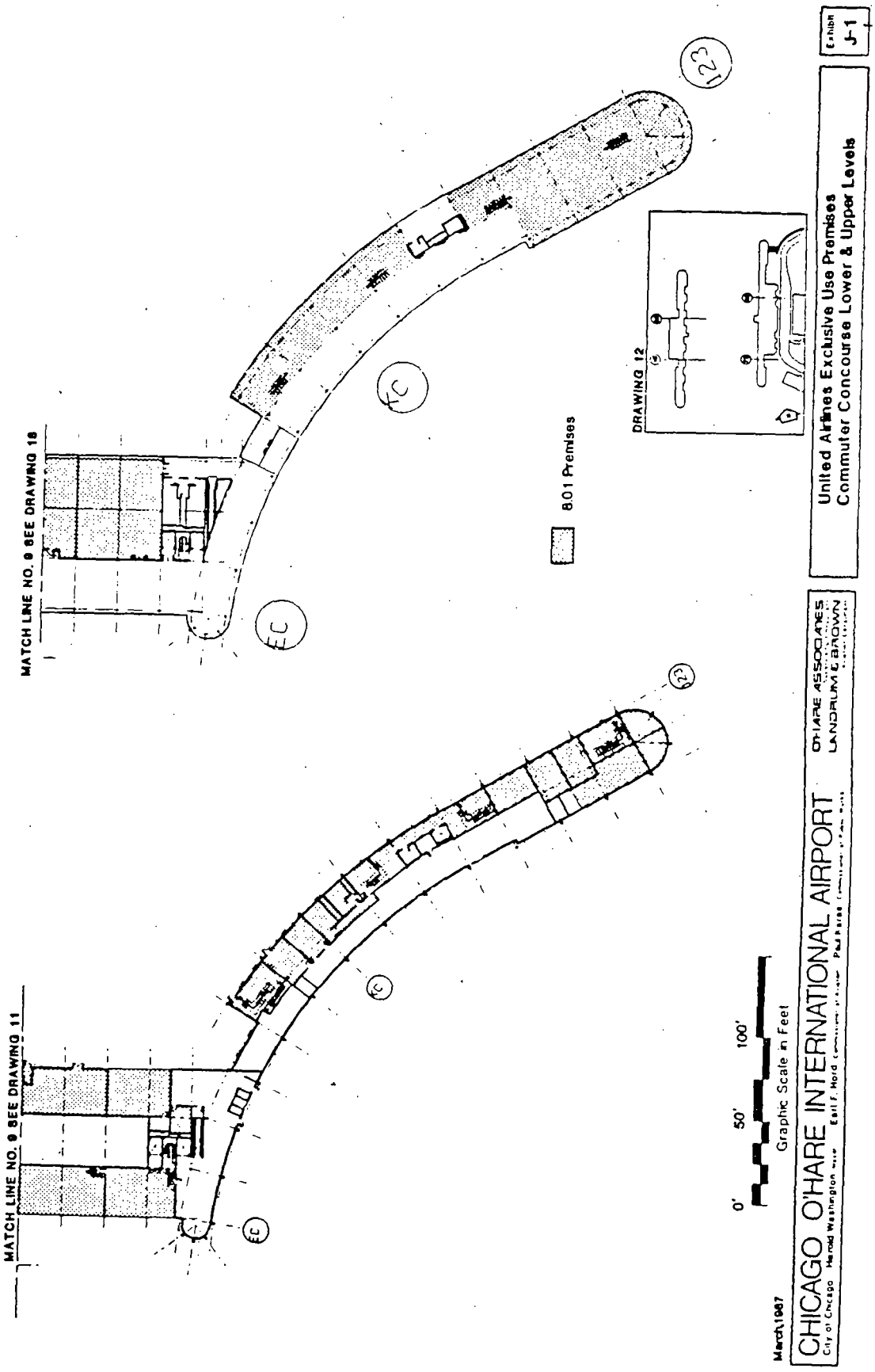

A1
A2
A
B
C
D
E
30
22
18
24
20
F
MATCH LINE NO. 8 SEE DRAWING 8
MATCH LINE NO. 6 SEE DRAWING 5
MATCH LINE NO. 7 SEE DRAWING 6
8.01 Premises
Exclusive Use Premises
THIS AREA TO BE AIRLINE EXCLUSIVE UPON CITY APPROVAL
DRAWING 7
0'
50'
100'
Graphic Scale in Feet
United Airlines Exclusive Use Premises
Concourse C Basement Level
Exhibit J-1
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Harold Washington Mayor
O'HARE ASSOCIATES
LANDRUM & BROWN
March, 1987

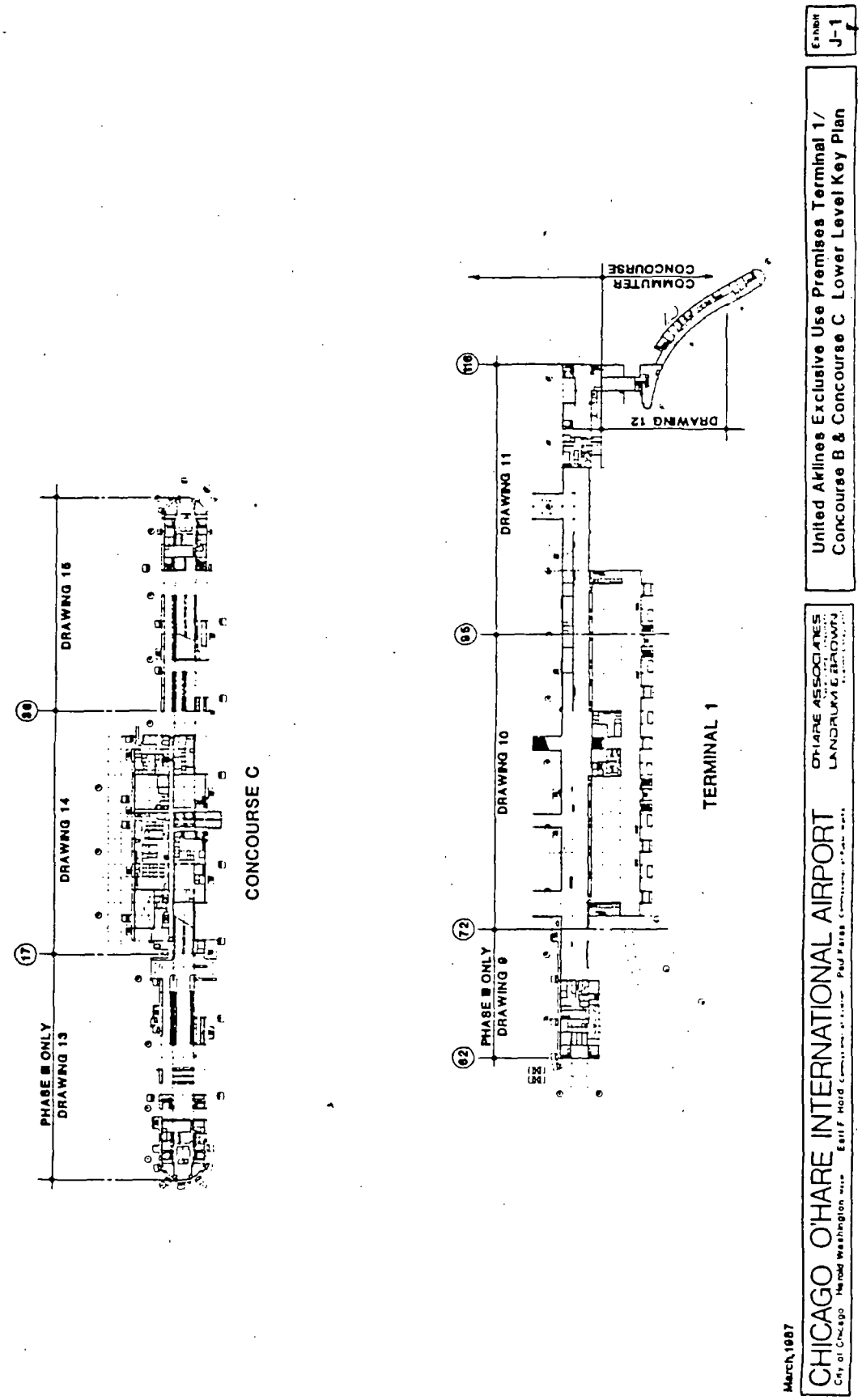

C
D
E
F
61
44
36
MATCH LINE NO. 6
SEE DRAWING 6
MATCH LINE NO. 6 SEE DRAWING 7
DRAWING 6
8.01 Premises
Exclusive Use Premises
0'
50'
100'
Graphic Scale in Feet
United Airlines Exclusive Use Premises
Concourse C Basement Level
Exhibit J-1
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Harold Washington Mayor Earl F. Hold Commissioner of Aviation Paul Karas Executive Director
O'HARE ASSOCIATES
LANDRUM & BROWN
March, 1987

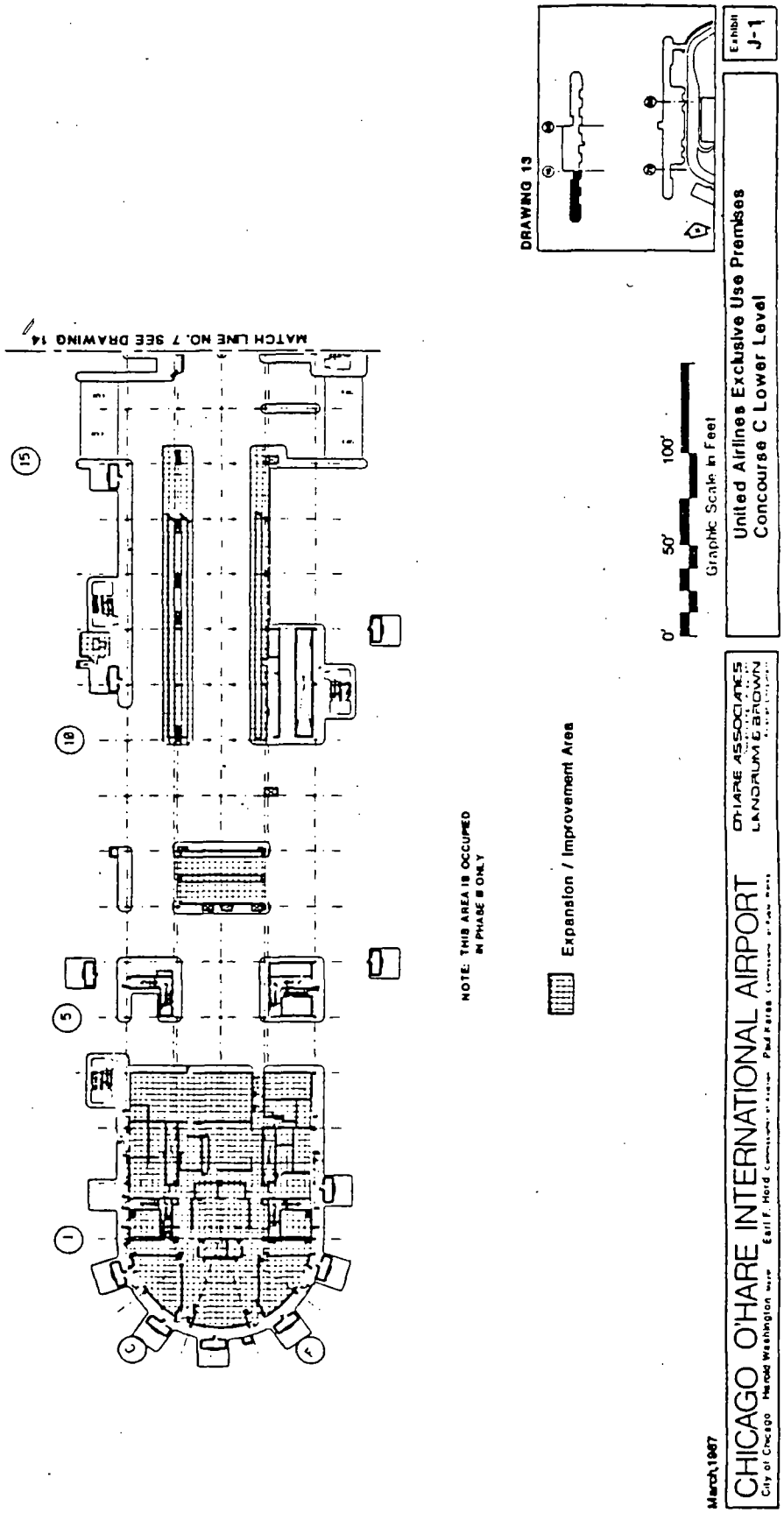

Exhibit J-1
DRAWING 9
Expansion / Improvement Area
United Airlines Exclusive Use Premises
Concourse D Lower Level
0' 50' 100'
Graphic Scale in Feet
MATCH LINE NO. 1 SEE DRAWING 10
NOTE: THIS AREA IS OCCUPIED IN PHASE III ONLY
CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES
LANDRUM & BROWN
March, 1987

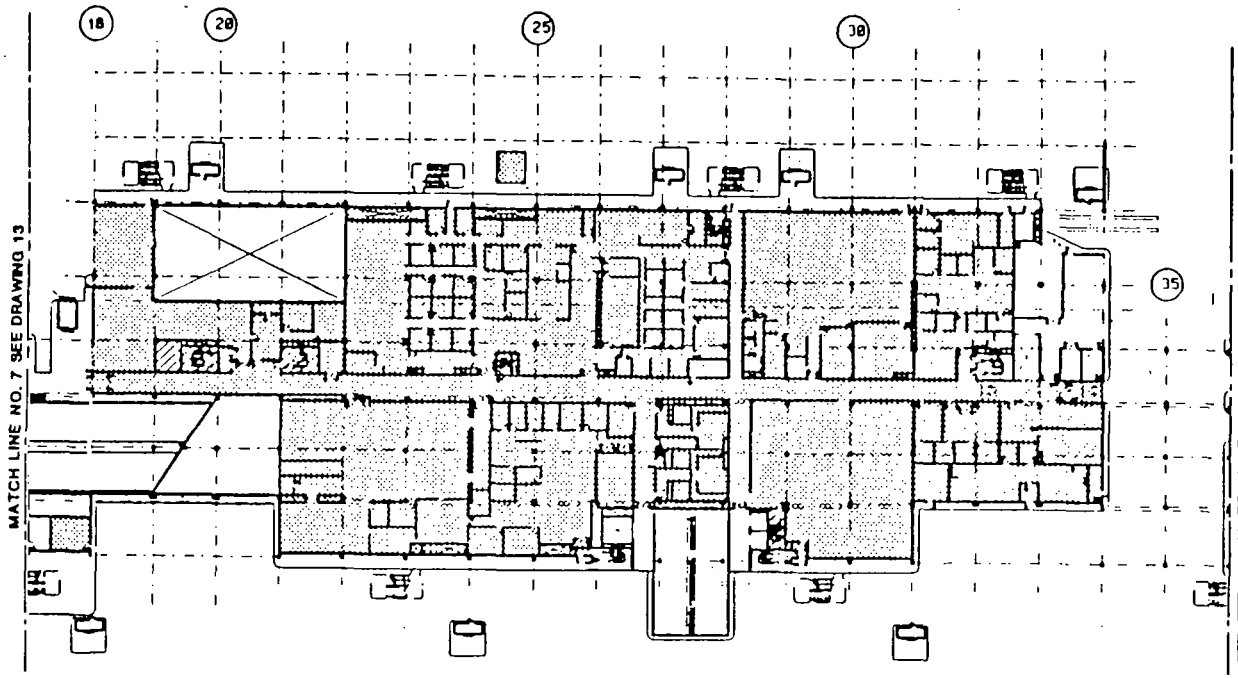

MATCH LINE NO. 2 SEE DRAWING 11
MATCH LINE NO. 1 SEE DRAWING 9
DRAWING 10
Exclusive Use Premises
Graphic Scale in Feet
0'
50'
100'
United Airlines Exclusive Use Premises
Terminal 1/Concourse B Lower Level
EXHIBIT J-1
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Harold Washington Mayor Earl F. Hord Commissioner of Aviation Paul Karas Commissioner of Public Works
C'HARE ASSOCIATES
LANDRUM & BROWN
March, 1987


MATCH LINE NO. 9 SEE DRAWING 12
MATCH LINE NO. 2 SEE DRAWING 10
DRAWING 11
8.01 Premises
Exclusive Use Premises
0' 50' 100'
Graphic Scale in Feet
United Airlines Exclusive Use Premises
Terminal 1/Concourse B Lower Level
Exhibit J-1
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Harold Washington Mayor Earl F. Hord Commissioner of Aviation
O'HARE ASSOCIATES
LANDRUM & BROWN
March, 1987

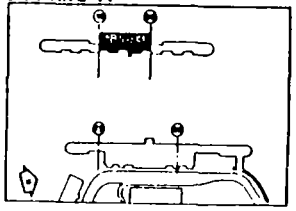

MATCH LINE NO. 9 SEE DRAWING 10
MATCH LINE NO. 9 SEE DRAWING 11
801 Premises
DRAWING 12
United Airlines Exclusive Use Premises
Commuter Concourse Lower & Upper Levels
Exhibit J-1
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Harold Washington Mayor Earl F. Hord Commissioner of Aviation
O'HARE ASSOCIATES
LANDRUM & BROWN
Graphic Scale in Feet
0' 50' 100'
March 1987


CONCOURSE C
DRAWING 16
DRAWING 14
DRAWING 13
PHASE II ONLY
TERMINAL 1
DRAWING 11
DRAWING 10
DRAWING 9
PHASE II ONLY
DRAWING 12
COMMUTER CONCOURSE
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Harold Washington Mayor
O'HARE ASSOCIATES
LANDRUM & BROWN
United Airlines Exclusive Use Premises Terminal 1/
Concourse B & Concourse C Lower Level Key Plan
EXHIBIT J-1
March, 1987


MATCH LINE NO. 7 SEE DRAWING 14
DRAWING 13
NOTE: THIS AREA IS OCCUPIED IN PHASE II ONLY
Expansion / Improvement Area
0'
50'
100'
Graphic Scale in Feet
United Airlines Exclusive Use Premises
Concourse C Lower Level
Exhibit J-1
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Harold Washington Mayor Emil F. Hold Commissioner of Aviation Paul Karas Commissioner of Public Works
O'HARE ASSOCIATES
LANDRUM & BROWN
March, 1987



DRAWING 14



0' 50' 100'

Graphic Scale in Feet

March,1987

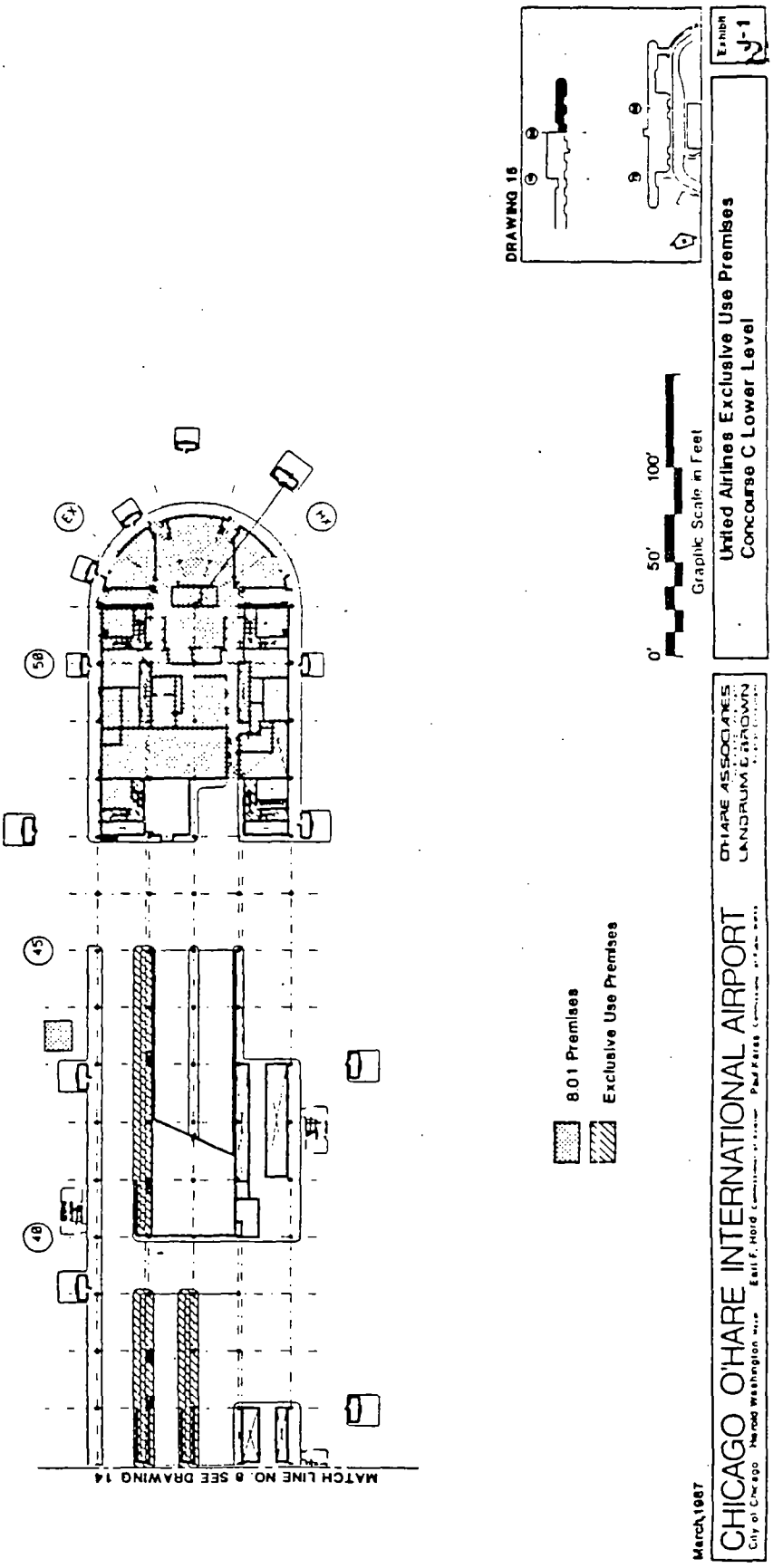
CHICAGO O'HARE INTERNATIONAL AIRPORT

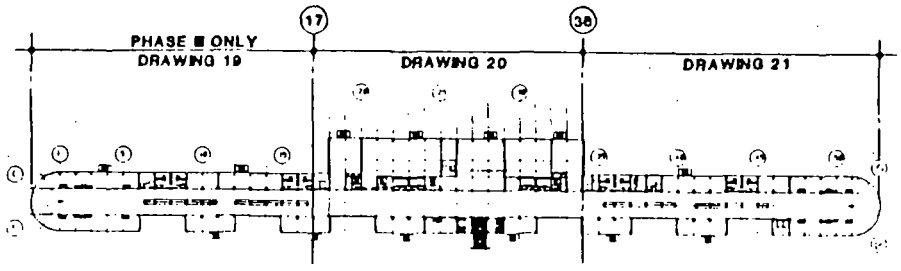
City of Chicago Harold Washington Mayor Earl F. Hord Commissioner of Aviation Paul Karas Commissioner of Public Works

O'HARE ASSOCIATES
LANDRUM & BROWN

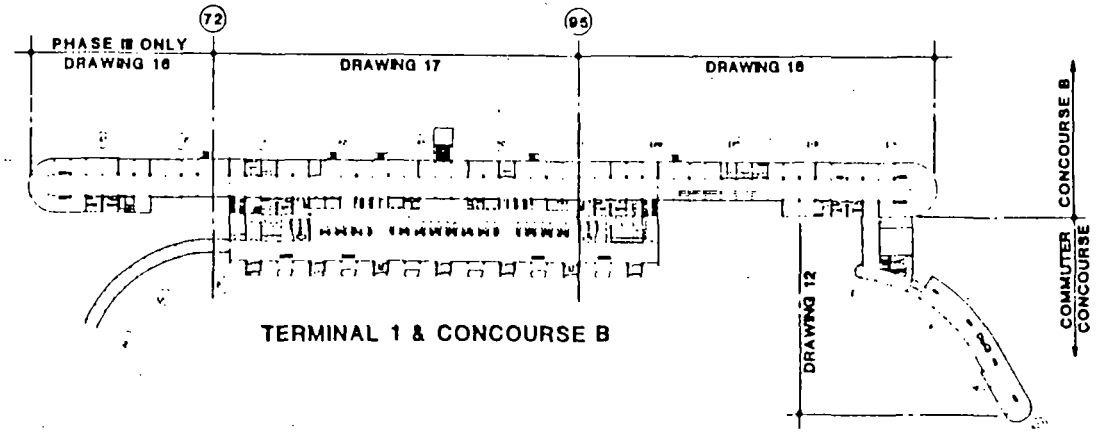
United Airlines Exclusive Use Premises
Concourse C Lower Level

Exhibit J-1


DRAWING 15
Exhibit J-1
United Airlines Exclusive Use Premises
Concourse C Lower Level
0'
50'
100'
Graphic Scale in Feet
8.01 Premises
Exclusive Use Premises
MATCH LINE NO. 6 SEE DRAWING 14
CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES
LANDRUM & BROWN
March 1987



CONCOURSE C



TERMINAL 1 & CONCOURSE B

March,1987

Scale: 1"-20'-0"

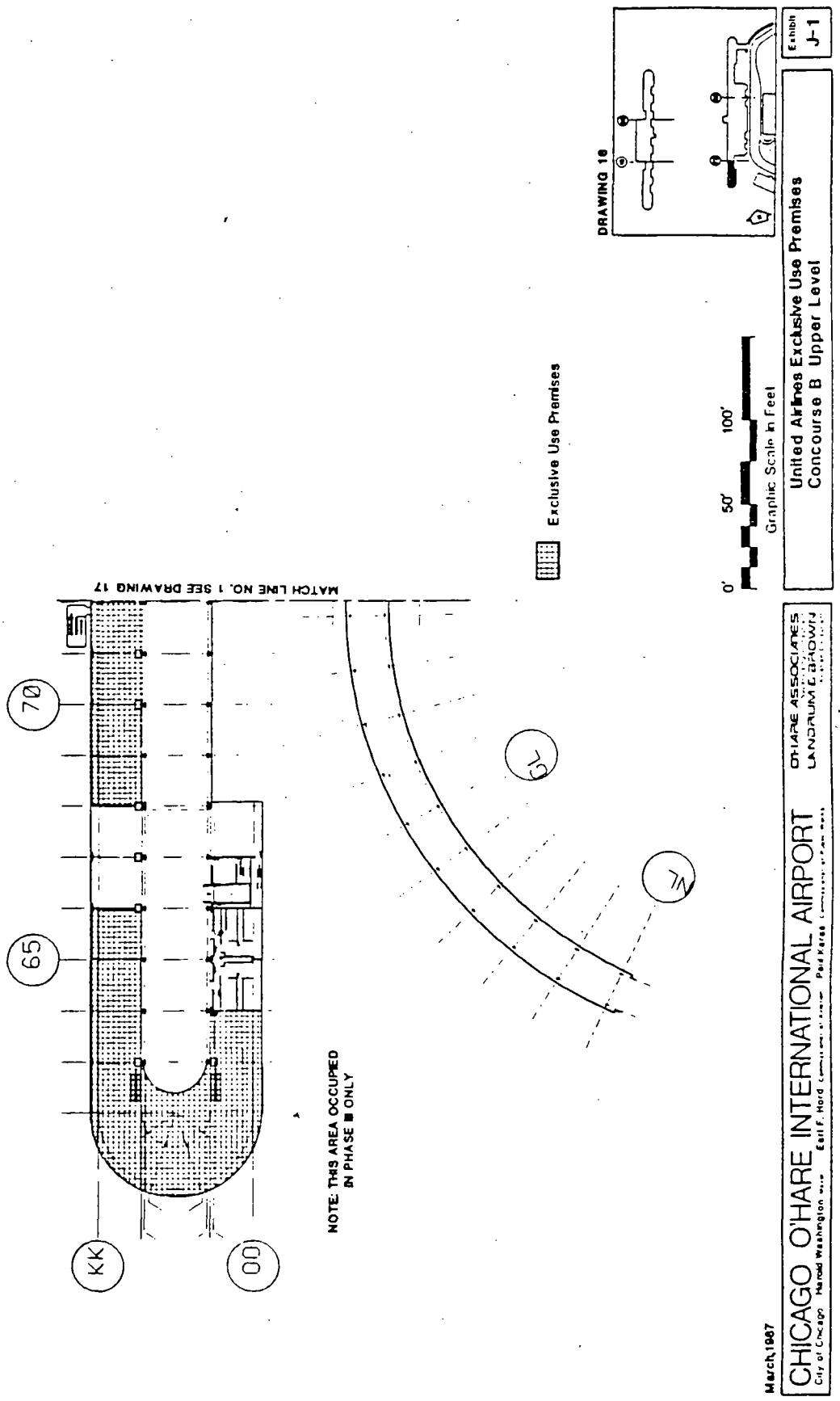
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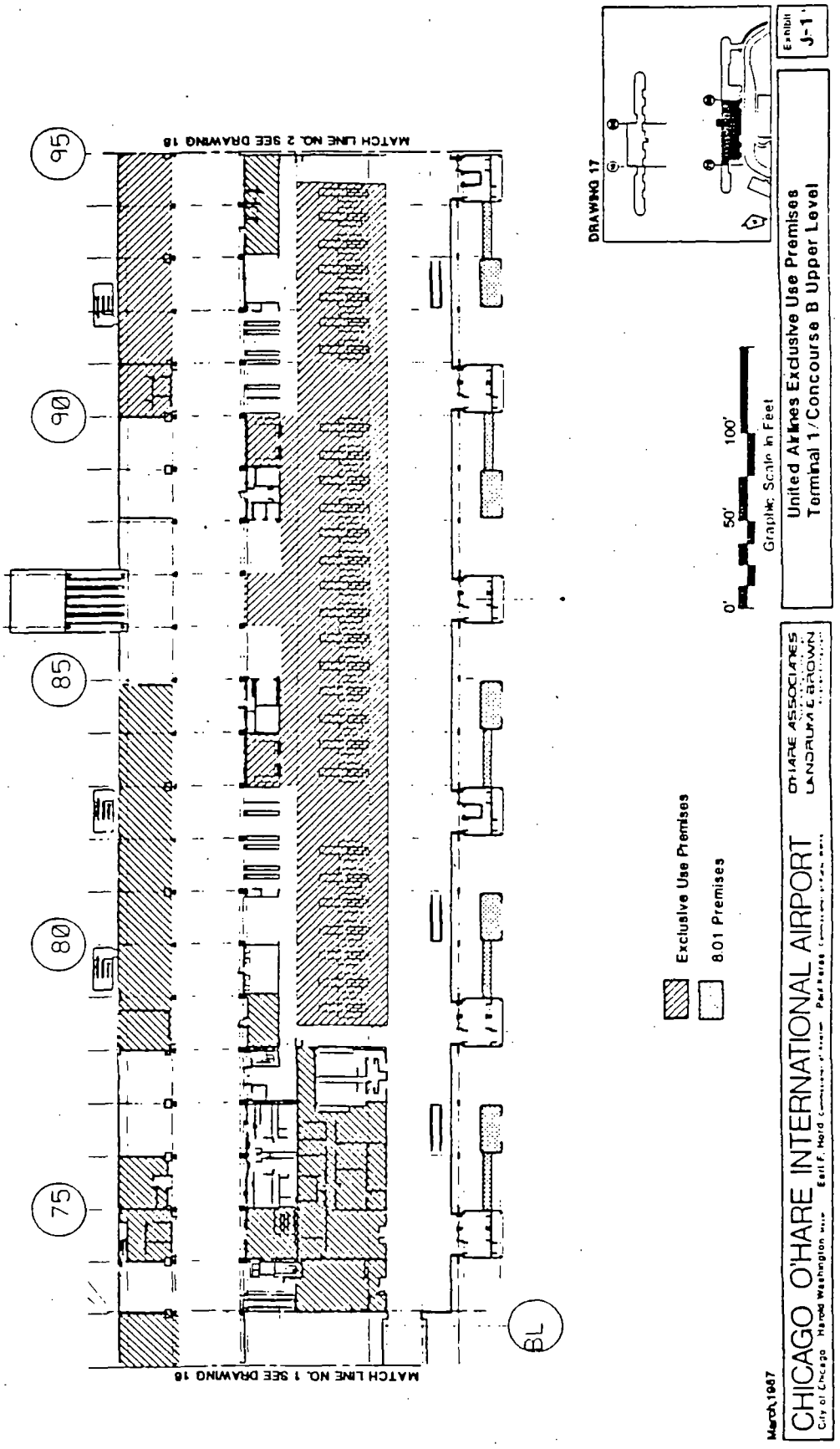
City of Chicago Harold Washington Mayor Earl F. Hord Commissioner of Aviation Paul Karas Commissioner of Public Works

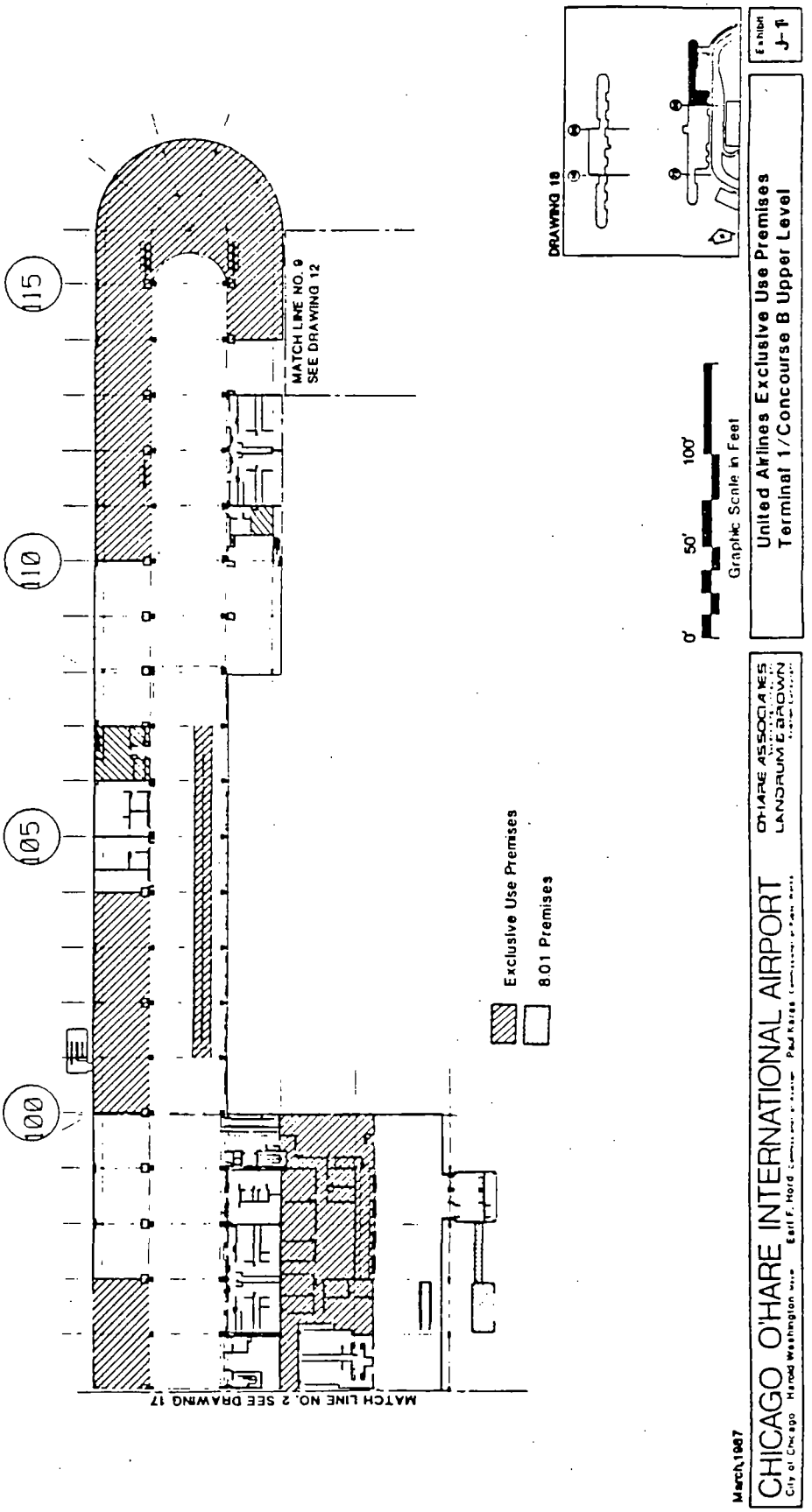
O'HARE ASSOCIATES
LANDRUM & BROWN

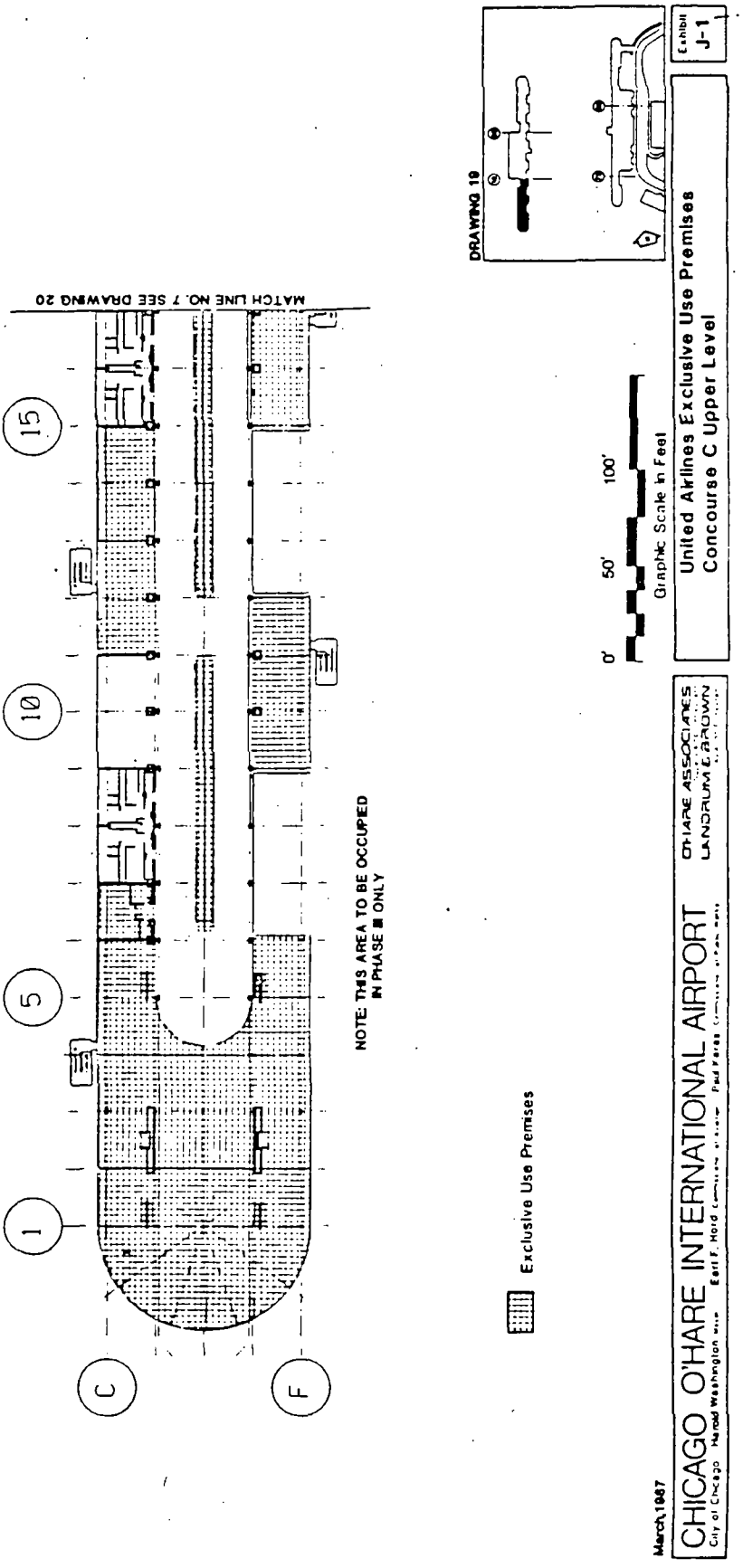
United Airlines Exclusive Use Premises Terminal 1/
Concourse B & Concourse C Upper Level Key Plan

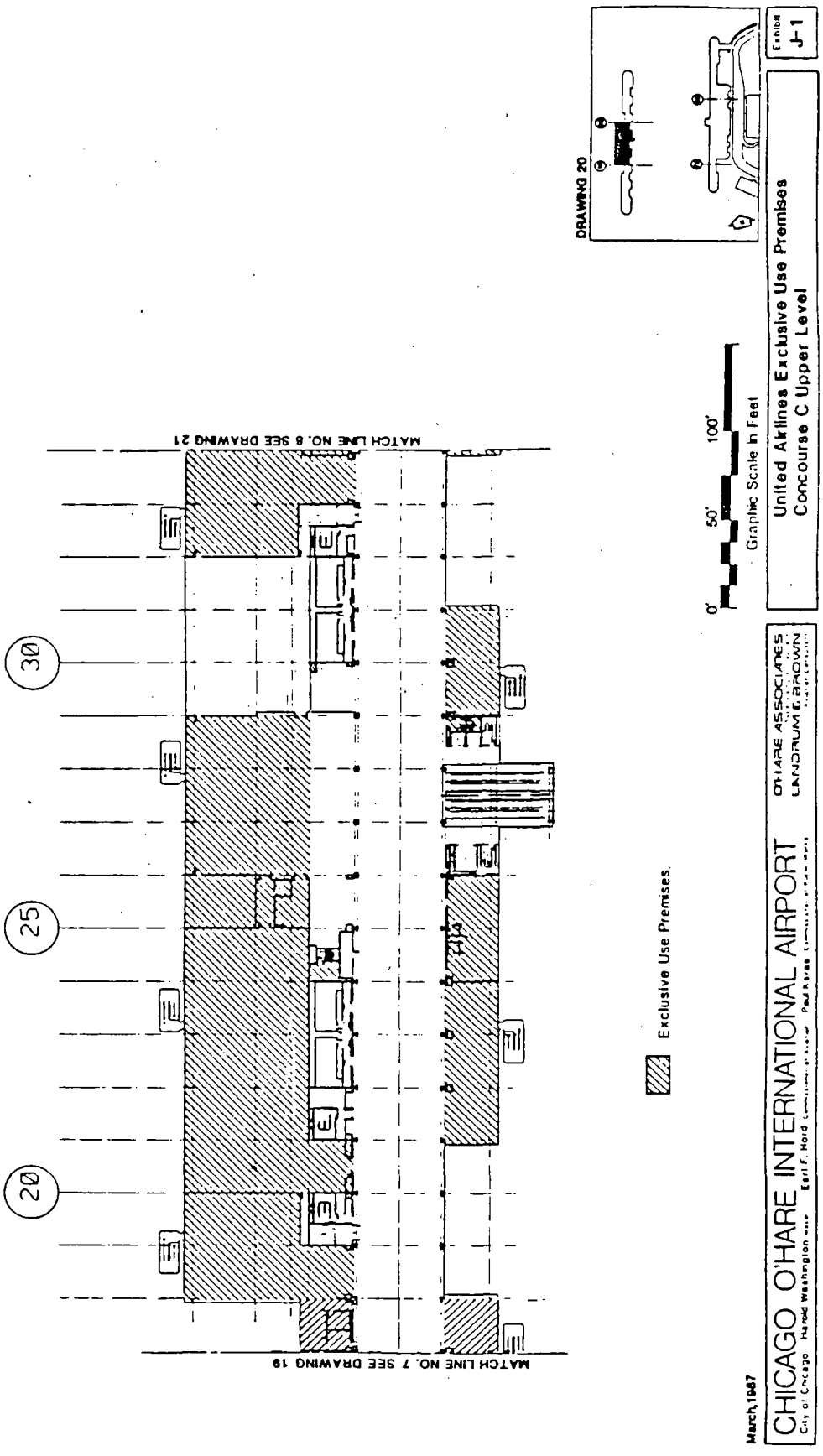
Exhibit J-1

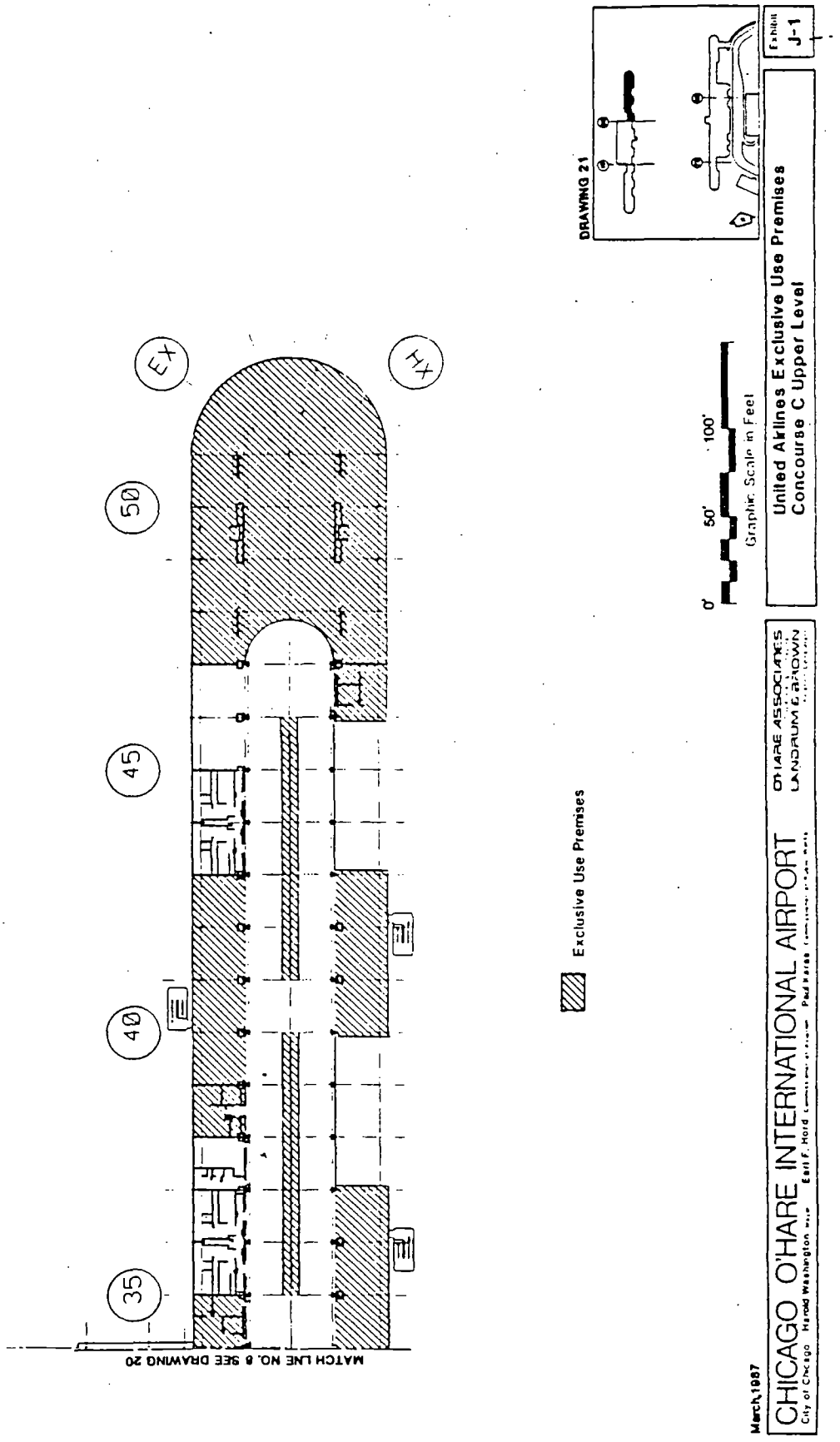

MATCH LINE NO. 1 SEE DRAWING 17
70
65
KK
00
NOTE: THIS AREA OCCUPIED IN PHASE II ONLY
Exclusive Use Premises
DRAWING 16
0'
50'
100'
Graphic Scale in Feet
United Airlines Exclusive Use Premises
Concourse B Upper Level
Exhibit J-1
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN
March, 1987

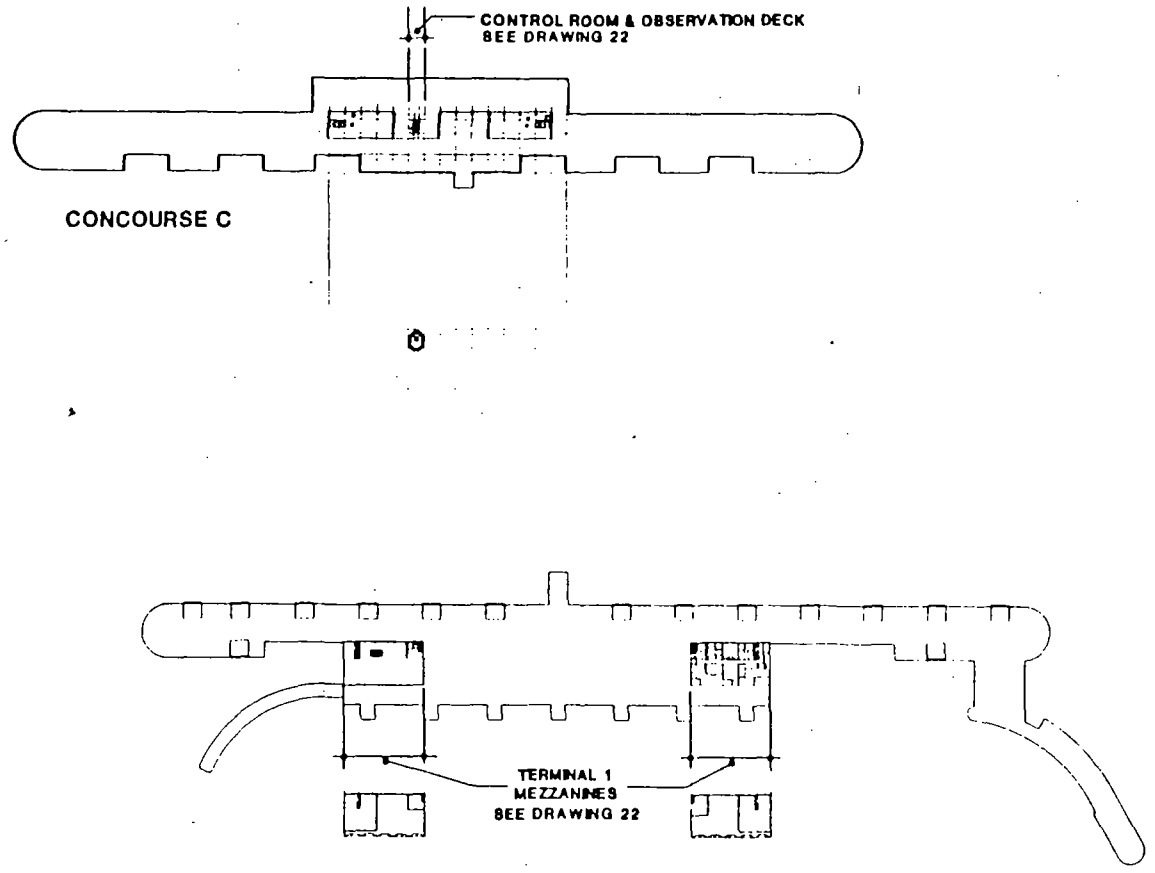

MATCH LINE NO. 2 SEE DRAWING 18
MATCH LINE NO. 1 SEE DRAWING 18
95
90
85
80
75
BL
DRAWING 17
Exhibit J-1
Exclusive Use Premises
801 Premises
0'
50'
100'
Graphic Scale in Feet
United Airlines Exclusive Use Premises
Terminal 1/Concourse B Upper Level
March 1987
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Harold Washington Mayor Earl F. Hord Commissioner of Aviation
O'HARE ASSOCIATES
LANDRUM & BROWN


MATCH LINE NO. 9
SEE DRAWING 12
MATCH LINE NO. 2 SEE DRAWING 17
115
110
105
100
DRAWING 18
Exclusive Use Premises
801 Premises
0'
50'
100'
Graphic Scale in Feet
United Airlines Exclusive Use Premises
Terminal 1/Concourse B Upper Level
Exhibit J-1
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Harold Washington Mayor Earl F. Hord Commissioner of Aviation Paul Kalas Commissioner of Planning and Development
O'HARE ASSOCIATES
LANDRUM & BROWN
March, 1987


MATCH LINE NO. 7 SEE DRAWING 20
15
10
5
1
C
F
NOTE: THIS AREA TO BE OCCUPIED IN PHASE II ONLY
DRAWING 19
Exhibit J-1
United Airlines Exclusive Use Premises
Concourse C Upper Level
0'
50'
100'
Graphic Scale in Feet
Exclusive Use Premises
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Harold Washington
O'HARE ASSOCIATES
LANDRUM & BROWN
March, 1987


MATCH LINE NO. 8 SEE DRAWING 21
MATCH LINE NO. 7 SEE DRAWING 19
20
25
30
DRAWING 20
Exhibit J-1
United Airlines Exclusive Use Premises
Concourse C Upper Level
0'
50'
100'
Graphic Scale in Feet
Exclusive Use Premises
CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES
LANDRUM & BROWN
March, 1987


MATCH LINE NO. 8 SEE DRAWING 20
35
40
45
50
EX
XX
DRAWING 21
Exclusive Use Premises
0'
50'
100'
Graphic Scale in Feet
United Airlines Exclusive Use Premises
Concourse C Upper Level
Exhibit
J-1
March, 1987
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Harold Washington Mayor Earl F. Hoid Commissioner of Aviation Deputies
O'HARE ASSOCIATES
LANDRUM & BROWN



TERMINAL 1

March,1987

CHICAGO O'HARE INTERNATIONAL AIRPORT

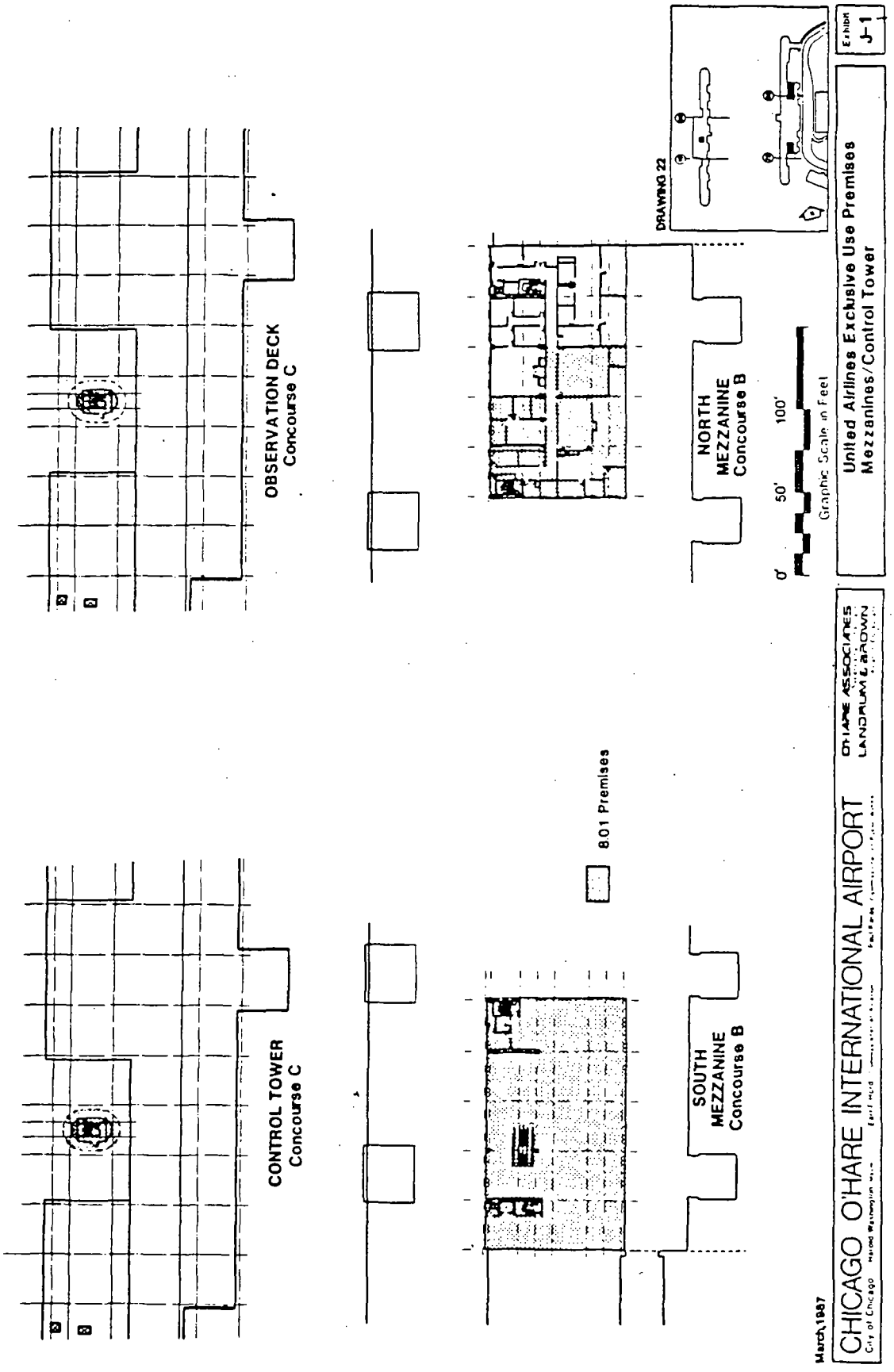
City of Chicago Harold Washington Mayor Earl F. Hord Commissioner of Aviation Paul Karas Commissioner of Public Works

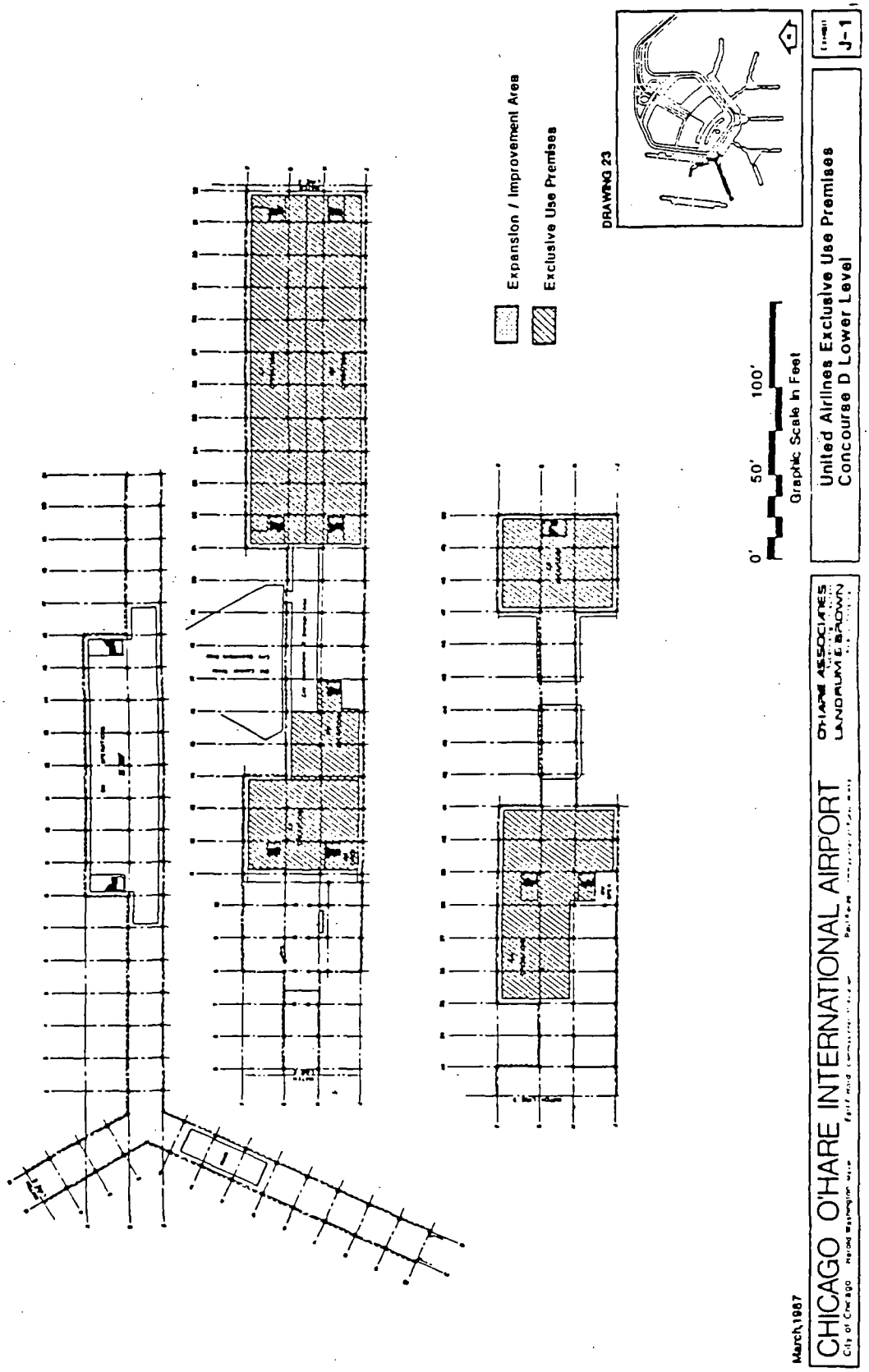
O'HARE ASSOCIATES
LANDRUM & BROWN

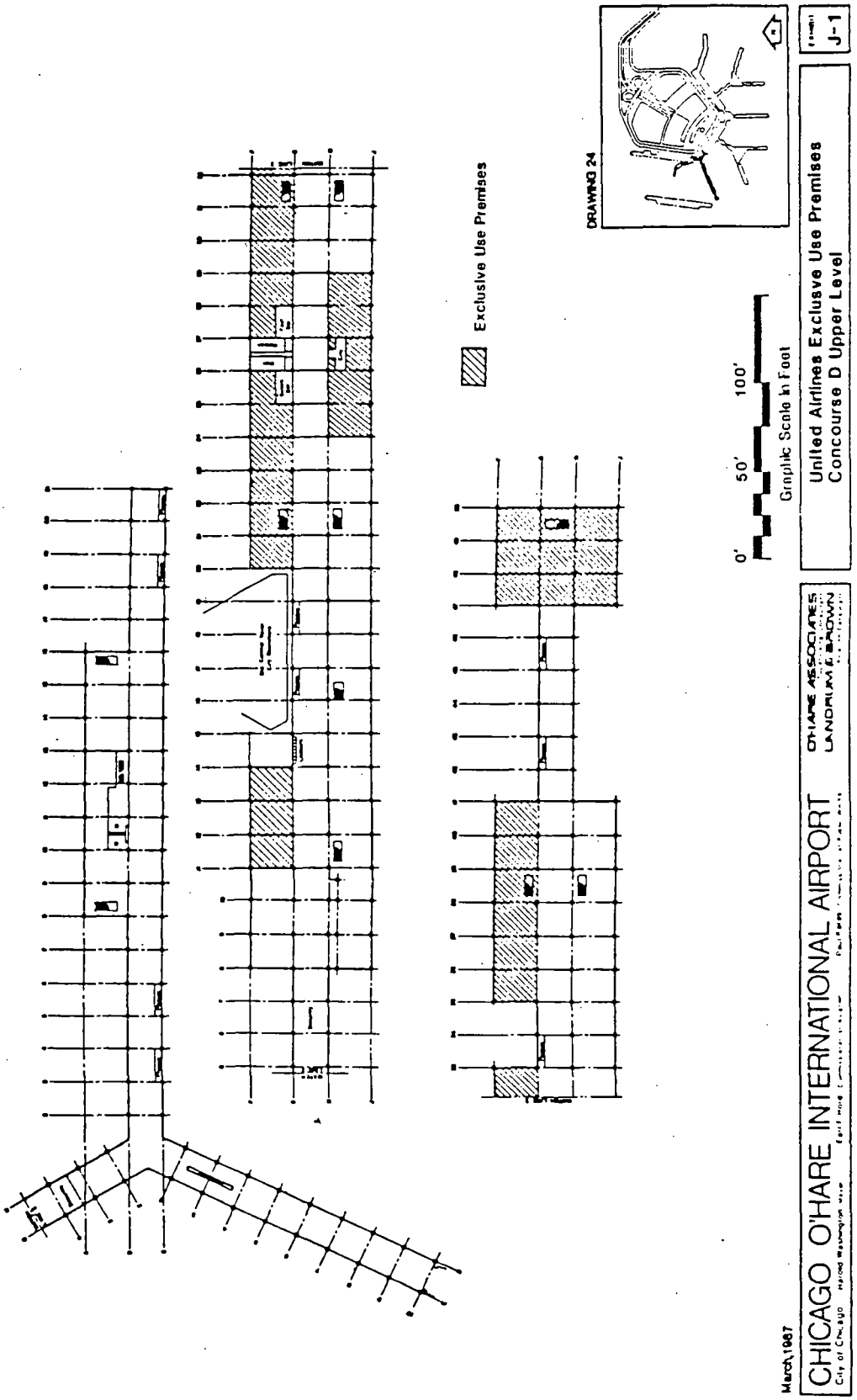
Scale: 1" 20'-0"

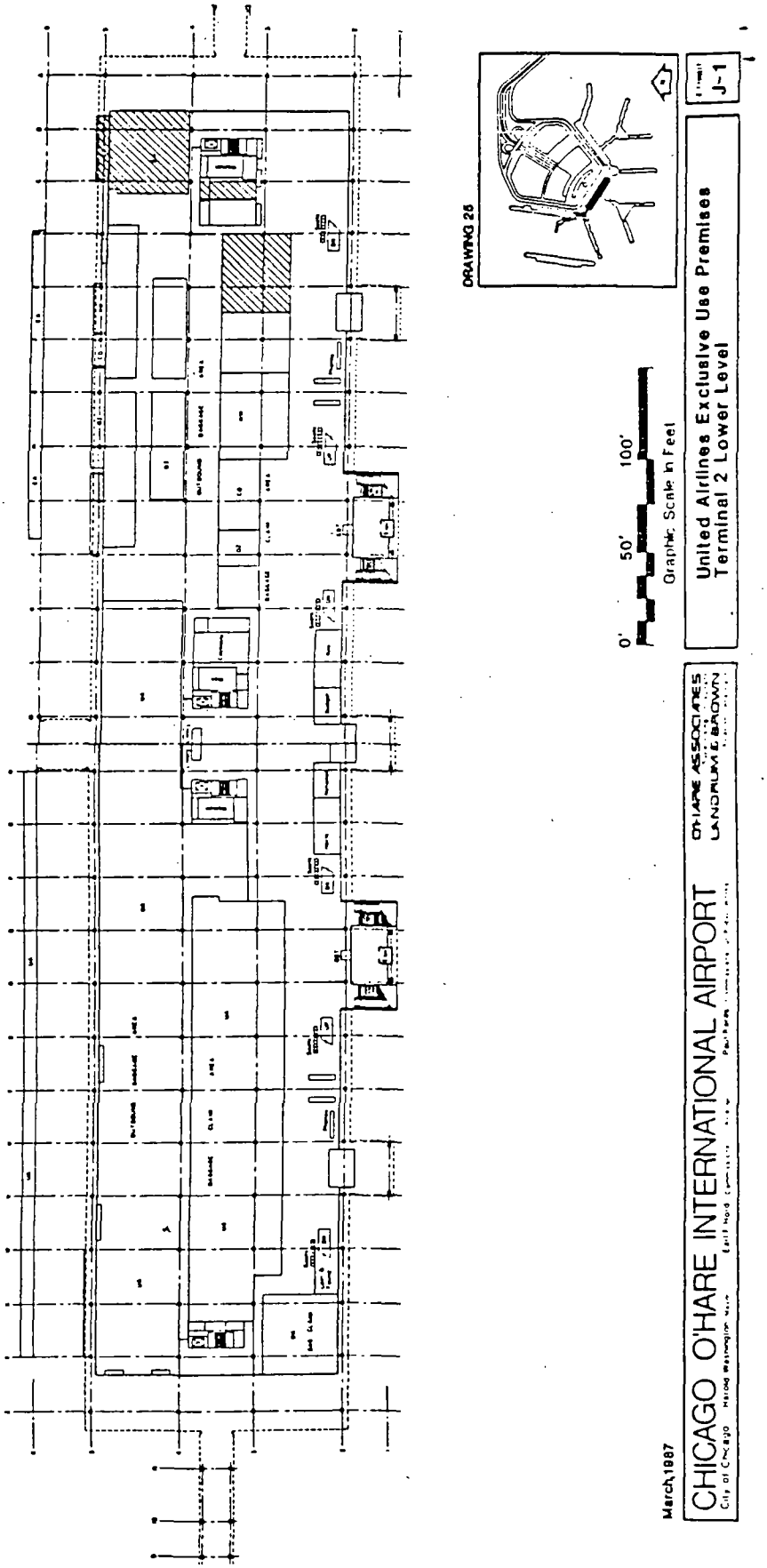
United Airlines Exclusive Use Premises Terminal 1 & Concourse C Key Plan of Mezzanines & Control Tower

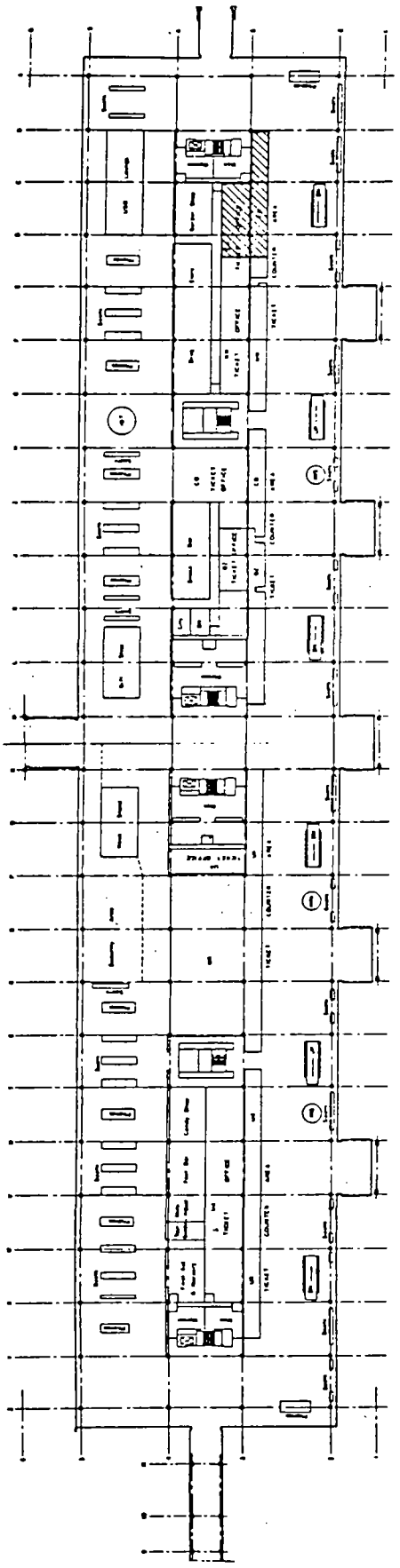
Exhibit J-1

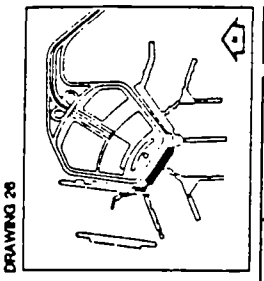

OBSERVATION DECK
Concourse C
CONTROL TOWER
Concourse C
NORTH
MEZZANINE
Concourse B
SOUTH
MEZZANINE
Concourse B
801 Premises
DRAWING 22
0'
50'
100'
Graphic Scale in Feet
United Airlines Exclusive Use Premises
Mezzanines/Control Tower
Exhibit
J-1
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
DIANE ASSOCIATES
LANDRUM & BROWN
March, 1987


Expansion / Improvement Area
Exclusive Use Premises
DRAWING 23
0'
50'
100'
Graphic Scale In Feet
United Airlines Exclusive Use Premises
Concourse D Lower Level
J-1
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN
March, 1987


Exclusive Use Premises
DRAWING 24
0'
50'
100'
Graphic Scale in Foot
United Airlines Exclusve Use Premises
Concourse D Upper Level
J-1
March 1987
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN


DRAWING 25
J-1
United Airlines Exclusive Use Premises
Terminal 2 Lower Level
0'
50'
100'
Graphic Scale in Feet
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN
March 1987





DRAWING 26

J-1

0' 50' 100'

Graphic Scale in Feet

United Airlines Exclusive Use Premises
Terminal 2 Upper Level

CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago

CHIARE ASSOCIATES
LANDRUM & BROWN

March 1987

(Contiuned from page 942)

(iii) the ramp driveways associated with the Satellite Concourse Building shown on Drawing Nos. 7, 8, 14 and 15; and

(iv) all other areas of Terminal Building No. 1 and the Satellite Concourse Building (shown on Drawing Nos. 1-24 inclusive) not deemed to be Exclusive Use Premises in the completed structure.

(d) City and Airline agree that the exact configuration of the Exclusive Use Premises, including those to be constructed in the Expansion/Improvement Areas, are subject to changes and refinements prior to Airline's Date of Beneficial Occupancy with regard hereto, which changes and refinements shall be subject to mutual agreement by City and Airline, and that when final decisions have been made and all necessary construction is completed, appropriate amendments, if any, shall be made to this Exhibit J-2, it is understood and agreed that:

(i) the number of building levels and the location of Airline's functional areas may be changed upon the request of Airline concurrence with such request not to be unreasonably withheld by City;

(ii) Airline shall have the right and option to expand or improve its Phase III Exclusive Use Premises, pursuant to Section 8.01(b), into any or all of the areas shown as "U.A. Expansion/Improvement Areas" on Drawings of this Exhibit J-2, and to have any areas so improved or expanded thereafter included in Airline's Exclusive Use Premises as Existing Footage and City shall not take or authorize any action that will interfere with or prevent Airline's exercise of said options; and

(iii) any amendments required by the final construction drawings, or the exercise of Airline's option under Paragraph (ii) of this Subsection, shall be effected without further action other than the technicality of attaching new Exhibit J-2 pages to this Agreement.

(e) (i) In addition to the premises described in Paragraph (a) above, Airline's Phase III Exclusive Use Premises may include as Additional Footage, for the sole purpose of providing Airline with premises and facilities necessary to accommodate the operations of Braniff, Inc., the following premises in Terminal Building No. 2:

(1) an aggregate of approximately 1,300 square feet of space located on the second floor of Terminal Building No. 2, as depicted on Drawing No. 24 of this Exhibit J-2; and

(2) an aggregate of approximately 3,634 square feet of space and 450 square feet of joint use cart drive located on the first floor of Terminal Building No. 2, as depicted on Drawing No. 23 of this Exhibit J-2.

(ii) City and Airline agree that if the premises described in (e)(i) above are required to accommodate the operations of Braniff, Inc., the square footage with respect to the premises described under Paragraph (e)(i) above of this Exhibit J-2 will be included in Airline's totals of Phase III Exclusive Use Premises and of Additional Footage, set forth in Paragraph (a) above of this Exhibit J-2 for the term of this Agreement.

(iii) City and Airline agree that, in the event any or all of the premises described under Paragraph (e)(i) above of this Exhibit J-2 are no longer required by Airline in order to accommodate the operations of Braniff, Airline agrees upon request of City, to release back said premises to City, and City agrees to deduct the square footage of said released premises from Airline's totals of Phase III Exclusive Use Premises and Additional Footage.

(f) City and Airline agree that, in order to provide a safe, orderly and efficient flow of aircraft movements on the ground in and around Terminal Building No. 1 and its associated Satellite Concourse Building, (i) the aircraft parking limit line on the northwest side of Concourse Building E shall not exceed two hundred (200) feet measured perpendicularly outward from the northwest face of Concourse Building E, and (ii) except for extraordinary circumstances, aircraft movements on the taxi lanes between Terminal Building No. 1 and its associated Satellite Concourse Building shall be restricted to aircraft departing from or arriving at those Buildings.

(g) City and Airline agree that the provisions of the agreements set forth in Subparagraphs (e) immediately above shall be specifically incorporated by City into the Airport rules and regulations governing Aircraft Operators at the Airport.

[Maps attached to Exhibit B (a/k/a Exhibit J-2) and Exhibit C (a/k/a Exhibit K) printed on pages 976 through 1005 of this Journal.]

Exhibit D.
Airline's Aircraft Parking Areas
Exhibit K-1.

(a) City and Airline agree that Airline's Aircraft Parking Areas associated with its Phase II Exclusive Use Premises shall consist of 6,542 lineal feet of ramp frontage, as depicted by the Exclusive Aircraft Parking Area on this Exhibit K-1.

(b) (i) City and Airline agree that, between the time that Airline occupies its Phase I Exclusive Use Premises and the time that Airline occupies its Phase II Exclusive Use Premises, Airline will require the utilization of some or all of the Exclusive Aircraft Parking Area adjacent to Concourse Building D, which Areas are partially included in and depicted on this Exhibit K-1. City hereby grants to Airline an option (which may be exercised at any time prior to the date(s) of vacation specified in Section 4.03(d) of the Airport Use Agreement(s) of the Airline Parties having Exclusive Use Premises in Concourse Building D, by Airline given written notification to the City of

(Continued on page 1006)

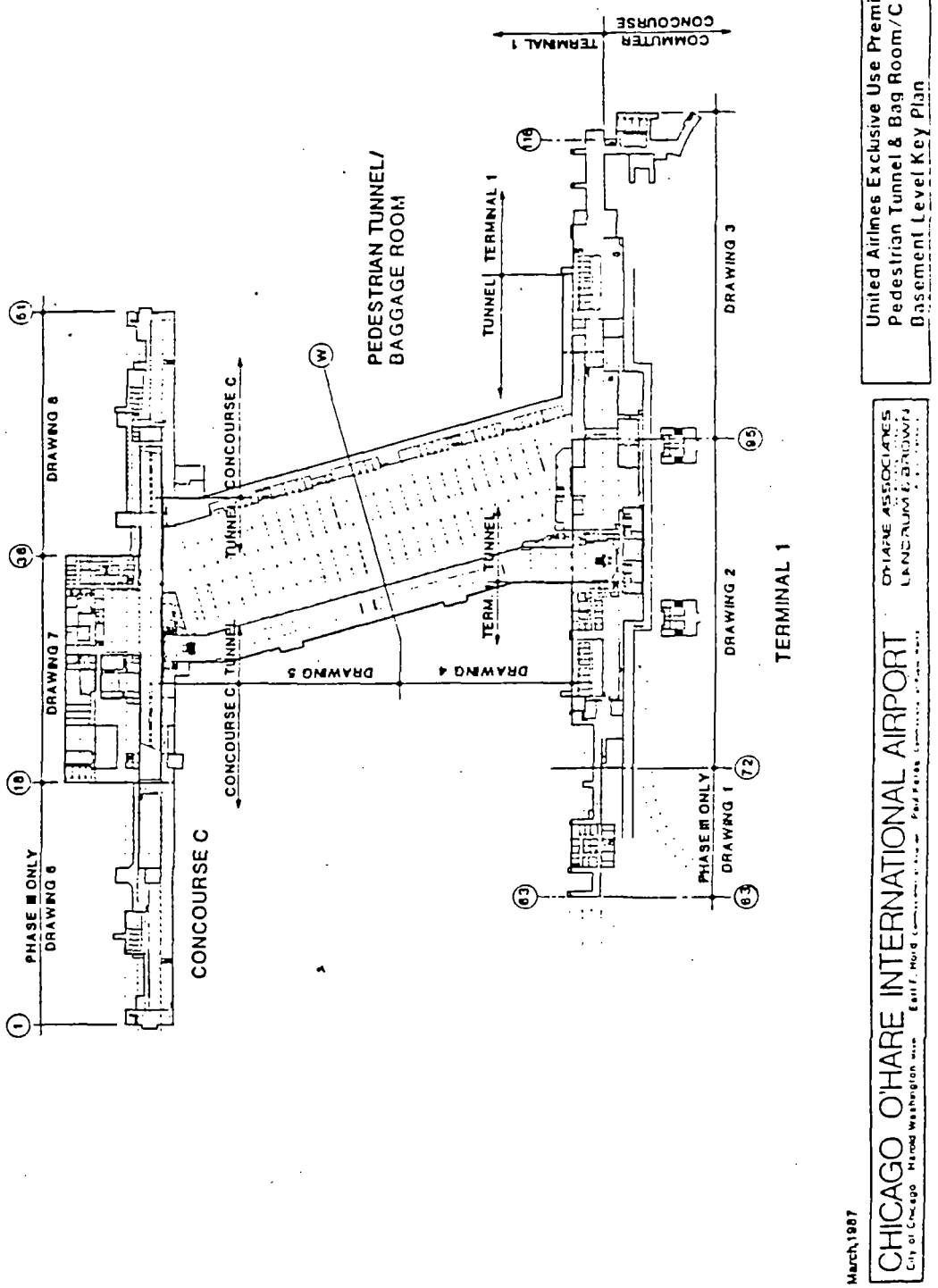
PHASE III PREMISES

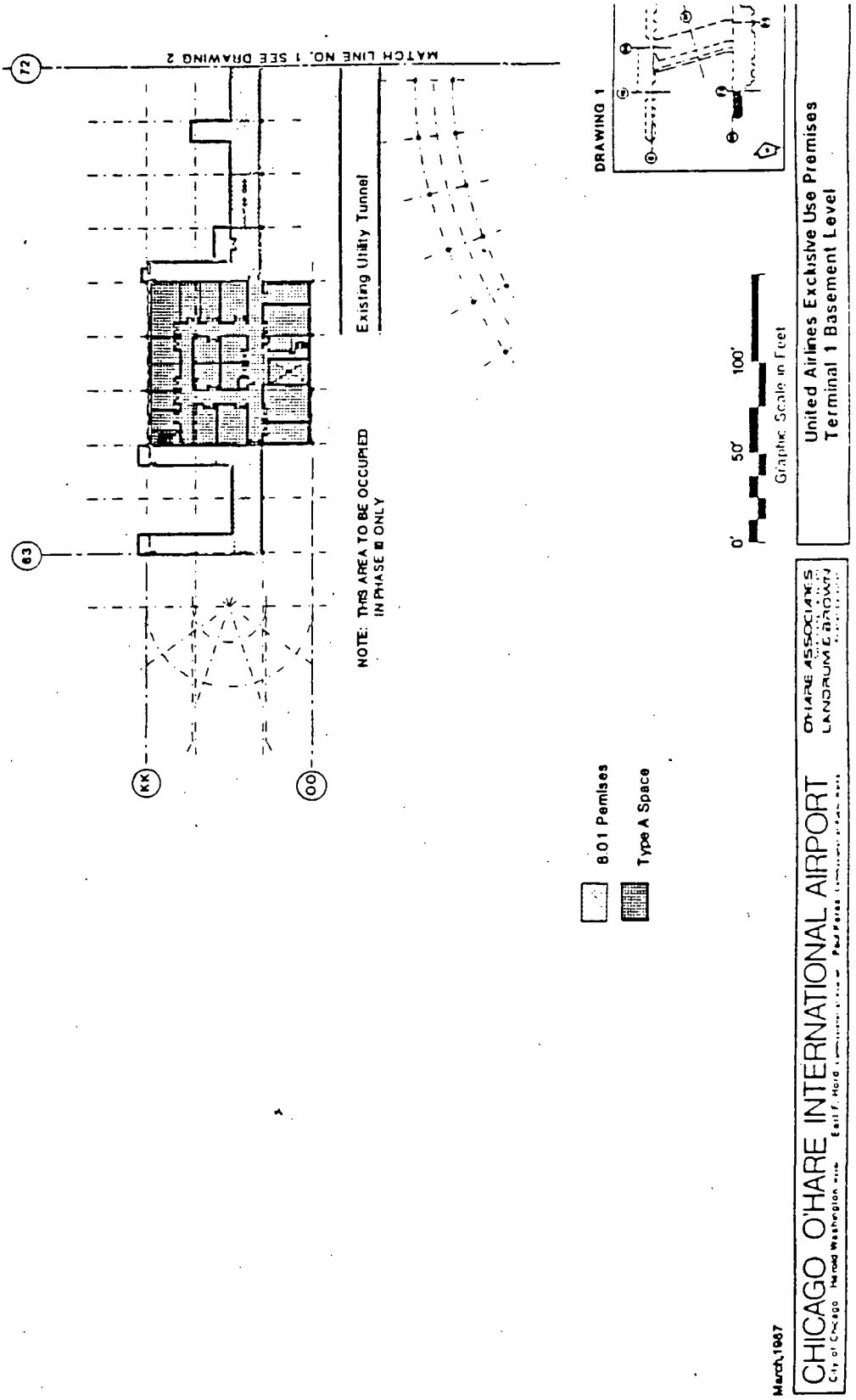
TERMINAL 1/CONCOURSE B	Exclusive Use	Expansion/ Improvement	Total
Attic	0	0	0
Mezz/Penthouse	0	18,530	18,530
Upper	91,615	16,489	108,104
Lower	89,513	26,877	116,390
Basement	9,300	37,882	47,182
Subtotal Terminal 1	190,428	99,778	290,206
CONCOURSE C			
Control Tower	0	1,044	1,044
Mezz/Penthouse	0	313	313
Upper	100,084	0	100,084
Lower	9,678	84,627	94,305
Basement	15,527	98,114	113,641
Subtotal Concourse C	125,289	184,098	309,387
PEDESTRIAN TUNNEL/ BAGGAGE ROOM			
Basement	221,171	7,182	228,353
GRAND TOTAL	536,888	291,058	827,946
EXISTING FOOTAGE			598,149
ADDITIONAL FOOTAGE			229,797

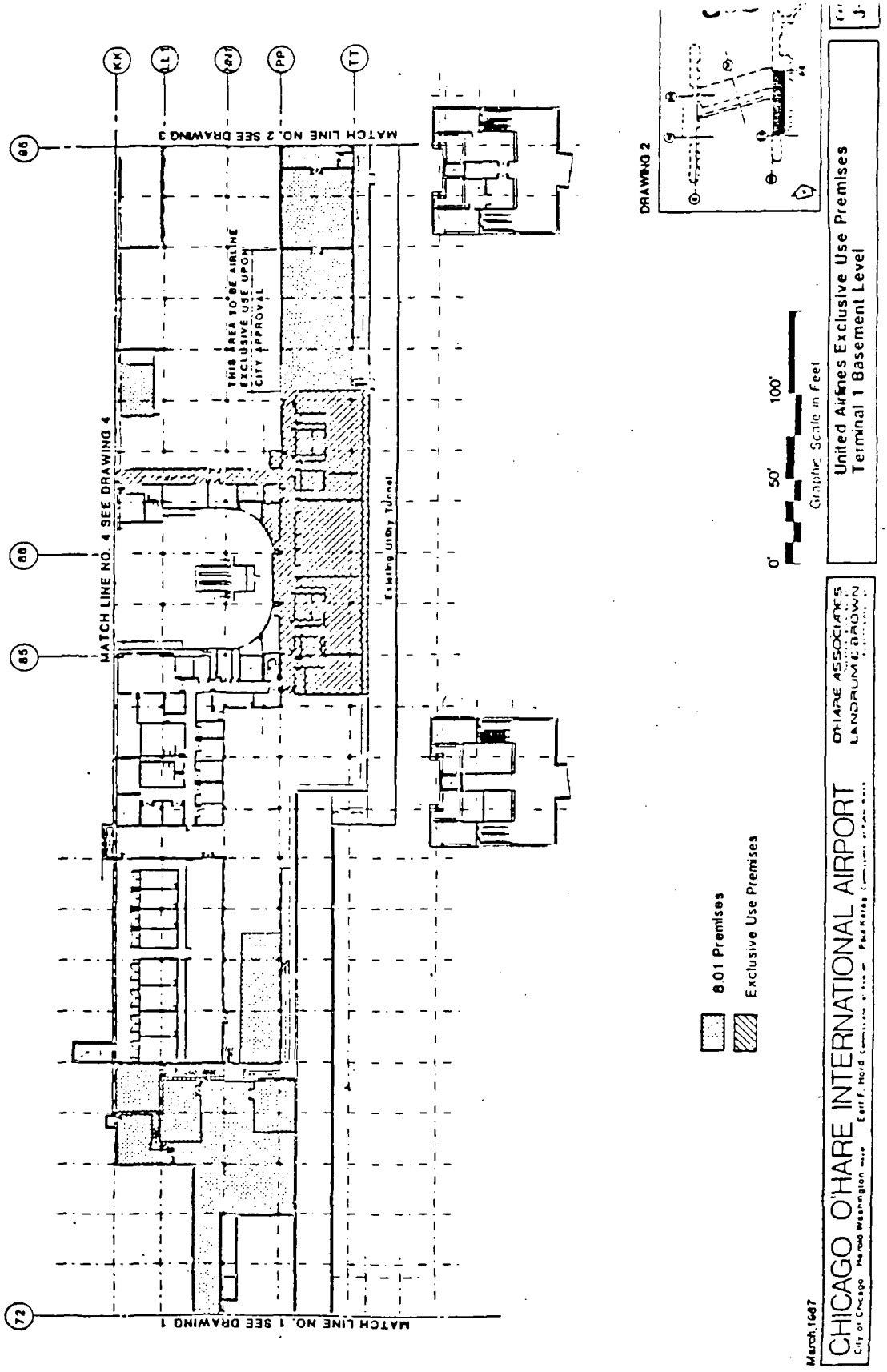
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Harold Washington Mayor — Earl F. Hord Commissioner of Aviation — Paul Ritzo Commissioner of Public Works
O'HARE ASSOCIATES JOINT VENTURE LANDRUM & BROWN

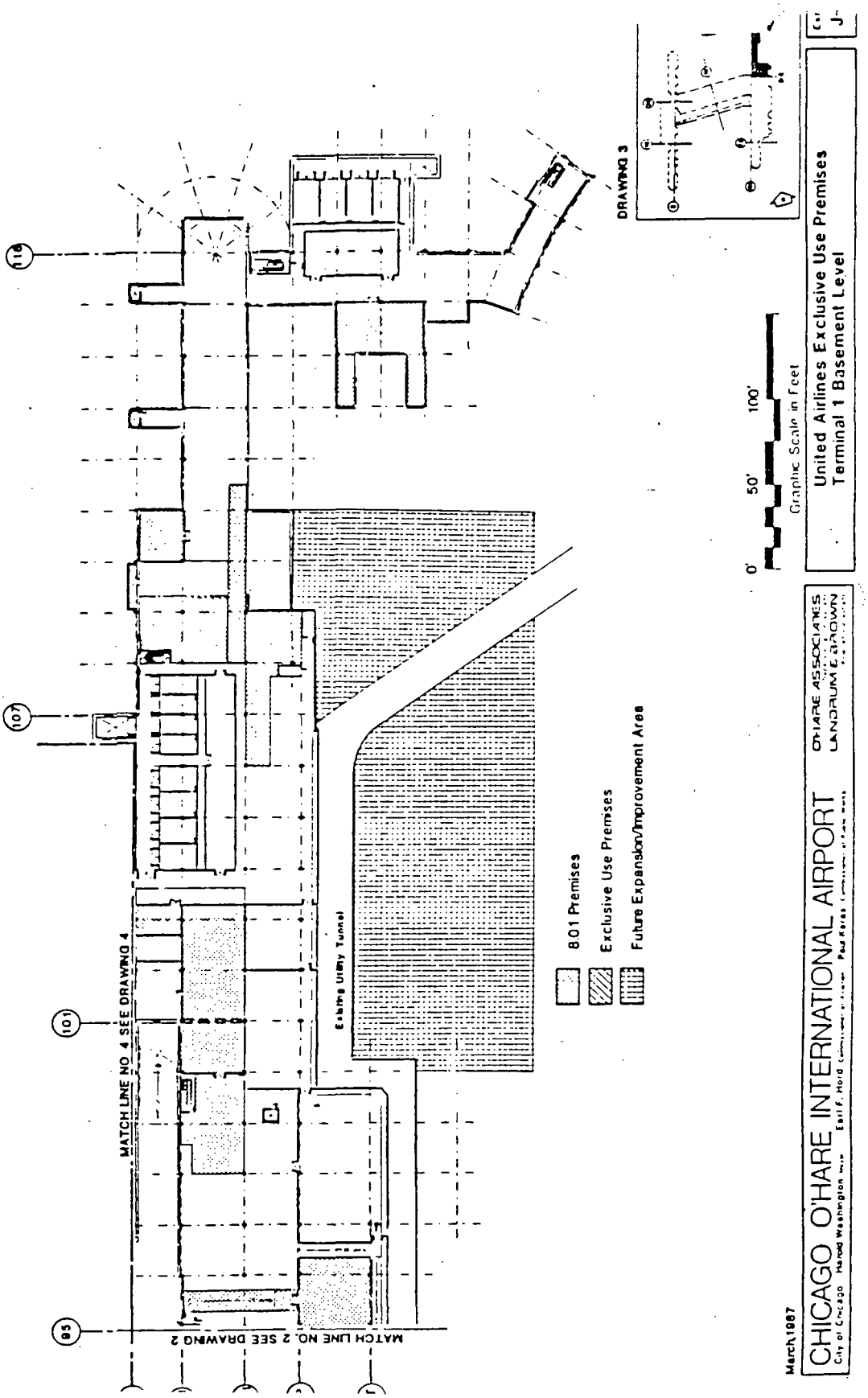
United Airlines Exclusive Use Premises Terminal 1/ Pedestrian Tunnel & Bag Room/ Concourse C. Allocation of Premises

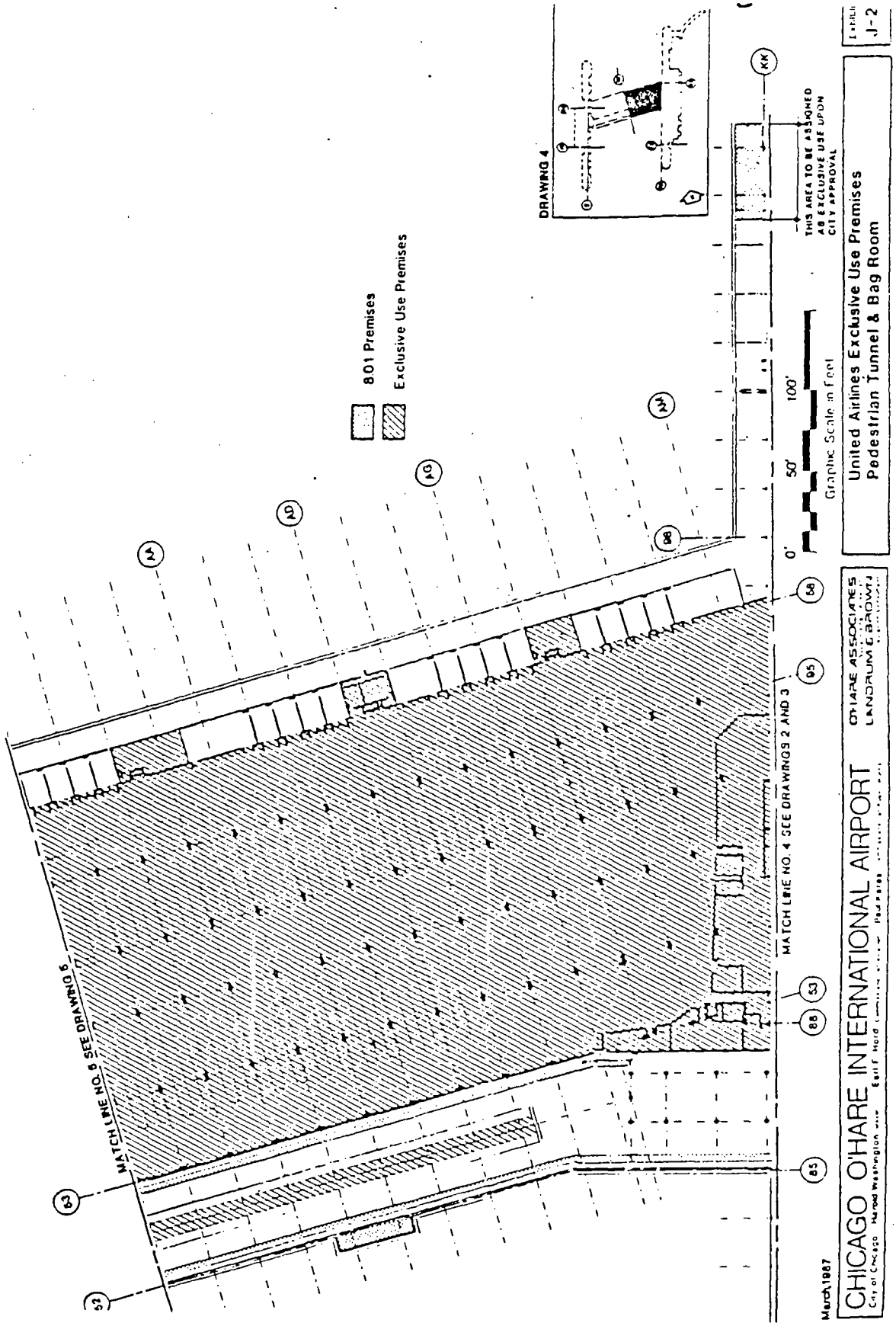
EXHIBIT J-2

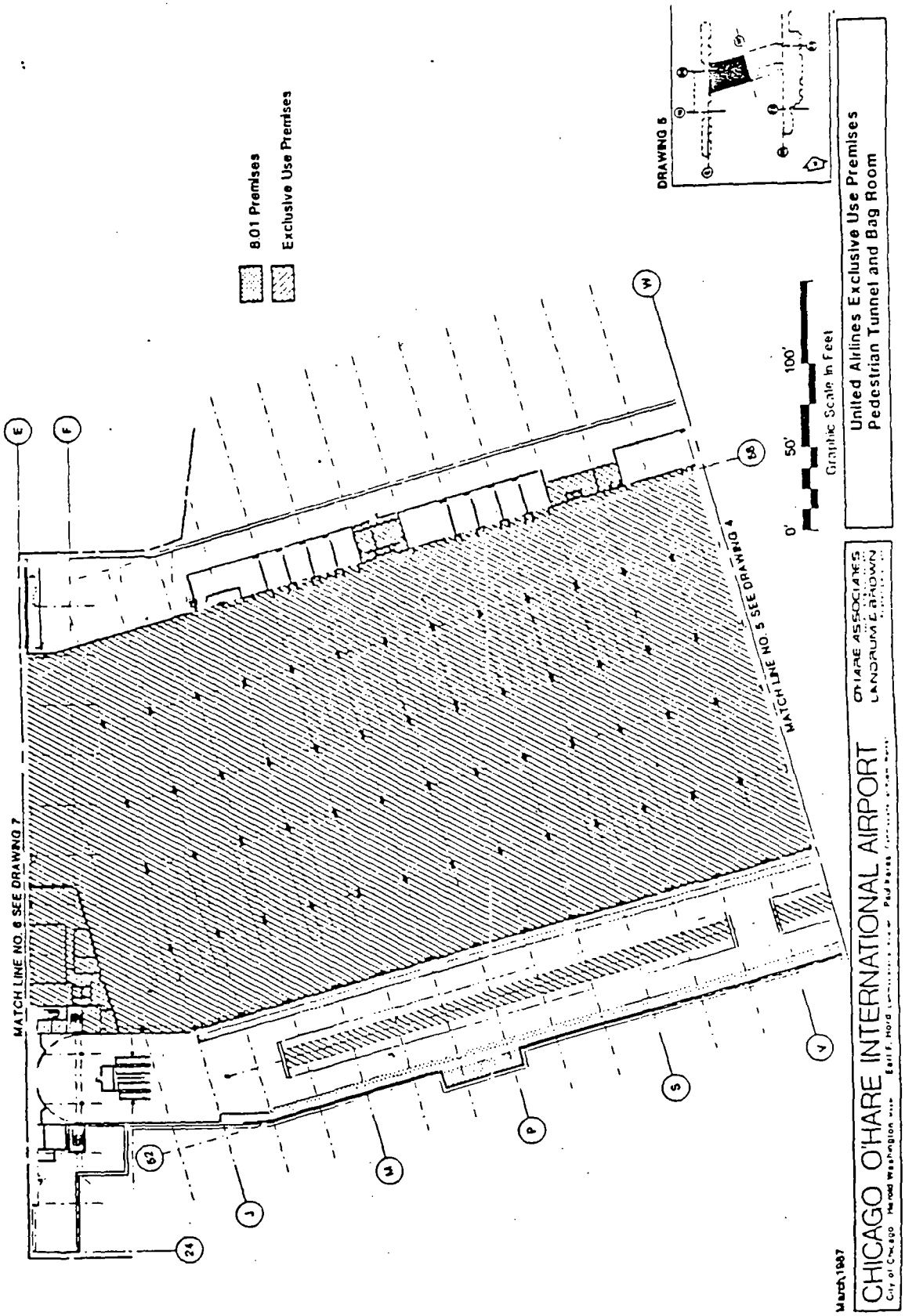

United Airlines Exclusive Use Premises Terminal 1/
Pedestrian Tunnel & Bag Room/Concourse C
Basement Level Key Plan
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
March, 1987
PEDESTRIAN TUNNEL/
BAGGAGE ROOM
TUNNEL TERMINAL 1
COMMUTER TERMINAL 1 CONCOURSE
CONCOURSE C
CONCOURSE C TUNNEL
TERM. 1 TUNNEL
TERMINAL 1
DRAWING 1
DRAWING 2
DRAWING 3
DRAWING 4
DRAWING 5
DRAWING 6
DRAWING 7
DRAWING 8
PHASE III ONLY
PHASE III ONLY

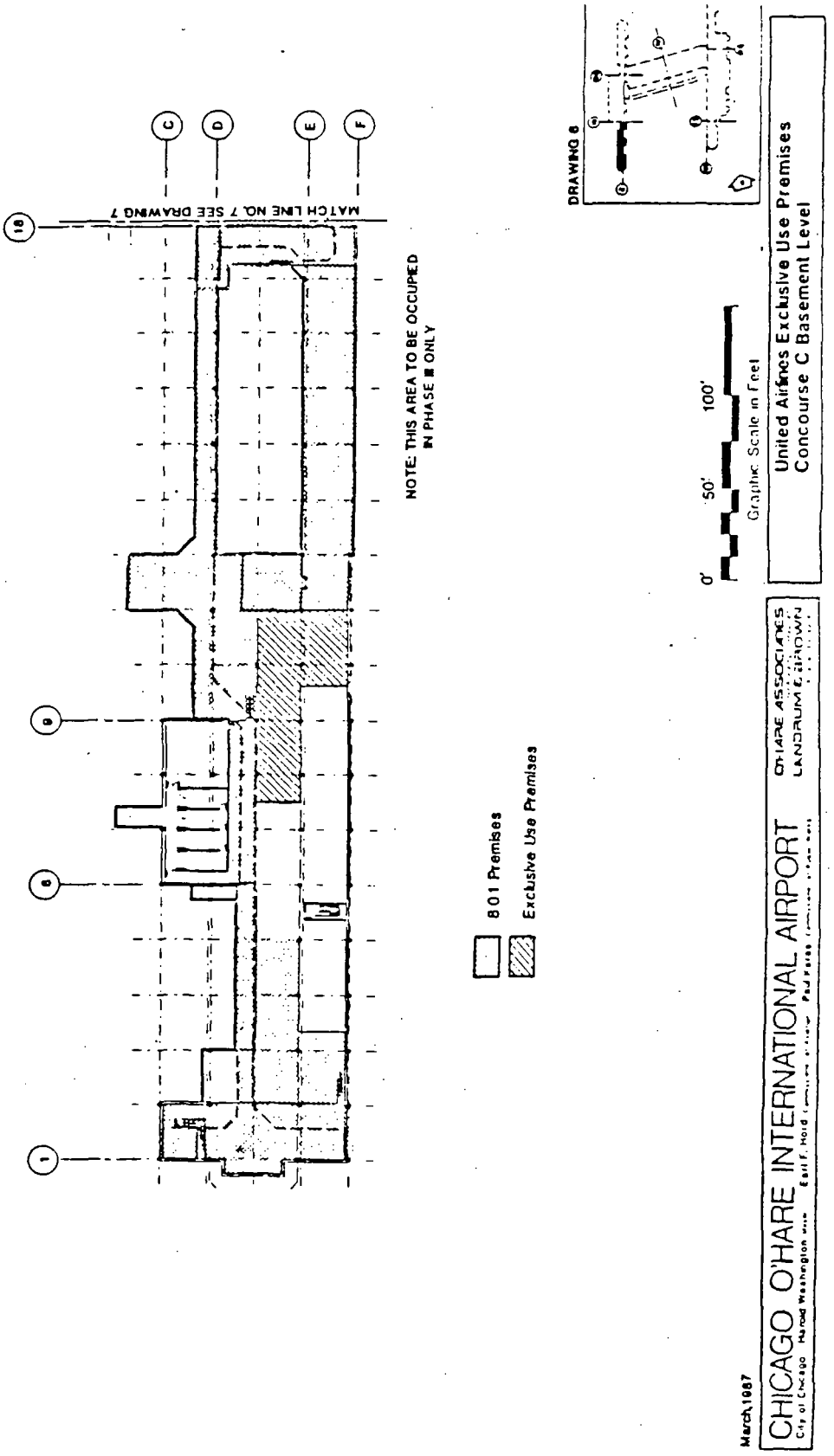

MATCH LINE NO. 1 SEE DRAWING 2
72
63
KK
OO
Existing Utility Tunnel
NOTE: THIS AREA TO BE OCCUPIED IN PHASE II ONLY
DRAWING 1
8.01 Pemises
Type A Space
0'
50'
100'
Graphic Scale in Feet
United Airlines Exclusive Use Premises
Terminal 1 Basement Level
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN
March,1987

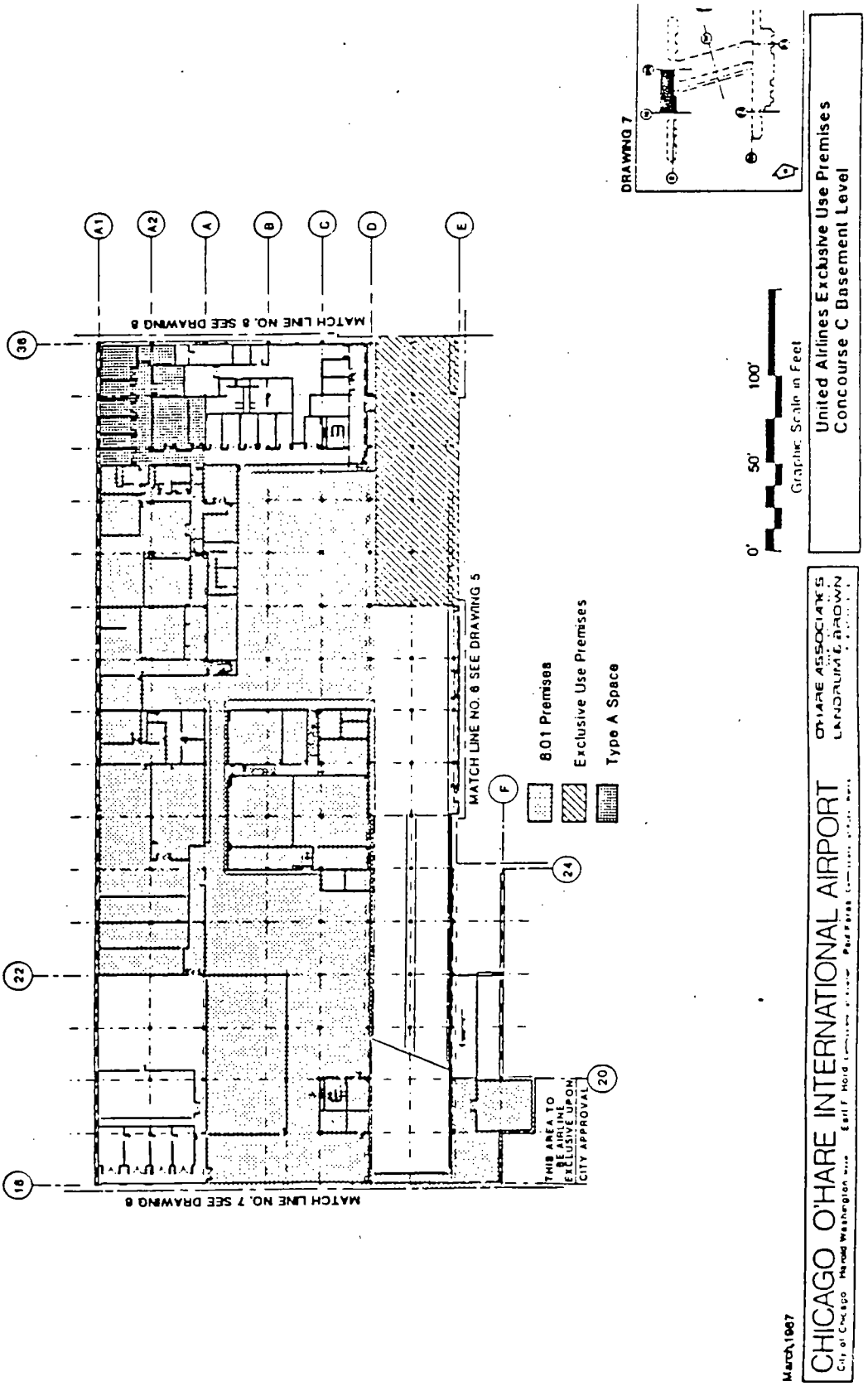

KK
LL
MM
PP
TT
86
66
65
72
MATCH LINE NO. 2 SEE DRAWING 3
MATCH LINE NO. 4 SEE DRAWING 4
MATCH LINE NO. 1 SEE DRAWING 1
THIS AREA TO BE AIRLINE EXCLUSIVE USE UPON CITY APPROVAL
Existing Utility Tunnel
DRAWING 2
0'
50'
100'
Graphic Scale in Feet
8.01 Premises
Exclusive Use Premises
United Airlines Exclusive Use Premises
Terminal 1 Basement Level
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN
March, 1987

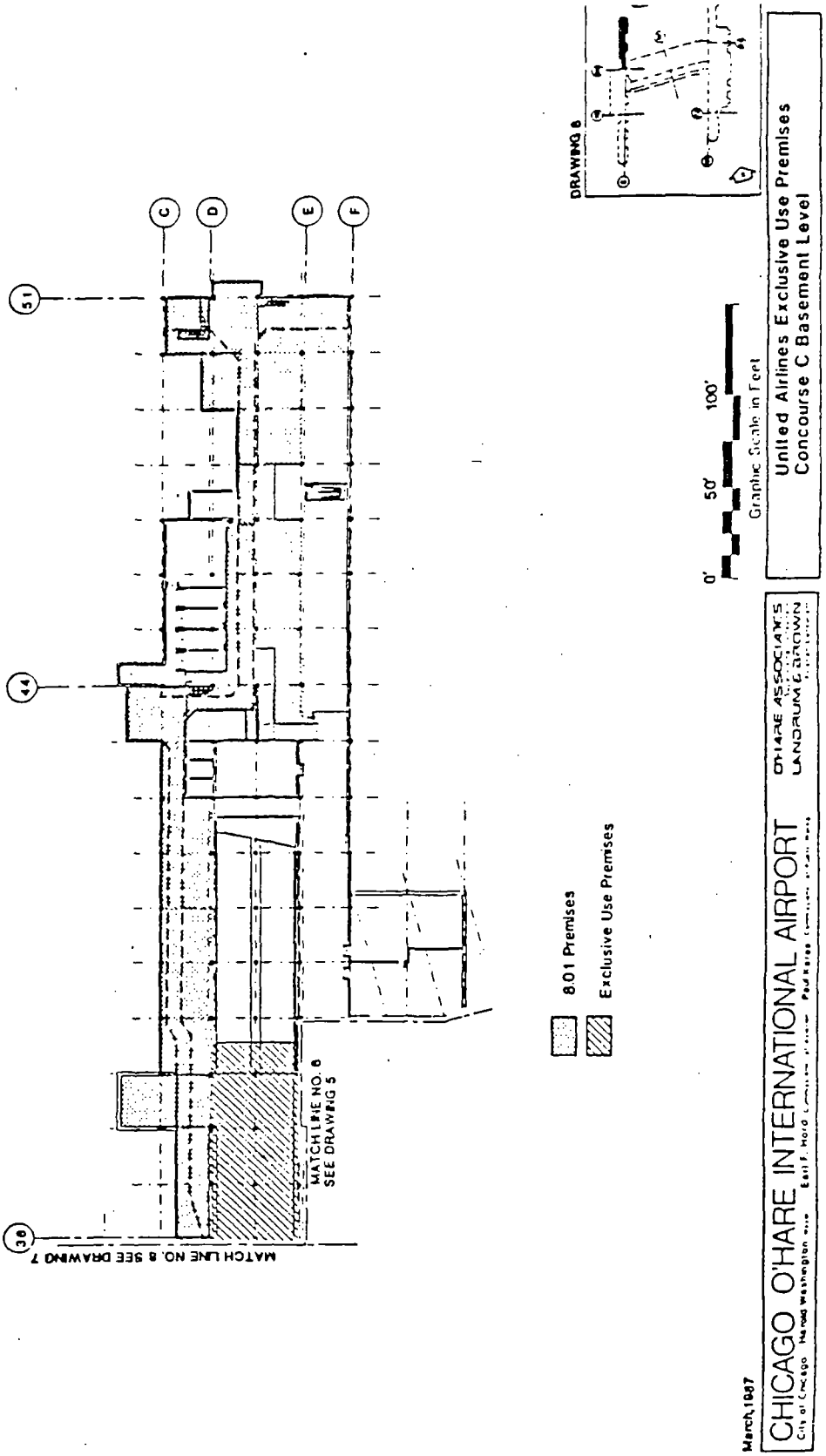

DRAWING 3
MATCH LINE NO 4 SEE DRAWING 4
MATCH LINE NO. 2 SEE DRAWING 2
Existing Utility Tunnel
B.O.I Premises
Exclusive Use Premises
Future Expansion/Improvement Area
0'
50'
100'
Graphic Scale in Feet
United Airlines Exclusive Use Premises
Terminal 1 Basement Level
CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES
LANDRUM & BROWN
March, 1987

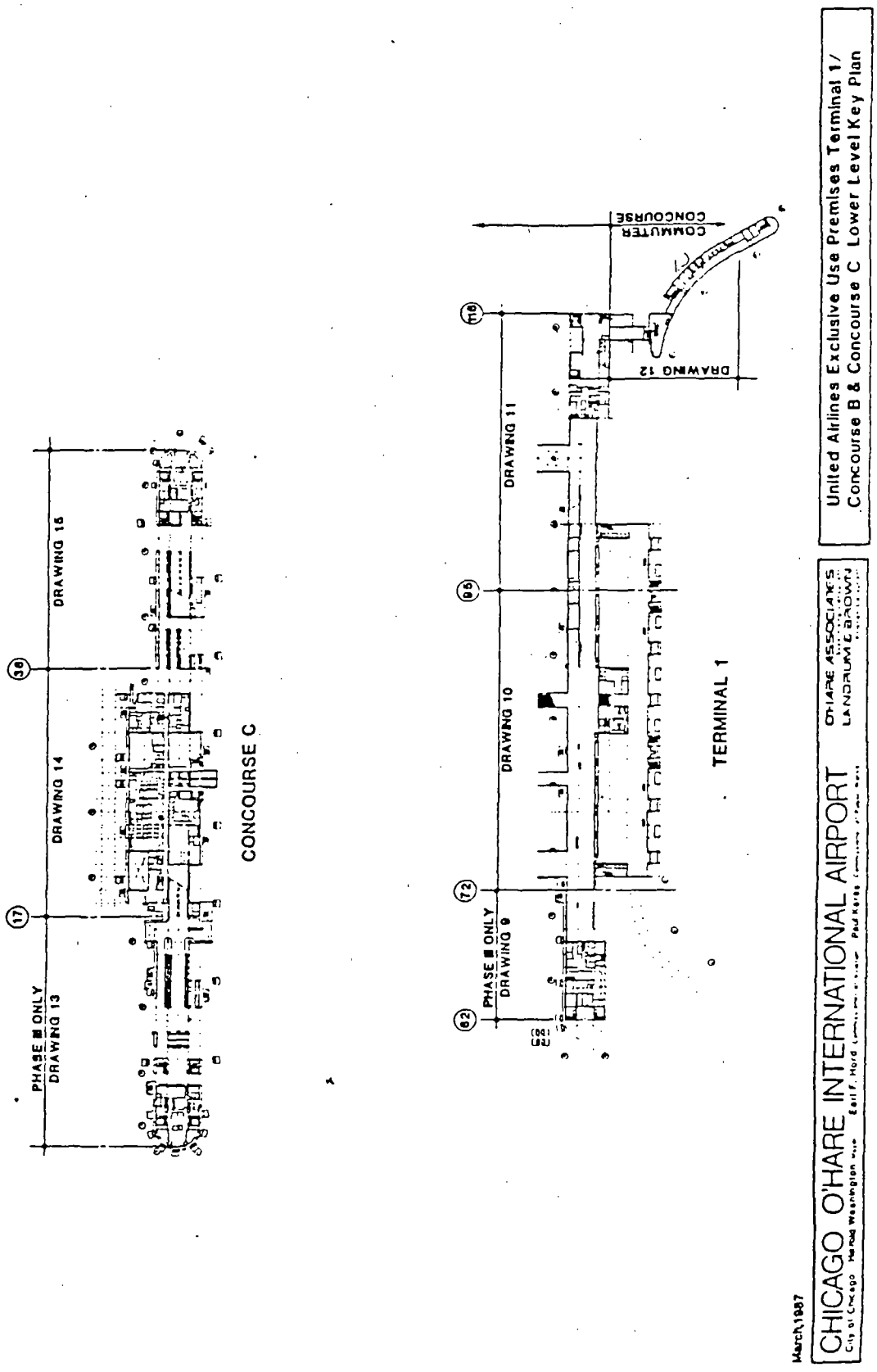

801 Premises
Exclusive Use Premises
DRAWING 4
THIS AREA TO BE ASSIGNED AS EXCLUSIVE USE UPON CITY APPROVAL
0'
50'
100'
Graphic Scale in Feet
United Airlines Exclusive Use Premises
Pedestrian Tunnel & Bag Room
EXHIBIT J-2
CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES
LANDRUM & BROWN
March 1987
MATCH LINE NO. 5 SEE DRAWING 5
MATCH LINE NO. 4 SEE DRAWINGS 2 AND 3

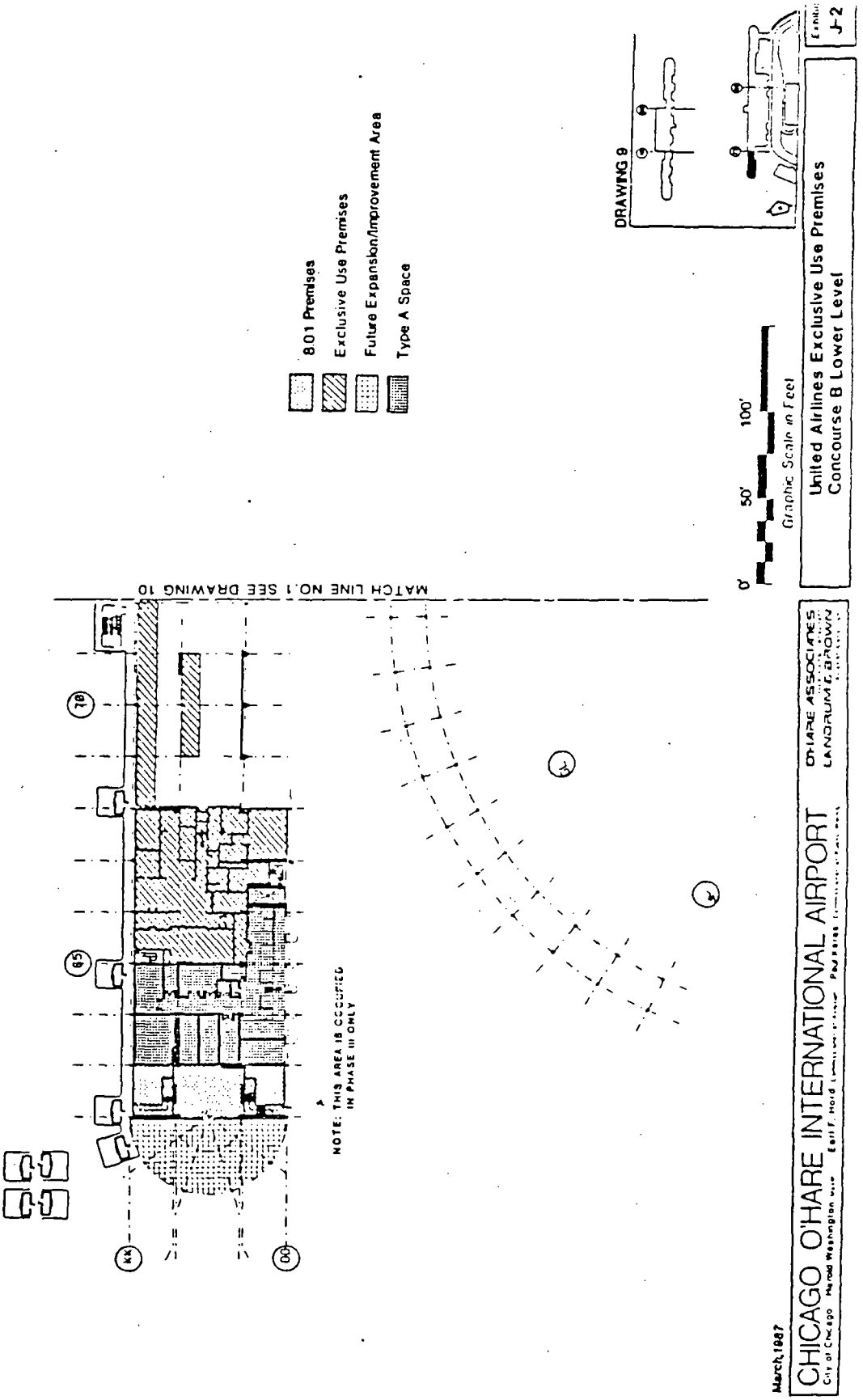

801 Premises
Exclusive Use Premises
DRAWING 5
MATCH LINE NO. 6 SEE DRAWING 7
MATCH LINE NO. 5 SEE DRAWING 4
0'
50'
100'
Graphic Scale In Feet
United Airlines Exclusive Use Premises
Pedestrian Tunnel and Bag Room
CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES
LANDRUM & BROWN
March 1987

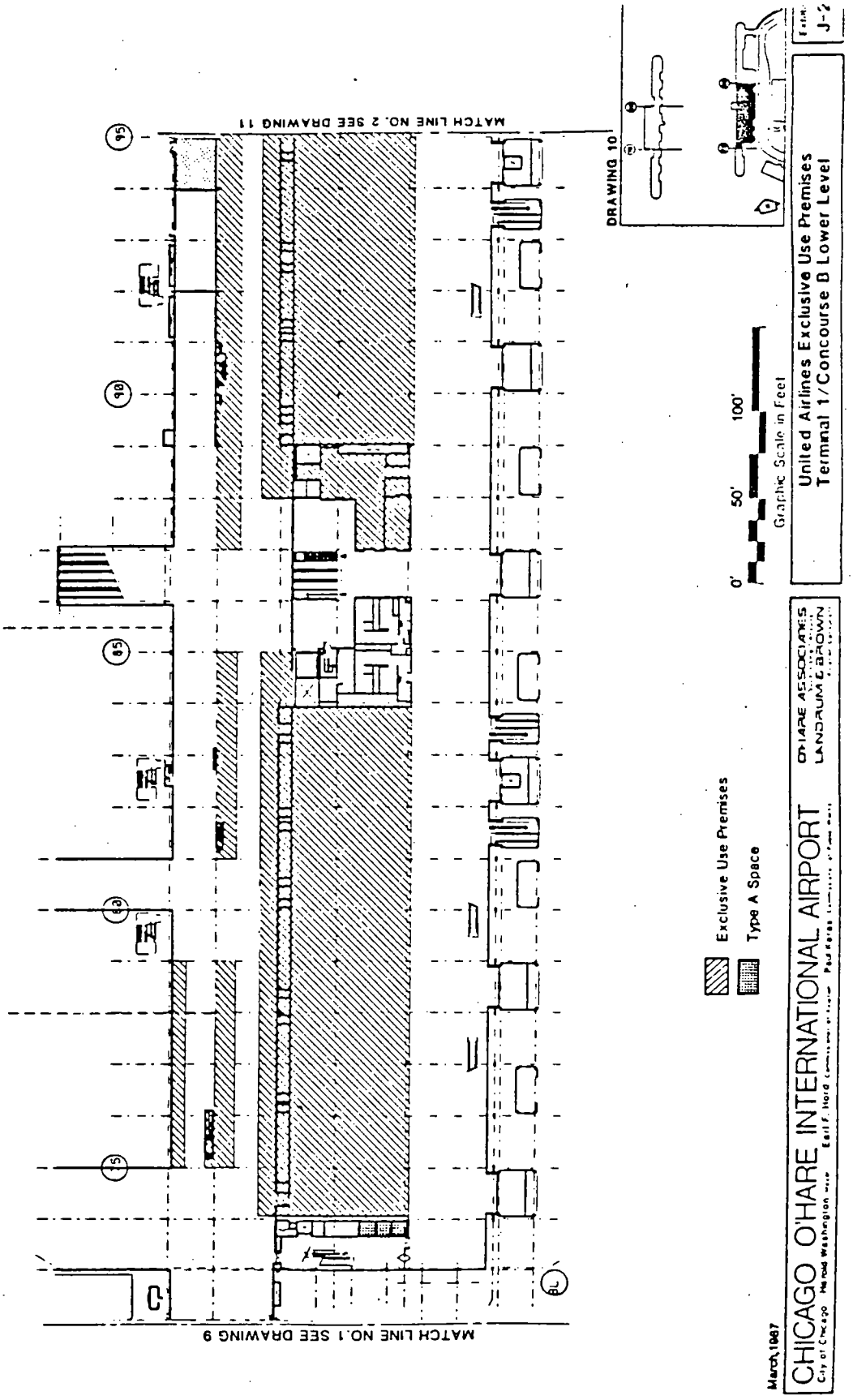

MATCH LINE NO. 7 SEE DRAWING 7
NOTE: THIS AREA TO BE OCCUPIED IN PHASE II ONLY
801 Premises
Exclusive Use Premises
DRAWING 8
0'
50'
100'
Graphic Scale in Feet
United Airlines Exclusive Use Premises
Concourse C Basement Level
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
CHIARE ASSOCIATES
LANDRUM & BROWN
March, 1987

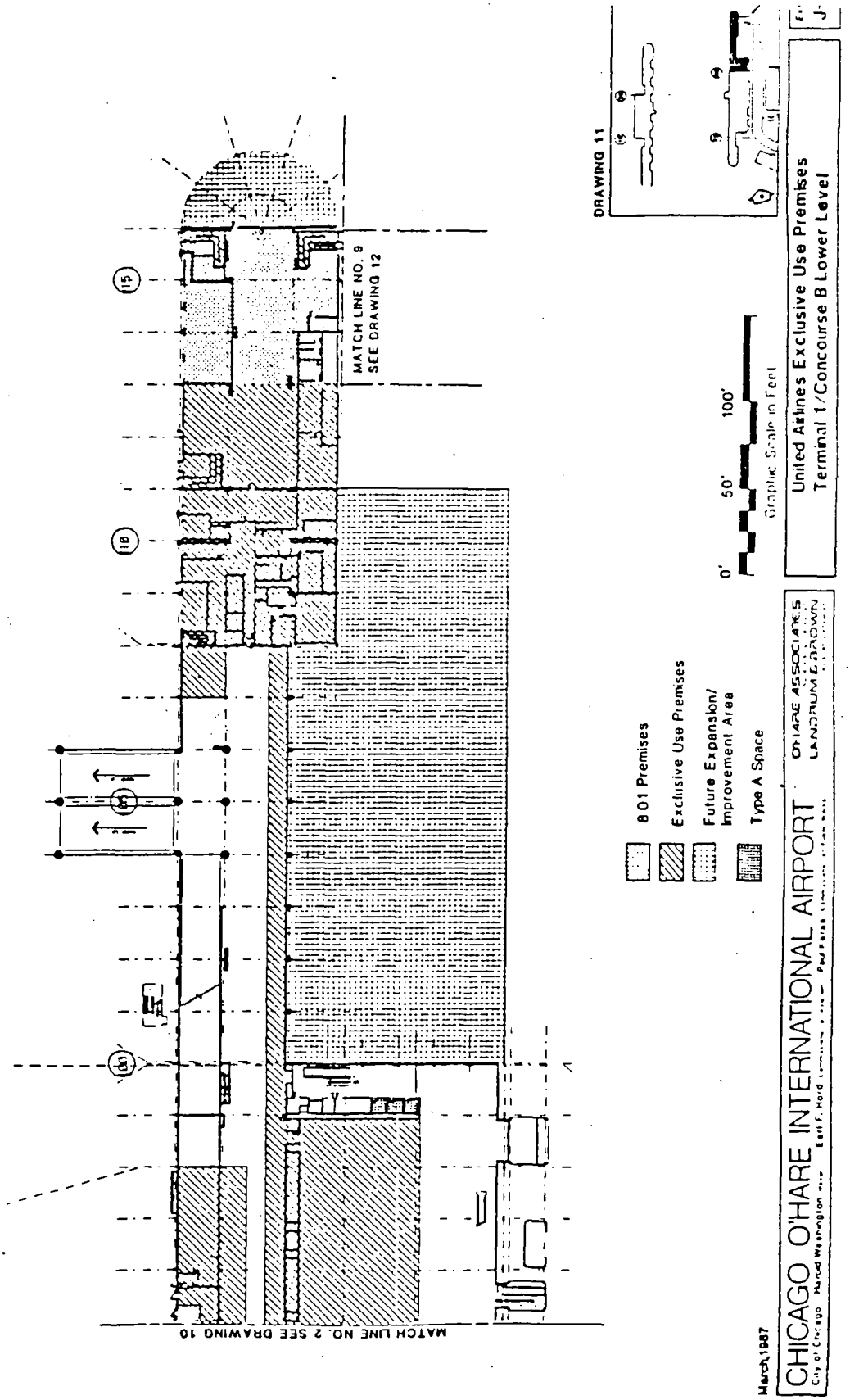

DRAWING 7
United Airlines Exclusive Use Premises
Concourse C Basement Level
0' 50' 100'
Graphic Scale in Feet
CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES
LANDRUM & BROWN
March, 1987
MATCH LINE NO. 8 SEE DRAWING 8
MATCH LINE NO. 8 SEE DRAWING 5
MATCH LINE NO. 7 SEE DRAWING 8
8.01 Premises
Exclusive Use Premises
Type A Space
THIS AREA TO BE AIRLINE EXCLUSIVE UPON CITY APPROVAL
A1
A2
A
B
C
D
E
F
36
24
22
20
18

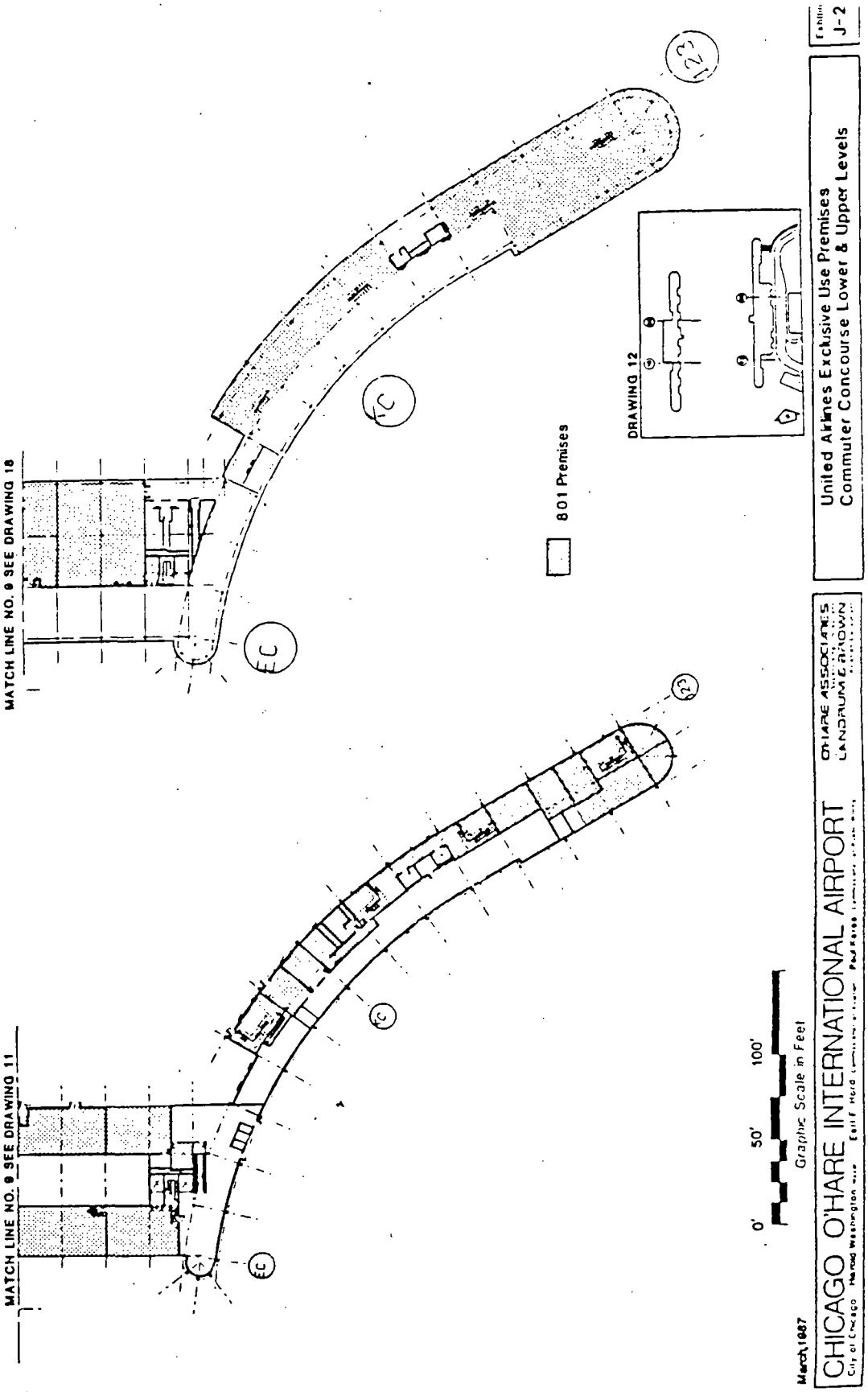

DRAWING 8
United Airlines Exclusive Use Premises
Concourse C Basement Level
Graphic Scale in Feet
0'
50'
100'
801 Premises
Exclusive Use Premises
MATCH LINE NO. 8
SEE DRAWING 5
MATCH LINE NO. 8 SEE DRAWING 7
CHICAGO O'HARE INTERNATIONAL AIRPORT
March, 1987

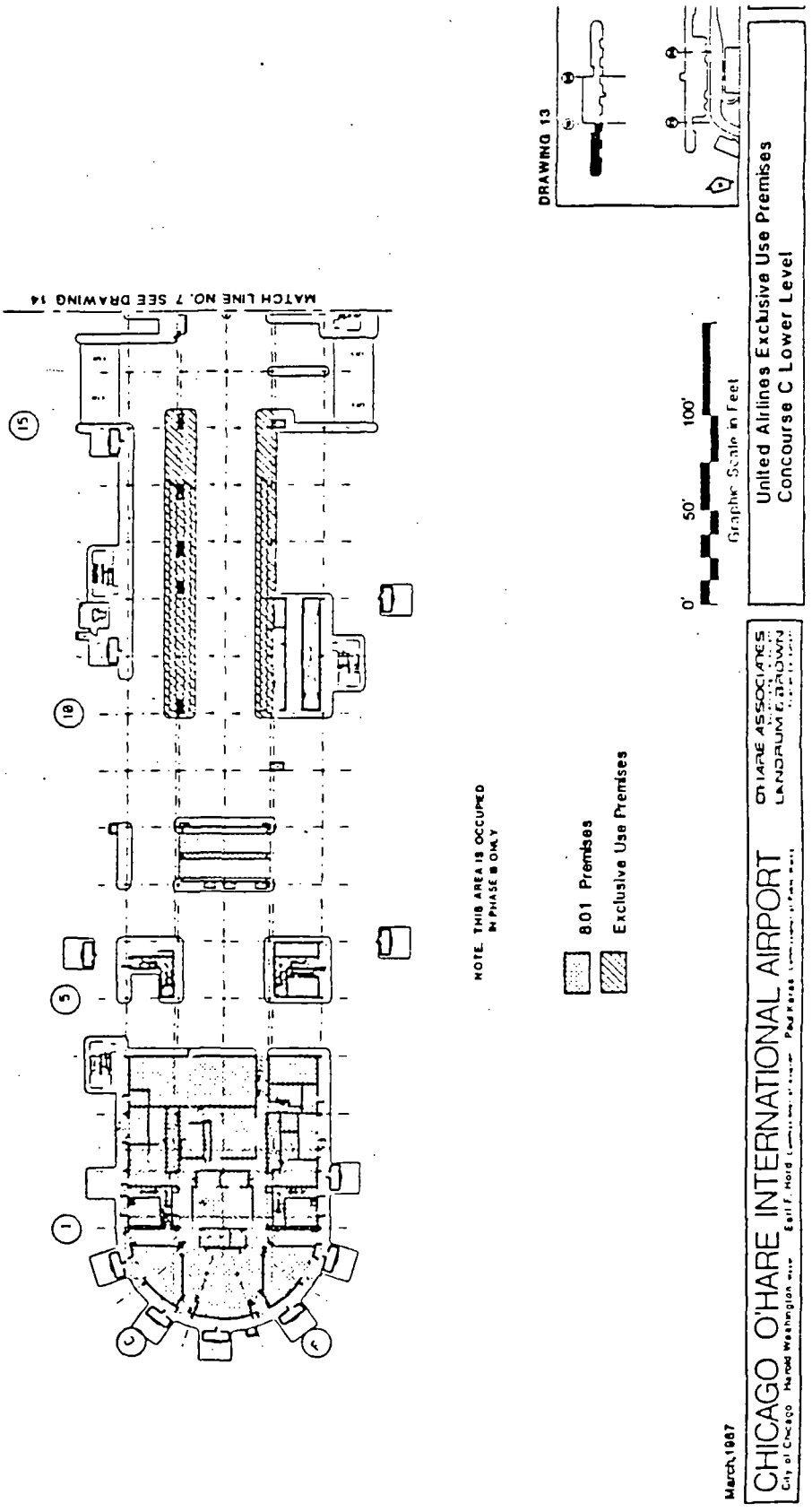

COMMUTER CONCOURSE
DRAWING 12
DRAWING 11
DRAWING 10
PHASE II ONLY
DRAWING 9
TERMINAL 1
CONCOURSE C
DRAWING 15
DRAWING 14
PHASE II ONLY
DRAWING 13
United Airlines Exclusive Use Premises Terminal 1/
Concourse B & Concourse C Lower Level Key Plan
CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES
LANDRUM & BROWN
March, 1987

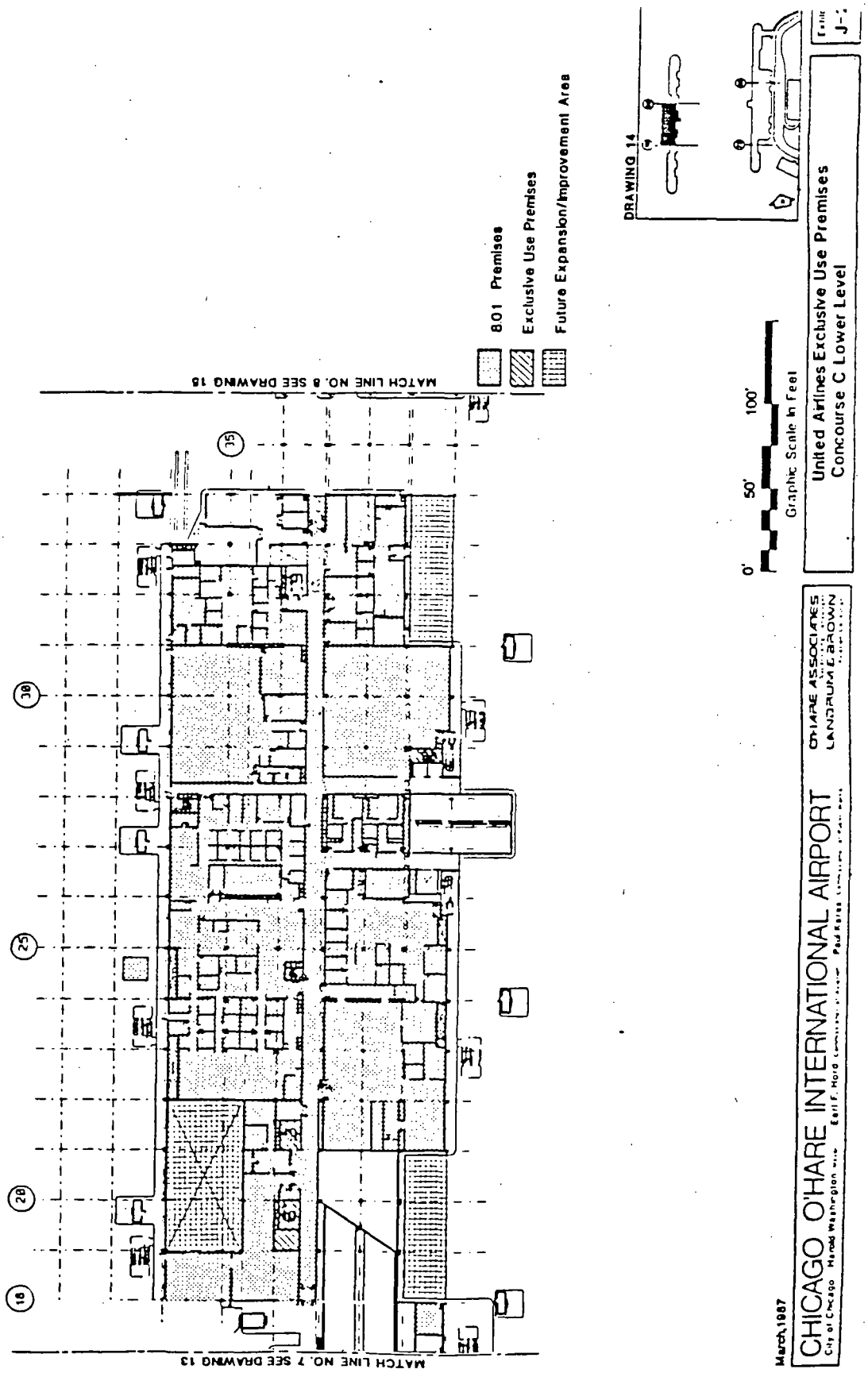

DRAWING 8
J-2
8.01 Premises
Exclusive Use Premises
Future Expansion/Improvement Area
Type A Space
0'
50'
100'
Graphic Scale in Feet
United Airlines Exclusive Use Premises
Concourse B Lower Level
MATCH LINE NO. 1 SEE DRAWING 10
NOTE: THIS AREA IS OCCUPIED IN PHASE III ONLY
CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES
LANDRUM & BROWN
March, 1987

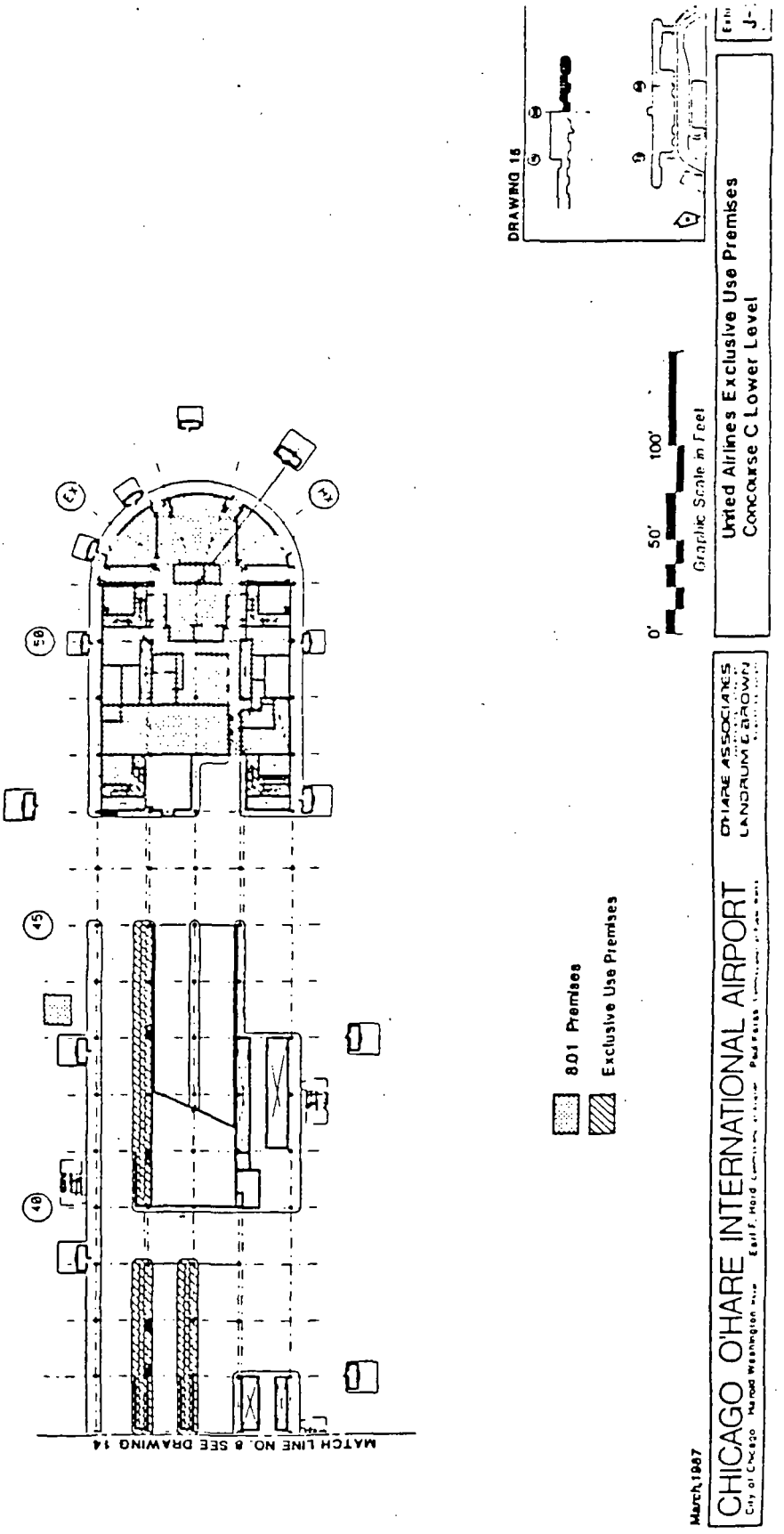

MATCH LINE NO. 2 SEE DRAWING 11
MATCH LINE NO. 1 SEE DRAWING 9
DRAWING 10
Graphic Scale in Feet
0'
50'
100'
Exclusive Use Premises
Type A Space
United Airlines Exclusive Use Premises
Terminal 1/Concourse B Lower Level
CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES
LANDAUM & BROWN
March, 1987

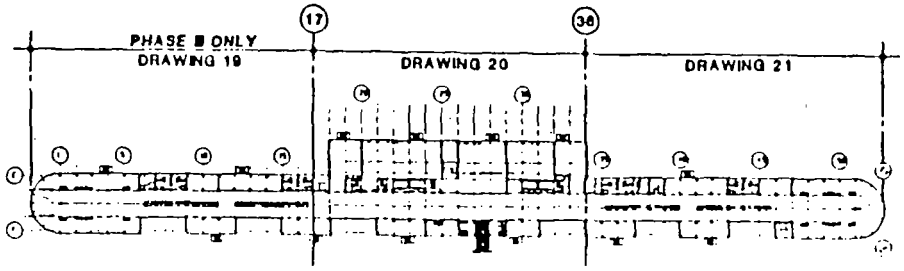

MATCH LINE NO. 9
SEE DRAWING 12
MATCH LINE NO. 2 SEE DRAWING 10
DRAWING 11
0'
50'
100'
Graphic Scale in Feet
801 Premises
Exclusive Use Premises
Future Expansion/
Improvement Area
Type A Space
United Airlines Exclusive Use Premises
Terminal 1/Concourse B Lower Level
CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES
March 1987


MATCH LINE NO. 9 SEE DRAWING 18
MATCH LINE NO. 9 SEE DRAWING 11
801 Premises
DRAWING 12
United Airlines Exclusive Use Premises
Commuter Concourse Lower & Upper Levels
J-2
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN
0'
50'
100'
Graphic Scale in Feet
March 1987

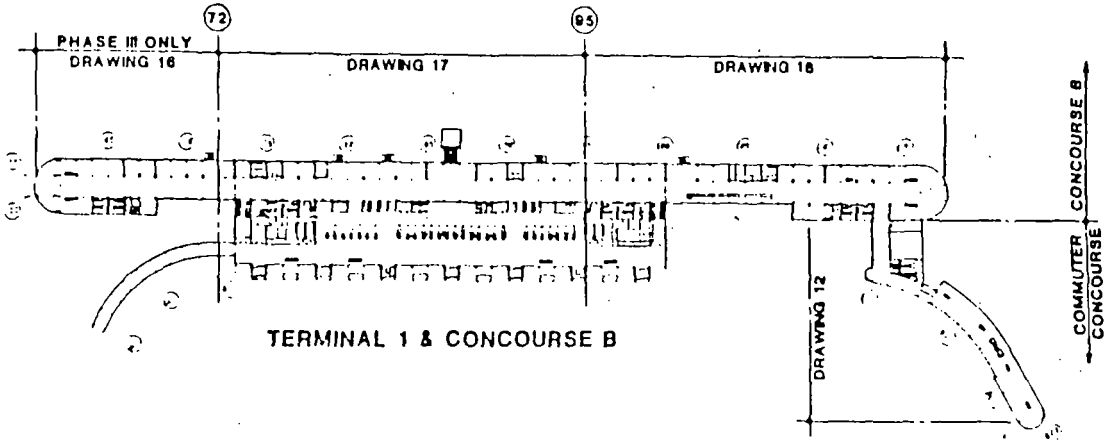

MATCH LINE NO. 7 SEE DRAWING 14
DRAWING 13
NOTE: THIS AREA IS OCCUPIED IN PHASE II ONLY
801 Premises
Exclusive Use Premises
0'
50'
100'
Graphic Scale in Feet
United Airlines Exclusive Use Premises
Concourse C Lower Level
March, 1987
CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES
LANDRUM & BROWN


801 Premises
Exclusive Use Premises
Future Expansion/Improvement Area
MATCH LINE NO. 8 SEE DRAWING 15
MATCH LINE NO. 7 SEE DRAWING 13
DRAWING 14
0'
50'
100'
Graphic Scale In Feet
United Airlines Exclusive Use Premises
Concourse C Lower Level
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Harold Washington Mayor
Earl F. Hord Commissioner of Aviation
O'HARE ASSOCIATES
LANDRUM & BROWN
March, 1987


DRAWING 15
United Airlines Exclusive Use Premises
Concourse C Lower Level
Graphic Scale in Feet
0'
50'
100'
801 Premises
Exclusive Use Premises
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN
March, 1987
MATCH LINE NO. 8 SEE DRAWING 14



CONCOURSE C



TERMINAL 1 & CONCOURSE B

March,1987

Scale: 1"-20'-0"

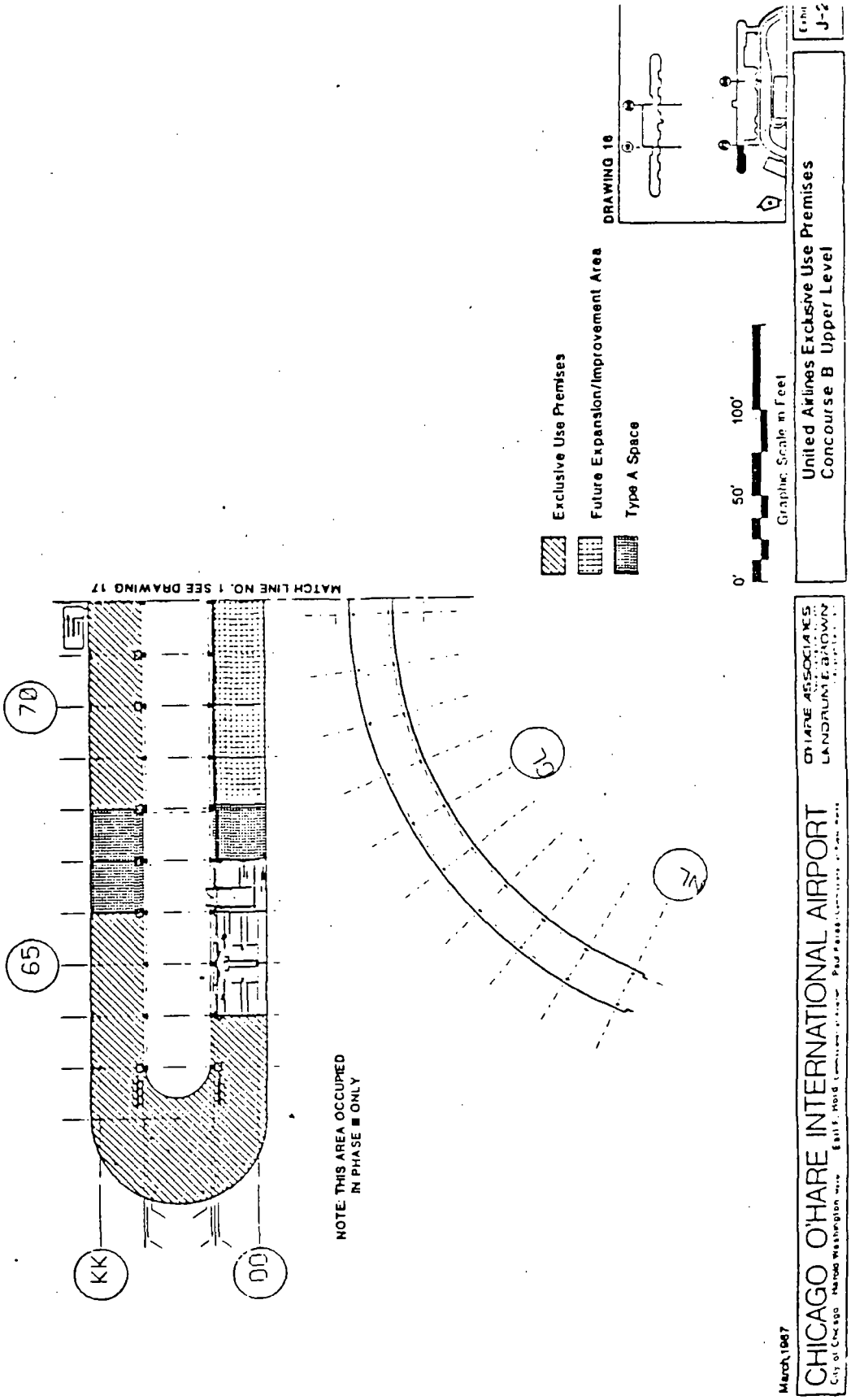
CHICAGO O'HARE INTERNATIONAL AIRPORT

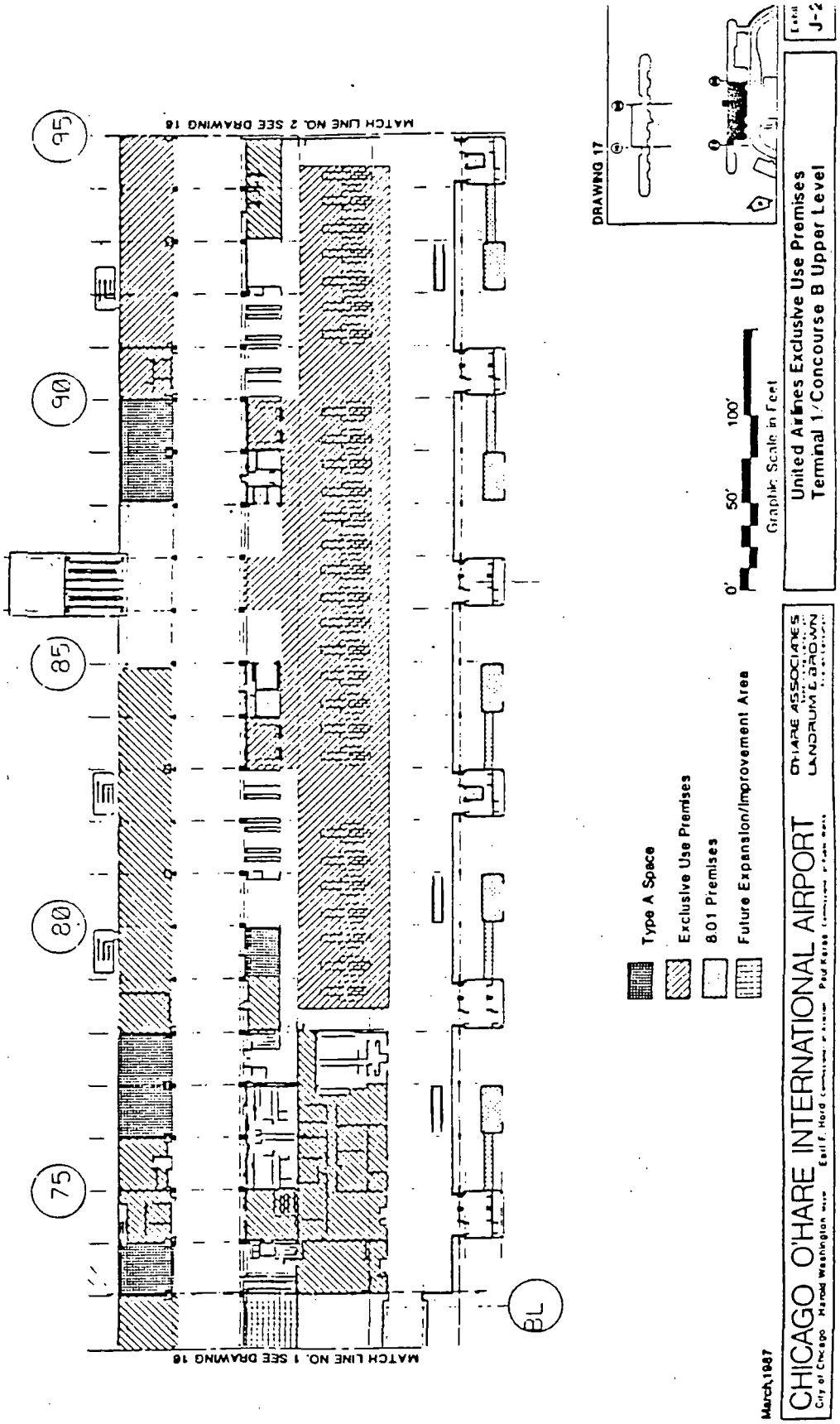
City of Chicago Harold Washington Mayor Earl F. Hord Commissioner of Aviation Paul Raiss Commissioner of Public Works

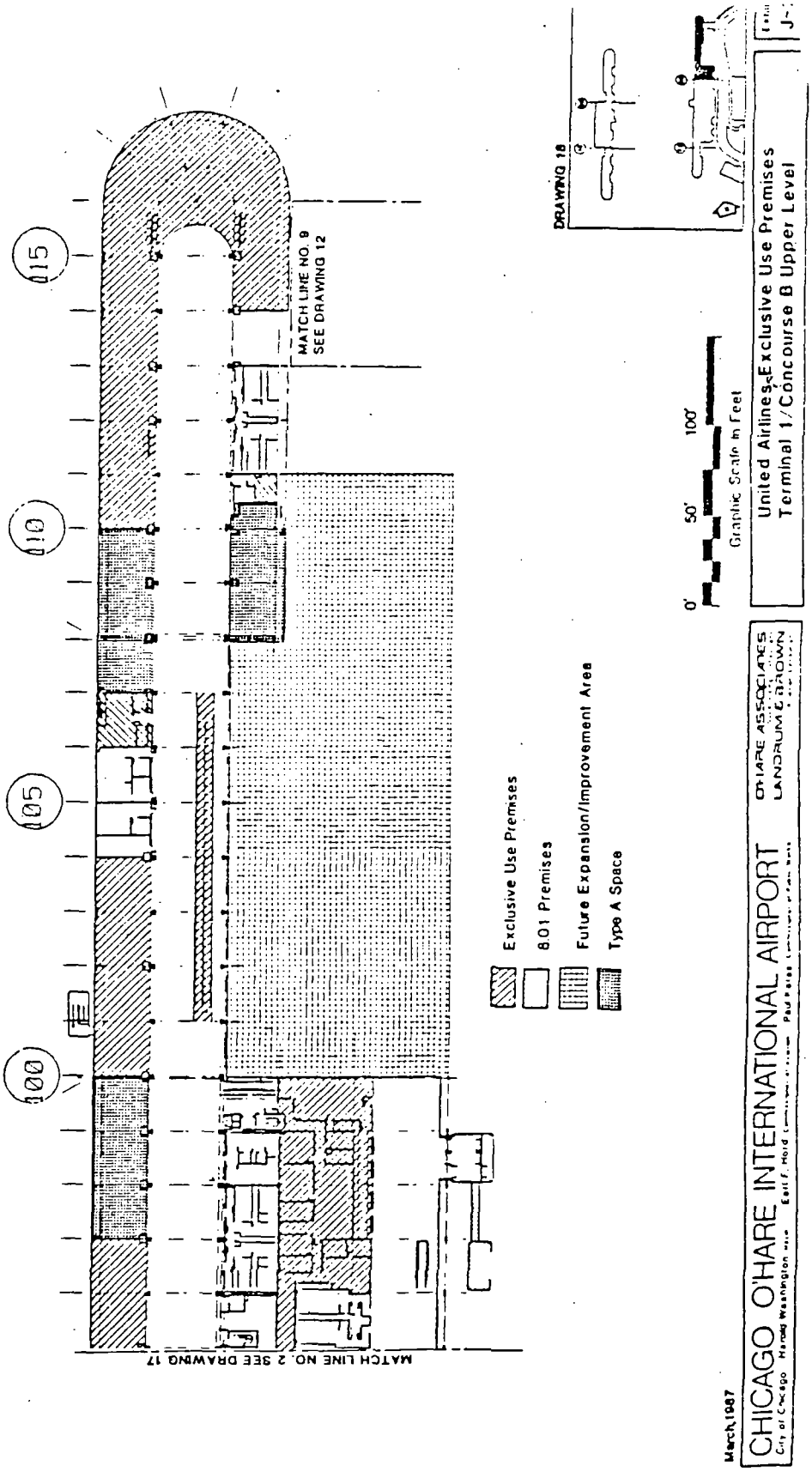
O'HARE ASSOCIATES
LANDRUM & BROWN

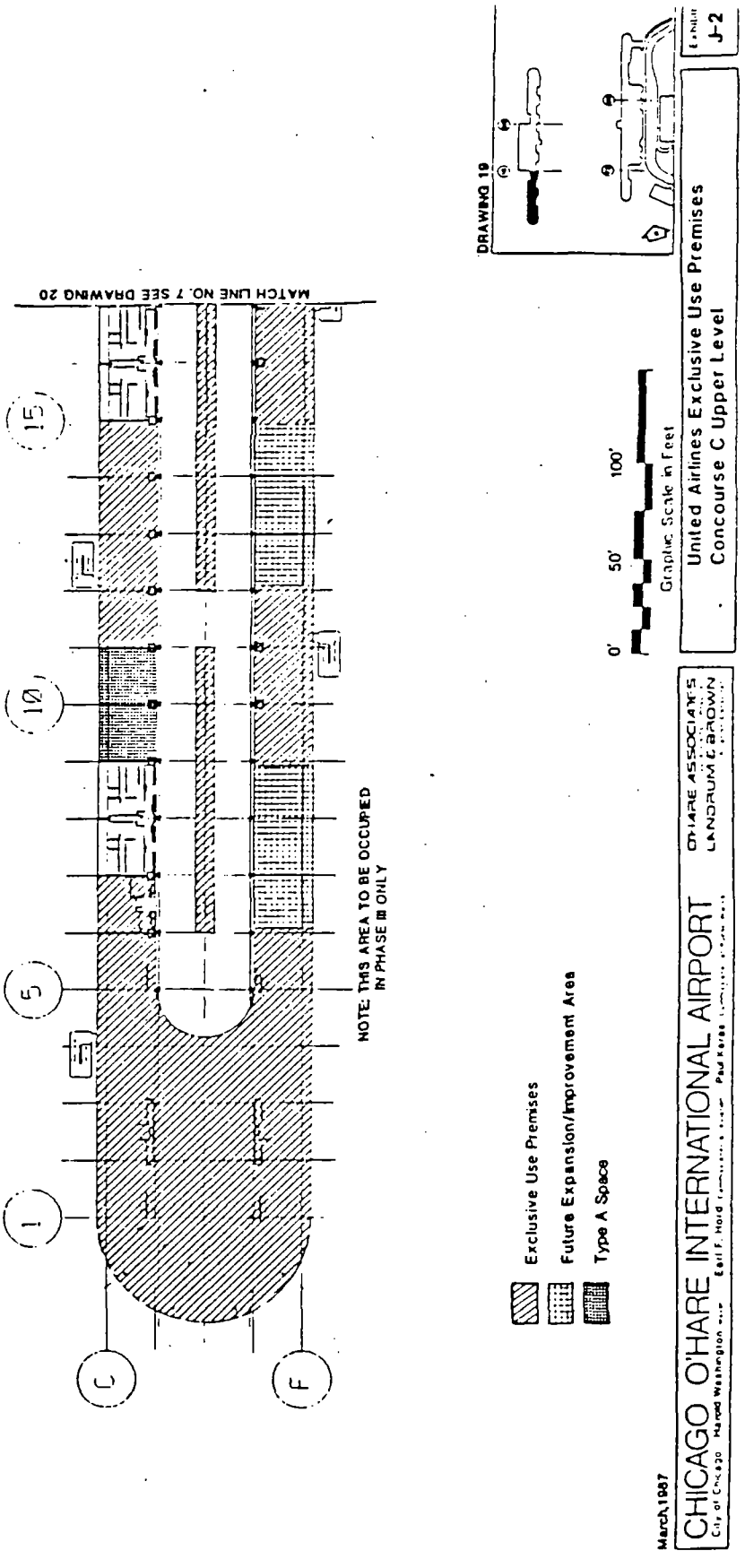
United Airlines Exclusive Use Premises Terminal 1/
Concourse B & Concourse C Upper Level Key Plan

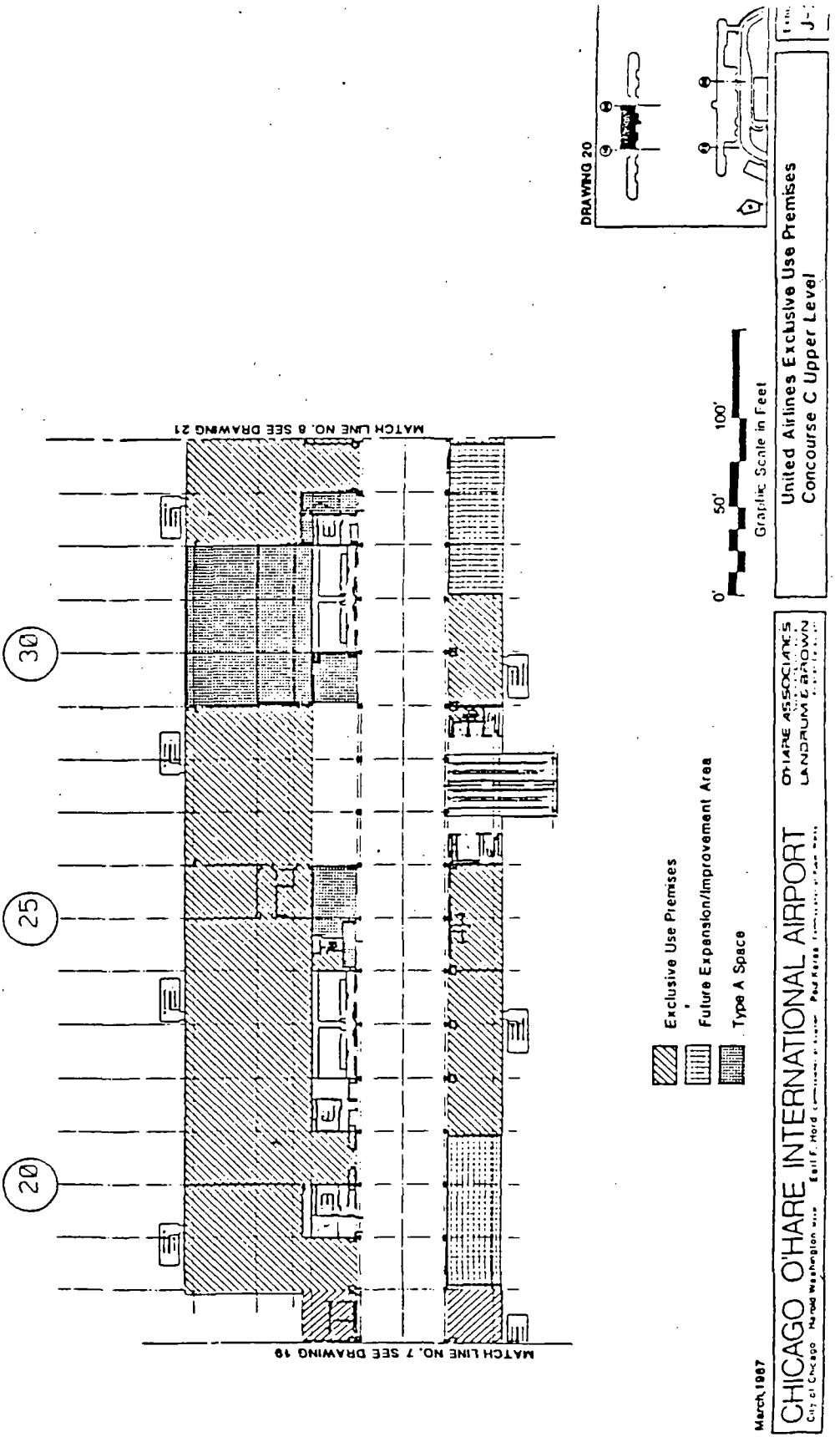
Exhibit J-

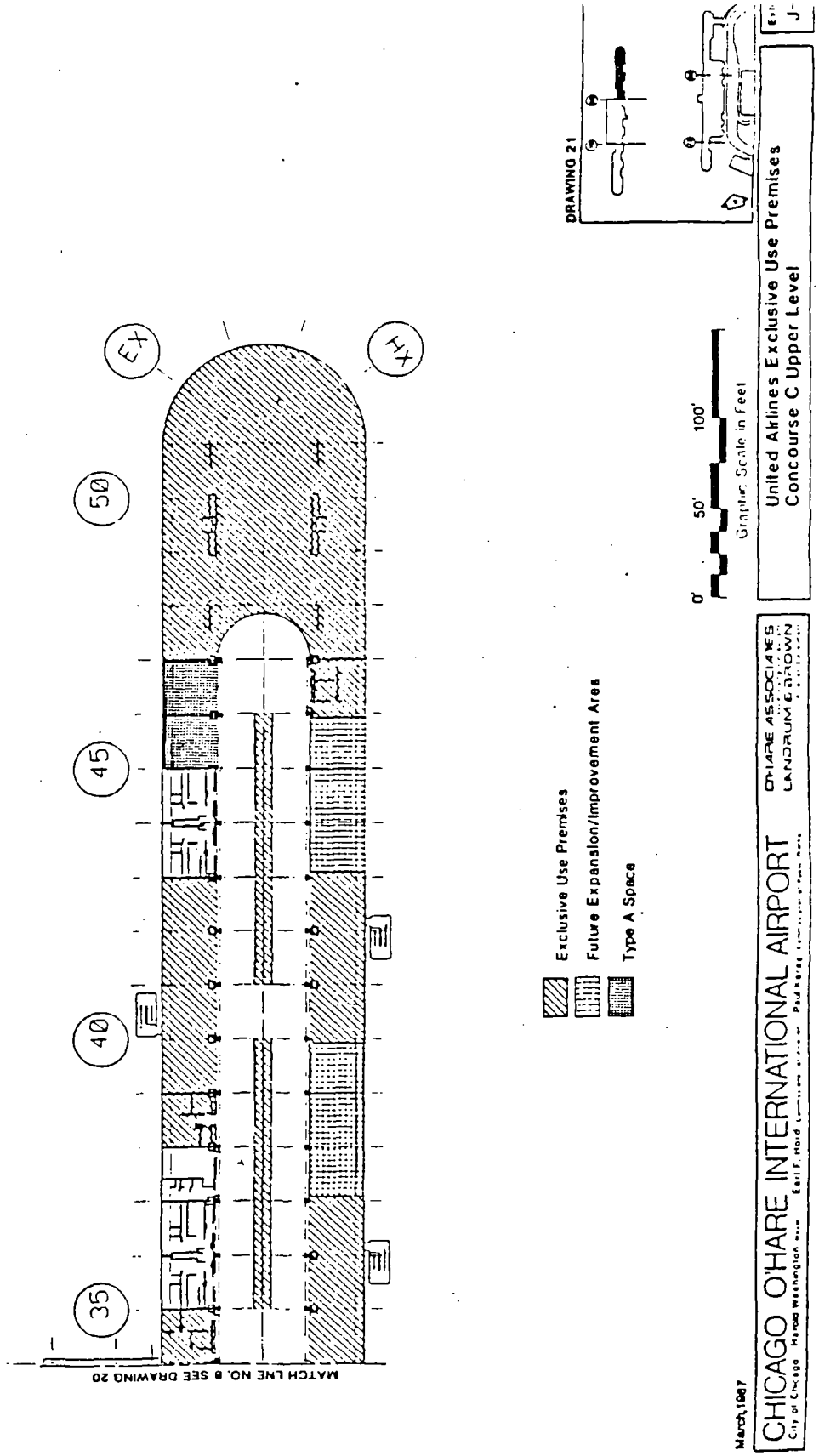

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN
United Airlines Exclusive Use Premises
Concourse B Upper Level
March, 1987
Exclusive Use Premises
Future Expansion/Improvement Area
Type A Space
DRAWING 16
0'
50'
100'
Graphic Scale in Feet
NOTE: THIS AREA OCCUPIED IN PHASE II ONLY
MATCH LINE NO. 1 SEE DRAWING 17
70
65
KK
OO

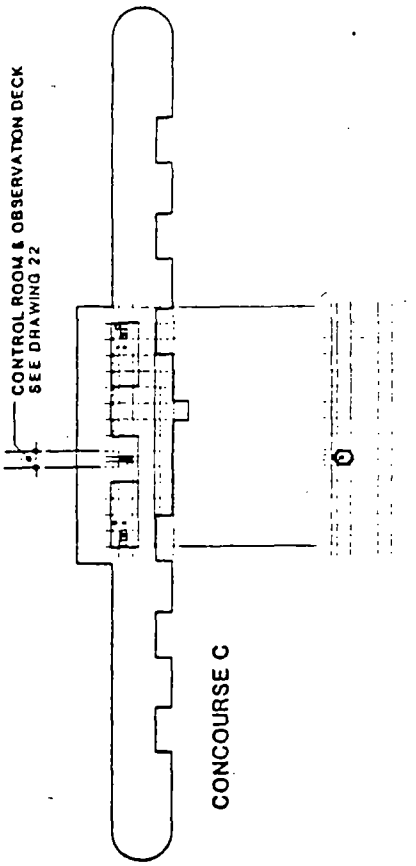

MATCH LINE NO. 2 SEE DRAWING 18
MATCH LINE NO. 1 SEE DRAWING 18
95
90
85
80
75
BL
DRAWING 17
Type A Space
Exclusive Use Premises
B.O.I Premises
Future Expansion/Improvement Area
0'
50'
100'
Graphic Scale in Feet
United Airlines Exclusive Use Premises
Terminal 1/Concourse B Upper Level
J-2
March 1987
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Harold Washington Mayor
O'HARE ASSOCIATES
LANDRUM & BROWN

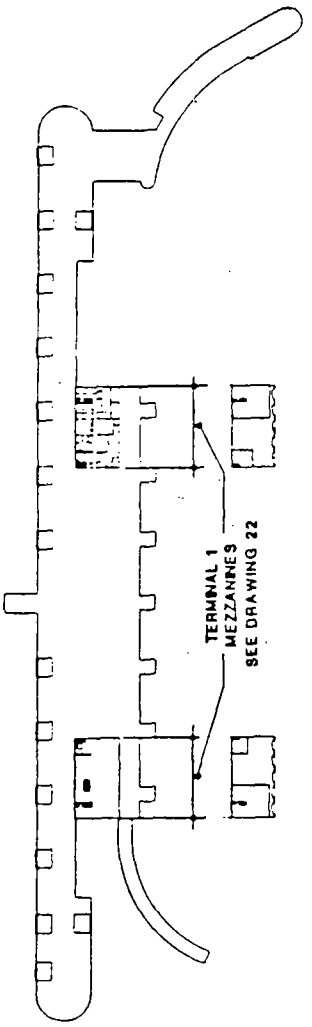

MATCH LINE NO. 9
SEE DRAWING 12
MATCH LINE NO. 2 SEE DRAWING 17
Exclusive Use Premises
801 Premises
Future Expansion/Improvement Area
Type A Space
DRAWING 18
0'
50'
100'
Graphic Scale in Feet
United Airlines Exclusive Use Premises
Terminal 1/Concourse B Upper Level
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Harold Washington
O'HARE ASSOCIATES
LANDRUM & BROWN
March, 1987


MATCH LINE NO. 7 SEE DRAWING 20
NOTE: THIS AREA TO BE OCCUPIED IN PHASE III ONLY
DRAWING 19
Exclusive Use Premises
Future Expansion/Improvement Area
Type A Space
0' 50' 100'
Graphic Scale in Feet
United Airlines Exclusive Use Premises
Concourse C Upper Level
J-2
March, 1987
CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES
LANDRUM & BROWN


MATCH LINE NO. 8 SEE DRAWING 21
MATCH LINE NO. 7 SEE DRAWING 19
30
25
20
DRAWING 20
0'
50'
100'
Graphic Scale in Feet
United Airlines Exclusive Use Premises
Concourse C Upper Level
Exclusive Use Premises
Future Expansion/Improvement Area
Type A Space
CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES
LANDRUM & BROWN
March 1987


MATCH LINE NO. 8 SEE DRAWING 20
35
40
45
50
EX
XX
DRAWING 21
Exclusive Use Premises
Future Expansion/Improvement Area
Type A Space
0'
50'
100'
Graphic Scale in Feet
United Airlines Exclusive Use Premises
Concourse C Upper Level
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN
March, 1987





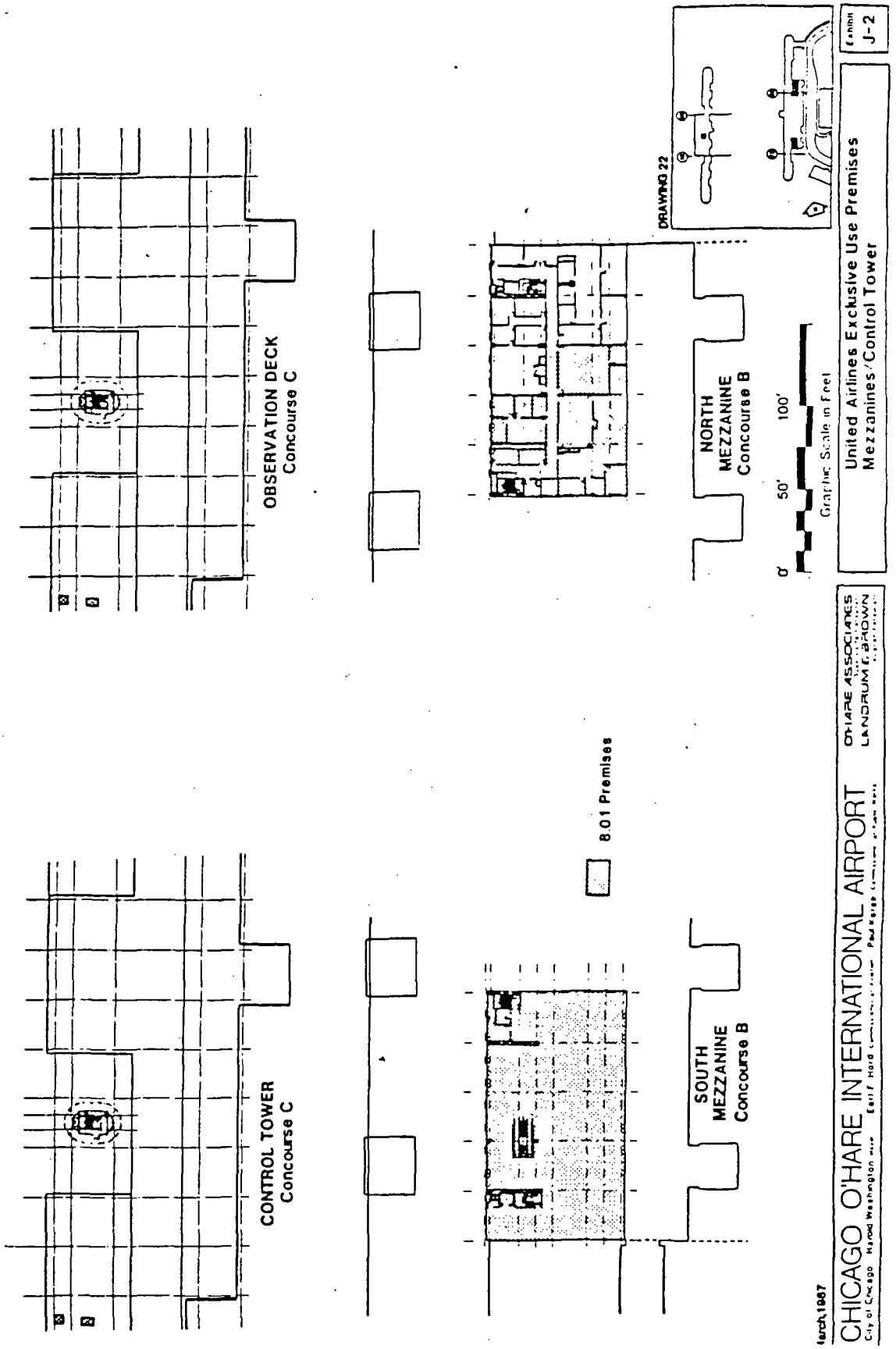
TERMINAL 1

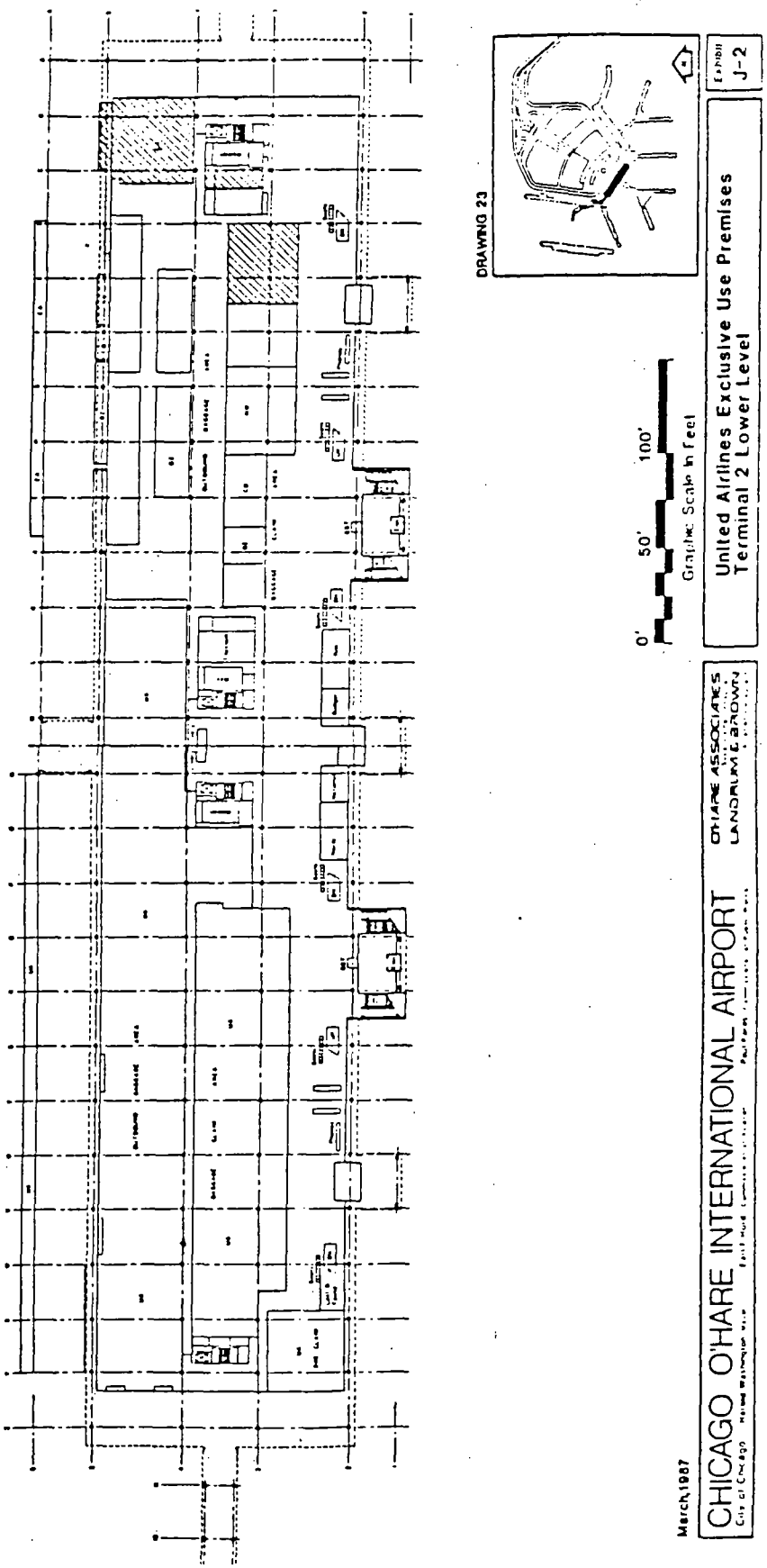
Scale: 1" 20'-0"

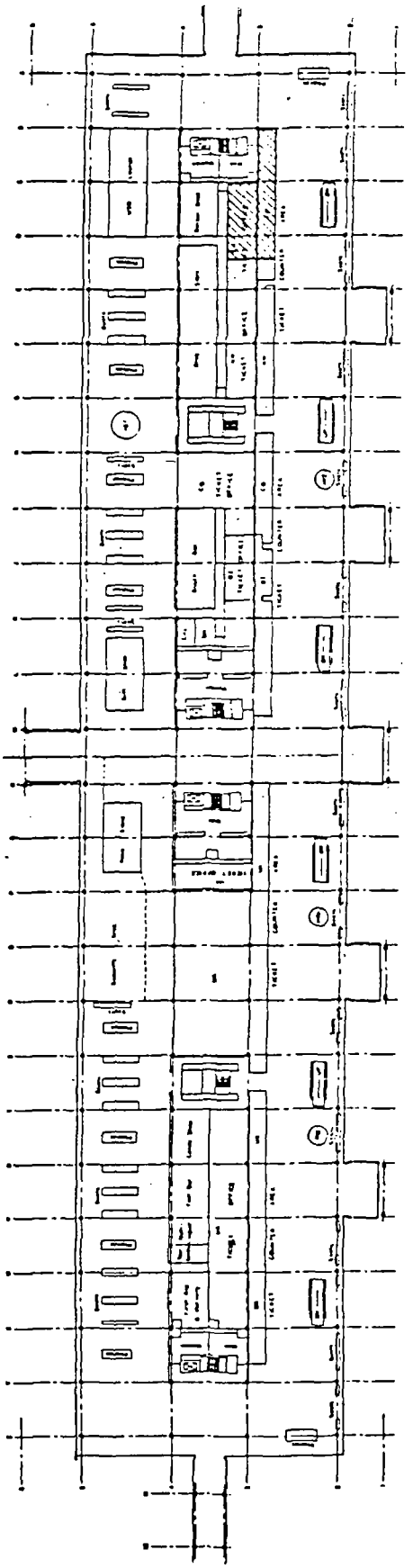
March, 1987

CHICAGO O'HARE INTERNATIONAL AIRPORT

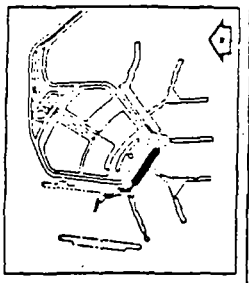
United Airlines Exclusive Use Premises Terminal 1 & Concourse C Key Plan of Mezzanines & Control Tower


OBSERVATION DECK
Concourse C
CONTROL TOWER
Concourse C
NORTH
MEZZANINE
Concourse B
SOUTH
MEZZANINE
Concourse B
8.01 Premises
DRAWING 22
0'
50'
100'
Graphic Scale in Feet
United Airlines Exclusive Use Premises
Mezzanines/Control Tower
Exhibit
J-2
CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES
LANDRUM & BROWN
March 1987


DRAWING 23
EXHIBIT J-2
United Airlines Exclusive Use Premises
Terminal 2 Lower Level
0'
50'
100'
Graphic Scale In Feet
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
CHIARE ASSOCIATES
LANDRUM & BROWN
March,1987



DRAWING 24



J-2

0' 50' 100'

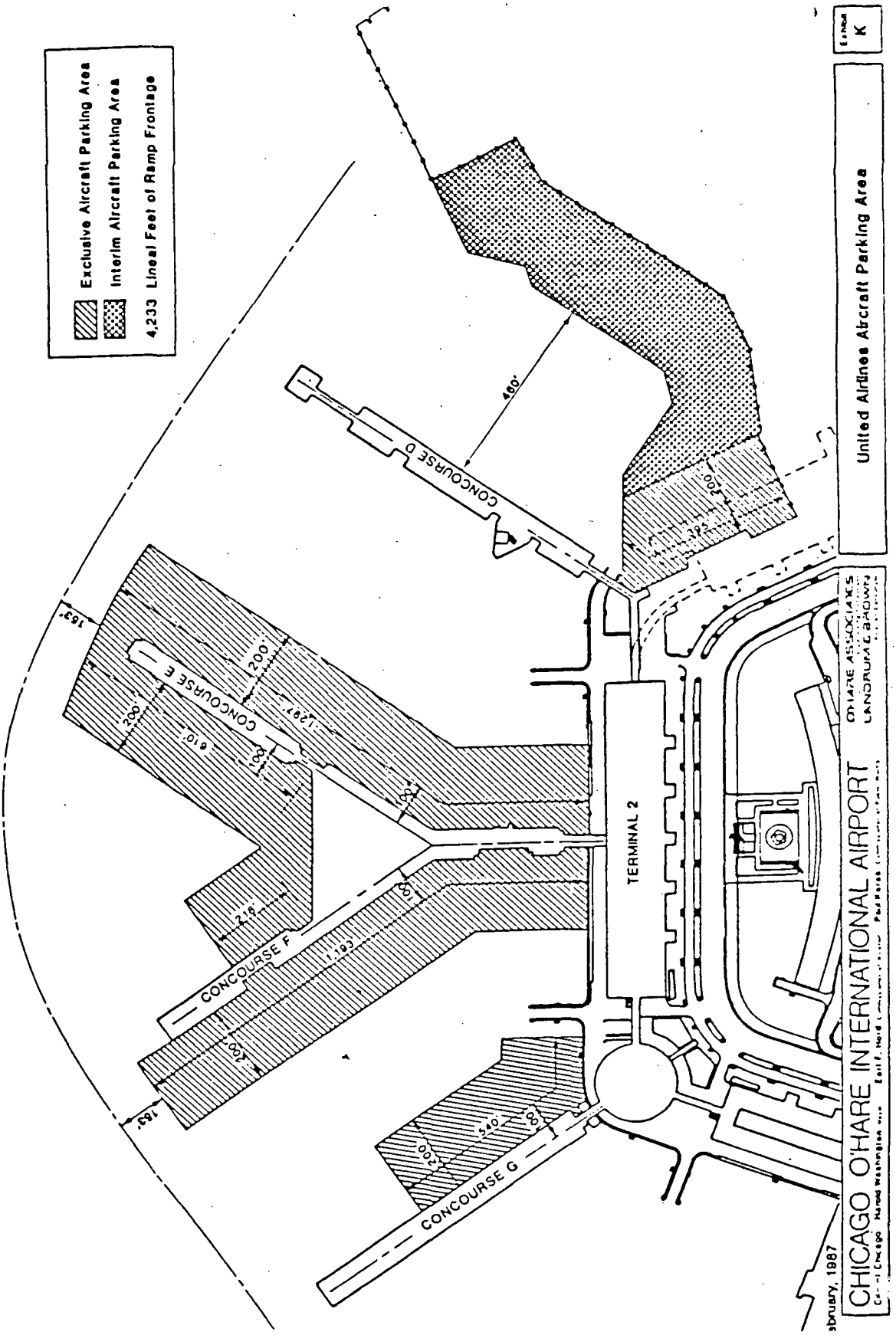
Graphic Scale in Feet

United Airlines Exclusive Use Premises
Terminal 2 Upper Level

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago

O'HARE ASSOCIATES
LANDRUM & BROWN

March, 1987


Exclusive Aircraft Parking Area
Interim Aircraft Parking Area
4,233 Lineal Feet of Ramp Frontage
United Airlines Aircraft Parking Area
CONCOURSE D
CONCOURSE E
CONCOURSE F
CONCOURSE G
TERMINAL 2
CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES
LANDRUM & BROWN
480'
200'
392'
1287'
619'
216'
1193'
540'
200'
165'
165'
sbruary, 1987

(Continued from page 975)

Airline's exercise of said option) to include in Airline's Aircraft Parking Area any or all of the Exclusive Aircraft Parking Areas associated with Concourse Building D.

(ii) Upon the exercise of said option with respect to any or all of the described Exclusive Aircraft Parking Area, City and Airline agree that this Exhibit K-1 will be appropriately amended, without further action other than the technicality of attaching new Exhibit K-1 pages to this Agreement, to reflect that the Exclusive Aircraft Parking Area affected by the exercise of said option will be included in Airline's Aircraft Parking Areas for its Phase II Exclusive Use Premises, as set forth in Paragraph (a) above of this Exhibit K-1.

(iii) City and Airline agree that, in the event that Airline does not exercise said option for all of said Exclusive Aircraft Parking Area described in Paragraph (b)(i) hereof, City shall not take or authorize any action with respect to the remainder of said Exclusive Aircraft Parking Area that would interfere with Airline's use and enjoyment of any portion of said Exclusive Aircraft Parking Area that is included in Airline's Aircraft Parking Areas.

[Map attached to Exhibit D (a/k/a Exhibit K-1) printed on page 1007 of this Journal.]

Exhibit E.

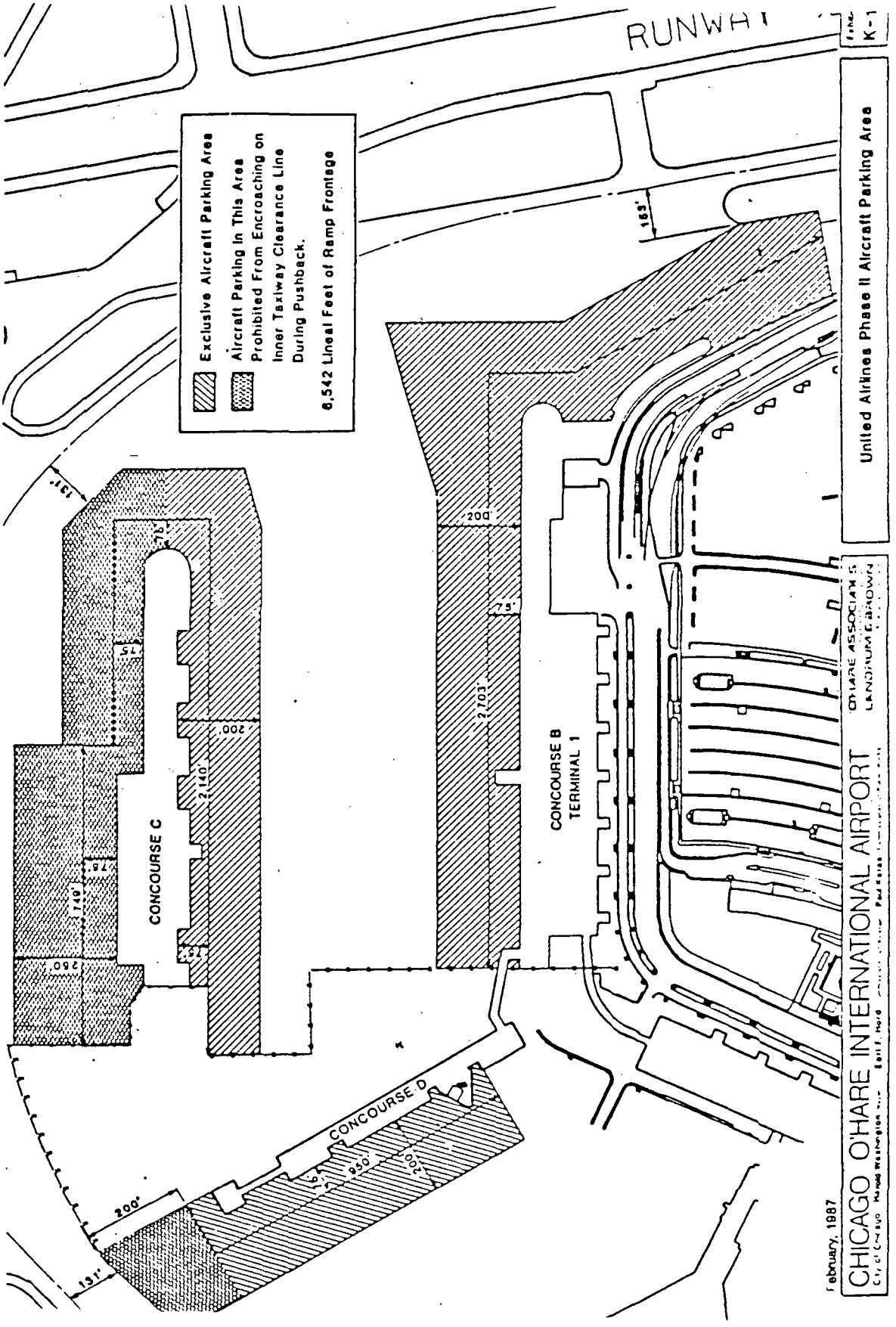
Airline's Aircraft Parking Areas

Exhibit K-2.

(a) City and Airline agree that Airline's Aircraft Parking Areas associated with its Phase III Exclusive Use Premises shall consist of 7,070 lineal feet of ramp frontage, as depicted by the Exclusive Aircraft Parking Area on this Exhibit K-2.

(b) City and Airline agree that, in order to provide a safe, orderly and efficient flow of aircraft movements on the ground in and around Terminal Building No. 1 and its associated Satellite Concourse Building, (i) the aircraft parking limit line on the northwest side of Concourse Building E shall not exceed two hundred (200) feet measured prependicularly outward from the northwest face of Concourse Building E, and (ii) except for extraordinary circumstances, aircraft movements on the taxi lanes between Terminal Building No. 1 and its associated Satellite Concourse Building shall be restricted to aircraft departing from or arriving at those Buildings.

(Continued on page 1008)


RUNWAY
Exclusive Aircraft Parking Area
Aircraft Parking In This Area Prohibited From Encroaching on Inner Taxiway Clearance Line During Pushback.
6,542 Lineal Feet of Ramp Frontage
United Airlines Phase II Aircraft Parking Area
CONCOURSE C
CONCOURSE B
TERMINAL 1
CONCOURSE D
2,703'
2,140'
950'
200'
165'
131'
CHICAGO O'HARE INTERNATIONAL AIRPORT
February, 1987

(Continued from page 1006)

(c) City and Airline agree that the provisions of the agreements set forth in Subparagraph (b) immediately above shall be specifically incorporated by City into the Airport rules and regulations governing Aircraft Operators at the Airport.

[Map attached to Exhibit E (a/k/a Exhibit K-2) printed on page 1009 of this Journal.]

EXECUTION OF CARGO BUILDING SITE LEASE WITH NORTHWEST AIRLINES, INCORPORATED FOR PREMISES AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, June 2, 1987.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance authorizing the approval and execution of a Cargo Building Site Lease between the City of Chicago and Northwest Airlines, Inc., for premises located in the southwest cargo area at Chicago-O'Hare International Airport, (which was referred on May 20, 1987) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

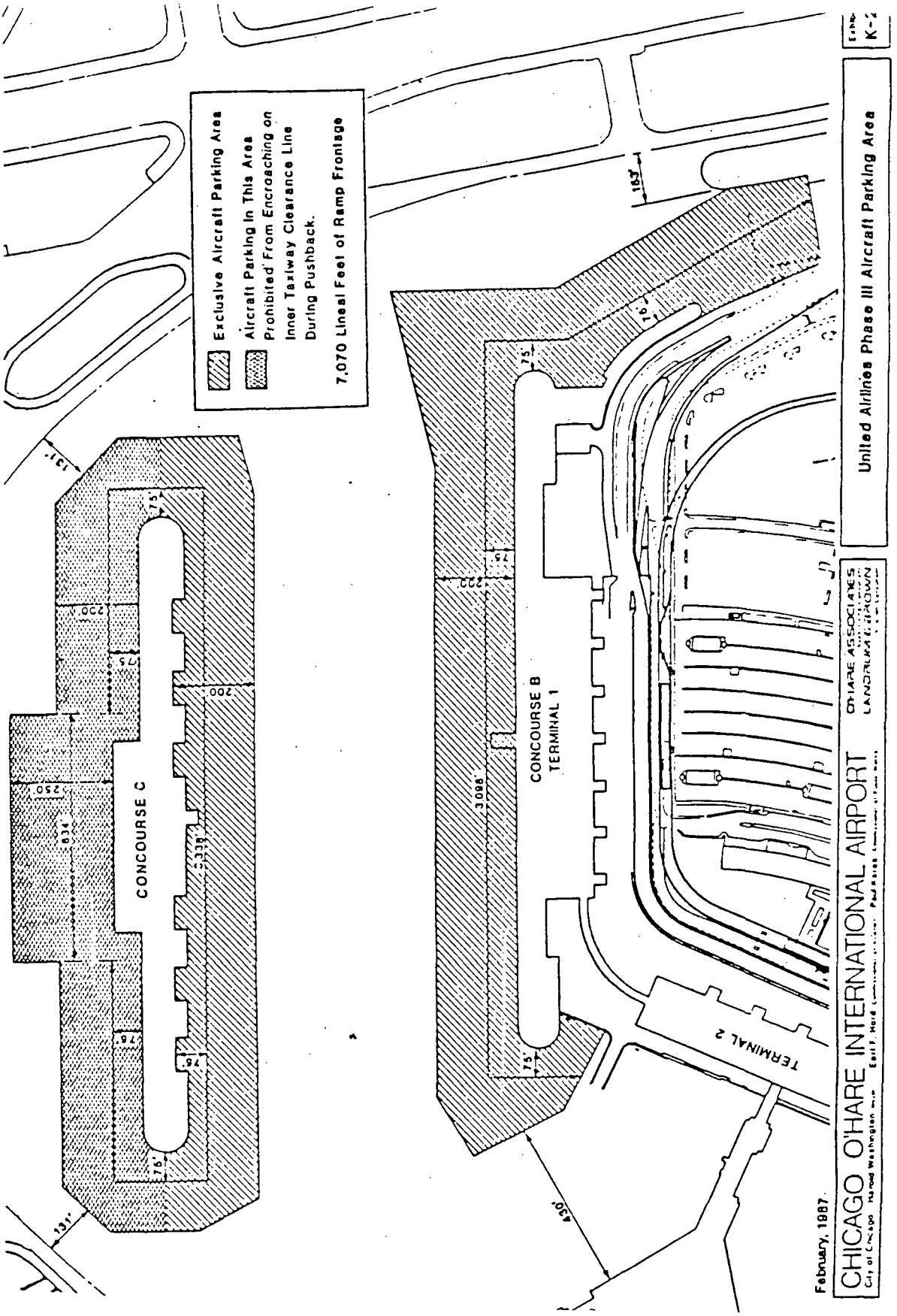
This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

(Continued on page 1010)


Exclusive Aircraft Parking Area
Aircraft Parking In This Area Prohibited From Encroaching on Inner Taxiway Clearance Line During Pushback.
7,070 Lineal Feet of Ramp Frontage
CONCOURSE C
CONCOURSE B
TERMINAL 1
TERMINAL 2
United Airlines Phase III Aircraft Parking Area
CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES
LANDRUM & BROWN
February, 1987

(Continued from page 1008)

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 Cargo Building Site Lease attached hereto between the City and Northwest Airlines, Inc. is hereby authorized and approved. The Mayor, the Comptroller, the Commissioner of the Department of Aviation and the Commissioner of the Department of Public Works are hereby authorized to execute the Lease in substantially the form attached hereto and the City Clerk is authorized to attest and affix the seal of the City of Chicago, after approval by the Corporation Counsel as to form and legality.

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

Cargo Building Site Lease and Exhibits B, C and D attached to this ordinance read as follows:

Cargo Building Site Lease.

This Lease is made and entered into as of the _____ day of _____, 1986, by and between the City of Chicago, a municipal corporation and home rule unit existing under the laws of the State of Illinois ("City"), and Northwest Airlines, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware ("Airline").

Witnesseth:

Whereas, City owns and operates the airport known as Chicago-O'Hare International Airport (the "Airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto;

Whereas, City and Airline have executed the Amended and Restated Airport Use Agreement and Terminal Facilities Lease (the "Airport Use Agreement") having an effective date of _____;

Whereas, Airline is or wishes to become engaged in the business of air transportation of freight and cargo at the Airport and desires to lease for such purposes certain premises and facilities at the Airport and to obtain certain rights and privileges with respect thereto; and

Whereas, City is willing to lease to Airline such premises and facilities, and to grant to Airline such rights and privileges, upon the terms and conditions hereinafter provided;

Now, Therefore, for and in consideration of the premises and of the mutual covenants and agreements herein contained, and other valuable considerations, the parties hereto covenant and agree as follows:

Article I.

1.01 Lease of Premises. City hereby leases to Airline, and Airline hereby leases from City, the land depicted on Exhibit A hereto ("Demised Premises"), which consists of 527,249 square feet, together with the facilities, rights and privileges hereinafter described. City shall use its best efforts to deliver possession of the Demised Premises to Airline no later than October 30, 1986. The date on which City actually delivers to Airline possession of the Demised Premises is referred to herein as the "Delivery Date."

1.02 Operation of Cargo Site. Airline or its sublessees or assigns is hereby granted the exclusive use of the Demised Premises, subject to the terms and provisions hereof and to rules and regulations promulgated by City in accordance with Article VI hereof, for any and all purposes reasonably necessary or convenient in connection with the conduct by Airline of the business of air transportation of freight and cargo and such other uses as set forth below, including, without limitation, the following:

(a) the receiving, delivering, dispatching, processing, handling and storing of air cargo, mail and other property;

(b) the loading and unloading upon the Demised Premises of property, cargo and mail upon or from aircraft by such means as may be necessary or convenient;

(c) the loading, unloading and parking of automobiles and trucks relating to its freight and cargo operations; and

(d) the maintenance and operation of buildings, facilities and equipment, including satellite and telecommunication equipment, flight kitchens and the carrying on of the activities reasonably necessary or convenient in connection with its freight and cargo operations.

(e) taxiing, parking, storing, maintaining, conditioning and repairing (to the extent such are considered routine ramp servicing) of aircraft and equipment including flight kitchen equipment.

(f) the handling of passengers in commercial or retail flights when traffic at the Airport prevents the handling of such passengers at a terminal pursuant to such terms and conditions as agreed between Airline and Commissioner. All passengers handled pursuant to this provision must be shuttled to a terminal area for processing. In no event shall this provision be interpreted as allowing retail passenger operations other than the incidental handling of passengers in irregular operation situations.

(g) the receiving, dispatching, handling and storing of property for use by Airline in its operations at the Airport.

Nothing in this Lease shall be deemed to permit the conduct by Airline or its sublessees of any cargo and freight business other than the operation of an air transportation business, and such business shall not include the transportation of passengers to and from the Demised Premises except as provided above.

Airline may use the Demised Premises for uses other than those specified in this section only upon the written approval of the Commissioner of Aviation. The grant of such approval shall be in the discretion of the Commissioner of Aviation after due consideration of airline's request.

1.03 Ingress and Egress; Right to Connect Utilities. Subject to rules and regulations promulgated by City in accordance with Article VI hereof, Airline, its sublessees or assigns, shall have the right and privilege of ingress to and egress from the Demised Premises for its or their employees, agents, guests, patrons and invitees, its or their suppliers of materials and furnishers of service, and its or their aircraft, equipment, vehicles, machinery and other property. Except as otherwise specifically provided in this Lease, no charges, fees or tolls of any nature, direct or indirect, shall be imposed by City upon Airline its sublessees or assigns, its or their employees, agents, guests, patrons and invitees, or its or their suppliers of materials and furnishers of service, for (i) such right of ingress and egress, (ii) the privilege of purchasing, selling or using for a purpose herein permitted any materials or services purchased or otherwise obtained by Airline or its sublessees or assigns, (iii) transporting, loading, unloading or handling persons, property, cargo, or mail in connection with Airline's or its sublessees or assigns' business, or (iv) exercising any right or privilege granted by City hereunder. The foregoing shall not preclude City or its concessionaires from making and collecting a charge for the use of public automobile parking areas or sightseeing facilities, or for the use of ground transportation to, from or within, the Airport furnished by City or its concessionaires, or for the furnishing or sale by City or its concessionaires to the public at the Airport of services, insurance, food and merchandise, or preclude City from imposing any tax, charge, or permit or license fee not inconsistent with the rights and privileges granted to Airline hereunder. Notwithstanding the foregoing, nothing in this Section 1.03 shall be deemed to permit or preclude City from levying a passenger facility charge or other similar tax at the Airport. Nothing herein shall preclude Airline from contesting such charge or tax if enacted or promulgated by City. Airline shall have the right to purchase or otherwise obtain property and services of any nature from any suppliers of its choice.

Airline shall not block or otherwise obstruct common use taxilanes or access roads with aircraft or groundside vehicles, respectively, at any time nor in any manner which will impair or adversely affect any other airline tenant from using or operating on said taxilanes or access road areas.

1.04 Sublease And Assignment Of Demised Premises.

(a) Airline may sublet or assign the Demised Premises, in whole or in part, to another person in the business of air transportation of freight and cargo or enter into freight handling agreements, 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 rent hereunder and for the payment, performance and observance of its other obligations and agreements herein provided unless said sublease or assignment involves all of the Demised Premises and such release of primary liability is approved by the City Council of City; and

(ii) Any sublease or assignment of the Demised Premises shall be subject to the prior written approval of the Commissioner, which approval shall not be unreasonably withheld. In no event shall approval of any sublease or assignment be deemed to constitute a waiver or restriction on the right to disapprove or deny consent to any additional or subsequent sublease of assignment.

(b) Any sublease or assignment under this section, except a sublease or assignment to a subsidiary, parent corporation, or subsidiary of a parent corporation, shall increase the rental payable to City under Section 3.01 to $.45 square foot for that percentage of the Demised Premises subject to such sublease or assignment. For purposes of this section it shall be agreed that any portion of the Demised Premises whose rental under Section 3.01 is less than $.45 per square foot shall be presumed to be the area subleased or assigned under this section.

(c) 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 1.04.

Article II.

2.01 Term. The term of this lease shall be for a period of Thirty-two (32) years commencing on October 30, 1986, and terminating on May 11, 2018, unless sooner terminated in accordance with the provisions set forth herein.

Article III.

3.01 Rent.

(a) At such time and in such manner as set forth in subsection (b) Airline shall pay City rent as follows:

(i) $.0459 per square foot per year for 141,570 square feet representing replacement footage from Airline's prior cargo lease terminated pursuant to section 13.01(c) of the 1983 Airport Use Agreement between Airline and the City.

(ii) $.45 per square foot per year for 385,679 square feet representing additional leased footage beyond that leased by Airline under prior cargo leases with the City and which is not subject to the provisions of section 13.01(c) of the 1983 Airport Use Agreement between Airline and City of Chicago.

(b) Rent shall begin accruing hereunder on the earlier of (i) the date of substantial completion of the Improvements (as defined in Section 4.01 hereof) or (ii) June 1, 1988.

From and after the time rent begins so accruing, Airline shall pay City, not later than the first business day of each month, the rent due for such month all such rent shall be paid to the Comptroller of the City of Chicago at his office in City Hall, Chicago, Illinois or such other place as may be designated. Rent for the first and last months of this Lease shall be prorated, if necessary.

3.02 Operation and Maintenance Expense. There is hereby created an Operation and Maintenance Fund to cover the costs and expenses incurred by the City in operating and maintaining the Common Areas of the Cargo Area. For purposes of this section 3.02, "Cargo Area" shall mean the portion of the Airport defined as such on Exhibit E entitled Cargo Area Layout Plan attached hereto and herein incorporated.

Thirty (30) days prior to the first rental payment under section 3.01(b) and not later than seventy (70) days prior to the end of each Fiscal Year thereafter, City shall furnish Airline with a projection of the O&M Expenses and projected O&M charges for the Cargo Area for the next ensuing Fiscal Year. On the first date that rental is due under this agreement, and on each date that rental is due thereafter, Airline shall pay to City for deposit into the Operation and Maintenance Fund an amount equal one-twelfth (1/12) of Airline's *prorata* share of the projected O&M expenses for the fiscal year. Any airline whose rent includes additional leased footage under section 3.01(a)(ii) shall pay O&M expenses on such additional leased footage only to the extent that such O&M expenses exceed $.10 per square foot. Airlines *prorata* share shall be determined by a percentage in which the total square footage leased to Airline pursuant to section 3.01(a) is the numerator and the total square footage of all land leased in the Cargo Area is the denominator.

Not later than the one hundred ninetieth (190th) day of each Fiscal Year, City shall furnish Airline with a revised projection of O&M charges for the Cargo Area which shall reflect the most recently available information with regard to the amounts actually incurred as O&M expenses in the Cargo Area. If the revised projection forecasts expenses that would result in an overpayment or underpayment by Airline of five percent (5%) or more of the amount needed for such O&M expenses, payments under this Section shall be adjusted to conform to the revised projection. In no event shall the O&M charge under this section, as so adjusted, be less than zero. Any surplus in the O&M Fund at the end of a Fiscal Year shall be carried over, in the O&M fund to cover costs which may be incurred by the City in the repair, replacement or reconstruction of those capital facilities provided to the common areas of the Cargo Area, including, but not limited to, sewer and water line repairs or replacements, Apron repavement or replacement, right of way improvements or replacements (including costs of right of way expansion or relocation).

The City will maintain accurate records allocating O&M expenses for each Fiscal Year. Within six months after the close of each Fiscal Year, City shall furnish Airline with a copy of an annual audit report ("Final Audit") prepared in accordance with generally accepted accounting principles and certified by an independent accountant or outside auditors covering the O&M expenses for such preceding Fiscal Year and shall set forth the O&M expenses paid by Airline during such period.

The payment by Airline to City, and the acceptance by City from Airline, of any amount hereunder shall not preclude either Airline or City from questioning, within a period of six months from the date of receipt by Airline of the Final Audit, the accuracy of any statement

on the basis of which such payment was made, or preclude City from making, within such period, any claim against Airline for any additional amount payable by Airline hereunder.

3.03 Deficiency Assessments. In the event that the costs incurred by the City in the repair, replacement or reconstruction of those capital facilities provided to the common areas of the Cargo Area site is $75,000 or less per project, Airline shall pay, by means of a deficiency assessment, its *prorata* share of the costs incurred not funded from the O&M fund. Airlines *prorata* share shall be determined by dividing the amount of those costs incurred, or anticipated to be incurred and not funded from the O&M fund by a percentage of which the total square footage leased by the Airline for cargo facilities is the numerator and the total square footage of all land leased in the Cargo Area is the denominator.

At any time during the term hereof, Airline may notify the Commissioner of any objections to the O&M charges. At the request of any Airline, the Commissioner shall meet with such Airline regarding such objection. City shall make all reasonable efforts to perform such project at the lowest possible cost consistent with its responsibility as a prudent airport operator. In the event that the costs incurred by the City in the repair, reconstruction or replacement of any capital projects in the common areas of Cargo Area which equal $75,000 or less are required, City shall, at least thirty (30) days prior to making any expenditure, give written notice to Airline. Capital projects shall be defined as a) those projects which do not require immediate, emergency corrective action within a twenty-four (24) hour period and b) are defined in accordance with generally accepted accounting principles as may be re-defined from time-to- time by City's public accounting firm. Such notice shall include (i) an estimate of (1) the cost of such project, (2) the construction scheduled, description and justification for such project, (ii) the manner of payment and estimated payments required as a result thereof, (iii) the proposed allocation of such expenses within the Cargo Area portion of the Land Support cost center, and (iv) the projected impact of such costs on Airport fees and charges, all in sufficient detail to enable the Airline to make informed comments thereon. Airline may submit to City written comments on such expenditures within twenty (20) days following receipt of such notice by Airline, and City shall give due consideration to any such comments filed in a timely manner by Airline. Upon timely request by a Majority-in-Interest (which is herein defined as fifty-one percent (51%) of all Airlines having executed an Airport Use Agreement and leasing cargo building sites within the Cargo Area as shown on Exhibit E to the site leases), City shall convene a meeting of the Airlines to discuss such capital projects, with City providing due consideration to such Airline comments.

In the event that the costs incurred by the City in the repair, replacement or reconstruction of those capital facilities provided to the common areas of Cargo Area site exceeds $75,000 per project, the City shall not make any expenditures or issue any obligations to finance the cost thereof for any repair, replacement or reconstruction project unless and until such project and the financing thereof has been approved by a Majority-in-Interest. At least forty-five (45) days before making any expenditure or issuing any obligations, City shall submit a proposal in writing to those Airline Parties, having under lease land in the Cargo Area which proposal shall include an estimate of (a) the cost of such project, (b) the expenses resulting therefrom (c) the sources and use of funds and the terms of any financing, if any (d) the construction schedule, descriptions and justification for any such project (e) the proposed allocation of any costs among and within any Airport Cost-Revenue Centers and (f) the detail to enable the Airlines comprising the Majority-in-

Interest to make an informed judgment on the appropriateness of such project and financing. A project and financing shall be deemed to be approved if (i) a Majority-in-Interest approves it pursuant to a certificate issued by the Airline's Representative as defined in the Airport Use Agreement or (ii) City is not notified in writing of Majority-in-Interest disapproval within thirty (30) days of the submission of such proposal by City.

3.04 Taxes. Airline shall be responsible for payment of all taxes levied against the Demised Premises. All such taxes shall be paid directly by the Airline to the appropriate taxing agency. Airline shall provide the Commissioner with copies of all notices relating to such taxes within thirty (30) days of receipt and shall, within thirty (30) days of payment, provide the Commissioner with a receipt indicating payment of such taxes. Nothing herein shall preclude Airline from contesting such charge or tax including those enacted or promulgated by City.

Article IV.

4.01 Construction of Improvements on Demised Premises. Airline, after securing necessary permits therefor, shall at its sole expense, erect and install on the Demised Premises, the structures, aircraft parking apron, and improvements (hereinafter collectively referred to as the "Improvements") as described in Exhibit B attached hereto. Design and construction of the Improvements shall be accomplished in accordance with the provisions of Exhibits C and D hereto.

For purposes of this section, construction of Airline's facilities on the Demised Premises may include construction of connections with any roadway, water line, sewer line, drainage ditch and utility line serving the Demised Premises, if requested by Airline, and the plans and specifications are approved by the City.

4.02 Maintenance, Replacement And Repair.

(a) Airline shall be responsible for and shall perform or cause to be performed, maintenance and repair of the Improvements and shall clean and keep clear of debris the Improvements and the Demised Premises. Airline shall, at all times at the Demised Premises:

(i) Keep all fixtures, equipment and personal property in a clean and orderly condition and appearance;

(ii) Maintain the same in good condition (reasonable wear and tear excepted) and perform all ordinary repairs, replacements, and inside painting, such repairs, replacements, and painting by Airline to be of a quality and class not inferior to the original material and workmanship;

(iii) Control all of its vehicular traffic on the Demised Premises. Take all precautions reasonably necessary to promote the safety of its passengers, customers, business visitors and other persons, and employ such means as may be necessary to direct the movements of its vehicular traffic; and

(iv) Either directly or through an independent contractor (which independent contractor shall obtain a City permit, the issuance of which shall not be unreasonably withheld), dispose of its garbage, debris and other waste materials (including snow and ice).

(b) If the performance of any of the foregoing maintenance, repair, replacement or painting obligations of Airline requires work to be performed near an active taxiway or runway or where safety of Airport operations might be involved, Airline shall post guards or erect barriers or other safeguards, approved by the Commissioner, at such locations.

4.03 Title. Title to the Improvements shall vest in City upon certification by an engineer employed by City that construction of the Improvements has been completed.

4.04 Signs. Any advertising signs installed by Airline on the Demised Premises shall be limited to those which advertise the air transportation business of the lessee or its assigns or sublessees. The number, general type, size, design and location of such signs shall be subject to the prior approval of the Commissioner of Aviation whose approval shall not be unreasonably withheld.

4.05 Lighting. Airline 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 standards prescribed by City and the Federal Aviation Administration or any other governmental agency having jurisdiction over the Demised Premises.

4.06 Covenant Against Liens. Airline shall keep the Demised Premises and the Improvements free and clear of liens, except as may be approved by City, which might arise out of any act by Airline; provided however, that Airline may, in good faith, contest the validity of any lien.

4.07 Performance by City Upon Failure of Airline to Maintain. In the event Airline fails to perform for a period of forty-five (45) days after notice from City so to do, any obligation imposed on Airline by this Agreement, City may enter the Demised Premises (without such entering causing or constituting a termination of this Lease or an interference with the possession of said premises by Airline) and do all things necessary to perform such obligation, charging to Airline the cost and expense thereof. Airline shall pay City such charge when invoiced in addition to any other amounts payable by Airline hereunder; provided, however, that if Airline's failure to perform any such obligation endangers the safety of the public or of employees of City, and the notice to Airline so states, the City may perform such obligation of Airline at any time and Airline shall pay the cost and expense of such performance.

4.08 Inspection. City, by its representatives, shall have the right at any reasonable time, and as often as it considers necessary, to inspect the Demised Premises and direct Airline to make ordinary repairs. City representatives shall notify Airline's representative on the Demised Premises at the beginning of any inspections.

4.09 Non-Disturbance. The operations of Airline 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 Airline to correct the

demeanor, conduct, or appearance of Airline's employees, Airline shall forthwith comply with such request.

Article V.

5.01 Facilities Furnished By City. City shall deliver the Demised Premises in a rough graded condition in accordance with the specifications of O'Hare Development Project No. 402. City makes no warranty as to soil conditions of the Demised Premises or the adequacy of the Demised Premises for Airline's intended purpose other than that the site has been prepared in accordance with O.D.P. No. 402. City shall construct taxiways, roadways, water lines, sewer lines, utility lines and drainage ditches serving the Demised Premises, substantially as described in Exhibit B hereto. Airline may use such taxiways, roadways, water lines, sewer lines and drainage ditches in common with others; provided, however, that Airline shall be required to pay to City its established charge for direct metered water supplied by City to Airline through any such water line. Airline shall pay all charges for electricity furnished to the Demised Premises.

5.02 Maintenance and Operation of Airport. City shall operate and maintain, in a manner consistent with that of a reasonably prudent operator of an airport, and keep in good condition and repair, all taxiways, roadways, water lines, sewer lines, drainage ditches, additions, improvements, facilities and equipment now or hereafter provided by City serving the Demised Premises but located outside the Demised Premises, including the removal of snow, ice, vegetation, stones and other foreign matter as reasonably as may be done, from taxiways, connections therefrom, and roadways.

5.03 Exclusive Possession. Subject to the provisions of this Lease, City covenants that so long as Airline performs all of its obligations hereunder, it shall be entitled to and shall have the exclusive possession and enjoyment of the Demised Premises, and the rights and privileges leased to it hereunder.

5.04 Performance by Airline Upon Failure of City to Maintain and Operate. In the event City fails to perform for a period of forty-five (45) days after notice from Airline so to do, any obligation required under this agreement to be performed by City, Airline may perform such obligation of City and City shall pay to Airline the cost and expense of such performance, but Airline shall not deduct any such cost and expense from any amounts due hereunder. If City's failure to perform such obligations endangers the safety of Airline's operations at the Airport and Airline so states in its notice to City, Airline may perform such obligation and City shall pay for Airline's cost and expense of such performance if the City has not commenced performance of its obligations after receipt of such notice.

Article VI.

6.01 Rules and Regulations.

(a) Airline shall obey all rules and regulations governing the conduct and operation of the Airport promulgated from time to time by City; provided, however, that such rules and regulations must be neither (i) inconsistent with the reasonable exercise by Airline of any right or privilege granted to it hereunder or under any other agreement between Airline and City relating to the Airport, nor (ii) inconsistent with the rules, regulations, or orders

of any Federal or State agency having jurisdiction over the Airport. Except in cases of emergency, no such rule or regulation shall be applicable to Airline unless it has been given fifteen (15) days notice of the adoption thereof.

(b) City shall keep Airline supplied with five (5) sets of City's current Airport rules and regulations applicable to Airline.

(c) City shall have no control over the rates, fares or charges that Airline may prescribe in connection with its conduct of Airline's air transportation business.

(d) Nothing herein shall be construed to prevent Airline from contesting in good faith any rule and regulation of the Airport, without being in breach thereof, so long as such contest is diligently commenced and prosecuted by Airline.

Article VII.

7.01 Exercise by City of Governmental Functions. Nothing contained herein shall impair the right of City, in the exercise of its governmental functions, to require Airline to pay any tax or inspection fees or to procure necessary permits or licenses provided such requirement is not inconsistent with the rights and privileges granted hereunder or under the Airport Use Agreement.

Nothing herein shall be construed to prevent Airline from contesting in good faith any tax or inspection fee so long as such contest is diligently commenced and prosecuted by Airline.

Article VIII.

8.01 Insurance. 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.

If pursuant to any other agreement between Airline and City, Airline is complying with requirements identical with those of this section, such compliance shall also serve as compliance with the requirements of this section.

8.02 Insurance on Improvements During Construction. Airline, or Airline's designated representatives, shall, until the date upon which the Improvements are certified as complete by an engineer employed by City, keep in force insurance issued by a responsible insurance company or companies, insuring City against all liabilities for public liability or property damage arising out of or in connection with the construction upon or the use and occupancy of the Demised Premises, in amounts of comprehensive insurance acceptable to City. Such policies shall insure the Improvements during construction under completed builder's risk insurance, against fire, with extended coverage insuring against, among other things, vandalism and sprinkler leakage in an amount equal to the full replacement value of the improvements under construction as the same progresses in order to assure continuity of construction and ultimate completion despite damage or destruction suffered during the course thereof.

8.03 Insurance Of Improvements After Completion Of Construction.

(a) The Improvements shall be insured at all times, on and after the date upon which completion thereof is certified by an engineer employed by City, and during the term hereof, under a so-called "fire and extended coverage policy or policies," issued by a responsible insurance company or companies, which policy or policies shall specifically insure against loss or damage by fire, lightning, collision, explosion, strikes, riots, civil commotions, malicious damage, tornado, windstorm or snow damage in the amount of full replacement value. Such insurance policy or policies shall be taken out and maintained by Airline. All such insurance policies shall name City as an additional insured thereunder, and shall provide that proceeds of such insurance shall be payable to City or Airline as their interests appear. Any costs incurred by City under such insurance policies shall be paid by Airline to City at the office of City Comptroller of City within thirty (30) days after receipt by Airline of a statement therefor.

(b) If any building or improvement constructed on the Demised Premised is damaged or destroyed on or after the date of completion of the Improvements as certified by an engineer employed by the City, and if any insurance proceeds are payable by reason thereof, Airline shall immediately after such damage or destruction cause to be prepared 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 Airline and City. City shall be entitled to participate in the preparation of such plans and specifications, and must approve them prior to the commencement of reconstruction. Such insurance proceeds shall be applied, as promptly as practicable, to the repair, replacement or reconstruction of the damaged or destroyed property, in accordance with such plans and specifications.

8.04 Proof of Insurance. Airline shall provide Certificates of Insurance as to all insurance policies required under this article. Said policies shall be delivered to the Commissioner. Airline shall notify the Commissioner twenty-five (25) days in advance of any change in such policies and furnish, within thirty (30) days of receipt of such change from the insurance carrier, copies of such policy change.

Article IX.

9.01 Abatement in the Event of Closing. In the event that the Airport is closed for a period of time in excess of five (5) consecutive 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 not stayed by way of appeal or otherwise then the rent payable by Airline shall abate for the period of such closing.

9.02 Abatement on Account of Casualty. (a) If due to damage or destruction by fire or any other casualty, not due to any fault of Airline, any of the facilities to be furnished by City outside the Demised Premises as provided in Section 5.01 hereof are rendered unusable to such an extent as to substantially impair the ability of Airline to conduct normal operations on the Demised Premises, then the rent payable hereunder by Airline for the Demised Premises shall be paid up to the date of such damage or destruction. Such rent shall thereafter abate in an amount directly proportional to the extent Airline's ability

to conduct normal operations on the Demised Premises is impaired by such damage or destruction unless and until City thereafter furnishes adequate temporary substitute facilities and expeditiously restores the facilities so damaged or destroyed; provided, however, that if City fails to repair such damage or destruction so that Airline's ability to conduct normal operations on the Demised Premises is substantially impaired for more than ninety (90) days, then Airline at its option may, by giving to City at least thirty (30) days prior notice, terminate this Lease. City shall not be liable to Airline for damages for City's failure to furnish such temporary substitute facilities or for City's failure expeditiously to restore such facilities.

(b) If due to damage or destruction by fire, act of God, or other casualty affecting the Airport, Airline's use of the Airport in its conduct of an air freight transportation business is substantially affected, then, without any prejudice to any right of termination hereunder, Airline shall have the right, upon notice to City, to the abatement of a just proportion of the rent provided herein from the time of such notice until normal operations are permitted.

(c) Should the City determine that such casualty, damage or destruction does not substantially impair the ability of the Airline to conduct normal operations requiring the City to provide substitute facilities or repair of the Demised Premises, or if the City disputes the just proportion of rent to be abated, no rent shall abate and Airline shall pay all rent due hereunder identifying that portion of rent which it disputes and pays under protest and the reasons for such protest. Copies of such protest shall be delivered to the Commissioner. Within thirty (30) days of receipt of said protested rent, City shall notify Airline of either its acceptance of the protest, in which case such protested amount shall be refunded, or its denial of such protest. If such protest is denied, the City shall retain all protested funds pending a final resolution by a court of competent jursidiction. The failure of the Commissioner to respond to Airline's protest within thirty (30) days shall be deemed an acceptance of such protest by the Commissioner.

(d) Except as otherwise expressly set forth herein, Airline shall have no right to rent abatement or set-off of any kind.

Article X.

10.01 Release of City. (a) City shall not be liable to Airline, or to Airline'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 Airline'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.

(b) City shall not be liable to Airline for damage to property of Airline or any loss of revenues to Airline resulting from City's acts or omissions in the maintenance and operation of the Airport except those caused by the active negligence of the City.

10.02 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.

10.03 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 reasonable 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, and costs of aquisition of real property as a result of claims described in subsection (i) below, in each case, arising out of the following except to the extent caused by the negligence of City or its agents, officers and employees and only to the extent City is not reimbursed out of insurance proceeds thereof:

(i) Suits alleging a taking of property or interests in property without just compensation, trespass, nuisance, or similar suits based upon the use of the Airport for the landing and taking-off of aircraft;

(ii) 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.

(iii) The condition of Airline's Demised 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

(iv) The violation by Airline of any agreement, warranty, covenant or condition of this Agreement, of any other contract, agreement or restriction relating to the Airport, or of any law, ordinance, regulation or court order affecting the Airport.

(b) City shall promptly notify Airline in writing of any claim or action brought against City in respect of which indemnity may be sought by City against Airline hereunder, setting forth the particulars of such claim or action and shall furnish Airline with a copy of all suit papers and legal process. Airline 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 the defense thereof.

Article XI.

11.01 Termination by City. City may terminate this Lease by giving Airline sixty (60) days advance notice upon or after the happening and during the continuance of any one of the following events:

(i) The filing by Airline of a voluntary petition in bankruptcy. In such event, City shall have the right to file a claim as a creditor and the rent due and to become due under the terms of this Lease shall be accelerated and become due and payable.

(ii) The institution of proceedings in bankruptcy against Airline and the final adjudication of Airline as a bankrupt pursuant to such proceedings.

(iii) The taking by a court of competent jurisdiction for a period of sixty (60) days of all or substantially all of Airline's assets pursuant to proceedings brought under the provisions of any Federal reorganization law.

(iv) The appointment of a receiver of all or substantially all of Airline's assets and Airline's failure to vacate such appointment within sixty (60) days thereafter.

(v) The assignment by Airline of its assets for the benefit of its creditors.

(vi) The Abandonment by Airline of its conduct of air transportation of cargo and freight at the Airport.

(vii) The default by Airline in the performance of any material covenant or agreement required to be performed by Airline herein and the failure of Airline to remedy such default, or to take prompt action to remedy such default, within a period of forty-five (45) days after receipt from City of notice to remedy the same.

No waiver by City of default of any of the terms, covenants or conditions hereof to be performed, kept and observed by Airline shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants and conditions.

Article XII.

12.01 Recovery Of Posession By City.

(a) If Airline Abandons the Demised Premises, or if this Lease is terminated, Airline's right to the possession of the Demised Premises shall terminate, with or without any further notice or demand whatsoever. In such event, Airline shall surrender possession of the Demised Premises immediately, and City shall have the right to enter into and upon the Demised Premises, or any part thereof, to take possession thereof, as against Airline and any other person claiming through it and to expel and remove Airline and any other person claiming through it who may be occupying the Demised Premises. City may use such force in so expelling and removing Airline and said other person as may reasonably be necessary, and such repossession shall not cause forfeiture of rent due hereunder, nor a waiver of any covenant, agreement or promise contained to be performed by Airline.

(b) The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Airline, or the giving or making of any notice of demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of any right hereby given City, or as an election not to proceed under the provisions of this Lease.

Article XIII.

13.01 Termination by Airline. (a) Airline may terminate this Lease and any or all of its obligations hereunder if (i) at such time Airline is not in default in the payment of any amount due from it to City and (ii) any one or more of the following events has occurred:

(1) The failure or refusal of the Federal Aviation Administration to approve all operations into and from the Airport of aircraft of any type operated by Airline and continuance thereof for a period of at least sixty (60) days, so long as such failure or refusal is not due to any fault of Airline;

(2) 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 its conduct of an air transportation system and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least sixty (60) days.

(3) The issuance of any order, rule or regulation or the taking of any action by the Federal Aviation Administration or other competent government authority, or occurrence of any fire or other casualty, substantially affecting, for a period of at least sixty (60) days, Airline's use of the Cargo Area in its conduct of an air transportation business; provided, however, that none of the foregoing shall be due to any fault of Airline.

(4) The default by City in the performance of any material covenant or agreement required to be performed by City herein or in any other agreement between City and Airline relating to the Airport or any part thereof, and the failure of City to remedy such default, or to take prompt action to remedy such default, within a period of sixty (60) days after receipt from Airline of notice to remedy the same.

(5) The substantial restriction of City's operation of the Airport by action of any governmental agency or department, and continuance thereof for a period of not less than sixty (60) days, provided such restriction adversely affects Airline's operations at the Airport.

No waiver by Airline of default of any of the terms, covenants or conditions hereof, or of any other agreement between City and Airline relating to the Airport or any part thereof, to be performed, kept and observed by City shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants and conditions.

Any termination by Airline pursuant to section 13.01(a)(1), (2), (3) or (5) shall not occur unless the Airline serves upon the Commissioner and Corporation Counsel notice of said termination, or intent to terminate thirty (30) days prior to such termination together with a statement of how the substantial operations of the Airline have been affected.

Article XIV.

14.01 Right of Airline to Remove Property. Airline shall be entitled during the term of this Lease, and for a reasonable time (not exceeding forty-five (45) days) after its

termination, to remove from the Demised Premises all trade fixtures, tools, machinery, equipment, materials and supplies placed thereon by it pursuant to this Lease, subject to any valid lien City may have thereon for unpaid rent or other amounts payable by Airline to City hereunder or under any other agreement between City and Airline relating to the Airport or any part thereof; provided, however, that Airline shall promptly repair all damage resulting from such removal, reasonable wear and tear excepted.

Article XV.

15.01 Non-Discrimination in the Use of the Demised Premises by Airline. This Agreement involves the construction or use of or access to space on, over or under real property acquired or improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which serves the public.

Airline, for itself, its personal representative, 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 Airline shall use the Demised Premises in compliance with all other requirements imposed by or pursuant to regulations of the United States Department of Transportation.

15.02 Non-Discrimination 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, and other similar types of price reductions.

15.03 Affirmative Action.

(a) 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, sex, or national origin, 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 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 assurance from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

(b) Airline specifically agrees that it will comply with the provisions of exhibit D relating to Disadvantaged Business Enterprises, Affirmative Action Procedures, and Equal Employment Opportunity and Residency for Construction of the Project.

Article XVI.

16.01 Definition. The following words, terms and phrases, shall, for purposes of this agreement, have the following meaning:

(1) "Abandonment" or "Abandons" means the cessation of the use of the Demised Premises by the airline of all of the uses permitted under this agreement in section 1.02, other than for reasons of strikes or Force Majeure, for a period of 60 days.

(2) "Agreement" means this Cargo Building Site Lease, as hereafter amended or supplemented from time to time in accordance with its terms.

(3) "Airline" means, at any time, the lessee of the Demised Premises referenced in section 1.01.

(4) "Air Transportation of Freight and Cargo" means the carriage by aircraft of property, cargo or mail as a common carrier for compensation or hire in commerce. Air Transportation of freight and cargo shall not mean the transportation of persons for compensation by aircraft in commerce.

(5) "Airport" means Chicago-O'Hare International Airport, together with any additions thereto, or improvements or enlargements thereof, hereinafter made, but any land, rights of way, or improvements which are now or hereafter owned by or are part of the transportation system operated by the Chicago Transit Authority, or any successor thereto, wherever located within the boundaries of the Airport, shall not be deemed to be part of the Airport.

(6) "Airport Use Agreement" means the Amended and Restated 1983 Airport Use Agreement and Terminal Facilities Lease.

(7) "City" means the City of Chicago, a municipal corporation, a home rule unit existing under the laws of the State of Illinois.

(8) "Demised Premises" means, at any time, those areas and facilities which are leased to such Airline for its exclusive occupancy and use as defined in Section 1.01.

(9) "Federal Aviation Administration" (sometimes abbreviated as "F.A.A.") means the Federal Aviation Administration created under the Federal Aviation Action of 1958, as amended, or any successor agency thereto.

(10) "Fiscal Year" means January 1 through December 31 of any year or such other fiscal year as City may adopt for the Airport.

(11) "Force Majeure" means an earthquake, flood, act of God, riot, civil commotion or other occurrence or condition of like nature of any regulation or order of any public or military authority stemming from the existence of economic controls, riot, hostilities or war.

(12) "Improvements" means the building structure, aircraft parking apron, and vehicular parking and loading areas as described in Exhibit B attached hereto and herein incorporated by reference.

(13) "Operation and Maintenance Expenses" (sometimes abbreviated as "O & M Expenses" means for the Cargo Area, for any Fiscal Year, the costs incurred by the City in operating and maintaining the common areas of the Cargo Area during such Fiscal Year, either directly or indirectly by allocation to the Cargo Area by City in accordance with the practices and procedures of City historically used under the 1959 Airport Use Agreement and remaining in effect under the 1983 Airport Use Agreement, as amended, including without limitation:

(a) the following costs and expenses incurred by City for employees of City employed with respect to the Cargo Area at the Airport, or doing work involving the Cargo Area at Airport: direct salaries and wages (including overtime pay), together with payments or costs incurred for associated payroll expense, such as union contributions, cash payments to pension funds, retirement funds or unemployment compensation funds, life, health, accident and unemployment insurance premiums, deposits for self-insurance, vacations and holiday pay, and other fringe benefits;

(b) costs of materials, suppliers, machinery and equipment and other similar expenses which, under generally accepted accounting principles, are not capitalized;

(c) costs of maintenance, landscaping, decorating, repairs, renewals and alterations not reimbursed by insurance, and which, under generally accepted accounting principles, are not capitalized;

(d) costs of water, electricity, natural gas, telephone service and all other utilities and services whether furnished by City or purchased by City and furnished by independent contractors at or for the Cargo Area;

(e) costs of rentals of equipment or other personal property;

(f) costs of premiums for insurance, including property damage, public liability, burglary, bonds of employees, workers' compensation, disability, automobile, and all other insurance covering the common areas of the Cargo Area or its operations;

(g) costs incurred in collecting and attempting to collect any sums due City in connection with the operation of the Cargo Area;

(h) costs of advertising at or for the Cargo Area;

(i) except to the extent capitalized, compensation paid or credited to persons or firms appointed or engaged, from time to time, by City to render advice and perform architectural, engineering, construction management, financial, legal, accounting, testing or other professional services in connection with the operation, expansion, alteration, reconstruction, betterment or other improvement of the common areas of the Cargo Area or any of its structures or facilities;

(j) all other direct and indirect expenses, whether similar or dissimilar, which arise out of City's operation of the Cargo Area, and which, under generally accepted accounting principles, are properly chargeable as expenses to the common area of the Cargo Area, including any taxes payable by City which may be lawfully imposed upon the Airport by entities other than City.

(14) "Runways" means, at any time, runways at the Airport for the landing and taking-off of aircraft.

(15) "Supervising Consultant" means a consultant selected by the City with expertise in the planning and construction of airports and facilities thereof.

(16) "Taxiways" means, at any time taxiways and taxilanes at the Airport for the ground movement of aircraft to, from and between the runways, the Demised Premises, and other portions of the Airport.

16.02 Incorporation of Exhibits. The following exhibits attached hereto is made a part of this Agreement:

Exhibit A--The Demised Premises

Exhibit B--Description of Improvements

Exhibit C--Procedures for Design and Construction of Improvements

Exhibit D--Equal Employment and Affirmative Action

Exhibit E--Cargo Area Layout Plan

Article XVII.

17.01 Notices. All notices to City provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Chicago, Illinois 60602, or to such other address as City may designate from time to time by notice to Airline or as required by this agreement, and shall be deemed given when so mailed. All notices to Airline provided for herein shall be in writing and may be sent registered mail, postage prepaid, addressed to Airline, Northwest Airlines, Inc., Minneapolis-St. Paul Int'l. Airport, St. Paul, MN 55111, Attention: R. James Thorne, V.P. Properties 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.

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

17.03 Remedies Cumulative. The rights and remedies granted in this Lease are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

17.04 Headings. The Section headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Lease.

17.05 Successors and Assigns. All of the covenants, stipulations and agreements herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

17.06 Construction and Consent to Jurisdiction. This Lease shall be deemed to have been made in, and shall be construed in accordance with laws of the State of Illinois.

17.07 Late Payments. Any payment required to be made by Airline under this Lease which is not paid within five (5) days of its due date shall bear interest at the rate of four (4) points above the highest "prime" lending rate of interest announced from time to time by the four largest commercial banks in Chicago, determined on the basis of total assets.

17.08 Counterparts. This Lease may be executed in counterparts, each of which shall be an origninal, and collectively shall be one instrument.

17.09 Amendments. This Lease constitutes the entire agreement of the parties with respect to the subject matter contained herein, and may not be modified or amended except in writing signed by both parties.

In Witness Whereof, the City of Chicago has caused the Lease to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City of Chicago, and its seal to be hereunto affixed and attested by the City Clerk of the City of Chicago, and Northwest Airlines, Inc. has caused this Lease to be executed on its behalf by its Vice President and its corporate seal to be hereunto affixed and attested by its Corporate 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.]

Exhibit B.

Description Of Improvements.

The Demised Premises will be improved as follows:

1. The construction of an air freight building to facilitate the transportation of air freight.

2. The construction of 280,000 square feet of aircraft ramp to accommodate the parking and taxing of aircraft.

3. The construction of 145,000 square feet of vehicle parking and drive pavement to accommodate customers and employees.

4. The development of 102,000 square feet of office, warehouse and maintenance space for business purposes.

Site landscaping, fencing and utilities will also be included.

Exhibit C.

Procedures For Design And Construction Of Improvements.

Paragraph 1. Responsibility for Design and Construction. Airline shall undertake the design and construction of the Improvements. Airline will negotiate and award, design and construction contracts and supervise the design, construction and installation of the Improvements throughout until their completion. In order to expedite construction of the Improvements, contracts associated with the design, construction and installation of the Improvements may be negotiated rather than competitively bid. Subject to the provisions of Paragraph 2 hereof, Airline may commence the acquisition, construction and installation of the Improvements at any time after the execution and delivery of this Lease and agrees that it will commence the acquisition, construction and installation of the Improvements as promptly as practicable, and that it will complete the acquisition, construction and installation of the Improvements with all reasonable dispatch.

Paragraph 2. Coordination with City. The design and construction of the Improvements will be in accordance with O'Hare design procedures and standards and reasonable construction standards established or approved by City. Such procedures and standards will not impose on Airline stricter or more rigid procedures or standards than are applied to other airlines at the Airport. Such procedures and standards will be established in a timely manner.

(a) Project Planning and Design Phase--Airline will submit, or cause to be submitted, to City's Commissioner of Aviation and Commissioner of Public Works (the "Commissioners") proposed plans and specifications for the Improvements for review and comment by City. Such plans and specifications and all amendments thereto shall be subject to the approval of the Commissioners, which approval shall not beunreasonably withheld. The Commissioners will approve, conditionally approve or disapprove submissions of any such plans and specifications within ten (10) days or as mutually agreed to following receipt thereof. Any conditional approval or disapproval shall be accompanied by the fast track construction procedures, Airline will complete each contract package to a reasonable level of detail (including alternate designs selected by Airline for major elements) that will allow City appropriate review upon which to base the approval. Airline shall not proceed with construction until all necessary approvals have been obtained.

(b) City Construction Coordinator and Staff--The Commissioners shall designate a supervising consultant (the "Supervising Consultant") which shall act on behalf of the City with respect to all matters related to the design and construction of the Improvements and the coordination of construction of the Improvements with the operation of the Airport. Airline will provide reasonable administrative space for the Supervising Consultant contiguous to the Demised Premises as mutually agreed to by the Airline and the City. The Supervising Consultant shall provide such personnel as shall be necessary from time to time. All of City's communications to Airline with respect to the design and construction of the Improvements shall be made by or through the Supervising Consultant or the Commissioners. The cost of the Supervising Consultant shall be paid initially by City and reimbursed by Airline. City agrees to use its best efforts to keep the cost of such personnel as low as reasonably practicable, and in no event shall the aggregate amount of reimbursement to City hereunder exceed 1.5 per cent (1.5%) of the Improvements. City shall provide for Airline's review in November or December of each year during the period of construction, a definitive statement of Supervising Consultant Services and required manpower and dollar budgets by month, with regard to the Improvements for the following calendar year. City shall provide Airline a detailed review and analysis of actual expenditures against budgets, including reallocation of budgets if required, with regard to the Improvements on a semi-annual basis. More frequent budget reviews will be provided at Airline's request. City shall provide Airline monthly invoices that describe time charges of Supervising Consultant staff assigned to the Improvements. Airline may, within ten (10) days of such provision, request a meeting with City to review and discuss such invoices. City shall hold such meeting or provide Airline with a reasonable opportunity for such a meeting, and recommendations regarding such invoices. Airline further may request City to review and audit Supervising Consultant invoices related to the Improvements at any time. Airline shall, upon request, receive copies of all such audits performed by City and may interview any personnel who performed such audits.

(c) Airline to Provide Information--Prior to the start of design of the Improvements and thereafter as may be necessary to provide the Commissioners with current and complete information as to the construction of the Improvements, Airline shall submit to the Commissioner through the Supervising Consultant (i) initial and updated construction schedules (which shall be reviewed by the Supervising Consultant for their impact and relation to other construction projects at the Airport) indicating the proposed and/or actual sequence of all construction contracts and subcontracts and the estimated date of completion of the work under each such contract, (ii) initial and updated site utilization plans, including contract limit lines, storage and office areas and proposed temporary alterations or detours intended to maintain public access and supports ervices, to, from, through or past operating facilities at the Airport, and (iii) Airline's initial and updated estimates of the aggregate cost of the Improvements.

(d) Construction Phase--City shall have the right to monitor the construction of the Improvements to assure that the facilities which comprise the Improvements are constructed and installed and conformity with the plans, specifications and standards

therefor. In order to assist City in monitoring the construction of the Improvements the general contractor shall submit, or cause to be submitted, to the Supervising Consultant, for information and record purposes, copies of all (i) field test reports, (ii) equipment purchase orders reflecting a cost in excess of $100,000, (iii) material certificates, (iv) approved shop drawings, (v) requests for payment to contractors or subcontractors, (vi) progress reports, (vii) notification of substantial completion of the Improvements and final acceptance thereof, (viii) maintenance and operations manuals in connection with building systems, (ix) as-built drawings, and (x) any other documents related to the Improvements which may be reasonably requested by City. No change order which materially changes the scope of the work shall be effected by Airline without the approval of the Supervising Consultant as to compliance with the plans and specifications, which approval shall not be unreasonably withheld. The Supervising Consultant will approve, conditionally approve or disapprove submissions of change orders within (10) business days following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation as to the reason therefor.

In the event the Supervising Consultant determines that the construction of the Improvements is at material variance from the plans, specifications and standards therefor, Airline shall use its best efforts to expeditiously resolve such variance through immediate consultation with representatives of Airline's architect and the general contractor.

If such consultation fails to achieve a result satisfactory to the Supervising Consultant, by written notice to Airline, the Supervising Consultant may, until it has been determined under the applicable contract that the work has been performed without material variance from the plans and specifications for such contract, (a) suggest to Airline that it withhold payments from any contractor or subcontractor which has performed, in the judgment of the Supervising Consultant, work which is at material variance from the plans and specifications, or (b) suggest to Airline that it stop work on any portion of the Improvements directly affected by such variance from the plans, specifications and standards. If Airline's response is, in the opinion of the Commissioners, not acceptable to City, the Commissioners may direct Airline to stop work on any portion of the Improvements that are in variance with the plans, specifications and standards.

Any work or material which is at material variance from the plans and specifications therefor shall be corrected or replaced by Airline, provided that City informs Airline of such variance within ten (10) business days following the performance of such work unless such variance could not have been discovered with due diligence in which case City shall inform Airline of such variance as soon as reasonably practicable. If such work or material is not corrected or replaced by Airline within thirty (30) days following notice from City to Airline, City may cause such work to be corrected or such material to be replaced, with its own forces or otherwise, at the expense of Airline, provided that in the event such work cannot be corrected or such material cannot be replaced within said thirty (30) day period, Airline shall be afforded such additional reasonable time as may be necessary to correct such work or replace such material.

Paragraph 3. Access to Project Site. Airline, and its architects, engineers and contractors, shall have full and complete access to the Demised Premises and other areas of the Improvements, provided that such access shall not unreasonably interfere with the operation of the Airport. The Supervising Consultant shall have authority to arrange and shall arrange such access. It is Airline's responsibility to coordinate its design and construction with all other development projects at the Airport. Airline is solely responsible for any cost it or its contractors incur due to such coordination.

Exhibit D.

Equal Employment And Affirmative Action.

Paragraph 1. Minority and Women Business Enterprise.

Airline shall provide for the participation of Minority and Women Business Enterprises to the maximum extent possible in the design and construction of the improvements. To this end, Airline shall establish a policy for the utilization of Minority and Women Business Enterprises, a liaison with the Department of Aviation and Department of Purchasing for Minority and Women Business Enterprises, a goal for the award of design and construction contracts, and a reporting procedure.

Paragraph 2. Policy.

The following statement represents Airline's policy regarding Equal Opportunity and a Minority and Women Business Enterprise program:

> Airline is committed to providing fair and representative opportunities for minorities and Minority and Women Business Enterprises in its corporate construction project. Neither Airline, nor its contractors, shall discriminate on the basis of race, color, religion, sex or national origin in the award and performance of contracts to be utilized for any of Airline's corporate construction project. Furthermore, affirmative action will be taken, consistent with sound procurement policies and applicable law, to ensure that Minority and Women Business Enterprises are afforded a fair and representative opportunity to participate in Airline's construction project contracts.

This policy shall be stated in all contracts executed for construction of the Improvements, circulated to all employees of Airline in effected departments, and made known to minority and women entrepreneurs.

Paragraph 3. Liaison.

To ensure compliance and the successful management of Airline's Minority and Women Business Enterprise program, Airline shall establish a Minority and Women Business Enterprise Liaison with City's Designated Minority and Women Business Enterprise Liaison Counsel with the U.S. Department of Transportation and with the City Department of Purchasing for the Improvements. Further, all personnel of Airline and

responsibilities in the supervision of contracts for Improvements are to see that actions are performed consistent with the affirmative action goals of this exhibit.

Paragraph 4. Goals.

The goals to be met by the Airline in the design and construction of the Improvements shall be the fullest utilization of Minority Business Enterprises (M.B.E.) and Women Business Enterprises (W.B.E.) subject to the availability of M.B.E. and W.B.E. capable of performing the design and construction of the improvements. These goals shall be administered in a manner to assure the City and Airline that, (1) the Improvements shall be completed at a reasonable and acceptable cost to Airline, (2) the Improvements shall be completed on a reasonable and acceptable timetable to Airline and City and, (3) the construction quality for the Improvements shall be reasonable and acceptable to Airline and City.

The goals of the Airline for participation by Minority and Women Business Enterprises (M.B.E. and W.B.E.) in the design and construction of the project shall be to achieve a minimum M.B.E. and W.B.E. participation not less than fifty-one percent (51%) of the total contracted expenditures for the Improvements. Airline shall make all reasonable efforts for M.B.E. and W.B.E. participation in the design of the Improvements subject to the goals set forth above.

Should Airline determine that no M.B.E. and W.B.E. is capable or available to perform work on the Improvements, it shall notify the Commissioner of Aviation specifying the type of work required and the reasons an M.B.E. and W.B.E. is not available to perform such work. The Commissioner shall forward the Airline's statement to the Department of Purchasing who shall determine if M.B.E. and W.B.E. are available to perform the work needed. If the Department of Purchasing determines that certified M.B.E. and W.B.E. are available to perform such work, it shall notify the Airline of such availability and Airline will be required to utilize such M.B.E. and W.B.E. to the extent the goals set forth above can be met. If the Department of Purchasing determines that no M.B.E. and W.B.E. is available to perform such work or if no response is made by the Department within 45 days of such notification, it shall be deemed a waiver of this requirement.

Paragraph 5. Eligibility.

Only those persons, firms, partnerships, corporations or other legal entities certified by the City of Chicago as a certified M.B.E. and W.B.E. shall be eligible for purposes of meeting the goals established by Paragraph 4 hereof.

Paragraph 6. Reporting.

At quarterly intervals beginning September 15, 1986, Airline shall submit to City a Minority and Women Business Enterprise progress report, on forms or on a format established by the City, that includes the following items:

(i) the total amount of prime and subcontract awards during the quarter, and for any contract awards to Minority and Women Business Enterprises resulting

therefrom, the name of the Minority and Women Business Enterprise and the amount of the contract with the Minority and Women Business Enterprise;

(ii) the cumulative value of all prime and subcontract awards to date, and the total accumulation of all awards to Minority and Women Business Enterprise;

(iii) a projection of the total amount of prime and subcontracts to be awarded and of Minority and Women Business Enterprise contracts to be awarded during the next quarter;

(iv) all Minority and Women Business Enterprise subcontracts that have been completed and for which final payment has been made during the quarter; and

(v) an evaluation of the overall progress to date towards the Improvement's Minority and Women Business Enterprise goals.

Paragraph 7. Contracting Authority of Airline. Nothing contained in this Exhibit D shall be deemed to amend or supersede the authority and responsibility of Airline with respect to the contracting process for the Improvements as set forth in Exhibit C.

Map printed on page 1036 of this Journal.]

COMMITTEE ON BEAUTIFICATION AND RECREATION.

ISSUANCE OF PERMITS FOR ART FAIRS, CARNIVALS, SIDEWALK SALES AND MISCELLANEOUS CLOSINGS.

The Committee on Beautification and Recreation submitted the following report:

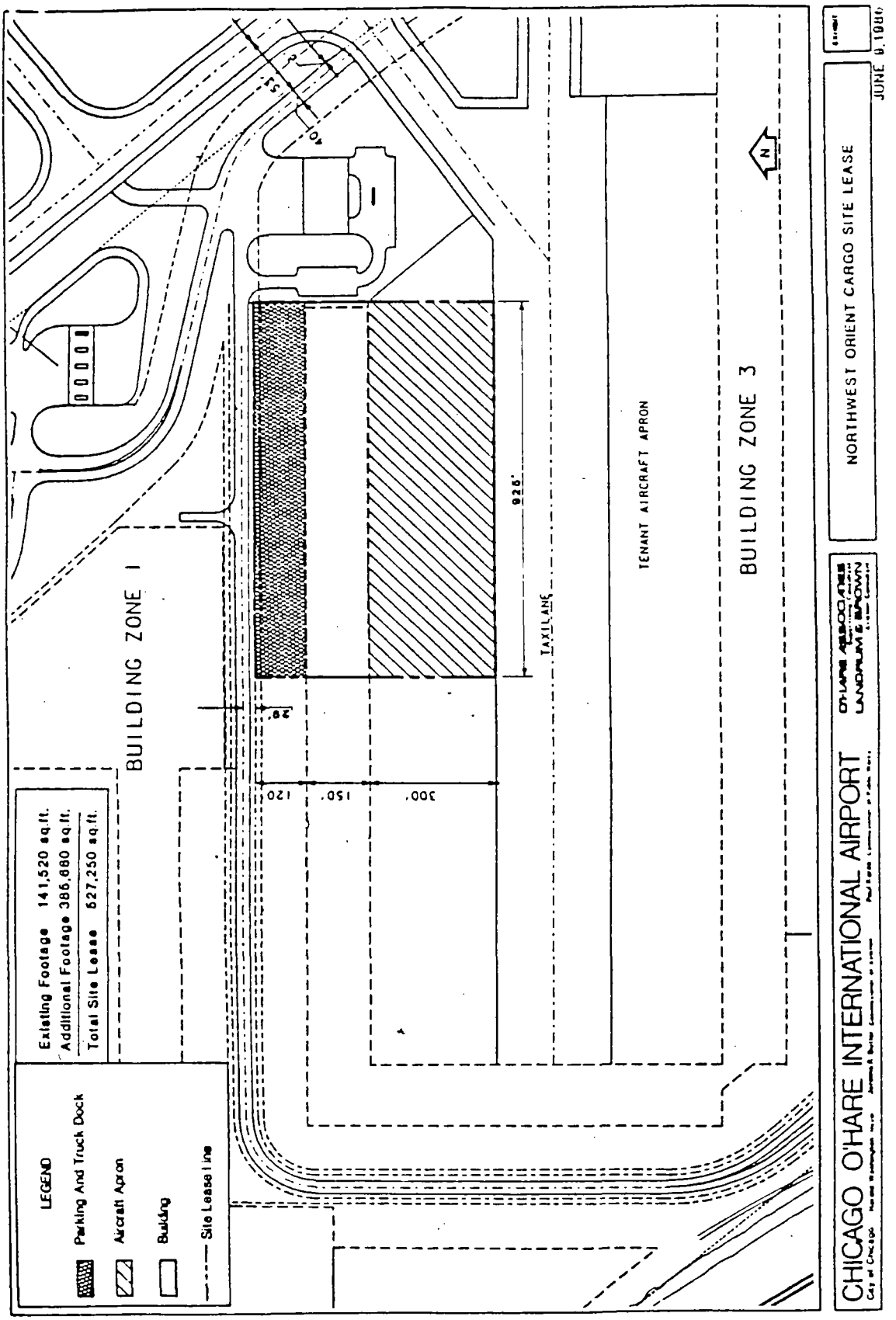
CHICAGO, June 5, 1987.

To the President and Members of the City Council:

Your Committee on Beautification and Recreation, having had under consideration orders which were referred to said committee authorizing and directing the Commissioner of Public Works to grant permission for the conduct of street carnivals, street fairs, sidewalk sales and street closings for specific purposes, begs leave to recommend that Your Honorable Body *Pass* said orders, which are transmitted herewith.

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

(Continued on page 1037)


CHICAGO O'HARE INTERNATIONAL AIRPORT
NORTHWEST ORIENT CARGO SITE LEASE
JUNE 9, 1987
LEGEND
Parking And Truck Dock
Aircraft Apron
Building
Site Lease Line
Existing Footage 141,520 sq.ft.
Additional Footage 386,880 sq.ft.
Total Site Lease 527,250 sq.ft.
BUILDING ZONE 1
BUILDING ZONE 3
TENANT AIRCRAFT APRON
TAXILANE
926'
300'
150'
120'
28'
75'
40'
N

(Contined from page 1035)

Respectfully submitted,
(Signed) EUGENE C. SCHULTER,
Chairman.

On motion of Alderman Schulter, each of the said proposed orders transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

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

CARNIVALS.

Chicago Valentine Boys And Girls Club.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue the necessary permits to the Chicago Valentine Boys and Girls Club for their annual carnival, to be held on South Emerald Avenue from West 34th Street to West 35th Street and on West 34th Street from South Halsted Street to South Emerald Avenue, from June 1 through June 8, 1987.

Queen Of Angels Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Queen of Angels Church, 2330 West Sunnyside Avenue, Reverend Philip Dressler--561-5118, a regularly organized charitable or religious organization, for the conduct of a carnival on church property and on West Sunnyside Avenue from North Western Avenue west to the alley, for July 13, 1987 and ending July 20, 1987, inclusive, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

Saint Matthias Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to St. Matthias Church, 2310 West Ainslie Street, a regularly organized charitable or religious organization, for the conduct of a carnival on church property and on North Claremont Avenue from West Ainslie Street north to parish parking lot for the period beginning June 9, 1987 and ending June 14, 1987, inclusive, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

Uptown Hull House.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue permits to the Uptown Hull House, 4520 North Beacon Street, Marlene Zaccaro--561-3500, to conduct a Carnival--Festival Of The Arts, on North Beacon Street from West Sunnyside Avenue to West Wilson Avenue on June 6, 1987, from 10:00 A.M. to 6:00 P.M.

Jan Wachter.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Jan Wachter, 1863 North Fremont Street, for the conduct of a carnival or street fair on North Seminary Avenue between West Armitage Avenue and North Maud Avenue, for the period of June 27, 1987, 9:00 A.M. to 8:00 P.M., inclusive, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

Howell Herman.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Howell Herman, 1653 North Halsted Street, for the conduct of a carnival or street fair on West Dickens Avenue between North Lincoln and North Larrabee Avenues; and North Mohawk Street between West Dickens and West Armitage Avenues, for the period beginning Saturday, June 20, 1987, 8:00 A.M. to 11:00 P.M., and ending Sunday, June 21, 1987, 8:00 A.M. to 9:00 P.M., inclusive, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

Albany Park Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to David C. Seglin, Executive Director, Albany Park Chamber of Commerce, 4745 North Kedzie Avenue, for the conduct of a carnival or street fair on North Kedzie Avenue from the first alley north of West Lawrence Avenue to West Ainslie Street, for the period beginning 8:00 A.M. on August 13, 1987 and ending 12:00 midnite on August 16, 1987, inclusive, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

St. Bartholomew Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to St. Bartholomew Church, 4949 West Patterson Avenue, a regularly organized charitable or religious organization, for the conduct of a carnival or street fair on church property and on North Lavergne Avenue from West Patterson to West Addison Street and in the east-west alley at the rear of school between North Lamon and North Lavergne Avenues, for the period beginning June 7, 1987 and ending the morning of June 15th, inclusive, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

St. Ferdinand Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to St. Ferdinand Church, 5900 West Barry Avenue, 622-5900, a regularly organized charitable or religious organization, for the conduct of a carnival or street fair on North Marmora Avenue from West Barry Avenue to West Belmont Avenue, for the period beginning July 8, 1987 and ending July 12, 1987, inclusive, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

St. John Berchman Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue permits to St. John Berchman Church, 2517 West Logan Boulevard, Reverend James A. Heneghan, 486-4300, to conduct a carnival from June 1 through June 9, 1987, on the following streets: side drive of the 2500 block of West Logan Boulevard; West Logan Boulevard from North Campbell Avenue to North Rockwell Street, including parkway (south side) of the 2500 block of West Logan Boulevard.

St. Hedwig Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to St. Hedwig Church, 226 North Hoyne Avenue, Reverend Norbert Raszeja, HU 6-1660, a regularly organized charitable or religious organization, for the conduct of a carnival or street fair on church property and on West Webster Avenue from North Hoyne Avenue to North Hamilton Avenue, for the period beginning May 28, 1987 and ending May 31, 1987, inclusive, in accordance with the City's carnival ordinance, Sections 34- 49.1 to 34-49.5, inclusive: and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnival ordinance.

St. Stanislaus B. & M. Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue permits to St. Stanislaus B. & M. Church, 5352 West Belden Avenue, to conduct a carnival on North Long Avenue from West Fullerton Avenue to West Belden Avenue; on West Belden Avenue from North Long Avenue to North Lockwood Avenue; and on North Lorel Avenue from West Belden Avenue to the first alley south of West Fullerton Avenue from July 23 through August 2, 1987.

Taste Of Austin And Westside Health Planning Organization.

Ordered, That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to Taste of Austin and Westside Health Planning Organization, a regularly organized, charitable or religious organization, for the period beginning August 19th through August 23rd, exclusive for the conduct of a carnival or street fair on Jackson Boulevard from Central Avenue to Menard Avenue in accordance with the City's carnival ordinance, Sections 34-49 to 34- 49.5 inclusive; and upon issuance of said permit, the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnival ordinance.

Radio Christ Hispanic Evangelist, Incorporated And Newspaper Verdad.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Reverend Herber B. Colon, Radio Christ Hispanic Evangelist, Incorporated and Newspaper Verdad, 2529 West Division Street, a regularly organized charitable or religious organization, for the conduct of a carnival on West 18th Street

between South Damen Avenue and South Wood Street, for the period beginning May 27, 1987 and ending May 31, 1987, inclusive, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

Sacred Heart Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Sacred Heart Church, 4600 South Honore Street, Reverend Richard Klajbor, 523-1040, a regularly organized charitable or religious organization, for the conduct of a carnival on West 46th Street from South Honore Street to South Winchester Avenue; South Wolcott Avenue from West 46th Street to the alley north of West 47th Street, for the period beginning June 3, 1987 and ending June 7, 1987, inclusive, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

St. Francis De Sales Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Reverend James P. Keating, Pastor, St. Francis De Sales Church, 10201 South Ewing Avenue, to close to traffic South Avenue J between 10201 and 10227, for the period of July 14 through July 20, 1987, during the hours of 5:00 P.M. and 12 o'clock midnite,for pedestrian safety in conjunction with a carnival to be conducted on Church property.

St. Columba Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue necessary permits to St. Columba Church, 3340 East 134th Street, (Reverend Henry Olejniczak, 646-0751), to conduct a carnival from May 27 through May 31, 1987, on church property, and on South Greenbay Avenue from the first alley south of East 134th Street.

Illinois Vietnam Veterans Coalition.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue necessary permits to McDermott or Mac Amusement Company to conduct a carnival for the Illinois Vietnam Veterans Coalition (Bob Driskill-- 339-9400) on North Elizabeth Street from West Grand Avenue to West Race Avenue, from April 23 through May 4, 1987.

SIDEWALK SALES.

Chicago Symphony Orchestra.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Chicago Symphony Orchestra, 220 South Michigan Avenue, for the conduct of a sidewalk sale in front of the Orchestra Hall located at the above address, for the period of June 28-29, 1987, during the hours of 10:00 A.M. and 6:00 P.M. each day.

F. W. Woolworth's Store.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue permits to F. W. Woolworth's Store (Carl Mister--221-0433), to conduct a sidewalk sale on East 79th Street between South Kingston Avenue and South Colfax Avenue from 9:30 A.M. to 5:00 P.M., on the following dates:

Friday, May 22, 1987,
Saturday, May 23, 1987,

Friday, May 29, 1987 and
Saturday, May 30, 1987.

East Side Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the East Side Chamber of Commerce, 3658 East 106th Street, for the conduct of a sidewalk sale on South Ewing Avenue (both sides) between East 104th and East 108th Streets; East 106th Street (both sides) between South Avenue L and South Avenue H; and at the East Side Plaza--East 118th Street, on Wednesday, July 8, 1987, from 9:00 A.M. to 9:00 P.M.; and also close to traffic South Ewing Avenue between East 105th and East 106th Streets from 8:30 A.M. to 9:00 P.M. for an art fair and entertainment purposes on said date.

Spiegel Outlet.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue permits to Spiegel Outlet--1105 West 35th Street, Mr. Palazzolo--890-9690, to conduct a sidewalk sale on West 35th Street from South Aberdeen Street to South Racine Avenue--on June 12, 13 and 14, 1987 from 9:00 A.M. to 6:00 P.M.

Ms. Ethelene Simon.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the issuance of permits to Ethelene Simon, South Peoria Street (874-1442), to conduct a sidewalk sale in the 8400 block of Peoria from 8400 to 8452 on June 6, 1987; 8:00 A.M. to 5:00 P.M.

Transport Salvage Sale, Incorporated.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Jim Wenzel/Transport Salvage Sale, Incorporated, for the conduct of a sidewalk sale in front of 6830--6840 South Cottage Grove Avenue, for the periods of May 22-23-29-30 and June 5 and 6, 1987, during the hours of 8:00 A.M. and 5:00 P.M. each day.

Mr. Jim Wenzeh.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue permits to Jim Wenzeh, 6830--6840 South Cottage Grove Avenue (288-1300), to conduct a sidewalk sale in front of his business at the above address on May 1 and 2, 1987, from 8:00 A.M. to 5:00 P.M.

Transport Salvage Sale, Incorporated.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue permits to Transport Salvage Sale, Incorporated, (Jim Wenzel), 6830--6840 South Cottage Grove Avenue (288-1300) to conduct a sidewalk sale in front of his business at 6830--6840 South Cottage Grove Avenue on May 15 and 16, 1987, from 8:00 A.M. to 5:00 P.M.

Mr. Jim Wenzel.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue permits for a sidewalk sale in front of 6830--6840 South Cottage Grove Avenue on May 8 and 9, 1987, from 8:00 A.M. to 5:00 P.M., to Jim Wenzel, 6830 South Cottage Grove Avenue (288-1300).

Little Village Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Little Village Chamber of Commerce, 3610 West 26th Street, for the conduct of a sidewalk sale on West 26th Street (both sides) between South Sacramento Avenue and South Kostner Avenue, for the period of June 4 through June 7, 1987, from 9:00 A.M. to 8:00 P.M. (with the exception of June 7th from 9:00 A.M. to 5:00 P.M.).

Levelore Blind Company.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Henry Block/Levelore Blind Company, 555 North Franklin Street, for the conduct of a truck sale along the east curb in front of 555 (corner of Ohio and Franklin Streets) for the period of May 21 through May 24, 1987, during the hours of 9:00 A.M. and 6:30 P.M.

Morrie Mages Sports.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Morrie Mages Sports for the conduct of a sidewalk sale in front of 620 North LaSalle Street, for the period of May 21 through May 25, 1987, during the hours of 9:00 A.M. and 9:00 P.M. each day.

Milwaukee-Diversey Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Milwaukee-Diversey Chamber of Commerce, 2958 North Milwaukee Avenue, for the conduct of summer fest days and sidewalk sale on North Milwaukee Avenue (both sides) between West Logan Boulevard and North Pulaski Road, and on West Diversey Avenue (both sides) in the 3300 and 3400 blocks, for the period of July 9--10, 1987, from 9:00 A.M. to 9:00 P.M., and also for the period of July 11--12, 1987, from 9:00 A.M. to 6:00 P.M.

Jules 5¢ To $1.00 Store And Boston Department Store.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue permits to Jules 5¢ to 1.00 Store and Boston Department Store, Mel Ashman--384-2350 or Arthur Gartzman--342-7149--to conduct a sidewalk sale in front of 2010--2018 and 2062--2064 North Milwaukee Avenue on May 15, 16, 17, 29, 30, 31, June 5, 6, 7, 18, 19, 20, 26, 27 and 28, 1987 from 9:00 A.M. to 6:00 P.M.

Belmont--Central Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue permits to the Belmont--Central Chamber of Commerce, Incorporated, 5825 West Belmont Avenue--Geri Binkowski--622-2581--to conduct a sidewalk sale on West Belmont Avenue from North Austin Avenue to North Long Avenue and on North Central Avenue from West Henderson Street to West Wellington Avenue from July 16 through July 19, 1987, from 9:00 A.M. to 9:00 P.M.

Albany Park Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue permits to the Albany Park Chamber of Commerce, 4745 North Kedzie Avenue (David C. Seglin--478-0202), to conduct a sidewalk sale on West Lawrence Avenue from North Troy Street to North Pulaski Road; on North Kedzie Avenue from West Wilson Avenue to West Ainslie Street on April 30, May 1, 2, and 3, 1987 (Rain Date: May 4 and 5, 1987), from 10:00 A.M. to 7:00 P.M.

Diversey Avenue Merchants.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Ted Mann/Diversey Avenue Merchants, 652 West Diversey Avenue, for the conduct of a sidewalk sale on both sides of West Diversey Avenue in the 500, 600 and 700 blocks, for the period of June 25 thru June 28, 1987, from 9:00 A.M. to 9:00 P.M. each day.

Mr. Phil Blumenfield.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Phil Blumenfield for the conduct of Vertel's sidewalk sale in front on 1816--1818 North Wells Street, for the period of June 13--14, 1987, during the hours of 10:00 A.M. and 6:00 P.M. each day.

Great Ace Hardware.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Great Ace Hardware, c/o Steve DeKlerk and or Steve Sherman, for the conduct of a truckload sale along the west curb in front of 2818 North Broadway, for the period of May 8, 1987 from noon to 9:00 P.M., May 9, 1987 from 9:00 A.M. to 8:00 P.M. and May 10, 1987 from 10:00 A.M. to 8:00 P.M.

Jefferson Park Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue permits to the Jefferson Park Chamber of Commerce, 4651 North Milwaukee Avenue, Florence Cirzan/545-5635 or Bette Nadig/286-6100, to conduct a sidewalk sale on July 30 and July 31, 1987, from 9:00 A.M. to 6:00 P.M., on the following streets: North Milwaukee Avenue from 4630 to 4955, West Lawrence Avenue from 5216 to 5401, West Higgins Avenue from 5403 to 5417 and West Ainslie Street from 5310 to 5334 and to conduct an Arts and Craft Fair on the same streets as listed above on June 19 and 20, 1987, from 9:00 A.M. to 5:00 P.M.

Uptown Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue permits to the Uptown Chamber of Commerce, 4743 North Broadway, Jane Moystyn--878-1184, to conduct an Annual Chamber Sale on North Broadway from West Sunnyside Avenue to West Leland Avenue, on July 17, 18 and 19, 1987 from 10:00 A.M. to 8:00 P.M., and on October 9, 10 and 11, 1987 from 10:00 A.M. to 6:00 P.M.

F. W. Woolworth.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Mr. Brahm, Manager, F. W. Woolworth, 2405 West Devon Avenue, for the conduct of a sidewalk sale on North Western Avenue from West Devon Avenue to the first alley south thereof (alongside 2405 West Devon Avenue) for the period of May 7 through May 26, 1987, from 9:00 A.M. to 9:00 P.M. each day.

STREET FAIRS.

Wrightwood Neighbors Conservation Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Jan Chirchirillo, 1121 West Schubert Avenue, 348- 0239, (representing Wrightwood Neighbors Conservation Association), a regularly organized charitable or religious organization, for the conduct of a carnival or street fair on North Lincoln Avenue from West Fullerton Avenue to West Wrightwood Avenue; West Altgeld Street from North Lincoln Avenue to North Sheffield Avenue; and West Montana Street from North Lincoln Avenue to North Sheffield Avenue for the period beginning July 25, 1987 and ending July 26, 1987, inclusive, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Public Works

shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

St. Michael Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to St. Michael Church, 1633 North Cleveland Avenue, Terry Touhy or Marcella Ramsey, a regularly organized charitable or religious organization, for the conduct of a carnival or street fair on North Cleveland Avenue from Meyers Court to West Eugenie Street and on Meyers Court east to North Cleveland Avenue, for the period beginning June 13, 1987 and ending June 14, 1987, inclusive, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

Albany Park Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue permits to the Albany Park Chamber of Commerce, 4745 North Kedzie Avenue, David C. Seglin, 478-0202, to conduct a summer festival on West Lawrence Avenue from North Troy Street to North Pulaski Road and on North Kedzie Avenue from West Wilson Avenue to West Ainslie Street on August 13, 14, 15 and 16 (Rain Date: August 17 and 18, 1987) from 9:00 A.M. to 8:00 P.M.

Ukrainian Neighborhood Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue permits to the Ukrainian Neighborhood Association, 1001 North Winchester Avenue, Jeane J. Jell, 342-1634, to conduct the 3rd Annual Art and Fun Fair in the 100 block of North Winchester Avenue on Sunday, June 28, 1987, from 10:00 A.M. to 6:00 P.M.

Mr. Edward Jarmuszka.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Edward Jarmuszka, 11034 South Green Bay Avenue, for the conduct of a Hegewisch Fest on South Baltimore and South Brandon Avenues between East 132nd and East 134th Streets; and on East 133rd Street between South Brandon and South Houston Avenues, for the period of August 1 and 2, 1987, from 11:00 A.M. to midnight each day.

Mr. Homer B. Alvarado, Administrator, M.E.D.A.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Homer B. Alvarado, Administrator, M.E.D.A., 1327 West Washington Boulevard, for the conduct of a Mexican Fiesta on South Columbus Drive between East Monroe Street (south curb) and East Jackson Boulevard (north curb); on the sidewalks of South Columbus Drive (east side) from East Monroe Street to East Jackson Boulevard; East Monroe Street (south side) from South Columbus Drive to South Lake Shore Drive; and East Jackson Boulevard (north side) from South Columbus Drive to South Lake Shore Drive, for the period of September 11, 12 and 13, 1987, during the hours of 9:30 A.M. and 11:00 P.M.; and, further, that the Commissioner of Public Works grant permission to close to the public the sidewalks in above-mentioned areas for the purpose of setting up equipment on September 10 between the hours of 9:30 A.M. and 11:00 P.M. and for dismantling on September 14 between the hours of 9:30 A.M. and 2:00 P.M.

Mr. Robert Zebrauskus.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue permit to Mr. Robert Zebrauskus, 2616 West Montgomery, 778- 5237, for the Lithuanian Fest to be held on South Western Boulevard from West 39th Street to West 46th Street and on the Parkway from West 43rd Street to West 46th Street, from July 9 through July 12, 1987.

Ms. Christine Lee/Women's Guild Of Manor Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Christine Lee/Women's Guild of Manor Church, 9634 South Chappel Avenue, for the conduct of a Bazaar and block party on South Crandon Avenue from 9901 through 9989, on June 20, 1987, from 10:00 A.M. to 8:00 P.M.

Mr. Charles Werner/Park West Antique Fair.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Charles Werner/Park West Antique Fair, 568 West Arlington Place, for the conduct of the Park West Antique Fair in the east- west alley 1/2 block north of West Fullerton Parkway to 1/2 block south of West Arlington Place between North Orchard Street and North Clark Street crossing North Geneva Terrace, for the period of June 6 and 7, 1987, from 8:00 A.M. to 11:00 P.M. each day.

Belmont-Central Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to the Belmont-Central Chamber of Commerce, Incorporated, 5825 West Belmont Avenue, Geri Binkowski, 622-2581, to conduct a "Be Kind To The Animals" Fair on June 13 and 14, 1987, from 9:00 A.M. to 5:00 P.M., on the following streets:

West Belmont Avenue from North Austin Avenue to North Long Avenue; North Central Avenue from West Henderson Street to West Wellington Avenue.

Belmont-Central Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to the Belmont-Central Chamber of Commerce, 5825 West Belmont Avenue, Geri Binkowski, 622-2581, to conduct a Craft Fair on West Belmont Avenue from North Austin Avenue to North Long Avenue; on North Central Avenue from West Henderson Avenue to West Wellington Avenue on August 15 and 16, 1987, from 9:00 A.M. to 5:00 P.M.

Hyde Park Kenwood Community Conference.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Hyde Park Kenwood Community Conference, 1376 East 53rd, a regularly organized charitable organization, for the conduct of an art fair on East 57th Street between South Kenwood and South Dorchester Avenues for the period of June 6--7, 1987, from 6:30 A.M. to 7:00 P.M. in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

"Touch Of Japan On The Lake"--Buddhist Temple.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue permits to "Touch of Japan on the Lake", Buddhist Temple, 1151 West Leland Avenue, James D. Barrientos, 334-4661, to hold a summer festival on West Leland Avenue from North Racine Avenue to North Broadway on June 26, 1987 from 1:00 P.M. to 11:00 P.M., and on June 27 and 28, 1987, from 7:00 A.M. to 11:00 P.M.

North Halsted Merchants Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue permits to the North Halsted Merchants Association, 3411 North Halsted Street, Mickey Hornick, 935-6696, to conduct the North Halsted Market Days Annual Street Fair

on North Halsted Street from West Belmont Avenue to West Addison Street on July 18 and 19, 1987.

Sheffield Neighbors Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Sheffield Neighbors Association, Ted Wroblewski, 2026 North Bissell Street, 235-2209, to hold a Sheffield Garden Walk and Street Fair on West Webster Avenue from North Sheffield Avenue to North Seminary Avenue and on North Kenmore Avenue from West Dickens Avenue to West Belden Avenue on July 18 and 19, 1987, from 12:00 Noon to 8:00 P.M.

Old Town Triangle Art Fair.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Old Town Triangle Art Fair, c/o Diane Gonzales, 218 West Menomonee Street, for the conduct of a street fair on North North Park Avenue between West Willow Street and West Menomonee Street; West Menomonee Street between North Wells Street and North Sedgwick Street; North Lincoln Park West between West Menomonee Street and North Lincoln Avenue; North Orleans Street between West Wisconsin Street and West Menomonee Street; and on West Wisconsin Street between North Sedgwick Street and North Lincoln Avenue, for the period of June 13-14, 1987, from 6:00 A.M. to 9:00 P.M. each day.

Ms. Carole Spritzer/Menomonee Club.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Carole Spritzer/Menomonee Club, 244 West Willow Street, for the conduct of a family fair on North North Park Avenue, between West Willow and West Menomonee Streets, on Saturday, May 30, 1987, from 3:00 P.M. to 8:00 P.M.

Gretchen Althen/Body Politic/Community Arts Foundation.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Gretchen Althen/Body Politic/Community Arts Foundation, 2261 North Lincoln Avenue, for the conduct of a street fair on North Lincoln Avenue, between West Webster and West Belden Avenues, for the period of June 6 and 7, 1987, from 8:00 A.M. to 8:00 P.M. each day.

Lincoln Central Art Fair.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Lincoln Central Art Fair, 1653 North Halsted Street, (Howell Herman, 332-3555) for the conduct of a street fair on West Dickens Avenue from North Lincoln Avenue to North Larabee Street, 8:00 A.M. to 11:00 P.M.; on North Mohawk Street from West Dickens Avenue to West Armitage Avenue, 8:00 A.M. to 9:00 P.M.; for the period beginning Saturday, June 20, 1987 and ending Sunday, June 21, 1987, inclusive, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

Belmont-Central Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue permits to the Belmont-Central Chamber of Commerce, 5825 West Belmont Avenue, Geri Binkowski, 622-2581, to conduct a craft fair on Saturday and Sunday, August 15 and 16, 1987, from 9:00 A.M. to 5:00 P.M., on West Belmont Avenue from North Austin to North Long Avenues and on North Central Avenue from West Henderson Street to West Wellington Avenue.

Christ Tabernacle M.B. Church Youth Outreach.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Ms. Connie McLendon/Christ Tabernacle M.B. Church Youth Outreach, 854 North Central Avenue, for the conduct of a fair for the period of Saturday, June 27, 1987, 9:00 A.M. to 6:00 P.M., to prohibit vehicular traffic over the portion of streets affected as provided by said ordinance. West Iowa Street (both sides) in the Central 5600 West through the Parkside 5700 West block.

Christ Tabernacle M.B. Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Mr. James Rhodes/Christ Tabernacle M.B. Church, 854 North Central Avenue, for the conduct of a fun-fair for the period of Saturday, May 23, 1987, 9:00 A.M. to 6:00 P.M. to prohibit vehicular traffic over the portion of streets affected as provided by said ordinance. West Iowa Street (both sides) in the Central 5600 West through the Parkside 5700 West block.

Ms. Bette Cerf Hill.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Bette Cerf Hill, Book Fair Co-ordinator, Burnham Park Planning Board, 38 West Van Buren Street, for the conduct of the 3rd Annual Printers Row Book Fair on South Dearborn Street between West Polk and West Harrison Streets; and West Polk Street from the west side of South Plymouth Court to the east side of South Federal Street, from 6:00 A.M. on Saturday, June 20, 1987 to 10:00 P.M. on Sunday, June 21, 1987, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

STREET CLOSINGS.

Old St. Patrick's Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Reverend John J. Wall, Pastor, Old St. Patrick's Church, 718 West Adams Street, to close to traffic South Desplaines Street between Monroe and Jackson; and West Adams Street between the Kennedy Expressway and Jefferson Street, from 6:00 P.M. on Thursday, July 23 to 6:00 P.M. on Sunday, July 26, 1987, in conjunction with the World's Largest Block Party, (the hours for the event are from 5:00 P.M. to midnight on the 24th and 25th of July), in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

American Legion Department Of Illinois.

Ordered, That the Commissioner of Public Works grant permission to the Franklin D. Roosevelt Post No. 923, Incorporated, (The American Legion Department of Illinois), 1824 West Cortland Street, to close to traffic North Honore Street between West Armitage Avenue and West Cortland Street, during the period of August 5 through August 10, 1987, for the conduct of the 30th Annual Street Fiesta.

Theodore Wroblewski.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Theodore Wroblewski, 2026 North Bissell Street, to close to traffic West Webster Avenue between North Sheffield and North Seminary Avenues and North Kenmore Avenue between West Dickens and West Belden Avenues for the period of July

18--19, 1987, from noon to 8:00 P.M. each day, for the conduct of a street fair for recreational purposes only.

Helen Veldez/Mexican Fine Arts Museum.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Helen Veldez/Mexican Fine Arts Museum, 1852 West 19th Street, to close to traffic West 19th Street between South Wolcott Avenue and South Wood Street, on May 29-30, 1987, during the hours of 8:00 A.M. to 10:00 P.M., for the purpose of holding a reception in conjunction with the opening of the Mexican Fine Arts Museum.

Riverview Neighbors.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue permits to the Riverview Neighbors for the Roscoe Street Fair, 2022 West Roscoe Street--60618--Diane Austin--549-3714 or 773-3257--and to close the following streets to traffic on August 8, 1987, from 12:01 A.M. to 12:00 Midnight:

North Hoyne Avenue (Both sides)	From West School Street to West Cornelia Avenue--(both sides of above two streets);
North Seeley Avenue (Both sides)	From West School Street to West Cornelia Avenue--(both sides of above two streets); and
West Roscoe Street (Both sides)	From North Damen Avenue to North Hamilton Avenue--(both sides of above two streets).

Wright College.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Wright College, 3400 North Austin Avenue, to close to traffic North Austin Avenue between West Cornelia Avenue and West Roscoe Street on Saturday May 9, 1987, from 10:00 A.M. to 12:30 P.M., for graduation exercises.

Nabisco Mayor's Cup Bicycle Race.

Ordered, That the Commissioner of Public Works is authorized and directed to grant permission to E. Ken Carl, Race Director, Nabisco Mayor's Cup Bicycle Race, to close to

traffic Michigan Avenue (west half) between Lake Street and Wacker Drive; Wacker Drive (south half) between Michigan and Wabash Avenues; Wabash Avenue between Wacker Drive and Lake Street; and Lake Street between Wabash and Michigan Avenues, on Sunday May 24, 1987, from 12:30 P.M. to 4:30 P.M., for the conduct of Nabisco Mayor's Cup Bicycle Race.

Ligita Dienhart, Incorporated.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue permits to Ligita Dienhart, Incorporated, 1 East Superior Street, to close South Franklin Street from West Adams Street to West Monroe Street from Sunday, April 26, 1987 from 7:30 A.M. to 9:30 A.M., through April 29, 1987, from 6:30 A.M. to 10:30 A.M., for the unveiling of the A.T.&T. Corporate Center.

Mr. Jim Levin/Gianni Versace, Oak Street Council.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Jim Levin/Gianni Versace, Oak Street Council (Special Events), 101 East Oak Street, to close to traffic East Oak Street between North Rush Street and North Michigan Avenue on September 17, 1987, from Noon to 10:00 P.M., for the conduct of a fashion show and for the construction of a tent on the street.

Mr. George A. Barr.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to George A. Barr, 2116 West Division Street, to close to traffic West Schiller Street between North Damen and North Wolcott Avenues; and North Wicker Park Avenue between North Damen and North Wolcott Avenues, on Sunday, May 17, 1987, from 10:00 A.M. to 6:00 P.M., for the conduct of the Old Wicker Park Annual Heritage Week Festival.

Mr. Bernard Lecoq/Cafe Bernard.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Bernard Lecoq/Cafe Bernard, 2100 North Halsted Street, to close to traffic West Dickens Avenue, between North Halsted Street and the first alley west of North Halsted Street, for the conduct of Bastille Day Celebration on Saturday, July 11, 1987, during the hours of 12:00 Noon and 12:00 Midnite.

Morrie Mages Sports.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Morrie Mages Sports, 160 North LaSalle Street, to close to traffic North LaSalle Street, between West Ontario and Ohio Streets, on Saturday, May 23, 1987, during the hours of 11:00 A.M. and 12:45 P.M., to accommodate a performance by the Jessie Shite Tumbling Team and Dance Troupe, in honor of Morrie Mages Sports 50th Anniversary in Chicago.

St. Pius Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Father Carlos Dahn, St. Pius Church, 1919 South Ashland, to close to traffic West 19th Street, from 1600 to 1612, for the period of May 23-24, 1987, during the hours of 8:30 A.M. and 11:00 P.M., for the conduct of a block party for recreational purposes.

Mr. Donald R. McChesney.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Donald R. McChesney, Development Director, Chicago Area Council, Boy Scouts of America, 730 West Lake Street, to close to traffic for the conduct of the 16th Annual LaSalle Street Dinner Dance on:

South LaSalle Street, between West Adams Street and West Jackson Boulevard, from 5:00 P.M. to 12:00 Midnite;

West Quincy Street, between North Clark Street and North Wells Street from 3:00 P.M. to 12:00 Midnite; and

West Quincy Street, North LaSalle Street e/s to North Wells Street from 4:30 P.M. to 12:00 Midnite.

for the period of Thursday, June 16, 1987.

Mayor's Office Of Special Events.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue permits to the Mayor's Office of Special Events, Lois Weisberg, 744-3315, to close Columbus Drive, from East Monroe Street to East Jackson Boulevard, on Monday, May 4, 1987, from 9:30 A.M. to 2:30 P.M., for Inaugural Ceremonies.

Margie Korshak Associates, Incorporated.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Margie Korshak Associates, Incorporated, 980 North Michigan Avenue, to close to traffic West Madison Street, between Clinton and Canal Streets, on Thursday, April 16, 1987, during the hours of 4:30 P.M. and 6:30 P.M., in conjunction with a special LOTTO-7 festival to be conducted at the Northwestern Atrium Center, 500 West Madison Street.

Illinois Tourist Information Center.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Doris Richardson, Manager, Illinois Tourist Information Center, 310 South Michigan Avenue, to close to traffic South Dearborn Street, between West Adams Street and West Jackson Boulevard, on Monday, May 18, 1987, from 11:00 A.M. to 2:00 P.M., for setting up equipment in the Federal Center Plaza at 230 South Dearborn Street, in conjunction with the National Tourism Week May 17-23, 1987.

MISCELLANEOUS CLOSINGS.

Carson Pirie Scott & Company.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue permits to Carson Pirie Scott & Company, 1 South State Street, and Greater State Street Council, 36 South State Street, Belinda Plant, 782--9160, to conduct two (2) fashion shows adjacent to Carson's Store at 1 South State Street, running from their doors to the rotunda entrance on Wednesday, April 22, beginning at 12:15 P.M. and lasting until 12:45 P.M, and on Saturday, April 25, 1987, from 2:00 P.M. to 2:30 P.M., with two hours required for set-up on both dates.

Ray College of Design/Ms. Mary Barnard.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Ray College of Design, c/o Mary Barnard, Director of Fashion, 401 North Wabash Avenue, for a sidewalk fashion show in front of Battaglia, 724 North Wabash Avenue, on Friday, May 29, 1987, from 12:00 Noon to 1:00 P.M.

Greater State Street Council.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue permits to the Greater State Street Council (for Carson Pirie Scott & Company), 1 South State Street, Belinda Plant, 782-9160, to conduct two (2) fashion shows as follows: April 22, 1987, on East Madison Street, from Wabash Avenue to State Street, from 7:00 A.M. to 2:00 P.M. Runway on street is to be approximately 16' x 24' x 32' high; and on April 25, 1987, on the sidewalk adjacent to 1 South State Street from the center doors to the rotunda entrance from 12:00 Noon to 2:30 P.M. Runway for this event is approximately 24" high and 4' wide.

They are requesting barricades for crowd control.

Grant Memorial Senior Housing Facility.

Ordered, That the Commissioner of Public Works and the Commissioner of Streets and Sanitation are hereby authorized and directed to block off the appropriate streets for a special event using the public way on Sunday, May 24, 1987, from 10:00 A.M. to 3:00 P.M., for the Grant Memorial Senior Housing Facility ground breaking ceremony.

Parade Route:

Drexel Boulevard (east of the median parkway)	From: 4300 South to: 4199 South
Alley between Drexel Boulevard and Ellis Avenue	From: 4300 South to: 4199 South

Contact Person: Dr. Rosalind Morgan
Grant Memorial A.M.E. Church
4019 South Drexel Boulevard
995-2383 or 324-3941

Apostolic Church Of God.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue permits closing East 63rd Street, from South Kenwood Avenue to South Dorchester Avenue, on Saturday, July 25, 1987, from 7:00 A.M. to 8:00 P.M., for a Family Fun Festival sponsored by the Apostolic Church of God, 6303 South Kenwood Avenue, Raymond Belin, 373-5550.

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

ALLOCATION OF MOTOR FUEL TAX FUNDS INCREASED FOR 1987 TRAFFIC SIGNAL ENERGY PROGRAM.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works to expend the additional sum of $1,450,000 from that portion of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for Traffic Signal Energy Charges, Citywide prior to January 1, 1987 and ending December 31, 1987, in addition to the sum of $1,050,000 previously allocated for said purpose. The total allocation for said purpose is $2,500,000.

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.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expand or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any voucher 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 this project utilizing stand account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this 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 Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

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

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

TRANSFER OF FUNDS AUTHORIZED FOR BOARD OF ETHICS.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1987. This transfer will leave sufficient unencumbered appropriations for the payment of the cost of utilities, telephone service and contingencies in the Board of Ethics.

From:

Account	Fund	Dept.	Organ.	Approp.	Amount
Postage	100	78	2005	.0130	$4,000

To:

Account	Fund	Dept.	Organ.	Approp.	Amount
Utilities	100	78	2005	.0184	$2,000
Telephone	100	78	2005	.0186	$1,000
Contingencies	100	78	2005	.0700	$1,000

SECTION 2. The sole purpose of this transfer of funds is for the payment of the cost of utilities, telephone service and contingencies in the Board of Ethics.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

INSTALLATION OF WATER MAINS IN PORTION OF WEST NEWPORT AVENUE.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Newport Avenue from North Kimball Avenue to 422 feet east of the east right-of-way line of North Kimball Avenue: 482 feet of 12-inch ductile iron water main, at the total estimated cost of $74,941.21 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00568.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

COMMITTEE ON ECONOMIC DEVELOPMENT.

REAPPOINTMENT OF MR. DONALD PETERS AS MEMBER OF ECONOMIC DEVELOPMENT COMMISSION.

The Committee on Economic Development submitted the following report:

CHICAGO, June 5, 1987.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a communication from the Honorable Harold Washington, Mayor, dated May 13, 1987, appointing Mr. Donald Peters as a member of the Economic Development Commission for a term ending April 23, 1990, begs leave to recommend that Your Honorable Body *Approve* said appointment.

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

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

On motion of Alderman Hansen, the said proposed reappointment of Mr. Donald Peters as a member of the Economic Development Commission was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

REAPPOINTMENT OF MR. ROBERT PRITZER AS MEMBER OF ECONOMIC DEVELOPMENT COMMISSION.

The Committee on Economic Development submitted the following report:

CHICAGO, June 5, 1987.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a communication from the Honorable Harold Washington, Mayor, dated May 13, 1987, appointing Mr. Robert Pritzker as a member of the Economic Development Commission for a term ending April 23, 1990, begs leave to recommend that Your Honorable Body *Approve* said appointment.

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

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

On motion of Alderman Hansen, the said proposed reappointment of Mr. Robert Pritzker as a member of the Economic Development Commission was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

REAPPOINTMENT OF MR. JOHN KENNEDY AS MEMBER OF ECONOMIC DEVELOPMENT COMMISSION.

The Committee on Economic Development submitted the following report:

CHICAGO, June 5, 1987.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a communication from the Honorable Harold Washington, Mayor, dated May 13, 1987, appointing Mr. John Kennedy as a member of the Economic Development Commission for a term ending April 23, 1990, begs leave to recommend that Your Honorable Body Approve said appointment.

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

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

On motion of Alderman Hansen, the said proposed reappointment of Mr. John Kennedy as a member of the Economic Development Commission was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

COMMITTEE ON EDUCATION.

STATE LEGISLATURE URGED TO DEFEAT SENATE BILL 207 REGARDING JURISDICTION OF WASHBURNE TRADE SCHOOL.

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

WHEREAS, Illinois State Bill 207 is in the Illinois House Committee which would in effect remove Washburne Trade School from the jurisdiction of the Chicago Board of Education; and

WHEREAS, Such a precedent would reek havoc with Chicago Home Rule and would set a bad precedent which could erode future control of Chicago's jurisdiction of the educational process; and

WHEREAS, Senate Bill 207 passed the Senate by a large majority and June 12 is the deadline for House Committee action; and

WHEREAS, The City Council objects to the passage of Senate Bill 207 and wishes to notify our State Legislature of its position; now, therefore,

Be It Resolved, That:

1. The City Council memorialize the State Legislature to defeat Senate Bill 207 which would create an Illinois Vocational Educational Board which in essence is designed to remove Washburne Trade School from the control and governance of the Chicago Board of Education.

2. The House Committee vote against Senate Bill 207 before June 12 so that it will not be voted out of Committee for consideration by the full House and further, that Senate Bill 207 not be attached to any other pending legislation once defeated in Committee; and

Be It Further Resolved, That we, the Mayor and members of the City Council gathered here this 5th day of June, 1987, do hereby present to the State Legislature and House Committee a copy of this resolution upon its adoption.

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

Yeas -- Aldermen Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Fary, Carter, Langford, Streeter, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Figueroa, Mell, Austin, Giles, Natarus, Eisendrath, Shiller, Schulter, Osterman, Orr -- 31.

Nays -- Aldermen Vrdolyak, Huels, Madrzyk, Burke, Kellam, Sheahan, Hagopian, Banks, Cullerton, Laurino, Pucinski, Hansen, Levar, Stone -- 14.

COMMITTEE ON HOUSING.

APPOINTMENT OF MR. ODELL HICKS AS MEMBER OF CHICAGO HOUSING AUTHORITY COMMISSION.

The Committee on Housing submitted the following report:

CHICAGO, May 22, 1987.

To the President and Members of the City Council:

Your Committee on Housing having had under consideration a communication signed by Honorable Harold Washington, Mayor (which was referred on May 13, 1987) to appoint Mr. Odell Hicks as a Commissioner of the Chicago Housing Authority for the term ending January 8, 1992. We recommend that Your Honorable Body *Approve* the said appointment.

This recommendation was concurred in by 10 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) DOROTHY J. TILLMAN,
Chairman.

On motion of Alderman Tillman, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Odell Hicks as a member of the Chicago Housing Authority Commission was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

APPOINTMENT OF MR. IRVING GERICK AS MEMBER OF CHICAGO HOUSING AUTHORITY COMMISSION.

The Committee on Housing submitted the following report:

CHICAGO, May 22, 1987.

To the President and Members of the City Council:

Your Committee on Housing having had under consideration a communication signed by Honorable Harold Washington, Mayor (which was referred on May 13, 1987) to appoint Mr. Irving Gerick as a Commissioner of the Chicago Housing Authority for the term

ending July 14, 1991. We recommend that Your Honorable Body *Approve* the said appointment.

This recommendation was concurred in by 10 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) DOROTHY J. TILLMAN,
Chairman.

On motion of Alderman Tillman, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Irving Gerick was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

COMMITTEE ON HUMAN RIGHTS AND CONSUMER PROTECTION.

ESTABLISHMENT OF CHICAGO PEACE CONVERSION COMMISSION.

The Committee on Human Rights and Consumer Protection submitted the following report:

To the President and Members of the City Council:

Your Committee on Human Rights and Consumer Protection, having under consideration a communication concerning an ordinance pursuant to Chapter 202 of the Municipal Code of Chicago, the "Nuclear Weapon Free Chicago Ordinance," establishing the "Chicago Peace Conversion Commission"; having the same under advisement begs leave to report and recommend that Your Honorable Body *Approve* the said proposed communication transmitted herewith.

This recommendation was concurred in by the members of the committee.

Respectfully submitted,
(Signed) PERCY GILES,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 47.

Nays -- Alderman Vrdolyak -- 1.

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

The following is said ordinance as passed:

WHEREAS, The Nuclear Weapon Free Chicago Ordinance, Chapter 202, Section 202-3 of the Municipal Code of Chicago requires that the Mayor propose and the City Council establish a Chicago Peace Conversion Commission; now, therefore,

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

SECTION 1. That there is hereby established a Chicago Peace Conversion Commission which shall consist of seven members and have the powers and duties, all as provided in Section 202-3 of the Municipal Code of Chicago.

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

APPOINTMENTS OF VARIOUS INDIVIDUALS TO CHICAGO PEACE CONVERSION COMMISSION.

The Committee on Human Rights and Consumer Protection submitted the following report:

To the President and Members of the City Council:

Your Committee on Human Rights and Consumer Protection, having under consideration a communication concerning the appointments of the following persons to serve as members of the "Chicago Peace Conversion Commission", for the term expiring December 31, 1987:

Ms. Fay Clayton

Mr. Joseph Costigan

Ms. Mary Ellen Croteau

Mr. Ron Freund

Ms. Johnnie Mae Jackson

having the same under advisement, we beg leave to report and recommend that Your Honorable Body *Approve* the said proposed communication transmitted herewith.

This recommendation was concurred in by the members of the committee.

Respectfully submitted,
(Signed) PERCY GILES,
Chairman.

On motion of Alderman Giles, the committee's recommendation was *Concurred In* and said appointments of Ms. Fay Clayton, Mr. Joseph Costigan, Ms. Mary Ellen Croteau, Mr. Ron Freund and Ms. Johnnie Mae Jackson as members of the Chicago Peace Conversion Commission were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

Action Deferred -- APPOINTMENTS OF MS. BERNICE BILD AS CHAIRMAN AND RABBI HOWARD BERMAN AS MEMBER OF CHICAGO PEACE CONVERSION COMMISSION.

The Committee on Human Rights and Consumer Protection submitted the following report, which was, on motion of Alderman Mell and Alderman Hagopian, *Deferred* and ordered published:

To the President and Members of the City Council:

Your Committee on Human Rights and Consumer Protection, having under consideration a communication concerning the appointments of the following persons to serve as members of the "Chicago Peace Conversion Commission", for the term expiring December 31, 1987:

Ms. Bernice Bild, Chairman

Rabbi Howard Berman,

having the same under advisement, we beg leave to report and recommend that Your Honorable Body approve the said proposed communication transmitted herewith.

This recommendation was concurred in by the members of the committee.

Respectfully submitted,
(Signed) PERCY GILES,
Chairman.

COMMITTEE ON LAND ACQUISITION, DISPOSITION AND LEASES.

APPROVAL OF SETTLEMENT AGREEMENT WITH MS. DOLLIE BROWN AND MS. SARAH COVINGTON FOR PURCHASE OF PROPERTY LOCATED AT 2538 WEST WASHINGTON BOULEVARD.

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 lawsuit entitled City of Chicago *v.* Sarah Covington, *et al.*, No. 75 CH 51265, involves, among other things, a claim of damage to property by Dollie Brown against the City of Chicago for the property located at 2538 West Washington Boulevard, Chicago, Illinois; and

WHEREAS, The City of Chicago, through its Corporation Counsel, has entered into a settlement agreement with Dollie Brown and Sarah Covington; and

WHEREAS, Pursuant to the settlement agreement, the City of Chicago, in full settlement of Dollie Brown's claim for damages and any and all other claims that Brown may have, has agreed to purchase the property commonly known as 2538 West Washington Boulevard, Chicago, Illinois, for the sum of $21,166.08; and

WHEREAS, Pursuant to said agreement, Dollie Brown has agreed to convey the aforementioned property to the City of Chicago by a recordable warranty deed; and Sarah Covington has agreed to quitclaim any interests she may have in the property to the City of Chicago; and

WHEREAS, Dollie Brown has tendered a warranty deed to the City of Chicago dated December 15, 1986; now, therefore,

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

SECTION 1. The settlement agreement heretofore entered into by the parties in the matter of City of Chicago *v.* Sarah Covington, *et al.*, No. 75 CH 51265, is hereby approved.

SECTION 2. The City of Chicago hereby accepts the above mentioned warranty and quitclaim deeds from Dollie Brown and Sarah Covington to the City of Chicago, subject to the approval by the Corporation Counsel as to form and legality, and approval of the Corporation Counsel as to the state of the title to the property.

SECTION 3. This ordinance shall be effective upon its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

STIPULATED SETTLEMENT AGREEMENT AUTHORIZED FOR PURCHASE OF PROPERTY LOCATED AT 3835 WEST 104TH STREET.

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 April 16, 1986, Council Journal pages 29410 to 29413, 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 new street construction and widening South Millard Avenue:

Parcel 4

The East 33.0 feet of Lot 75 in J. S. Hovland's Re-subdivision J. S. Hovland's 103rd Street Subdivision of the West half (W. 1/2) of the North half (N. 1/2) of the East half (E. 1/2) of the Northwest quarter (N.W. 1/4) of Section 14, Township 37 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

Being part of the property commonly known as 3835 West 104th Street, 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 owners of Parcel No. 4 to acquire a partial taking of said parcel for the sum of $7,000.00; and

WHEREAS, Payment for said property is to be made from Motor Fuel Tax Funds for New Street Construction 1982-3 M.F.T. Project No. 80-05044-00-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 3835 West 104th Street 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 $7,000.00 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 1982-3 M.F.T. Project No. 80-05044-00-PV.

SECTION 3. This ordinance shall be effective upon its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

JUDGMENT ORDER APPROVED FOR ACQUISITION OF PROPERTY LOCATED AT 944 WEST ADDISON STREET.

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 April 13, 1984, Council Journal pages 6059 to 6068, the City Council of the City of Chicago ordained that it is useful, desirable and necessary that the City of Chicago acquire for public use the following described property for the improvement of the Howard-Dan Ryan Rapid Transit Rail System; and

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

WHEREAS, The Commissioner of the Department of Public Works could not agree upon the purchase price and the Commissioner of Public Works reported this to the Corporation Counsel; and

WHEREAS, The Corporation Counsel pursuant to the authority granted in the above mentioned ordinance filed a condemnation suit entitled City of Chicago *v.* First National Bank and Trust Company of Evanston, Trust Number R-2555, Case 86 L 50236 in order to obtain fee title to Parcel 11; and

WHEREAS, A Judgment Order finding the amount of $110,000.00 to be just compensation for the acquisition of Parcel 11 has been entered on March 3, 1987; and

WHEREAS, Upon payment of the award, the City of Chicago shall become 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 944 West Addison Street and legally described above, be acquired by the City of Chicago for the purpose herein set forth in this ordinance.

SECTION 2. That the Judgment Award of $110,000.00 is hereby approved.

SECTION 3. The City Comptroller and City Treasurer are hereby authorized and directed to pay the County Treasurer of Cook County, Illinois, for property legally described in Exhibit A, attached hereto and made a part hereof, the sum of $110,000.00 plus costs and statutory interest out of Fund 051-6210-868.

SECTION 4. This ordinance shall be effective upon its passage.

Exhibit A attached to this ordinance reads as follows:

Exhibit A

Parcel 11.

The West half (W. 1/2) of Lot 35 in Trustees Subdivision of Block 15 in Laflin, Smith and Dyer's Subdivision of the Northeast quarter (N. E. 1/4) (except the 1.28 acres in the Northeast corner) of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian, (except that part taken by the Northwest Elevated Railroad Company under condemnation proceedings) in Cook County, Illinois.

Commonly known as 944 West Addison Street, Chicago, Illinois.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

ACCEPTANCE OF BIDS FOR PURCHASE OF BOARD OF EDUCATION PROPERTY AT SPECIFIED LOCATIONS.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass two proposed ordinances transmitted therewith, accepting bids for purchase of Board of Education property located at 1740--1756 East 71st Street and 7831 South Lawndale Avenue.

On motion of Alderman Banks, each of the said proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, 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):

1740--1756 East 71st Street.

WHEREAS, The Board of Education of the City of Chicago made written request to the City Council of the City of Chicago to sell, in the manner provided by statute, the real estate hereinafter described; and

WHEREAS, The City Council, by ordinance duly passed, authorized and directed the City Comptroller to advertise for sale and receive bids on the said real estate; and

WHEREAS The bids were opened and read at the Office of the Secretary for the Board of Education of the City of Chicago on the first Tuesday after the closing bid date; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than three-fourths of its full membership, recommended to the City Council that the following bid from The Neighborhood Institute, 1950 East 71st Street, Chicago, Illinois 60649, in the

amount of $92,400 be accepted. Two appraisals were made for this property and they indicated that the fair market value is as follows:

Appraisal Associates, Inc. January 23, 1987 Fair Market Value	$105,000
Ripley Mead Jr. January 28, 1987 Fair Market Value	$111,000

; now, therefore,

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

SECTION 1. That the City of Chicago hereby accepts the bid of The Neighborhood Institute to purchase vacant building and land described as follows, to-wit:

Lots 10, 11 and 12 in Block 1 in Cronkhite, Clarkson and Boyd's Subdivision of the South half of the Southwest quarter of the Southwest quarter of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois,

which land has a frontage of 162.53 ft. on E. 71st Street, 128.0 ft. on S. Cregier and contains approximately 20,804 sq. ft./0.47 acres, is improved with a building that 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 and/or the City of Chicago.

SECTION 2. That the Mayor and City Clerk are authorized to sign and attest a deed conveying all rights of the City of Chicago in trust for the use of schools in and to said school property and to deliver said deed to the Director of the Department of Real Estate Management of the Board of Education of the City of Chicago.

SECTION 3. The Director of the Department of Real Estate Management of the Board of Education of the City of Chicago is authorized to deliver said deed to the purchaser or his nominee upon receipt of the balance of the purchase price.

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

7831 South Lawndale Avenue.

WHEREAS, The Board of Education of the City of Chicago made written request to the City Council of the City of Chicago to sell, in the manner provided by statute, the real estate hereinafter described; and

WHEREAS, The City Council, by ordinance duly passed, authorized and directed the City Comptroller to advertise for sale and receive bids on the said real estate; and

WHEREAS, The bids were opened and read at the Office of the Secretary for the Board of Education of the City of Chicago on the first Tuesday after the closing bid date; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than three-fourths of its full membership, recommended to the City Council that the following bid from Cynthia T. Lynch, 30 N. Michigan Avenue, Suite 815, Chicago, Illinois 60606, in the amount of $125,000 be accepted. Two appraisals were made for this property and they indicated that the fair market value is as follows:

Appraisal Associates, Inc. January 29, 1987 Fair Market Value	$125,000
James O. Hamilton & Co. September 20, 1984 Fair Market Value	$130,000

; now, therefore,

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

SECTION 1. That the City of Chicago hereby accepts the bid of Cynthia T. Lynch to purchase vacant school building and land described as follows, to-wit:

Lots 3 to 20, both inclusive, and all of vacated West 78th Place North and adjoining said Lots in Block 50 in Price's Subdivision of the Southwest quarter of Section 26, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois,

which land has a frontage of 160.0 ft. on S. Lawndale Avenue, 450.0 ft. on W. 78th Place (Private) and contains approximately 72,000 sq. ft./1.65 acres, is improved with a school building that 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 and/or the City of Chicago.

SECTION 2. That the Mayor and City Clerk are authorized to sign and attest a deed conveying all rights of the City of Chicago in trust for the use of schools in and to said school property and to deliver said deed to the Director of the Department of Real Estate Management of the Board of Education of the City of Chicago.

SECTION 3. The Director of the Department of Real Estate Management of the Board of Education of the City of Chicago is authorized to deliver said deed to the purchaser or his nominee upon receipt of the balance of the purchase price.

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

REPEAL OF BID FOR PURCHASE OF PROPERTY LOCATED AT 845 NORTH ASHLAND AVENUE/1553--1559 WEST PEARSON STREET.

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 City Council heretofore approved the sale to Israel and Cruz Mesta, 2841 West 25th Street, Chicago, Illinois, the property commonly known as follows:

Lot 19 (except that part thereof taken for widening Ashland Avenue) Ficke and Wink's Subdivision of South 2 acres of the North 4 acres of Block 29 in Canal Trustee's Subdivision of the West 1/2 of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 845 North Ashland Avenue/1553--1559 West Pearson Street, Permanent Tax No. 17-05-322-001.).

; and

WHEREAS, Israel and Cruz Mesta did not comply with the Offer to Purchase procedure on closing. He has not closed properly and has forfeited his deposit of $310.00 to the City of Chicago, City Real Estate Section, Department of Housing; now, therefore,

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

SECTION 1. The ordinance adopted by this body on October 6, 1986, pages 34480 and 34481 of the City Council Journal, approving the sale to Israel and Cruz Mesta of said above property located at 845 North Ashland Avenue/1553-- 1559 West Pearson Street, be hereby repealed.

SECTION 2. The City Real Estate Section, Department of Housing is hereby authorized to re-offer this property for sale to interested parties.

SECTION 3. This ordinance shall be effective upon passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 48

Nays -- None.

REPEAL OF BID FOR PURCHASE OF PROPERTY LOCATED AT 4850 SOUTH LANGLEY 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, The City Council heretofore approved the sale of the Adjacent Neighbors Land Acquisition Program, Phase IV property commonly known as:

Bidder: Clifton Coleman
Address: 4852 South Langley
Bid Amount: $400.00

City Real Estate No. 7039
Address: 4850 South Langley
Index No. 20-10-212-036

Legal Description

Lot 16 in Block 2 in the Subdivision of the South half of the Southwest quarter of the Northeast quarter of the Northeast quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as: 4850 South Langley, Chicago, Illinois.

Pursuant to an ordinance on March 12, 1986 and found in the Journal for said date on pages 28557--28562; now, therefore,

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

SECTION 1. The ordinance adopted March 12, 1986 approving the sale to the above-mentioned individual of said above-cited property is hereby repealed for failure to close in the alloted time.

SECTION 2. The Director of City Real Estate Section, Department of Housing is hereby authorized to retain the bid deposit and re-offer this property for sale to interested parties.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

REPEAL OF BID FOR PURCHASE OF PROPERTY LOCATED AT 1306 WEST HURON STREET.

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 City Council heretofore approved the sale to Mr. Michael J. Byrne, 7830 Oakleaf Avenue, Elmwood Park, Illinois, the property commonly known as follows:

Lot 31 in Block 3 in Taylor's Subdivision of Block 1 in Assessor's Division of East half of Northwest quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1306 West Huron Street, Permanent Tax No. 17-08-105-046.)

; and

WHEREAS, Mr. Michael J. Byrne, did not comply with the Offer to Purchase procedure on closing. He has not closed properly and has forfeited his deposit of $351.00 to the City of Chicago, City Real Estate Section, Department of Housing; now, therefore,

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

SECTION 1. The ordinance adopted by this body on May 14, 1986, page 29864 of the City Council Journal, approving the sale to Mr. Michael J. Byrne of said property located at 1306 West Huron Street be hereby repealed.

SECTION 2. The City Real Estate Section, Department of Housing is hereby authorized to re-offer this property for sale to interested parties.

SECTION 3. This ordinance shall be effective upon passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

REJECTION OF BIDS FOR PURCHASE OF CITY-OWNED VACANT PROPERTY LOCATED AT 2040 SOUTH HALSTED STREET AND AUTHORITY GRANTED FOR RE-ADVERTISEMENT OF 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 purchase of City-owned property located at 2040 South Halsted Street and authorizing the Department of Housing to re-advertise the same for sale.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

The following are said ordinances as passed:

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

SECTION 1. The City of Chicago hereby rejects the bid of Robert H. Brennan, 1925 South Grove Street, Chicago, Illinois 60602 to purchase for the sum of $501.00, the City-owned vacant property, previously advertised pursuant to Council authority passed May 14, 1986, page 29890.

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 36 in Block 16 in Walsh & McMullen's Subdivision of the South 3/4 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 2040 South Halsted Street, Permanent Tax No. 17-20-437-012.)

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.

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

SECTION 1. The City of Chicago hereby rejects the bid of Norma M. De Francisco, 2038 South Halsted Street, Chicago, Illinois 60608 to purchase for the sum of $1,010.00, the City-owned vacant property, previously advertised pursuant to Council authority passed May 14, 1986, page 29890.

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 36 in Block 16 in Walsh & McMullen's Subdivision of the South 3/4 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 2040 South Halsted Street, Permanent Tax No. 17-20-437-012.)

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.

APPROVAL OF LEASE FOR DEPARTMENT OF HEALTH FOR PROPERTY LOCATED AT 514 EAST 50TH PLACE.

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 Comptroller is authorized to execute on behalf of the City of Chicago, a lease between Provident Medical Center, as Lessor, and the Department of Health, as Lessee, for approximately 7,674 square feet of office space located on the first floor at 514 East 50th Place, such lease to be approved by the Commissioner of the Department of Health and to be approved as to form and legality by the Corporation Council in substantially the following form:

[Lease agreement printed on page 1080 of this Journal.]

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

LEASE - Short Form Lease No. 10033 City of Chicago

This Agreement,

Made this ..... day of .....

A. D. 19 .., between Provident Medical Center

..... 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 7,674 square feet of office space located on the first floor at 514 E. 50th Place to be used by the Department of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of May A. D. 1987, or date of occupancy and ending on the 30th day of April A. D. 19 92. Lessee has the right to terminate this lease upon sixty (60) days prior written Notice to Lessor of lease twenty-four (24) months from executions.

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: Provident Medical Center, 500 E. 51st St., Chicago, IL 60615 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 on the first day of each calendar month in the office of the Lessor. 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. In 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 untenantable 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 Real Estate Agent

By: Lee Frazier, Executive Director, Provident Medical Center

By: Corporate

Approved

Commissioner, Department of Health

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, 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 the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Lessor And Lessee Responsibilities.

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

Four Thousand Seven Hundred Ninety-six and 25/100 Dollars ($4,796.25) per month for the period beginning on the 1st day of May, 1987, or date of occupancy (with said monthly rental being prorated on a per diem basis if the initial term does not commence on the 1st day of the month) and ending on the 30th day of April, 1989;

Five Thousand Thirty-six and 06/100 Dollars ($5,036.06) per month for the period beginning on the 1st day of May, 1989 and ending on the 30th day of April, 1990;

Five Thousand Two Hundred Eighty-eight and 66/100 Dollars ($5,288.66) per month for the period beginning on the 1st day of May, 1990 and ending on the 30th day of April, 1992.

Lessee shall receive a two month rental abatement during the sixth and twelfth month of the first, second and fourth year of this lease.

Rent is payable in advance on the 1st day of each month by the Office of the City Comptroller to Provident Medical Center, 500 East 51st Street, Chicago, Illinois, 60615.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Commence construction on the following renovations prior to execution of lease:

Handicapped access into building.

Handicapped washrooms.

New carpeting and or floor tile throughout demised premises.

The following areas will have carpeting:

All offices.

Large conference room 107.

Therapy rooms.

Waiting rooms.

The following areas will have new 12" x 12" floor tile:

Corridors.

Kitchen.

Storage and file area.

Washrooms.

Occupational therapy area.

Installation of corridor doors which will close off and secure demised premises from entry lobby and elevator.

New fluorescent lighting fixtures throughout demised premises.

New 2' x 4' inserts in ceiling throughout demised premises.

One electrical outlet that will service kiln in occupational therapy section.

Installation of drinking fountain in main corridor and safety glass on three sides of receptionist's office.

Paint all walls, window frames and door frames.

Install horizontal mini-blinds.

Staff parking will be paved and striped for twenty (20) cars for staff parking.

Install cabinetry where necessary in room 107 and 126.

Install electronic surveillance system that would be a part of hospital main security monitoring system.

Paint entire premises thirty-six (36) months from execution of lease.

Provide monthly lawn service when necessary.

Provide and pay for window unit air conditioning units capable of maintaining a comfortable working environment; maintain plant and equipment in good operable condition.

Install and pay for central air conditioning capable of maintaining a comfortable working environment by May 1, 1988; maintain plant and equipment in good operable condition.

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

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

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 demised premises.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

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

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance of $1,000,000 combined single limit; with the City of Chicago 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.

Lessee Under This Lease Shall:

Provide and pay for electricity as metered on said premises.

Replace any broken plate glass on first floor of said demised premises during term of lease not caused by negligence of Lessor.

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:

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 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 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.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

APPROVAL OF RENEWAL OF 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, approving renewal of leases to various city agencies at sundry locations.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, 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 Human Services.

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 Vanlo Incorporated, an Illinois corporation, as lessor, for approximately 1,200 square feet of space on the first (1st) floor and 1,200 square feet of space on the second (2nd) floor for a total of 2,400 square feet of office space. In addition, approximately 2,600 square feet of office space on the first (1st) floor of the L shaped section of the building for a total of 5,000 square feet of office space located in the building at 11300--11306 South Halsted for the Department of Human Services, as lessee, such lease to be approved by the Commissioner of the Department of Human Services and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease agreement printed on page 1086 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 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, 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.

(Continued on page 1087)

LEASE - Dept. Lease No. 11[illegible]

This Agreement,

Made this [illegible] day of [illegible]

A. D. 19 87, between Vanlo Incorporated, An Illinois Corporation

[illegible], as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor do es hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 1,200 square feet of space on the first (1st) floor and 1,200 square feet of space on the second (2nd) floor for a total of 2,400 square feet of office space. In addition, approximately 2,600 square feet of office space on the first (1st) floor of the L shaped section of the building for a total 5,000 square feet of office space located in the building at 11300-06 S. Halsted for use by the Department of Human Services.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of April A. D 1987, and ending on the 31st day of March A. D. 1989. Lessee has the right to terminate this lease upon thirty (30) days prior written notice to the lessor at the address cited herein.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Kegham Giragosian, 8101 W. 131st. Street, Palos Park, Illinios 60464 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 Hereof

payable [illegible] monthly [illegible] 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 untenantable 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.

[illegible] Corporation Counsel

By: Vanlo Incorporated, An Illinois Corp.

Approved:

Supervisor of Leasing Real Estate XXXX

CITY OF CHICAGO

By: [illegible] Comptroller

Agency:

[illegible], Department of Human Services

(Continued from page 1085)

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

Three Thousand Ninety and 00/100 Dollars ($3,090.00) per month for the period beginning on the 1st day of April, 1987 and ending on the 31st day of March, 1989.

Rent is payable in advance on the first (1st) day of each calendar month by the Office of the City Comptroller to Vanlo Incorporated c/o Garian Realty, 12211 S. Vincennes Avenue, Blue Island, Illinois 60406.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Replace broken glass blocks prior to execution of lease.

Provide parking for ten (10) automobiles in adjacent parking lot.

Provide and pay for heat for comfortable occupancy of demised premises, maintain plant and equipment in good operable condition.

Provide and pay for central air conditioning; maintain plants and equipment in good operable condition.

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

Provide and pay for 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 all mechanical components.

Provide adequate scavenger service.

Provide and pay for prompt removal of snow and ice from sidewalks and parking lot 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 insurance named as additionally insured and coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

Pay for electricity as metered.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Replace any broken plate glass on said demised premises during term of lease not caused by negligence of Lessor.

Additional terms and conditions:

In the event the Lessor should fail to furnish any of the substantial alterations, repairs or services as required by this lease or fail to remove and correct any fire hazards, health hazards or any violations of the Municipal Building Code not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards or building code violations corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

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

Department of Police
(3920 South Michigan 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 renewel of lease from Record Controls, Inc., as Lessor, for approximately 35,064 square feet of warehouse space located at 3920 South Michigan Avenue, for the receiving, recording, storage and disposal of property that is recovered by the Department of Police, as Lessee, such lease to be approved by the Superintendent of the Department 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 1090 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 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, 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:

Two Thousand Seven Hundred Seventeen and 46/100 Dollars ($2,717.46) per month for the period beginning on the 1st day of February, 1987 and ending on the 31st day of January, 1988;

Two Thousand Seven Hundred Seventy-five and 90/100 Dollars ($2,775.90) per month for the period beginning on the 1st day of February, 1988 and ending on the 31st day of January, 1989.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to Records Controls, Incorporated, 1215 National Avenue, Addison, Illinois, 60101.

(Continued on page 1091)

LEASE—Short Form Lease No. 12019 [illegible] City of Chicago

This Agreement,

Made this ..... day of ..... A. D. 19 , between Record Controls, Incorporated ..... 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 35,064 square feet of warehouse space located at 3920 South Michigan Avenue, for the receiving, recording, storage and disposal of property that is recovered by the Department of Police.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of February A. D. 1987, and ending on the 31st day of January A. D. 1989. Lessee has the right to terminate this lease Upon ninety (90) days prior written notice to the Lessor at the address cited herein.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Record Controls, Inc., 1215 National Ave., Addison, IL 60101 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 shall comply with all provisions of the City of Chicago 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 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 untenantable by fire or other casualty during said term, Lessor may repair 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.

Chief Assistant Corporation Counsel

Approved

Supervisor of Leasing, Real Estate

Approved:

Superintendent, Department of Police

By: Record Controls, Incorporated

By: Comptroller.

(Continued from page 1089)

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

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

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

Provide all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and pay for exterminator service on a monthly basis, or as needed.

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.

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

Provide and pay for electricity as metered on said premises.

Lessee under this lease shall:

Have the right to terminate Lease upon ninety (90) days prior written notice to the Lessor at the address cited herein.

Additional terms and conditions:

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 the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards 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 the Lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

Department Of Police/Beat Representative Program.
(1718 West 95th Street.)

Be It Ordained by the 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 Dr. Alfred Bean as sole beneficiary under Heritage Standard Bank & Trust Company Trust, Trust No. 8856, dated January 14, 1984, as Lessor, for approximately 1,086 square feet of office space located at 1718 West 95th Street, 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 1093 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 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

(Continued on page 1094)

LEASE–Short Form Lease No. 12009 City of Chicago

This Agreement,

Made this ..... day of ..... A. D. 19 , between Dr. Alfred T. Bean, as Sole Beneficiary under Heritage Standard Bank & Trust Company Trust, Trust No. 8856, Dated January 14, 1984, 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 1,086 square feet of ground floor office space located 1718 West 95th Street 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 January A. D. 1987, and ending on the 31st day of December A. D. 1989. Lessee has the right to terminate this lease upon thirty (30) days prior written notice to the lessor at the address cited herein; termination of lease will be implemented the first day of the month of cancellation.

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 Dr. Alfred T. Bean, 1720 W. 95th Street, Chgo., 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 Lessee

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. In 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 untenantable 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

Chief Assistant Corporation Counsel

Approved:

Supervisor of Leasing,

By: Dr. Alfred T. Bean, as Sole Beneficiary under Heritage Standard Bank & Trust Company Trust, Trust No. 8856, Dated January 14, 1984

(Continued from page 1092)

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.

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

Five Hundred and no/100 Dollars ($500.00) per month for a period beginning on the 1st day of January, 1987 and ending on the 31st day of December, 1987;

Five Hundred and Twenty-five and no/100 Dollars ($525.00) per month for a period beginning on the 1st day of January, 1988 and ending on the 31st day of December, 1988;

Five Hundred Fifty and no/100 Dollars ($550.00) per month for a period beginning on the 1st day of January, 1989 and ending on the 31st day of December, 1989.

Rent is payable in advance on the 1st day of each calendar month by the office of the City Comptroller, to Dr. Alfred T. Bean, 1720 West 95th Street, Chicago, Illinois, 60643.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

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

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

Provide central air conditioning unit, replace unit when necessary.

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

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

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.

Install smoke detectors in front office.

Lessee under this lease shall:

Pay for electricity as metered including electricity for air conditioning.

Provide and pay for nightly custodial services which shall be construed to as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

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

Provide furnace filter replacements for the air conditioner when and if it is required. This does not include replacement of air conditioning unit.

Provide and maintain smoke detectors for demised premises.

Replace any broken plate glass on first floor of said demised premises during term of lease not caused by negligence of Lessor.

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.

APPROVAL FOR SALE OF PROPERTY LOCATED AT 6601--6609 SOUTH WOODLAWN AVENUE/1201--1205 WEST MARQUETTE ROAD TO HUMAN RESOURCES DEVELOPMENT INSTITUTE, INCORPORATED.

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 unimproved parcel of real property described herein, which is owned by the City of Chicago, to the Human Resources Development Institute, Inc., 417 South Dearborn Street, Suite 700, Chicago, Illinois 60605, for the sole purpose of constructing a 20 unit two (2) story apartment building using 202 Funds to provide housing for the elderly and handicapped. Said project must be operated on a not-for-profit basis.

R.E. 5342		Amount: $8,000.00
Address:	6601--6609 S. Woodlawn Ave./ 1201--1205 W. Marquette Rd.	Permanent Tax Nos. 20-23-222-(001/002 and 029)

Legal Description

Lots 1 to 4 in C. A. Londelius Subdivision of Lots 23 and 24 in Block 10 in Oglesby's Subdivision of Blocks 10 and 11 in Wait and Bowen's Subdivision of that part of the West half of the Northeast quarter of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

NOTE: This parcel is subject to express condition that if subsequent to this conveyance the Grantee, its successors or assigns, fails to construct said project on this property, the Grantor may re-enter and take possession of the property and terminate the estate conveyed by the Quitclaim Deed, and such title, rights and interests of the Grantee, or any assigns or successors in interest, to and in the property shall revert to the Grantor.

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 properties to the Human Resources Development Institute, Inc., 417 South Dearborn Street, Suite 700, Chicago, Illinois 60605.

SECTION 3. This ordinance shall be effective upon its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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-nine proposed ordinances transmitted therewith, 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 Banks, each of the said proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, 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):

3210--3216 West Hirsch Street/1400--1404 North Kedzie 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 8, 9 and 10 in Block 6 in Pierce's Humboldt Park Addition, being the East 1/2 and the North 1/2 of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3210--3216 West Hirsch Street/1400--1404 North Kedzie Avenue, Permanent Tax No. 16-02-215-038).

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.

1438 West 61st 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:

> Lots 17, 18 and 19 in Subdivision of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, (except the East 33 feet, the West 33 feet, and the South 33 feet thereof) in Cook County, Illinois, (commonly known as 1438 West 61st Street, Permanent Tax Nos. 20-17-310- 038, 039 and 040).

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.

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317 South 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:

The North 25 feet of South 50 feet of Lots 6 to 10 both inclusive in Love's Subdivision of North half of Lots 1 and 2 in Block 3 in Rockwell's Addition to Chicago in Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (except the East 10 feet of the North 25 feet of the South 50 feet of Lot 10 aforesaid taken for alley) (commonly known as 317 South California Avenue, Permanent Tax No. 16- 13-216-027).

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.

2519 West Cortland 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 8 in Miss Daniels Subdivision of the East half of Block 3 in Johnston and Others Subdivision of the East half of the Southeast quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2519 West Cortland Street, Permanent Tax No. 13-36-413-017).

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.

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504 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 33 in the Subdivision of the Southeast 1/4 of Block 22 in Canal Trustee's Subdivision of Section 33, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 504 West 37th Street, Permanent Tax No. 17-33-312-049).

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.

1348 West Erie 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 44 in the Subdivision of that part of Block 2 lying North of Erie Street in the Assessor's Division of the East 1/2 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 1348 West Erie Street, Permanent Tax No. 17-08-114-088).

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.

15--17 North Sacramento/2955--2961 West Warren 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:

Lots 170 and 171 in Flint's Addition to Chicago Blocks 4, 5, 10, 11, 18, 19, 25 and 26 in Lees Subdivision of the Southwest 1/4 in Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 15--17 North Sacramento/2955--2961 West Warren Boulevard, Permanent Tax Nos. 16-21-330-001 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.

609--627 South Sacramento Boulevard/2946--2948 West Flournoy 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 and the West 50.75 ft. of Lot 3 (except the South 33 ft. of all said premises) in Block 4 in Clarke's Subdivision the East 1/2 of the Southwest 1/4 of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 609--627 South Sacramento Boulevard/2946--2958 West Flournoy Street, Permanent Tax No. 16-13-302-020).

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.

1534--1536 West Garfield 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:

> Lots 19 and 20 in Block 3 in new Ashland Subdivision of the West half of the Southwest quarter of the Southwest quarter of Section 8, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1534--1536 West Garfield Boulevard, Permanent Tax No. 20-08-316-038).

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.

6758 South Ada 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 167 in Weddell and Cox Addition to Englewood, a subdivision of the East 1/2 of the Southwest 1/4 of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6758 South Ada Street, Permanent Tax No. 20-20-304-045).

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.

1310--1318 West Devon 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 19, 20 and 21 in Block 4 in A. T. Galts Edgewater Golf Subdivision of the South 30 Acres of the East 1/2 of the Southwest 1/4 of Section 32, Township 41 North, Range

14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1310--1318 West Devon Avenue, Permanent Tax No. 11-32-329-041).

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.

4101--4109 West Washington 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:

Lots 3 and 4 in Block 34 in West Chicago Land Company Subdivision of the South 1/2 of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4101--4109 West Washington Boulevard, Permanent Tax No. 16-10-424-016).

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--819 East 43rd 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:

Lots 27 and 28 in Tyler's Resubdivision of Block 2 in Walker and Stinson's Subdivision of the West 1/2 of the Southwest 1/4 of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, Cook County, Illinois (commonly known as 817--819 East 43rd Street, Permanent Tax Nos. 20-02- 300-017 and 108).

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.

3008--3011 South Throop 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:

Lots 60 and 61 in Commissioner's Division of Lot 14 in Block 24 in Canal Trustee's Subdivision of the South Fractional 1/2 of Section 29, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Ill., (commonly known as 3008--3011 South Throop Street, Permanent Tax Nos. 17-29-425-016 and 107).

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.

6941 South Kimbark 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 138 and 139 in Brookhaven, being a Subdivision of the South 23,569 Acres of that part of the Southeast 1/4 of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6941 South Kimbark Avenue, Permanent Tax No. 16- 13-328-027).

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.

7035 South Halsted 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 33 in Block 5 in Beck's Subdivision of the Southwest 1/4 of the Southwest 1/4 of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in

Cook County, Illinois (commonly known as 7035 South Halsted Street, Permanent Tax No. 20-21-321-010).

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.

1837--1841 East 79th 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:

Lots 8 & 9 in Block 1 in F. H. Bartlett's 79th Street Subdivision in the Northwest 1/4 of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof rec. April 27, 1910 as Doc. 4550573, in Book 108 of Plats, Page 11, in Cook County, Illinois (commonly known as 1837--1841 East 79th Street, Permanent Tax No. 20- 36-103-006).

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.

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900 West 119th 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 19 in Block 4 in Resubdividion of the West 1/2 of Blocks 8 & 11 and all of Blocks 9 & 10 (except Lots 19, 22 and 23 in Block 10) of Placerdale, being a Subdivision of the East 1/2 of the Southeast 1/4 of Section 20, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 900 West 119th Street, Permanent Tax No. 25- 20-421-041).

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.

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927 North Willard Court.

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 11 in Block 12 in J. Dinet's Sub. of E. 1/2 of Out Lot 24, C.T.S. Also known as Block 12 of Elston's Sub. SW 1/4 of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 927 North Willard Court, Permanent Tax No. 17-05- 318-011).

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.

4203 South Union 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 34 in Block 18 in Superior Court Partition of the West half of the North West quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4203 South Union Avenue, Permanent Tax No. 20-04-125-002).

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.

6229--6237 South Vernon 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:

> The South 16 feet of Lot 9 & the East 32 ft. of the South 7 ft. of the North 14 ft. of said Lot 9 & Lots 10, 11, 12 & 13 in Blk. 6 in the Resubdn. of Blks. 11 & 12 in the Subdn. of

Washington Park Club Addn. to Chicago, a Subdn. of the South 1/2 of the Southeast 1/4 of Section 15, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6229--6237 South Vernon Avenue, Permanent Tax No. 20-15-417- 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.

2132--2136 North Bell Avenue/2228--2230 West Shakespeare 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 19 and 20 in Holstein, a Subdivision of West 1/2 of North West 1/4 of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2132--2136 North Bell Avenue/2228--2230 West Shakespeare Avenue, Permanent Tax No. 14- 31-120-029).

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.

1959 West Maypole 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:

> The West 57 feet of Lot 10 in Hamlin's Subdivision of the Southwest 1/4 of Block 52 in the Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1959 West Maypole Avenue, Permanent Tax No. 17-07-421-001).

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.

2425--2427 West Warren 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:

> Lots 30 and 31 in Levi D. Boone's Addition to Chicago, being a Subdivision of the Southeast Block of the East 33.81 Acres of the Southeast 1/4 of the Southeast 1/4 of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2425--2427 West Warren Boulevard, Permanent Tax Nos. 16-12-428-007 and 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.

6427--6433 South Harvard 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:

> The North 95 feet of Lot 6 in Block 7 in Skinner & Judd's Subdivision in the Northeast quarter of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6427- -6433 South Harvard Street, Permanent Tax No. 20-21-205-007).

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.

6363--6365 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:

The South 1/2 of Lot 'D' in King & Rumsey's Addition to Woodlawn Ridge and all of that part of Lot 15 in King & Rumsey's Addition to Woodlawn Ridge, in the Northwest 1/4 of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6363--6365 South Ellis Avenue, Permanent Tax No. 20-23-106- 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.

1136 South Richmond 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 43 in Henneberry's Subdivision of Block 28 in Clark's Subdivision of the East 1/2 of the Southwest 1/4 of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1136 South Richmond Street, Permanent Tax No. 16-13-328-027).

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.

1753 West Division 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 8 in Fricke and Dose's Subdivision of Block 4 in Johnston's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 1753 West Division Street, Permanent Tax No. 17-06-405-003).

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.

7011 South Halsted 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 41 in Block 5 in Beck's Subdivision of the Southwest quarter of the Southwest quarter of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7011 South Halsted Street, Permanent Tax No. 20-21-321-005).

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.

ACCEPTANCE OF BID FOR PURCHASE OF CITY-OWNED VACANT PROPERTY AT 3646 SOUTH PARNELL UNDER ADJACENT NEIGHBORS LAND ACQUISITION PROGRAM.

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 bid listed below to purchase City-owned vacant property under the "Adjacent Neighbors Land Acquisition Program" which was approved by the City Council of the City of Chicago in an ordinance passed on March 6, 1981, found at pages 584--585 of the Journal of City Council Proceedings, and as further amended January 7, 1983, found at pages 14803--14805 of the Journal of City Council Proceedings. Said bid and legal description of the City-owned property are as follows:

Bidder: Robert and Lillian Jagminas
Address: 3644 South Parnell
Index No. 17-33-311-040

City Real Estate No. 2893
Address: 3646 South Parnell
Bid Amount: $1,500.00

Legal Description

Lot 36 in Benjamin Shurtleff's Subdivision of the Southwest quarter of Block 22 in Canal Trustees' Subdivision of Section 33, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 3646 South Parnell Avenue, Chicago, Illinois.

SECTION 2. That the conveyance of this City-owned property under the "Adjacent Neighbors Land Acquisition Program" is to be subject to all terms and conditions, covenants, and restrictions contained in the aforementioned ordinance establishing the "Adjacent Neighbors Land Acquisition Program" and the above cited amendments thereto.

Additionally, said conveyance is 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 property to be conveyed is 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 a quitclaim deed conveying all interest of the City of Chicago in and to said property 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 this property has been completed, to deliver the cashier's check, certified check, bank check or money order of the above listed bidders in the full amount of the bid to the City Comptroller, who is authorized to deposit said check or money order into the appropriate City account.

SECTION 7. That the City Clerk is further authorized and directed to refund the cashier's check, certified check, bank checks and money orders to the unsuccessful bidders for the purchase of said property.

SECTION 8. That this ordinance shall be in effect from and after its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED VACANT PROPERTY AT SUNDRY LOCATIONS.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass eight proposed ordinances transmitted therewith, accepting the bids for purchase of certain City-owned vacant property.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, 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):

1845 North Sheffield Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Calek Construction Company, 2000 North Racine Avenue, Chicago, Illinois 60614 to purchase for the sum of $40,000.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed Sept. 12, 1986, pages 33863-- 33864 described as follows:

> Lot 35 in Subblock 4 of Block 5 in Sheffield's addition to Chicago in the Southwest quarter of Section 29, the Southeast quarter and the South half of the Northeast quarter of Section 31, all of Section 32 and the West half of the Southwest quarter of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1845 North Sheffield Avenue, Permanent Tax No. 14-32-411-006).

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 $400.00 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.

7815 South Lowe Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of First Greater Bethlehem Missionary Baptist Church, Incorporated, 7814 South Lowe Avenue, Chicago, Il. 60620 to purchase for the sum of $2,750.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed May 14, 1986, page 29894 described as follows:

The North 6-2/3 feet of Lot 24 and the South 26 2/3 feet of Lot 25 in Block 1 of Storke's Subdivision of Auburn, a Resubdivision of Blocks 1 to 16 in the West 1/2 of the Southwest 1/4 of Section 28, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7815 South Lowe Avenue, Permanent Tax No. 16-12-330-002).

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 $275.00 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.

2936 West Roosevelt Road.

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

SECTION 1. The City of Chicago hereby accepts the bid of James A. Crawford & Evelyn Crawford, not in tenancy in common, but in joint tenancy, 1124 South Richmond Street, Chicago, Illinois to purchase for the sum of $8,600.00, the City-owned vacant property previously advertised, pursuant to Council ordinance passed September 11, 1985, page 19888 described as follows:

Lot 1 and Lot 2 (except the West 10 1/2 inches of Lot 2) in J. E. Henneberry's Subdivision of Block 28 in Clark'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 2936 West Roosevelt Road, Permanent Tax No. 16-13-328-036).

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 $1,000.00 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.

2444--2454 West Roosevelt Road.

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

SECTION 1. The City of Chicago hereby accepts the bid of Metropolitan Chicago, Inc., an Illinois corporation, 2500 West Roosevelt Road, Chicago, Illinois 60608 to purchase for the sum of $14,000.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed January 16, 1987, pages 38817--38818 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. 16-13-427-057, 032, 028 and 027).

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 $1,400.00 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.

1841--1855 North Spaulding Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Church of God, M.B., a non-profit organization, c/o Rev. Amado Pantoja, 1859 North Spaulding Avenue, Chicago, Illinois 60647 to purchase for the sum of $35,000.00, the City- owned vacant property previously advertised, pursuant to Council ordinance passed October 6, 1986, pages 34517--34518 described as follows:

Lots 37 to 44 both inclusive in Block 11 in Winkelman's Subdivision of part of Blocks 2 and 11 of E. Simon's Subdivision of the South East 1/4 of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 1841--1855 North Spaulding Avenue, Permanent Tax No. 13-35-410-002).

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 $3,500.00 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.

15--17 West 65th Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Levater Greer, 9923 South Peoria Street, Chicago, Illinois 60643 to purchase for the sum of $4,900.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed May 14, 1986, page 29895 described as follows:

The West 65 feet of the North 100 feet of Lot 1 in Block 11 of Skimmer and Judd's Subdivision in the Northeast 1/4 of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 15--17 West 65th Street, Permanent Tax Nos. 20-21- 213-021 and 020).

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 $490.00 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.

7139 South Halsted Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Robert Taylor, Jr. and Eliza A. Taylor, not in tenancy in common, but in joint tenancy, 7123 South Green Street, Chicago, Illinois 60621 to purchase for the sum of $2,900.99, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed May 15, 1985, page 16194 described as follows:

> Lot 16 in Block 3 in Parmly's Normal Park Addition, a Subdivision of the North West quarter of the North West quarter of Section 28, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7139 South Halsted Street, Permanent Tax No. 20-28-100-012).

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 $300.00 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.

4041 West Maypole Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Keystone Baptist Church, 4035 West Maypole Avenue, Chicago, Illinois 60624 to purchase for the sum of $2,510.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed October 6, 1986, page 34514 described as follows:

Lot 50 in F. S. Tyrrell's Subdivision of Block 17 in the West Chicago Land Co.'s Subdivision of the South 1/2 of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4041 West Maypole Avenue, Permanent Tax No. 16-10-416-008).

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 $251.00 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.

EXECUTION OF LEASE AGREEMENT WITH LAKESIDE GROUP, INCORPORATED FOR PROPERTY 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, authorizing the City Comptroller to execute a lease agreement with Lakeside Group, Incorporated, d/b/a Chicago International Art Exhibition for property located at Navy Pier.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, 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 a lease on behalf of the City of Chicago, a Municipal Corporation, as Lessor, with the Lakeside Group, an Illinois Corporation d/b/a Chicago International Art Exhibition, as Lessee, for the entire East End, North Shed Building and South Shed Building located on Navy Pier, to be used solely for the purpose of staging a Fine Arts Exhibition; such lease to be approved by the Commissioner of the Department of Public Works and the Commissioner of Economic Development and to approved as to form and legality by the Corporation Counsel in substantially the following form:

Lease Agreement For Navy Pier.

This Lease Agreement is made and entered into as of the _____ day of _____, 19____, by and between the City of Chicago, a municipal corporation, (hereinafter referred to as "Lessor") and The Lakeside Group, Inc., d/b/a/Chicago International Art Exhibition, (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 7, 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 I.

This Agreement Is Subject And Subordinate to any existing or future Federal/State Statute or any existing or future lease or agreement between Lessor and the United States

or the State of Illinois, or political subdivisions thereof, relative to the development, construction, operation or maintenance of the Pier, the execution of which has been or may be required as a condition precedent to the expenditure of Federal, State or other public funds for the development, construction, operation, or maintenance of said Pier.

Lessor reserves the right to further develop, improve, maintain, modify and repair Pier, the facilities therein and the roadways and approaches thereto, as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance by the Lessee.

Article II.

Lessee shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this lease agreement or any rights and privileges created hereby, or any interest in any portion of the same and shall not permit any other person or persons, company or corporation to use or occupy the premises or any part thereof without the prior written consent of the Lessor.

In the event any right or privilege hereunder is granted to more than one individual or other legal entity (or any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Lessee shall be the joint and several obligation of each such individual or legal entity.

Article III.

It is understood and agreed that nothing contained is intended or should be construed as in any creating or establishing the relationship of partners or joint venturers between the Lessor and Lessee, or as constituting the Lessee or any officer, owner, employee or agent of Lessee as agent, representative or employee of the Lessor for the 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 suitablity of the premises for Lessee's intended use and accepts the premises in the condition that are 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 suitablity 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, guest 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 insured on any and all insurance policies and to deliver to Lessor duplicate policies of 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 untenantable, then the Lessor shall have the right to repair or rebuild the premises, but shall not be obilgated to do so. If the premises are not rendered tenantable 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 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, of any of said rules and regulations not 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 non-discrimination 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 ballooms 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.

I. Premises

Lessor does hereby grant to lessee the following areas of Navy Pier:

Auditorium/Recreation Buildings
Terrace Promenade
Shelter Building
Terminal Building
Sheds
Midway

II. Purpose

A) Auditorium/Recreation Buildings/Terrace Promenade/Shelter Building/Terminal Building/Sheds.

Lessee shall use the premises for the purpose of sponsoring an International Art Exposition for approximately 10,000 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, May 7, 1987, Lessee will be allowed to use Midway for visitor parking. The Lessee will operate a shuttle bus down the South Dock only.

III. Term

The term of this Agreement shall begin on the 20th day of April, 1987 at 8:00 A.M. and shall terminate on the 22nd day of May, 1987 at 11:59 P.M.

A. Set-up-time

Lessee shall be allowed to use the demised premises for set up time only beginning on the 20th day of April, 1987 at 8:00 A.M. and shall terminate on the 7th day of May, 1987 at 5:29 P.M.

B. Chicago International Art Exposition

Art Show will begin on the 7th day of May, 1987 at 5:30 P.M. and shall terminate on the 12th day of May, 1987 at 6:00 P.M.

May 7th	Opening Night 5:30 P.M. Benefit for The Museum of Contemporary Art
May 8th	12:00 P.M.--8:00 P.M.
May 9th	12:00 P.M.--8:00 P.M.
May 10th	12:00 P.M.--8:00 P.M.
May 11th	12:00 P.M.--8:00 P.M.
May 12th	12:00 P.M.--6:00 P.M. The Chicago International Art Show closes. Breakdown begins.

C. Breakdown Time

Lessee shall be allowed breakdown time beginning the 12th of May, 1987 at 6:01 P.M. and such breakdown time shall terminate on the 22nd day of May, 1987 at 5:00 P.M.

IV. Rental Rates

A. Lessee 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.

1. Sheds (April 20, 1987 through May 22, 1987)

$.25 net square foot per 14 day period.
$250.00 per day for additional set-up
and/or breakdown days.

44,640 net square feet x $.25 =	$11,160.00
44,640 net square feet x $.25 =	11,160.00

Five (5) additional set-up/
breakdown days x $250.00 = ... 1,250.00
Total Days = 33
Total Rental For Sheds = ... $23,570.00

2. Terminal Building (April 27, 1987 through May 15, 1987)

$.50 net square foot per 12 day period
$250.00 per day for additional set-up
and/or breakdown days.

3,120 net square feet x $.50 = ... $ 1,560.00
7 additional set-up/breakdown
days x $250.00 = 1,750.00

Total Days = 19
Total Rental For Terminal Building = ...$3,310.00

3. Shelter Building (April 27, 1987 through May 15, 1987)

$.50 net square foot per 12 day
package. $500.00 per day for
additional set-up and/or breakdown.

6,960 net square feet x $.50 = $3,480.00
7 additional set-up/breakdown
days x $500.00 = ... 3,500.00

Total Days = 19
Total Rental From Shelter Building = ... $6,980.00

4. Recreation Building (April 27, 1987 thorugh May 5, 1987)

$.50 net square foot for
12 day package. $250.00 per
day for additional set-up and
or breakdown days

2,880 net square feet x $.50 = $1,440.00
7 additional Set-Up/Breakdown
days x $250.00 = ... 1,750.00

Total Days = 19
Total Rental From Shelter Building = ... $3,190.00

4. Auditorium (May 1, 1987 through May 14, 1987)

$1.50 net square feet for 12 day package

$3,250.00 for additional set-up/breakdown days

10,320 net square feet x $1.50 =	$15,480.00
1 additional Set-Up/Breakdown day	3,250.00
Total Days = 14	
Total Rental For Auditorium Building = ...	$18,730.00

5. Midway N/C

Total Rental for Navy Pier = ... $55,780.00

B.) Estimated Operating Costs

Utility Expenses

1. Electricity

Electrical meters will be read by the Department of Public Works on the following dates:

Sheds	April 20, 1987
Terminal & Shelter Buildings	April 27, 1987
Auditorium & Recreation Building	May 1, 1987

Final readings will be made by the Department of Public Works after verification that lessee has vacated premises.

Electricity Deposit = $17,555.00

2. Gas

Gas meters will be read by the Department of Public Works on the following dates:

Sheds	April 20, 1987
Terminal/Shelter Buildings	April 27, 1987
Auditorium/Recreation Buildings	May 1, 1987

Final readings will be made by the Department of Public Works after verification that lessee has vacated premises.

Gas Deposit = $1,000,000

Total Utility Deposits = $18,555.00

C. Support Personnel

1. Operating Engineer (D.P.W.) Rates: $19.51 Regular Rate
$29.10 Over Time
$39.02 Double Time

Operating Engineer Deposit $1,500.00

An Assistant Chief Operating Engineer from the Department of Public Works and/or the Operating Engineer Group A from the Department of Public Works must be at

Navy Pier at all times during the Chicago International Art Exposition (May 7 thru May 12).

2. Two Electricians (D.S.S.)

Electricians Rates: $25.00 Regular Time
37.50 Over Time
50.00 Double Time

Electricians Deposit $2,600.00

3. Clean-Up/Repair/Breakdown/Operating Cost/Deposit

Deposit of Five Thousand and no/100's ($5,000.00)
$5,000.00

4. Summary of Estimates for Operating Costs

Electricity Deposit	$17,555.00
Gas Deposit	$1,000.00
Operating Engineer Deposit	$1,500.00
Electricians Deposit	$2,600.00
Clean-Up/Repair/Breakdown Deposit:	$5,000.00

5. Total Deposits for Estimated Operating Costs shall be paid by April 15, 1987. $27,655.00

6. Rent Payment will be paid as follows:

55,780.00 payable by May 1, 1987

5. Breakdown Penalty

A. East End Complex

In the event that Lessee has not vacated Auditorium by 14th day of May, 1987 at 11:59 P.M. Lessor will deduct $5,000.00 per day from deposit until East End Complex is vacated. However, Lessee will be allowed to occupy offices on the ground floor of terminal building until 22nd day of May, 1987 until 11:59 P.M. If terminal building is not vacated by 11:59 P.M. on the 22nd day of May, 1987. Lessor will deduct $5,000.00 per day from deposit until ground floor of terminal building is vacated.

B. Sheds

In the event that Lessee has not vacated demised premises by the 22nd of May, 1987 at 11:59 P.M.. Lessor will deduct $500.00 per day until demised premises is vacated.

C. In the event the Lessee exhausts its entire clean- up/repair/breakdown deposit, lessee will have ten (10) days upon receipt of written notice from Lessor to pay any breakdown 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.

Condition Of Pier

Lakeside must accept the Pier in its existing condition. There will be no credit given to Lakeside for repairs made prior to or during the show, unless approved by the Manager of Navy Pier and the Commissioner of the Department of Public Works.

D. Option

A. Future Dates

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

May 5--10, 1988

May 11--16, 1989

May 10--15, 1990

May 9--14, 1991

B. Notification Provision

In every instance where it shall 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 pre- paid 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, 60602, or at such other place as the Lessor from time to time 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.

Lessor must receive written request on or before September 1, the year preceding the coming show that the Lessee intends to exercise its option.

Written confirmation must include the following:

-- Description of the desired facilities
-- Set-up and breakdown schedule
-- Attendance projections
-- A non-fundable deposit equivalent to 10% of the current year's lease.

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 six (6) months in advance.

Lessee must submit an additional 10% non-refundable deposit to City by December 1st. In addition, reservation cancellation is received after December 1st of each year at lessor's option and upon written notice to lessee this lease is null and void.

C. Rental Rates

The City of Chicago will provide Lessee with the terms and conditions for each Art Show by October 15th of the year preceding the show.

The 1987 rate of Fifty-five Thousand Seven Hundred and Eighty and no/100 Dollars ($55,780.00) will serve as base rate of future option dates. This base rate represents the rate for a six day show

including opening night and represents use of the east end complex and sheds.

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 Breakdown Time

Option dates specified in Section 7, paragraph (A) of this lease do not include set-up and breakdown time. Combined set-up and breakdown times of entire show, including show dates will not exceed nineteen (19) days or occupancy of east end and thirteen (13) days in the auditorium. The Lessee will make every effort to minimize the use of the Pier for such purposes, and make every effort to limit their use of the auditorium to one weekend during the entire period of the show.

F. 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 per accident, $150,000.00 per person Liability Insurance naming the City of Chicago and Public Building Commission as additional insurers and shall be mailed to:

Cary Kalant
Supervisor of Leasing
Department of Finance
Real Estate Office
320 N. Clark Street, Suite 505
Chicago, IL 60610

7. Operations

A. If said premises or any portion of said building thereof including any and all utilities shall be damaged by the act, default or negligence of the Lessee, or at Lessees agents, employees, patrons, guest 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 of Public Works 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 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 unless approved by the Commissioner of Public Works. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweeping, rubbish, rags, papers or other substances shall be thrown therein. Lessee will permit no chairs or movable sets to be or remain in the passageways 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's 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 of Public Works, his representatives, agents or policemen, the Lessee hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.

G. Lakeside must pay costs of any necessary City personnel that are not normally assigned to Navy Pier and any that must work beyond normal working hours. This will include but is not limited to electricians, sound technicians and operating engineers.

H. 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.

I. No performance, exhibition or entertainment shall be given or held on the demises premises which shall be objected to by Lessor.

J. Lessee shall provide at its own expense all ushers, crowd director, and any security service and trash pickup service required by the Commissioner of Public Works and Mayor's Office of Special Events.

K. Any and all matters not herein expressly provided for shall be at the discretion of the Commissioner of Public Works.

L. Lessee has the right to employ a caterer of its choice to provide food and beverage service for said event.

M. The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and State Statute.

N. Lessor shall pay for heat, utilities and normal custodial services where the City provides for additional services, the Lessee shall be billed separately for these.

O. Lessee acknowledges that not more than 5,000 persons will be allowed in Auditorium and Recreation Buildings and Sheds at any one time during term of lease.

P. Lessee will comply with all City sales tax and City amusement tax requirements.

Q. Lessee must take East End and Sheds in existing condition. A walk through with City Staff must occur before Lessee assumes occupancy and immediately following breakdown.

R. Lessee must comply with City of Chicago's Rules and Regulations of Navy Pier.

S. Lessee has permission to install a sculpture at the foot of the Navy Pier ramp. Lessee will remove sculpture at the close of The

Chicago Art Exposition and must assume full responsibility for restoring grounds to original conditions.

In Witness Whereof, the parties hereto have caused this instrument to be signed in duplicates under this 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 the date of its passage.

Action Deferred -- AUTHORITY TO ADVERTISE FOR SALE CITY-OWNED VACANT PROPERTY LOCATED AT 1232--1234 NORTH HOYNE AVENUE/ 2100--2112 WEST CRYSTAL STREET.

The Committee on Land Acquisition, Disposition and Leases submitted the following report, which was, on motion of Alderman Banks and Alderman Gutierrez, *Deferred* and ordered published:

CHICAGO, June 4, 1987.

To the President and Members of the City Council:

An ordinance authorizing the Department of Housing to advertise for sale City-owned properties located at:

1232--1234 North Hoyne Avenue/2100--2112 West Crystal Street

having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) WILLIAM J. P. BANKS,
Chairman.

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

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

SECTION 1. 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 9 and 10 in Block 2 in Picket's Subdivision of part of Lot 13 in Assessor's West of Hoyne Avenue in Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1232--1234 North Hoyne Avenue/2100--2112 West Crystal Street, Permanent Tax No. 17-06-126-039).

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 LICENSE.

MUNICIPAL CODE CHAPTER 130, SECTION 130-3.1-1 AMENDED CONCERNING SPECIAL EVENT FOOD DISPENSER LICENSES.

The Committee on License submitted the following report:

CHICAGO, June 5, 1987.

To the President and Members of the City Council:

Your Committee on License took under consideration a proposed ordinance authorizing the amendment of Sec. 130-3.1-1 of the Municipal Code of the City of Chicago; and authorizing the Mayor of the City of Chicago to issue a Special Event Food Dispenser License for a period of time not to exceed ten (10) days. This matter was presented to the committee on June 2, 1987 and considered by the committee on June 2, 1987 and the Committee on License, having had the same under advisement, begs leave to report and recommend that Your Honorable Body do *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee with no dissenting votes.

Respectfully submitted,
(Signed) WILLIAM C. HENRY,
Chairman.

Alderman Natarus moved to amend the said proposed ordinance as follows:

By adding the following italic language at the end of Section 130-3.1-1:

Said alderman of the ward in which the event is located should be notified five days prior to the issuance of the license.

The motion to amend *Prevailed.*

Thereupon, on motion of Alderman Henry, the said proposed ordinance as amended was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, 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. Chapter 130, Section 130-3.1-1 of the Municipal Code of the City of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

Section 130-3.1-1. The Mayor shall have the authority to issue a Special Event Food Dispenser License. Said Special Event License may be issued by the Mayor for a period of time not to exceed [seven] *ten* days. Said License shall be issued only after the Mayor has designated an event as a Special Event. Notwithstanding the provisions of Chapter 130-3.3, the fee for said license shall be Fifty Dollars ($50.00). *Said alderman of the ward in which the event is located should be notified five days prior to the issuance of the license.*

SECTION 2. This ordinance shall become effect immediately upon passage.

MUNICIPAL CODE CHAPTER 147, SECTION 147-6 AMENDED CONCERNING SPECIAL EVENT LIQUOR LICENSES.

The Committee on License submitted the following report:

CHICAGO, June 5, 1987.

To the President and Members of the City Council:

Your Committee on License took under consideration a proposed ordinance authorizing the amendment of Section 147-6 of the Municipal Code of the City of Chicago; and authorizing the Mayor of the City of Chicago to issue a Special Event Liquor License for a period of time not to exceed ten (10) days. This matter was presented to the committee on June 2, 1987 and considered by the committee on June 2, 1987 and the Committee on License, having had the same under advisement, begs leave to report and recommend that Your Honorable Body do *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee with no dissenting votes.

Respectfully submitted,
(Signed) WILLIAM C. HENRY,
Chairman.

Alderman Natarus moved to amend the said proposed ordinance as follows:

By adding the following italic language at the end of Section 147-6:

Said alderman of the ward in which the event is located should be notified five days prior to the issuance of the license.

The motion to amend *Prevailed.*

Thereupon, on motion of Alderman Henry, the said proposed ordinance, as amended, was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, 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. Chapter 147, Section 147-6 of the Municipal Code of the City of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

Section 147-6. A city retailer's license for the sale of alcoholic liquor shall be issued by the Mayor, as the Local Liquor Control Commissioner, subject to the provisions of an act entitled "An Act relating to alcoholic liquor," approved January 31, 1934, as amended, and subject to all laws and provisions of this code relating to licenses in general not inconsistent with the law relating to alcoholic liquor. The Mayor, as local Liquor Control Commissioner, shall have the authority to issue a Special Event Liquor License. Said Special Event Liquor License may be issued by the Local Liquor Control Commissioner for a period of time not to exceed [seven] ten days. Said license may be issued after the Mayor has designated an event as a Special Event. Notwithstanding any provision of this chapter, the fee for said Special Event Liquor License shall be One Hundred Dollars ($100.00). *Said alderman of the ward in which the event is located should be notified five days prior to issuance of the license.*

SECTION 2. This ordinance shall become effective immediately upon passage.

MUNICIPAL CODE CHAPTER 104.1, SECTION 104.1-4 AMENDED CONCERNING ISSUANCE OF AMUSEMENT LICENSES.

The Committee on License submitted the following report:

CHICAGO, June 5, 1987.

To the President and Members of the City Council;

Your Committee on License took under consideration a proposed ordinance authorizing the amendment of Chapter 104.1, Section 104.1-4 of the Municipal Code of the City of Chicago; and authorizing procedural changes for the issuance of amusement licenses. This matter was presented to the committee on June 2, 1987 and considered by the committee on June 2, 1987 and the Committee on License, having had the same under advisement begs leave to report and recommend that Your Honorable Body do *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee with no dissenting votes.

Respectfully submitted,
(Signed) WILLIAM C. HENRY,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, 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. Section 104.1-4 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

104:1-4. Each application and all information required to be furnished in connection therewith or a copy thereof shall be referred to the Commissioner of Inspectional Services, the director in charge of the Bureau of Fire Prevention, and the Superintendent of Police. [Each] *Within 21 days after receipt of the application of copy thereof, each* officer shall certify to the mayor [whether or not the applicator is qualified to receive the license applied for and] whether or not the place complies with the applicable provisions of this code relating to his department. No license shall be issued without approval by the mayor.

The mayor shall review the application and the reports of the officers and shall determine within 14 days after receipt thereof whether the subject property complies with the applicable provisions of this code. If the mayor [disapproves the license application] *finds that the subject property does not comply with applicable provisions of the municipal code, he shall disapprove the application, and* the requirements of chapter 101 of this code relating to disapproval of license applications shall apply.

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

MUNICIPAL CODE CHAPTER 147 AMENDED BY ADDING NEW SECTION 147-6.2 REGARDING SPECIAL TERM LIQUOR LICENSE.

The Committee on License submitted the following report:

CHICAGO, June 5, 1987.

To the President and Members of the City Council:

Your Committee on License took under consideration a proposed ordinance authorizing the amendment of Chapter 147 of the Municipal Code of the City of Chicago; and

authorizing the issuance of a special term liquor license to organizations qualified and licensed under the Illinois Charitable Games Act. This matter was presented by the committee on June 2, 1987 and considered by the committee on June 2, 1987 and the Committee on License having had the same under advisement, begs leave to report and recommend that Your Honorable Body do *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) WILLIAM C. HENRY,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, D. Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, 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 Chapter 147 of the Municipal Code of Chicago be and hereby is amended by adding a new Section 147-6.2 in italics as follows:

147-6.2. Any qualified organization licensed and approved for the operation of charitable games under the Illinois Charitable Games Act, Ill. Rev. Stat. Ch. 120, §1121 et seq. (1985), as amended, may apply to the Mayor, as Local Liquor Control Commissioner, for a special term liquor license. The Mayor may, upon the approval of the Bureau of Fire Prevention, issue a special term liquor license to such an organization for the location and for a period not to exceed the actual time specified in the applicant's Charitable Games License issued by the Illinois Department of Revenue. Any licensee under this section shall be subject to section 147-10, except as it may incorporate and impose any requirements for separate licensing, 147-11, 147-13, 147-14, 147-15, 147-15.1, 147-15.2, 147-16, and to 147-17 with respect to violations of applicable sections, and shall be exempt from all others. Any special term liquor license issued pursuant to this Section shall be automatically suspended or revoked whenever the special term liquor license holder's Charitable Games License is suspended or revoked. The fee for a special term liquor license shall be $50.00.

SECTION 2. This ordinance shall take effect from and on the date of its passage.

MUNICIPAL CODE CHAPTER 101, SECTION 101-5 AMENDED CONCERNING ISSUANCE OF BUSINESS LICENSES.

The Committee on License submitted the following report:

CHICAGO, June 5, 1987.

To the President and Members of the City Council:

Your Committee on License took under consideration a proposed ordinance authorizing the amendment of Chapter 101, Section 101-5 of the Municipal Code of Chicago; and authorizing procedural changes for the issuance of business licenses. This matter was presented to the committee on June 2, 1987 and considered by the committee on June 2, 1987 and the Committee on License, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) WILLIAM C. HENRY,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, 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. Section 101-5 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

101-5. Upon receipt of an application for a license which requires an investigation or an inspection by any department or board of the city, pursuant to the licensing requirements for the particular license as set forth in the relevant sections of the code governing the particular license, or as to the proper location or condition of the premises in which the business, for which a license is applied, is to be managed, conducted, operated, or carried on, the Director of Revenue shall transmit to each department or board charged with the investigation and approval of any such application such information as may be necessary in order that the required investigation or inspection may be made. Each department head or president of a board charged with such investigation or inspection shall, immediately upon receipt of such information from the Director of Revenue, cause an investigation or inspection to be made, and shall, within ten days after the receipt of said information from the Director of Revenue, determine that the applicant has complied or has not complied with the relevant requirements for the particular license and shall notify the Director of Revenue accordingly. *Within two business days, the Director of Revenue shall transmit the application and reports of the investigations and inspections to the Mayor, with a recommendation that the application be approved or denied.*

[Upon receiving notification from the Director of Revenue that the applicant or each of the principal officers, if the applicant is a corporation, has complied with all of the necessary licensing requirements for the particular license and that all laws and provisions of this Code regulating the business or occupation for which such license is applied for, have been complied with, the Mayor shall authorize the issuance of the said license by the City Clerk.]

If any department head or president of a board shall disapprove such application and the applicant for license shall be in business or shall have engaged in the occupation for which a license is sought, it shall be the duty of such department head or president of a board to take such action as shall be necessary to compel compliance with the provisions of this code.

[The] *Upon receipt of the report and recommendation of the Director of Revenue, the* Mayor shall have the right to examine, or cause to be examined under oath, any applicant for a license or for a renewal thereof, and to examine or cause to be examined, the books and records of any applicant. *Such examination shall be commenced within 15 days after receipt of the report and recommendation of the Director of Revenue, and concluded within 30 days thereafter; provided, however, that the Mayor may extend the period of such investigation for an additional 15 days to allow completion of the investigation, if necessary. The Mayor shall give the applicant written notice of the extension, stating the reasons therefor.* If the applicant fails to appear to answer any question or to produce the books and records said conduct shall be sufficient grounds for denial of the license application. The mayor may authorize a hearing examiner to act on his behalf for the purpose of obtaining any of the desired information.

If the mayor determines that no such examination is necessary, and that the applicant or each of the principal officers, if the applicant is a corporation, has complied with all of the necessary licensing requirements for the particular license and that all laws and provisions of this Code regulating the business or occupation for which such license is

applied for, have been complied with, the mayor shall immediately authorize the issuance of the said license by the City Clerk.

If the mayor disapproves the license application, *he shall notify* the unsuccessful applicant [shall be notified] in writing, of the reasons for the disapproval. *The notice shall be sent to the applicant, within five days after the disapproval, by first class mail addressed to the applicant at the address shown in the application.* The license applicant may within 10 days after receiving notice of the disapproval make a request, in writing, to the mayor for a hearing on the disapproved application. Within 10 days after a request for a hearing is made, a public hearing shall be authorized before a hearing examiner appointed by the mayor who shall report his findings to the mayor *within 14 days after completion of the hearing.* The public hearing shall be commenced within 10 days after it is authorized.

The mayor shall within 15 days after such hearing has been concluded, if he determines after such hearing that the license application be disapproved, state the reason for such determination in a written finding and shall serve a copy of such finding upon the license applicant.

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

MUNICIPAL CODE CHAPTER 141 AMENDED CONCERNING ITINERANT MERCHANT LICENSE CLASSIFICATIONS.

The Committee on License submitted the following report:

CHICAGO, June 5, 1987.

To the President and Members of the City Council:

Your Committee on License took under consideration a proposed ordinance authorizing the amendment of Chapter 141 of the Municipal Code of the City of Chicago; and authorizing the establishment of two classes of itinerant merchant licenses. This matter was presented to the committee on June 2, 1987 and considered by the committee on June 2, 1987 and the Committee on License, having had the same under advisement, begs leave to report and recommend that Your Honorable Body do *Pass* as amended the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee with no dissenting votes.

Respectfully submitted,
(Signed) WILLIAM C. HENRY,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, 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 Chapter 141 of the Municipal Code of Chicago, entitled "Itinerant Merchants," be amended by deleting the language in present section 141-6, renumbering present Section 141-7 as 141-6, and by adding the language in italics and deleting the language in brackets as follows:

141-1. *The term* [An] "itinerant merchant [or transient vendor of merchandise]" *as used in* [under] this chapter [is hereby defined as one who is] *means* a nonresident *of the City* [carrying on] *who conducts* a merchandising *or service* business in the City but who does not *own or* rent a store, loft, warehouse, yard office space[,] or show room by the year or hold a year's lease on the same. If he delivers the merchandise or service he sells through a duly accredited resident agent who complies with the license requirements of this city applying to his line, he shall then not be classed as an itinerant, the yearly license of the resident agent through whom he sells entitling him to this privilege.

The phrase "organized or sponsored trade show or exhibition" means an exposition of limited duration of services or of merchandise, including artworks, arranged through an organization or entity which is primarily responsible for obtaining the space and subsidiary services participant vendors or exhibitors may require for the event. The word "sponsor" means any organization or entity which organizes or sponsors a trade show or exhibition and which is primarily responsible for arranging to obtain the space and subsidiary services which participating vendors or exhibitors may require for such events.

141-2. No person shall act as an itinerant merchant [or transient vendor of merchandise in any hotel, rooming house, club, or other public place] without first obtaining a license so to do. *There shall be two classes of itinerant merchant license. A sponsor shall apply for a Class I license on behalf of each itinerant merchant who is a participant in an organized or sponsored trade show or exhibition. All other itinerant merchants shall apply individually for a Class II license. No organized or sponsored trade show or exhibition shall be permitted to take place unless the sponsor shall have obtained a license for the participating itinerant merchants.*

141-3. An application for any itinerant merchant [said] license shall be made *to the Director of Revenue on forms provided by him,* in conformity with the general requirements of this code relating to applications for license. *Any sponsor that applies*

for any Class I license on behalf of itinerant merchant participants in the sponsor's show or exhibition shall provide the Director of Revenue as to each such itinerant merchant his full legal name, street address, the city and state of his principal place of business, his Illinois Retailer's Occupation Tax License number, the firm or firms which the merchant represents, the kinds of merchandise or services he desires to sell under the Class I license, the location, times and dates of the show or exhibition, and shall further provide such identifying information as to itself which the Director of Revenue may require. [In addition, the] *Any* applicant *for a Class II license* shall [state[*provide* the street *address* [, number], city [,] and state [from] whence he came, *his Illinois Retailer's Occupation Tax license number*, the firm or firms which [said] *the* applicant represents, the kinds of merchandise or commodities which he desires to sell under [said] *the* itinerant merchant's license, and the [hotel, room, or other] place where the applicant proposes to sell such merchandise or commodities.

The Director of Revenue shall investigate to ascertain whether [the] *any* [applicant] *itinerant merchant* is a proper representative of a reliable and responsible business house, and whether the proposed sale of merchandise or commodities [desired] complies with other provisions of this Code. *If the Director finds that an applicant or licensee shall have misrepresented his affiliation or authority to represent any business house, or that the itinerant merchant or the business house he represents has admitted committing deceptive business practices or been convicted of or pled nolo contendere to charges of deceptive business practices in any jurisdiction or has failed to remit taxes or fees owed to the city, or that the itinerant merchant has failed to comply with any other provisions of this code with respect to the sale of merchandise or services, the Director shall withhold or revoke the license, and in the case of a revocation, the Director may summarily revoke the license so long as he provides the merchant with an opportunity for a hearing within twenty-four hours after the revocation.*

141-4. [The fee for an itinerant merchant's license shall be based on the number of days for which said license shall be issued and shall be at the rate of sixty dollars per day.] *The fee for a Class I license shall be: $25.00 per participating itinerant merchant per two weeks of show or exhibition or fraction thereof, payable at the time of application. The fee for a Class II license shall be: $25.00 per two weeks or fraction thereof, payable at the time of application.*

141-5. The owner, proprietor, or manager of any hotel, rooming house, lodging house, or store shall report [within six hours after renting,] to the *Director of Revenue* [Superintendent of Police] the name of any person who shall rent a room or other space for the sale and display of merchandise of an itinerant merchant [or transient vendor of merchandise], giving the location of the room so rented[.] *within six hours after renting.* [Any person failing so to notify the Superintendent of Police shall be fined not less than ten dollars nor more than fifty dollars for each offense, and each day that said owner, proprietor, or manager shall fail to so notify the Superintendent of Police of such renting shall be considered a separate and distinct offense.]

[141-7.] Any person violating any of the provisions of this chapter, where no specific penalty is provided, shall be fined not less than [fifty] *one hundred* dollars nor more than [two] *four* hundred dollars for each offense, and every day that a violation of this chapter shall continue shall constitute a separate and distinct offense.

SECTION 2. This ordinance shall take effect upon passage.

COMMITTEE ON LOCAL TRANSPORTATION.

ESTABLISHMENT OF TAXICAB STAND NUMBER 572 ON PORTION OF WEST MADISON STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, May 29, 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 May 13, 1987) for the establishment of Taxicab Stand No. 572 on W. Madison Street, along the south curb, from a point 56'5" west of the west building on LaSalle Street to a point 55'0" west thereof--3 vehicles, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 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, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, 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 572	On W. Madison Street, along the south curb from a point 56'5" west of the west building line of South LaSalle Street to a point 55'0 west thereof, 3 taxicabs.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading 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.

ESTABLISHMENT OF TAXICAB STAND NUMBER 476 ON PORTION OF SOUTH FRANKLIN STREET AMENDED.

The Committee on Local Transportation submitted the following report:

CHICAGO, May 29, 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 May 13, 1987) amending an ordinance passed by the City Council on October 3, 1973, page 6330 of the Journal of the Proceedings of said date, establishing Taxicab Stand No. 476 on --

S. Franklin Street along the west curb from a point 20 feet south of the south building line of W. Adams Street to a point 60 feet south thereof--3 vehicles,

by striking therefrom the words--

"from a point 20 feet south of the south building line of W. Adams to the point 60 feet south thereof--3 vehicles"

and inserting in lieu thereof

"from a point 196 feet south of W. Adams Street to a point 90 feet south thereof--4 vehicles"

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

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

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, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, D. Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, 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 an ordinance passed by the City Council October 3, 1973, page 6330 of the Journal of the Proceedings, establishing the following Taxicab Stand:

Stand 476	On S. Franklin Street along the west curb, from a point 20 feet south of the south building line of W. Adams Street to a point 60 feet south thereof, 3 vehicles

be and same is hereby amended by striking out therefrom the following language:

"from a point 20 feet south of the south building line of W. Adams Street to a point 60 feet south thereof, 3 vehicles"

and inserting in lieu thereof the following:

"from a point 196 feet south of West Adams Street, to a point 90 feet south thereof, 4 vehicles."

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

ESTABLISHMENT OF BUS STAND ON PORTION OF EAST CHICAGO AVENUE.

The Committee on Local Transportation submitted the following report:

CHICAGO, May 29, 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 May 13, 1987) for the establishment of a bus stand on East Chicago Avenue along the north curb from a point 420 feet east of the east property line of N. Michigan Avenue to a point 139 feet east thereof (for private benefit of the Chicago Motor Bus Co., 5601 N. Sheridan Road, Chicago), begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by the 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, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, 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 bus stand upon the following public way in the area indicated:

Public Way	Area
E. Chicago Ave. (north curb)	On E. Chicago Avenue, along the north curb, from a point 420 feet east of the east property line of N. Michigan Avenue to a point 139 feet east thereof. (For private benefit--Chicago Motor Bus Co.--5601 N. Sheridan Rd. Chgo.).

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

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

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

ESTABLISHMENT OF BUS STAND ON PORTION OF NORTH COLUMBUS DRIVE.

The Committee on Local Transportation submitted the following report:

CHICAGO, May 29, 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 May 13, 1987) for the establishment of a bus stand on North Columbus Drive (intermediate level) along the east curb from a point 35 feet south of the south property line of South Water Street to a point 150 feet south thereof, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by the 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, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, 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 bus stand upon the following public way in the area indicated:

Public Way	Area
North Columbus Drive (intermediate level) (east curb)	From a point 35 feet south of the south property line of South Water to a point 150 feet south thereof.

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

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this Chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred ($200.00) Dollars for each offense".

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

CHICAGO TRANSIT AUTHORITY REQUESTED TO GIVE CONSIDERATION TO INSTALLATION OF BUS PASSENGER SHELTERS AT SPECIFIED LOCATIONS.

The Committee on Local Transportation submitted the following report:

CHICAGO, May 29, 1987.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration proposed ordinances (which were referred on March 11 and May 13, 1987) for the construction of bus shelters within the public right-of-way of the City of Chicago at the following locations--

Street	At	Intersection	Direction	Ward
Roosevelt Road		Wolcott Avenue	Westbound	1
Stony Island Avenue		East 68th Street	Northbound	5
Fullerton Avenue		Kilbourn Avenue	Eastbound	30
Fullerton Avenue		Kilpatrick Avenue	Eastbound	30
Fullerton Avenue		Lavergne Avenue	Eastbound	30
Diversey Avenue		Springfield Avenue	Eastbound	35
Diversey Avenue		Natchez Avenue	Eastbound	36
Harlem Avenue		Belmont Avenue	Northbound	36
Clark Street		Albion Avenue	Southbound	50

begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinances, which are transmitted herewith.

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

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, 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 part of the ordinance):

East Roosevelt Road At South Wolcott Avenue.

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, Chicago Transit Authority has a bus stop where other means of shelter is not readily available; and

WHEREAS, The interval of time between buses was also a factor in this site selection; now, therefore,

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

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

Street	At	Intersection	Direction	Ward
Roosevelt		Wolcott	Westbound	1

SECTION 1a. The Chicago Transit Authority shall submit copies of Plans and Specifications to the City of Chicago, Department of Public Works, Bureau of Traffic Engineering & Operations for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Public Works, for work necessary to install and maintain the bus shelter.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus shelter.

SECTION 1d. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of the bus shelter.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

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

South Stony Island Avenue At East 68th Street.

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, Chicago Transit Authority has a bus stop where other means of shelter is not readily available; and

WHEREAS, The interval of time between buses was also a factor in this site selection; now, therefore,

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

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

Street	At	Intersection	Location	Ward
South Stony Island Avenue		South of East 68th Street	Northbound	5

SECTION 1a. The Chicago Transit Authority shall submit copies of Plans and Specifications to the City of Chicago, Department of Public Works, Bureau of Traffic Engineering & Operations for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Public Works, for work necessary to install and maintain the bus shelter.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus shelter.

SECTION 1d. The Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

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

West Fullerton Avenue At North Kilbourn Avenue.
West Fullerton Avenue At North Kilpatrick Avenue.
West Fullerton Avenue At North Lavergne Avenue.

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, Chicago Transit Authority has bus stops where other means of shelter is not readily available: and

WHEREAS, The interval of time between buses was also a factor in these site selections; now, therefore,

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

SECTION 1. That the construction of bus shelters at the following locations within the public right of way of the City of Chicago is hereby approved:

Street	At	Intersection	Direction	Ward
West Fullerton Avenue		North Kilbourn Avenue	Eastbound	30
West Fullerton Avenue		North Kilpatrick Avenue	Eastbound	30
West Fullerton Avenue		North Lavergne Avenue	Eastbound	30

SECTION 1a. The Chicago Transit Authority shall submit copies of Plans and Specifications to the City of Chicago, Department of Public Works, Bureau of Traffic Engineering and Operations for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Public Works, for work necessary to install and maintain the bus shelters.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus shelters.

SECTION 1d. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of the bus shelters.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelters at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

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

West Diversey Avenue At North Springfield Avenue.

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, Chicago Transit Authority has a bus stop where other means of shelter is not readily available; and

WHEREAS, The interval of time between buses was also a factor in this site selection; now, therefore,

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

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

Street	At	Intersection	Direction	Ward
West Diversey Avenue		North Springfield Avenue	Eastbound	35

SECTION 1a. The Chicago Transit Authority shall submit copies of Plans and Specifications to the City of Chicago, Department of Public Works, Bureau of Traffic Engineering and Operations for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Public Works, for work necessary to install and maintain the bus shelter.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus shelter.

SECTION 1d. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of the bus shelter.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

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

West Diversey Avenue At North Natchez Avenue.

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, Chicago Transit Authority has a bus stop where other means of shelter is not readily available; and

WHEREAS, The interval of the time between buses was also a factor in this site selection; now, therefore,

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

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

Street	At	Intersection	Location	Ward
West Diversey Avenue		North Natchez Avenue	Eastbound	36

SECTION 1a. The Chicago Transit Authority shall submit copies of Plans and Specifications to the City of Chicago, Department of Public Works, Bureau of Traffic Engineering & Operations for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Public Works for work necessary to install and maintain the bus shelter.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus shelter.

SECTION 1d. The Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

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

North Harlem Avenue At West Belmont Avenue.

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, Chicago Transit Authority has a bus stop where other means of shelter is not readily available; and

WHEREAS, The interval of the time between buses was also a factor in this site selection; now, therefore,

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

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

Street	At	Intersection	Location	Ward
Harlem Avenue		Belmont Avenue	Northbound	36

SECTION 1a. The Chicago Transit Authority shall submit copies of Plans and Specifications to the City of Chicago, Department of Public Works, Bureau of Traffic Engineering & Operations for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Public Works for work necessary to install and maintain the bus shelter.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus shelter.

SECTION 1d. The Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

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

North Clark Street At West Albion Avenue.

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, Chicago Transit Authority has a bus stop where other means of shelter is not readily available; and

WHEREAS, The interval of the time between buses was also a factor in this site selection; now, therefore,

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

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

Street	At	Intersection	Location	Ward
North Clark Street		West Albion Avenue	Southbound	50

SECTION 1a. The Chicago Transit Authority shall submit copies of Plans and Specifications to the City of Chicago, Department of Public Works, Bureau of Traffic Engineering & Operations for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Public Works for work necessary to install and maintain the bus shelter.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus shelter.

SECTION 1d. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of the bus shelter.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

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

COMMITTEE ON POLICE, FIRE AND MUNICIPAL INSTITUTIONS.

MUNICIPAL CODE CHAPTER 11, SECTION 11-5 AMENDED CONCERNING APPOINTMENT AND AUTHORITY OF SUPERINTENDENT OF POLICE.

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, May 27, 1987.

To the President and Members of the City Council:

Your Committee on Police and Fire and Municipal Institutions, meeting held on May 26, 1987, having had under consideration an ordinance authorizing the approval and execution of an amendment that Section 11-5 of the Municipal Code of Chicago is hereby amended by deleting the language in brackets and by adding the language in italics, (which was referred on May 13, 1987) begs leave to recommend that Your Honorable Body Pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 12 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) WILLIAM M. BEAVERS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, 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 11-5 of the Municipal Code of Chicago is hereby amended by deleting the language in brackets and by adding the language in italics, as follows:

11-5. The Superintendent of Police shall be the chief executive of the police department. He shall be appointed by the Mayor upon recommendation of the Police Board [and by] and with the advice and consent of the City Council [.] *and shall serve at the pleasure of the Mayor.* The Superintendent shall be responsible for the general management and control of the police department and shall have full and complete authority to administer the department in a manner consistent with the ordinances of the city, the laws of the state, and the rules and regulations of the police board.

[The Mayor may remove the Superintendent of Police appointed by him on any formal charge. Whenever he is of the opinion that the interests of the City demand removal, he shall report the reasons for the removal to the Council at a meeting to be held not less than five (5) nor more than ten (10) days after the removal. If the Mayor fails or refuses to report to the Council the reasons for the removal, or if the Council by two-thirds vote of all its members authorized by law to be elected, disapproves of the removal, the officer thereupon

shall be restored to the office from which he was removed. The vote shall be by yeas and nays, which shall be entered upon the Council's Journal. Upon restoration, the Superintendent of Police shall give a new bond and take a new oath of office. No Superintendent of Police shall be removed a second time for the same offense.]

SECTION 2. This ordinance shall become effective upon passage and approval.

MAYOR'S REAPPOINTMENT OF MR. ARTHUR J. SMITH AS MEMBER OF CHICAGO POLICE BOARD.

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, May 27, 1987.

To the President and Members of the City Council:

Your Committee on Police, Fire and Municipal Institutions, meeting held on May 26, 1987, having under consideration a reappointment of Arthur J. Smith as a member of the Chicago Police Board for a 5 year term (which was referred on May 13, 1987) begs leave to recommend that Your Honorable Body *Pass* the said reappointment, which is transmitted herewith.

This recommendation was concurred in by 12 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and said reappointment of Mr. Arthur J. Smith as a member of the Chicago Police Board was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

COMMITTEE ON SPECIAL EVENTS AND CULTURAL AFFAIRS.

Action Deferred -- EXECUTION OF INTERGOVERNMENTAL COOPERATION AGREEMENT WITH CHICAGO PARK DISTRICT FOR 1987 "TASTE OF CHICAGO".

The Committee on Special Events and Cultural Affairs submitted the following report, which was, on motion of Alderman Vrdolyak and Alderman Huels, *Deferred* and ordered published:

CHICAGO, June 5, 1987.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration an Intergovernmental Cooperation Agreement with the Chicago Park District relating to the 1987 Taste of Chicago (which was referred on May 13, 1987) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which was transmitted herewith.

This recommendation was concurred in by 5 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) LUIS V. GUTIERREZ,
Chairman.

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

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

SECTION 1. The Mayor of the City of Chicago is authorized to enter into and to execute on behalf of the City of Chicago, subject to the approval of the Comptroller and of the Corporation Counsel as to form and legality, an Intergovernmental Cooperation Agreement with the Chicago Park District relating to the 1987 Taste of Chicago, such agreement to be in substantially that form attached hereto as "Exhibit A."

SECTION 2. This ordinance shall become effective immediately upon passage.

Exhibits A, B, and C attached to this ordinance read as follows:

"Exhibit A".

Intergovernmental Cooperation Agreement.

This Agreement made as of the _____ day of _____, 1987, by and between the City of Chicago, a municipal corporation and a home rule unit of government under Article VII of the Constitution of the State of Illinois (the "City") and the Chicago Park District, a body politic and corporate, duly organized and existing under the laws of the State of Illinois (Ill. Rev. Stat., Ch. 105 333.1 *et seq.* (the "Park District").

Recitals:

Whereas, the City intends to produce a festival called "Taste of Chicago", providing for the sale of food, beverages, and souvenirs in conjunction with entertainment, to be held from, Sunday, June 28, 1987, through Sunday, July 5, 1987, inclusive (the "Festival"); and

Whereas, the City desires to use certain areas located within Grant Park in connection with the production of the Festival; and

Whereas, the Park District has title to, exercises control over, and supervises the operation of Grant Park; and

Whereas, the City requires the Park District's permission and cooperation to locate any part of the Festival on or within Grant Park; and

Whereas, the Park District is ready, willing and able to give permission and co-operation for the City's use of Grant Park in connection with the Festival, subject to the terms and conditions contained herein; and

Whereas, agreements for intergovernmental co-operation are authorized under Chapter 27, ¶741 *et seq.* of the Illinois Revised Statutes;

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

Section 1. The above recitals are expressly incorporated hereby and made a part of this Agreement as though fully set forth herein.

Section 2. The City.

2.01 The City shall have the right to place those parts of its Festival on or within Grant Park in that manner and on those areas as described in the site layout map attached hereto as "Exhibit A" and incorporated herein by reference, subject only to those terms and conditions imposed by the Park District on the use of Park District property as described by those guidelines attached hereto as "Exhibit B" and incorporated herein by reference.

2.02 The City of Chicago shall, during the preparation, production and conclusion of the Festival, close those streets, boulevards, or thoroughfares or shall otherwise redirect the flow of vehiclular traffic in that manner and at those times as set forth in the list attached hereto as "Exhibit C" and incorporated herein by reference.

2.03 The City shall be permitted to locate those vendors for the purpose of preparing and/or selling food, beverages, or souvenirs in that manner and on those areas as indicated on the site layout map attached hereto as "Exhibit A".

2.04 The City shall contribute Sixty Thousand and No/100 Dollars ($60,000.00) to the Park District Grant Park Symphony to underwrite three concerts, to wit "Pop Music" on Tuesday, June 30, 1987; "Dance Under the Stars" on Wednesday, July 1, 1987; and the "Third of July" on Friday, July 3, 1987.

2.05 The City shall clean, maintain and restore those areas of Grant Park it used for the Festival as described on the aforesaid "Exhibit A" to a condition which shall be no less than that which existed in such areas on the first date the City took control thereof under the terms of this Agreement. The City and the Park District shall appoint persons responsible for inspecting the Festival areas on such date in order to assess the condition of the areas at that time. The City shall be responsible for providing adequate waste receptacles and cleaning and maintaining those-Festival areas within Grant Park on a daily basis during the set-up for and production of the Festival.

2.06 The City shall provide space for those Park District vendors designated by the Park District to participate in the Festival. Such participation shall be subject to the terms and conditions of those contracts or agreements such vendors have with the Park District; provided that the Park District shall ensure that its vendors shall, for the duration of the Festival, comply with those policies and guidelines established by the City for any and all vendors participating in the Festival. Participation by Park District vendors in the Festival shall be limited to a physical inclusion within the boundaries of the Festival only and shall not give rise to or create any rights, obligations, duties or legal relationships by or between the City, the Park District or the Park District vendors in addition to those validly existing at law at the time of the execution of this Agreement.

2.07 The City shall appoint a "General Manager" for the Festival who shall constitute the party having direct authority of the production of the Festival, subject only to the authority over the Taste of Chicago, Management Committee authorized by an ordinance passed by the City Council of the City of Chicago on April 1, 1987. (C.J.P. p. 40954), and who shall have final authority on-site during the Festival.

2.08 The City shall obtain a blanket public liability insurance policy covering the Festival in the amount of One Million and No/100 Dollars ($1,000,000.00), naming the Park District, *inter alia*, as an additional insured. Further, the City of Chicago shall indemnify, defend, keep and save harmless the Park District, its officials and employees, against all injuries, death, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses which may accrue against such parties as a consequence of the granting or performing of any or all provisions of this Agreement, except for those claims arising from those activities for which the Park District has principal responsibility, including without limitation those Park District vendors participating in the event.

2.09 The City shall comply with all applicable federal, state and local laws, rules, regulations and executive orders and, further, shall obtain or cause to be obtained all necessary permits or licenses, if any.

Section 3. The Park District.

3.01 The Park District does hereby grant the City the right to place those parts of its Festival on and within Grant Park in that manner and on those areas as described on the site layout map attached hereto as "Exhibit A" and incorporated herein by reference, subject only to those terms and conditions imposed by the Park District on the use of Park District property as described by those guidelines attached hereto as "Exhibit B" and incorporated herein by reference.

3.02 The Park District shall ensure that those areas of Grant Park in use by the Festival shall remain open to the public until 11:00 P.M. on Friday, July 3, 1987.

3.03 The Park District shall ensure that Grant Park is in a clean, sightly, sanitary and safe condition on the first date that the City commences to set-up the Festival, subject only to those items disclosed during that inspection conducted in accordance with Section 2.05 hereof. Thereafter, the Park District shall continue to clean and maintain all areas of Grant Park which are not designated Festival areas in use by the City in no less than the usual and normal manner and at such times as the Park District otherwise would if the Festival were not in progress. Upon the conclusion of the Festival, the Park District shall be responsible for any and all restoration in excess of that required of the City by Section 2.05 hereof.

3.04 The Park District shall no less than ten (10) business days after the execution of this Agreement provide the City with a list of vendors authorized to operate in Grant Park together with a list of the locations authorized for such vendors. The Park District shall supervise its vendors in order to ensure that the activities of those vendors do not conflict or otherwise interfere with the operation of the Festival. The Park District shall assist the City by preventing unauthorized vendors from operating on Park District property during the Festival.

3.05 The Park District agrees to grant any and all licenses or permits required for the Festival, upon proper application and payment of fees, if any, therefor, and not to withhold unreasonably its approval for same.

3.06 The Park District shall appoint an individual responsible for the on-site management of Park District activities and co-ordination with the City during the Festival. Such person shall be empowered with the authority for the performance of any actions required of the Park District by this Agreement. Such person shall further be available to the City during all hours the Festival is in operation. The Park District does hereby authorize its Executive Vice President, to be a member of the Taste of Chicago Management Committee.

Section 4. Special Conditions.

4.01 The term of this Agreement shall be for the 1987 Taste of Chicago only, its preparation, operation and conclusion.

4.02 The parties agree that this Agreement is one of intergovernmental co- operation only and that nothing herein contained is intended or should be construed as in any way

creating or establishing the relationship of partners or joint venturers between the City and the Park District, or as constituting either party as an agent, representative or employee for the other for any purpose or in any manner whatsoever.

4.03 Subject only to those terms and conditions expressly stated herein, the City shall have the sole and exclusive authority for the final determination of any and all aspects of the Festival's production and operation.

Section 5. General Conditions.

5.01 Whole Agreement.

This Agreement and any exhibits hereto shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other inferences shall be implied or impressed upon this Agreement that are not expressly addressed herein. In the event that there exists any conflict between or among the exhibits and this Agreement, the terms of the Agreement shall be controlling.

5.02 Counterparts.

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

5.03 Modifications and Amendments.

No changes, amendments, modifications, cancellation or discharge of this Agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

5.04 Interpretation.

Any headings of this Agreement are for convenience of reference only and do not define or limit the provision thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the content shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this Agreement. In the event of any conflict between this Agreement and any exhibits hereto, the terms of the Agreement shall be deemed to control.

5.05 Severability.

If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, municipal ordinance, rule of law or public policy, or for any other reasons, such circumstances shall not have the effect of rendering the provision in

question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

5.06 Conflict Of Interest.

(a) No member of the governing body of the City of Chicago, or the Park District, and no other officer, employee, or agent of the City of Chicago or the Park District who exercises any decision-making authority with regard to this Agreement or any governmental functions or responsibilities in relation to the production of the Festival to which this Agreement pertains, shall have any personal financial interest, direct or indirect, in this Agreement.

(b) No member of, or delegate to, the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit to arise herefrom, if said Agreement and the Festival to which the Agreement pertains, is funded, in whole or in part, directly or indirectly, by the federal government.

(c) The conflict of interest provisions of Executive Order No. 86-1 of the City of Chicago are hereby incorporated by reference. The City shall provide the Park District with a copy of the Executive Order upon request.

Section 6. Notices.

Any notice required or permitted to be given hereunder shall be in writing, and the mailing thereof by certified mail, return receipt requested, to the respective addresses of the parties set forth below, or to such other place as any party hereto may, by notice in writing, designate for itself, shall constitute service of notice hereunder two (2) business days after the mailing thereof:

If to the City:	Mayor's Office of Special Events City Hall, Room 703 121 North LaSalle Street Chicago, Illinois 60602 Attention: Lois Weisberg, Director
With copy to:	Office of the Corporation Counsel City Hall, Room 511 121 North LaSalle Street Chicago, Illinois 60602 Attention: Virginia A. Smith, Assistant Corporation Counsel
If to the Park District:	Chicago Park District 425 East McFetridge Chicago, Illinois 60605 Attention: _____

With copy to:

Law Department
Chicago Park District
425 East McFetridge
Chicago, Illinois 60605
Attention: George Galland,
General Attorney

Any such notice may be served by personal delivery thereof, which delivery shall constitute service of notice hereunder on the date of such delivery.

Section 7. Authority.

7.01 The City of Chicago Fund chargeable shall be 356, and is subject to the availability of funds therein contained.

7.02 Execution of this Agreement by the City is authorized by an ordinance passed by the City Council of the City of Chicago on _____, a certified copy of which is attached hereto as "Exhibit D" and incorporated by reference herein. (C.J.P., p.____).

7.03 Execution of this Agreement by the Park District is authorized by a resolution passed by its Board of Directors on _____, a certified copy of which is attached hereto as "Exhibit E" and incorporated by reference herein.

In Witness Whereof, the parties have caused this Agreement to be executed as of the date first written hereinabove.

[Signature forms omitted for printing purposes.]

[Taste of Chicago 1987 Map (Exhibit A) printed on page 1174 of this Journal.]

"Exhibit B."

Chicago Park District Guidelines--1987 Taste of Chicago.

In an attempt to minimize the damage to Grant Park that an event such as Taste of Chicago can inflict, the Chicago Park District establishes the following guidelines:

1) Conistent with Exhibit A, it is understood and agreed that the City of Chicago will locate only the following functions and/or facilities within Grant Park during the Taste of Chicago event:

a) 12 radio stations;

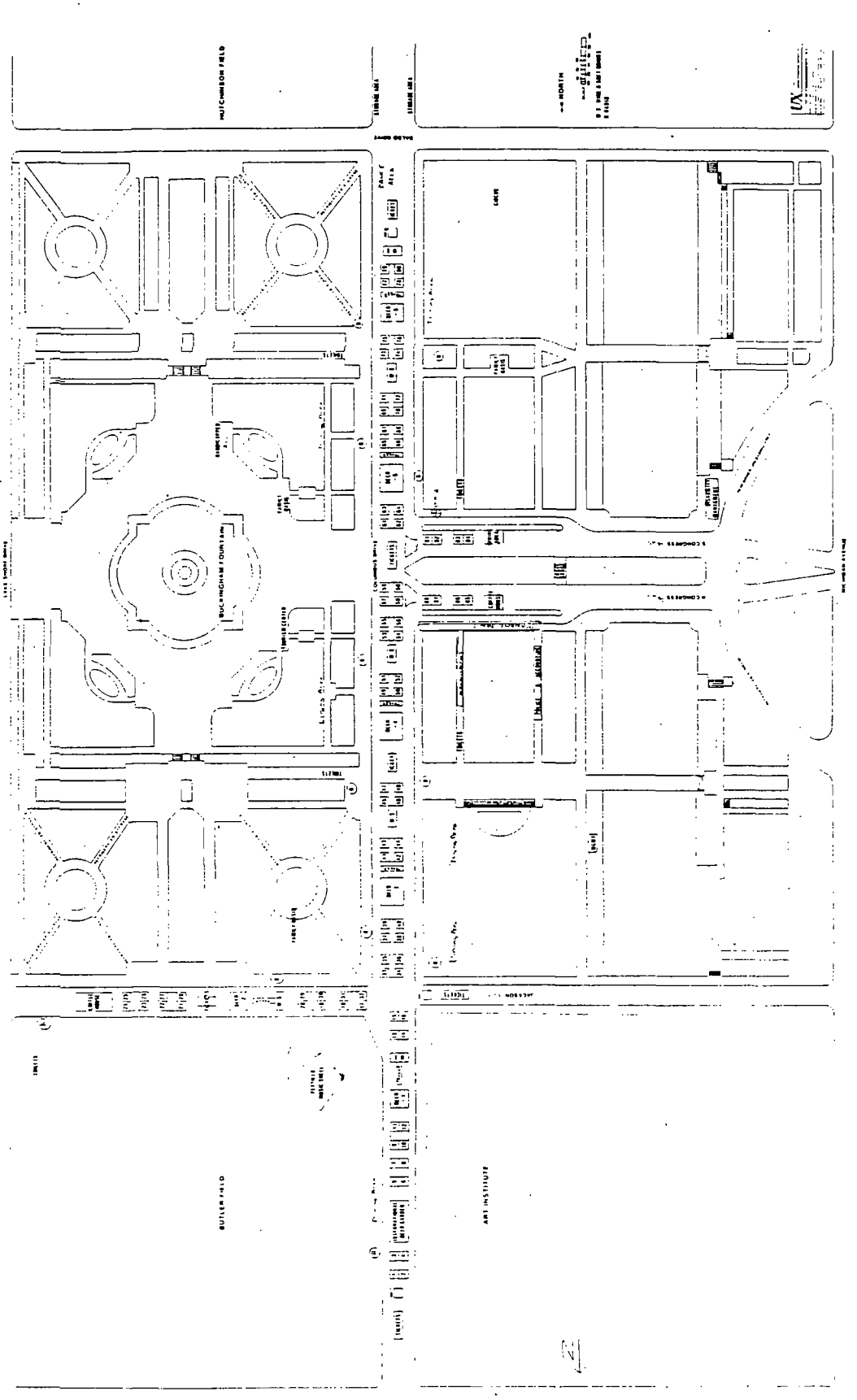
b) 6 dining/picnic areas;

c) 4 toilet facilities;

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d) 3 family oases;

e) 9 refrigerated storage areas;

f) 1 handicapped area;

g) 4 management locations--1) overall event coordination; 2) electrical and wiring management; 3) police and cash accounting functions; and 4) aging and disability management.

All other support functions and facilities pertaining to the event shall be located in those areas under the jurisdiction of the City. Any additional functions and facilities that are proposed to be located in Grant Park require the approval of the designated Park District "On-Site Manager" for the Taste of Chicago Event.

2) It is understood and agreed that the Chicago Park District has jurisdiction over the sidewalks in Grant Park.

3) It is understood and agreed that the City of Chicago will provide snow fencing around both sides of the ornamental hedge rows bordering the refrigerator storage areas specified in Exhibit A in an attempt to minimize damage to plant life in these areas.

4) It is understood and agreed that no stakes shall be placed in the fountain table area surrounding the Buckingham Fountain. All tents and structures placed in the table area surrounding the Buckingham Fountain shall be free standing and shall in no way damage the fountain table.

5) It is understood and agreed that the radio stations and the setting up and operation of the event shall in no way interfere with the rehearsals and performances at the James C. Petrillo Bandshell. The City of Chicago's "General Manager" and the Park District's "On-Site Manager" will be the final arbiters in determining and defining what constitutes interference. In particular, the Taste of Chicago management team will coordinate work schedules to accommodate the following rehearsal and performance times at the Bandshell:

Friday, June 26th--11:00 A.M.--1:30 P.M.
4:30 P.M.--7:00 P.M.

Saturday, June 27th--11:00 A.M.--1:45 P.M.
5:30 P.M.--10:15 P.M.

6) It is understood and agreed that all vehicles are forbidden to park or drive across parkland. The only exceptions that will be made are in the following areas:

a) accessing and using those areas designated as refrigerated storage in Exhibit A;

b) accessing and using those areas designated as management areas in Exhibit A;

c) accessing and using the path that runs north and south just east of the Illinois Central Railroad train.

7) It is understood and agreed that the Park District retains exclusive control over the operations of the duly authorized concessionaire in Grant Park.

"Exhibit C."

Street Closings.

1. Close Columbus from Monroe to Balbo, entire street, Friday June 19, 7:00 P.M. until Saturday, June 20, 10:00 A.M. This closure is for tent location marking and stake drilling.

2. Close Congress from Michigan to Columbus, entire street, Friday, June 19, 7:00 A.M. until Saturday, June 20, 10:00 A.M. This closure is for the location marking and stake drilling.

3. Close Jackson from Michigan to Lake Shore Drive, entire street, Monday, June 22, 7:00 P.M. until Tuesday, June 23, 6:00 A.M. This closure is for tent location marking and stake drilling.

4. Close Columbus from Monroe to Balbo, entire street, Thursday, June 25, after P.M. rush (7:00 P.M.). Reopen on Monday, July 6, before P.M. rush (4:00 P.M.). This closure is for the operation of the event.

5. Close Congress from Michigan to Columbus, entire street, Thursday, June 25, after P.M. rush (7:00 P.M.). Reopen on Monday, July 6, before P.M. rush (4:00 P.M.). This closure is for operation of the event.

6. Close Jackson from Michigan Avenue to Lake Shore Drive, entire street, Thursday, June 25, after P.M. rush (7:00 P.M.). Reopen Monday, July 6, before P.M. rush (4:00 P.M.). This closure is for operation of the event.

COMMITTEE ON STREETS AND ALLEYS.

APPROVAL GIVEN FOR GRANTS OF PRIVILEGE FOR SIDEWALK CAFES IN PUBLIC WAYS.

The Committee on Streets and Alleys, to which had been referred June 5, 1987, eight proposed ordinances for grants of privilege for sidewalk cafes in public ways, submitted

separate reports recommending that the City Council pass said proposed ordinances which were transmitted therewith.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, 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):

Blackie's.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

Blackie's, 755 South Clark Street, 160 square feet total area, Monday through Saturday, 8:00 A.M. to 3:30 P.M., Compensation: $224.00.

Authority for the above named privilege is herein given and granted from date of passage of this ordinance to, and including, November 1, 1987.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until

the structures and appliances herein authorized are removed and the public way is restored as herein required.

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

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

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the

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

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

Cafe Selmarie.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

> Cafe Selmarie, 2327 West Giddings Street, 146 square feet total area, Tuesday through Sunday, 10:00 A.M. to 10:00 P.M., Compensation: $99.00.

Authority for the above named privilege is herein given and granted from date of passage of this ordinance to, and including, November 1, 1987.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

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

the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

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

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

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

Eadie's Kitchen And Market.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

Eadie's Kitchen and Market, 20 North Michigan Avenue, 144 square feet total area, Monday through Friday, 8:00 A.M. to 6:00 P.M., Compensation: $559.00.

Authority for the above named privilege is herein given and granted from date of passage of this ordinance to, and including, November 1, 1987.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

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

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

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

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

Far East Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

Far East Restaurant, 510 West Diversey, 262 square feet total area, Sunday through Saturday, 11:00 A.M. to 10:00 P.M., Compensation: $367.00.

Authority for the above named privilege is herein given and granted from date of passage of this ordinance to, and including, November 1, 1987.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

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

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles

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

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

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

La Siesta Restaurant

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee upon the terms and subject to the conditions of this ordinance, to occupy a

portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

La Siesta Restaurant, 2701 North Halsted Street, 338 square feet total area, Sunday through Saturday, 12:00 Noon to 10:00 P.M., Compensation: $473.00.

Authority for the above named privilege is herein given and granted from date of passage of this ordinance to, and including, November 1, 1987.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

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

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

company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Consumer Services no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

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

SECTION 6. This ordinance shall take effect and be in force from and after its passage: provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

Pearson's Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

Pearson's Restaurant, 829 North State Street, 1200 square feet total area, Sunday through Saturday, 8:00 A.M. to 11:00 P.M., Compensation: $2,160.00.

Authority for the above named privilege is herein given and granted from the date of passage of this ordinance to, and including, November 1, 1987.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

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

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

liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Consumer Services no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

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

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

Scoozi.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

Scoozi, 410 West Huron Street, 780 square feet total area, Monday through Saturday, 5:00 P.M. to 11:00 P.M., Sunday, 4:00 P.M. to 11:00 P.M., Compensation: $530.00.

Authority for the above named privilege is herein given and granted from date of passage of this ordinance to, and including, November 1, 1987.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of Consumer Services. The grantee shall keep that portion of the public way under said privilege in good condition and

repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

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

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

the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

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

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

Superior Street Cafe.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

Superior Street Cafe, 311 West Superior Street, 400 square feet total area, Monday through Saturday, 11:00 A.M. to 9:00 P.M., Compensation: $272.00.

Authority for the above named privilege is herein given and granted from date of passage of this ordinance to, and including, November 1, 1987.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the

premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

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

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

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of

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

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

APPROVAL GIVEN FOR GRANTS OF PRIVILEGE IN PUBLIC WAYS.

The Committee on Streets and Alleys, to which had been referred November 6, and December 11, 1985, April 9, May 14, June 25, August 28, October 30, and November 24, 1986, eleven proposed ordinances for grants of privilege in public ways, submitted separate reports recommending that the City Council pass said proposed ordinances which were transmitted therewith.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, 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):

Samella Alexander.

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

SECTION 1. Permission and authority are hereby granted, upon the terms and subject to the conditions of this ordinance, to Samella Alexander to occupy a portion of the public right-of-way for the purpose of maintaining an ice cream stand. Said occupation of space shall be twenty (20) feet long and six (6) feet wide for a total of one hundred twenty (120) square feet and be located adjacent the premises at 735 West Maxwell Street. Authority herein granted shall exist for a period of five (5) years from and after date of passage of this ordinance.

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

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

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

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

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

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

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

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

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

CF Chicago FM, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to CF Chicago FM, Inc., upon the terms and subject to the conditions of this ordinance to contruct, maintain, and use vaulted sidewalk space adjacent to its property located at 300 W. Monroe Street. Said vaulted space to be used as transformer access shall exist under and along the Franklin Street property lines of 300 W. Monroe for a distance of seventeen (17) feet in length, at a width of twelve (12) feet, a total of 204 square feet, and at an approximate depth of thirteen (13) feet. Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Hundred Ninety and no/100 Dollars ($490.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles

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

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

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

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

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

Coines Restaurant Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to Coines Restaurant Corporation upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed vaulted sidewalk space adjacent to 179 West Washington Street. Said vaulted space shall run under West Washington Street approximately forty (40) feet in length, thirteen (13) feet in width and at a depth of ten (10) feet. Authority herein granted for a period of five (5) years from and after November 14, 1985.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Forty and no/100 Dollars ($1,040.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and

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

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

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

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

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

Jaymont Properties, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to Jaymont Properties, Inc., upon the terms and subject to the conditions of this ordinance to construct, maintain and use vaulted sidewalk space, balconies and roof soffit adjacent premises at 303 West Madison Street as follows:

Franklin Street

Vault	Approximate length shall be one hundred two (102) feet, width eleven (11) feet and depth thirteen (13) feet.
Balcony	Approximately two (2) feet ten (10) inches from property line for a length of sixty (60) feet on the 24th floor.

Madison Street

Vault	Approximate length shall be sixty-four (64) feet, width fifteen (15) feet and depth thirteen (13) feet.
Balcony	Approximately two (2) feet from the property line for a length of thirty (30) feet on the 26th floor.
Roof Soffit	Extends over the public way one (1) foot two (2) inches for the full length of the north face of the building.

Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Five Thousand Three Hundred Ninety-five and no/100 Dollars ($5,395.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued

maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

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

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

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

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

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

LaSalle National Bank And Trust, U/T 110339.

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

SECTION 1. Permission and authority are hereby given and granted to LaSalle National Bank and Trust U/T 110339, upon the terms and subject to the conditions of this ordinance to construct, maintain and use a loading dock, exit stairway and vault in the public right-of-way just north of the Chicago River at lower level Dearborn Street, under the viaduct between bridge and street abutments adjacent to premises at lower North Dearborn and the Chicago River as follows:

Loading Dock -	Eighty-four (84) feet in length by ten (10) feet in width.
Exit Stairway -	Seventeen (17) feet by eight (8) feet.
Vault -	Twenty-two (22) feet in length, fourteen (14) feet in width, sixteen (16) feet in depth.

Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Public Works. The grantee shall keep that portion of the public way

over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Five Thousand Two Hundred Ninety-nine and no/100 Dollars ($5,299.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

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

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

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

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

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

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

LaSalle National Bank, As Trustee
U/T 110441.

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

SECTION 1. Permission and authority are hereby given and granted to LaSalle National Bank, as Trustee U/T 110441, upon the terms and subject to the conditions of this ordinance to install, maintain and use a 3-manhole grease separator in the public right-of-way adjacent to its property located at 175 North State Street. Said grease trap shall be located in the public way of North State Street approximately ninety-six feet (96') south of the West Lake Street curb line. Dimensions of said grease separator shall be ten feet (10') in length, five feet (5') in width, and eight feet six inches (8'6") in depth for a total of fifty (50) square feet. Each manhole cover shall be two feet (2') in diameter. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after date of passage of this ordinance.

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

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

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

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

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

The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

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

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

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

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

McDermott Foundation.

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

SECTION 1. Permission and authority are hereby given and granted to the McDermott Foundation upon the terms and subject to the conditions of this ordinance to construct, maintain and use sub-surface space (vault) at the southeast corner of West Washington Boulevard and Sangamon Street adjacent to the premises at 932 West Washington Boulevard, one hundred fifteen (115) feet in length north of Washington property line and eleven (11) feet east of Sangamon property line, a total of twelve hundred sixty-five (1265) square feet, extending 7 feet below grade. Vault to contain one (1) gas line six (6) inches in diameter and one (1) telephone conduit three and one half (3 1/2) inches in diameter.

Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

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

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

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

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

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

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

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

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

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

McDonald's Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to McDonald's Corp., upon the terms and subject to the conditions of this ordinance, to construct, maintain, and use vaulted sidewalk space adjacent to its property located at 105 W.

Madison Street. Said vaulted space shall exist under and along the Madison Street and Clark Street property line of 105 W. Madison and described as follows:

Madison Street--one hundred twenty-six (126) feet in length, twelve and one half (12-1/2) feet in width and seventeen (17) feet eight (8) inches in depth.

Clark Street-- forty-five (45) feet in length, fourteen and one half (14-1/2) feet in width and seventeen (17) feet eight (8) in inches in depth.

Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Eight Thousand Nine Hundred Ten and no/100 Dollars ($8,910.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages

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

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

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

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

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

Northwestern University.

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

SECTION 1. Permission and authority are hereby given and granted to Northwestern University upon the terms and subject to the conditions of this ordinance to:

1. Maintain and use as now constructed a tunnel carrying a twelve (12) duct conduit under and across E. Superior Street three hundred fifty (350) feet east of the east line of N. Fairbanks Court, measured on the north line of E. Superior Street. Said tunnel shall not exceed fourteen (14) feet in width between curb and building lines nor eleven (11) feet in width underneath the public street and not more than six (6) feet in height.

2. Maintain and use as now constructed a utility service tunnel, used for the purpose of steam distribution, beginning two hundred fifty (250) feet east of the east line of Fairbanks Court and proceeding easterly on the south side of E. Superior Street, and connecting with the existing tunnel running under and across E. Superior Street at a point three hundred ninety-seven (397) feet east of the east line of Fairbanks Court, and continuing into the tunnel running north from the north line of E. Superior Street into Abbott Hall. Said tunnel not to exceed an average of nine (9) feet eight (8) inches in height and eight (8) feet in width, outside dimensions, throughout its entire length along the southerly side of E. Superior Street and twelve (12) feet in width, outside dimensions, under and across E. Superior Street. The portion of said utility service tunnel running easterly on the south side of E. Superior Street to contain the following conduits:

one (1) eight (8) inch steam line

one (1) six (6) inch steam line

one (1) twelve (12) inch steam line

three (3) four (4) inch condensate lines

one (1) six (6) inch Fire Department hook-up water main.

Portion of said tunnel running under and across E. Superior Street to contain the following conduits:

one (1) three (3) inch steam line

one (1) five (5) inch steam line

one (1) six (6) inch steam line

two (2) four (4) inch condensate lines

one (1) three (3) inch condensate line

one (1) one and one quarter (1-1/4) condensate line

one (1) eight (8) inch Fire Department hook-up water main.

3. To maintain and use as now constructed two (2) steam pipes and a four (4) duct low voltage communications conduit system. Said pipes and conduit system are encased in a fifteen (15) inch by fifteen (15) inch concrete sheath, and enters existing tunnel under the sidewalk on the south side of E. Superior Street from an existing tunnel under and across E. Superior Street, at a point approximately seven hundred fifty-three (753) feet west of the west line of N. Lake Shore Drive, thence in an easterly direction in said existing tunnel to a manhole, a distance of approximately two hundred forty-five (245) feet to the second manhole, thence in a southerly direction into private property at a point two hundred sixty-three (263) feet west of west line of N. Lake Shore Drive.

4. To maintain and use as now constructed a manhole, also four (4) transite korducts encased in concrete under the parkway. Said transite korducts commence at a point three hundred fifty (350) feet east of the east line of N. Fairbanks Court and eighteen (18) feet south of the north line of E. Superior Street.

5. To maintain and use as now constructed one armored communications cable containing twenty-six (26) pairs of low voltage communication lines used for audio alarm. The cable connects the garage at 237 E. Huron Street with the building at 240 E. Huron Street. Said cable is attached to a 3/16 inch steel guy cable and extends over and across E. Huron Street at the aforementioned points running a distance of seventy- six (76) feet at a height of not less than thirty-four (34) feet above street grade.

6. To maintain and use as now constructed one nine hundred (900) pair and coaxial telephone communications cable. The purpose of said cable is to connect the 8 story Health Sciences Building at 240 E. Huron Street with the seven (7) story building at 259 E. Erie Street. Said cable will be attached to a one-half (1/2) inch steel guy cable and will extend over and across E. Huron Street for a distance of seventy-six (76) feet above street grade. Said cable will extend over and across E. Erie Street for a total distance of one hundred sixty (160) feet at a height of not less than forty (40) feet above street grade.

7. To maintain and use as now constructed an underground audio-video cable connecting the American Hospital Association building located at 840 N. Lake Shore Drive with the Mayer building located at 357 E. Chicago Avenue. Said cable will cross the eighty (80) foot right-of-way of E. Pearson Street, enter Lake Shore Park, and then cross the one hundred (100) foot right-of-way of E. Chicago Avenue. In addition, said cable shall be installed under the public way on the south side of E. Superior Street, running for a distance of one hundred and seventy-five (175) feet adjacent to the entrance of the Passavant building located at 303 E. Superior Street. Also to install additional audio-video cable in public

alley in rear of 212--216 E. Superior Street. Said cable shall run a distance of 33 feet and connect the two buildings.

Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Seven Thousand Nineteen and no/100 Dollars ($7,019.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

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

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

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

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

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

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

Water Saver Faucet Company.

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

SECTION 1. Permission and authority are hereby given and granted to Water Saver Faucet Company, upon the terms and subject to the conditions of this ordinance to construct, maintain and use vaulted sidewalk space adjacent to its property located at 51--55 East Randolph Street and 143 North Wabash Avenue. Said vaulted space shall exist under and along the Randolph Street and Wabash Street property lines as follows:

East Randolph Street--vaulted space shall run for a total distance of one hundred three point four (103.4) feet, at a width of sixteen (16) feet, and at an approximate depth of ten (10) feet.

North Wabash Avenue--vaulted space shall run for a distance of forty-eight (48) feet, at a width of twenty-one (21) feet and at an approximate depth of ten (10) feet.

Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Thousand Two Hundred Sixty-one and no/100 Dollars ($4,261.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

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

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

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

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

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

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

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10 North Dearborn Venture.

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

SECTION 1. Permission and authority are hereby given and granted to 10 North Dearborn Venture, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed vaulted sidewalk space adjacent to the premises at 10 North Dearborn Street. Said vaulted area shall exist under and along North Dearborn Street approximately ninety-two (92) feet in length and fourteen (14) feet six (6) inches in width at widest point; authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Thousand One Hundred and no/100 Dollars ($3,100.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

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

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

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

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

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

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

APPROVAL GIVEN FOR GRANTS OF PRIVILEGE IN PUBLIC WAYS (CANOPIES).

The Committee on Streets and Alleys, to which had been referred on April 16, and June 6, 1986, two proposed orders for grants of privilege in public ways, submitted separate reports recommending that the City Council pass the said proposed orders transmitted therewith.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

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

The Gap, Incorporated: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to The Gap, Inc., to construct, maintain and use a canopy over the public right of way in North Wabash Avenue attached to the building or structure located at 137 North Wabash Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of

Fire Prevention, said canopy not to exceed 28 feet in length, nor 4 feet in width: upon the filing of the acceptance and bond and payment of Fifty-three and no/100 Dollars ($53.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

F.M.W. Enterprises, Limited: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to F.M.W. Enterprises Ltd., to construct, maintain and use a canopy over the public right of way in South State Street attached to the building or structure located at 332 South State Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 8 feet in length, nor 11 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars ($50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

PUBLIC ALLEY VACATED IN AREA BOUNDED BY WEST BLOOMINGDALE AVENUE, WEST WABANSIA AVENUE, NORTH HONORE STREET AND NORTH WOOD STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the north-south 24-foot public alley lying west of the west line of Lot 5; lying east of the east line of Lot 6; lying south of a line drawn from the northwest corner of Lot 5 to the northeast corner of Lot 6; and lying north of a line drawn from the southwest corner of Lot 5 to the southeast corner of Lot 6 all in

E. R. Smith's Subdivision in Sheffield's Addition being the W. 1/2 of the S. 1/2 of the S. E. 1/4 of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian;

said part of public alley herein vacated being further described as the north 80 feet of the north-south 24-foot public alley in the block bounded by W. Bloomingdale Avenue, W. Wabansia Avenue, N. Honore Street and N. Wood Street colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, Illinois Bell Telephone Company and Group "W" Cable T.V. their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over and along all that part of the public alley herein vacated, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Chicago Title and Trust Company, as Trustee, Trust No. 1086969 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of Four Thousand Three Hundred and no/100 Dollars ($4,300.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Chicago Title and Trust Company, as Trustee, Trust No. 1086969 shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on page 1221 of this Journal.]

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

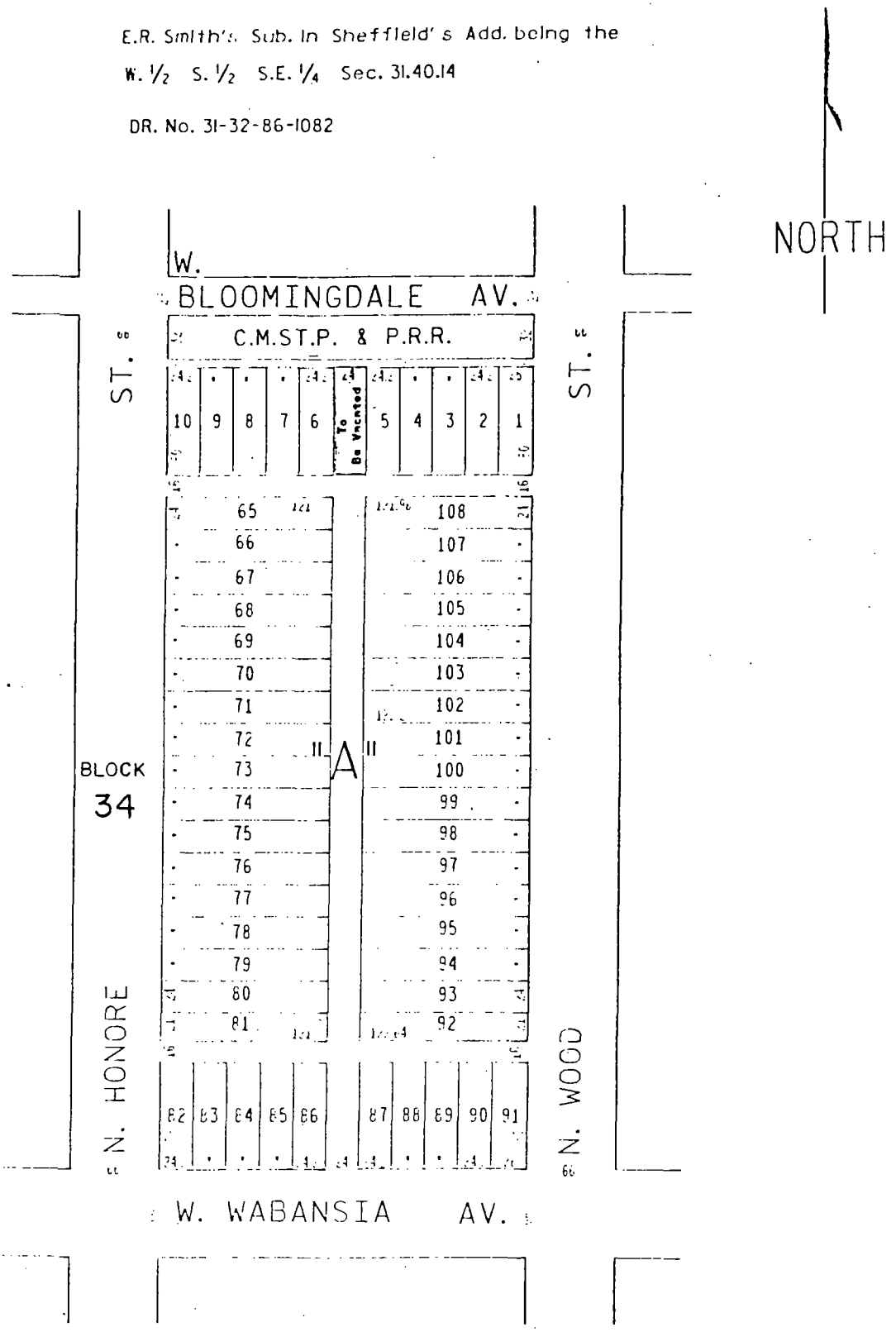
Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

(Continued on page 1222)

"A"

E.R. Smith's Sub. In Sheffield's Add. being the W. 1/2 S. 1/2 S.E. 1/4 Sec. 31.40.14

DR. No. 31-32-86-1082



(Continued from page 1220)

Nays -- None.

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

PUBLIC ALLEY VACATED IN AREA BOUNDED BY NORTH LINCOLN AVENUE, NORTH SHEFFIELD AVENUE AND WEST ALTGELD STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of parts of public alleys described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the northwesterly-southeasterly 14-foot public alley lying northeasterly of that part of Lot 6 in the Subdivision of Block 16 in Canal Trustees Subdivision of the E. 1/2 of Section 29, Township 40 North, Range 14 East of the Third Principal Meridian described as follows:

> Beginning at a point on the north line of W. Altgeld Street (formerly Dunning Street) 296.28 feet east of the center line of N. Sheffield Avenue; thence north and parallel with the center line of N. Sheffield Avenue, 100 feet; thence southeasterly along the southwesterly line of a proposed alley 14 feet wide to a point on the north line of W. Altgeld Street, 396.28 feet east of said center line of N. Sheffield Avenue; thence west along the north line of said W. Altgeld Avenue, 100 feet to the point of beginning;

lying southwesterly of the southwesterly line of Lots 2 to 9, both inclusive; lying north of the north line of Lot 11; lying north and northeasterly of the north and northeasterly lines of Lot 12; lying southeasterly and southwesterly of the southeasterly and southwesterly lines of Lot 15; lying east of the northwardly extension of the west line of Lot 12; lying northwesterly of the southwestwardly extension of the southeasterly line of Lot 9 all in

> Subdivision of Lot 6 in Subdivision of Block 16 in Canal Trustees Subdivision of the E. 1/2 of Section 29, Township 40 North, Range 14 East of the Third Principal Meridian;

and lying northerly of the south line of Lot 6 in Subdivision of Block 16 aforementioned; said parts of public alleys herein vacated being further described as all that part of the northwesterly-southeasterly 14-foot public alley and that part of the east-west public alley lying east of the east right of way line of the Chicago Transit Authority, in the block bounded by N. Lincoln Avenue, N. Sheffield Avenue and W. Altgeld Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which

drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same are no longer required for public use and public interest will be subserved by such vacation.

SECTION 2. City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment, and underground conduit, cables and associated equipment for the transmission and distribution of electrical energy and telephonic and associated service under, over, and along all that part of public alleys as herein vacated, with the right of ingress and egress.

SECTION 3. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the Bank of Ravenswood, as Trustee, Trust No. 25-4595 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said parts of public alleys hereby vacated, the sum of One Hundred Twenty-eight Thousand and no/100 Dollars ($128,000.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the northwesterly-southeasterly 14-foot public alley hereby vacated, similar to the sidewalk and curb in W. Altgeld Street and providing a barricade at the west terminus of the east-west alley to be vacated. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 4. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the Bank of Ravenswood, as Trustee, Trust No. 25-4595 shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on page 1224 of this Journal.]

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

(Continued on page 1225)

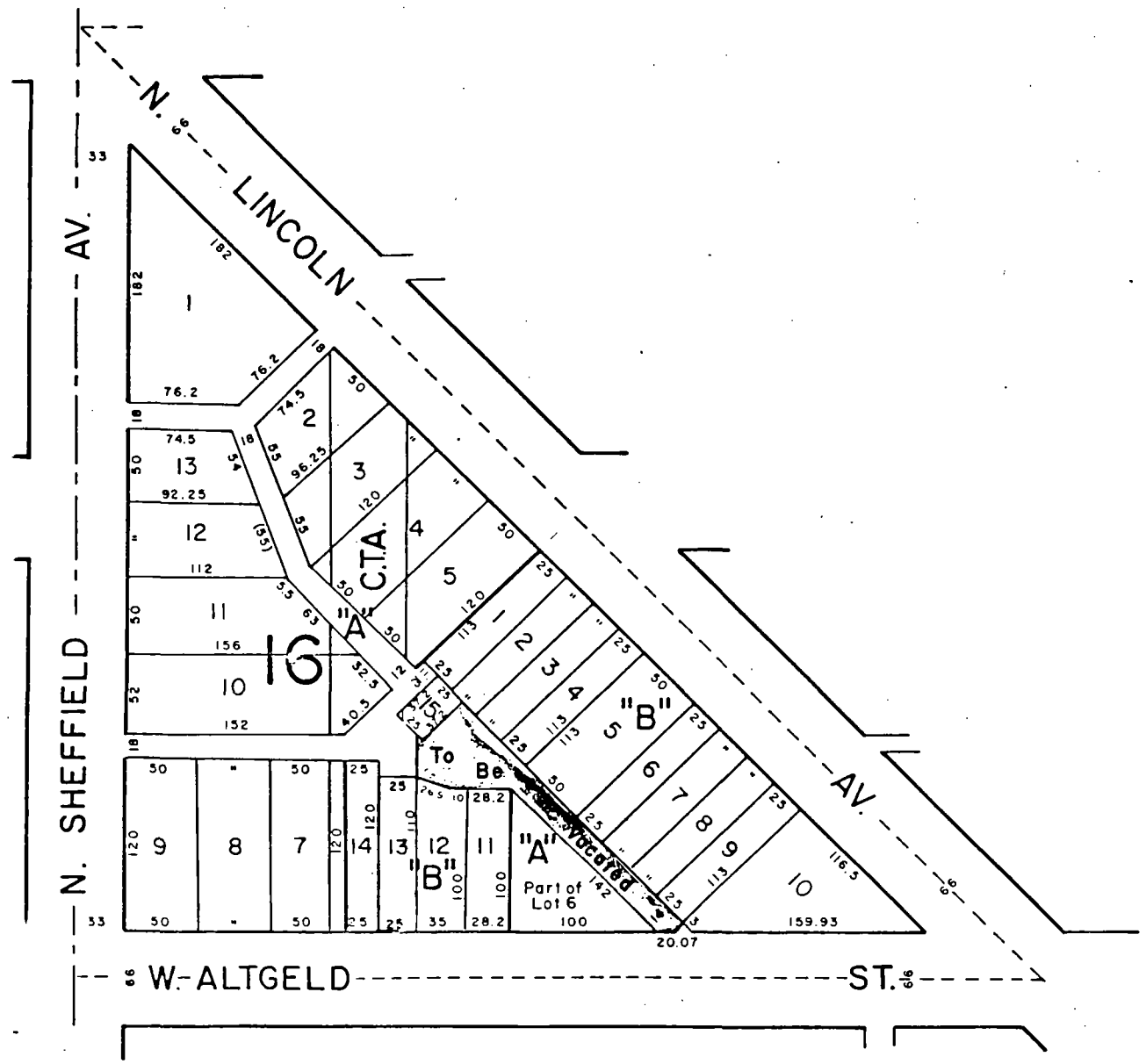
"A"

Sub. of Blk. 16 Canal Trustees Sub. of the E½ of Sec. 29-40-14
Rec. Sept. 23, 1848. B. 29. P. 41. Doc. No. 20908
Acknowledged by Canal Commissioners Sept. 23, 1848.
Re-rec. Sept. 24, 1877 B. 12. P. 95. Doc. No. 151620

"B"

Sub. of lot 6 Blk. 16 etc. (See A).

DR. NO. 29-43-86-1046



(Continued from page 1223)

Nays -- None.

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

VACATION OF PUBLIC ALLEY IN AREA BOUNDED BY WEST 14TH STREET, WEST 14TH PLACE, SOUTH HALSTED STREET AND SOUTH NEWBERRY AVENUE.

The Committee on Streets and Alleys submited a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley and alley "open on ground" described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the north-south public alley lying east of the east line of Lots 2 to 17, both inclusive, lying north of the eastwardly extension of the south line of Lot 17; and lying south of the eastwardly extension of the south line of the north 7 feet of Lot 2 (being the south line of W. 14th Street as opened) in Barron's Subdivision of the W. 1/2 of Block 20 in Brand's Addition to Chicago in Section 20, Township 39 North, Range 14 East of the Third Principal Meridian and as dedicated by Plat of Barron's Subdivision in Brand's Addition to Chicago, being a Subdivision of Block 1, Block 3 (except the north 225 feet of the east 100 feet and the north 100 feet of the west 100 feet thereof), Block 5 and the N. 1/2 of Block 6, Blocks 7, 9, and 14, the S. 3/4 of Block 15, the S. 1/4 of Block 16, Block 18 and the W. 1/2 of Block 20, Blocks 21, 22 and the north part of Block 25 and Blocks 27, 29, and 30 (except the parts thereof belonging to the Railroad Co.) all in said Brand's Addition to Chicago in Section 20, Township 39 North, Range 14 East of the Third Principal Meridian;

Also

all right title and interest in and to the north-south alley "open on ground" over and across the rear of Lots 1 to 9, both inclusive, in Block 20 in Brand's Addition to Chicago aforementioned; said public alley and alley "open on ground" herein vacated being further described as all of the north-south alley in the block bounded by W. 14th Street, as opened, W. 14th Place, S. Newberry Avenue and S. Halsted Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the City of Chicago (Department of Economic Development) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing attached to this ordinance printed on page 1227 of this Journal.]

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF CLAUDIA'S RESUBDIVISION.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Claudia's Resubdivision located at the northeast corner of S. Ada Street and W. Lexington Street having a frontage of 165.07 feet along the north line of W. Lexington Street and a depth of 140.07 feet, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 17-1-87-1154).

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

[Plat printed on page 1228 of this Journal.]

(Continued on page 1229)

"A"

Assessor's Division of Blk. 20 Brand's Add. to Chicago, Sec. 20-39-14 .

"B"

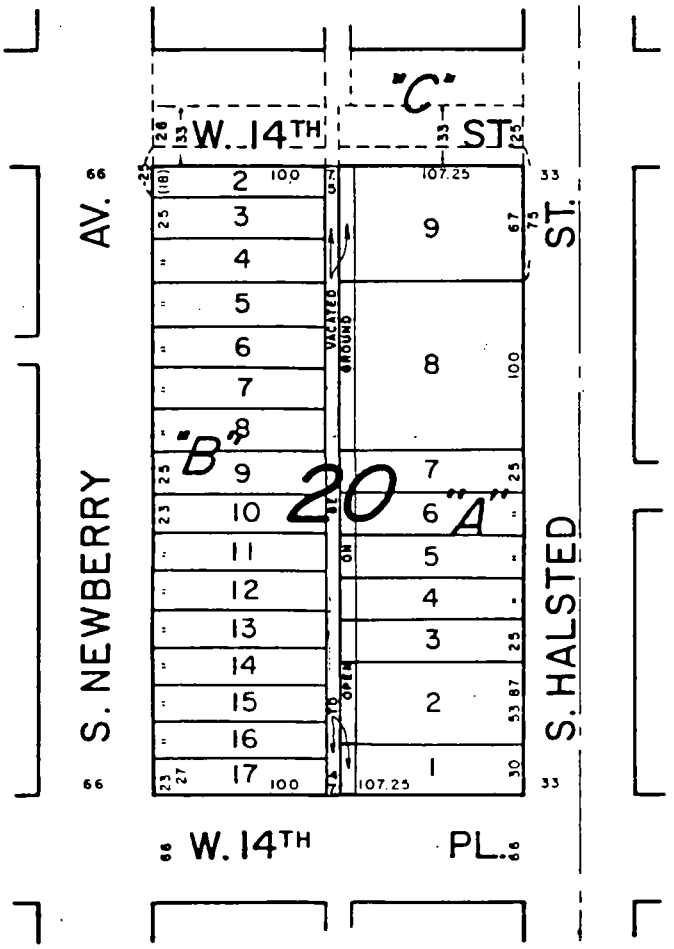
Barron's Sub. in Brand's Add. to Chicago, being a Sub. of Blk.1, Blk.3 (Except the N. 225ft. of the E. 100 ft. & the N. 100 ft. of the W. 100 ft. thereof), Blks.5 & N.1/2 of 6, Blks. 7, 9 & 14 - S. 3/4 of Blk.15, S.1/4 Blk.16 Blks. 18 & W. 1/2 of 20 Blks. 21, 22 & N. part of 25 & Blks. 27, 29 & 30 (Except the parts thereof belonging to the Rail Road Co.) all in said Brand's Add. to Chicago Sec. 20-39-14.

"C"

Opened by Deed.
Rec. Jan. 20, 1898

Doc. No. 2640194

DR. NO. 20-1-86-1083



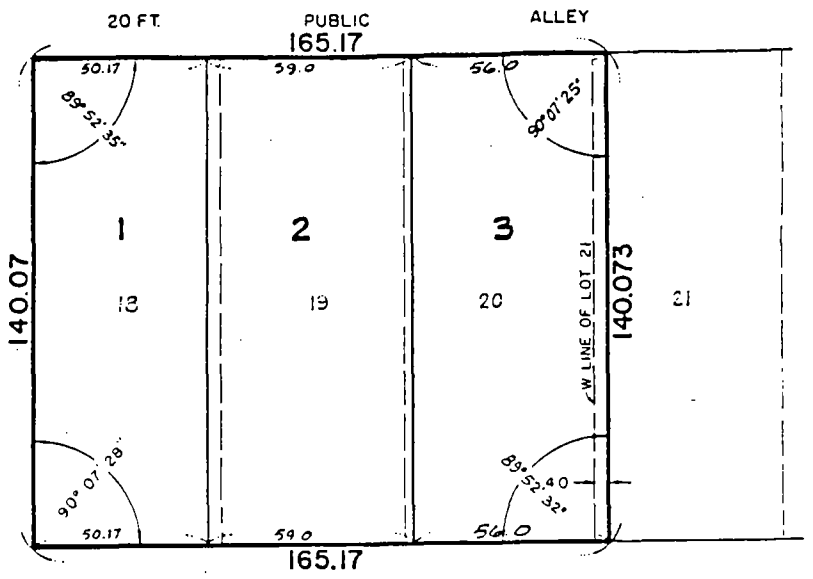
RESUBDIVISION

OF

LOTS 18,19,20 AND THE WEST 4 FT. OF LOT 21 IN MACALISTER'S SUBDIVISION OF BLOCK 5 OF VERNON PARK ADDITION TO CHICAGO, BEING A SUBDIVISION OF BLOCKS 38, 39, 44 AND 45 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTH-EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

N

SCALE: 1" = 30'



W. LEXINGTON STREET

DR. NO. 17-1-87-1154

NEW WEST ASSOCIATES, INC. A CORPORATION OF THE STATE OF ILLINOIS, HEREBY CERTIFIES THAT IT IS THE OWNER OF THE PROPERTY HEREON DESCRIBED AND THAT IT HAS CAUSED THE SAID PROPERTY TO BE SURVEYED AND RESUBDIVIDED AS SHOWN ON THE PLAT HEREON DRAWN.

PRESIDENT

SECRETARY

STATE OF ILLINOIS } S.S.
COUNTY OF COOK }

I, Tina Ala Brito, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID DO HEREBY CERTIFY THAT Theodore Thanos PRESIDENT OF NEW WEST ASSOCIATES, INC AND Wanda Thanos SECRETARY OF SAID CORPORATION, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH PRESIDENT AND SECRETARY, RESPECTIVELY, OF NEW WEST ASSOCIATES, INC., APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF NEW WEST ASSOCIATES, INC FOR THE USES AND PURPOSES THEREIN SET FORTH, AND THE SAID SECRETARY, DID ALSO THEN AND THERE ACKNOWLEDGE THAT HE/SHE AS CUSTODIAN OF THE CORPORATE SEAL OF SAID CORPORATION DID AFFIX THE SAID CORPORATE SEAL TO SAID INSTRUMENT AS HIS/HER OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 27th DAY OF April, A.D. 1987

Tina Ala Brito
NOTARY PUBLIC

MY COMMISSION EXPIRES

"OFFICIAL SEAL"
Tina De Santo
Notary Public, State of Illinois

STATE OF ILLINOIS } S.S.
COUNTY OF COOK }

I, ROBERT J. STEWART, AN ILLINOIS REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE LAND DESCRIBED HEREON FOR THE PURPOSE OF RESUBDIVIDING THE SAME INTO 3 LOTS AND I FURTHER CERTIFY THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY. ALL DIMENSIONS SHOWN IN FEET AND DECIMAL PARTS THEREOF, AND ARE CORRECTED TO A TEMPERATURE OF 68° FAHRENHEIT.

CHICAGO, ILLINOIS. APRIL 30, A.D. 1987

Robert J. Stewart
ILLINOIS REGISTERED LAND SURVEYOR NO 2351

(Continued from page 1226)

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF DEDICATION FOR SOUTH MARQUETTE AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a Plat of Dedication for S. Marquette Avenue lying within the northeasterly and southwesterly former right of way lines of the Baltimore, Pittsburg and Chicago Railroad Company between E. 81st Street and E. 82nd Street for R. B. Development, Inc. as shown on the attached plat, when the necessary certificates are shown on said plat (No. 31-7-87-1151).

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

[Drawing omitted for printing purposes.]

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

APPROVAL GIVEN FOR TIME EXTENSION CONCERNING VACATION OF PORTION OF NORTH HOLDEN COURT.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, An ordinance was passed by the City Council on October 6, 1986 (C.J.P. pp. 34815--34816), providing for the vacation of part of N. Holden Court between N. State Street and N. Wabash Avenue; and

WHEREAS, The vacation ordinance was amended by the City Council on February 27, 1987 (C.J.P. p. 39832) to provide the grantee an additional ninety (90) days to pay the required compensation and record the vacation ordinance; and

WHEREAS, The grantee of the vacation ordinance requires an additional six (6) months within which to pay the required compensation and record the vacation ordinance; now, therefore,

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

SECTION 1. That the vacation ordinance as passed by the City Council on October 6, 1986, as printed in the Journal of City Council Proceedings on said date at pages 34815 and 34816, providing for the vacation of a portion of N. Holden Court between N. State Street and N. Wabash Avenue and amended by ordinance passed February 27, 1987 (C.J.P. p. 39832), to extend the time period for the recording of the vacation ordinance to six months and the same is hereby further amended by striking "90 days" appearing in Section 2 and of said ordinance of October 6, 1986, and substituting in lieu thereof "twelve months".

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

APPROVAL GIVEN TO CONSTRUCTION OF CONCRETE PLANTERS AT 175 NORTH HARBOR DRIVE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. Permission herein granted to American National Bank and Trust Company of Chicago, as Trustee under Trust Number 65812, upon the terms and subject to the conditions of this ordinance. The location of said privilege shall be as shown on prints hereto attached, which by reference are made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of Public Works.

SECTION 2. The purpose of this privilege is to permit construction of concrete planters which are to be used for beautification of the street and sidewalk. There is no commercial purpose involved in the privilege. For this reason, no compensation is to be charged for this privilege.

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

SECTION 4. The grantee will hold and save the City of Chicago harmless to the extent of its $1,000,000 insurance coverage from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in the amount not less than $1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance

which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

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

SECTION 6. This instrument is executed by American National Bank and Trust Company of Chicago, not personally, but as Trustee under that certain Trust Agreement dated November 1, 1985, and known as Trust No. 65812. All of the covenants and conditions to be performed hereunder by American National Bank and Trust Company of Chicago are undertaken by it solely as Trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against the American National Bank and Trust Company of Chicago, the beneficiaries of the aforesaid trust, or the respective partners, agents, employees, representatives and assigns of said beneficiaries by reason of any of the covenants, statements, representations or warranties contained in this instrument.

SECTION 7. This ordinance shall take effect and be in force from and after its passage, provided said grantee file a written acceptance of this ordinance and proof of indemnification on behalf of the City of Chicago, as herein requested, with the City Clerk.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

APPROVAL GIVEN FOR INSTALLATION OF BUSINESS SIGNS AT SPECIFIED LOCATIONS.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The Department of Economic Development has approved Business Signage Program Participation within the City of Chicago for the installation of Improvements in the Public Way, 75% of the cost to be financed with Federal Community Development Block Grant Funds through the Department of Economic Development, and

WHEREAS, The Northtown Chamber of Commerce will be responsible for providing the other 25% of the cost and for any maintenance, replacement, and liability relative to said Improvements; now, therefore,

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

SECTION 1. That forty-seven 30" by 72" single cloth banners will be located on Devon Avenue between Ridge and Kedzie Avenues.

SECTION 2. That nineteen 30" by 72" single cloth banners will be located on Touhy Avenue between Kedzie and Western Avenues.

SECTION 3. That fourteen 30" by 72" double cloth banners will be located on Western Avenue between Bryn Mawr and Howard Avenues.

SECTION 4. That the maintenance of these improvements will be the responsibility of the Northtown Chamber of Commerce.

SECTION 5. That the Northtown Chamber of Commerce will provide adequate liability insurance coverage to hold the City of Chicago harmless relative to said improvements at the above mentioned locations.

SECTION 6. That this ordinance shall take effect and be in full force from the date of its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

PORTION OF EAST 37TH STREET BETWEEN SOUTH KING DRIVE AND SOUTH CALUMET AVENUE DESIGNATED AS "LU PALMER PLACE".

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. That East 37th Street between South King Drive and South Calumet Avenue is hereby honorarily designated "Lu Palmer Place".

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

PORTION OF SOUTH NORMAL AVENUE BETWEEN WEST 123RD STREET AND WEST 124TH STREET DESIGNATED AS "RALPH METCALFE DRIVE".

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to designating S. Normal Avenue between W. 123rd Street and W. 124th Street as "Ralph Metcalfe Drive".

On motion of Alderman O'Connor, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

PORTION OF WEST 51ST STREET BETWEEN SOUTH TRIPP AVENUE AND SOUTH KILDARE AVENUE DESIGNATED AS "VETERAN STREET".

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on page 11460 of the Journal of the Proceedings of said date, which authorizes erection of honorary street name signs, the Commissioner of Public Works shall take the necessary action for standardization of renaming of West 51st Street between South Tripp Avenue and South Kildare Avenue as "Veteran Street".

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

PORTION OF SOUTH FRANKLIN STREET BETWEEN WEST MADISON STREET AND WEST MONROE STREET DESIGNATED AS "BEN GURION WAY".

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on page 11460 of the Journal of the Proceedings of said date, which authorizes erection of honorary street name signs, the Commissioner of Public Works shall take the necessary action for standardization of renaming South Franklin Street between West Madison Street and West Monroe Street as "Ben Gurion Way".

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

PORTION OF SOUTH NARRAGANSETT AVENUE BETWEEN WEST ARCHER AVENUE AND WEST 56TH STREET DESIGNATED AS "YUGOSLAV CLUB".

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on page 11460 of the Journal of the Proceedings of said date, which authorizes erection of honorary street name signs, the Commissioner of Public Works shall take the necessary action for standardization of South Narragansett Avenue between West Archer Avenue and West 56th Street as "Yugoslav Club" in honor of their 65th Anniversary.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

PORTION OF WEST 19TH STREET CLOSED TO VEHICULAR TRAFFIC FOR IMPROVEMENT PURPOSES.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to close to vehicular traffic West 19th Street between State Street and the first north-south alley west thereof in conjunction with the proposed improvement of State Street between Cermak and Roosevelt Roads.

On motion of Alderman O'Connor, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

PORTION OF CANALPORT BETWEEN 18TH STREET AND CANAL STREET CLOSED TO VEHICULAR TRAFFIC FOR IMPROVEMENT PURPOSES.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed substitute ordinance:

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

SECTION 1. Pursuant to a proposed improvement of West 18th Street between South Ashland Avenue and South Canal Street, the Commissioner of Public Works is hereby authorized to close to vehicular traffic that portion of Canalport Avenue between 18th Street and Canal Street.

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

On motion of Alderman O'Connor, the foregoing proposed substitute ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

1860 NORTH HALSTED STREET CONDOMINIUMS EXEMPTED FROM PHYSICAL BARRIER REQUIREMENT PREVENTING ALLEY ACCESSIBILITY.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. Pursuant to Section 33-19.1 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to exempt the 1860 North Halsted Street Condominiums from the requirement of physical barriers to prevent alley access from the parking facility adjacent thereto.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

TOLAN AND SONS, INCORPORATED EXEMPTED FROM PHYSICAL BARRIER REQUIREMENT PREVENTING ALLEY ACCESSIBILITY.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. Pursuant to Section 33-19.1 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to exempt Tolan and Son, Inc., 10045 South Sawyer Avenue, Evergreen Park, Illinois, from the requirement of a physical barrier to prevent alley access from the parking facility at 6509--6515 West 63rd Street.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

ROCK BOTTOM ELECTRONICS, INCORPORATED EXEMPTED FROM PHYSICAL BARRIER REQUIREMENT PREVENTING ALLEY ACCESSIBILITY.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. Pursuant to Section 33-19.1 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to exempt the Rock

Bottom Electronics, Inc., 5014 North Kedzie Avenue, from the requirement of a physical barrier to prevent alley access from the parking facility adjacent to their premise.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

R & S CAR WASH EXEMPTED FROM PHYSICAL BARRIER REQUIREMENT PREVENTING ALLEY ACCESSIBILITY.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. Pursuant to Section 33-19.1 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to exempt the R & S Car Wash, 1142 West Fullerton Avenue, from the requirement of physical barriers to prevent alley access from the parking facility adjacent thereto.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

CLARK-DEVON HARDWARE EXEMPTED FROM PHYSICAL BARRIER REQUIREMENT PREVENTING ALLEY ACCESSIBILITY.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to waive the provisions of Chapter 33, Section 19.1 of the Municipal Code of Chicago requiring barriers as a prerequisite to prohibit ingress and/or egress to parking facilities, etc., for the Clark-Devon Hardware Store located at 6401 North Ashland Avenue.

On motion of Alderman O'Connor, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

REDEVELOPMENT PROPERTY LOCATED AT 1325--1333 WEST NORTH SHORE EXEMPTED FROM PHYSICAL BARRIER REQUIREMENT PREVENTING ALLEY ACCESSIBILITY.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. That an exception be, and hereby is, granted from the provisions of Section 33-19.1 of the Municipal Code of Chicago requiring an erection of a physical barrier to prevent alley ingress and egress to a parking lot integral to the redevelopment of property commonly known as 1325--1333 West North Shore.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

REPEAL OF ORDINANCE FOR ALLEY IMPROVEMENT BY SPECIAL ASSESSMENT IN AREA BOUNDED BY EAST 87TH STREET, EAST 87TH PLACE, SOUTH KIMBARK AVENUE, ETC.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass a proposed repealing ordinance concerning alley improvements by special assessment in the area bounded by East 87th Street, East 87th Place, South Kimbark Avenue, and the New York Central and St. Louis Railroad, etc.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, 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 ordinance entitled "an ordinance for grading, paving and otherwise improving the roadways of the alleys between E. 87th Street, E. 87th Place, S. Kimbark Avenue and N.Y.C. & St. L. R.R., etc. in the City of Chicago" passed by the City Council of the City of Chicago on the 29th day of July, A.D. 1986, (C.J. page 32517) and in force from and after the date of its passage, be and the same is hereby repealed.

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

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

LOADING ZONES ESTABLISHED AND AMENDED ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted two proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee) in reference to loading zones.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, 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):

Loading Zones Established.

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

SECTION 1. That in accordance with the provisions of Section 27-410 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours designated:

Public Way	Distance and Hours
South Albany Avenue (West side)	From a point 178 feet north of West 59th Street to a point 8 feet north thereof--Handicapped Loading Zone;
North Ashland Avenue (West side)	From a point 30 feet north of West Hollywood Avenue, to a point 45 feet north thereof--Handicapped Loading Zone;
North Campbell Avenue	From a point 45 feet south of West

Public Way	Distance and Hours
(West side)	North Avenue, to a point 25 feet south thereof--7:00 A.M. to 7:00 P.M.--Monday through Saturday;
North California Avenue (West side)	From a point 165 feet south of West Logan, to a point 25 feet south thereof--9:00 A.M. to 11:00 P.M.;
South Clark Street (South side)	280 feet south of West Harrison Street, to a point 50 feet south thereof--at all times;
North Dearborn Street (West side)	From a point 20 feet south of West Maple Street, to a point 18 feet south thereof--7:00 A.M. to 7:00 P.M.--Monday through Saturday;
West Erie Street (North side)	From a point 181 feet west of North Kingsbury Street, to a point 30 feet west thereof--at all times;
West Glenlake Avenue (North side)	From a point 66 feet west of North Broadway, to a point 55 feet west thereof--6:00 A.M. to 7:00 P.M.--Monday through Saturday;
South Green Street (West side)	30 feet north of West Van Buren Street, to a point 100 feet north thereof--at all times;
West Hollywood Avenue (North side)	From a point 20 feet west of Ashland Avenue, to a point 25 feet west thereof--Handicapped Loading Zone;
North Humboldt Boulevard	At 1759--7:00 A.M. to 7:00 P.M.--Monday through Saturday;
West Huron Street (North side)	From a point 45 feet west of North Sedgwick Street, to a point 60 feet east thereof--at all times;
North Kedzie Avenue (West side)	From a point 100 feet north of West Argyle Street, to a point 35 feet north thereof--8:00 A.M. to 6:00 P.M.--Monday through Saturday;
West Lawrence Avenue	From a point 190 feet east of North

Public Way	Distance and Hours
(North side)	Kilpatrick Avenue, to a point 50 feet east thereof--6:00 A.M. to 7:00 P.M.;
North Milwaukee Avenue (East side)	From a point 251 feet north of Kedzie Avenue, to a point 25 feet north thereof--6:30 A.M. to 7:00 P.M.--Monday through Saturday;
West North Avenue	From a point 144 feet west of North St. Louis Avenue, to a point 74 feet west thereof--9:00 A.M. to 6:00 P.M.--Monday through Friday;
North Rockwell Street (West side)	From a point 105 feet north of West Bloomingdale Avenue, to a point 30 feet north thereof--at all times--at driveway;
West Wabansia Avenue (South side)	From a point 80 feet east of North Western Avenue, to a point 25 feet east thereof;
South Washtenaw Avenue (West side)	From a point 148 feet south of West 110th Street, to a point 8 feet south thereof--Handicapped Loading Zone;
South Western Avenue (East side)	From a point 85 feet south of West 19th Street, to a point 82 feet south thereof--7:00 A.M. to 5:00 P.M.--Monday through Friday;
North Wood Street (West side)	From a point 20 feet south of West Cortland Street, to a point 60 feet south thereof--8:00 A.M. to 2:00 P.M.--Monday through Saturday;
West 19th Street (South side)	From a point 20 feet east of South Western Avenue, to first alley east thereof--at all times.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Loading Zones Amended.

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

SECTION 1. Repeal ordinance passed 12-18-86, page 38519, which reads South Baltimore Avenue (East side), from a point 199 feet north of East 135th Street, to a point 25 feet north thereof--at all times.

SECTION 2. Amend ordinance passed 11-9-83, page 3294, which reads North Clark Street (West side), from a point 295 feet north of West Grace Street to a point 45 feet north thereof by striking 45 feet north and inserting in lieu thereof 145 feet north thereof--8:00 A.M. to 8:00 P.M.

SECTION 3. Amend ordinance passed 3-28-79, page 9859, which reads West Lawrence Avenue (North side), from a point 115 feet west of North Keystone Avenue to a point 22 feet west thereof by striking Friday and inserting Saturday- -8:00 A.M. to 6:00 P.M.--Monday through Friday.

SECTION 4. This ordinance shall take effect and be in force hereinafter its passage and publication.

VEHICULAR TRAFFIC MOVEMENT RESTRICTED AND AMENDED ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted two proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee).

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, 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):

Vehicular Traffic Movement Restricted To Single Direction.

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

SECTION 1. Pursuant to Section 27-403 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

Public Way	Limits and Direction
First north/south alley	East of North Ashland Avenue between West Barry Avenue and West Nelson Street--southerly (alley);
North Fairfield Avenue	From North Lincoln Avenue to West Bryn Mawr Avenue--southerly;
South Harding Street	2600 south to 2700 south--southerly;
South Homan Avenue	From West 114th Street to West 112th Place--northerly;
West Jonquil Terrace	Between North Paulina Street and North Hermitage Avenue--westerly;
1st north/south alley	West of South Leavitt Street between West 19th Street and West Cullerton Street--northerly;
North Sacramento Avenue	From West Addison Street to West Irving Park Road--northerly;
West Wabansia Avenue	From the 1st alley east of North Western Avenue to Winnebago Avenue--westerly;
1st alley south of	West 31st Street between South Komensky Avenue and South Karlov Avenue--westerly;
1st east/west alley	Bounded by East 87th Street; South Michigan Avenue, East 88th Street and South Wabash Avenue--westerly.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of One-Way Traffic Restrictions.

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

SECTION 1. Repeal ordinance passed 5-14-53, page 4790, which reads North Haskins Avenue between West Juneway Terrace and North Hermitage Avenue--southeasterly.

SECTION 2. Amend ordinance passed 8-30-72, pages 3624--3632, by striking West Hastings Street from South Leavitt Street to South Hoyne Avenue--easterly and West Hastings Street from South Damen Avenue to South Hoyne Avenue--westerly.

SECTION 3. Amend ordinance passed 11-14-77, page 6314, which reads South Indiana Avenue from East 103rd Street to East 107th Street by striking East 103rd Street and inserting in lieu thereof the first alley south of East 103rd Street--southerly.

SECTION 4. Repeal ordinance passed 12-29-72, pages 4936--4937, which reads West Juneway Terrace from North Hermitage Avenue to North Clark Street (Chicago Avenue)--easterly.

SECTION 5. Amend ordinance passed 3-29-72, page 2815, by striking South Vernon Avenue from East 69th Street to East 79th Street and inserting South Vernon Avenue from East 69th Street to the first alley north thereof and South Vernon Avenue from East 75th to East 79th Street--southerly.

SECTION 6. Amend ordinance passed 2-26-86, page 28163, which reads East 120th Place from South State Street to South Calumet Avenue by striking South Calumet Avenue and inserting in lieu thereof South Michigan Avenue--easterly.

SECTION 7. This ordinance shall take effect and be in force hereinafter its passage and publication.

PARKING METER ZONES AMENDED ON PORTIONS OF DESIGNATED STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith (as a substitute for proposed ordinances previously referred to the committee) in reference to parking meter zones.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, 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. Amend ordinance passed 9-14-55, page 1031, Meter Area 484 WD, by adding North California Avenue (east side) from West Devon Avenue to 475 feet south--8:00 A.M. to 9:00 P.M.--Monday through Saturday.

SECTION 2. Removal of meters in front of 648--650 North Dearborn Street--1059 and 1058.

SECTION 3. Removal of meters in front of 1034 North Dearborn Street for a loading zone--247--1098.

SECTION 4. Removal of meters in front of 480 West Huron Street--243--1110.

SECTION 5. Amend ordinance passed 9-16-70, page 9165, Meter Area 494 L.L.W., by adding the following: North Rockwell Street between West Eastwood Avenue and West Leland Avenue--8:00 A.M. to 9:00 P.M.--Monday through Saturday.

SECTION 6. This ordinance shall take effect and be in force hereinafter its passage and publication.

REGULATIONS PRESCRIBED AND AMENDED IN REFERENCE TO PARKING OF VEHICLES ON SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted eight proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee) in reference to the parking of vehicles.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, 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):

Prohibition Against Parking Of Vehicles At All Times.

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

SECTION 1. Pursuant to Section 27-413 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways in the areas indicated:

Public Way	Area
West Addison Street (South side)	From North Page Avenue to North Pacific Avenue--at all times;
West Ainslie Street (North side)	From a point 65 feet west of North Christiana Avenue, to a point 25 feet west thereof--(Permit 1653);
South Allport Street (East side)	From a point 22 feet south of West 19th Street, to a point 25 feet south thereof--(Permit 1605);
South Artesian Avenue (West side)	From a point 226 feet south of West 52nd Street, to a point 25 feet south thereof--(Permit 1678);
North Ashland Avenue (East side)	At 3737--driveway;
North Ashland Avenue (East side)	From a point 23 feet south of West Gregory Street, to a point 30 feet south thereof--at all times--driveway;
South Avenue M (East side)	From a point 226 feet south of East 97th Street, to a point 25 feet south thereof--(9723 South Avenue M--(Permit 1635);
West Belden Avenue (North side)	From North Lorel Avenue to the 1st alley east thereof;
West Belmont Avenue	At 6851 (at either side of driveway)--at all times;
North Campbell Avenue	From a point 295 feet north of West

Public Way	Area
(East side)	Wabansia Avenue, to a point 15 feet north thereof--driveway;
West Cermak Road (South side)	From a point 157 feet east of South Damen Avenue, to a point 45 feet east thereof--at all times;
North Christiana Avenue (West side)	From a point 272 feet north of West Ardmore, to a point 24 feet north thereof--(Permit 1625);
South Christiana Avenue (West side)	From a point 100 feet south of West 19th Street, to a point 25 feet south thereof--(1910 South Christiana Avenue--Permit 1813);
North Clark Street (East side)	From a point 284 feet, to a point 372 feet south of the north property line of the east property bounded by West Kinzie Street to the north and the Chicago River to the south--at all times, no exception;
South Commercial Avenue (West side)	From a point 152 feet south of East 132nd Street, to a point 25 feet south thereof--(Permit 1692);
North Dearborn Street (West side)	From a point 20 feet south of West Erie Street, to a point 45 feet south thereof--any time;
South Dorchester Avenue (East side)	From a point 40 feet north of East 81st Street, to a point 25 feet north thereof--(Permit 1738);
West Eastwood Avenue (North side)	From a point 238 feet west of North Campbell Avenue, to a point 25 feet west thereof--(Permit 1671);
South Emerald Avenue (East side)	From a point 151 feet south of West 46th Street--(Permit 1604);
South Evans Avenue (East side)	From a point 195 feet north of East 47th Street to a point 20 feet north thereof--(Permit 1612);

Public Way	Area
West Hastings Avenue	From South Damen Avenue to South Hoyne Avenue--at all times;
West Huron Street (North side)	From a point 173 feet west of North Hudson Avenue, to a point 33 feet west thereof--at all times--driveway;
South LaSalle Street (East side)	From a point 50 feet south of West 80th Street, to a point 25 feet south thereof--(Permit 1649);
North Lockwood Avenue (West side)	From a point 190 feet south of West Augusta Boulevard, to a point 25 feet south thereof--(940 North Lockwood Avenue--Permit 1624);
South Luna Avenue (East side)	From a point 47 feet north of West 52nd Street, to a point 25 feet north thereof--(Permit 1656);
West Madison Street (South side)	From a point 30 feet west of South Halsted Street, to a point 70 feet west thereof--at all times;
West Melrose Avenue (North side)	From a point 370 feet west of North Karlov, to a point 25 feet west thereof--(Permit 1589);
North Milwaukee Avenue (East side)	From a point 160 feet north of West North Avenue, to a point 45 feet north thereof--at all times--driveway;
West Montvale Avenue (South side)	From a point 60 feet west of South Davol Street, to a point 25 feet west thereof--(Permit 1602);
West Nelson Avenue (South side)	From a point 140 feet west of North Elston Avenue, to a point 25 feet west thereof--(Permit 1622);
South Oakley Avenue (West side)	From a point 30 feet north of West 70th Street, to a point 25 feet north thereof--(Permit 1713);

Public Way	Area
West Ohio Street (North side)	From a point 230 feet east of North Western Avenue, to a point 25 feet east thereof--(Permit 1601);
North Osceola Avenue (East side)	From a point 372 feet north of West Roscoe, to a point 25 feet north thereof--(Permit 1607);
North Pacific Avenue (West side)	From West Addison Street to North Forest Preserve Drive--at all times;
West Palmer Avenue (North side)	From a point 15 feet east of North Spaulding Avenue, to a point 25 feet east thereof--(Permit 1710);
West Pensacola Avenue (North side)	From a point 147 feet west of North Major Avenue, to a point 25 feet west thereof--at all times;
South Peoria Streeet (East side)	From a point 45 feet south of West 80th Street, to a point 25 feet south thereof--(Permit 1650);
West Roscoe Street (North side)	From North Cicero Avenue, to the 1st alley east thereof--at all times;
North Sacramento Avenue (West side)	From a point 104 feet south of South Sunnyside Avenue, to a point 25 feet south thereof--(Permit 1606);
West School Street (North side)	From a point 325 feet west of North Lavergne Avenue, to a point 20 feet west thereof--(Permit 1582);
West Schubert Avenue (South side)	From a point 242 feet east of North Central Avenue, to a point 25 feet east thereof--(Permit 1597);
North Sedgwick Street (West side)	From a point 50 feet south of West Wisconsin Avenue, to a point 25 feet south thereof--(Permit 1646);
North Spaulding Avenue	At 5006--at all times;

Public Way	Area
South Talman Avenue (East side)	From a point 152 feet north of West 54th Street, to a point 25 feet north thereof--(Permit 1676);
South Troy Street (East side)	From a point 211 feet south of West 57th Street, to a point 25 feet south thereof--(Permit 16777);
West Walton Avenue	At 5843--driveway;
South Whipple Street (West side)	From a point 50 feet south of West 58th Street, to a point 25 feet south thereof--(Permit 1660);
West 21st Street (South side)	From a point 123 feet west of South Rockwell, to a point 25 feet west thereof--(Permit 1618);
West 23rd Street (South side)	From a point 149 feet west of South Seeley Avenue, to a point 25 feet west thereof--(Permit 1617);
East 36th Place (North side)	From a point 165 feet west of South Michigan Avenue, to a point 50 feet west thereof--at all times;
West 63rd Place (South side)	From a point 244 feet west of South Long Avenue, to a point 25 feet west thereof--(Permit 1702);
West 63rd Place (South side)	From a point 245 feet east of South Menard Avenue, to a point 25 feet east thereof--(Permit 1675);
West 66th Place (North side)	From a point 20 feet west of South Spaulding Avenue, to a point 25 feet west thereof--(Permit 1657);
West 69th Place (South side)	From a point 258 feet west of South Springfield Avenue, to a point 25 feet west thereof--(Permit 1638);

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Prohibition Against Parking Of Vehicles During Specified Hours.

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

Public Way	Limits and Time
West Division Street (North side)	From a point 338 feet west of North Kildare Avenue, to a point 25 feet west thereof--8:00 A.M. to 5:00 P.M.--Monday through Friday;
South Hoyne Avenue (Both sides)	From West 93rd Street to West 94th Street--8:00 A.M. to 10:00 A.M.--Monday through Friday;
South Komensky Avenue (Both sides)	From West 79th Street, to a point 125 feet south thereof--8:00 A.M. to 10:00 A.M.--Monday through Friday.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Parking Prohibitions During Specified Hours.

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

SECTION 1. Amend ordinance passed 8-30-72, page 3620 by striking South Central Park Avenue (both sides) from West 26th Street to West Fillmore Street and inserting in lieu thereof South Central Park (both sides) from West Cermak Road to West Fillmore Street--No Parking Rush Hour--7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M.--Monday through Friday.

SECTION 2. Removal on East Ontario Street (both sides) between North Fairbanks Court and North Lake Shore Drive--Rush Hour Parking Signs.

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Parking Limitation During Specified Hours.

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

SECTION 1. Repeal ordinance passed 12-18-86, pages 38545--38546, which reads North Kilpatrick Avenue (both sides) from the first alley north of West Lawrence Avenue to the first alley south of North Elston Avenue--2 hours--9:00 A.M. to 4:00 P.M.--Monday through Friday.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Parking Limitations During Specified Hours.

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

Public Way	Limits and Time
South Baltimore Avenue (East side)	From a point 199 feet north of East 135th Street, to a point 25 feet north thereof--1 hour--7:00 A.M. to 7:00 P.M.--Monday through Friday;
West Fullerton Avenue (North side)	From a point 20 feet west of North Kilpatrick Avenue, to a point 255 feet west thereof--1 hour--8:00 A.M. to 4:00 P.M.--Monday through Saturday;
West Higgins Avenue (South side)	At 6917 to 6921--1 hour--9:00 A.M. to 6:00 P.M.--Monday through Saturday;
North Pittsburgh Avenue (West side)	From a point 20 feet south of West Irving Park Road, to the 1st alley south thereof--1 hour--7:00 A.M. to 10:00 P.M--no exceptions.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Residential Permit Parking Zones Established.

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

SECTION 1. Pursuant to Section 27-317 of the Municipal Code of Chicago, a portion of the below-named streets are hereby designated as Residential Permit Parking Zones, for the following locations:

Street	Limits
West Melrose Street (Both sides)	From 3400 West Melrose Street to 3452 West Melrose Street and from 3411 West Melrose to 3451 West Melrose--at all times--Zone 103;
North Oketo Avenue (Both sides)	From 5600 north to 5800 north--at all times--Zone 83;
North Sawyer Avenue (Both sides)	From West Wrightwood Avenue to 1st alley south of North Milwaukee Avenue--at all times--Zone 10.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Residential Permit Parking Zones Amended.

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

SECTION 1. Amend ordinance passed 5-30-86, pages 30396--30397, by striking West Hermione Street between North Milwaukee Avenue and North Nagle Avenue.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Diagonal Parking Established.

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

SECTION 1. Pursuant to Section 27-306 of the Municipal Code of Chicago, a portion of the below-named street is hereby designated as Diagonal Parking, for the following location:

Street	Limits
North Jansen Avenue	At 2401-2413.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

SPEED LIMITATIONS AMENDED ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed substitute ordinance transmitted therewith:

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

SECTION 1. Amend ordinance passed 9-9-53, page 5658, which reads 127th Street between Indiana Avenue and Halsted Street by striking 35 m.p.h. and inserting in lieu thereof 30 m.p.h.

SECTION 2. Repeal ordinance passed 6-24-59, page 522, which reads East and West 127th Street from South Parnell Avenue to South Indiana Avenue--35 m.p.h.

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

TRAFFIC LANE TOW AWAY ZONES ESTABLISHED AND AMENDED ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted two proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee) in reference to tow away zones.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, 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):

Traffic Lane Tow Away Zones Established.

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the following location is hereby designated as a Traffic Lane Tow Away Zone between the limits and during the times standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic. The Commissioner of Public Works is hereby authorized and directed to install traffic signs designating the hours of prohibition along said route:

Public Way	Limits and Time
North Clark Street (East side)	From a point 65 feet north of West Drummond Place, to a point 37 feet north thereof--at all times;
North Clark Street (West side)	From a point 202 feet south of West Schiller Street, to a point 50 feet south thereof--at all times;
North Commonwealth Avenue	At Surf Street, 20 feet north/south of Surf Street;
East Delaware Place (South side)	From a point 174 feet east of North Mies Van Der Rohe Way, to a point 40 feet east thereof--at all times;
North Geneva Terrace (West side)	From a point 105 feet north of West Arlington Place, to a point 25 feet north thereof--at all times;
North Howe Street (East side)	From a point 370 feet north of West Willow Street, to a point 28 feet north thereof--at all times;
East Illinois Street	From North Columbus Drive to the

Public Way	Limits and Time
(Both sides)	extension of North McClurg Court--at all times;
East Lake Street (North side)	From North Wabash Avenue to North Michigan Avenue--at all times;
North North Park Avenue (West side)	From a point 32 feet south of West Menomonee Street, to a point 23 feet south thereof--at all times;
North Wayne Avenue (East side)	From a point 300 feet south of West Irving Park Road to a point 50 feet south thereof--at all times.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Traffic Lane Tow Away Zones Amended.

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

SECTION 1. Amend ordinance passed 8-7-85, page 19110 related to E/W Lake Street between North Wacker Drive and North Michigan Avenue--7:00 A.M. to 6:00 P.M.--except Sunday and holidays and except at all times between North LaSalle Street and North Clark Street by striking between North Wacker Drive and North Michigan Avenue--7:00 A.M. to 6:00 P.M.--except Sunday and holidays and inserting between North Wacker Drive and North Wabash Avenue--7:00 A.M. to 6:00 P.M.--Monday through Saturday.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

COMMISSIONER OF PUBLIC WORKS AUTHORIZED TO ERECT AND AMEND TRAFFIC WARNING SIGNS AND TRAFFIC CONTROL SIGNALS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted a proposed order and a proposed ordinance (under separate committee reports) recommending that the City Council pass the said proposed order and ordinance transmitted therewith (as substitutes for proposed orders previously referred to the committee) in reference to the erection and amendment of traffic warning signs.

On separate motions made by Alderman Laurino, the said proposed substitute order and proposed substitute ordinance were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

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

Erection Of Traffic Warning Signs And Traffic Control Signals.

Ordered, That the Commissioner of Public Works be and he is authorized and directed to erect traffic warning signs on the following streets, for the types specified:

Street	Type of Sign
South Artesian Avenue at West 66th Street	"2-Way Stop" sign;
North Bell Avenue for West LeMoyne Street	"Stop" sign;
West Belle Plaine Avenue at Hamlin Avenue	"2-Way Stop" sign;
West Byron Street and North Bernard Street stopping eastbound Byron Street	"All-Way Stop" sign;
North California Avenue and West Grace Street	"3-Way Stop" sign;
Northwest corner of North Campbell Avenue and West Division Street	"Stop" sign;
North Campbell Avenue at Jarvis Avenue	"2-Way Stop" sign;
North Campbell Avenue at the intersection of West Rosemont Avenue	"All-Way Stop" sign;

Street	Type of Sign
North Damen Avenue at West Cornelia Avenue	"2-Way Stop" sign;
North Canfield Avenue (southbound) and West Foster Avenue (east/west bound)	"No Turn On Red--7:00 A.M. to 7:00 P.M." sign;
Southeast corner of North Campbell Avenue and West Wabansia Avenue	"4-Way Stop" sign;
North Christiana Avenue at West Grace Street	"Stop" sign;
Northeast corner of West Cornelia Avenue at North Olcott Avenue	"All-Way Stop" sign;
West Cortez Street at Hoyne Avenue	"Stop" sign;
West Dickens Avenue at Wolcott Avenue	"Stop" sign;
South Dorchester Avenue for East 72nd Street	"Stop" sign;
South Fairfield Avenue at West 14th Street	"4-Way Stop" sign;
South Fairfield Avenue at West 64th Street	"Stop" sign;
Northbound traffic on South Francisco Avenue at West 64th Street	"Stop" sign;
Southeast corner of West Gettysburg Avenue and North Lieb Avenue for westbound traffic	"Stop" sign;
West Grace Street at Oleander Avenue	"4-Way Stop" sign;
North Greenview Avenue at Norwood Avenue	"2-Way Stop" sign;
West Haddon Avenue and North Paulina Street	"All-Way Stop" sign;

Street	Type of Sign
South Hamilton Avenue for West 76th Street	"2-Way Stop" sign;
South Hamlin Avenue for West 109th Street	"4-Way Stop" sign;
West Hirsch Street and Claremont Avenue	"3-Way Stop" sign;
Northeast corner of West Hirsch Street at North Kedvale Avenue	"Stop" sign;
South Homan Avenue and West 108th Street	"All-Way Stop" sign;
South Hoyne Avenue for West 76th Street	"2-Way Stop" sign;
West Jarvis Avenue and North Greenview Avenue	"3-Way Stop" sign;
South Karlov Avenue and West 57th Street, stopping north/south traffic on Karlov Avenue	"2-Way Stop" sign;
North Kilpatrick Avenue and West Waveland Avenue, stopping southbound traffic Kilpatrick Avenue	"All-Way Stop" sign;
South Kolin Avenue at West 65th Street	"Stop" sign;
South Knox Avenue for West 50th Street	"4-Way Stop" sign;
South Laflin Street controlling traffic on the southeast/southwest corner of West 60th Street	"4-Way Stop" sign bound Devon Avenue;
North Lawndale Avenue for West School Street	"4-Way Stop" sign;
South Lawndale Avenue and West 105th Street	"All-Way Stop" sign;

Street	Type of Sign
West Lawrence Avenue at Narrangansett Avenue	"Stop" sign;
West LeMoyne Avenue and North Claremont Avenue	"3-Way Stop" sign;
North Long Avenue at West Parker Avenue	"All-Way Stop" sign;
South Lyman Street and South Keeley Avenue	"3-Way Stop" sign;
North Marmora Avenue and West Belle Plaine Avenue	"All-Way Stop" sign;
West Medill Avenue at Leavitt Street	"Stop" sign;
North Menard Avenue at West Warwick Avenue	"Stop" sign;
South Michigan Avenue at East 77th Street	"Stop" sign;
South Michigan Avenue for East 78th Street	"2-Way Stop" sign;
North Mobile Avenue at Merrimac Avenue	"Stop" sign;
South Morgan Street for West 105th Street	"4-Way Stop" sign;
South Peoria Street for West 96th Street	"Stop" sign;
South Prairie Avenue for East 78th Street	"Stop" sign;
North Ridgeway Avenue at Ohio Street	"4-Way Stop" sign;
Northeast corner of North Rockwell Street at West Walton Street	"All-Way Stop" sign;

Street	Type of Sign
South Sawyer Avenue for West 110th Street	"Stop" sign;
North Sedgwick Street, West Armitage Avenue and North Lincoln Avenue	"No Turn On Red" signs;
South Seeley Avenue and West 101st Street	"All-Way Stop" sign;
South Springfield Avenue for West 30th Street	"Stop" sign;
North/south traffic on South Springfield Avenue at West 68th Street	"2-Way Stop" sign;
West Strong Street and North Oak Park Avenue	"All-Way Stop" sign;
West Superior Street at Mayfield Avenue	Erect the appropriate signs;
North/southbound traffic on South Throop Street at West 108th Place	"Stop" sign;
South Throop Street for West 109th Place	"Stop" sign;
West Wabansia Avenue at Maplewood Avenue	"3-Way Stop" sign;
West Wabansia Avenue and North St. Louis Avenue	"4-Way Stop" sign;
South Wabash Avenue for East 109th Street	"3-Way Stop" sign;
West Walton Street at Greenview Avenue	"Stop" sign;
South Washtenaw Avenue and West 64th Street	"2-Way Stop" sign;

Street	Type of Sign
South Washtenaw Avenue for West 114th Street	"Stop" sign;
West Waveland Avenue at Meade Avenue	"Stop" sign;
South Washtenaw Avenue and West 109th Street	"All-Way Stop" sign;
West 15th Street and South Keeler Avenue	"3-Way Stop" sign;
West 17th Street for South Rockwell Street	"Stop" sign;
East 32nd Street and South Calumet Avenue	"All-Way Stop" sign;
East 32nd Street and South Giles Avenue	"All-Way Stop" sign;
West 32nd Place and South Lituanica Avenue, stopping eastbound traffic	"Stop" sign;
East 33rd Boulevard and South Calumet Avenue	"All-Way Stop" sign;
East 33rd Boulevard and South Giles Avenue	"All-Way Stop" sign;
West 33rd Place and South Lituanica Avenue, stopping eastbound traffic	"Stop" sign;
East/westbound traffic on West 34th Street and South Lituanica Avenue	"Stop" sign;
West 50th Street at Kolin Avenue	"3-Way Stop" sign;
East 52nd Street and South Dorchester on the northwest corner	"All-Way Stop" sign;

Street	Type of Sign
West 56th Street for South Hamlin Avenue	"2-Way Stop" sign;
Southeast/northwest corner of 61st and South Loomis Street controlling traffic on the southeast and northwest corners of 61st and South Loomis Street	"2-Way Stop" sign;
West 62nd Street at Kedvale Avenue	"Stop" sign;
West 64th Street at Maplewood Avenue	"Stop" sign;
Eastbound traffic at West 66th Street and South Homan Avenue	"Stop" sign;
West 66th Street at Kenneth Avenue	"2-Way Stop" sign;
West 71st Street and South Sangamon Street	"3-Way Stop" sign;
East/westbound traffic on East 72nd Street and South University Avenue	"Stop" sign;
East 78th Street and South Calumet Avenue	"All-Way Stop" sign;
West 80th Street and South Maplewood Avenue, stopping east/west traffic on 80th Street	"2-Way Stop" sign;
East 80th Street for South Merrill Avenue	"Stop" sign;
East 85th Street and South Indiana Avenue	"All-Way Stop" sign;
East 86th Street for South Drexel Avenue	"4-Way Stop" sign;

Street	Type of Sign
East 87th Street and South Cottage Grove Avenue	"No Turn On Red" sign;
West 97th Street for South Peoria Street	"2-Way Stop" sign;
West 126th Street for South Emerald Avenue	"Stop" sign.

Repeal Of Traffic Warning Signs And Traffic Control Signals.

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

SECTION 1. Repeal ordinance passed 2-13-85, page 13566, which reads South Ashland Avenue and West 122nd Street, stopping northbound traffic on Ashland Avenue--"Stop" sign.

SECTION 2. Repeal ordinance passed 9-6-84, page 8765, which reads South Ashland Avenue at West 122nd Street, stopping southbound traffic on Ashland Avenue--"Stop" sign.

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

INSTALLATION OF MISCELLANEOUS SIGNS ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed orders previously referred to the committee on February 27, 1987):

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

SECTION 1. That the Commissioner of Public Works is hereby authorized and directed to give consideration to the erection of the following miscellaneous signs on portions of sundry streets, as follows:

Location	Type of Signs
Entrances of the north/ south alley between South Oak Park Avenue and South Rutherford Avenue from West 59th Street to West 58th Street;	"No Thru Traffic" signs;

Location	Type of Signs
North LaSalle Street between West Washington Street and West Randolph Street	"Close To Traffic"--2-24-87 --4:30 A.M. to 5:15 A.M.;
Entrances to the first north/south alley west of South California Avenue between West 23rd Street and West 23rd Place	"Truck Traffic Prohibited" sign;
(East side) of North Lavergne Avenue from West Belmont Avenue to the first alley north thereof	"Parallel Parking"--8:00 A.M .to 5:00 P.M.--Monday through Saturday;
North Newland Avenue at intersection of West Paler Street	"No Outlet" signs.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

WEIGHT LIMITATION ESTABLISHED ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as substitute for proposed ordinances previously referred to the committee on January 14, February 3 and 27, 1987):

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

SECTION 1. Pursuant to Section 27-418 of the Municipal Code of Chicago the maximum weight permitted to be carried by any truck or commercial vehicle upon the following public ways between the limits indicated (except for the purposes of delivering or picking up material or merchandise) shall be as follows:

Public Way	Limits and Maximum Load
North/south streets	Between North Central and North Laramie Avenues, from West Fullerton Avenue to West Diversey Avenue--5 tons;
South King Drive	From 95th Street to East 100th Street--5 tons;
North Neva Avenue	From Armitage Avenue to West Cortland Avenue--5 tons.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

Failed To Pass -- VARIOUS TRAFFIC REGULATIONS, TRAFFIC SIGNS, ETC.
(Adverse Committee Recommendations).

The Committee on Traffic Control and Safety submitted a report recommending that the City Council do not pass sundry proposed ordinances and proposed orders (transmitted with the committee's report) relating to traffic regulations, traffic signs, etc.

Alderman Laurino moved to *Concur In* the committee's recommendations. The question in reference to each proposed ordinance or proposed order thereupon became: *"Shall the proposed ordinances or proposed orders Pass, notwithstanding the committee's adverse recommendations?"* and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass*, by yeas and nays as follows:

Yeas -- None.

Nays -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

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

The committee report listing said ordinances and orders which failed to pass, reads as follows:

CHICAGO, June 5, 1987.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, begs leave to recommend that Your Honorable Body *Do Not Pass* sundry proposed ordinances and orders submitted herewith, which were referred to your committee (March 25, 1986, May 14, 1986, May 30, 1986, August 28, 1986, September 12, 1986, September 24, 1986, October 27, 1986, November 13, 1986, November 24, 1986, December 10, 1986, December 18, 1986, January 14, 1987, February 3, 1987, February 11, 1987, February 27, 1987) concerning traffic regulations and traffic signs etc. as follows:

Parking Prohibited At All Times:

South California Avenue	1817 (at either side of the driveway);
West Grace Street (North side)	1114--driveway;
North Lincoln Avenue (West side)	From West Cullom Avenue to 4204--driveway;

Parking Prohibited During Specified Hours:

South Blue Island Avenue	2356--2358 (alongside on South Wolcott--approximately 60 feet) 8:00 A.M. to 9:00 P.M.--Monday through Saturday;
West Warren Avenue (North side)	From North Ashland Avenue to North Homan Avenue--7:00 A.M. to 9:00 A.M.--rush hour signs.

Parking Limited:

South South Chicago Avenue (Both sides)	South Exchange Avenue to South Commercial Avenue--2 hours;
South Commercial Avenue	East 87th Street to East 93rd Street

(Both sides)	at South Chicago Avenue--2 hours;
East 91st Street (Both sides)	South Houston Avenue to South Exchange Avenue-- 2 hours;
East 92nd Street (Both sides)	South Houston Avenue to South Exchange Avenue--2 hours.
Loading Zone:	
West Belmont Avenue (North side)	918--7:00 P.M. to 10 P.M.--3 days-- Friday, Saturday and Sunday;
South Blue Island Avenue	2356--2358--8:00 A.M. to 9:00 P.M.-- Monday through Saturday;
North Clybourn Avenue	3145--6:00 A.M. to 8:00 P.M.-- Monday through Saturday;
North Fairfield Avenue	2406--8:00 A.M. to 5:00 P.M.-- Monday through Friday;
South Homan Avenue	2400--8:00 A.M. to 4:00 P.M.--no exceptions;
West Madison Street	5836 to 5844;
East 43rd Street	501.
Do Not Enter:	
At East 50th Place	And South King Drive.
Residential Permit Parking:	
South Eberhart Avenue (Both sides)	Between East 75th Street and East 76th Street.
Single Direction:	
North/South alley	Bounded by East 87th Street, South Wabash Avenue, East 88th Street and South Michigan Avenue--southerly.
Speed Limitations:	
South Fairfield Avenue	From West Roosevelt Road to South Ogden Avenue--20 m.p.h.

Thru Streets:

West 56th Street	Between South Austin Avenue and South Harlem Avenue;
West 57th Street	Between South Austin Avenue and South Harlem Avenue;
West 58th Street	Between South Austin Avenue and South Harlem Avenue;
West 59th Street	Between South Austin Avenue and South Harlem Avenue.

Tow Away Zones:

North Cleveland Avenue	2454 (at either side of driveway) at all times--no exceptions;
West Hawthorne Place (North side)	530;
North Southport Avenue (East side)	3903 at West Byron Street--driveway.

Traffic Warning Signs And Signals:

(December 10, 1986) "Left Turn Signal" eastbound traffic on South Archer Avenue at intersection of South Pulaski Road;

(February 3, 1987) "Stop" signs, for northbound traffic on South Ashland Avenue at the intersection of West 122nd Street;

(May 30, 1986) "Stop" signs, east and westbound traffic on Avalon Avenue at the intersection of 87th Street;

(February 11, 1987) "Stop" signs, for north and southbound traffic on Central Avenue 700 north at Huron Street;

(February 27, 1987) "4-Way Stop" signs, West Barry Avenue and North Central Park Avenue;

(December 10, 1986) "Walk" signals, either side of the Dan Ryan Expressway at West 63rd Street;

(January 14, 1987) "Stop" signs, east and westbound traffic on West Dickens Avenue at intersection of North Hoyne Avenue;

(February 3, 1987) "Stop" signs, on North Drake Avenue at the intersection of West Wrightwood Avenue;

(February 11, 1987) "Stop" signs, for east and westbound traffic on West Jackson Boulevard at the intersection of South Lockwood Avenue;

(February 3, 1987) "4-Way Stop" signs, at the intersection of North Kostner Avenue and West Wrightwood Avenue;

(January 14, 1987) "Stop" signs, north/southbound traffic on North Leavitt Street at the intersection of West Fletcher Street;

(January 14, 1987) "Stop" signs, east/westbound traffic on West Lyndale Avenue at the intersection of North Hamilton Avenue;

(January 14, 1987) "Stop" signs, east/westbound traffic on West McLean Avenue at the intersection of North Hoyne Avenue;

(August 28, 1986) "4-Way Stop" signs, at the intersection of South Michigan Avenue and East 83rd Street;

(January 14, 1987) "2-Way Stop" signs, South Michigan Avenue and East 105th Street, stopping north/south traffic on Michigan Avenue;

(August 28, 1986) "Stop" signs, north/southbound traffic on South Michigan Avenue at intersection of East 105th Street;

(March 25, 1986) "Automatic Traffic Control" signals, at the intersection of North Milwaukee Avenue and West Imlay Street;

(February 3, 1987) "Stop" sign, north/southbound traffic on South Neva Avenue at intersection of West 53rd Street;

(January 14, 1987) "Automatic Traffic Control" signals with the walk and actuated push button, South Paulina Street and West Congress Parkway;

(January 14, 1987) "Stop" sign, north/southbound traffic on North Paulina Street at the intersection of West Walton Street;

(January 14, 1987) "2-Way Stop signs, South St. Louis Avenue and West 53rd Street, stopping north/south traffic on St. Louis Avenue;

(February 11, 1987) "4-Way Stop signs, at 48th Street and South Woodlawn Avenue;

(May 14, 1987) "Left Turn" signals, intersection of West 59th Street and South Pulaski Road (for east and westbound traffic on 59th Street);

(January 14, 1987) "Stop" signs, north/southbound traffic on South Blackstone Avenue at intersection of East 73rd Street;

(February 27, 1987) "2-Way Stop" signs, at the intersection of East 83rd Street and South Michigan Avenue;

(February 27, 1987) "3-Way Stop" signs, at the intersection of East 91st Place and South King Drive;

(February 27, 1987) "3-Way Stop" signs, East 92nd Street and South King Drive;

(October 27, 1987) "2-Way Stop" signs, intersection of West 110th Street and South Spaulding Avenue, stopping east and west traffic on 110th Street.

Weight Limitations:

West Schubert Avenue	Between North Kedzie Avenue and North Sacramento Boulevard--5-tons;
South Union Avenue	From West 121st Street to West 123rd Street--5-Tons.

Amend Parking Prohibited During Specified Hours:

Amend ordinance passed 4-27-60, pages 2504--2513 related to West Diversey Avenue from North Damen Avenue to North Central Avenue by striking 3300 to 3600 West Diversey Avenue (both sides) Rush Hours: (south side) 7:00 A.M. to 9:00 A.M. (north side) 4:00 P.M. to 6:00 P.M.

Amend Parking Limited:

(Both sides) of West Hirsch Street between North Kildare and North Kostner Avenues.

Removal Of Parking Meters:

North Sandburg Terrace	In front of No. 1355, meter numbered: 269/1049.

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

Respectfully submitted,
(Signed) ANTHONY C. LAURINO,
Chairman.

JOINT COMMITTEE

COMMITTEE ON BUILDINGS.

COMMITTEE ON ZONING.

ISSUANCE OF PERMITS FOR ERECTION OF ILLUMINATED SIGNS.

The Joint Committee composed of the members of the Committee on Buildings and the members of the Committee on Zoning submitted the following report:

CHICAGO, June 4, 1987.

To *the President and Members of the City Council:*

The Committees on Buildings along with Zoning begs leave to recommend that Your Honorable Body Pass the proposed orders transmitted herewith (referred to your committees April 1 and May 13, 1987) to authorize the issuance of permits for the erection and maintenance of illuminated signs.

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

Respectfully submitted,
(Signed) DANNY K. DAVIS,
Chairman,
Committee on Zoning.

(Signed) FRED B. ROTI,
Chairman,
Committee on Buildings.

On motion of Alderman Davis, the committee's recommendations were *Concurred In* and said proposed orders were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

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

964 West Belmont Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Universal Outdoor, Incorporated, 520 North Michigan Avenue, Chicago, Illinois 60611, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 964 West Belmont Avenue, Advertising sign--various accounts:

Dimensions: length 36 feet, height 10 1/2 feet
Height Above Grade/Roof to Top of Sign: 60 feet
Total Square Foot Area: 378 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A (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.

9215--9225 South Commercial Avenue.

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 9215--9225 South Commercial Avenue, McDonald's Restaurant:

Dimensions: length 10 feet, height 10 feet
Height Above Grade/Roof to Top of Sign: 40 feet
Total Square Foot Area: 100 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A (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.

2800 West Diversey Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Grate Signs, Incorporated, 4044 McDonough Street, Joliet, Illinois 60436, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2800 West Diversey Avenue, Popeye's Famous Fried Chicken:

Dimensions: length 17 feet 0 inches, height 10 feet 0 inches
Height Above Grade/Roof to Top of Sign: 35 feet
Total Square Foot Area: 188 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A (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.

6750 West Grand Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Flashtric, Incorporated, 3140 North Mannheim Road, Franklin Park, Illinois 60131, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 6750 West Grand Avenue, Jacobs Twin Buick:

Dimensions: length 4 feet 0 inches, height 6 feet 0 inches
Height Above Grade/Roof to Top of Sign: 39 feet
Total Square Foot Area: see attached print.

Such sign shall comply with all applicable provisions of Chapter 194A (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.

[Blue print attached to this order omitted for printing purposes but available for public inspection in the Office of the City Clerk.]

8700 South Lafayette Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Doyle Signs, Incorporated, 232 Interstate Road, Addison, Illinois 60101, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 8700 South Lafayette Avenue, Highland:

Dimensions: length 24 feet 11 inches, height 5 feet 9 inches
Height Above Grade/Roof to Top of Sign: 47 feet 6 inches
Total Square Foot Area: 143 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A (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.

5001 West Madison Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to H. Moenck & Son, 3435 South Peoria Street, Steger, Illinois 60475, for the

erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5001 West Madison Street, McDonalds:

Dimensions: length 12 feet 9 inches, height 14 feet
Height Above Grade/Roof to Top of Sign: 34 feet
Total Square Foot Area: 100 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A (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.

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.

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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 and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
BLOOM (5th Ward)	South Shore Drive (west side), from a point 82 feet south of East 53rd Drive, to a point 50 feet south thereof--8:00 A.M. to 6:00 P.M.-- Monday through Friday;
LAURINO (39th Ward)	West Foster Avenue at 3525--at all times--no exceptions;

Alderman	Location, Distance and Time
O'CONNOR (40th Ward)	North Clark Street (west side) at 5906--9:00 A.M. to 7:00 P.M.--7 days;
EISENDRATH (43rd Ward)	North Halsted Street (west side) at 2014--8:00 A.M. to 6:00 P.M.-- Monday through Friday;
SHILLER (46th Ward)	1000 block of West Sunnyside Avenue, 15 feet to the east and west of 1025 West Sunnyside Avenue--8:30 A.M. to 4:30 P.M.--Monday through Friday.

Referred -- DISCONTINUANCE OF LOADING ZONE ON PORTION OF WEST 51ST STREET.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to discontinue the loading zone at West 51st Street (north side) from a point 90 feet east of South Kostner Avenue to a point 80 feet thereof, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC RESTRICTIONS ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Public Way
CALDWELL (8th Ward)	South Cornell Avenue from West Anthony Avenue to West 83rd Street--southerly;
SHEAHAN (19th Ward)	South Campbell Avenue from West 118th to West 119th Streets--southerly;
GARCIA (22nd Ward)	West 30th Street from South Pulaski Road to South Komensky Avenue--westerly;
GUTIERREZ (26th Ward)	North Albany Avenue from West Armitage Avenue to West Dickens Avenue--southerly;

Alderman	Public Way
	West Homer Street at 2600 block--easterly;
ORR (49th Ward)	West Farwell Street from North Clark Street to North Sheridan Road--easterly.

Referred -- REMOVAL OF PARKING METERS ON PORTIONS OF WEST LAWRENCE AVENUE.

Alderman Laurino (39th Ward) presented a proposed order for the removal of seven parking meters located on West Lawrence Avenue (3200 block from the alley to North Sawyer Avenue), which was *Referred to the Committee on Traffic Control and Safety.*

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)	North Ogden Avenue (west side) at 532 (except for handicapped);
HUELS (11th Ward)	South Lyman Street (east side) at 3079 (except for handicapped);
	South Aberdeen Street at 3150 (except for handicapped);
BURKE (14th Ward)	South Kedzie Avenue (west side), from West 64th Place to West 65th Street;
	West 64th Place (south side), from South Kedzie Avenue to the first alley west thereof;
	First east-west alley west of South Kedzie Avenue from West 64th Place to a point 125 feet west thereof;

Alderman	Location and Distance
LANGFORD (16th Ward)	South Green Street at 5948 (except for handicapped);
KELLAM (18th Ward)	South Wood Street (east side) at 8341 (except for handicapped);
	South Sawyer Avenue at 8104 (except for the handicapped);
GARCIA (22nd Ward)	South Homan Avenue (east side) at 2325 (except for handicapped);
KRYSTYNIAK (23rd Ward)	South Oak Park Avenue at 5834 (except for handicapped);
HENRY (24th Ward)	South Christiana Avenue (west side) at 1910 (except for handicapped);
GUTIERREZ (26th Ward)	North Wilmot Avenue at 1954 (in front of parking lot);
	North Campbell Avenue at 1729 (at either side of driveway);
BUTLER (27th Ward)	West Erie Street (north side) at 2026 (except for handicapped);
SMITH (28th Ward)	South Karlov Avenue (west side), from West Madison Street, to a point 500 feet south thereof;
GABINSKI (32nd Ward)	West Blackhawk Street at 1457 (Tuesdays, Thursdays, Fridays, Sundays);
MELL (33rd Ward)	North California Avenue at 2339 (across the driveway);
	West Fletcher Street at 2620, from the fire hydrant to the alley;
OSTERMAN (48th Ward)	North Winthrop Avenue at 5119 (at either side of driveway);

Alderman	Location and Distance
STONE (50th Ward)	West Rosemont Avenue at 3024 (except for handicapped).

Referred -- PROHIBITION OF PARKING DURING SPECIFIED HOURS ON PORTION OF WEST 94TH STREET.

Alderman Sheahan (19th Ward) presented a proposed ordinance to prohibit the parking of vehicles on both sides of West 94th Street from South Longwood Drive to the R.R. tracks from 6:00 A.M. to 6:00 P.M. on Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROHIBITION OF PARKING AMENDED ON PORTION OF NORTH SACRAMENTO AVENUE.

Alderman Mell (33rd Ward) presented a proposed ordinance to amend an ordinance passed April 1, 1987, prohibiting the parking of vehicles on portion of North Sacramento Avenue (east side) from West Cornelia Avenue to West Addison Street (instead of North Sacramento Avenue (both sides) from West Cornelia Avenue to West Addison Street), which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- DISCONTINUANCE OF PARKING PROHIBITION ON PORTION OF WEST FLETCHER STREET.

Alderman Hansen (44th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles on West Fletcher Street (both sides) from North Clark Street to the first alley west thereof, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF PARKING PROHIBITION ON PORTION OF WEST DIVERSEY PARKWAY.

Alderman Hansen (44th Ward) presented a proposed ordinance amending the prohibition against the parking of vehicles on West Diversey Parkway from North Orchard Street to a point 200 feet east of North Broadway--4:00 P.M. to 7:00 P.M., except Saturdays, Sundays and holidays, 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 two proposed orders to establish residential permit parking zones for 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
LAURINO (39th Ward)	North Lenox Avenue (both sides) between North Caldwell Avenue and North Leoti Avenue--at all times;
NATARUS (42nd Ward)	East Elm Street (both sides) between North State Street and North Lake Shore Drive--at all times--all days.

Referred -- EXTENSION OF RESIDENTIAL PERMIT PARKING ZONE 90 ON PORTION OF NORTH BERNARD STREET.

Alderman Kotlarz (35th Ward) presented a proposed ordinance to amend an ordinance passed on December 18, 1986, (printed on pages 38542--38544 of the Journal of the Proceedings) establishing Residential Permit Parking Zone 90 on both sides of North Bernard Street from West Byron Street to the first alley north of North Elston Avenue, at all times, be amended to read North Bernard Street (both sides) from West Byron Street to North Elston Avenue, at all times, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- DESIGNATION OF SERVICE DRIVE/DIAGONAL PARKING AT SPECIFIED LOCATIONS.

The alderman named below presented proposed ordinances to designate service drives and permit diagonal parking in said locations, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
GARCIA (22nd Ward)	South Springfield Avenue (east side) from West 26th Street to the first alley north thereof; and South Springfield Avenue (both sides) from West 26th Street to the first alley south thereof;

Alderman	Location and Distance
	West 27th Street (south side) from South Trumbull Avenue to the first alley east thereof;
MELL (33rd Ward)	North Spaulding Avenue (east side) from West Belmont Avenue to the first alley south thereof.

Referred -- DISCONTINUANCE OF SERVICE DRIVE ON PORTION OF WEST 26TH STREET.

Alderman Garcia (22nd Ward) presented a proposed order to discontinue the service drive on the south side of West 26th Street alongside of 2600 South Springfield Avenue from South Springfield Avenue to the first north/south alley west thereof, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- DISCONTINUANCE OF DIAGONAL PARKING AT 10956 SOUTH MICHIGAN AVENUE.

Alderman Shaw (9th Ward) presented a proposed order to discontinue diagonal parking alongside 10956 South Michigan Avenue and West 110th Street (north side), which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF SPEED LIMITATIONS AT SPECIFIED LOCATIONS.

Alderman Vrdolyak (10th Ward) presented two proposed ordinances to limit the speed of vehicles to 15 miles per hour at the locations designated, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

South Ewing Avenue, between East 114th and East 115th Streets;

East 114th Street, between South Avenue L and South Ewing Avenue.

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones at the locations designated, for the distances and hours specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
EISENDRATH (43rd Ward)	250 West Diversey Parkway (north side) between North Commonwealth Avenue and North Lake Shore Drive;
HANSEN (44th Ward)	West Diversey Parkway (north side) from North Broadway to a point 150 feet east thereof--at all times;
	North Southport Avenue (east side) at 3021;
ORR (49th Ward)	West Greenleaf at 1806 (at alley way to the driveway)--at all times--no exceptions;
STONE (50th Ward)	North Western Avenue (east side) from West Jarvis Avenue to the first alley north thereof--at all times--no exceptions.

Referred -- INSTALLATION OF TRAFFIC CONTROL SIGNALS AT SUNDRY LOCATIONS.

The aldermen named below presented proposed orders for the installation of automatic traffic signals at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
J. EVANS (21st Ward)	Intersection of West 88th Street and South Ashland Avenue;
LAURINO (39th Ward)	Intersection of West Foster Avenue and North Kostner Avenue.

Referred -- INSTALLATION OF TRAFFIC SIGNS AT SUNDRY LOCATIONS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Type of Sign
T. EVANS (4th Ward)	South Drexel Boulevard and (inner) East 55th Street--"Stop";
	East 53rd Street and South Blackstone Avenue--"Stop";
SAWYER (6th Ward)	Southeast corner of South Eberhart Avenue at East 77th Street--"Stop";
MADRZYK (13th Ward)	South Karlov Avenue and West 66th Street--"Stop";
	West 64th Street and South Komensky Avenue--"2-Way Stop";
BURKE (14th Ward)	South Fairfield Avenue and West 66th Street--"2-Way Stop";
	South Rockwell Street and West 64th Street--"2-Way Stop";
	West 64th Street and South Maplewood Avenue--"Stop";
	West 64th Street and South Talman Avenue--"Stop";
LANGFORD (16th Ward)	West 62nd Street and South Laflin Street--"3-Way Stop";
SHEAHAN (19th Ward)	South Longwood Drive between West 93rd Street and West 94th Street-- "Slow Children Playing";
	West 97th Street and South Winchester Avenue--"4-Way Stop";

Alderman	Location and Type of Sign
	West 104th Street and South Hamlin Avenue--"4-Way Stop";
	West 105th Street and South Hamlin Avenue--"4-Way Stop";
	West 112th Street and South Campbell Avenue--"3-Way Stop";
J. EVANS (21st Ward)	South Emerald Avenue and West 88th Street--"Stop";
	South Emerald Avenue and West 89th Street--"Stop";
	South Harvard Avenue and West 97th Street--"2-Way Stop";
	South Lowe Avenue and West 89th Street--"2-Way Stop";
	South May Street and West 92nd Street--"2-Way Stop";
	South May Street and West 93rd Street--"2-Way Stop";
	South Union Avenue at West 88th Street--"Stop";
	South Wentworth Avenue at West 95th Street--"No Through Traffic";
	South Emerald Avenue at West 87th and West 88th Streets--"Slow";
	West 91st Street at South Wentworth Avenue--"No Truck Traffic";
	West 91st Street at South Wentworth Avenue--"No Through Traffic";

Alderman	Location and Type of Sign
	East 101st Street and South Michigan Avenue--"4-Way Stop";
GARCIA (22nd Ward)	West 28th Street and South Kedvale Avenue--"2-Way Stop";
KRYSTYNIAK (23rd Ward)	South Kenneth and South Kostner Avenues from West 47th to West 48th Streets--"Thru Traffic Prohibited";
	South Nashville Avenue at the intersection of West 63rd Place--"Stop";
	South New England Avenue (one-way street/southerly) at the intersection of West 57th Street--"Stop";
	South Leclaire Avenue and West 52nd Street--"Stop";
	West 61st Street at the intersection of South Merrimac Avenue--"Stop";
GUTIERREZ (26th Ward)	West Caton Street at North Milwaukee Avenue--"Do Not Enter";
	West Wabansia Avenue and North Washtenaw Avenue--"4-Way Stop";
	1400 and 1500 blocks of North Washtenaw Avenue--"Children Crossing";
BUTLER (27th Ward)	North Damen Avenue and West Carroll Avenue--"4-Way Stop";
	West Jackson Boulevard and South Leavitt Street--"3-Way Stop";

Alderman	Location and Type of Sign
	West Jackson Boulevard and South Winchester Avenue--"3-Way Stop";
	2042 and 2048 West Race Street--"No Parking"--(9:00 A.M. to 3:30 P.M., Monday through Friday);
HAGOPIAN (30th Ward)	North Long Avenue and West Schubert Avenue--"3-Way Stop";
MELL (33rd Ward)	West Diversey Avenue at the south bound ramp of the Kennedy Expressway--"Stop";
	North Kimball Avenue at the 3100 block--"Thru Traffic Prohibited";
	West Melrose Avenue at the intersection of North Oakley Avenue--"Stop";
KOTLARZ (35th Ward)	North Keeler Avenue at West Byron Avenue--"Stop";
	West Waveland Avenue at North Lawndale Avenue--"2-Way Stop";
GILES (37th Ward)	North Lockwood Avenue and West Crystal Avenue--"Stop";
	West Ohio Street at the intersection of North Springfield Avenue--"Stop";
LAURINO (39th Ward)	North Bernard Avenue at the intersection of West Catalpa Avenue--"Stop";
	West Peterson Avenue at the intersection of North Kolmar Avenue--"No Left Turn"--(4:00 P.M. to 6:00 P.M.--Monday through Friday)";

Alderman	Location and Type of Sign
	West Thorndale Avenue at the intersection of North Kolmar Avenue--"Stop";
PUCINSKI (41st Ward)	North Oriole Avenue at the intersection of West Palatine Avenue--"2-Way Stop";
NATARUS (42nd Ward)	West Evergreen Avenue and North Cleveland Avenue--"Stop";
SCHULTER (47th Ward)	West Sunnyside and North Lincoln Avenues--"4-Way Stop";
OSTERMAN (48th Ward)	North Early Avenue and North Wayne Avenue--"Stop";
	Northwest corner of Lawrence Avenue and Sheridan Road--"No Turn On Red";
ORR (49th Ward)	West Morse Avenue and North Wolcott Avenue--"4-Way Stop".

Referred -- FIX WEIGHT LIMIT OF FIVE TONS FOR VEHICLES ON SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to fix a weight limit of five tons for trucks and commercial vehicles at the locations designated for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

SOLIZ (25th Ward)	West 21st Street from South Western Avenue to South Leavitt Street;
GUTIERREZ (26th Ward)	North Paulina Street at 1200 and 1300 blocks;
LEVAR (45th Ward)	North Lamon Avenue at 4400 block;

Alderman	Location And Distance
	North Lavergne Avenue at 4400 block;
	North LaCrosse Avenue at 4400 block;
	North Laporte Avenue at 4400 block;
SCHULTER (47th Ward)	West Byron Street at 2400 block.

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2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented twelve proposed ordinances amending the Chicago Zoning Ordinance by reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN SHAW (9th Ward):

To classify as an R3 General Residence District instead of a C1-1 Restricted Commercial District the area shown on Map No. 26-E bounded by

a line 80 feet south of and parallel to East 104th Street; the alley next east of and parallel to South Michigan Avenue; a line 140 feet south of and parallel to East 104th Street; and South Michigan Avenue.

To classify as an R3 General Residence District instead of a C2-1 General Commercial District the area shown on Map No. 26-E bounded by

a line 580 feet south of and parallel to East 105th Street; South Michigan Avenue; a line 690 feet south of and parallel to East 105th Street; and the alley next west of and parallel to South Michigan Avenue.

To classify as an R3 General Residence District instead of a B5-2 General Service District the area shown on Map No. 26-E bounded by

East 109th Street; South Michigan Avenue; a line 105 feet south of and parallel to East 109th Street; and the alley next west of and parallel to South Michigan Avenue.

To classify as an R4 General Residence District instead of a B5-2 General Service District the area shown on Map No. 26-E bounded by

a line 70 feet north of and parallel to East 110th Street; the alley next east of and parallel to South Michigan Avenue; East 100th Street; and South Michigan Avenue.

To classify as an R4 General Residence District instead of a B3-3 General Retail District the area shown on Map No. 26-E bounded by

a line 220 feet north of and parallel to East 111th Street; the alley next east of and parallel to South Michigan Avenue; a line 175 feet north of and parallel to East 111th Street; and South Michigan Avenue.

To classify as an R3 General Residence District instead of a C1-1 Restricted Commercial District the area shown on Map No. 28-E bounded by

a line 390 feet south of and parallel to East 115th Street; South Michigan Avenue; a line 465 feet south of and parallel to East 117th Street; and a line 230 feet west of and parallel to South Michigan Avenue.

To classify as an R3 General Residence District instead of a B4-1 Restricted Service District the area shown on Map No. 28-E bounded by

a line 30 feet south of and parallel to East 117th Place; the alley next east of and parallel to South Michigan Avenue; a line 70 feet south of and parallel to East 117th Place; and South Michigan Avenue.

To classify as an R2 Single Family Residence District instead of a B4-1 Restricted Service District the area shown on Map No. 30-E bounded by

the alley next east of and parallel to South State Street; the alley next north of and parallel to East 127th Street; a line 85 feet east of and parallel to South State Street; and East 127th Street.

To classify as an R3 General Residence District instead of a B4-1 Restricted Service District the area shown on Map No. 30-E bounded by

a line 75 feet north of and parallel to East 119th Place; South Michigan Avenue; a line 50 feet north of and parallel to East 119th Place; and the alley next west of and parallel to South Michigan Avenue.

To classify as an R2 Single Family Residence District instead of a C1-1 Restricted Commercial District the area shown on Map No. 30-F bounded by

a line 175 feet south of and parallel to West 122nd Street; the alley next east of and parallel to South Halsted Street; a line 355 feet south of and parallel to West 122nd Street; and South Halsted Street.

BY ALDERMAN SOLIZ (25th Ward)

To classify as an Institutional Planned Development instead of a C1-2 Restricted Commercial District the area shown on Map No. 6-H bounded by

Coulter Street on the south; 24th Street on the north; Bell Avenue on the west; and Leavitt Street on the east.

BY ALDERMAN DAVIS (29th Ward):

To classify as an R4 General Residence District instead of a C2-2 General Commercial District the area shown on Map No. 2-L bounded by

West Madison Street; a line 125 feet west and parallel to North Cicero Avenue; the alley next south of and parallel to West Madison and Street; and a line 245 feet west of and parallel to North Cicero Avenue.

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3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented twenty-four 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)	Iwan Ries & Company, Incorporated;
BLOOM (5th Ward)	75th On The Lake Home Owners Association;
	Genesis Cooperative Corporation;
CALDWELL (8th Ward)	Grove Condominium Association;
MADRZYK (13th Ward)	Kenton Building Organization;
KRYSTYNIAK (23rd Ward)	6642 West 64th Place Corporation;
	6650 West 64th Place Corporation;
	Garfield Ridge Condo Association;

Alderman	Claimant
MELL (33rd Ward)	Golrose Manor Condominium Association (2);
	Silent Cooperative;
CULLERTON (38th Ward)	Addison Manor Condominium;
LAURINO (39th Ward)	Donald W. Kleis;
	Rabbi Harvey Markowitz;
EISENDRATH (43rd Ward)	607 West Wrightwood Condominium Association;
	2500 Lakeview Association;
	The Hampden Green Condominiums Association;
	1041--1047 Belden Condominium Association;
LEVAR (45th Ward)	Rybko Edwin Peter;
SHILLER (46th Ward)	Alta Vista View Condominiums;
	Grace Condominium Association (3);
	3500 North Lake Shore Drive Operative Apartments, Inc.

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4. UNCLASSIFIED MATTERS

(Arranged In Order According To Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN ROTI (1st Ward):

Referred -- PORTIONS OF SPECIFIED STREETS CLOSED TO TRAFFIC FOR VARIOUS PURPOSES.

Ten proposed orders to close to traffic portions of specified streets for various purposes, which were *Referred to the Committee on Beautification and Recreation,* as follows:

Greater State Street Council--to close to traffic portions of North State Street and West Lake Street for the period June 23 through June 25, 1987 to hold "Celebrate on State Street";

Joy and Peace, c/o Mr. Bobby Belk--to close to traffic South Loomis Street between West 14th Street and West 15th Street on Saturday, June 20, 1987 to hold a festival;

Mayor's Office of Special Events, c/o Ms. Lois Weisberg--to close to traffic East Jackson Boulevard from South Columbus Drive to South Lake Shore Drive for the period June 3 through June 8, 1987; also the east side of South Columbus Drive from East Monroe Street to East Congress Parkway on June 5 through June 8, 1987 to hold the Chicago Blues Festival;

Mayor's Office of Special Events, c/o Ms. Lois Weisberg--to close to traffic East Jackson Boulevard between South Columbus Drive and South Lake Shore Drive for the period June 18 through June 22, 1987 to hold the 3rd Annual Chicago Gospel Festival;

Mayor's Office of Special Events, c/o Ms. Lois Weisberg--to close to traffic South Columbus Drive between East Monroe Street and East Balbo Drive for the period June 19 through June 21, 1987 for a tent location marking and stake drilling in conjunction with the Taste of Chicago and Gospel Festival;

Mayor's Office of Special Events, c/o Ms. Lois Weisberg--to close to traffic East Congress Parkway between South Michigan Avenue and East Columbus Drive on June 19 and June 20, 1987; and, East Jackson Boulevard from South Michigan Avenue to South Lake Shore Drive on June 22 and June 23, 1987 for a tent location marking and stake drilling in conjunction with the Taste of Chicago and Gospel Festival;

Mayor's Office of Special Events--to close to traffic the east side of South Columbus Drive between East Monroe Street and East Congress Parkway for the period June 20 through June 22, 1987 to hold the 3rd Annual Chicago Gospel Festival;

Mayor's Office of Special Events, c/o Ms. Lois Weisberg--to close to traffic South Columbus Drive between East Monroe Street and East Balbo Drive for the period June 25 through July 6, 1987 to hold the Taste of Chicago and Gospel Festival;

Mayor's Office of Special Events, c/o Ms. Lois Weisberg--to close to traffic portions of East Congress Parkway and East Jackson Boulevard for the period June 25 through July 6, 1987 to hold the Taste of Chicago and Gospel Festival.

United Parcel Service, c/o Mr. Fred Glover, Sr.--to close to traffic West 14th Place from South Halsted Street to South Union Avenue; West 14th Place from South Union Avenue to South Clinton Street; West Maxwell Street at South Clinton Street; and, South Jefferson Street from West 13th Street to West 15th Street on August 22 and 23, 1987 to hold their 80th Anniversary celebration.

Referred -- ISSUANCE OF PERMIT TO HOLD STREET FAIR ON PORTIONS OF SOUTH DEARBORN STREET AND WEST POLK STREET.

Also, a proposed order for the issuance of a permit to South Loop Neighbors Associates, to hold a street fair on South Dearborn Street between West Polk Street and West Congress Parkway; and, on West Polk Street between South Plymouth Court and South Federal Street, on Saturday, July 25, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- WAIVER OF FEES FOR SPECIAL EVENT ON PORTION OF STATE STREET.

Also, a proposed order to authorize the City Comptroller to waive all departmental fees and sureties for the Celebrate on State Street special event located on that portion of State Street between Adams and Lake Streets for the period of June 24 and June 25, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE OF EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders for the issuance of permits to the individual and organization listed for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Mr. Samuel J. Lustman -- for one canopy at 939--941 West Fulton Street;

Midland Building Corporation -- for two canopies at 168--174 West Adams Street.

Presented By

ALDERMAN RUSH (2nd Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 30 SETTING PENALTY FOR FALSIFICATION OF ADDRESS.

A proposed ordinance to amend Chapter 30 of the Chicago Municipal Code by adding thereto a new section to be known as Section 30-7.1 setting forth a $1,000 daily fine for those persons or businesses utilizing an additional address not legally assigned to it by the Commissioner of Public Works, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN RUSH (2nd Ward) And OTHERS:

Referred -- ILLINOIS PRISONER REVIEW BOARD URGED TO RECONSIDER ITS DENIAL OF CLEMENCY TO MS. MARY BAKER.

A proposed resolution, presented by Aldermen Rush, Streeter, Langford and Carter, requesting the Illinois Prisoner Review Board reconsider its denial of clemency to Ms. Mary Baker and further that Governor James Thompson commute her sentence, which was *Referred to the Joint Committee composed of the members of the Committee on Human Rights and Consumer Protection and the Committee on Intergovernmental Relations.*

Presented By

ALDERMAN T. EVANS (4th Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF PORTION OF SOUTH BEVERLY AVENUE.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of South Beverly Avenue between West 94th Street and West 95th Street for Jewel Foods (No. 6-21-87-1139); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

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

On motion of Alderman T. Evans, the foregoing proposed order was *Passed.*

TRIBUTE TO LATE MR. DARYLE FELDMEIR.

Also, a proposed resolution reading as follows:

WHEREAS, Daryle Feldmeir, former editor of the *Chicago Daily News*, died in May after a distinguished career in journalism, as well as Dean of the Journalism School of Chicago's Columbia College; and

WHEREAS, His career embraced several years at the *Minneapolis Tribune* and during his tenure as staff writer, columnist and managing editor, the *Minneapolis Tribune* was named one of the ten best newspapers in the United States; and

WHEREAS, Mr. Feldmeir, joined the *Chicago Daily News* in 1968 and was renowned for his thoughtful and composed style and his outstanding news judgment; and

WHEREAS, He became executive editor of the *Chicago Daily News* in 1970 and was editor from 1971 until 1977, and while editor the paper's staff members won three Pulitzer Prizes; and

WHEREAS, He pursued a second career at Columbia College where he was appointed to head the Department of Journalism in 1982; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago join a legion of newspaper reporters and executives, as well as thousands of Chicagoans, who cherish the memory of the *Chicago Daily News* and especially the man who made it a great newspaper, and we offer our profound condolences to Mr. Feldmeir's family.

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

TRIBUTE TO LATE MR. GUNNER MYRDAL.

Also, a proposed resolution reading as follows:

WHEREAS, Nobel Prize winner Gunner Myrdal died last month after a lifetime of dedicated work in the fields of economics and sociology and many years of service as a national legislator in his native Sweden; and

WHEREAS, His long residence in the United States and his study of our institutions led to publication of *An American Dilemma*, a profound book on racial discrimination in our

society, one of the first scholarly examinations of open and institutionalized segregation; and

WHEREAS, *An American Dilemma*, published in 1944, was written because, as Mr. Myrdal said, the United States was in "real trouble," a nation, which in addition to the problem of race relations, he said lacked an energy policy and faced chronic inflation; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago join the people of the world who profoundly respected Gunner Myrdal and proclaim our admiration in memorializing this great man.

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

Presented By

ALDERMAN BLOOM (5th Ward):

TRIBUTE TO LATE MRS. LUCILLE OLLENDORFF.

A proposed resolution reading as follows:

WHEREAS, Chicago's cultural life suffered a great loss on May 30, 1987 with the death of Lucille Ollendorff, president and general manager of Music of the Baroque; and

WHEREAS, Lucille Ollendorff was instrumental in building Chicago's Music of the Baroque from a small Hyde Park-based ensemble into a major professional group of world renown; and

WHEREAS, Lucille Ollendorff grew up in Oak Park, Illinois and attended the University of Chicago where she took her B.A. in French language and literature, and two Master's degrees, one in education and another in humanities; and

WHEREAS, Her total commitment to Music of the Baroque caused her to abandon her doctoral studies; and

WHEREAS, Her career as an educator included teaching social studies and literature at Francis Parker School, the University of Chicago Laboratory School and six years as a lecturer in liberal arts in the University of Chicago's extension division; and

WHEREAS, Lucille Ollendorff's accomplishments on behalf of Music of the Baroque led to her service on the advisory boards of the Illinois Arts Council, Lawyers for the Creative Arts and the University of Chicago's Music Department; and

WHEREAS, She leaves behind two sons, K. Daniel and Thomas Ollendorff, two grandchildren and a host of associates, friends and admirers; and

WHEREAS, Lucille Ollendorff's legacy adds immeasureably to Chicago's reputation as home to world-class musical organizations, and Music of the Baroque will stand as a living monument to her memory; now, therefore,

Be It Resolved, By the Mayor and the members of the City Council of Chicago that we extend our deepest sympathy to Lucille Ollendorff's family and associates of Music of the Baroque, and on behalf of the people of Chicago express our sorrow.

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

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

Referred -- DIRECTOR OF OFFICE OF BUDGET AND MANAGEMENT REQUESTED TO IDENTIFY SOURCES OF FUNDS FROM WHICH PARTIAL PAYMENTS TO QUALIFIED VENDORS CAN BE DRAWN.

Also, a proposed resolution requesting the Director of the Office of Budget and Management to identify sources of funds from which a revolving fund for partial payment to qualified vendors can be drawn and to develop a program permitting advancements to be made against city vouchers to permit small vendors, minority vendors, and female-owned vendors to continue to do business in the City of Chicago, which was, *Referred to the Committee on the Budget and Government Operations.*

Presented By

ALDERMAN SAWYER (6th Ward):

SERGEANT-AT-ARMS AND ASSISTANT SERGEANTS-AT-ARMS DESIGNATED FOR 1987--1991 CITY COUNCIL TERM.

A proposed resolution reading as follows:

Be It Resolved, That the following individuals be and they hereby are named to the positions designated below:

Ronald C. Robinson, Sergeant-At-Arms,

Rafael V. Vergil, Assistant Sergeant-At-Arms,

Chester Parker, Assistant Sergeant-At-Arms,

Irene Mitchell, Assistant Sergeant-At-Arms,

Verlia Thomas, Assistant Sergeant-At-Arms,

during the 1987--1991 term of the City Council of the City of Chicago.

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, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

Presented By

ALDERMAN BEAVERS (7th Ward):

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE OF EXISTING CANOPY AT 8944 SOUTH COMMERCIAL AVENUE.

A proposed order for the issuance of a permit to Clarence T. Rewers for the maintenance and use of an existing canopy attached to the building or structure at 8944 South Commercial Avenue, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN CALDWELL (8th Ward):

Referred -- GRANTING OF PERMISSION TO HOLD SIDEWALK SALE ON PORTION OF EAST 87TH STREET.

A proposed order requesting the Commissioner of Public Works to grant permission to the 87th Street-Stony Island Business Association, to hold a sidewalk sale on both sides of East 87th Street between the 1500 block and the 1700 block for the period of June 16 through June 19, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN SHAW (9th Ward):

TRIBUTE TO LATE MR. GOLDEN PARKER.

A proposed resolution reading as follows:

WHEREAS, God the Almighty in His Infinite Widsom has called to his eternal reward Golden Parker, one of the great south side's most beloved citizens, May 18, 1987; and

WHEREAS, A native of Mississippi, Golden Parker moved to Chicago in the 1930s. He and his wife, Juanita, moved to Altgeld Gardens in 1944 and became well-known throughout the community. He joined the Longshoremen Association Local No. 19 at that time, where he worked until retirement; and

WHEREAS, Golden Parker and his wife, Juanita, who pre-deceased him, represented the strength and solidity of family life: their union has yielded ten children, thirty-five grandchildren and forty-five great-grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 5th day of June, 1987, A.D., do hereby voice our sorrow on the death of Golden Parker, and extend to his fine family our deepest expressions of sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Golden Parker.

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

CONGRATULATIONS EXTENDED TO ARNETTA AND DANIEL JOHNSON ON THEIR GOLDEN WEDDING ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Daniel Johnson, residents of Chicago's great south side, are celebrating Fifty Golden Years of Wedded Bliss; and

WHEREAS, Daniel Johnson and Arnetta Johnson both came to our great City as children and have made their life here. Daniel was born in Valiant, Oklahoma, came here at the age of eleven years, and was graduated from Wendell Phillips High School. Arnetta is from Jackson, Mississippi, came to Chicago at the age of three years, and eventually was graduated from Hyde Park High School. They married May 30, 1937, at Grant Memorial A.M.E. Church, of which they are still stalwart members and from whom they have received a 50-year Certificate symbolizing their happy and fruitful adventure together; and

WHEREAS, After 42 years with U. S. Steel, Daniel Johnson retired in 1978; and

WHEREAS, Arnetta and Daniel Johnson epitomize the solidity and strength of family life, in which the leaders of this great City place so much pride and hope. They have seven children, and have sent all to college; and they now have nine grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby congratulate Mr. and Mrs. Daniel Johnson as they celebrate Fifty Golden Years of Wedded Bliss, and that we join their wonderful family and many friends in extending to this outstanding couple our very best wishes for many more years of happiness and success.

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Daniel Johnson.

Alderman Shaw 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 Shaw, the foregoing proposed resolution was *Adopted*, by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

Referred -- CITY OF CHICAGO URGED TO WITHDRAW ALL CITY EMPLOYEES FROM HEALTH MAINTENANCE ORGANIZATION PLANS AND DISALLOW ANY NEW APPLICATIONS UNTIL COMPLETION OF INVESTIGATION INTO ALLEGED PATIENT ABUSE.

Also, a proposed ordinance to withdraw all employees of the City of Chicago from Health Maintenance Organization plans and disallow any new applications until completion of investigation on suspected patient neglect and abuse, which was *Referred to the Committee on Health.*

Presented By

ALDERMAN VRDOLYAK (10th Ward):

Referred -- EXEMPTION OF PROPERTY AT 10348--10350 SOUTH INDIANAPOLIS BOULEVARD FROM PHYSICAL BARRIER REQUIREMENT PREVENTING ALLEY ACCESSIBILITY.

A proposed ordinance preventing the property at 10348--10350 South Indianapolis Boulevard, a commercial driveway permit holder, from the physical barrier requirement, to prevent alley accessibility pursuant to the provisions of the Municipal Code Chapter 33, Section 33-19.1, which was *Referred to the Committee on Streets and Alleys.*

Referred -- GRANT OF PRIVILEGE TO ACME STEEL COMPANY FOR ELEVATED STEEL STRUCTURE.

Also, a proposed ordinance granting permission and authority to Acme Steel Company to maintain and use as now constructed a diagonal elevated steel structure over and across South Torrence Avenue, the center line of which is two hundred fifty-three feet north of the center line of West 114th Street, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE MR. THOMAS DUFFIN.

A proposed resolution reading as follows:

WHEREAS, Thomas J. Duffin had passed away on April 26, 1987; and

WHEREAS, Tom Duffin died suddenly and unexpectedly; and

WHEREAS, Tom Duffin was the loving husband of Ceal Sinnot Duffin, and the devoted and proud father of Virginia "Ginger" Houlihan; and

WHEREAS, Tom was a loving grandfather of Michelle Rodnick, Erin and Thomas Houlihan and great grandfather of Racheal; and

WHEREAS, Tom Duffin was a very active member of the 11th Ward Community where he had served for many years as a precinct captain of the 11th Ward Democratic Party and an active member of the Hamburg Athletic Association; and

WHEREAS, Mr. Duffin will be greatly missed by all that had known and loved him, including the many residents of the 11th Ward that he had spent time with, as well as his many family members and friends; and

WHEREAS, The citizens of the 11th Ward will greatly miss all that he has 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 gathered on this 5th day of June in 1987, do hereby mourn the death of Thomas Duffin, a fine man and a fine citizen, and may we also extend our deepest sympathy to his wife Ceal, his daughter, 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 Tom Duffin.

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 MR. CHARLES KULIKOWSKI.

Also, a proposed resolution reading as follows:

WHEREAS, Charles Kulikowski had passed away on June 1, 1987; and

WHEREAS, Charles was a lifelong Bridgeport businessman and former owner of Helen's Card and Gift Shop; and

WHEREAS, Charles Kulikowski was the loving husband of Helen Paterkiewicz Kulikowski, and the devoted and proud father of the late Chester Kulikowski; and

WHEREAS, Charles was a loving grandfather of three children; and

WHEREAS, Mr. Kulikowski was a very active businessman of the 11th Ward Community where he had served many people; and

WHEREAS, Charlie "officially" retired from the business in 1979 but still spent most of his days at the store conversing with his customers; and

WHEREAS, Mr. Kulikowski will be greatly missed by all that had known and loved him, including the many customers that had spent time with him, as well as many family members and friends; and

WHEREAS, The citizens of the 11th Ward will greatly miss all that he has 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 gathered on this 5th day of June in 1987, do hereby mourn the death of Charles Kulikowski, a fine man and a fine citizen, and may we also extend our deepest sympathy to his wife Helen, his grandchildren 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 Charles Kulikowski.

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.

CONGRATULATIONS EXTENDED TO SEVEN INDUCTEES INTO CHICAGO VALENTINE BOYS AND GIRLS CLUB HALL OF FAME.

Also, a proposed resolution reading as follows:

WHEREAS, The Chicago Valentine Boys and Girls Club, Louis Valentine Unit will hold their annual Hall of Fame Dinner Dance on April 30, 1987; and

WHEREAS, The 53rd Annual Hall of Fame Dinner Dance will be held at the Martinique Restaurant; and

WHEREAS, Seven members will be inducted into the Hall of Fame: Bob Babuskow, Sophie Orient, Henry Palmisano, John Poulos, Fritz Pruzina, Jack Schaller, and Louis Viverito; and

WHEREAS, These seven members have been extremely instrumental in the success of the Boys and Girls Club; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council, gathered in this 5th day of June in 1987, do hereby extend our heartiest congratulations to these seven inductees, and may we also extend our sincerest best wishes to her in all of her future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for these seven inductees.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

Referred -- ISSUANCE OF PERMIT TO HOLD CHURCH CARNIVAL ON PORTION OF WEST 45TH STREET.

Also, a proposed order for the issuance of a permit to Immaculate Conception Church to hold a church carnival on West 45th Street, from South Ashland Avenue to South Justine Avenue, for the period July 14 through July 26, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- ISSUANCE OF PERMITS TO HOLD SIDEWALK SALES ON PORTIONS OF SPECIFIED STREETS.

Also, two proposed orders for the issuance of permits to the applicants listed to hold sidewalk sales on portions of specified streets, which were *Referred to the Committee on Beautification and Recreation,* as follows:

Back of the Yards Businessmen's Association--to hold a sidewalk sale on South McDowell Avenue, from 1500 to 1600, west for the period July 16 through July 18, 1987;

Spiegel Outlet--to hold a sidewalk sale on the south side of West 35th Street, between South Aberdeen Street and South Racine Avenue, for the period June 26 through June 28, 1987.

Presented By

ALDERMAN FARY (12th Ward):

Referred -- ISSUANCE OF PERMIT TO HOLD CHURCH CARNIVAL ON PORTIONS OF WEST 46TH STREET AND SOUTH WOLCOTT AVENUE.

A proposed order for the issuance of a permit to Sacred Heart Church, c/o Reverend Richard Klajbor, to hold a church carnival on West 46th Street, from South Honore Street to South Winchester Avenue, and on South Wolcott Avenue, from West 46th Street to the alley north of West 47th Street, for the period June 1 through June 9, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN BURKE (14th Ward):

CITY COUNCIL COMMITTEE ON POLICE, FIRE AND MUNICIPAL INSTITUTIONS REQUESTED TO CONVENE PUBLIC HEARINGS INVESTIGATING FIRE AT 111 EAST WACKER DRIVE.

A proposed order reading as follows:

WHEREAS, Serious questions have been raised regarding the effectiveness of the response to the calls for assistance at a fire at 111 East Wacker Drive on May 13, 1987; and

WHEREAS, The health and safety of Chicagoans and visitors to the City are dependent on prompt, effective and professional fire suppression and rescue services; and

WHEREAS, The confidence necessary and effective fire suppression services have been undermined by the situation; now, therefore,

Be It Ordered, That the Committee on Police and Fire convene in public hearings to investigate all aspects of the fire at 111 East Wacker Drive on May 13, 1987 within ten (10) days.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO HONORABLE MICHAEL GAFFEY ON HIS RETIREMENT AS VICE CONSUL GENERAL OF REPUBLIC OF IRELAND IN CHICAGO.

Also, a proposed resolution reading as follows:

WHEREAS, The Honorable Michael Gaffey has served as Vice Consul General of The Republic of Ireland in Chicago since September 7, 1983; and

WHEREAS, He has provided expert and dedicated guidance to the Irish- American community in Chicago; and

WHEREAS, His dedication and expertise have been of great value to the Irish people who have contributed much to the growth, leadership and well-being of this great City; and

WHEREAS, Michael Gaffey's vigorous and enthusiastic support of Irish- American activities in Chicago reflects great honor and esteem on The Republic of Ireland and the people he has represented here; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, duly assembled this 5th day of June, 1987, do hereby congratulate and express our admiration and gratitude to the Honorable Michael Gaffey.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

METROPOLITAN FAIR AND EXPOSITION AUTHORITY
MEMORIALIZED TO ERECT PLAQUE WITHIN
NEW MC CORMICK PLACE HONORING
"COLONEL" JACK REILLY.

Also, a proposed resolution reading as follows:

WHEREAS, "Colonel" Jack Reilly retired as Director of the Mayor's Office of Special Events on March 31, 1977; and

WHEREAS, "Colonel" Reilly's long list of accomplishments has made the City of Chicago the tourism capital of America; and

WHEREAS, "Colonel" Reilly was instrumental in bringing to Chicago many foreign dignitaries and royalty, including Queen Elizabeth II's visit to Chicago in 1959; and

WHEREAS, "Colonel" Reilly will probably be most remembered for the many traditions, parades and City celebrations cherished by all Chicagoans, including the addition of green dye to the Chicago River on St. Patrick's Day and the annual Venetian Night Festival and Parade; and

WHEREAS, "Colonel" Reilly is now residing in Fort Lauderdale, Florida and has been in failing health; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago extend to "Colonel" Jack Reilly a healthy and speedy recovery; and

Be It Further Resolved, That the Mayor and members of the City Council of the City of Chicago memorialize the Metropolitan Fair and Exposition Authority to erect a plaque in honor of "Colonel" Jack Reilly within the new McCormick Place Annex in honor of his tireless efforts in promoting the City of Chicago to the world.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

Presented By

ALDERMAN CARTER (15th Ward):

Referred -- ISSUANCE OF PERMIT TO HOLD "HOT FUN IN SUMMERTIME FESTIVAL" ON PORTION OF SOUTH DAMEN AVENUE.

A proposed order for the issuance of a permit to Mr. Harold DeCuir to hold a "Hot Fun in Summertime Festival" on South Damen Avenue, from West 59th Street to West 61st Street, on June 27, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN LANGFORD (16th Ward):

Referred -- ISSUANCE OF PERMIT TO HOLD SIDEWALK SALE ON PORTIONS OF SPECIFIED STREETS.

A proposed order for the issuance of a permit to the Englewood Businessmen's Association to hold a sidewalk sale on both sides of South Halsted Street, from West 62nd Street to West 65th Street, and on East 63rd Street, from 700 south to 900 south, for the period June 4 through June 6, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN KELLAM (18th Ward):

Referred -- ISSUANCE OF PERMIT TO HOLD SUMMER FAMILY FEST ON PORTION OF WEST 83RD STREET.

A proposed order for the issuance of a permit to St. Denis Church to hold a Summer Family Fest on West 83rd Street, from South St. Louis Avenue west to the railroad tracks, for the period June 4 through June 7, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- ISSUANCE OF SIGN PERMIT TO GRATE SIGNS, INCORPORATED FOR ERECTION OF SIGN/SIGNBOARD AT 8659 SOUTH CICERO AVENUE.

Also, a proposed order for the issuance of a sign permit to Grate Signs, Incorporated for the erection of a sign/signboard at 8659 South Cicero Avenue for U.S.A. Muffler Shop, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN SHEAHAN (19th Ward) And ALDERMAN HANSEN (44th Ward):

Referred -- ESTABLISHMENT OF NEW THREE DIGIT CODE TO ENHANCE EMERGENCY RESPONSE SYSTEM FOR CHICAGO FIRE DEPARTMENT.

A proposed resolution for establishment of a new and separate three digit telephone number or letter system for use by the Chicago Fire Department to enhance response time for emergencies occurring within the corporate limits of the City of Chicago.

Alderman Sheahan moved to suspend the rules temporarily to permit immediate consideration of and action upon the foregoing proposed resolution. The motion was lost by yeas and nays as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Fary, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Osterman, Stone -- 23.

Nays -- Aldermen Rush, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Henry, Butler, Smith, Davis, Figueroa, Austin, Giles, Natarus, Shiller, Schulter, Orr -- 23.

Thereupon, on motion of Alderman Sheahan, the said proposed resolution was *Referred to the Committee on Police, Fire and Municipal Institutions.*

Presented By

ALDERMAN JONES (20th Ward):

TRIBUTE TO LATE MR. ALGERNON SMITH.

A proposed resolution reading as follows:

WHEREAS, Algernon Smith was born in Como, Mississippi on May 17, 1894; and

WHEREAS, As a young man he served his country as a member of the United States Army in World War I; and

WHEREAS, Algernon Smith graduated from Rusk College of Hollys Spring, Mississippi. He was a teacher on the staff of Western College in Kansas City, Missouri, and St. Pawn College of Lawrenceville, Virginia; and

WHEREAS, Algernon Smith in 1927 moved to Chicago, Illinois and was employed by Swift and Company. In 1943 he was united in marriage to Florida Mae Clemons; and

WHEREAS, Algernon Smith devoted a great portion of his life working with and through different service organizations for the benefit of other people; and

WHEREAS, He was a charter member of The Woodlawn Organization (T.W.O.) and the Woodlawn Mental Health Advisory Board. He was also Chairman or President or Parliamentarian of many Community organizations, such that he was known as "Mr. Chairman" to many that knew him; and

WHEREAS, Algernon Smith at the time of his transition from this life December 23, 1986, was Chairman of the Advisory Board of The Woodlawn Mental Health Center; and

WHEREAS, His devoted wife of forty-three years, Florida Mae, stood by him in his service to his fellowman; now, therefore,

Be It Resolved, By the Mayor and members of the City Council of the City of Chicago, gathered here this 5th day of June, 1987, acknowledge and pay homage to this person who worked so diligently to enrich and encourage the lives of others; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the widow of Algernon Smith, Mrs. Florida Mae Smith.

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

Referred -- ISSUANCE OF PERMIT TO HOLD SIDEWALK SALE ON PORTION OF SOUTH COTTAGE GROVE AVENUE.

Also, a proposed order for the issuance of a permit to Transport Salvage Sale, Incorporated, c/o Mr. Jim Wenzel, to hold a sidewalk sale in front of 6830--6840 South Cottage Grove Avenue on June 12, 13, 19, 20, 26, 27, July 3, 4, 10, 11, 17, 18, 24, 25, 31, August 1, 7, 8, 14, 15, 21, 22, 28, 29, September 4, 5, 11, 12, 18, 19, 25, 26, October 2, 3, 9, 10, 16, 17, 23, 24, 30, and 31, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN GARCIA (22nd Ward):

Referred -- ISSUANCE OF PERMITS TO HOLD STREET FAIRS AT SPECIFIED LOCATIONS.

Two proposed orders for the issuance of permits to the individual and organization listed to hold street fairs at the locations specified, which were *Referred to the Committee on Beautification and Recreation,* as follows:

Boys and Girls Club of Little Village, c/o Vince Gomez--to hold a street fair on South Christiana Avenue, from 2600 to 2628, for the period June 25 through June 28, 1987;

Jesus Medina--to hold a street festival on South Central Park Avenue, from West 26th Street to West 27th Street, for the period August 22 and 23, 1987.

Presented By

ALDERMAN KRYSTYNIAK (23rd Ward):

CONGRATULATIONS EXTENDED TO OSCO DRUGS ON ITS FIFTIETH ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, The nationwide firm of Osco Drugs is celebrating the Fiftieth Anniversary of its establishment; and

WHEREAS, Founded in 1937 in Rochester, Minnesota, Osco Drugs opened its first Chicago store in 1961 and now has some 32 stores within the City limits. Nationwide, there are 672 Osco Drugstores, and Osco has become one of the most widely recognized and respected businesses; and

WHEREAS, Chicago's celebration of this heralded event--Osco's Fiftieth Anniversary--takes place June 3, 1987 at Navy Pier and the Field Museum, when civic and business leaders come together to honor Osco, its staff and employees and its current president, Dick George; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago do hereby recognize the considerable contribution of Osco Drugs to our City and to our country, and do indeed honor this outstanding American business as it celebrates 50 years of growth and prosperity. We also extend to Osco Drugs our very best wishes for many more years of outstanding success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Osco Drugs.

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, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO MS. JANE KULBIDA ON WINNING 1986--1987 YOUNG WRITER'S CONTEST.

Also, a proposed resolution reading as follows:

WHEREAS, Jane Kulbida, outstanding young resident of Chicago's great southwest side, has been named a winner in the 1986--1987 Young Writer's Contest; and

WHEREAS, An eighth grader at John Kinzie School, Jane Kulbida is one of 105 first through eighth graders across America who will have their stories, poems and essays published in the 1987 Rainbow Collection: "Stories and Poetry by Young People", sponsored by the Ronald McDonald's Charities; and

WHEREAS, Jane Kulbida's poem, entitled "The Real Americans", which dealt with the American Indian tribes and the many problems and stresses their cultures have endured, was one of 13 entries from Illinois that won; and

WHEREAS, It is an honor to recognize a significant achievement of an outstanding young citizen of this great City of Chicago; now, therefore,

Be *It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 5th day of June, 1987, A.D., do hereby offer our heartiest congratulations to Jane Kulbida as a winner of the 1986--1987 Young Writer's Contest, and that we extend our best wishes to her for continued success in all of her future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jane Kulbida.

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, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

Referred -- PERMISSION GRANTED FOR RESIDENTIAL PARKING OF SPECIFIED PICKUP TRUCKS.

Also, four proposed orders to grant permission to the individuals listed to park pickup trucks in front of their residences in accordance with Section 27-317 of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Robert J. Adamik--5411 South Natoma Avenue;

Joseph Bafia--5555 South Parkside Avenue;

Santo F. Procent--6711 West 64th Street;

William Strock--6716 West 64th Street.

Presented By

ALDERMAN KRYSTYNIAK (23rd Ward) and OTHERS:

Referred -- NOTICE OF PUBLIC HEARING FOR CREATION OF SPECIAL SERVICE AREA AND ESTABLISHMENT OF GUARANTEED HOME EQUITY PROGRAM FOR SOUTHWEST SIDE.

A proposed ordinance, presented by Aldermen Krystyniak, Madrzyk, Burke, Fary, Kellam and Sheahan, requesting a public hearing to consider the creation of a Special Service Area and to consider the levy of an annual tax sufficient to produce the revenues required to

establish a Guaranteed Home Equity Program for the southwest side, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN SOLIZ (25th Ward):

Referred -- PORTION OF SOUTH CALIFORNIA AVENUE CLOSED TO TRAFFIC FOR A SUMMER FEST.

A proposed order to grant permission to the Pilsen and Little Village Community Center to close to traffic South California Avenue, between West 24th Place and West 26th Street, to hold a summer fest for the period June 23 through June 29, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- INSTALLATION OF ALLEY LIGHT IN REAR OF 2612 WEST 26th STREET.

Also, a proposed order for the installation of an alley light in the rear of the premises at 2612 West 26th Street, which was *Referred to the Committee on Finance.*

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE OF EXISTING CANOPY AT 2354 SOUTH OAKLEY BOULEVARD.

Also, a proposed order for the issuance of a permit to Mr. Vasco Marconi for the maintenance and use of an existing canopy attached to the building or structure at 2354 South Oakley Boulevard, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN GUTIERREZ (26th Ward):

Referred -- REDUCTION IN ANNUAL LICENSE FEES FOR SPECIAL POLICE EMPLOYED BY NORWEGIAN AMERICAN HOSPITAL.

A proposed ordinance requiring each of the special police employed by Norwegian American Hospital to pay a ten dollar license fee pursuant to Municipal Code Chapter 173, Section 173-6, which was *Referred to the Committee on Finance.*

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 27, SECTION 27-308 REQUIRING PLACEMENT OF HANDICAPPED PARKING SIGNS AT PRIMARY ENTRANCE OF ALL PUBLIC BUILDINGS.

Also, a proposed ordinance to amend Municipal Code Chapter 27, Section 27-308 requiring the erection and maintenance of signs to prohibit parking except for handicapped or disabled veteran licensed vehicles or specifically designated vehicles displaying a handicapped placard in front of the primary entrance of every public building, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 27, SECTION 27-411.1 CONCERNING WAIVER OF FEES FOR INSTALLATION OF HANDICAPPED PARKING SIGNS.

Also, a proposed ordinance to amend Municipal Code Chapter 27, Section 27- 411.1 waiving applicant fees for the installation and maintenance of handicapped parking, disabled parking signs, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE OF EXISTING CANOPY AT 2912 WEST CORTEZ STREET.

Also, a proposed order for the issuance of a permit to the Norwegian American Hospital for the maintenance and use of an existing canopy attached to the building or structure at 2912 West Cortez Street, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN BUTLER (27th Ward):

Referred -- ISSUANCE OF SIGN PERMIT TO GRATE SIGN, INCORPORATED FOR ERECTION OF SIGN/SIGNBOARD AT 50 NORTH WESTERN AVENUE.

A proposed order for the issuance of a sign permit to Grate Signs, Incorporated for the erection of a sign/signboard at 50 North Western Avenue for Popeye's Chicken, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN SMITH (28th Ward):

Referred -- VARIOUS GOVERNMENTAL AGENCIES REQUESTED TO ADOPT QUOTAS IN HIRING HANDICAPPED CITIZENS.

A proposed resolution urging the Chicago Board of Education, the Chicago Transit Authority, the Chicago Sanitary District, the Chicago Housing Authority and individual City of Chicago departments to adopt a hiring procedure whereby two percent of all new hirings be reserved for handicapped applicants and that the State of Illinois authorities and the Board of Cook County examine the feasibility of establishing the same two percent quota, which was *Referred to the Committee on Economic Development.*

Presented By

ALDERMAN SMITH (28th Ward) And OTHERS:

TRIBUTE TO LATE MEMBERS OF WINFIELD FAMILY.

A proposed resolution, presented by Aldermen Smith, Natarus, Davis and Giles, reading as follows:

WHEREAS, Charles and Mabel Winfield, on May 22, 1987, lost their daughter, Angela J. Winfield in a tragic fire; and

WHEREAS, Angela J. Winfield, not only lost her life in that fire, but four children; and

WHEREAS, The four children lost in the fire were:

Quintina Winfield, seven years of age,

Latoya Winfield, six years of age,

Michael Winfield, five years of age, and

Andrea Winfield, two years of age; and

WHEREAS, Michael, the father of the deceased children, is left to mourn these very tragic deaths; and

WHEREAS, We all feel the pain and sorrow of the untimely death of these young people; now, therefore,

Be It Resolved, And let the word go forth to Michael, the husband of Angela and father of four children lost in the fire and to Mr. and Mrs. Charles Winfield that we share with them in their time of trouble.

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

Presented By

ALDERMAN DAVIS (29th Ward):

CONGRATULATIONS EXTENDED TO MR. DARIAN LONGMIRE ON ACHIEVING RANK OF EAGLE SCOUT.

A proposed resolution reading as follows:

WHEREAS, Scouting has a long and glorious history in the United States of America; and

WHEREAS, Over the years, Scouting has proven itself to be one of the most effective vehicles through which young people can develop leadership characteristics and skills; and

WHEREAS, In these times of great need for opportunities and directions for our young people; and

WHEREAS, Scouting is one of the activities which helps to meet these needs by providing training, programs and incentives, especially through the attainment of rank; and

WHEREAS, Attaining the rank of Eagle Scout is the highest honor one can reach through our regular scouting programs; and

WHEREAS, Darian Longmire of Troop Number 399, under the leadership of Scoutmaster and Austin District Commissioner Ronald Miller, has attained the rank of Eagle Scout; now, therefore,

Be It Resolved, That the Honorable Mayor Harold Washington and the Chicago City Council in meeting on this 5th day of June, 1987, do hereby extend congratulations and commendations to Darian Longmire on this distinguished achievement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and submitted to Darian and his family as an indication of the esteem in which he is held.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO MR. ROBERT TOWNSEND ON HIS SUCCESS AS WRITER, PRODUCER, DIRECTOR AND ACTOR.

Also, a proposed resolution reading as follows:

WHEREAS, Mr. Robert Townsend was born and grew up on Chicago's west side, living at 4447 West Van Buren Street; and

WHEREAS, Robert attended the West Garfield Upper Grade Center and subsequently graduated from Austin High School; and

WHEREAS, As a teenager Robert made use of his communities' resources and was an active participant in the programs and activities of the Better Boys Foundation; and

WHEREAS, After graduating from Austin High School, Robert attended Second City where he further honed his skills and perfected his craft as he moved towards becoming one of our most effective artisans; and

WHEREAS, Mr. Robert Townsend is most well known for the fact that he wrote, produced, directed and starred in the movie, "Hollywood Shuffle", now, therefore,

Be It Resolved, That the Honorable Mayor Harold Washington and the Chicago City Council in meeting this 5th day of June, 1987, do hereby commend and congratulate Mr. Robert Townsend for the execution of his exceptional talent; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for submission to Mr. Robert Townsend as an indication of Chicago's pride in one of its most talented native sons.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

Presented By

ALDERMAN HAGOPIAN (30th Ward):

CONGRATULATIONS EXTENDED TO MR. AND MRS. JOHN WIRKUS ON THEIR FORTIETH WEDDING ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. John Wirkus are celebrating 40 years of marriage on June 14, 1987; and

WHEREAS, Mass will be celebrated in their honor at St. Hyacinth Catholic Church where they were married; and

WHEREAS, John and Wanda have led exemplary lives by always putting the needs and wants of their family above all else; and

WHEREAS, Their actions have become a standard by which their children, Judie and Jack try to follow; and

WHEREAS, Along with their children, they are the proud in-laws of Ken and Teresa and grandparents of Matthew, John, Mary and are expecting a fourth grandchild in January; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fifth day of June, 1987, do hereby congratulate Mr. and Mrs. John Wirkus as they celebrate their 40th Wedding Anniversary and extend to them our very best wishes for many more years of happiness; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. John Wirkus.

Alderman Hagopian 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 Hagopian, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

Presented By

ALDERMAN FIGUEROA (31st Ward) and OTHERS:

Referred -- AMENDMENT OF MUNICIPAL CODE BY ESTABLISHMENT OF NEW "CHICAGO CLEAN INDOOR AIR ACT".

A proposed ordinance, presented by Aldermen Figueroa, Garcia, Davis, Streeter and Orr, to amend the Chicago Municipal Code by establishing a new "Chicago Clean Indoor Air Act" which would regulate smoking in public places, which was *Referred to the Committee on Health.*

Presented By

ALDERMAN GABINSKI (32nd Ward):

CONGRATULATIONS EXTENDED TO MR. WALTER J. SROKA ON HIS RETIREMENT AFTER FIFTY-TWO YEARS IN CITY SERVICE.

A proposed resolution reading as follows:

WHEREAS, In June of 1987 Walter J. Sroka will retire after completing 52 years of dedicated service to the City of Chicago; and

WHEREAS, Walter was born in Chicago on December 28th, 1914. He began his career with the City on April 13, 1935, working for the Park District. He attained a supervisor position during his service from 1935 to 1942; and

WHEREAS, In 1942 Walter enlisted in the United States Army where he attained the rank of Battalion Sergeant Major in the 11th Armored Division. Walter married Rose Goldstein in June of 1943. Soon after, he was ordered overseas where he served under General Patton in many crucial campaigns, which led to the destruction of Hitler's private mountain top retreat, known as Eagles Nest. Walter was honorably discharged and returned home in 1946; and

WHEREAS, Upon his return in 1946 Walter worked for the Cook County Treasurer. During that same year he advanced to the office of the Cook County Recorder of Deeds where he attained the title of Chief Clerk, and remained until 1957; and

WHEREAS, It was during 1957 that Walter joined the Community Conservation Board where he served as Supervisor of Public Information and Education under Commissioners General Smykal and General Holland until 1961; and

WHEREAS, As a result of a merger between the Land Clearance Commission and the Community Conservation Board the Department of Urban Renewal was formed in 1961. Walter was instrumental in the development of his newly formed department. His immediate priority was to acquire slum and blighted areas with federal funds that were available; and

WHEREAS, He worked closely with members of Housing and Urban Development and the Law Department in making countless field inspections of parcels being considered by the Local Public Agency; and

WHEREAS, Walter was directly involved in the acquisition of properties that now house the University of Illinois Circle Campus. He was instrumental in the expansion of the Corporation Counsel's office which deals with the legal aspects of acquiring land. His dedication, knowledge and hard work earned him the title of Director of Land Acquisition in 1962. While with the Department of Urban Renewal, Walter served under 3 Commissioners, D. E. Mackleman, John Duba and Lewis Hill; and

WHEREAS, In 1981 Walter was chosen to head the Land Acquisition Division of the newly created Commercial District Development Commission within the Department of Planning. This division dealt with the acquisition of blighted commercial land. It was during this period that the difficult task of acquiring land for the North Loop project was begun. Walter served as Director to Commissioners Thomas Kapsalis and Martin Murphy; and

WHEREAS, In 1982 the Department of Economic Development was established to provide expansion to existing businesses, to make land available to new business and provide financial assistance by means of various available programs. Walter was made director of this new land acquisition division and served Commissioners Charles Sklavanitis, Suhail al Chalabi and continues to serve under the leadership of Commissioner Robert Mier; and

WHEREAS, In the 52 years of public service Walter has served under 6 honorable Mayors:

1935--1947 Mayor Edward Kelly

1947--1955 Mayor Martin Kennelly

1955--1976 Mayor Richard J. Daley

1976--1979 Mayor Michael Bilandic

1979--1983 Mayor Jane Byrne

1983--Present Mayor Harold Washington; and

WHEREAS, Walters's unmeasurable knowledge of all aspects of City government has given him the respect of all individuals. He is often asked to counsel on matters outside of department concerns, and has always shown a willingness to help whenever possible; and

WHEREAS, In spite of a busy work schedule and home life, Walter has made time to participate in several meriting organizations:

1. Member of Amvets Post No. 80.

2. Delegate to President Eisenhowers' Traffic Safety Committee for Amvets.

3. Chairman of Board of Trustees Amvets Post No. 80.

4. World War II Veterans Organization.

5. Americanism Officer for Cook County Amvets; and

WHEREAS, In June of 1985 Walter was chosen as a finalist for the Superior Service Award and received a certificate of recognition at the annual luncheon held in the Grand Ballroom of the Palmer House.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

Referred -- PORTION OF WEST CHESTNUT STREET CLOSED TO TRAFFIC FOR ANNUAL PARISH FESTIVAL.

Also, a proposed order to grant permission to Saint Boniface Church, c/o Father Larry Collins, to close to traffic West Chestnut Street, between North Elizabeth Street and North Noble Street, on Sunday, June 7, 1987 to hold their annual parish festival, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN MELL (33rd Ward):

CONGRATULATIONS EXTENDED TO MR. TIMOTHY HOFFER FOR HIS OUTSTANDING ACT OF HEROISM.

A proposed resolution reading as follows:

WHEREAS, Timothy Hoffer, outstanding citizen of Chicago's 33rd Ward and son of Leo and Lorrie Hoffer, performed an outstanding act of heroism Easter Sunday, April 19, 1987; and

WHEREAS, While riding his bicycle in the 3600 block of N. Elston, the 19- year-old Timothy Hoffer observed a fire in progress at 3661--3663 N. Elston. Upon further investigation he saw a man clinging to a third floor ledge. With no thought to his own safety and well-being, Timothy coaxed the man to let go, and when the man finally did, Timothy caught him and thus saved his life; and

WHEREAS, As a result of Timothy Hoffer's quick action, Mr. Gary Gaj is alive today. Timothy Hoffer represents a brand of heroism that is rare indeed; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 5th day of June 1987, A. D., do hereby congratulate Timothy Hoffer on his outstanding act of heroism, and extend to this fine citizen our gratitude and our best wishes for a happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Timothy Hoffer.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

At this point in the proceedings, Mayor Harold Washington invited Mr. Hoffer and his family to the rostrum. Mr. Hoffer then thanked the Mayor and members of the City Council for the honor accorded him.

Presented By

ALDERMAN KOTLARZ (35th Ward):

Referred -- ISSUANCE OF PERMIT FOR CONSTRUCTION AND MAINTENANCE OF CANOPY AT 4200 WEST FULLERTON AVENUE.

A proposed order for the issuance of a permit to K.F.C. National Management Company, for the construction, maintenance and use of a canopy attached to the building or structure at 4200 West Fullerton Avenue, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN BANKS (36th Ward):

CONGRATULATIONS EXTENDED TO ROSE AND ANGELO DE CHRISTOPHER ON THIER GOLDEN WEDDING ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Angelo DeChristopher, citizens of Chicago's great northwest side are celebrating fifty golden years of wedded bliss on June 23, 1987; and

WHEREAS, Married in 1937, the DeChristophers, Rose and Angelo, have long been active in their community, and specifically in the 36th Ward; and

WHEREAS, Rose and Angelo DeChristopher have recently been devoting a great deal of their time and energies to a senior citizens group in the area; and

WHEREAS, Models of the solidity and strength of family life, Rose and Angelo DeChristopher have three children and seven grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 5th day of June, 1987, A.D., do hereby congratulate Mr. and Mrs. Angelo DeChristopher on their Golden Wedding Anniversary, and extend to these outstanding citizens our most sincere wishes for many years of happiness and prosperity together; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Angelo DeChristopher.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, D. Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO MISS MELISSA GRADY AS FINALIST IN CHICAGO'S FIRST YOUNG PLAYWRIGHTS FESTIVAL.

Also, a proposed resolution reading as follows:

WHEREAS, Melissa Grady, outstanding young student of Good Counsel High School and citizen of Chicago's 36th Ward, is a finalist in Chicago's First Young Playrights Festival, having written a one-act play, *The Audition*, which is being considered for performance by the Pegasus Players company; and

WHEREAS, The festival received 125 scripts from over 40 high schools throughout Chicago. A panel of 19 prominent members of Chicago's arts and communications communities served as judges; and

WHEREAS, Melissa Grady, whose play is among those few which are being considered for performance during the Pegasus Players 1987--1988 subscription season, is representative of the finest in our younger generation: a citizen with the brains and vision to produce lasting achievement; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 5th day of June, 1987, A.D., do hereby congratulate Melissa Grady on her play, *The Audition*, and on her being a finalist in Chicago's First Young Playrights Festival, and extend to this outstanding young citizen our very best wishes for a bright, prosperous, happy future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mellisa Grady.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, D. Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO MRS. JULIA MONROE ON HER NINETY-FOURTH BIRTHDAY.

Also, a proposed resolution reading as follows:

WHEREAS, Mrs. Julia Monroe, a resident of Chicago's northwest side, will celebrate her 94th Birthday; and

WHEREAS, Mrs. Julia Monroe was born in Louisiana, and raised in Chicago; and

WHEREAS, Julia Monroe has maintained strong ties with family and friends. Mrs. Julia Monroe has six children, Russell, Charles, Jean, Josephine, Rosalee and Mary and is a loving grandmother and great grandmother to many, all of whom are helping her celebrate her birthday; and

WHEREAS, Always active in her community, Julia Monroe is a member of many neighborhood clubs; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 5th day of June, 1987, A.D., do hereby congratulate Julia Monroe as she celebrates her 94th Birthday and extend to this outstanding citizen our very best wishes for many more years of happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Julia Monroe.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

Presented By

ALDERMAN BANKS (36th Ward) And OTHERS:

Referred -- NOTICE OF PUBLIC HEARING FOR CREATION OF SPECIAL SERVICE AREA AND ESTABLISHMENT OF GUARANTEED HOME EQUITY PROGRAM FOR NORTHWEST SIDE.

A proposed ordinance, presented by Aldermen Banks, Gutierrez, Hagopian, Kotlarz, Cullerton and Levar, requesting a public hearing to consider the creation of a Special Service Area and to consider the levy of an annual tax sufficient to produce revenues required to establish a Guaranteed Home Equity Program for the northwest side, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN CULLERTON (38th Ward):

Referred -- ISSUANCE OF PERMITS TO SAINT PASCAL CHURCH TO HOLD CARNIVAL ON PORTIONS OF SPECIFIED PUBLIC WAYS.

A proposed order for the issuance of the necessary permits to Saint Pascal Church, for a carnival to be held on church property and on North Melvina Avenue and North Moody 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 May 23 through May 31, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE OF EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders for the issuance of permits to the individual and organization listed, for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Anne Gosciniak--for one canopy at 3451 North Central Avenue;

Lutnia, Incorporated--for one canopy at 5532 West Belmont Avenue.

Presented By

ALDERMAN CULLERTON (38th Ward) And OTHERS:

Referred -- UNITED STATES GOVERNMENT URGED TO FOLLOW COURT ORDER FOR DEPORTATION OF MR. JOSEPH PATRICK DOHERTY.

A proposed resolution, presented by Aldermen Cullerton, Huels, Burke, Kellam, Laurino, O'Connor, Pucinski, Natarus, Levar, Osterman, and Stone, requesting the federal government of the United States to immediately carry out the court order for deportion of Mr. Joseph Patrick Doherty to the Republic of Ireland, which was *Referred to the Committee on Intergovernmental Relations.*

Presented By

ALDERMAN LAURINO (39th Ward):

Referred -- GRANTING OF PERMISSION TO HOLD SIDEWALK SALES AT SPECIFIED LOCATIONS.

A proposed order requesting the Commissioner of Public Works to grant permission to the Edgebrook Chamber of Commerce, to hold sidewalk sales at 6319--6415 North Central

Avenue; 5300--5432 West Devon Avenue; 6400--6410 North Kinzua Avenue; 6324--6430 North Central Avenue; and 5429--5337 West Devon Avenue on July 31 and August 1, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- INSTALLATION OF ALLEY LIGHT IN REAR OF 6322 NORTH AVERS AVENUE.

Also, a proposed order for the installation of an alley light in rear of the premises at 6322 North Avers Avenue, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN O'CONNOR (40th Ward):

Referred -- ISSUANCE OF PERMITS TO HOLD CARNIVALS AT SPECIFIED LOCATIONS.

Two proposed orders for the issuance of permits to the organizations listed to hold carnivals at specified locations, which were *Referred to the Committee on Beautification and Recreation,* as follows:

Saint Gregory Church--to hold a carnival on North Paulina Avenue between West Gregory Street and West Bryn Mawr Avenue for the period June 7 through June 15, 1987;

Saint Hilary Church--to hold a carnival on church property and the 5600 block of North Fairfield Avenue from the parking lot to the alley located at 5626 for the period June 22 through June 28, 1987.

Presented By

ALDERMAN PUCINSKI (41st Ward):

Referred -- COMMISSIONER OF PUBLIC WORKS AUTHORIZED TO NEGOTIATE FOR ACQUISITION OF PROPERTY AT SPECIFIED LOCATION.

A proposed ordinance authorizing the Commissioner of Public Works to negotiate for the acquisition of property necessary for street improvement and where payment for the property is to made under fund 475 of the 1987 General Obligation Bond Program, which was *Referred to the Committee on Land Acquisition, Disposition and Leases.*

Referred -- ISSUANCE OF PERMIT TO NATIONAL ADVERTISING COMPANY FOR ERECTION OF SIGN/SIGNBOARD AT 9710 WEST FOSTER AVENUE.

Also, a proposed order for the issuance of a sign permit to National Advertising Company for the erection of a sign/signboard at 9710 West Foster Avenue for Dawn Graphics, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS FOR VARIOUS PURPOSES.

Three proposed ordinances to grant permission and authority to the organizations listed and for the purposes specified, which were *Referred to the Committee on Streets and Alleys,* as follows:

Ed Debevic's of Illinois, Incorporated--to construct, maintain and use six caissons in the public way adjacent to its property at 640 North Wells Street;

LaSalle National Bank and Trust Company, as Trustee, under Trust Number 107701--to construct, maintain and use eleven bollards and two signs in and over the public way adjacent to its property at 900 North Michigan Avenue;

990 North Lake Shore Drive Condominium Association--to maintain and use as now constructed, vaulted subsurface space under the public way adjacent to its property at 990 North Lake Shore Drive.

Referred -- ISSUANCE OF PERMIT TO HOLD "CHICAGO'S FIRST ANNUAL WAITERS' RACE" ON PORTION OF WEST DIVISION STREET.

Also, a proposed order for the issuance of a permit to the Illinois Chapter of the Leukemia Society of America, Incorporated, to hold "Chicago's First Annual Waiters' Race" on West Division Street between North State Street and North Dearborn Street, on Saturday, June 13, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- PORTION OF WEST LA SALLE STREET CLOSED TO TRAFFIC FOR WALL OF FAME CELEBRATION.

Also, a proposed order to grant permission to Morrie Mages Sports and Maureen Schulman Public Relations, Incorporated, to close to traffic the west half of North LaSalle Street between West Ontario Street and West Ohio Street on Thursday, June 11, 1987 to allow sports personalities to imprint their hands in cement in conjunction with the second installment of the Wall of Fame, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE OF EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, three proposed orders for the issuance of permits to the organizations listed, for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Streeterville Center Condominium Association--for one canopy at 233 East Erie Street;

Workbench--for one canopy at 158 West Hubbard Street;

1260 Astor Street Building Corporation--for one canopy at 1260 North Astor Street.

Presented By

ALDERMAN NATARUS (42nd Ward) And OTHERS:

CONGRATULATIONS EXTENDED TO MR. PHILIP M. KLUTZNICK ON HIS EIGHTIETH BIRTHDAY.

A proposed resolution, presented by Aldermen Natarus, Eisendrath and Stone, reading as follows:

WHEREAS, Philip M. Klutznick was a member of several United States delegations to the United Nations serving first under President Eisenhower's administration in 1957, and second, under President's Kennedy's administration in 1961--1963; and

WHEREAS, Mr. Klutznick was an associate of Adlai Stevenson, who, as Governor of Illinois, appointed him to serve as Vice Chairman of the Illinois State Housing Board; and

WHEREAS, When Mr. Stevenson was named Ambassador to the United Nations in 1961, Mr. Klutznick joined him as one of his principal deputies, with responsibility for development problems in the Third World and the financial aspects of the United Nations' system; and

WHEREAS, In the post of U.S. representative to the United Nations Economic and Social Council with rank of Ambassador, Mr. Klutznick served on several delegations to

the General Assembly and became a leading advocate of increased assistance to developing nations; and

WHEREAS, Mr. Klutznick was chairman of the Research and Policy Committee in the Committee for Economic Development from 1970--1975, leading the organization's scholarly studies into such problems as inflation, recession, and balance of payment deficits; and

WHEREAS, Mr. Klutznick's interest in economic policy was also reflected in his earlier membership on the board of the National Bureau for Economic Research; and

WHEREAS, Mr. Klutznick has served many causes in the field of humanitarian and civic affairs such as the President's Advisory Committee on Indo-China Refugees, and the National Council of Boy Scouts, and as Trustee for the Eleanor Roosevelt and the Adlai Stevenson Institute for International Affairs; and

WHEREAS, Mr. Klutznick has been an active and prominent figure in the Jewish community serving as President of the World Jewish Congress, and Chairman of the Institute of Jewish Policy Planning, and the International President of B'nai B'rith; and

WHEREAS, Mr. Klutznich is a member of the Advisory Committee of the Chicago Association of Commerce and Industry, the Board of Roosevelt University, the Lyric Opera Company of Chicago, and an Emeritus member of the Board of Creighton University; and

WHEREAS, Mr. Klutznick also serves on the Advisory Committee of the School of Advanced International Studies of John Hopkins and on the Executive Committee of the U.S.-China Committee, and President of the Memorial Foundation of Jewish Culture, and Chairman of the National Academy of Public Administration Panel on the encouraging of Business Venture in Space Technologies at the request of N.A.S.A.; and

WHEREAS, Mr. Klutznick is a devoted family man, he and his beloved wife Ethel, having five children and fourteen grandchildren; and

WHEREAS, The Weizmann Institute of Science in Rehovat is an internationally known complex of research and education, and Mr. Klutznick has been described by Professor Jerome Weisner, former President of M.I.T., as "an achievement unparalleled in the history of science"; and

WHEREAS, On July 12, 1987, Mr. Klutznick will be celebrating his 80th birthday and honored by the Weizmann Institute of Science; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of the City of Chicago, assembled this 5th day of June, 1987, do hereby congratulate Mr. Philip M. Klutznick for being honored by the Weizmann Institute of Science on the occasion of his Eightieth Birthday and for his many achievements on behalf of humanity and mankind; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Philip M. Klutznick.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

Presented By

ALDERMAN EISENDRATH (43rd Ward):

Referred -- DEPARTMENT OF HOUSING AUTHORIZED TO LOAN SPECIFIED FUNDS TO GOODWILL DWELLING ASSOCIATION TO ASSIST IN ACQUISITION AND CONSTRUCTION OF SPECIFIED FACILITY.

A proposed ordinance authorizing the Commissioner of Housing to loan to the Goodwill Dwelling Association a sum not to exceed $370,000.00 from Year XII Community Development Block Grant funds to assist in the purchase of property and construction of a multi-family facility for physically handicapped persons, which was *Referred to the Committee on Finance.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS FOR VARIOUS PURPOSES.

Also, two proposed ordinances to grant permission and authority to the organizations listed and for the purposes specified, which were *Referred to the Committee on Streets and Alleys,* as follows:

Children's Memorial Hospital--to maintain and use as now constructed two pedestrian tunnels under the public way adjacent to its property at 2300 Children's Plaza;

Palos Bank and Trust Company, as trustee under trust number 1-0242--to construct, maintain and use a handicapped ramp adjacent to its property at 1945 North Sedgwick Street.

Referred -- ISSUANCE OF PERMITS TO HOLD SIDEWALK SALES AT SPECIFIED LOCATIONS.

Also, two proposed orders for the issuance of permits to the organizations listed to hold sidewalk sales at specified locations, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Stuart's, c/o Ms. Andrea Brooks--to hold a sidewalk sale in front of 2739--2741 North Clark Street for the period June 25 through June 28, 1987;

R & R Originals, c/o Ms. Kathleen Hanratty--to hold a sidewalk sale in front of 1649 North Wells Street on June 13 and June 14, 1987.

Referred -- "WE ARE OF BOLD CHICAGO" DECLARED AS OFFICIAL ANTHEM OF CHICAGO.

Also, a proposed resolution urging that the song entitled "We Are Of Bold Chicago" be declared as the official anthem of the City of Chicago, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE OF EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, seven proposed orders for the issuance of permits to the organizations listed, for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

C.P.B. Sales, Incorporated--for one canopy at 2116 North Clark Street;

Dearborn Realty Services--for one canopy at 2615 North Halsted Street;

Logo's of Chicago, Incorporated--for one canopy at 2423 North Clark Street;

Mexican Folk Arts--for one canopy at 2443 North Clark Street;

Paul Heath Audio--for one canopy at 2036 North Clark Street;

The Racquet Club of Chicago--for one canopy at 1365 North Dearborn Parkway;

Robert Daniels Florist, Incorporated--for one canopy at 1964 North Halsted Street.

Presented By

ALDERMAN HANSEN (44th Ward):

Referred -- ISSUANCE OF PERMITS FOR CONSTRUCTION AND MAINTENANCE OF CANOPIES AT SPECIFIED LOCATIONS.

Five proposed orders for the issuance of permits to the organizations listed, for the construction, maintenance and use of canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Bari Management Limited--to construct, maintain and use four canopies at 3450 North Halsted Street;

Jeanny's Chinese Restaurant--to maintain and use an existing canopy at 852 West Belmont Avenue;

Kiyo's, Incorporated--to construct, maintain and use a canopy at 2831 North Clark Street;

Lakeview East Bar and Grill, Incorporated--to maintain and use an existing canopy at 3110 North Broadway;

Sub N Snack--to maintain and use an existing canopy at 3776 North Clark Street.

Presented By

ALDERMAN HANSEN (44th Ward) And OTHERS:

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 137 CONCERNING ADOPTION OF RULES AND REGULATIONS FOR ADMINISTRATION OF PEDIATRIC CRITICAL CARE.

A proposed ordinance, presented by Aldermen Hansen, Bloom and Eisendrath, to amend Municipal Code Chapter 137 by adding thereto in its proper numerical sequence a new section to be known as Section 137-17.4 requiring the Board of Health to adopt and publish rules and regulations regarding the administration of pediatric critical care, which was *Referred to the Committee on Health.*

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- ISSUANCE OF PERMITS TO HOLD VARIOUS EVENTS AT SPECIFIED LOCATIONS.

Two proposed orders for the issuance of permits to the organizations listed for the purpose of conducting specified events, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Copernicus Foundation--to hold the "Taste of Polonia" on portions of North Avondale Avenue and North Lipps Avenue for the period September 3 through September 7, 1987;

Herman's Sporting Goods--to hold a sidewalk sale on the west side of North Cicero Avenue between West Irving Park Road and West Belle Plaine Avenue for the period June 27 through June 29, 1987.

Presented By

ALDERMAN SHILLER (46th Ward):

Referred -- INSTALLATION OF ALLEY LIGHTS AT SPECIFIED LOCATION.

A proposed order for the installation of alley lights in the north-south alley bounded by North Kenmore Avenue, West Montrose Avenue, West Irving Park Road and the Chicago Transit Authority elevated tracks, which was *Referred to the Committee on Finance.*

Referred -- ERECTION OF BARRICADES AT SPECIFIED LOCATION.

Also, a proposed order for the erection of barricades at the northern and southern ends of City-owned property bounded by West Irving Park Road on the south, West Montrose Avenue on the north, Graceland Cemetary on the West and the Chicago Transit Authority elevated tracks on the east, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN SHILLER (46th Ward) And OTHERS:

Referred -- ILLINOIS GENERAL ASSEMBLY URGED TO STOP PASSAGE OF VARIOUS HOUSE BILLS USURPING CITY'S RIGHT TO SELF-GOVERNMENT.

A proposed resolution, presented by Aldermen Shiller, Rush, Tillman, Streeter, Garcia, Davis, Figueroa and Orr, requesting the Illinois General Assembly to stop passage of House

Bills 345, 1177, 2698 and Senate Bills 207, 275, and 1459 which would usurp Chicago's right to self-government, which was *Referred to the Committee on Intergovernmental Relations.*

Presented By

ALDERMAN SCHULTER (47th Ward):

CONGRATULATIONS EXTENDED TO BANK OF RAVENSWOOD ON OCCASION OF ITS TWENTY-FIFTH ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, On June 14, 1987, the Bank of Ravenswood, 1825 West Lawrence Avenue, celebrates the twenty-fifth anniversary of its establishment; and

WHEREAS, The resounding success story of the Bank of Ravenswood, a massive effort on the part of civic and community leaders, fulfills the dream of John J. Hoellen, a lifelong Ravenswood resident who served this honorable body as Alderman of the 47th Ward, envisioned a neighborhood bank which would help to develop and which would grow with the Ravenswood community. To this end he called upon some of the City's and community's most astute business leaders, and as a result of their efforts the Bank of Ravenswood ultimately opened its doors in 1962; and

WHEREAS, A venture which literally started from the ground up, the Bank of Ravenswood has indeed grown to become a backbone of the community and a symbol of financial stability and progress. Like the community it represents and serves, it has survived periods of financial stress and uncertainty and endures as a integral, much-needed and deeply appreciated facet of the larger Chicago community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 5th day of June, 1987, A.D., do hereby offer our heartiest congratulations to the Bank of Ravenswood, to its president, John M. Obereiner, to John J. Hoellen, who still serves on its Board of Directors, and to all its other directors, officers and employees, on the occasion of this outstanding financial institution's twenty-fifth anniversary, and extend to all the bank family our very best wishes for many more years of progress and success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Bank of Ravenswood.

Alderman Schulter 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 Schulter, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

Referred -- PORTION OF SPECIFIED PUBLIC ALLEY CLOSED TO TRAFFIC IN CONJUNCTION WITH FUNDRAISING EVENT.

Also, a proposed order to close to traffic the alley behind the Buddhist Temple, located at 4216 North Paulina Street and the Courtney School parking lot, during the period June 6 and 7, 1987, in conjunction with a fundraising event to be held in the temple, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- ISSUANCE OF PERMITS TO HOLD VARIOUS EVENTS AT SPECIFIED LOCATIONS.

Also, two proposed orders for the issuance of permits to the organizations listed for the purpose of conducting the events specified, which were *Referred to the Committee on Beautification and Recreation,* as follows:

Our Lady of Lourdes Church, c/o Reverend Joseph Corrigan--to hold a carnival on West Leland Avenue, between North Ashland Avenue and North Greenview Avenue, for the period of July 29 through August 2, 1987;

Lincoln Square Chamber of Commerce, c/o Mr. Tim Graham--to hold a sidewalk sale on both sides of North Western Avenue and North Lincoln Avenue, between West Leland Avenue and West Ainslie Street, during the period of July 23 through July 26, 1987.

Presented By

ALDERMAN OSTERMAN (48th Ward):

Referred -- ISSUANCE OF PERMIT TO HOLD SIDEWALK SALE ON PORTION OF NORTH CLARK STREET.

A proposed order for the issuance of a permit to the Andersonville Chamber of Commerce, c/o Mr. Bill Thomas, to hold a sidewalk sale on North Clark Street from West Carmen Avenue

to West Foster Avenue on June 20, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN OSTERMAN (48th Ward) And ALDERMAN O'CONNOR (40th Ward):

Referred -- ISSUANCE OF PERMIT TO HOLD MIDSUMMERS EVE FESTIVAL ON PORTION OF NORTH CLARK STREET.

A proposed order for the issuance of a permit to the Andersonville Chamber of Commerce to hold a Midsummers Eve Festival on North Clark Street from West Foster Avenue to West Catalpa Avenue for the period June 19 through June 21, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN ORR (49th Ward) And OTHERS:

DEFACEMENT OF SKOKIE HOLOCAUST MEMORIAL DENOUNCED BY CHICAGO CITY COUNCIL.

A proposed resolution, presented by Aldermen Orr, T. Evans, Bloom, J. Evans, Garcia, Smith, Natarus, Eisendrath, Hansen, Shiller, Osterman and Stone, reading as follows:

WHEREAS, Six million Jews and millions of other men, women and children perished at the hands of the Nazis between 1933 and 1945; and

WHEREAS, We are personally bound to remember those who were annihilated in Auschwitz, Bergen Belsen, Buchenwald, Treblinka, Dachua, Majdanck and other concentration camps as a remainder of society's potential for evil; and

WHEREAS, The 15,000 holocaust survivors of Greater Chicago worked for three years to erect a memorial to the martyrs of the death camps in order to keep their memories alive; and

WHEREAS, Such terrible hatred still exists as shown by the sick individuals who vandalized this monument less than one day after its dedication in Skokie; and

WHEREAS, Those who defaced this moving statue of an elderly rabbi, a freedom fighter, a mother, child and dead infant have shown themselves to be bankrupt human beings, devoid of compassion and have proven themselves to be a threat to society; now, therefore,

Be It Resolved, That the Chicago City Council denounces this deplorable act and the bent minds which conceived it; and

Be It Further Resolved, That the City of Chicago calls on all Chicagoans to stand together in opposition to racial and religious bigotry and to work together to steadfastly promote racial and religious harmony in the greater Chicago area.

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, seconded by Aldermen Stone, Shiller and Langford, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 199A CONCERNING NONDISCRIMINATION OF MEMBERSHIP BY VARIOUS ORGANIZATIONS.

A proposed ordinance, presented by Aldermen Orr, Rush, T. Evans, Bloom, Sawyer, Langford, Streeter, J. Evans, Garcia, Gutierrez, Davis, Hagopian, Banks, Eisendrath and Osterman, to amend Municipal Code Chapter 199A supporting nondiscrimination of membership into those institutions, clubs or places that accommodate more than four hundred members, which was *Referred to the Committee on Human Rights and Consumer Protection.*

Presented By

ALDERMAN STONE (50th Ward):

TRIBUTE TO LATE JUDGE HARRY F. POLOS.

A proposed resolution reading as follows:

WHEREAS, God in His infinite mercy has called Harry F. Polos to his eternal reward; and

WHEREAS, Judge Harry F. Polos served as the Chief Justice of the Illinois Court of Claims from 1976 to 1979, and served as a member of the Public Advisory Committee to the Illinois Fair Employment Practices Commission and was a special investigator for the State Department of Financial Institutions and in 1960 ran for Congress from the 12th District; and

WHEREAS, Harry F. Polos was extremely active in all community affairs and was ever vigilant as a guardian of the community; and

WHEREAS, Harry F. Polos was a strong advocate of civil rights and the rights of a working man as a result of having grown up in a very poor family and having the insight and compassion of one who viewed life through his experiences; and

WHEREAS, Harry F. Polos is survived by his wife, Patricia, and two sons, Michael and Richard, three grandchildren and three brothers, and will be remembered at a memorial service to be held at the West Ridge United Methodist Church on June 6, 1987; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago assembled here this 5th day of June, 1987, do herewith extend our sincere sympathy and condolences to the family of Harry F. Polos; and

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

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

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

CONGRATULATIONS EXTENDED TO MS. DINA HALPERN ON HER FIFTY-FIFTH ANNIVERSARY IN SHOW BUSINESS.

Also, a proposed resolution reading as follows:

WHEREAS, Dina Halpern is celebrating 55 years since her first appearance on the professional stage; and

WHEREAS, Dina Halpern has made a major and lasting contribution to the Yiddish and English speaking state in her 55 years as a performer primarily in Chicago, but also in her native Poland, New York, London, Buenos Aires, Melbourne, and Tel Aviv; and

WHEREAS, On the occasion of her 50th anniversary in show business, the Chicago Jewish community honored Dina Halpern as one of its most beloved citizens and virtually every cultural, philanthropic, religious and fraternal organization participated in that salute; and

WHEREAS, Dina Halpern in private life is the wife of Danny Newman, who also is revered by the Chicagoland community, and is the cousin of one of the greatest actresses of all times, Ida Kaminska; now, therefore,

Be It Resolved, That we the Mayor and members of the City Council of the City of Chicago assembled here this 5th day of June, 1987, do hereby salute Dina Halpern for her contribution to our cultural heritage and wish her many more years of health and happiness; and

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

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

Referred -- ISSUANCE OF PERMIT TO HOLD SIDEWALK SALE AT 2620 WEST TOUHY AVENUE.

Also, a proposed order for the issuance of a permit to Congregation Exra- Habonim to hold a sidewalk sale in front of 2620 West Touhy Avenue on Sunday, August 16, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE OF EXISTING CANOPY AT 2750 WEST DEVON AVENUE.

Also, a proposed order for the issuance of a permit to Michael Shahwan for the maintenance and use of an existing canopy attached to the building or structure at 2750 West Devon Avenue, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN STONE (50th Ward) And ALDERMAN ROTI (1st Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 36, SECTION 36-31h REQUIRING NOTIFICATION OF ISSUANCE OF PARADE PERMITS TO ALDERMEN, WARD SUPERINTENDENTS AND DEPARTMENT OF STREETS AND SANITATION.

A proposed ordinance to amend Municipal Code Chapter 36, Section 36-31, paragraph h, requiring notification of the issuance of parade permits to the Alderman, Ward Superintendent, and the Department of Streets and Sanitation in whose ward said parade will be held, which was *Referred to the Committee on Streets and Alleys.*

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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 ROTI (1st Ward):

Y.W.C.A. of Metropolitan Chicago, 37 South Wabash Avenue--for construction work.

BY ALDERMAN SHEAHAN (19th Ward):

Calvary Lutheran Church, 11249 South Spaulding Avenue--for repairs to fire damaged building.

BY ALDERMAN LAURINO (39th Ward):

Northeastern Illinois University, 5500 North St. Louis Avenue--for electrical installations.

BY ALDERMAN PUCINSKI (41st Ward):

Resurrection Hospital, 7435 West Talcott Avenue--for renovation and modernization of Radiology Department in the Professional Building and an addition to existing building.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN CALDWELL (8th Ward):

Jackson Park Hospital and Medical Center, 7531 South Stony Island Avenue.

BY ALDERMAN BUTLER (27th Ward):

Rockwell Gardens (Chicago Housing Authority), 150 South Western Avenue.

Chase House, Incorporated, 211 South Ashland Boulevard.

Henry Horner Day Care Center (Chicago Housing Authority), 123 North Hoyne Avenue.

BY ALDERMAN O'CONNOR (40th Ward):

St. Philip Day Care Center, 2444 West Bryn Mawr Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Saint Chrysostom's Day School, 1424 North Dearborn Parkway.

Fourth Presbyterian Church Day School, 126 East Chestnut Street.

BY ALDERMAN SHILLER (46th Ward):

Louis A. Weiss Memorial Hospital, 4646 North Marine Drive.

BY ALDERMAN ORR (49th Ward):

Good News of North of Howard, Incorporated, 7649 North Paulina Street.

BY ALDERMAN STONE (50th Ward):

Virginia Frank Child Development Center, 3033 West Touhy Avenue.

Torah Tots, 6350 North Whipple Street.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN ROTI (1st Ward):

Mercy Hospital and Medical Center, Stevenson Expressway at King Drive-- special departmental services performed.

BY ALDERMAN TILLMAN (3rd Ward):

First Church of Deliverance, 4315 South Wabash Avenue--sign inspection.

BY ALDERMAN BLOOM (5th Ward):

Vivekananda Vedanta Society, 5419 South Hyde Park Boulevard--boiler inspection.

BY ALDERMAN SOLIZ (25th Ward):

Saint Anthony Hospital, 2875 West 19th Street--elevator inspection fee.

BY ALDERMAN DAVIS (29th Ward):

Circle Urban Ministries, 118 North Central Avenue--building inspection.

BY ALDERMAN KOTLARZ (35th Ward):

Saint Joseph Home of Chicago, Incorporated, 2650 North Ridgeway Avenue-- elevator inspection.

BY ALDERMAN GILES (37th Ward):

St. Anne's Hospital, 4950 West Thomas Street--boiler and fuel burning equipment inspection.

BY ALDERMAN PUCINSKI (41st Ward):

Norwood Park Home, 6016 North Nina Avenue--boiler and fuel burning equipment inspection.

BY ALDERMAN EISENDRATH (43rd Ward):

Grant Hospital, 550 West Webster Avenue--maintenance and operating 1 Private Fire Alarm Box.

Augustana Hospital, 2035 North Lincoln--sign maintenance and surcharge.

BY ALDERMAN OSTERMAN (48th Ward):

Edgewater Presbyterian Church, 1020 West Bryn Mawr Avenue--parking sign maintenance and surcharge.

WATER RATE EXEMPTIONS:

BY ALDERMAN AUSTIN (34th Ward):

Mary Magdalene Church, 10934--10942 South Perry Avenue.

Christ Cathedral Baptist Church, 445--447 West 111th Street.

BY ALDERMAN GILES (37th Ward):

Progressive Way Mission Church of God in Christ, 5015 West Chicago Avenue.

49th Avenue Missionary Baptist Church, 4901--4903 West Ferdinand Street.

BY ALDERMAN EISENDRATH (43rd Ward):

Mt. Olivet Baptist Church, 1743 North Clybourn Avenue.

REFUND OF FEE:

BY ALDERMAN AUSTIN (34th Ward):

Mary Magdalene Church, 10934--10943 South Perry Avenue.

WAIVER OF FEE:

BY ALDERMAN O'CONNOR (40th Ward):

Gateway to Learning School, 4925 North Lincoln Avenue--installation of fire alarm system.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (May 20, 1987).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on May 20, 1987 at 10:00 A.M., signed by him as such City Clerk.

Alderman T. Evans moved to *Correct* said printed Official Journal as follows:

Page 743--by deleting lines eighteen through thirty-five from the top of the page;

Page 744--by deleting lines one through thirty-five;

Page 745--by deleting lines one through sixteen; and inserting on pages 743, 744, 745, the tables printed on pages 1352 through 1353 of this Journal in lieu thereof.

The motion to correct *Prevailed.*

Alderman T. Evans then moved to further *Correct* the said printed Official Journal as follows:

Page 775--by transposing the printed matter appearing on lines one through six from the bottom of the page and inserting it on page 776 immediately after line nineteen from the top of the page.

The motion to correct *Prevailed.*

Thereupon, Alderman T. Evans moved to *Approve* the said printed Official Journal as *Corrected* and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

UNFINISHED BUSINESS.

APPOINTMENT OF MR. JOHN STEELE AS CHAIRMAN OF LICENSE APPEAL COMMISSION.

On motion of Alderman T. Evans, 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 10, 1986, pages 37953--37954, recommending that the City Council adopt a proposed resolution appointing John Steele as chairman of the License Appeal Commission.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, 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, It is provided by the Illinois Liquor Control Law of the State of Illinois that the Chicago City Council shall select a resident of the City to be a member of the License Appeal Commission for a term of four years and until his successor is selected and takes office; and

WHEREAS, Robert J. Weber was selected by the City Council as a member of said License Appeal Commission for the term expiring February 15, 1982, and until his successor is selected and takes office; now, therefore,

Be It Resolved, That John Steele be and is hereby appointed to succeed him as a member of said License Appeal Commission for the term ending February 15, 1990, and until his successor is selected and takes office.

M.F.T. Project No.	Location	Date & Page Of Council Order		Amount Of Council Order	Amount Of M.F.T. Requests To State Of Illinois	Amount To Be Transferred To Unobligated M.F.T. Fund	Amount Of Amended Council Order
1	Improved Street Mtnce (Asphalt) 1982	3-2-82 7-15-82 9-15-82	P. 9699-9700 P. 11483 P. 12168	5,000,000 3,000,000 2,500,000 10,500,000	10,500,000.00	3,739.00	10,496,261.00
1	Improved Street Mtnce (Asphalt) 1983	7-13-83 9-28-83	P. 672-3 P. 2020-1	5,000,000 917,038 5,917,038	5,917,038	0.01	5,917,037.99
2	Curb & Gutter Mtnce 1983	7-13-83 9-28-83	P. 677-8 P. 2021-2	1,000,000 336,982 1,336,982	1,336,982	-0-	1,336,982.00
3	Snow & Ice Control 1983	7-13-83 9-28-83	P. 676-7 P. 2028-9	2,000,000 1,928,734 3,928,734	3,928,734	-0-	3,928,734.00
4	Street Cleaning Mtnce 1983	7-13-83 9-28-83	P. 673-4 P. 2019-20	4,000,000 1,000,000 5,000,000	5,000,000.00	-0-	5,000,000.00
6	Traffic Lane Line Mtnce 1983	7-13-83	P. 6745	500,000	484,600.00	-0-	484,600.00
7	St. Lighting Mtnce. Non-Arterial Streets 1983	7-6-83	P. 504	500,000	302,874.00	-0-	302,874.00
9	Traffic Sign Mtnce. 1983	7-13-83	P. 675-6	500,000	408,880.00	-0-	408,880.00
869	Pavement Marking 1969 - City Wide M.F.T. 69-00869-00 ST	7-15-69 P. 5847		400,000	330,858.00	261.64	330,596.36

M.F.T. Project No.	Location	Date & Page Of Council Order	Amount Of Council Order	Amount Of M.F.T. Requests To State Of Illinois	Amount To Be Transferred To Unobligated M.F.T. Fund	Amount Of Amended Council Order
775-781	50/50 Sidewalk Repairs - 1980	4-16-80 P. 2727	2,000,000	2,000,000	57,076.89	1,942,923.11
#1724	N. Sheffield & W. Fullerton Aves.	5-18-82 Page 10691 & Amended 7-6-83 Page 469-70	95,000	88,200.00	7,400.20	80,799.80
#1698	Beaubien Court & Lake St. - Removal Beaubien Ct. 2121.2	9-13-78 Page 8238	5,000	3,077.04	35.36	3,041.68
#1544	Computer Control System for Loop Traffic Signals Topics 5003-7 M.F.T. #70-02096-00-PA	9-10-71	1,014,000.00	99,900.00	63,014.66*	47,715.16

*Includes Misc. Receipts for $10,829.82.

MISCELLANEOUS BUSINESS.

Time Fixed For Next Succeeding Regular Meeting.

By unanimous consent, Alderman T. Evans 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 regular meeting held on Friday, the fifth (5th) day of June, 1987, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the twenty-fourth (24th) day of June, 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 T. Evans, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

At this point in the proceedings, Honorable Harold Washington, Mayor, relinguished the Chair to President Pro Tem. Alderman Eugene Sawyer.

Referred -- BIDS FOR SALE OF CITY-OWNED PROPERTY.

The City Clerk transmitted communications from Ms. Bess Donaldson, Commissioner of the Department of Housing, under dates of June 2 and 3, 1987, which read as follows:

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 2348--2350 West Adams Street, which was authorized by ordinance passed October 6, 1986, page 34496, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 2635 West Armitage Avenue, which was authorized by ordinance passed October 6, 1986, pages 34496--34497, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 224 North California Avenue, which was authorized by ordinance passed January 16, 1987, pages 38808--38809, Council Journal.

Transmitted herewith 2 Sealed Bids. These bids were submitted in response to advertisement for sale of City-owned property at 1969 West Evergreen Avenue, which was authorized by ordinance passed December 10, 1986, page 37942, Council Journal.

Transmitted herewith 2 Sealed Bids. These bids were submitted in response to advertisement for sale of City-owned property at 2036--2038 West Grand Avenue, which was authorized by ordinance passed January 16, 1987, pages 38810--38811, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 2446 West Jackson Boulevard, which was authorized by ordinance passed January 16, 1987, pages 38812--38813, Council Journal.

Transmitted herewith 2 Sealed Bids. These bids were submitted in response to advertisement for sale of City-owned property at 1916 South Kedzie Avenue, which was authorized by ordinance passed June 27, 1980, page 3301, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 5710--5718 West Madison Street, which was authorized by ordinance passed December 10, 1986, pages 37942--37943, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 212 North Parkside Avenue, which was authorized by ordinance passed January 16, 1987, page 38816, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 21--39 South St. Louis Avenue/3450--3460 West Monroe Street, which was authorized by ordinance passed December 10, 1986, pages 37939--37940, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 1251 South Tripp Street, which was authorized by ordinance passed January 16, 1987, page 38819, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 1634 South Troy Street/3139 West Ogden Avenue, which was authorized by ordinance passed January 16, 1987, pages 38818--38819, Council Journal.

On motion of Alderman Banks, the bids submitted with the foregoing communications were ordered opened and read and were then *Referred to the Committee on Land Acquisition, Disposition and Leases.*

The following is a summary of said bids:

2348--2350 West Adams Street.

Monroe & Western Car Shop, Inc., 116 South Western Avenue, Chicago, Illinois 60612: Amount bid $5,000.00, deposit check $500.00 (cashier's check);

2635 West Armitage Avenue.

George Machev, 2427 North Kedzie Avenue, Chicago, Illinois 60647: Amount bid $2,100.00, deposit check $210.00 (cashier's check);

224 North California Avenue.

Greater Holy Temple Church of God in Christ, 246 North California Avenue, Chicago, Illinois 60612: Amount bid $500.00, deposit check $50.00 (certified check);

1969 West Evergreen Avenue.

Achilles L. Mares, 5733 North Elston Avenue, Chicago, Illinois 60646: Amount bid $15,805.00, deposit check $1,580.50 (certified check);

Jim Kruger, 6252 North Lincoln Avenue, Chicago, Illinois 60659: Amount bid $25,200.00, deposit check $2,520.00 (certified check);

2036--2038 West Grand Avenue.

Ray Litwin, 32 North Jackson, Clarendon Hills, Illinois 60514: Amount bid $5,110.00, deposit check $511.00 (cashier's check);

Chris M. Spina, 2221 West Race Avenue, Chicago, Illinois 60612: Amount bid $9,300.00, deposit check $930.00 (cashier's check);

2446 West Jackson Boulevard.

Suleiman Fakhouri, 4945 North Sawyer Avenue, Chicago, Illinois 60625: Amount bid $2,500.00, deposit check $250.00 (cashier's check);

1916 South Kedzie Avenue.

Freddie C. and Callie Peterson, 1918 South Kedzie Avenue, Chicago, Illinois 60623: Amount bid $1,500.00, deposit check $150.00 (cashier's check);

Revelation Missionary Baptist Church, 1910 South Kedzie Avenue, Chicago, Illinois 60623: Amount bid $2,000.00, deposit check $200.00 (cashier's check);

5710--5718 West Madison Street.

Emanuel and Mary Smith, 5708 West Madison Street, Chicago, Illinois 60644: Amount bid $7,500.00, deposit check $750.00 (cashier's check);

212 North Parkside Avenue.

John H. Lofton, 206 North Parkside Avenue, Chicago, Illinois 60644: Amount bid $750.00, deposit check $150.00 (cashier's check);

21--39 South St. Louis Avenue/
3450--3460 West Monroe Street.

New Deliverance Church of God in Christ, 3653 West Chicago Avenue, Chicago, Illinois 60651: Amount bid $18,000.00, deposit check $1,800.00 (cashier's check);

1251 South Tripp Street.

West Side Baptist Church, Inc., 4224 West 13th Street, Chicago, Illinois 60623: Amount bid $500.00, deposit check $50.00 (certified check);

1634 South Troy Street/3139 West Ogden Avenue.

Greater Christian Fellowship Missionary Baptist Church, 3161 West Ogden Avenue, Chicago, Illinois 60623: Amount bid $1,500.00, deposit check $500.00 (cashier's check);

ADJACENT NEIGHBORS LAND ACQUISITION PROGRAM.

The City Clerk transmitted thirty (30) sealed bids from Ms. Bess Donaldson, Commissioner of the Department of Housing. These bids were submitted in response to advertisement for the sale of City-owned properties under the Adjacent Neighbors Land Acquisition Program, Phase VII, for properties at various locations.

On motion of Alderman Banks, the bids submitted were ordered opened and read and were then *Referred to the Committee on Land Acquisition, Disposition and Leases.*

The following is a summary of said bids:

1230 South Avers Avenue.

Lillian Fielder, 1228 South Avers Avenue, Chicago, Illinois 60623: Amount bid and deposit check $25.00 (money order);

4141 South Berkeley Avenue.

Cathy K. Freeman, 4137 South Berkeley Avenue, Chicago, Illinois 60653--3009: Amount bid and deposit check $300.00 (personal money order);

6531 South Bishop Street.

Leonard Jarrett, 6529 South Bishop Street, Chicago, Illinois 60636: Amount bid and deposit check $300.00 (money order);

3420 South Calumet Avenue.

Shermon White, 3422 South Calumet Avenue, Chicago, Illinois 60616: Amount bid and deposit check $300.00 (money order);

2144 West Churchill Street.

Walter W. Thiel, 2146 West Churchill Street, Chicago, Illinois 60647: Amount bid and deposit check $325.00 (bank check);

1452 North Cleaver Street.

David and Rosalinda Espinoza, 1450 North Cleaver Street, Chicago, Illinois 60622: Amount bid and deposit check $300.00 (money order);

2447 West Congress Parkway.

Bertha and Monroe Holcomb, 2443 West Congress Parkway, Chicago, Illinois 60612: Amount bid and deposit check $300.00 (personal money order);

1758 West Cullerton Street.

Josefa Villalobos, 1756 West Cullerton Street, Chicago, Illinois 60608: Amount bid and deposit check $300.00 (personal money order);

4323 South Forrestville Avenue.

Frank and Darlene Akuffo, 4321 South Forrestville Avenue, Chicago, Illinois 60653: Amount bid and deposit check $300.00 (money order);

3431 South Giles Avenue.

Beverly and Carneli H. Simmons, 3429 South Giles Avenue, Chicago, Illinois 60616: Amount bid and deposit check $500.00 (money order);

1847 South Hamlin Avenue.

Effie Herron, 1849 South Hamlin Avenue, Chicago, Illinois 60623: Amount bid and deposit check $300.00 (personal money order);

3433 West Hirsch Street.

Darrell L. and Patricia N. Mills, 3437 West Hirsch Street, Chicago, Illinois 60651: Amount bid and deposit check $300.00 (cashier's check);

1533 South Homan Avenue.

Edna E. Williams, 1531 South Homan Avenue, Chicago, Illinois 60623: Amount bid and deposit check $300.00 (personal money order);

1717 North Honore Street.

Marc Sussman, 1715 North Honore Street, Chicago, Illinois 60622: Amount bid and deposit check $600.00 (cashier's check);

1635 West Julian Street.

Paul B. and Charlene Hunt, 1633 West Julian Street, Chicago, Illinois 60622: Amount bid and deposit check $300.00 (cashier's check);

2038 North Kedzie Avenue.

Epifanio and Maria A. Ramirez, 2040 North Kedzie Avenue, Chicago, Illinois 60647: Amount bid and deposit check $300.00 (money order);

503 East Oakwood Boulevard.

Curtis and Kathie House, 501 East Oakwood Boulevard, Chicago, Illinois 60653: Amount bid and deposit check $300.00 (money order);

1618 West Pierce Avenue.

Lola Chen, 1620 West Pierce Avenue, Chicago, Illinois 60622: Amount bid and deposit check $400.00 (personal money order);

3029 South Pitney Court.

Angelo and Theresa Benard, 3033 South Pitney Court, Chicago, Illinois 60608: Amount bid and deposit check $300.00 (cashier's check);

3647 South Prairie Avenue.

Murphy and Pearl Hughes, 3649 South Prairie Avenue, Chicago, Illinois 60653: Amount bid and deposit check $300.00 (money order);

1752 North Rockwell Street.

Carol A. Moe, 1754 North Rockwell Street, Chicago, Illinois 60647: Amount bid and deposit check $300.00 (cashier's check);

6638 South St. Lawrence Avenue.

Amelia Dianne Owens, 6640 South St. Lawrence Avenue, Chicago, Illinois 60637: Amount bid and deposit check $300.00 (money order);

1730 West Superior Street.

Jadwiga Lyszczasz, 1728 West Superior Street, Chicago, Illinois 60622: Amount bid and deposit check $300.00 (bank check);

Bradley Colman, 1732 West Superior Street, Chicago, Illinois 60622: Amount bid and deposit check $605.00 (cashier's check);

1632 South Throop Street.

Anastacio and Guadalupe Balderas, 1634 South Throop Street, Chicago, Illinois 60608: Amount bid and deposit checks total $655.00 (money orders);

4408 South Vincennes Avenue.

Emmanuel and Flora M. Simmons, 4410 South Vincennes Avenue, Chicago, Illinois 60653: Amount bid and deposit check $562.36 (personal money order);

Luther Green, 4406 South Vincennes Avenue, Chicago, Illinois 60653: Amount bid and deposit check $350.00 (personal money order);

1543 West Walton Street.

Maria Stolarck, 1545 West Walton Street, Chicago, Illinois 60622: Amount bid and deposit check $700.00 (money order);

3040 West Warren Boulevard.

Lonnie Davis, 3036 West Warren Boulevard, Chicago, Illinois 60612: Amount bid and deposit checks total $300.00 (money orders);

1738 West 21st Street.

Zygmunt K. Sokolnicki, 1736 West 21st Street, Chicago, Illinois 60608: Amount bid and deposit check $310.00 (cashier's check).

Adjournment.

Thereupon, Alderman T. Evans moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on June 24, 1987, at 10:00 A.M. in the Council Chambers in City Hall.

Walter S. Kozubowski

WALTER S. KOZUBOWSKI,
City Clerk.