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

COPY

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

Regular Meeting--Wednesday, October 28, 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 -- The 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, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone.

Absent -- Aldermen Gutierrez, O'Connor.

Call To Order.

On Wednesday, October 28, 1987 at 1:10 P.M. (the hour appointed for the meeting was 10:00 A.M.) The Honorable Harold Washington, Mayor, called the City Council to order. Mr. Daniel J. Burke, Deputy City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, T. Evans, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Jones, J. Evans, Garcia, Krystyniak, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Stone -- 39.

Quorum present.

Invocation.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 17 BY ADDITION OF NEW SECTION 17-1.53 PERMITTING DISPOSAL OF INERT CONSTRUCTION DEBRIS AT STEARNS QUARRY AND ESTABLISHING APPROPRIATE FEES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 28, 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 permitting disposal of inert construction debris at Stearns Quarry and establishing fees therefor.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 27, SECTION 27-390 (b) BY IMPOSING FEES FOR PROVIDING COPIES OF POLICE DEPARTMENT ACCIDENT REPORTS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 28, 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 imposing a fee for providing copies of accident reports, as permitted by state statute.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AMENDMENT OF MUNICIPAL CODE BY ADDITION OF NEW CHAPTER 24.1 ESTABLISHING DEPARTMENT OF GENERAL SERVICES.

The 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

October 28, 1987.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance amending the Municipal Code of Chicago to add a new Chapter 24.1 creating the Department of General Services. The ordinance also amends various Chapters of the Municipal Code to allow the transfer of certain responsibilities to the Department of General Services.

Your favorable consideration to this ordinance will be appreciated.

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

Referred -- AMENDMENT OF MUNICIPAL CODE BY ADDITION OF NEW CHAPTER 24.2 ESTABLISHING DEPARTMENT OF MANAGEMENT INFORMATION SYSTEMS.

The 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

October 28, 1987.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance amending the Municipal Code of Chicago to add a new Chapter 24.2 creating the Department of Management Information Systems.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- ISSUANCE OF CHATHAM RIDGE TAX INCREMENT REVENUE BONDS, SERIES 1987 TO ASSIST IN REDEVELOPMENT OF CHATHAM RIDGE REDEVELOPMENT PROJECT AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 28, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Interim Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing the issuance of not to exceed $5,585,000 Chatham Ridge Tax Increment Revenue Bonds, Series 1987, to assist in the redevelopment of the Chatham Ridge Redevelopment Project Area.

Your favorable consideration of this matter will be greatly 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 -- STATE APPROVAL OF ORDINANCES CONCERNING MOTOR FUEL TAX FUND PROJECTS.

Communications from Mr. Ralph C. Wehner, District Engineer, under date of October 13, 1987 announcing that the Department of Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on the dates noted (involving expenditures of Motor Fuel Tax Funds) as follows:

June 30, 1987.

Execution of Project Agreement with State of Illinois for improvement of portion of West 16th Street.

July 15, 1987.

Allocation of Motor Fuel Tax Funds for 1987 street light energy costs increased.

July 29, 1987.

Execution of Amendment to Agreement with State of Illinois for improvement of Laramie Avenue between Harrison Street and North Avenue.

Funds authorized for repairs to curbs and gutters in improved streets, county and state highways during year 1987 (Section Curb and Gutter).

Funds authorized for repairs to pavements in improved streets, county or state highways during year 1987.

Funds authorized for snow and ice control maintenance of improved streets, county highways and state highways during year 1987.

Funds authorized for street cleaning maintenance of improved streets, county or state highways during year 1987.

Funds authorized for street light energy costs of improved streets, county highways and state highways during year 1987.

Funds authorized for maintenance of traffic signals and street lighting systems during year 1987.

Amendatory ordinance increasing allocation of Motor Fuel Tax Funds for maintenance, repair and painting of existing bridges, viaducts and appurtenances.

Placed On File -- RECOMMENDATIONS BY COMMISSIONER OF DEPARTMENT OF PLANNING AND ZONING ADMINISTRATOR.

Also, a communication signed by Ms. Elizabeth Hollander, Commissioner of Planning, under date of October 15, 1987, showing the recommendations of the Commissioner and Zoning Administrator concerning map amendments for which a public hearing was held October 13, 1987, in accordance with provisions of Section 11.9-4 of the Chicago Zoning Ordinance as passed by the City Council on January 31, 1969, which was *Placed on File.*

Placed On File -- CITY COMPTROLLER'S QUARTERLY REPORTS FOR PERIOD ENDED SEPTEMBER, 1987.

Also, the following document received in the City Clerk's Office, from Mr. Ronald D. Picur, City Comptroller, which was *Placed on File:*

City of Chicago Corporate Fund: Condensed Statement of Cash Receipts and Disbursements for the three months ended September 30, 1987;

Statement of Funded Debt as of September 30, 1987; and

City of Chicago Corporate Fund: Statement of Floating Debt as of September 30, 1987.

Placed On File -- REPORT OF VOUCHER PAYMENTS FOR PERSONAL SERVICES FOR MONTH OF SEPTEMBER, 1987.

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

[Voucher payments printed on page 5391 of this Journal.]

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 October 15, 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 October 28, 1987, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meetng held on October 15, 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, Et Cetera 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:

(Continued on page 5392)

PERSONAL SERVICES PAID BY VOUCHERS SEPTEMBER, 1987

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE		Sept. 1987
Mayberry, Harlan	7654 S. Carpenter	Aviation	Asst. Comm.	740	2,205.00	B/M	4,410.00
Formsett, Eddie	1139 S. Mozart	Fire	Fireman	100	760.32	B/P	760.32
Michon, Joseph	11032 S. Fairfield	"	"	"	270.36		270.36
Childs, Ronald	7850 S. Constance	Mayor's Ofc.	Comm. Specialist	"	2,416.66	P/M	2,416.66
Jackson, Pamela	40 N. Menard	"	Adm. Sec.	"	2,440.00	P/M	2,440.00
James, David	6612 N. Newgard	"	Liaison Asst.	"	31,400.00	P/Y	1,343.00
Otis, Martice	916 S. Ada	"	Receptionist	200	19,008.00	P/Y	1,535.31
Washington, Diane	175 E. Delware Pl.	"	Adm. Sec. II	100	12.15	P/H	2,106.00
Woods, Loisteen	501 W. 24th Pl.	"	Secretary	"	2,560.00	P/M	236.31
Arnold, Rita	7700 S. Jeffery	Police	Policeman	"	29,309.06	B/P	29,309.06
Barnes, Pamela	5050 S. Lake Pk.	"	Adm. Asst.	"	6.00	P/H	426.00
Gilbert, Vince	11122 S. Green	Water	Attny	200	1,551.50	B/M	3,103.00

(Continued from page 5390)

Dearborn North Partnership--to classify as a B7-6 General Central Business District instead of an R7 General Residence District the area shown on Map No. 3-F bounded by

a line 229.41 feet north of West Maple Street; the alley next east of North Dearborn Street; a line 148.65 feet north of West Maple Street; and North Dearborn Street.

First National Bank of Highland Park, as trustee, under trust 4172--to classify as a Cl-1 Restricted Commercial District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 7-K bounded by

West Belmont Avenue; the westerly right-of-way of the Chicago and Northwestern Railroad; a line 515.4 feet south of West Belmont Avenue; and North Knox Avenue.

William P. Gallos--to classify as a B4-2 Restricted Service District instead of an R2 Single Family Residence District the area shown on Map No. 13-0 bounded by

the alley next north of and parallel to West Foster Avenue; a line 404.74 feet east of and parallel to North Overhill Avenue; West Foster Avenue; and a line 284.74 feet east of and parallel to North Overhill Avenue.

Rudnick and Wolfe on behalf of Historic Properties, Limited--to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 9-H bounded by

the alley next north of West Roscoe Street; North Wolcott Avenue; West Roscoe Street; and a line approximately 81.11 feet east of and approximately parallel to North Wolcott Avenue.

Rudnick and Wolfe on behalf of Historic Properties, Limited--to classify as a B1-4 Local Retail District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 9-H bounded by

the alley next north of West Roscoe Street; a line approximately 445.49 feet west of and approximately parallel to North Ravenswood Avenue; West Roscoe Street; and North Ravenswood Avenue.

Rudnick and Wolfe on behalf of Historic Properties, Limited--to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 9-H bounded by

West Newport Avenue; a line approximately 75 feet west of and approximately parallel to North Ravenswood Avenue; the public alley next south of West Newport Avenue; and a line approximately 50 feet west of and approximately parallel to North Ravenswood Avenue.

Rudnick and Wolfe on behalf of Historic Properties, Limited--to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 9-H bounded by

West Roscoe Street; the alley next west of North Ravenswood Avenue; a line approximately 50 feet south of and approximately parallel to West Roscoe Street; and North Ravenswood Avenue.

The Salvation Army--to classify as an Institutional Planned Development Number 360 as amended, instead of an Institutional Planned Development Number 360 the area shown on Map No. 13-K bounded by

a line 475 feet north of West Argyle Street; North Pulaski Road; the alley next north of and parallel to West Argyle Street, or the line thereof if extended where no alley exists; and North Karlov Avenue, or the line thereof if extended where no avenue exists.

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:

Akin Brenda, Allstate Ins. Co. (2) Richard Litowchak and Josephine O'Brien, American Country Ins. Co. and Checker Taxi Co., Anderson Jacqueline, Apolon Lucy;

Bedoe Anthony Peter, Benson Robert, Blanton Thomas, Brewster Goza;

Cohen Neil;

Ellis Herman;

Ferrise Sam;

General Accident Ins. and Mary Darmon, Grason Amy, Gray John, Jr. Gray Walter, Green Ervin Jr.;

Home Ins. and Lois Cohen, Hoover Marcia, Humphrey John;

Imperial Crane Services, Inc.;

Jacob Mark, Jaskowiak Helena;

Kako Nazar, Kirkman Asalean, Klumbis Frank, Kolasa Raymond;

Levin Jolene Ruth;

Mack Priscilla, Marshall James, Martinez Mary, Mendoza Estaban;

Nelson Brian;

Peck Suzanne, Peterson Carol, Peterson Roland and Kathleen, Piral Hilda;

Reese Rudolph, Rodriguez Dolores, Rojas Ralph;

Saporito Charles, Scardina Anthony, Siomos Angeline, Smith Mary, Smith Paul, Snedeker William, Stauffer Robert, Strong Alex;

Tchoryk Jan and Olga;

Warren Ella, Williams Charles, Wilson Dwight.

Referred -- ORDER, DEMAND AND DIRECTION TO CITY COUNCIL FOR FISCAL YEAR 1987--1988 TAX LEVY FOR BOARD OF EDUCATION.

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

Board Of Education
City Of Chicago

October 15, 1987.

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

LADIES AND GENTLEMEN--The Board of Education of the City of Chicago at its regular meeting held October 14, 1987, adopted the following resolution, certified copies of which are herewith sent to you:

1. Order, Demand and Direction--Tax Levy for the Fiscal Year 1987- 1988.

Respectfully submitted,

BOARD OF EDUCATION OF
THE CITY OF CHICAGO

(Signed) FRANK W. GARDNER,
President.

(Signed) THOMAS J. CORCORAN,
Secretary.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

EXECUTION OF HOUSING DEVELOPMENT GRANT LOAN AGREEMENT FOR WOOD LAKE VILLAGE PROJECT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a Housing Development Grant Loan Agreement between the City of Chicago and K.O.D.C., Limited, for a loan of $1,860,000 in housing development grant funds to K.O.D.C., Limited, for the funding of the Wood Lake Village Project.

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

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Jones, J. Evans, Garcia, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Orr, Stone -- 42.

Nays -- Alderman Krystyniak -- 1.

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

Alderman T. Evans then requested the record reflect that said passed ordinance was transmitted to the Mayor, who affixed his signature to said ordinance at 1:15 P.M.

The following is said ordinance as passed:

WHEREAS, The Department of Housing (D.O.H.) has as its primary purpose the creation of safe, decent, affordable housing for the residents of the City; and

WHEREAS, K.O.D.C., Ltd., ("Owner") and American National Bank and Trust Company as Trustee, under Trust Agreement dated October 1, 1987 and known as Trust No. 103670-01 ("Trustee") ("Trustee and Owner, collectively designated as "Developer") intend to acquire and to construct housing located at 46th Street, Lake Park and Woodlawn Avenues, Chicago, Illinois consisting of 70 rental townhouse units, of which 21 of the rental units will be reserved for qualified lower income persons; and

WHEREAS, The Department of Housing has made an application to the United States Department of Housing and Urban Development for a Housing Development Grant for funds to be used for a loan to the Developer to assist in the financing of the acquisition, construction and equipping by Developer of said facility to be known as Wood Lake Village; and

WHEREAS, In response to said application the United States Department of Housing and Urban Development has approved Grant No. IL004HG402 (the "H.D.G. Grant"), as amended, which provides that up to $1,860,000 may be loaned by the City to Developer; and

WHEREAS, Developer desires to borrow said amount from the City and the City is willing, subject to the terms and conditions herein, to lend said amount to Developer; now, therefore,

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

SECTION 1. The Commissioner or First Deputy Commissioner of the Department of Housing ("Commissioner") is authorized to execute a Housing Development Grant Loan Agreement, substantially in the form attached hereto, and with such changes that may be required to conform to the requirements of the H.D.G. Grant, as amended, or by the Secretary of Housing and Urban Development.

SECTION 2. The Commissioner or the First Deputy Commissioner is authorized to execute all collateral documents required under or in compliance with the H.D.G. Grant, and to require the execution or delivery by the Owner and/or Trustee of all collateral documents required under, or in compliance with, the H.D.G. Grant.

SECTION 3. This ordinance shall be effective from the date of its passage.

Housing Development Grant Loan Agreement attached to this ordinance reads as follows:

Housing Development Grant
Owner-Grantee Loan Agreement.

This Agreement ("H.D.G. Loan Agreement") made in Chicago, Illinois, dated as of the 1st day of September, 1987, between the City of Chicago, Illinois (the "City" or the "Grantee"), by and through its Department of Housing ("D.O.H."), having its offices at 318 South Michigan Avenue, Chicago, Illinois 60604, American National Bank And Trust Company as trustee, under Trust Agreement dated October 1, 1987 and known as Trust No. 103670-01 ("Trustee") and K.O.D.C., Ltd., an Illinois not for profit corporation and sole beneficiary of said Trust, ("Owner"), with its principal offices at 1236--1238 East 46th Street, Chicago, Illinois 60653, ("Trustee and/or Owner to be designated as "Developer").

Witnesseth:

Whereas, D.O.H. has as its primary purpose the creation of safe, decent, affordable housing for the residents of the City; and

Whereas, Trustee shall acquire scattered sites in the Kenwood-Oakland community and intends to construct 70 townhouse rental units of which 21 of the 70 rental units will be reserved for qualified lower income persons; and

Whereas, D.O.H. has made an application to the United States Department of Housing and Urban Development for a Housing Development Grant for funds to be used as a loan to assist in the financing of the construction by Developer of said townhouses; and

Whereas, in response to said application the United States Department of Housing and Urban Development has approved H.D.G. Project No. IL004HG402 (the "H.D.G. Grant"), which provides that $1,860,000 may be loaned by the City to Developer (the "H.D.G. Loan"); and

Whereas, Developer desires to borrow said amount from the City, and the City is willing, subject to the terms and conditions herein, to lend said amount to Developer;

Now, Therefore, the parties hereto agree as follows:

Section I. Definitions.

The following terms shall be defined, for purposes of this Agreement, as follows:

1.1 "Declaration of Restrictive Covenants" shall mean the agreement executed by and between the City, Trustee and Owner which agreement shall be recorded as a covenant running with the land.

1.2 "H.D.G. Collateral" shall mean the land, buildings and personal assets of Developer, now owned or hereafter acquired, including all additions, accessions and substitutions thereto and therefor, comprising the Project (as hereinafter defined).

1.3 "H.D.G. Grant Agreement" or "H.D.G. Grant" shall mean the Agreement numbered IL004HG402, and dated [____________________], between the Secretary of Housing and Urban Development and the City.

1.4 "Lender A" shall mean the Illinois Housing Development Authority ("I.H.D.A."), a body politic and corporate of the State of Illinois, as lender of $2,900,000 to Developer.

1.5 "Lender B" shall mean the Illinois Development Finance Authority ("I.D.F.A.") as the grantor of $955,427 of Illinois Development Action Grant ("I.D.A.G.") funds lent by the City to the Developer.

1.6 "Lender C" shall mean the City of Chicago as lender of $1,860,000 of H.D.G. Loan funds.

1.7 "Lower Income Unit" shall mean one of the 21 residential rental units reserved for rental by Qualified Tenants.

1.8 "M.B.E." or "W.B.E." shall mean a business enterprise with at least 51% minority or female Developership, and whose day to day operations are significantly controlled by such minority or female Developership.

1.9 "Other Agreements" shall mean all agreements, instruments and documents heretofore, now, and/or from time to time hereafter executed by and/or on behalf of Developer, and delivered to City by Developer.

1.10 "Project" shall mean all activities of Developer in acquiring, constructing and managing the Site (as hereinafter defined).

1.11 "Project Term" shall mean the number of years during which the twenty- one (21) units specified as lower income in Section 1.01(e)2 of the H.D.G. Grant Agreement must be occupied or available for occupancy by lower income households. The Project Term shall begin on the date on which units in the Project are available for occupancy and shall continue for a period of twenty (20) years as specified in Section 1.01(d) of the H.D.G. Grant Agreement, from the date on which fifty (50) percent of the total units in the Project are occupied.

1.12 "Qualified Tenant" shall mean individuals or families of lower income within the meaning of 24 C.F.R. Part 850, Subpart F, eligible to occupy one of the Lower Income Units.

1.13 "Secretary" shall mean the Secretary of the United States Department of Housing and Urban Development.

1.14 "Senior Financing" shall mean the loans of Lender A and Lender B or permitted replacement thereof, plus accrued and unpaid interest, plus additional amounts actually advanced to complete the Project or upon a failure of Developer to perform its obligations under such loan.

1.15 "Site" shall mean that certain real estate located at scattered sites in the Kenwood-Oakland community, Chicago, Illinois and all buildings, facilities, structures and fixtures now existing or hereafter erected thereon, all as more particularly described in Exhibit C attached hereto.

Section II. Consideration.

In consideration of the City, the Trustee and Owner entering into and executing this Agreement, and agreeing to perform their obligations as set forth in Exhibit A attached hereto and made a part hereof, and for good and valuable consideration, the City and Developer agree as hereinafter set forth.

Section III. Loan.

The City shall make the H.D.G. Loan to Developer and Developer shall borrow from the City an amount and upon terms and conditions as set forth in Exhibit B attached hereto and made a part hereof. The Loan shall be secured and guaranteed as set forth in Exhibit C attached hereto and made a part hereof.

Section IV. Developer's Covenants.

Developer warrants, represents and covenants to City as follows:

4.1 Developer shall be governed, adhere to and obey any and all applicable federal, state and local laws, statutes, ordinances, rules, regulations and executive orders as are now, or may be in effect from time to time during the term of this Agreement.

4.2 The Developer warrants that it has obtained or has reasonable assurance that it will obtain, all federal, state, and local governmental approvals and reviews required by law to be obtained by the Developer for the Project and that the Project shall be developed in accordance with applicable state and local building codes.

4.3 The parties hereto agree that no activity having potential significant adverse environmental effects shall be undertaken until the City has completed an environmental assessment of the Project in accordance with H.U.D. regulations contained in 24 C.F.R. Part 58.

4.4 The parties hereto agree that they will prepare, implement and maintain a minority and women-owned business development plan, consistent with Executive Orders 11625; 12432, and 12138, which shall contain specific measurable goals and an affirmative strategy to promote awareness and participation by such business in the contracting and procurement activities generated by the Project.

4.5 The Owner agrees that any duly authorized representative of H.U.D. or the City shall, at all reasonable times during the Project Term, have access to any parts of the Project in which the Developer is involved.

4.6 The Developer agrees to comply with Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601--3619 and implementing regulations; Executive Order 11063 and regulations at 24 C.F.R. Part 107; Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and regulations at 24 C.F.R. Part 1; the Age Discrimination Act of 1975, 42 U.S.C. 6101--6107; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794; Executive Order 11246 and regulations at 41 C.F.R. Chapter 60; and the requirements of Section 3 of the Housing and Urban Development Act of 1968.

4.7 Developer shall proceed diligently to carry out the Project pursuant to Exhibit A.

4.8 Developer shall be: (a) bound by and adhere to the requirements of 24 C.F.R. Part 200, Subpart M; and (b) responsible for implementing regulations thereof as found at 24 C.F.R., Part 106, relating to affirmative fair housing marketing, and the same are expressly incorporated herein by reference.

Marketing must be done in accordance with the H.U.D.--approved Affirmative Fair Housing Marketing Plan, Form H.U.D.-935.2, attached hereto as Exhibit F and specifically incorporated herein, as well as all fair housing and equal opportunity requirements.

4.9 Developer shall abide by all terms and conditions of the H.D.G. Grant Agreement, as amended from time to time, and the same is expressly incorporated herein by reference.

4.10 Developer Expressly Agrees That The Funds Available Pursuant To This Agreement Shall Not Be Deemed Committed By The City To the Developer Until The City Has Received A Release Of Funds ("R.O.F.") From The Secretary, And Any Otherwise Eligible Cost Incurred By The Developer Prior To Said R.O.F. Shall Be At Its Sole Risk, If The United States Department Of Housing And Urban Development Should Later Withdraw The H.D.G. Grant Funds.

4.11 The time frame for the beginning and completion of the Project, including the beginning and completion of each phase of the Project, shall be as specified in Exhibit E of the H.D.G. Grant Agreement, as amended from time to time.

Section V. Inspection And Review.

Books and Records. Developer shall keep and maintain such books, records and other documents as shall be required under rules and regulations now or hereafter applicable to grants made under the H.D.G. Program, and as may be reasonably necessary to reflect and disclose fully the amount and disposition of proceeds of the H.D.G. Loan, the total cost of the activities paid for, in whole or in part, with proceeds of the H.D.G. Loan, and the amount and nature of all investments related to such activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be available at the offices of Developer for inspection, copying, audit and examination at all Trustee or reasonable times by any duly authorized representative of the Secretary or the Comptroller General of the United States (the "Government"), and/or the City.

All such books, records and other documents are to be available until final settlement and conclusion of all H.D.G. issues as is required by Section 6.04(b) of the H.D.G. Grant Agreement.

Section VI. Labor Standards.

Developer shall be required to meet (including all contractors of Developer), for all laborers and mechanics employed on the Project, labor standards and prevailing wage rates not less than those prevailing on similar construction in the locality, as determined by the Secretary of Labor in accordance with the Davis- Bacon Act, as amended, 40 U.S.C. 276a-276a-5, and any contracts involving the employment of such persons shall be subject to the provisions of the Contract Work Hours and Safety Standards Act, as amended 40 U.S.C. 327-333.

Section VII. Certificate Of Completion.

Promptly after completion by Developer of each portion of the Project, the City will at Developer's request, furnish Developer with appropriate instruments certifying such completion. Such certifications shall be a conclusive determination of satisfaction, discharge and termination of the covenants in this Agreement with respect to the obligations of Developer and/or Trustee and its successors and assigns to undertake the

Project in accordance with the dates for the beginning and completion thereof. The certifications shall be in such form as will enable them to be recorded. If the City shall refuse or fail to provide the certifications within 5 days of a request for such certification by Developer, the City shall, within 30 days thereafter, provide Developer with a written statement indicating in adequate detail how Developer has failed to complete the construction of the improvements in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City for Developer and/or Trustee to make or perform in order to obtain such certification.

Upon completion of the Project and resolution of any finding of the final audit, the Developer shall submit to the City, a written certification, executed by an authorized representative of the Developer and Trustee, stating that all development-related activities required to be completed by the Developer in accordance with Exhibit C of the H.D.G. Grant Agreement and specifying the date of completion and the actual cost to the Developer of labor, materials and necessary services for the construction of physical improvements for the Project in the format prescribed by H.U.D.

Section VIII. Restrictions On Use.

During the term of the H.D.G. Loan, Developer shall devote the Site solely for purposes of a residential rental facility consisting of 70 rental townhouses.

Section IX. Permitted Liens And Encumbrances.

9.1 During the term of the H.D.G. Loan, except for the Declaration of Restrictive Covenants and the liens of Lenders A, B and C, Trustee shall not grant security interests in, nor otherwise encumber the H.D.G. Collateral unless the grantee of any such grant consents to and acknowledges the rights of the City in the H.D.G. Collateral.

9.2 Subject to the provisions of Paragraph 9.3 of this Section IX, in addition to the Liens of Lenders A, B and C, the following shall be Permitted Liens against the Project: (a) liens for taxes being contested in good faith by appropriate proceedings; (b) deposits or pledges to secure obligations under workmen's compensation, social security or similar laws, or under unemployment insurance; (c) deposits or pledges given in the ordinary course of business to secure bids, tenders, contracts (other than contracts for the payment of money), leases and other like obligations; (d) judgment liens unless the judgment secured shall remain unstayed, undischarged or unbonded for 30 days; (e) mechanics', workmen's, materialmen's, or other like liens arising in the ordinary course of business being contested in good faith; (f) easements, rights of way, zoning restrictions and similar charges or encumbrances not interfering with the operations of the Trustee, the Developer, any subsidiary of Owner or the Project; (g) purchase money mortgages, liens, pledges or security interests existing in H.D.G. Collateral or Site acquired by Trustee after the date of this Agreement, provided that City's perfected security interest in assets of Trustee and Owner granted to secure repayment of the Loan shall have a value (as determined by independent appraisal, if necessary, and paid for solely by Owner), of no less than 120% of the then outstanding principal balance of the Loan.

Additionally, the Declaration of Restrictive Covenants, and any amendments thereto, shall be a Permitted Encumbrance against the Project.

9.3 Further, Developer shall promptly give written notice of any Permitted Liens affecting the Site, where the City's prior consent pursuant to this Section IX, is not required. Additionally, Developer shall provide evidence of reserves and/or grant additional security to the City, as the latter may reasonably request to assure its security in the H.D.G. Collateral is not materially diminished by any such Permitted Lien.

Section X. Events Of Default; Substantive Violations.

10.1 The occurrence of any of the following events or conditions shall be a default of this Agreement: (a) default in the payment ("monetary default"), or performance of any of the obligations or of any covenants or liabilities of Developer, ("non-monetary default"), contained or referred to herein, after the expiration of the Cure Period (as hereinafter defined); (b) any warranty, representation or statement made or furnished to City by or on behalf of Developer or Trustee, proving to have been false in any material respect when made or furnished; (c) any action by Developer in contravention of the H.D.G. Grant Agreement, or which serves to place the City in violation thereof; (d) the making of any levy, seizure or attachment on the H.D.G. Collateral; (e) involuntary dissolution, termination of existence (except occurring upon a sale, partial sale or syndication of the Project pursuant to Section XIII hereof), insolvency, business failure, appointment of a receiver of any part of the Site of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer or any guarantor or surety of Developer, or uncured default on the Loan; (f) a default of any of the Senior Financing.

If a monetary default or a non-monetary default shall have occurred, and shall continue for 10 or 60 days, respectively, from receipt of notice thereof (deemed to be 3 days after City has placed said notice in the United States Mails, addressed to Developer, Trustee, Lender A and Lender B, first class postage, certified, return receipt requested, all prepaid), Developer has not cured said default(s), (the "Cure Period"), then the City shall have the right to exercise the remedies provided in Section XI of this Agreement; provided, however, that in the event a non-monetary default cannot reasonably be cured within the aforesaid 60-day period, and if Developer has commenced efforts to cure, then the time to cure such non-monetary default shall be extended so long as Developer diligently continues to cure such default; provided further, that in the case of a default under the Senior Financing, the cure period granted therein shall be the cure period under this Agreement.

10.2 Violation of any of the following Developer agreements, covenants and representations shall result in a substantive violation ("Substantive Violation") of this Agreement:

(1) The Developer agrees not to convert any units in the Project to condominium Developership or to a form of cooperative Developership that is not eligible to receive a H.D.G. Loan during the period beginning on the date on which units in the Project are available for occupancy and continuing for the twenty-year period beginning from the date on which 50 percent of the total units in the Project are occupied (the "Project Term").

(2) The Developer agrees that during the Project Term the Developer will not discriminate against prospective tenants on the basis of their receipt of or eligibility for housing assistance under any federal, state, or local housing assistance program or, except

for units specifically identified in this Agreement as designated for the elderly and for units that are too small for the intended occupancy, on the basis that they have a minor child or children who will be living with them.

(3) The Developer agrees that the number of units by bedroom distribution specified in this Agreement as available for occupancy by lower income households ("Lower Income Units") shall be occupied or available, through the Developer's best efforts, for occupancy by lower income households during the Project Term.

(4) The Developer acknowledges that rents for Lower Income Units are limited by H.D.G. regulation 24 C.F.R. 850.151, that rents are subject to the approval of the City, as more specifically described in the "Rent Mechanism" incorporated herein, and that lower income rents and tenant income shall be determined in accordance with H.U.D. regulations at 24 C.F.R. Part 850, Subpart F.

(5) The Developer agrees to lease Lower Income Units only to tenants who are lower income at the time of initial occupancy. Furthermore, the Developer agrees to reexamine the income of each tenant household living in Lower Income Units at least once a year. When a tenant occupying a Lower Income Unit ceases to be lower income, the Developer agrees to take the appropriate actions described in H.D.G. regulation 24 C.F.R. 850.151(f). The procedures to be followed in implementing this provision are incorporated herein.

(6) The Developer agrees to recalculate lower income rents at least annually, in accordance with the terms of the Rent Mechanism, and to submit the first rent recalculation to the City no later than 60 days prior to initial occupancy.

(7) The Developer agrees to provide tenants occupying Lower Income Units at least 30 days prior written notice before implementing any increase in rents.

Section XI. Remedies.

Upon an event of default as defined in Section X, subsection

10.1 above (regardless of whether the Code [as defined below] has been enacted in the jurisdiction where such rights or remedies are asserted), and at any time thereafter (such default not having previously been cured), City, at its option, may declare all obligations secured hereby immediately due and payable and if applicable, shall have the remedies of a secured party under the Uniform Commercial Code as adopted from time to time in Illinois ("Code"), including, without limitation, the right to take immediate and exclusive possession of the H.D.G. Collateral, or any part thereof.

Notwithstanding anything contained herein to the contrary, upon Developer's failure to meet its obligations pursuant to Paragraph 2 of Exhibit E, City may, at its sole option, assess a late charge of $50 per day for each day the aforesaid obligations remain unfulfilled.

The City agrees that upon a determination of a Substantive Violation by the Developer of its obligations under Section X, subsection 10.2, the City shall notify the Developer in writing (with copies to Lender A and Lender B) (A) of the details of the Violation, (B) actions to be taken and the remedies to be applied to cure the Violation, and (C) of a a sixty

(60) day cure period for the Developer either to contest the determination of a Violation or to take actions to cure the Violation.

If the Developer does not correct a Substantive Violation, the principal amount of the H.D.G. Loan shall become immediately due and payable plus simple interest accrued at a rate determined by H.U.D. by adding two percent to the average yield on outstanding marketable long-term obligations of the United States during the month preceding the date on which the initial H.D.G. funds were released. The principal amount and accrued interest to be repaid shall be reduced by ten percent for each full year in excess of ten years that intervened between the beginning of the term of this Agreement and the Violation.

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

Section XII. Developer Indemnification.

Developer shall save, defend and hold harmless, the City, from any and all liability of City to H.U.D. occasioned by Developer's actions which cause the City to violate any provisions of the H.D.G. Grant Agreement.

Section XIII. Sale/Refinancing/Resyndication.

Payment of the principal amount of the Loan will become due and payable in full on the earlier to occur of (1) the sale of the Project or (2) the last day of the 12th month of the 30th year following completion of construction of the Project. In the event of refinancing or syndication, the terms of the Loan will be renegotiated, based upon the then current and projected cash flow analyses.

Section XIV. General.

14.1 No waiver by City of any default shall operate as a waiver of any other default or of the same default on a future occasion. All rights of City hereunder shall inure to the benefit of its successors and assigns; and all obligations of Developer shall bind its executors or administrators or its successors or assigns.

14.2 This Agreement shall become effective, after signed by the City, when it is signed by the Trustee and Developer.

14.3 All rights of City to and under this Agreement, and in and to the H.D.G. Collateral shall pass to and may be exercised by any assignee thereof. Developer agrees that if City gives notice to Developer of an assignment of said rights, upon such notice, the liability of Developer to the assignee shall be immediate and absolute. Developer shall not set up any claim against the City as a defense, counterclaim or setoff to any action brought by any such assignee for the unpaid balance owed hereunder or for possession of the Collateral, provided that Developer shall not waive hereby any right of action to the extent that waiver is expressly made unenforceable under applicable law.

Section XV. Housing And Urban Development Approval.

During the term of this Agreement, it shall not be amended in any material respect without the prior written approval of the Secretary. "Material", for purposes of this Section, shall be defined as anything which cancels or reduces any developmental, construction, job creating or financial obligation of Developer, Trustee, Lender A, or Lender B by more than 10 percent (10%), changes the site or character of any development activity or increases any time for performance by a party by more than thirty (30) days.

Section XVI. Equal Employment Opportunity.

Developer and its successors and assigns, agree that during the term of the H.D.G. Loan:

16.1 Developer will develop an affirmative action plan to ensure equal employment opportunities without regard to race, color, religion, sex, national origin, age or physical handicap. Such plan may include, but not limited to, the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

16.3 Developer will include the provisions of subsections 16.1 and 16.2 of this Section XVI in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

16.4 The Owner agrees to market units in the Project in accordance with the H.U.D.-approved Affirmative Fair Housing Marketing Plan, Form H.U.D.-935.2 and all fair housing and equal opportunity requirements.

16.5 The parties hereto acknowledge that local residency requirements shall not be permitted with respect to the occupancy of the Project, but that local residency preferences are permissible to the extent that they are not inconsistent with affirmative fair housing marketing objectives and the Owner's H.U.D.-approved Affirmative Fair Housing Marketing Plan. Persons expected to reside in the community as a result of current or planned employment will be treated as residents for purposes of a residency preference.

16.6 The Owner agrees that all management and maintenance functions will be performed in compliance with applicable equal opportunity requirements.

16.7 The parties hereto acknowledge that nothing contained in this Agreement shall preclude enforcement by the Federal Government of this Agreement, civil rights statutes, or other provisions of law that apply to the H.D.G. program.

Section XVII. Utilization Of Minority And Women Owned Business Enterprises.

17.1 Pursuant to Executive Order 85-2, issued by the Mayor of the City on April 3, 1985, and 24 C.F.R., Part 850.35(b), both of which are expressly incorporated herein by reference, Developer agrees to develop a plan to expend not less than 25% of the total dollar value of the H.D.G. Loan with one or more certified M.B.E., and not less than 5% of the total dollar value of the H.D.G. Loan with one or more certified W.B.E.

17.2 Developer's M.B.E./W.B.E. commitments may be met by: (i) contracting or subcontracting a portion of the work on the Project to one or more M.B.E. or W.B.E.; (ii) purchase materials used in completing the Project from one or more M.B.E. or W.B.E.; or (iii) any combination of the foregoing. The Purchasing Agent of the City of Chicago, upon request, will provide assistance in identifying qualified and certified M.B.E. and W.B.E., eligible for consideration as contractors, subcontractors, materialmen and/or vendors. Requests for assistance should be addressed to:

City of Chicago Department of
Purchases, Contracts and Supplies
Monitoring and Compliance
Kraft Building -- Room 101A
510 North Peshtigo Court
Chicago, Illinois 60611

17.3 M.B.E. and W.B.E. proposed by Developer for participation in the H.D.G. Loan shall be certified by the City as of the date of such submission to the Purchasing Agent. In the alternative, Developer shall submit an affidavit or acceptable equivalent that the proposed M.B.E. or W.B.E. participant has, as of the date of said submission, submitted a "Form Schedule A -- Application for Certification As Qualified and Bona Fide Minority or Women Owned Business" which is awaiting review by the Purchasing Agent for eligibility; provided however, that Form Schedule A may be submitted only following a prior determination by the Purchasing Agent that the work contemplated by the Developer for the proposed M.B.E. and/or W.B.E. requires capabilities and/or expertise not possessed by an existing certified M.B.E. or W.B.E.; Certifications or re-certifications shall be effective for one calendar year from the date granted.

A directory of Qualified and Bona Fide Minority and Women Owned Business Enterprises is maintained by the Purchasing Agent at its offices as set forth in Paragraph 17.2 above.

17.4 The City endorses that participation of joint ventures in meeting the commitments of this Section XVII. However, in joint ventures with any M.B.E. or W.B.E., full credit may be denied by the Purchasing Agent unless: (i) there exists a written joint venture agreement between the parties evidencing their respective Developership interests and financial involvement in the joint venture; and (ii) the joint venture agreement specifically delineates defined managerial and other significant duties that actually will be performed by the M.B.E. or W.B.E. joint venturer. Where a joint venture entity is proposed, the joint venture agreement, and a completed "Form Schedule B" (obtaining from the Purchasing Agent of the City), shall be submitted with the bid or proposal.

17.5 Developer may request a waiver from the requirements of this Section XVII, in writing, and directed to the Purchasing Agent. The request shall establish by clear and convincing evidence that full compliance with M.B.E./W.B.E. requirements is impossible or economically unreasonable under the circumstances. In the event a waiver request is granted the Developer, the Purchasing Agent may condition such waiver upon the Developer's express written agreement to make every effort to comply with the spirit of Executive Order 85-2. The determination of the Purchasing Agent in this matter shall be final.

17.6 Developer agrees to report to the Purchasing Agent on all expenditures related to the H.D.G. Loan made to achieve compliance with M.B.E./W.B.E. requirements. Such reports shall include, but not be limited to the name and business address of each M.B.E. and/or W.B.E. performing directly or indirectly, on the Project; a description of the work performed and/or products or services supplied; and any other information as may reasonably be requested by the Purchasing Agent in determining Developer's compliance with this Section XVII.

Section XVIII. No Assignment Or Succession.

No transfer of H.D.G. Loan funds by the City to Developer shall be, or be deemed to be, an assignment of H.D.G. Grant funds, and Developer shall not succeed to any rights, benefits or advantages of the City under the H.D.G.
Grant, nor attain any rights, privileges, authorities or interests in or under the H.D.G. Grant.

Section XIX. Disclaimer Of Relationship.

Nothing contained in this Agreement or in the H.D.G. Grant Agreement, nor any act of the Secretary or of the City, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the Secretary or the City.

Section XX. Conflict Of Interest.

Developer expressly covenants that no member, official or employee of the City shall have any personal interest, direct or indirect, in this Project; nor shall any such member, official or employee participate in any decision relating to this Project which affects its personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

No person (i) who is an employee, agent, consultant, officer or elected or appointed official of the City (or of any designated public agencies) that receives an H.D.G. Grant and who exercises or who has exercised any functions or responsibilities with respect to assisted development activities or (ii) who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Exceptions may be granted to this prohibition under the H.D.G. Regulations at 24 C.F.R. Part 850.

Section XXI. Limitation Of Liability.

Developer expressly agrees that no member, official, employee or agent of City shall be individually or personally liable to Developer, its successors or assigns under this Agreement.

Section XXII. Time Of The Essence.

Time is of the essence in this Agreement.

Section XXIII. Prior Agreements.

This Agreement and the other H.D.G. Loan documents, and any other documents or instruments executed pursuant thereto or contemplated thereby, shall represent the entire, integrated agreement between the parties hereto with respect to the acquisition and construction of the Project not yet in place, and shall supercede all prior negotiations, representations, or agreements pertaining thereto, either oral or written. This Agreement and any provision hereof shall not be modified, amended, waived or discharged in any manner other than by a written amendment executed by all parties to this Agreement.

Section XXIV. Additional Provisions.

24.1 Owner shall erect a sign at the Project site(s) which shall be consistent with criteria set by the United States Department of Housing and Urban Development and furnished to Owner by the City.

24.2 All notices, certificates or other communications shall be sufficiently given and shall be deemed to have been given on the second day following the day on which the same have been mailed by registered or certified mail, postage and fees prepaid, addressed as follows:

If To City:

City of Chicago, Illinois
c/o Department of Housing
318 South Michigan Avenue
Chicago, Illinois 60604
Attention: Commissioner

With Copies To:

City of Chicago
c/o Department of Law
City Hall--Room 511
Chicago, Illinois 60602
Attention: Corporation Counsel

If To Owner:	K.O.D.C., Ltd. c/o Kenwood Oakland Community Organization 1236--1238 East 46th Street Chicago, Illinois 60653
With Copies To:	Keck, Mahin & Cate 233 South Wacker Drive Chicago, Illinois 60606 Attention: Julius Y. Yacker, Esq.
If To Lender A:	Illinois Housing Development Authority 401 North Michigan Avenue Chicago, Illinois 60611 Attention: Mr. James Kiley
If To Lender B:	Illinois Development Finance Authority Chicago, Illinois Attention: Ronald Bean, Executive Director
If To Trustee:	American National Bank and Trust Company 33 North LaSalle Street Chicago, Illinois Attention: ____________________

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

24.3 Completion of the Project shall be unconditionally guaranteed by the Owner, and no parent corporation of Owner shall have any personal liability for such completion. Repayment of the H.D.G. Loan shall be solely the responsibility of the Developer in accordance with the terms of the H.D.G. Loan, and no other person, officer of Owner or of Owner's parent corporation shall have personal liability for repayment of the H.D.G. Loan.

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

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

24.6 This Agreement is executed by American National Bank and Trust Company of Chicago, not personally but solely as Trustee as aforesaid. All 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 asseted or be enforceable against American National Bank and Trust Company of Chicago by reason of any of the covenants, statements, representations or warranties contained in this Agreement.

In Witness Whereof, the City of Chicago and K.O.D.C., Ltd. have caused this Agreement to be duly executed and delivered as of the date first above written.

[Signature forms omitted for printing purposes.]

Exhibits A, B, C, D, E, F, G and H attached to this Agreement read as follows:

Exhibit A.

1. The City Agrees to do the following things, some of which may have already been done prior to the date of this Agreement:

(a) The City, as Lender C, shall lend to the Developer not more than $1,860,000 in H.D.G. funds to be used as a construction cost writedown. The Loan shall be secured by a third mortgage on the Project. H.D.G. funds shall be drawn down in accordance with the provisions of Section 9.02(e) of the H.D.G. Grant Agreement.

(b) The City shall enter into a Loan Agreement with the Developer in accordance with Article V of the H.D.G. Grant Agreement.

(c) The City shall provide H.U.D. with the means by which H.D.G. restrictions shall be enforced for the Project Term by entering into a Declaration of Restrictive Covenants with the Developer.

(d) The City, acting as a conduit for Lender B, shall lend to the Developer not less than $955,427 for the construction and permanent financing of the Project. Such loan shall bear 3% interest and shall be for a 30 year term. Such loan shall be secured by a second mortgage on the Project.

2. Developer agrees to do the following things, some of which may have been accomplished prior to the date of this Agreement:

(a) Developer shall acquire scattered sites in the Kenwood-Oakland community and construct and develop the Project into 70 townhouse rental units.

(b) Developer shall commit 21 of the 70 units at H.D.G. rent levels for a period of 20 years to be rented to Qualified Tenants. The 21 units shall be distributed as follows:

(i) 2 Bedrooms - 11 rental units

(ii) 3 Bedrooms - 10 rental units

(c) Developer shall borrow from Lender A at least $2,500,000, and from Lender B, at least $1,860,000 and from Lender C, at least $955,427, all for the acquisition, construction and development of the Site;

(d) Developer shall enter into and execute a Declaration of Restrictive Covenants Agreement with the City, in recordable form;

(e) Developer shall develop affirmative programs relating to utilization of M.B.E. and W.B.E. firms, and a Fair Housing Marketing Plan.

(f) Developer shall develop the sites identified in the H.D.G. application at Part M-7 and described in Section 1.01(e) of the H.D.G. Grant Agreement.

All of the aforesaid activities are for and in connection with the Project as the same is more particularly described in the City's H.D.G. application.

Exhibit B.

The terms and conditions of the H.D.G. Loan will be consistent with the following:

1. Construction Loan.

(a) The principal amount of the Loan shall be $1,860,000.

(b) Interest shall not be charged either during the construction or the permanent loan period.

(c) The construction period will commence upon the initial disbursement of the H.D.G. Grant funds to Owner.

(d) The following shall be required of Owner as conditions precedent to disbursement of Loan proceeds:

(i) Developer shall furnish to City a commitment for an A.L.T.A. policy of mortgagee title insurance, in the full amount of the third mortgage on the Site, free of encumbrances and other exceptions to title other than those approved, in advance, by City, and subordinated only to the first mortgage of the Lender A and the second mortgage of Lender B to secure a loan in an amount not to exceed $______________, plus additional amounts actually advanced for completion of the Project or upon Developer's failure to fulfill its obligations under Loan A, Loan B or Loan C;

(ii) Developer shall have furnished to City a Builder's Risk and Fire Insurance policy or policies duly endorsed to indicate City as insured mortgagee;

(iii) Developer shall enter into a Disbursement Agreement with a City approved Title Insurance Company ("Company"), which shall provide that Company shall receive from

Developer, to review and approve, no more frequently than monthly, the following as conditions precedent to the disbursement of any Loan proceeds to Developer:

(aa) A Request for Reimbursement, specifying the amount requested, that said amount is for H.D.G. eligible items, and is in the ratio of H.D.G. Loan funds to other funds (funds advanced by Lender A and Lender B), as set forth in Paragraph (vi) below;

(bb) Original executed Waivers of Mechanics Liens, Contractors and/or Subcontractors Sworn Statements of work completed to date; and

(cc) Certification by an architect or engineer approved by the City, of work completed to date in accordance with approved plans and specifications, on A.I.A. forms or reasonable equivalents thereof.

(v) All of the evidentiary materials required by Article VII and Exhibit D to the H.D.G. Grant Agreement have been submitted to and approved by the Secretary, and the Secretary has authorized the City to draw down such funds from its letter of credit.

(vi) Loan disbursement shall be made only in an amount which, when taken together with the previous disbursements, would not exceed the ratio of $1.00 of H.D.G. Grant funds for every $2.07 of other funds expended by Developer for the Project.

2. Permanent Loan.

(a) The permanent loan shall be the total sum of the principal balance of the construction period loan.

(b) The term of the loan shall be 30 years commencing on the later to occur of (i) the Initial Occupancy Date (defined as the date the first Qualified Tenant moves into a Lower Income Unit), or (ii) the date on which full disbursement of the Loan occurs.

(c) Repayment of the Loan by Owner to City shall be as follows:

(i) Payment of the entire principal amount of the Loan will become due and payable on the Project's sale or refinancing.

(ii) Payments of principal and interest will be deferred for 20 years. Payment obligations will be renegotiated by the parties to this Agreement at that time based upon the then current and projected cash flow analyses.

3. Owner shall submit to City within 90 days of the close of each fiscal year during the term of the Loan, financial statements prepared by a certified public accountant, in accordance with generally accepted accounting principles consistently applied, and certified by Owner's general partner, setting forth among other things the annual gross revenues and expenditures of the Project and amount due and owing the City, if any, together with evidence that a check in the amount therefor has been remitted to the City.

4. The Loan may not be prepaid, in whole or in part until 20 years from the Initial Occupancy Date of the Project, at which time it may be prepaid without premium or penalty.

5. Nondisturbance Agreements. City agrees, upon request from Owner to execute and deliver, nondisturbance and attornment agreements reasonably satisfactory to Owner and City wherein City shall agree that, with respect to any leases of the Project, the tenants under such leases shall be entitled to the quiet enjoyment of the leased premises without disturbance from City if and so long as such tenants shall not be in default under such leases.

Exhibit C.

The H.D.G. Loan made pursuant to this Agreement shall be secured by the following:

1. A third mortgage or deed of trust in favor of the City on the land, building and fixtures comprising the Project subordinated only to: (i) the first mortgage of Lender A in an amount not to exceed $2,500,000 plus such additional sums as may be actually advanced for completion of the Project, (ii) a second mortgage of Lender B in an amount not to exceed $955,427 plus such additional sums as may be actually advanced for completion of the Project, or upon Owner's failure to fulfill its obligations under the Senior Financing.

2. A grant of security interest in all personal assets of the Project, subordinated only to interests granted to Lender A and Lender B.

3. The completion of the Project shall be unconditionally guaranteed by the Owner, but only to the extent of the assets of the Owner, and no personal liability shall attach to any officer or director of the Owner.

4. The third mortgage in favor of the City shall encumber the following properties situated in the County of Cook, State of Illinois, more particularly described as follows:

[Legal descriptions to come]

NOTE: Legal Descriptions not available at time of printing.

Exhibit D.

1. The City, as Lender C, shall loan the sum of $1,860,000 in H.D.G. funds to Owner for the purpose of acquisition and construction of the Site.

2. Lender A shall loan at least $2,500,000 to Owner for the purpose of construction and permanent financing of the Project.

3. Lender B shall loan at least $955,427 to Owner for the purpose of construction and permanent financing of the Project.

4. The City activities described in Exhibit B of the H.D.G. Grant Agreement and the non-City activities described in Exhibit C of the H.D.G. Grant Agreement shall be commenced and completed in accordance with the following schedule.

City Activity	Date
Execute Loan Agreement	11/87
Close to I.D.A.G. Mortgage	11/87
Close to H.D.G. Loan	11/87

Non-City Activity	Date
Site preparation	11/87
Start of construction	11/87
Completion of construction	11/87
Initial occupancy	11/87
50% occupancy	12/87
100% occupancy	12/87

Exhibit E.

A. The following documentation shall be completed and submitted to the City prior to the disbursement of any Grant Funds:

1. Prior to the initiation of any construction, the Developer shall provide to the City a request for wage determination for all crafts to be utilized on the project, utilizing U. S. Department of Labor Form 308, or equivalent.

2. Developer shall provide to the City fully executed Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements from each contractor and subcontractor participating in the project, utilizing U. S. Department of Housing and Urban Development Form H.U.D.-1421 (6-75) or equivalent.

B. The following documentation shall be completed and submitted to the City, as may be required throughout the entire term of the H.D.G. Loan:

1. Upon initiation of construction activities the Developer shall insure that the approved wage determination materials, together with a poster (U.S. Department of Labor WH-1321) shall be conspicuously displayed, which informs employees of their rights and indicates that City will receive complaints.

2. From and after the initiation of any construction activities through the final disbursement of Grant Funds, the Developer shall submit to the City on a timely basis a completed certified weekly payroll, utilizing U. S. Department of Labor Form WH-347 or equivalent. In addition to the requested information contained thereon, the Developer shall require all participating contractors and subcontractors to provide information as to the race and gender of each employee. All of the above information is due weekly. The cure period shall be two weeks.

Exhibit F.

Affirmative Fair Housing Marketing Plan
H.U.D. Form 935.2.

Reference 4.8

Exhibit G.

M.B.E./W.B.E. Enterprise Plan.

Exhibit H.

Rent Mechanism.

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

The Committee on Finance to which was referred (October 15, 1987) sundry proposed ordinances and order transmitted therewith to authorize the issuance of free permits, to cancel existing water rates and refund of fees for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances and orders.

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

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Jones, J. Evans, Garcia, Krystyniak, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Orr, Stone -- 43.

Nays -- None.

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

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

FREE PERMITS.

Good News Partners.

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 Good News Partners, 1600 West Jonquil Terrace, for renovation of building (Blue Card Number 7517), on the premises known as 7729 North Hermitage Avenue.

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

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

Catholic Archdiocese Of Chicago.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Catholic Archdiocese of Chicago, for renovations in existing structure (Blue Card Number 2155), on the premises known as 155 East Superior Street.

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

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

Catholic Archdiocese Of Chicago/Saint Goupil Rene 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 Catholic Archdiocese of Chicago/Saint Goupil Rene Church, for the construction of a new church, on the premises known as 6350 South New England Avenue.

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

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

Unique Construction Company.

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 Unique Construction Company, 4930 West Harrison, Hillside, Illinois 60162, for electrical installation/redevelopment of Orleans Street and Institute Place [financial aid from Urban Development Action Grants, U. S. Dept. of Housing and Urban Development/Project Number B-86- AA-17-0233], on the premises known as 820 North Orleans Street.

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

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

Northwestern University.

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 Northwestern University, for sidewalk construction and for removal and replacing parking meters numbered 1021, 1022 and 1024 on the premises known as 261 East Chestnut Street.

Said building shall be used exclusively for educational 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.

[Statements attached to this order omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

CANCELLATION OF EXISTING WATER RATES.

Saint Mark Church.

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 existing water rates in the amount of $3,552.11, charged to Saint Mark Church, 9211 South Avalon Avenue.

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

Polish American Congress.

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 water rates in the amount of $542.30, charged to the Polish American Congress, Number 3, 5844--5848 North Milwaukee Avenue (account number 3-0076-76-1530-2).

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

Polish American Congress.

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 water rates in the amount of $69.97, charged to the Polish American Congress, 5844--5848 North Milwaukee Avenue (account number 3-0076-76-1500-5).

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

Saint Mary Star Of The Sea.

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 existing water rates in the amount of $1,034.26, charged to Saint Mary Star of the Sea, 6429 South Kilbourn Avenue (account Number 2-3011-28-4385-5).

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

REFUND OF FEES.

Sixteenth Church Of Christ, Scientist, Chicago.

Ordered, That the City Comptroller is hereby authorized and directed to refund the total amount of $474.49 to the Sixteenth Church of Christ, Scientist, Chicago, 7036 North Ridge Avenue, an exempt chartered Church, representing payment of water and sewer charges as noted on attached statements.

[Statements attached to this order omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

Physical Plant Department Of Northwestern University.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount noted below to the Physical Plant Department of the Northwestern University, 710 North Lake Shore Drive, representing payment of fees for sidewalk construction and removal and replacement of parking meters numbered 1021, 1022 and 1024 at 261 East Chestnut Street:

Permit No.	Amount
1479832-PM	$209.74
1479833-PM	150.00
1479134-F	500.00

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 October 15, 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 No. And Type Of Inspection	Amount
Ada S. McKinley Foundation (sundry locations)	B1-712189	$23.00
	B1-417247	23.00
	B1-417247	23.00
	B4-400454 (Bldg.)	23.00
	C2-636435	122.00
	C2-636794 (Refrg.)	75.00
	F4-216627	10.00
	F4-316303	10.00
	F4-515424 (Mech. Vent.)	19.00
Bethany Home 5015 North Paulina Avenue	D1-427286	16.00
	D1-232091 (Sign)	7.50
Center for the Rehabilitation and Training of the Disabled 2032 North Clybourn Avenue	No Parking Except for Handicapped	365.00
Children's Memorial Hospital (sundry locations)	A1-501240	270.00
	A1-501343	363.00
	A1-706143 (Elev.)	30.00

Name And Address	Warrant No. And Type Of Inspection	Amount
	B1-310060	$115.00
	B1-404676	23.00
	B1-510399 (Bldg.)	115.00
	B4-300556 (Inst.)	103.00
	D3-287256	400.00
	D4-295265	443.52
	D4-295498	455.42
	D4-395260 (Sign)	424.62
	F2-200044 (Fire Alarm Box)	20.00
	P1-408935 (Fuel Burn. Equip.)	20.00
Edgewater Presbyterian Church 1020 West Bryn Mawr Avenue	D3-787495 (Sign)	130.00
Grant Hospital 551 West Grant Place	Number 1 Brothers-Water Tube Boiler	30.00
Hattie Calder Apartments/Chicago Housing Authority 855 West Aldine Avenue	D3-685887 (Sign)	190.00
Illinois Institute of Technology (sundry locations)	A1-411012	60.00
	A1-501652	30.00
	A1-508587	30.00

Name And Address	Warrant No. And Type Of Inspection	Amount
	A1-706832 (Elev.)	$30.00
	B1-721015	23.00
	B1721025 (Bldg.)	57.50
	B3700690 (Pub. Place of Assemb.)	34.00
	F4-717594 (Mech. Vent.)	19.00
Polish-American Congress 5844 North Milwaukee Avenue	F5-600709 (Canopy)	50.00
Rehabilitation Institute of Chicago 344 East Huron Street	R1-707575 (Drwy. Maint.)	100.00
Saint Joseph Hospital and Health Center 2900 North Lake Shore Drive	D3-787670 (Sign)	60.00
Dr. William M. Scholl College of Podiatric Medicine 1001 North Dearborn Street	A1-706553 (Elev.)	192.00
Westside Center of Truth for Better Living, Incorporated 3651 West Ogden Avenue	D1-610846 D1-610847 (Sign)	104.00 16.00

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

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Jones, J. Evans, Garcia, Krystyniak, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Orr, Stone -- 43.

Nays -- None.

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

INSTALLATION OF ALLEY/STREET LIGHTS AT SPECIFIED LOCATIONS.

The Committee on Finance submitted a report recommending that the City Council pass the following six 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 behind the premises located at 5124 South Springfield Avenue.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light in back of the premises located at 3219 West Warren Boulevard.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light behind 12451 South Perry Avenue.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light behind 12220 South LaSalle Street.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the establishment of a street light between the Howard Street "L" tracks and North Winthrop Avenue.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light at 2944 South Michigan Avenue.

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

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Jones, J. Evans, Garcia, Krystyniak, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Orr, Stone -- 43.

Nays -- None.

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

AUTHORIZATION FOR CONSTRUCTION OF SEWER ON WEST 50TH STREET ALONGSIDE 4958 SOUTH KILDARE AVENUE.

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

Ordered, That the Commissioner of Sewers is hereby authorized and directed to give consideration to the construction of a sewer on West 50th Street alongside 4958 South Kildare Avenue.

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

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Jones, J. Evans, Garcia, Krystyniak, Soliz, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Orr, Stone -- 43.

Nays -- None.

Alderman Beavers 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, authorizing 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, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth to physicians hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment for any of these bill shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular orders printed on pages 5429 through 5431 of this Journal.]

and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion

No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department, and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third Party orders printed on pages 5428
of this Journal.]

Placed On File -- REPORT OF SETTLEMENTS OF SUITS AGAINST CITY DURING MONTH OF AUGUST, 1987.

The Committee on Finance submitted a report recommending that the City Council place on file a communication from the Department of Law concerning matters in which cases were settled and/or judgments entered for the month of August, 1987.

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

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

The Committee on Finance submitted a report recommending that the City Council place on file two applications for City of Chicago charitable solicitation (Tag Day) permits to the following organizations:

Easter Seal Society, May 20 and 21, 1988 (citywide); and

The Salvation Army, November 20 through December 24, 1987 (citywide).

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

Action Deferred -- LEVY OF TAXES FOR CHICAGO BOARD OF EDUCATION FOR FISCAL YEAR 1987--1988.

(Continued on page 5432)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/87

THIRD PARTY ORDERS

*********** EMPLOYEE NAME ***********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALBERTI	PAUL J	POLICE OFFICER	SIXTEENTH DISTRICT	3/19/87	612.50
ARBATAITIS	ROMAS J	POLICE OFFICER	FIRST DISTRICT	6/16/87	201.75
BASKERVILLE	FRANK	POLICE OFFICER	AUTOMOTIVE POUNDS SECTION	11/19/85	18385.75
BOLGER	THOMAS	POLICE OFFICER	SEVENTEENTH DISTRICT	2/21/87	184.00
BOLGER	THOMAS	POLICE OFFICER	SEVENTEENTH DISTRICT	5/01/87	230.00
BROWN	ROBERT	POLICE OFFICER	FOURTEENTH DISTRICT	2/21/87	17.00
DORNAN	THOMAS	POLICE OFFICER	THIRD DISTRICT	5/02/87	115.00
DRISCH	WILLIAM	POLICE OFFICER	FIFTEENTH DISTRICT	10/18/79	670.00
EBERSPACHER	CHARLES J	POLICE OFFICER	SEVENTEENTH DISTRICT	6/16/87	256.78
GRAMZA	GEORGE J	POLICE OFFICER	SEVENTEENTH DISTRICT	6/16/87	149.00
HERR	JOHN	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/09/85	1110.50
HUSE	THOMAS R	POLICE OFFICER	TWENTIETH DISTRICT	5/18/87	30.00
JEMERSON	WILLIE	POLICE OFFICER	THIRD DISTRICT	2/11/87	104.00
KALECKI	RICHARD	POLICE OFFICER	EIGHTH DISTRICT	3/14/87	38.00
KLUPS	HENRY	POLICE OFFICER	SEVENTEENTH DISTRICT	1/27/87	29.00
KLUFT	SAUL E	POLICE OFFICER	EIGHTEENTH DISTRICT	3/11/87	244.00
LEGITTINO	THOMAS E	POLICE OFFICER	OHARE LAW ENFORCEMENT	3/15/87	160.00
LEOS	RALPH	POLICE OFFICER	DETAIL UNIT	12/07/86	355.00
MAHER	MICHAEL W	POLICE OFFICER	TWENTIETH DISTRICT	2/20/87	443.50
MARQUEZ	THOMAS	POLICE OFFICER	FOURTEENTH DISTRICT	2/01/87	17.00
MATHESON	LANDON	POLICE OFFICER	TWENTIETH DISTRICT	2/20/87	235.00
MCLAIN	RONALD	POLICE OFFICER	TWELFTH DISTRICT	6/19/82	225.00
MEADOWS	CHARLES	POLICE OFFICER	SIXTH DISTRICT	2/28/87	252.00
MOORE	CLAUDIA E	POLICE OFFICER	FIRST DISTRICT	5/25/87	630.00
MULLIGAN	PATRICK G	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISTR	3/09/87	54.00
MUSSO	PHILIP	POLICE OFFICER	FOURTEENTH DISTRICT	12/06/86	144.00
PLOSZAJ	ANTHONY	POLICE OFFICER	CRIME LABORATORY DIVISION	6/17/85	260.00
SAKO	DANIEL	POLICE OFFICER	FOURTEENTH DISTRICT	1/11/87	14.00
SERPE	CHARLES	POLICE OFFICER	EIGHTEENTH DISTRICT	3/18/87	3465.00
SLAUGHTER	RONALD	POLICE OFFICER	FOURTH DISTRICT	10/11/86	330.00
SOLITA	RICHARD	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	11/19/83	175.00
TUNNO	JOSEPH F	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/03/82	975.00
VOLKMAN	JAMES	POLICE OFFICER	EIGHTH DISTRICT	12/29/86	245.00
WAGNER	RAYMOND T	POLICE OFFICER	EIGHTH DISTRICT	12/27/86	383.50
WARE	BARBARA E	POLICE OFFICER	DETACHED SERVICES-MISCELLANEOU	4/20/87	80.00
WASHINGTON	JAMES H	POLICE OFFICER	FIFTH DISTRICT	1/29/87	320.00
WILLARD	BRUCE T	POLICE OFFICER	YOUTH DIVISION AREA THREE	4/08/87	23.00
ANDERSON	RICHARD	FIREFIGHTER	ENGINE COMPANY 68	11/12/86	89.00
BAUMGARTNER	JAMES	PARAMEDIC	DISTRICT RELIEF 4	5/22/84	350.00
BURNS	TERRY	FIREFIGHTER	ENGINE COMPANY 68	11/12/86	234.80
FRANKLIN	LAWRENCE	FIREFIGHTER	ENGINE COMPANY 50	7/17/86	381.00
KILLEEN	JOHN	FIREFIGHTER	TRUCK 40	12/30/83	171.50
RADEK	WILLIAM	LIEUTENANT	ENGINE COMPANY 68	11/12/86	198.80
SIWEK	ROBERT	PARAMEDIC	AMBULANCE 7	2/27/87	243.00
WALLACE	DORIS	PARAMEDIC	AMBULANCE 25	11/08/86	170.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/87

REGULAR ORDERS

*********** EMPLOYEE NAME ***********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ACEVEDO	MANUEL	POLICE OFFICER	THIRTEENTH DISTRICT	1/24/87	41.00
ACEVEDO	MARIE	POLICE OFFICER	SECOND DISTRICT	7/27/87	105.00
ALBERTS	CHRIS R	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	10/01/86	705.00
BARZYDLO	GEORGE	POLICE OFFICER	DETECTIVE DIV AREA 1 PROPERTY	2/16/86	37.00
BAUMER	CHARLES E	POLICE OFFICER	INTERSECTION CONTROL UNIT	3/09/87	30.00
BENDIXON	RICHARD	POLICE OFFICER	SIXTEENTH DISTRICT	4/01/87	190.00
BOEHMER	ROBERT P	POLICE OFFICER	EIGHTEENTH DISTRICT	5/28/87	42.00
BRANDENBURGER	CLYDE S	POLICE OFFICER	FOURTH DISTRICT	6/20/87	153.60
CALCAGNO	PETER	POLICE OFFICER	SIXTEENTH DISTRICT	1/09/87	307.00
CAPETILLO	JOSE	POLICE OFFICER	FOURTEENTH DISTRICT	6/17/87	27.00
CICHY	THOMAS	POLICE OFFICER	TENTH DISTRICT	5/10/87	25.00
CIOTUSZYNSKI	CHESTER	POLICE OFFICER	SECOND DISTRICT	4/01/87	101.00
CISZEWSKI	JOHN J	POLICE OFFICER	THIRD DISTRICT	5/03/87	125.00
CLANCY	GERARD	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/22/86	16.00
COLE	LAURA F	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/02/87	50.00
COONEY	DENNIS P	POLICE OFFICER	THIRTEENTH DISTRICT	10/25/86	125.00
COSTELLO	THOMAS J	POLICE OFFICER	FIFTH DISTRICT	6/27/87	87.00
DECARLO	DANIEL J	POLICE OFFICER	TWELFTH DISTRICT	5/18/87	210.00
DELIA	YVONNE	POLICE OFFICER	RECRUIT TRAINING	3/03/87	92.00
DEMAS	GEORGE	POLICE OFFICER	FIRST DISTRICT	1/08/87	243.00
DEWHITE	NORMAN W	POLICE OFFICER	SEVENTH DISTRICT	5/23/87	15.00
DIDOMENICO	ANTHONY	POLICE OFFICER	FOURTH DISTRICT	10/02/86	230.25
DOYAL	BYRON	POLICE OFFICER	SEVENTH DISTRICT	6/29/87	127.00
FASON	JOHN W	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/24/87	11.00
FERET	NORBET	POLICE OFFICER	CANINE UNIT	4/29/87	37.00
FULLER	THOMAS P	POLICE OFFICER	EIGHTEENTH DISTRICT	11/09/86	192.00
GASS	PATRICIA J	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/11/86	350.00
GIBBONS	TERENCE	POLICE OFFICER	FIFTH DISTRICT	6/08/87	22.00
GOMOLSKI	PATRICIA	POLICE OFFICER	EIGHTEENTH DISTRICT	5/04/87	15.00
GORDON-GOLDON	ROSE L	POLICE OFFICER	YOUTH DIVISION AREA ONE	4/03/87	188.50
GRAU	HIRAM	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	4/25/87	1250.00
HARPER	JAMES R	POLICE OFFICER	ELEVENTH DISTRICT	2/21/87	140.00
HEFFERNAN	EILEEN M	POLICE OFFICER	RECRUIT TRAINING	4/06/87	346.00
HOWARD	JOEL M	POLICE OFFICER	RECRUIT TRAINING	5/26/87	87.00
JELENIEWSKI	MARY	POLICE OFFICER	RECRUIT TRAINING	3/23/87	125.00
JOHNSON	HAROLD F	POLICE OFFICER	YOUTH DIVISION AREA ONE	1/28/86	123.80
KAIZER	EDWARD W	POLICE OFFICER	FOURTEENTH DISTRICT	12/15/86	17.00
KEEN	DANNY B	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/27/87	15.00
KING	SYLVESTER	POLICE OFFICER	TENTH DISTRICT	3/03/87	75.00
KORONKIEWICZ	ALLEN G	POLICE OFFICER	EIGHTH DISTRICT	5/03/87	32.00
KROL	CHISTOPHER	POLICE OFFICER	RECRUIT TRAINING	3/19/87	107.00
KROMIDAS	FRANK	POLICE OFFICER	EIGHTEENTH DISTRICT	3/11/87	55.00
KUSTOK	ADAM J	POLICE OFFICER	FOURTH DISTRICT	8/15/86	125.00
LACALAMITA	DOMINICK J	POLICE OFFICER	EIGHTEENTH DISTRICT	5/06/87	595.00
LATKOWSKI	EILEEN	POLICE OFFICER	RECRUIT TRAINING	3/04/87	305.00
LUCAS	WILLIAM	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/21/83	20.00
LURGIO	JAMES D	POLICE OFFICER	CRIME LABORATORY DIVISION	12/17/86	431.00
MAXWELL	JOHN M	POLICE OFFICER	FOURTEENTH DISTRICT	10/04/86	40.00
MCCOY	DONALD R	POLICE OFFICER	THIRTEENTH DISTRICT	4/29/86	1896.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/87

REGULAR ORDERS

************ EMPLOYEE NAME ************		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MCHUGH	JOHN P	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/02/87	50.00
MCMANAMON	KATHLEEN	POLICE OFFICER	FIFTEENTH DISTRICT	1/10/87	6183.25
MILHOUSE	STEPHEN W	POLICE OFFICER	THIRD DISTRICT	9/21/86	31.00
MILLIGAN	DAVID L	POLICE OFFICER	FOURTEENTH DISTRICT	5/23/87	94.25
MUNGER	ROBERT	POLICE OFFICER	FIFTEENTH DISTRICT	3/13/87	355.00
MURRAY	CECIL A	POLICE OFFICER	SECOND DISTRICT	7/06/87	96.00
NOWDOMSKI	JAMES	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/19/87	434.00
NYHAN	THOMAS	POLICE OFFICER	EIGHTEENTH DISTRICT	5/19/87	50.00
ODONNELL	FRANCIS J	POLICE OFFICER	NINTH DISTRICT	5/16/87	255.00
OHSE	RORY J	POLICE OFFICER	TENTH DISTRICT	3/15/87	173.50
OSHEA	WILLIAM J	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/12/87	15.00
PACK	THOMAS	POLICE OFFICER	NINTH DISTRICT	5/09/87	35.00
PEDONE	FLOYD	POLICE OFFICER	TENTH DISTRICT	4/30/87	137.50
PETERSON	DONALD	POLICE OFFICER	YOUTH DIVISION AREA ONE	4/27/87	50.00
QUATTROCCHI	MICHAEL	POLICE OFFICER	EIGHTEENTH DISTRICT	5/06/87	50.00
RAYMOND	ALBERTA	POLICE OFFICER	ELEVENTH DISTRICT	3/23/87	75.00
RIORDAN	EDMOND J	POLICE OFFICER	OHARE SECURITY	5/30/87	609.50
ROBERTSON	FREDRIC L	POLICE OFFICER	FOURTEENTH DISTRICT	1/04/87	14.00
RODEN	VICTOR	POLICE OFFICER	DETECTIVE DIV AREA 1 VIOLENT C	5/14/87	100.00
ROGERS	KEVIN	POLICE OFFICER	ELEVENTH DISTRICT	1/24/87	80.00
ROGERS	KEVIN	POLICE OFFICER	ELEVENTH DISTRICT	12/28/86	16.50
ROSIAK	EDMUND J	POLICE OFFICER	FOURTH DISTRICT	3/08/87	9466.53
ROWAN	BARBARA A	POLICE OFFICER	YOUTH DIVISION AREA FIVE	5/29/87	252.00
RUNYAN	JACK	POLICE OFFICER	EIGHTEENTH DISTRICT	4/18/85	3340.00
SCALLON	JAMES F	POLICE OFFICER	FIRST DISTRICT	7/07/87	61.00
SCHULD	JUDITH A	POLICE OFFICER	THIRTEENTH DISTRICT	3/17/87	283.00
SCHUMACHER	MICHAEL	POLICE OFFICER	FIRST DISTRICT	5/08/87	105.00
SHANNON	CAD	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	4/14/87	235.00
SIMMONS	JAMES F	POLICE OFFICER	FIFTH DISTRICT	7/26/82	190.00
TOOLIS	THOMAS J	POLICE OFFICER	TWELFTH DISTRICT	4/12/87	27.00
TRANCHITA	ANDREW	POLICE OFFICER	FOURTEENTH DISTRICT	2/18/87	30.00
TREPAC	RONALD	POLICE OFFICER	TENTH DISTRICT	3/20/87	89.50
WATT	KENNETH	POLICE OFFICER	SEVENTH DISTRICT	1/17/87	1879.00
ALVAREZ	ALLEN	FIREFIGHTER	ENGINE COMPANY 7	9/18/87	47.25
BAUER	GERALD	FIREFIGHTER	TRUCK 41	11/04/86	440.30
BIVER	JACQUELINE	PARAMEDIC	AMBULANCE 39	2/02/87	281.75
BOYLE	JOHN T	LIEUTENANT	ENGINE COMPANY 20	8/14/87	45.00
BRENNEN	JOHN J	ENGINEER	ENGINE COMPANY 68	11/12/86	2709.60
BURKE JR	PATRICK	FIREFIGHTER	TRUCK 14	5/06/87	210.00
CALE	PAUL	LIEUTENANT	DISTRICT RELIEF 1	1/09/87	551.45
CONROY	ANNE	PARAMEDIC	DISTRICT RELIEF 5	7/27/87	94.50
GRECO	THOMAS	FIREFIGHTER	SQUAD 2	8/07/87	117.00
HOFF	ROBERT	LIEUTENANT	SQUAD 2	5/16/84	250.00
HOFF	ROBERT	LIEUTENANT	SQUAD 2	8/22/87	41.50
HORIST	MICHAEL	FIREFIGHTER	ENGINE COMPANY 89	6/10/87	127.72
HORIST	MICHAEL	FIREFIGHTER	ENGINE COMPANY 89	12/04/86	178.00
HORIST	RONALD	ENGINEER	ENGINE COMPANY 10	1/17/83	75.00
IBATA	RICHARD A	PARAMEDIC	TRUCK 33	8/03/87	176.00
JACOBSEN	FRANK	PARAMEDIC	FIRE PREVENTION	6/09/87	176.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/87

REGULAR ORDERS

*********** EMPLOYEE NAME ***********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
JOHNSON	HERBERT	FIREFIGHTER	TRUCK 48	1/05/87	216.00
JUREWICZ	ROBERT	FIREFIGHTER	TRUCK 44	6/08/87	198.00
KRAJECKI	THOMAS J	PARAMEDIC	AMBULANCE 14	11/15/84	969.65
LIND	JAMES	FIREFIGHTER	UNKNOWN	9/18/61	495.00
LOPER	MICHAEL	FIREFIGHTER	SQUAD 2	7/05/86	646.00
MCNAMARA	THOMAS	FIREFIGHTER	ENGINE COMPANY 1/42	3/20/71	122.17
MOTISI	PAUL J	PARAMEDIC	AMBULANCE 44	5/23/87	56.00
NASH	DANIEL	ENGINEER	ENGINE COMPANY 95	8/26/87	89.90
OCONNELL	EAMONN	FIREFIGHTER	ENGINE COMPANY 82	8/24/87	38.00
ODONNELL	JAMES	FIREFIGHTER	ENGINE COMPANY 101	4/14/87	12.00
PILLON	ROBERT	FIREFIGHTER	TRUCK 21	5/29/87	52.50
RAGAZINSKAS	RICHARD	FIREFIGHTER	ENGINE COMPANY 124	8/12/87	195.00
RAPACKI	RAYMOND	FIREFIGHTER	TRUCK 61	6/08/87	67.00
SHUKSTOR	LOUIS	FIREFIGHTER	ENGINE COMPANY 126	9/18/83	98.00
SKIBER	STEPHEN	FIREFIGHTER	BATTALION 10	3/27/87	52.50
SMITH	RICHARD	PARAMEDIC	DISTRICT RELIEF 1	4/05/86	14.00
SPANO	CIRO	CAPTAIN	UNKNOWN	5/04/87	121.00
STEINLE	WATLER	CAPTAIN	ENGINE COMPANY 35	6/17/87	409.00
STEWART	CHARLES	CAPTAIN	ENGINE COMPANY 75	7/05/87	156.95
STEWART	JESSE F	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85	8312.97

(Continued from page 5427)

The Committee on Finance submitted the following report, which was, on motion of Alderman Burke and Alderman Mell, *Deferred* and ordered published:

CHICAGO, October 28, 1987.

To the President and Members of the City Council:

Your Committee on Finance having had under consideration a communication from the Board of Education transmitting a proposed ordinance concerning the Levy of Taxes for the Chicago Board of Education for Fiscal Year 1987--1988 in the amount of $698,895,704.00 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 22 members of the committee with 8 dissenting votes.

Respectfully submitted,
(Signed) TIMOTHY C. EVANS,
Chairman.

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

WHEREAS, The Board of Education of the City of Chicago has determined that it is necessary to raise Six Hundred Ninety-eight Million, Eight Hundred Ninety-five Thousand, Seven Hundred and Four Dollars ($698,895,704.00) by taxation for the current fiscal year 1987--1988 of the Board of Education; and

WHEREAS, The Board of Education has complied with the provisions of the Truth in Taxation Act in that it gave notice of a public hearing on October 6, 1987 in the *Chicago Sun-Times* and on October 6, 1987 in the *Wheaton Daily Journal,* and that said hearing was properly held on October 14, 1987; and

WHEREAS, Thereafter at a regular meeting held on October 14, 1987, the Board of Education duly adopted a resolution demanding and directing the City Council of the City of Chicago to levy school taxes for the fiscal year 1987-- 1988, which resolution is in words and figures as follows:

"Order, Demand And Direction
Tax Levy For The Fiscal Year 1987--1988.

Resolved, And it is hereby certified by the Board of Education of the City of Chicago that it requires to be levied for the fiscal year 1987--1988 (September 1, 1987 through August 31, 1988) upon the estimated equalized assessed value of all of the taxable property in the City of Chicago, a school tax for Educational Purposes; a school tax for Building Purposes and the Purchase of School Grounds; a school tax for the Purpose of Furnishing Free

Textbooks in the Public Schools; a school tax for the Purpose of Establishing, Equipping, Maintaining and Operating Playgrounds adjacent to or connected with any Public School and for Recreational Purposes in connection with any Public School (the School Supervised Playground Outside School Hours and Stadia, Social Center and Summer Swimming Pool Purposes Tax); a school tax for the Purpose of Providing Special Education Services; a school tax for the Purpose of Providing Revenue for the Public School Teachers' Pension and Retirement Fund; a school tax for the Purpose of Providing Revenue for the Public School Employees' Medicare Fund; a school tax for the Purpose of Purchasing Liability Insurance, Claims Services, Paying Tort Judgments and Settlements and for Protection against Liability and to pay the operating and administrative costs and expenses incurred by the Board, including the cost of legal services and the wages and salaries of employees in connection with defending itself or otherwise protecting itself against liability, under the Worker's Compensation Act, Occupational Diseases Act, and Unemployment Insurance Act; a school tax for the Purpose of Providing Revenue for the payment of expenses of operation and maintenance of Public Building Commission Project BE-7, Vincennes Middle School; a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-3, Walt Disney School; a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-11, Austin Middle School; a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-14, John Hope Middle School; a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-15, Garrett A. Morgan School; a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-17, Southwest Area High School; a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building commission Project BE-9A, New Orr High School; a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9, New Tuley High School; a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4, Whitney Young School; a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-2, Carver Riverdale School; a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-19, Farragut High School Addition; a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20A, 103rd and Corliss School; a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20, 103rd and Dan Ryan School; a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4B, Taft High School Addition; a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-18, Lawndale Area High School; a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-16, 103rd and Cottage School, as follows:

For Educational Purposes $421,672,132.00

For Building Purposes and the Purchase of School Grounds $126,301,795.00

For the Purpose of Furnishing Free Textbooks in the Public Schools 21,982,907.00

For the Purpose of Establishing, Equipping, Maintaining and Operating Playgrounds adjacent to or connected with any Public School and for Recreational Purposes in connection with any Public School 15,987,569.00

For the Purpose of Providing Special Education

Services 7,993,785.00

For the Purpose of Providing Revenue for the Public School Teachers' Pension and Retirement Fund 55,258,021.00

For the Purpose of Providing Revenue for the Public School Employees' Medicare Fund 1,450,777.00

For the Purpose of Purchasing Liability Insurance, Claim Services, Paying Tort Judgments and Settlements and for Protection against Liability and to pay the operating and administrative costs and expenses incurred by the Board including the cost of legal services and the wages and salaries of employees in connection with defending itself or otherwise protecting itself against liability, under the Workers' Compensation Act, Occupational Diseases Act and Unemployment Insurance Act 122,622,798.00

For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-7, Vincennes Middle School 1,835,683.00

For estimated loss and cost of collection and deferred collections 66,579.00 1,902,262.00

For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-3, Walt Disney School

1 . . . . .078,396.00		
For estimated loss and cost of collection and deferred collections	39,113.00	1,117,509.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-11, Austin Middle School 798,520.00		
For estimated loss and cost of collection and deferred collections	28,962.00	827,482.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-14, John Hope Middle School 2,079,790.00		
For estimated loss and cost of collection and deferred collections	75,433.00	2,155,223.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-15, Garrett A. Morgan School 91,636.00		
For estimated loss and cost of collection and deferred collections	3,324.00	94,960.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-17, Southwest Area High School 4,967,346.00		
For estimated loss and cost of collection and deferred collections	180,162.00	5,147,508.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9A, New Orr High School 365,090.00		
For estimated loss and cost of collection and deferred collections	13,242.00	378,332.00

For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9, New Tuley High School,	1096,860.00	
For estimated loss and cost of collection and deferred collections	39,782.00	1,136,642.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4, Whitney Young School	2,689,625.00	
For estimated loss and cost of collection and deferred collections	97,551.00	2,787,176.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-2, Carver Riverdale School	2,453,608.00	
For estimated loss and cost of collection and deferred collections	88,991.00	2,542,599.00
For the purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-19, Farragut High School Addition	2,425,759.00	
For estimated loss and cost of collection and deferred collections.	87,981.00	2,513,740.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20A, 103rd and Corliss Schooll,	155,399.00	
For estimated loss and cost of collection and deferred collections	41,906.00	1,197,305.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission		

Project BE-20, 103rd and Dan Ryan School	1,725,577.00	
For estimated loss and cost of collection and deferred collections	62,586.00	1,788,163.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission BE-4B, Taft High School Addition	1,090,926.00	
For estimated loss and cost of collection and deferred collections	39,567.00	1,130,493.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-18, Lawndale Area High School	820,343.00	
For estimated loss and cost of collection and deferred collections	29,753.00	850,096.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-16, 103rd and Cottage School	54,455.00	
For estimated loss and cost of collection and deferred collections	1,975.00	56,430.00

Be It Further Resolved, And it is hereby certified that the Board of Education of the City of Chicago adopted on July 28, 1987 its Annual School Budget which sets forth the appropriations and liabilities of the Board for its fiscal year commencing September 1, 1987 and ending August 31, 1988; and

Be It Further Resolved, That formal demand and direction be and the same hereby are made upon the City Council of the City of Chicago to levy the aforesaid school taxes for the fiscal year commencing September 1, 1987 and ending August 31, 1988; and

Be It Further Resolved, That the total amount of said levy of school taxes of Six Hundred Ninety-eight Million, Eight Hundred Ninety-five Thousand, Seven Hundred and Four Dollars ($698,895,704.00) for said fiscal year beginning September 1, 1987 and ending August 31, 1988 shall be certified to the County Clerks of Cook and Du Page Counties, respectively; and

Be It Further Resolved, That the President and Secretary of this Board be and they are hereby authorized and directed to present and file with the City Council of the City of Chicago this Order, Demand and Direction by certified copy thereof; and

Be It Further Resolved, That this Order, Demand and Direction shall take effect and be in full force from and after its passage and approval; and

WHEREAS, Thereafter a certified copy of said resolution was filed by the President and Secretary of the Board of Education of the City of Chicago with the City Council of the City of Chicago; now, therefore,

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

SECTION 1. That the sum of Six Hundred Ninety-eight Million, Eight Hundred Ninety-five Thousand, Seven Hundred and Four Dollars ($698,895,704.00), being the total amount certified by the Board of Education of the City of Chicago which is necessary to be collected from the levy of taxes for the current fiscal year 1987--1988 of the Board of Education of the City of Chicago, for all school purposes of the Board of Education of the City of Chicago, for Educational Purposes; for Building Purposes and the Purchase of School Grounds; for the Purpose of Furnishing Free Textbooks in the Public Schools; for the Purpose of Establishing, Equipping, Maintaining and Operating Playgrounds adjacent to or connected with any Public School and for Recreational Purposes in connection with any Public School (the School Supervised Playground Outside School Hours and Stadia, Social Center and Summer Swimming Pool Purposes Tax); for the Purpose of Providing Special Education Services; for the Purpose of Providing Revenue for the Public School Teachers' Pension and Retirement Fund; for the Purpose of Providing Revenue for the Public School Employees' Medicare Fund; for the Purpose of Purchasing Liability Insurance, Claims Services, Paying Tort Judgments and Settlements and for Protection against Liability and to pay the operating and administrative costs and expenses incurred by the Board, including the cost of legal services and the wages and salaries of employees in connection with defending itself or otherwise protecting itself against liability, under the Worker's Compensation Act, Occupational Diseases Act, Unemployment Insurance Act; for the Purpose of Providing Revenue for the payment of expenses of operation and maintenance of Public Building Commission Project BE-7, Vincennes Middle School; for the Purpose of Providing Revenue for the payments of the expenses of operation and maintenance of Public Building Commission Project BE-3, Walt Disney School; for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-11, Austin Middle School; for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-14, John Hope Middle School; for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-15, Garrett A. Morgan School; for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-17, Southwest Area High School; for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9A, New Orr High School; for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9, New Tuley High School; for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building

Commission Project BE-4, Whitney Young School; for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-2, Carver Riverdale School; for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-19, Farragut High School Addition; for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20A, 103rd and Corliss School; for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20, 103rd and Dan Ryan School; for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4B, Taft High School Addition; for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-18, Lawndale Area High School; for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-16, 103rd and Cottage School, as follows:

	Amounts To Be Included In Tax Levy
For Educational Purposes	$421,672,132.00
For Building Purposes and the Purchase of School Grounds	126,301,795.00
For the Purpose of Furnishing Free Textbooks in the Public Schools	21,982,907.00
For the Purpose of Establishing, Equipping, Maintaining and Operating Playgrounds adjacent to or connected with any Public School and for Recreational Purposes in connection with any Public School	15,987,569.00
For the Purpose of Providing Special Education Services	7,993,785.00
For the Purpose of Providing Revenue for the Public School Teachers' Pension and Retirement Fund	55,258,021.00
For the Purpose of Providing Revenue for the Public School Employees' Medicare Fund	1,450,777.00
For the Purpose of Purchasing Liability Insurance, Claim Services, Paying Tort Judgments and Settlements and for Protection against Liability and to pay the operating and administrative costs and expenses incurred by the Board including the cost of legal services	

and the wages and salaries of employees in connection with defending itself or otherwise protecting itself against liability, under the Workers' Compensation Act, Occupational Diseases Act and Unemployment Insurance Act 22,622,798.00

For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-7, Vincennes Middle School. $1,835,683.00

For estimated loss and cost of collection and deferred collections 66,579.00 1,902,262.00

For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-3, Walt Disney School 1,078,396.00

For estimated loss and cost of collection and deferred collections 39,113.00 1,117,509.00

For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-11, Austin Middle School 798,520.00

For estimated loss and cost of collection and deferred collections 28,962.00 827,482.00

For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-14, John Hope Middle School 2,079,790.00

For estimated loss and cost of collection and deferred collections. 75,433.00 2,155,223.00

For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-15, Garrett A. Morgan School 91,636.00

For estimated loss and cost of collection

and deferred collections	3,324.00	94,960.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-17, Southwest Area High School	4,967,346.00	
For estimated loss and cost of collection and deferred collections........................	180,162.00	5,147,508.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9A, New Orr High School	365,090.00	
For estimated loss and cost of collection and deferred collections........................	13,242.00	378,332.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9, New Tuley High Scool	1,096,860.00	
For estimated loss and cost of collection and deferred collections	39,782.00	1,136,642.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4, Whitney Young School	2,689,625.00	
For estimated loss and cost of collection and deferred collections........................	97,551.00	2,787,176.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-2, Carver Riverdale School..	2,453,608.00	
For estimated loss and cost of collection and deferred collections	88,991.00	2,542,599.00

For the purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-19, Farragut High School Addition	2,425,759.00	
For estimated loss and cost of collection and deferred collections	87,981.00	2,513,740.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20A, 103rd and Corliss School.	1,155,399.00	
For estimated loss and cost of collection and deferred collections	41,906.00	1,197,305.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20, 103rd and Dan Ryan School	1,725,577.00	
For estimated loss and cost of collection and deferred collections	62,586.00	1,788,163.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4B, Taft High School Addition	1,090,926.00	
For estimated loss and cost of collection and deferred collections3	9,567.00	1,130,493.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-18, Lawndale Area High School	820,343.00	
For estimated loss and cost of collection and deferred collections.	29,753.00	850,096.00

For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building

Commission Project BE-16, 103rd and Cottage School	54,455.00	
For estimated loss and cost of collection and deferred collections	1,975.00	56,430.00

is hereby levied.

SECTION 2. The City Clerk is hereby directed to file with the County Clerk of Cook County, Illinois, and with the County Clerk of DuPage County, Illinois, a copy of this ordinance duly certified by said City Clerk.

SECTION 3. The County Clerks of Cook and DuPage Counties, respectively, shall extend the school taxes in the amounts and for the purposes hereinabove set forth in the Order, Demand and Direction as hereinabove set forth in this school tax levy ordinance.

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

Alderman Evans moved that the foregoing proposed ordinance be printed in a special pamphlet by the City Clerk and made available for general distribution. The motion *Prevailed.*

COMMITTEE ON AVIATION.

EXECUTION OF PRETZEL CART CONCESSION AGREEMENT WITH ANTONIO'S CREATIONS AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report.

CHICAGO, October 27, 1987.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance authorizing the execution of a concession license agreement with Antonio's Creations for the operation of a pretzel cart concession at Chicago O'Hare International Airport (which was referred on October 15, 1987), begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 6 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, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

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, approved 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 Pretzel Cart Concession License Agreement for certain premises in the Terminal Building at Chicago O'Hare International Airport, said Agreement to be substantially in the following form:

Pretzel Cart Concession License Agreement.

This Agreement made this ___________ day of ______________________, 19____, by and between the City of Chicago, a municipal corporation and home rule unit of government under the Constitution of the State of Illinois by and through its Department of Aviation (hereinafter referred to as "Licensor") and Antonio's Creations, an Illinois sole proprietorship (hereinafter referred to as "Licensee").

Witnesseth:

Whereas, Licensor owns and operates the airport, containing certain terminal buildings and certain terminal concourses in which retail sales areas are located, known as Chicago O'Hare International Airport, (hereinafter referred to as "Airport"), situated in the City of Chicago, Counties of Cook and Du Page, State of Illinois; and

Whereas, Licensee desires to obtain from Licensor a license to operate a concession with certain privileges and rights in certain Airport terminal buildings; and

Whereas, Licensee represents that it is ready, willing and able to conduct the operation of a concession at the Airport; and

Whereas, the Licensor has determined after careful examination and review of various proposals that the Licensee is best qualified to operate a concession at the Airport and Licensor deems it in the public interest and beneficial to itself and to its operation of the Airport to grant unto the Licensee a license to operate said concession and the rights and privileges as herein set forth;

Now, Therefore, for and in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

Part I--Special Provisions.

Section 1.

Premises.

A. Premises. Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, does hereby grant unto Licensee upon the conditions hereinafter set forth, all of which Licensee accepts, the following space (sometimes referred to herein as the "Concession Operations Space") located on the Airport property to be used for the purpose of operating a pretzel cart concession and for no other purpose:

Space No. B-UL-1, C-UL-1 consisting of fifty (50) square feet, in Terminal Building 1 (Exhibit A);

and the following space (sometimes referred to herein as "concession storage space") to be used as storage areas for said concession and for no other purpose:

Space No. B-1208, consisting of sixty-seven (67) square feet in Terminal Building I; and

all space as indicated on Exhibits A and B attached hereto and made a part hereof (the Concession Operations Space and the Concession Storage Space are collectively referred to herein as "the Premises"). The concession storage space as indicated above will serve as temporary storage only. Permanent storage space will be assigned at a future date and will be addressed by appropriate amendment hereto.

B. Purpose/Operating Rights. Licensor grants to Licensee a nonexclusive privilege, in common with others that Licensor may from time to time authorize, to operate a concession at the Airport, and for no other purpose whatsoever.

C. Additional Operations. The Commissioner of Aviation of the City of Chicago ("Commissioner") reserves the right to require and may, but shall not be obligated to, require Licensee to operate such additional locations at the Airport that may become available and that the Commissioner may designate during the term of this Agreement on the same terms and conditions set forth herein except the Minimum Guarantee License fees set forth in Section 3 shall be increased proportionately based on the additional space; provided there is sufficient time to amortize Licensee's investment in capital improvements for such additional locations.

Section 2.

Term.

The term of this Agreement shall commence on the earlier of:

(a) The sixtieth (60th) day after approval of this Agreement by the City Council of the City of Chicago ("Commencement Date"); or

(b) The date of beneficial occupancy ("Operation Date"), which shall be the first date that the concession is open to the public,

and shall continue thereafter for a period of three (3) years, unless sooner terminated or cancelled as hereinafter provided.

The parties agree that in the event that Licensee is not open to the public for business on the date of commencement of this Agreement, as determined above, it will be impractical and extremely difficult to fix the actual damages to the Licensor. Therefore, the parties agree that, in such event, the sum of Two Hundred Fifty Dollars ($250.00) per day plus minimum rent prorated over the number of days which Licensee fails to open to the public for business shall be paid by Licensee to Licensor as liquidated damages, such sum representing a reasonable approximation of the damages apt to be suffered by the Licensor.

In the event Licensee shall, with the consent of the Licensor, hold over and remain in possession of the Premises after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to- month on the same terms, conditions, and covenants, including consideration, herein contained.

In the event that air transportation operations are totally discontinued at the Airport, then this Agreement shall terminate, except with respect to the payment of outstanding fees and charges and the performance of other conditions, obligations and liabilities arising prior to said termination.

Section 3.

License Fee.

A. Fixed, Percentage, Minimum and Additional Fees to be Paid. Subject to the provisions and covenants contained in Section II, the term of this Agreement, Licensee agrees to pay Licensor the following fees:

(1) Annual Fixed License Fee. A license fee of Thirty Dollars ($30.00) per square foot per annum ("Fixed License Fee") for the Premises under Section 1 (A), except for B-UL-1 and C-UL-1 and at the same rate for any additional space granted under this Agreement.

(2) Minimum Guarantee License Fee/Percentage License Fee. The greater amount of:

(a) An annual minimum percentage license fee (the "Minimum Guarantee License Fee") of Fifteen Thousand Dollars ($15,000.00) per annum for the period beginning on the Operations Date and ending three hundred sixty-five (365) days thereafter. During the remainder of the term of this Agreement, the minimum annual percentage fee shall be an amount equal to eighty percent (80%) of the actual amount paid in the previous year as Percentage License Fees, but in no case is the Minimum Guarantee License Fee for a subsequent year to be less than Fifteen Thousand Dollars ($15,000.00) or the direct proportion of that amount that the elapsed time bears to a full year in the case that the final portion of this Agreement or any extension of this Agreement, is not a full year.

(b) Percentage License Fee. A percentage license fee of eleven percent (11%) of the gross receipts per annum derived by Licensee from operations at the Airport exceeding Fifteen Thousand Dollars ($15,000.00) up to Two Hundred Thousand Dollars ($200,000.00); twelve percent (12%) on sales exceeding Two Hundred Thousand Dollars ($200,000.00) up to Three Hundred Thousand Dollars ($300,000.00), fourteen percent (14%) on sales exceeding Three Hundred Thousand Dollars ($300,000.00) up to Five Hundred Thousand Dollars ($500,000.00) and fifteen percent (15%) on sales exceeding Five Hundred Thousand Dollars ($500,000.00) ("Percentage License Fee").

B. Schedule of Payments. Licensee shall pay each month in advance to the City Comptroller of the City of Chicago ("City Comptroller") the sum equal to one-twelfth (1/12) of the Fixed License Fee and one-twelfth (1/12) of the appropriate Minimum Guarantee License Fee. The initial monthly payment of said Minimum Guarantee License Fee shall commence on the Operations Date.

Licensee, within twenty (20) days of the end of each calendar month, shall pay to the City Comptroller a sum equal to the amount of the hereinabove described Percentage License Fee for said calendar month which exceeds the amount prepaid as Minimum Guarantee License Fee for that month.

Licensee, within twenty (20) days of the end of each calendar month, shall furnish a separate monthly report certified by an officer of Licensee, of gross receipts at each location at the Airport, to the City Comptroller and the Commissioner. The form of said monthly report will be provided by Licensor to Licensee in advance of the Operations Date.

Additional payments required by adjustments, if any, for fees payable in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by paragraph F of this Section 3. The Minimum Guarantee License Fee is intended to be and is an annual fee and not a monthly license fee.

C. Pro Rata Payment. Except as otherwise specifically provided herein, if the commencement or termination of this Agreement falls upon any date other than the first or last day of any calendar month, the applicable fees and charges for said month shall be paid by Licensee to Licensor pro rata in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

D. Interest for Late Payment. Without waiving any other right of action available to Licensor in the event of delinquency by Licensee for a period of ten (10) days or more in its payment to Licensor of the above fees and charges, and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of eighteen percent (18%) per annum from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee until such dispute is settled and no interest shall be paid if Licensee prevails in such dispute.

E. Records of Licensee. Licensee shall, with respect to business done by it in said concession operation, keep true and accurate accounts, records, books, and data, which shall, among other things, show all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not) and, also, the gross receipts of said business, and the aggregate amount of all sales and services and orders, and of all the Licensee's business done upon and within said concession area. All records, methods of accounting and cash registers used by Licensee shall be approved by the City Comptroller. The term "gross receipts" as used herein, shall be construed to mean, for all the purposes hereof, the aggregate amount of all sales made and services performed for cash, credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise and services for like property, or services, at the selling price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater. Licensee agrees to maintain an adequate and reasonable system of internal control to insure that sales are properly reported to the Licensor. The internal controls should include features normally employed by well managed retailers. The internal control procedure must be described by Licensee in writing and submitted to the City Comptroller prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller and the Commissioner in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

The term "gross receipts" shall exclude: (1) federal, state, municipal or other governmental excise taxes (except federal manufacturer's excise taxes), use, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its sublicensees directly from patrons or customers, or as a part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse Licensee or its sublicensee from paying to governmental agencies all taxes for which it may be liable to them; (2) sales made to employees at a discount to the extent of the discount; (3) refunds for merchandise returned by customers because of their dissatisfaction therewith.

F. Books, Records and Audits. Licensee shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner and the City Comptroller or their duly authorized representatives, at reasonable times during business hours, and such representatives of Licensor shall be permitted to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder. Alternatively Licensee may at its option, provide transportation expenses for a representative of Licensor to examine Licensee's books and records at a location other than in the City of Chicago.

Within one hundred twenty (120) days of the signing of this Agreement, Licensee shall furnish Licensor with a written statement indicating Licensee's election to report either on a calendar year or on a fiscal year basis; such letter shall explain Licensee's fiscal year if elected. Within one hundred twenty (120) days after the close of each calendar or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, Licensee will provide Licensor with a "Statement of Sales and Fees" representing sales and fees by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. Licensee must inform Licensor of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to Licensor.

The following is an example of an opinion which would satisfy these requirements:

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales and rents reported to the City of Chicago by ____________________ an ____________ corporation, for the year ended ____________ relating to the ____________________ concession operations at Chicago O'Hare International Airport pursuant to an Agreement between the City of Chicago and ____________________________ dated ____________________. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we consider necessary in the circumstances.

In our opinion, the accompanying statement of sales and fees showing gross sales of _______ and total fees of _________ presents accurately and fairly the amount of gross sales and fees, as defined in the Agreement, for the year ended ______________."

If the opinion of the independent certified public accountant is inadequate, unqualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense.

Licensee shall, upon request, furnish such other further financial or statistical reports as Licensor may, from time to time, require.

Section 4.

General Description Of The Concession.

A. Merchandise. Licensee shall have the right to operate a pretzel cart concession at the Airport and in connection therewith shall have the right to and shall sell items subject to the limitations set forth below. Licensee shall engage in no other business activity on the Airport or Premises and shall not sell items other than those enumerated below on the basis indicated without written authorization of the Commissioner.

Licensee shall be permitted to sell and shall sell on a non-exclusive basis those items set forth in Exhibit C attached hereto.

Except with the prior written approval of the Commissioner, Licensee shall not install or operate any coin-activated vending machines or devices of any nature, kind or type. Licensee also shall not place or install any racks, stands or display of merchandise or trade fixtures directly on the boundaries or outside the boundaries of the licensed Premises without the prior consent of the Commissioner.

B. Conflicts between Concessions. In the event of a conflict between Licensee's concession and any other licensee at the Airport as to the items and merchandise to be sold by the respective licensee and concessionaires, Licensee agrees that the Commissioner shall make the final decision as to which items of merchandise may be sold by this Licensee and agrees to be bound by such decision of the Commissioner.

C. Operation of Premises. Licensee understands and agrees as a material condition of this Agreement that it shall use its best efforts to display and sell merchandise representative of Chicago and the Chicagoland area. The intent of this clause is not to encourage the retailing of only souvenir items, but many other items representative of the geographical area surrounding the Airport. Licensee understands that it is the Licensor's intent that concession operations at the Airport should reflect this geographical diversity in both their displays and offerings.

Not less than eighty-five percent (85%) of the Premises shall be used at all times through the term of this Agreement as public area for the display and sale of retail merchandise. Licensor agrees that the intent of this provision is to insure a minimum amount of retail sales area and not to preclude Licensee from utilizing all of the Premises as retail sales area.

Licensee understands and agrees that its operation under this Agreement is a service to airline passengers and the users of the Airport, and that Licensee shall conduct its operation in a first-class, businesslike, efficient, courteous, and accommodating manner.

The Commissioner shall have the right to make reasonable objections to the quality of articles sold, the character of the appearance and condition of the Premises. Licensee agrees to promptly discontinue or remedy any such objectionable practice. Failure to comply with the foregoing shall constitute a material breach of this Agreement.

Licensee understands and agrees that its operation at the Airport necessitates the rendering of the following public services: making reasonable change, giving directions and assisting the public generally.

Licensee shall conduct a businesslike operation on the Premises and carry in stock on the Premises sufficient merchandise to stock the same fully. All merchandise must be top quality, new and fresh. Licensee shall maintain an adequate sales force on the Premises and use the utmost skill and diligence in the conduct of Licensee's business in the Premises. All employees of Licensee shall be courteous and helpful to the public.

Licensee shall designate a local representative experienced in management and supervision who has sufficient authority and responsibility to insure proper operation of the concession, to render decisions and to take all necessary action in connection with this Agreement. Such a person (or his or her authorized representative) shall be available whenever the concession is in operation.

Licensee covenants to take all reasonable measures in every proper manner to maintain, develop, and increase the business conducted by it and that Licensee will not divert or cause or allow to be diverted any business from the Airport.

Section 5.

Investment By Licensor And Licensee.

A. Renovation. Licensee agrees, as a necessary condition of this Agreement, to completely construct, furnish and equip the concession operations areas designated on Exhibit A. The remodeling or construction of concession operations areas is to begin within thirty (30) days after the Commencement Date and shall be completed sixty (60) days after the Commencement Date. Failure to complete construction within said sixty (60) day period may, in the discretion of the Commissioner, result in termination of this Agreement.

All such improvements, decor and equipment as are applicable to the areas designated on Exhibit A as are specified hereinafter as the responsibility of Licensee shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensor, in the minimum amount of Seventeen Hundred Dollars ($1,700) for leased equipment.

Upon completion of construction, Licensee shall provide Licensor a statement certified by its architect, setting forth the total construction costs, the appropriate detail showing the costs of elements of decoration, furnishings, fixtures and equipment. Licensee shall make available to Licensor at Licensor's request, receipted invoices for labor and materials covering all construction and trade fixtures, including furniture, fixtures and equipment. The minimum investment may not include financial costs, interest, inventory, pre-opening expenses or intra-company charges related to construction (except architectural and engineering charges which shall not exceed fifteen percent (15%) of total construction costs). If the said investment cost is in excess of ten percent (10%) less than the minimum required, the difference will be paid to Licensor within sixty (60) days after completion of construction. If the Licensor disputes the amount of investment claimed by Licensee, the Licensor may, at its expense, hire an independent appraiser to determine the cost of the investment. If the independent appraiser determines that the investment is less than the minimum required, the difference, as well as Licensor's cost of hiring such independent appraiser, will be paid to Licensor by Licensee within sixty (60) days of the appraiser's determination.

B. Installations by Licensor and by Licensee. In the concession operations space designated on Exhibits A and/or B attached hereto, Licensor will provide the following improvements:

(1) Ceilings:

Combination suspended linear aluminum, perforated, with mylar faced fiberglass acoustical batts; 5/8" gypsum board; and painted extruded aluminum reveals in a coffered configuration. Fascia facing exterior wall shall be painted radiant metal panel. Hinged access panels shall be provided for access to mechanical equipment.

(2) Flooring:

Terrazo tile.

(3) Heating, Ventilation and Air Conditioning:

Ventilation shall be provided by a supply air plenum ceiling via perforated filler strips between linear aluminum planks. Radiant metal panel fascia included as portion of ceiling.

(4) Fire Protection:

Concealed sprinkler heads and sidewall type sprinkler heads shall be provided as required.

In these same spaces Licensee will provide:

All equipment, furniture, furnishings and fixtures necessary in the proper conduct of Licensee's business.

C. Improvements, Equipment And Decor Installation By Licensees At The Airport:

(1) Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession areas more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the Airport and shall be not less than or equal to other quality stores at other Airports. All work shall be done in a good and workmanlike manner with materials of the highest quality.

(2) Complete plans and specifications, including the choice and types of all materials to be used in the work, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner, and shall meet all local building codes and ordinances.

(3) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the Concession shall be subject at all times to inspection by Licensor. Licensee shall give or cause to be given to the Commissioner and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications and shall maintain all necessary and adequate insurance coverages as may be reasonably determined by Licensor.

(4) Licensee shall at all times throughout the term hereof maintain the improvements and all other portions of the Premises in good and serviceable condition and repair except structural maintenance, which shall be the responsibility of Licensor pursuant to Section 9 of this Agreement.

(5) Licensee shall keep the Premises and the improvements and facilities constructed thereon free and clear of any and all mechanics' and materialmen's liens. Licensee may in good faith contest the validity of any lien, provided that it supplies Licensor with such bond or other security Licensor deems acceptable.

(6) In the event that all or part of the Premises are reasonably required for Airport purposes that are neither capricious nor arbitrary prior to the expiration of this Agreement, the Commissioner may upon sixty (60) days advance written notice to Licensee, direct Licensee to vacate the same provided that Licensor, within sixty (60) days after Licensee's removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures and improvements constructed and installed upon the Premises required to be vacated; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof. Licensor will use its best efforts to provide comparable substitute space. In this event, Licensor shall adjust proportionately the Fixed License Fee and the Minimum Guarantee License Fee specified in Section 3 (A) in amounts proportional to reflect the increased or decreased square footage. Licensee shall have the right to accept or reject any substitute areas proposed by Licensor.

D. Concession Area Layout and Decoration. Licensee shall be entitled to lay out the space as it desires, subject to written approval of the Commissioner in advance of any installation, which approval shall not be unreasonably withheld.

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall construct no improvements or make no alterations, additions or replacements without obtaining the Commissioner's written approval in advance thereof. Licensee shall deliver to the Commissioner detailed plans and specifications for all the work. Not in limitation of the foregoing, Licensee shall obtain prior approval from the Commissioner and the Commissioner of Public Works before installing, at its own expense, any equipment which requires new electrical or plumbing connections or changes in those installed on the Premises as of the effective date of this Agreement.

Section 6.

Concessionaire's Bond.

At the time of the execution hereof, Licensee shall, at its own expense, execute and deliver to the City Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety or irrevocable letter of credit, if acceptable to Licensor, in the sum of Seventy-five Hundred Dollars ($7,500.00) which bond or irrevocable letter of credit shall guarantee faithful performance of each and every provision of this Agreement.

Section 7.

Notices.

Notices of Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to Commissioner, Department of Aviation, 20 North Clark Street, Chicago, Illinois 60602, and notice to Licensee if sent by certified mail, postage paid, addressed to Licensee at 5415 North Sheridan Road, Chicago, Illinois 60640 or to such other addresses as the parties may designate to each other in writing from time to time. Notice shall be deemed given on the date such notice is deposited in the United States mails.

Part II--General Provisions.

Section 8.

Services To Be Performed By Licensee.

A. Hours of Operation. The concession at the Airport shall remain open to serve the public at least sixteen (16) hours a day from 7:00 A.M. to 11:00 P.M., seven (7) days per week, provided, however, that if the Commissioner deems it necessary, Licensee agrees to remain open for longer periods as directed in writing by said Commissioner.

B. Personnel. Licensee's employees shall be clean, courteous, efficient and neat in appearance. Licensee's employees while on duty shall be identified as such by uniform. Licensee shall not employ any person or persons in or about the Premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. Licensee agrees to dispense with the services of any employee whose conduct the Commissioner deems to be in violation of local, state or federal laws or who does not perform in accordance with the requirements of this paragraph.

C. Laws, Ordinances, etc. Licensee shall observe and obey all the laws, ordinances, regulations, and rules of the federal, state, county and municipal governments which may be applicable to its operations at the Airport.

D. Trash, Garbage, etc. Licensee at its own cost and expense shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. Licensee shall provide and use suitable covered metal receptacles for all garbage, trash and other refuse on or in connection with the Premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the Premises, is forbidden. Such trash, garbage, and other refuse shall be disposed of between the hours of 12:00 midnight and 8:00 A.M. each day in a place to be designated by the Commissioner with access to be provided by Licensor.

E. Operation Costs. Licensee shall bear at its own expense all costs of operating the concession, and shall pay in addition to the license fees all other costs connected with the use of the Premises and facilities, rights and privileges granted, including, but not limited to all maintenance, insurance, taxes, janitor service and supplies, permits and license costs.

F. Signs and Advertising. Licensee may, at its own expense, install and operate necessary and appropriate identification signs at the Airport for its purpose subject to the prior approval of the Commissioner as to the number, size, height, location and general type and design. Such approval shall be subject to revocation by the Commissioner at any time.

Without express written consent of the Commissioner, Licensee shall not display any advertising, promotional or informational pamphlets, circulars, brochures or similar materials.

G. Public Address System. Licensee shall permit the installation in the Premises of a system for flight announcements and other information broadcast over that system, if in the opinion of the Commissioner, such installation is necessary.

H. Maintenance. Licensee shall at its own expense maintain the Premises, all of its leasehold improvements and trade fixtures, enclosure walls and doors in good order and repair, keeping the same clean, safe functioning and sanitary. Licensee shall keep clean the interior and exterior of all glass enclosures. Licensee shall provide at its own expense janitorial service to the premises in order to comply with the foregoing. Licensee agrees to maintain and to repair at its own expense any damages caused by its operation and to replace any facility of Licensor used by Licensee which requires replacement by reason of Licensee's use thereof, reasonable wear and tear excepted, with a facility of equal quality.

Section 9.

Services To Be Performed By Licensor.

Licensor will maintain the structure, the roof and exterior walls of the Terminal Building.

Licensor will not furnish janitorial service, interior or exterior window cleaning, guarding or custodial services, and will furnish no janitorial material or supplies for the Premises.

Section 10.

Quality And Price Control.

A. Merchandise. Licensee's initial schedule of merchandise items to be offered for sale from the Premises, and the prices to be charged therefor, shall be delivered to Licensor prior to commencement of this Agreement. Licensee shall offer for sale only goods of premium quality. For such goods, Licensee shall charge fair and reasonable prices. When an item has a suggested retail price premarked and established by the manufacturer or distributor, Licensee shall not charge the public a price higher than such suggested retail premarked price. When an item has no suggested retail price or premarked price, the item shall be sold at a price not higher than the average price charged for the same or substantially similar items at two similar high quality retail establishments in the Chicago area selected solely by the Commissioner. Licensee's initial schedule of merchandise items to be offered for sale from the Premises, and the prices to be charged therefor, shall be delivered to Licensor prior to commencement of this Agreement. Thereafter, prices may be decreased or increased as mutually agreed by Licensee and Licensor. In the event that Licensee adds merchandise items Licensee shall submit to Licensor not less than annually a schedule of such new merchandise items it proposes to be offered for sale on the Premises and the prices to be charged therefore. Thereafter, subject to the Commissioner's approval as to the sale of such new merchandise, prices for such new items may be decreased or increased in the same manner as aforesaid. If in the opinion of the Commissioner, the selection of items offered is inadequate, if the merchandise is not of high quality, if any of said prices, charges and rates are excessive or if any of said items is found to be objectionable for display and/or sale in a public facility, the Commissioner shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices and quality within thirty (30) days of being advised in writing by the Commissioner shall be cause for default by Licensor, under the provisions of Section 24.

B. Inspection and Review. Licensor may inspect Licensee's operations, including the quality and price of merchandise, the quality of service, and the maintenance of the Premises, at such reasonable times as Licensor shall deem necessary. Licensee shall cooperate in such inspections and provide any documentation reasonably required by Licensor.

Section 11.

Interruptions, Reduction And Cancellation Of Operations.

In the event of an interruption or reduction in concession services beyond the control of Licensee, including but not limited to acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline service except as provided below, riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion, revolutions, civil war, hostilities, war, the declaration or existence of the national emergency and condition arising therefrom, and such interruption or reduction of services results in reduction in passenger levels by fifteen percent (15%) per terminal building in which a concession operations area is located based upon the previous three (3) months' average, Licensor agrees that the obligation of Licensee for payment of the Minimum Guarantee License Fee shall be reduced proportionately after a thirty (30) day period and such reduction shall continue until such time as the passenger levels obtain a level equal to eighty- five percent (85%) of the average passenger level for said three (3) month period preceding the suspension. The Percentage License Fee and the Fixed License Fee shall not be affected. The above provision shall not apply to any reduction in passenger levels in Terminal II attributable to the withdrawal of United Airlines from Terminal II and Licensee agrees that there will be no reduction in license fees as a result of this withdrawal.

This Agreement shall be subject to cancellation by Licensee after thirty (30) days advance notice to Licensor, upon the occurrence of any one or more of the following events:

(1) The permanent abandonment of the Airport by Licensor.

(2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.

(3) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the entire Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.

Section 12.

Property Rights Upon Termination.

Title to all decorative work, improvements, finishings and equipment of such a nature as cannot be removed without substantial damage to the Terminal Building shall vest in Licensor at the expiration or earlier termination of this Agreement. All other equipment of such nature as to constitute trade fixtures shall remain the property of Licensee. At the date of expiration or earlier termination of this Agreement, Licensee may remove said trade fixtures or the Commissioner may require that Licensee remove same. Prior to the commencement of operation a list of such trade fixtures as mutually agreed upon shall be submitted in writing to Licensor by Licensee; said list may be subsequently amended during the term of this Agreement to reflect any changes in said trade fixtures.

B. Total Destruction of Premises. If the improvements in any single concession area or the entire Premises are totally destroyed during the term of this Agreement by any cause whether or not covered by the insurance required herein (including any destruction required by any authorized public authority), this Agreement shall automatically terminate with respect to said Premises as of the date of such total destruction.

C. Partial Destruction of Terminal Building. If fifty percent (50%) or more of a terminal building in which is located a concession operations area shall be damaged or destroyed by an insured risk, or if fifteen percent (15%) or more of the terminal building in which is located a concession operations area shall be damaged or destroyed by an uninsured risk, notwithstanding that the concession operations area is unaffected thereby, and if as a result of such damage or destruction flight operations with respect to said terminal building are terminated or substantially curtailed, Licensor and Licensee may agree to cancel and terminate this Agreement within ninety (90) days from the date of occurrence of such damage or destruction in which event the term of this Agreement shall expire on the mutually agreed upon date and Licensee shall thereupon surrender the affected concessions operations to Licensor.

D. Abatement of Rent; Licensee's Remedies. If the Premises are partially destroyed or damaged and Licensor or Licensee repairs them pursuant to this Agreement, the Fixed License Fee and Minimum Guarantee License Fee payable hereunder for the period during which such damage and repairs continued shall be abated in proportion to the extent to which Licensee's use of the Premises is impaired. Except for abatement of fees (if any), Licensee shall have no claim against Licensor for any damage suffered by reason of any such damage, destruction, repair or restoration. If Licensor shall be obligated to repair or restore the Premises under this section and shall not commence such repair or restoration within forty-five (45) days after such obligation shall accrue, Licensee at Licensee's option, may cancel and terminate this Agreement by written notice to Licensor at any time prior to the commencement of such repair or restoration. In such event, this Agreement shall terminate as of the date of such notice.

Section 14.

Insurance.

Licensee shall procure and maintain during the term of this Agreement the following insurance:

(1) Worker's Compensation, as required by Illinois law, with Employer's Liability limits not less than $1,000,000 each accident.

(2) Comprehensive General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations coverages.

(3) Comprehensive Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's Non-ownership Liability and Hired Auto coverages.

(4) Property Insurance on tenant improvements, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the Premises in an amount equal to the full replacement value of tenant improvements, fixtures and equipment.

Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Property Insurance policies shall be endorsed to provide the following:

(1) To name as additional insured the City of Chicago, the Department of Aviation and its members, and all of the officers, agents, and employees of each of them.

(2) That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies Shall Be Endorsed To Provide:

Forty-five (45) days advance written notice to Licensor of cancellation, non- renewal or reduction in coverage, delivered to the following:

Commissioner, Department of Aviation City of Chicago 20 North Clark Street Suite 3000 Chicago, Illinois 60602	and	City Comptroller City of Chicago 121 North LaSalle Street City Hall--Room 501 Chicago, Illinois 60602

Certificates of insurance evidencing all coverages and endorsements above shall be furnished to Licensor before commencing any operations under this Agreement.

Licensee agrees that the terms of these insurance requirements may be increased and revised upon the written demand of Licensor, which demand must be based on reasonable and justifiable grounds.

All insurance coverage shall be with a company or companies approved by the City Comptroller.

Section 15.

"First Source" Agreement.

A. Licensee agrees to use the City's Mayor's Office of Employment and Training (hereinafter "M.E.T.") as its "First Source" for the recruitment, referral and placement of employees in all "covered positions" required for the operation of any and all business under this Agreement.

For the purposes of this Agreement, "covered positions" include all entry level job openings, new job openings, openings created by an expansion of the work force at the Airport, job vacancies created as a result of internal promotions or terminations, and job vacancies created where applicable at Licensee's other Chicago operations as a result of transfers of employees to the Airport work force, but shall exclude all managerial and administrative positions.

B. No later than thirty (30) days after the Commencement Date of this Agreement, but at least fourteen (14) days prior to the Licensee's opening of the concession areas for business, Licensee will submit to M.E.T. a First Source Prospect Notification outlining all staffing and employment needs for its operations under this Agreement.

C. At least twenty (20) days prior to the anticipated hiring date(s), Licensee will notify M.E.T. of its need for new employees in covered positions by completing a "Job Order Form".

M.E.T. will refer eligible job applicants to Licensee in response to the notification of need. M.E.T. will screen applicants according to the qualification profile agreed upon with Licensee, and will refer only qualified applicants who meet that qualification profile.

M.E.T. will make all referrals to Licensee or notify Licensee that no referrals can be made, no later than twelve (12) working days prior to the anticipated hiring date. In the event M.E.T. cannot refer the total number of qualified personnel requested, Licensee will be free to directly fill remaining positions for which no qualified applications have been referred; in that event, Licensee agrees to make a good faith effort to hire unemployed Chicago residents.

D. Licensee shall make all decisions on hiring employees, including referred applicants. However, Licensee shall make a diligent and good faith effort to hire from referrals made by M.E.T., and shall not discriminate on the basis of race, creed, color, religion, age, sex or national origin. In the event Licensee rejects or does not hire a referred applicant, Licensee must indicate in writing the reasons for not hiring said applicant.

E. Licensee shall submit quarterly hiring summaries to M.E.T. and the Commissioner detailing all personnel actions (hiring, termination, transfers, promotions, separations, etc.) and First Source involvement therein. M.E.T. will track job retention of applicants employed by Licensee under this Agreement for one hundred twenty (120) days after hiring. Licensee agrees to cooperate fully in M.E.T.'s monitoring efforts.

F. If, at any time during this Agreement, the Director of M.E.T., or designee, determines that Licensee has failed to use its best faith efforts to comply with the First Source requirement of this Agreement, the Director of M.E.T., or designee, shall notify in writing ("Noncompliance Determination Notice") Licensee of the basis for the determination and request Licensee's response to said Noncompliance Determination Notice. The Noncompliance Determination Notice shall specifically state each violation. Licensee shall specifically respond in writing to Licensor within ten (10) days after the date of the Noncompliance Determination Notice and show cause why such determination should not be sustained. The Director of M.E.T. shall review Licensor's response and shall make a determination on whether the Noncompliance Determination shall be sustained, in whole or part, and in the event of noncompliance may assess against Licensee liquidated damages in an amount of dollars not to exceed $1,000.00 per violation or order such remedial action as said Director may deem appropriate. In the event Licensee disputes the Director's determination of Licensee's failure to use its best efforts to comply with the First Source requirements of this Agreement, Licensee may within ten (10) days after the date of such notice of noncompliance request that the matter be referred to a review panel for final determination. Failure to request a review of the Director's determination within the time specified herein shall be deemed an acceptance of Director's determination and a waiver of Licensee's rights to contest such determination by administrative, judicial or other appeal. Upon Licensee's timely request, a three person review panel will be organized and shall be comprised of one representative selected by Licensee, one representative selected by Director of M.E.T., and a third representative who shall be mutually acceptable to the arbitrators selected by Licensee and the Director of M.E.T. This review panel shall determine only the issue in each instance of whether or not the Licensee has failed to proceed in good faith in its rejection or refusal to employ a referred applicant. The determination of the review panel shall be the final determination and shall not be subject to administrative, judicial or other appeal. All costs of review shall be shared equally by Licensor and Licensee.

Section 16.

Indemnity.

Licensee does hereby covenant and agree to indemnify, save and hold harmless and forever defend Licensor from all fines, suits, claims, demands and actions of any kind and nature, including antitrust claims, by reason of any and all of its operations hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property.

Section 17.

Inspections.

Licensee shall allow Licensor's authorized representative access to the Premises at all reasonable hours, for the purpose of examining and inspecting said Premises, for purposes necessary, incidental to or connected with the performance of its obligation hereunder, or in the exercise of its governmental functions.

Section 18.

Ingress And Egress.

Subject to regulations governing the use of the Airport, Licensee, his agents and servants, patrons and invitees, and his suppliers of services and materials shall have the right of ingress to and egress from the Premises granted to Licensee; provided, however, that the suppliers of services and materials, or stock shall do so in such reasonable manner and at such times as not to interfere with normal airport operations.

Section 19.

Assignment And Subletting.

Licensee shall not assign, transfer, sublease, pledge, surrender (including transfers by operation of law) or otherwise encumber or dispose of this Agreement or any rights or privileges created hereby, or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the Premises, without the written consent of the Commissioner being first obtained, which consent shall not be unreasonably withheld or delayed.

Any substantial change in ownership or proprietorship of Licensee, which has not received the prior written approval of the Commissioner and which in the opinion of the Commissioner is not in the best interest of the Licensor or the public, shall be subject to the remedies available in Section 23 hereof.

Section 20.

Signs.

Licensee shall not erect, install, operate nor cause or permit to be erected, installed or operated in or upon the Premises herein, the terminal buildings, or the Airport, any signs or other similar advertising device without first having obtained the Commissioner's written consent thereto, which consent shall not be unreasonably withheld or delayed.

Section 21.

Redelivery.

Licensee will make no unlawful or offensive use of said Premises and will at the expiration of the term hereof or upon any sooner termination thereof without notice, quit and deliver up said Premises to Licensor and those having its estate in the Premises, peaceably, quietly and in a good order and condition, reasonable use and wear excepted, as the same now are or may hereafter be placed by Licensee or Licensor.

Section 22.

Subject To Airline Agreements, Nondiscrimination And F.A.A. Requirements.

A. This Agreement is subject to the provisions of Article XVI of that certain Agreement entitled "Amended and Restated Airport Use Agreement and Terminal Facilities Lease" and the further provisions, including the right of cancellation of Section 6.04, Article VI of that certain Agreement entitled "Lease of Terminal Facilities" and to such other provisions of said related Agreements as may be pertinent as entered into between the Licensor and scheduled airlines governing use and operation of the Airport.

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

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964--1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, *et seq.;* The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, *et seq.*, and all amendments to those Statutes and Executive Orders and Regulations of the United States Departments of Labor, Transportation, and Health, Education and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21, to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A; and to Executive Order 85-2 issued by Mayor Harold Washington.

To demonstrate compliance, Licensee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations or the Department of Aviation.

C. Nondiscrimination in the Use of the Premises by Licensee. This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program and the Federal Aviation Administration, and therefore involves activity which services the public.

Licensee, for himself, his personal representatives, successors in interest, heirs and assigns, as part of the consideration hereof, does hereby covenant and agree, that (1) no person shall be excluded on the grounds of race, color, or national origin from participation in, denied benefits of, or otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvement on, over, or under such land and the furnishings of services thereon, no person shall be excluded on the grounds of race, color, or national origin from participation in, denied benefits of, or otherwise subjected to discrimination; and (3) that Licensee shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations which may be applicable to Licensee.

In the event of the breach of any of the above nondiscrimination covenants, Licensor shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

Section 23.

Non-Waiver.

Any waiver or any breach of covenants herein contained to be kept and performed by Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

Section 24.

Default.

A. Event of Default. Licensee shall be in default under this Agreement if:

1. Licensee shall fail duly and punctually to pay any and all fees due hereunder, or to make any other payment required hereunder, when due to Licensor; or

2. Licensee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or of any state thereof, or consent to the appointment of a receiver, trustee or liquidator of any or substantially all of its property; or

3. A petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, shall be filed against Licensee and shall not be dismissed within sixty (60) days after the filing thereof; or

4. By order or decree of a court, Licensee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if Licensee is a corporation, by any of the stockholders of Licensee seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof; or

5. By or pursuant to, or under authority of, any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of Licensee, and such possession or control shall continue in effect for a period of fifteen (15) days; or

6. The interest of Licensee under this Agreement shall be transferred, without the approval of Licensor, by reason of death, operation of law, assignment, sublease, or otherwise, to any other person, firm or corporation; or

7. Licensee shall voluntarily abandon, desert or vacate any part of the Premises or discontinue its operations thereat; or

8. Any lien shall be filed against the Premises or Licensee's interest hereunder because of any act or omission to act of Licensee, and shall not be discharged by Licensee or contested in good faith by proper legal proceedings commenced within thirty (30) days after receipt of notice thereof by Licensee; or

9. Licensee shall fail to keep, perform and observe each and every promise, covenant and agreement set forth in this Agreement and such failure shall continue for a period of more than thirty (30) days after delivery by Licensor of a written notice of such breach or default, except where fulfillment of its obligation requires activity over a period of time and Licensee has commenced in good faith to perform whatever may be required for fulfillment within thirty (30) days after receipt of notice and continues such performance without interruption except for causes beyond its control; or

10. Licensee shall use or give its permission to any person to use any portion of Airport, terminal buildings or Premises used by Licensee under this Agreement for any illegal purpose.

11. Licensee shall be in default under any other agreement with Licensor.

B. Licensor's Remedies. If a default under this Agreement shall occur, Licensor may elect to:

1. Terminate this Agreement without prejudice to any other remedy or right of action for arrearages of license fees under Article III; or

2. Allow this Agreement to continue in full force and effect and to enforce all of Licensor's rights and remedies hereunder, including, without limitation, the right to collect rent as it becomes due together with interest thereon at the rate of one and one-half percent (1-1/2%) per month.

Licensor will not be deemed to have terminated this Agreement in the absence of service of written notice upon Licensee to that effect.

In the event of any termination based on a default, Licensor shall have the option at once and without further notice to Licensee to enter the Premises and take exclusive possession of same. Licensor may remove or store any personal property located therein, at the sole cost and expense of Licensee without Licensor being liable to Licensee for damage or loss thereby sustained by Licensee.

Upon such termination by Licensor, all rights, powers and privileges of Licensee hereunder shall cease, and Licensee shall immediately vacate any space occupied by it under this Agreement. Licensee shall then have no claim of any kind whatsoever against Licensor, or its employees or agents by reason of such termination, or by reason of any act by Licensor incidental or related thereto.

In the event of the exercise by Licensor of such option to terminate, Licensee shall have no right to or claim upon any improvements or the value thereof, which may have been previously installed by Licensee in or on the demised premises.

The exercise by Licensor of any remedy provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to Licensor under law or equity.

Section 25.

Monetary Damages.

In the event Licensor elects to terminate this Agreement, Licensee shall pay to Licensor an amount equal to the sum of:

(a) All amounts owing at the time of termination of the Agreement on account of breach of any term, covenant or condition of this Agreement including but not limited to unpaid license fees plus interest thereon on all such amounts from the date due until paid at the rate of one and one-half percent (1- 1/2%) per month;

(b) Any other amount to compensate Licensor fully for all detriment proximately caused by Licensee's failure to perform its obligations hereunder or which in the ordinary course would likely result therefrom;

(c) The worth at the time of award of the amount by which the license fee and other sums payable hereunder, which would have been due after the date of termination of the Agreement and with respect to the balance of the term of the Agreement specified herein, exceeds the amount of such rental loss that the Licensee proves could be reasonably avoided. Efforts by Licensor to mitigate the damages caused by Licensee's default hereunder shall not constitute a waiver of Licensor's right to recover hereunder.

(d) The "worth at the time of award" of the amount referred to in subsection (c) hereof is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Chicago at the time of award plus one percent (1%).

Section 26.

Fines.

If a default be made by Licensee of any of the below numerated covenants, terms and conditions, Licensor may elect to impose the fines described below on the basis of per violation per day:

Violations	Section	Assessment
Violation of Use Clause	4	$15.00
Unauthorized Advertising or Signage	8(F)	$50.00
Failure to submit required documents and reports	3	$10.00

The exercise by Licensor of any remedy provided in this Agreement, shall be cumulative and shall in no way affect any other remedy available by Licensor under law or equity.

Section 27.

Independence Of Agreement.

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co- partners or joint venturers between the parties hereto, or as constituting Licensee as the agent, representative or employee of Licensor for any purpose or in any manner whatsoever. Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

Section 28.

Rules, Regulations, Laws, Ordinances And Licenses.

Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airport, terminal buildings, terminal concourse areas, the premises and related facilities, which Licensee agrees to observe and obey. Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county and municipal governments which may be applicable to its operations at the Airport and shall obtain and maintain all permits and licenses necessary for its operations at the Airport. Licensee further agrees to pay all taxes imposed by law on the property or its operations.

Section 29.

Paragraph Headings.

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

Section 30.

Invalid Provisions.

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision herein contained shall not affect the validity of any other covenant, condition or provision, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Section 31.

Prohibition Of Recordation.

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

Section 32.

No Personal Liability.

The execution of this Agreement by any person in the name and on behalf of Licensor or of Licensee shall not, under any circumstances, subject such person to any individual or personal liability, present or future.

Section 33.

Construction Of Agreement.

The validity, construction and enforceability of this Agreement shall in all respects be governed by and construed in accordance with the law of the State of Illinois.

Section 34.

No Leasehold Interest.

Nothing in this Agreement is intended, or shall be deemed, to give rise to a lease of real estate by Licensor or Licensee. This Agreement constitutes a license agreement which permits Licensee to operate a concession in the Airport. No leasehold interest is hereby conveyed nor has any such interest ever been conveyed to Licensee or Licensor.

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

[Signatures forms omitted for printing purposes.]

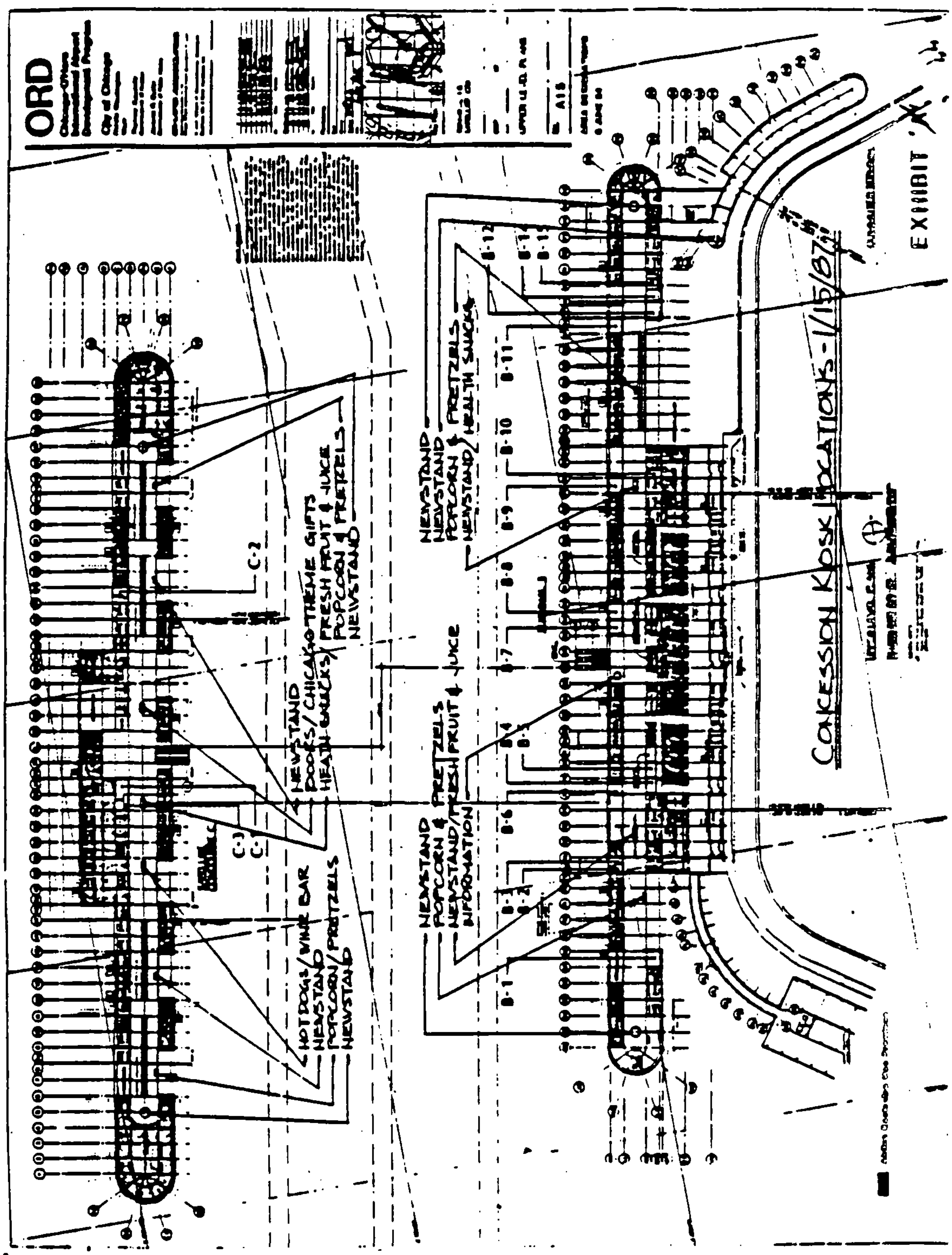
SECTION 2. This ordinance shall be in effect from and after its passage.

[Exhibits A, B and C printed on pages 5471 through 5473 of this Journal.]

EXECUTION OF FLOWER CART CONCESSION AGREEMENT WITH WINDY CITY FLOWERS AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

(Continued on page 5474)


ORD
CONCESSION KIOSK LOCATIONS - 1/15/87
EXHIBIT 'X'
C-1
C-2
HOT DOGS/WINE BAR
NEWSTAND
POPCORN/PRETZELS
NEWSTAND
NEWSTAND
DOGS/CHICAGO-THEME GIFTS
HEALTH SNACKS
FRESH FRUIT & JUICE
POPCORN & PRETZELS
NEWSTAND
B-1
B-2
B-3
B-4
B-6
B-7
B-8
B-9
B-10
B-11
B-12
NEWSTAND
POPCORN & PRETZELS
NEWSTAND/FRESH FRUIT & JUICE
INFORMATION
NEWSTAND
NEWSTAND
POPCORN & PRETZELS
NEWSTAND/HEALTH SNACKS

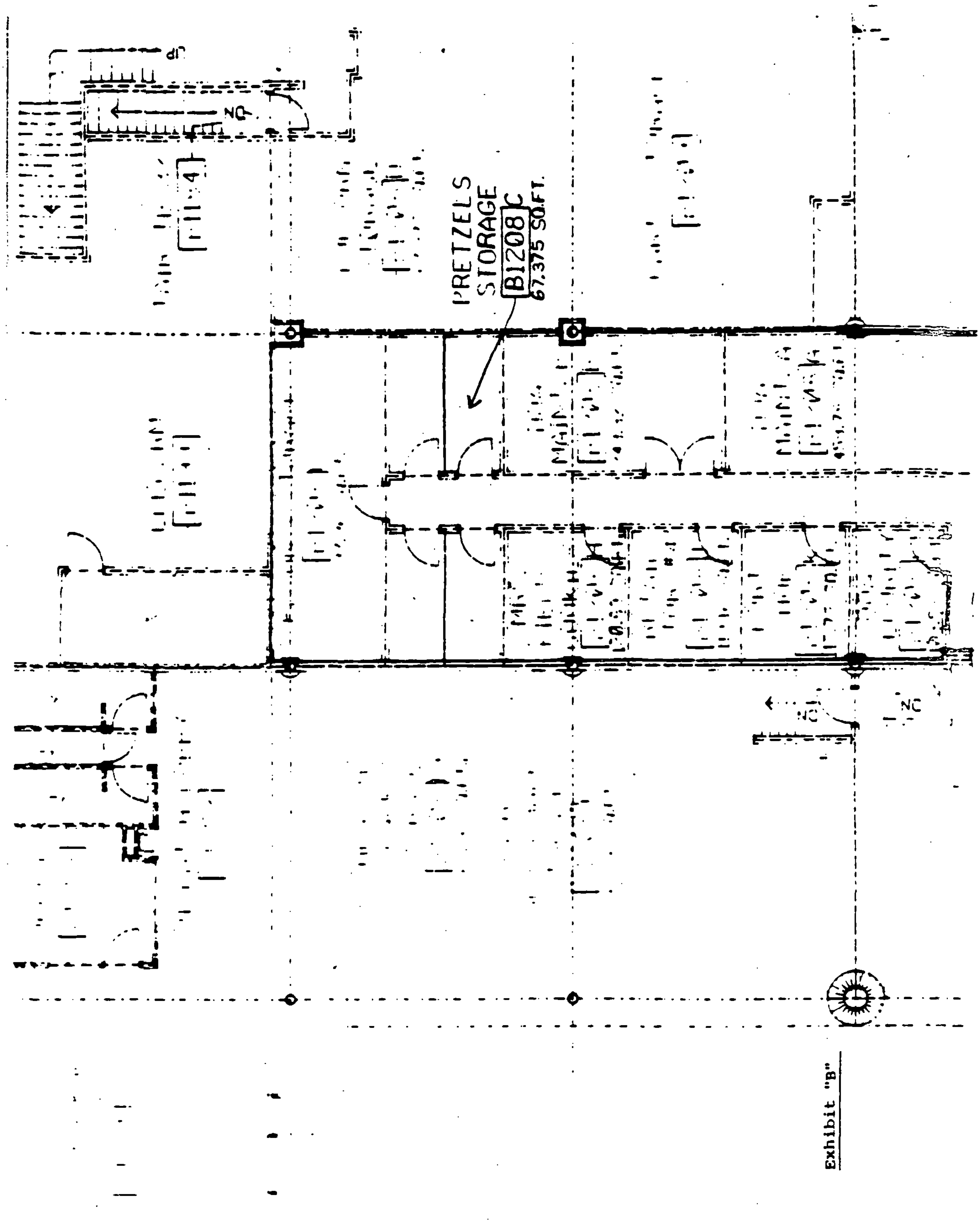


Exhibit "B"

Exhibit C.

Pretzels & Bagels Merchandise List.

Product	Units	Price
Plain Pretzel	5 ounce	$1.25
w/Cheese Sauce		$1.75
w/Nacho Cheese		$1.75
w/Cream Cheese		$1.75
Plain Bagels	3 ounce	$1.00
w/Cream Cheese		$1.50
w/Cream Cheese and Jelly		$1.50

(Continued from page 5470)

CHICAGO, October 27, 1987.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance authorizing the execution of a concession license agreement with Windy City Flowers for the operation of a flower cart concession at Chicago O'Hare International Airport (which was referred on October 15, 1987), begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 6 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, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

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, approved 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 Flower Cart Concession License Agreement for certain premises in the Terminal Building at Chicago O'Hare International Airport, said Agreement to be substantially in the following form:

Flower Cart Concession License Agreement.

This Agreement made this _____ day of ____________________, 19____, by and between the City of Chicago, a municipal corporation and home rule unit of government under the Constitution of the State of Illinois by and through its Department of Aviation (hereinafter referred to as "Licensor") and Windy City Flowers, an Illinois corporation (hereinafter referred to as "Licensee").

Witnesseth:

Whereas, Licensor owns and operates the airport, containing certain terminal buildings and certain terminal concourses in which retail sales areas are located, known as Chicago O'Hare International Airport, (hereinafter referred to as "Airport"), situated in the City of Chicago, Counties of Cook and Du Page, State of Illinois; and

Whereas, Licensee desires to obtain from Licensor a license to operate a concession with certain privileges and rights in certain Airport terminal buildings; and

Whereas, Licensee represents that it is ready, willing and able to conduct the operation of a concession at the Airport; and

Whereas, the Licensor has determined after careful examination and review of various proposals that the Licensee is best qualified to operate a concession at the Airport and Licensor deems it in the public interest and beneficial to itself and to its operation of the Airport to grant unto the Licensee a license to operate said concession and the rights and privileges as herein set forth;

Now, Therefore, for and in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

Part I--Special Provisions.

Section 1.

Premises.

A. Premises. Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, does hereby grant unto Licensee upon the conditions hereinafter set forth, all of which Licensee accepts, the following space (sometimes referred to herein as the "Concession Operations Space") located on the Airport property to be used for the purpose of operating a flower cart concession and for no other purpose:

Space No. T-1/LL consisting of 100 square feet, in Terminal Building 1 (Exhibit A);

and the following space (sometimes referred to herein as "Concession Storage Space") to be used as storage area for said concession and for no other purpose:

Space No. B26, consisting of two hundred (200) square feet in Terminal Building 1; and all space as indicated on Exhibits A and B attached hereto and made a part hereof (the Concession Operations Space and the Concession Storage Space are collectively referred to herein as "the Premises"). The concession storage space as indicated above will serve as temporary storage only. Permanent storage space will be assigned at a future date and will be addressed by appropriate amendment hereto.

B. Purpose/Operating Rights. Licensor grants to Licensee a nonexclusive privilege, in common with others that Licensor may from time to time authorize, to operate a concession at the Airport, and for no other purpose whatsoever.

C. Additional Operations. The Commissioner of Aviation of the City of Chicago ("Commissioner") reserves the right to require and may, but shall not be obligated to, require Licensee to operate such additional locations at the Airport that may become available and that the Commissioner may designate during the term of this Agreement on the same terms and conditions set forth herein except the Minimum Guarantee License fees set forth in Section 3 shall be increased proportionately based on the additional space; provided there is sufficient time to amortize Licensee's investment in capital improvements for such additional locations.

Section 2.

Term.

The term of this Agreement shall commence on the earlier of:

(a) The sixtieth (60th) day after approval of this Agreement by the City Council of the City of Chicago ("Commencement Date"); or

(b) The date of beneficial occupancy ("Operation Date"), which shall be the first date that the concession is open to the public,

and shall continue thereafter for a period of three (3) years, unless sooner terminated or cancelled as hereinafter provided.

The parties agree that in the event that Licensee is not open to the public for business on the date of commencement of this Agreement, as determined above, it will be impractical and extremely difficult to fix the actual damages to the Licensor. Therefore, the parties agree that, in such event, the sum of Two Hundred Fifty Dollars ($250.00) per day plus minimum rent prorated over the number of days which Licensee fails to open to the public for business shall be paid by Licensee to Licensor as liquidated damages, such sum representing a reasonable approximation of the damages apt to be suffered by the Licensor.

In the event Licensee shall, with the consent of the Licensor, hold over and remain in possession of the Premises after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month on the same terms, conditions, and covenants, including consideration, herein contained.

In the event that air transportation operations are totally discontinued at the Airport, then this Agreement shall terminate, except with respect to the payment of outstanding fees and charges and the performance of other conditions, obligations and liabilities arising prior to said termination.

Section 3.

License Fee.

A. Fixed, Percentage, Minimum and Additional Fees to be Paid. Subject to the provisions and covenants contained in Section II, during the term of this Agreement, Licensee agrees to pay Licensor the following fees:

(1) Annual Fixed License Fee. A license fee of Thirty Dollars ($30.00) per square foot per annum ("Fixed License Fee") for the Premises under Section 1 (A), excluding space T1/LL and at the same rate for any additional space granted under this Agreement.

(2) Minimum Guarantee License Fee. An annual minimum percentage license fee (the "Minimum Guarantee License Fee") of Thirty Thousand Dollars ($30,000.00) per annum for the period beginning on the Operation Date and ending three hundred sixty-five (365) days thereafter. During the remainder of the term of this Agreement, the minimum annual percentage fee shall be an amount equal to eighty percent (80%) of the actual amount paid in the previous year as Percentage License Fees, but in no case is the Minimum Guarantee License Fee for a subsequent year to be less than Thirty Thousand Dollars ($30,000.00) or the direct proportion of that amount that the elapsed time bears to a full year in the case that the final portion of this Agreement or any extension of this Agreement, is not a full year.

(3)Percentage License Fee. A percentage license fee of twelve percent (12%) of the gross receipts per annum derived by Licensee from operations at the Airport ("Percentage License Fee").

B. Schedule of Payments. Licensee shall pay each month in advance to the City Comptroller of the City of Chicago ("City Comptroller") the sum equal to one-twelfth (1/12) of the Fixed License Fee and one-twelfth (1/12) of the appropriate Minimum Guarantee License Fee. The initial monthly payment of said Minimum Guarantee License Fee shall commence on the Operation Date.

Licensee, within twenty (20) days of the end of each calendar month, shall pay to the City Comptroller a sum equal to the amount of the hereinabove described Percentage License Fee for said calendar month which exceeds the amount prepaid as Minimum Guarantee License Fee for that month.

Licensee, within twenty (20) days of the end of each calendar month, shall furnish a separate monthly report certified by an officer of Licensee, of gross receipts at each location at the Airport, to the City Comptroller and the Commissioner. The form of said monthly report will be provided by Licensor to Licensee in advance of the Operation Date.

Additional payments required by adjustments, if any, for fees payable in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by paragraph F of this Section 3. The Minimum Guarantee License Fee is intended to be and is an annual fee and not a monthly license fee.

C. Pro Rata Payment. Except as otherwise specifically provided herein, if the commencement or termination of this Agreement falls upon any date other than the first or last day of any calendar month, the applicable fees and charges for said month shall be paid by Licensee to Licensor pro rata in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

D. Interest for Late Payment. Without waiving any other right of action available to Licensor in the event of delinquency by Licensee for a period of ten (10) days or more in its payment to Licensor of the above fees and charges, and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of eighteen percent (18%) per annum from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee until such dispute is settled and no interest shall be paid if Licensee prevails in such dispute.

E. Records of Licensee. Licensee shall, with respect to business done by it in said concession operation, keep true and accurate accounts, records, books, and data, which shall, among other things, show all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not) and, also, the gross receipts of said business, and the aggregate amount of all sales and services and orders, and of all the Licensee's business done upon and within said concession area. All records, methods of accounting and cash registers used by Licensee shall be approved by the City Comptroller. The term "gross receipts" as used herein, shall be construed to mean, for all the purposes hereof, the aggregate amount of all sales made and services performed for cash, credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise and services for like property, or services, at the selling price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater. Licensee agrees to maintain an adequate and reasonable system of internal control to insure that sales are properly reported to the Licensor. The internal controls should include features normally employed by well managed retailers. The internal control procedure must be described by Licensee in writing and submitted to the City Comptroller prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller and the Commissioner in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

The term "gross receipts" shall exclude: (1) federal, state, municipal or other governmental excise taxes (except federal manufacturer's excise taxes), use, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its sublicensees directly from patrons or customers, or as a part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse Licensee or its sublicensee from paying to governmental agencies all taxes for which it may be liable to them; (2) sales made to employees at a discount to the extent of the discount; (3) refunds for merchandise returned by customers because of their dissatisfaction therewith.

F. Books, Records and Audits. Licensee shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner and the City Comptroller or their duly authorized representatives, at reasonable times during business hours, and such representatives of Licensor shall be permitted to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder. Alternatively Licensee may at its option, provide transportation expenses for a representative of Licensor to examine Licensee's books and records at a location other than in the City of Chicago.

Within one hundred twenty (120) days of the signing of this Agreement, Licensee shall furnish Licensor with a written statement indicating Licensee's election to report either on a calendar year or on a fiscal year basis; such letter shall explain Licensee's fiscal year if elected. Within one hundred twenty (120) days after the close of each calendar or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, Licensee will provide Licensor with a "Statement of Sales and Fees" representing sales and fees by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. Licensee must inform Licensor of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to Licensor.

The following is an example of an opinion which would satisfy these requirements:

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales and rents reported to the City of Chicago by ________________ an ________________ Corporation, for the year ended ____________ relating to the ____________________________ concession operations at Chicago O'Hare International Airport pursuant to an Agreement between the City of Chicago and __________________________ dated _________________________. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we consider necessary in the circumstances.

In our opinion, the accompanying statement of sales and fees showing gross sales of _______ and total fees of _________ presents accurately and fairly the amount of gross sales and fees, as defined in the Agreement, for the year ended ________________."

If the opinion of the independent certified public accountant is inadequate, qualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense.

Licensee shall, upon request, furnish such other further financial or statistical reports as Licensor may, from time to time, require.

Section 4.

General Description Of The Concession.

A. Merchandise. Licensee shall have the right to operate a flower cart concession at the Airport and in connection therewith shall have the right to and shall sell items subject to the limitations set forth below. Licensee shall engage in no other business activity on the Airport or Premises and shall not sell items other than those enumerated below on the basis indicated without written authorization of the Commissioner.

Licensee shall be permitted to sell and shall sell on a non-exclusive basis those items set forth in Exhibit C attached hereto.

Except with the prior written approval of the Commissioner, Licensee shall not install or operate any coin-activated vending machines or devices of any nature, kind or type. Licensee also shall not place or install any racks, stands or display of merchandise or trade fixtures directly on the boundaries or outside the boundaries of the licensed Premises without the prior consent of the Commissioner.

B. Conflicts between Concessions. In the event of a conflict between Licensee's concession and any other licensee at the Airport as to the items and merchandise to be sold by the respective licensee and concessionaires, Licensee agrees that the Commissioner shall make the final decision as to which items of merchandise may be sold by this Licensee and agrees to be bound by such decision of the Commissioner.

C. Operation of Premises. Licensee understands and agrees as a material condition of this Agreement that it shall use its best efforts to display and sell merchandise representative of Chicago and the Chicagoland area. The intent of this clause is not to encourage the retailing of only souvenir items, but many other items representative of the geographical area surrounding the Airport. Licensee understands that it is the Licensor's intent that concession operations at the Airport should reflect this geographical diversity in both their displays and offerings.

Not less than eighty-five percent (85%) of the Premises shall be used at all times through the term of this Agreement as public area for the display and sale of retail merchandise. Licensor agrees that the intent of this provision is to insure a minimum amount of retail sales area and not to preclude Licensee from utilizing all of the Premises as retail sales area.

Licensee understands and agrees that its operation under this Agreement is a service to airline passengers and the users of the Airport, and that Licensee shall conduct its operation in a first-class, businesslike, efficient, courteous, and accommodating manner. The Commissioner shall have the right to make reasonable objections to the quality of articles sold, the character of the appearance and condition of the Premises. Licensee agrees to promptly discontinue or remedy any such objectionable practice. Failure to comply with the foregoing shall constitute a material breach of this Agreement.

Licensee understands and agrees that its operation at the Airport necessitates the rendering of the following public services: making reasonable change, giving directions and assisting the public generally.

Licensee shall conduct a businesslike operation on the Premises and carry in stock on the Premises sufficient merchandise to stock the same fully. All merchandise must be top quality, new and fresh. Licensee shall maintain an adequate sales force on the Premises and use the utmost skill and diligence in the conduct of Licensee's business in the Premises. All employees of Licensee shall be courteous and helpful to the public.

Licensee shall designate a local representative experienced in management and supervision who has sufficient authority and responsibility to insure proper operation of the concession, to render decisions and to take all necessary action in connection with this Agreement. Such a person (or his or her authorized representative) shall be available whenever the concession is in operation.

Licensee covenants to take all reasonable measures in every proper manner to maintain, develop, and increase the business conducted by it and that Licensee will not divert or cause or allow to be diverted any business from the Airport.

Section 5.

Investment By Licensor And Licensee.

A. Renovation. Licensee agrees, as a necessary condition of this Agreement, to completely construct, furnish and equip the concession operations areas designated on Exhibit A. The remodeling or construction of concession operations areas is to begin within thirty (30) days after the Commencement Date and shall be completed sixty (60) days after the Commencement Date. Failure to complete construction within said sixty (60) day period may, in the discretion of the Commissioner, result in termination of this Agreement.

All such improvements, decor and equipment as are applicable to the areas designated on Exhibit A as are specified hereinafter as the responsibility of Licensee shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensor, in the minimum amount of Thirty-nine Thousand Four Hundred Fifty Dollars ($39,450.00).

Upon completion of construction, Licensee shall provide Licensor a statement certified by its architect, setting forth the total construction costs, the appropriate detail showing the costs of elements of decoration, furnishings, fixtures and equipment. Licensee shall make available to Licensor at Licensor's request, receipted invoices for labor and materials covering all construction and trade fixtures, including furniture, fixtures and equipment. The minimum investment may not include financial costs, interest, inventory, pre-opening expenses or intra-company charges related to construction (except architectural and engineering charges which shall not exceed 15% of total construction costs). If the said investment cost is in excess of ten percent (10%) less than the minimum required, the difference will be paid to Licensor within sixty (60) days after completion of construction. If the Licensor disputes the amount of investment claimed by Licensee, the Licensor may, at its expense, hire an independent appraiser to determine the cost of the investment. If the independent appraiser determines that the investment is less than the minimum required, the difference, as well as Licensor's cost of hiring such independent appraiser, will be paid to Licensor by Licensee within sixty (60) days of the appraiser's determination.

B. Installations by Licensor and by Licensee. In the concession operations space designated on Exhibits A and/or B attached hereto, Licensor will provide the following improvements:

(1) Ceilings:

Combination suspended linear aluminum, perforated, with mylar faced fiberglass acoustical batts; 5/8" gypsum board; and painted extruded aluminum reveals in a coffered configuration. Fascia facing exterior wall shall be painted radiant metal panel. Hinged access panels shall be provided for access to mechanical equipment.

(2) Flooring:

Terrazo tile.

(3) Heating, Ventilation and Air Conditioning:

Ventilation shall be provided by a supply air plenum ceiling via perforated filler strips between linear aluminum planks. Radiant metal panel fascia included as portion of ceiling.

(4) Fire Protection:

Concealed sprinkler heads and sidewall type sprinkler heads shall be provided as required.

In these same spaces Licensee will provide:

All equipment, furniture, furnishings and fixtures necessary in the proper conduct of Licensee's business.

C. Improvements, Equipment And Decor Installation By Licensees At The Airport:

(1) Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession areas more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the Airport and shall be not less than or equal to other quality stores at other Airports. All work shall be done in a good and workmanlike manner with materials of the highest quality.

(2) Complete plans and specifications, including the choice and types of all materials to be used in the work, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner, and shall meet all local building codes and ordinances.

(3) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the Concession shall be subject at all times to inspection by Licensor. Licensee shall give or cause to be given to the Commissioner and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications and shall maintain all necessary and adequate insurance coverages as may be reasonably determined by Licensor.

(4) Licensee shall at all times throughout the term hereof maintain the improvements and all other portions of the Premises in good and serviceable condition and repair except structural maintenance, which shall be the responsibility of Licensor pursuant to Section 9 of this Agreement.

(5) Licensee shall keep the Premises and the improvements and facilities constructed thereon free and clear of any and all mechanics' and materialmen's liens. Licensee may in good faith contest the validity of any lien, provided that it supplies Licensor with such bond or other security Licensor deems acceptable.

(6) In the event that all or part of the Premises are reasonably required for Airport purposes that are neither capricious nor arbitrary prior to the expiration of this Agreement, the Commissioner may upon sixty (60) days advance written notice to Licensee, direct Licensee to vacate the same provided that Licensor, within sixty (60) days after Licensee's removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures and improvements constructed and installed upon the Premises required to be vacated; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof. Licensor will use its best efforts to provide comparable substitute space. In this event, Licensor shall adjust proportionately the Fixed License Fee and the Minimum Guarantee License Fee specified in Section 3 (A) in amounts proportional to reflect the increased or decreased square footage. Licensee shall have the right to accept or reject any substitute areas proposed by Licensor.

D. Concession Area Layout and Decoration. Licensee shall be entitled to lay out the space as it desires, subject to written approval of the Commissioner in advance of any installation, which approval shall not be unreasonably withheld.

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall construct no improvements or make no alterations, additions or replacements without obtaining the Commissioner's written approval in advance thereof. Licensee shall deliver to the Commissioner detailed plans and specifications for all the work. Not in limitation of the foregoing, Licensee shall obtain prior approval from the Commissioner and the Commissioner of Public Works before installing, at its own expense, any equipment which requires new electrical or plumbing connections or changes in those installed on the Premises as of the effective date of this Agreement.

Section 6.

Concessionaire's Bond.

At the time of the execution hereof, Licensee shall, at its own expense, execute and deliver to the City Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety or irrevocable letter of credit, if acceptable to Licensor, in the sum of Fifteen Thousand Dollars ($15,000.00) which bond or irrevocable letter of credit shall guarantee faithful performance of each and every provision of this Agreement.

Section 7.

Notices.

Notices of Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to Commissioner, Department of Aviation, 20 North Clark Street, Chicago, Illinois 60602, and notice to Licensee if sent by certified mail, postage paid, addressed to Licensee at 1427 North Dearborn Street, Chicago, Illinois 60610 or to such other addresses as the parties may designate to each other in writing from time to time. Notice shall be deemed given on the date such notice is deposited in the United States mails.

Part II--General Provisions.

Section 8.

Services To Be Performed By Licensee.

A. Hours of Operation. The concession at the Airport shall remain open to serve the public at least sixteen (16) hours a day from 7:00 A.M. to 11:00 P.M., seven (7) days per week, provided, however, that if the Commissioner deems it necessary, Licensee agrees to remain open for longer periods as directed in writing by said Commissioner.

B. Personnel. Licensee's employees shall be clean, courteous, efficient and neat in appearance. Licensee's employees while on duty shall be identified as such by uniform. Licensee shall not employ any person or persons in or about the Premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. Licensee agrees to dispense with the services of any employee whose conduct the Commissioner deems to be in violation of local, state or federal laws or who does not perform in accordance with the requirements of this paragraph.

C. Laws, Ordinances, etc. Licensee shall observe and obey all the laws, ordinances, regulations, and rules of the federal, state, county and municipal governments which may be applicable to its operations at the Airport.

D. Trash, Garbage, etc. Licensee at its own cost and expense shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. Licensee shall provide and use suitable covered metal receptacles for all garbage, trash and other refuse on or in connection with the Premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the Premises, is forbidden. Such trash, garbage, and other refuse shall be disposed of between the hours of 12:00 midnight and 8:00 A.M. each day in a place to be designated by the Commissioner with access to be provided by Licensor.

E. Operation Costs. Licensee shall bear at its own expense all costs of operating the concession, and shall pay in addition to the license fees all other costs connected with the use of the Premises and facilities, rights and privileges granted, including, but not limited to all maintenance, insurance, taxes, janitor service and supplies, permits and license costs.

F. Signs and Advertising. Licensee may, at its own expense, install and operate necessary and appropriate identification signs at the Airport for its purpose subject to the prior approval of the Commissioner as to the number, size, height, location and general type and design. Such approval shall be subject to revocation by the Commissioner at any time.

Without express written consent of the Commissioner, Licensee shall not display any advertising, promotional or informational pamphlets, circulars, brochures or similar materials.

G. Public Address System. Licensee shall permit the installation in the Premises of a system for flight announcements and other information broadcast over that system, if in the opinion of the Commissioner, such installation is necessary.

H. Maintenance. Licensee shall at its own expense maintain the Premises, all of its leasehold improvements and trade fixtures, enclosure walls and doors in good order and repair, keeping the same clean, safe functioning and sanitary. Licensee shall keep clean the interior and exterior of all glass enclosures. Licensee shall provide at its own expense janitorial service to the premises in order to comply with the foregoing. Licensee agrees to maintain and to repair at its own expense any damages caused by its operation and to replace any facility of Licensor used by Licensee which requires replacement by reason of Licensee's use thereof, reasonable wear and tear excepted, with a facility of equal quality.

Section 9.

Services To Be Performed By Licensor.

Licensor will maintain the structure, the roof and exterior walls of the Terminal Building.

Licensor will not furnish janitorial service, interior or exterior window cleaning, guarding or custodial services, and will furnish no janitorial material or supplies for the Premises.

Section 10.

Quality And Price Control.

A. Merchandise. Licensee's initial schedule of merchandise items to be offered for sale from the Premises, and the prices to be charged therefor, shall be delivered to Licensor prior to commencement of this Agreement. Licensee shall offer for sale only goods of premium quality. For such goods, Licensee shall charge fair and reasonable prices. When an item has a suggested retail price premarked and established by the manufacturer or distributor, Licensee shall not charge the public a price higher than such suggested retail premarked price. When an item has no suggested retail price or premarked price, the item shall be sold at a price not higher than the average price charged for the same or substantially similar items at two similar high quality retail establishments in the Chicago area selected solely by the Commissioner. Licensee's initial schedule of merchandise items to be offered for sale from the Premises, and the prices to be charged therefor, shall be delivered to Licensor prior to commencement of this Agreement. Thereafter, prices may be decreased or increased as mutually agreed by Licensee and Licensor. In the event that Licensee adds merchandise items Licensee shall submit to Licensor not less than annually a schedule of such new merchandise items it proposes to be offered for sale on the Premises and the prices to be charged therefore. Thereafter, subject to the Commissioner's approval as to the sale of such new merchandise, prices for such new items may be decreased or increased in the same manner as aforesaid. If in the opinion of the Commissioner, the selection of items offered is inadequate, if the merchandise is not of high quality, if any of said prices, charges and rates are excessive or if any of said items is found to be objectionable for display and/or sale in a public facility, the Commissioner shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices and quality within thirty (30) days of being advised in writing by the Commissioner shall be cause for default by Licensor, under the provisions of Section 24.

B. Inspection and Review. Licensor may inspect Licensee's operations, including the quality and price of merchandise, the quality of service, and the maintenance of the Premises, at such reasonable times as Licensor shall deem necessary. Licensee shall cooperate in such inspections and provide any documentation reasonably required by Licensor.

Section 11.

Interruptions, Reduction And Cancellation Of Operations.

In the event of an interruption or reduction in concession services beyond the control of Licensee, including but not limited to acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline service except as provided below, riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion, revolutions, civil war, hostilities, war, the declaration or existence of the national emergency and condition arising therefrom, and such interruption or reduction of services results in reduction in passenger levels by fifteen percent (15%) per terminal building in which a concession operations area is located based upon the previous three (3) months' average, Licensor agrees that the obligation of Licensee for payment of the Minimum Guarantee License Fee shall be reduced proportionately after a thirty (30) day period and such reduction shall continue until such time as the passenger levels obtain a level equal to eighty- five percent (85%) of the average passenger level for said three (3) month period preceding the suspension. The Percentage License Fee and the Fixed License Fee shall not be affected. The above provision shall not apply to any reduction in passenger levels in Terminal II attributable to the withdrawal of United Airlines from Terminal II and Licensee agrees that there will be no reduction in license fees as a result of this withdrawal.

This Agreement shall be subject to cancellation by Licensee after thirty (30) days advance notice to Licensor, upon the occurrence of any one or more of the following events:

(1) The permanent abandonment of the Airport by Licensor.

(2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.

(3) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the entire Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.

Section 12.

Property Rights Upon Termination.

Title to all decorative work, improvements, finishings and equipment of such a nature as cannot be removed without substantial damage to the Terminal Building shall vest in Licensor at the expiration or earlier termination of this Agreement. All other equipment of such nature as to constitute trade fixtures shall remain the property of Licensee. At the date of expiration or earlier termination of this Agreement, Licensee may remove said trade fixtures or the Commissioner may require that Licensee remove same. Prior to the commencement of operation a list of such trade fixtures as mutually agreed upon shall be submitted in writing to Licensor by Licensee; said list may be subsequently amended during the term of this Agreement to reflect any changes in said trade fixtures.

Licensee shall make no substantial change, addition, or alteration in the Premises without prior written approval of Licensor.

Licensee may remove improvements, at its own expense, only with the prior written approval of the Commissioner, during the term of this Agreement. No such removal will be allowed in the event that Licensee is in default of any terms, covenants or conditions of this Agreement.

Licensee shall have no right to alter or remove improvements if such alteration or removal would cause substantial damage to Airport premises. In this event, Licensor may allow Licensee to make such removal or alteration on condition that Licensee completely repair any resulting damage at Licensee's own expense. Licensor may also agree to make the repairs on condition that Licensee reimburse Licensor for the total cost of such repairs.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that Licensee shall have no further claim, right, title or interest in or to any of the improvements installed by it under this Agreement, including but not limited to the enclosure walls and doors, subject to Licensor's right to require removal of any portion of said improvements and to restore the Premises wherein same were installed, or the affected portion thereof, to its original condition, reasonable wear and tear excepted.

Section 13.

Damage Or Destruction Of Premises.

A. Partial Destruction of Premises. In the event improvements on the Premises are partially damaged by any casualty covered under an insurance policy required to be maintained pursuant to this Agreement, then Licensee shall repair such damage as soon as reasonably possible and this Agreement shall continue in full force and effect. In the event improvements on the Premises are damaged by any casualty not covered under an insurance policy required to be maintained pursuant to this Agreement, then Licensor may, at Licensor's option, either (a) repair such damage as soon as reasonably possible at Licensor's expense, in which event this Agreement shall continue in full force and effect, or (b) give written notice to Licensee within thirty (30) days after the date of occurrence of such damage of Licensor's intention to cancel and terminate this Agreement with respect to the affected area as of the date of the occurrence of the damage; provided, however, that if such damage is caused by an act or omission to act of Licensee, its agent, servants or employees, then Licensee shall repair such damage, promptly at its sole cost and expense. In the event Licensor elects to terminate this Agreement pursuant hereto, Licensee shall have the right within ten (10) days after receipt of the required notice to notify Licensor in writing of Licensee's intention to repair such damage at Licensee's expense, without reimbursement from Licensor, in which event this Agreement shall continue in full force and effect and Licensee shall proceed to make such repairs as soon as reasonably possible. If Licensee does not give such notice within the ten (10) day period, this Agreement shall be cancelled and terminated as of the date of the occurrence of such damage. Licensor shall not be required to make reparation for any injury or damage by fire or other cause, or to make any restoration or replacement of any panelings, decorations, office and trade fixtures, partitions, railings, ceilings, floor covering, equipment, machinery or fixtures or any other improvements or property installed in the affected premises by Licensee or at the direct or indirect expense of Licensee. Licensee shall be required to restore or replace same in the event of damage.

B. Total Destruction of Premises. If the improvements in any single concession area or the entire Premises are totally destroyed during the term of this Agreement by any cause whether or not covered by the insurance required herein (including any destruction required by any authorized public authority), this Agreement shall automatically terminate with respect to said Premises as of the date of such total destruction.

C. Partial Destruction of Terminal Building. If fifty percent (50%) or more of a terminal building in which is located a concession operations area shall be damaged or destroyed by an insured risk, or if fifteen percent (15%) or more of the terminal building in which is located a concession operations area shall be damaged or destroyed by an uninsured risk, notwithstanding that the concession operations area is unaffected thereby, and if as a result of such damage or destruction flight operations with respect to said terminal building are terminated or substantially curtailed, Licensor and Licensee may agree to cancel and terminate this Agreement within ninety (90) days from the date of occurrence of such damage or destruction in which event the term of this Agreement shall expire on the mutually agreed upon date and Licensee shall thereupon surrender the affected concessions operations to Licensor.

D. Abatement of Rent; Licensee's Remedies. If the Premises are partially destroyed or damaged and Licensor or Licensee repairs them pursuant to this Agreement, the Fixed License Fee and Minimum Guarantee License Fee payable hereunder for the period during which such damage and repairs continued shall be abated in proportion to the extent to which Licensee's use of the Premises is impaired. Except for abatement of fees (if any), Licensee shall have no claim against Licensor for any damage suffered by reason of any such damage, destruction, repair or restoration. If Licensor shall be obligated to repair or restore the Premises under this section and shall not commence such repair or restoration within forty-five (45) days after such obligation shall accrue, Licensee at Licensee's option, may cancel and terminate this Agreement by written notice to Licensor at any time prior to the commencement of such repair or restoration. In such event, this Agreement shall terminate as of the date of such notice.

Section 14.

Insurance.

Licensee shall procure and maintain during the term of this Agreement the following insurance:

(1) Worker's Compensation, as required by Illinois law, with Employer's Liability limits not less than $1,000,000 each accident.

(2) Comprehensive General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations coverages.

(3) Comprehensive Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's Non-ownership Liability and Hired Auto coverages.

(4) Property Insurance on tenant improvements, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the Premises in an amount equal to the full replacement value of tenant improvements, fixtures and equipment.

Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Property Insurance policies shall be endorsed to provide the following:

(1) To name as additional insured the City of Chicago, the Department of Aviation and its members, and all of the officers, agents, and employees of each of them.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies Shall Be Endorsed To Provide:

Forty-five (45) days advance written notice to Licensor of cancellation, non- renewal or reduction in coverage, delivered to the following:

Commissioner, Department of Aviation City of Chicago 20 North Clark Street Suite 3000 Chicago, Illinois 60602	and	City Comptroller City of Chicago 121 North LaSalle Street City Hall--Room 501 Chicago, Illinois 60602

Certificates of insurance evidencing all coverages and endorsements above shall be furnished to Licensor before commencing any operations under this Agreement.

Licensee agrees that the terms of these insurance requirements may be increased and revised upon the written demand of Licensor, which demand must be based on reasonable and justifiable grounds.

All insurance coverage shall be with a company or companies approved by the City Comptroller.

Section 15.

"First Source" Agreement.

A. Licensee agrees to use the City's Mayor's Office of Employment and Training (hereinafter "M.E.T.") as its "First Source" for the recruitment, referral and placement of employees in all "covered positions" required for the operation of any and all business under this Agreement.

For the purposes of this Agreement, "covered positions" include all entry level job openings, new job openings, openings created by an expansion of the work force at the Airport, job vacancies created as a result of internal promotions or terminations, and job vacancies created where applicable at Licensee's other Chicago operations as a result of transfers of employees to the Airport work force, but shall exclude all managerial and administrative positions.

B. No later than thirty (30) days after the Commencement Date of this Agreement, but at least fourteen (14) days prior to the Licensee's opening of the concession areas for business, Licensee will submit to M.E.T. a First Source Prospect Notification outlining all staffing and employment needs for its operations under this Agreement.

C. At least twenty (20) days prior to the anticipated hiring date(s), Licensee will notify M.E.T. of its need for new employees in covered positions by completing a "Job Order Form".

M.E.T. will refer eligible job applicants to Licensee in response to the notification of need. M.E.T. will screen applicants according to the qualification profile agreed upon with Licensee, and will refer only qualified applicants who meet that qualification profile. M.E.T. will make all referrals to Licensee or notify Licensee that no referrals can be made, no later than twelve (12) working days prior to the anticipated hiring date. In the event M.E.T. cannot refer the total number of qualified personnel requested, Licensee will be free to directly fill remaining positions for which no qualified applications have been referred; in that event, Licensee agrees to make a good faith effort to hire unemployed Chicago residents.

D. Licensee shall make all decisions on hiring employees, including referred applicants. However, Licensee shall make a diligent and good faith effort to hire from referrals made by M.E.T., and shall not discriminate on the basis of race, creed, color, religion, age, sex or national origin. In the event Licensee rejects or does not hire a referred applicant, Licensee must indicate in writing the reasons for not hiring said applicant.

E. Licensee shall submit quarterly hiring summaries to M.E.T. and the Commissioner detailing all personnel actions (hiring, termination, transfers, promotions, separations, etc.) and First Source involvement therein. M.E.T. will track job retention of applicants employed by Licensee under this Agreement for one hundred twenty (120) days after hiring. Licensee agrees to cooperate fully in M.E.T.'s monitoring efforts.

F. If, at any time during this Agreement, the Director of M.E.T., or designee, determines that Licensee has failed to use its best faith efforts to comply with the First Source requirement of this Agreement, the Director of M.E.T., or designee, shall notify in writing ("Noncompliance Determination Notice") Licensee of the basis for the determination and request Licensee's response to said Noncompliance Determination Notice. The Noncompliance Determination Notice shall specifically state each violation. Licensee shall specifically respond in writing to Licensor within ten (10) days after the date of the Noncompliance Determination Notice and show cause why such determination should not be sustained. The Director of M.E.T. shall review Licensor's response and shall make a determination on whether the Noncompliance Determination shall be sustained, in whole or part, and in the event of noncompliance may assess against Licensee liquidated damages in an amount of dollars not to exceed $1,000.00 per violation or order such remedial action as said Director may deem appropriate. In the event Licensee disputes the Director's determination of Licensee's failure to use its best efforts to comply with the First Source requirements of this Agreement, Licensee may within ten (10) days after the date of such notice of noncompliance request that the matter be referred to a review panel for final determination. Failure to request a review of the Director's determination mination within the time specified herein shall be deemed an acceptance of Director's determination and a waiver of Licensee's rights to contest such determination by administrative, judicial or other appeal. Upon Licensee's timely request, a three person review panel will be organized and shall be comprised of one representative selected by Licensee, one representative selected by Director of M.E.T., and a third representative who shall be mutually acceptable to the arbitrators selected by Licensee and the Director of M.E.T. This review panel shall determine only the issue in each instance of whether or not the Licensee has failed to proceed in good faith in its rejection or refusal to employ a referred applicant. The determination of the review panel shall be the final determination and shall not be subject to administrative, judicial or other appeal. All costs of review shall be shared equally by Licensor and Licensee.

Section 16.

Indemnity.

Licensee does hereby covenant and agree to indemnify, save and hold harmless and forever defend Licensor from all fines, suits, claims, demands and actions of any kind and nature, including antitrust claims, by reason of any and all of its operations hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property.

Section 17.

Inspections.

Licensee shall allow Licensor's authorized representative access to the Premises at all reasonable hours, for the purpose of examining and inspecting said Premises, for purposes necessary, incidental to or connected with the performance of its obligation hereunder, or in the exercise of its governmental functions.

Section 18.

Ingress And Egress.

Subject to regulations governing the use of the Airport, Licensee, his agents and servants, patrons and invitees, and his suppliers of services and materials shall have the right of ingress to and egress from the Premises granted to Licensee; provided, however, that the suppliers of services and materials, or stock shall do so in such reasonable manner and at such times as not to interfere with normal airport operations.

Section 19.

Assignment And Subletting.

Licensee shall not assign, transfer, sublease, pledge, surrender (including transfers by operation of law) or otherwise encumber or dispose of this Agreement or any rights or privileges created hereby, or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the Premises, without the written consent of the Commissioner being first obtained, which consent shall not be unreasonably withheld or delayed.

Any substantial change in ownership or proprietorship of Licensee, which has not received the prior written approval of the Commissioner and which in the opinion of the Commissioner is not in the best interest of the Licensor or the public, shall be subject to the remedies available in Section 23 hereof.

Section 20.

Signs.

Licensee shall not erect, install, operate nor cause or permit to be erected, installed or operated in or upon the Premises herein, the terminal buildings, or the Airport, any signs or other similar advertising device without first having obtained the Commissioner's written consent thereto, which consent shall not be unreasonably withheld or delayed.

Section 21.

Redelivery.

Licensee will make no unlawful or offensive use of said Premises and will at the expiration of the term hereof or upon any sooner termination thereof without notice, quit and deliver up said Premises to Licensor and those having its estate in the Premises, peaceably, quietly and in a good order and condition, reasonable use and wear excepted, as the same now are or may hereafter be placed by Licensee or Licensor.

Section 22.

Subject To Airline Agreements, Nondiscrimination And F.A.A. Requirements.

A. This Agreement is subject to the provisions of Article XVI of that certain Agreement entitled "Amended and Restated Airport Use Agreement and Terminal Facilities Lease" and the further provisions, including the right of cancellation of Section 6.04, Article VI of that certain Agreement entitled "Lease of Terminal Facilities" and to such other provisions of said related Agreements as may be pertinent as entered into between the Licensor and scheduled airlines governing use and operation of the Airport.

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

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964--1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, *et seq.*; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, *et seq.*, and all amendments to those Statutes and Executive Orders and Regulations of the United States Departments of Labor, Transportation, and Health, Education and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21, to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A; and to Executive Order 85-2 issued by Mayor Harold Washington.

To demonstrate compliance, Licensee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations or the Department of Aviation.

C. Nondiscrimination in the Use of the Premises by Licensee. This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program and the Federal Aviation Administration, and therefore involves activity which services the public.

Licensee, for himself, his personal representatives, successors in interest, heirs and assigns, as part of the consideration hereof, does hereby covenant and agree, that (1) no person shall be excluded on the grounds of race, color, or national origin from participation in, denied benefits of, or otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvement on, over, or under such land and the furnishings of services thereon, no person shall be excluded on the grounds of race, color, or national origin from participation in, denied benefits of, or otherwise subjected to discrimination; and (3) that Licensee shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations which may be applicable to Licensee.

In the event of the breach of any of the above nondiscrimination covenants, Licensor shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

Section 23.

Non-Waiver.

Any waiver or any breach of covenants herein contained to be kept and performed by Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

Section 24.

Default.

A. Event of Default. Licensee shall be in default under this Agreement if:

1. Licensee shall fail duly and punctually to pay any and all fees due hereunder, or to make any other payment required hereunder, when due to Licensor; or

2. Licensee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or of any state thereof, or consent to the appointment of a receiver, trustee or liquidator of any or substantially all of its property; or

3. A petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, shall be filed against Licensee and shall not be dismissed within sixty (60) days after the filing thereof; or

4. By order or decree of a court, Licensee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if Licensee is a corporation, by any of the stockholders of Licensee seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof; or

5. By or pursuant to, or under authority of, any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of Licensee, and such possession or control shall continue in effect for a period of fifteen (15) days; or

6. The interest of Licensee under this Agreement shall be transferred, without the approval of Licensor, by reason of death, operation of law, assignment, sublease, or otherwise, to any other person, firm or corporation; or

7. Licensee shall voluntarily abandon, desert or vacate any part of the Premises or discontinue its operations thereat; or

8. Any lien shall be filed against the Premises or Licensee's interest hereunder because of any act or omission to act of Licensee, and shall not be discharged by Licensee or contested in good faith by proper legal proceedings commenced within thirty (30) days after receipt of notice thereof by Licensee; or

9. Licensee shall fail to keep, perform and observe each and every promise, covenant and agreement set forth in this Agreement and such failure shall continue for a period of more than thirty (30) days after delivery by Licensor of a written notice of such breach or default, except where fulfillment of its obligation requires activity over a period of time and Licensee has commenced in good faith to perform whatever may be required for fulfillment within thirty (30) days after receipt of notice and continues such performance without interruption except for causes beyond its control; or

10. Licensee shall use or give its permission to any person to use any portion of airport, terminal buildings or Premises used by Licensee under this Agreement for any illegal purpose.

11. Licensee shall be in default under any other agreement with Licensor.

B. Licensor's Remedies. If a default under this Agreement shall occur, Licensor may elect to:

1. Terminate this Agreement without prejudice to any other remedy or right of action for arrearages of license fees under Article III; or

2. Allow this Agreement to continue in full force and effect and to enforce all of Licensor's rights and remedies hereunder, including, without limitation, the right to collect rent as it becomes due together with interest thereon at the rate of one and one-half percent (1-1/2%) per month.

Licensor will not be deemed to have terminated this Agreement in the absence of service of written notice upon Licensee to that effect.

In the event of any termination based on a default, Licensor shall have the option at once and without further notice to Licensee to enter the Premises and take exclusive possession of same. Licensor may remove or store any personal property located therein, at the sole cost and expense of Licensee without Licensor being liable to Licensee for damage or loss thereby sustained by Licensee.

Upon such termination by Licensor, all rights, powers and privileges of Licensee hereunder shall cease, and Licensee shall immediately vacate any space occupied by it under this Agreement. Licensee shall then have no claim of any kind whatsoever against Licensor, or its employees or agents by reason of such termination, or by reason of any act by Licensor incidental or related thereto.

In the event of the exercise by Licensor of such option to terminate, Licensee shall have no right to or claim upon any improvements or the value thereof, which may have been previously installed by Licensee in or on the demised premises.

The exercise by Licensor of any remedy provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to Licensor under law or equity.

Section 25.

Monetary Damages.

In the event Licensor elects to terminate this Agreement, Licensee shall pay to Licensor an amount equal to the sum of:

(a) All amounts owing at the time termination of the Agreement on account of breach of any term, covenant or condition of this Agreement including but not limited to unpaid license fees plus interest thereon on all such amounts from the date due until paid at the rate of one and one-half percent (1-1/2%) per month;

(b) Any other amount to compensate Licensor fully for all detriment proximately caused by Licensee's failure to perform its obligations hereunder or which in the ordinary course would likely result therefrom;

(c) The worth at the time of award of the amount by which the license fee and other sums payable hereunder, which would have been due after the date of termination of the Agreement and with respect to the balance of the term of the Agreement specified herein, exceeds the amount of such rental loss that the Licensee proves could be reasonably avoided. Efforts by Licensor to mitigate the damages caused by Licensee's default hereunder shall not constitute a waiver of Licensor's right to recover hereunder;

(d) The "worth at the time of award" of the amount referred to in subsection (c) hereof is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Chicago at the time of award plus one percent (1%).

Section 26.

Fines.

If a default be made by Licensee of any of the below numerated covenants, terms and conditions, Licensor may elect to impose the fines described below on the basis of per violation per day:

Violations	Section	Assessment
Violation of Use Clause	4	$15.00
Unauthorized Advertising or Signage	8(F)	$50.00
Failure to submit required documents and reports	3	$10.00

The exercise by Licensor of any remedy provided in this Agreement, shall be cumulative and shall in no way affect any other remedy available by Licensor under law or equity.

Section 27.

Independence Of Agreement.

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co- partners or joint venturers between the parties hereto, or as constituting Licensee as the agent, representative or employee of Licensor for any purpose or in any manner whatsoever. Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

Section 28.

Rules, Regulations, Laws, Ordinances And Licenses.

Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airport, terminal buildings, terminal concourse areas, the Premises and related facilities, which Licensee agrees to observe and obey. Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county and municipal governments which may be applicable to its operations at the Airport and shall obtain and maintain all permits and licenses necessary for its operations at the Airport. Licensee further agrees to pay all taxes imposed by law on the property or its operations.

Section 29.

Paragraph Headings.

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

Section 30.

Invalid Provisions.

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision herein contained shall not affect the validity of any other covenant, condition or provision, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Section 31.

Prohibition Of Recordation.

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

Section 32.

No Personal Liability.

The execution of this Agreement by any person in the name and on behalf of Licensor or of Licensee shall not, under any circumstances, subject such person to any individual or personal liability, present or future.

Section 33.

Construction Of Agreement.

The validity, construction and enforceability of this Agreement shall in all respects be governed by and construed in accordance with the law of the State of Illinois.

Section 34.

No Leasehold Interest.

Nothing in this Agreement is intended, or shall be deemed, to give rise to a lease of real estate by Licensor or Licensee. This Agreement constitutes a license agreement which permits Licensee to operate a concession in the Airport. No leasehold interest is hereby conveyed nor has any such interest ever been conveyed to Licensee or Licensor.

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

[Signatures forms omitted for printing purposes.]

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

[Exhibits A, B and C printed on pages 5502 through 5504 of this Journal.]

EXECUTION OF HEALTH SNACK CONCESSION AGREEMENT WITH NATIONAL ENERGY UNLIMITED OF CHICAGO, DOING BUSINESS AS "THE GROVE" AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

(Continued on page 5505)

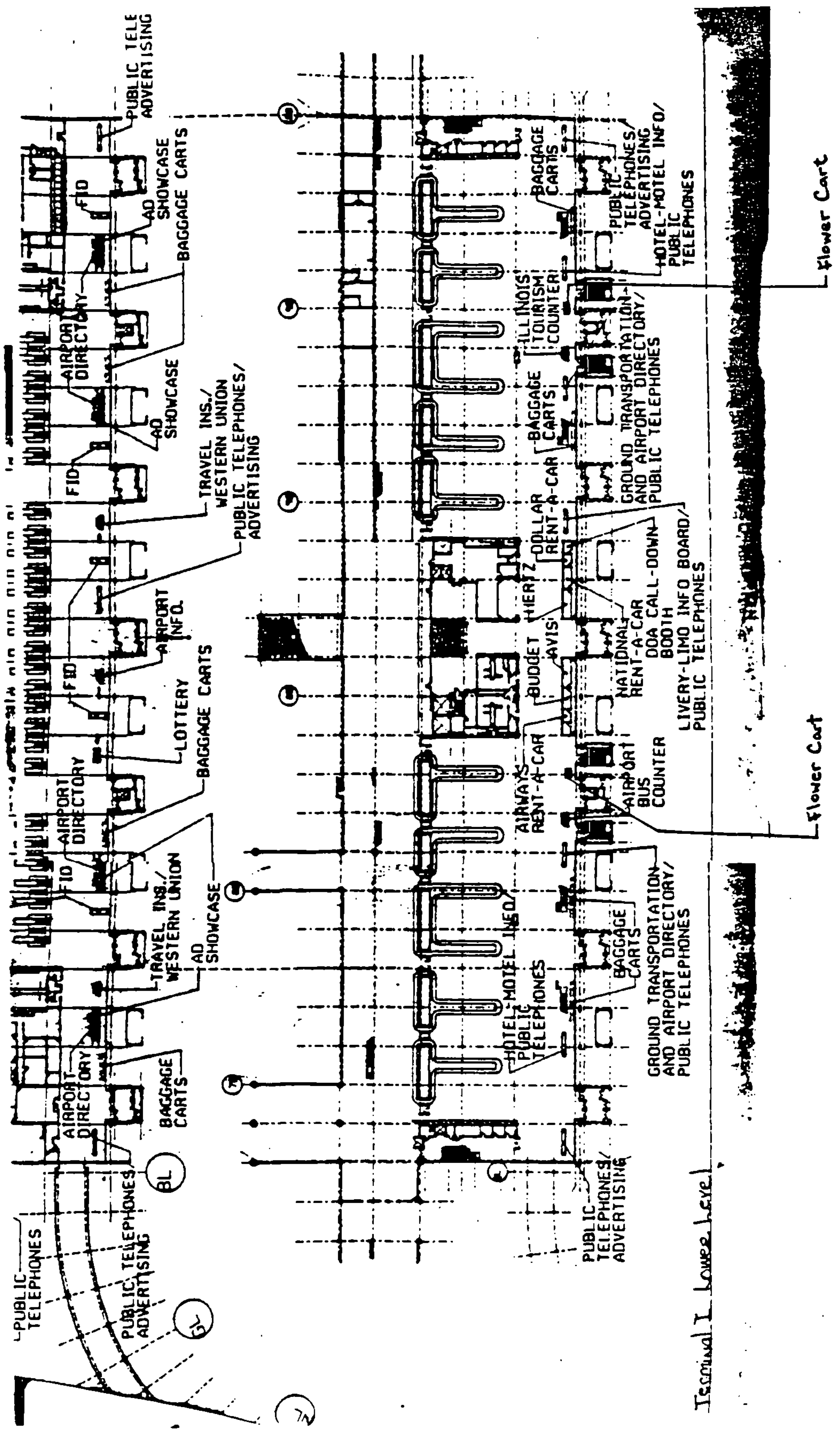
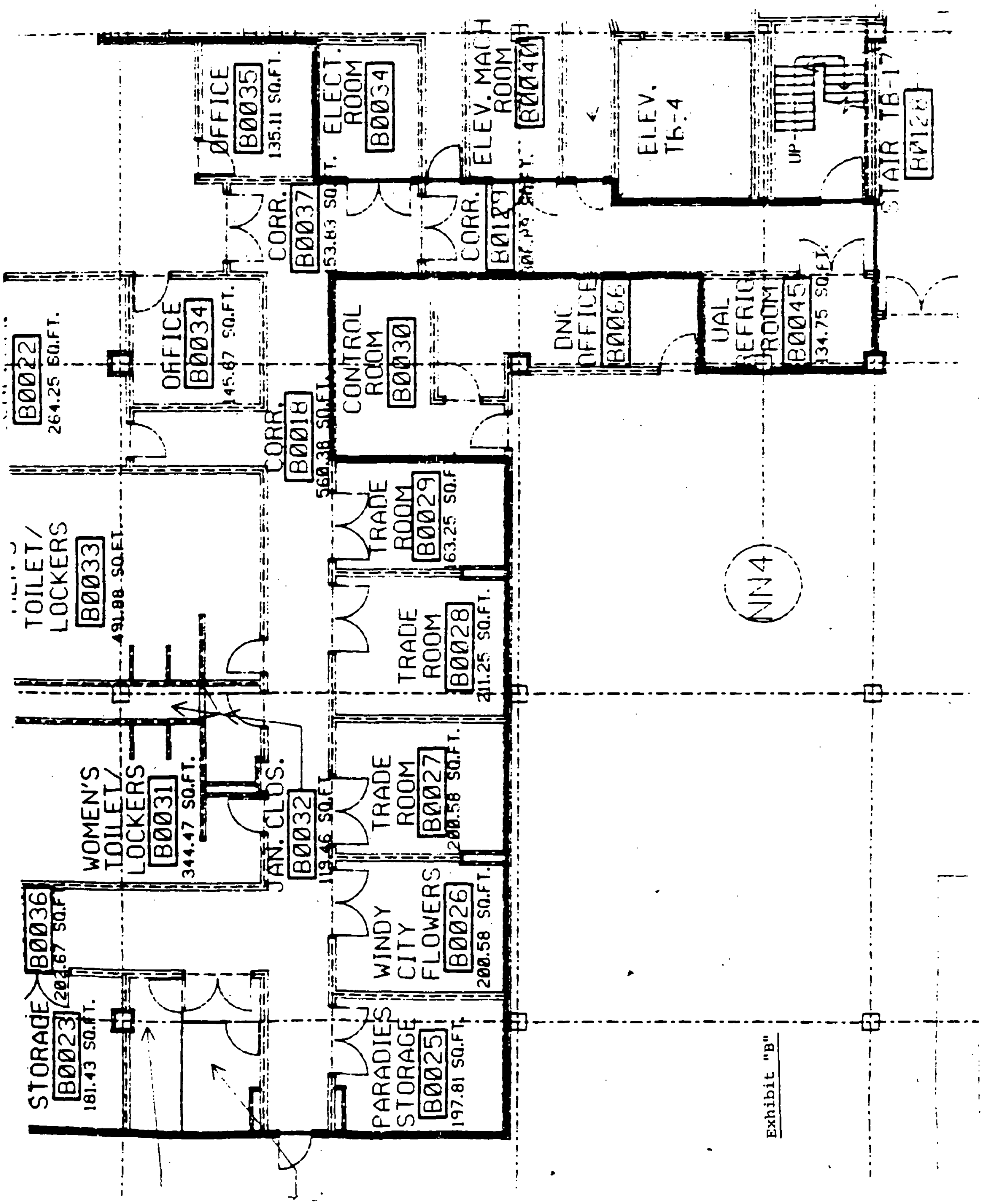

Terminal I Lower Level
PUBLIC TELEPHONES
PUBLIC TELEPHONES ADVERTISING
PUBLIC TELE ADVERTISING
AIRPORT DIRECTORY
BAGGAGE CARTS
AD SHOWCASE
FID
TRAVEL INS./ WESTERN UNION
PUBLIC TELEPHONES/ ADVERTISING
AIRPORT INFO.
LOTTERY
HOTEL-MOTEL INFO
PUBLIC TELEPHONES
GROUND TRANSPORTATION AND AIRPORT DIRECTORY/ PUBLIC TELEPHONES
AIRWAYS RENT-A-CAR
AIRPORT BUS COUNTER
BUDGET
AVIS
NATIONAL RENT-A-CAR
DOA CALL-DOWN BOOTH
LIVERY-LIMO INFO BOARD/ PUBLIC TELEPHONES
HERTZ
DOLLAR RENT-A-CAR
ILLINOIS TOURISM COUNTER
HOTEL-MOTEL INFO/ PUBLIC TELEPHONES
PUBLIC TELEPHONES/ ADVERTISING
PUBLIC TELEPHONES/ ADVERTISING
Flower Cart
Flower Cart

Exhibit "A"


OFFICE
B0035
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ELECT. ROOM
B0034
ELEV. MACH ROOM
ELEV. TB-4
STAIR TB-1
CORR.
B0037
53.83 SQ
CORR.
OFFICE
B0034
145.87 SQ.FT.
B0022
264.25 SQ.FT.
CONTROL ROOM
B0030
DNC OFFICE
B0066
REFRIG ROOM
B0045
134.75 SQ.FT.
CORR.
B0018
560.38 SQ.FT.
TOILET/ LOCKERS
B0033
491.88 SQ.FT.
TRADE ROOM
B0029
63.25 SQ.FT.
TRADE ROOM
B0028
211.25 SQ.FT.
NN4
WOMEN'S TOILET/ LOCKERS
B0031
344.47 SQ.FT.
JAN. CLOS.
B0032
19.46 SQ.FT.
TRADE ROOM
B0027
200.58 SQ.FT.
B0036
202.67 SQ.FT.
WINDY CITY FLOWERS
B0026
200.58 SQ.FT.
STORAGE
B0023
181.43 SQ.FT.
PARADIES STORAGE
B0025
197.81 SQ.FT.

Exhibit "B"

Exhibit "C".

Analysis Of Product Price.

Description	Price		% Of Total Sales
Roses	$1.50-$3.50	75	
Roses/dozen	$45.00	*	5
Bunch (seasonal)	$7.00	*	20

Note: These prices include taxes and may vary with seasonal availability.

Credit card charges will be accepted in purchases over $10.00 and will be priced 4% over the above figures.

*Includes promotional box.

(Continued from page 5501)

The Committee on Aviation submitted the following report:

CHICAGO, October 27, 1987.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance authorizing the execution of a concession license agreement with National Energy Unlimited of Chicago d/b/a "The Grove" for the operation of a health snack concession at Chicago O'Hare International Airport (referred on October 15, 1987) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) 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, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

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, approved 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 Health Snack Concession License Agreement for certain premises in the Terminal Building at Chicago O'Hare International Airport, said Agreement to be substantially in the following form:

Health Snack Concession License Agreement.

This Agreement made this _______ day of ________________, 19___, by and between the City of Chicago, a municipal corporation and home rule unit of government under the Constitution of the State of Illinois by and through its Department of Aviation (hereinafter referred to as "Licensor") and Natural Energy Unlimited of Chicago, d/b/a "The Grove", an Illinois partnership (hereinafter referred to as "Licensee").

Witnesseth:

Whereas, Licensor owns and operates the airport, containing certain terminal buildings and certain terminal concourses in which retail sales areas are located, known as Chicago O'Hare International Airport (hereinafter referred to as "Airport"), situated in the City of Chicago, Counties of Cook and Du Page, State of Illinois; and

Whereas, Licensee desires to obtain from Licensor a license to operate a concession with certain privileges and rights in certain Airport terminal buildings; and

Whereas, Licensee represents that it is ready, willing and able to conduct the operation of a concession at the Airport; and

Whereas, the Licensor has determined after careful examination and review of various proposals that Licensee is best qualified to operate a concession at the Airport and Licensor deems it in the public interest and beneficial to itself and to its operation of the Airport to grant unto the Licensee a license to operate said concession and the rights and privileges as herein set forth;

Now, Therefore, for and in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

Part I--Special Provisions.

Section 1.

Premises.

A. Premises. Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, does hereby grant unto Licensee upon the conditions hereinafter set forth, all of which Licensee accepts, the following space (sometimes referred to herein as the "Concession Operations Space") located on the Airport property to be used for the purpose of operating a health snack concession and for no other purpose:

Space No. B-UL-2 and C-UL-2 consisting of eighty-four (84) square feet, in Terminal Building 1 (Exhibit A); and the following space (sometimes referred to herein as

"Concession Storage Space") to be used as storage areas for said concession and for no other purpose:

Space No. B0023, consisting of one hundred eighty-one (181) square feet in Terminal Building 1 (Exhibit C); and

all space as indicated on Exhibit(s) A and B attached hereto and made a part hereof (the Concession Operations Space and the Concession Storage Space collectively referred to herein as "the Premises"). The concession storage space as indicated above will serve as temporary storage only. Permanent storage space will be assigned at a future date and will be addressed by appropriate amendment hereto.

B. Purpose/Operating Rights. Licensor grants to Licensee a nonexclusive privilege, in common with others that Licensor may from time to time authorize, to operate a concession at the Airport, and for no other purpose whatsoever.

C. Additional Operations. The Commissioner of Aviation of the City of Chicago ("Commissioner") reserves the right to require and may, but shall not be obligated to, require Licensee to operate such additional locations at the Airport that may become available and that the Commissioner may designate during the term of this Agreement on the same terms and conditions set forth herein except the Minimum Guarantee License Fees (as hereinafter defined) set forth in Section 3 shall be increased proportionately based on the additional space; provided, there is sufficient time to amortize Licensee's investment in capital improvements for such additional locations.

Section 2.

Term.

The term of this Agreement shall commence on the earlier of:

(a) The sixtieth (60th) day after approval of this Agreement by the City Council of the City of Chicago ("Commencement Date");

(b) The date of beneficial occupancy ("Operation Date"), which shall be the first date that the concession is open to the public and shall continue thereafter for a period of five (5) years, unless sooner terminated or cancelled as hereinafter provided.

The parties agree that in the event that Licensee is not open to the public for business on the date of commencement of this Agreement, as determined above, it will be impractical and extremely difficult to fix the actual damages to the Licensor, therefore, the parties agree that, in such event, the sum of Two Hundred Fifty Dollars ($250.00) per day plus minimum rent prorated over the number of days which Licensee fails to open to the public for business shall be paid by Licensee to Licensor as liquidated damages, such sum representing a reasonable approximation of the damages apt to be suffered by the Licensor.

In the event Licensee shall, with the consent of the Licensor, hold over and remain in possession of the granted Premises after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to- month on the same terms, conditions, and covenants, including consideration, herein contained.

In the event that air transportation operations are totally discontinued at the Airport, then this Agreement shall terminate, except with respect to the payment of outstanding fees and charges and the performance of other conditions, obligations and liabilities arising prior to said termination.

Section 3.

License Fee.

A. Fixed, Percentage, Minimum and Additional Fees to be Paid. Subject to the provisions and covenants contained in Section II, during the term of this Agreement, Licensee agrees to pay Licensor the following fees:

(1) Annual Fixed License Fee. A license fee of Thirty Dollars ($30.00) per square foot per annum ("Fixed License Fee") for the Premises upon Section 1 (A), excluding B-UL-2 and C-UL-2, and at the same rate for any additional space granted under this Agreement.

(2) Minimum Guarantee License Fee/Percentage License Fee. The greater amount of:

(a) An annual minimum percentage license fee (the "Minimum Guarantee License Fee") of Sixty-one Thousand Nine Hundred and Twenty Dollars ($61,920) per annum for the period beginning on the Operations Date and ending three hundred sixty-five (365) days thereafter. During the remainder of the term of this Agreement, the minimum annual percentage fee shall be an amount equal to eighty percent (80%) of the actual amount paid in the previous year as Percentage License Fees, but in no case is the Minimum Guarantee License Fee (as hereinafter defined) for a subsequent year to be less than Sixty-one Thousand Nine Hundred and Twenty Dollars ($61,920) or the direct proportion of that amount that the elapsed time bears to a full year in the case that the final portion of this Agreement or any extension of this Agreement, is not a full year.

(b) Percentage License Fee. A percentage license fee of fifteen percent (15%) of the gross receipts per annum derived by Licensee from operations at the Airport ("Percentage License Fee").

B. Schedule of Payments. Licensee shall pay each month in advance to the City Comptroller of the City of Chicago ("City Comptroller") the sum equal to one-twelfth (1/12) of the fixed license fee and one-twelfth (1/12) of the appropriate Minimum Guarantee

License Fee. The initial monthly payment of said Minimum Guarantee License Fee shall commence on the Operation Date.

Licensee, within twenty (20) days of the end of each calendar month, shall pay to the City Comptroller a sum equal to the amount of the hereinabove described Percentage License Fee for said calendar month which exceeds the amount prepaid as Minimum Guarantee License Fee for that month.

Licensee, within twenty (20) days of the end of each calendar month, shall furnish a separate monthly report certified by an officer of Licensee, of gross receipts at each location at the Airport, to the City Comptroller and the Commissioner. The form of said monthly report will be provided by Licensor to Licensee in advance of the Operation Date.

Additional payments required by adjustments, if any, for fees payable in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by paragraph D of this Section 3. The Minimum Guarantee License Fee is intended to be and is an annual fee and not a monthly license fee.

C. Pro Rata Payment. Except as otherwise specifically provided herein, if the commencement or termination of this Agreement falls upon any date other than the first or last day of any calendar month, the applicable fees and charges for said month shall be paid by Licensee to Licensor pro rata in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

D. Interest for Late Payment. Without waiving any other right of action available to Licensor in the event of delinquency by Licensee for a period of ten (10) days or more in its payment to Licensor of the above fees and charges, and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of eighteen percent (18%) per annum from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee until such dispute is settled and no interest shall be paid if Licensee prevails in such dispute.

E. Records of Licensee. The Licensee shall, with respect to business done by it in said concession operation, keep true and accurate accounts, records, books, and data, which shall, among other things, show all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not) and, also, the gross receipts of said business, and the aggregate amount of all sales and services and orders, and of all the Licensee's business done upon and within said concession area. All records, methods of accounting and cash registers used by Licensee shall be approved by the City Comptroller. The term "gross receipts" as used herein, shall be construed to mean, for all the purposes hereof, the aggregate amount of all sales made and services performed for cash, credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise and services for like property, or services, at the selling price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater. Licensee agrees to maintain an adequate and reasonable system of internal control to insure that sales are properly reported to the Licensor. The internal controls should include features normally employed by well managed retailers. The internal control procedure must be described by

Licensee in writing and submitted to the City Comptroller prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller and the Commissioner in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

The term "gross receipts" shall exclude: (1) federal, state, municipal or other governmental excise taxes (except federal manufacturer's excise taxes), use, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its sublicensees directly from patrons or customers, or as a part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse Licensee or its sublicensee from paying to governmental agencies all taxes for which it may be liable to them; (2) sales made to employees at a discount to the extent of the discount; (3) refunds for merchandise returned by customers because of their dissatisfaction therewith.

F. Books, Records and Audits. Licensee shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner and the City Comptroller or their duly authorized representatives, at reasonable times during business hours, and such representatives of Licensor shall be permitted to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder. Alternatively Licensee may at its option, provide transportation expenses for a representative of Licensor to examine Licensee's books and records at a location other than in the City of Chicago.

Within one hundred twenty (120) days of the signing of this Agreement, Licensee shall furnish Licensor with a written statement indicating Licensee's election to report either on a calendar year or on a fiscal year basis; such letter shall explain Licensee's fiscal year if elected. Within one hundred twenty (120) days after the close of each calendar or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, Licensee will provide Licensor with a "Statement of Sales and Fees" representing sales and fees by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. Licensee must inform Licensor of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to Licensor.

The following is an example of an opinion which would satisfy these requirements:

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales and rents reported to the City of Chicago by ____________________ an ______________ corporation, for the year ended ______________ relating to the ________________ concession operations at Chicago O'Hare International Airport pursuant to an Agreement between the City of Chicago and ____________________ dated ____________________. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we consider necessary in the circumstances.

In our opinion, the accompanying statement of sales and fees showing gross sales of _______ and total fees of _______ presents accurately and fairly the amount of gross sales and fees, as defined in the Agreement, for the year ended ___________."

If the opinion of the independent certified public accountant is inadequate, unqualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense.

Licensee shall, upon request, furnish such other further financial or statistical reports as Licensor may, from time to time, require.

Section 4.

General Description Of The Concession.

A. Merchandise. Licensee shall have the right to operate a snack concession at the Airport and in connection therewith shall have the right to and shall sell items subject to the limitations set forth below. Licensee shall engage in no other business activity on the Airport or Premises and shall not sell items other than those enumerated below on the basis indicated without written authorization of the Commissioner.

Licensee shall be permitted to sell and shall sell on a non-exclusive basis those items set forth in Exhibit C attached hereto.

Except with the prior written approval of the Commissioner, Licensee shall not install or operate any coin-activated vending machines or devices of any nature, kind or type. Licensee also shall not place or install any racks, stands or display of merchandise or trade fixtures directly on the boundaries or outside the boundaries of the licensed Premises without the prior consent of the Commissioner.

B. Conflicts between Concessions. In the event of a conflict between Licensee's concession and any other licensee at the Airport as to the items and merchandise to be sold by the respective licensee and concessionaires, Licensee agrees that the Commissioner shall make the final decision as to which items of merchandise may be sold by this Licensee and agrees to be bound by such decision of the Commissioner.

C. Operation of Premises. Licensee understands and agrees as a material condition of this Agreement that it shall use its best efforts to display and sell merchandise representative of Chicago and the Chicagoland area. The intent of this clause is not to encourage the retailing of only souvenir items, but many other items representative of the geographical area surrounding the Airport. Licensee understands that it is the Licensor's intent that concession operations at the Airport should reflect this geographical diversity in both their displays and offerings.

Not less than eighty-five percent (85%) of the Premises shall be used at all times through the term of this Agreement as public area for the display and sale of retail merchandise. Licensor agrees that the intent of this provision is to insure a minimum amount of retail sales area and not to preclude Licensee from utilizing all of the Premises as retail sales area.

Licensee understands and agrees that its operation under this Agreement is a service to airline passengers and the users of the Airport, and that Licensee shall conduct its operation in a first-class, businesslike, efficient, courteous, and accommodating manner. The Commissioner shall have the right to make reasonable objections to the quality of articles sold, the character of the appearance and condition of the Premises. Licensee agrees to promptly discontinue or remedy any such objectionable practice. Failure to comply with the foregoing shall constitute a material breach of this Agreement.

Licensee understands and agrees that its operation at the Airport necessitates the rendering of the following public services: making reasonable change, giving directions and assisting the public generally.

Licensee shall conduct a businesslike operation on the Premises and carry in stock on the Premises sufficient merchandise to stock the same fully. All merchandise must be top quality, new and fresh. Licensee shall maintain an adequate sales force on the Premises and use the utmost skill and diligence in the conduct of Licensee's business in the Premises. All employees of Licensee shall be courteous and helpful to the public.

Licensee shall designate a local representative experienced in management and supervision who has sufficient authority and responsibility to insure proper operation of the concession, to render decisions and to take all necessary action in connection with this Agreement. Such a person (or his or her authorized representative) shall be available whenever the concession is in operation.

Licensee covenants to take all reasonable measures in every proper manner to maintain, develop, and increase the business conducted by it and that Licensee will not divert or cause or allow to be diverted any business from the Airport.

Section 5.

Investment By Licensor And Licensee.

A. Renovation. Licensee agrees, as a necessary condition of this Agreement, to completely construct, furnish and equip the concession operations areas designated on Exhibit A. The remodeling or construction of concession operations areas is to begin within thirty (30) days after the Commencement Date and shall be completed within sixty (60) days after the Commencement Date. Failure to complete construction within said sixty (60) day period may, in the discretion of the Commissioner, result in termination of this Agreement.

All such improvements, decor and equipment as are applicable to the areas designated on Exhibit A as are specified hereinafter as the responsibility of Licensee shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensor, in the minimum amount of One Hundred Forty Thousand Dollars ($140,000.00) per square foot.

Upon completion of construction, Licensee shall provide Licensor a statement certified by its architect, setting forth the total construction costs, the appropriate detail showing the costs of elements of decoration, furnishings, fixtures and equipment. Licensee shall make available to Licensor at Licensor's request, receipted invoices for labor and materials covering all construction and trade fixtures, including furniture, fixtures and equipment. The minimum investment may not include financial costs, interest, inventory, pre-opening expenses or intra-company charges related to construction (except architectural and engineering charges which shall not exceed 15% of total construction costs). If the said investment cost is in excess of ten percent (10%) less than the minimum required, the difference will be paid to Licensor within sixty (60) days after completion of construction. If the Licensor disputes the amount of investment claimed by Licensee, the Licensor may, at its expense, hire an independent appraiser to determine the cost of the investment. If the independent appraiser determines that the investment is less than the minimum required, the difference, as well as Licensor's cost of hiring such independent appraiser, will be paid to Licensor by Licensee within sixty (60) days of the appraiser's determination.

B. Installations by Licensor and by Licensee. In the concession operations space designated on Exhibit A attached hereto, Licensor will provide the following improvements:

(1) Ceilings:

Combination suspended linear aluminum, perforated, with mylar faced fiberglass acoustical batts; 5/8" gypsum board; and painted extruded aluminum reveals in a coffered configuration. Fascia facing exterior wall shall be painted radiant metal panel. Hinged access panels shall be provided for access to mechanical equipment.

(2) Flooring:

Terrazo tile.

(3) Heating, Ventilation and Air Conditioning:

Ventilation shall be provided by a supply air plenum ceiling via perforated filler strips between linear aluminum planks. Radiant metal panel fascia included as portion of ceiling.

(4) Fire Protection:

Concealed sprinkler heads and sidewall type sprinkler heads shall be provided as required.

(5) Lighting:

Special lighting fixtures with custom metal housing and diffusers. Lamps to be initially furnished and installed by Licensor. Subsequent relamping shall be performed by Licensor at Licensee's expense.

In these same spaces Licensee will provide:

C. Improvements, Equipment And Decor Installation By Licensees At The Airport:

(1) Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession areas more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the Airport and shall be not less than or equal to other quality stores at other Airports. All work shall be done in a good and workmanlike manner with materials of the highest quality.

(2) Complete plans and specifications, including the choice and types of all materials to be used in the work, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner, and shall meet all local building codes and ordinances.

(3) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the Concession shall be subject at all times to inspection by Licensor. Licensee shall give or cause to be given to the Commissioner and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications and shall maintain all necessary and adequate insurance coverages as may be reasonably determined by Licensor.

(4) Licensee shall at all times throughout the term hereof maintain the improvements and all other portions of the Premises in good and serviceable condition and repair except structural maintenance, which shall be the responsibility of Licensor pursuant to Section 9 of this Agreement.

(5) Licensee shall keep the Premises and the improvements and facilities constructed thereon free and clear of any and all mechanics' and materialmen's liens. Licensee may in good faith contest the validity of any lien, provided that it supplies Licensor with such bond or other security Licensor deems acceptable.

(6) In the event that all or part of the Premises are reasonably required for Airport purposes that are neither capricious nor arbitrary prior to the expiration of this

Agreement, the Commissioner may upon sixty (60) days advance written notice to Licensee, direct Licensee to vacate the same provided that Licensor, within sixty (60) days after Licensee's removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures and improvements constructed and installed upon the Premises required to be vacated; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof. Licensor will use its best efforts to provide comparable substitute space. In this event, Licensor shall adjust proportionately the Fixed License Fee and the Minimum Guarantee License Fee specified in Section 3 (A) in amounts proportional to reflect the increased or decreased square footage. Licensee shall have the right to accept or reject any substitute areas proposed by Licensor.

D. Concession Area Layout and Decoration. Licensee shall be entitled to lay out the space as it desires, subject to written approval of the Commissioner in advance of any installation, which approval shall not be unreasonably withheld.

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall construct no improvements or make no alterations, additions or replacements without obtaining the Commissioner's written approval in advance thereof. Licensee shall deliver to the Commissioner detailed plans and specifications for all the work. Not in limitation of the foregoing, Licensee shall obtain prior approval from the Commissioner and the Commissioner of Public Works before installing, at its own expense, any equipment which requires new electrical or plumbing connections or changes in those installed on the Premises as of the effective date of this Agreement.

Section 6.

Concessionaire's Bond.

At the time of the execution hereof, Licensee shall, at its own expense, execute and deliver to the City Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety or irrevocable letter of credit, if applicable to Licensor, in the sum of Thirty Thousand Nine Hundred Sixty Dollars ($30,960) which bond or irrevocable letter of credit shall guarantee faithful performance of each and every provision of this Agreement.

Section 7.

Notices.

Notices of Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to Commissioner, Department of Aviation, 20 North Clark

Street, Chicago, Illinois 60602, and notice to Licensee if sent by certified mail, postage paid, addressed to Licensee at 108 Royal Street, New Orleans, Louisiana 70130 or to such other addresses as the parties may designate to each other in writing from time to time. Notice shall be deemed given on the date such notice is deposited in the United States mails.

Part II--General Provisions.

Section 8.

Services To Be Performed By Licensee.

A. Hours of Operation. The concession at the Airport shall remain open to serve the public at least sixteen (16) hours a day from 7:00 A.M. to 11:00 P.M., seven (7) days per week, provided, however, that if the Commissioner deems it necessary, Licensee agrees to remain open for longer periods as directed in writing by said Commissioner.

B. Personnel. Licensee's employees shall be clean, courteous, efficient and neat in appearance. Licensee's employees while on duty shall be identified as such by uniform. Licensee shall not employ any person or persons in or about the Premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. Licensee agrees to dispense with the services of any employee whose conduct the Commissioner deems to be in violation of local, state or federal laws or who does not perform in accordance with the requirements of this paragraph.

C. Laws, Ordinances, etc. Licensee shall observe and obey all the laws, ordinances, regulations, and rules of the federal, state, county and municipal governments which may be applicable to its operations at the Airport.

D. Trash, Garbage, etc. Licensee at its own cost and expense shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. Licensee shall provide and use suitable covered metal receptacles for all garbage, trash and other refuse on or in connection with the Premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the Premises, is forbidden. Such trash, garbage, and other refuse shall be disposed of between the hours of 12:00 midnight and 8:00 A.M. each day in a place to be designated by the Commissioner with access to be provided by Licensor.

E. Operation Costs. Licensee shall bear at its own expense all costs of operating the concession, and shall pay in addition to the license fees all other costs connected with the use of the Premises and facilities, rights and privileges granted, including, but not limited to all maintenance, insurance, taxes, janitor service and supplies, permits and license costs.

F. Signs and Advertising. Licensee may, at its own expense, install and operate necessary and appropriate identification signs at the Airport for its purpose subject to the prior approval of the Commissioner as to the number, size, height, location and general type and design. Such approval shall be subject to revocation by the Commissioner at any time.

Without express written consent of the Commissioner, Licensee shall not display any advertising, promotional or informational pamphlets, circulars, brochures or similar materials.

G. Public Address System. Licensee shall permit the installation in the Premises of a system for flight announcements and other information broadcast over that system, if in the opinion of the Commissioner, such installation is necessary.

H. Maintenance. Licensee shall at its own expense maintain the Premises, all of its leasehold improvements and trade fixtures, enclosure walls and doors in good order and repair, keeping the same clean, safe functioning and sanitary. Licensee shall keep clean the interior and exterior of all glass enclosures. Licensee shall provide at its own expense janitorial service to the premises in order to comply with the foregoing. Licensee agrees to maintain and to repair at its own expense any damages caused by its operation and to replace any facility of Licensor used by Licensee which requires replacement by reason of Licensee's use thereof, reasonable wear and tear excepted, with a facility of equal quality.

Section 9.

Services To Be Performed By Licensor.

Licensor will maintain the structure, the roof and exterior walls of the Terminal Building.

Licensor will not furnish janitorial service, interior or exterior window cleaning, guarding or custodial services, and will furnish no janitorial material or supplies for the Premises.

Section 10.

Quality And Price Control.

A. Merchandise. Licensee's initial schedule of merchandise items to be offered for sale from the Premises, and the prices to be charged therefor, shall be delivered to Licensor prior to commencement of this Agreement. Licensee shall offer for sale only goods of premium quality. For such goods, Licensee shall charge fair and reasonable prices. When an item has a suggested retail price premarked and established by the manufacturer or distributor, Licensee shall not charge the public a price higher than such suggested retail premarked price. When an item has no suggested retail price or premarked price, the item shall be sold at a price not higher than the average price charged for the same or substantially similar items at two similar high quality retail establishments in the Chicago area selected solely by the Commissioner. Licensee's initial schedule of merchandise items to be offered for sale from the Premises, and the prices to be charged therefor, shall be delivered to Licensor prior to commencement of this Agreement. Thereafter, prices may be decreased or increased as mutually agreed by Licensee and Licensor. In the event that Licensee adds merchandise items Licensee shall submit to Licensor not less than annually a schedule of such new merchandise items it proposes to be offered for sale on the Premises and the prices to be charged therefore. Thereafter, subject to the Commissioner's approval as to the sale of such new merchandise, prices for such new items may be decreased or increased in the same manner as aforesaid. If in the opinion of the Commissioner, the selection of items offered is inadequate, if the merchandise is not of high quality, if any of said prices, charges and rates are excessive or if any of said items is found to be objectionable for display and/or sale in a public facility, the Commissioner shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices and quality within thirty (30) days of being advised in writing by the Commissioner shall be cause for default by Licensor, under the provisions of Section 24.

B. Inspection and Review. Licensor may inspect Licensee's operations, including the quality and price of merchandise, the quality of service, and the maintenance of the Premises, at such reasonable times as Licensor shall deem necessary. Licensee shall cooperate in such inspections and provide any documentation reasonably required by Licensor.

Section 11.

Interruptions, Reduction And Cancellation Of Operations.

In the event of an interruption or reduction in concession services beyond the control of Licensee, including but not limited to acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline service except as provided below, riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion, revolutions, civil war, hostilities, war, the declaration or existence of the national emergency and condition arising therefrom, and such interruption or reduction of services results in reduction in passenger levels by fifteen percent (15%) per terminal building in which a concession operations area is located based upon the previous three (3) months' average, Licensor agrees that the obligation of Licensee for payment of the Minimum Guarantee License Fee shall be reduced proportionately after a thirty (30) day period and such reduction shall continue until such time as the passenger levels obtain a level equal to eighty- five percent (85%) of the average passenger level for said three (3) month period preceding the suspension. The Percentage License Fee and the Fixed License Fee shall not be affected. The above provision shall not apply to any reduction in passenger levels in Terminal II attributable to the withdrawal of United Airlines from Terminal II and Licensee agrees that there will be no reduction in license fees as a result of this withdrawal.

This Agreement shall be subject to cancellation by Licensee after thirty (30) days advance notice to Licensor, upon the occurrence of any one or more of the following events:

(1) The permanent abandonment of the Airport by Licensor.

(2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.

(3) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the entire Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.

Section 12.

Property Rights Upon Termination.

Title to all decorative work, improvements, finishings and equipment of such a nature as cannot be removed without substantial damage to the Terminal Building shall vest in Licensor at the expiration or earlier termination of this Agreement. All other equipment of such nature as to constitute trade fixtures shall remain the property of Licensee. At the date of expiration or earlier termination of this Agreement, Licensee may remove said trade fixtures or the Commissioner may require that Licensee remove same. Prior to the commencement of operation a list of such trade fixtures as mutually agreed upon shall be submitted in writing to Licensor by Licensee; said list may be subsequently amended during the term of this Agreement to reflect any changes in said trade fixtures.

Licensee shall make no substantial change, addition, or alteration in the Premises without prior written approval of Licensor.

Licensee may remove improvements, at its own expense, only with the prior written approval of the Commissioner, during the term of this Agreement. No such removal will be allowed in the event that Licensee is in default of any terms, covenants or conditions of this Agreement.

Licensee shall have no right to alter or remove improvements if such alteration or removal would cause substantial damage to Airport premises. In this event, Licensor may allow Licensee to make such removal or alteration on condition that Licensee completely repair any resulting damage at Licensee's own expense. Licensor may also agree to make the repairs on condition that Licensee reimburse Licensor for the total cost of such repairs.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that Licensee shall have no further claim, right, title or interest in or to any of the improvements installed by it under this Agreement, including but not limited to the enclosure walls and doors, subject to Licensor's right to require removal of any portion of said improvements and to restore the Premises wherein same were installed, or the affected portion thereof, to its original condition, reasonable wear and tear excepted.

Section 13.

Damage Or Destruction Of Premises.

A. Partial Destruction of Premises. In the event improvements on the Premises are partially damaged by any casualty covered under an insurance policy required to be maintained pursuant to this Agreement, then Licensee shall repair such damage as soon as reasonably possible and this Agreement shall continue in full force and effect. In the event improvements on the Premises are damaged by any casualty not covered under an insurance policy required to be maintained pursuant to this Agreement, then Licensor may, at Licensor's option, either (a) repair such damage as soon as reasonably possible at Licensor's expense, in which event this Agreement shall continue in full force and effect, or (b) give written notice to Licensee within thirty (30) days after the date of occurrence of such damage of Licensor's intention to cancel and terminate this Agreement with respect to the affected area as of the date of the occurrence of the damage; provided, however, that if such damage is caused by an act or omission to act of Licensee, its agent, servants or employees, then Licensee shall repair such damage, promptly at its sole cost and expense. In the event Licensor elects to terminate this Agreement pursuant hereto, Licensee shall have the right within ten (10) days after receipt of the required notice to notify Licensor in writing of Licensee's intention to repair such damage at Licensee's expense, without reimbursement from Licensor, in which event this Agreement shall continue in full force and effect and Licensee shall proceed to make such repairs as soon as reasonably possible. If Licensee does not give such notice within the ten (10) day period, this Agreement shall be cancelled and terminated as of the date of the occurrence of such damage. Licensor shall not be required to make reparation for any injury or damage by fire or other cause, or to make any restoration or replacement of any panelings, decorations, office and trade fixtures, partitions, railings, ceilings, floor covering, equipment, machinery or fixtures or any other improvements or property installed in the affected premises by Licensee or at the direct or indirect expense of Licensee. Licensee shall be required to restore or replace same in the event of damage.

B. Total Destruction of Premises. If the improvements in any single concession area or the entire Premises are totally destroyed during the term of this Agreement by any cause whether or not covered by the insurance required herein (including any destruction required by any authorized public authority), this Agreement shall automatically terminate with respect to said Premises as of the date of such total destruction.

C. Partial Destruction of Terminal Building. If fifty percent (50%) or more of a terminal building in which is located a concession operations area shall be damaged or destroyed by an insured risk, or if fifteen percent (15%) or more of the terminal building in which is located a concession operations area shall be damaged or destroyed by an uninsured risk, notwithstanding that the concession operations area is unaffected thereby, and if as a result of such damage or destruction flight operations with respect to said terminal building are terminated or substantially curtailed, Licensor and Licensee may agree to cancel and terminate this Agreement within ninety (90) days from the date of occurrence of such damage or destruction in which event the term of this Agreement shall expire on the mutually agreed upon date and Licensee shall thereupon surrender the affected concessions operations to Licensor.

D. Abatement of Rent; Licensee's Remedies. If the Premises are partially destroyed or damaged and Licensor or Licensee repairs them pursuant to this Agreement, the Fixed License Fee and Minimum Guarantee License Fee payable hereunder for the period during which such damage and repairs continued shall be abated in proportion to the extent to which Licensee's use of the Premises is impaired. Except for abatement of fees (if any), Licensee shall have no claim against Licensor for any damage suffered by reason of any such damage, destruction, repair or restoration. If Licensor shall be obligated to repair or restore the Premises under this section and shall not commence such repair or restoration within forty-five (45) days after such obligation shall accrue, Licensee at Licensee's option, may cancel and terminate this Agreement by written notice to Licensor at any time prior to the commencement of such repair or restoration. In such event, this Agreement shall terminate as of the date of such notice.

Section 14.

Insurance.

Licensee shall procure and maintain during the term of this Agreement the following insurance:

(1) Worker's Compensation, as required by Illinois law, with Employer's Liability limits not less than $1,000,000 each accident.

(2) Comprehensive General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations coverages.

(3) Comprehensive Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's Non-ownership Liability and Hired Auto coverages.

(4) Property Insurance on tenant improvements, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and

malicious mischief in the Premises in an amount equal to the full replacement value of tenant improvements, fixtures and equipment.

Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Property Insurance policies shall be endorsed to provide the following:

(1) To name as additional insured the City of Chicago, the Department of Aviation and its members, and all of the officers, agents, and employees of each of them.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies Shall Be Endorsed To Provide:

Forty-five (45) days advance written notice to Licensor of cancellation, non- renewal or reduction in coverage, delivered to the following:

Commissioner, Department of Aviation City of Chicago 20 North Clark Street Suite 3000 Chicago, Illinois 60602	and	City Comptroller City of Chicago 121 North LaSalle Street City Hall--Room 501 Chicago, Illinois 60602

Certificates of insurance evidencing all coverages and endorsements above shall be furnished to Licensor before commencing any operations under this Agreement.

Licensee agrees that the terms of these insurance requirements may be increased and revised upon the written demand of Licensor, which demand must be based on reasonable and justifiable grounds.

All insurance coverage shall be with a company or companies approved by the City Comptroller.

Section 15.

"First Source" Agreement.

A. Licensee agrees to use the City's Mayor's Office of Employment and Training (hereinafter "M.E.T.") as its "First Source" for the recruitment, referral and placement of employees in all "covered positions" required for the operation of any and all business under this Agreement.

For purposes of this Agreement, "covered positions" include all entry level job openings, new job openings, openings created by an expansion of the work force at the Airport, job vacancies created as a result of internal promotions or terminations, and job vacancies created where applicable at Licensee's other Chicago operations as a result of transfers of employees to the Airport work force, but shall exclude all managerial and administrative positions.

B. No later than thirty (30) days after the Commencement Date of this Agreement, but at least fourteen (14) days prior to the Licensee's opening of the concession areas for business, Licensee will submit to M.E.T. a First Source Prospect Notification outlining all staffing and employment needs for its operations under this Agreement.

C. At least twenty (20) days prior to the anticipated hiring date(s), Licensee will notify M.E.T. of its need for new employees in covered positions by completing a "Job Order Form".

M.E.T. will refer eligible job applicants to Licensee in response to the notification of need. M.E.T. will screen applicants according to the qualification profile agreed upon with Licensee, and will refer only qualified applicants who meet that qualification profile. M.E.T. will make all referrals to Licensee or notify Licensee that no referrals can be made, no later than twelve (12) working days prior to the anticipated hiring date. In the event M.E.T. cannot refer the total number of qualified personnel requested, Licensee will be free to directly fill remaining positions for which no qualified applications have been referred; in that event, Licensee agrees to make a good faith effort to hire unemployed Chicago residents.

D. Licensee shall make all decisions on hiring employees, including referred applicants. However, Licensee shall make a diligent and good faith effort to hire from referrals made by M.E.T., and shall not discriminate on the basis of race, creed, color, religion, age, sex or national origin. In the event Licensee rejects or does not hire a referred applicant, Licensee must indicate in writing the reasons for not hiring said applicant.

E. Licensee shall submit quarterly hiring summaries to M.E.T. and the Commissioner detailing all personnel actions (hiring, termination, transfers, promotions, separations, etc.) and First Source involvement therein. M.E.T. will track job retention of applicants employed by Licensee under this Agreement for one hundred twenty (120) days after hiring. Licensee agrees to cooperate fully in M.E.T.'s monitoring efforts.

F. If, at any time during this Agreement, the Director of M.E.T., or designee, determines that Licensee has failed to use its best faith efforts to comply with the First Source requirement of this Agreement, the Director of M.E.T., or designee, shall notify in writing ("Noncompliance Determination Notice") Licensee of the basis for the determination and request Licensee's response to said Noncompliance Determination Notice. The Noncompliance Determination Notice shall specifically state each violation. Licensee shall specifically respond in writing to Licensor within ten (10) days after the date of the Noncompliance Determination Notice and show cause why such determination should not be sustained. The Director of M.E.T. shall review Licensor's response and shall make a determination on whether the Noncompliance Determination shall be sustained, in whole or part, and in the event of noncompliance may assess against Licensee liquidated damages in an amount of dollars not to exceed $1,000.00 per violation or order such remedial action as said Director may deem appropriate. In the event Licensee disputes the Director's determination of Licensee's failure to use its best efforts to comply with the First Source requirements of this Agreement, Licensee may within ten (10) days after the date of such notice of noncompliance request that the matter be referred to a review panel for final determination. Failure to request a review of the Director's determination within the time specified herein shall be deemed an acceptance of Director's determination and a waiver of Licensee's rights to contest such determination by administrative, judicial or other appeal. Upon Licensee's timely request, a three person review panel will be organized and shall be comprised of one representative selected by Licensee, one representative selected by Director of M.E.T., and a third representative who shall be mutually acceptable to the arbitrators selected by Licensee and the Director of M.E.T. This review panel shall determine only the issue in each instance of whether or not the Licensee has failed to proceed in good faith in its rejection or refusal to employ a referred applicant. The determination of the review panel shall be the final determination and shall not be subject to administrative, judicial or other appeal. All costs of review shall be shared equally by Licensor and Licensee.

Section 16.

Indemnity.

Licensee does hereby covenant and agree to indemnify, save and hold harmless and forever defend Licensor from all fines, suits, claims, demands and actions of any kind and nature, including antitrust claims, by reason of any and all of its operations hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property.

Section 17.

Inspections.

Licensee shall allow Licensor's authorized representative access to the Premises at all reasonable hours, for the purpose of examining and inspecting said Premises, for purposes necessary, incidental to or connected with the performance of its obligation hereunder, or in the exercise of its governmental functions.

Section 18.

Ingress And Egress.

Subject to regulations governing the use of the Airport, Licensee, his agents and servants, patrons and invitees, and his suppliers of services and materials shall have the right of ingress to and egress from the premises granted to Licensee; provided, however, that the suppliers of services and materials, or stock shall do so in such reasonable manner and at such times as not to interfere with normal airport operations.

Section 19.

Assignment And Subletting.

Licensee shall not assign, transfer, sublease, pledge, surrender (including transfers by operation of law) or otherwise encumber or dispose of this Agreement or any rights or privileges created hereby, or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the Premises, without the written consent of the Commissioner being first obtained, which consent shall not be unreasonably withheld or delayed.

Any substantial change in ownership or proprietorship of Licensee, which has not received the prior written approval of the Commissioner and which in the opinion of the Commissioner is not in the best interest of the Licensor or the public, shall be subject to the remedies available in Section 23 hereof.

Section 20.

Signs.

Licensee shall not erect, install, operate nor cause or permit to be erected, installed or operated in or upon the Premises herein, the terminal buildings, or the Airport, any signs or other similar advertising device without first having obtained the Commissioner's written consent thereto, which consent shall not be unreasonably withheld or delayed.

Section 21.

Redelivery.

Licensee will make no unlawful or offensive use of said Premises and will at the expiration of the term hereof or upon any sooner termination thereof without notice, quit and deliver up said Premises to Licensor and those having its estate in the Premises, peaceably, quietly and in a good order and condition, reasonable use and wear excepted, as the same now are or may hereafter be placed by Licensee or Licensor.

Section 22.

Subject To Airline Agreements, Nondiscrimination And F.A.A. Requirements.

A. This Agreement is subject to the provisions of Article XVI of that certain Agreement entitled "Amended and Restated Airport Use Agreement and Terminal Facilities Lease" and the further provisions, including the right of cancellation of Section 6.04 Article VI of that certain Agreement entitled "Lease of Terminal Facilities" and to such other provisions of said related Agreements as may be pertinent as entered into between the Licensor and scheduled airlines governing use and operation of the Airport.

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

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964--1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, *et seq.;* The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, *et seq.*, and all amendments to those Statutes and Executive Orders and Regulations of the United States Departments of Labor, Transportation, and Health, Education and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21, to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A; and to Executive Order 85-2 issued by Mayor Harold Washington.

To demonstrate compliance, Licensee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations or the Department of Aviation.

C. Nondiscrimination in the Use of the Premises by Licensee. This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program and the Federal Aviation Administration, and therefore involves activity which services the public.

Licensee, for himself, his personal representatives, successors in interest, heirs and assigns, as part of the consideration hereof, does hereby covenant and agree, that (1) no person shall be excluded on the grounds of race, color, or national origin from participation in, denied benefits of, or otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvement on, over, or under such land and the furnishings of services thereon, no person shall be excluded on the grounds of race, color, or national origin from participation in, denied benefits of, or otherwise subjected to discrimination; and (3) that Licensee shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations which may be applicable to Licensee.

In the event of the breach of any of the above nondiscrimination covenants, Licensor shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

Section 23.

Non-Waiver.

Any waiver or any breach of covenants herein contained to be kept and performed by Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

Section 24.

Default.

A. Event of Default. Licensee shall be in default under this Agreement if:

1. Licensee shall fail duly and punctually to pay any and all fees due hereunder, or to make any other payment required hereunder, when due to Licensor; or

2. Licensee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or of any state thereof, or consent to the appointment of a receiver, trustee or liquidator of any or substantially all of its property; or

3. A petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, shall be filed against Licensee and shall not be dismissed within sixty (60) days after the filing thereof; or

4. By order or decree of a court, Licensee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if Licensee is a corporation, by any of the stockholders of Licensee seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof; or

5. By or pursuant to, or under authority of, any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of Licensee, and such possession or control shall continue in effect for a period of fifteen (15) days; or

6. The interest of Licensee under this Agreement shall be transferred, without the approval of Licensor, by reason of death, operation of law, assignment, sublease, or otherwise, to any other person, firm or corporation; or

7. Licensee shall voluntarily abandon, desert or vacate any part of the Premises or discontinue its operations thereat; or

8. Any lien shall be filed against the Premises or Licensee's interest hereunder because of any act or omission to act of Licensee, and shall not be discharged by Licensee or contested in good faith by proper legal proceedings commenced within thirty (30) days after receipt of notice thereof by Licensee; or

9. Licensee shall fail to keep, perform and observe each and every promise, covenant and agreement set forth in this Agreement and such failure shall continue for a period of more than thirty (30) days after delivery by Licensor of a written notice of such breach or default, except where fulfillment of its obligation requires activity over a period of time and Licensee has commenced in good faith to perform whatever may be required for fulfillment within thirty (30) days after receipt of notice and continues such performance without interruption except for causes beyond its control; or

10. Licensee shall use or give its permission to any person to use any portion of airport, terminal buildings or Premises used by Licensee under this Agreement for any illegal purpose.

11. Licensee shall be in default under any other agreement with Licensor.

B. Licensor's Remedies. If a default under this Agreement shall occur, Licensor may elect to:

1. Terminate this Agreement without prejudice to any other remedy or right of action for arrearages of license fees under Article 3; or

2. Allow this Agreement to continue in full force and effect and to enforce all of Licensor's rights and remedies hereunder, including, without limitation, the right to collect rent as it becomes due together with interest thereon at the rate of one and one-half percent (1-1/2%) per month.

Licensor will not be deemed to have terminated this Agreement in the absence of service of written notice upon Licensee to that effect.

In the event of any termination based on a default, Licensor shall have the option at once and without further notice to Licensee to enter the premises and take exclusive possession of same. Licensor may remove or store any personal property located therein, at the sole cost and expense of Licensee without Licensor being liable to Licensee for damage or loss thereby sustained by Licensee.

Upon such termination by Licensor, all rights, powers and privileges of Licensee hereunder shall cease, and Licensee shall immediately vacate any space occupied by it under this Agreement. Licensee shall then have no claim of any kind whatsoever against Licensor, or its employees or agents by reason of such termination, or by reason of any act by Licensor incidental or related thereto.

In the event of the exercise by Licensor of such option to terminate, Licensee shall have no right to or claim upon any improvements or the value thereof, which may have been previously installed by Licensee in or on the demised premises.

The exercise by Licensor of any remedy provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to Licensor under law or equity.

Section 25.

Monetary Damages.

In the event Licensor elects to terminate this Agreement, Licensee shall pay to Licensor an amount equal to the sum of:

(a) All amounts owing at the time termination of the Agreement on account of breach of any term, covenant or condition of this Agreement including but not limited to unpaid license fees plus interest thereon on all such amounts from the date due until paid at the rate of one and one-half percent (1-1/2%) per month;

(b) Any other amount to compensate Licensor fully for all detriment proximately caused by Licensee's failure to perform its obligations hereunder or which in the ordinary course would likely result therefrom;

(c) The worth at the time of award of the amount by which the license fee and other sums payable hereunder, which would have been due after the date of termination of the Agreement and with respect to the balance of the term of the Agreement specified herein, exceeds the amount of such rental loss that the Licensee proves could be reasonably avoided. Efforts by Licensor to mitigate the damages caused by Licensee's default hereunder shall not constitute a waiver of Licensor's right to recover hereunder.

(d) The "worth at the time of award" of the amount referred to in subsection (c) hereof is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Chicago at the time of award plus one percent (1%).

Section 26.

Fines.

If a default be made by Licensee of any of the below numerated covenants, terms and conditions, Licensor may elect to impose the fines described below on the basis of per violation per day:

Violations	Section	Assessment
Violation of Use Clause	4	$15.00
Unauthorized Advertising or Signage	8(F)	$50.00
Failure to submit required documents and reports	3	$10.00

The exercise by Licensor of any remedy provided in this Agreement, shall be cumulative and shall in no way affect any other remedy available by Licensor under law or equity.

Section 27.

Independence Of Agreement.

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co- partners or joint venturers between the parties hereto, or as constituting Licensee as the agent, representative or employee of Licensor for any purpose or in any manner whatsoever. Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

Section 28.

Rules, Regulations, Laws, Ordinances And Licenses.

Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airport, terminal buildings, terminal concourse areas, the Premises and related facilities, which Licensee agrees to observe and obey. Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county and municipal governments which may be applicable to its operations at the Airport and shall obtain and maintain all permits and licenses necessary for its operations at the Airport. Licensee further agrees to pay all taxes imposed by law on the property or its operations.

Section 29.

Paragraph Headings.

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

Section 30.

Invalid Provisions.

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision herein contained shall not affect the validity of any other covenant, condition or provision, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Section 31.

Prohibition Of Recordation.

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

Section 32.

No Personal Liability.

The execution of this Agreement by any person in the name and on behalf of Licensor or of Licensee shall not, under any circumstances, subject such person to any individual or personal liability, present or future.

Section 33.

Construction Of Agreement.

The validity, construction and enforceability of this Agreement shall in all respects be governed by and construed in accordance with the law of the State of Illinois.

Section 34.

No Leasehold Interest.

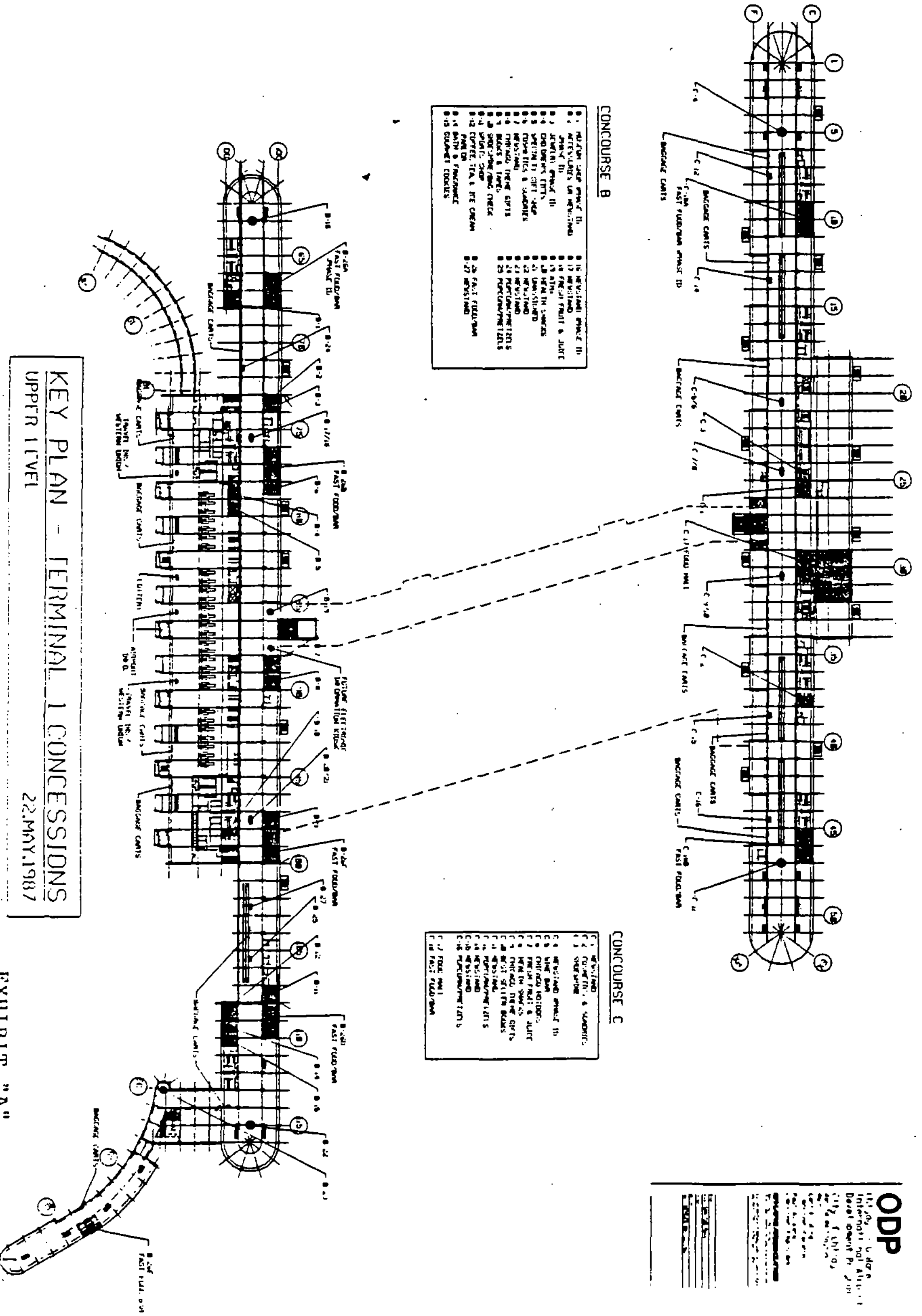
Nothing in this Agreement is intended, or shall be deemed, to give rise to a lease of real estate by Licensor or Licensee. This Agreement constitutes a license agreement which permits Licensee to operate a concession in the Airport. No leasehold interest is hereby conveyed nor has any such interest ever been conveyed to Licensee or Licensor.

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

[Signatures forms omitted for printing purposes.]

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

[Exhibits A, B and C printed on pages5533 through 5537 of this Journal.]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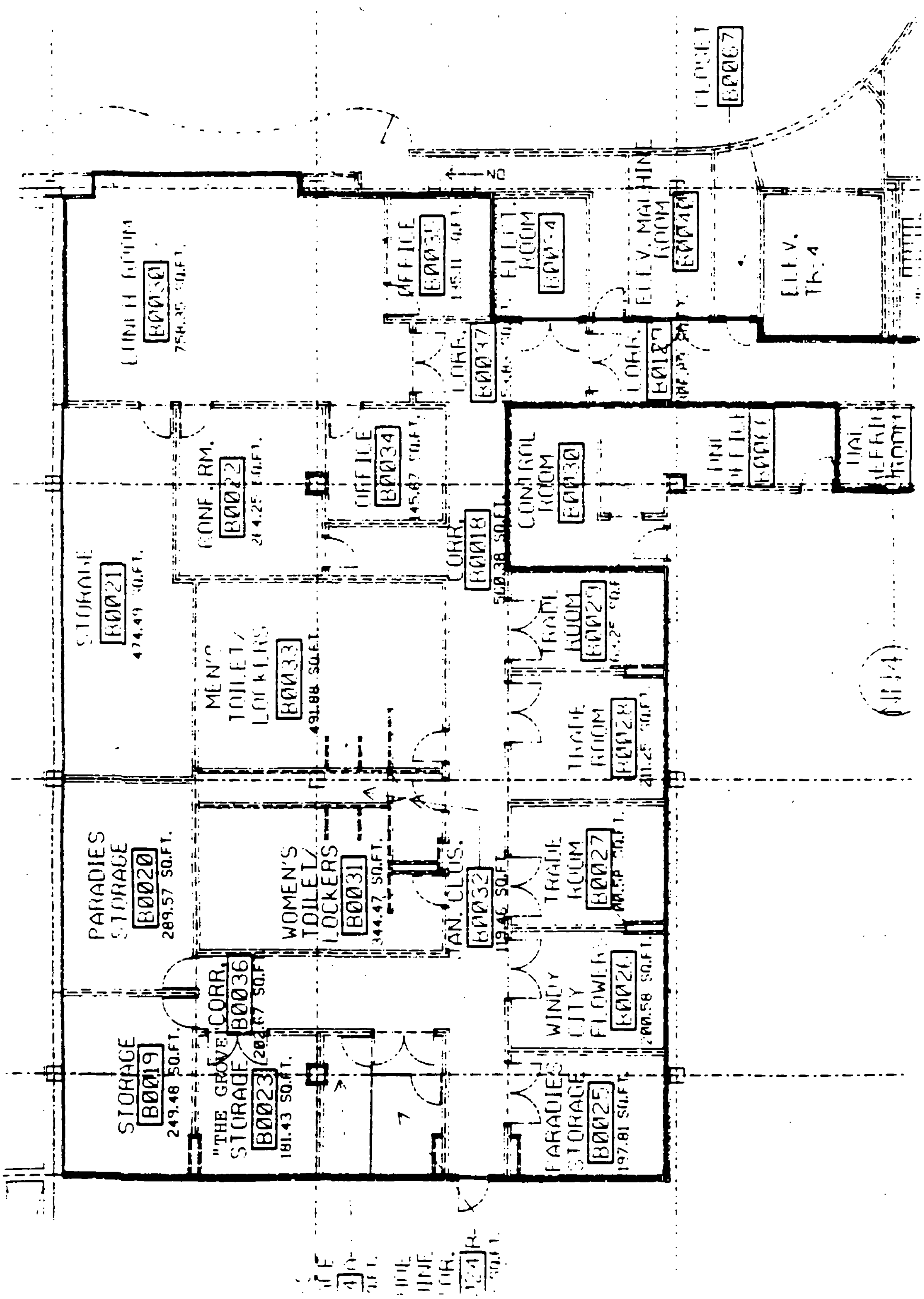
UPPER LEVEL
22.MAY.1987
CONCOURSE B
CONCOURSE C
ODP

EXHIBIT "A"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STORAGE B0021 474.49 SQ.FT.
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OFFICE B0034
CONTROL ROOM B0030
CORR. B0018
TRADE ROOM B0027
TRADE ROOM B0028
WINDY CITY FLOWERS B0026
PARADIES STORAGE B0025 197.81 SQ.FT.
"THE GROVE" STORAGE B0023 181.43 SQ.FT.
CORR. B0036
JAN. CLOS. B0032 119.46 SQ.FT.
ELEV. TR. 4
CLOSET B0067

EXHIBIT "B"

Exhibit "C".

Natural Snack Product Retail Price List.

Yogurt Products.	1/4 lb.	1/2 lb.	1 lb.
Yogurt Almonds.	$1.90	$3.80	$7.60
Yogurt Bridge Mix	1.90	3.80	7.60
Yogurt Raisins	1.90	3.80	7.60
Yogurt Peanut Clusters	1.65	3.30	6.60
Yogurt Pretzels	1.90	3.80	7.60
Carob Products.			
Carob Malt Balls	1.65	3.30	6.60
Carob Raisins	1.90	3.80	7.60
Carob Bridge Mix	2.25	4.50	9.00
Carob Crispy Clusters	1.65	3.30	6.60
Fruit Products.			
Pineapple Rings*	1.65	3.30	6.60
Turkish Apricots	1.90	3.80	7.60
Papaya Spears	1.65	3.30	6.60
Turkish Figs	1.65	3.30	6.60
Dates	1.90	3.80	7.60
Tutti Fruitti	1.90	3.80	7.60
Banana Chips	1.25	2.50	5.00

Fruit Mixes.

Good Tidings	2.15	4.30	8.60
Lover's Delight	1.90	3.80	7.60
Peanut Colada	1.90	3.80	7.60
Aunt Ruth's Strudel*	2.25	4.50	9.00
Banana Split Mix	2.25	4.50	9.00
Waldorf Salad*	2.25	4.50	9.00
Apricot Nut Mix	2.25	4.50	9.00
Nature's Harvest*	2.25	4.50	9.00

Nut Products.

Salted Cashews	2.50	5.00	10.00
Roasted Almonds	2.15	4.30	8.60
Natural Pistachios	2.50	5.00	10.00
Unsalted Cashews	2.50	5.00	10.00
Honey Roasted Nuts	2.25	4.50	9.00
Macadamia Nuts	3.00	6.00	12.00
Praline Pecans	3.00	6.00	12.00
Rush St. Rum Pecans	3.00	6.00	12.00
Cinnamon Pecans	3.00	6.00	12.00
Orange Pecans	3.00	6.00	12.00
Butter Roasted Pecans	2.25	4.50	9.00
Salted Sunflower Seeds	1.25	2.50	5.00

Corn Kernels	1.65	3.30	6.60
Just Nuts	2.50	5.00	10.00
Nut Mixes.			
Almond Jubilee	2.25	4.50	9.00
Peanut Potpourri	1.90	3.80	7.60
Tamari Temptation	1.90	3.80	7.60
Cajun Fire	2.15	4.30	8.60
Trail Mixes.			
Energy Unlimited	2.25	4.50	9.00
Happy Trails	1.90	3.80	7.60
Windy City Trail Mix	1.65	3.30	6.60
Natural Chocolate Products.			
Chocolate Pretzels	1.90	3.80	7.60
Chocolate Raisins	2.15	4.30	8.60
Chocolate-Dipped Apricots	2.50	5.00	10.00
Chocolate-Dipped Pineapple	2.50	5.00	10.00

* (Diabetic Safe)

EXECUTION OF AGREEMENT WITH C. W. WILSON LIMOUSINE, INCORPORATED TO PROVIDE TRANSPORTATION BETWEEN SPECIFIED AREAS AND CHICAGO MIDWAY AIRPORT AND CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, October 27, 1987.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance authorizing the Commissioner of Aviation and the Comptroller to execute an agreement with C. W. Wilson Limousine, Inc. to provide transportation service between Midway and O'Hare Airports and points on the south side of the City by bus service which picks up passengers at the terminals and advertises its departure times (referred on October 2, 1987) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) 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, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago owns and operates Chicago O'Hare International Airport and Chicago Midway Airport (collectively the "Airports") and is desirous of improving passenger vehicle ground transportation to and from each Airport and areas of the City known as the South Side and also between the two Airports themselves; and

WHEREAS, C. W. Limousine, Inc., holds a certificate or certificates from the Illinois Commerce Commission granting it authority to operate as a common carrier, by motor vehicle, on certain roads and highways extending between the Airports and the south side and between the Airports themselves; now, therefore,

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

SECTION 1. The Commissioner of Aviation and the City Comptroller are hereby authorized to execute on behalf of the City of Chicago an agreement with C. W. Limousine, Inc., upon the terms and conditions set forth in the agreement attached hereto, subject to approval as to form and legality by the Department of Law.

SECTION 2. This ordinance shall take effect upon passage.

Agreement attached to this ordinance reads as follows:

This Agreement, made and entered into this _______ day of ______________________, 1987, by and between the City of Chicago, a municipal corporation of the State of Illinois, (the "City") and C. W. Limousine, Inc., ("C. W. Limousine"),

Witnesseth:

Whereas, the City owns and operates Chicago O'Hare International Airport ("O'Hare") and Chicago Midway Airport ("Midway") (collectively the "Airports") and is desirous of improving passenger vehicle ground transportation to and from each Airport and areas of the City south of the City's central business district (the "South Side") and also between the two Airports themselves; and

Whereas, C. W. Limousine holds a certificate or certificates from the Illinois Commerce Commission (the "Commission") granting it authority to operate as a common carrier, by motor vehicle, on certain roads and highways extending between each Airport and the south side and between the Airports themselves; now, therefore,

1. C. W. Limousine agrees to operate and maintain a passenger vehicle ground transportation service between each Airport and the south side and between the two Airports, exercising its authority under the certificate or certificates granted by the Commission, and that such service shall be safe, adequate, prompt, dependable, efficient and courteous. The motor vehicles to be used are to be of modern design and so equipped and maintained as to provide safe, clean, comfortable, dependable, efficient and convenient service. A sufficient number of motor vehicles will be provided to ensure that each passenger shall have comfortable accommodations and a seat. C. W. Limousine agrees to permit its motor vehicles to be driven only by competent, experienced, licensed, uniformed and sober drivers.

2. C. W. Limousine shall give prompt attention to any complaints as to the quality or quantity of service made to it by the City and shall correct any inefficiency as set forth in such complaint to the end that said service shall always operate at an efficiency in accordance with the requirements of a first class airport in cities the size of the City or greater in population.

3. The City agrees to provide C. W. Limousine suitable areas at the terminal buildings at O'Hare and Midway, which may include portions of the passenger vehicle driveways and roads, in and on which the motor vehicles of C. W. Limousine shall be permitted to park subject to call by the dispatchers of C. W. Limousine. Subject to reasonable regulations, the motor vehicles of C. W. Limousine shall be permitted to operate on the passenger vehicle driveways and roads in front of the terminal buildings for the purpose of pick-up and delivery of airline passengers, their guests and airline personnel and for the receipt and delivery of their baggage and property.

4. The City shall permit C. W. Limousine to occupy and maintain suitable space in or near the terminal buildings at O'Hare and Midway, in locations designated by the City which may be changed from time to time by the City, at which C. W. Limousine may sell tickets to and provide information to Airport patrons. The use of such space by C. W. Limousine shall be subject to reasonable regulation by the City, which shall have discretion among other things to require C. W. Limousine to share such space with one or more other persons and to designate or approve the signs which may be placed at each location. The regulations applied to C. W. Limousine under this paragraph shall not discriminate against C. W. Limousine compared to other bus companies operating under a contract pursuant to Section 37-13.2 of the Municipal Code or any successor provision to that section.

5. The City shall permit C. W. Limousine to announce departure times and destinations of its motor vehicles on the sidewalks outside the terminals, and C. W. Limousine agrees that such solicitation of passengers shall be polite and courteous at all times. C. W. Limousine shall not engage in the solicitation of passengers at O'Hare and Midway, except as expressly provided herein.

6. As compensation for the rights and privileges herein granted, C. W. Limousine agrees to pay the City ten (10) percent of the gross revenue derived by C. W. Limousine from its transportation services in both directions between each Airport and the South Side and between the two Airports or the minimum guarantees hereinafter set forth, whichever is greater. All payments shall be made to the City Comptroller. A statement shall accompany each monthly payment setting forth by days the amounts of passanger revenue and baggage revenue derived from the transportation services provided by C. W. Limousine between each Airport and South Side and between the Airports.

7. The minimum guarantee for 1988 is $22,700. The minimum guarantee for each calendar year thereafter shall be eighty (80) percent of the compensation actually paid by C. W. Limousine to the City under the instant contract during the prior calendar year, but not less than $22,700. C. W. Limousine shall pay to the City on the tenth day of each month of each such year a pro rata amount equal to one-twelfth of the annual guarantee; any sums due over and above such minimum guarantee on the basis of actual gross revenue realized during the past quarter shall be paid quarterly on or before April 10, July 10 and October 10 of the then current year; and the additional amount due for the final quarter of the year, including any further adjustments for the previous quarters, shall be payable on or before April 1st of the ensuing year. In the final settlement for a previous year, payments shall be based on ten (10) percent of total gross revenue for the year except that the total payments shall not be less than the minimum guarantees set forth in this

paragraph. In case of any overpayment for the year, deduction shall be made from the next monthly payment or payments.

8. The minimum guarantee for 1987 shall be an amount which is the same fraction of the minimum guarantee for 1988 as the number of days remaining in 1987 on the date the instant agreement becomes effective (the "Effective Date") is a fraction of 365 days. On the tenth day of each full month remaining in 1987 as of the Effective Date, C. W. Limousine shall pay to the City an amount which is the same fraction of the minimum guaranteed payment for 1987 as one month is a fraction of the number of full months remaining in 1987 as of the Effective Date. Any sums due for 1987 over and above the minimum guarantee payments made in 1987 shall be paid on or before April 1, 1988.

9. "Gross revenue" herein means all fares obtained by C. W. Limousine for the transportation of persons and property, whether by contract or otherwise, derived by C. W. Limousine from its transportation services between each Airport and the South Side and between the Airports, as authorized under its certificate or certificates granted by the Commission. Provided however, that "gross revenue" shall not include any federal tax on transportation.

10. Upon the execution of the instant agreement and on January 10 of each year thereafter, C. W. Limousine shall furnish the City with a performance bond with surety in a sum equal to the minimum guarantee for 1988, satisfactory to the Comptroller of the City and to be approved by the Corporation Counsel as to form and legality.

11. C. W. Limousine agrees to indemnify and hold the City harmless from and against all liabilities, costs, damages and expenses which may accrue, be charged to or recovered from the City by reason or on account of damage to the property of, injury to or death of any person, arising from C. W. Limousine's use and occupancy of and operations at the Airports, and the transportation of passengers to and from either of the Airports, provided the City shall give C. W. Limousine prompt and timely notice of any claim made or suit instituted which in any way affects C. W. Limousine or its insurer and C. W. Limousine or its insurer shall have the right to compromise and defend the same to the extent of their own interest. Any final judgment rendered against the City for any cause for which C. W. Limousine is liable hereunder shall be conclusive against C. W. Limousine as to liability and amount.

12. C. W. Limousine shall, at its own expense, keep in force insurance of the following types and in not less than the following amounts issued by a company or companies of sound and adequate financial responsibility, insuring C. W. Limousine and the City against all liabilities for accidents arising out of or in connection with C. W. Limousine's use and occupancy of and operations at the Airport and to and from said Airports and shall furnish to the City Comptroller a certified copy of the insurance policies evidencing the City as additional insured thereunder, to wit:

Public Liability Insurance	$200,000 per person
	$5,000,000 per accident

Property Liability

Insurance . . . . $100,000 per accident.

Prior to the expiration of any term of such insurance coverage, C. W. Limousine shall provide the City with proof of continued coverage for a succeeding term. C. W. Limousine understands and agrees that failure to keep the required insurance coverage in force or failure to provide the City with the required proof of continued coverage shall constitute a breach of this agreement and may result in immediate termination of this agreement by the City.

13. C. W. Limousine shall follow such procedures and keep and maintain such books, records and accounts as may be necessary or appropriate in accordance with generally accepted sound accounting practices and principles. C. W. Limousine shall furnish to the City on or before April 1st after the close of each fiscal year a copy of an annual audit report prepared in accordance with generally accepted accounting practices and principles and certified by a firm of independent Certified Public Accountants of recognized standing covering the operations by C. W. Limousine between each Airport and the South Side and between the Airports showing the gross revenue therefor. The audit shall set forth as separate items the gross revenues realized from the operations to and from each Airport. In the case of transportation service conducted between the two Airports, the report shall assign the gross revenue to the Airport at which the passenger originated.

14. In the event that the operations of C. W. Limousine are interrupted by reason of the fact that either of the Airports is closed for any period of time by any order or direction of the City or any other governmental authority or agency or by any order or direction of any court of competent jurisdiction, then the minimum guaranteed payments herein provided shall be adjusted to reduce the annual minimum guaranteed payment in the proportion that the number of days in said interrupted or curtailed services shall bear to 365 days and bear to the annual amount of business being carried on at such Airport. The adjustment as to the minimum guarantees will apply only to the particular Airport whose activity has been suspended or stopped and the adjustment shall be made accordingly.

15. C. W. Limousine agrees that it will operate its business at the Airport in accordance with the laws of the United States of America, the State of Illinois and the general ordinances of the City Council of the City of Chicago and established rules.

16. C. W. Limousine agrees to abide by the following requirements, set forth in 49 C.F.R. 23.43(a):

(1) "Policy. It is the policy of the Department of Transportation that minority business enterprises as defined in 49 C.F.R. Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement."

(2) "M.B.E. Obligation. (i) The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 C.F.R. Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance

with 49 C.F.R. Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of D.O.T.-assisted contracts."

C. W. Limousine understands and agrees that failure to carry out the requirements set forth above shall constitute a breach of this agreement and, after notification by the Department of Transportation, may result in immediate termination of this agreement by the City or such remedy as the City deems appropriate.

17. This agreement is subject to the provisions of Paragraph 4, Article XI of that certain agreement entitled "Airport Use Agreement" of 1959 and the further provisions, including the right of cancellation of Section 6.04 Article VI of that certain agreement entitled "Lease of Terminal Facilities" of 1959, and the further provisions of that certain agreement, entitled "Airport Use Agreement and Terminal Facilities Lease" of 1983, and to such other provisions of said related agreements as may be pertinent as entered into between the City and scheduled airlines governing use and operation of the Airports.

18. C. W. Limousine, in performing under this agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, national origin, or physical or mental handicap, nor otherwise commit an unfair employment practice or engage in unlawful discrimination. C. W. Limousine will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, national origin, or physical or mental handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. C. W. Limousine agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. C. W. Limousine further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement. Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964--1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, *et seq*.: The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, *et seq*., and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, and Health, Education, and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881--887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); December 6, 1979, Ill. Rev. Stat. 1983, Ch. 68, Sections 1--101 to 9--102 inclusive; and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City

of Chicago, Ch. 198.7A. To demonstrate compliance, C. W. Limousine and its contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

19. This agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program and the Federal Aviation Administration, and therefore involves activity which services the public. C. W. Limousine for itself, its representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree (1) that no person on the grounds of race, color, national origin or physical or mental handicap shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color or national origin or physical or mental handicap shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, and (3) that C. W. Limousine shall use the granted premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

20. The breach by C. W. Limousine of any of the non-discrimination covenants contained in Paragraphs 17, 18 and 19 of this agreement shall constitute cause for the City to terminate this agreement immediately.

21. The term of this agreement will be for the period commencing upon execution of this agreement by all the required signatories and terminating on December 31, 1997. The City may terminate this agreement by giving C. W. Limousine sixty (60) days advance notice upon or after the happening and during the continuance of any one of the following events:

(a) The suspension or revocation of the certificate or certificates issued by the Commission granting C. W. Limousine authority to operate as a common carrier, by motor vehicle, on roads and highways extending between each Airport and the South Side and between the Airports;

(b) The abandonment by C. W. Limousine of its conduct of land transportation between each Airport and the South Side or between the two Airports;

(c) The filing by C. W. Limousine of a voluntary petition in bankruptcy. In such event, the City shall have the right to file a claim as a creditor and this agreement shall be accelerated and become due and payable in full immediately;

(d) Institution of proceedings in bankruptcy against C. W. Limousine and the final adjudication of C. W. Limousine as a bankrupt pursuant to such proceedings;

(e) The appointment of a receiver of all or substantially all of C. W. Limousine's assets and C. W. Limousine's failure to vacate such appointment within sixty (60) days thereafter;

(f) The assignment by C. W. Limousine of its assets for the benefit of its creditors;

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

(h) The failure of C. W. Limousine to pay to the City any license or permit fees due it.

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

22. C.W. Limousine shall maintain at its office in Chicago, Illinois, books, records and accounts in connection with and having a bearing upon the transportation of persons and the gross income received therefrom. The Commissioner of Aviation and the City Comptroller and such persons as may be designated by them shall have the right at all reasonable times to examine, make copies of and take extracts from such books, records and accounts.

23. The rights accruing to and duties imposed upon C.W. Limousine by this agreement shall not be assigned or otherwise alienated by C.W. Limousine without the prior written approval of the Commissioner of Aviation and the City Comptroller, which approval shall not be unreasonably withheld.

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

[Signature forms omitted for printing purposes.]

MUNICIPAL CODE CHAPTER 37, SECTION 37-13.10 AMENDED BY INCREASING AUTOMOBILE PARKING RATES AT CHICAGO MIDWAY AIRPORT AND CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, October 27, 1987.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance amending Section 37-13.10 of Chapter 37 of the Municipal Code of Chicago, which amendment will increase the rates for automobile parking at Chicago-O'Hare International and Chicago Midway Airports (referred on September 22, 1987) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) 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, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

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 37-13.10 of Chapter 37 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

"Section 37-13.10. The Commissioner of Aviation may establish parking stations for motor vehicles at each airport. *Short-Term Parking Areas, Main Parking Areas and Remote Parking Areas may be designated by the Commissioner of Aviation for parking stations at each airport.*

The following fees, exclusive of City tax, shall be charged and collected for each vehicle parked in any such area at Chicago Midway Airport:

Main Parking

[$.40] *$1.40* for the first hour or fraction thereof and $1.00 for each additional hour or fraction thereof up to a maximum rate of [$5.40] *$9.40* for each 24 hours. Charges for each 24 hour period after the first shall be at the same rate schedule.

Remote Parking

$1.40 for the first hour or fraction thereof and $1.00 for each additional hour or fraction thereof up to a maximum rate of $5.40 for each 24 hours. Charges for each 24 hour period after the first shall be at the same rate schedule.

[Short Term Parking Areas, Main Parking Areas and Remote Parking Areas may be designated by the Commissioner of Aviation for parking stations at Chicago O'Hare

International Airport. The following fees shall be charged and collected for each vehicle parked in any such area, exclusive of City tax:]

[Short Term Parking

$.40 for the first hour or fraction thereof and $1.00 for each additional hour or fraction thereof up to a maximum of $11.40 for the first 24 hours. Charges for each additional 24 hour period or fraction thereof shall be at the same rate schedule.]

The following fees, exclusive of City tax, shall be charged and collected for each vehicle parked in any such area at Chicago O'Hare International Airport:

Garage And Main Parking

$.40 for the first hour or fraction thereof, *and an additional $2.00 for the second hour for a total of $2.40 for two hours or fraction thereof* and $1.00 for each additional hour or fraction thereof up to a maximum rate of [$8.40] *$11.40* for the first 24 hours. Charges for each additional 24 hour period or fraction thereof shall be at the same rate schedule.

Remote Parking

[$3.40 for the first 24 hour period or fraction thereof.] *$.40 for the first hour or fraction thereof and $1.00 for each additional hour or fraction thereof up to a maximum rate of $5.40 for each 24 hours. Charges for each 24 hour period after the first shall be at the same rate schedule.*

The Commissioner of Aviation may establish a monthly parking charge of six dollars per month, exclusive of City tax, for each airport employee vehicle, payable in advance. This rate shall only apply to persons regularly employed at such airport(s) for parking within the lot(s) so designated by the Commissioner as employee parking only."

SECTION 2. This ordinance shall be in full force and effect thirty (30) days following the date of passage.

Re-Referred -- EXECUTION OF MEMORANDUM OF INTENT CONCERNING ISSUANCE OF SPECIAL FACILITY REVENUE BONDS FOR FEDERAL EXPRESS CORPORATION.

The Committee on Aviation submitted a report recommending that the City Council re-refer to the Committee on Finance a proposed ordinance concerning the issuance of not to exceed $70,000,000 of Special Facility Revenue Bonds for the construction of a new air cargo sorting facility for Federal Express Corporation, to be located at Chicago O'Hare International Airport.

On motion of Alderman Garcia, the committee's recommendation was *Concurred In* and said proposed ordinance was *Re-Referred to the Committee on Finance.*

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

AUTHORITY GRANTED FOR INSTALLATION OF WATER MAINS AT SUNDRY LOCATIONS.

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

On separate motions made by Alderman Bloom, 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, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

The following are said orders as passed:

Ordered, That the Commissioner of Water is hereby authorized to install water mains in North Ravenswood Avenue from West Foster Avenue to West Bryn Mawr Avenue, West Farragut Avenue from North Ravenswood Avenue to 82 feet east of east line, West Berwyn Avenue from North Ravenswood Avenue to 70 feet east of east line, West Rascher Avenue from North Ravenswood Avenue to 128 feet east of east line, West Catalpa Avenue from North Ravenswood to 128 feet east of east line, and in West Gregory Avenue from North Ravenswood Avenue to 128 feet east of east line of North Ravenswood Avenue, in West Summerdale Avenue from North Ravenswood Avenue to East Line: 2,685 feet of 12-inch ductile iron water main, and 815 feet of 8-inch water main at the total estimated cost of $400,734.07 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-00600.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in East 40th Street from South Calumet Avenue to South Dr. Martin Luther King Drive: 325

feet of 8-inch ductile iron water main, at the total estimated cost of $44,062.65 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-00602.

COMMITTEE ON BUILDINGS.

AMENDMENT OF MUNICIPAL CODE CHAPTER 78.1 CONCERNING REHABILITATION REQUIREMENTS FOR EXISTING BUILDINGS.

The Committee on Buildings submitted the following report:

CHICAGO, October 28, 1987.

To the President and Members of the City Council:

Your Committee on Buildings having had under consideration a proposed ordinance to amend Chapter 78.1, of the Municipal Code of Chicago, "The Rehabilitation Code", begs leave to recommend that Your Honorable Body *Pass* the said substitute ordinance as amended, which is transmitted herewith.

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

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

On motion of Alderman Roti, the said proposed substitute 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, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

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. An ordinance to amend Chapter 78.1, ("The Rehabilitation Code") by adding new sections, numbered Section 78.1-21(a) and 78.1-22(i) and amending Sections 78.1-22, 78.1-23 and 78.1-29(d) by adding the language in italics and deleting the language in brackets as follows:

Definition of Legally Established Dwelling Unit.

78.1-21(a). As used in Sections 78.1-22, 78.1-23 and 78.1-29(d) of this Chapter, the term legally established dwelling units shall mean the number of dwelling units authorized to exist in a residential building or a building of mixed occupancy, with one of the occupancies being residential, pursuant to the issuance of a valid building permit or authorized by a final and non- appealable court order.

Increase in one additional dwelling unit [over original]

78.1-22 In any residential building or building of mixed occupancy, with one of the occupancies being residential, the number of dwelling units may be increased by one dwelling unit above the number of *legally established dwelling* units [constructed at the time the building was built] providing the building complies with the following requirements:

a) The alterations meet the requirements of Chapter 194A of the Municipal Code of Chicago.

b) The building shall not be more than four stories high for ordinary construction (Types III-B or III-C), and not more than two stories high for combustible frame construction (Types IV-A or IV-B). Buildings of mixed ordinary and frame construction shall be governed by the requirements of combustible frame construction.

c) A basement may be used for habitable rooms or a dwelling unit, regardless of the depth of the floor below grade, if the floors and walls are impervious to leakage of underground and surface run off water and are protected against dampness, and if the required minimum window area is located entirely above the finished elevation of the ground adjoining the building wall in which the windows are located.

d) Area and space requirements of Sections 78-45 through and including 78- 47 shall be met in all rooms, except that at least eighty percent of the floor area of every habitable room shall have a ceiling height of not less than 7 feet 6 inches. Twenty percent of the floor area of any habitable room may have a ceiling height as low as 6 feet 8 inches.

e) Natural light and ventilation shall comply with requirements of Chapter 81.1, except that the effective glazed or opening area may be computed at 100 percent of the actual glazed or opening area instead of 80 percent when facing a wall or other obstruction at a distance of less than ten feet.

f) Exits shall comply with the exit requirements of Sections 78.1-32 through and including 78.1-35, except that basement dwelling units may have a second exit through a space containing a heating plant.

g) If the basement contains a dwelling unit, the entire basement ceiling construction shall be 1/2 hour, rated construction, or the original wood lath and plaster construction.

h) Basement apartments shall be separated from heating plants as required by Chapter 62-4.

Multiple Increases Of One Unit Or More.

i) 78.1-22(i). Any subsequent or additional increase of one unit or more under this provision shall meet the requirements of Section 78.1-23.

Increase Of Two Or More Dwelling Units [Over Original]

78.1-23 In any residential building or building of mixed occupancy with one of the occupancies being residential, the number of dwelling units may be increased by more than one dwelling unit above the number of *legally established dwelling* units [constructed at the time the building was built,] providing the building complies with all of the requirements listed in Section 78.1-22, and also the following additional requirements:

(a) Stairways shall be enclosed with walls of one hour construction in buildings not exceeding three stories in height. Stairways shall be enclosed with walls of two hour construction if the building exceeds three stories in height. Stairwell enclosures may be combustible or non-combustible construction as long as the required separation ratings are met.

(b) Stairwell doors shall be 1-3/4 inches solid core wood with 1-3/4 inches rabbeted wood frames in buildings not exceeding three stories in height. Stairwell doors shall be Class B doors and frames in buildings exceeding three stories in height. All stair doors shall be self-closing.

(c) All existing dwelling and corridor separations shall be one-half hour rated construction, combustible or non-combustible. All new dwelling and corridor separations shall be one hour rated construction, combustible, or non- combustible.

(d) Corridor doors to dwelling units shall be 1-3/4 inches solid core wood with 1-3/4 inches rabbeted wood frames. All corridor doors to dwelling units shall be self-closing.

(e) Heating plant enclosures shall comply with the requirements of Chapter 62-4.

(f) Basement ceilings shall comply with the requirements of Chapter 49- 10.3.

Alterations And Repairs.

78.1-29 In alterations or repairs to an existing building, all new construction shall comply with the applicable provisions of the Code for new construction, except as follows:

(a) The Department of Inspectional Services may approve minor nonstructural additions, alterations, or repairs using materials conforming to those with which the original building was constructed, providing they have the required strength and fire resistance.

(b) Officially designated historical buildings or structures shall meet the requirements of Section 78.1-10 "Historic Preservation".

(c) Buildings which will undergo a change of occupancy in conjunction with the alterations or repairs shall also meet the requirements of Sections 78.1-12 through and including 78.1-20 "Change of Occupancy".

(d) Residential buildings which will increase the number of *legally established* dwelling units shall also meet the requirements of the Sections 78.1-21 through and including 78.1-23 "Increase in number of dwelling units".

(e) In buildings containing not more than three dwelling units, basement recreation rooms not used for sleeping purposes may comply with Sections 78- 10 through and including 78-15 are provided in each dwelling unit in the building and in that portion of the basement used as a recreation room:

(1) Exterior walls of masonry or concrete construction may be furred with wood no larger than 2 inches by 4 inches. Paneling may be applied directly to this furring provided the paneling is not more combustible than wood.

(2) Partitions shall have fire rating not less than half of an hour or may consist of wood studs covered one or both sides with paneling not more combustible than wood, provided the length of the interior partitioning shall not exceed the width of the basement plus ten feet.

(3) The ceiling finish in any basement recreation room shall have a flame spread rating not to exceed Class 1 (0 to 25).

SECTION 2. This ordinance shall be in full force and effect upon adoption.

At this point in the proceedings Alderman Levar moved to reconsider the report of the Committee on Streets and Alleys. The motion *Prevailed* by a viva voce vote. Thereupon, on motion of Alderman Levar, the report of the Committee on Streets and Alleys remained with the committee.

COMMITTEE ON HUMAN RIGHTS AND CONSUMER PROTECTION.

Failed To Pass -- AMENDMENT OF MUNICIPAL CODE CHAPTER 127 BY ADDITION OF NEW SECTION 127-12.1 REQUIRING ACCESSIBLE LAVATORY FACILITIES AT FILLING STATIONS.

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 a code amendment to Chapter 127, requiring provisions of public washrooms by filling (service) stations operating within the City, begs leave to recommend that your Honorable Body *Not Approve* the said proposed communication transmitted herewith.

The recommendation was concurred in by the unanimous vote of the committee.

Respectfully submitted,
(Signed) PERCY GILES,
Chairman.

Alderman Shaw moved to pass the said proposed ordinance, notwithstanding the report of the committee.

Alderman Eisendrath moved to *Lay the Motion on the Table.*

The motion to *Lay on the Table Prevailed,* by yeas and nays as follows:

Yeas -- Aldermen Bloom, Beavers, Vrdolyak, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Garcia, Butler, Davis, Hagopian, Figueroa, Gabinski, Mell, Banks, Giles, Laurino, Eisendrath, Hansen, Schulter, Osterman, Orr -- 24.

Nays -- Aldermen Tillman, T. Evans, Sawyer, Caldwell, Shaw, Carter, Langford, Streeter, Jones, J. Evans, Henry, Cullerton, Pucinski, Natarus, Levar -- 15.

Alderman Giles then moved to *Concur In* the committee's recommendation. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Bloom, Beavers, Vrdolyak, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Garcia, Butler, Davis, Hagopian, Figueroa, Gabinski, Mell, Banks, Giles, Laurino, Eisendrath, Hansen, Schulter, Osterman, Orr -- 24.

Nays -- Aldermen Tillman, T. Evans, Sawyer, Caldwell, Shaw, Carter, Langford, Streeter, Jones, J. Evans, Henry, Cullerton, Pucinski, Natarus, Levar -- 15.

Said ordinance, which failed to pass, reads as follows:

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

SECTION 1. That Chapter 127 of the Municipal Code of Chicago be and the same is hereby amended by the insertion therein, in its proper numerical sequence, a new section, to be known as Section 127-12.1, and to read in italics as follows:

127-12.1. Provisions shall be made in all filling stations for readily accessible toilet facilities as defined and regulated in Chapter 82 of this Code.

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

COMMITTEE ON VETERANS' AFFAIRS.

COMMISSIONER OF PUBLIC WORKS AUTHORIZED AND DIRECTED TO RELOCATE "WAR MEMORIAL" ARMY TANK FROM WEST GRAND AND NORTH WESTERN AVENUES TO NORTHWEST CORNER OF GRAND AND CAMPBELL AVENUES.

The Committee on Veterans' Affairs submitted the following report:

CHICAGO, October 20, 1987.

To the President and Members of the City Council:

Your Committee on Veterans' Affairs having had under consideration a proposed ordinance (which was referred on September 23, 1987) authorizing and directing the Commissioner of Public Works to relocate, on behalf of the American Legion Paul Revere Post No. 623 of the State of Illinois, a Memorial Army Tank from its present location on city-owned property known as the "Rice Triangle" at Grand and Western Avenues to the Smith Park/Chicago Park District, 2526 West Grand Avenue, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) GEORGE HAGOPIAN,
Chairman.

On motion of Alderman Hagopian, 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, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner, Mr. Paul Karas, City of Chicago, Department of Public Works, Bureau of Engineering, is hereby authorized and directed to relocate the Paul Revere Post No. 623, The American Legion, State of Illinois, War Memorial, consisting of an obsolete army tank on a concrete foundation on the small triangular piece of city property known as "Rice Triangle", bounded on the north and south by West Grand Avenue and on east by North Western Avenue; and to relocate the said War Memorial army tank only, on a new concrete foundation, ground level, at northwest corner of Grand Avenue and Campbell Avenue in City of Chicago; and all such installation, be done as soon as possible, by the Commissioner of Public Works, and to be of such nature, design and dimensions as may be to the satisfaction of said Commissioner of Public Works.

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

At this point in the proceedings, Alderman Natarus raised a point of order regarding the Council's action vis-a-vis the report of the Committee on Human Rights and Consumer Protection, holding that passage of an ordinance required a majority vote of twenty-six votes and requesting a new role call vote.

The Chair ruled the point of order *Not Well Taken*, stating that the roll call vote constituted passage of a motion to accept a committee report, rather than passage of an ordinance.

MATTERS PRESENTED BY THE ALDERMEN

(Presented By Wards, In Order, Beginning With The Fiftieth Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.

4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred -- ESTABLISHMENT OF LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location, Distance And Time
STREETER (17th Ward)	South Halsted Street from 7751 to 7759--8:00 A.M. to 4:00 P.M.-- Monday through Friday;
SOLIZ (25th Ward)	West Cermak Road at 1808 (approximately 40 feet)--10:00 A.M. to 6:00 P.M.--Monday through Saturday;
GABINSKI (32nd Ward)	North Lister Avenue (east side) at 2361--2363--7:00 A.M. to 5:30 P.M.-- Monday through Saturday;
LAURINO (39th Ward)	North Kedzie Avenue at 4516--9:00 A.M. to 7:00 P.M., Monday through Friday and 9:00 A.M. to 9:00 P.M., Saturday and Sunday.

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 And Direction
HUELS (11th Ward)	South Wallace Street from West 47th Street to West 49th Street-- northerly;
MADRZYK (13th Ward)	First east-west alley north of West 63rd Street between South Parkside Avenue and South Major Avenue-- easterly;
CARTER (15th ward)	South Winchester Avenue from West 67th Street to West 74th Street-- southerly;
J. EVANS (21st Ward)	Alleys bounded by West 87th Street, West 88th Street, South Paulina Street and South Marshfield Avenue-- east-west alley--easterly and north- south alley-- southerly.

Referred -- AMENDMENT OF ONE-WAY TRAFFIC RESTRICTION ON PORTION OF NORTH MAPLEWOOD AVENUE.

Alderman Mell (33rd Ward) presented a proposed ordinance which would amend an ordinance passed on March 14, 1973 (C.J. pp. 5243--5245) by striking the words "Between North Milwaukee Avenue and West Fullerton Avenue--northerly" relative to the restriction on the movement of vehicular traffic on North Maplewood Avenue and inserting in lieu thereof the words "Between North Milwaukee Avenue and the first alley north of West Fullerton Avenue", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ONE-WAY TRAFFIC RESTRICTION ON PORTION OF NORTH LOCKWOOD AVENUE.

Alderman Cullerton (38th Ward) presented a proposed ordinance which would amend an ordinance passed on September 23, 1987 (C.J. p. 4089) by striking the words "West Irving Park Road" relative to the restriction on the movement of vehicular traffic on North Lockwood Avenue and inserting in lieu thereof the words "West Berteau Avenue", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REMOVAL OF PARKING METERS AT SPECIFIED LOCATIONS.

Alderman Butler (27th Ward) presented twenty-nine proposed orders for the removal of parking meters at the locations designated, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Public Way	Direction
West Polk Street (North side)	From South Winchester Avenue to South Damen Avenue;
South Wolcott Avenue (East side)	From West Harrison Street to West Ogden Avenue;
West Congress Parkway (South side)	From South Wood Street to C.T.A. elevated tracks;
South Ashland Boulevard (West side)	From West Flournoy Street to West Polk Street;
South Paulina Street (East side)	From West Polk Street to West Flournoy Street;
West Harrison Street (South side)	From South Wood Street to West Ogden Avenue;
South Ashland Boulevard (West side)	From West Harrison Street to West Flournoy Street;
South Paulina Street (East side)	From West Flournoy Street to West Harrison Street;
West Harrison Street (South side)	From South Paulina Street to South Ashland Boulevard;
West Harrison Street (North side)	From South Wood Street to West Ogden Avenue;
West Polk Street (North side)	From South Ashland Boulevard to South Paulina Street;
West Harrison Street (South side)	From South Damen Avenue to West Ogden Avenue;
South Wood Street (West side)	From West Harrison Street to West Congress Parkway;

Public Way	Direction
South Wood Street (East side)	From West Harrison Street to West Congress Parkway;
West Harrison Street (North side)	From South Ashland Boulevard to C.T.A. elevated tracks;
West Harrison Street (North side)	From end of West Harrison Street (west of C.T.A. elevated tracks) to South Wood Street;
South Ashland Boulevard (West side)	From West Congress Parkway to West Harrison Street;
West Congress Parkway (North side)	From South Paulina Street to C.T.A. elevated tracks;
West Congress Parkway (North side)	From exit ramp of Eisenhower Expressway to a line even with the east side of South Wood Street;
West Polk Street (North side)	From South Wolcott Avenue to South Winchester Avenue;
West Polk Street (North side)	From South Paulina Street to South Wood Street;
West Harrison Street (South side)	From South Paulina Street to South Wood Street;
South Wood Street (East side)	From West Harrison Street to West Polk Street;
West Polk Street (North side)	From South Wood Street to South Wolcott Avenue;
South Wolcott Avenue (West side)	From West Harrison Street to West Harrison Street to West Ogden Avenue;
South Winchester Avenue (East side)	From West Polk Street to West Ogden Avenue;

Public Way	Direction
South Wolcott Avenue (West side)	From West Polk Street to cul de sac south of West Harrison Street;
South Wolcott Avenue (East side)	From West Polk Street to cul de sac south of West Harrison Street;
South Paulina Street (West side)	From West Polk Street to West Harrison Street.

Referred -- LIMITATION OF PARKING DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location, Distance And Time
BURKE (14th Ward)	South Kedzie Avenue (east side) from West 53rd Place to West 53rd Street- -1 hour--9:00 A.M. to 5:00 P.M.-- Monday through Friday;
BANKS (36th Ward)	West Belmont Avenue (south side) from North Neva Avenue to North Harlem Avenue--1 hour--at all times- -no exceptions.

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
T. EVANS (4th Ward)	South Drexel Boulevard at 4901 (except for handicapped);
SAWYER (6th Ward)	South Greenwood Avenue at 7315 (except for handicapped);
CALDWELL (8th Ward)	South Ellis Avenue at 8352 (except for handicapped);
J. EVANS (21st Ward)	West 100th Place at 331 (except for handicapped);
	South Princeton Avenue at 9952 (except for handicapped);
BUTLER (27th Ward)	South Campbell Avenue at 311 (except for handicapped);
FIGUEROA (31st Ward)	North Central Park Avenue at 1831 (except for handicapped);
	North Keeler Avenue at 1421 (except for handicapped);
	West Grand Avenue (south side) from North Harding Avenue to a point 70 feet east thereof;
MELL (33rd Ward)	North California Avenue, from Irving Park Road to a point 75 feet south thereof;
	North St. Louis Avenue at 2728 (except for handicapped);
AUSTIN (34th Ward)	West 115th Street at 438 (except for handicapped);
BANKS (36th Ward)	North Oak Park Avenue at 3039 (at either side of driveway);
CULLERTON (38th Ward)	North Osage Avenue (east side) from West Cahill Terrace to a point 75 feet north thereof;
	West Roscoe Street at 6309 (at either side of driveway);

Alderman	Location And Distance
SCHULTER (47th Ward)	North Leavitt Street at 3450 (except for handicapped);
OSTERMAN (48th Ward)	West Lawrence Avenue at 941 (one sign in front of the door and one at the entrance to the alley).

Referred -- PROHIBITION OF PARKING DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances, to prohibit the parking of vehicles during the hours designated and at the locations and times specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location, Distance And Time
CARTER (15th Ward)	West 63rd Street (south side) from 1900 to 2000--1:00 P.M. to 3:00 P.M.- -Monday through Friday;
SHEAHAN (19th Ward)	West 110th Place, from South Hoyne Avenue to South Longwood Drive-- 8:00 A.M. to 10:00 A.M.-- Monday through Friday.

Referred -- DISCONTINUANCE OF PARKING PROHIBITION ON PORTION OF SOUTH MICHIGAN AVENUE.

Alderman Shaw (9th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles at 11705 South Michigan Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- DISCONTINUANCE OF PARKING PROHIBITION ON PORTION OF SOUTH CHARLES AVENUE.

Alderman Sheahan (19th Ward) presented a proposed ordinance which would repeal an ordinance passed on May 28, 1969 (C.J. pp. 5599 through 5600) by striking the words "South Charles Avenue (west side) from 10300 to 10320 south", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- DICONTINUANCE OF PARKING PROHIBITION ON PORTION OF SOUTH NEWCASTLE AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance which would repeal an ordinance passed on June 28, 1983, (C.J. p. 300 through 309) by striking the words "South Newcastle Avenue (east side) from a point 154 feet north of West Archer Avenue to a point 25 feet north thereof (5447 South Newcastle Avenue)-- parking prohibited at all times except for the handicapped, parking Permit 605", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- DISCONTINUANCE OF PARKING PROHIBITION ON PORTION OF WEST BELMONT AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance which would repeal an ordinance passed on May 9, 1979 (C.J. p. 116) by striking the words "West Belmont Avenue (south side) between North Neva and North Harlem Avenues," which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- DISCONTINUANCE OF PARKING ON PORTION OF NORTH BROADWAY.

Alderman Osterman (48th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles at 4941 to 4945 North Broadway which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish residential permit parking zones for vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location, Distance And Time
CALDWELL (8th Ward)	South Chappel Avenue (both sides) from 8200 to 8300--at all times;
	8100 block of South Chappel Avenue (both sides) and East 82nd Street (north side) between Jeffery Boulevard and South Chappel Avenue--at all times;

Alderman	Location, Distance And Time
CULLERTON (38th Ward)	5800 block of West Dakin Street (both sides)--4:00 P.M. and 9:00 A.M.--daily;
	5200 and 5300 blocks of West Dakin Avenue (both sides)--at all times;
	5300 block of West Cuyler Avenue (both sides)--at all times;
	5400 block of West Dakin Avenue (both sides)--at all times.

Referred -- EXTENSION OF RESIDENTIAL PERMIT PARKING ZONE 65 ON PORTION OF NORTH FAIRFIELD AVENUE.

Alderman Laurino for Alderman O'Connor (40th Ward) presented a proposed ordinance to extend residential permit parking zone 65 in the 4900 block of North Fairfield Avenue, between West Lawrence Avenue and West Gunnison Street, to include the east side of the 4900 block, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- DESIGNATION OF SERVICE DRIVE/DIAGONAL PARKING AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to designate service drives and permit diagonal parking in the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location And Distance
HAGOPIAN (30th Ward)	3124 North Cicero Avenue, alongside on West Fletcher Street from North Cicero Avenue to the first alley west thereof;
NATARUS (42nd Ward)	West Superior Street (both sides) between North LaSalle Street and North Clark Street.

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES AT ALL TIMES 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
BUTLER (27th Ward)	West Polk Street (north side) from South Winchester Avenue to South Damen Avenue;
	South Winchester Avenue (east side) from West Polk Street to West Ogden Avenue;
	South Wood Street (east side) from West Harrison Street to West Polk Street;
	West Harrison Street (south side) from South Damen Avenue to West Ogden Avenue;
	South Ashland Boulevard (west side) from West Harrison Street to West Flournoy Street;
	South Paulina Street (west side) from West Polk Street to West Harrison Street;
	West Polk Street (north side) from South Wood Street to South Wolcott Avenue;
	West Congress Parkway (north side) from exit ramp of Eisenhower Expressway to a line even with the east side of South Wood Street;
	South Wood Street (east side) from West Harrison Street to West Congress Parkway;
	West Harrison Street (north side) from end of West Harrison Street (west of C.T.A. elevated tracks) to South Wood Street;

Alderman	Location, Distance And Time
	West Congress Parkway (north side) from South Paulina Street to C.T.A. elevated tracks;
	West Harrison Street (north side) from South Ashland Boulevard to C.T.A. elevated tracks;
	West Polk Street (north side) from South Wolcott Avenue to South Winchester Avenue;
	West Harrison Street (south side) from South Paulina Street to South Wood Street;
	South Wolcott Avenue (east side) from West Polk Street to cul de sac south of West Harrison Street;
	South Wolcott Avenue (west side) from West Polk Street to cul de sac south of West Harrison Street;
	South Ashland Boulevard (west side) from West Congress Parkway to West Harrison Street;
	West Congress Parkway (south side) from South Wood Street to C.T.A. elevated tracks;
	South Wolcott Avenue (east side) from West Harrison Street to West Ogden Avenue;
	West Harrison Street (south side) from South Wood Street to West Ogden Avenue;

Alderman	Location, Distance And Time
	West Harrison Street (north side) from South Wood Street to West Ogden Avenue;
	South Ashland Boulevard (west side) from West Harrison Street to West Flournoy Street;
	South Ashland Boulevard (west side) from West Flournoy Street to West Polk Street;
	West Polk Street (north side) from South Ashland Boulevard to South Paulina Street;
	West Harrison Street, from South Paulina Street to South Ashland Boulevard;
	North Kedzie Avenue (south side) West Kinzie Street to 100 feet north of 412 Kinzie Street (Firehouse);
	South Wolcott Avenue (west side) from West Harrison Street to West Ogden Avenue;
	West Polk Street (north side) from South Paulina Street to South Wood Street;
	South Wood Street (east side) from West Harrison Street to West Congress Parkway;
	South Paulina Street (east side) from West Polk Street to West Flournoy Street
	South Paulina Street (east side) from West Flournoy Street to West Harrison Street;
NATARUS (42nd Ward)	East Burton Place at 40;
EISENDRATH (43rd Ward)	2001 North Clark Street;

Alderman	Location, Distance And Time
	1864 North Burling Street (either side of driveway).

Referred -- INSTALLATION OF TRAFFIC CONTROL SIGNALS AT SUNDRY LOCATIONS.

The aldermen named below presented proposed orders for the installation of automatic traffic control signals at the locations specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location
GARCIA (22nd Ward)	Intersection of West 22nd Street and South Lawndale Avenue;
	Intersection of West 27th Street and South Kedzie Avenue;
SOLIZ (25th Ward)	2650 South California Avenue;
EISENDRATH (43rd Ward)	Intersection of North Geneva Terrace and West Fullerton Parkway;
	Intersection of North Orchard Avenue and West Fullerton Parkway;
LEVAR (45th Ward)	Intersection of North Milwaukee Avenue and North Kilpatrick Avenue;
SHILLER (46th Ward)	Intersection of North Racine Avenue and West Montrose Avenue.

Referred -- PROPOSED SURVEY REGARDING INSTALLATION OF AUTOMATIC TRAFFIC CONTROL SIGNALS AT SPECIFIED INTERSECTION.

Alderman Cullerton (38th Ward) presented a proposed order to cause a study to be made with the view to the installation of automatic traffic control signals at the intersection of West Grace Street and North Austin Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

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
BURKE (14th Ward)	West 58th Street and South Artesian Avenue--"Stop";
CARTER (15th Ward)	West 58th Street and South Claremont Avenue--"4-Way Stop";
	West 62nd Street and South Honore Street--"4-Way Stop";
	West 70th Street and South Honore Street--"4-Way Stop";
KELLAM (18th Ward)	South Kolin Avenue (east side) in 8400 Block--"No Parking Any Time";
SHEAHAN (19th Ward)	West 106th Street and South Maplewood Avenue--"4-Way Stop";
	West 111th Street, South Homewood Avenue and South Edmaire Avenue-- "3-Way Stop";
	Northwest corner of West 113th Street and South Campbell Avenue-- "Stop";
J. EVANS (21st Ward)	South Paulina Street in 8700 Block--"Slow--School";
	Southeast corner of South Sangamon Street at West 85th Street--"Stop";
SOLIZ (25th Ward)	West 19th Street and South Wood Street--"4-Way Stop";

Alderman	Location And Type Of Sign
SMITH (28th Ward)	West Congress Parkway at South Homan Avenue and South Kedzie Avenue--"18-Wheel Trucks Prohibited";
	West Monroe Street at South Kenton Avenue--"Stop";
HAGOPIAN (30th Ward)	West Dickens Avenue and North Tripp Avenue--"3-Way Stop";
	North Keating Avenue at North Tripp Street--"Stop";
MELL (33rd Ward)	Northwest corner of North Campbell Avenue at West Charleston Street--"Stop";
BANKS (36th Ward)	"T" alley in back of the premises at 1945 North Newcastle Avenue-- "Stop";
CULLERTON (38th Ward)	North Linder Avenue at West Waveland Avenue--"Stop";
	North Sayre Avenue at West Roscoe Street--"Stop";
	West Waveland Avenue at North Ottawa Avenue--"Stop";
LAURINO (39th Ward)	West Ainslie Street and North Kostner Avenue--"Stop";
	West Balmoral Avenue at North Sawyer Avenue--"Stop";
	North Lowell Avenue at West Carmen Avenue--"Stop";
	West Tahoma Avenue at North Central Avenue--"Stop";
	North Tahoma Avenue at North Minnehaha Avenue--"Stop";

Alderman	Location And Type Of Sign
LAURINO for *O'CONNOR* (40th Ward)	Entrances to the north-south alley bounded by West Wilson Avenue, West Sunnyside Avenue, North Manor Avenue and North Troy Street--"Thru Traffic Prohibited";
PUCINSKI (41st Ward)	West Peterson Avenue and North Mobile Avenue--"4-Way Stop";
NATARUS (42nd Ward)	East Grand Avenue and North Peshtigo Court--"3-Way Stop";
	East Illinois Street and North Peshtigo Court--"3-Way Stop";
LEVAR (45th Ward)	West Eastwood Avenue at North Menard Avenue--"Stop";
	Southwest corner of West Giddings Street at North Menard Avenue-- "Stop";
SCHULTER (47th Ward)	West Cuyler Avenue and North Western Avenue--"No Left Turn";
OSTERMAN (48th Ward)	First north-south alley west of North Wayne Avenue, between West Early Avenue and West Ardmore Avenue--"Slow--Children Playing".

Referred -- ESTABLISHMENT OF FIVE TON WEIGHT LIMIT 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 and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
SMITH (28th Ward)	West Polk Street, from South Cicero Avenue to South Lavergne Avenue;
HAGOPIAN (30th Ward)	North Keating Avenue, between West Wabansia Avenue and West Grand Avenue;

Alderman	Location And Distance
KOTLARZ (35th Ward)	West Byron Street, from North Pulaski Road to North Kilbourn Avenue;
	North Lawndale Avenue, from West Belmont Avenue to West Addison Street;
GILES (37th Ward)	West Potomac Avenue, from North Cicero Avenue to North Lavergne Avenue.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented nine proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning,* as follows:

BY ALDERMAN ROTI (1st Ward):

To classify as an Institutional Planned Development No. 30 (as amended) instead of a Planned Development No. 30 the area shown on Map No. 2-H bounded by

West Congress Parkway; South Ashland Avenue; West Roosevelt Road; and South Oakley Boulevard.

BY ALDERMAN SHAW (9th Ward):

To classify as an R3 General Residence District instead of a B3-2 General Retail District the area shown on Map No. 28-E bounded by

a line 280 feet south of and parallel to East 113th Street; the alley next east of and parallel to South Michigan Avenue; a line 375 feet south of and parallel to East 113th Street; and South Michigan Avenue.

BY ALDERMAN KRYSTYNIAK (23rd Ward):

To classify as an R2 Single-Family Residence District instead of an R4 General Residence District the area shown on Map No. 12-N bounded by a line 117 feet south of and parallel to West 53rd Street; the alley next West of South Natoma Avenue; a line 237 feet south of and parallel to West 53rd Street; and South Natoma Avenue.

To classify as an R2 Single-Family Residence District instead of an R4 General Residence District the area shown on Map No. 12-N bounded by

a line 180 feet north of and parallel to West 54th Street; South Nagle Avenue; a line 80 feet North of and parallel to West 54th Street; and the alley next west of and parallel to South Nagle Avenue.

To classify as an R2 Single-Family Residence District instead of an R4 General Residence District the area shown on Map No. 14-N bounded by

a line 125.5 feet long, 110 feet north of and parallel to West 56th Street; the west line of the alley next east of and parallel to South Natoma Avenue; a line 141.5 feet long 100 feet north of and parallel to West 56th Street; South Nashville Avenue; a line 141.5 feet long, 65 feet north of and parallel to West 56th Street, the west line of the alley next east of and parallel to South Natoma Avenue; a line 125.5 feet long, 50 feet north of and parallel to West 56th Street; and South Natoma Avenue.

To classify as an R2 Single-Family Residence District instead of an R4 General Residence District the area shown on Map No. 14-N bounded by

the alley next south of and parallel to West Archer Avenue; South Nashville Avenue; a line 99.6 feet south of and parallel to the alley next south of and parallel to West Archer Avenue; and the alley next west of and parallel to South Nashville Avenue.

To classify as an R2 Single-Family Residence District instead of an R4 General Residence District the area shown on Map No. 16-N bounded by

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

BY ALDERMAN DAVIS (29th Ward):

To classify as an R3 General Residence District instead of a B5-2 General Service District the area shown on Map No. 2-M bounded by

West Madison Street; a line 25 feet west of and parallel to South Parkside Avenue; the alley first south of and parallel to West Madison Street; and a line 175 feet west of and parallel to South Parkside Avenue.

BY ALDERMAN GABINSKI (32nd Ward):

To classify as a Cl-2 Restricted Commercial District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 5-H bounded by a line perpendicular to North Milwaukee Avenue at a point on the northeast line of North Milwaukee Avenue and 258 feet northwest of the intersection of North Milwaukee Avenue and North Damen Avenue; the alley next northeast of North Milwaukee Avenue; a line perpendicular to North Milwaukee Avenue at a point on the northeast line of North Milwaukee Avenue and 234 feet northwest of the intersection of North Milwaukee Avenue and North Damen Avenue; and North Milwaukee Avenue.

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3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented forty-two 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)	Hilton Hotel Corporation;
SAWYER (6th Ward)	Chatham Park South Cooperative;
	George and Annie M. Burrell;
KRYSTYNIAK (23rd Ward)	Mildred Sokol;
	Angela Stekovich;
	Seymor S. Samson;
	Mary E. Segers;
	Steve Egan;
MELL (33rd Ward)	Louis P. Philon;
BANKS (36th Ward)	Oakfield North Condominium Association;

Alderman	Claimant
LAURINO for *O'CONNOR* (40th Ward)	Cynthia Wisnauski;
O'CONNOR (40th Ward)	Mozart Vista Condominium Association;
PUCINSKI (41st Ward)	Norwood Point Condominium Association;
	Cassiel Condominium Association;
	Edgewood Manor I;
	Edison Village Condominium Association;
	Edison Place Condominium Association;
	Evelyn Lane Condominium;
	Higgins Terrace Condominium Association, Incorporated;
	Innisbrook No. 2 Condominium Association;
	Innisbrook No. 4 Condominium Association;
	6005--6009 North Neola Condominium Association;
LEVAR (45th Ward)	Windsor West Condominium Association;
	Goodman Courts Condominium Association;
SHILLER (46th Ward)	Waveland Courts Condominium Association;

Alderman	Claimant
OSTERMAN (48th Ward)	Park Tower Condominium Association;
	Hollywood Towers Condominium Association;
	5000 Marine Drive Corporation;
	The Statesman Condominium Association;
	1407--1409 West Elmdale Condominium Association;
	Thorndale Beach North Condominium Association;
	5445 Edgewater Plaza Condominium Association;
ORR (49th Ward)	6970--6972 North Ashland Condominium Association;
	1428 West Fargo Condominium Association;
	1100--1102 Columbia Condominium Association;
	Greenleaf Condominium Association;
	6217--6219 Magnolia Association;
	Greenleaf Apartment Building Corporation;
	Lunt Avenue Condominium and Health Club; (Vera Metzger)
	Glenwood Homes Condominium Association;

Alderman	Claimant
	Lunt Avenue Condominium and Health Club; (Warren Larson)
	Bruce Wayde McNeal.

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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):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF SPECIFIED PUBLIC ALLEY.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the east-west 10-foot public alley and all of the north-south 12-foot public alley in the block bounded by West Madison Street, West Monroe Street, South Wells Street and South LaSalle Street for American National Bank and Trust Company of Chicago, as Trustee, Trust 65287 (No. 16-1-87-1189); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Roti 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 Roti, the foregoing proposed order was *Passed*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS FOR VARIOUS PURPOSES.

Also, five proposed ordinances to grant permission and authority to the organizations listed below for the purposes specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Burlington Northern Railroad Company--to install, maintain and use an inspection manhole in the public way adjacent to 1443--1449 South Canal Street;

Chicago Market Company--to maintain and use, as now constructed, a loading platform adjacent to 1101 West Fulton Street;

Illinois Bell Telephone Company--to maintain and use, as now constructed, a steam system, two manholes, a cast iron conduit, a Commonwealth Edison Service Vault, a tunnel, and further, to construct, maintain and use a canopy, all in reference to sundry office locations;

Lake Shore National Bank, as trustee under trust 4361--to maintain and use, as now constructed, a decorative archway spanning the width of Arcade Court immediately east of South LaSalle Street adjacent to 19 South LaSalle Street; and

LaSalle National Bank, under trust 107483--to maintain and use, as now constructed, vaulted areas under portions of South LaSalle Street, West Adams Street; South Wells Street; and West Quincy Street; an ornamental clock at South LaSalle Street and West Adams Street; and a canopy, all adjacent to 208 South LaSalle Street.

Referred -- AMENDMENT OF GRANT OF PRIVILEGE FOR R.R.E.E.F. U.S.A. FUND III, INCORPORATED.

Also, a proposed ordinance to amend an ordinance passed by the City Council on July 29, 1987 by changing the area related to the grant of privilege for R.R.E.E.F. U.S.A. Fund III, Incorporated, which was *Referred to the Committee on Streets and Alleys.*

Referred -- APPROVAL OF SPECIFIED PLATS OF SUBDIVISIONS.

Also, two proposed ordinances directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve the plats of subdivisions as specified below, which were *Referred to the Committee on Streets and Alleys,* as follows:

Plat of Dearborn Park Unit Number 2 Subdivision--located in the area bounded by West Roosevelt Road; West 15th Street; South Clark Street and South State Street (for Dearborn Park Corporation); and

Plat of Garibaldi Square Subdivision--located on the south side of West Harrison Street, between South Ashland Avenue and South Loomis Street.

Referred -- AMENDMENT OF NORTH HOLDEN COURT VACATION ORDINANCE.

Also, a proposed ordinance to amend an ordinance passed by the City Council on October 6, 1986 vacating a portion of North Holden Court, between North State Street and North Wabash Avenue, by increasing the period allotted for payment of compensation and recording of ordinance from twelve to fifteen months, which was *Referred to the Committee on Streets and Alleys.*

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF SOUTH FINANCIAL PLACE TO HOLD HALLOWEEN PARTY.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Muscular Dystrophy Association and Terry Frederiksen to close to traffic South Financial Place, between West Congress Parkway and West Van Buren Street, for a halloween party held in conjunction with a Muscular Dystrophy Association fundraiser, from 6:00 P.M. on October 31, 1987 to 2:00 A.M. on November 1, 1987, 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 individual and 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:

Mr. Joseph C. Lyon--five canopies at 36 West Randolph Street, 180 West Randolph Street, and 115 North Wabash Avenue;

The Florsheim Shoe Company--one canopy at 130 South Canal Street; and

The Jackson Corporation--one canopy at 15 East Washington Street.

Presented By

ALDERMAN RUSH (2nd Ward):

Referred -- EXEMPTION OF PARKING FACILITIES AT 3158 SOUTH GILES AVENUE FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY.

A proposed order directing the Commissioner of Public Works to exempt the owner of the parking facilities at 3158 South Giles Avenue, a commercial driveway permit holder, from the physical barrier requirement pertaining to alley accessibility, pursuant to the provisions of Municipal Code Chapter 33, Section 33- 19.1, which was *Referred to the Committee on Streets and Alleys.*

Referred -- OPPOSITION TO UNITED STATES HOUSE OF REPRESENTATIVES' TAX BILL AMENDMENT LIMITING ABILITY OF MUNICIPALITIES TO ACQUIRE ASSETS OF UTILITY COMPANIES.

Also, a proposed resolution urging the members of the Chicago City Council to join the New Orleans City Council in expressing concern with and opposition to any proposal limiting the ability of individual municipalities to acquire utility company assets and further urging United States Representative Dan Rostenkowski to withdraw a proposed tax bill amendment incorporating such limitations.

Alderman Rush 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 Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Fary, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Butler, Smith, Davis, Figueroa, Mell, Austin, Giles, Shiller, Osterman, Orr -- 25.

Nays -- Aldermen Vrdolyak, Huels, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Hagopian, Gabinski, Banks, Cullerton, Laurino, Pucinski, Levar -- 14.

Thereupon, said proposed resolution was *Referred to the Committee on Energy, Environmental Protection and Public Utilities.*

Referred -- COMMITTEE ON LOCAL TRANSPORTATION URGED TO HOLD PUBLIC HEARINGS ON CLOSING OF RAPID TRANSIT STATION AT EAST 40TH AND SOUTH INDIANA AVENUES.

Also, a proposed resolution urging the City Council Committee on Local Transportation to hold public hearings in reference to the closing of the Chicago Transit Authority rapid transit station at East 40th and South Indiana Avenue and its impact on the surrounding community, which was *Referred to the Committee on Local Transportation.*

Presented By

ALDERMAN BLOOM (5th Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF SPECIFIED PUBLIC ALLEY.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all the remaining alleys in the block bounded by East 70th Place, East 71st Street, South Oglesby Avenue and South South Shore Drive for South Chicago Savings Bank, as trustee, Trust 11-2220 (No. 24-5-87- 1191); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Bloom 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 Bloom, the foregoing proposed order was *Passed.*

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF EAST 59TH STREET TO HOLD MEDIEVAL RENAISSANCE EXPOSITION.

Also, a proposed order directing the Commissioner of Public Works to grant permission to student/Baum of the University of Chicago student organization to close to traffic East 59th Street, from South Woodlawn Avenue to South Kimbark Avenue, for a Medieval Renaissance Exposition on October 24, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN SHAW (9th Ward):

DRAFTING OF ORDINANCES DIRECTED FOR VACATION OF SPECIFIED PUBLIC WAYS.

Two proposed orders reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of West 117th Place lying between the east line of South State Street and the west line of the first north-south 18-foot public alley east of South State Street for The Catholic Charities (No. 22-9-87-1193); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of East 134th Place lying between the east line of South Forest Avenue and the west line of South Dr. Martin Luther King Jr. Drive for T.B.I., Incorporated (No. 34-9-87-1192); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

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

On motion of Alderman Shaw, each of the foregoing proposed orders was *Passed*.

TRIBUTE TO LATE MR. CHARLIE CORE.

Also, a proposed resolution reading as follows:

WHEREAS, God in His Infinite Wisdom has called to his eternal reward Charlie Core, longtime Chicago citizen, on October 15, 1987; and

WHEREAS, Charlie Core, a resident of Chicago's great south side, was highly active in his community and will be sorely missed. Married to the late Willie Cottingham, Charlie Core leaves one daughter and son-in-law, Mr. and Mrs. Jack Burke, and nine grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago do hereby express our deep sorrow on the passing of Charlie Core, and extend to his family and friends our sense of loss and bereavement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Charlie Core.

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, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

TRIBUTE TO LATE MRS. CLAUDETTE BANKS GLENN.

Also, a proposed resolution reading as follows:

WHEREAS, God in His Infinite Wisdom has called to her eternal reward Claudette Banks Glenn; and

WHEREAS, Claudette Banks Glenn, a native of Chicago and lifelong resident of Chicago's great south side, confessed her faith in Christ at an early age and was baptized at Ebenezer Baptist Church; and

WHEREAS, On October 1, 1968, Claudette (nee Banks) united in holy matrimony to Harold H. Glenn. To this union were born Lisa Nicole and Eric Vincent Glenn; and

WHEREAS, An accomplished pianist, Claudette Banks Glenn joined Lilydale First Baptist Church where she shared her great musical gifts, and also served selflessly and with great commitment on the Nurses Aid Board; she was an outstanding citizen, a dedicated religious woman, and a friend to many; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago do hereby express our sorrow on the passing of Claudette Banks Glenn, and extend to her family and her many friends and neighbors our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Claudette Banks Glenn.

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, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

TRIBUTE TO LATE MRS. ELIZABETH O. LEWIS.

Also, a proposed resolution reading as follows:

WHEREAS, God in His Infinite Wisdom has called to her eternal reward Elizabeth O. Lewis, on October 18, 1987; and

WHEREAS, Born September 3, 1910, in Atlanta, Georgia, Elizabeth O. Lewis, came to Chicago in 1926, and was employed at Kraft Foods Company until her retirement in 1975; and

WHEREAS, A Chicago citizen throughout her married life, Elizabeth O. Lewis, remained highly active in both family and community life. She and her husband, the late John Lewis, had four children, thirteen grandchildren and six great-grandchildren. Elizabeth O. Lewis was beloved by all who knew her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago do hereby voice our sorrow on the passing of Elizabeth O. Lewis, and extend to her 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 Elizabeth O. Lewis.

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, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

Referred -- AMENDMENT OF MUNICIPAL CODE BY ADDITION OF NEW CHAPTER 164.1 ENTITLED "RETAIL CLOTHING SALES."

Also, a proposed ordinance to amend the Municipal Code of Chicago by the addition of a new chapter to be known as Chapter 164.1 and entitled "Retail Clothing Sales", which was *Referred to the Committee on License.*

Referred -- RENAMING OF PORTION OF SOUTH FOREST AVENUE AS "DR. JAMES T. WATSON BOULEVARD."

Also, a proposed order directing the Commissioner of Public Works to consider renaming that part of South Forest Avenue, from 11400 to 11500, as "Dr. James T. Watson Boulevard", which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN VRDOLYAK (10th Ward):

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION OF SIGN/SIGNBOARD AT 10550 SOUTH AVENUE B.

A proposed order directing the Commissioner of Inspectional Services to issue a sign permit to James D. Ahern and Company for the erection of a sign/signboard at 10550 South Avenue B for Burger King, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN HUELS (11th Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF WEST 37TH STREET.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of that part of West 37th Street lying between the west line of South Sangamon Street and the east line of the north-south 18-foot public alley west of South Sangamon Street for the Exchange National Bank of Chicago, as trustee, Trust 21038 (No. 32-11-87-1175); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Huels 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 Huels, the foregoing proposed order was *Passed.*

TRIBUTE TO LATE MS. CATHERINE "KAY" ANDREWS.

Also, a proposed resolution reading as follows:

WHEREAS, Catherine "Kay" Andrews has passed away on October 19, 1987, at the age of 71; and

WHEREAS, Kay Andrews a lifelong resident of Bridgeport, Secretary of St. Bridget's Bingo Association, Past President, Past Altar and Rosary Guild Executive Member, and Booster ticket seller will be greatly missed; and

WHEREAS, Kay was a fine family woman who will be missed tremendously by her family and friends; and

WHEREAS, Kay Andrews was loved and respected by all who knew her for her compassion for people and her sincere love and devotion to her family and friends; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 28th day of October in 1987, do hereby mourn the death of Kay Andrews and may we also extend our deepest sympathy to the many family and friends of Catherine "Kay" Andrews; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Catherine "Kay" Andrews.

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, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

TRIBUTE TO LATE MRS. HANNAH CORCORAN.

Also, a proposed resolution reading as follows:

WHEREAS, Hannah Corcoran has passed away on October 14, 1987, at the age of 84; and

WHEREAS, Hannah Corcoran a lifelong resident of Bridgeport, founder of St. David's Senior Citizens Club; and

WHEREAS, Hannah was a fine family woman who will be missed tremendously by her five sons, six daughters, twenty-four grandchildren and four great grandchildren; and

WHEREAS, Hannah was loved and respected by all who knew her for her compassion for people and her sincere love and devotion to her family and friends; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 28th day of October in 1987, do hereby mourn the death of Hannah Corcoran and may we also extend our deepest sympathy to the many family and friends of Hannah Corcoran; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Hannah Corcoran.

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, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

TRIBUTE TO LATE MRS. GLORIA FRANKENBACH.

Also, a proposed resolution reading as follows:

WHEREAS, Gloria Frankenbach has passed away on August 30, 1987; and

WHEREAS, Gloria Sonor Frankenbach, dearly beloved wife of the late Patrick "Joe"; and loving mother of Patrick "P.J." (Sherry) and Margaret "Peggy" (Dr. Michael) Regan; fond gram of Katie and Elizabeth and Katie Regan; dearest sister and best friend of Helen (Jim) McNamara; devoted daughter of the late Frank and Elizabeth Wulff Sonor; loving aunt of Jim, Mary and Margaret McNamara; fond niece of Mary Judge; dear sister-in-law of William Frankenbach, Jo "Sis" (Jim) McNamara, James (Kaye) Frankenbach, John (Shirley) Frankenbach and Virginia (the late Walter) Frankenbach Conley; dear aunt of many loving and caring nieces and nephews; traveling companion of Peg and Pat McNamara and Marcella O'Niell; and

WHEREAS, Gloria Frankenbach was a member of the 11th Ward Democratic Organization where she had served as the Ward secretary for 18 years; and

WHEREAS, Gloria was loved and respected by all who knew her for her compassion for people and her sincere love and devotion to her family and friends; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 28th day of October in 1987, do hereby mourn the death of Gloria Frankenbach and may we also extend our deepest sympathy to the many family members and friends of Gloria Frankenbach; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Gloria Frankenbach.

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, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

TRIBUTE TO LATE MR. CHARLES NUGARA.

Also, a proposed resolution reading as follows:

WHEREAS, Charles Nugara has passed away on September 24, 1987; and

WHEREAS, Mr. Charles Nugara passed away at the age of 105, was known in Bridgeport as "Nanu" (Sicilian for grandfather); and

WHEREAS, Charles was a fine family man who will be missed tremendously by his three sons, five daughters, seventeen grandchildren and thirty-three great grandchildren; and

WHEREAS, Charles was loved and respected by all who knew him for his appearances in the Columbus Day Parades and at Italian Festivals. He will be greatly missed; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 28th day of October in 1987, do hereby mourn the death of Charles Nugara and may we also extend our deepest sympathy to the many family members and friends of Charles Nugara; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Charles Nugara.

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, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO MR. AND MRS. EDWIN LIGUE ON THEIR 40TH WEDDING ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Edwin Ligue will celebrate their 40th Wedding Anniversary on October 18, 1987; and

WHEREAS, Edwin and Mary Ligue are longtime residents of the 11th Ward; and

WHEREAS, The union of their marriage has brought their fine family into this world; and

WHEREAS, Edwin and Mary will celebrate this joyous occasion with their family and friends on October 18, 1987; and

WHEREAS, Mr. and Mrs. Edwin Ligue exemplify the goal to which most humans aspire, typifying the togetherness, warmth, sense of mutual accomplishment that are the key factors in the inevitable 40 years of wedded bliss; now, therefore, *Be It Resolved,* That we the Mayor and the members of the City Council gathered on this 28th day of October do hereby extend our sincerest congratulations to Edwin and Mary as they celebrate their 40th anniversary together, and may we also extend our warmest best wishes to them for the many years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Mr. and Mrs. Edwin Ligue.

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, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

Presented By

ALDERMAN MADRZYK (13th Ward):

Referred -- EXEMPTION OF WEST LAWN FOODS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY.

A proposed order directing the Commissioner of Public Works to exempt West Lawn Foods, a commercial driveway permit holder, from the physical barrier requirement pertaining to alley accessibility, pursuant to the provisions of Municipal Code Chapter 33, Section 33-19.1, for its locations at 5822 South Pulaski Road and 4007 West 58th Place, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN KELLAM (18th Ward):

Referred -- INSTALLATION OF LIGHT POLE BANNERS AND SIGNS FOR BUSINESS DISTRICT AND COMMUNITY IDENTIFICATION AT SPECIFIED LOCATIONS.

A proposed order authorizing the Commissioner of Public Works to install light pole banners and signs for business district and community identification along portions of South Ashland Avenue, South Damen Avenue, South Western Avenue, South California Avenue, South Kedzie Avenue, West 79th Street and West 83rd Street, which was *Referred to the Committee on Streets and Alleys.*

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION OF SIGN/SIGNBOARD AT 8101 SOUTH CICERO AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a sign permit to M-K Signs for the erection of a sign/signboard at 8101 South Cicero Avenue for The Annex, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN J. EVANS (21st Ward):

Referred -- ISSUANCE OF PERMIT FOR OPERATION OF NEWSSTAND AT INTERSECTION OF WEST 102ND STREET AND SOUTH VINCENNES AVENUE.

A proposed order directing the Commissioner of Public Works to issue a newsstand permit to Mr. Malcolm Stubbs for the operation of a newsstand at the southeast corner of West 102nd Street and South Vincennes Avenue, on a daily basis, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN KRYSTYNIAK (23rd Ward):

Referred -- ISSUANCE OF PERMIT FOR CONSTRUCTION AND MAINTENANCE OF CANOPY AT 5151 SOUTH PULASKI ROAD.

A proposed order authorizing the City Comptroller to issue a permit to Pulaski Joint Venture to construct, maintain and use a canopy attached to the building or structure at 5151 South Pulaski Road, which was *Referred to the Committee on Streets and Alleys.*

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION OF SIGN/SIGNBOARD AT 5114 SOUTH KNOX AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a sign permit to Grate Sign Company for the erection of a sign/signboard at 5114 South Knox Avenue for Clover Club Beverages, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN HENRY (24th Ward):

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF ALLEY WITHIN 2100 BLOCK OF SOUTH ST. LOUIS AVENUE FOR SCHOOL PURPOSES.

A proposed order directing the Commissioner of Public Works to grant permission to Mr. Terrell Murray, Principal of Crown Elementary School, to close to traffic the alley in the 2100 block South St. Louis Avenue, beginning October 23, 1987, between the hours of 8:30 A.M. to 9:00 A.M. and 2:25 P.M. to 2:45 P.M., Monday through Friday, for the entire school year, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

ALDERMAN SOLIZ (25th Ward):

Referred -- INSTALLATION OF LIGHT UNDER VIADUCT ON PORTION OF WEST CERMAK ROAD.

A proposed order directing the Commissioner of Public Works to consider the installation of a light under the viaduct located on West Cermak Road, between South Rockwell Street and South Western Avenue, which was *Referred to the Committee on Finance.*

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION OF SIGN/SIGNBOARD AT 2515 WEST CERMAK ROAD.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a sign permit to James D. Ahern and Company for the erection of a sign/signboard at 2515 West Cermak Road for Burger King, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN BUTLER (27th Ward):

Referred -- EXEMPTION OF RUSH-PRESBYTERIAN-ST. LUKE'S MEDICAL CENTER FROM ALL CITY FEES AS CONSEQUENCE OF ITS NOT-FOR-PROFIT STATUS.

A proposed ordinance to exempt the Rush-Presbyterian-St. Luke's Medical Center, a not-for-profit corporation in the business of health care, from the payment of all city fees during the calendar year 1988, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN SMITH (28th Ward):

Referred -- PERMISSION TO CLOSE TO TRAFFIC ALLEY ENTRANCES IN SPECIFIED AREA UPON REQUEST OF CITIZENS.

A proposed order directing the Commissioner of Public Works to consider the closing of the entrances to the alleys in the block bounded by West Taylor Street, West Arthington Street, South Springfield Avenue, and South Independence Boulevard to prohibit the use of said area as dumping ground, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN DAVIS (29th Ward):

PERMISSION GRANTED FOR BOULEVARD RUN ON PORTIONS OF WEST JACKSON BOULEVARD AND WEST MENARD AVENUE.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Mr. Robert ReChord and the Austin Schock Neighborhood Association for the conduct of a Boulevard Run for Sunday, November 8, 1987--8:30 A.M. to 10:00 A.M.--to prohibit vehicular and C.T.A. traffic over the portion of streets affected as provided by said ordinance, as follows:

> West Jackson Boulevard (both sides) in the 5600 to 5900 and West Menard Avenue (both sides) in the 200 to 300 North.

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

On motion of Alderman Davis, 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, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 194A, SECTION 11.9-3.2 ADDING REQUIREMENT FOR FILING OF DISCLOSURE STATEMENT BY MAYOR AND ALDERMEN.

Also, a proposed ordinance to amend Chapter 194A, Section 11.9-3.2 of the Municipal Code of Chicago by requiring that the Mayor and Aldermen file disclosure statements when applying for zoning changes, which was *Referred to the Committee on Zoning*.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 194A BY ADDING VARIOUS SECTIONS CONCERNING REGULATIONS IMPOSED ON RADIO AND TELEVISION TOWERS.

Also, a proposed ordinance to amend Chapter 194A, of the Municipal Code of Chicago by adding new Sections 7.4-4(6), 8.4-1(12), 9.4-4(4), new language to Section 10.4-1(6) and deleting Section 11.11-1(q) of Article 11, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN DAVIS (29th Ward) And OTHERS:

Referred -- CITY COUNCIL AND DEPARTMENT OF HEALTH URGED TO DEVELOP CODE OF ETHICS AND RULES AND REGULATIONS FOR HEALTH MAINTENANCE ORGANIZATIONS.

A proposed resolution presented by Aldermen Davis, Shaw and Streeter urging the City Council to develop a Code of Ethics for Health Maintenance Organizations and the Department of Health to develop rules and regulations by which Health Maintenance Organizations must operate, which was *Referred to the Committee on Health.*

Presented By

ALDERMAN HAGOPIAN (30th Ward):

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE OF EXISTING CANOPIES AT 3200 NORTH CICERO AVENUE.

A proposed order directing the City Comptroller to issue a permit to Fannie May Candy Shops, Incorporated for the maintenance and use of existing canopies attached to the building or structure at 3200 North Cicero Avenue, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN GABINSKI (32nd Ward):

Referred -- APPROVAL OF PROPERTY LOCATED AT 1650 NORTH ELSTON AVENUE AS APPROPRIATE FOR CLASS 6b INCENTIVES UNDER COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE.

A proposed resolution to approve the classification of the property known as the Howe Corporation and located at 1650 North Elston Avenue as appropriate for Class 6b incentives under the Cook County Real Property Classification Ordinance which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN MELL (33rd Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON PORTION OF NORTH MILWAUKEE AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to Mr. Art Gartzman to hold a sidewalk sale at 2062--2064 North Milwaukee Avenue, for the period of October 22, 23, 24, 25, 29, 30, 31, 1987--9:00 A.M. to 9:00 P.M. and November 1, 1987--9:00 A.M. to 9:00 P.M., which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN AUSTIN (34th Ward):

Referred -- INSTALLATION OF ALLEY LIGHT BEHIND 11739 SOUTH EGGLESTON AVENUE.

A proposed order directing the Commissioner of Public Works to consider the installation of an alley light in the rear of the premises at 11739 South Eggleston Avenue, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- ISSUANCE OF SIGN PERMITS FOR ERECTION OF SIGNS/SIGNBOARDS AT SPECIFIED LOCATIONS.

A proposed order directing the Commissioner of Inspectional Services to issue a sign permit to Courtesy Neon Sales for the erection of two signs/signboards at 6500 West Fullerton Avenue and 6450 West Fullerton Avenue respectively,' for advertising purposes, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN PUCINSKI (41st Ward):

CONGRATULATIONS EXTENDED TO CHICAGO INTERCOLLEGIATE COUNCIL ON ITS 60TH ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, The Chicago Intercollegiate Council was founded in 1927 as an organization of Polish-American students; and

WHEREAS, The purpose of the Chicago Intercollegiate Council was to foster pride in the Polish heritage among young people at Chicago area universities; and

WHEREAS, This year the Chicago Intercollegiate celebrates the 60th anniversary of its founding; and

WHEREAS, In 1946 the Chicago Intercollegiate Council organized the University Ball to establish a scholarship fund for Polish-American students; and

WHEREAS, The scholarships are granted in the fields of medicine, law, economics, business, the arts, engineering and the sciences; and

WHEREAS, The Chicago Intercollegiate Council has contributed to the Professorship of Polish Literature at the University of Chicago, established a library of Polish Literature at DePaul University, organized Christmas parties for orphans and under-privileged children in Chicago, provided funding for the Copernicus Center and to the Polish Teachers Association to print Polish language books, organized numerous symposiums and lectures; and

WHEREAS, Membership in the Chicago Intercollegiate Council is well represented in the fields of law, medicine, finance, communications, government, engineering, the arts and students, all of whom are dedicated to keeping the Polish heritage alive in the minds of young Polish-Americans; and

WHEREAS, On November 14, 1987 the Chicago Intercollegiate Council will award $15,000 to 15 Chicago area students at the 41st Annual University Ball; and

WHEREAS, The Chicago Intercollegiate Council to date has awarded more than $125,000 to deserving students; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council hereby extend our sincerest congratulations to the Chicago Intercollegiate Council on their 60th Anniversary of its founding and wish them further success in all their educational and charitable causes.

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

On motion of Alderman Pucinski, the foregoing proposed resolution was *Adopted* 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, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- AMENDMENT OF GRANT OF PRIVILEGE IN PUBLIC WAY FOR MOBAR CORPORATION.

A proposed ordinance to amend an ordinance passed by the City Council on October 9, 1985 by striking from Section 1, the following language "Each bay window shall be nine (9) feet in length and shall extend two (2) feet into the public way" and inserting in lieu thereof "Each bay window shall be nine (9) feet in length and shall extend two (2) feet into the public way. 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", which was *Referred to the Committee on Streets and Alleys.*

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF WEST KINZIE STREET FOR RECEPTION AND ART EXHIBITION AT BOOTH COLD STORAGE BUILDING.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Kim Soren Larsen/Kim Soren Larsen Photography, to close to traffic the south half of the roadway in front of 121 West Kinzie Street (including the parking lot) on Friday, November 6, 1987, to hold an art exhibition held in conjunction with a reception at the Booth Cold Storage Building, 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 Commitee on Streets and Alleys,* as follows:

Dearborn-Kinzie Partners--five canopies at 33 West Kinzie Avenue;

210 East Pearson Condominiums--one canopy at 210 East Pearson Street; and

936 North Rush Street Corporation--one canopy at 936 North Rush Street.

Referred -- INSTALLATION OF TWO ISLANDS AT 361 WEST CHESTNUT STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to M.R.S.A. Architects to install two islands at 361 West Chestnut Street, which was *Referred to the Committee on Streets and Alleys.*

Referred -- REMOVAL OF STREET LIGHTS ON PORTIONS OF EAST OAK STREET.

Also, a proposed order directing the Commissioner of Public Works to remove street lights in front of various addresses on East Oak Street, which was *Referred to the Committee on Finance.*

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 37 BY ADDING NEW SECTIONS 37-30 AND 37-31 REGARDING HELICOPTER USAGE AND FINES.

Also, a proposed ordinance to amend Chapter 37 of the Municipal Code by adding new Sections 37-30 and 37-31 concerning the operation of helicopters engaged in removing external objects and imposing fines for violation of the prescribed operation, which was *Referred to the Committee on Local Transportation.*

Presented By

ALDERMAN EISENDRATH (43rd Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 156 BY ADDITION OF NEW SECTIONS CONCERNING VALET PARKING SERVICES.

A proposed ordinance amending Chapter 156 of the Municipal Code by adding new Sections 156-5, 156-6, 156-7 and 156-8 therein concerning requirements for businesses to obtain licenses to operate valet parking services and the fines imposed for noncompliance, which was *Referred to the Committee on License.*

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE OF EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, two 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:

Nichiren Shoshu of America (N.S.A.) Chicago Culture Center--one canopy at 624 West Wrightwood Avenue; and

Twin Anchors, Incorporated--two canopies at 1655 North Sedgwick Street.

Presented By

ALDERMAN LEVAR (45th Ward) And ALDERMAN CULLERTON (38th Ward):

CONGRATULATIONS EXTENDED PORTAGE PARK CHAMBER OF COMMERCE ON ITS FIFTIETH ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, The Portage Park Chamber of Commerce, one of the most influential and active organizations on Chicago's great northwest side, is celebrating fifty years of continuous and outstanding community service; and

WHEREAS, The Portage Park Chamber of Commerce was incorporated March 27, 1937, and over the past half century has contributed so greatly to the area's growth and prosperity. Probably its major accomplishment has been the streetscape improvement program in the area Irving Park Road, Cicero Avenue and Milwaukee Avenue, which added a half million dollars in revenue to the community, and created what is considered the "Number One Shopping Strip" in the City of Chicago; and

WHEREAS, The 175 members of the Portage Park Chamber of Commerce are dedicated to the continuous development and maintenance of the area, and to that end are highly active in community affairs, and in the marketing of Portage Park in addition to exploring all forms of economic development of the community; and

WHEREAS, The leaders of this great City are cognizant of and grateful for the many accomplishments of the Portage Park Chamber of Commerce in making our Chicago a better place to live and work; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of October, 1987, A.D., do hereby express our congratulations and our gratitude to the Portage Park Chamber of Commerce on fifty years of outstanding community service, and extend to its current president, Eunice Borovik, and its 175 dedicated members our best wishes for many more years of accomplishment and success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Portage Park Chamber of Commerce.

Alderman Levar 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 Levar, 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, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION OF SIGN/SIGNBOARD AT 4444 WEST IRVING PARK ROAD.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a sign permit to Sure Light Service Company for the erection of a sign/signboard at 4444 West Irving Park Road for advertising purposes, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN STONE (50th Ward) And ALDERMAN O'CONNOR (40th Ward):

Referred -- APPLICATION FOR CITY OF CHICAGO CHARITABLE SOLICITATION PERMIT FOR CHICAGO HEART ASSOCIATION, INCORPORATED.

A proposed order granting permission to Chicago Heart Association, Incorporated for charitable solicitation of funds, which was *Referred to the Committee on Finance.*

5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ET CETERA.

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance,* as follows:

FREE PERMIT:

BY ALDERMAN PUCINSKI (41st Ward):

Archdiocese of Chicago/Immaculate Conception Church, 7211 West Talcott Avenue--for the installation of a boiler.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN SMITH (28th Ward):

Bethany Hospital, 3435 West Van Buren Street.

BY ALDERMAN GABINSKI (32nd Ward):

Saint Mary of Nazareth Hospital Center, 2233 West Division Street.

BY ALDERMAN GILES (37th Ward):

Lutheran Family Mission Day Care Center, 855 North Monticello Avenue.

BY ALDERMAN SCHULTER (47th Ward):

Bethany Hospital of the Methodist Church, at various locations (2).

Ravenswood Hospital Medical Center, 4550 North Winchester Avenue.

Martha Washington Hospital, 4055 North Western Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN ROTI (1st Ward):

Ada S. McKinley Community Services, 2352 South Calumet Avenue--annual driveway and maintenance inspection fees.

BY ALDERMAN TILLMAN (3rd Ward):

Ada S. McKinley Community Services, various locations--elevator, boiler and fuel burning equipment and annual building inspection fees (3).

BY ALDERMAN T. EVANS (4th Ward):

Lutheran School of Theology, various locations--annual building inspection fees.

BY ALDERMAN CALDWELL (8th Ward):

Ada S. McKinley Community Services, 1112 East 87th Street--annual fuel burning equipment inspection fees.

BY ALDERMAN GILES (37th Ward):

Action Community Coalition, 5251 West North Avenue--annual mechanical ventilation inspection fees.

BY ALDERMAN EISENDRATH (43rd Ward):

Lutheran General Hospital, 2035 North Lincoln Avenue--3 B&W water tube boilers.

Moody Bible Church, 1609 North LaSalle Street--annual parking sign maintenance and surcharge fees.

BY ALDERMAN HANSEN (44th Ward):

Redemptorist Fathers, 2936 North Southport Avenue--annual public place of assembly inspection fee.

BY ALDERMAN STONE (50th Ward):

Northwest Home for the Aged, 6300 North California Avenue--elevator inspection fee.

WATER RATE EXEMPTIONS:

BY ALDERMAN HENRY (24th Ward):

Greater Saint Paul African Methodist Episcopal Church, 4236--4240 West Cermak Road.

BY ALDERMAN GABINSKI (32nd Ward):

Louis Ortega, 1515 West Chestnut Street.

BY ALDERMAN AUSTIN (34th Ward):

Christ Family Methodist Baptist Church, 10540--10546 South Halsted Street.

BY ALDERMAN STONE (50th Ward):

Congregation Ezras, 2746--2756 West Lunt Avenue.

Northwest Home for the Aged, 6300 North California Avenue.

Misericordia Heart of Mercy Home, 6300 North Ridge Avenue.

Guardian Angel Orphanage, 6364--6368 North Ridge Avenue.

REFUND OF FEE:

BY ALDERMAN BUTLER (27th Ward):

Heudy J. Carlisle, Pastor and Alma Carlisle, True Solid Rock Methodist Baptist Church, 1805 South Kedzie Avenue.in the amount of $250.00.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (October 15, 1987).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on October 15, 1987 at 10:00 A.M., signed by him as such City Clerk.

Alderman Natarus moved to *Correct* the printed Official Journal as follows:

Page 5355--by inserting at the head of line thirteen counting from the top of the page the words "for all that they".

The motion to correct *Prevailed.*

Thereupon, Alderman T. Evans moved to *Approve* said printed Official Journal as *Corrected*, and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

UNFINISHED BUSINESS.

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREAS.

On motion of Alderman T. Evans, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of October 15, 1987, pages 5265 through 5306, recommending that the City Council pass said proposed ordinances amending the Chicago Zoning Ordinance by reclassifying particular areas.

On motion of Alderman Davis, 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, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

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

Reclassification Of Area Shown On Map No. 1-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B6-7 Restricted Central Business District symbols and indications as shown on Map No. 1-F in the area bounded by

> West Randolph Street; a line from a point 330.24 feet east of North Canal Street along the south line of West Randolph Street, to a point 286.17 feet east of North Canal Street along the north line of West Washington Street; West Washington Street; and the alley next east of and parallel to North Canal Street,

to the designation of a Business Planned Development (Air Rights) which is hereby established in the area described above, subject to such use and bulk regulations as are set forth on the Plan of Development herewith attached and made a part hereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

Plan Of Development

Business Planned Development (Air Rights) No. ___________.

Statements.

1. The area delineated herein as Business Planned Development (Air Rights) (the "Planned Development") consists of approximately 53,225 square feet of real property bounded on the north by West Randolph Street; on the east by a line from a point 330.24 feet east of North Canal Street along the south line of West Randolph Street to a point 286.17 feet east of North Canal Street along the north line of West Washington Street; on the south by West Washington Street; and on the west by the alley next east of and parallel to North Canal Street (the "Property"), as identified in the drawing attached hereto entitled "Boundary and Property Line Map". The western portion of the Property, located between Randolph Street, vacated West Water Street, Washington Street and a public alley, is owned by the Chicago Union Station Company, which has entered into a 99-year lease for the parcel with Chicago Title & Trust Company, as Trustee under Trust, Agreement No. 1086781. The remainder of the Property is owned by Chicago Title and Trust Company, as Trustee under Trust No. 1086781, the sole beneficiary of which is Rubloff, Inc.

2. The Applicant or its successors, assignees or grantees shall obtain all official City reviews, approvals and permits required in connection with this Plan of Development.

3. Any dedication or vacation of streets or alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees, and approval by the City Council.

4. The following uses shall be permitted within the Planned Development: all permitted and special uses authorized in the B6-7 Restricted Central Business District, day care centers and earth station receiving dishes, subject to such limits, maximum and minimum, as are set forth in the table of use and bulk regulations and related controls made a part of this Plan of Development.

5. For purposes of floor area ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply, except that intermediate floors containing floor area in excess of 5,000 square feet substantially devoted to mechanical equipment shall not be included in the definition of "floor area" for purposes of calculating floor area ratio or for determining parking and/or loading requirements.

6. Any service drive or other ingress or egress for motor vehicles shall be adequately designed and paved in accordance with the now published regulations of the Bureau of Traffic Engineering and Operations and in compliance with the Municipal Code of the City of Chicago.

7. The height restrictions of any building or appurtenance attached thereto shall be subject to:

(a) Height limitations as certified on F.A.A. Form 7460-1 or successor forms involving the same subject matter and approved by the Federal Aviation Administration; and

(b) Airport zoning regulations now in effect as established by the Departments of Planning, Aviation, and Law, and approved by the City Council.

8. The information in the Plan of Development attached hereto sets forth data concerning the generalized land use plan of the Planned Development, and illustrates that the development of such area will be in accordance with the intent and purpose of this Plan of Development.

9. Business and business identification signs shall be permitted within the planned development subject to the review and approval of the Departments of Planning and Zoning and in accordance with Chapter 86.1-11 of the Municipal Code of Chicago. Temporary signs such as construction and marketing signs may be permitted subject to the aforestated applicable approvals.

10. This Plan of Development, consisting of eleven (11) statements, an existing zoning and preferential street map, a boundary and property line map, a generalized land use map, and a table of use and bulk regulations and data, is applicable to the area delineated herein. These and no other controls shall apply to the area delineated herein.

11. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning in effect at the time of passage and publication of this ordinance.

Exhibit A attached to this Plan of Development reads as follows:

Exhibit A.

Boundaries of subject area are: West Randolph Street; a line from a point 330.24 feet east of North Canal Street along the south line of West Randolph Street, to a point 286.17 feet east of North Canal Street along the north line of West Washington Street; West Washington Street; and the alley next east of and parallel to North Canal Street.

[Bulk Regulations and Maps attached to this Plan of Development are printed on pages 5609 through 5613 of this Journal.]

Reclassification Of Area Shown On Map No. 1-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-5 Restricted Manufacturing Districts symbols and indications as shown on Map No. 1-F in the area bounded by

West Huron Street; North Wells Street; a line 165.18 feet south of West Huron Street; and the alley next west of North Wells Street,

to those of a C3-6 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 2-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-3 General Retail District symbols and indications as shown on Map No. 2-J in the area bounded by

West Madison Street; South Springfield Avenue; the public alley next south of West Madison Street; and a line 125.10 feet next west of South Springfield Avenue,

to those of a B5-3 General Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 3-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 3-G in the area bounded by

a line 401.78 feet north of and parallel to West Division Street; North Bosworth Avenue; a line 355 feet north of and parallel to West Division Street; and the alley next west of and parallel to North Bosworth Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

(Continued on page 5614)

BUSINESS PLANNED DEVELOPMENT NO. _____
PLAN OF DEVELOPMENT

USE AND BULK REGULATIONS AND DATA

NET SITE AREA SQ. FEET	ACRES	GENERAL DESCRIPTION OF LAND USE	MAXIMUM FLOOR AREA RATIO	MAXIMUM PERCEN OF SITE COVERA
53,225	1.22	All permitted and special uses authorized in B6-7, day care centers and earth station receiving dishes.	22.00	88%

GROSS SITE AREA = NET SITE AREA + AREA TO REMAIN IN PUBLIC RIGHT-OF-WAY

Net site area of 53,225 square feet (1.22 acres) plus area remaining in Public Rights of Way of 15,290 square feet (.35 acres) = 68,515 square feet (1.57 acres)

OFF STREET PARKING AND LOADING CONTROLS

Minimum number of off-street parking spaces: 125
Off-street loading berths: 6

MAXIMUM FLOOR AREA RATIO: 22.00

SETBACKS AND SITE COVERAGE

Maximum site coverage (at platform level): 88%

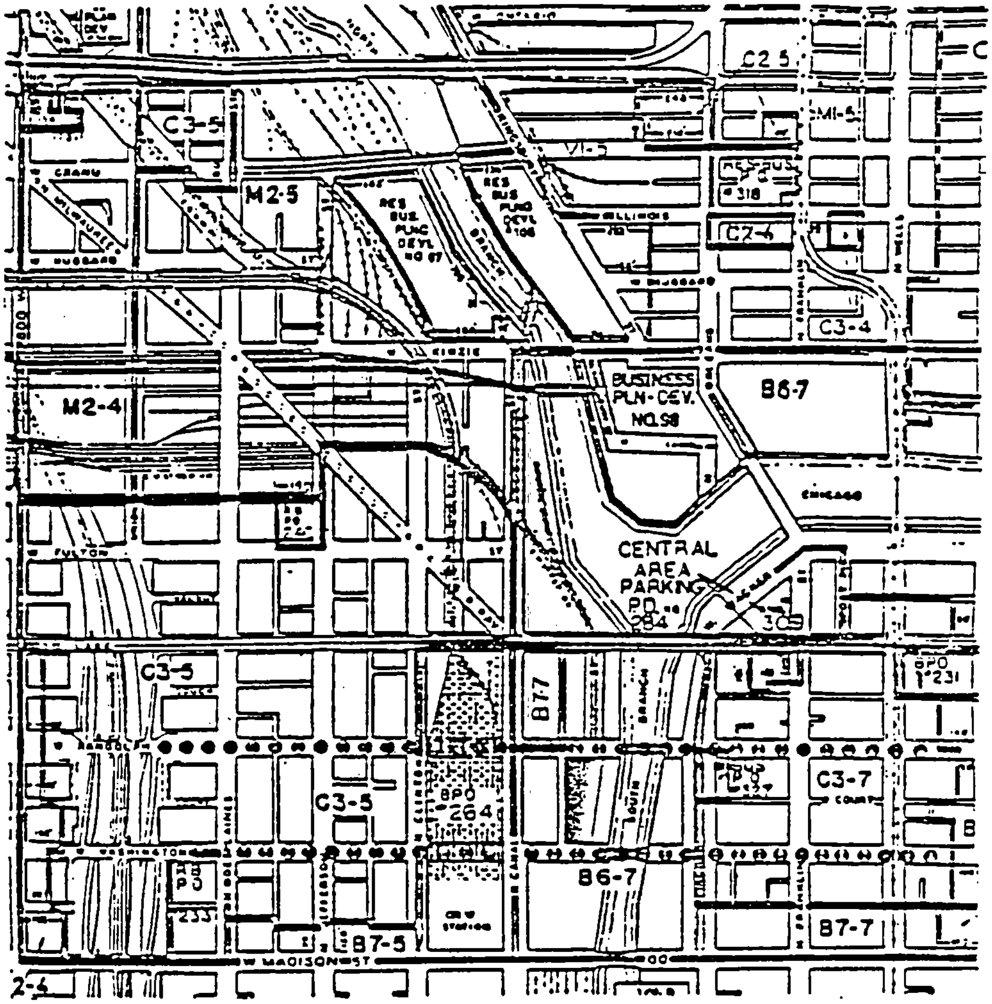
APPLICANT: Rubloff Inc.

ADDRESS: 111 West Washington Street
Chicago, Illinois 60602

DATE: July 29, 1987

BUSINESS PLANNED DEVELOPMENT

Existing Zoning and Preferential Street Map



LEGEND

ZONING DISTRICT

BUSINESS PLANNED DEVELOPMENT BOUNDARY

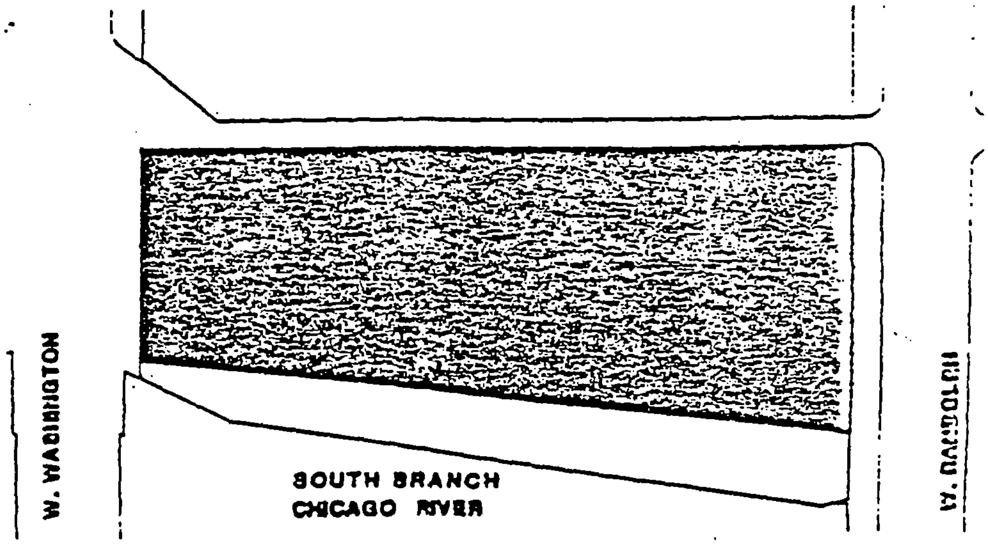
PREFERENTIAL STREETS

Applicant: Rubloff Inc.

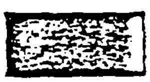
Address: 111 West Washington Chicago, Illinois

Date: July 29, 1987

BUSINESS PLANNED DEVELOPMENT (AIR RIGHTS)
GENERALIZED LAND USE PLAN



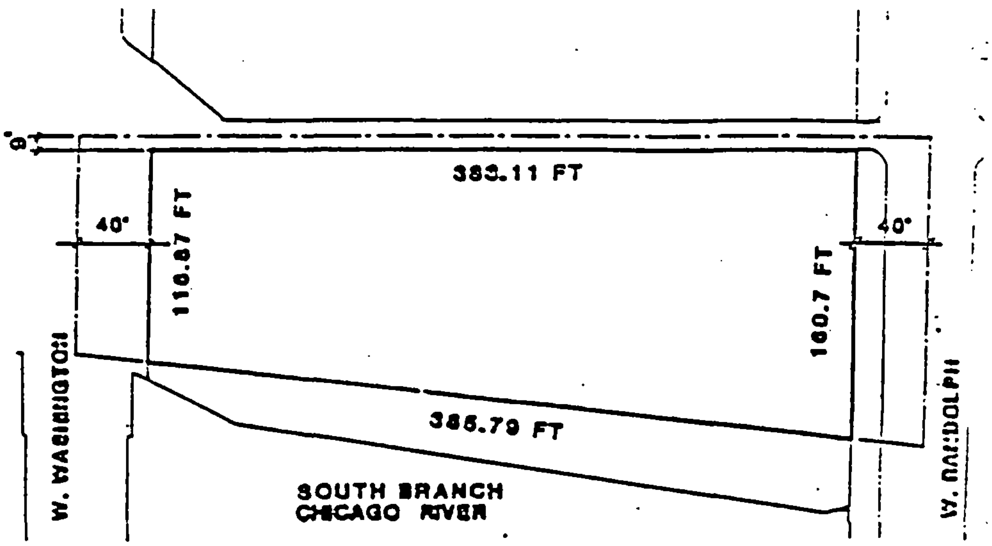
LEGEND



BUSINESS, OFFICE, RETAIL, AND RELATED USE AND OFF-STREET PARKING

Applicant: Rubloff Inc.
Address: 111 West Washington Chicago, Illinois
Date: July 29, 1987

BUSINESS PLANNED DEVELOPMENT (AIR RIGHTS)
BOUNDARY AND PROPERTY LINE MAP

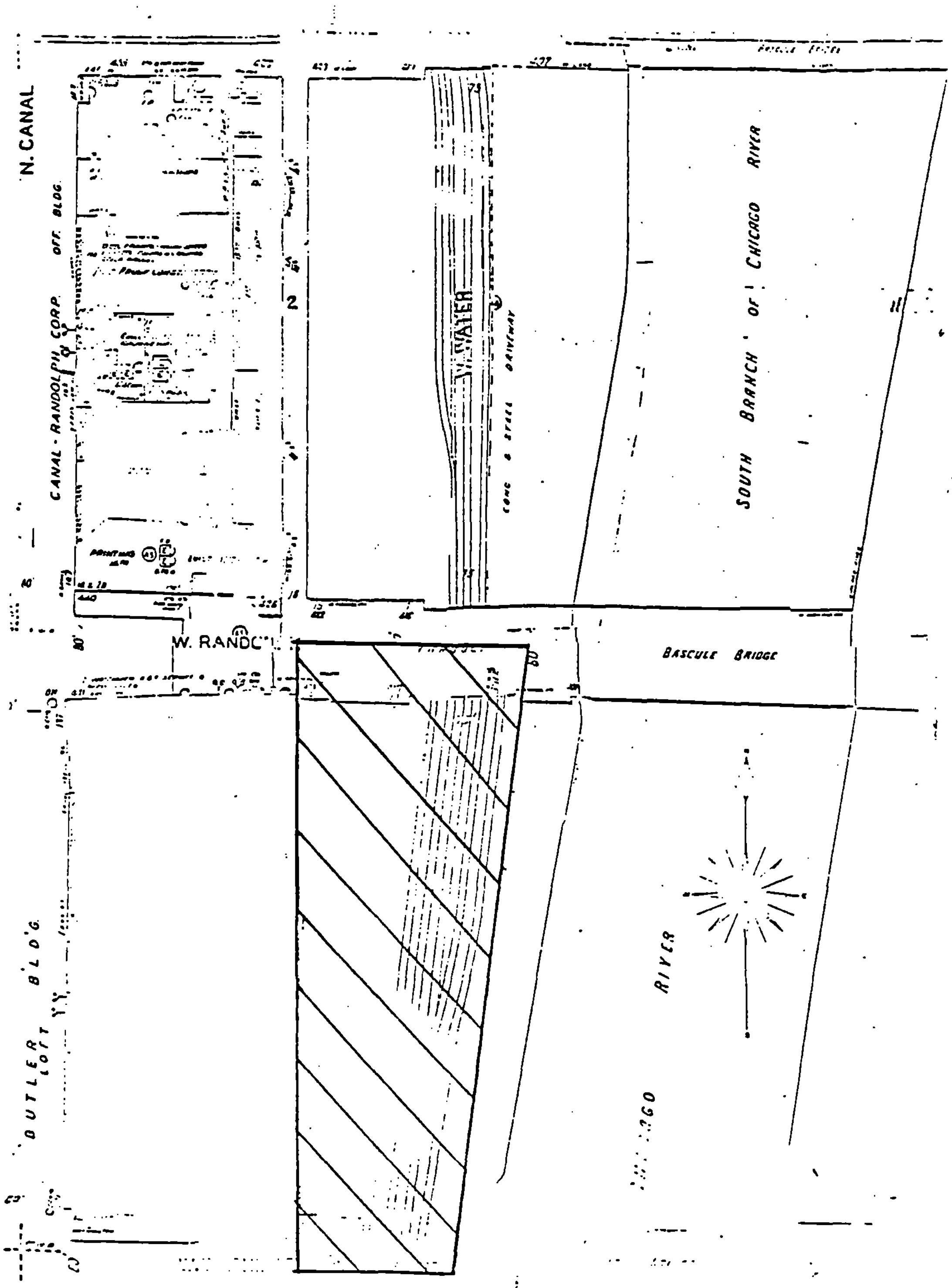


LEGEND

PROPERTY LINE

PLANNED DEVELOPMENT BOUNDARY

Applicant: Rubloff Inc.
Address: 111 West Washington Chicago, Illinois
Date: July 29, 1987


N. CANAL
CANAL - RANDOLPH CORP. OFF. BLDG.
W. WATER
CONC & STEEL DRIVEWAY
SOUTH BRANCH of CHICAGO RIVER
W. RANDOLPH
BASCULE BRIDGE
RIVER
BUTLER LOFT BLD'G.

(Continued from page 5608)

Reclassification Of Area Shown On Map No. 3-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-1 General Retail District symbols and indications as shown on Map No. 3-K in the area bounded by

West North Avenue; a line 99 feet east of and parallel to North Keeler Avenue; the alley next south of and parallel to West North Avenue; and a line 127 feet east of and parallel to North Keeler Avenue,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 3-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-1 Restricted Commercial District symbols and indications as shown on Map No. 3-L in the area bounded by

West Thomas Street; North Cicero Avenue; West Cortez Street; and the alley next west of and parallel to North Cicero Avenue,

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 5-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-1 General Retail District symbols and indications as shown on Map No. 5-K in area bounded by the alley next north of and parallel to West North Avenue; North Kedvale Avenue; West North Avenue; and a line 68 feet west of and parallel to North Kedvale Avenue,

to those of a Cl-1 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 6-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Cl-2 Restricted Commercial District symbols and indications as shown on Map No. 6-H in area bounded by

Coulter Street on the south; 24th Street on the north; Bell Avenue on the west; and Leavitt Street on the east,

to those of an Institutional Planned Development, and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Cl-2 and Cl-3 Restricted Commercial District symbols and indications as shown on Map No. 7-G in area bounded by

a line 50 feet north of the alley next north of and parallel to West Wrightwood Avenue; the alley next west of and parallel to North Wilton Avenue; the alley next north of and parallel to West Wrightwood Avenue; North Wilton Avenue; West Wrightwood Avenue; the east right-of-way line of the C.T.A.; the alley next south of and parallel to West Wrightwood Avenue; a line 770 feet west of the alley next west of and parallel to North Halsted Street; West Lill Avenue; a line 565 feet west of the alley next west of and parallel to North Halsted Street; the alley next south of and parallel to West Lill Street; a line 575 feet west of North Halsted Street; West Altgeld Street; the alley next west of and parallel to North Lincoln Avenue; a line from a point 3 feet northwest of West Altgeld Street along the east line of the alley next west of and parallel to North Lincoln Avenue, to a point 116.5 feet northwest of West Altgeld

Street along the west line of North Lincoln Avenue; North Lincoln Avenue; and North Sheffield Avenue,

to those of a B4-3 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Cl-2 Restricted Commercial District symbols and indications as shown on Map No. 7-G in area bounded by

West Diversey Parkway; the alley next west of and parallel to North Seminary Avenue; the alley next northeast of and parallel to North Lincoln Avenue; West Diversey School Court; the alley next west of and parallel to North Seminary Avenue; the alley next south of Diversey School Court; the alley next northeast of and parallel to North Lincoln Avenue; the east-west alley 213.5 feet north of the intersection of North Kenmore Avenue and North Lincoln Avenue as measured along the west side of North Kenmore Avenue; West Wrightwood Avenue; the alley next east of and parallel to North Seminary Avenue; the alley next southwest of North Lincoln Avenue; the alley next north of the alley next north of and parallel to West Wrightwood Avenue; North Seminary Avenue; West Schubert Avenue; the alley next southwest of North Lincoln Avenue; the alley next north of and parallel to West Schubert Avenue; North Racine Avenue; a line 98 feet south of West Diversey Parkway; and North Magnolia Avenue,

to those of a B4-3 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Cl-2 Restricted Commercial District, M1-2 Restricted Manufacturing District, and R4 General Residence District symbols and indications as shown on Map No. 7-G in the area bounded by

West Montana Street; North Sheffield Avenue; West Fullerton Avenue; a line 116.6 feet east of North Seminary Avenue; the alley next north of and parallel to West Fullerton Avenue; and a line 72.7 feet west of the alley next west of and parallel to North Sheffield Avenue or the line thereof if extended where no alley exists,

to those of a B3-2 General Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 7-G in the area bounded by

the alley next south of and parallel to West Wrightwood Avenue; the alley next southwest of North Lincoln Avenue; the alley next north of the alley next north of and parallel to West Altgeld Street; and North Sheffield Avenue,

to those of a B4-3 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 7-G in the area bounded by

the alley next north of West Altgeld Avenue; a line 100 feet east of North Sheffield Avenue; West Altgeld Avenue; the east line of the right-of-way of the C.T.A.; the alley next north of and parallel to West Fullerton Avenue; North Sheffield Avenue; West Montana Avenue; a line 112.92 feet east of North Sheffield Avenue; the alley next north of and parallel to West Montana Avenue; and North Sheffield Avenue,

to those of a B4-3 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 7-G in the area bounded by

> the alley next north of and parallel to West Fullerton Avenue; a line 173.3 feet west of North Seminary Avenue; West Fullerton Avenue; and a line 204.3 feet east of North Racine Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Cl-2 Restricted Commercial District symbols and indications as shown on Map No. 7-G in the area bounded by

> a line 74 feet south of West Altgeld Street; North Sheffield Avenue; West Montana Street; and the alley next west of and parallel to North Sheffield Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing Districts symbols and indications as shown on Map No. 7-G in the area bounded by

> the alley next north of and parallel to West Fullerton Avenue; North Surrey Court; West Fullerton Avenue; and a line 110 feet west of North Surrey Court,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-3 Restricted Commercial District symbols and indications as shown on Map No. 7-G in the area bounded by

> West Diversey Parkway; North Halsted Street; a line 398 feet south of West Diversey Parkway; the alley next west of and parallel to North Halsted Street; the alley next south of and parallel to West Diversey Parkway; and a line 96 feet west of North Dayton Street,

to those of a B4-3 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 7-G in the area bounded by

> West Schubert Avenue; the west line of the right-of-way of the C.T.A.; a line 50 feet north of the alley next north of and parallel to West Wrightwood Avenue; and North Sheffield Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 7-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-3 General Retail District symbols and indications as shown on Map No. 7-J in area bounded by

> North Milwaukee Avenue; West Diversey Avenue; a line 46.72 feet long that is 175 feet east of and parallel to the alley next east of and parallel to North Drake Avenue; and a line 49.10 feet long that is 450 feet east of and parallel to West Wolfram Street,

to those of a B4-1 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 7-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 7-K in the area bounded by

> an east-west line 324.24 feet south of and parallel to West Belmont Avenue; a north-south line 186.00 feet west of and parallel to North Pulaski Road; an east-west line 80.00 feet north of and parallel to West Barry Avenue; and a north-south line 246.00 feet west of and parallel to North Pulaski Road,

to those of a B5-1 General Service District, and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 7-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 7-L in the area bounded by

> West Diversey Avenue; North Lockwood Avenue; the alley next south of and parallel to West Diversey Avenue; and a line 51.30 feet west of and parallel to North Lockwood Avenue,

to those of a C2-1 General Commercial District, and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 7-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 7-L in the area bounded by

> the alley next north of and parallel to West Diversey Avenue; a line 51.64 feet east of and parallel to North Lockwood Avenue; West Diversey Avenue; and North Lockwood Avenue,

to those of a C2-1 General Commercial District, and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 8-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing the B4-1 Restricted Service District symbols and indications as shown on Map No. 8-F in the area bounded by the center line of West 37th Street north, from the center line of South Parnell Avenue to the center line of South Wallace Street,

to those of an R3 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. That this ordinance shall be in full force and effect from and after its date of passage and due publication.

Reclassification Of Area Shown On Map No. 8-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing the M1-2 General Manufacturing District symbols and indications as shown on Map No. 8-F in the area bounded by

a line 377.06 feet south of and parallel to West 33rd Street to the center line of the alley west of and parallel to South Normal Avenue to a line 877.06 feet south of and parallel to West 33rd Street to the center line of South Normal Avenue,

to those of an R3 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. That this ordinance shall be in full force and effect from and after its date of passage and due publication.

Reclassification Of Area Shown On Map No. 11-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 General Retail District symbols and indications as shown on Map No. 11-I in the area bounded by

West Lawrence Avenue; the alley next east of and parallel to North Kedzie Avenue; a line 125 feet south of and parallel to West Lawrence Avenue; and North Kedzie Avenue,

to those of a B4-2 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map. No. 11-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 11-L in area bounded by

> West Lawrence Avenue; a line 170.94 feet east of and parallel to North Lotus Avenue; the alley next south of and parallel to West Lawrence Avenue; and a line 97.68 feet east of and parallel to North Lotus Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map. No. 13-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map No. 13-G in area bounded by

> a line 81.3 feet south of and parallel to West Ainslie Street; North Clark Street; a line 181.32 feet south of and parallel to West Ainslie Street; and the alley next west of and parallel to North Clark Street,

to those of a C2-2 General Commercial District, and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map. No. 13-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 13-N in area bounded by

West Foster Avenue; West Foster Place; a line 184.61 feet northeasterly of the intersection of North Harlem Avenue and West Foster Place (as measured along the north line of West Foster Place); the alley next northwest of and parallel to West Foster Place; and the alley next east of and parallel to North Harlem Avenue,

to those of a B5-1 General Service District, and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map. No. 14-C.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R5 General Residence District symbols and indications as shown on Map No. 14-C in area bounded by

a line 220 feet north of and parallel with East 56th Street; South Shore Drive; East 56th Street; and a line 309 feet west of and parallel with South Shore Drive,

to those of a Residential-Institutional Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

Residential-Institutional Planned Development No ______.

Plan Of Development

Statements.

1. The area herein designated as "Residential-Institutional Planned Development" is owned or controlled by the Church Home, an Illinois not-for-profit corporation.

2. Off-street parking and loading facilities shall be provided in compliance with this Residential-Institutional Planned Development, subject to the review of the Department of Public Works and the approval of the Department of Planning.

3. All applicable official reviews, approvals and permits required shall be obtained by the Applicant.

4. Dedication or vacation of streets, alleys and easements or adjustments to right-of-ways or consolidation or resubdivision shall require a separate submittal on behalf of the Applicant and approval by the City Council.

5. The uses of the area delineated as a Residential-Institutional Planned Development will consist of a health care facility containing skilled care nursing home beds and related uses, apartments for the elderly, dining facilities and other related and accessory uses including off-street parking and loading. The facility will be devoted to nursing care, housing of the elderly, and the activities related to the operation and administration of such a facility. An earth station receiving dish is permitted.

6. Any and all service drives or other ingress and egress shall be adequately designed and paved in accordance with the regulations of the Department of Public Works and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago.

7. Business and business identification and directional signs may be permitted upon the Property subject to the review and approval of the Department of Planning and of the Department of Inspectional Services. Temporary signs, such as construction and marketing signs, may be permitted subject to the aforesaid approvals. Signs advertising products or services which products or services are not located upon the Property shall not be permitted. Signs described by Chapter 86, Section 86.1-11 of the Chicago Municipal Code shall require City Council approval in the manner described therein.

8. The height of each building located upon the property and any appurtenances attached thereto shall be subject to:

   (a) Height limitations as certified on Form FAA-177 (or on successor forms involving the same subject matter) and approved by the Federal Aviation Administration pursuant to Part 77 of the Regulations of the Administrator, Federal Aviation Administration; and

   (b) Airport Zoning Regulations as established by the Department of Planning, Department of Aviation, and the Department of Law and approved by the City Council.

9. The information contained in the tables and maps attached hereto provide data concerning the generalized plan of land use for the subject area. These exhibits demonstrate that the development shall be in compliance with the Residential-Institutional Planned Development classification and with the intent and purpose of the Chicago Zoning Ordinance.

10. The Residential-Institutional Planned Development herein outlined, and as set forth in the exhibits attached hereto, is subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments," as promulgated by the Commissioner of Planning.

[Bulk Regulations and Maps attached to this Plan of Development printed on pages 5627 through 5632 of this Journal.].

Reclassification Of Area Shown On Map No. 19-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B1-3 Local Retail District symbols and indications as shown on Map No. 19-H in area bounded by

a line 99.08 feet south of and parallel to the line of West Ainslie Street; the alley next east of and parallel to North Western Avenue; a line 199.16 feet south of and parallel to West Ainslie Street; and North Western Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 20-B.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing and B4-2 Restricted Service District symbols and indications as shown on Map No. 20-B in area bounded by

East 79th Street; South Phillips Avenue; the north line of the B. & O. Railroad; a line 132.25 feet west of and parallel to South Phillips Avenue; the alley next south of and parallel to East 79th Street; and a line 157.25 feet west of and parallel to South Phillips Avenue,

to those of a B5-1 General Service District and a corresponding use district is hereby established in the area above described.

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

RESIDENTIAL-INSTITUTIONAL PLANNED DEVELOPMENT No._____
PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA

NET SITE AREA Sq. Ft.	Acres	GENERAL DESCRIPTION OF LAND USE	MAXIMUM F.A.R.	MAXIMUM PERCENT OF SITE COVERED
67,980	1.56	Skilled care Nursing Home, housing for the elderly, related service and recreational facilities and off-street parking and loading.	3.2	30%

GROSS SITE AREA = NET SITE AREA: 1.56 acres PLUS AREAS IN PUBLIC RIGHTS OF WAY: 0.43 acres = 1.99 acres

MAXIMUM NUMBER OF DWELLING UNITS (FOR ELDERLY): 180
MAXIMUM NUMBER OF NURSING CARE BEDS: 60

MINIMUM OFF-STREET LOADING REQUIREMENT: 2 @ 10 X 25 feet
MINIMUM OFF-STREET PARKING REQUIREMENT: 116 spaces + 3 HC (includes a maximum of 35 spaces, non-accessory, for neighborhood use)

REQUIRED SETBACKS:

East 56th Street.. 15 feet
South Shore Drive.. 7.5 feet
North Property Line (above terrace).................. 30 feet
West Property Line (at grade)......................... 0 feet
West Property Line (above + 20 feet).................. 20 feet

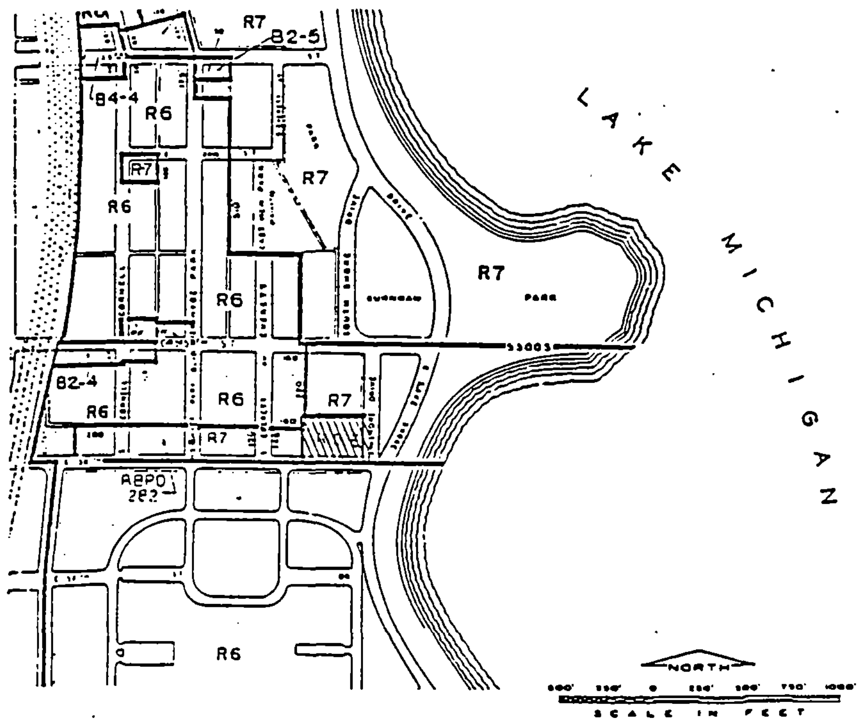
Setback and yard requirements may be adjusted where required to permit conformance to the pattern of, or architectural arrangement related to existing structures, or where necessary because of technical reasons, subject to the approval of the Department of Planning.

APPLICANT: The Church Home an Illinois not-for-profit Corp.

ADDRESS: 5548-58 South Shore Drive 1754-82 E. 56th St.

DATE: 24 June 1987

RESIDENTIAL-INSTITUTIONAL PLANNED DEVELOPMENT
EXISTING ZONING AND PREFERENTIAL STREETS SYSTEM



Residential-Institutional Planned Development

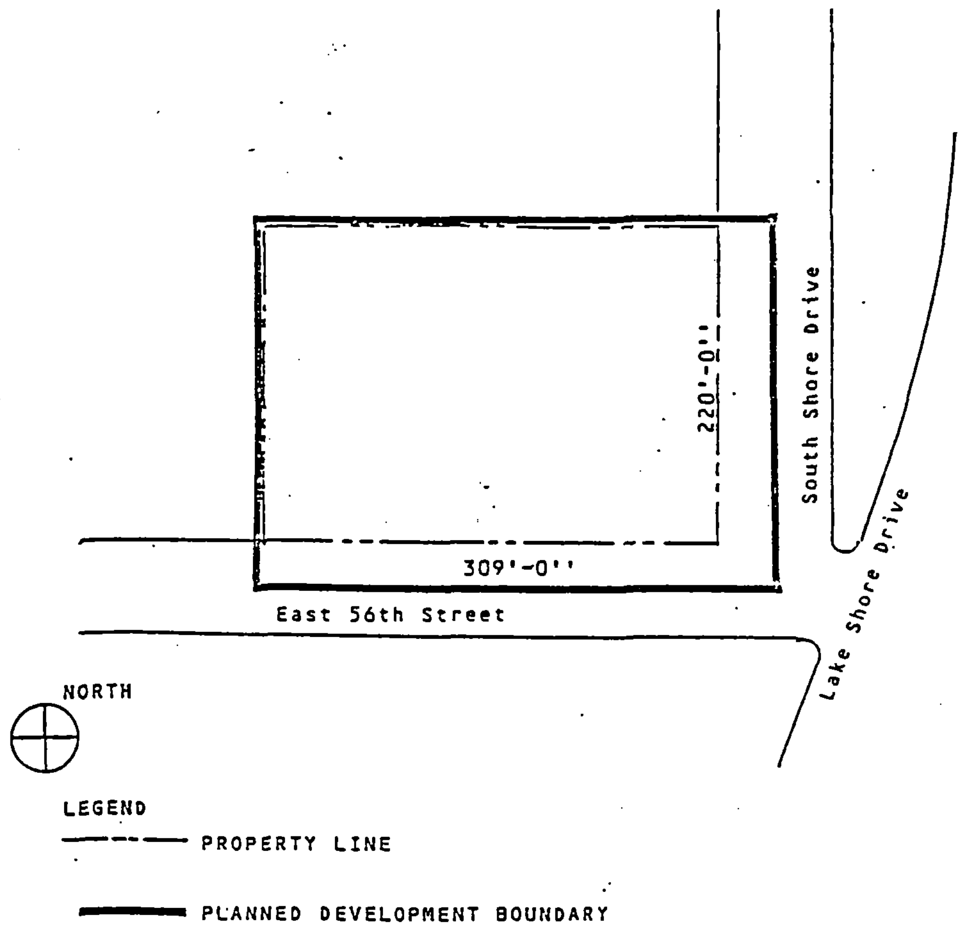
Preferential Streets

APPLICANT: The Church Home, an Illinois not-for-profit Corp.

ADDRESS: 5548-58 South Shore Drive & 1754-82 E. 56th St.

DATE: 24 June 1987

RESIDENTIAL-INSTITUTIONAL PLANNED DEVELOPMENT
PROPERTY LINE MAP AND RIGHT OF WAY ADJUSTMENTS

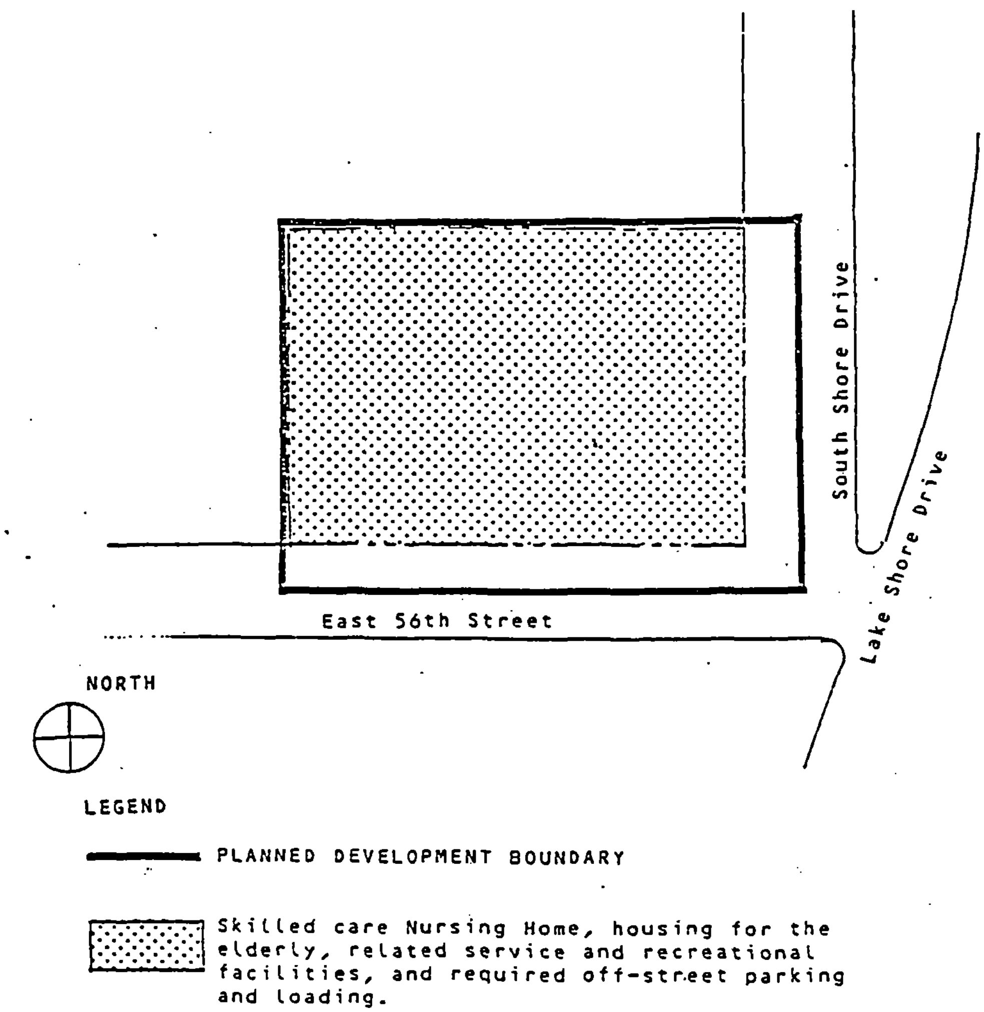


APPLICANT: The Church Home, an Illinois not-for-profit Corp.

ADDRESS: 5548-58 South Shore Drive & 1754-82 E. 56th St.

DATE: 24 June 1987

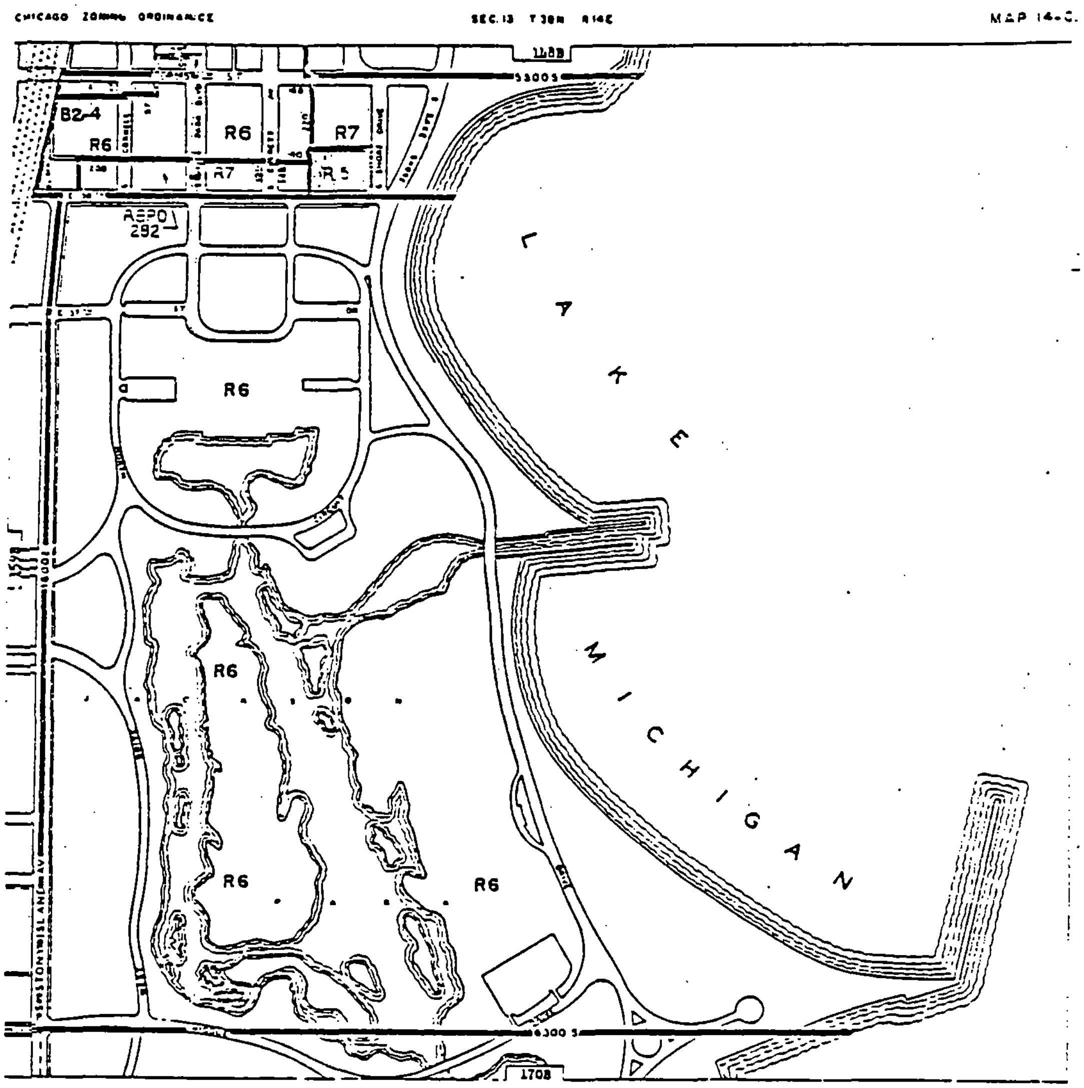
RESIDENTIAL-INSTITUTIONAL PLANNED DEVELOPMENT
GENERALIZED LAND USE PLAN



APPLICANT: The Church Home, an Illinois not-for-profit Corp.

ADDRESS: 5548-58 South Shore Drive & 1754-82 East 56th St.

DATE: 24 June 1987



RESIDENCE DISTRICTS

R1 SINGLE-FAMILY RESIDENCE DISTRICT
R2 SINGLE-FAMILY RESIDENCE DISTRICT
R3 GENERAL RESIDENCE DISTRICT
R4 GENERAL RESIDENCE DISTRICT
R5 GENERAL RESIDENCE DISTRICT
R6 GENERAL RESIDENCE DISTRICT
R7 GENERAL RESIDENCE DISTRICT
R8 GENERAL RESIDENCE DISTRICT

BUSINESS DISTRICTS

B1-1 TO B1-5 LOCAL RETAIL DISTRICTS
B2-1 TO B2-5 RESTRICTED RETAIL DISTRICTS
B3-1 TO B3-5 GENERAL RETAIL DISTRICTS
B4-1 TO B4-5 RESTRICTED SERVICE DISTRICTS
B5-1 TO B5-5 GENERAL SERVICE DISTRICTS
B6-6 AND B6-7 RESTRICTED CENTRAL BUSINESS DISTRICTS
B7-5 TO B7-7 GENERAL CENTRAL BUSINESS DISTRICTS

COMMERCIAL DISTRICTS

C1-1 TO C1-5 RESTRICTED COMMERCIAL DISTRICTS
C2-1 TO C2-5 GENERAL COMMERCIAL DISTRICTS
C3-1 TO C3-7 COMMERCIAL-MANUFACTURING DISTRICTS
C4 MOTOR FREIGHT TERMINAL DISTRICT

MANUFACTURING DISTRICTS

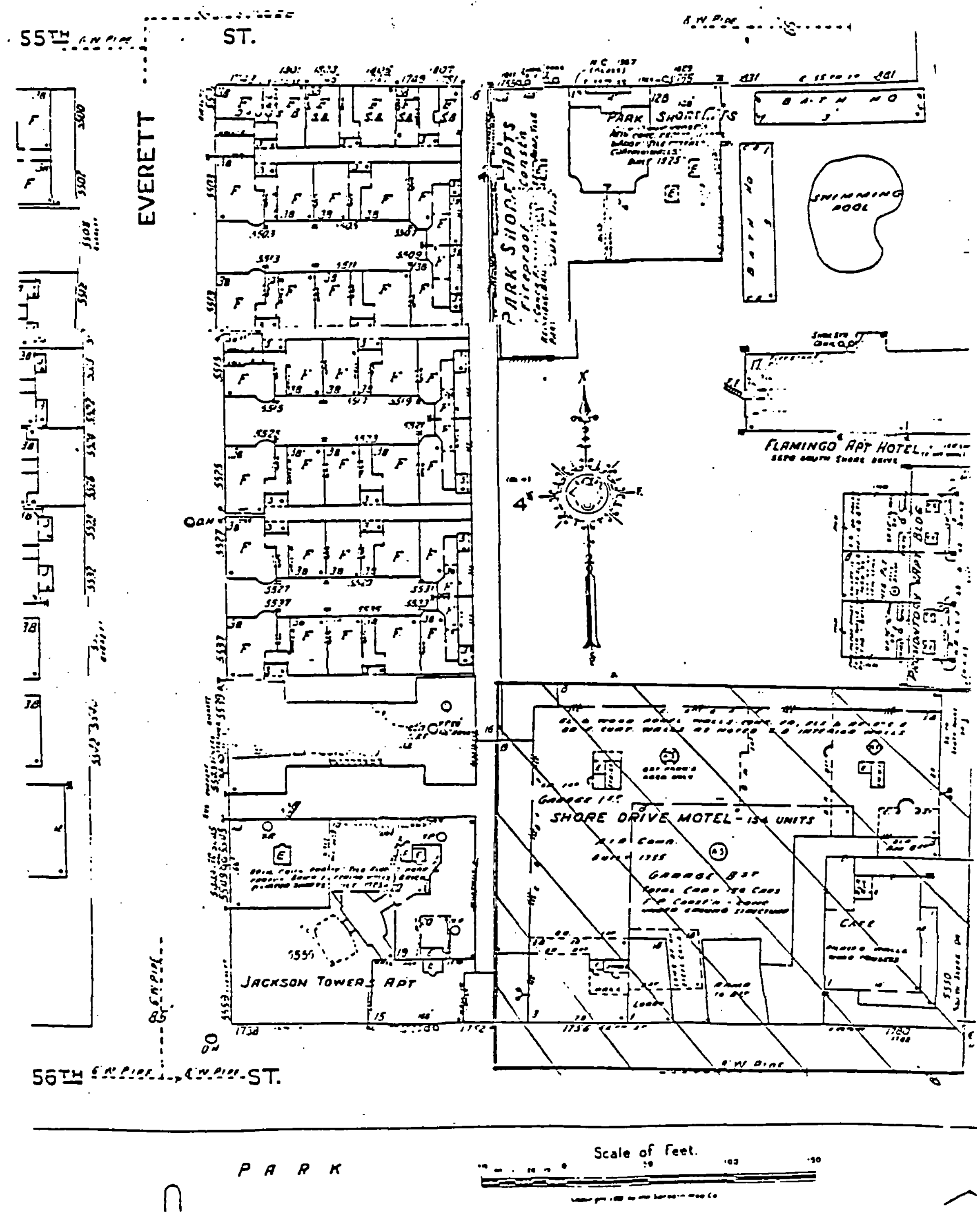
M1-1 TO M1-5 RESTRICTED MANUFACTURING DISTRICTS
M2-1 TO M2-5 GENERAL MANUFACTURING DISTRICTS
M3-1 TO M3-5 HEAVY MANUFACTURING DISTRICT

AS AMENDED 5-27-82

FOR USE AND BULK REGULATIONS, RESIDENCE DISTRICTS, SEE ARTICLE 7
FOR USE AND BULK REGULATIONS, BUSINESS DISTRICTS, SEE ARTICLE 8
FOR USE AND BULK REGULATIONS, COMMERCIAL DISTRICTS, SEE ARTICLE 9
FOR USE AND BULK REGULATIONS, MANUFACTURING DISTRICTS, SEE ARTICLE 10

NORTH

SCALE IN FEET


55TH ST.
EVERETT
PARK SHORE APTS
SWIMMING POOL
FLAMINGO APT HOTEL
SHORE DRIVE MOTEL - 154 UNITS
JACKSON TOWERS APT
56TH ST.
PARK
Scale of Feet.

Reclassification Of Area Shown On Map No. 22-C.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Institutional Planned Development Number 7 symbols and indications as shown on Map No. 22-C in the area bounded by

> East 92nd Street; a line 30 feet east of South Crandon Avenue; the alley next south of and parallel to East 92nd Street; a line 100 feet east of South Crandon Avenue; East 92nd Place; a line 125 feet east of South Crandon Avenue; East 92nd Street; a line 175 feet east of South Crandon Avenue; the alley next south of and parallel to East 92nd Street; a line 250 feet east of South Crandon Avenue; East 92nd Place; a line 300 feet east of South Crandon Avenue; the alley next south of and parallel to East 92nd Street; the alley next west of and parallel to South Yates Boulevard; East 92nd Place; South Yates Boulevard; a line 203.5 feet north of East 93rd Street; the alley next east of and parallel to South Yates Boulevard; a line 166 feet north of East 93rd Street; South Yates Boulevard; a line 192 feet south of East 93rd Street; the alley next west of and parallel to South Yates Boulevard; a line 267 feet south of East 93rd Street; the alley next west of and parallel to South Oglesby Avenue; a line 191 feet south of East 93rd Street; South Crandon Avenue; a line 151.49 feet south of East 93rd Street; the alley next west of and parallel to South Crandon Avenue; the alley next south of and parallel to East 93rd Street; a line 75 feet west of South Crandon Avenue; East 93rd Street; a line 60 feet west of South Crandon Avenue; the alley next north of and parallel to East 93rd Street; a line 75 feet west of South Crandon Avenue; East 92nd Place; a line 25 feet east of South Crandon Avenue; the alley next north of and parallel to East 92nd Place; and a line 30 feet east of South Crandon Avenue,

to the designation of an Institutional Planned Development Number 7, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Institutional Planned Development attached to this ordinance reads as follows:

Institutional Planned Development Number 7, As Amended

Statements.

1. The area delineated hereon as an "Institutional Planned Development" No. 7, as amended, is owned or controlled by South Chicago Community Hospital.

2. Off-street parking and loading facilities will be provided in compliance with this Plan of Development.

3. Any dedication of streets or alleys or adjustments of the right-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the applicant, South Chicago Community Hospital and approval by the City Council.

4. All applicable reviews, approvals, licenses or permits are required to be obtained by the applicant, South Chicago Community Hospital.

5. Service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and incompliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.

6. Use of land will consist of medical, laboratory, housing, offices, extended care facilities, earth station receiving dish and related uses as authorized by the Chicago Zoning Ordinance.

   Laboratories or research facilities contained therein shall be governed by performance standards as authorized under the M1 Zoning District of the Chicago Zoning Ordinance.

7. Identification and other necessary signs may be permitted, subject to review of and approval by the Department of Planning and the Department of Inspectional Services.

8. The following information sets forth data concerning the property included in said Planned Development and data concerning a generalized land use plan (site plan) illustrating the development of said property in accordance with this Plan of Development.

9. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and procedures in relation to Planned Development Amendments," as promulgated by the Commissioner of Planning.

Exhibit A attached to this Institutional Plan of Development reads as follows:

Exhibit "A".

East 92nd Street; a line 30 feet east of South Crandon Avenue; the alley next south of and parallel to East 92nd Street; a line 100 feet east of South Crandon Avenue; East 92nd Place; a line 125 feet east of South Crandon Avenue; East 92nd Street; a line 175 feet east of South Crandon Avenue; the alley next south of and parallel to East 92nd Street; a line 250 feet east of South Crandon Avenue; East 92nd Place; a line 300 feet east of South Crandon Avenue; the alley next south of and parallel to East 92nd Street; the alley next west of and parallel to South Yates Boulevard; East 92nd Place; South Yates Boulevard; a line 203.5 feet north of East 93rd Street; the alley next east of and parallel to South Yates Boulevard; a line 166 feet north of East 93rd Street; South Yates Boulevard; a line 192 feet south of East 93rd Street; the alley next west of and parallel to South Yates Boulevard; a line 267 feet south of East 93rd Street; the alley next west of and parallel to South Oglesby Avenue; a line 191 feet south of East 93rd Street; South Crandon Avenue; a line 151.49 feet south of East 93rd Street; the alley next west of and parallel to South Crandon Avenue; the alley next south of and parallel to East 93rd Street; a line 75 feet west of South Crandon Avenue; East 93rd Street; a line 60 feet west of South Crandon Avenue; the alley next north of and parallel to East 93rd Street; a line 75 feet west of South Crandon Avenue; East 92nd Place; a line 25 feet east of South Crandon Avenue; the alley next north of and parallel to East 92nd Place; and a line 30 feet east of South Crandon Avenue.

[Bulk Regulations Data and Maps printed on pages 5637 through 5640 of this Journal.]

[Plat of Survey omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

Reclassification Of Area Shown On Map No. 26-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single Family Residence District and R3 General Residence District symbols and indications as shown on Map No. 26-G in the area bounded by

a line from a point 201 feet northeast of West 108th Place along the east line of the alley next west of South Vincennes Avenue, to a point 125 feet northeast of West 108th Place along the west line of South Vincennes Avenue; South Vincennes Avenue; West 109th Street; a line 40 feet east of South Ashland Avenue; a line 134 feet north of West 109th Street; a line 117 feet east of South Ashland Avenue; West 108th Street; and the alley next west of South Vincennes Avenue,

to the designation of a Residential Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Residential Planned Development attached to this ordinance reads as follows:

Residential Planned Development.

Plan Of Development Statements.

1. The area delineated hereon as a "Residential Planned Development" is owned by LaSalle National Bank successor trustee to Exchange National Bank T/U/T No. 25372 and National Bank of Albany Park, T/U/T No. 11-1559. The land is controlled by the Applicant, Morgan Park and Beverly Area Housing, Inc., an Illinois not-for-profit corporation, by an exclusive option to purchase.

2. The use of the land will consist of a three-story elevator, 60-unit rental structure for elderly persons, 30 off-street parking spaces, and loading, recreational and open areas as authorized by this Plan of Development.

3. All applicable governmental reviews, approvals, or permits are required to be obtained by the Applicant or its successor, assigns, or grantees.

4. Any dedication or vacation of streets or alleys or adjustments of the rights-of-way or consolidation or resubdivision of parcel shall require a separate submittal on behalf of Applicant, its successors or assigns.

5. Off-street parking and loading facilities will be provided in compliance with this Plan of Development.

6. Service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.

7. Identification signs may be permitted with the approval of the Commissioner of Planning and the Commissioner of Inspectional Services.

8. The following information sets forth data concerning the property included in said development and data concerning a generalized land use plan (Site Plan) illustrating the development of said property in accordance with the Plan of Development.

9. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as adopted by the Commissioner of Planning.

Attachment A to this Plan of Development reads as follows:

Continued on page 5641)

PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA

Net Site Area		General Description of Land Use and Type	Maximum F.A.R.	Maximum % of Land Covered
Square Feet	Acres			
350,230.98	8.04	Medical, Laboratory Housing, Offices and Related Uses	1.4	45%

Gross Site Area = Net Site Area (8.04) + Area of Public Streets and alleys (4.02) = 12.06 acres.

Maximum permitted F.A.R. for total Net Site Area: 1.4

Present Population:

Medical and related uses

1. Number of Beds 436
2. Number of Staff Doctors.............................245
3. Number of Employees (maximum in one shift)..........760
4. Student Nurses 100-120 maximum @ one time........... 25
5. Interns and Residents............................... 12

Minimum number of off-street parking spaces for Medical, Laboratory, Housing and related uses: Off-street loading requirements shall be provided as required by the R4 General Residence District Classification of Chicago Zoning Ordinance.

Parking for 39 automobiles will be provided on property owned by South Chicago Community Hospital but not within the boundaries of this Planned Development.

Minimum Periphery Setbacks:

1. Boundary and Front Yard Setbacks:.....................15 feet
2. Boundary and Side Yard Setbacks: .... 5 feet

(1) The above noted Regulations relate to the ultimate development within the Planned Development Area. Interim stages of development may exceed these permitted standards, subject to the approval of the Commissioner of City Planning.

(2) Setback and yard requirements can be adjusted where required to permit conformance to the pattern of, or architectural arrangement related to, existing structures, or when necessary because of technical reasons, subject to the approval of the Commissioner of Development and Planning.

Maximum percent of land covered (for total net Site Area) = 45%

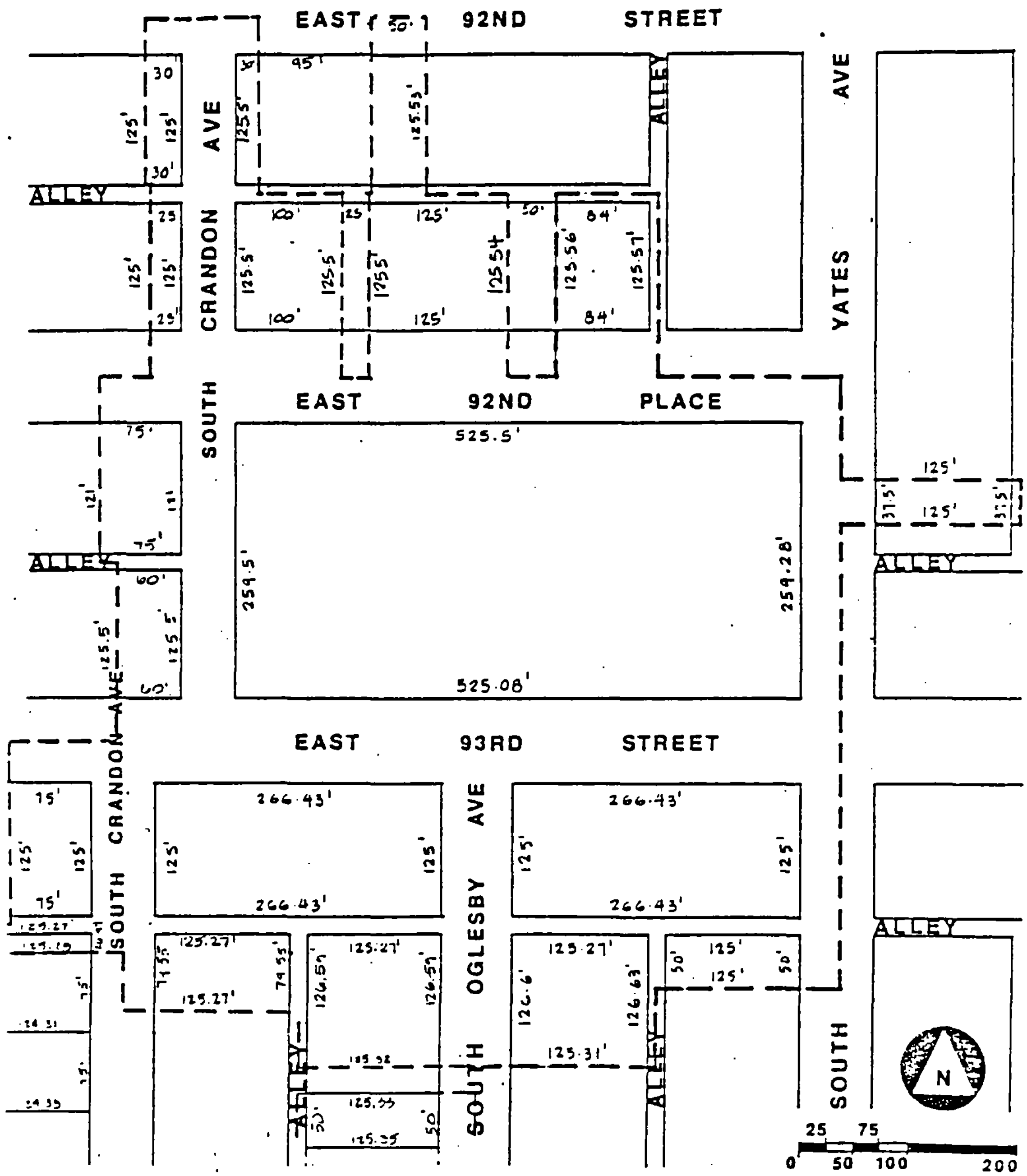
APPLICANT: SOUTH CHICAGO COMMUNITY HOSPITAL

DATE: October 6, 1986

REVISED: December 11, 1986

INSTITUTIONAL PLANNED DEVELOPMENT NO. 7, AS AMENDED

PROPERTY LINE AND RIGHT-OF-WAY ADJUSTMENTS

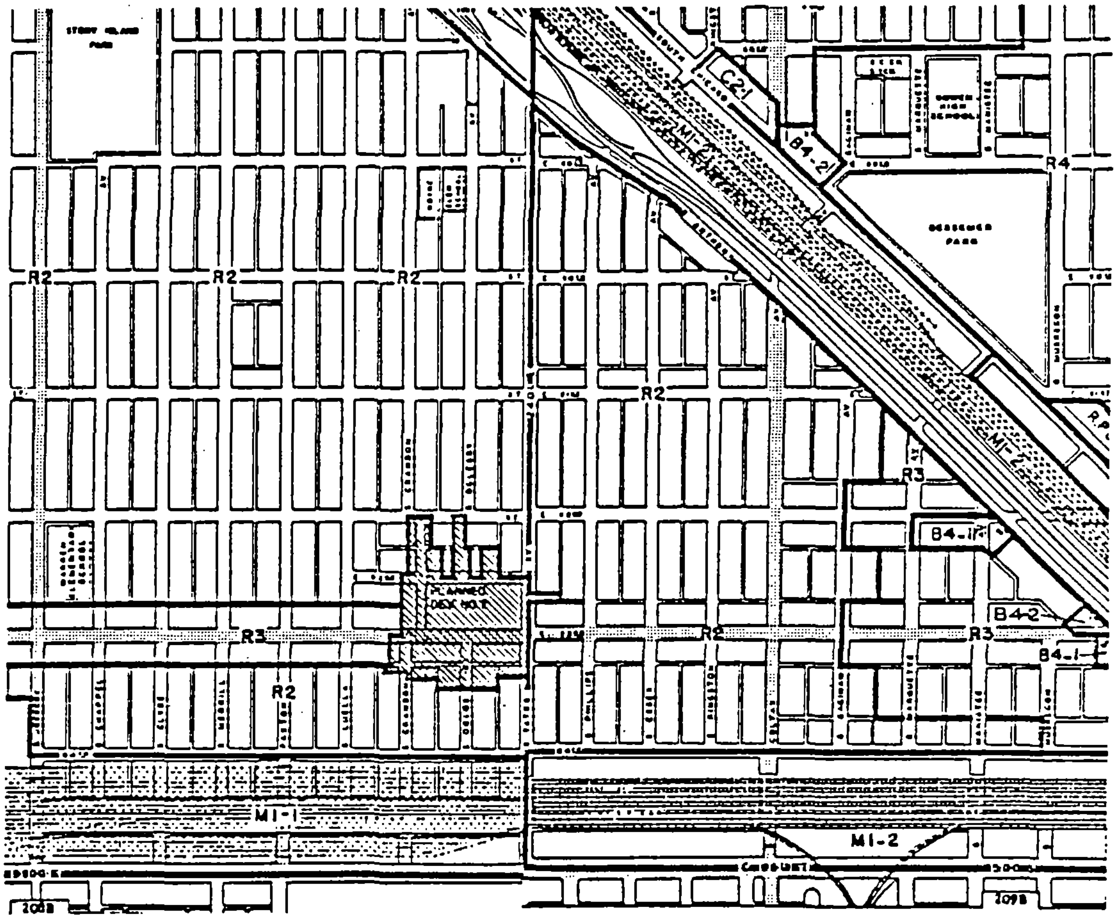


APPLICANT : SOUTH CHICAGO COMMUNITY HOSPITAL

DATE:

INSTITUTIONAL PLAN IED DEVELOPMENT NO.7 AS AMENDED

EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



LEGEND

NORTH

ZONING DISTRICTS

PREFERENTIAL STREET SYSTEMS

PROPOSED INSTITUTIONAL PLANNED DEVELOPMENT

ALLEY PROPOSED TO BE VACATED

EXISTING BUILDING

PARKING AREA WITH NUMBER OF SPACES

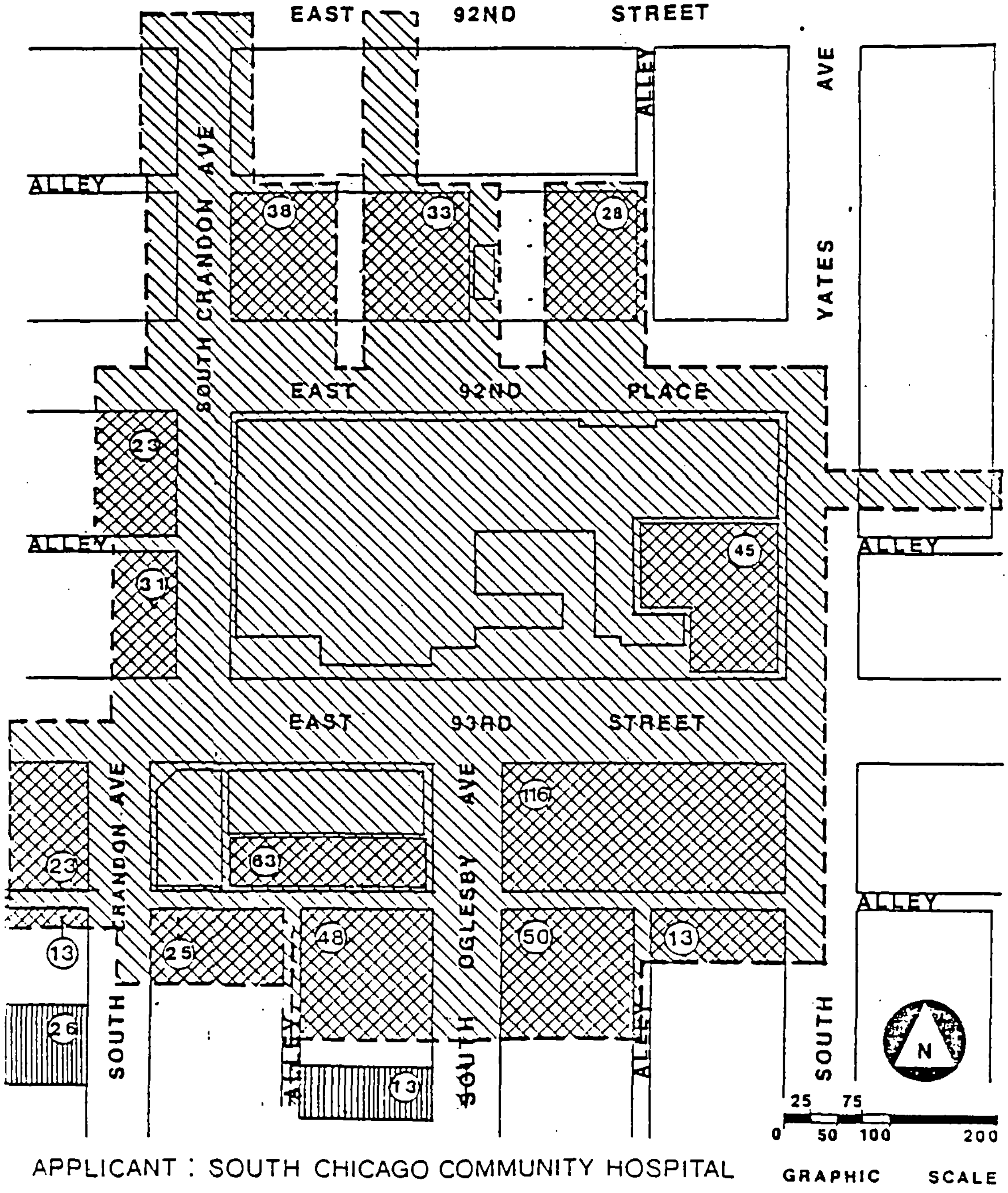
OFF - SITE PARKING

APPLICANT: SOUTH CHICAGO COMMUNITY HOSPITAL

DATE:

INSTITUTIONAL PLANNED DEVELOPMENT NO. 7, AS AMENDED

GENERALIZED LAND USE PLAN



APPLICANT : SOUTH CHICAGO COMMUNITY HOSPITAL

DATE:

(Continued from page 5636)

Attachment "A".

A line from a point 201 feet northeast of West 108th Place along the east line of the alley next west of South Vincennes Avenue, to a point 125 feet northeast of West 108th Place along the west line of South Vincennes Avenue; South Vincennes Avenue; West 109th Street; a line 40 feet east of South Ashland Avenue; a line 134 feet north of West 109th Street; a line 117 feet east of South Ashland Avenue; West 108th Street; and the alley next west of South Vincennes Avenue.

[Bulk Regulations Data and Maps printed on pages 5642 through 5645 of this Journal.]

[Plat of Survey omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

MUNICIPAL CODE CHAPTER 17 AMENDED CONCERNING ESTABLISHMENT OF NEW SECTION 17-6.12 INCREASING FINES FOR CONTINUED ACTS OF ILLEGAL DUMPING.

On motion of Alderman T. Evans, the City Council took up for consideration the report of the Committee on Energy, Environmental Protection and Public Utilities, deferred and published in the Journal of the Proceedings of October 15, 1987, pages 5056--5057, recommending that the City Council pass a proposed ordinance amending Chapter 17 of the Chicago Municipal Code by the addition of a new Section 17-6.12 increasing the fines for continued acts of illegal dumping.

Alderman Krystyniak presented the following substitute ordinance for the said proposed ordinance:

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

SECTION 1. Chapter 17 of the Municipal Code of Chicago is hereby amended by inserting in its proper numerical sequence, a new section 17-6.12 to read in italics as follows:

(Continued on page 5646)

RESIDENTIAL PLANNED DEVELOPMENT

PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA

NET SITE AREA		GENERAL DESCRIPTION OF LAND USE	NUMBER OF DWELLING UNITS	MAXIMUM FLOOR AREA RATIO	MAXIMUM PERCENT OF LAND COVERED
Square Feet	Acres				
94,981	2.18	Three-story elevator rental building (housing for elderly), off-street parking, loading, passive recreational and open areas.	60	0.60	25%

3.11 ACRES GROSS SITE AREA = 2.18 ACRES NET SITE + 0.93 ACRES PUBLIC STREETS AND ALLEYS AREA.

MAXIMUM PERMITTED F.A.R. FOR TOTAL NET SITE AREA: 0.60

MINIMUM NUMBER OFF-STREET PARKING SPACES: 30 Spaces (including 4 handicapped parking spaces)

MINIMUM NUMBER OF OFF-STREET LOADING SPACES: 1 space

MINIMUM GROUND LEVEL SET-BACKS: 40 feet North
66 feet South
35 feet West
40 feet East

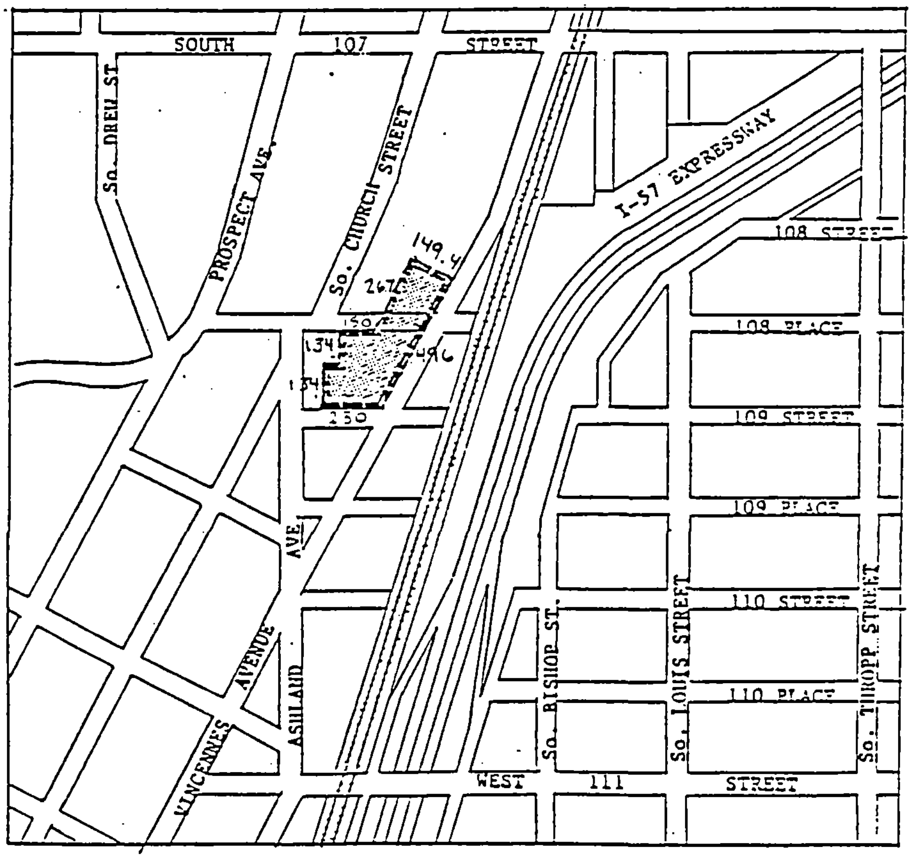
SET-BACK AND YARD REQUIREMENTS MAY BE ADJUSTED WHERE REQUIRED TO PERMIT CONFORMANCE TO THE PATTERN OF, OR ARCHITECTURAL ARRANGEMENT RELATED TO, EXISTING STRUCTURES, OR WHERE NECESSARY BECAUSE OF TECHNICAL REASONS, SUBJECT TO THE APPROVAL OF THE DEPARTMENT OF PLANNING.

APPLICANT: MORGAN PARK - BEVERLY AREA HOUSING, INC., an Illinois not-for-profit corporation

DATE: March 16, 1987

RESIDENTIAL PLANNED DEVELOPMENT

PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENTS



LEGEND

NORTH

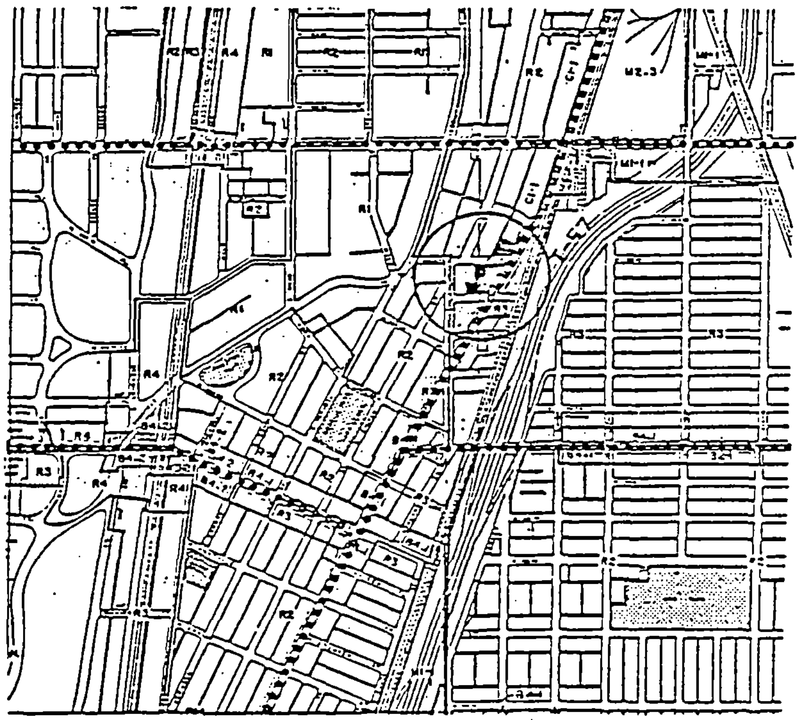
▬ ▬ ▬ ▬ PLANNED DEVELOPMENT BOUNDARY

0 300 600
scale in feet

APPLICANT: MORGAN PARK AND BEVERLY AREA HOUSING, INC.
DATED: March 16, 1987

RESIDENTIAL PLANNED DEVELOPMENT

EXISTING ZONING PREFERENTIAL STREET SYSTEM



LEGEND

NORTH

0 500 1000
scale in feet

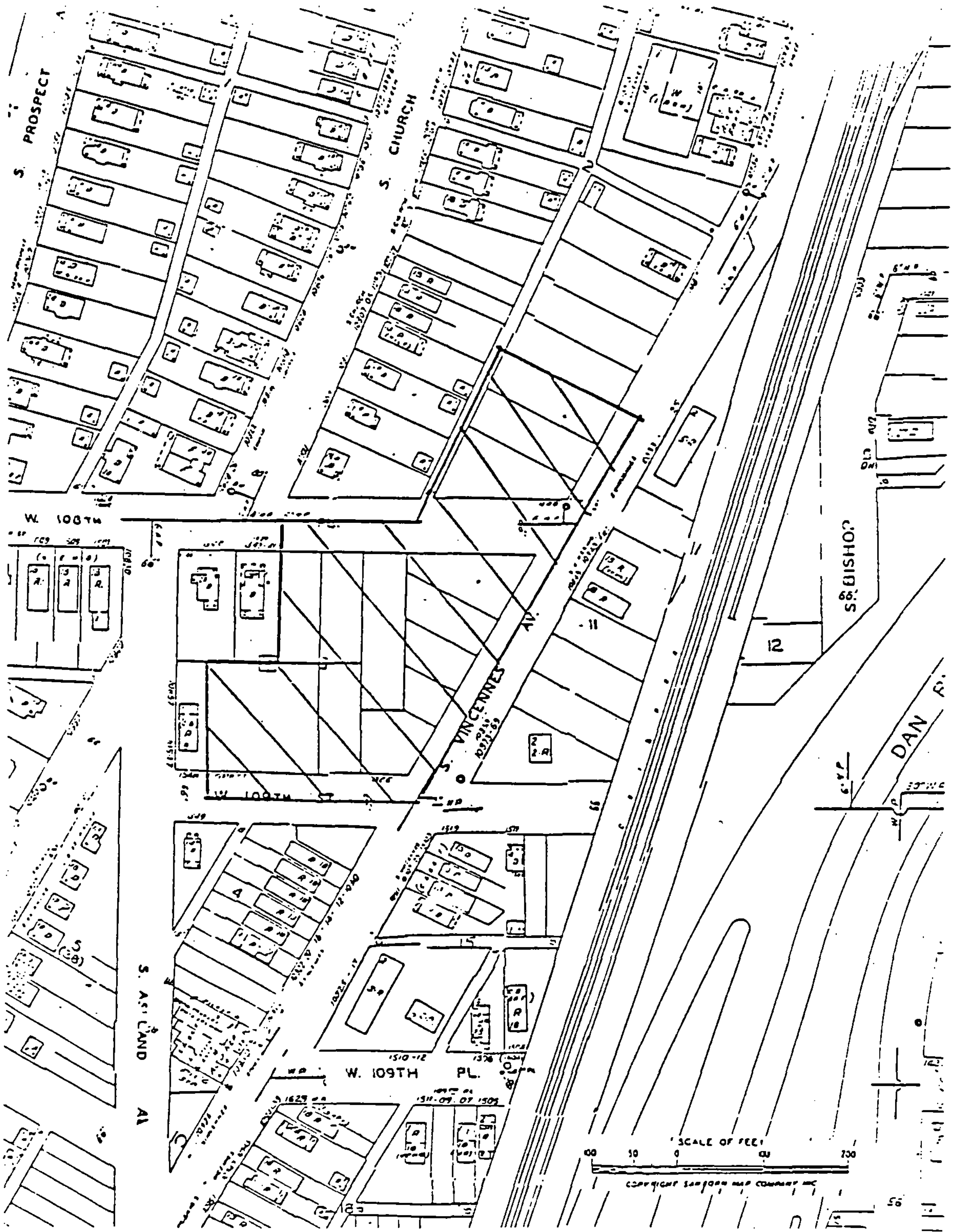
Residential Planned Development Boundary

Zoning District Boundaries

Preferential Street System

Public and Quasi-Public Facilities

APPLICANT: MORGAN PARK AND BEVERLY AREA HOUSING, INC.
DATED: March 16, 1987


S. PROSPECT
S. CHURCH
W. 108TH
S. VINCENNES AV.
S. BISHOP
W. 109TH ST.
S. ASHLAND AV.
W. 109TH PL.
DAN
SCALE OF FEET
COPYRIGHT SANBORN MAP COMPANY INC

(Continued from page 5641)

17-6.12. Any person found in violation of the provisions of Sections 17-5.1 through 17-6.11 inclusive shall be subject to a fine of five hundred dollars ($500.00) for the first offense, one thousand dollars ($1,000.00) for the second and each subsequent offense. Each day such violation shall continue shall constitute a separate and distinct offense.

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

Alderman Krystyniak moved to substitute the foregoing proposed ordinance for the proposed ordinance printed in the Journal of the Proceedings of October 15, 1987. The motion to substitute *Prevailed* by a *viva voce* vote.

Thereupon, on motion of Alderman Rush, the 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, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

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 17 of the Municipal Code of Chicago is hereby amended by inserting in its proper numerical sequence, a new Section 17-6.12 to read in italics as follows:

17-6.12. Any person found in violation of the provisions of Sections 17-5.1 through 17-6.11 inclusive shall be subject to a fine of five hundred dollars ($500.00) for the first offense, one thousand dollars ($1,000.00) for the second and each subsequent offense. Each day such violation shall continue shall constitute a separate and distinct offense.

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

MISCELLANEOUS BUSINESS.

OFFICIAL JOURNAL OF RECESSED SESSION HELD ON SEPTEMBER 23, 1987 CORRECTED.

Alderman Bloom moved to *Correct* the printed Offical Journal of the recessed session held on Wednesday, September 23, 1987, as follows:

> Page 4141--by deleting the words "West 68th Street" on the sixth and seventh lines from the bottom of the page, and inserting in lieu thereof the words "East 68th Street".

The motion to correct *Prevailed.*

CONGRATULATIONS EXTENDED TO ALDERMAN ANNA LANGFORD ON HER 70TH BIRTHDAY.

At this point in the proceedings Alderman Shaw noted that October 27th was Alderman Langford's seventieth birthday. Thereupon, all present sang "Happy Birthday" to Alderman Langford, who gratefully acknowledged the kindness expressed.

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 meeting held on Wednesday, the twenty- eighth (28th) day of October, 1987, at 10:00 A.M. be and the same is hereby fixed to be held on Friday, the thirtieth (30th) day of October, 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, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

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 October 1 and 20, 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 923 North Central Avenue, which was authorized by ordinance passed April 1, 1987 pages 40902--40903, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 1660--1662 South Christiana Avenue, which was authorized by ordinance passed October 6, 1986 pages 34499- -34500, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 5651--5653 South Green Avenue, which was authorized by ordinance passed October 6, 1986 page 34503, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 1271 North Hermitage Avenue, which was authorized by ordinance passed April 1, 1987 page 40906, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 6107--6109 South Kenwood Avenue, which was authorized by ordinance passed October 30, 1986 pages 35391--35392, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 6318--6320 South Kimbark Avenue, which was authorized by ordinance passed October 6, 1986 pages 34509- -34510, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 5710--5712 South Loomis Street, which was authorized by ordinance passed October 30, 1986 page 35395, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 2426 West Madison Street, which was authorized by ordinance passed April 1, 1987 pages 40908--40909, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 562--564 East Oakwood Boulevard, which was authorized by ordinance passed October 6, 1986 pages 34516--34517, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 2946 West Roosevelt Road, which was authorized by ordinance passed July 15, 1987 pages 2271--2272, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 11401 South Watkins Avenue, which was authorized by ordinance passed April 1, 1987 pages 40922--40923, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 938 West Willow Street, which was authorized by ordinance passed December 31, 1981 page 8169, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 528--530 East 42nd Street, which was authorized by ordinance passed October 6, 1986 pages 34521--34522, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 600--608 East 48th Street/4755--4757 South St. Lawrence Avenue, which was authorized by ordinance passed October 6, 1986 page 34522, 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.

923 North Central Avenue.

Pastor S. and Esthela A. Buitron, 919 North Central Avenue, Chicago, Illinois 60651: Amount bid $2,000.00, deposit check $200.00 (cashier's check).

1660--1662 South Christiana Avenue.

Monroe Lollar, 1658 South Christiana Avenue, Chicago, Illinois 60623: Amount bid $30.00, deposit check $30.00 (cashier's check).

5651--5653 South Green Avenue.

Otis Barnes, 5647 South Green Avenue, Chicago, Illinois 60621: Amount bid $3,000.00, deposit check $300.00 (cashier's check).

1271 North Hermitage Avenue.

Stanley Idzik, 1250 North Milwaukee Avenue, Chicago, Illinois 60622: Amount bid $2,500.00, deposit check $250.00 (cashier's check).

6107--6109 South Kenwood Avenue.

First Mount Calvary M. B. Church, 6111 South Kenwood Avenue, Chicago, Illinois 60637: Amount bid $3,500.00, deposit check $350.00 (cashier's check).

6318--6320 South Kimbark Avenue.

Megginson and Denham, Inc., c/o Paul T. Wigoda, Suite 1560, 208 South LaSalle Street, Chicago, Illinois 60604: Amount bid $8,000.00, deposit check $800.00 (cashier's check).

5710--5712 South Loomis Street.

Seventh-Day Word of God Church, 5718 South Loomis Street, Chicago, Illinois 60636: Amount bid $500.00, deposit check $50.00 (certified check).

2426 West Madison Street.

Robert Schuman, 7851 North Karlov, Skokie, Illinois 60076 and Ronald Bain, 3715 West Greenleaf, Skokie, Illinois 60076: Amount bid $2,700.00, deposit check $270.00 (cashier's check).

562--564 East Oakwood Boulevard.

Herman and Patricia A. Francisco, 633 East Oakwood Boulevard, Chicago, Illinois 60653: Amount bid $9,000.00, deposit check $900.00 (cashier's check).

2946 West Roosevelt Road.

James A. and Evelyn Crawford, 1124 South Richmond Street, Chicago, Illinois 60612: Amount bid $2,700.00, deposit check $500.00 (cashier's check).

11401 South Watkins Avenue.

Apostolic Pentecostal Church of Morgan Park, 11401 South Vincennes Avenue, Chicago, Illinois 60643: Amount bid $6,750.00, deposit check $675.00 (certified check).

938 West Willow Street.

Willow Bissel Partners, c/o Thrush & Company, 727 North Hudson Avenue, Suite 203, Chicago, Illinois 60610: Amount bid $24,101.00, deposit check $2,410.10 (cashier's check).

528--530 East 42nd Street.

Kenwood Congregation of Jehovah's Witnesses, Inc., c/o Manak and Hornsby, 33 North LaSalle Street, Chicago, Illinois 60602: Amount bid $7,000.00, deposit check $700.00 (certified check).

600--608 East 48th Street/
4755--4757 South St. Lawrence Avenue.

Andrew and Ruby Harris, 4753 South St. Lawrence Avenue, Chicago, Illinois 60615: Amount bid $6,000.00, deposit check $600.00 (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 Friday, October 30, 1987, at 10:00 A.M., in the Council Chamber in City Hall.

WALTER S. KOZUBOWSKI,
City Clerk.