



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

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**Regular Meeting--Friday, July 29, 1988**

**at 10:00 A. M.**

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

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**OFFICIAL RECORD.**

**EUGENE SAWYER**  
Acting Mayor

**WALTER S. KOZUBOWSKI**  
City Clerk

### Attendance At Meeting.

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

*Absent* -- Aldermen Mell, Giles, Schuler.

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### Call To Order.

On Friday, July 29, 1988 at 11:04 A.M. (the hour appointed for the meeting was 10:00 A.M.) The Honorable Eugene Sawyer, Acting 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, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Jones, J. Evans, Garcia, Krystyniak, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 40.

Quorum present.

Alderman Hagopian requested that the record reflect Alderman Mell was absent due to illness.

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### Invocation.

Alderman Ernest Jones (20th Ward) opened the meeting with prayer.

**REPORTS AND COMMUNICATIONS FROM  
CITY OFFICERS.**

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***Referred -- REAPPOINTMENT OF MR. ROBERT M. WEISSBOURD AS  
MEMBER OF BOARD OF TRUSTEES OF COMMUNITY  
COLLEGE DISTRICT NUMBER 508.***

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I have reappointed Robert M. Weissbourd as a member of the Board of Trustees of Community College District No. 508 for a term ending June 30, 1991.

Your favorable consideration of this reappointment will be appreciated.

Very truly yours,  
(Signed) EUGENE SAWYER,  
*Acting Mayor.*

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***Referred -- APPOINTMENTS OF VARIOUS INDIVIDUALS AS  
DIRECTORS OF NAVY PIER CORPORATION FOR  
TERM ENDING MAY 1, 1990.***

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Special Events and Cultural Affairs:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I hereby appoint the following persons as Directors of the Navy Pier Corporation for a term expiring May 1, 1990:

Mr. Marshall Front

Mr. George E. Johnson

Mr. Carmen Caldero

Ms. Sue Ling Gin

Your favorable consideration of these appointments will be appreciated.

Very truly yours,  
(Signed) EUGENE SAWYER,  
*Acting Mayor.*

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*Referred --* APPOINTMENTS OF VARIOUS INDIVIDUALS AS  
DIRECTORS OF NAVY PIER CORPORATION FOR  
TERM ENDING MAY 1, 1991.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Special Events and Cultural Affairs:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I hereby appoint the following persons as Directors of the Navy Pier Corporation for a term expiring May 1, 1991:



Mr. Marshall Bennet

Mr. A. Steven Crown

Mr. Alex Munoz

Mr. Glen Harston

Ms. Adela Cepeda

Your favorable consideration of these appointments will be appreciated.

Very truly yours,  
(Signed) EUGENE SAWYER,  
*Acting Mayor.*

---

*Referred --* APPOINTMENTS OF VARIOUS INDIVIDUALS  
AS DIRECTORS OF NAVY PIER CORPORATION  
FOR TERM ENDING MAY 1, 1992.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Special Events and Cultural Affairs:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I hereby appoint the following persons as Directors of the Navy Pier Corporation for a term expiring May 1, 1992:

Mr. Elvin Charity

Mr. Peter Kim

Mr. Quentin E. Primo III

Mr. Larry Levy

Mr. Donald Lubin

Your favorable consideration of these appointments will be appreciated.

Very truly yours,  
(Signed) EUGENE SAWYER,  
*Acting Mayor.*

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*Referred --* APPOINTMENTS OF VARIOUS INDIVIDUALS  
AS DIRECTORS OF NAVY PIER CORPORATION  
FOR TERM ENDING MAY 1, 1993.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Special Events and Cultural Affairs:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I hereby appoint the following persons as Directors of the Navy Pier Corporation for a term expiring May 1, 1993:

Mr. Al Johnson

Mr. Grayson Mitchell

Mr. Ernest Wish

Mr. James Fletcher

Mr. Vincent Lane

Your favorable consideration of these appointments will be appreciated.

Very truly yours,  
(Signed) EUGENE SAWYER,  
*Acting Mayor.*

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*Referred --* APPOINTMENTS OF VARIOUS INDIVIDUALS AS  
DIRECTORS OF NAVY PIER CORPORATION FOR  
TERM ENDING MAY 1, 1994.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Special Events and Cultural Affairs:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I hereby appoint the following persons as Directors of the Navy Pier Corporation for a term expiring May 1, 1994:

Mr. Scott Hodes

Mr. Willard L. Boyd

Mr. Raoul A. Villalobos

Mr. Richard Stein

Ms. Barbara Proctor

Your favorable consideration of these appointments will be appreciated.

Very truly yours,  
(Signed) EUGENE SAWYER,  
*Acting Mayor.*

*Referred --* EXECUTION OF REDEVELOPMENT AGREEMENT WITH  
LINPRO CHICAGO LAND LIMITED PARTNERSHIP FOR  
CONSTRUCTION OF OFFICE COMPLEX IN  
NORTH LOOP BLOCK 35.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 29, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Planning, I transmit herewith an ordinance authorizing the Acting Mayor to execute the redevelopment agreement between the City of Chicago and Linpro Chicago Land Limited Partnership. The agreement provides for the construction of a first class office complex and the provision of certain public amenities.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,  
(Signed) EUGENE SAWYER,  
*Acting Mayor.*

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*Rules Suspended --* JULY 29, 1988 PROCLAIMED AS  
"BOBBY VINTON DAY IN CHICAGO".

Alderman Pucinski moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business for the immediate consideration of and action upon a proposed resolution proclaiming July 29, 1988 as "Bobby Vinton Day in Chicago". The motion *Prevailed*.

Alderman Pucinski then moved to *Adopt* the said proposed resolution. The motion *Prevailed* by a viva voce vote.

The following is said resolution as adopted:

WHEREAS, On July 29, 30 and 31, 1988, Chicago will be treated to the biggest Polish festival in Chicago known as Festival Polonaise; and

WHEREAS, Festival Polonaise will celebrate the Polish heritage and culture; and

WHEREAS, This weekend has been declared as "Polish Weekend in Chicago" by the City Council; and

WHEREAS, Festival Polonaise will have Polish food, art exhibits, cultural exhibits, and Polish and American entertainment; and

WHEREAS, Bobby Vinton will open Festival Polonaise with a command performance on Friday evening, July 29, 1988; and

WHEREAS, Bobby Vinton is a proud son of Polonia; and

WHEREAS, Bobby Vinton has helped his fellow Polish-Americans and Poles in Poland by sponsoring two telethons which raised over \$1.5 million; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council do hereby proclaim July 29, 1988 as Bobby Vinton Day in Chicago, honoring him for his humanitarian assistance to his fellow Polish-Americans; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Bobby Vinton.

At this point in the proceedings, The Honorable Eugene Sawyer, Acting Mayor, invited Mr. Bobby Vinton to the mayor's rostrum. Expressing his gratitude for the honor accorded him, Mr. Vinton presented Acting Mayor Sawyer with a copy of his recent record "Sealed with a Kiss" and joined the Mayor in a duet of the Polish language version of the song "Melody of Love".

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REGULAR ORDER OF BUSINESS RESUMED.

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**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 a document had been filed in his office relating to the subject designated as follows:

***Placed On File*-- REFUSAL BY ALDERMAN ED H. SMITH  
OF CHAIRMANSHIP OF COMMITTEE ON ENERGY,  
ENVIRONMENTAL PROTECTION AND  
PUBLIC UTILITIES.**

A communication from Alderman Ed. H. Smith stating his refusal to accept the chairmanship of the Committee on Energy, Environmental Protection and Public Utilities, which was *Placed on File*.

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**City Council Informed As To Certain Actions Taken.**

**PUBLICATION OF JOURNAL.**

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on July 27, 1988, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on July 29, 1988, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on July 27, 1988, 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.

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**REPORTS OF COMMITTEES.**

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**COMMITTEE ON AVIATION.**

EXECUTION AND SUBMITTAL OF GRANT APPLICATION TO  
FEDERAL AVIATION ADMINISTRATION FOR FUNDING  
OF CAPITAL PROJECTS AT CHICAGO  
MIDWAY AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 26, 1988.

*To the President and Members of the City Council:*

Your Committee on Aviation, having had under consideration an ordinance authorizing the execution and submittal of a grant application by the City of Chicago to the Federal Aviation Administration, for funding of capital projects at Chicago Midway Airport (which was referred on July 13, 1988) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

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

Respectfully submitted,  
(Signed) THOMAS W. CULLERTON,  
*Chairman.*

On motion of Alderman Cullerton, 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, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Aviation on behalf of the City of Chicago is authorized to execute and submit to the Federal Aviation Administration, upon approval

as to form and legality by the Corporation Counsel, an application for federal assistance, said application to be substantially in the form as attached.

SECTION 2. That the Mayor of the City of Chicago is authorized in making of said application to commit a local contribution for the aforesaid program amounting to \$3,210,334.

SECTION 3. That the Mayor of the City of Chicago is hereby authorized to accept for the City of Chicago and the Department of Aviation any grant offer and any subsequent grant amendments which the United States Federal Aviation Administration may authorize pursuant to said application.

SECTION 4. This ordinance shall become effective immediately upon its passage.

[Grant application attached to this ordinance printed on  
pages 16096 through 16102 of this Journal.]

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EXECUTION AND SUBMITTAL OF GRANT APPLICATION TO  
FEDERAL AVIATION ADMINISTRATION FOR FUNDING  
OF CAPITAL PROJECTS AT CHICAGO O'HARE  
INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 26, 1988.

*To the President and Members of the City Council:*

Your Committee on Aviation, having under consideration an ordinance authorizing the execution and submittal of a grant application by the City of Chicago to the Federal Aviation Administration for funding of capital projects at Chicago O'Hare International Airport (which was referred on July 13, 1988) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

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

Respectfully submitted,  
(Signed) THOMAS W. CULLERTON,  
*Chairman.*

(Continued on page 16103)



(Grant Application)  
(Page 1 of 7)

OMB Approval No. 0348-0006

| FEDERAL ASSISTANCE                                                                                                                                                                                                                                                                          |  | 2. APPLICANT'S APPLICATION IDENTIFIER    | 3. NUMBER<br>3-17-0025-11    | 3. STATE APPLICATION IDENTIFIER | 4. NUMBER                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------|------------------------------|---------------------------------|------------------------------------------|
| 1. TYPE OF SUBMISSION<br>(Mark appropriate box)<br><input type="checkbox"/> NOTICE OF INTENT (OPTIONAL)<br><input type="checkbox"/> PREAPPLICATION<br><input checked="" type="checkbox"/> APPLICATION                                                                                       |  | 4. DATE<br>Year month day<br>19 88 06 30 | NOTE TO BE ASSIGNED BY STATE |                                 | 5. DATE ASSIGNED<br>Year month day<br>19 |
| 4. LEGAL APPLICANT/RECIPIENT                                                                                                                                                                                                                                                                |  |                                          |                              |                                 |                                          |
| a. Applicant Name: City of Chicago                                                                                                                                                                                                                                                          |  |                                          |                              |                                 |                                          |
| b. Organization Unit: Department of Aviation                                                                                                                                                                                                                                                |  |                                          |                              |                                 |                                          |
| c. Street/P.O. Box: 20 N. Clark Street - Room 3000                                                                                                                                                                                                                                          |  |                                          |                              |                                 |                                          |
| d. City: Chicago                                                                                                                                                                                                                                                                            |  |                                          |                              |                                 |                                          |
| e. State: Illinois                                                                                                                                                                                                                                                                          |  |                                          |                              |                                 |                                          |
| f. Contact Person (Name & Telephone No.): Jack Delaney 744-4378                                                                                                                                                                                                                             |  |                                          |                              |                                 |                                          |
| 5. EMPLOYER IDENTIFICATION NUMBER (EIN)                                                                                                                                                                                                                                                     |  |                                          |                              |                                 |                                          |
| a. NUMBER: 20-11016                                                                                                                                                                                                                                                                         |  |                                          |                              |                                 |                                          |
| b. TITLE: MULTIPLE <input type="checkbox"/>                                                                                                                                                                                                                                                 |  |                                          |                              |                                 |                                          |
| 7. TITLE OF APPLICANT'S PROJECT (Use section IV of the form to provide a summary description of the project.)                                                                                                                                                                               |  |                                          |                              |                                 |                                          |
| Chicago Midway Airport<br>1988 Development Program                                                                                                                                                                                                                                          |  |                                          |                              |                                 |                                          |
| 8. TYPE OF APPLICANT/RECIPIENT                                                                                                                                                                                                                                                              |  |                                          |                              |                                 |                                          |
| a. Federal <input type="checkbox"/> b. State <input type="checkbox"/> c. Local <input type="checkbox"/> d. Other <input type="checkbox"/>                                                                                                                                                   |  |                                          |                              |                                 |                                          |
| 9. AREA OF PROJECT IMPACT (Name of city, county, state, etc.)                                                                                                                                                                                                                               |  |                                          |                              |                                 |                                          |
| Chicago Metropolitan Area                                                                                                                                                                                                                                                                   |  |                                          |                              |                                 |                                          |
| 10. ESTIMATED NUMBER OF PERSONS BENEFITING                                                                                                                                                                                                                                                  |  |                                          |                              |                                 |                                          |
| \$50,000,000.                                                                                                                                                                                                                                                                               |  |                                          |                              |                                 |                                          |
| 11. TYPE OF ASSISTANCE                                                                                                                                                                                                                                                                      |  |                                          |                              |                                 |                                          |
| a. Direct <input type="checkbox"/> b. Indirect <input type="checkbox"/> c. Other <input type="checkbox"/>                                                                                                                                                                                   |  |                                          |                              |                                 |                                          |
| 12. PROPOSED FUNDING                                                                                                                                                                                                                                                                        |  |                                          |                              |                                 |                                          |
| a. FEDERAL \$ 10,926,250.00                                                                                                                                                                                                                                                                 |  |                                          |                              |                                 |                                          |
| b. APPLICANT 3,210,334.00                                                                                                                                                                                                                                                                   |  |                                          |                              |                                 |                                          |
| c. STATE 465,083.00                                                                                                                                                                                                                                                                         |  |                                          |                              |                                 |                                          |
| d. LOCAL .00                                                                                                                                                                                                                                                                                |  |                                          |                              |                                 |                                          |
| e. OTHER .00                                                                                                                                                                                                                                                                                |  |                                          |                              |                                 |                                          |
| f. Total \$ 14,601,667.00                                                                                                                                                                                                                                                                   |  |                                          |                              |                                 |                                          |
| 13. CONGRESSIONAL DISTRICTS OF:                                                                                                                                                                                                                                                             |  |                                          |                              |                                 |                                          |
| a. APPLICANT                                                                                                                                                                                                                                                                                |  |                                          |                              |                                 |                                          |
| b. PROJECT                                                                                                                                                                                                                                                                                  |  |                                          |                              |                                 |                                          |
| 14. TYPE OF APPLICATION                                                                                                                                                                                                                                                                     |  |                                          |                              |                                 |                                          |
| a. New <input type="checkbox"/> b. Renewal <input type="checkbox"/> c. Extension <input type="checkbox"/> d. Other <input type="checkbox"/>                                                                                                                                                 |  |                                          |                              |                                 |                                          |
| 15. PROJECT START DATE Year month day                                                                                                                                                                                                                                                       |  |                                          |                              |                                 |                                          |
| 16. PROJECT DURATION                                                                                                                                                                                                                                                                        |  |                                          |                              |                                 |                                          |
| 17. TYPE OF CHANGE (For Add or Del)                                                                                                                                                                                                                                                         |  |                                          |                              |                                 |                                          |
| a. Add <input type="checkbox"/> b. Del <input type="checkbox"/> c. Other <input type="checkbox"/>                                                                                                                                                                                           |  |                                          |                              |                                 |                                          |
| 18. DATE DUE TO FEDERAL AGENCY Year month day                                                                                                                                                                                                                                               |  |                                          |                              |                                 |                                          |
| 19 88 07 15                                                                                                                                                                                                                                                                                 |  |                                          |                              |                                 |                                          |
| 19. FEDERAL AGENCY TO RECEIVE REQUEST                                                                                                                                                                                                                                                       |  |                                          |                              |                                 |                                          |
| Department of Transportation                                                                                                                                                                                                                                                                |  |                                          |                              |                                 |                                          |
| 20. POSTING FEDERAL GRANT IDENTIFICATION NUMBER                                                                                                                                                                                                                                             |  |                                          |                              |                                 |                                          |
| 21. REMARKS ADDED                                                                                                                                                                                                                                                                           |  |                                          |                              |                                 |                                          |
| 22. THE APPLICANT CERTIFIES THAT:                                                                                                                                                                                                                                                           |  |                                          |                              |                                 |                                          |
| a. YES, THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE                                                                                                                                                  |  |                                          |                              |                                 |                                          |
| b. NO, PROGRAM IS NOT COVERED BY E.O. 12372 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW                                                                                                                                                                                            |  |                                          |                              |                                 |                                          |
| 23. CERTIFYING REPRESENTATIVE                                                                                                                                                                                                                                                               |  |                                          |                              |                                 |                                          |
| a. TYPED NAME AND TITLE: Howard Stanback, PhD Acting Commissioner                                                                                                                                                                                                                           |  |                                          |                              |                                 |                                          |
| b. SIGNATURE: <i>Howard Stanback</i>                                                                                                                                                                                                                                                        |  |                                          |                              |                                 |                                          |
| 24. APPLICATION RECEIVED 19                                                                                                                                                                                                                                                                 |  |                                          |                              |                                 |                                          |
| 25. FEDERAL APPLICATION IDENTIFICATION NUMBER                                                                                                                                                                                                                                               |  |                                          |                              |                                 |                                          |
| 26. FEDERAL GRANT IDENTIFICATION                                                                                                                                                                                                                                                            |  |                                          |                              |                                 |                                          |
| 27. ACTION TAKEN                                                                                                                                                                                                                                                                            |  |                                          |                              |                                 |                                          |
| a. AWARDED <input type="checkbox"/> b. REJECTED <input type="checkbox"/> c. RETURNED FOR AMENDMENT <input type="checkbox"/> d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE <input type="checkbox"/> e. DEFERRED <input type="checkbox"/> f. WITHDRAWN <input type="checkbox"/> |  |                                          |                              |                                 |                                          |
| 28. FUNDING                                                                                                                                                                                                                                                                                 |  |                                          |                              |                                 |                                          |
| a. FEDERAL \$ .00                                                                                                                                                                                                                                                                           |  |                                          |                              |                                 |                                          |
| b. APPLICANT .00                                                                                                                                                                                                                                                                            |  |                                          |                              |                                 |                                          |
| c. STATE .00                                                                                                                                                                                                                                                                                |  |                                          |                              |                                 |                                          |
| d. LOCAL .00                                                                                                                                                                                                                                                                                |  |                                          |                              |                                 |                                          |
| e. OTHER .00                                                                                                                                                                                                                                                                                |  |                                          |                              |                                 |                                          |
| f. TOTAL \$ .00                                                                                                                                                                                                                                                                             |  |                                          |                              |                                 |                                          |
| 29. ACTION DATED Year month day                                                                                                                                                                                                                                                             |  |                                          |                              |                                 |                                          |
| 30. STARTING DATE Year month day                                                                                                                                                                                                                                                            |  |                                          |                              |                                 |                                          |
| 31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)                                                                                                                                                                                                                          |  |                                          |                              |                                 |                                          |
| 32. REMARKS ADDED                                                                                                                                                                                                                                                                           |  |                                          |                              |                                 |                                          |
| 33. YES <input type="checkbox"/> NO <input type="checkbox"/>                                                                                                                                                                                                                                |  |                                          |                              |                                 |                                          |

(Grant Application)  
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DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 33-001-004

## PART II

PROJECT APPROVAL INFORMATION  
SECTION A

## Item 1.

Does this assistance request require State, local, regional, or other priority rating?

☐ Yes ☒ No

Name of Governing Body \_\_\_\_\_

Priority Rating \_\_\_\_\_

## Item 2.

Does this assistance request require State, or local advisory, educational or health clearances?

☐ Yes ☒ No (Attach Documentation)

Name of Agency or Board \_\_\_\_\_

## Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? (Attach Comments)

☒ Yes ☐ No

## Item 4.

Does this assistance request require State, local, regional or other planning approval?

☐ Yes ☒ No

Name of Approving Agency \_\_\_\_\_

Date \_\_\_\_\_

## Item 5.

Is the proposed project covered by an approved comprehensive plan?

☒ Yes ☐ NoCheck one: State ☐Local ☒Regional ☐

Location of plan 20 North Clark - Suite 3000

## Item 6.

Will the assistance requested serve a Federal installation?

☐ Yes ☒ No

Name of Federal Installation \_\_\_\_\_

Federal Population benefiting from Project \_\_\_\_\_

## Item 7.

Will the assistance requested be on Federal land or installation?

☐ Yes ☒ No

Name of Federal Installation \_\_\_\_\_

Location of Federal Land \_\_\_\_\_

Percent of Project \_\_\_\_\_

## Item 8.

Will the assistance requested have an impact or effect on the environment?

☐ Yes ☒ No

See instruction for additional information to be provided.

## Item 9.

Will the assistance requested cause the displacement of individuals families, businesses, or farms?

☒ Yes ☐ No

Number of:

Individuals \_\_\_\_\_

Families \_\_\_\_\_

Businesses 1 \_\_\_\_\_

Farms \_\_\_\_\_

## Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated?

☐ Yes ☒ No

See instructions for additional information to be provided.

(Grant Application)  
(Page 3 of 7)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

DOT FORM 35-00100

PART II - SECTION B

|                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11. SITES AND IMPROVEMENTS: <u>  X  </u> Not required, <u>          </u> Attached as exhibits<br>Applicant intends to acquire the site through:<br><u>          </u> Eminent domain, <u>          </u> Negotiated purchase, <u>          </u> Other means (specify)                                                                                                                       |
| 12. TITLE OR OTHER INTEREST IN THE SITE IS OR WILL BE VESTED IN:<br><u>  X  </u> Applicant, <u>          </u> Agency or institution operating the facility, <u>          </u> Other (specify)                                                                                                                                                                                             |
| 13. INDICATE WHETHER APPLICANT/OPERATOR HAS:<br><u>  X  </u> Fee simple title, <u>          </u> Leasehold interest, <u>          </u> Other (specify)                                                                                                                                                                                                                                    |
| 14. IF APPLICANT/OPERATOR HAS LEASEHOLD INTEREST, GIVE THE FOLLOWING INFORMATION:<br>a. Length of lease or other estate interest <u>          </u> , and number of years to run <u>          </u><br>b. Is lease renewable? <u>          </u> Yes <u>          </u> No<br>c. Current appraised value of land \$ <u>          </u><br>d. Annual rental rate \$ <u>          </u>           |
| 15. ATTACH AN OPINION FROM ACCEPTABLE TITLE COUNSEL DESCRIBING THE INTEREST APPLICANT/OPERATOR HAS IN THE SITE AND CERTIFYING THAT THE ESTATE OR INTEREST IS LEGAL AND VALID.                                                                                                                                                                                                             |
| 16. WHERE APPLICABLE, ATTACH SITE SURVEY, SOIL INVESTIGATION REPORTS AND COPIES OF LAND APPRAISALS.                                                                                                                                                                                                                                                                                       |
| 17. WHERE APPLICABLE, ATTACH CERTIFICATION FROM ARCHITECT ON THE FEASIBILITY OF IMPROVING EXISTING SITE TOPOGRAPHY.                                                                                                                                                                                                                                                                       |
| 18. ATTACH PLOT PLAN.                                                                                                                                                                                                                                                                                                                                                                     |
| 19. CONSTRUCTION SCHEDULE ESTIMATES: <u>          </u> Not required, <u>  X  </u> Being prepared, <u>          </u> Attached as exhibits<br>Percentage of completion of drawings and specifications at application date:<br>Schematics <u>          </u> % Preliminary <u>          </u> % Final <u>          </u> %                                                                      |
| 20. TARGET DATES FOR:<br>Bid Advertisement <u>          </u> Contract Award <u>          </u><br>Construction Completion <u>          </u> Occupancy <u>          </u>                                                                                                                                                                                                                    |
| 21. DESCRIPTION OF FACILITY: <u>  X  </u> Not required <u>          </u> Attached as exhibits<br>Drawings - Attach any drawings which will assist in describing the project.<br>Specifications - Attach copies of completed outline specifications.<br>(If drawings and specifications have not been fully completed, please attach copies of working drawings that have been completed.) |

(Grant Application)  
(Page 4 of 7)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO 04-00209

**PART II - SECTION C**

The Sponsor hereby represents and certifies as follows:

1. **Compatible Land Use.**—The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

N/A

2. **Defaults.**—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

NONE

3. **Possible Disabilities.**—There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

NONE

4. **Land.**—(a) The Sponsor holds the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

See Exhibit A - on file with F.A.A. will be updated after land acquisition is complete.

\*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

(Grant Application)  
(Page 5 of 7)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO 04-R0205

**PART II - SECTION C (Continued)**

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land\* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

**5. Exclusive Rights.**—There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

---

\*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

(Grant Application)  
(Page 6 of 7)

## DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

## PART III - BUDGET INFORMATION - CONSTRUCTION

## SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No. .... 20.106
2. Functional or Other Breakout .....

## SECTION B - CALCULATION OF FEDERAL GRANT

| Cost Classification                                      | Use only for revisions |                     | Total Amount Required |
|----------------------------------------------------------|------------------------|---------------------|-----------------------|
|                                                          | Latest Approved Amount | Adjustment + or (-) |                       |
| 1. Administration expense                                | \$                     | \$                  | \$                    |
| 2. Preliminary expense                                   |                        |                     |                       |
| 3. Land, structures, right-of-way                        |                        |                     | 3,500,000.            |
| 4. Architectural engineering basic fees                  |                        |                     | 950,000.              |
| 5. Other architectural engineering fees                  |                        |                     | 466,667.              |
| 6. Project inspection fees                               |                        |                     | 1,663,900.            |
| 7. Land development                                      |                        |                     |                       |
| 8. Relocation Expenses                                   |                        |                     | 100,000.              |
| 9. Relocation payments to individuals and businesses     |                        |                     | 400,000.              |
| 10. Demolition and removal                               |                        |                     |                       |
| 11. Construction and project improvement                 |                        |                     | 10,221,100.           |
| 12. Equipment                                            |                        |                     |                       |
| 13. Miscellaneous                                        |                        |                     |                       |
| 14. Total (Lines 1 through 13)                           |                        |                     | 17,301,667.           |
| 15. Estimated Income (if applicable)                     |                        |                     |                       |
| 16. Net Project Amount (Line 14 minus 15)                |                        |                     | 17,301,667.           |
| 17. Less: Ineligible Exclusions                          |                        |                     | 2,700,000.            |
| 18. Add: Contingencies                                   |                        |                     |                       |
| 19. Total Project Amt. (Excluding Rehabilitation Grants) |                        |                     | 14,601,667            |
| 20. Federal Share requested of Line 19                   |                        |                     | 10,926,250.           |
| 21. Add Rehabilitation Grants Requested (100 Percent)    |                        |                     |                       |
| 22. Total Federal grant requested (Lines 20 & 21)        |                        |                     | 10,926,250.           |
| 23. Grantee share                                        |                        |                     | 3,210,334.            |
| 24. Other shares                                         |                        |                     | 465,083.              |
| 25. Total project (Lines 22, 23 & 24)                    | \$                     | \$                  | \$ 14,501,667.        |

(Grant Application)  
(Page 7 of 7)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

## SECTION C - EXCLUSIONS

| Classification                        | Ineligible for Participation<br>(1) | Excluded from Contingency Provision<br>(2) |
|---------------------------------------|-------------------------------------|--------------------------------------------|
| 26.                                   |                                     |                                            |
| a. Fire Station - non-airport portion | \$ 2,700,000.                       | \$                                         |
| b.                                    |                                     |                                            |
| c.                                    |                                     |                                            |
| d.                                    |                                     |                                            |
| e.                                    |                                     |                                            |
| f.                                    |                                     |                                            |
| g. Totals                             | \$ 2,700,000.                       | \$                                         |

## SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

|                                  |               |
|----------------------------------|---------------|
| 27. Grantee Share                | \$            |
| a. Securities                    |               |
| b. Mortgages                     |               |
| c. Appropriations (By Applicant) | 3,210,334.    |
| d. Bonds                         |               |
| e. Tax Levies                    |               |
| f. Non Cash                      |               |
| g. Other (Explain)               |               |
| h. TOTAL - Grantee share         |               |
| 28. Other Shares                 |               |
| a. State                         | 465,083.      |
| b. Other                         |               |
| c. Total Other Shares            |               |
| 29. TOTAL                        | \$ 3,675,417. |

## SECTION E - REMARKS

PART IV PROGRAM NARRATIVE (Attach - See Instructions)

(Continued from page 16095)

On motion of Alderman Cullerton, 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, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Aviation on behalf of the City of Chicago is authorized to execute and submit to the Federal Aviation Administration, upon approval as to form and legality by the Corporation Counsel, an application for federal assistance, said application to be substantially in the form as attached.

SECTION 2. That the Mayor of the City of Chicago is authorized in making of said application to commit a local contribution for the aforesaid program amounting to \$4,084,892.

SECTION 3. That the Mayor of the City of Chicago is hereby authorized to accept for the City of Chicago and the Department of Aviation any grant offer and any subsequent grant amendments which the United States Federal Aviation Administration may authorize pursuant to said application.

SECTION 4. This ordinance shall become effective immediately upon its passage.

[Grant application attached to this ordinance printed on pages  
16104 through 16110 of this Journal.]

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EXECUTION AND SUBMITTAL OF GRANT APPLICATION TO FEDERAL  
AVIATION ADMINISTRATION FOR FUNDING OF CERTAIN  
PROJECTS AT MERRILL C. MEIGS FIELD.

The Committee on Aviation submitted the following report:

(Continued on page 16111)



(Grant Application)  
(Page 1 of 7)

| FEDERAL ASSISTANCE                                                                                                                                                                                                                                                                                                                                                               |  | 2. APPLICANT'S APPLICATION IDENTIFIER                                                                                                                                                                                                          | 3. STATE APPLICATION IDENTIFIER                                          | 4. NUMBER                                                                                                                                                                       | 5. NUMBER |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 1. TYPE OF SUBMISSION (Mark up appropriate box)<br><input type="checkbox"/> NOTICE OF INTENT (OPTIONAL)<br><input type="checkbox"/> PREAPPLICATION<br><input checked="" type="checkbox"/> APPLICATION                                                                                                                                                                            |  | a. NUMBER<br>3-17-0022-12<br>b. DATE<br>Year month day<br>19 88 06 30                                                                                                                                                                          | NOTE TO BE ASSIGNED BY STATE<br>a. DATE ASSIGNED<br>Year month day<br>19 |                                                                                                                                                                                 |           |
| 4. LEGAL APPLICANT/RECIPIENT<br>a. Applicant Name: City of Chicago<br>b. Organization Unit: Department of Aviation<br>c. Street/P.O. Box: 20 N. Clark St. - Suite 3000<br>d. City: Chicago<br>e. State: Illinois<br>f. Contact Person (Name & Telephone No.): Jack Delaney (312) 744-4378                                                                                        |  | 5. EMPLOYER IDENTIFICATION NUMBER (EIN)<br>a. NUMBER: 20-1106<br>b. TITLE: AIP                                                                                                                                                                 |                                                                          |                                                                                                                                                                                 |           |
| 7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project)<br>Chicago O'Hare International Airport<br>Upgrade Mt. Prospect Road, Acquire Safety Equipment<br>Security Improvements Program, Elevator Expansion<br>Vehicle Access Road, Airport Operations Information Board<br>Main Access Road - Engineering, Runway Sensors |  | 8. TYPE OF APPLICANT/RECIPIENT<br>A-State<br>B-Federal<br>C-County<br>D-City<br>E-Other State<br>F-Other Federal<br>G-Other County<br>H-Other City<br>I-Other Other                                                                            |                                                                          | 10. ESTIMATED NUMBER OF PERSONS BENEFITING<br>A-State<br>B-Federal<br>C-County<br>D-City<br>E-Other State<br>F-Other Federal<br>G-Other County<br>H-Other City<br>I-Other Other |           |
| 12. PROPOSED FUNDING<br>a. FEDERAL \$ 12,254,675.00<br>b. APPLICANT 4,084,892.00<br>c. STATE .00<br>d. LOCAL .00<br>e. OTHER .00<br>f. Total \$ 16,339,567.00                                                                                                                                                                                                                    |  | 13. CONGRESSIONAL DISTRICTS OF:<br>a. APPLICANT<br>b. PROJECT<br>16. PROJECT START DATE Year month day 19 88 06 01<br>17. PROJECT DURATION Months<br>18. DATE DUE TO FEDERAL AGENCY Year month day 19 88 07 15                                 |                                                                          | 14. TYPE OF APPLICATION<br>A-Federal<br>B-County<br>C-City<br>D-Other<br>17. TYPE OF CHANGE (For No or No)<br>A-Extension<br>B-Continuation<br>C-Other<br>D-Other               |           |
| 19. FEDERAL AGENCY TO RECEIVE REQUEST<br>a. ORGANIZATIONAL UNIT (IF APPROPRIATE) F.A.A.<br>b. ADDRESS 2300 E. Devon Avenue<br>Des Plaines, Illinois 60018                                                                                                                                                                                                                        |  | 20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER<br>21. REMARKS ADDED<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                   |                                                                          |                                                                                                                                                                                 |           |
| 22. THE APPLICANT CERTIFIES THAT:<br>To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.                                                                |  | a. YES, THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE<br>b. NO, PROGRAM IS NOT COVERED BY E.O. 12372 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW |                                                                          |                                                                                                                                                                                 |           |
| 23. CERTIFYING REPRESENTATIVE<br>a. TYPED NAME AND TITLE<br>Howard Stanback, PhD<br>Acting Commissioner of Aviation<br>b. SIGNATURE X                                                                                                                                                                                                                                            |  | 24. APPLICATION RECEIVED 19<br>25. FEDERAL APPLICATION IDENTIFICATION NUMBER<br>26. FEDERAL GRANT IDENTIFICATION                                                                                                                               |                                                                          |                                                                                                                                                                                 |           |
| 27. ACTION TAKEN<br><input type="checkbox"/> a. AWARDED<br><input type="checkbox"/> b. REJECTED<br><input type="checkbox"/> c. RETURNED FOR AMENDMENT<br><input type="checkbox"/> d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE<br><input type="checkbox"/> e. DEFERRED<br><input type="checkbox"/> f. WITHDRAWN                                                   |  | 28. FUNDING<br>a. FEDERAL \$ .00<br>b. APPLICANT .00<br>c. STATE .00<br>d. LOCAL .00<br>e. OTHER .00<br>f. TOTAL \$ .00                                                                                                                        |                                                                          | 29. ACTION DATES<br>19<br>30. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)                                                                                    |           |
| 31. STARTING DATE 19<br>32. ENDING DATE 19<br>33. REMARKS ADDED<br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                      |  |                                                                                                                                                                                                                                                |                                                                          |                                                                                                                                                                                 |           |

## (Grant Application)

(Page 2 of 7)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

## PART II

PROJECT APPROVAL INFORMATION  
SECTION A

## Item 1.

Does this assistance request require State, local, regional, or other priority rating?

\_\_\_\_ Yes \_\_\_\_ X No

Name of Governing Body \_\_\_\_\_

Priority Rating \_\_\_\_\_

## Item 2.

Does this assistance request require State, or local advisory, educational or health clearances?

\_\_\_\_ Yes \_\_\_\_ X No (Attach Documentation)

Name of Agency or Board \_\_\_\_\_

\_\_\_\_\_

## Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? (Attach Comments)

\_\_\_\_ X Yes \_\_\_\_ No

## Item 4.

Does this assistance request require State, local, regional or other planning approval?

\_\_\_\_ Yes \_\_\_\_ X No

Name of Approving Agency \_\_\_\_\_

Date \_\_\_\_\_

## Item 5.

Is the proposed project covered by an approved comprehensive plan?

\_\_\_\_ X Yes \_\_\_\_ NoCheck one: State ☐Local ☒Regional ☐Department of Aviation  
Room 3000

Location of plan \_\_\_\_\_ 20 N. Clark Street

## Item 6.

Will the assistance requested serve a Federal installation?

\_\_\_\_ X Yes \_\_\_\_ No

Name of Federal Installation \_\_\_\_\_

Federal Population benefiting from Project \_\_\_\_\_

## Item 7.

Will the assistance requested be on Federal land or installation?

\_\_\_\_ Yes \_\_\_\_ X No

Name of Federal Installation \_\_\_\_\_

Location of Federal Land \_\_\_\_\_

Percent of Project \_\_\_\_\_

## Item 8.

Will the assistance requested have an impact or effect on the environment?

\_\_\_\_ Yes \_\_\_\_ X No

See instruction for additional information to be provided.

## Item 9.

Will the assistance requested cause the displacement of individuals families, businesses, or farms?

\_\_\_\_ Yes \_\_\_\_ X No

Number of:

Individuals \_\_\_\_\_

Families \_\_\_\_\_

Businesses \_\_\_\_\_

Farms \_\_\_\_\_

## Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated?

\_\_\_\_ Yes \_\_\_\_ X No

See instructions for additional information to be provided.

(Grant Application)  
(Page 3 of 7)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

PART II - SECTION B

|                                                                                                                                                                                                                                                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11. SITES AND IMPROVEMENTS: <input checked="" type="checkbox"/> Not required, _____ Attached as exhibits<br>Applicant intends to acquire the site through:<br>_____ Eminent domain, _____ Negotiated purchase, _____ Other means (specify)                                                                                                                             |
| 12. TITLE OR OTHER INTEREST IN THE SITE IS OR WILL BE VESTED IN:<br><input checked="" type="checkbox"/> Applicant, _____ Agency or institution operating the facility, _____ Other (specify)                                                                                                                                                                           |
| 13. INDICATE WHETHER APPLICANT/OPERATOR HAS:<br><input checked="" type="checkbox"/> Fee simple title, _____ Leasehold interest, _____ Other (specify)                                                                                                                                                                                                                  |
| 14. IF APPLICANT/OPERATOR HAS LEASEHOLD INTEREST, GIVE THE FOLLOWING INFORMATION:<br>a. Length of lease or other estate interest _____, and number of years to run _____<br>b. Is lease renewable? _____ Yes _____ No<br>c. Current appraised value of land \$ _____ N/A<br>d. Annual rental rate \$ _____                                                             |
| 15. ATTACH AN OPINION FROM ACCEPTABLE TITLE COUNSEL DESCRIBING THE INTEREST APPLICANT/OPERATOR HAS IN THE SITE AND CERTIFYING THAT THE ESTATE OR INTEREST IS LEGAL AND VALID. There have been no changes since last grant agreement.                                                                                                                                   |
| 16. WHERE APPLICABLE, ATTACH SITE SURVEY, SOIL INVESTIGATION REPORTS AND COPIES OF LAND APPRAISALS.                                                                                                                                                                                                                                                                    |
| 17. WHERE APPLICABLE, ATTACH CERTIFICATION FROM ARCHITECT ON THE FEASIBILITY OF IMPROVING EXISTING SITE TOPOGRAPHY.<br>N/A                                                                                                                                                                                                                                             |
| 18. ATTACH PLOT PLAN.                                                                                                                                                                                                                                                                                                                                                  |
| 19. CONSTRUCTION SCHEDULE ESTIMATES: _____ Not required, <input checked="" type="checkbox"/> Being prepared, _____ Attached as exhibits<br>Percentage of completion of drawings and specifications at application date:<br>Schematics _____ % Preliminary _____ % Final _____ %                                                                                        |
| 20. TARGET DATES FOR:<br>Bid Advertisement _____ Contract Award _____<br>Construction Completion _____ Occupancy _____                                                                                                                                                                                                                                                 |
| 21. DESCRIPTION OF FACILITY: _____ Not required _____ Attached as exhibits<br>Drawings - Attach any drawings which will assist in describing the project.<br>Specifications - Attach copies of completed outline specifications.<br>(If drawings and specifications have not been fully completed, please attach copies of working drawings that have been completed.) |

(Grant Application)  
(Page 4 of 7)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 04-R0209

**PART II - SECTION C**

The Sponsor hereby represents and certifies as follows:

1. **Compatible Land Use.**—The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Chicago O'Hare International Airport Zoning Ordinance  
State of Illinois - City of Chicago Zoning Ordinance  
Cook County Zoning Ordinance

2. **Defaults.**—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

N/A

3. **Possible Disabilities.**—There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

N/A

4. **Land.**—(a) The Sponsor holds the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

See Exhibit "A" as on file with the F.A.A.

\*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

(Grant Application)  
(Page 5 of 7)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 64-R0209

**PART II - SECTION C (Continued)**

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land\* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

5. Exclusive Rights.—There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

---

\*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

(Grant Application)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION  
(Page 6 of 7)

## PART III - BUDGET INFORMATION - CONSTRUCTION

## SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No. .... 20.106
2. Functional or Other Breakout .....

## SECTION B - CALCULATION OF FEDERAL GRANT

| Cost Classification                                      | Use only for revisions |                     | Total Amount Required |
|----------------------------------------------------------|------------------------|---------------------|-----------------------|
|                                                          | Latest Approved Amount | Adjustment + or (-) |                       |
| 1. Administration expense                                | \$                     | \$                  | \$                    |
| 2. Preliminary expense                                   |                        |                     |                       |
| 3. Land, structures, right-of-way                        |                        |                     |                       |
| 4. Architectural engineering basic fees                  |                        |                     | 1,176,000.            |
| 5. Other architectural engineering fees                  |                        |                     |                       |
| 6. Project inspection fees                               |                        |                     | 776,000.              |
| 7. Land development                                      |                        |                     |                       |
| 8. Relocation Expenses                                   |                        |                     |                       |
| 9. Relocation payments to Individuals and Businesses     |                        |                     |                       |
| 10. Demolition and removal                               |                        |                     |                       |
| 11. Construction and project improvement                 |                        |                     | 13,477,567            |
| 12. Equipment                                            |                        |                     | 910,000.              |
| 13. Miscellaneous                                        |                        |                     |                       |
| 14. Total (Lines 1 through 13)                           |                        |                     | 16,339,567.           |
| 15. Estimated Income (if applicable)                     |                        |                     |                       |
| 16. Net Project Amount (Line 14 minus 15)                |                        |                     | 16,339,567.           |
| 17. Less: Ineligible Exclusions                          |                        |                     |                       |
| 18. Add: Contingencies                                   |                        |                     |                       |
| 19. Total Project Amt. (Excluding Rehabilitation Grants) |                        |                     | 16,339,567.           |
| 20. Federal Share requested of Line 19                   |                        |                     | 12,254,675.           |
| 21. Add Rehabilitation Grants Requested (100 Percent)    |                        |                     |                       |
| 22. Total Federal grant requested (Lines 20 & 21)        |                        |                     | 12,254,675.           |
| 23. Grantee share                                        |                        |                     | 4,084,892.            |
| 24. Other shares                                         |                        |                     |                       |
| 25. Total project (Lines 22, 23 & 24)                    | \$                     | \$                  | \$ 16,339,567.        |

(Grant Application)  
(Page 7 of 7)

## DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

## SECTION C - EXCLUSIONS

| Classification | Ineligible for Participation<br>(1) | Excluded from Contingency Provision<br>(2) |
|----------------|-------------------------------------|--------------------------------------------|
| 26.            |                                     |                                            |
| a.             | \$                                  | \$                                         |
| b.             |                                     |                                            |
| c.             |                                     |                                            |
| d.             |                                     |                                            |
| e.             |                                     |                                            |
| f.             |                                     |                                            |
| g. Totals      | \$                                  | \$                                         |

## SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

|                                  |               |
|----------------------------------|---------------|
| 27. Grantee Share                | \$            |
| a. Securities                    |               |
| b. Mortgages                     |               |
| c. Appropriations (By Applicant) | 3,359,829.    |
| d. Bonds                         | 725,000.      |
| e. Tax Levies                    |               |
| f. Non Cash                      |               |
| g. Other (Explain)               |               |
| h. TOTAL - Grantee share         | 4,084,829.    |
| 28. Other Shares                 |               |
| a. State                         |               |
| b. Other                         |               |
| c. Total Other Shares            |               |
| 29. TOTAL                        | \$ 4,084,829. |

## SECTION E - REMARKS

PART IV PROGRAM NARRATIVE (Attach - See Instructions)

(Continued from page 16103)

CHICAGO, July 26, 1988.

*To the President and Members of the City Council:*

Your Committee on Aviation, having had under consideration an ordinance authorizing the execution and submittal of a grant application by the City of Chicago to the Federal Aviation Administration for funding of the purchase of snow removal equipment and rehabilitation of the seawall (Phase 1) for Merrill C. Meigs Field (which was referred on July 13, 1988) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

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

Respectfully submitted,  
(Signed) THOMAS W. CULLERTON,  
*Chairman.*

On motion of Alderman Cullerton, 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, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Aviation on behalf of the City of Chicago is authorized to execute and submit to the Federal Aviation Administration, upon approval as to form and legality by the Corporation Counsel, an application for federal assistance, said application to be substantially in the form as attached.



SECTION 2. That the Mayor of the City of Chicago is authorized in making of said application to commit a local contribution for the aforesaid program amounting to \$175,000.

SECTION 3. That the Mayor of the City of Chicago is hereby authorized to accept for the City of Chicago and the Department of Aviation any grant offer and any subsequent grant amendments which the United States Federal Aviation Administration may authorize pursuant to said application.

SECTION 4. This ordinance shall become effective immediately upon its passage.

[Grant application attached to this ordinance printed on pages  
16113 through 16119 of this Journal.]

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EXECUTION OF GRANT OF EASEMENT AGREEMENT TO  
AID IN MAINTENANCE OF CHICAGO MIDWAY  
AIRPORT APPROACH LIGHT SYSTEM.

The Committee on Aviation submitted the following report:

CHICAGO, July 26, 1988.

*To the President and Members of the City Council:*

Your Committee on Aviation, having had under consideration an ordinance authorizing the Commissioner of Aviation to execute a Grant of Easement Agreement and directing the Comptroller to pay the acquisition price from Fund No. 623-8653-540. Said Agreement is necessary for a continuing right of ingress and egress to operate and maintain Light Station 22 + 26 of the Midway Airport Approach Light System (which was referred on July 13, 1988) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

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

Respectfully submitted,  
(Signed) THOMAS W. CULLERTON,  
*Chairman.*

(Continued on page 16120)

7/29/88

## REPORTS OF COMMITTEES

16113

(Grant Application)  
(Page 1 of 7)

| FEDERAL ASSISTANCE                                                                                                                                                                                                                                                                                                             |  | 2. APPLICANT'S APPLICATION IDENTIFIER                                                                                                                                                                                                                                                                             | 3. STATE APPLICATION IDENTIFIER                   | 4. NUMBER                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|----------------------------|
| 1. TYPE OF SUBMISSION (Mark appropriate box)<br><input type="checkbox"/> NOTICE OF INTENT (OPTIONAL)<br><input type="checkbox"/> PREAPPLICATION<br><input checked="" type="checkbox"/> APPLICATION                                                                                                                             |  | 2. DATE<br>Year month day<br>19 88 06 27                                                                                                                                                                                                                                                                          | 3. DATE ASSIGNED BY STATE<br>Year month day<br>19 | 4. NUMBER<br>3- 17-0029-03 |
| 4. LEGAL APPLICANT/RECIPIENT<br>a. Applicant Name: City of Chicago<br>b. Organization Unit: Department of Aviation<br>c. Street/P.O. Box: 20 N. Clark Street - Room 3000<br>d. City: Chicago<br>e. State: Illinois<br>f. Contact Person (Name & Telephone No.): Jack Delaney 744-4378<br>g. County: Cook<br>h. ZIP Code: 60602 |  | 5. EMPLOYER IDENTIFICATION NUMBER (EIN)<br>a. PRO-GRAM (From CFDA)<br>b. NUMBER: 20-1106<br>c. TITLE: AIP                                                                                                                                                                                                         |                                                   |                            |
| 7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project)<br>Merrill C. Meigs Field<br>Snow Removal Equipment<br>Seawall Rehabilitation - Phase I                                                                                                                          |  | 8. TYPE OF APPLICANT/RECIPIENT<br><input type="checkbox"/> State<br><input type="checkbox"/> County<br><input type="checkbox"/> City<br><input type="checkbox"/> Federal Government<br><input type="checkbox"/> Non-Profit<br><input type="checkbox"/> Other (Specify)                                            |                                                   |                            |
| 9. AREA OF PROJECT IMPACT (Name of cities, counties, states, etc.)<br>Chicago Metropolitan Area                                                                                                                                                                                                                                |  | 10. ESTIMATED NUMBER OF PERSONS BENEFITING<br>11. TYPE OF ASSISTANCE<br><input type="checkbox"/> Direct<br><input type="checkbox"/> Indirect<br><input type="checkbox"/> Other (Specify)                                                                                                                          |                                                   |                            |
| 12. PROPOSED FUNDING<br>a. FEDERAL: \$ 2,520,000.00<br>b. APPLICANT: 175,000.00<br>c. STATE: 105,000.00<br>d. LOCAL: .00<br>e. OTHER: .00<br>f. Total: \$ 2,800,000.00                                                                                                                                                         |  | 13. CONGRESSIONAL DISTRICTS OF:<br>a. APPLICANT: City-Wide<br>b. PROJECT: .00<br>15. PROJECT START DATE: 19 88 07 15<br>16. PROJECT DURATION: Months                                                                                                                                                              |                                                   |                            |
| 14. TYPE OF APPLICATION<br><input type="checkbox"/> New<br><input type="checkbox"/> Extension<br><input type="checkbox"/> Other (Specify)                                                                                                                                                                                      |  | 17. TYPE OF CHANGE (For New or Mod)<br><input type="checkbox"/> Addition<br><input type="checkbox"/> Deletion<br><input type="checkbox"/> Other (Specify)                                                                                                                                                         |                                                   |                            |
| 18. FEDERAL AGENCY TO RECEIVE REQUEST<br>a. ORGANIZATIONAL UNIT (IF APPROPRIATE): F.A.A.<br>b. ADDRESS: 2300 East Devon Avenue, Des Plaines, Illinois 60018                                                                                                                                                                    |  | 19. ADMINISTRATIVE CONTACT (IF KNOWN): Louis H. Yates<br>20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER                                                                                                                                                                                                         |                                                   |                            |
| 21. REMARKS ADDED<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                       |  | 22. THE APPLICANT CERTIFIES THAT:<br>To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved. |                                                   |                            |
| 23. CERTIFYING REPRESENTATIVE<br>a. TYPED NAME AND TITLE: Howard Stanback, PhD, Acting Commissioner of Aviation<br>b. SIGNATURE: [Signature]                                                                                                                                                                                   |  | 24. YES, THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE<br>25. NO, PROGRAM IS NOT COVERED BY E.O. 12372 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW                                                                  |                                                   |                            |
| 26. APPLICATION RECEIVED 19                                                                                                                                                                                                                                                                                                    |  | 27. FEDERAL APPLICATION IDENTIFICATION NUMBER: 3- 17-0029-03                                                                                                                                                                                                                                                      |                                                   |                            |
| 28. ACTION TAKEN<br><input type="checkbox"/> a. AWARDED<br><input type="checkbox"/> b. REJECTED<br><input type="checkbox"/> c. RETURNED FOR AMENDMENT<br><input type="checkbox"/> d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE<br><input type="checkbox"/> e. DEFERRED<br><input type="checkbox"/> f. WITHDRAWN |  | 29. FUNDING<br>a. FEDERAL: \$ .00<br>b. APPLICANT: .00<br>c. STATE: .00<br>d. LOCAL: .00<br>e. OTHER: .00<br>f. TOTAL: \$ .00                                                                                                                                                                                     |                                                   |                            |
| 30. ACTION DATE: 19                                                                                                                                                                                                                                                                                                            |  | 31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)                                                                                                                                                                                                                                                |                                                   |                            |
| 32. STARTING DATE: 19                                                                                                                                                                                                                                                                                                          |  | 33. ENDING DATE: 19                                                                                                                                                                                                                                                                                               |                                                   |                            |
| 34. REMARKS ADDED<br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                  |  | 35. REMARKS ADDED<br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                     |                                                   |                            |

## (Grant Application)

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DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

## PART II

PROJECT APPROVAL INFORMATION  
SECTION AItem 1.Does this assistance request require State, local,  
regional, or other priority rating?\_\_\_\_ Yes X No

Name of Governing Body \_\_\_\_\_

Priority Rating \_\_\_\_\_

Item 2.Does this assistance request require State, or local  
advisory, educational or health clearances?\_\_\_\_ Yes X No (Attach Documentation)Name of Agency or  
Board \_\_\_\_\_Item 3.Does this assistance request require clearinghouse review (Attach Comments)  
in accordance with OMB Circular A-95?X Yes \_\_\_\_ NoItem 4.Does this assistance request require State, local,  
regional or other planning approval?\_\_\_\_ Yes X No

Name of Approving Agency \_\_\_\_\_

Date \_\_\_\_\_

Item 5.Is the proposed project covered by an approved  
comprehensive plan?\_\_\_\_ Yes X NoCheck one: State ☐Local ☐Regional ☐

Location of plan \_\_\_\_\_

Item 6.Will the assistance requested serve a Federal  
installation?\_\_\_\_ Yes X No

Name of Federal Installation \_\_\_\_\_

Federal Population benefiting from Project \_\_\_\_\_

Item 7.Will the assistance requested be on Federal land  
or installation?\_\_\_\_ Yes X No

Name of Federal Installation \_\_\_\_\_

Location of Federal Land \_\_\_\_\_

Percent of Project \_\_\_\_\_

Item 8.Will the assistance requested have an impact or effect  
on the environment?\_\_\_\_ Yes X NoSee instruction for additional information to be  
provided.Item 9.Will the assistance requested cause the displacement of  
individuals families, businesses, or farms?\_\_\_\_ Yes X No

Number of:

Individuals \_\_\_\_\_

Families \_\_\_\_\_

Businesses \_\_\_\_\_

Farms \_\_\_\_\_

Item 10.Is there other related Federal assistance on this  
project previous, pending, or anticipated?\_\_\_\_ Yes X NoSee instructions for additional information to be  
provided.

(Grant Application)  
(Page 3 of 7)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

## PART II - SECTION B

|                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11. SITES AND IMPROVEMENTS: <input checked="" type="checkbox"/> Not required. <input type="checkbox"/> Attached as exhibits<br>Applicant intends to acquire the site through:<br><input type="checkbox"/> Eminent domain, <input checked="" type="checkbox"/> Negotiated purchase, OR <input checked="" type="checkbox"/> Other means (specify) new lease agreement                                             |
| 12. TITLE OR OTHER INTEREST IN THE SITE IS OR WILL BE VESTED IN:<br><input type="checkbox"/> Applicant, <input type="checkbox"/> Agency or institution operating the facility, <input checked="" type="checkbox"/> Other (specify) Chicago Park District                                                                                                                                                        |
| 13. INDICATE WHETHER APPLICANT OPERATOR HAS:<br><input type="checkbox"/> Fee simple title, <input checked="" type="checkbox"/> Leasehold interest, <input type="checkbox"/> Other (specify)                                                                                                                                                                                                                     |
| 14. IF APPLICANT OPERATOR HAS LEASEHOLD INTEREST, GIVE THE FOLLOWING INFORMATION:<br>a. Length of lease or other estate interest <u>50 yr.</u> , and number of years to run <u>8</u><br>b. Is lease renewable? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>c. Current appraised value of land \$ <u>                    </u><br>d. Annual rental rate \$ <u>                    </u> |
| 15. ATTACH AN OPINION FROM ACCEPTABLE TITLE COUNSEL DESCRIBING THE INTEREST APPLICANT OPERATOR HAS IN THE SITE AND CERTIFYING THAT THE ESTATE OR INTEREST IS LEGAL AND VALID.                                                                                                                                                                                                                                   |
| 16. WHERE APPLICABLE, ATTACH SITE SURVEY, SOIL INVESTIGATION REPORTS AND COPIES OF LAND APPRAISALS.                                                                                                                                                                                                                                                                                                             |
| 17. WHERE APPLICABLE, ATTACH CERTIFICATION FROM ARCHITECT ON THE FEASIBILITY OF IMPROVING EXISTING SITE TOPOGRAPHY.                                                                                                                                                                                                                                                                                             |
| 18. ATTACH PLOT PLAN.                                                                                                                                                                                                                                                                                                                                                                                           |
| 19. CONSTRUCTION SCHEDULE ESTIMATES: <input type="checkbox"/> Not required, <input type="checkbox"/> Being prepared, <input type="checkbox"/> Attached as exhibits<br>Percentage of completion of drawings and specifications at application date:<br>Schematics <input type="checkbox"/> % Preliminary <input type="checkbox"/> % Final <input type="checkbox"/> %                                             |
| 20. TARGET DATES FOR:<br>Bid Advertisement <u>                                    </u> Contract Award <u>                                    </u><br>Construction Completion <u>                                    </u> Occupancy <u>                                    </u>                                                                                                                                  |
| 21. DESCRIPTION OF FACILITY: <input type="checkbox"/> Not required <input type="checkbox"/> Attached as exhibits<br>Drawings - Attach any drawings which will assist in describing the project.<br>Specifications - Attach copies of completed outline specifications.<br>(If drawings and specifications have not been fully completed, please attach copies or working drawings that have been completed.)    |

(Grant Application)  
(Page 4 of 7)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use.—The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

2. Defaults.—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

N/A

3. Possible Disabilities.—There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

N/A

4. Land.—(a) The Sponsor holds the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

\*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

(Grant Application)  
(Page 5 of 7)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

**PART II - SECTION C (Continued)**

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land\* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

5. Exclusive Rights.—There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

---

\*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

(Grant Application)  
(Page 6 of 7)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No. . . . . 20.106

2. Functional or Other Breakout . . . . .

SECTION B - CALCULATION OF FEDERAL GRANT

| Cost Classification                                      | Use only for revisions |                     | Total Amount Required |
|----------------------------------------------------------|------------------------|---------------------|-----------------------|
|                                                          | Latest Approved Amount | Adjustment + or (-) |                       |
| 1. Administration expense                                | \$                     | \$                  | \$                    |
| 2. Preliminary expense                                   |                        |                     |                       |
| 3. Land, structures, right-of-way                        |                        |                     |                       |
| 4. Architectural engineering basic fees                  |                        |                     |                       |
| 5. Other architectural engineering fees                  |                        |                     |                       |
| 6. Project inspection fees DPW                           |                        |                     | 170,000.              |
| 7. Land development                                      |                        |                     |                       |
| 8. Relocation Expenses                                   |                        |                     |                       |
| 9. Relocation payments to individuals and businesses     |                        |                     |                       |
| 10. Demolition and removal                               |                        |                     |                       |
| 11. Construction and project improvement                 |                        |                     | 1,930,000.            |
| 12. Equipment                                            |                        |                     | 700,000.              |
| 13. Miscellaneous                                        |                        |                     |                       |
| 14. Total (Lines 1 through 13)                           |                        |                     | 2,800,000.            |
| 15. Estimated Income (if applicable)                     |                        |                     |                       |
| 16. Net Project Amount (Line 14 minus 15)                |                        |                     | 2,800,000.            |
| 17. Less: Ineligible Exclusions                          |                        |                     |                       |
| 18. Add: Contingencies                                   |                        |                     |                       |
| 19. Total Project Amt. (Excluding Rehabilitation Grants) |                        |                     | 2,800,000.            |
| 20. Federal Share requested of Line 19                   |                        |                     | 2,520,000.            |
| 21. Add Rehabilitation Grants Requested (100 Percent)    |                        |                     |                       |
| 22. Total Federal grant requested (Lines 20 & 21)        |                        |                     | 2,520,000.            |
| 23. Grantee share                                        |                        |                     | 175,000.              |
| 24. Other shares                                         |                        |                     | 105,000.              |
| 25. Total project (Lines 22, 23 & 24)                    | \$                     | \$                  | \$ 2,800,000.         |

(Grant Application)  
(Page 7 of 7)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

## SECTION C - EXCLUSIONS

| Classification | Ineligible for Participation<br>(1) | Excluded from Contingency Provision<br>(2) |
|----------------|-------------------------------------|--------------------------------------------|
| 26             |                                     |                                            |
| a.             | \$                                  | \$                                         |
| b.             |                                     |                                            |
| c.             |                                     |                                            |
| d.             |                                     |                                            |
| e.             |                                     |                                            |
| f.             |                                     |                                            |
| g. Totals      | \$                                  | \$                                         |

## SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

|                                  |             |
|----------------------------------|-------------|
| 27. Grantee Share                | \$          |
| a. Securities                    |             |
| b. Mortgages                     |             |
| c. Appropriations (By Applicant) | 175,000.    |
| d. Bonds                         |             |
| e. Tax Levies                    |             |
| f. Non Cash                      |             |
| g. Other (Explain)               |             |
| h. TOTAL - Grantee share         | 175,000.    |
| 28. Other Shares                 |             |
| a. State                         | 105,000.    |
| b. Other                         |             |
| c. Total Other Shares            |             |
| 29. TOTAL                        | \$ 280,000. |

## SECTION E - REMARKS

PART IV PROGRAM NARRATIVE (Attach - See Instructions)



(Continued from page 16112)

On motion of Alderman Cullerton, 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, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, By ordinance dated May 30, 1984, Council Journal of Proceedings page 6843, the City Council of the City of Chicago approved the acquisition of easements for the operation of light stations as part of the Midway Airport Approach System over and under a portion of the following legally described premises:

Lot 36 (Except The South 200 Feet Thereof) In Subdivision By The Executor Of Thomas Suffern Of That Part Of The Southeast 1/4 Of Section 8, Township 38 North, Range 13 East Of The Third Principal Meridian, In Cook County, Illinois

;and

WHEREAS, The property owner has accepted the amount of the City of Chicago's offer; and

WHEREAS, The Federal Aviation Authority will pay 90% of the cost of acquisition; now, therefore,

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

SECTION 1. The Grant of Easement for the acquisition of the easement for Light Station 22+26 and Underground Cable pertaining thereto substantially in the form attached hereto, is hereby approved.

SECTION 2. The acquisition price of Seven Thousand Five Hundred Dollars (\$7,500.00) is hereby approved.

SECTION 3. The Commissioner of Aviation is authorized and directed to execute said easement agreement and is further directed to record said instrument upon payment of the purchase price.

SECTION 4. The City Comptroller is hereby directed and ordered to pay the said acquisition price from Fund No. 623-8653-540 to the named grantor.

SECTION 5. This ordinance shall be in full force and effect by and from the date of its passage.

Grant of Easement attached to this ordinance reads as follows:

*Grant Of Easement.*

This Indenture made this \_\_\_\_\_ day of \_\_\_\_\_, 1988, between Bridgeview Bank & Trust Company as Trustee under Trust Agreement dated December 3, 1981 and known as Trust Number 1-1112, 7940 South Harlem Avenue, Bridgeview, Illinois 60455, hereinafter referred to as the Grantor and the City of Chicago, a municipal corporation of the State of Illinois, 121 North LaSalle Street, Chicago, Illinois, hereinafter referred to as the Grantee.

*Witnesseth:*

That the Grantors, for and in consideration of Seven Thousand Five Hundred Dollars (\$7,500.00) and in further consideration of Grantee keeping and performing the covenants and conditions hereinafter stated, does hereby grant unto Grantee, its successors and assigns, perpetual easements as, hereafter described land, which Grantor owns in fee simple, legally described as follows:

Lot 36 (Except The South 200 Feet Thereof) In Subdivision By The Executor Of Thomas Suffern Of That Part Of The South East 1/4 Of Section 8, Township 38 North, Range 13 East Of The Third Principal Meridian, In Cook County, Illinois;

which has been designated as Parcel 8 by the Federal Aviation Authority, lying within the approach area of the Runway 13R-31L of Chicago Midway Airport, for the purpose of establishing a Runway Approach Light System including light poles and cables, hereinafter referred to as the Light System; said easement granted hereby is described as follows:

## Parcel Number 8

## Light Station 22 + 26

Beginning at the Northwest corner of Lot 3, as shown on Document No. 5641925, recorded May 26, 1915; thence on a bearing of N 80°00'00" E, and on the Southerly right of way line of South Archer Avenue a distance of 162.96 feet; thence on a bearing of S 0°09'30" W and parallel to the Easterly property line of said Lot 36 a distance of 66.15 feet to center of light. Thence north 45 degrees 00 minutes 00 seconds west a distance 18.0 feet to the place of beginning; thence north 45 degrees 00 minutes 00 seconds east a distance of 180 feet; thence south 45 degrees 00 minutes 00 seconds east a distance of 20.0 feet; thence south 45 degrees 00 minutes 00 seconds west a distance of 20.0 feet; thence north 45 degrees 00 minutes 00 seconds west a distance of 20.0 feet; thence north 45 degrees 00 minutes 00 seconds east a distance of 2.0 feet to the place of beginning. And continuing upwards a distance of 45 feet, and a permanent denial easement, 10 feet wide, running from the center of above described light pole on a bearing of 45°00'00" E to light station 21 + 00 and N. 45°00'00" W to light station 23 + 15 (subject to adjustment by survey).

1. For the use and benefit of the public, the right to establish, install, construct, use, maintain, replace, alter, repair and operate as part of said Light System, light station 22 + 26 and cable to Runway 13R-31L of said Midway Airport, together with the right of flight and other such incidence of flight as may be inherent in the operation of aircraft over said easement taking off from, landing at or operating on said Midway Airport.

2. Grantor, its heirs, successors and assigns agree and covenant that it shall not hereafter erect, or permit the erection of any structure or growth of any tree or other object so as to interfere with the operation or maintenance of said Light System.

3. Grantee shall have the continuing and perpetual right to enter upon the land of Grantor in the general vicinity of said easement and remove, raze or destroy those portions of structures or objects, or to cut and remove trees, bushes, shrubs or other growth that encroaches and interfere with the operation and maintenance of said Light System.

4. Grantee shall have the continuing and perpetual right of ingress and egress for the above purposes and to maintain, replace, alter and repair said Light System and underground cable.

5. Grantee shall restore and return Grantors' surrounding property to its original condition if said property is damaged or disturbed by the Grantee's establishment, installation, construction, use, maintenance, alteration, replacement, repair, operation, and removal of said Light System and cable.

6. Grantee shall at its own costs remove said Light System within 30 days of abandonment of said system. Notice of abandonment shall be given by Grantee to Grantor 30 days prior to said abandonment.

7. Grantee also covenants and agrees to indemnify, defend and save harmless Grantor from and against all cost and expense arising from, or in connection with any and all losses, damages, detriments, suits, claims, demands, costs and charges which Grantor may directly or indirectly suffer, sustain, or be subjected to by reasons of the establishment, installation, construction, use, maintenance, replacement, alteration, repair, operation, or removal of the Light System and underground cable on, under, over, or from the property of Grantor, whether such damage be suffered or sustained by Grantor directly, or by its employees, patrons, or licensees, or other persons or entities, including Grantee its employees and agents, who may seek to hold Grantor liable therefor, except when proved by Grantee to be due directly to the negligence of Grantor.

8. The legal description and plat of Light Station 22+26 and cable, are delineated in Exhibit "A" attached hereto and made a part hereof.

9. The City hereby reserves the right to transfer its authority to establish, install, construct, use, maintain, repair, replace and operate said Light System to the Federal Aviation Authority or any other state, regional, or local agency or commission in existence or subsequently created and established which assumes operation, control, and/or jurisdiction over Chicago Midway Airport.

10. This agreement is conditioned upon the acceptance and approval of the City Council of the City of Chicago.

11. All notices required to be given under this agreement shall be directed, in writing, to Bridgeview Bank & Trust Company, as Trustee under Trust Number 1- 1112, 7940 South Harlem Avenue, Bridgeview, Illinois 60455.

12. This agreement shall be executed in triplicate, each of which is to be deemed an original.

13. Grantee shall have and hold said easement and all rights appertaining thereto in perpetuity until said Chicago Midway Airport shall be abandoned and shall cease to be used for public purposes.

14. It is understood and agreed that these covenants and agreements shall run with the land and shall be binding upon the heirs, administrators, executors and assigns of the Grantor.

In Witness Whereof, the Grantor has hereunto set its hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

[Signature forms omitted for printing purposes.]

STATE OF ILLINOIS    )  
                              ) SS:  
COUNTY OF COOK     )

I, \_\_\_\_\_, a notary public in and from the County of Cook, State of Illinois, hereby certify that \_\_\_\_\_ personally known to me signed this instrument before me as a free and voluntary act.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_

EXECUTION OF CARGO BUILDING AND SITE AGREEMENT WITH  
TRANS WORLD AIRLINES, INCORPORATED FOR PREMISES  
AT CHICAGO O'HARE INTERNATIONAL  
AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 26, 1988.

*To the President and Members of the City Council:*

Your Committee on Aviation having had under consideration an ordinance authorizing a Cargo Building and Site Agreement with Trans World Airlines, Inc. (which was referred on July 13, 1988) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

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

Respectfully submitted,  
(Signed) THOMAS W. CULLERTON,  
*Chairman.*

On motion of Alderman Cullerton, 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, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago a Cargo Building and Site Agreement with Trans World Airlines, Inc., for certain premises at Chicago O'Hare International Airport, said agreement to be substantially in the form attached.

SECTION 2. That the prior agreement between the City of Chicago and Trans World Airlines, Inc., as amended, covering these same premises at Chicago O'Hare International Airport, as authorized by the City Council under date of March 25, 1964, (C.J.P. pp. 2363--2369) is terminated by the mutual consent of the parties thereto pursuant to Section 16.03 of the replacement agreement, the execution of which is authorized in Section 1 of this ordinance.

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

Cargo Building Lease Agreement attached to this ordinance reads as follows:

*Cargo Building Lease.*

This Lease is made and entered into as of the 31st day of May, 1988, by and between the City of Chicago, a municipal corporation and home rule unit existing under the laws of the State of Illinois ("City"), and Trans World Airlines, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware ("Airline").

*Witnesseth:*

Whereas, City owns and operates the airport known as Chicago-O'Hare International Airport (the "Airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto; and

Whereas, City and Airline have executed the Amended and Restated Airport Use Agreement and Terminal Facilities Lease (the "Airport Use Agreement") having an effective date of May 12, 1983; and

Whereas, Airline is or wishes to become engaged in the business of air transportation of freight and cargo at the Airport and desires to lease for such purposes certain premises and facilities at the Airport and to obtain certain rights and privileges with respect thereto; and

Whereas, City is willing to lease to Airline such premises and facilities, and to grant to Airline such rights and privileges, upon the terms and conditions hereinafter provided;

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

*Article I.*

1.01 Lease of Premises. City hereby leases to Airline, and Airline does hereby lease from City, the premises owned by the City of Chicago (hereinafter referred to as the "Demised Premises") shown as outlined on Exhibit "A" attached hereto, together with the facilities, rights and privileges hereinafter described, subject only to a reservation of easement rights for the maintenance and replacement, if necessary, of such public utilities as may traverse the demised premises, and subject to certain options herein described.

The Demised Premises consists of building, aircraft apron, roadway and parking facilities with an area of 375,760 square feet.

1.02 Operation of Demised Premises. Airline or its sublessees or assigns is hereby granted the exclusive use of the Demised Premises, subject to the terms and provisions hereof, certain options herein described, and rules and regulations promulgated by City in accordance with Article VI hereof, for any and all purposes reasonably necessary or convenient in connection with the conduct by Airline of the business of air transportation of freight and cargo, including, without limitation, the following:

- (a) the receiving, delivering, dispatching, processing, handling and storing of air cargo, mail and other property; and

- (b) the loading and unloading upon the Demised Premises of property, cargo and mail upon or from aircraft by such means as may be necessary or convenient; and
- (c) the loading, unloading and parking of automobiles and trucks relating to its freight and cargo operations; and
- (d) the maintenance and operation of buildings, facilities and equipment, including satellite and telecommunication equipment, and the carrying on of activities reasonably necessary or convenient in connection with its freight and cargo operations; and
- (e) taxiing, parking, storing, maintaining, conditioning and repairing (to the extent such are considered routine ramp servicing) of aircraft and equipment including flight kitchen equipment; and
- (f) the unloading of passengers in commercial or retail flights when traffic at the Airport prevents the unloading of such passengers at a terminal. All passengers unloaded pursuant to this provision must be shuttled to a terminal area for processing. In no event shall this provision be interpreted as allowing retail passenger operations other than the incidental unloading of passengers in emergency situations; and
- (g) the receiving, dispatching, handling and storing of property for use by Airline in its operations at the Airport; and
- (h) the operation of a commissary by Airline for its own use.

Nothing in this Lease shall be deemed to permit the conduct by Airline or its sublessees of any cargo and freight business other than the operation of an air transportation business, and such business shall not include the transportation of commercial or retail passengers to and from the Demised Premises except as provided above.

Airline may use the Demised Premises for uses other than those specified in this section only upon the written approval of the Commissioner of Aviation. The grant of such approval shall be in the sole discretion of the Commissioner of Aviation who may establish appropriate conditions for such approval.

1.03 Ingress and Egress; Right to Connect Utilities. Subject to rules and regulations promulgated by City in accordance with Article VI hereof, Airline, its sublessees or assigns, shall have the right and privilege of ingress to and egress from the Demised Premises for its employees, agents, guests, patrons and invitees, its or their suppliers of materials and furnishers of service, and its or their aircraft, equipment, vehicles, machinery and other property. Except as otherwise specifically provided in this Lease, no charges, fees or tolls of any nature, direct or indirect, shall be imposed by City upon Airline, its employees, agents, guests, patrons and invitees, or its or their suppliers of materials and furnishers of service, for (i) such right of ingress and egress, (ii) the privilege of purchasing, selling or using for a purpose herein permitted any materials or services purchased or



otherwise obtained by Airline, (iii) transporting, loading, unloading or handling property, cargo, or mail in connection with Airline's business, or (iv) exercising any right or privilege granted by City hereunder. The foregoing shall not preclude City or its concessionaires from making and collecting a charge for the use of public automobile parking areas or sight-seeing facilities, or for the use of ground transportation to, from or within the Airport furnished by City or its concessionaires, or for the furnishing or sale by City or its concessionaires to the public at the Airport of services, insurance, food and merchandise, or preclude City from imposing any sales, occupation or other taxes, or permit or license fees. Notwithstanding the foregoing, nothing in this Section 1.03 shall be deemed to permit or preclude City from levying a passenger facility charge or other similar tax at the Airport. Nothing herein shall preclude Airline from contesting such charge or tax if enacted or promulgated by City. Airline shall have the right to purchase or otherwise obtain property and services of any nature from any suppliers of its choice.

Airline shall not block or otherwise obstruct common use taxi lanes or access roads with aircraft or groundside vehicles, respectively, at any time nor in any manner which will impair or adversely affect any other airline tenant from using or operating on said taxi lanes or access road areas.

#### 1.04 Sublease And Assignment Of Demised Premises.

(a) Airline may sublet or assign the Demised Premises, in whole or in part, to another person in the business of air transportation of freight and cargo or enter into freight handling agreements, subject, however, to each of the following conditions:

(i) No sublease, assignment or agreement shall relieve Airline from primary liability for any of its obligations hereunder, and Airline shall continue to remain primarily liable for payment of rent hereunder and for the payment, performance and observance of its other obligations and agreements herein provided unless said sublease, assignment or agreement involves all of the Demised Premises and such release of primary liability is approved by the City Council of City; and

(ii) Any sublease, assignment or agreement for less than all of the Demised Premises shall be subject to the prior written approval of the Commissioner, which approval shall not be unreasonably withheld; and any sublease or assignment of all of the Demised Premises (other than an assignment made to a surviving, resulting or transferee corporation) shall be subject to the prior approval of the City Council of City. In no event shall approval of any sublease, assignment, or agreement, be deemed to constitute a waiver or restriction on the right to disapprove or deny consent to any additional or subsequent sublease, assignment or agreement.

(b) Any sublease or assignment under this section, except a sublease or assignment to a subsidiary, parent corporation, subsidiary of a parent corporation or a sublease under Sections 16.04 or 16.05 of this agreement shall increase the rental payable to City under Section 3.01 to \$.45 per square foot for the pro rata share of the Demised Premises subject to such sublease or assignment.

(c) Within thirty (30) days following the execution and delivery thereof, Airline shall furnish City with a copy of each sublease, assignment or agreement entered into by Airline pursuant to this Section 1.04.

*Article II.*

2.01 Term. The term of this Lease shall be for a period of thirty (30) years commencing upon the date of execution by the Airline and terminating on May 11, 2018, unless sooner terminated in accordance with the provisions set forth herein.

*Article III.*

3.01 Rent.

(a) At such time and in such manner as set forth in subsection (b), Airline shall pay City rent as follows:

\$ .0459 per square foot per year for the area composing the Demised Premises.

(b) Rent shall begin accruing hereunder upon the date of execution by the Airline. From and after the time rent begins so accruing, Airline shall pay City, not later than the first day of each month, the rent due for such month, all such rent shall be paid to the Comptroller of the City of Chicago at his office in City Hall, Chicago, Illinois or such other place as may be designated. Rent for the first and last months of this Lease shall be prorated, if necessary.

3.02 Operation and Maintenance Expense. There is hereby created an Operation and Maintenance Fund to cover the costs and expenses incurred by the City in operating and maintaining the Common Areas of the Cargo Area. For purposes of this section 3.02, "Cargo Area" shall mean the portion of the Airport defined as such on Exhibit "B" entitled "Cargo Area Layout Plan" attached hereto and herein incorporated.

Thirty (30) days prior to the first rental payment due from relocating airlines in the Southwest Cargo Area and not later than seventy (70) days prior to the end of each fiscal year thereafter, City shall furnish Airline with a projection of the O. & M. expenses for the Cargo Area for the next ensuing fiscal year. On the first date that rental is due under this agreement, and on each date that rental is due thereafter, Airline shall pay to City for deposit into the Operation and Maintenance Fund an amount equal to one-twelfth (1/12) of the Airline's pro rata share of the projected O. & M. expenses for the fiscal year. Airline's pro rata share shall be determined by a percentage in which the total square footage leased

to Airline pursuant to section 3.01(a) is the numerator and the total square footage of the Cargo Area is the denominator.

Not later than the one hundred ninetieth (190th) day of each fiscal year, City shall furnish Airline with a revised projection of O. & M. expenses in the Cargo Area which shall reflect the most recently available information with regard to the amounts actually incurred as O. & M. expenses in the Cargo Area. If the revised projection forecasts expenses that would result in an overpayment or underpayment by Airline of five percent (5%) or more of the amount needed for such O. & M. expenses, payments under this section shall be adjusted to conform to the revised projection. In no event shall the O. & M. charge under this section, as so adjusted, be less than zero. Any surplus in the O. & M. Fund at the end of the fiscal year shall be carried over in the Operation and Maintenance Fund to cover costs which may be incurred by the City in the repair, replacement or reconstruction of those capital facilities provided to the common areas of the Cargo Area, including, but not limited to, sewer and water line repairs or replacements, apron repavement or replacement, right of way improvements or replacements (including costs of right of way expansion or relocation).

The payment by Airline to City, and the acceptance by City from Airline, of any amount hereunder shall not preclude either Airline or City from questioning, within a period of six months from the date of receipt by Airline of the Final Audit, the accuracy of any statement on the basis of which such payment was made, or preclude City from making, within such period, any claim against Airline for any additional amount payable by Airline hereunder.

**3.03 Deficiency Assessments.** In the event that the costs incurred by the City in the repair, replacement or reconstruction of those capital facilities provided to the common areas of the Cargo Area site is \$75,000 or less per project, Airline shall pay, by means of a deficiency assessment, its pro rata share of the costs incurred not funded from the O. & M. Fund. Airlines pro rata share shall be determined by multiplying the amount of those costs incurred, or anticipated to be incurred and not funded from the O. & M. Fund by a fraction of which the total square footage leased by the Airline for cargo facilities is the numerator and the total square footage of all land leased in the Cargo Area is the denominator.

At any time during the term hereof, Airline may notify the Commissioner of any objections to the O. & M. charges. At the request of any Airline, the Commissioner shall meet with such Airline regarding such objection. City shall make all reasonable efforts to perform such project at the lowest possible cost consistent with its responsibility as a prudent airport operator. In the event that the costs to be incurred by the City in the repair, reconstruction or replacement of any capital projects in the common areas of the Cargo Area equal \$75,000 or less City shall, at least thirty (30) days prior to making any expenditure, give written notice to Airline. Capital projects shall be defined as a) those projects which do not require immediate, emergency corrective action within a twenty-four (24) hour period and b) are defined in accordance with generally accepted accounting principles as may be re-defined from time-to-time by City's public accounting firm. Such notice shall include (i) an estimate of (1) the cost of such project, (2) the construction scheduled, description and justification for such project, (ii) the manner of payment and estimated payments required as a result thereof, (iii) the proposed allocation of such expenses within the Cargo Area portion of the Land Support Area cost center, and (iv) the projected impact of such costs on Airport fees and charges, all in sufficient detail to enable

the Airline to make informed comments thereon. Airline may submit to City written comments on such expenditures, and may request a meeting with the City, within twenty (20) days following receipt of such notice by Airline, and City shall give due consideration to any such comments filed in a timely manner by Airline. Upon a request by a Majority-In-Interest (which is herein defined as fifty-one percent (51%) of all airlines having executed an Airport Use Agreement and leasing cargo building sites within the Cargo Area as shown on Exhibit B), (hereinafter "Airline Parties"), City shall convene, within ten (10) days, a meeting of the Airline Parties to discuss such capital projects, with City providing due consideration to such Airline Parties' comments.

In the event that the costs to be incurred by the City in the repair, replacement or reconstruction of those capital facilities provided to the common areas of Cargo Area site exceeds \$75,000 per project, the City shall not make any expenditures or issue any obligations to finance the cost thereof for any such repair, replacement or reconstruction project unless and until such project and the financing thereof has been approved by a Majority-In-Interest. At least forty-five (45) days before making any expenditure or issuing any obligations, City shall submit a proposal in writing to the Airline Parties, which proposal shall include an estimate of (a) the cost of such project, (b) the expenses resulting therefrom, (c) the sources and use of funds and the terms of any financing, if any, (d) the construction schedule, descriptions and justification for any such project, (e) the proposed allocation of any costs along and within any Airport Cost-Revenue Centers and (f) the detail to enable the Airline Parties comprising the Majority-In-Interest to make an informed judgment on the appropriateness of such project and financing. A project and financing shall be deemed to be approved if (i) a Majority-In-Interest approves it pursuant to a certificate issued by the Airline's Representative as defined in the Airport Use Agreement or (ii) City is not notified in writing of Majority-In-Interest disapproval within thirty (30) days of the submission of such proposal by City.

3.04 Taxes. Airline shall be responsible for payment of all taxes levied against the Demised Premises. All such taxes shall be paid directly by the Airline to the appropriate taxing agency. Airline shall provide the Commissioner with copies of all notices relating to such taxes within thirty (30) days of receipt and shall, within five days of payment, provide the Commissioner with a receipt indicating payment of such taxes. Nothing herein shall preclude Airline from contesting such charge or tax if enacted or promulgated by City.

3.05 Utilities. Airline shall be responsible for payment of all costs of water, electricity, natural gas, telephone service and all other utility services for the Demised Premises whether furnished by City or purchased by City on behalf of Airline or furnished by independent contractors.

#### *Article IV.*

##### **4.01 Maintenance, Replacement And Repair.**

(a) Airline shall be responsible for and shall perform or cause to be performed, maintenance and repair of the Demised Premises and shall clean and keep clear of debris the Demised Premises. Airline shall, at all times at the Demised Premises:

( i) Keep all fixtures, equipment and personal property in a clean and orderly condition and appearance;

( ii) Maintain the same in good condition (reasonable wear and tear excepted) and perform all ordinary repairs and inside painting, such repairs and painting by Airline to be of a quality and class not inferior to the original material and workmanship;

(iii) Control all of its vehicular traffic in the Airport, take all precautions reasonably necessary to promote the safety of its passengers, customers, business visitors and other persons, and employ such means as may be necessary to direct the movements of its vehicular traffic; and

(iv) Either directly or through an independent contractor (which independent contractor shall obtain a City permit, the issuance of which shall not be unreasonably withheld), dispose of its garbage, debris and other waste materials (including snow and ice).

(b) If the performance of any of the foregoing maintenance, repair, replacement or painting obligations of Airline requires work to be performed near an active taxiway or runway or where safety of Airport operations might be involved, Airline shall post guards or erect barriers or other safeguards, approved by the Commissioner, at such locations.

4.02 Signs. Any advertising signs installed by Airline on the Demised Premises shall be limited to those which advertise the air transportation business of the lessee or its assigns or sublessees. The number, general type, size, design and location of such signs shall be subject to the prior approval of the Commissioner of Aviation whose approval shall not be unreasonably withheld.

4.03 Lighting. Airline shall install, maintain, and operate such obstruction or warning lights on structures located on the Demised Premises as may from time to time be required to conform to standards prescribed by City and the Federal Aviation Administration or any other governmental agency having jurisdiction over the Demised Premises.

4.04 Covenant Against Liens. Airline shall keep the Demised Premises free and clear of liens which might arise out of any act by Airline; provided however, that Airline may, in good faith, contest the validity of any lien.

4.05 Performance by City Upon Failure of Airline to Maintain. In the event Airline fails to perform for a period of forty-five (45) days after notice from City so to do, any obligation imposed on Airline by this Agreement, City may enter the Demised Premises (without such entering causing or constituting a termination of this Lease or an interference with the possession of said Demised Premises by Airline) and do all things necessary to perform such obligation, charging to Airline the cost and expense thereof. Airline shall pay City such charge when invoiced in addition to any other amounts payable by Airline hereunder; provided, however, that if Airline's failure to perform any such obligation endangers the safety of the public or of employees of City the City may perform such obligation of Airline at any time and Airline shall pay the cost and expense of such performance.

4.06 Inspection. City, by its representatives, shall have the right at any reasonable time, and as often as it considers necessary, to inspect the Demised Premises and direct Airline to make ordinary repairs. City representatives shall notify Airlines' representative on the Demised Premises at the beginning of any inspections.

4.07 Nondisturbance. The operations of Airline and its employees on the Demised Premises shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others at the Airport. Upon request from City to Airline to correct the demeanor, conduct, or appearance of Airline's employees, Airline shall forthwith comply with such request.

#### *Article V.*

5.01 Facilities Furnished by City. City shall deliver the Demised Premises to Airline in "as is" condition. The Demised Premises is provided with taxiways, roadways, water lines, sewer lines, utility lines and drainage ditches constructed by the City. Airline may use such taxiways, roadways, water lines, sewer lines and drainage ditches in common with others; provided, that Airline shall be required to pay to City its established charge for direct metered water supplied by City to Airline through any such water line. Airline shall pay all charges for electricity, natural gas, telephone service and all other utilities furnished to the Demised Premises whether furnished by City, purchased by City or furnished by independent contractor.

5.02 Maintenance and Operation of Airport. City shall operate and maintain, in a manner consistent with that of a reasonably prudent operator of an airport, and keep in good condition and repair, all taxiways, roadways, water lines, sewer lines, drainage ditches, additions, improvements, facilities and equipment now or hereafter provided by City serving the Demised Premises but located outside the Demised Premises, including the removal of snow, ice, vegetation, stones and other foreign matter as reasonably as may be done, from taxiways, connections therefrom, and roadways.

5.03 Exclusive Possession. Subject to the provisions of this Lease, City covenants that so long as Airline performs all of its obligations hereunder, it shall be entitled to and shall have the exclusive possession and enjoyment of the Demised Premises, and the rights and privileges leased to it hereunder.

5.04 Performance by Airline Upon Failure of City to Maintain and Operate. In the event City fails to perform for a period of forty-five (45) days after notice from Airline so to do, any obligation required under Section 5.02 of this Agreement to be performed by City, Airline may perform such obligation of City and bill City for the cost to Airline of such performance, but Airline shall not deduct any such cost from any amounts due hereunder. If City's failure to perform such obligations endangers the safety of Airline's operations at the Airport and Airline so states in its notice to City, Airline may perform such obligations and bill City for Airline's cost of such performance if the City has not commenced performance of its obligations after receipt of such notice.

*Article VI.***6.01 Rules And Regulations.**

(a) Airline shall obey all rules and regulations governing the conduct and operation of the Airport promulgated from time to time by City; provided, however, that such rules and regulations must be neither (i) inconsistent with the reasonable exercise by Airline of any right or privilege granted to it hereunder or under any other agreement between Airline and City relating to the Airport, nor (ii) inconsistent with the rules, regulations, or orders of any federal or state agency having jurisdiction over the Airport. Except in cases of emergency, no such rule or regulation shall be applicable to Airline unless it has been given fifteen (15) days notice of the adoption thereof.

(b) City shall keep Airline supplied with five (5) sets of City's current Airport rules and regulations applicable to Airline.

(c) City shall have no control over the rates, fares or charges that Airline may prescribe in connection with its conduct of Airline's air transportation business.

(d) Nothing herein shall be construed to prevent Airline from contesting in good faith any rule or regulation of the Airport, without being in breach thereof, so long as such contest is diligently commenced and prosecuted by Airline.

*Article VII.*

**7.01 Exercise by City of Governmental Functions.** Nothing contained herein shall impair the right of City, in the exercise of its governmental functions, to require Airline to pay any tax or inspection fee or to procure necessary permits or licenses provided such requirement is not inconsistent with the rights and privileges granted hereunder or under the Airport Use Agreement.

Nothing herein shall be construed to prevent Airline from contesting in good faith any tax or inspection fee so long as such contest is diligently commenced and prosecuted by Airline. Any action contesting such tax or inspection fee shall not relieve Airline of its responsibility to pay such tax or inspection fee.

*Article VIII.*

**8.01 Insurance.** Airline shall maintain, or cause to be maintained, at its own expense, insurance with respect to its property and business against such casualties and contingencies (including but not limited to public liability) in such amounts as are customary in the case of similarly situated persons in the air transportation business.

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

#### 8.02 Insurance Of Demised Premises.

(a) The Demised Premises shall be insured at all times and during the term hereof, under a so-called "fire and extended coverage policy or policies", issued by a responsible insurance company or companies, which policy or policies shall specifically insure against loss or damage by fire, lightning, collision, explosion, strikes, riots, civil commotions, malicious damage, tornado, windstorm or snow damage in the amount of full replacement value. Such insurance policy or policies shall be taken out and maintained by Airline. All such insurance policies shall name City insured and sole beneficiary thereunder, and shall provide that proceeds of such insurance shall be payable to City. Any costs incurred by City under such insurance policies shall be paid by Airline to City at the office of the City Comptroller of City within thirty (30) days after receipt by Airline of a statement therefor.

(b) If the Demised Premises is damaged or destroyed and if any insurance proceeds are payable by reason thereof, Airline or City, as agreed between the parties shall immediately after such damage or destruction cause to be prepared plans, specifications and estimates of cost for repairing, replacing or reconstructing the damaged or destroyed property in accordance with the original design, subject to such modifications thereof as may be approved by Airline and City. City shall be entitled to participate in the preparation of such plans and specifications, and must approve them prior to the commencement of reconstruction. Such insurance proceeds shall be applied, as promptly as practicable, to the repair, replacement or reconstruction of the damaged or destroyed property, in accordance with such plans and specifications.

8.03 Proof of Insurance. Airline shall provide Certificates of Insurance as to all insurance policies required under this article. Said policies shall be delivered to the Commissioner. Airline shall notify the Commissioner twenty-five (25) days in advance of any change in such policies and furnish, within thirty (30) days of receipt of such change from the insurance carrier, copies of such policy change.

### *Article IX.*

9.01 Abatement in the Event of Closing. In the event that the Airport is closed for a period of time in excess of five (5) consecutive days by any order or direction of City or any other governmental authority or agency through no fault of Airline, or by any order or direction of any court of competent jurisdiction not stayed by way of appeal or otherwise, then the rent payable by Airline shall abate for the period of such closing.

#### 9.02 Abatement On Account Of Casualty.



(a) If, due to damage or destruction by fire or other casualty, not due to any fault of Airline, any of the facilities to be furnished by City outside the Demised Premises as provided in Section 5.01 hereof are rendered unusable to such an extent as to substantially impair the ability of Airline to conduct normal operations on the Demised Premises, then the rent payable hereunder by Airline for the Demised Premises shall be paid up to the date of such damage or destruction. Such rent shall thereafter abate in an amount directly proportional to the extent Airline's ability to conduct normal operations on the Demised Premises is impaired by such damage or destruction unless and until City thereafter furnishes adequate temporary substitute facilities and expeditiously restores the facilities so damaged or destroyed, provided, however, that if City fails to repair such damage or destruction so that Airline's ability to conduct normal operations on the Demised Premises is substantially impaired for more than ninety (90) days, then Airline at its option may, by giving to City at least thirty (30) days prior notice, terminate this Lease. City shall not be liable to Airline for damages for City's failure to furnish such temporary substitute facilities or for City's failure expeditiously to restore such facilities.

(b) If, due to damage or destruction by fire or other casualty affecting the Airport, Airline's use of the Airport in its conduct of an air freight transportation business is substantially affected, then, without any prejudice to any right of termination hereunder, Airline shall have the right, upon notice to City, to the abatement of a just proportion of the rent provided herein from the time of such notice until normal operations are permitted.

(c) Should the City determine that such casualty, damage or destruction does not substantially impair the ability of the Airline to conduct normal operations requiring the City to provide substitute facilities or repair of the Demised Premises, or if the City disputes the just proportion of rent to be abated, no rent shall abate and Airline shall pay all rent due hereunder identifying that portion of rent which it disputes and pays under protest and the reasons for such protest. Copies of such protest shall be delivered to the Commissioner and the Corporation Counsel. Within thirty (30) days of receipt of said protested rent, City shall notify Airline of either its acceptance of the protest, in which case such protested amount shall be refunded, or its denial of such protest. If such protest is denied, the City shall retain all protested funds pending a final resolution by a court of competent jurisdiction.

(d) Except as otherwise expressly set forth herein, Airline shall have no right to rent abatement or set-off of any kind.

#### *Article X.*

##### **10.01 Release Of City.**

(a) City shall not be liable to Airline, or to Airline's agents, representatives or employees, for any injury to, or death of, any of them or of any other person or for any damage to any of Airline's property or loss of revenue, caused by any third person in the maintenance, construction, or operation of facilities at the Airport, or caused by any third person using the Airport, or caused by any third person navigating any aircraft on or over the Airport, whether such injury, death, or damage is due to negligence or otherwise.

(b) City shall not be liable to Airline or to Airline's agents, representatives or employees, for any injury to, or death of, any of them or any other person or for any damage to any property of Airline or any loss of revenues to Airline resulting from City's acts or omissions in the maintenance and operation of the Airport except those caused by the gross negligence of the City.

10.02 Regulating the Airport. Except as otherwise expressly set forth herein, City reserves the right to regulate, police, and further develop, improve, reconstruct, modify, or otherwise alter the Airport in City's sole discretion.

10.03 Indemnity.

(a) Airline shall pay, and shall protect, indemnify and save City, its agents, officers and employees, harmless from and against any and all liabilities, losses, damages, costs, and expenses (including attorneys' fees and expenses), causes of action, suits, claims, demands, judgments, awards and settlements including, without limitation, payments of claims or liability resulting from any injury to or death of any person or damage to property, and costs of acquisition of real property as a result of claims described in subsection (i) below, in each case, arising out of the following (except to the extent caused by the gross negligence of City or its agents, officers and employees) and only to the extent City is not reimbursed out of insurance proceeds thereof:

( i) Suits alleging a taking of property or interests in property without just compensation, trespass, nuisance, or similar suits based upon the use of the Airport for the landing and taking-off of aircraft;

( ii) Airline's use or occupancy of the Airport or non-use (if such non-use is contrary to Airline's obligations hereunder) of any premises demised to Airline hereunder;

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

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

(b) City shall promptly notify Airline in writing of any claim or action brought against City in respect of which indemnity may be sought by City against Airline hereunder, setting forth the particulars of such claim or action and shall furnish Airline with a copy of all suit papers and legal process. Airline shall assume and have full responsibility for the defense of settlement thereof, including the employment of counsel, and the payment of all expenses and all settlements or judgments. City shall cooperate fully with Airline in the defense of any case hereunder, and may employ separate counsel in any such action and participate in the defense thereof.

*Article XI.*

11.01 Termination by City. City may terminate this Agreement by giving Airline sixty (60) days advance notice upon or after the happening and during the continuance of any one of the following events:

( i) The filing by Airline of a voluntary petition in bankruptcy. In such event, City shall have the right to file a claim as a creditor and the rent due and to become due under the terms of this Lease shall be accelerated and become due and payable.

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

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

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

( v) The assignment by Airline of its assets for the benefit of its creditors.

( vi) The abandonment by Airline of its conduct of air transportation of cargo and freight at the Airport.

(vii) The default by Airline in the performance of any material covenant or agreement required to be performed by Airline herein and the failure of Airline to remedy such default, or to take prompt action to remedy such default, within a period of forty-five (45) days after receipt from City of notice to remedy the same.

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

*Article XII.*

12.01 Recovery Of Possession By City.

(a) If Airline abandons the Demised Premises, or if this Lease is terminated, Airline's right to the possession of the Demised Premises shall terminate, with or without any further notice or demand whatsoever. In such event, Airline shall surrender possession of the Demised Premises immediately, and City shall have the right to enter into and upon the Demised Premises, or any part thereof, to take possession thereof, as against Airline

and any other person claiming through it, with or without process of law, and to expel and remove Airline and any other person claiming through it who may be occupying the Demised Premises. City may use such force in so expelling and removing Airline and said other person as may reasonably be necessary, and such repossession shall not cause forfeiture of rent due hereunder, nor a waiver of any covenant, agreement or promise herein contained to be performed by Airline.

(b) The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof, by Airline, or the giving or making of any notice of demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of any right hereby given City, or as an election not to proceed under the provisions of this Lease.

### *Article XIII.*

#### **13.01 Termination By Airline.**

(a) Airline may terminate this Lease and any or all of its obligations hereunder if (i) at such time Airline is not in default in the payment of any amount due from it to City and (ii) any one or more of the following events has occurred:

- (1) The failure or refusal of the Federal Aviation Administration to approve all operations into and from the Airport of aircraft of any type operated by Airline and continuance thereof for a period of at least sixty (60) days, so long as such failure or refusal is not due to any fault of Airline.
- (2) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Airline's use of the Airport in its conduct of an air transportation system and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least sixty (60) days.
- (3) The issuance of any order, rule or regulation or the taking of any action by the Federal Aviation Administration or other competent government authority, or the occurrence of any fire or other casualty, substantially affecting, for a period of at least sixty (60) days, Airline's use of the Airport in its conduct of an air transportation business; provided, however, that none of the foregoing shall be due to any fault of Airline.
- (4) The default by City in the performance of any material covenant or agreement required to be performed by City herein or in any other agreement between City and Airline relating to the Airport or any part thereof, and the failure of City to remedy such default, or to take prompt action to remedy such default, within a period of sixty (60) days after receipt from Airline of notice to remedy the same.

- (5) The substantial restriction of City's operation of the Airport by action of any governmental agency or department, and continuance thereof for a period of not less than sixty (60) days, provided such restriction adversely affects Airline's operations at the Airport.

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

Any termination by Airline pursuant to Section 13.01(a) (1), (2), (3) or (5) shall not occur unless the Airline serves upon the Commissioner and Corporation Counsel notice of said termination thirty (30) days prior to such termination together with a statement of how the substantial operations of the Airline have been affected.

#### *Article XIV.*

14.01 Right of Airline to Remove Property. Airline shall be entitled during the term of this Lease, and for a reasonable time (not exceeding forty-five (45) days) after its termination, to remove from the Demised Premises all trade fixtures, tools, machinery, equipment, materials and supplies placed thereon by it pursuant to this Lease, subject to any valid lien City may have thereon for unpaid rent or other amounts payable by Airline to City hereunder or under any other agreement between City and Airline relating to the Airport or any part thereof; provided, however, that Airline shall promptly repair all damage resulting from such removal, reasonable wear and tear excepted.

#### *Article XV.*

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

Airline, for itself, its personal representative, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (a) no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subject to discrimination in the use of said facilities; (b) that no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of improvements on, over, or under such land and the furnishing of services thereon; and (c) that Airline shall use the Demised Premises in compliance with all other requirements imposed by or pursuant to regulations of the United States Department of Transportation.

15.02 Nondiscrimination in Furnishing Services. Airline agrees to furnish services on a fair and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, that Airline may be allowed to make reasonable and nondiscriminatory discounts, rebates, and other similar types of price reductions.

15.03 Affirmative Action.

(a) Airline assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 151, Subpart E, to insure that no person shall on the grounds of race, creed, color, religion, age, sex, or national origin, be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Airline assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Airline assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Airline assures that it will require that its covered suborganizations provide assurances to Airline that they similarly will undertake affirmative action programs and that they will require assurance from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

(b) Airline assures that it will comply with all ordinances and executive orders of the City of Chicago.

*Article XVI.*

16.01 Building Relocation Payment. Airline shall repay to the City the amount of Four Million Twenty-six Thousand Ninety-three and no/100 Dollars (\$4,026,093.00) representing the Building Relocation Payment previously paid to the Airline pursuant to Section 13.01(c) of the 1983 Airport Use Agreement. Such repayment shall be in three annual payments of One Million Three Hundred Forty-two Thousand and no/100 Dollars (\$1,342,000.00) on July 1, 1988, July 1, 1989, and a final payment of One Million Three Hundred Forty-two Thousand Ninety-three and no/100 Dollars (\$1,342,093.00) on July 1, 1990. Such payments shall not be subject to any abatement, proration, or rent reduction provision of this Agreement or the Airport Use Agreement. The repayment herein shall be reduced pro rata to the extent that the Airline enters into the sublease specified in Section 16.04 of this Agreement.

16.02 Use Agreement Waiver. By the execution of this Agreement, Airline waives all rights under the provisions of Section 13.01(c) of the 1983 Airport Use Agreement including all payments for apron replacement.

By the execution of this Agreement the City releases Airline of its obligations pursuant to 13.01(c) of the 1983 Airport Use Agreement.

16.03 Prior Lease. The lease between the City and the Airline dated March 27, 1962 as amended is hereby terminated effective January 1, 1988. It is the intent of the Airline and the City that this agreement will supersede and replace the lease dated March 27, 1962.

16.04 Pan American Sublease.

(a) Airline shall provide, if requested by Pan American World Airlines by October 1, 1988, a sublease, on the same terms and conditions as this Agreement, of not more than 8,928 square feet of building area to Pan American World Airlines for their exclusive use for cargo operations. Said sublease shall be for a term as agreed to by the parties but in no event shall the term of said sublease be more than the term of the leases dated December 29, 1958 and December 19, 1966 currently in effect between Pan American World Airways and the City of Chicago for the use of Joint Cargo Building 2. Pan American World Airlines shall be required, as a condition of their sublease, to pay to Airline a reasonable charge representing their pro rata share of Airline's building maintenance and operating costs for the Demised Premises. Said sublease shall be subject to the approval of the Commissioner under Section 1.04(a)(ii) of this Agreement.

(b) In the event such sublease is consummated with Pan American World Airways, the third and final repayment of the Relocation Payment under Section 16.01 of this Agreement shall be reduced by Four Hundred Sixty-seven Thousand Twenty-seven and no/100 Dollars (\$467,027.00) which represents the pro rata share (11.6%) of the subleased area to the total area of the Demised Premises.

16.05 US Air Sublease. Airline shall provide, if requested by US Air by October 1, 1988, a sublease of not more than 3,276 square feet of building area to US Air for their exclusive use for cargo operations. Said sublease shall be for a term effective July 1, 1988 and equal to that of then existing lease currently in effect at the Airport for cargo facilities dated February 4, 1976 unless US Air requests a sublease for a lesser term. US Air shall be required, as a condition of their sublease, to pay to Airline a reasonable charge representing their share of rental for the use of building and improvements and the operating and building maintenance costs for the Demised Premises. Said sublease shall be subject to the approval of the Commissioner under Section 1.04(a)(ii) of this Agreement.

*Article XVII.*

17.01 Definitions. The following words, terms and phrases, shall, for purposes of this agreement, have the following meaning:

(1) "Abandonment" or "Abandons" means the cessation of the use of the Demised Premises by the airline of all of the uses permitted under this agreement in Section 1.02, other than for reasons of strikes or force majeure, for a period of thirty (30) days.

(2) "Agreement" means this Cargo Building Site Lease, as hereafter amended or supplemented from time to time in accordance with its terms.

(3) "Airline" means, at any time, the lessee of the Demised Premises referenced in Section 1.01.

(4) "Air Transportation of Freight and Cargo" means the carriage by aircraft of property, cargo or mail as a common carrier for compensation or hire in commerce. Air transportation of freight and cargo shall not mean the transportation of persons for compensation by aircraft in commerce.

(5) "Airport" means Chicago-O'Hare International Airport, together with any additions thereto, or improvements or enlargements thereof, hereinafter made, but any land, rights of way, or improvements which are now or hereafter owned by or are part of the transportation system operated by the Chicago Transit Authority, or any successor thereto, wherever located within the boundaries of the Airport, shall not be deemed to be part of the Airport.

(6) "Airport Use Agreement" means the Amended and Restated 1983 Airport Use Agreement and Terminal Facilities Lease.

(7) "City" means the City of Chicago, a municipal corporation, a home rule unit existing under the laws of the State of Illinois.

(8) "Demised Premises" means, at any time, those areas and facilities which are leased to such Airline for its exclusive occupancy and use as defined in Section 1.01.

(9) "Federal Aviation Administration" (sometimes abbreviated as "F.A.A.") means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

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

(11) "Operation and Maintenance Expenses" (sometimes abbreviated as "O. & M. Expenses" means, for any fiscal year, the costs incurred by the City in operating and maintaining the Airport during such fiscal year, either directly or indirectly by allocation to the Airport by City in accordance with the practices and procedures of City historically used under the 1959 Airport Use Agreement and remaining in effect under the 1983 Airport Use Agreement, as amended, including with limitation:

(a) the following costs and expenses incurred by City for employees of City employed at the Airport, or doing work involving the Airport: direct salaries and wages (including overtime pay), together with payments or costs incurred for associated payroll expense, such as union contributions, cash payments to pension funds, retirement funds or unemployment compensation funds, life, health, accident and unemployment insurance premiums, deposits for self-insurance, vacations and holiday pay, and other fringe benefits;

(b) costs of materials, supplies, machinery and equipment and other similar expenses which, under generally accepted accounting principles, are not capitalized;



(c) costs of maintenance, landscaping, decorating, repairs, renewals and alterations not reimbursed by insurance, and which, under generally accepted accounting principles, are not capitalized;

(d) costs of water, electricity, natural gas, telephone service and all other utilities and services whether furnished by City or purchased by City and furnished by independent contractors at or for the Airport;

(e) costs of rentals of equipment or other personal property;

(f) costs of premiums for insurance, including property damage, public liability, burglary, bonds of employees, workers' compensation, disability, automobile, and all other insurance covering the Airport or its operations;

(g) costs incurred in collecting and attempting to collect any sums due City in connection with the operation of the Airport;

(h) costs of advertising at or for the Airport;

(i) except to the extent capitalized, compensation paid or credited to persons or firms appointed or engaged, from time to time, by City to render advice and perform architectural, engineering, construction management, financial, legal, accounting, testing or other professional services in connection with the operation, expansion, alteration, reconstruction, betterment or other improvement of the Airport or any of its structures or facilities; and

(j) all other direct and indirect expenses, whether similar or dissimilar, which arise out of City's operation of the Airport, and which, under generally accepted accounting principles, are properly chargeable as expenses to the Airport, including any taxes payable by City which may be lawfully imposed upon the Airport by entities other than City.

(12) "Runways" means, at any time, runways at the Airport for the landing and taking-off of aircraft.

(13) "Taxiways" means, at any time, taxiways and taxi lanes at the Airport for the ground movement of aircraft to, from and between the runways, the Demised Premises, and other portions of the Airport.

17.02 Incorporation of Exhibits. The following exhibits attached hereto are made a part of this Agreement:

Exhibit "A"--The Demised Premises.

Exhibit "B"--Cargo Area Layout Plan.

*Article XVIII.*

18.01 Notices. All notices to City provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, Department of Aviation, 20 North Clark Street, Suite 3000, Chicago, Illinois 60602, or to such other address as City may designate from time to time by notice to Airline or as required by this Agreement, and shall be deemed given when so mailed. All notices to Airline provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to Trans World Airlines, Inc., 605 Third Avenue, New York, New York 10158-0039, Attention: Corporate Secretary, with a copy to, Trans World Airlines, Inc., Ground Operations Center, P.O. Box 10007, Lambert- St. Louis International Airport, St. Louis, Missouri 63145, Attention: Regional Director Properties & Facilities or to such other address as Airline may designate from time to time by notice to City, and shall be deemed given when so mailed.

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

18.03 Remedies Cumulative. The rights and remedies granted in this Lease are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

18.04 Headings. The section headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Lease.

18.05 Successors and Assigns. All of the covenants, stipulations and agreements herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

18.06 Construction and Consent to Jurisdiction. This Lease shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Illinois.

18.07 Late Payments. Any payment required to be made by Airline under this Lease which is not paid within five (5) days of its due date shall bear interest at the rate of four (4) points above the highest "prime" lending rate of interest announced from time to time by the four largest commercial banks in Chicago, determined on the basis of total assets.

18.08 Counterparts. This Lease may be executed in counterparts, each of which shall be an original, and collectively shall be one instrument.

18.09 Amendments. This Lease constitutes the entire agreement of the parties with respect to the subject matter contained herein, and may not be modified or amended except in a writing signed by both parties.

In Witness Whereof, the City of Chicago has caused this Lease to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City of Chicago, and its seal to be hereunto affixed and attested by the City Clerk of the City of Chicago, and Trans World Airlines, Inc. has caused this Lease to be executed on its behalf by its Regional Vice President Ground Operations-Central and its corporate seal to be hereunto affixed and attested by its \_\_\_\_\_ Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

[Signature forms omitted for printing purposes.]

[Exhibits "A" and "B" attached to this Cargo Building Lease  
Agreement printed on pages 16147 through  
16148 of this Journal.]

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APPROVAL OF ASSIGNMENT AND ASSUMPTION FOR RENTAL CAR  
CONCESSION AGREEMENT WITH DOLLAR RENT-A-CAR AT  
CHICAGO MIDWAY AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 26, 1988.

*To the President and Members of the City Council:*

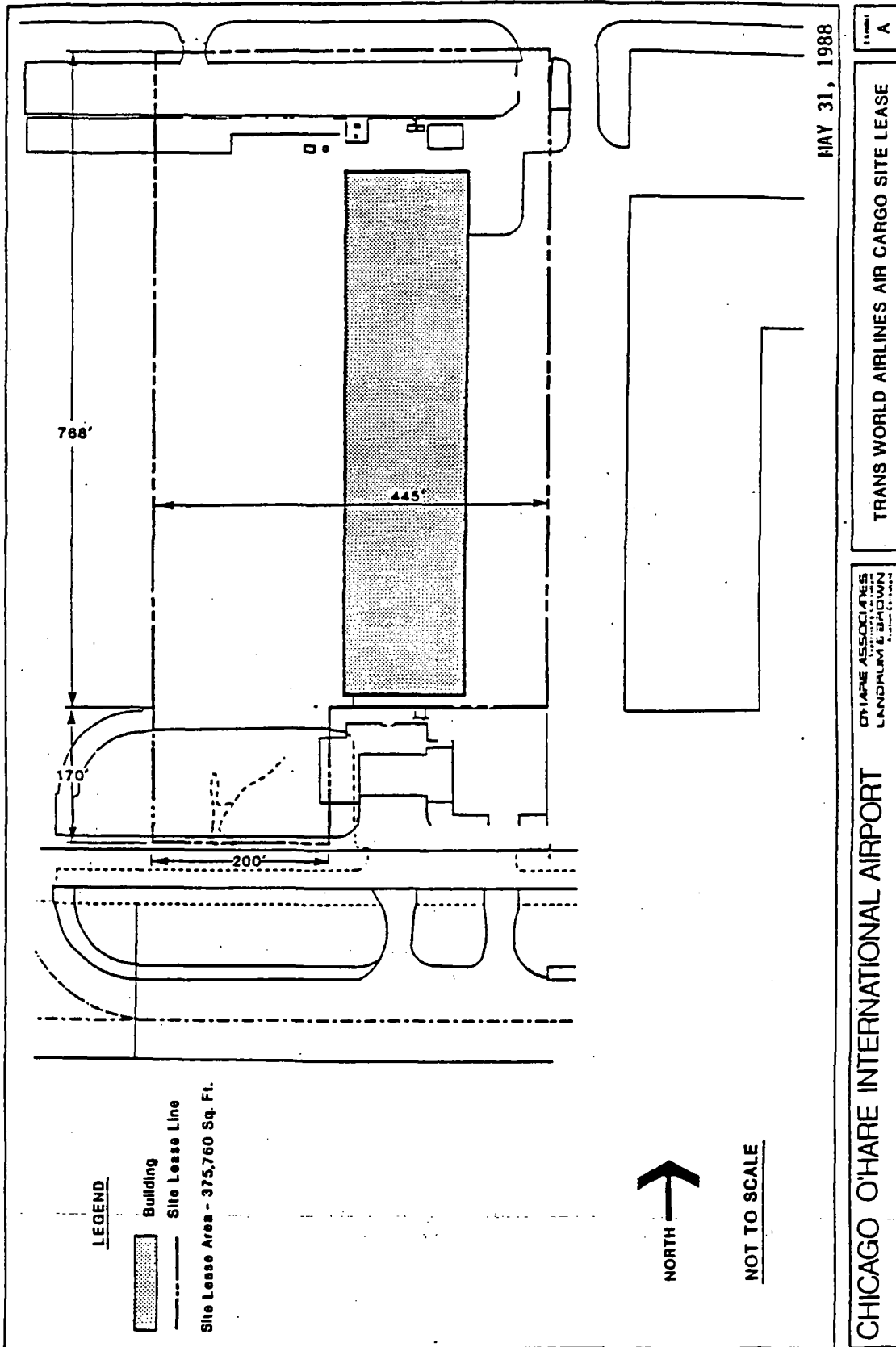
Your Committee on Aviation, having had under consideration an ordinance authorizing execution of a Rental Car Concession Agreement between the City of Chicago and Dollar Rent-A-Car for Chicago Midway Airport, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

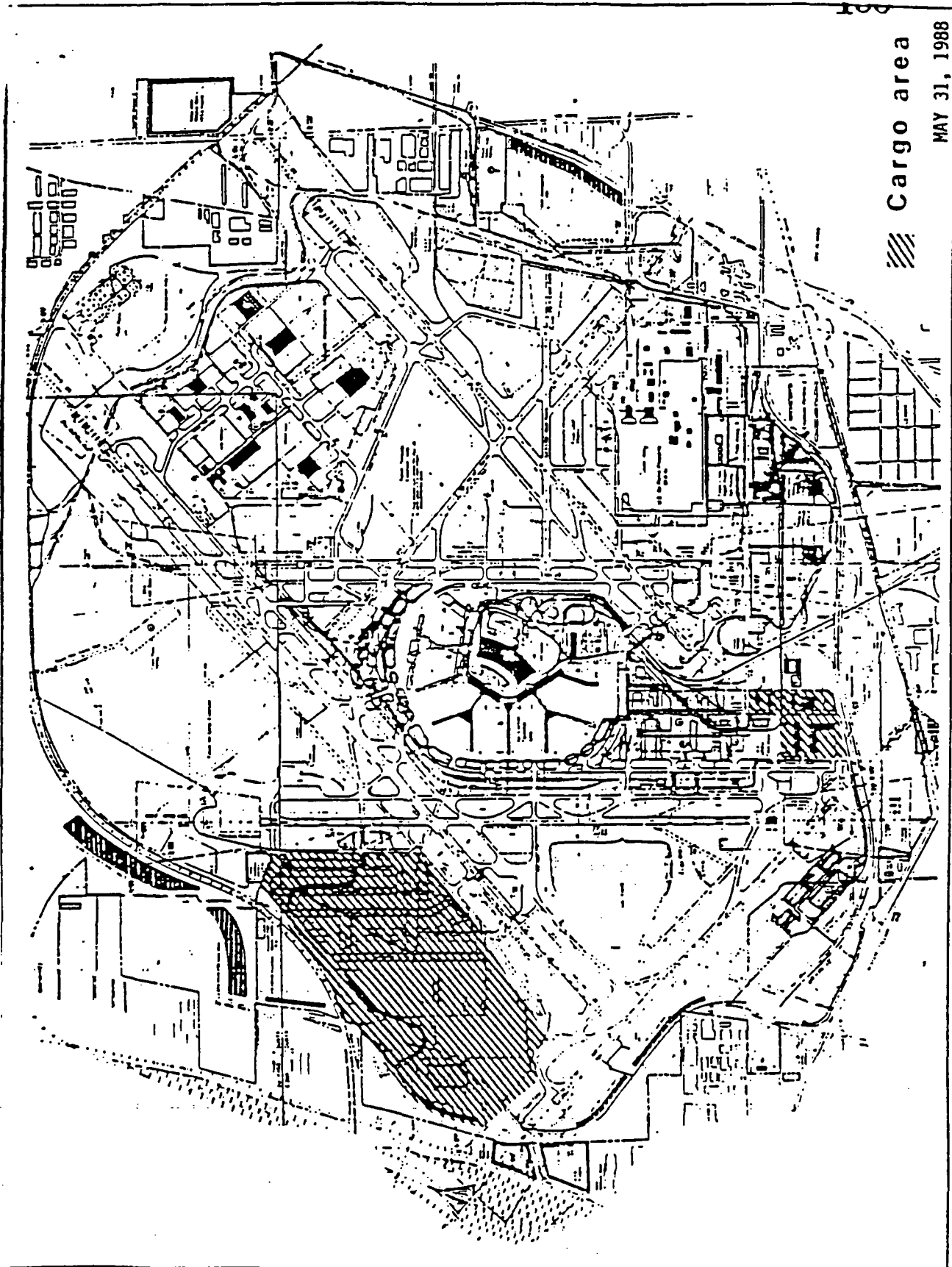
The recommendation was concurred in by all members of the committee with no dissenting vote.

Respectfully submitted,  
(Signed) THOMAS W. CULLERTON,  
*Chairman.*

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

(Continued on page 16149)





Cargo area

MAY 31, 1988

100

COMMON IMPROVEMENT O & M

CHANE ASSOCIATES  
LANDSCAPE ARCHITECTS

CHICAGO O'HARE INTERNATIONAL AIRPORT  
City of Chicago - Harold Washington, Mayor

(Continued from page 16146)

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*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 Acting Commissioner of Aviation, subject to approval by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago, an Approval of Assignment and Assumption, such agreement to be substantially in the form as attached to this ordinance.

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

"Approval of Assignment and Assumption" attached to this ordinance reads as follows:

Reference is made to a Chicago Midway Airport Concession Agreement dated October 9, 1985 (the "Agreement") between the City of Chicago, ("City") and Omega Rental and Leasing, Inc. d/b/a Dollar Rent-A-Car, a corporation organized under and existing by virtue of the laws of the State of Wisconsin, (Assignor).

The undersigned City does hereby consent to the assignment by Assignor of the Concession Agreement and to the assumption of the Concession Agreement by Roselle Rental & Leasing-Chicago, Inc., an Illinois corporation, d/b/a Dollar Rent-A-Car, ("Assignee"), pursuant to the terms and subject to the conditions set forth therein, including without limitation the Concession and Percentage Fee for the remainder of the term of the Concession Agreement.

Approval of this Assignment and Assumption authorized by ordinance of the City Council of the City of Chicago passed on the \_\_\_\_\_ day of \_\_\_\_\_, 1988, (C.J.P. pp. \_\_\_\_\_).

In Witness Whereof, and as evidence of this agreement with the foregoing, the City and Assignee have duly executed this consent this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

[Signature forms omitted for printing purposes.]

EXECUTION OF SPORT SHOP CONCESSION LICENSE  
AGREEMENT WITH CHICAGO SPORTS SECTION  
AT CHICAGO O'HARE INTERNATIONAL  
AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 26, 1988.

*To the President and Members of the City Council:*

Your Committee on Aviation, having under consideration an ordinance authorizing a Concession License Agreement between the City of Chicago and Chicago Sports Section for Chicago O'Hare International Airport, begs leave to recommend that Your Honorable Body Pass the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,  
(Signed) THOMAS W. CULLERTON,  
*Chairman.*

On motion of Alderman Cullerton, 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, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*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 Sport Shop Concession License Agreement for certain premises in the terminal building at Chicago O'Hare International Airport, said Agreement to be substantially in the following form:

[Sports Shop Concession License Agreement immediately follows Section 2 of this ordinance.]

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

Sports Shop Concession License Agreement attached to this ordinance reads as follows:

*Sports Shop 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 Chicago Sports Section an \_\_\_\_\_ 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 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. Licensors, 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 "Concession Operations Space") located on the Airport property to be used for the purpose of operating a sports concession and for no other purpose:

Space No. B2/B3 consisting of 977 square feet, in Terminal Building 1 (Exhibit \_\_\_\_\_);

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 one hundred twelve (112) square feet in Terminal Building 1 (Exhibit "C"); 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 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. Licensors grants to Licensee a nonexclusive privilege, in common with others that Licensors 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.

D. Relocation. Licensors by and through the Commissioner reserves the right to require Licensee, during the term of this Agreement the relocation of installed improvements within the Terminal Buildings or the exchange of any of the Premises for other areas of equivalent size and exposure to the traveling public where and when in the opinion of the Commissioner such is necessary for the proper functioning of the Airport.

*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 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 Guaranteed License Fee 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 11, 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), 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 One Hundred Twenty Thousand Dollars (\$120,000.00) per annum for the period beginning on the Operation Date and ending 365 days thereafter. During the remainder of the term of this Agreement, the minimum annual percentage fee shall be an amount equal to 80% of the actual amount paid in the previous year as Percentage License Fees, but in no case is the Minimum Guarantee License Fee (as hereinafter defined) for a subsequent year to be less than One Hundred Twenty Thousand Dollars (\$120,000.00) 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 (See Exhibit "D") 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 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 Licensors 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 Licensors 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 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 sublicensee 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 \_\_\_\_\_ 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 \_\_\_\_ 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 \_\_\_\_\_. 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 \_\_\_\_\_ 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 Dollars (\$100.00) 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 Exhibits \_\_\_\_\_ attached hereto, Licensor will provide the following improvements:

(1) Demising Partitions:

Painted 3/4 inch plaster on concrete block with vinyl base.

(2) Ceilings:

Combination suspended linear aluminum, perforated, with mylar faced fiberglass acoustical batts; 5/8 inch 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.

(3) Flooring:

Carpet in project standard pattern No. 2.

(5) 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.

(6) Fire Protection:

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

(7) 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.

(8) Electrical Outlets:

One 120 volt-shared circuit duplex electrical outlet per 150 square feet of leased area. Wall-mounted with brushed chrome coverplate.

Tenant electrical consumption is to be separately metered and shall not exceed limits established by this Agreement.

(9) Telephone:



One outlet and associated wiring per 200 square feet of leased area. Wall mounted with brushed chrome coverplate.

In these same spaces Licensee will provide:

All equipment, furniture, finishings 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 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 Sixty Thousand Dollars (\$60,000.00) 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 \_\_\_\_\_ 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 Licenser.

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 Licensors 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 Licensors.*

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

Licensors 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 Licensors 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 granted 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 a 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 insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies Shall Be Endorsed To Provide:

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

Commissioner, Department of Aviation  
City of Chicago  
20 North Clark Street  
Suite 3000  
Chicago, Illinois 60602

and City Comptroller  
City of Chicago  
121 North LaSalle  
Street  
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 Licenser 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 Licensors 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 Licensors.

*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 Licensors 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, the 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; or
11. Licensee shall be in default under any other agreement with Licensors.

B. Licensors Remedies. If a default under this Agreement shall occur, Licensors 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 Licensors 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.

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

Upon such termination by Licensors, 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 Licensors, or its employees or agents by reason of such termination, or by reason of any act by Licensors incidental or related thereto.

In the event of the exercise by Licensors 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 Licensors of any remedy provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to Licensors 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; and

(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.

*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 Licensors 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.*

Licensors 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, and county and municipal governments which may be applicable to its operations at the Airport and shall obtain and maintain all permits and licenses necessary for its 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.]

[Exhibits "A" and "B" unavailable at time of printing.]

[Exhibits "C" and "D" attached to this Agreement printed  
on pages 16180 through 16181 of this Journal.]

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EXECUTION OF DRUG STORE CONCESSION LICENSE AGREEMENT  
WITH FABER'S DRUG COMPANY, INCORPORATED AT  
CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 26, 1988.

*To the President and Members of the City Council:*

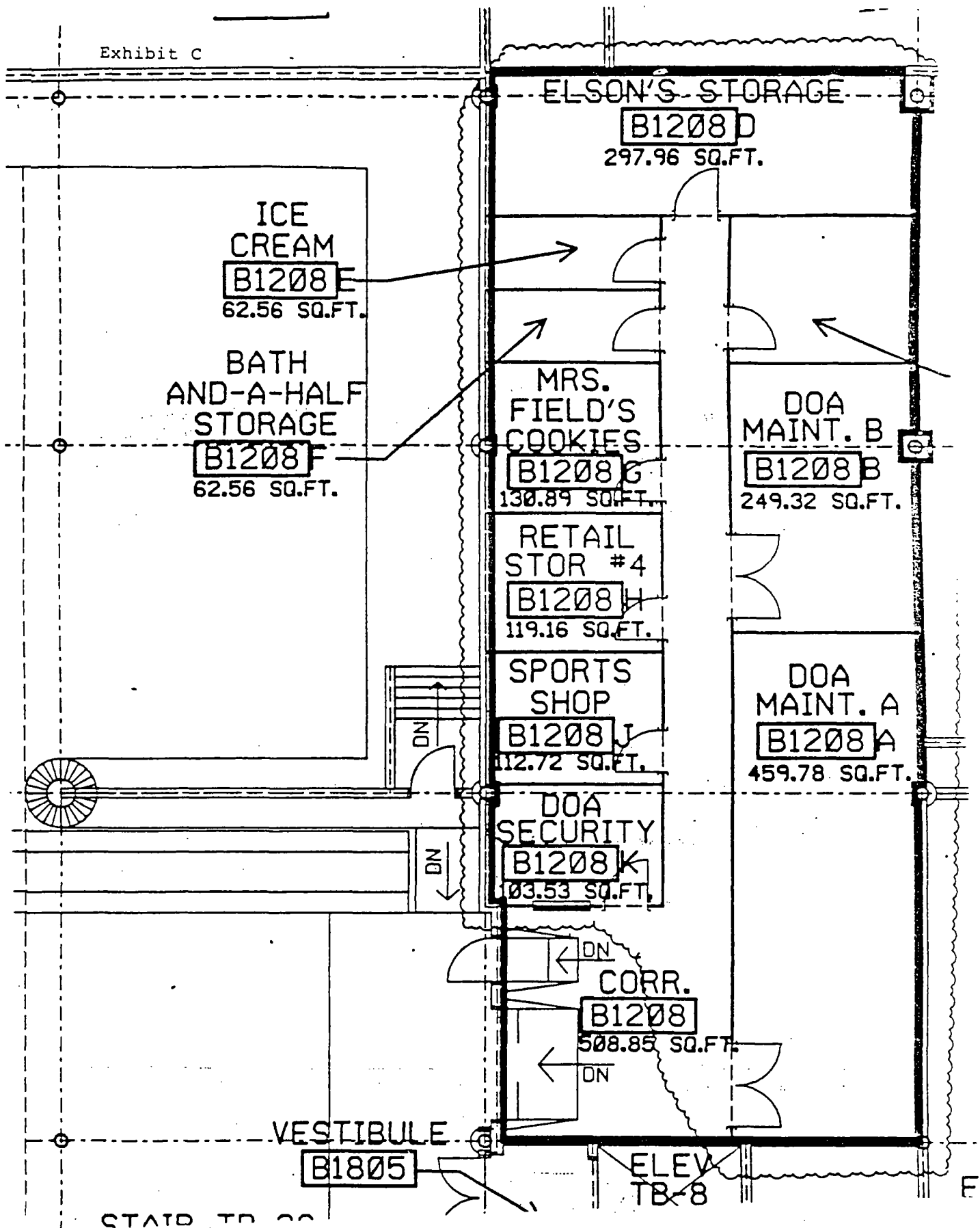
Your Committee on Aviation, having under consideration an ordinance authorizing the execution of a Drug Store Concession License Agreement between the City of Chicago and Faber's Drug Co., Inc. for Chicago O'Hare International Airport, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,  
(Signed) THOMAS W. CULLERTON,  
*Chairman.*

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

(Continued on page 16182)



## EXHIBIT D

July 26, 1988

## Percentage for Schedule

12.5% 0 - 1.0 Mil.

15.0% 1.0 - 1.5 Mil.

20.0% 1.5 - 2.0 Mil.

25% 2.0 - +

(Continued from page 16179)

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*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 Acting Mayor, subject to attestation by the City Clerk, and approval by the Acting Commissioner of Aviation, Purchasing Agent 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 Drug Store Concession License Agreement with Faber's Drug Co., Inc. for certain premises at Chicago O'Hare International Airport, said Agreement to be substantially in the form as attached to this ordinance.

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

Drug Store Concession License Agreement attached to this ordinance reads as follows:

*Drug Store Concession License Agreement.*

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between the City of Chicago, a home rule municipality of the State of Illinois (hereinafter referred to as "Licensor") and Faber Drug Co., Inc., an Illinois corporation, (hereinafter referred to as "Licensee").

*Witnesseth:*

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

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

Whereas, Licensee is a corporation in which thirty percent (30%) of the outstanding shares of such corporation is owned by Walter Payton, Inc., an Illinois corporation and a minority business enterprise ("M.B.E.") that is wholly- owned and controlled by Walter Payton and the remaining seventy percent (70%) is owned by Faber Enterprises, Inc., a Delaware corporation that is a wholly- owned subsidiary of the Greyhound Corporation, a Delaware corporation; and

Whereas, the Licensor has determined after reviewing various proposals that Licensee is best qualified to operate drug store concession services at certain Airport terminal buildings and Licensor deems it in the public interest and beneficial to itself and to its operation of the Airport to grant unto the Licensee the drug store concession areas 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:

*Article I.*

*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 "concession operations space") located on the Airport property to be used for the purpose of operating a drug store concession and for no other purpose:

Space No. 2A-21-U1, consisting of one thousand one hundred twenty-six (1,126) square feet, in Terminal Building II (Exhibit "A");

Space No. 3B-21-U1, consisting of one thousand one hundred twenty-six (1,126) square feet, in Terminal Building III (Exhibit "B");

Space No. 3C-21-U1, consisting of five hundred fifty-eight (558) square feet, in Concourse "C" of Terminal Building III (Exhibit "C");

Space No. C-2 consisting of five hundred six (506) square feet, in Concourse "C" of Terminal Building I (Exhibit "D");

Space No. B-6 consisting of six hundred forty-nine (649) square feet, in Concourse "B" of Terminal Building I (Exhibit "E");



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

Space No. 2B-21-B1, consisting of nine hundred (900) square feet, in Terminal Building II (Exhibit "F"); and Space No. B-0019 consisting of two hundred forty-nine (249) square feet, in Terminal Building I (Exhibit "G");

all such space identified on Exhibits "A", "B", "C", "D", "E", "F" and "G" attached hereto and made a part hereof is sometimes referred to herein collectively as "the premises".

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 drug store concession at the Airport, and for no other purpose whatsoever; provided, however, that Licensor during the term of this Agreement will not grant to any other individual, firm or corporation a privilege to operate a drug store within Terminal Buildings No. II, III and IIIC provided Licensee is operating a drug store in the concessions operations space within the applicable Terminal Building.

C. Additional Operations. The Commissioner of Aviation of the City of Chicago ("Commissioner of Aviation"), as he deems desirable, may, but shall not be obligated to, offer in writing that Licensee operate drug store concessions at other or additional locations at the Airport as the Commissioner of Aviation, in his sole discretion, may designate during the term of this Agreement on the same terms and conditions set forth herein except that no minimum guarantee licensee fee, as set forth in Article III, shall be due or payable with respect to any additional locations for the first year of operations (in no event shall the minimum guarantee license fee for the premises be less than the amounts set forth in Section A(2) of Article III). Licensee shall notify the Commissioner of Aviation within sixty (60) days after notice is given whether it agrees to operate the other or additional space. Licensee's failure to notify the Commissioner of Aviation within the time specified shall be deemed an agreement to operate the other or additional space. Drawings identifying the location and size of all such additional or other space shall be attached as an exhibit to this Agreement, and such space shall be deemed concession operations space or concession storage space, as appropriate.

## *Article II.*

### *Terms.*

The term of this Agreement shall commence on the date of approval of this Agreement by the City Council of the City of Chicago ("Commencement Date") and shall terminate, unless sooner terminated in accordance herewith, five (5) years after the operations date ("Operations Date") which shall be the earlier of the date of beneficial occupancy, which shall be the first day of the month immediately following the date Licensee commences concession operations at the concession operations space identified in Exhibits "A", "B",

"C", "D" and "E" or a date one hundred fifty (150) days after the Commencement Date. Licensee and Licensor shall acknowledge in writing the Commencement, Operations and termination dates of this Agreement.

Licensee shall be open to the public and fully operate a drug store concession in each concession operations space within one hundred twenty (120) days after the Commencement Date. The failure to open and fully operate within the time specified shall be a material default of this Agreement.

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.

### *Article III.*

#### *License Fee.*

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

(1) Fixed License Fee. A license fee of Thirty Dollars (\$30.00) per square foot ("fixed license fee") per annum for the premises (includes concession operations space and concession storage space), 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) Minimum Guarantee License Fee. A license fee of Three Hundred Fifty Thousand Dollars (\$350,000) 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 guarantee license fee shall be Four Hundred Thousand Dollars (\$400,000) per annum or eighty-five percent (85%) of the previous year's percentage license fees, whichever is higher ("minimum guarantee license fee").

- (b) Percentage License Fee. A sum equal to the percentage of the gross receipts per annum derived by Licensee from operations at Chicago O'Hare International Airport ("percentage license fee") as set forth in Exhibit "H".
- (3) Additional License Fee. Any and all pre-tax profit earned by Licensee in excess of eight percent (8%) of the gross receipts as defined herein.

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. Licensee, within twenty (20) days of the end of each calendar month, shall pay to the City Comptroller a sum equal to the amount the hereinabove described percentage license fee for said calendar month that exceeds the amount prepaid as minimum guarantee license fee for that month. The initial monthly payment of the minimum guarantee license fee shall commence on the Operations Date. The payment of the fixed license fee and the percentage license fee for the premises shall commence on the Commencement Date. (During the interim period between the Commencement Date and the Operations Date, Licensee shall pay the fixed license fee and the percentage license fee.) The full amount of all fees shall be due and payable beginning on the Operations Date.

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 of Aviation.

Licensee, within thirty (30) days after the end of each calendar year, shall pay to the City Comptroller the Additional License Fee.

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 Article III.

C. Records of Licensee. Licensee shall, with respect to business done by it in said drug store 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 Licensee's business done upon and within said drug store concession areas. 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 of Aviation 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 sublicensees 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.

D. Books, Records and Audits. Licensee shall maintain at its office in Chicago or make available in Chicago if requested its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation and the City Comptroller or their duly authorized representatives, at reasonable times during business hours, and to make copies and excerpts therefrom, at Licensee's expense, 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 at its option may provide transportation and other related expenses for a representative of Licensor to examine Licensee's books and records maintained 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 the Commissioner of Aviation and the City Comptroller 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 the Commissioner of Aviation and the City Comptroller 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 the Commissioner of Aviation and the City Comptroller of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to the Commissioner of Aviation and the City Comptroller.

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 Faber Drug Co. an Illinois corporation, for the year ended \_\_\_\_\_ relating to the drug store concession

operations at Chicago O'Hare International Airport pursuant to an Agreement between the City of Chicago and Faber Drug Co., dated \_\_\_\_\_. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement of 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 the Commissioner of Aviation or the City Comptroller may, from time to time, require.

**E. 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.

**F. Interest for Late Payment.** Without waiving any other right of action available to Licensor in the event of delinquency by Licensee for a period of 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 accrued until such dispute is settled and no interest shall be paid if Licensee prevails in such dispute.

#### *Article IV.*

##### *General Description Of The Concession.*

**A. Merchandise.** Licensee shall have the right to operate a drug store concession at the Airport and in connection therewith shall have the right to and shall sell drug store 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 the prior written authorization of the Commissioner of Aviation. The Commissioner of Aviation may authorize in writing Licensee to sell such additional items as the Commissioner of Aviation and Licensee may agree upon at such percentages as the Commissioner of Aviation may establish.

1. Exclusive Items. Licensee shall be permitted to and shall sell on an exclusive basis (except for duty-free shops) in Terminal Buildings No. II, III and IIIC in which concession operations space is located, only those items set forth in paragraph A of Exhibit H attached hereto. In all other locations, including but not limited to Terminal Building No. I, said items may be sold on a non-exclusive basis.

2. Non-Exclusive Items. Licensee shall be permitted to sell and shall sell on a non-exclusive basis those items set forth in paragraph B of Exhibit H attached hereto.

Except with the prior written approval of the Commissioner of Aviation, Licensee shall not install or operate any coin-activated vending machines or devices of any nature, kind or type.

Licensee shall not place or install in the concession operations space any racks, stands, displays, trade fixtures within four (4) feet of any perimeter boundary opening or outside the perimeter boundaries of any concession operations space without the prior written consent of the Commissioner of Aviation.

B. Conflicts between Concessions. In the event of a conflict between Licensee's drug store 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 of Aviation 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 of Aviation.

#### *Article V.*

##### *Investment By Licensor And Licensee.*

A. Renovation. Licensee agrees, as a necessary condition of this Agreement, to completely construct, remodel or reconstruct, the concession operations areas designated on Exhibits A, B, C, D and E. The remodeling or construction of all concession operations spaces shall begin within sixty (60) days after the Commencement Date and shall be completed within one hundred twenty (120) days after the Commencement Date.

All such improvements, decor and equipment as are applicable to the areas designated on Exhibits A, B, C, D and E 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 a minimum capital investment for said purposes in an amount not less than \$593,250.00. With respect to any other or additional concession operations space that Licensee shall be granted pursuant to this Agreement, Licensee shall make a minimum capital investment in an amount not less than \$125.00 per square foot.

The minimum capital investment may not include financial costs, interest, inventory, pre-opening expense, intra-company charges related to construction (except architectural and engineering charges which shall not exceed thirteen percent (13%) of total construction costs) and any capital investments made by Licensor.

Licensee shall deliver to the Commissioner of Aviation prior to commencing any work a final detailed construction budget with such specificity as said Commissioner may require, certified by Licensee's architect for the project, showing all costs, charges and expenditures to be made in connection with the work. Upon completion of construction, Licensee shall provide City 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 City, at City's request, receipted invoices for labor and materials covering all construction and trade fixtures, including furniture, fixtures and equipment. If the actual capital investment is less than eighty percent of the minimum capital investment Licensee shall pay Licensor the difference between the minimum capital investment and the actual capital investment.

B. Installations by Licensor and by Licensee. In the concession operations space located in Terminals II and III and designated on Exhibits A, B and C attached hereto, Licensor will provide building standard:

- (1) Finished floors;
- (2) Finished acoustical tile ceiling;
- (3) Adequate heat, air conditioning and ventilation, the adequacy to be determined by Licensor; and
- (4) In lieu of providing three exterior demising rolling grills (\$8,000 per grill), Licensor shall give Licensee a total credit of \$24,000.00,

and the concession operations space located in Terminal I and designated on Exhibits D and E attached hereto, Licensor will only provide, building standard:

- (1) Storefront:  
  
Painted hollow metal steel frame and glass storefront with painted metal signage panel. Closure shall be fifteen (15) feet and siding shall have a 1-1/2 inch face dimension with an 8 inch high base. Vertical members shall be spaced according to a 5 inch-0 module.
- (2) Demising Partitions:  
  
Painted 3/4 inch plaster on concrete block with vinyl base.
- (3) Ceilings:

Combination suspended linear aluminum, perforated, with mylar faced fiberglass acoustical batts; 5/8 inch 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.

(4) Flooring:

Carpet in project standard pattern No. 2.

(5) 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.

(6) Fire Protection:

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

(7) Lighting:

Special lighting fixtures with custom metal housings and diffusers. Lamps to be initially furnished and installed by the City. Subsequent relamping shall be performed by City at the Tenant's expense.

(8) Electrical Outlets:

One 120 volt-shared circuit duplex electrical outlet per 150 square feet of leased area. Wall-mounted with brushed chrome coverplate.

Note:

Tenant electrical consumption to be separately metered and shall not exceed limits established by lease agreement.

(9) Telephone Outlets:

One outlet and associated wiring per 200 square feet of leased area. Wall mounted with brushed chrome coverplate.

Suggested interior design guidelines have also been prepared to assist the Licensee in preparing plans for further tenant improvements. These guidelines address interior partition standards, alternate floor and wall finishes, signage display lighting, and furnishings. The Licensee Improvement Guidelines shall be made available at the Pre- submission Conference. Any modification or addition to the standard finishes shall be at the expense of Licensee.



In all the concession operations spaces Licensee will provide:

- (1) All improvements not provided by Licensor including, but not limited to, sales counters, display cabinets, interior and exterior partitions, enclosures, doors, additional lighting fixtures, decorations and all other fixtures, equipment and supplies.
- (2) All equipment, furniture, finishings and fixtures necessary in the proper conduct of Licensee's business.
- (3) Electrical (110/208 volts, 3 phase) hook-ups, not provided by Licensor, within the premises.

Except as otherwise required of Lessor under this Section B of Article V, all finishing work, including but not limited to, finished floors, ceiling, walls, heating, air conditioning, ventilation and electrical outlets shall be provided by Licensee.

C. Improvements, Equipment and Decor Installed by Licensees at Chicago O'Hare International 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) 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 of Aviation and Commissioner of Public Works.
- (3) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the building shall be subject at all times to inspection by the Commissioner of Public Works and the Commissioner of Aviation, or their designees. Licensee shall give or cause to be given to the Commissioner of Aviation and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications and shall maintain all necessary and adequate insurance coverages as may be reasonably determined by the Commissioner of Aviation or the Commissioner of Public Works.

- (4) Licensee shall reimburse Licensor for the cost (not to exceed \$3,000) of reviewing said plans and specifications pertaining to the areas designated on Exhibits A, B, C and D, inspections or other related engineering services with respect to the work and Licensee's performance of this Agreement. All cost will be paid within ten (10) days after receiving a written notice from the Commissioner of Aviation.
- (5) Licensee shall at all times throughout the term herein maintain the improvements and all other portions of the granted premises in good and serviceable condition and repair except structural maintenance, which shall be the responsibility of Licensor pursuant to Article VII of this Agreement.
- (6) Licensee shall keep the granted 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.
- (7) In the event that all or part of the granted premises are reasonably required for Airport purposes that are neither capricious nor arbitrary prior to the expiration of this Agreement, the Commissioner of Aviation 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 Article III 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 of Aviation 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 of Aviation's written approval in advance thereof. Licensee shall deliver to the Commissioner of Aviation detailed plans and specifications for all the work. Not in limitation of the foregoing, Licensee shall obtain prior approval from the Commissioner of Aviation and the Commissioner of Public Works before installing, at its own expense, any equipment which requires new electrical or plumbing connections or changes in those connections installed on the granted premises as of the effective date of this Agreement.

*Article VI.*

*Services To Be Performed By Licensee.*

A. Hours of Operation. The concessions at Chicago O'Hare International 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 of Aviation deems it necessary, Licensee agrees to remain open for longer periods as directed in writing by said Commissioner of Aviation. Licensee shall provide a full-time licensed pharmacist at least one (1) concession operations space during all and any hours of operation at the Airport.

B. Type of Operation. Licensee shall operate the concession in accordance with the highest standards for this type of operation at other major airport terminal buildings. Merchandise offered for sale shall be top quality, dispensed in compliance with all applicable federal, state and local laws, ordinances and regulations and shall be of a standard equivalent to merchandise sold at other major airport terminals. So-called "carnival" and cheaper forms of merchandise shall not be stocked or offered for sale on the granted premises. All merchandise kept for sale shall be subject to inspection at all times, and any merchandise found to be objectionable by the Commissioner of Aviation which is not of the standard described herein shall be removed from stock immediately after written notice to Licensee of the objection by the Commissioner of Aviation. The service shall at all times be prompt, clean, courteous and efficient.

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

D. 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.

E. 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 granted premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the granted premises, is

forbidden. Such trash, garbage, and other refuse shall be disposed of between the hours of 12:00 midnight and 8:00 A.M. each day in a place to be designated by the Commissioner of Aviation with access to be provided by Licensor.

F. Drug Store Operation. 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.

G. Public Address System. Licensee shall permit the installation in the granted premises of flight announcements and other information broadcast over that system if in the opinion of the Commissioner of Aviation such installation is necessary.

H. Maintenance. Licensee at its own expense shall 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.

#### *Article VII.*

##### *Services To Be Performed By The Licensor.*

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

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

#### *Article VIII.*

##### *Quality And Price Control.*

A. Merchandise. Licensee's initial schedule ("price list") of merchandise items to be offered for sale from the granted premises, and the prices to be charged therefore, is attached hereto as Exhibit "I". Licensee shall offer for sale only goods of premium quality. For such goods, Licensee shall charge fair and reasonable prices. Licensee shall not increase its price for any item listed in the price list to an amount greater than the rate of increase in the Consumer Price Index B--Urban Wage Earners and Clerical Workers (CPI-W) for Chicago for the period beginning August, 1986, without the prior written approval of the Commissioner of Aviation. If in the opinion of the Commissioner of Aviation, the

selection of items offered is inadequate in general or at any particular concession location, if the merchandise is not of high quality, if any of said prices, charges and rates are excessive or if any of said items is found to be objectionable for display and/or sale in a public facility, the Commissioner of Aviation shall meet and confer with Licensee regarding such matters, but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices and quality within thirty (30) days of being advised in writing by the Commissioner of Aviation shall be cause for default by Licensor, under the provisions of Article XXIII.

B. Inspection and Review. The Commissioner of Aviation or his representatives 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 the Commissioner of Aviation or his representatives deem necessary. Licensee shall cooperate in such inspections and provide any documentation reasonably required by the Commissioner of Aviation or his representatives.

#### *Article IX.*

##### *Interruptions, Reduction And Cancellation Of Operations.*

In the event of an interruption or reduction in concession services beyond the control of Licensee, including but not limited to acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline service (except as provided below) riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion, revolutions, civil war, hostilities, war, the declaration or existence of a national emergency and conditions arising therefrom, and such interruption or reduction of services results in a reduction at the Airport in passenger levels and gross receipts each by an amount greater than fifteen percent (15%), based on the immediately previous three (3) months averages, and such reductions continue for more than thirty (30) consecutive days, Licensee shall be entitled to a reduction in the minimum guarantee license fee, as determined in accordance with this Article IX. Beginning with the period following said thirty-day period that both the passenger levels and gross receipts levels are each reduced by greater than fifteen percent (15%) the minimum guarantee shall be reduced pro rata for said period by the average percent, or fraction thereof, that the reduced passenger levels and gross receipts levels exceed fifteen percent (15%). Such minimum guarantee license fee reduction shall apply until either the passenger level or gross receipts levels return to the eighty-five percent (85%) level. However, in no event shall the minimum guarantee license fee be reduced by more than twenty percent (20%). The percentage license fee, the fixed license fee and the additional license fee shall not be affected. No adjustment in the minimum guarantee license fee shall be available with respect to any reductions in passenger levels or gross receipts levels resulting from or in connection with a reduction of passenger levels or gross receipts in Terminal II. Adjustments to the minimum guarantee license fee shall be made after the end of the calendar year for which such reduction is applicable.

This Agreement shall be subject to cancellation by Licensee after thirty (30) day advance notice to the Commissioner of Aviation, 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.

*Article X.*

*Property Rights Upon Termination.*

Upon the termination of this Agreement, through passage of time or otherwise, Licensee shall aid Licensor in all ways possible in continuing the business of operating a drug store concession in said terminal building(s) without interruption. Licensee further agrees to sell any or all of Licensee's furniture, furnishings, trade fixtures and equipment installed or used upon said Premises by Licensee to Licensor, or any interest therein which Licensee may have. The Commissioner of Aviation, acting for Licensor, may notify Licensee in writing within ten (10) days before such termination date that Licensor desires to purchase any or all of said furniture, furnishings, fixtures and equipment. In the event Licensor exercises its option to purchase any or all of said furniture, furnishings, fixtures and equipment, it is agreed that the purchase price shall be the fair market value of such items at the date of such termination. If the parties are unable to agree upon the fair market value, it is agreed that each party shall appoint an appraiser and the two appraisers so appointed shall name a third appraiser and that the three appraisers so named shall determine the fair market value of such items, which determination shall be final and binding upon the parties hereto.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that 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.

*Article XI.*

*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, the Commissioner of Aviation may, at the Commissioner of Aviation'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 agents, servants or employees, then Licensee shall repair such damage promptly at its sole cost and expense. In the event the Commissioner of Aviation elects to terminate this Agreement pursuant hereto, Licensee shall have the right within ten (10) days after receipt of the required notice to notify the Commissioner of Aviation 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 concession area or areas 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, the Commissioner of Aviation 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 Licensee.

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 continue 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 the Commissioner of Aviation 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.

#### *Article XII.*

##### *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 requirements of Illinois Workers Compensation statute.
- (2) Comprehensive General Liability Insurance, with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations coverages.
- (3) Comprehensive Automobile Liability Insurance, with limits not less than \$5,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's Non-ownership Liability and Hired Auto coverages.
- (4) Property Insurance on the premises of tenant including all improvements, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the granted premises in an amount equal to the full replacement value of tenant improvements, fixtures and equipment.

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



- (1) 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 and its Commissioner of Aviation of cancellation, non-renewal or reduction in coverage, delivered to the following:

Commissioner, Department of Aviation  
City of Chicago  
Room 3000  
20 North Clark Street  
Chicago, Illinois 60602

and      Comptroller  
City of Chicago  
City Hall, Room 501  
121 North LaSalle  
Street  
Chicago, Illinois 60602

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

Licensee agrees that the terms of these insurance requirements may be increased and revised upon the written demand of the Commissioner of Aviation, 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.

*Article XIII.*

*"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 workforce at the Airport, job vacancies created as a result of internal promotions or terminations, and job vacancies created at Faber Drug Store, Inc.'s other Chicago operations as a result of transfers of employees to the Airport workforce, but shall exclude all managerial and administrative positions as such positions and job responsibilities are listed and described in Exhibit "J" attached hereto.

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. Licensee, within five (5) days after the Commencement Date, shall complete and deliver to M.E.T. a "Job Order Form" for all covered positions, which Job Order Form file shall be promptly updated by Licensee as requirements change for any covered position or as any new covered positions are created. M.E.T. shall keep the Job Order Forms on file.

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. shall notify Licensee of available candidates or that no referrals can be made, within one (1) working day after telephonic or written notice by Licensee of a job opening, provided a Job Order Form for the requested position is on file with M.E.T., and within four (4) days after notice by Licensee of a job opening, M.E.T. will provide such available candidates to Licensee for interviews. 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 applicants 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. In the event Licensee rejects or does not hire a referred applicant, Licensee must indicate in writing the reasons for not hiring said applicant. Licensee shall not discriminate on the basis of race, creed, color, religion, age, sex or national origin.

E. Licensee shall cooperate in M.E.T.'s monitoring efforts and shall submit quarterly hiring summaries to the Director of M.E.T. and the Commissioner of Aviation detailing all personnel actions (hiring, termination, transfers, promotions, separations, etc.) with respect to covered positions 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.

F. If, any time during this Agreement, the Director of M.E.T., or her 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 her designee, shall notify Licensee in writing ("Noncompliance Determination Notice") 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 the Director of M.E.T. within ten (10) working 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 Licensee's response and shall make a determination on whether the Noncompliance Determination shall be sustained, in whole or in part, and in the event of noncompliance may assess against Licensee liquidated damages in an amount of Fifteen Thousand Dollars (\$15,000) 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) working days after the date of such Noncompliance Determination Notice 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.

#### *Article XIV.*

##### *Indemnity.*

Licensee does hereby covenant and agree to indemnify, save 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, except as may arise from the negligence of Licensor.

#### *Article XV.*

##### *Inspection.*

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

*Article XVI.**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.

*Article XVII.**Assignment And Subletting.*

Neither Licensee nor any of its shareholders, members, partners or beneficiaries shall assign, transfer, sublease, pledge, surrender, convey all or any of its or their interest in Licensee, Faber Enterprises, Inc. or Payton nor any of its or their rights, duties or obligations under this Agreement nor its or their right to possession of the Premises (such proposed assignments, transfers, subleases, pledges, surrender are hereinafter referred to as a "Proposed Transfer") without the prior written consent of the Commissioner of Aviation. In no event shall the ownership and management interest of Payton in Licensee or any permitted successor of Licensee be less than thirty percent (30%). Proposed Transfers also include, but are not limited to, admitting additional partners, permitting shares of stock to be issued to additional shareholders, creating new beneficiaries or permitting other persons to obtain an interest in the Licensee, Faber Enterprises, Inc. or Payton, their members or partners. No assignment, lease, transfer or conveyance, whether or not consented to by the Commissioner of Aviation, shall relieve the Licensee of its obligations under this Agreement, and all assignees, lessees, grantees and transferees of any interest, direct or indirect, in Licensee, Faber Enterprises, Inc. Payton, or this Agreement, whether or not consented to by the Commissioner of Aviation, shall hold such interest subject to and be obligated in accordance with the terms and provisions of this agreement.

*Article XVIII.**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 of

Aviation's written consent thereto. Licensor shall not display any advertising, promotional or informational pamphlets, brochures or similar materials without having first obtained the Commissioner of Aviation's written consent. The Commissioner's consent shall not be unreasonably withheld or delayed.

*Article XIX.*

*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 as good order and condition, reasonable use and wear excepted, as the same now are or may hereafter be placed by Licensee or Licensor.

*Article XX.*

*Concessionaire's Bond And Corporate Guarantee.*

At the time of the execution hereof, Licensee shall execute and deliver to the City Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety in the sum of One Million Dollars (\$1,000,000), which bond shall guarantee faithful performance of each and every provision of this Agreement.

Faber Enterprises, Inc., owner of seventy percent (70%) of the outstanding stock of Faber Drug Co., Inc., shall execute and deliver to Licensor, an unconditional guarantee, attached as Exhibit "K" to this Agreement, fully guaranteeing the performance of all contractual obligations of the Licensee under this Agreement, including but not limited to all fixed, percentage, minimum fees and additional to be paid under Article III of this Agreement. Exhibit "K" when executed shall be attached to this Agreement and when so attached shall be incorporated herein.

*Article XXI.*

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

A. This Agreement is subject to the provisions of Paragraph 4, Article XI of that certain Agreement entitled "Airport Use Agreement" and the further provisions, including the right of cancellation of Section 6.04 Article VI of that certain Agreement entitled "Lease of

Terminal Facilities" and to such other provisions of said related Agreements as may be pertinent as entered into between the City and scheduled airlines governing use and operation of the Airport.

B. Licensee, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex 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 and this Agreement is subject 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, the Department of Aviation or other appropriate City Departments.

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

furnishing 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, Department of Transportation regulations which are or may be applicable to Licensee.

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

*Article XXII.*

*Nonwaiver.*

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.

*Article XXIII.*

*Default.*

**A. Events 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 and such failure continues for seven (7) days after written notice from Licensor of said default; 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 thirty (30) 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. Any interest of Licensee under this Agreement shall be transferred, without the approval of the Commissioner of Aviation, by reason of 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 other 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 the Commissioner of Aviation 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. A violation of Article XXXIII.
12. Licensee shall be in default under any other agreement with Licensor.

**B. Default Remedies.**



If default be made by Licensee in any of the covenants, terms, and conditions herein contained, the Commissioner of Aviation for Licensor may elect to:

1. 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 license fees and other charges as they become due together with interest thereon at the rate of up to eighteen percent (18%) per annum if such fees and charges are not paid when due and payable hereunder but terminate Licensee's right to possession of the Premises.
2. Terminate this Agreement without prejudice to any other remedy or right of action for amounts due or arrearages of license fees under Article III.

In the event of any termination based on any breach of the covenants, terms and conditions contained in this section, 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.

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

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.

#### *Article XXIV.*

##### *Independence Of Agreement.*

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co- partners or joint venturers between the 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.

#### *Article XXV.*

*Rules, Regulations, Laws, Ordinances And Licenses.*

The Commissioner of Aviation 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 and county and municipal governments which may be applicable to its operations at the Airport and shall obtain and maintain all permits and licenses necessary for its operations at the Airport. Licensee further agrees to pay all taxes, if any, imposed by law on the property or its operations.

*Article XXVI.*

*Notices.*

Notices to Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to Commissioner, Department of Aviation, Room 3000, 20 North Clark Street, Chicago, Illinois 60602, and notice to Licensee if sent by certified mail, postage prepaid, addressed to Licensee at 55 East Monroe Street, Suite 3530, Chicago, Illinois 60603 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.

*Article XXVII.*

*Paragraph Headings.*

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

*Article XXVIII.*

*Invalid Provisions.*

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of 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.

*Article XXIX.*

*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 Commissioner of Aviation, be and become absolutely null and void and Licensor may declare such filing a breach of this Agreement.

*Article XXX.*

*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.

*Article XXXI.*

*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.

*Article XXXII.*

*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 drug store concession in the Airport. No leasehold interest is hereby conveyed nor has any such interest ever been conveyed to Licensee or Licensors.

*Article XXXIII.*

*Minority Business Enterprise Participation.*

Walter Payton is currently the 100% shareholder of Walter Payton, Inc. ("Payton"), an Illinois corporation and the minority business enterprise ("M.B.E.") participant in Licensee's operations at the Airport. Throughout the term of this Agreement, Walter Payton shall at all times retain such ownership interest in Payton, shall at all times remain actively involved in its management and operation and shall not convey, transfer, sell, issue, otherwise dispose of or permit the foregoing to occur, without the prior written consent of the Commissioner of Aviation. During the term of this Agreement, Payton shall at all times maintain no less than a thirty percent (30%) ownership interest in Licensee and neither Licensee, Walter Payton or Payton, shall convey, transfer, sell, issue, otherwise dispose of or permit to be conveyed, transferred, issued or disposed any shares or other interest in Licensee if such action would result in the reduction of Payton's ownership interest in Licensee to less than thirty percent (30%), without the prior written consent of the Commissioner of Aviation.

Walter Payton as sole shareholder of Payton shall at all times remain actively involved in the management and operations of the Licensee's business under this Agreement. Walter Payton shall have all of the usual indicia of ownership, including decision-making authority in such areas as personnel and purchasing and disbursement of funds, and must share in the risks and profits commensurate with his ownership interest, as demonstrated by an examination of the substance rather than the form of the partnership arrangement.

In no event shall the ownership and management interest of Payton or any other permitted successor M.B.E. participant in Licensee, be less than thirty percent (30%).

The provisions and instructions of this Article XXXIII are in addition to any other provisions and restrictives contained in Article XVII of this agreement.

*Article XXXIV.*

*Miscellaneous.*

Wherever the term Commissioner of Aviation, Commissioner of Public Works, Director of M.E.T. or City Comptroller is used in this Agreement, it shall mean said person or his or her designee.

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

[Signature forms omitted for printing purposes.]

[Exhibits "A" through "G" attached to this Agreement printed on pages 16213 through 16218 of this Journal.]

Exhibits "H" through "K" attached to this Agreement read as follows:

*Exhibit "H".*

*Schedule Of Merchandise.*

A) Exclusives.

Licensee shall be permitted to and shall sell on an exclusive basis in Terminal Buildings II, III and IIIC and on a non-exclusive basis in Terminal Building I, the following products and shall pay the percentage license fee as indicated next to each item:

| Product                    | Percentage License Fee |
|----------------------------|------------------------|
| Prescription Sundries      | 40%                    |
| Prescription Drugs         | 40%                    |
| Hospital Supplies:         |                        |
| Thermometers, Vaporizers,  |                        |
| Heating Pads, Braces, etc. | 40%                    |
| Contraceptives             | 40%                    |
| Cosmetics                  | 17-1/2%                |

(Continued on page 16219)

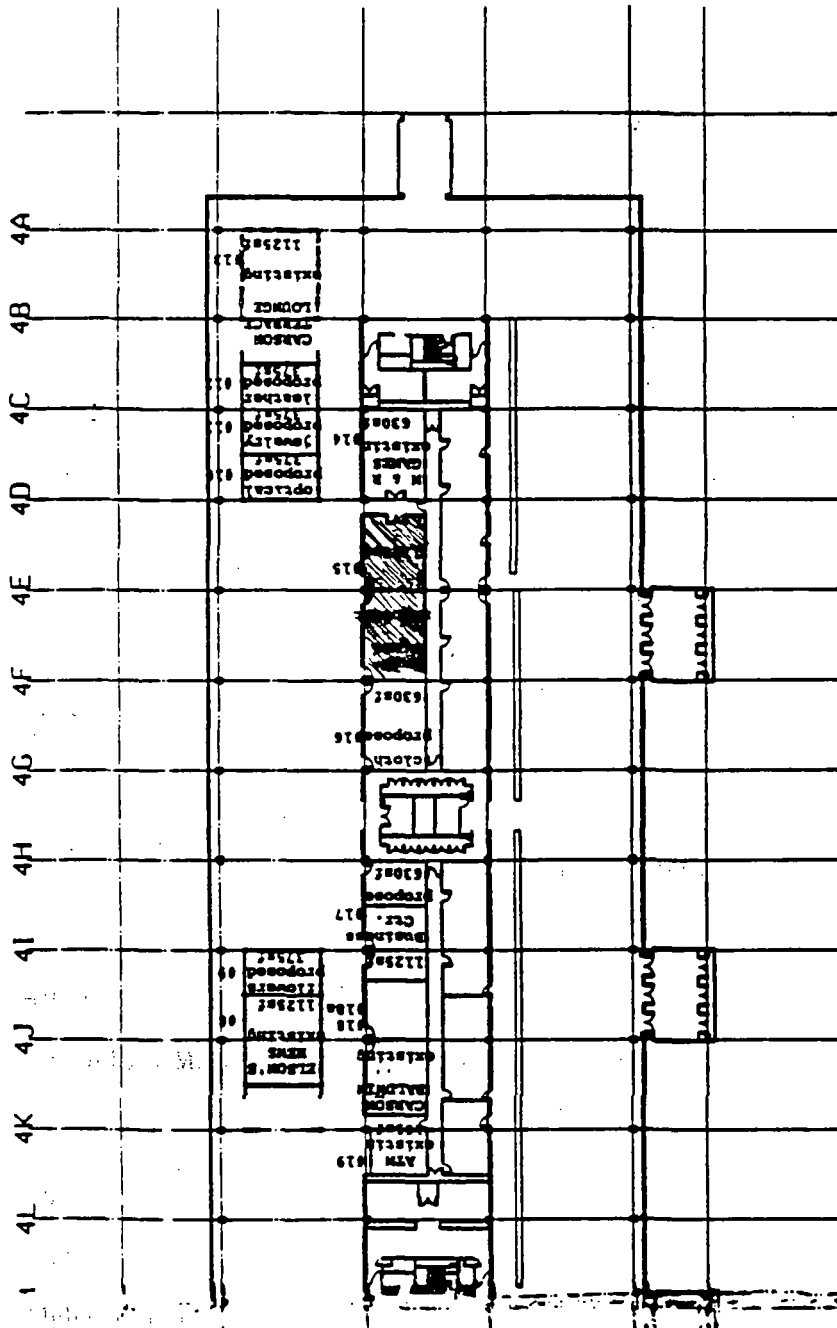


EXHIBIT "A"  
**TERMINAL 2 PART 2**      **UPPER LEVEL**  
 SCALE 1/32"      2.7.86

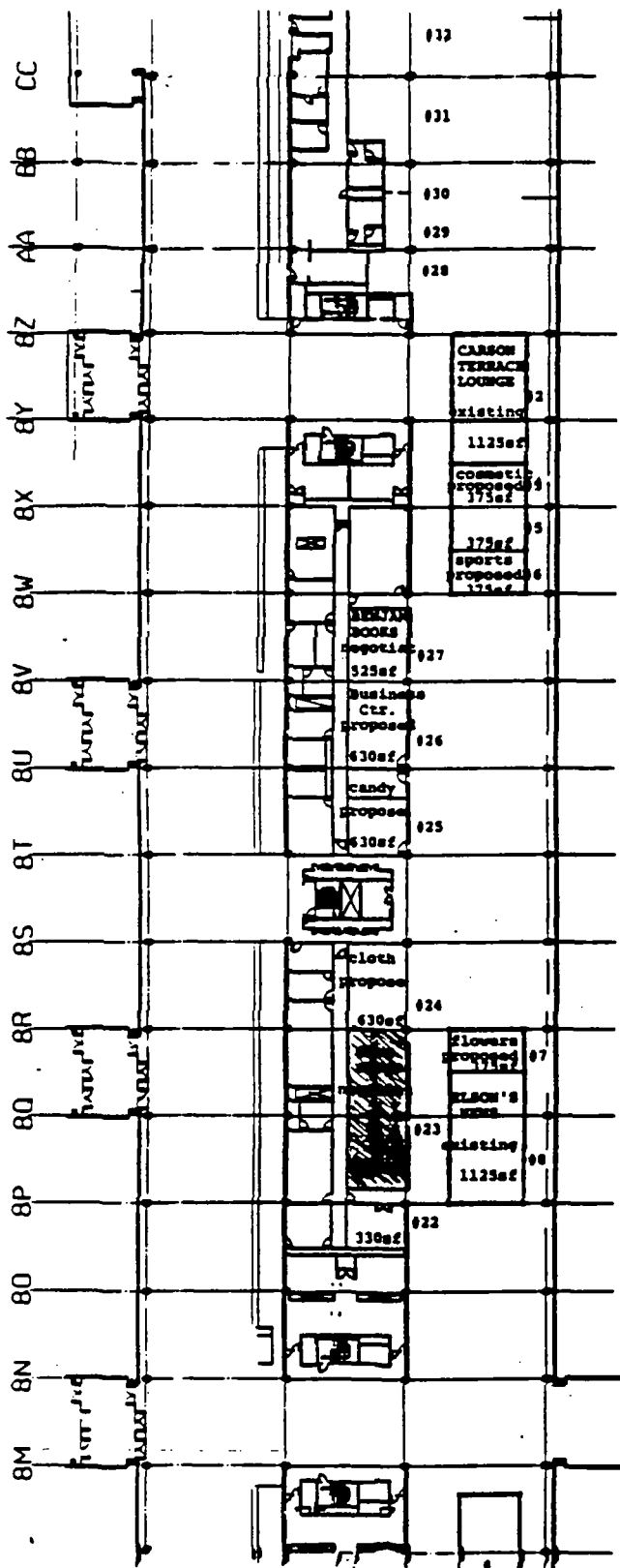


EXHIBIT "B"

TERMINAL 3 PART2  
SCALE 1/32"  
UPPER LEVEL  
2.7.86

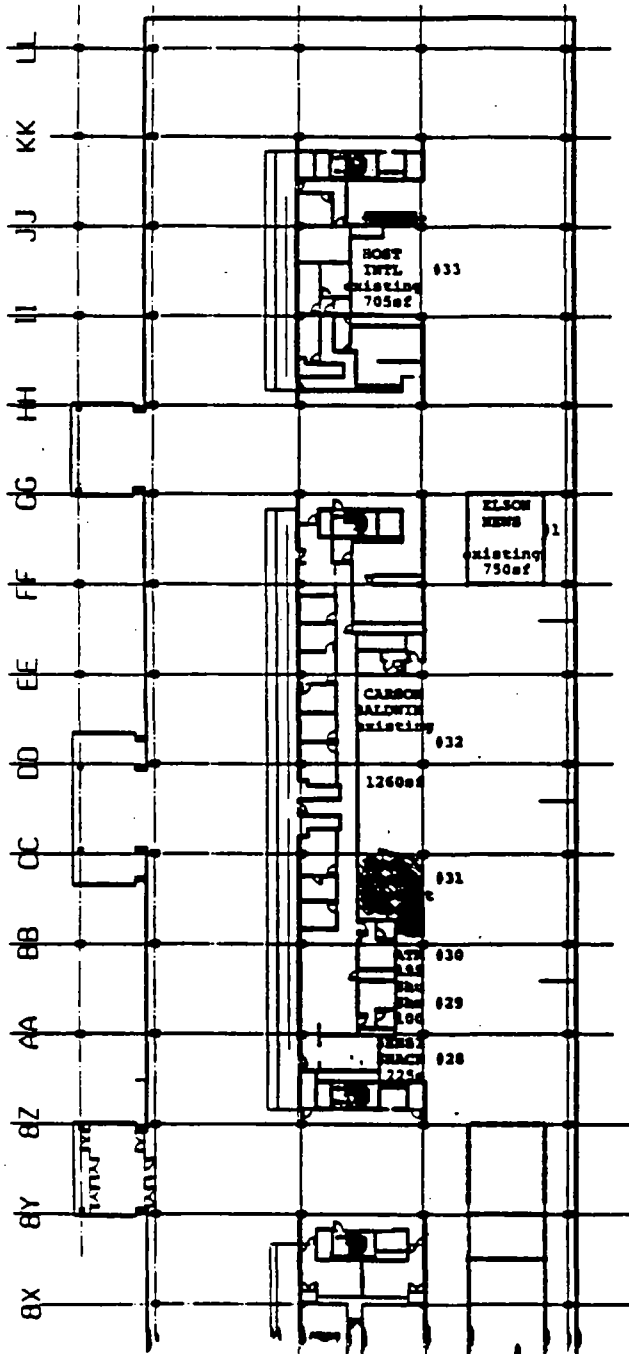
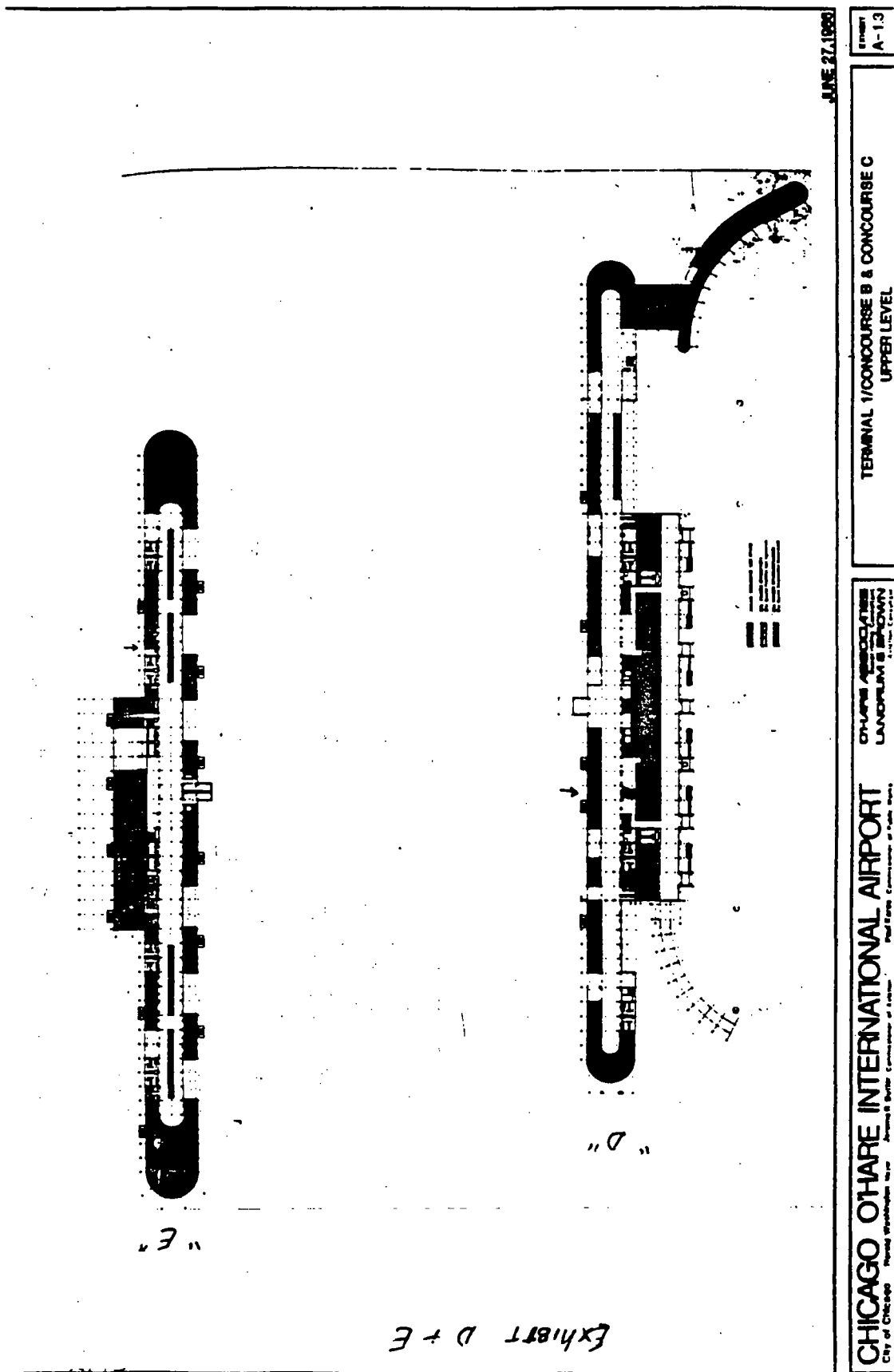


EXHIBIT "C"

TERMINAL 3C  
SCALE 1/32"

UPPER LEVEL  
2.7.86





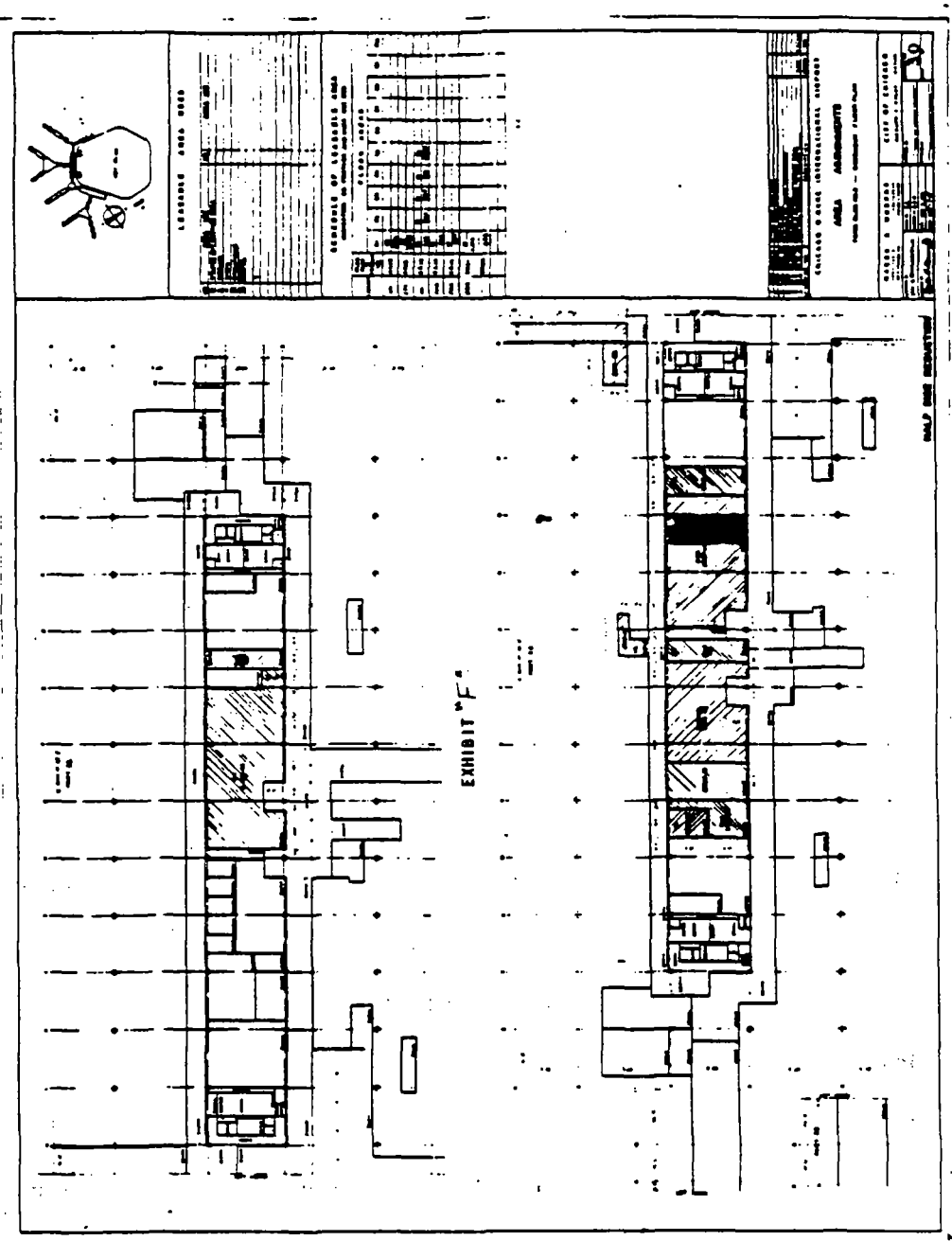


EXHIBIT G

(DOA will insert)

(Continued from page 16212)

| Product                                                                    | Percentage License Fee |
|----------------------------------------------------------------------------|------------------------|
| Fragrances*                                                                | 17-1/2%                |
| Non-Prescription Drugs                                                     | 17-1/2%                |
| Drug Sundries:                                                             | 17-1/2%                |
| Facial Tissue                                                              |                        |
| Ladies Sanitary Items                                                      |                        |
| Baby Care                                                                  |                        |
| Cotton Balls                                                               |                        |
| First Aid Products                                                         |                        |
| Elastic Goods                                                              |                        |
| Foot Pads                                                                  |                        |
| Cleaners                                                                   |                        |
| Soap                                                                       |                        |
| Wax                                                                        |                        |
| Hair Curlers                                                               |                        |
| Dryers                                                                     |                        |
| Film (except Elsons or a successor or replacement concessionaire may sell) |                        |

\* Except two lines of fragrances that may be offered for sale by specialty shops as incidental to their operations.

| Product | Percentage License Fee |
|---------|------------------------|
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| Flashcubes (except Elsons or a successor or replacement concessionaire may sell) |  |
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| Batteries (except Elsons or a successor or replacement concessionaire may sell) |  |
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| Electric Razors |  |
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| Toiletries (except for bath or bath-related items that are not part of an entire fragrance line carried by Licensee): |  |
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|  | 17-1/2% |
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| Deodorants |  |
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| Feminine Deodorants |  |
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| Combs, Brushes, Rollers |  |
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| Shampoos |  |
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| Hair Spray |  |
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| Hair Setting |  |
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| Hair Color |  |
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| Manicure Implements |  |
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| Men's Hair Prep. |  |
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| Toothpaste |  |
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| Denture products |  |
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| Mouthwash |  |
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| Oral Hygiene Accessories |  |
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| Wets & Drys |  |
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|--------------|--|
| Suntan Prep. |  |
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| Product              | Percentage License Fee |
|----------------------|------------------------|
| Blades & Razors      |                        |
| Shaving Cream        |                        |
| Shaving Lotion       |                        |
| Acne Prep.           |                        |
| Soap                 |                        |
| Hand and Face Lotion |                        |
| Cotton Balls, Pads   |                        |
| Depilatories         |                        |
| Douche Prep.         |                        |
| Disposable Diapers   |                        |

B) Non-Exclusives.

Licensee shall be permitted to sell the following products on a non-exclusive basis and shall pay the percentage fee as indicated next to each item:

| Product                                                    | Percentage License Fee |
|------------------------------------------------------------|------------------------|
| Travel Accessories:                                        | 40%                    |
| Plastic Travel Containers                                  |                        |
| Luggage Carts                                              |                        |
| Luggage Tags                                               |                        |
| Electric Converters                                        |                        |
| Travel Door Knob Alarms                                    |                        |
| Travel Irons                                               |                        |
| Electric or Battery Operated<br>Travel Curlers and Rollers |                        |

| Product                                             | Percentage License Fee |
|-----------------------------------------------------|------------------------|
| Wrinkle-Free Steamers                               |                        |
| Lint Brushes                                        |                        |
| Electric or Battery Operated<br>Compact Hair Dryers |                        |
| Travel Alarm Clocks                                 |                        |
| Portable Massage Machines                           |                        |
| Business Accessories:                               | 40%                    |
| Calculators                                         |                        |
| Stationery                                          |                        |
| Pens/Pencils                                        |                        |
| Staplers                                            |                        |
| Business Card Cases                                 |                        |
| Pocket Address Books                                |                        |
| Rubber Bands                                        |                        |
| Magic Markers                                       |                        |
| Portable Desk Travel Sets                           |                        |
| Cameras                                             | 17-1/2%                |
| Novelties:                                          | 17-1/2%                |
| Various Key Rings and Chains                        |                        |
| Yes and Know--Activity Booklets                     |                        |
| Price, Stern and Solan--Comic<br>Slogans            |                        |
| Buttons                                             |                        |

| Product                                                                                                                                   | Percentage License Fee |
|-------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| Patches                                                                                                                                   |                        |
| Stickers                                                                                                                                  |                        |
| Gumball Machines                                                                                                                          |                        |
| Novelty Banks                                                                                                                             |                        |
| Stationery                                                                                                                                | 40%                    |
| Playing Cards                                                                                                                             | 40%                    |
| Greeting Cards                                                                                                                            | 17-1/2%                |
| (limited to two (2) revolving<br>racks per concession operations<br>space)                                                                |                        |
| Hosiery                                                                                                                                   | 17-1/2%                |
| Sunglasses                                                                                                                                | 40%                    |
| Costume Jewelry                                                                                                                           | 17-1/2%                |
| (Limited to five (5) linear feet<br>of display space per concession<br>operations space. No combination<br>silver and turquoise jewelry.) |                        |
| Tobacco Products and Accessories                                                                                                          | 17-1/2%                |
| Candies, Confections and Other<br>Prepackaged Snack Foods:                                                                                | 17-1/2%                |
| (Excluding health snacks (e.g. yogurt<br>covered fruits and nuts and dried<br>fruit. Licensee is limited to                               |                        |



| Product                                                                                                                                                                                                                                                                                                       | Percentage License Fee |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| three (3) linear feet of display space<br>per concession operations space<br>for boxed chocolate candy.)                                                                                                                                                                                                      |                        |
| Nail Files                                                                                                                                                                                                                                                                                                    | 17-1/2%                |
| Toys<br><br>(limited to items priced less<br>than \$10.00 and no more than<br>10 linear feet of display<br>space per concession<br>operations space)                                                                                                                                                          | 17-1/2%                |
| Souvenirs<br><br>(Priced over \$10 and increased<br>annually based on changes in<br>the Consumer Price Index for<br>all Urban Workers, Chicago,<br>Illinois and Northwest Indiana,<br>all items Series A (1967 = 100).<br>No more than 15 linear feet of<br>display area per concession<br>operations space.) | 17-1/2%                |

*Exhibit "T"*

*Merchandise Price List.*

| Item | Brand | Description                     | Price   |
|------|-------|---------------------------------|---------|
| 0343 |       | Animated Musical T.V. Money Box | \$ 9.75 |
| 0050 |       | Autopack                        | 13.50   |

| Item | Brand | Description                                      | Price   |
|------|-------|--------------------------------------------------|---------|
| 0412 |       | Assorted Car Make Key Chains                     | \$ 2.99 |
| 0640 |       | Card Games Deal-A-Word                           | 5.95    |
| 0632 |       | Chicago Assorted Size Postcards                  | 0.35    |
| 0361 |       | Color By Numbers Story Book                      | 0.59    |
| 0880 |       | Designer Sunglasses                              | 22.00   |
| 9873 |       | Designer Sunglasses                              | 47.00   |
| 0875 |       | Designer Sunglasses                              | 52.00   |
| 0876 |       | Designer Sunglasses                              | 76.00   |
| 0878 |       | Designer Sunglasses                              | 105.00  |
| 0879 |       | Designer Sunglasses                              | 122.00  |
| 0874 |       | Designer Sunglasses                              | 161.00  |
| 0861 |       | Designer Tie Chains                              | 22.50   |
| 0882 |       | Designer Tie Chains                              | 27.50   |
| 1029 |       | Frosted Top Bowl                                 | 12.95   |
| 0504 |       | Good & Plenty 2.75 oz. Box                       | 0.95    |
| 0613 |       | Highlighting Marker                              | 1.25    |
| 0179 |       | Large Slot Machine Bank                          | 19.00   |
| 0192 |       | Magnetic Travel Chess Set                        | 18.00   |
| 0358 |       | Metal Racer                                      | 2.25    |
| 1626 |       | Moustache Grooming Kit                           | 15.00   |
| 0064 |       | New Travel Size Spotless In-Between<br>Dry Clean | 3.25    |
| 1625 |       | Office Accessories Supply Kit                    | 18.75   |

| Item | Brand | Description                            | Price    |
|------|-------|----------------------------------------|----------|
| 0347 |       | OK Building Blocks 603 142PCS          | \$ 14.95 |
| 0436 |       | Old Fashioned Caramel 12 oz. Box       | 6.25     |
| 1190 |       | Pearl Necklace and Oyster Ceramic Bowl | 79.95    |
| 0351 |       | Play & Learn Clock & Count             | 4.95     |
| 0279 |       | Porcelain Souvenirs                    | 10.00    |
| 0278 |       | Porcelain Souvenirs                    | 11.50    |
| 0274 |       | Porcelain Souvenirs                    | 11.95    |
| 0272 |       | Porcelain Souvenirs                    | 12.95    |
| 0280 |       | Porcelain Souvenirs                    | 13.95    |
| 0727 |       | Quilted Souvenir Bib                   | 15.00    |
| 0341 |       | Robot Car Remote Control 830           | 4.95     |
| 1650 |       | Shell Jewelry Bowl with cover          | 29.50    |
| 1628 |       | Shoe Horn Lint Brush                   | 15.00    |
| 0184 |       | Small Slot Machine Bank                | 12.95    |
| 0281 |       | Souvenir Porcelain Steins              | 10.50    |
| 1620 |       | Souvenir Shoe Horn                     | 15.00    |
| 0603 |       | Tobacco Pipes                          | 13.50    |
| 0609 |       | Tobacco Pipes                          | 17.50    |
| 0606 |       | Tobacco Pipes                          | 20.00    |
| 0605 |       | Tobacco Pipes                          | 22.50    |
| 0607 |       | Tobacco Pipes                          | 25.00    |
| 0601 |       | Tobacco Pipes                          | 30.00    |
| 0608 |       | Tobacco Pipes                          | 32.50    |

| Item | Brand                  | Description                                  | Price   |
|------|------------------------|----------------------------------------------|---------|
| 0604 |                        | Tobacco Pipes                                | \$45.00 |
| 0190 |                        | Travel Backgammon Game                       | 39.00   |
| 1629 |                        | Wooden Cat with 2 Pockets                    | 22.50   |
| 0255 | A. & C. Granadiers     | Cigar                                        | 2.30    |
| 1395 | Absorbine Jr.          | Ointment 1 oz.                               | 2.45    |
| 1412 | Ace                    | Elastic Bands 2 yards<br>long, 2 inches wide | 5.15    |
| 1413 | Ace                    | Elastic Bands 2-1/2 inches wide              | 4.39    |
| 1414 | Ace                    | Elastic Bands 3 inches wide                  | 6.25    |
| 1415 | Ace                    | Elastic Bands 4 inches wide                  | 7.75    |
| 1416 | Ace                    | Knee Supporters                              | 9.25    |
| 1417 | Ace                    | Wrist Supporters                             | 6.05    |
| 1500 | Actifed                | Nasal Decongestant 24 tablets                | 7.75    |
| 1324 | Adolfo                 | After Shave 2 oz.                            | 16.50   |
| 0995 | Adolfo                 | Bath and Body Perfume 2 oz.                  | 17.00   |
| 0997 | Adolfo                 | Cologne Spray 2 oz.                          | 27.00   |
| 1323 | Adolfo                 | Cologne 2 oz.                                | 21.50   |
| 0996 | Adolfo                 | Cologne 2 oz.                                | 25.00   |
| 1325 | Adolfo                 | Spray Cologne 2 oz.                          | 23.00   |
| 1322 | Adolfo                 | Spray Cologne 4 oz.                          | 30.50   |
| 1475 | Afrin                  | Nasal Spray 1/2 oz.                          | 6.89    |
| 0726 | Airline Textile<br>Co. | Travel Bags                                  | 24.95   |
| 0894 | Albert Nipon           | Body Powder 5 oz.                            | 24.50   |

| Item | Brand                | Description                      | Price   |
|------|----------------------|----------------------------------|---------|
| 0896 | Albert Nipon         | Body Cream 9 oz.                 | \$29.00 |
| 0895 | Albert Nipon         | Body Treatment 8 oz.             | 22.00   |
| 0898 | Albert Nipon         | Eau De Toilette 1.7 oz.          | 25.50   |
| 0897 | Albert Nipon         | Eau De Toilette 3.2 oz.          | 40.50   |
| 0900 | Albert Nipon         | Soft Perfume .25 oz.             | 52.00   |
| 0899 | Albert Nipon         | Soft Perfume .5 oz.              | 19.50   |
| 1466 | Alberto VO5          | Conditioner 1.5 oz.              | 5.45    |
| 1530 | Alcon                | Contact Lens Case 1/box          | 1.79    |
| 0360 | Alex Wilson          | Greatest Activity Pad            | 1.25    |
| 0359 | Alex Wilson          | Magic Pad                        | 1.49    |
| 1479 | Alka Seltzer         | Antacid Formula--12 tablets      | 3.15    |
| 1438 | Alka Seltzer<br>Plus | 20 tablets/box                   | 6.45    |
| 1349 | All Others           | Cigarettes                       | 2.00    |
| 1503 | Allerest             | Hay Fever Medicine 24 tablets    | 5.45    |
| 1531 | Allergan             | Contact Lens Carrying Case 1/box | 8.79    |
| 1528 | Allergan             | Eyedrops 1/2 oz.                 | 10.15   |
| 0466 | Almond Joy Mars      | Candy Bars                       | 0.74    |
| 0246 | Alpha Designer       | Pipes                            | 14.00   |
| 0242 | Alpha Designer       | Pipes                            | 18.00   |
| 0247 | Alpha Designer       | Pipes                            | 22.50   |
| 0244 | Alpha Designer       | Pipes                            | 27.00   |
| 0245 | Alpha Designer       | Pipes                            | 30.00   |
| 0243 | Alpha Designer       | Pipes                            | 33.00   |

| Item | Brand                | Description                              | Price   |
|------|----------------------|------------------------------------------|---------|
| 0622 | Altoids Curaci Stron | Peppermints 1-3/4 oz.                    | \$ 2.50 |
| 0975 | Alyssa Ashley        | Cologne 4 oz.                            | 9.00    |
| 0974 | Alyssa Ashley        | Dusting Powder 4 oz.                     | 9.00    |
| 0976 | Alyssa Ashley        | Spray Mist 2 oz.                         | 9.50    |
| 0919 | Amber Rose           | Bath and Shower Gel 6 oz.                | 21.50   |
| 0921 | Amber Rose           | Bath Powder Perfume 6 oz.                | 39.50   |
| 0920 | Amber Rose           | Body Cream Perfume 6.6 oz.               | 47.50   |
| 0917 | Amber Rose           | Body Lotion 6 oz.                        | 42.00   |
| 0915 | Amber Rose           | Cologne Spray 3 oz.                      | 37.00   |
| 0914 | Amber Rose           | Eau De Toilette Natural<br>Spray 2.5 oz. | 45.00   |
| 0916 | Amber Rose           | Eau De Toilette Natural<br>Spray 6 oz.   | 70.50   |
| 0913 | Amber Rose           | Eau De Toilette 2.5 oz.                  | 42.00   |
| 0909 | Amber Rose           | Perfume .25 oz.                          | 62.00   |
| 0911 | Amber Rose           | Perfume .5 oz.                           | 102.00  |
| 0910 | Amber Rose           | Perfume Refill .25 oz.                   | 52.00   |
| 0912 | Amber Rose           | Perfume Vaporisateur De Sac<br>.25 oz.   | 64.00   |
| 0918 | Amber Rose           | Perfumed Soap 3.3 oz.                    | 11.50   |
| 0595 | American             | Twirl Pop 5 oz.                          | 1.49    |
| 0631 | American Greeting    | All-In-One Fashion Wrap<br>and Trims     | 2.30    |
| 0630 | American Greeting    | Assorted Greeting Cards                  | 0.80    |
| 0629 | American Greeting    | Assorted Greeting Cards                  | 0.90    |

| Item | Brand             | Description                                 | Price   |
|------|-------------------|---------------------------------------------|---------|
| 0627 | American Greeting | Assorted Greeting Cards                     | \$ 1.00 |
| 0628 | American Greeting | Assorted Greeting Cards                     | 1.25    |
| 0637 | American Greeting | Assorted Greeting Cards                     | 1.50    |
| 0639 | American Greeting | Assorted Greeting Cards                     | 2.00    |
| 0638 | American Greeting | Assorted Greeting Cards                     | 2.50    |
| 1512 | Amosan            | Mouth Rinse 1.2 oz.                         | 6.25    |
| 0950 | Anais Anais       | Eau De Toilette Atomiseur<br>3.2 oz.        | 35.50   |
| 0949 | Anais Anais       | Eau De Toilette 1.7 oz.                     | 27.00   |
| 0952 | Anais Anais       | Perfume Recharge .25 oz.                    | 43.75   |
| 0951 | Anais Anais       | Perfume 80ml.                               | 32.95   |
| 0070 | Andria            | Fresh Ups 130/pck.                          | 3.50    |
| 0060 | Andria            | Freshen Eyes                                | 4.25    |
| 0074 | Andria            | Gentle Cream Bleach for<br>the Face 1.5 oz. | 6.00    |
| 0073 | Andria            | Gentle Hair Remover for<br>the Face 2 oz.   | 6.00    |
| 0071 | Andria            | Nail Color Remover Pads (14)                | 2.70    |
| 0047 | Andria Eyes       | Extremely Gentle Eye Makeup<br>Remover Pads | 4.25    |
| 0068 | Andria Mod Lashes | False Eyelashes                             | 3.29    |
| 1066 | Anne Klein        | Body Cream 6.7 oz.                          | 37.00   |
| 1061 | Anne Klein        | Dusting Powder 6.7 oz.                      | 22.00   |
| 1062 | Anne Klein        | Foaming Gel 4.1 oz.                         | 17.00   |
| 0860 | Anne Klein        | Key Case                                    | 20.25   |

| Item | Brand      | Description                       | Price   |
|------|------------|-----------------------------------|---------|
| 1068 | Anne Klein | Perfume .25 oz.                   | \$57.00 |
| 1063 | Anne Klein | Perfume Body Lotion 5 oz.         | 22.00   |
| 1060 | Anne Klein | Perfume Soap 3.3 oz.              | 10.50   |
| 1065 | Anne Klein | Perfume Spray 1.7 oz.             | 30.50   |
| 1064 | Anne Klein | Perfume Spray 3.30 oz.            | 45.00   |
| 1067 | Anne Klein | Perfume 1.7 oz.                   | 25.00   |
| 0858 | Anne Klein | Wallets                           | 15.00   |
| 0857 | Anne Klein | Wallets                           | 39.00   |
| 0859 | Anne Klein | Wallets                           | 54.00   |
| 1350 | Aquafilter | Cigarette Filters 10/pck.         | 3.39    |
| 1527 | Aquafresh  | Toothpaste 1.4 oz.                | 1.39    |
| 0085 | AquaNet    | Hairspray 2.5 oz.                 | 1.49    |
| 0082 | AquaNet    | Hairspray 9 oz.                   | 2.79    |
| 0088 | Arrid      | Deodorant 1.0 oz.                 | 3.75    |
| 0922 | Arpege     | Extrait .25 oz.                   | 57.00   |
| 0924 | Arpege     | Natural Spray Refill 2 oz.        | 22.00   |
| 0925 | Arpege     | Natural Spray Refillable 2 oz.    | 29.00   |
| 0923 | Arpege     | Perfumed Soap 2.8 oz.             | 13.00   |
| 0094 | Arrid      | Spray 2.5 oz.                     | 4.25    |
| 1475 | Atra       | Razor w/20 blades                 | 8.45    |
| 1458 | Atra       | Shaving Blades 5/pck.             | 5.45    |
| 0037 | Atrina     | Bed Caddy                         | 12.00   |
| 0096 | Atrina     | Handy Hand Purse Size Launderette | 5.50    |



| Item | Brand     | Description                      | Price   |
|------|-----------|----------------------------------|---------|
| 0066 | Atrina    | Instant Shoe Shine Pads 10/box   | \$ 3.50 |
| 0047 | Atrina    | Makeup bags                      | 7.00    |
| 0043 | Atrina    | Makeup bags                      | 8.00    |
| 0048 | Atrina    | Makeup bags                      | 9.00    |
| 0039 | Atrina    | Makeup bags                      | 12.00   |
| 0038 | Atrina    | Makeup bags                      | 13.00   |
| 0040 | Atrina    | Makeup bags                      | 14.00   |
| 0046 | Atrina    | Makeup bags                      | 19.00   |
| 0052 | Atrina    | Plastic Makeup bags              | 11.99   |
| 0061 | Atrina    | Sponges--Loofa                   | 4.00    |
| 0062 | Atrina    | Swiss Sponge                     | 2.50    |
| 0594 | Austin    | Cheese and Peanut Butter 1.4 oz. | 0.60    |
| 0593 | Austin    | Cheese on Cheese 1.4 oz.         | 0.60    |
| 0591 | Austin    | Choco Creams 1.8 oz.             | 0.60    |
| 0592 | Austin    | Combo Cheese 1.4 oz.             | 0.60    |
| 0524 | Austin    | Lemon O's Cookies 1.8 oz.        | 0.60    |
| 1344 | Azzaro    | After Shave 2.5 oz.              | 18.50   |
| 1343 | Azzaro    | After Shave 4.25 oz.             | 26.50   |
| 1345 | Azzaro    | Eau De Toilette 2.4 oz.          | 25.00   |
| 1342 | Azzaro    | Eau De Toilette 3-3/8 oz.        | 36.00   |
| 1550 | B & D     | Oral Thermometer                 | 2.59    |
| 0337 | B-O Toys  | Concord Jet Car                  | 9.95    |
| 0467 | Baby Ruth | Candy Bar                        | 0.98    |

| Item | Brand         | Description                                 | Price   |
|------|---------------|---------------------------------------------|---------|
| 1399 | Bactine       | First Aid Spray 2 oz.                       | \$ 3.15 |
| 0101 | Bain De Solei | Suntan Lotion No. 2 3-1/8 oz.               | 7.00    |
| 0100 | Bain De Solei | Suntan Lotion No. 4 3-1/8 oz.               | 7.00    |
| 1110 | Balenciaga    | Eau De Toilette 1 oz.                       | 20.00   |
| 1109 | Balenciaga    | Natural Spray 2 oz.                         | 27.00   |
| 0087 | Ban           | Deodorant 1.5 fl. oz.                       | 4.49    |
| 0078 | Barielle      | Clearly Noticeable Nail 0.5 fl. oz.         | 13.50   |
| 0075 | Barielle      | Cuticle Minimizer .50 oz.                   | 7.50    |
| 0079 | Barielle      | Instant Liquid Nail Hardener<br>0.5 fl. oz. | 11.00   |
| 0077 | Barielle      | Intensive Nighttime Nail Removal<br>.50 oz. | 16.00   |
| 0076 | Barielle      | Nail Strengthener Cream .40 oz.             | 8.50    |
| 0080 | Barielle      | Nail Strengthener Cream 1 oz.               | 13.50   |
| 1533 | Barneshind    | Soquette 4 oz.                              | 10.00   |
| 1532 | Barneshind    | Wetting Solution 2 oz.                      | 8.75    |
| 1529 | Bausch & Lomb | Cleaner for Contact Lenses .5 oz.           | 7.35    |
| 1539 | Bausch & Lomb | Lens Cloth 24/pck.                          | 0.75    |
| 1441 | Ben Gay       | Minor Arthritis and Muscle Ache<br>1.25 oz. | 3.75    |
| 1478 | Bengedrex     | Inhaler                                     | 5.15    |
| 0473 | Big Block     | Candy Bar                                   | 0.85    |
| 0518 | Big Stuff     | Oreo Cookies 2.7 oz.                        | 0.60    |
| 0901 | Bill Blass    | After Bath Powder 5 oz.                     | 32.00   |

| Item | Brand         | Description                                  | Price   |
|------|---------------|----------------------------------------------|---------|
| 0902 | Bill Blass    | Bath Soap Trio 11.4 oz.                      | \$30.00 |
| 0903 | Bill Blass    | Cologne Spray Natural 2.65 oz.               | 41.00   |
| 0904 | Bill Blass    | Cologne Spray 1.15 oz.                       | 22.00   |
| 0905 | Bill Blass    | Perfume 5.2 oz.                              | 67.00   |
| 1509 | Binaca        | Breath Spray .2 oz.                          | 3.49    |
| 0530 | Blue Diamond  | Smoke House Almonds 2-1/2 oz. bag            | 1.29    |
| 1601 | Blue Mountain | Greeting Cards                               | 1.95    |
| 1602 | Blue Mountain | Greeting Cards                               | 2.25    |
| 1603 | Blue Mountain | Greeting Cards                               | 3.50    |
| 1012 | Bob Mackie    | Eau De Toilette Spray 1-2/3 oz.              | 37.00   |
| 1011 | Bob Mackie    | Eau De Toilette 1-2/3 oz.                    | 35.00   |
| 0551 | Brachs Candy  | Butterscotch 5-1/4 oz. bag                   | 1.25    |
| 0553 | Brachs Candy  | Caramel Bullys 5 oz. bag                     | 1.25    |
| 0557 | Brachs Candy  | Chocolate Malted Milk Balls<br>7-1/4 oz. bag | 2.75    |
| 0558 | Brachs Candy  | Chocolate Stars 7-1/4 oz. bag                | 2.75    |
| 0548 | Brachs Candy  | Coffee 2-3/4 oz.                             | 1.25    |
| 0556 | Brachs Candy  | French Burnt Peanuts 3-3/4 oz. bag           | 1.25    |
| 0552 | Brachs Candy  | Jelly Beans 6-3/4 oz. bag                    | 1.25    |
| 0554 | Brachs Candy  | Jelly Nuggets 5 oz. bag                      | 1.25    |
| 0555 | Brachs Candy  | Lemon Drops 5-1/2 oz. bag                    | 1.25    |
| 0549 | Brachs Candy  | Licorice Twists 6-1/2 oz. bag                | 1.25    |
| 0626 | Brachs Candy  | Nut Goodies 3-1/2 oz. bag                    | 1.25    |

| Item | Brand              | Description                                     | Price   |
|------|--------------------|-------------------------------------------------|---------|
| 0545 | Brachs Candy       | Orange Slices 8 oz. bag                         | \$ 1.25 |
| 0550 | Brachs Candy       | Sour Balls 5-1/4 oz. bag                        | 1.25    |
| 0547 | Brachs Candy       | Sparkles Asst. Flavor Starlight Mints 4-3/4 oz. | 1.25    |
| 0544 | Brachs Candy       | Spearmint 8 oz. bag                             | 1.25    |
| 0546 | Brachs Candy       | Sunbeam Kisses 4-3/4 oz.                        | 1.25    |
| 0107 | Breck              | Shampoo 7 oz.                                   | 2.75    |
| 1436 | Bromo Seltzer      | Liquid 2-5/8 oz.                                | 3.05    |
| 1379 | Brylcream          | Hair Cream 1.5 oz.                              | 3.95    |
| 0834 | Bunel              | Watch                                           | 66.00   |
| 0335 | Burago Toys        | Ferrari 512 BB Daytona                          | 4.95    |
| 0338 | Burago Toys        | 1/43 Model BMW MI IMSA                          | 4.95    |
| 0334 | Burago Toys        | 1/43 Model Lancia Beta Martini                  | 4.95    |
| 0468 | Butterfinger       | Candy Bar                                       | 0.98    |
| 0945 | C. Forever Crystal | Dusting Powder 5 oz.                            | 17.50   |
| 0948 | C. Forever Crystal | Eau De Toilette Spray .5 oz.                    | 11.75   |
| 0947 | C. Forever Crystal | Eau De Toilette Spray .8 oz.                    | 17.00   |
| 0946 | C. Forever Crystal | Eau De Toilette Spray 1.8 oz.                   | 22.00   |
| 1013 | Cabochard          | Eau De Toilette 1 oz.                           | 16.00   |
| 1402 | Caladryl           | Lotion 2-1/2 oz.                                | 5.65    |
| 1573 | Calm-X             | Motion Sickness 16 tablets                      | 3.75    |
| 1400 | Campophenique      | Lotion .75 oz.                                  | 3.75    |
| 0220 | Captain Black      | Royal Tobacco                                   | 1.95    |
| 1238 | Captain Molyneux   | After Shave 2 oz.                               | 18.00   |

| Item | Brand              | Description                             | Price   |
|------|--------------------|-----------------------------------------|---------|
| 1239 | Captain Molyneux   | After Shave 4.2 oz.                     | \$28.00 |
| 1241 | Captain Molyneux   | After Shave 4.2 oz.                     | 30.50   |
| 1240 | Captain Molyneux   | Eau De Toilette 1 oz.                   | 15.50   |
| 0400 | Caribbean Royals   | Cigars                                  | 2.35    |
| 1454 | Carmex             | 1/4 oz. Jar                             | 0.89    |
| 0288 | Carousel           | Bubble Gum Refill                       | 4.85    |
| 0286 | Carousel           | Junior Antiqued Gumball Machine         | 24.50   |
| 0287 | Carousel           | Petite Antiqued Gumball Machine         | 23.85   |
| 1328 | Carrington         | After Shave 3.4 oz.                     | 17.00   |
| 1329 | Carrington         | Cologne 1.7 oz.                         | 15.00   |
| 1327 | Carrington         | Cologne 3.4 oz.                         | 23.50   |
| 1326 | Carrington         | Spray Cologne 3.4 oz.                   | 24.50   |
| 1451 | Carroll            | Epsom Salt 4 oz.                        | 1.90    |
| 1545 | Carroll Magnesium  | Oral Solution 10 oz.                    | 1.69    |
| 0236 | Carson             | Mini-Slim Deluxe Stereo Cassette Player | 72.50   |
| 0237 | Carson             | 1931 Classic Car Radio                  | 11.95   |
| 1561 | Carter's           | Laxative 30 pills/box                   | 3.85    |
| 0193 | Casio              | Travel Electric Hair Dryer              | 13.50   |
| 0611 | Cavandish & Harvey | Lemon Drops 7 oz.                       | 3.50    |
| 0612 | Cavandish & Harvey | Mint Carmel Drops 7 oz.                 | 3.50    |
| 1485 | Cepacol            | Lozenges 18/box                         | 4.70    |
| 1580 | Chapstick          | .15 oz.                                 | 1.35    |

| Item | Brand          | Description                      | Price   |
|------|----------------|----------------------------------|---------|
| 1032 | Charlie        | Cologne Spray 1.15 oz.           | \$13.00 |
| 1033 | Charlie        | Cologne Spray 2 oz.              | 15.50   |
| 1104 | Chloe          | Perfume .25 oz.                  | 54.50   |
| 1105 | Chloe          | Poudre De Fain Moussante 8.8 oz. | 32.50   |
| 1106 | Chloe          | Poudre Perfume 5.25 oz.          | 30.00   |
| 1495 | Chlor-Trimeton | 12 ml. Capsules 12 tablets/box   | 7.15    |
| 1484 | Chloraseptic   | Throat Lozenges 18/box           | 3.95    |
| 0793 | Christian Dior | Earrings                         | 33.75   |
| 0795 | Christian Dior | Earrings                         | 39.50   |
| 0794 | Christian Dior | Earrings                         | 45.00   |
| 0789 | Christian Dior | Necklace                         | 50.95   |
| 0788 | Christian Dior | Necklace                         | 53.50   |
| 0790 | Christian Dior | Necklace                         | 56.25   |
| 0787 | Christian Dior | Necklace                         | 61.95   |
| 0797 | Christian Dior | Necklace                         | 78.95   |
| 0796 | Christian Dior | Pendant Broach                   | 50.65   |
| 0792 | Christian Dior | Rings                            | 45.00   |
| 0791 | Christian Dior | Rings                            | 67.50   |
| 1031 | Ciara          | Cologne Spray .95 oz.            | 16.00   |
| 1030 | Ciara          | Cologne 2-3/8 oz.                | 19.50   |
| 1439 | Clearasil      | Blemish Stick 1/8 oz.            | 5.45    |
| 0058 | Coats & Clark  | Safety Pins 50 count             | 1.95    |

| Item | Brand         | Description            | Price   |
|------|---------------|------------------------|---------|
| 0056 | Coats & Clark | Sewing Kit             | \$ 2.59 |
| 1526 | Colgate       | Toothpaste 1.5 oz.     | 1.39    |
| 1525 | Colgate       | Toothpaste 3 oz.       | 2.39    |
| 0869 | Colibri       | Address Cases          | 16.95   |
| 0872 | Colibri       | Card Holder            | 18.95   |
| 0871 | Colibri       | Card Holder            | 19.95   |
| 0870 | Colibri       | Card Holder            | 20.95   |
| 0156 | Colibri       | Gold & Silver Lighters | 19.95   |
| 0157 | Colibri       | Gold & Silver Lighters | 28.95   |
| 0153 | Colibri       | Gold & Silver Lighters | 34.95   |
| 0154 | Colibri       | Gold & Silver Lighters | 36.95   |
| 0155 | Colibri       | Gold & Silver Lighters | 41.95   |
| 0694 | Colibri       | Key Chains             | 12.95   |
| 0695 | Colibri       | Key Chains             | 17.95   |
| 0693 | Colibri       | Key Chains             | 21.95   |
| 0691 | Colibri       | Key Chains 18K Gold    | 15.95   |
| 0692 | Colibri       | Key Chains 18K Gold    | 20.95   |
| 0690 | Colibri       | Key Chains 18K Gold    | 23.95   |
| 0867 | Colibri       | Manicure Sets          | 17.95   |
| 0868 | Colibri       | Manicure Sets          | 35.25   |
| 0684 | Colibri       | Money Clips 18K Gold   | 14.95   |
| 0683 | Colibri       | Money Clips 18K Gold   | 15.95   |
| 0689 | Colibri       | Money Clips 18K Gold   | 17.95   |

| Item | Brand               | Description                          | Price   |
|------|---------------------|--------------------------------------|---------|
| 0686 | Colibri             | Money Clips 18K Gold                 | \$18.95 |
| 0687 | Colibri             | Money Clips 18K Gold                 | 21.95   |
| 0681 | Colibri             | Money Clips 18K Gold                 | 23.95   |
| 0682 | Colibri             | Money Clips 18K Gold                 | 24.95   |
| 0688 | Colibri             | Money Clips 18K Gold                 | 26.95   |
| 0685 | Colibri             | Money Clips 18K Gold                 | 28.95   |
| 0864 | Colibri             | Pen Sets                             | 21.95   |
| 0863 | Colibri             | Pen Sets                             | 37.00   |
| 0865 | Colibri             | Pen Sets                             | 47.00   |
| 0866 | Colibri             | Pen Sets                             | 49.50   |
| 0702 | Colibri             | Pocket Knives 18K Gold               | 23.95   |
| 0704 | Colibri             | Pocket Knives 18K Gold               | 28.95   |
| 0703 | Colibri             | Pocket Knives 18K Gold               | 33.95   |
| 0701 | Colibri             | Tie Clips 18K Gold                   | 11.95   |
| 0699 | Colibri             | Tie Clips 18K Gold                   | 13.95   |
| 0698 | Colibri             | Tie Clips 18K Gold                   | 16.95   |
| 0697 | Colibri             | Tie Clips 18K Gold                   | 17.95   |
| 0700 | Colibri             | Tie Clips 18K Gold                   | 20.95   |
| 0696 | Colibri             | Tie Clips 18K Gold                   | 26.95   |
| 0833 | Colibri             | Traveling Alarm                      | 45.00   |
| 1538 | Collyrium           | Eye Solution 6 oz.                   | 5.55    |
| 0954 | Colonia Design 4711 | Colognette Refreshing Tissue 10/pck. | 5.50    |
| 0953 | Colonia Design 4711 | Dusting Powder 4 oz.                 | 13.00   |



| Item | Brand                | Description                           | Price   |
|------|----------------------|---------------------------------------|---------|
| 0955 | Colonia Design 4711  | Natural Spray 202                     | \$11.50 |
| 0956 | Colonia Design 4711  | Natural Spray 3.3 oz.                 | 14.50   |
| 0957 | Colonia Design 4711  | Original Cologne 3.3 oz.              | 14.00   |
| 0958 | Colonia Design 4711  | Original Cologne 5 oz.                | 18.00   |
| 0959 | Colonia Design 4711  | Original Cologne 6.7 oz.              | 19.50   |
| 0009 | Colonia, Inc.        | Levendel Soaps 3.4 oz.                | 12.00   |
| 1496 | Comtrex              | Cough Relief 24 tablets               | 7.15    |
| 1251 | Consolidated Cutlery | Traveling Kit                         | 32.50   |
| 1247 | Consolidated Cutlery | Traveling Kit                         | 36.95   |
| 1502 | Contact              | Caplets 10/box                        | 6.59    |
| 0798 | Contessa             | Bracelet                              | 45.00   |
| 0802 | Contessa             | Necklace                              | 67.50   |
| 0800 | Contessa             | Rings                                 | 19.50   |
| 0799 | Contessa             | Rings                                 | 31.25   |
| 0801 | Contessa             | Rings                                 | 37.50   |
| 0105 | Coppertone           | Nose Coat 7/16 oz.                    | 4.69    |
| 0102 | Coppertone           | Suntan Lotion No. 2 4 fl oz.          | 7.15    |
| 0103 | Coppertone           | Suntan Lotion No. 4 4 fl oz.          | 7.15    |
| 0104 | Coppertone           | Suntan Lotion No. 6 4 fl oz.          | 9.05    |
| 1498 | Coricidin D          | 12 tablets/box                        | 3.65    |
| 1497 | Coricidin D          | 12 tablets/box                        | 3.85    |
| 0520 | Corn Nuts            | BBQ Toasted Corn 5.6 oz. bag          | 1.40    |
| 0521 | Corn Nuts            | Nacho Cheese Toasted Corn 2.2 oz. bag | 0.70    |

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## REPORTS OF COMMITTEES

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| Item | Brand      | Description                 | Price   |
|------|------------|-----------------------------|---------|
| 1547 | Correctol  | Laxative 30 tablets/box     | \$ 5.89 |
| 1246 | Coty       | After Shave 2 oz.           | 7.00    |
| 1242 | Coty       | After Shave 4 oz.           | 9.50    |
| 0981 | Coty       | Cologne Spray .8 oz.        | 6.95    |
| 0978 | Coty       | Cologne Spray 2.5 oz.       | 13.50   |
| 1245 | Coty       | Cologne 2 oz.               | 8.95    |
| 1243 | Coty       | Cologne 4 oz.               | 10.95   |
| 0977 | Coty       | Dusting Powder 4 oz.        | 9.50    |
| 0982 | Coty       | Perfume Concentrate .33 oz. | 7.00    |
| 0980 | Coty       | Regular Cologne 1.2 oz.     | 9.00    |
| 1244 | Coty       | Spray Cologne 1.5 oz.       | 8.95    |
| 0979 | Coty       | Spray Cologne 1.5 oz.       | 11.00   |
| 0419 | Cravins    | Pearaties 7 oz.             | 4.80    |
| 1558 | Crazy Glue | .07 oz.                     | 2.39    |
| 1524 | Crest      | Toothpaste 1.4 oz.          | 1.39    |
| 0169 | Cross      | Rolling Ball Pen            | 18.50   |
| 0166 | Cross      | Rolling Ball Pen            | 24.00   |
| 0170 | Cross      | Rolling Ball Pen            | 26.00   |
| 0167 | Cross      | Rolling Ball Pen            | 27.50   |
| 0175 | Cross      | Rolling Ball Pen            | 30.00   |
| 0174 | Cross      | Rolling Ball Pen            | 37.00   |
| 0171 | Cross      | Rolling Ball Pen            | 37.50   |

| Item | Brand                | Description                              | Price   |
|------|----------------------|------------------------------------------|---------|
| 0172 | Cross                | Rolling Ball Pen                         | \$40.00 |
| 0173 | Cross                | Rolling Ball Pen                         | 75.00   |
| 1335 | Cruzan               | After Shave 2 oz.                        | 14.00   |
| 1334 | Cruzan               | After Shave 4 oz.                        | 17.00   |
| 1333 | Cruzan               | Cologne 2 oz.                            | 17.00   |
| 1331 | Cruzan               | Cologne 4 oz.                            | 24.00   |
| 1336 | Cruzan               | Soap 4.75 oz.                            | 8.00    |
| 1332 | Cruzan               | Spray Cologne 2 oz.                      | 21.00   |
| 1330 | Cruzan               | Spray Cologne 4 oz.                      | 28.00   |
| 0785 | Dangerous Company    | Earrings                                 | 21.50   |
| 0786 | Dangerous Company    | Earrings                                 | 34.50   |
| 0783 | Dangerous Company    | Necklace                                 | 34.50   |
| 0781 | Dangerous Company    | Necklace                                 | 73.50   |
| 0782 | Dangerous Company    | Necklace                                 | 74.95   |
| 0737 | Debra's Enamoured    | Eau De Toilette 1.7 oz.                  | 9.50    |
| 0543 | Denmann              | Danish Butter Cookies 1 lb. can          | 5.00    |
| 1390 | Desenex              | Anti-Fungul Ointment .9 oz.              | 6.45    |
| 1391 | Desenex              | Johnsons Anti-Fungul Ointment<br>1.5 oz. | 4.65    |
| 1392 | Desenex              | Johnsons Anti-Fungul Ointment<br>3.6 oz. | 6.39    |
| 0816 | Designer Collectible | Bracelets                                | 22.95   |
| 0807 | Designer Collectible | Earrings                                 | 27.00   |
| 0806 | Designer Collectible | Earrings                                 | 30.00   |

| Item | Brand                | Description                | Price   |
|------|----------------------|----------------------------|---------|
| 0806 | Designer Collectible | Earrings                   | \$33.00 |
| 0812 | Designer Collectible | Earrings                   | 37.95   |
| 0809 | Designer Collectible | Earrings                   | 45.00   |
| 0815 | Designer Collectible | Earrings                   | 52.95   |
| 0811 | Designer Collectible | Earrings                   | 56.50   |
| 0814 | Designer Collectible | Earrings                   | 68.95   |
| 0813 | Designer Collectible | Earrings                   | 80.50   |
| 0804 | Designer Collectible | Misc. Cosmetic Jewelry     | 12.95   |
| 0805 | Designer Collectible | Misc. Cosmetic Jewelry     | 22.95   |
| 0810 | Designer Collectible | Misc. 14K Gold             | 41.95   |
| 0803 | Designer Collectible | Pewter Earrings Holder     | 15.00   |
| 1453 | Desitin              | Diaper Rash Ointment 1 oz. | 2.99    |
| 1456 | Dexatrim             | 10 capsules                | 4.79    |
| 0906 | Di Borghese          | Cologne Spray 1 oz.        | 22.95   |
| 0907 | Di Borghese          | Cologne Spray 2 oz.        | 33.95   |
| 0908 | Di Borghese          | Powder 5 oz.               | 27.00   |
| 1540 | Dial                 | Soap Bar 5 oz.             | 1.45    |
| 1373 | Dial                 | Spray Deodorant 2.5 oz.    | 3.65    |
| 0093 | Dial                 | Spray 2.5 oz.              | 3.65    |
| 0089 | Dial Roll On         | Deodorant 1.25 oz.         | 3.95    |
| 0055 | Diana Marsh          | Compact Puffs              | 2.19    |
| 1452 | Diaparene            | Medicated Cream 1 oz.      | 2.45    |
| 1426 | Digel                | Liquid 6 oz.               | 3.65    |

| Item | Brand           | Description                          | Price  |
|------|-----------------|--------------------------------------|--------|
| 1426 | Digel           | Liquid 6 oz.                         | \$3.65 |
| 1427 | Digel           | Tablets 30/box                       | 2.49   |
| 0213 | Diplomaticos    | Cigar                                | 1.00   |
| 0349 | Discovery World | Alphabet Puzzle                      | 8.95   |
| 0642 | Discovery World | Gallery Puzzle                       | 6.75   |
| 1619 | Dolphin         | Bottle Opener                        | 15.65  |
| 0197 | Don Diego       | Lonsdales Cigar                      | 2.40   |
| 0198 | Don Diego       | Royal Palm Cigar                     | 2.30   |
| 0206 | Don Tomas       | Cigar                                | 1.40   |
| 0208 | Don Tomas       | Large Cigar                          | 2.40   |
| 1387 | Dr Scholl's     | Bunyon Cushion 6/box                 | 2.75   |
| 1388 | Dr Scholl's     | Callous Remover                      | 2.75   |
| 1393 | Dr Scholl's     | Foot Powder 7 oz.                    | 5.00   |
| 1389 | Dr Scholl's     | Johnson's Foot Soap 4 oz.            | 2.09   |
| 1574 | Dramamine       | Motion Sickness 12 tablets           | 4.55   |
| 1499 | Dristan         | Decongestant 24 tablets              | 7.35   |
| 1347 | Dunhill         | Cigarettes                           | 2.40   |
| 0411 | Durabeam        | Flashlight with battery              | 5.50   |
| 1358 | Duracell        | Batteries D357 1.5 Volt Single Pack  | 3.10   |
| 1357 | Duracell        | Batteries D386B 1.5 Volt Single Pack | 2.40   |
| 1343 | Duracell        | Batteries D389 1.5 Volt 1/pack       | 2.10   |

| Item | Brand         | Description                          | Price   |
|------|---------------|--------------------------------------|---------|
| 1360 | Duracell      | Batteries D391 1.5 Volt Single Pack  | \$ 1.90 |
| 1359 | Duracell      | Batteries D392B 1.5 Volt Single Pack | 1.45    |
| 1363 | Duracell      | Batteries Size "ZZ" Double Pack      | 2.99    |
| 1364 | Duracell      | Batteries Size "AA" 4/pack           | 5.50    |
| 1353 | Duracell      | Batteries Size "AAA" 2/pack          | 2.99    |
| 1351 | Duracell      | Batteries Size "C" 2/pack            | 3.50    |
| 1361 | Duracell      | Batteries Size "D" Double Pack       | 3.50    |
| 1356 | Duracell      | Batteries 1.35 Volt Single Pack      | 2.50    |
| 1355 | Duracell      | Batteries 6 Volt 1/pack              | 7.10    |
| 1362 | Duracell      | Batteries 9 Volt Single Pack         | 3.50    |
| 1352 | Duracell      | Batteries 9 Volt 1/pack              | 2.99    |
| 0401 | Dutch Master  | Cameron Elite Cigars                 | 1.60    |
| 0222 | Dutch Master  | Corona Deluxe Cigar                  | 2.10    |
| 0248 | Dutch Master  | Panatella Cigar                      | 1.60    |
| 0223 | Dutch Master  | President Cigar                      | 1.75    |
| 0402 | Dutch Treats  | Cameron Elite Cigars                 | .75     |
| 1468 | Edge          | Shaving Cream Gel 7 oz.              | 4.15    |
| 1519 | Efferdent     | Denture Cleaner 20 tablets           | 2.75    |
| 0357 | Eichhorn      | ABC Block with case                  | 9.95    |
| 0759 | Eisenberg Ice | Bracelets                            | 28.25   |
| 0756 | Eisenberg Ice | Bracelets                            | 34.50   |
| 0758 | Eisenberg Ice | Bracelets                            | 39.00   |

| Item | Brand         | Description            | Price    |
|------|---------------|------------------------|----------|
| 0757 | Eisenberg Ice | Bracelets              | \$ 45.95 |
| 0772 | Eisenberg Ice | Bracelets              | 59.95    |
| 0771 | Eisenberg Ice | Bracelets              | 220.00   |
| 0775 | Eisenberg Ice | Earrings               | 15.00    |
| 0761 | Eisenberg Ice | Earrings               | 42.95    |
| 0752 | Eisenberg Ice | Gold Souvenir Pendants | 13.50    |
| 0754 | Eisenberg Ice | Gold Souvenir Pendants | 17.25    |
| 0755 | Eisenberg Ice | Gold Souvenir Pendants | 57.50    |
| 0753 | Eisenberg Ice | Gold Souvenir Pendants | 67.50    |
| 0767 | Eisenberg Ice | Necklace               | 46.95    |
| 0768 | Eisenberg Ice | Necklace               | 53.50    |
| 0770 | Eisenberg Ice | Necklace               | 62.50    |
| 0760 | Eisenberg Ice | Necklace               | 79.95    |
| 0769 | Eisenberg Ice | Necklace               | 330.00   |
| 0774 | Eisenberg Ice | Pendants               | 37.50    |
| 0766 | Eisenberg Ice | Pendants               | 62.50    |
| 0773 | Eisenberg Ice | Pendants               | 69.95    |
| 0742 | Eisenberg Ice | Rings                  | 42.50    |
| 0741 | Eisenberg Ice | Rings                  | 45.00    |
| 0745 | Eisenberg Ice | Rings                  | 47.50    |
| 0744 | Eisenberg Ice | Rings                  | 59.95    |
| 0743 | Eisenberg Ice | Rings                  | 75.00    |
| 0746 | Eisenberg Ice | Rings                  | 95.50    |

| Item | Brand              | Description                                | Price    |
|------|--------------------|--------------------------------------------|----------|
| 0749 | Eisenberg Ice      | 14K Earrings                               | \$ 24.95 |
| 0748 | Eisenberg Ice      | 14K Earrings                               | 32.50    |
| 0750 | Eisenberg Ice      | 14K Earrings                               | 41.50    |
| 0751 | Eisenberg Ice      | 14K Pendant                                | 13.50    |
| 0747 | Eisenberg Ice      | 14K Pendants                               | 27.50    |
| 0406 | El Producto        | Cameron Cigar                              | .75      |
| 0404 | El Producto        | Cameron Escecionales Cigar                 | 2.55     |
| 0403 | El Producto        | Cameron Little Coronas Cigar               | .80      |
| 0405 | El Producto        | Cameron Queens Cigar                       | 1.95     |
| 1567 | Enfamil Nursette   | Low Iron Infant Formula                    | 8.50     |
| 0777 | Epona Collectibles | Necklace Ivory                             | 315.00   |
| 0776 | Epona Collectibles | Necklace Ivory                             | 375.00   |
| 0784 | Epona Collectibles | Pendant Broach                             | 220.00   |
| 0778 | Epona Collectibles | Pendant Broach                             | 230.00   |
| 0586 | Evans              | Blanched Peanuts 4 oz. bag                 | .99      |
| 0575 | Evans              | Cocktail Mix 3 oz. bag                     | .99      |
| 0584 | Evans              | Cocktail Mix 7-1/2 oz. bag                 | 1.99     |
| 0585 | Evans              | Dry Roasted Peanuts 4 oz. bag              | .99      |
| 0588 | Evans              | Mixed Nuts 4 oz. bag                       | 1.69     |
| 0590 | Evans              | Natural Pistachio Nuts 6 oz. bag           | 1.99     |
| 0582 | Evans              | Peanuts 3 oz. bag                          | 1.39     |
| 0098 | Evian              | Atomizer or Cucian Mineral<br>Water 14 oz. | 10.50    |



| Item | Brand           | Description                            | Price   |
|------|-----------------|----------------------------------------|---------|
| 0099 | Evian           | Atomizer or Cucian Mineral Water 5 oz. | \$ 7.50 |
| 1562 | ExLax           | Chocolate Laxative 6 tab/box           | 1.45    |
| 1563 | ExLax           | Unflavored Laxative 8 tab/box          | 2.05    |
| 1374 | Faberge Brut 33 | Spray Deodorant 3 oz.                  | 2.95    |
| 1375 | Faberge Brut 33 | Stick Deodorant 2.5 oz.                | 3.59    |
| 1518 | Fasteeth        | Denture Adhesive 3/4 oz.               | 2.35    |
| 1548 | Feenamint       | Laxative Gum 16 tab/box                | 3.05    |
| 0750 | Fetti           | Cologne 1.7 oz.                        | 12.50   |
| 0434 | Finnish         | Ginger Snaps 7 oz. box                 | 2.95    |
| 1520 | Fixodent        | Denture Cleaner 1-1/2 oz.              | 4.29    |
| 0476 | Flavor House    | Almonds 3/4 oz.                        | .39     |
| 0413 | Flavor House    | Corn Chips 7.5 oz.                     | 1.59    |
| 0507 | Flavor House    | Nacho Chips 6 oz.                      | 1.59    |
| 0506 | Flavor House    | Roasted Peanuts 12 oz.                 | 3.45    |
| 1544 | Fleet           | Ready to Use Enema 4-1/2 oz.           | 1.80    |
| 0671 | Florence        | Ceramic Statues                        | 315.00  |
| 1078 | Flowing Velvet  | Hydrophilic Lotion 8 oz.               | 12.00   |
| 1077 | Flowing Velvet  | Super Rich Night Cream 3.75 oz.        | 12.00   |
| 0284 | Fort            | Souvenirs Glass & Pewter Vase          | 15.00   |
| 0283 | Fort            | Souvenirs Letter Opener Pewter         | 9.95    |
| 0998 | Francis Denny   | Bath & Body Perfume 1 oz.              | 27.00   |
| 1157 | Francis Denny   | Clearifying Astringent Plus 8 oz.      | 15.00   |

| Item | Brand         | Description                       | Price   |
|------|---------------|-----------------------------------|---------|
| 1001 | Francis Denny | Cologne Spray 4 oz.               | \$15.50 |
| 1159 | Francis Denny | Complete Anti-Aging Complex 4 oz. | 31.00   |
| 1148 | Francis Denny | Concealer Base Cream .1 oz.       | 10.50   |
| 1154 | Francis Denny | Creamy Cleansing Lotion 8 oz.     | 16.00   |
| 1161 | Francis Denny | Eye Cream Concentre .5 oz.        | 17.50   |
| 1133 | Francis Denny | Eye Makeup Remover 4 oz.          | 11.00   |
| 1145 | Francis Denny | Eye Shadow Base .35 oz.           | 9.50    |
| 1141 | Francis Denny | Gentle Cleansing Scrub 1 oz.      | 13.00   |
| 0051 | Francis Denny | Gift Set                          | 12.50   |
| 1144 | Francis Denny | Incandescent Makeup 1 oz.         | 24.50   |
| 1000 | Francis Denny | Light Cologne Spray 2 oz.         | 11.50   |
| 1155 | Francis Denny | Mild Skin Lotion 8 oz.            | 15.00   |
| 1164 | Francis Denny | Moisture Care 9 oz.               | 15.00   |
| 1162 | Francis Denny | Multi Layer Night Cream 1.25 oz.  | 18.50   |
| 1134 | Francis Denny | Oil Skin Night Treatment 4 oz.    | 14.50   |
| 1136 | Francis Denny | Protection Oil Control 4 oz.      | 14.00   |
| 1150 | Francis Denny | Protective Lash Color .3 oz.      | 10.00   |
| 1152 | Francis Denny | Quick Foaming Cleanser 8 oz.      | 16.00   |
| 1158 | Francis Denny | Setting Cleansing Cream 4 oz.     | 10.50   |
| 1146 | Francis Denny | Silk Eye Color .04 oz.            | 7.50    |
| 1139 | Francis Denny | Silk Eye Color Duo .1 oz.         | 12.00   |
| 1135 | Francis Denny | Silk Finishing Powder 1 oz.       | 11.50   |

| Item | Brand         | Description                         | Price   |
|------|---------------|-------------------------------------|---------|
| 1140 | Francis Denny | Silk Lip Color .10 oz.              | \$ 9.00 |
| 1151 | Francis Denny | Silk Liquid Makeup 1 oz.            | 17.50   |
| 1138 | Francis Denny | Silk Powder Blush .2 oz.            | 12.00   |
| 1137 | Francis Denny | Silk Pressed Powder 3 oz.           | 10.50   |
| 1160 | Francis Denny | Skin Lightener 1.9 oz.              | 10.50   |
| 1156 | Francis Denny | Source of Beauty Alcohol Free 8 oz. | 15.00   |
| 1153 | Francis Denny | Source of Beauty Cleanser 8 oz.     | 16.50   |
| 1163 | Francis Denny | Source of Beauty Lotion 2 oz.       | 20.50   |
| 1149 | Francis Denny | Spot Remover .1 oz.                 | 10.50   |
| 0999 | Francis Denny | Spray Cologne 2 oz.                 | 22.00   |
| 1143 | Francis Denny | Velvet Fresh Foundation 1.75 oz.    | 13.50   |
| 1560 | Franzus       | Adapter Plug for Continental Europe | 2.95    |
| 1559 | Franzus       | Adapter Plug for Great Britain      | 4.95    |
| 1618 | Franzus       | Iron                                | 27.00   |
| 0183 | Futura        | Ruler and Calculator                | 25.50   |
| 0259 | Garcia Vegas  | English Corona Cigar                | 2.60    |
| 0258 | Garcia Vegas  | Presidente Cigar                    | 1.85    |
| 1437 | Gelusil       | Antacid 50 tablets                  | 4.45    |
| 1459 | Gem Blue Star | Single Edge Razor Blade 10/box      | 3.09    |
| 0933 | Gene Desprez  | Bath Oil 1/3 oz.                    | 19.50   |
| 0932 | Gene Desprez  | Bath Powder 8.33 oz.                | 40.50   |
| 0937 | Gene Desprez  | Cologne 2 oz.                       | 30.00   |

| Item | Brand                | Description                     | Price    |
|------|----------------------|---------------------------------|----------|
| 0939 | Gene Desprez         | Cologne 4 oz.                   | \$ 46.00 |
| 0938 | Gene Desprez         | Natural Spray 1.7 oz.           | 39.50    |
| 0935 | Gene Desprez         | Natural Spray 3 oz.             | 40.50    |
| 0939 | Gene Desprez         | Perfume De Toilette 1.25 oz.    | 59.50    |
| 0940 | Gene Desprez         | Perfume De Toilette 21 oz.      | 59.50    |
| 0944 | Gene Desprez         | Perfume Refill .25 oz.          | 52.00    |
| 0931 | Gene Desprez         | Perfume 4 oz.                   | 35.00    |
| 0942 | Gene Desprez         | Regular Perfume .25 oz.         | 62.00    |
| 0943 | Gene Desprez         | Regular Perfume .25 oz.         | 64.50    |
| 0941 | Gene Desprez         | Regular Perfume 1 oz.           | 152.00   |
| 0934 | Gene Desprez         | Savon De Toilette 3.33 oz.      | 11.50    |
| 0738 | Georgie Girl         | Eau De Toilette 1.7 oz.         | 9.50     |
| 1005 | Gianfranco Ferre     | Eau De Toilette Spray 1.7 oz.   | 47.00    |
| 1004 | Gianfranco Ferre     | Eau De Toilette Spray 1 oz.     | 35.00    |
| 1003 | Gianfranco Ferre     | Eau De Toilette 1.7 oz.         | 41.50    |
| 1002 | Gianfranco Ferre     | Perfume .25 oz.                 | 62.00    |
| 1006 | Gianfranco Ferre     | Perfume Body Lotion 6.6 oz.     | 38.00    |
| 1007 | Gianfranco Ferre     | Perfume Pour Le Corps 6.6 oz.   | 38.00    |
| 1376 | Gillette Right Guard | Stick Deodorant 2.5 oz.         | 4.45     |
| 1467 | Gillette             | Foaming Gel Shaving Cream 7 oz. | 4.15     |
| 1470 | Gillette             | Foaming Shaving Cream 6-1/4 oz. | 3.75     |
| 1464 | Gillette             | Hair Spray 3 oz.                | 3.75     |
| 1465 | Gillette             | Shave Cream 5 oz.               | 3.45     |

| Item | Brand              | Description                     | Price   |
|------|--------------------|---------------------------------|---------|
| 1541 | Gillette Daisy     | Disposable Shavers 2/pack       | \$ 1.35 |
| 1542 | Gillette Good News | Disposable Razors 2/pack        | 1.55    |
| 1564 | Glycerin           | Suppository Laxative 12 tab/box | 1.20    |
| 0060 | Goody              | Barrette 6 pack                 | 2.19    |
| 0053 | Goody              | Bobby Pins                      | 1.99    |
| 0054 | Goody              | Curl Clips                      | 1.99    |
| 0063 | Goody              | Hair Net (3)                    | .99     |
| 0065 | Goody              | Visor Front Rain Hood           | 1.59    |
| 0633 | Gousha/Chek-Chart  | Chicago Street Map              | 1.89    |
| 1310 | Grey Flannel       | After Shave Lotion 2 oz.        | 17.00   |
| 1309 | Grey Flannel       | After Shave 2.5 oz.             | 17.00   |
| 1308 | Grey Flannel       | Cologne 2.5 oz.                 | 21.50   |
| 1307 | Grey Flannel       | Regular Cologne 2 oz.           | 21.50   |
| 1304 | Grey Flannel       | Soap 7 oz.                      | 14.00   |
| 1306 | Grey Flannel       | Spray Cologne 2 oz.             | 23.00   |
| 1305 | Grey Flannel       | Stick Deodorant 2.75 oz.        | 10.00   |
| 0422 | Gubor              | Assorted Pralines 9 oz. box     | 12.00   |
| 1286 | Gucci              | After Shave 2 oz.               | 27.00   |
| 0930 | Gucci              | Concentrated 2 oz.              | 27.00   |
| 1283 | Gucci              | Deodorant Stick 2.6 oz.         | 10.50   |
| 0929 | Gucci              | Dusting Powder 4 oz.            | 18.50   |
| 1285 | Gucci              | Eau De Toilette Spray 1 oz.     | 20.50   |

| Item | Brand            | Description                  | Price   |
|------|------------------|------------------------------|---------|
| 1289 | Gucci            | Face Cream 2.5 oz.           | \$24.50 |
| 0928 | Gucci            | Perfume 1-1/3 oz.            | 32.00   |
| 0926 | Gucci            | Perfume 1 1 oz.              | 29.00   |
| 0927 | Gucci            | Perfume 1 2 oz.              | 34.50   |
| 0348 | H&G Industries   | Black Star Stamp Set         | 3.15    |
| 1014 | Halston          | Bath Powder 5 oz.            | 23.50   |
| 1018 | Halston          | Perfume .25 oz.              | 48.00   |
| 1015 | Halston          | Roll On Deodorant 2.9 oz.    | 7.50    |
| 1016 | Halston          | Spray Cologne 1.8 oz.        | 25.00   |
| 1017 | Halston          | Spray Cologne 1 oz.          | 20.50   |
| 1019 | Halston          | Spray Perfume Refill .25 oz. | 32.00   |
| 1276 | Halston          | Z14 After Shave 4 oz.        | 21.00   |
| 1275 | Halston          | Z14 Cologne 2 oz.            | 18.50   |
| 1278 | Halston          | 112 After Shave 4 oz.        | 21.00   |
| 1277 | Halston          | 112 Cologne 2 oz.            | 18.50   |
| 0598 | Hanes            | Silk Reflections Pantyhose   | 5.30    |
| 0597 | Hanes            | Ultra Sheer Pantyhose        | 5.00    |
| 0596 | Hanes            | Ultra Sheer Pantyhose        | 5.65    |
| 0187 | Hansen           | Travel Domino Game           | 6.00    |
| 0249 | Hava-Tampas      | Jewels Cigar                 | 1.05    |
| 0530 | Hawaiian Host    | Macadamia Nuts 1 lb. Box     | 17.95   |
| 0111 | Head & Shoulders | Shampoo 4 oz.                | 3.09    |
| 0887 | Hercules Gelodur | Pewter Letter Opener         | 23.65   |

| Item | Brand      | Description                       | Price  |
|------|------------|-----------------------------------|--------|
| 0456 | Hersheys   | Candy Bar with Almonds            | \$ .74 |
| 0455 | Hersheys   | Chocolate Candy Bar               | .74    |
| 0472 | Hersheys   | Chocolate Candy Bar               | .85    |
| 0494 | Hersheys   | Golden Almond Bar 3.2 oz.         | 1.69   |
| 0502 | Hersheys   | Milk Chocolate with Almonds 4 oz. | 1.35   |
| 0462 | Hersheys   | Mr. Goodbar                       | .74    |
| 0474 | Hersheys   | Mr. Goodbar                       | .85    |
| 0500 | Hersheys   | Mr. Goodbar 4 oz.                 | 1.35   |
| 1193 | High Sales | Barrettes                         | 35.00  |
| 1108 | Ho Hang    | Eau De Toilette 1 oz.             | 17.00  |
| 1107 | Ho Hang    | Eau De Toilette 1 oz.             | 22.00  |
| 0862 | Hoffritz   | Glass Figurines                   | 9.50   |
| 0889 | Hoffritz   | Horseshoe                         | 11.25  |
| 0886 | Hoffritz   | Scissors                          | 10.65  |
| 0888 | Hoffritz   | Swiss Army Knife                  | 50.25  |
| 0884 | Hoffritz   | Traveling Alarm                   | 27.50  |
| 1617 | Hoffritz   | Walk Meter                        | 29.25  |
| 1486 | Hold       | Cough Suppressant 10/container    | 3.75   |
| 0414 | Hopers     | Fruit Cordials Assorted 7 oz.     | 4.50   |
| 1236 | Houbigant  | After Shave 2 oz.                 | 9.00   |
| 0968 | Houbigant  | Dusting Powder 6 oz.              | 14.50  |
| 0090 | Houbigant  | Liquid Cream Deodorant 3 oz.      | 6.00   |
| 1235 | Houbigant  | Musk Stick Deodorant 2.5 oz.      | 7.00   |

| Item | Brand                | Description                      | Price   |
|------|----------------------|----------------------------------|---------|
| 0973 | Houbigant            | Perfume .5 oz.                   | \$57.00 |
| 0972 | Houbigant            | Perfume 3.5 oz.                  | 15.50   |
| 1237 | Houbigant            | Spray Cologne 4 oz.              | 12.00   |
| 0971 | Houbigant            | Spray Mist 1 oz.                 | 10.50   |
| 0969 | Houbigant            | Spray Mist 1 oz.                 | 14.50   |
| 0970 | Houbigant            | Spray Mist 3.5 oz.               | 18.00   |
| 0121 | Houbigant Shantily   | Bath Oil 3.5 fl. oz.             | 11.50   |
| 0119 | Houbigant Shantily   | Bubble Milk Bath 16 fl. oz.      | 14.50   |
| 0120 | Houbigant Shantily   | Bubble Milk Bath 8 fl. oz.       | 9.50    |
| 0646 | House of Global Arts | Ceramic Music Box                | 31.50   |
| 0034 | Hugable              | Slippers                         | 3.50    |
| 0202 | Hunch                | Large Cigar                      | 2.80    |
| 0203 | Hunch                | Medium Cigar                     | 2.05    |
| 0201 | Hunch                | Small Cigar                      | 1.50    |
| 0634 | IL Distrib. Co.      | Postcards Bonus Album Pack Large | 5.25    |
| 0635 | IL Distrib. Co.      | Postcards Bonus Album Pack Small | 1.99    |
| 1219 | Intn'l. Imports      | Bracelet                         | 20.95   |
| 0391 | J-Sain Co.           | Ice Cream Doll                   | 7.95    |
| 1369 | Jacomo               | After Shave Spray 3.4 oz.        | 30.50   |
| 1281 | Jacomo               | After Shave 3.4 oz.              | 27.00   |
| 1279 | Jacomo               | Deodorant Stick .5 oz.           | 11.50   |
| 1282 | Jacomo               | Eau De Toilette Spray 1.7 oz.    | 28.50   |



| Item | Brand     | Description                                  | Price   |
|------|-----------|----------------------------------------------|---------|
| 1280 | Jacomo    | Eau De Toilette Spray 3.4 oz.                | \$39.00 |
| 0615 | Jays      | Beef Stick 1.6 oz.                           | .60     |
| 0146 | Jays      | Beef Stick 7/16 oz.                          | .60     |
| 0539 | Jays      | Buttery Popcorn 1 oz. bag                    | .60     |
| 0532 | Jays      | Caramel Corn 1-1/2 oz. bag                   | .64     |
| 0540 | Jays      | Corn Chips 2 oz. bag                         | .60     |
| 0535 | Jays      | Crunchy Cheeselets Style 1-3/4 oz.<br>bag    | .60     |
| 0538 | Jays      | Hot Stuff Flavored Potato Chips<br>1 oz. bag | .60     |
| 0536 | Jays      | Nacho Cheese Tostadas 1-1/2 oz.<br>bag       | .60     |
| 0614 | Jays      | Pepperoni Sticks 17.3 oz.                    | .89     |
| 0537 | Jays      | Potato Chips 1-1/8 oz. bag                   | .60     |
| 0533 | Jays      | Pretzel Twists 1-1/2 oz. bag                 | .60     |
| 0534 | Jays      | Sour Cream Onion Potato Chips<br>1 oz. bag   | .60     |
| 0130 | Jean Nate | After Bath Splash 16 oz.                     | 10.00   |
| 0131 | Jean Nate | After Bath Splash 8 oz.                      | 7.50    |
| 0127 | Jean Nate | Bath Bubble 8 oz.                            | 7.00    |
| 0132 | Jean Nate | Concentrated Cologne 1.9 oz.                 | 10.50   |
| 0124 | Jean Nate | Fresh Musk 16 oz.                            | 12.50   |
| 0126 | Jean Nate | Fresh Musk 4 oz.                             | 8.50    |
| 0125 | Jean Nate | Fresh Musk 8 oz.                             | 9.00    |

| Item | Brand             | Description                     | Price  |
|------|-------------------|---------------------------------|--------|
| 0129 | Jean Nate         | Moisturizing Soap 9 oz.         | \$9.00 |
| 0133 | Jean Nate         | Talc 4 oz.                      | 6.50   |
| 0128 | Jean Nate         | Travel Essentials Kit           | 9.50   |
| 0113 | Jergens           | Lotion 4 oz.                    | 2.50   |
| 0393 | Jerry Elsner Co.  | Stuffed Toys                    | 8.75   |
| 0350 | Jimson            | Wind Up See Thru Fun Plane      | 9.95   |
| 0353 | Jimson            | Wind Up Speed Boat              | 7.50   |
| 1404 | Johnson & Johnson | Band Aid Extra Large 10/box     | 3.55   |
| 1407 | Johnson & Johnson | Band Aid 1" x 3" 30/box         | 3.79   |
| 1510 | Johnson & Johnson | Dental Floss 50 yds.            | 2.09   |
| 1511 | Johnson & Johnson | Dentotape 20 yds.               | 2.35   |
| 1405 | Johnson & Johnson | First Aid Tape 5 yds.           | 2.45   |
| 1408 | Johnson & Johnson | Plastic Band Aid Assorted Sizes | 2.99   |
| 1409 | Johnson & Johnson | Sheer Band Aid Assorted Sizes   | 2.99   |
| 1410 | Johnson & Johnson | Sterile Pads 2" x 2" 10/box     | 2.05   |
| 1411 | Johnson & Johnson | Sterile Pads 3" x 3" 10/box     | 2.55   |
| 1406 | Johnson & Johnson | Water Proof Tape 5 yds.         | 2.05   |
| 1382 | Johnsons          | Baby Lotion 4 oz.               | 3.29   |
| 1383 | Johnsons          | Baby Oil 4 oz.                  | 3.59   |
| 1380 | Johnsons          | Baby Powder 4 oz.               | 2.09   |
| 1381 | Johnsons          | Baby Shampoo 3 1/2 oz.          | 2.59   |
| 1403 | Johnsons          | Cotton Balls 65/box             | 2.19   |

| Item | Brand           | Description                 | Price   |
|------|-----------------|-----------------------------|---------|
| 1384 | Johnsons        | Q-Tips 88/pack              | \$ 2.25 |
| 1385 | Johnsons        | Wash & Dry 20 Toweletts/box | 2.45    |
| 1034 | Jontue          | Cologne Spray .7 oz.        | 10.00   |
| 1035 | Jontue          | Cologne Spray 1.15 oz.      | 13.00   |
| 1036 | Jontue          | Cologne Spray 2 oz.         | 15.50   |
| 0199 | Jose Gener      | Calibers Cigar              | 2.85    |
| 0200 | Jose Gener      | Limited Editions Cigar      | 2.60    |
| 0355 | Jumbos          | Kiddy Phone                 | 5.95    |
| 1100 | Jungle Jardenia | Body Lotion 4 oz.           | 9.00    |
| 1101 | Jungle Jardenia | Dusting Powder 2 oz.        | 8.50    |
| 1098 | Jungle Jardenia | Spray Cologne .75 oz.       | 10.00   |
| 1099 | Jungle Jardenia | Spray Cologne 1.5 oz.       | 13.50   |
| 1097 | Jungle Jardenia | Spray Perfume 3/4 oz.       | 14.00   |
| 0491 | Just Born       | Hot Tamales Candy 3 oz. box | .89     |
| 0342 | K-S Toys        | Remote Control Tricycle     | 4.65    |
| 1090 | Calvin Klein    | Cologne 1.7 oz.             | 38.00   |
| 1340 | Kanon           | After Shave 2 oz.           | 15.00   |
| 1338 | Kanon           | After Shave 4 oz.           | 19.50   |
| 1339 | Kanon           | Cologne 2 oz.               | 16.00   |
| 1337 | Kanon           | Spray Cologne 1.75 oz.      | 17.00   |
| 1341 | Kanon           | Stick Deodorant 2.6 oz.     | 8.00    |
| 0139 | Karina          | Barrettes                   | 3.00    |
| 0140 | Karina          | Barrettes                   | 6.50    |

| Item | Brand          | Description                                       | Price    |
|------|----------------|---------------------------------------------------|----------|
| 0780 | Kato           | Necklace                                          | \$ 75.00 |
| 0779 | Kato           | Necklace                                          | 150.00   |
| 0513 | Keebler        | Animal Crackers 2 oz. box                         | 1.09     |
| 0527 | Keebler        | Cinammon Crisp 4.5 oz. bag                        | 1.30     |
| 0517 | Keebler        | Cracker Snacks 1-1/2 oz.                          | .60      |
| 0528 | Keebler        | Cracker 5.25 oz. box                              | 1.30     |
| 0516 | Keebler        | Honey Grahams 5.25 oz. box                        | 1.30     |
| 0529 | Keebler        | Swiss on Rye Crackers 1-1/2 oz. bag               | .60      |
| 0523 | Keebler        | Toasted & Peanut Butter Crackers<br>1-1/2 oz. bag | .60      |
| 0150 | Kent           | Combs                                             | 2.35     |
| 0151 | Kent           | Combs                                             | 4.75     |
| 0152 | Kent           | Combs                                             | 5.25     |
| 0149 | Kent           | Combs                                             | 6.25     |
| 0144 | Kent           | Toothbrushes                                      | 3.25     |
| 0142 | Kent           | Toothbrushes                                      | 3.50     |
| 0147 | Kent           | Toothbrushes                                      | 3.98     |
| 0149 | Kent           | Travel Toothbrush                                 | 3.25     |
| 1555 | Kent Nova      | Toothbrush                                        | 3.25     |
| 0003 | Kent of London | Hairbrushes                                       | 5.45     |
| 0001 | Kent of London | Hairbrushes                                       | 5.95     |
| 0002 | Kent of London | Hairbrushes                                       | 11.95    |
| 1430 | Keopectate     | Liquid Peppermint Flavor 8 oz.                    | 7.05     |

| Item | Brand       | Description                            | Price   |
|------|-------------|----------------------------------------|---------|
| 1431 | Keopectate  | Liquid Regular Flavor 8 oz.            | \$ 5.25 |
| 0252 | King Edward | Imperial Cigar                         | .90     |
| 0497 | Kit Kat     | Waffer 3-3/8 oz.                       | 1.35    |
| 1103 | KL          | Eau De Toilette 3.3 oz.                | 42.50   |
| 1571 | Kleenex     | Boutique Tissue 100/box                | 2.05    |
| 1572 | Kleenex     | Facial Tissue 125/box                  | 2.05    |
| 0141 | Kleenex     | Pocket Pack Tissue 15/pack             | .50     |
| 0740 | Kleo        | Eau De Toilette 1.7 oz.                | 9.50    |
| 1584 | Kodacolor   | 400 Trix 10 Print Film<br>24 Exposures | 3.69    |
| 1588 | Kodacrome   | Slide Film 64 24 Exposures             | 6.60    |
| 1598 | Kodak Disc  | Film 15 Exposures                      | 4.59    |
| 1599 | Kodak Disc  | Film 15 Exposures 2/pack               | 8.50    |
| 1586 | Kodak Plus  | Slide Film 200 24 Exposures            | 8.40    |
| 1585 | Kodak Plus  | X10 Film 24 Exposures Print Films      | 3.69    |
| 1592 | Kodak 100   | Print Film 24 Exposures                | 5.15    |
| 1593 | Kodak 100   | Print Film 36 Exposures                | 6.49    |
| 1587 | Kodak 100   | Slide Film 24 Exposures                | 7.00    |
| 1583 | Kodak 200   | Film 24 Exposures                      | 5.15    |
| 1597 | Kodak 200   | Print Film 24 Exposures                | 5.50    |
| 1596 | Kodak 200   | Print Film 24 Exposures                | 5.65    |
| 1595 | Kodak 200   | Print Film 36 Exposures                | 7.20    |
| 1582 | Kodak 400   | Film 24 Exposures                      | 6.35    |

| Item | Brand       | Description                   | Price   |
|------|-------------|-------------------------------|---------|
| 1581 | Kodak 400   | Film 36 Exposures             | \$ 8.10 |
| 1594 | Kodak 400   | Print Film 24 Exposures       | 6.45    |
| 0522 | Kraft       | Cheese & Crackers 3/4 oz.     | .60     |
| 1267 | Kuorum      | After Shave Balm              | 16.00   |
| 1268 | Kuorum      | After Shave Balm 4.2 oz.      | 21.00   |
| 1269 | Kuorum      | After Shave 1.7 oz.           | 15.50   |
| 1270 | Kuorum      | After Shave 3.4 oz.           | 21.00   |
| 1273 | Kuorum      | Eau De Toilette Spray 1.7 oz. | 21.00   |
| 1274 | Kuorum      | Eau De Toilette Spray 4.2 oz. | 34.00   |
| 1271 | Kuorum      | Eau De Toilette 1.7 oz.       | 19.50   |
| 1272 | Kuorum      | Eau De Toilette 3.4 oz.       | 26.00   |
| 1263 | Kuorum      | Foam Shave 6 oz.              | 10.50   |
| 1265 | Kuorum      | Perfume Soap 3.5 oz.          | 10.50   |
| 1266 | Kuorum      | Shower & Bath Gel 8.5 oz.     | 16.00   |
| 1264 | Kuorum      | Stick Deodorant 2.6 oz.       | 10.50   |
| 0250 | La Corona   | Cigar                         | 3.10    |
| 0265 | Lady Protex | Soft Towelettes 12/pack       | 3.19    |
| 0266 | Lady Protex | Soft Towelettes 12/pack       | 3.30    |
| 0264 | Lady Protex | Soft Towelettes 12/pack       | 3.95    |
| 1225 | Lagerfeld   | After Shave 2 oz.             | 28.95   |
| 1226 | Lagerfeld   | After Shave 4 oz.             | 26.00   |
| 1228 | Lagerfeld   | Cologne Spray 2 oz.           | 26.00   |

| Item | Brand            | Description                            | Price   |
|------|------------------|----------------------------------------|---------|
| 1227 | Lagerfeld        | Cologne 2 oz.                          | \$24.50 |
| 1229 | Lagerfeld        | Cologne 4 oz.                          | 31.95   |
| 1394 | Lavacol          | Rubbing Alcohol 16 oz.                 | 2.89    |
| 1508 | Lavoris          | 6 oz. Mouthwash                        | 3.79    |
| 0493 | Lavorsgienne     | Cherry Flavor Drops 2 oz.              | 1.50    |
| 0218 | Le Pen           | Collection Pen                         | 1.49    |
| 0503 | Leafs            | Milk Duds 2.75 oz. box                 | .98     |
| 0312 | Lee Publications | Cross & Know Crossword Puzzle Book     | 2.59    |
| 0307 | Lee Publications | Entertainment Quiz Book                | 2.49    |
| 0309 | Lee Publications | Famous Faces Book No. 1                | 2.49    |
| 0304 | Lee Publications | Famous Faces Book No. 2                | 2.49    |
| 0311 | Lee Publications | Famous Faces Book No. 3                | 2.49    |
| 0310 | Lee Publications | Famous Faces Book No. 4                | 2.49    |
| 0326 | Lee Publications | Fun Forms No. 1 Puzzle Book            | 3.50    |
| 0328 | Lee Publications | Fun Forms No. 6 Puzzle Book            | 3.50    |
| 0325 | Lee Publications | Fun Forms No. 8 Puzzle Book            | 3.50    |
| 0327 | Lee Publications | Fun Forms No. 8 Puzzle Book            | 3.50    |
| 0301 | Lee Publications | Fun Games No. 4                        | 2.49    |
| 0320 | Lee Publications | Guess & Show Educational Book          | 1.99    |
| 0323 | Lee Publications | Guess & Show Educational Circus Book   | 1.99    |
| 0321 | Lee Publications | Guess & Show Educational Numbers Book  | 1.99    |
| 0322 | Lee Publications | Guess & Show Educational Nursery Rhyme | 1.99    |

| Item | Brand            | Description                             | Price  |
|------|------------------|-----------------------------------------|--------|
| 0319 | Lee Publications | Magic Pen & Painting Book No. 4         | \$2.49 |
| 0314 | Lee Publications | Magic Pen & Painting Book No. 6         | 2.59   |
| 0329 | Lee Publications | Play or Pass Trivia Game No. 1          | 2.99   |
| 0303 | Lee Publications | Raggedy Ann & Andy                      | 2.49   |
| 0305 | Lee Publications | Sports at Large Quiz Book               | 2.49   |
| 0306 | Lee Publications | Two In One Magic Painting Book<br>No. 1 | 2.49   |
| 0313 | Lee Publications | Two In One Magic Painting Book<br>No. 2 | 2.49   |
| 0308 | Lee Publications | Walt Disney Magic Pen & Painting Book   | 2.49   |
| 0315 | Lee Publications | Yes and No Baseball Book                | 1.65   |
| 0318 | Lee Publications | Yes and No Bingo Self Enjoyment<br>Book | 1.49   |
| 0300 | Lee Publications | Yes and No Fairy Tales Story Book       | 2.99   |
| 0324 | Lee Publications | Yes and No Game & Quiz Book             | 3.50   |
| 0316 | Lee Publications | Yes and No Hangman Enjoyment Book       | 1.65   |
| 0317 | Lee Publications | Yes and No Horse Race Enjoyment<br>Book | 1.49   |
| 0302 | Lee Publications | Yes and No Secret Agent Spy Book        | 3.50   |
| 0354 | Lido             | Baby Elephant Puzzle                    | 4.65   |
| 0346 | Lido             | Picture Puzzle                          | 4.65   |
| 0599 | Lido             | Ultra Sheer Super Value Pantyhose       | 2.99   |
| 0451 | Life Saver       | Breath Savers                           | .65    |
| 0450 | Life Saver       | Fancy Fruit                             | .65    |



| Item | Brand            | Description                               | Price  |
|------|------------------|-------------------------------------------|--------|
| 0449 | Life Saver       | Peppermint                                | \$ .65 |
| 0447 | Life Saver       | Tropical Fruit--Assorted Fruits           | .65    |
| 0448 | Life Saver       | Wintergreen                               | .65    |
| 1204 | Lighting & Davis | Barrette                                  | 17.50  |
| 1216 | Lighting & Davis | Bracelet                                  | 13.75  |
| 1210 | Lighting & Davis | Bracelet                                  | 25.00  |
| 1203 | Lighting & Davis | Choker                                    | 38.50  |
| 1185 | Lighting & Davis | Choker                                    | 67.50  |
| 1187 | Lighting & Davis | Cigarette Case                            | 35.00  |
| 1198 | Lighting & Davis | Cigarette Case                            | 35.00  |
| 1186 | Lighting & Davis | Lighter Cover                             | 21.25  |
| 1197 | Lighting & Davis | Pill Box                                  | 11.25  |
| 1181 | Lighting & Davis | Scarf                                     | 37.50  |
| 1196 | Lighting & Davis | Small Change Purse                        | 33.75  |
| 1195 | Lighting & Davis | Small Pitcher Compact                     | 17.50  |
| 1180 | Lighting & Davis | Wristband                                 | 13.75  |
| 1217 | Linden           | Piano Musical Box                         | 25.50  |
| 1183 | Linden           | Piano Musical Box                         | 32.95  |
| 0178 | Linden           | Quartz Foldable Desk Top Clock/Calc.      | 29.85  |
| 0182 | Linden           | Quartz Tiny Time Electric Alarm<br>Clocks | 21.75  |
| 0180 | Linden           | Quartz Tiny Time Electric Alarm<br>Clocks | 25.00  |

| Item | Brand               | Description                               | Price   |
|------|---------------------|-------------------------------------------|---------|
| 0181 | Linden              | Quartz Tiny Time Electric Alarm<br>Clocks | \$33.75 |
| 1179 | Linden              | Small Musical Box                         | 32.95   |
| 0885 | Linden              | Traveling Alarm                           | 36.95   |
| 0081 | Lint Buster         | Lint Brush Assorted Colors                | 10.50   |
| 0617 | Lint Chocolate Bars | Chocolate Filling                         | 2.30    |
| 0619 | Lint Chocolate Bars | Coffee                                    | 2.30    |
| 0620 | Lint Chocolate Bars | Raspberry                                 | 2.30    |
| 0616 | Lint Chocolate Bars | Swiss Chocolate with mint                 | 2.30    |
| 0618 | Lint Chocolate Bars | White Chocolate                           | 2.30    |
| 1579 | Lipkote             | .15 oz.                                   | 3.95    |
| 1505 | Listerine           | 3 oz. Mouthwash                           | 1.85    |
| 1504 | Listerine           | 6 oz. Mouthwash                           | 3.15    |
| 1506 | Listermint          | 6 oz. Mouthwash                           | 2.99    |
| 0893 | Liz Clayborn        | Scarves                                   | 13.75   |
| 0892 | Liz Clayborn        | Scarves                                   | 21.25   |
| 0891 | Liz Clayborn        | Scarves                                   | 33.75   |
| 0188 | Logitach            | Solar Power Calculator                    | 27.50   |
| 1168 | Loreal              | Acrylic Nail Hardener .5 oz.              | 3.75    |
| 1175 | Loreal              | Assorted Colors Nail Polish .5 oz.        | 3.50    |
| 1167 | Loreal              | Chip Resistant Glossy Sealer .5 oz.       | 3.75    |
| 0135 | Loreal              | Eye Shadow .06 oz.                        | 3.25    |
| 1170 | Loreal              | Grow Strong .5 oz.                        | 5.35    |

| Item | Brand     | Description                         | Price   |
|------|-----------|-------------------------------------|---------|
| 1174 | Loreal    | Lip Sticks Assorted Colors          | \$ 5.35 |
| 1169 | Loreal    | Miracle Base Coat .5 oz.            | 3.75    |
| 1166 | Loreal    | Ridge Filling Base Coat .5 oz.      | 3.75    |
| 1165 | Loreal    | Soft Eyeliner Pencil                | 5.00    |
| 1171 | Loreal    | Visuelle Makeup Fluid 1.25 oz.      | 7.75    |
| 1173 | Loreal    | Visuelle Powder Blush .3 oz.        | 7.95    |
| 1172 | Loreal    | Visuelle Pressed Powder 4 oz.       | 7.75    |
| 1028 | Lutece    | Dusting Powder 5 oz.                | 14.00   |
| 1024 | Lutece    | Eau De Toilette 2 oz.               | 14.00   |
| 1020 | Lutece    | Perfume .25 oz.                     | 42.00   |
| 1025 | Lutece    | Perfume Body 5.25 oz.               | 14.50   |
| 1026 | Lutece    | Perfume Milk Bath .6 oz.            | 15.50   |
| 1027 | Lutece    | Perfume Moisturizer Lotion 5.25 oz. | 14.50   |
| 1021 | Lutece    | Perfume Spray .5 oz.                | 10.50   |
| 1022 | Lutece    | Perfume Spray 1 oz.                 | 14.50   |
| 1023 | Lutece    | Perfume Spray 2 oz.                 | 19.50   |
| 0471 | M & M     | Candy w/chocolate                   | .98     |
| 0470 | M & M     | Candy w/peanuts                     | .98     |
| 1112 | Ma Griffe | Dusting Powder 7 oz.                | 21.50   |
| 1114 | Ma Griffe | Perfume De Toilette 1 oz.           | 18.00   |
| 1113 | Ma Griffe | Perfume De Toilette 2 oz.           | 19.50   |
| 1111 | Ma Griffe | Perfume Soap 3-1/3 oz.              | 8.00    |
| 1115 | Ma Griffe | Perfume Spray .25 oz.               | 42.00   |

| Item | Brand            | Description                     | Price   |
|------|------------------|---------------------------------|---------|
| 1116 | Ma Griffe        | Regular Perfume 1/6 oz.         | \$29.50 |
| 1422 | Maalox           | Liquid 12 oz.                   | 6.45    |
| 1428 | Maalox No. 1     | Upset Stomach 100 tab/box       | 6.55    |
| 1420 | Maalox No. 2     | Upset Stomach 50 tab/box        | 6.15    |
| 1421 | Maalox Plus      | Liquid 12 oz.                   | 7.35    |
| 1419 | Maalox Plus      | Upset Stomach 50 box/tab        | 5.00    |
| 0195 | Macanudo         | Cigar                           | 3.35    |
| 1043 | Maja             | Atomizer 1 oz.                  | 12.00   |
| 1041 | Maja             | Atomizer 1 oz.                  | 18.00   |
| 1046 | Maja             | Dusting Powder 4-1/8 oz.        | 10.50   |
| 1042 | Maja             | Eau De Toilette 1 oz.           | 11.00   |
| 1045 | Maja             | Perfume Soap 1-7/8 oz.          | 4.25    |
| 1044 | Maja             | Perfume Soap 4-5/8 oz.          | 7.00    |
| 1040 | Maja             | Perfume 1 oz.                   | 14.50   |
| 0435 | Mannor           | Vanilla Filled Wafers 2-1/4 oz. | .89     |
| 1575 | Marezine         | Motion Sickness 12 tabs         | 4.99    |
| 0205 | Marve Uchida     | Tough Ball Roller Ball Pen      | 1.49    |
| 0490 | Mason            | Dots 6-1/2 oz. box              | 1.25    |
| 1397 | Medi Quick       | First Aid Spray 3 oz.           | 6.35    |
| 0006 | Medicis of Paris | Hairbrushes                     | 13.50   |
| 0005 | Medicis of Paris | Hairbrushes                     | 16.00   |
| 0215 | Meditation       | Cigar                           | 2.10    |

| Item | Brand                   | Description                   | Price   |
|------|-------------------------|-------------------------------|---------|
| 1461 | Mennen                  | Afta After Shave 1.88 oz.     | \$ 3.35 |
| 1386 | Mennen                  | Deodorant Foot Powder 3 oz.   | 4.59    |
| 1462 | Mennen                  | Prop Electric Pre Shave 3 oz. | 2.95    |
| 1460 | Mennen                  | Shave Talc 4 oz.              | 3.05    |
| 1463 | Mennen                  | Skin Bracer After Shave 4 oz. | 4.65    |
| 1442 | Mentholatum             | Deep Rub 1.25 oz.             | 3.95    |
| 1472 | Mentholatum             | Ointment 1 oz. jar            | 2.75    |
| 1471 | Mentholatum             | Ointment 1 oz. tube           | 2.75    |
| 0426 | Merba                   | Butter Spirits 175 GM box     | 3.00    |
| 1433 | Metamucil               | Jar 7 oz.                     | 8.85    |
| 1432 | Metamucil               | 16 Pocket/box                 | 8.05    |
| 0219 | Middleton               | Cherry Blend Tobacco          | 1.35    |
| 0459 | Milky Way               | Candy Bar                     | .74     |
| 0084 | Miss Breck              | Hairspray 7 oz.               | 3.75    |
| 0095 | Mitchum                 | Aerosol Spray 6 oz.           | 5.95    |
| 1638 | Montclair               | Shaving Set                   | 28.50   |
| 1250 | Montclair               | Shaving Set                   | 28.50   |
| 0209 | Monte Cruz              | Dunhill Sun Grown Cigar       | 2.65    |
| 0211 | Montesino               | Cesar No. 2 Cigar             | 1.10    |
| 0212 | Montesino               | Grand Corona Cigar            | 1.50    |
| 0382 | Montgomery<br>School In | Toys                          | 4.25    |
| 0387 | Montgomery<br>School In | Toys                          | 4.50    |

| Item | Brand             | Description                       | Price   |
|------|-------------------|-----------------------------------|---------|
| 0221 | Morcome Rif       | Tobacco                           | \$ 1.95 |
| 1248 | Mr. Del Ord       | Moustache Gear                    | 22.50   |
| 1249 | Mr. Del Ord       | Moustache Gear & Black            | 22.50   |
| 0407 | Muriel            | Cameron Airtips Cigar             | .70     |
| 0409 | Muriel            | Cameron Coronella Cigar           | .75     |
| 0410 | Muriel            | Cameron Sweets Cigar              | .70     |
| 1534 | Murine            | Eye Drops .5 oz.                  | 4.15    |
| 1535 | Murine Plus       | Eye Drops .5 oz.                  | 4.55    |
| 1444 | Myciguend         | Ointment 1/2 oz.                  | 4.49    |
| 0352 | Mykid             | Two in One ABC Block & Blackboard | 9.95    |
| 1425 | Mylanta           | Chewable Tablets 40/box           | 3.49    |
| 1423 | Mylanta           | Liquid 12 oz.                     | 6.45    |
| 1424 | Mylanta 2         | Liquid 12 oz.                     | 8.95    |
| 1118 | Mystere De Rochas | Body Cream 10 oz.                 | 18.00   |
| 1119 | Mystere De Rochas | Dusting Powder 3.5 oz.            | 21.00   |
| 1132 | Mystere De Rochas | Dusting Powder 6 oz.              | 21.00   |
| 1123 | Mystere De Rochas | Flacon Sac Perfume .17 oz.        | 29.00   |
| 1125 | Mystere De Rochas | Perfume De Toilette 3.4 oz.       | 48.00   |
| 1117 | Mystere De Rochas | Perfume Soap 3.5 oz.              | 10.00   |
| 1121 | Mystere De Rochas | Perfume Spray 1.7 oz.             | 32.00   |
| 1120 | Mystere De Rochas | Perfume Spray 3.4 oz              | 48.00   |
| 1128 | Mystere De Rochas | Regular Perfume .17 oz.           | 27.00   |

| Item | Brand             | Description                     | Price    |
|------|-------------------|---------------------------------|----------|
| 1129 | Mystere De Rochas | Regular Perfume .25 oz.         | \$ 44.50 |
| 1124 | Mystere De Rochas | Regular Perfume .25 oz.         | 47.00    |
| 1126 | Mystere De Rochas | Regular Perfume 1.7 oz.         | 29.00    |
| 1127 | Mystere De Rochas | Regular Perfume 1.9 oz.         | 27.00    |
| 1130 | Mystere De Rochas | Regular Soap 3.5 oz.            | 10.00    |
| 0512 | Nabisco           | Cheese & Crackers 2 oz. box     | 1.09     |
| 0515 | Nabisco           | Cheese & Crackers 2-1/4 oz. box | 1.09     |
| 0511 | Nabisco           | Chocolate Chip Snaks 2-3/4 oz.  | 1.09     |
| 0525 | Nabisco           | Fig Newtons 2 oz.               | .60      |
| 0499 | Nabisco           | Junior Mints 3 oz. box          | .98      |
| 0508 | Nabisco           | Mr. Salty Pretzels 12 oz. bag   | 2.69     |
| 0519 | Nabisco           | Oreo Cookies 1-5/8 oz.          | .60      |
| 0828 | Napier            | Bracelets                       | 20.00    |
| 0825 | Napier            | Bracelets                       | 24.00    |
| 0827 | Napier            | Bracelets                       | 30.00    |
| 0823 | Napier            | Bracelets                       | 49.00    |
| 0826 | Napier            | Bracelets                       | 132.50   |
| 1651 | Napier            | Bracelets                       | 140.00   |
| 0718 | Napier            | Earrings                        | 5.00     |
| 0711 | Napier            | Earrings                        | 6.00     |
| 0719 | Napier            | Earrings                        | 7.00     |
| 0714 | Napier            | Earrings                        | 9.00     |
| 0713 | Napier            | Earrings                        | 9.50     |

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## REPORTS OF COMMITTEES

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| Item | Brand  | Description | Price    |
|------|--------|-------------|----------|
| 0706 | Napier | Earrings    | \$ 10.00 |
| 0709 | Napier | Earrings    | 11.00    |
| 0710 | Napier | Earrings    | 11.50    |
| 0707 | Napier | Earrings    | 12.50    |
| 0723 | Napier | Earrings    | 13.00    |
| 0722 | Napier | Earrings    | 13.50    |
| 0708 | Napier | Earrings    | 14.00    |
| 0829 | Napier | Earrings    | 15.00    |
| 0725 | Napier | Earrings    | 17.50    |
| 0712 | Napier | Earrings    | 18.00    |
| 0716 | Napier | Earrings    | 20.00    |
| 0717 | Napier | Earrings    | 24.00    |
| 0831 | Napier | Earrings    | 33.95    |
| 0830 | Napier | Earrings    | 35.00    |
| 0832 | Napier | Earrings    | 39.95    |
| 0833 | Napier | Earrings    | 61.95    |
| 0822 | Napier | Necklaces   | 25.00    |
| 0821 | Napier | Necklaces   | 35.00    |
| 0817 | Napier | Necklaces   | 67.50    |
| 0820 | Napier | Necklaces   | 84.00    |
| 0819 | Napier | Necklaces   | 90.00    |
| 0818 | Napier | Necklaces   | 145.00   |



| Item | Brand          | Description                    | Price   |
|------|----------------|--------------------------------|---------|
| 1477 | Neo-Synephrine | Nasal Spray 1/2 oz.            | \$ 5.69 |
| 0501 | Nestle         | Crunch 5 oz.                   | 2.25    |
| 0505 | Nestle         | Goodbars 2.3 oz.               | .98     |
| 0498 | Nestle         | Milk Chocolate Raisins 2.3 oz. | .98     |
| 0110 | Neutrogena     | Shampoo 3 fl. oz.              | 5.25    |
| 1073 | Nina Ricci     | Body Lotion 5 oz.              | 22.00   |
| 1076 | Nina Ricci     | Dusting Powder 6 oz.           | 24.00   |
| 1071 | Nina Ricci     | Perfume .25 oz.                | 77.00   |
| 1070 | Nina Ricci     | Perfume .5 oz.                 | 102.00  |
| 1075 | Nina Ricci     | Perfume Soap 3.5 oz.           | 12.00   |
| 1074 | Nina Ricci     | Perfume Soap 7 oz.             | 22.00   |
| 1072 | Nina Ricci     | Perfume Spray 1/5 oz.          | 39.50   |
| 1069 | Nina Ricci     | Perfume 1 oz.                  | 177.00  |
| 0114 | Nivea          | Moisturizing Cream 2 oz.       | 3.95    |
| 1568 | No Doz         | 15 tab/box                     | 3.69    |
| 0417 | Nora Chocolate | Chocolate Cordial 8 oz.        | 6.75    |
| 1087 | Norell         | Body Luster with pump 11.4 oz. | 29.00   |
| 1088 | Norell         | Body Soap 4 oz.                | 11.00   |
| 1083 | Norell         | Cologne Spray .5 oz.           | 14.50   |
| 1085 | Norell         | Cologne Spray 1.75 oz.         | 26.00   |
| 1084 | Norell         | Cologne Spray 1 oz.            | 20.00   |
| 1089 | Norell         | Dusting Powder 6 oz.           | 27.00   |

| Item | Brand                   | Description                      | Price   |
|------|-------------------------|----------------------------------|---------|
| 1080 | Norell                  | Perfume .25 oz.                  | \$57.00 |
| 1081 | Norell                  | Perfume .5 oz.                   | 87.00   |
| 1079 | Norell                  | Perfume 1/8 oz.                  | 15.50   |
| 1082 | Norell                  | Perfume 3/8 oz.                  | 16.50   |
| 1086 | Norell                  | Regular Cologne 2.25 oz.         | 26.00   |
| 0377 | North American<br>Co.   | Curley McFleece                  | 37.50   |
| 1213 | Novex                   | Perfume Sprayer                  | 28.25   |
| 1214 | Novex                   | Perfume Sprayer                  | 50.00   |
| 0116 | Noxema                  | Cream 2.5 oz.                    | 2.45    |
| 1469 | Noxema                  | Shaving Cream 6-1/4 oz.          | 3.25    |
| 1552 | Nupercainao<br>Hemorrhl | Suppositories 12/box             | 7.29    |
| 1570 | Nytol with DPH          | 16 tab/box                       | 5.05    |
| 1396 | OFF                     | Insect Repeller 6 oz.            | 5.00    |
| 1370 | Old Spice               | Deodorant 2-1/2 oz.              | 4.45    |
| 1371 | Old Spice               | Spray Deodorant 3 oz.            | 4.45    |
| 0526 | Old World               | Strawberry Cookies 1-1/2 oz. bag | .60     |
| 1636 | Oleg Cassini            | Toiletry Set                     | 17.95   |
| 0488 | Olivers                 | Chocolate Bar 3.5 oz.            | 1.80    |
| 0739 | Omni                    | Eau De Toilette 1.7 oz.          | 9.50    |
| 1515 | Orajel                  | Toothache Pain Medicine 1/3 oz.  | 5.49    |
| 0185 | Oster                   | Hair Trimming Set                | 26.25   |
| 1259 | Paco Rabbane            | After Shave 2.5 oz.              | 17.00   |

| Item | Brand        | Description                    | Price    |
|------|--------------|--------------------------------|----------|
| 1260 | Paco Rabbane | After Shave 1.5 oz.            | \$ 24.00 |
| 1256 | Paco Rabbane | After Shave 3.35 oz.           | 20.00    |
| 1261 | Paco Rabbane | Eau De Toilette Spray 2 oz.    | 24.00    |
| 1262 | Paco Rabbane | Eau De Toilette Spray 3.35 oz. | 31.00    |
| 1258 | Paco Rabbane | Eau De Toilette 1 oz.          | 22.00    |
| 1257 | Paco Rabbane | Eau De Toilette 4 oz.          | 30.00    |
| 1092 | Paco Rabbane | Gel Mousse 6.75 oz.            | 17.00    |
| 1093 | Paco Rabbane | Perfume .25 oz.                | 52.00    |
| 1254 | Paco Rabbane | Perfume Soap 3.5 oz.           | 10.50    |
| 1094 | Paco Rabbane | Perfume 1.7 oz.                | 20.00    |
| 1096 | Paco Rabbane | Perfume 3.04 oz.               | 30.00    |
| 1095 | Paco Rabbane | Perfume 3.4 oz.                | 31.50    |
| 1091 | Paco Rabbane | Perfume 6.75 oz.               | 20.00    |
| 1252 | Paco Rabbane | Shaving Foam 6 oz.             | 10.50    |
| 1255 | Paco Rabbane | Shower Gel 6.75 oz.            | 17.00    |
| 1253 | Paco Rabbane | Stick Deodorant 2.5 oz.        | 11.50    |
| 0238 | Panasonic    | Slim Line Cassette Recorder    | 57.95    |
| 0762 | Panetta      | Bracelet                       | 112.50   |
| 0763 | Panetta      | Necklace                       | 180.00   |
| 0764 | Panetta      | Pendant                        | 81.25    |
| 0765 | Panetta      | Pendant                        | 160.00   |
| 1557 | Paper Mate   | El Marko Magic Marker          | 1.25     |

| Item | Brand              | Description                                    | Price  |
|------|--------------------|------------------------------------------------|--------|
| 1556 | Parke & Davis      | Anusol Suppositories 12/box                    | \$7.00 |
| 0483 | Payday             | Candy Bar                                      | .75    |
| 0454 | Peanut Butter Cups | Candy Bar                                      | .74    |
| 1522 | Pearl Drops        | Tooth Polish 1-1/2 oz.                         | 3.65   |
| 0564 | Pepperidge Farm    | Apricot Raspberry Fruit Cookies<br>6-3/4 oz.   | 2.19   |
| 0569 | Pepperidge Farm    | Cheddar Cheese Crackers 6 oz.                  | 1.59   |
| 0573 | Pepperidge Farm    | Chessman Butter Cookies 7-1/4 oz.              | 2.19   |
| 0572 | Pepperidge Farm    | Chocolate Chip Cookies 5 oz.                   | 1.59   |
| 0568 | Pepperidge Farm    | Date Pecans 5-3/4 oz.                          | 1.75   |
| 0562 | Pepperidge Farm    | Lido Cookies 7 oz.                             | 2.35   |
| 0574 | Pepperidge Farm    | Mint Midland Cookies 7 oz.                     | 2.35   |
| 0560 | Pepperidge Farm    | Moland Cookies 6 oz.                           | 1.59   |
| 0561 | Pepperidge Farm    | Orange Milano 7 oz.                            | 2.35   |
| 0559 | Pepperidge Farm    | Pizza Flavor 6 oz.                             | 1.59   |
| 0571 | Pepperidge Farm    | Raisin Bran Cookies 5-1/2 oz.                  | 1.59   |
| 0570 | Pepperidge Farm    | Short Bread Old Fashioned Cookies<br>5-1/2 oz. | 1.59   |
| 0563 | Pepperidge Farm    | Strawberry Fruit Cookies 6-3/4 oz.             | 2.19   |
| 0565 | Pepperidge Farm    | Sugar Old Fashioned Cookies<br>5-1/4 oz.       | 1.59   |
| 0510 | Pepperidge Farm    | Chocolate Chip Cookies 1-3/4<br>oz. bag        | .69    |
| 0486 | Peppermint Patty   | Candy Bars                                     | .74    |
| 0145 | Pepperoni          | Beef Stick .7 oz.                              | .89    |

| Item | Brand           | Description                        | Price   |
|------|-----------------|------------------------------------|---------|
| 1429 | Pepto Bismol    | Liquid 4 oz.                       | \$ 3.39 |
| 1428 | Pepto Bismol    | Tablets 24/box                     | 4.25    |
| 0207 | Perfecto Garcia | Cazadores Cigar                    | .90     |
| 0253 | Perfecto Garcia | Palmers Cigar                      | 2.65    |
| 0254 | Perfecto Garcia | Queen Cigar                        | 2.45    |
| 0514 | Petitbeurre     | French Butter Biscuits 2.8 oz. box | 1.25    |
| 1435 | Phillips        | Milk of Magnesia Liquid 4 oz.      | 3.75    |
| 1434 | Phillips        | Milk of Magnesia 24 tab/box        | 2.15    |
| 1291 | Pierre Cardin   | After Shave Balm 1.3 oz.           | 10.00   |
| 1290 | Pierre Cardin   | After Shave 1 oz.                  | 10.00   |
| 1648 | Pierre Cardin   | Clothes Brush                      | 16.95   |
| 1649 | Pierre Cardin   | Clothes Brush                      | 18.75   |
| 1288 | Pierre Cardin   | Cologne 2.75 oz.                   | 17.50   |
| 1289 | Pierre Cardin   | Cologne 2 oz.                      | 17.00   |
| 1287 | Pierre Cardin   | Cologne 4 oz.                      | 23.00   |
| 1292 | Pierre Cardin   | Musk After Shave 2 oz.             | 14.00   |
| 1293 | Pierre Cardin   | Musk Cologne Spray 1.5 oz.         | 17.50   |
| 1294 | Pierre Cardin   | Musk Cologne 2 oz.                 | 17.00   |
| 1295 | Pierre Cardin   | Perfume Soap 3.5 oz.               | 7.00    |
| 1637 | Pierre Cardin   | Shoe Bag                           | 27.00   |
| 1647 | Pierre Cardin   | Signature Purse                    | 79.95   |
| 1296 | Pierre Cardin   | Stick Deodorant 2.5 oz.            | 5.00    |

| Item | Brand          | Description                                  | Price   |
|------|----------------|----------------------------------------------|---------|
| 1627 | Pierre Cardin  | Tie Chain                                    | \$24.00 |
| 1646 | Pierre Cardin  | Wallets                                      | 17.00   |
| 1644 | Pierre Cardin  | Wallets                                      | 18.95   |
| 1642 | Pierre Cardin  | Wallets                                      | 22.50   |
| 1641 | Pierre Cardin  | Wallets                                      | 25.00   |
| 1643 | Pierre Cardin  | Wallets                                      | 30.00   |
| 1645 | Pierre Cardin  | Wallets                                      | 35.50   |
| 0509 | Plantation     | Peanut Butter Cookies 2.7 oz.<br>bag         | .60     |
| 0484 | Planter        | Peanut Butter Candy Bar                      | .74     |
| 1600 | Polaroid       | Super Color 10 Picture/pack                  | 15.95   |
| 1589 | Polaroid 600   | Color Film                                   | 15.95   |
| 1516 | Polident       | Dental Grip .675 oz.                         | 2.65    |
| 1517 | Polident       | Powder 3 oz.                                 | 2.29    |
| 1521 | Poligrip       | Denture Adhesive Cream 1.5 oz.               | 4.05    |
| 1513 | Poloris        | 5 Poultices/pack                             | 3.35    |
| 0118 | Ponds          | Cold Cream 3.5 oz.                           | 6.05    |
| 0117 | Ponds          | Moisturing Cream 3.9 oz.                     | 6.65    |
| 0194 | Portofino Cafe | Cigar                                        | 2.80    |
| 0339 | Poty Toys      | 1/175 Model N.A.S.A. Space<br>Shuttle Chall. | 13.25   |
| 0109 | Prell          | Shampoo 3 oz.                                | 3.95    |
| 1553 | Preparation-H  | Hemorrhoidal Ointment 1 oz.                  | 6.40    |

| Item | Brand               | Description                            | Price   |
|------|---------------------|----------------------------------------|---------|
| 1553 | Preparation-H       | Suppositories 12/box                   | \$ 8.10 |
| 0136 | Press & Go          | Nail Color Artificial Nails (20)       | 4.50    |
| 0139 | Prestige            | Crayon Lip Liner                       | 2.75    |
| 0137 | Prestige            | La Crayon Makeup Pencil                | 2.75    |
| 1607 | Price Stern & Sloan | Books                                  | 1.75    |
| 1606 | Price Stern & Sloan | Books                                  | 1.95    |
| 1604 | Price Stern & Sloan | Books                                  | 2.95    |
| 1605 | Price Stern & Sloan | Books                                  | 3.95    |
| 1608 | Price Stern & Sloan | Books                                  | 4.95    |
| 1609 | Price Stern & Sloan | Books                                  | 9.95    |
| 0397 | Primo Del Rey       | Cazadores Cigar                        | 4.10    |
| 0339 | Primo Del Rey       | Cortos Cigar                           | 6.75    |
| 0396 | Primo Del Rey       | Selection No. 2 Cigar                  | 4.80    |
| 0398 | Primo Del Rey       | Selection No. 4 Cigar                  | 4.10    |
| 0861 | Pupa                | Cosmetic Kit                           | 195.00  |
| 1623 | Pure Badger         | Shaving Brush                          | 14.95   |
| 1514 | Red Cross           | Toothache Medication 1/8 oz.           | 3.75    |
| 0453 | Reeses              | Candy Bar                              | .74     |
| 1576 | Remegel             | Chewable Antiacid 8/Box                | 1.35    |
| 0021 | Revlon              | All Day Moisture Lotion 2 oz.          | 11.50   |
| 0029 | Revlon              | Cuticle Remover 1/2 fl. oz.            | 4.45    |
| 0020 | Revlon              | Eterna 27 2 oz.                        | 14.50   |
| 0025 | Revlon              | Extra Gentle Nail Enamel Remover 8 oz. | 3.25    |

| Item | Brand         | Description                                   | Price   |
|------|---------------|-----------------------------------------------|---------|
| 0024 | Revlon        | Fast Acting Nail Enamel Remover 8 oz.         | \$ 3.25 |
| 0028 | Revlon        | Gentle Nail Enamel Remover 3.4 oz.            | 4.75    |
| 0018 | Revlon        | Love Pat Moisturizing Powder 4 oz.            | 6.45    |
| 0022 | Revlon        | Moondrops Enriched Eye Balm 1 oz.             | 7.95    |
| 0023 | Revlon        | Moondrops Moisturized Enriched Cream Cleanser | 8.95    |
| 0019 | Revlon        | Moondrops Revitalizing Cleanser 8 fl. oz.     | 8.95    |
| 0033 | Revlon        | Nail & Cuticle Conditioner 1/2 oz.            | 4.45    |
| 0059 | Revlon        | Nail File                                     | 1.65    |
| 0030 | Revlon        | Nail Mender Kit 1/2 fl. oz.                   | 5.45    |
| 0026 | Revlon        | Nail Polish 1/2 fl. oz.                       | 3.00    |
| 0027 | Revlon        | Quick Dry Spray 4 oz.                         | 4.85    |
| 0031 | Revlon        | Ridge Filler 1.2 fl. oz.                      | 4.15    |
| 0017 | Revlon        | Touch & Flow Makeup 1.25 fl. oz.              | 5.45    |
| 0032 | Revlon        | Wonder Nail 1/2 fl. oz.                       | 5.25    |
| 1372 | Right Guard   | Spray Deodorant 3 oz.                         | 4.19    |
| 0260 | Robert Burns  | Black Watch Cigar                             | 2.25    |
| 1010 | Robert Piguet | Eau De Toilette Spray 1-2/3 oz.               | 29.50   |
| 1009 | Robert Piguet | Eau De Toilette 1-2/3 oz.                     | 28.00   |
| 1008 | Robert Piguet | Perfume .25 oz.                               | 45.50   |
| 1489 | Robitussin    | DM 4 oz.                                      | 5.65    |



| Item | Brand            | Description                 | Price   |
|------|------------------|-----------------------------|---------|
| 1490 | Robitussin       | PE 4 oz.                    | \$ 5.65 |
| 1491 | Robitussin       | Regular 4 oz.               | 3.69    |
| 0092 | Soft & Dry       | Deodorant 2.5 oz.           | 4.25    |
| 1401 | Solarcaine       | Lotion 3 oz.                | 5.19    |
| 1398 | Solarcaine       | Spray 3 oz.                 | 6.95    |
| 1569 | Sominex II       | 16 tab/box                  | 5.35    |
| 0234 | Sony             | Walkman FM                  | 61.25   |
| 1480 | Spec-T           | Sore Throat Lozenges 10/tab | 2.65    |
| 0340 | Speed Drive Toys | Tractor with/Trailor        | 4.65    |
| 1546 | Squibb           | Mineral Oil 6 oz.           | 3.75    |
| 1443 | Squibb           | Zinc Oxide 1 oz.            | 2.75    |
| 0285 | Steven           | Gyroscope                   | 5.50    |
| 0235 | Stewart          | FM-AM Portable Radio        | 19.25   |
| 0233 | Stewart          | Shower Radio                | 19.95   |
| 0847 | Stratton         | Cigarette Cases             | 25.00   |
| 0848 | Stratton         | Cigarette Lighters          | 18.75   |
| 0846 | Stratton         | Combs                       | 9.50    |
| 0845 | Stratton         | Combs                       | 21.95   |
| 0836 | Stratton         | Compacts                    | 32.50   |
| 0837 | Stratton         | Compacts                    | 37.50   |
| 0835 | Stratton         | Compacts                    | 43.75   |
| 0839 | Stratton         | Compacts                    | 50.00   |

| Item | Brand     | Description                   | Price   |
|------|-----------|-------------------------------|---------|
| 0841 | Stratton  | Lipstick Holders              | \$16.95 |
| 0842 | Stratton  | Lipstick Holders              | 18.75   |
| 0840 | Stratton  | Lipstick Holders              | 21.95   |
| 0849 | Stratton  | Notepads with/Pen             | 25.00   |
| 0843 | Stratton  | Pill Boxes                    | 16.95   |
| 0844 | Stratton  | Pill Boxes                    | 25.00   |
| 1481 | Sucrets   | Cherry Throat Lozenges 24/box | 4.85    |
| 1483 | Sucrets   | Cough Control Lozenges (24)   | 1.85    |
| 1482 | Sucrets   | Regular Lozenges 24/box       | 4.85    |
| 1493 | Sudafed   | Cough Syrup 4 oz.             | 5.15    |
| 1501 | Sudafed   | Nasal Decongestant 24 tabs    | 5.55    |
| 0262 | Sunbrella | Magnifying Reading Glasses    | 10.00   |
| 0263 | Sunbrella | Magnifying Reading Glasses    | 15.00   |
| 0293 | Sunbrella | Sunglasses                    | 6.00    |
| 0295 | Sunbrella | Sunglasses                    | 7.00    |
| 0294 | Sunbrella | Sunglasses                    | 8.00    |
| 0298 | Sunbrella | Sunglasses                    | 9.50    |
| 0292 | Sunbrella | Sunglasses                    | 11.00   |
| 0299 | Sunbrella | Sunglasses                    | 12.00   |
| 0297 | Sunbrella | Sunglasses                    | 14.00   |
| 0291 | Sunbrella | Sunglasses                    | 16.00   |
| 0290 | Sunbrella | Sunglasses                    | 18.00   |
| 0289 | Sunbrella | Sunglasses                    | 20.00   |

| Item | Brand            | Description                              | Price  |
|------|------------------|------------------------------------------|--------|
| 0485 | Sunshine Raisins | Candy Bars                               | \$ .74 |
| 0191 | Sup              | Minitravel Iron                          | 19.95  |
| 1621 | Swank            | Brush with Toiletry Utensils             | 31.50  |
| 1610 | Swank            | Tie Clips                                | 16.50  |
| 1614 | Swank            | Tie Clips                                | 20.25  |
| 1612 | Swank            | Tie Clips                                | 21.00  |
| 1613 | Swank            | Tie Clips                                | 15.00  |
| 1611 | Swank            | Tie Pins                                 | 16.50  |
| 1616 | Swank            | Tie Pins                                 | 20.25  |
| 1615 | Swank            | Tie Pins                                 | 24.00  |
| 1639 | Swank            | Travelers Kit                            | 22.50  |
| 0251 | Swisher Sweet    | Cigar                                    | .70    |
| 1590 | Sylvania         | Flash Bars 10 Flashes                    | 3.98   |
| 1302 | Tabac            | After Shave 3 3/8 oz.                    | 14.50  |
| 1303 | Tabac            | After Shave 5 7/8 oz.                    | 18.50  |
| 1301 | Tabac            | Cologne Spray 100 ml.                    | 16.50  |
| 1299 | Tabac            | Cologne 3 3/8 oz.                        | 15.50  |
| 1298 | Tabac            | Cologne 4.25 oz.                         | 13.50  |
| 1300 | Tabac            | Cologne 5 7/8 oz.                        | 19.50  |
| 1297 | Tabac            | Soap 6.75 oz.                            | 10.50  |
| 0736 | Talia            | Rings 14K Gold Electro Pltd.<br>Mounting | 10.00  |
| 0728 | Talia            | Rings 14K Gold Electro Pltd.<br>Mounting | 12.00  |

| Item | Brand            | Description                              | Price   |
|------|------------------|------------------------------------------|---------|
| 0734 | Talia            | Rings 14K Gold Electro Pltd.<br>Mounting | \$12.50 |
| 0730 | Talia            | Rings 14K Gold Electro Pltd.<br>Mounting | 15.00   |
| 0733 | Talia            | Rings 14K Gold Electro Pltd.<br>Mounting | 17.50   |
| 0729 | Talia            | Rings 14K Gold Electro Pltd.<br>Mounting | 18.00   |
| 0731 | Talia            | Rings 14K Gold Electro Pltd.<br>Mounting | 24.00   |
| 0732 | Talia            | Rings 14K Gold Electro Pltd.<br>Mounting | 25.00   |
| 0108 | Tame             | Shampoo 8 fl. oz.                        | 3.75    |
| 0965 | Tavlova          | Body Cream 8 oz.                         | 32.00   |
| 0996 | Tavlova          | Dusting Powder 3.3 oz.                   | 18.50   |
| 0967 | Tavlova          | Dusting Powder 3 oz.                     | 17.00   |
| 0961 | Tavlova          | Eau De Toilette Spray 1 oz.              | 20.50   |
| 0963 | Tavlova          | Eau De Toilette Spray 2 oz.              | 28.00   |
| 0962 | Tavlova          | Eau De Toilette 2 oz.                    | 24.50   |
| 0960 | Tavlova          | Perfume .25 oz.                          | 52.00   |
| 0964 | Tavlova          | Perfumed Body Lotion 8 oz.               | 27.00   |
| 0036 | Taylor of London | Foaming Bath and Shower Gel<br>300 ml.   | 8.95    |
| 0035 | Taylor of London | Foaming Bath Gel 300 ml.                 | 8.95    |
| 0015 | Taylor of London | Foaming Bath Seeds 25 Grams              | 7.00    |

| Item | Brand            | Description                                         | Price   |
|------|------------------|-----------------------------------------------------|---------|
| 0008 | Taylor of London | Guest Soaps 30 Grams                                | \$ 4.25 |
| 0007 | Taylor of London | Guest Soaps 30 Grams                                | 6.95    |
| 0014 | Taylor of London | Perfume Sachet                                      | 6.00    |
| 0013 | Taylor of London | Potpourri                                           | 5.00    |
| 0012 | Taylor of London | Scardinia Talcum Powder 3.5 oz.                     | 5.45    |
| 0010 | Taylor of London | Soaps                                               | 12.00   |
| 0011 | Taylor of London | Toilette Water 28 ml.                               | 11.00   |
| 0016 | Taylor of London | Wardrobe Sachet                                     | 6.00    |
| 0214 | TE-AMO           | Picadores Cigar                                     | 1.65    |
| 0216 | TE-AMO           | Relaxation Cigar                                    | 2.30    |
| 0204 | TE-AMO           | Toros Cigar                                         | 2.40    |
| 0165 | Timex            | Ladies Watches                                      | 22.95   |
| 0164 | Timex            | Ladies Watches                                      | 24.95   |
| 0160 | Timex            | Ladies Watches                                      | 29.95   |
| 0159 | Timex            | Ladies Watches                                      | 32.95   |
| 0158 | Timex            | Ladies Watches                                      | 34.95   |
| 0161 | Timex            | Mens Watches                                        | 34.95   |
| 0162 | Timex            | Mens Watches                                        | 42.95   |
| 0163 | Timex            | Mens Watches                                        | 49.95   |
| 0177 | Timex            | Quartz Battery Alarm Clock                          | 16.95   |
| 0176 | Timex            | Quartz Battery Alarm Clock                          | 27.95   |
| 0134 | Tinker Bell      | For In Hand Bubble Bath 4 bottles<br>1 fl. oz. each | 6.50    |

| Item | Brand           | Description                 | Price  |
|------|-----------------|-----------------------------|--------|
| 0257 | Tiporillos      | Cigar                       | \$ .70 |
| 0621 | Tom Laroon      | Chocolate 1.76 oz.          | 1.50   |
| 0465 | Tootsie Rolls   | Candy Bar                   | .74    |
| 1551 | Trim            | Emery Boards 10/box         | 1.10   |
| 0143 | Trim            | Finger Nail Clippers        | .99    |
| 1543 | Tucks           | 12/container                | 4.15   |
| 1630 | Turbo           | Key Chain                   | 7.50   |
| 1635 | Turbo           | Mini Flask                  | 34.50  |
| 0464 | Twisters        | Candy Bar                   | .74    |
| 0475 | Twix Caramel    | Candy Bar                   | .98    |
| 1494 | Tylenol Elixir  | Liquid 2 oz.                | 5.59   |
| 1523 | Ultra Brite     | Toothpaste 1.3 oz.          | 1.39   |
| 1440 | Unguentine Plus | First Aid Burn Cream 1 oz.  | 3.75   |
| 0625 | Van Mel Mento's | Mixed Fruit 1.3 oz.         | .65    |
| 0624 | Van Mel Mento's | Peppermint 1.3 oz.          | .65    |
| 0623 | Van Mel Mento's | Strawberry 1.3 oz.          | .65    |
| 0641 | Vantage         | Uno Card Game               | 7.50   |
| 1377 | Vaseline        | Hair Tonic 1.75 oz.         | 3.75   |
| 0112 | Vaseline        | Intensive Care Lotion 6 oz. | 3.59   |
| 1566 | Vaseline        | 1 oz. tube                  | 2.59   |
| 1565 | Vaseline        | 1- 3/4 oz. jar              | 2.05   |
| 1230 | Vetiver Carven  | After Shave 2 oz            | 15.00  |

| Item | Brand          | Description               | Price   |
|------|----------------|---------------------------|---------|
| 1231 | Vetiver Carven | After Shave 3 oz.         | \$23.00 |
| 1233 | Vetiver Carven | Eau De Toilette 2 oz.     | 19.00   |
| 1232 | Vetiver Carven | Eau De Toilette 2 oz.     | 21.00   |
| 1487 | Vicks          | Cold Medicine 6 oz.       | 7.85    |
| 1492 | Vicks          | Formula 44 4 oz.          | 5.45    |
| 1474 | Vicks          | Inhaler .007 oz.          | 3.85    |
| 1488 | Vicks          | Nyquil 6 oz.              | 8.25    |
| 1476 | Vicks          | Sinex Nasal Spray 1/2 oz. | 5.49    |
| 1473 | Vicks          | Vapor Rub 10.5 oz.        | 3.95    |
| 0106 | Vidal Sasson   | Shampoo 8 fl. oz.         | 5.75    |
| 1536 | Visine         | Eye Drops 1-1/2 oz.       | 4.59    |
| 1537 | Visine AC      | Eye Drops 1-1/2 oz.       | 5.25    |
| 0123 | Vita           | Bath Plus 10.5 oz.        | 18.00   |
| 0122 | Vita           | Bath Plus 4.2 oz.         | 12.00   |
| 1048 | Vivre          | Eau De Toilette 3.4 oz.   | 44.50   |
| 1047 | Vivre          | Makeup Bag                | 27.00   |
| 1049 | Vivre          | Perfume .47 oz.           | 77.00   |
| 0083 | VO5            | Hairspray 7 oz.           | 5.35    |
| 0189 | Walt Disney    | Trivial Pursuit Game      | 59.00   |
| 0495 | Weinrich       | Golden Nuts 3-1/2 oz.     | 1.95    |
| 0487 | Weinrich       | Orange Pralines 3-1/2 box | 2.50    |
| 0496 | Weinrich       | Peppermints 3-1/2 oz.     | 2.50    |

| Item | Brand       | Description                              | Price  |
|------|-------------|------------------------------------------|--------|
| 0256 | White Owl   | Miniature Cigars                         | \$ .90 |
| 0992 | Wild Musk   | Cologne Concentrated Spray 2 oz.         | 18.00  |
| 0989 | Wild Musk   | Cologne Spray 1.5 oz.                    | 9.95   |
| 0986 | Wild Musk   | Cologne Spray 1 oz.                      | 9.50   |
| 0991 | Wild Musk   | Dusting Powder 4 oz.                     | 12.75  |
| 0987 | Wild Musk   | Patchouli Blend Spray Cologne .375 oz.   | 6.95   |
| 0986 | Wild Musk   | Patchouli Blend Spray Cologne 1 oz.      | 9.50   |
| 0985 | Wild Musk   | Patchouli Blend Spray Cologne 2 oz.      | 10.95  |
| 0984 | Wild Musk   | Regular Cologne 4 oz.                    | 10.95  |
| 0990 | Wild Musk   | Spray Cologne .5 oz.                     | 6.95   |
| 0994 | Wild Musk   | Spray Cologne .75 oz.                    | 10.75  |
| 0993 | Wild Musk   | Spray Cologne 1 oz.                      | 12.50  |
| 0983 | Wild Musk   | Spray Cologne 2.5 oz.                    | 10.95  |
| 0408 | Winchesters | Cameron Cigar                            | 1.05   |
| 1446 | Windmill    | High Potency 500 ml. 130 tabs            | 9.98   |
| 1455 | Windmill    | Lip Service for Cold Sores 1/3 oz.       | 1.50   |
| 1445 | Windmill    | Oyster Calcium Tablets 500 ml. 60/box    | 4.98   |
| 1447 | Windmill    | Rose Hip with Vitamin C 500 ml. 100 tabs | 5.98   |
| 0115 | Windmill    | Super E Hand & Body Lotion 8 fl. oz.     | 3.25   |
| 1448 | Windmill    | Vitamin C 250 ml. 100 tabs               | 2.98   |
| 1450 | Windmill    | Vitamin E 200 IU 90 capsules             | 7.59   |
| 1449 | Windmill    | Vitamin E 400 IU 90 capsules             | 12.49  |



| Item | Brand       | Description               | Price   |
|------|-------------|---------------------------|---------|
| 0600 | Wintergreen | Skol Long Tobacco 1 oz.   | \$ 1.98 |
| 0097 | Woolite     | Gentle Laundry Soap 8 oz. | 2.85    |
| 1056 | Worth       | Atomizer Perfume .25 oz.  | 31.00   |
| 1055 | Worth       | Atomizer .25 oz.          | 41.00   |
| 1052 | Worth       | Atomizer Spray 2 oz.      | 24.00   |
| 1051 | Worth       | Dusting Powder 5 oz.      | 24.00   |
| 1054 | Worth       | Eau De Toilette 2 oz.     | 23.50   |
| 1053 | Worth       | Eau De Toilette 4 oz.     | 37.00   |
| 1050 | Worth       | Perfume Soap 3-1/2 oz     | 10.00   |
| 1058 | Worth       | Regular Perfume .25 oz.   | 40.00   |
| 1057 | Worth       | Regular Perfume .5 oz.    | 68.00   |
| 1059 | Worth       | Regular Perfume 1/8 oz.   | 24.00   |
| 0482 | Wrigleys    | Big Red Gum               | .98     |
| 0444 | Wrigleys    | Big Red Gum 7 sticks      | .60     |
| 0442 | Wrigleys    | Carefree Gum 5 sticks     | .60     |
| 0443 | Wrigleys    | Chewels Gum 5 sticks      | .60     |
| 0446 | Wrigleys    | Dentine Gum 18 sticks     | .95     |
| 0477 | Wrigleys    | Doublemint Gum            | .98     |
| 0439 | Wrigleys    | Doublemint Gum 7 sticks   | .60     |
| 0480 | Wrigleys    | Extra Sugarfree Gum       | .98     |
| 0481 | Wrigleys    | Freedent Gum              | .98     |
| 0441 | Wrigleys    | Freedent Gum 5 sticks     | .60     |
| 0479 | Wrigleys    | Juicy Fruit Gum           | .98     |

| Item     | Brand           | Description                             | Price  |
|----------|-----------------|-----------------------------------------|--------|
| 0440     | Wrigleys        | Juicy Fruit Gum 7 sticks                | \$ .60 |
| 0478     | Wrigleys        | Spearmint Gum                           | .98    |
| 0438     | Wrigleys        | Spearmint Gum 7 sticks                  | .60    |
| 0445     | Wrigleys        | Trident Gum 7 sticks                    | .60    |
| 0072     | Youngs          | Nail Polish Remover Pads (24)           | 2.39   |
| 1234     | Yve St. Laurant | After Shave 3.3 oz.                     | 35.00  |
| 1102     | Yve St. Laurant | Eau De Toilette 2 oz.                   | 58.95  |
| 1368     | ZIPPO           | Lighter                                 | 10.50  |
| 1365     | ZIPPO           | Lighter                                 | 11.50  |
| 1366     | ZIPPO           | Lighter                                 | 12.50  |
| 1367     | ZIPPO           | Lighter                                 | 13.95  |
| 0458     | 3 Musketeers    | Candy Bar                               | .74    |
| 0636     |                 | Chicago Area Souvenir Book              | 5.99   |
| 0277     |                 | Porcelain Souvenirs                     | 9.95   |
| 0282     |                 | Souvenir Glass Steins                   | 9.98   |
| 0336-B-0 | Robot Pick-Up   | 13.75                                   |        |
| 0428     |                 | Bauer - Bavarian Mints 12 oz.           | 10.85  |
| 0331B    | Toys            | 1/18 Model of Ferrari<br>Testarosa 1984 | 33.75  |
| 0330     |                 | 1/18 Model of Ferrari 1957              | 33.75  |
| 0332     |                 | 1/18 Model of Ferrari 250<br>GTO 1962   | 33.75  |
| 0429     | Colt D'Or       | Chocolates 8-3/4 oz. box                | 9.95   |

| Item | Brand               | Description                   | Price   |
|------|---------------------|-------------------------------|---------|
| 0375 | Conesco             | Stuffed Toys                  | \$10.50 |
| 0541 | Davids              | Sunflower Kernels 4 oz.       | 1.35    |
| 0645 | Designs by Margaret | Teddy Bears                   | 24.00   |
| 0643 | Designs by Margaret | Teddy Bears                   | 48.50   |
| 0644 | Designs by Margaret | Teddy Bears                   | 70.00   |
| 0421 | De Mets             | Turtles 21 oz. box            | 8.50    |
| 0589 | Evans               | Calif. Mix 3 oz. bag          | 1.25    |
| 0581 | Evans               | Carob Raisins 3 oz. bag       | 1.39    |
| 0577 | Evans               | Pineapple Treats 7 oz.        | 1.99    |
| 0579 | Evans               | Student Mix 3 oz. bag         | 1.09    |
| 0587 | Evans               | Sunflower 4 oz. bag           | .89     |
| 0576 | Evans               | Sweet & Salty Mix 3 oz. bag   | 1.09    |
| 0576 | Evans               | Trail Mix 3 oz. bag           | 1.25    |
| 0578 | Evans               | Tropical Mix 3 oz. bag        | 1.25    |
| 0333 | Shaider Toys        | Spaceship Pistol              | 15.65   |
| 0344 | Star Toys           | Battery Operated Remote Truck | 16.25   |

*Exhibit "J".*

*Exempt Positions.*

*Executive Assistant Manager**Job Description*

Usually is second-in-command in store unit and reports directly to General Manager.

Is next in line and is in training to be ready for Store Manager when the opportunity arises.

In training, performs many of the General Manager's duties only to a lesser degree.

Among the duties to be performed are:

1. Maintain a weekly schedule for all hourly employees.
2. Must be well versed and knowledgeable in all bookkeeping functions.
3. Must be able to understand and analyze monthly operating statements.
4. Must be able to work up all monthly reports.
5. Must be completely knowledgeable in all areas of stockroom functions, such as:
  - A. Shipping and receiving
  - B. Record keeping (receiving log, etc.)
  - C. Inventory control
  - D. Ordering
  - E. Minor maintenance
  - F. Damage and quality control
  - G. Gross profit structure and pricing
6. Must have knowledge and ability to train employees for further development.
7. Maintain a high standard of morale.
8. Perform all payroll functions.
9. Know how to interview potential employees and terminate employees when necessary.

10. Must be fully knowledgeable in all areas of security, i.e. internal, shoplifting, stockroom receiving.
11. Must be knowledgeable in all areas of latest merchandising and display techniques.
12. Must see that store(s) are kept up to high standards of the Faber tradition.
13. Must have good "public relations" ability to deal with all who come in contact with him.
14. Must be of good character and high moral standards.
15. Perform any other duties as directed by management.

In essence, must be able to assist General Manager in total operation of unit.

*First Assistant Manager*

*Job Description*

Person in training to be eventually promoted to "Executive Assistant".

Reports to General Manager and Executive Assistant.

This person wears many hats and is given many opportunities to excel.

Some of his/her job duties are:

1. To assist General Manager and Executive Assistant in all aspects of the unit's operation, some of which are listed below.
2. To help train new employees.
3. To help in some of the bookkeeping functions.
4. Help promote high employee morale.
5. Help to physically maintain quality merchandising and store appearance.
6. Learn store operations from Manager and Executive Assistant.
7. Be available for all working shifts.

8. Help with "change-of-shift" duties by checking in and out employees registers.
9. Be available for unexpected and unforeseen emergencies such as helping in stockroom, as a cashier or in bookkeeping department.
10. Must be able to handle any crisis if he is in charge during the absence of his supervisor.
11. Must have initiative and show originality.
12. Must be able to accept responsibilities and carry them out to satisfaction and with company policies and procedures.
13. Must be of good moral character with obvious emphasis on honesty and integrity.
14. Is encouraged to offer his own creative ideas to help improve all areas of store operation.
15. Perform any other duties as directed by management.

*Cosmetic Buyer*

*Job Description*

This person must have experience in buying cosmetics. She must be knowledgeable in the various lines of cosmetics.

Some of her major duties and responsibilities are:

1. Get as much training as possible, such as attending "franchise" schools and cosmetic schools.
2. Buy "direct" as much as possible with fragrance and cosmetic companies to get the best possible cost prices.
3. Train cashiers with potential to become possible cosmeticians and/or buyers.
4. Be able to merchandise and display the products she buys.
5. Travel to cosmetic and gift shows in search of new and profitable merchandise.
6. Shop for "competitive pricing".
7. When buying merchandise at cost, write up purchase orders, showing retail prices to coincide with a predetermined gross profit structure.

8. Set up stock control (buy cards) for all companies for inventory control.
9. Work with General Manager to determine types of merchandise to be carried.
10. Work with stockroom manager to help with inventory control and pricing.
11. When and if necessary, help with some assistant manager duties.
12. Work with sales representatives at store level for the purpose of buying.
13. Create and maintain a purchase order file system.
14. Perform any other duties as directed by management.

*Candy/Tobacco/Toy Buyer*

*Job Description*

This person should have a knowledge of "buying" and dealing with "wholesale suppliers".

Some of the major responsibilities are:

1. Buy all merchandise at cost and set retails to conform with predetermined gross profit.
2. Be able to "merchandise and display" products he buys.
3. Set up "stock control" (buy cards) for inventory control.
4. Work with General Manager to determine types of merchandise to be carried.
5. Work with stockroom manager to help with inventory control and pricing.
6. Make it a point to travel to "gift shows" and local sources to search for new and profitable merchandise.
7. When and if necessary, help with some assistant manager duties.
8. Work with sales representatives at store level for the purpose of buying.
9. Go out in the marketplace and do "competitive pricing".
10. Perform any other duties as directed by management.

*Exhibit "K".**Guarantee.*

Faber Enterprises, Inc., a Delaware corporation and the owner of seventy percent of the outstanding shares of Faber Drug Co., Inc., an Illinois corporation, hereby unconditionally guarantees the full performance by Faber Drug Co., Inc. of all the obligations, conditions, covenants and agreements contained in that certain Drug Store Concession License Agreement ("Agreement") dated \_\_\_\_\_, 1987 by and between the City of Chicago, a home rule municipality of the State of Illinois, and Faber Drug Co., Inc. Faber Enterprises Inc., agrees that its obligations hereunder shall remain in full force and effect as to any modifications or amendments of this Agreement.

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EXECUTION OF POPCORN CART CONCESSION LICENSE  
AGREEMENT WITH CHICAGO CORN POPPERS AT  
CHICAGO MIDWAY AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 26, 1988.

*To the President and Members of the City Council:*

Your Committee on Aviation, having under consideration an ordinance authorizing a Popcorn Cart Concession License Agreement between the City of Chicago and Chicago Corn Poppers for Midway Airport, begs leave to recommend that Your Honorable Body *Pass* the said ordinance, which is transmitted herewith.

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

Respectfully submitted,  
(Signed) THOMAS W. CULLERTON,  
*Chairman.*

On motion of Alderman Cullerton, 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, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago a Popcorn Concession License Agreement for certain premises in the Terminal Building at Chicago Midway Airport, said Agreement to be substantially in the following form:

[Popcorn Cart Concession License Agreement immediately  
follows Section 2 of this ordinance]

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

Popcorn Cart Concession License Agreement attached to this ordinance reads as follows:

*Popcorn 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 Chicago Corn Poppers, an \_\_\_\_\_ 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 Midway 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 Licenser has determined after careful examination and review of various proposals that Licensee is best qualified to operate a concession at the Airport and Licenser 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. Licenser, 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 popcorn cart concession and for no other purpose:

Space No. \_\_\_\_\_ consisting of 30 square feet, in Terminal Building B (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. \_\_\_\_\_, consisting of fifty (50) square feet in Terminal Building B (Exhibit "C"); and

all space as indicated on Exhibits "A" and "C" 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. Licenser grants to Licensee a nonexclusive privilege, in common with others that Licenser 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.

D. Relocation. Licensor by and through the Commissioner reserves the right to require Licensee during the term of this Agreement, the relocation of installed improvements within the terminal buildings or the exchange of the Premises for other areas of equivalent size and exposure to the travelling public where and when in the opinion of the Commissioner such is necessary for the proper functioning of the Airport.

## *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 Guarantee License Fee 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 11, during the term of this Agreement, Licensee agrees to pay Licensor the following fees:

(1) Annual Fixed License Fee. A license fee of Fifteen Dollars (\$15.00) per square foot per annum ("Fixed License Fee") for the Premises upon Section 1 (A), 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 Two Hundred Dollars (\$15,200.00) per annum for the period beginning on the Operations Date and ending 365 days thereafter. During the remainder of the term of this Agreement, the minimum annual percentage fee shall be an amount equal to 80% of the actual amount paid in the previous year as Percentage License Fees, but in no case is the Minimum Guarantee License Fee (as hereinafter defined) for a subsequent year to be less than Fifteen Thousand Two Hundred Dollars (\$15,200.00) 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 nineteen percent (19%) 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 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. 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 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 Midway 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 \_\_\_\_\_ 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 \_\_\_\_ 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. Licensors agree 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 Licensors 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 Exhibits \_\_\_\_\_. 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 Exhibits \_\_\_\_\_ 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-three Dollars (\$143.00) 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 Exhibits \_\_\_\_\_ attached hereto, Licensor will provide the following improvements:

(1) Demising Partitions:

Painted 3/4 inch plaster on concrete block with vinyl base.

(2) Ceilings:

Combination suspended linear aluminum, perforated, with mylar faced fiberglass acoustical batts; 5/8 inch 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.

(3) Flooring:

Carpet in project standard pattern No. 2.

(4) 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.

(5) Fire Protection:

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

(6) 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.

(7) Electrical Outlets:

One 120 volt-shared circuit duplex electrical outlet per 150 square feet of leased area. Wall-mounted with brushed chrome coverplate.

Tenant electrical consumption is to be separately metered and shall not exceed limits established by this Agreement.

(8) Telephone:

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 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 Seven Thousand Six Hundred Dollars (\$7,600.00) 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 \_\_\_\_\_ 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 Licensors.

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 Licensors 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 granted 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

Licensors 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 Licensors 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 Licensors.

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, Licensors may allow Licensee to make such removal or alteration on condition that Licensee completely repair any resulting damage at Licensee's own expense. Licensors may also agree to make the repairs on condition that Licensee reimburse Licensors 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 Licensors' 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 Licensors may, at Licensors' option, either (a) repair such damage as soon as reasonably possible at Licensors' 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 Licensors' 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 continue 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 insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies Shall Be Endorsed To Provide:

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

Commissioner, Department of Aviation  
City of Chicago  
20 North Clark Street  
Suite 3000  
Chicago, Illinois 60602

and City Comptroller  
City of Chicago  
121 North LaSalle  
Street  
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 workforce 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 workforce, 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, the 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 license termination and with respect to the balance of the term of the Agreement specified herein, exceeds the amount of such 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, Licensors 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 Licensors of any remedy provided in this Agreement, shall be cumulative and shall in no way affect any other remedy available by Licensors 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 Licensors 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.*

Licensors 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.]

[Exhibits "A" and "C" attached to this Agreement printed on pages 16325 through 16326 of this Journal.]

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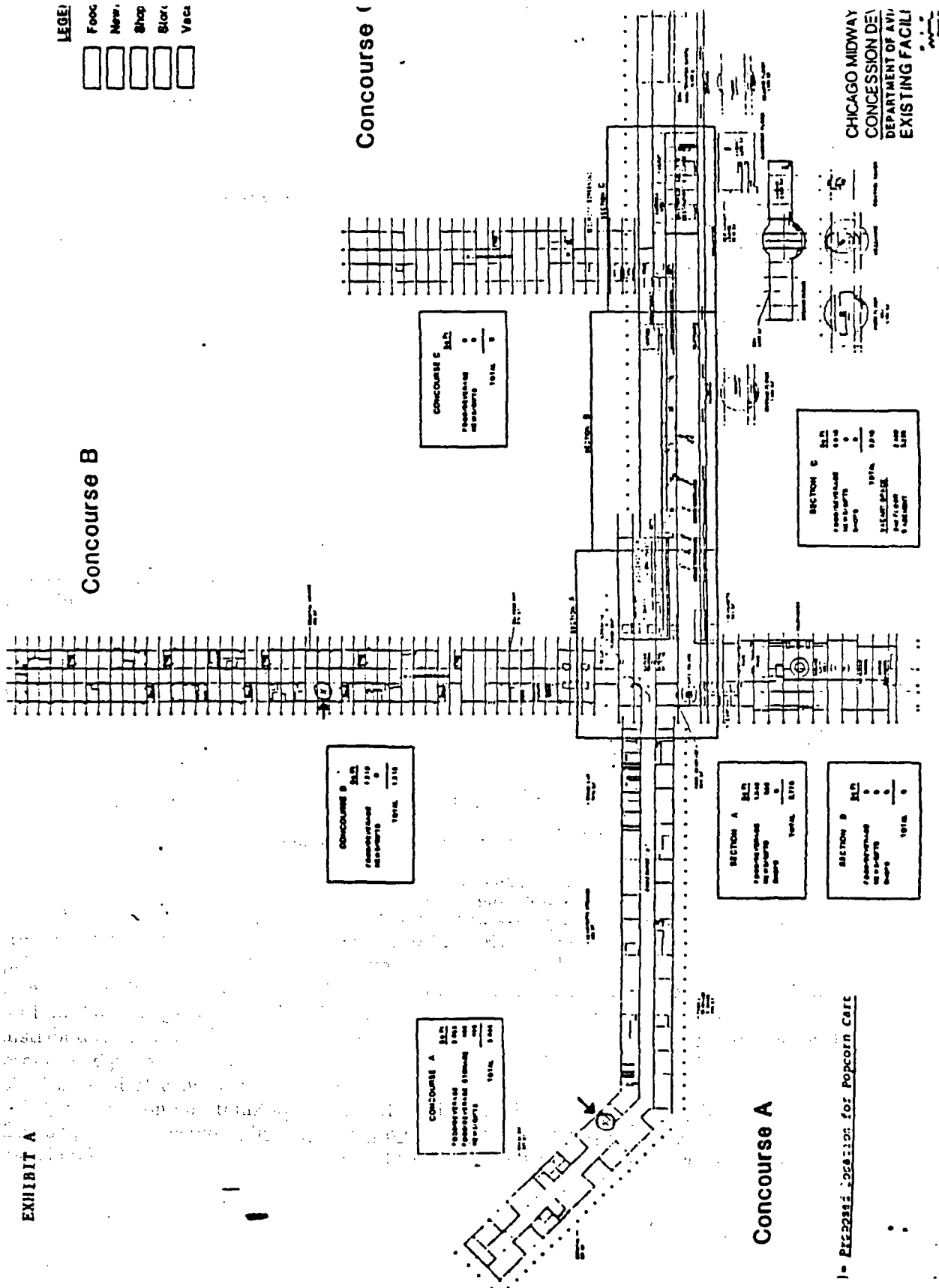
EXECUTION OF JEWELRY SHOP CONCESSION LICENSE  
AGREEMENT WITH J. L. ANSTETH JEWELERS  
LIMITED AT CHICAGO O'HARE  
INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 26, 1988.

(Continued on page 16327)

EXHIBIT A





(Continued from page 16324)

*To the President and Members of the City Council:*

Your Committee on Aviation, having had under consideration an ordinance authorizing a Concession License Agreement between the City of Chicago and J. L. Ansteth Jewelers Ltd. for Chicago O'Hare International Airport begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,  
(Signed) THOMAS W. CULLERTON,  
*Chairman.*

On motion of Alderman Cullerton, 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, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*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 Acting Mayor, subject to attestation by the City Clerk, and approval by the Acting 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 Jewelry Shop Concession License Agreement with J. L. Ansteth Jewelers, Ltd. for certain premises at Chicago O'Hare International Airport, said Agreement to be substantially in the form as attached to this ordinance.

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

Jewelry Shop Concession License Agreement attached to this ordinance reads as follows:



*Jewelry Shop 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 J. L. Ansteth Jewelers, Ltd. 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 DuPage, 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 "Concession Operations Space") located on the Airport property to be used for the purpose of operating a jewelry concession and for no other purpose:

Space No. B-5 consisting of five hundred fifty-four (554) square feet, in Terminal Building 1 (Exhibits "A" and "B");

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. C0067, consisting of two hundred three (203) square feet in Terminal Building 1 (Exhibit "C");

and all space as indicated on Exhibit(s) A, B and C 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.

D. Relocation. Licensor by and through the Commissioner reserves the right to require Licensee, during the term of this Agreement, the relocation of installed improvements within the Terminal Buildings or the exchange of any of the Premises for other areas of equivalent size and exposure to the traveling public where and when in the opinion of the Commissioner such is necessary for the proper functioning of the Airport.

## *Section 2.*

### *Term.*

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

- (a) The ninetieth (90th) 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 Guaranteed License Fee 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 11, 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), 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 One Hundred Eight Thousand, Eight Hundred Dollars (\$108,800.00) per annum for the period beginning on the Operations Date and ending 365 days thereafter. During the remainder of the term of this Agreement, the minimum annual percentage fee shall be an amount equal to 80% of the actual amount paid in the previous year as Percentage License Fees but in no case is the Minimum Guarantee License Fee (as hereinafter defined) for a subsequent year to be less than One Hundred

Eight Thousand, Eight Hundred Dollars (\$108,800.00) 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 seventeen percent (17%) 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 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 sublicensee 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 jewelry shop 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 "D" 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 Exhibits "A" and "B". 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 Exhibits "A" and "B" 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 Fifty-five Thousand Four Hundred Dollars (\$55,400.00).

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 "B" attached hereto, Licensor will provide the following improvements:

(1) Demising Partitions:

Painted 3/4 inch plaster on concrete block with vinyl base.

(2) Ceilings:



Combination suspended linear aluminum, perforated, with mylar faced fiberglass acoustical batts; 5/8 inch 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.

(3) Flooring:

Carpet in project standard pattern No. 2.

(4) 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.

(5) 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.

(6) Fire Protection:

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

(7) 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.

(8) Electrical Outlets:

One 120 volt-shared circuit duplex electrical outlet per 150 square feet of leased area. Wall-mounted with brushed chrome coverplate.

Tenant electrical consumption is to be separately metered and shall not exceed limits established by this Agreement.

(9) Telephone:

One outlet and associated wiring per 200 square feet of leased area, wall mounted with brushed chrome coverplate.

In these same spaces Licensee will provide:

All equipment, furniture, finishings 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 Licensors.

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 Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety or irrevocable letter of credit, if applicable, to Licensors, in the sum of Fifty Four Thousand, Four Hundred Dollars (\$54,400.00) which bond or irrevocable letter of credit shall guarantee faithful performance of each and every provision of this Agreement.

#### *Section 7.*

##### *Notices.*

Notices of Licensors 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 29 East Madison Street, Suite 1217, Chicago, Illinois 60602 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 Licensors.

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 Licenser 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 Licenser.*

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

Licenser 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 Licenser 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 Licensors prior to commencement of this Agreement. Thereafter, prices may be decreased or increased as mutually agreed by Licensee and Licensors. In the event that Licensee adds merchandise items Licensee shall submit to Licensors not less than annually a schedule of such new merchandise items it proposes to be offered for sale on the granted 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 Licensors' 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 Licensors, under the provisions of Section 24.

B. Inspection and Review. Licensors 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 Licensors shall deem necessary. Licensee shall cooperate in such inspections and provide any documentation reasonably required by Licensors.

#### *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, Licensors 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 Licensors, 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 Licensors may, at Licensors's option, either (a) repair such damage as soon as reasonably possible at Licensors'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 Licensors'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 Licensors elects to terminate this Agreement pursuant hereto, Licensee shall have the right within ten (10) days after receipt of the required notice to notify Licensors in writing of Licensee's intention to repair such damage at Licensee's expense, without reimbursement from Licensors, 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. Licensors 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, Licensors 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 insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies Shall Be Endorsed To Provide:

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

Commissioner, Department of Aviation  
City of Chicago  
20 North Clark Street  
Suite 3000  
Chicago, Illinois 60602

and City Comptroller  
City of Chicago  
121 North LaSalle  
Street  
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, the 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 Licensors 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; and

(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.

*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.]

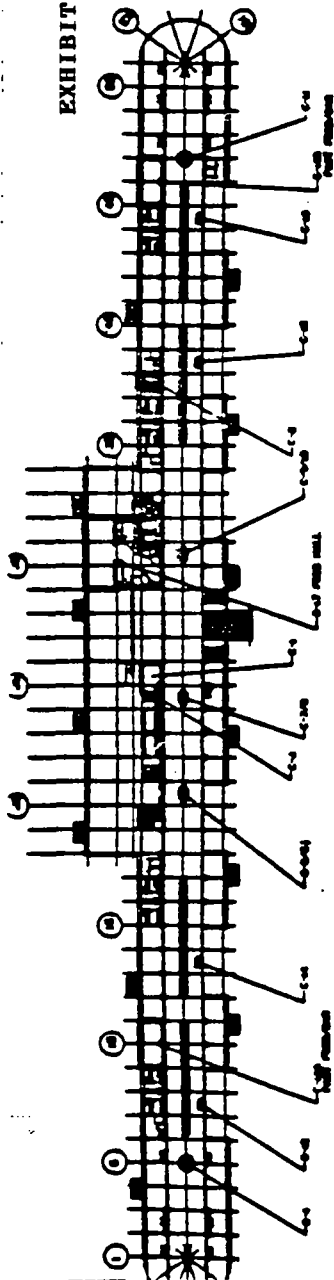
[Exhibits A, B and C attached to this Agreement printed on  
pages 16356 through 16358 of this Journal.]

Exhibit "D" attached to this agreement reads as follows:

(Continued on page 16359)

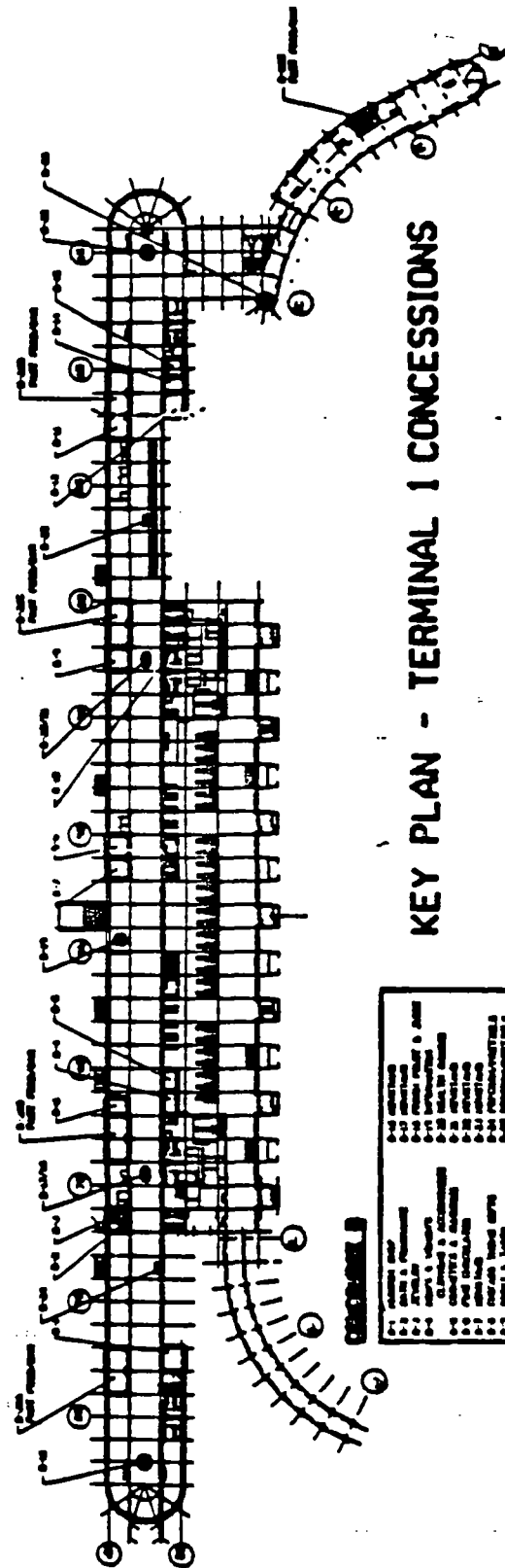
**ODP**  
 Chicago, Illinois  
 Department of Public Works  
 City of Chicago  
 Office of the Director  
 120 North Dearborn Street  
 Chicago, Illinois 60610  
 (312) 321-1000

**EXHIBIT A**



**LEGEND**

|      |           |
|------|-----------|
| 1-10 | CONCOURSE |
| 1-11 | TERMINAL  |
| 1-12 | FIELD     |
| 1-13 | CONCOURSE |
| 1-14 | TERMINAL  |
| 1-15 | FIELD     |
| 1-16 | CONCOURSE |
| 1-17 | TERMINAL  |
| 1-18 | FIELD     |
| 1-19 | CONCOURSE |
| 1-20 | TERMINAL  |
| 1-21 | FIELD     |
| 1-22 | CONCOURSE |
| 1-23 | TERMINAL  |
| 1-24 | FIELD     |
| 1-25 | CONCOURSE |
| 1-26 | TERMINAL  |
| 1-27 | FIELD     |
| 1-28 | CONCOURSE |
| 1-29 | TERMINAL  |
| 1-30 | FIELD     |
| 1-31 | CONCOURSE |
| 1-32 | TERMINAL  |
| 1-33 | FIELD     |
| 1-34 | CONCOURSE |
| 1-35 | TERMINAL  |
| 1-36 | FIELD     |
| 1-37 | CONCOURSE |
| 1-38 | TERMINAL  |
| 1-39 | FIELD     |
| 1-40 | CONCOURSE |
| 1-41 | TERMINAL  |
| 1-42 | FIELD     |
| 1-43 | CONCOURSE |
| 1-44 | TERMINAL  |
| 1-45 | FIELD     |
| 1-46 | CONCOURSE |
| 1-47 | TERMINAL  |
| 1-48 | FIELD     |
| 1-49 | CONCOURSE |
| 1-50 | TERMINAL  |



**KEY PLAN - TERMINAL 1 CONCESSIONS**

|      |           |
|------|-----------|
| 1-1  | CONCOURSE |
| 1-2  | TERMINAL  |
| 1-3  | FIELD     |
| 1-4  | CONCOURSE |
| 1-5  | TERMINAL  |
| 1-6  | FIELD     |
| 1-7  | CONCOURSE |
| 1-8  | TERMINAL  |
| 1-9  | FIELD     |
| 1-10 | CONCOURSE |
| 1-11 | TERMINAL  |
| 1-12 | FIELD     |
| 1-13 | CONCOURSE |
| 1-14 | TERMINAL  |
| 1-15 | FIELD     |
| 1-16 | CONCOURSE |
| 1-17 | TERMINAL  |
| 1-18 | FIELD     |
| 1-19 | CONCOURSE |
| 1-20 | TERMINAL  |
| 1-21 | FIELD     |
| 1-22 | CONCOURSE |
| 1-23 | TERMINAL  |
| 1-24 | FIELD     |
| 1-25 | CONCOURSE |
| 1-26 | TERMINAL  |
| 1-27 | FIELD     |
| 1-28 | CONCOURSE |
| 1-29 | TERMINAL  |
| 1-30 | FIELD     |
| 1-31 | CONCOURSE |
| 1-32 | TERMINAL  |
| 1-33 | FIELD     |
| 1-34 | CONCOURSE |
| 1-35 | TERMINAL  |
| 1-36 | FIELD     |
| 1-37 | CONCOURSE |
| 1-38 | TERMINAL  |
| 1-39 | FIELD     |
| 1-40 | CONCOURSE |
| 1-41 | TERMINAL  |
| 1-42 | FIELD     |
| 1-43 | CONCOURSE |
| 1-44 | TERMINAL  |
| 1-45 | FIELD     |
| 1-46 | CONCOURSE |
| 1-47 | TERMINAL  |
| 1-48 | FIELD     |
| 1-49 | CONCOURSE |
| 1-50 | TERMINAL  |

## EXHIBIT B

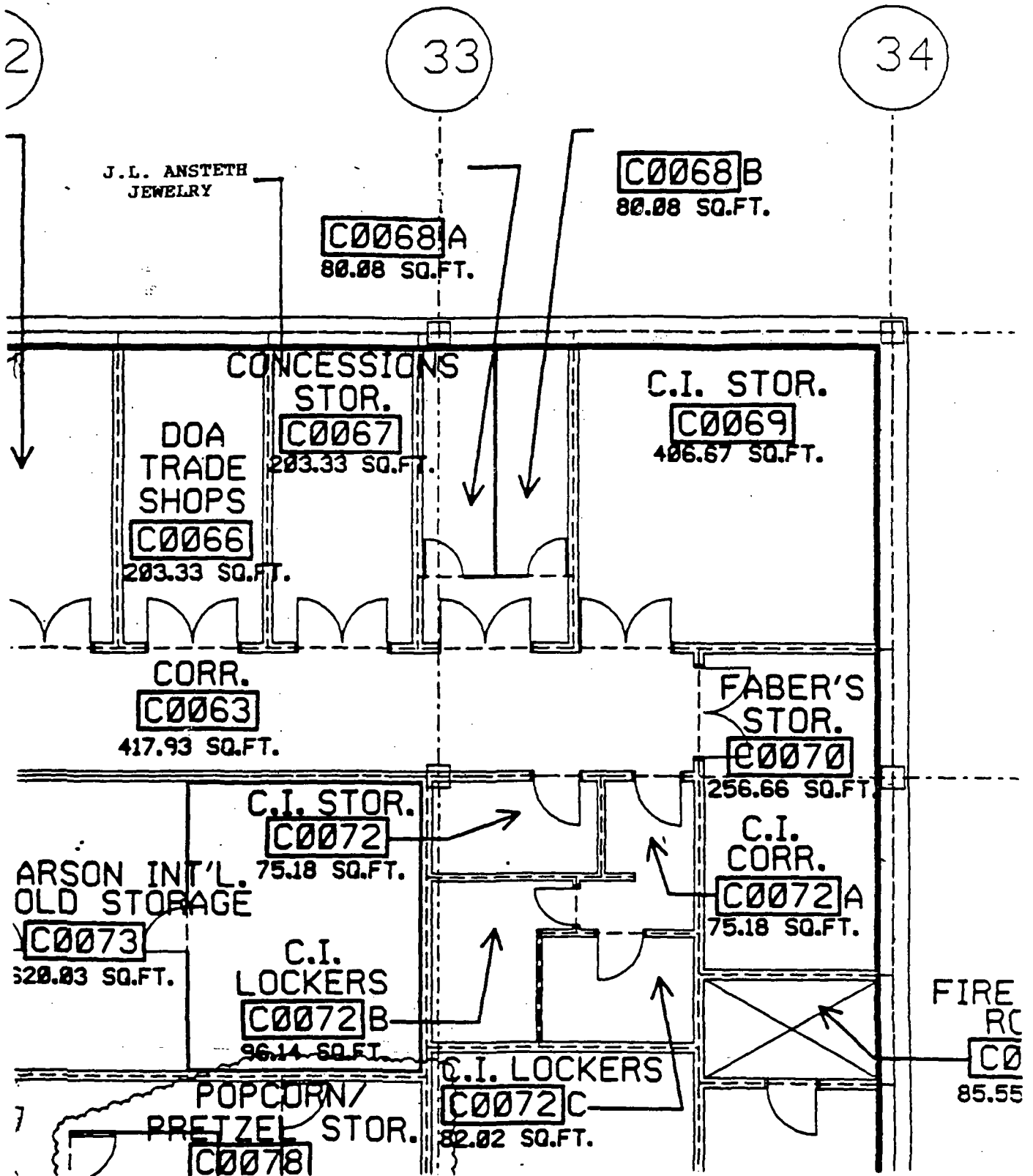
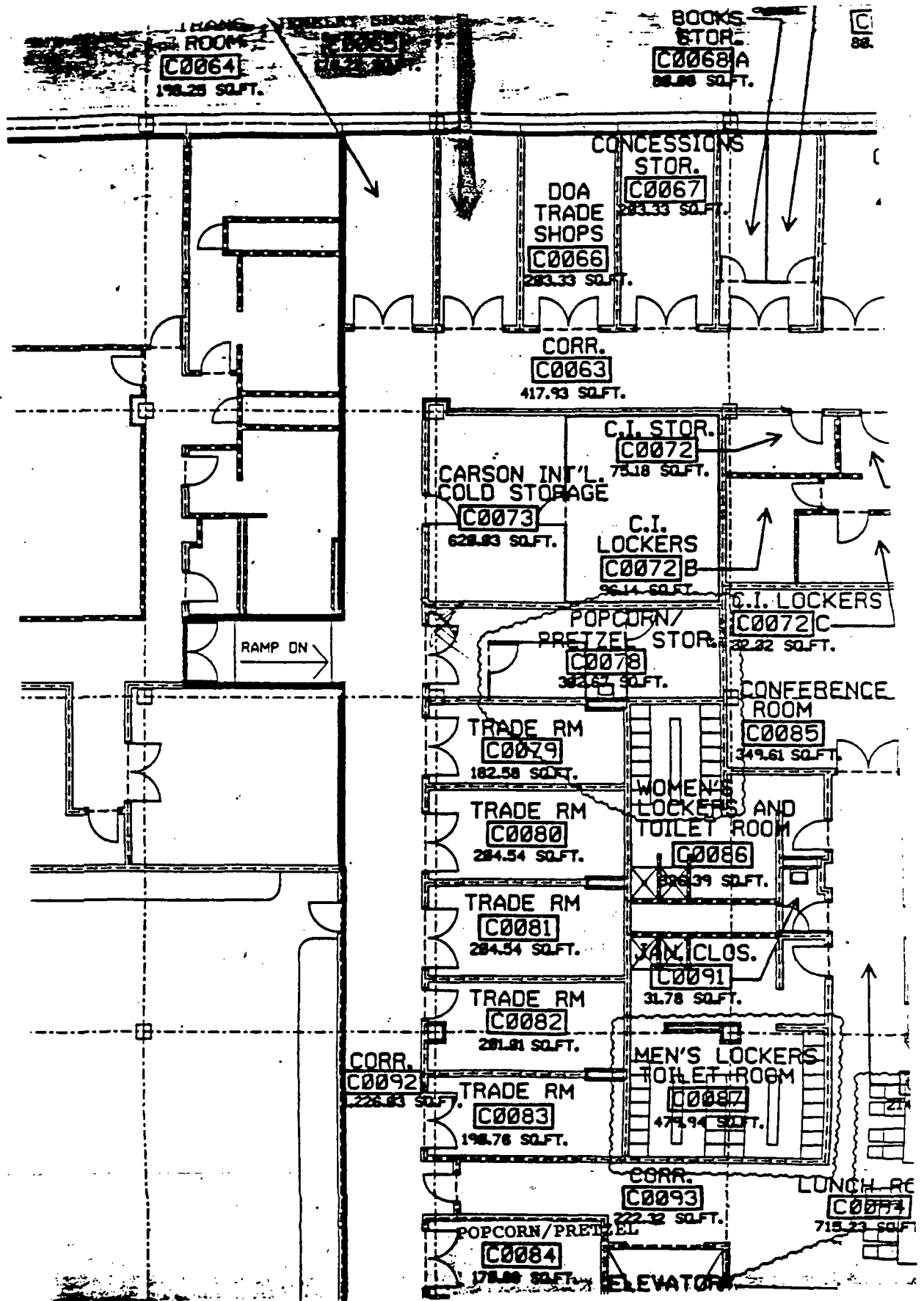


EXHIBIT C



(Continued from page 16355)

*Exhibit "D".*

| Product List                    | Selling Price |
|---------------------------------|---------------|
| 5mm Pearl Earrings              | \$55.00       |
| 6mm Pearl Earrings              | 60.00         |
| 7mm Pearl Earrings              | 90.00         |
| 7-1/2 mm Pearl Earrings         | 120.00        |
| Cultured Pearl Necklaces        | 210.00        |
|                                 | 300.00        |
|                                 | 500.00        |
|                                 | 700.00        |
| Synthetic Pearl Necklaces (8mm) | 40.00         |
| Fresh Water Pearls:             |               |
| 10 Strand Choker                | 100.00        |
| 3 Strand Choker                 | 40.00         |
| 2 Strand Choker                 | 25.00         |
| 1 Strand Choker                 | 18.00         |
| Fresh Water Bracelets:          |               |
| 3 Strand                        | 20.00         |
| 2 Strand                        | 15.00         |
| 1 Strand                        | 10.00         |



## Product List

## Selling Price

Sterling Line with Heavy Gold  
Electroplate and Synthetic Stones  
(Earrings, Chains, Pendants, Rings, Bracelets)  
Complete produce list will be ready 7/6/88

Prices Range  
From \$30.00--  
\$300.00

14K Gold Chains and Bracelets  
(Priced per gram at today's gold,  
for example today's gold we would  
charge 37.50 per gram)

Range from  
\$40.00--\$300.00

Gold Filled

Range from  
\$15.00--\$100.00

Crystal Figurines

Range from  
\$30.00--\$ 90.00

Blue Topaz Jewelry  
(Rings, Pendants, Earrings)

Range from  
\$25.00--\$250.00

Diamond Stud Earrings (14K)

\$75.00

150.00

200.00

300.00

Diamond Pendants (14K)

50.00

75.00

150.00

200.00

Diamond Bar Bracelets (14K)

250.00

Diamond Rings (14K)

75.00

150.00

300.00

500.00

| Product List                            | Selling Price |
|-----------------------------------------|---------------|
| Semi Precious Rings (14K)               | \$ 300.00     |
|                                         | 500.00        |
| Watches:                                |               |
| Beneton Watches by Bulova               | 55.00         |
| Semi Precious Stone Watches             | 59.00         |
| (Lap, Malachite, Onyx, Mother of Pearl) |               |
| Phillippe Charriol                      | 1,200.00      |
| (Stainless Steel and Gold)              |               |
| Clocks by Bulova:                       |               |
| Brass Minitures                         | 90.00         |
| Travel Clocks                           | 60.00         |
| Mantel Clocks                           | 120.00.       |

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EXECUTION OF GOURMET COFFEE AND TEA SHOP  
CONCESSION LICENSE AGREEMENT WITH  
COLOR ME COFFEE AT CHICAGO  
O'HARE INTERNATIONAL  
AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 26, 1988.

*To the President and Members of the City Council:*

Your Committee on Aviation, having had under consideration an ordinance authorizing the Mayor to execute in behalf of the City a Gourmet Coffee and Tea Shop Concession

License Agreement for O'Hare International Airport begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,  
(Signed) THOMAS W. CULLERTON,  
*Chairman.*

On motion of Alderman Cullerton, 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, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*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 Acting Mayor, subject to attestation by the City Clerk, approved by the Acting 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 Gourmet Coffee and Tea Shop Concession License Agreement for certain premises at Chicago O'Hare International Airport, said Agreement to be substantially in the form as attached to this ordinance.

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

Gourmet Coffee and Tea Shop Concession License Agreement attached to this ordinance reads as follows:

*Gourmet Coffee And Tea 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 Color Me Coffee, 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 (referred to herein as either the "Premises" or "Concession Operations Space") located on the Airport property to be used for the purpose of operating a gourmet coffee and tea concession and for no other purpose:

Space No. B-12 consisting of four hundred thirty-five (435) square feet, in Terminal Building 1 (Exhibits "A" and "B");

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 C0068A consisting of eighty (80) square feet in Terminal Building 1 (Exhibit "B"); 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 collectively referred to herein as "the Premises"). Permanent storage space will be assigned at a future date and will be addressed by appropriate amendment hereto.

B. Purpose/Operating Rights. Licensors grants to Licensee a nonexclusive privilege, in common with others that Licensors 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 ninetieth (90th) 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 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 Licensors, 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 Licensors as liquidated damages, such sum representing a reasonable approximation of the damages apt to be suffered by the Licensors.

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 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 11, during the term of this Agreement, Licensee agrees to pay Licensor the following fees:

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

- (a) An annual minimum percentage license fee (the "Minimum Guarantee License Fee") of Forty Thousand Dollars (\$40,000.00) per annum for the period beginning on the Operation Date and ending 365 days thereafter. During the remainder of the term of this Agreement, the minimum annual percentage fee shall be an amount equal to 80% of the actual amount paid in the previous year as Percentage License Fees (as hereinafter defined), but in no case is the Minimum Guarantee License Fee for a subsequent year to be less than Forty Thousand Dollars (\$40,000.00) 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 twelve percent (12%) of the gross receipts on sales up to Three Hundred Fifty Thousand Dollars (\$350,000.00); fourteen percent (14%) on gross receipts Three Hundred Fifty Thousand Dollars (\$350,000.00) up to Five Hundred Fifty Thousand Dollars (\$550,000.00); sixteen percent (16%) of gross receipts on sales exceeding Five Hundred Fifty Thousand Dollars (\$550,000.00) up to Seven Hundred Fifty Thousand Dollars (\$750,000.00); and eighteen percent (18%) of the gross receipts on sales exceeding Seven Hundred Fifty Thousand Dollars (\$750,000.00) and up.

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 (1/12th) 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. 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 sublicensee 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 considered 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 gourmet coffee and tea 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 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 Exhibits "A" and "B". The remodeling or construction of concession operations areas is to

begin within thirty (30) days after the Commencement Date and shall be completed within ninety (90) days after the Commencement Date. Failure to complete construction within said ninety (90) 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 Exhibits "A" and "B" 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 Ninety Thousand Dollars (\$90,000.00) or Two Hundred Thirty Dollars and seventy-six cents (\$230.76) 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 Exhibits "A" and "B" attached hereto, Licensor will provide the following improvements:

(1) Flooring:

Terrazzo tile.

(2) 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.

(3) Fire Protection:

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

(4) Electrical Outlets:

One 120 volt-shared circuit duplex electrical outlet per 150 square feet of leased area. Wall-mounted with brushed chrome coverplate.

(5) 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.

(6) Fire Protection:

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

(7) 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.

(8) Electrical Outlets:

One 120 volt-shared circuit duplex electrical outlet per 150 square feet of leased area. Wall-mounted with brushed chrome coverplate.

Tenant electrical consumption is to be separately metered and shall not exceed limits established by this Agreement.

(9) Telephone:

One outlet and associated wiring per 200 square feet of leased area, wall mounted with brushed chrome coverplate.

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 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 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 Twenty Thousand Dollars (\$20,000.00) 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 3000 North Sheffield, Chicago, Illinois 60657 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 Licenser.

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 Licenser 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 Licenser.*

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

Licenser 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 Licenser 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 Licenser prior to commencement of this Agreement. Thereafter, prices may be decreased or increased as mutually agreed by Licensee and Licenser. In the event that Licensee adds merchandise items Licensee shall submit to Licenser 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 Licenser'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 Licensors 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 Licensors 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 insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies Shall Be Endorsed To Provide:

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

Commissioner, Department of Aviation  
City of Chicago  
20 North Clark Street  
Suite 3000  
Chicago, Illinois 60602

and City Comptroller  
City of Chicago  
121 North LaSalle  
Street  
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 workforce 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 workforce, 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.

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*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, the 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; or
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

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 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.

*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.]

[Exhibits "A" and "B" attached to this Agreement  
printed on pages 16391 through 16392  
of this Journal.]

Exhibit "C" attached to this Agreement reads as follows:

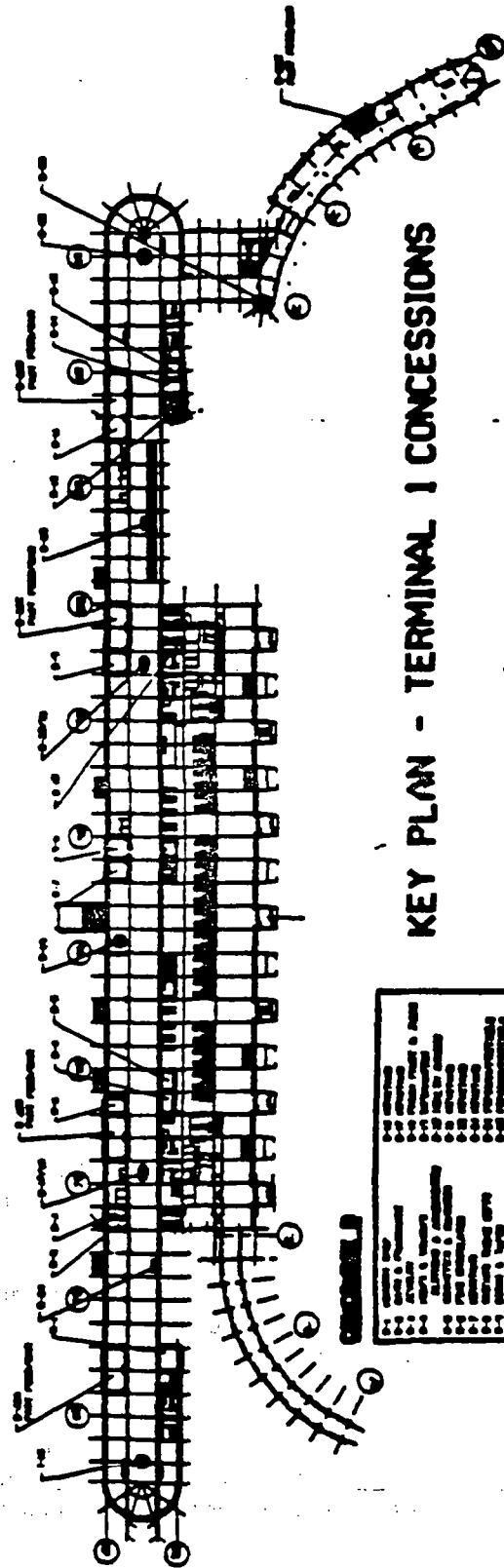
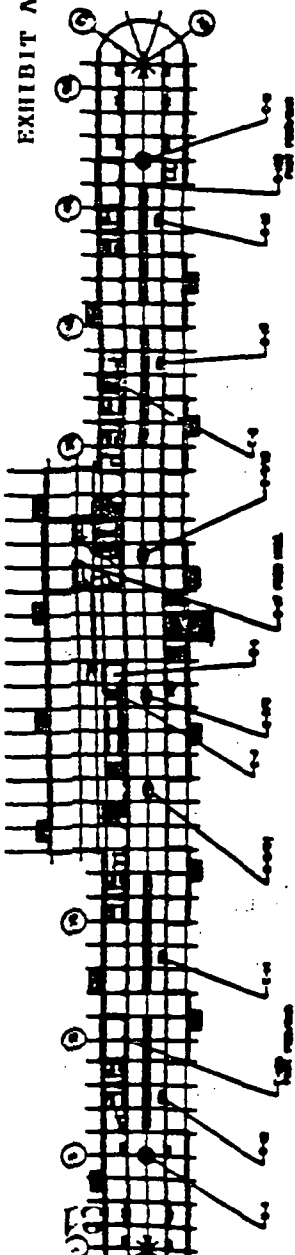
*Exhibit "C".*

*Color Me Coffee*

(Continued on page 16393)

Chicago, Illinois  
 International Airport  
 Development Program  
 City of Chicago  
 Department of Transportation  
 Office of the Director  
 1200 North Dearborn Street  
 Chicago, Illinois 60610  
 (312) 769-1000

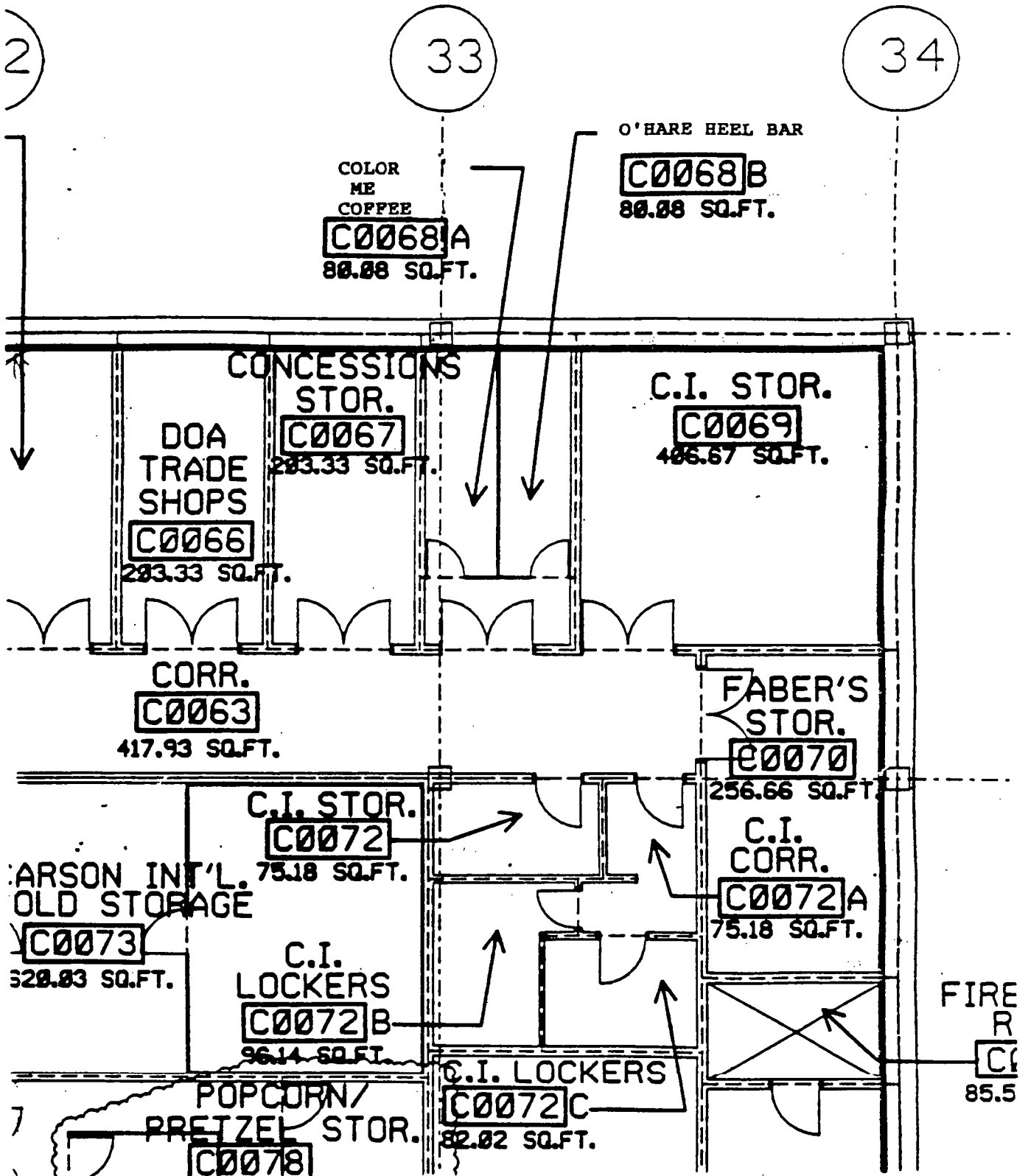
EXHIBIT A



KEY PLAN - TERMINAL 1 CONCESSIONS



## EXHIBIT B



(Continued from page 16390)

*Product Line.*

## 1. Pricing.

## Brewed Coffees: Cup

|                     |        |
|---------------------|--------|
| --House Coffee      | \$ .95 |
| --House Decaf       | 1.00   |
| --Coffee of the day | 1.00   |
| --Iced House Coffee | 1.05   |

## Espresso Based Drinks:

|                 |        |       |        |
|-----------------|--------|-------|--------|
| --Espresso      | \$1.05 | decaf | \$1.75 |
| --Cappuccino    | 1.75   | decaf | 2.00   |
| --Cafe au lait  | 1.75   | decaf | 2.00   |
| --Mocha au lait | 2.00   | decaf | 2.25   |

## Tea Drinks:

|                   |        |
|-------------------|--------|
| --Hot Tea         | \$ .95 |
| --Iced Tea        | 1.00   |
| --Hot Chocolate   | .95    |
| --Hot Apple Cider | 1.00   |

## Coffee Beans

1/2 lb.

1 lb.

## Africa:

|                  |        |        |
|------------------|--------|--------|
| --Ethiopian      | \$5.75 | \$9.95 |
| --Kenya AA       | 5.75   | 9.95   |
| --Kenya Peaberry | 5.75   | 9.95   |
| --Tanzania       | 5.75   | 9.95   |
| --Zimbabwe       | 5.75   | 9.95   |

## Central America:

|               |        |        |
|---------------|--------|--------|
| --El Salvador | \$5.60 | \$9.75 |
| --Honduras    | 5.60   | 9.75   |
| --Mexican     | 5.75   | 9.95   |

## South America:

|               |        |        |
|---------------|--------|--------|
| --Brazil      | \$5.65 | \$9.85 |
| --Colombian   | 5.65   | 9.85   |
| --Costa Rican | 5.65   | 9.85   |
| --Ecuador     | 5.60   | 9.75   |
| --Guatemala   | 5.65   | 9.80   |
| --Panama      | 5.65   | 9.85   |
| --Venezuela   | 5.65   | 9.85   |

## Indonesia:

|                   |        |         |
|-------------------|--------|---------|
| --Celebes Kalossi | \$8.25 | \$14.95 |
| --Java            | 6.40   | 11.25   |

|              |      |         |
|--------------|------|---------|
| --New Guinea | 6.40 | \$11.25 |
| --Sumatra    | 7.00 | 12.50   |

## Oceania:

|                          |        |         |
|--------------------------|--------|---------|
| --Hawaiian Kona          | \$9.25 | \$17.00 |
| --Jamaican Blue Mountain | 16.75  | 32.00   |

## Blends:

|                |        |        |
|----------------|--------|--------|
| --House Blend  | \$5.75 | \$9.95 |
| --Java-Ecuador | 5.60   | 9.75   |
| --Mocha-Java   | 5.65   | 9.85   |

## Degrees of Roast:

|            |        |         |
|------------|--------|---------|
| --Espresso | \$6.00 | \$10.25 |
| --French   | 5.75   | 9.95    |
| --Viennese | 5.75   | 9.95    |

## Swiss Water Decafs:

|             |        |         |
|-------------|--------|---------|
| --Colombian | \$6.75 | \$12.00 |
|-------------|--------|---------|

## Drip Coffee Makers (Manual):

|                                            |         |
|--------------------------------------------|---------|
| --"Chemex" 6 cup glass series              | \$25.00 |
| --"Chemex" 8 cup glass series              | 27.00   |
| --"Chemex" 10 cup glass series             | 29.00   |
| --"Chemex" 6 cup wood handle               | 23.00   |
| --"Melitta" 10 cup drip (red, grey, white) | 20.99   |

|                                                                                   |         |
|-----------------------------------------------------------------------------------|---------|
| --Color Me Coffee Personalized<br>Coffeemaker with Matching Coffee<br>Storage Jar | \$35.99 |
|-----------------------------------------------------------------------------------|---------|

## French Plunger Coffee Makers:

|                           |         |
|---------------------------|---------|
| --Bodum 8 cup             | \$25.00 |
| --Hario 6 cup Chrome/Gold | 59.95   |
| --Bodum Presso            | 15.00   |

## Stovetop Percolator Pots:

|                    |         |
|--------------------|---------|
| --Fujiware America | \$35.00 |
|--------------------|---------|

## Coffee/Tea Storage Jars:

|                                 |        |
|---------------------------------|--------|
| --Ceramic w/Cor Lid 1/2 lb. Cup | \$6.00 |
| --Glass 1/2 lb. Cup             | 6 .50  |
| --Glass 1 lb. Cup               | 10.00  |

## Mugs:

|                      |                  |
|----------------------|------------------|
| --Laurel Burch       | \$9.00--\$11.00  |
| --Taylor & NG        | \$6.00--\$ 8.00  |
| --Otagiri            | \$4.00--\$ 6.00  |
| --Feltman Langer     | \$12.00--\$14.00 |
| --Euro Hario Hot Cup | \$11.99          |
| --Elite Chrome Cup   | 14.50            |
| --Elite Gold Cup     | 15.50            |

7/29/88

## REPORTS OF COMMITTEES

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|                     |        |        |
|---------------------|--------|--------|
| --Pai Mu Tan        | \$4.75 | \$9.50 |
| --Keemum, Taiwan    | 2.35   | 4.70   |
| --Lapsang Souchong  | 3.50   | 7.00   |
| --Pinhead Gunpowder | 3.15   | 6.30   |
| --Russian           | 2.40   | 4.80   |
| --Raspberry*        | 2.85   | 5.70   |
| --Red Racer         | 2.80   | 5.60   |
| --Peach Rum         | 2.65   | 5.30   |
| --Sencha Spider-Leg | 4.75   | 9.50   |
| --Night Cap         | 2.75   | 5.50   |

Tea Bricks (2 lbs. of compressed Black Tea) \$20.00 ea.

## Coffee Grinders:

--Braun \$25.00

---

\*Denotes decaffeinated teas

|                              |                 |
|------------------------------|-----------------|
| --Dudley Kebow Hand Grinders | \$20.00-\$25.00 |
|------------------------------|-----------------|

## Coffee Filters:

|                |        |
|----------------|--------|
| --Melitta sz.2 | \$5.00 |
|----------------|--------|

|                |      |
|----------------|------|
| --Melitta sz.4 | 5.49 |
|----------------|------|

|                 |      |
|-----------------|------|
| --Melitta sz. 6 | 5.99 |
|-----------------|------|

|                   |      |
|-------------------|------|
| --Melitta sz. 102 | 4.75 |
|-------------------|------|

|                  |      |
|------------------|------|
| --Melitta Basket | 2.00 |
|------------------|------|

|                      |       |
|----------------------|-------|
| --Braun Gold Filters | 20.00 |
|----------------------|-------|

|          |  |
|----------|--|
| --Chemex |  |
|----------|--|

|                       |      |
|-----------------------|------|
| --FC-100 filter (100) | 6.99 |
|-----------------------|------|

|              |      |
|--------------|------|
| --Brew-A-Cup | 5.00 |
|--------------|------|

|        |      |       |
|--------|------|-------|
| --Java | 6.75 | 12.00 |
|--------|------|-------|

|         |      |       |
|---------|------|-------|
| --Kenya | 6.75 | 12.00 |
|---------|------|-------|

|         |      |       |
|---------|------|-------|
| --Mocha | 6.75 | 12.00 |
|---------|------|-------|

|              |      |       |
|--------------|------|-------|
| --Mocha-Java | 6.75 | 12.00 |
|--------------|------|-------|

## Flavors:

|                   |        |         |
|-------------------|--------|---------|
| --Almond Amaretto | \$6.45 | \$11.50 |
|-------------------|--------|---------|

|                  |      |         |
|------------------|------|---------|
| --English Toffee | 6.45 | \$11.50 |
| --Emerald Cream  | 6.45 | 11.50   |
| --Hazelnut       | 6.45 | 11.50   |
| --Mocha Mint     | 6.45 | 11.50   |
| --Orange Seville | 6.45 | 11.50   |

## Swiss Water Decaf. Flavors:

|                 |        |         |
|-----------------|--------|---------|
| --Same as Above | \$7.35 | \$13.50 |
|-----------------|--------|---------|

## Teas: 1/4 lb. 1/2 lb.

|                        |        |        |
|------------------------|--------|--------|
| --Earl Grey*           | \$2.50 | \$5.00 |
| --Earl Grey w/Lavender | 2.95   | 5.90   |
| --English Breakfast*   | 2.50   | 5.00   |
| --Darjeeling Bop       | 3.50   | 7.00   |
| --Strawberry*          | 2.65   | 5.30   |
| --Apricot*             | 2.65   | 5.30   |
| --Jasmine Extra Fancy  | 3.25   | 6.50   |
| --Orange & Spice*      | 2.55   | 5.10   |
| --Black Currant*       | 2.65   | 5.30   |
| --Oolong Common        | 2.50   | 5.00   |

---

\*Denotes decaffeinated teas



## Coffee Confection/Candies/Cookies:

|     |                                                 |        |
|-----|-------------------------------------------------|--------|
|     | --Kopper's Choc. Coated Coffee Cordials 1/4 lb. | \$2.25 |
|     | --Kopper's Choc. Coated Espresso Beans 1/4 lb.  | 2.35   |
|     | --Cappuccino Pastel Coated Cordials 1/4 lb.     | 2.00   |
|     | --Saronno Amaretto Cookies                      | .50    |
| ea. | --Biscotti Coffee Dipping Cookies               | .50    |
|     | --Biscotti Pocket Coffee Candies                | .40    |
| ea. |                                                 |        |
|     | --Altoid Mints                                  | 2.95   |
| can |                                                 |        |
|     | --Larrits                                       | .65    |
| ea. |                                                 |        |
|     | --Tea Bits (tea flavored hard candy 1/4 lb.)    | 1.25   |

## Spice Mills/Grinders:

|     |                                |        |
|-----|--------------------------------|--------|
|     | --Bodum Salt & Pepper Grinder  | \$2.50 |
| ea. |                                |        |
|     | --Keebow Salt & Pepper Grinder | 12.00  |
| set |                                |        |

## Thermos Coffee Makers:

|  |                   |         |
|--|-------------------|---------|
|  | --Coffee Box      | \$44.95 |
|  | --Melitta Thermos | 38.99   |
|  | --Krupps          | 51.00   |

## Electric Espresso Makers:

|                          |          |
|--------------------------|----------|
| --Avanti Mini Bar 21 Cup | \$175.00 |
| --Ama Milano 2 Cup       | 160.00   |
| --Vesuviana 4 Cup        | 100.00   |
| --La Paroni              | 375.00   |

## Steaming Pitchers:

|                           |         |
|---------------------------|---------|
| --Porcelain 3/4 lb.       | \$13.50 |
| --Stainless Steel 3/4 lb. | 15.00   |
| --Baldelli B361           | 14.99   |

## Coffee and Tea Books:

|                                            |         |
|--------------------------------------------|---------|
| --"The Complete Book of Coffee"<br>Rolnick | \$16.50 |
| --"Book of Coffee & Tea"<br>Schapira       | 14.00   |

Espresso/Cappuccino Cups  
& Saucers:

|                                       |         |
|---------------------------------------|---------|
| --DF92/4, DF91/4 C&S Set (Gift Box)   | \$23.99 |
| --DF24, DF1/4 C&S Set (Gift Box)      | 16.99   |
| --D636/4 Concerto Demitasse (set 4)   | 27.00   |
| --D7360/4 Concerto Cappuccino (set 4) | 31.99   |
| --Demitasse Spoons                    | .75 ea. |

## Cream &amp; Sugar Sets:

|                               |                  |
|-------------------------------|------------------|
| --Stainless Steel & Porcelain | \$15.00--\$20.00 |
|-------------------------------|------------------|

Turkish Coffee Makers:

--Irbriks \$12.00--\$15.00

Tea Infusers:

--Assorted Tea Strainers and Tea Balls \$ 3.00--\$ 6.00

Stove Top Espresso Makers:

--Kontessa 4 cup \$59.00

--Cafe Express 3 cup 17.99

--Cafe Express 6 cup 20.00

--Cafe Express 9 cup 23.99

--Cafe Express 12 cup 26.99

--Italian Espresso 6 cup 37.00

--Portofino 10 cup 50.00

Stove Top Milk Steamers:

--Pulcinella \$40.00

Travel Coffee Makers:

--Melitta PCM-1 \$50.99

--Cafe Express 35.99

Electric Drip Coffee Makers:

--Melitta 4 cup Elan \$45.99

--Krupps 60.00

Carafes/Air Pots:

--Copper Pump Top \$56.99

--Peacock Thermos Server 25.00

|                     |         |
|---------------------|---------|
| --1.3 Liter Pitcher | \$30.99 |
|---------------------|---------|

## Pastries:

|           |                |
|-----------|----------------|
| --Scones  | \$1.25         |
| --Muffins | 1.25           |
| --Bagels  | 1.25           |
| --Cakes   | 2.75 per slice |
| --Pies    | 2.75 per slice |

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EXECUTION OF SPORTS SHOP CONCESSION LICENSE AGREEMENT  
WITH CHICAGOLAND SPORTS CHAMPIONS AT CHICAGO  
O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 26, 1988.

*To the President and Members of the City Council:*

Your Committee on Aviation, having under consideration an ordinance authorizing the execution of, on behalf of the City of Chicago, a Concession License Agreement with Chicagoland Sports Champions under which Chicagoland Sports Champions will operate a Chicago sports concession in Terminal Building No. 1 at Chicago O'Hare International Airport (which was referred on April 20, 1988) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

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

Respectfully submitted,  
(Signed) THOMAS W. CULLERTON,  
*Chairman.*

On motion of Alderman Cullerton, 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, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*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 Acting Mayor, subject to attestation by the City Clerk, and approval by the Acting 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 Sports Shop Concession License Agreement with Chicago Land Sports Champions for certain premises at Chicago O'Hare International Airport, said Agreement to be substantially in the form as attached to this ordinance.

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

Sports Shop Concession License Agreement attached to this ordinance reads as follows:

*Sports Shop 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 Chicagoland Sports Champions, 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 "Concession Operations Space") located on the Airport property to be used for the purpose of operating a Chicago Sports concession and for no other purpose:

Space No. B-11 consisting of 863 square feet, in Terminal Building I (Exhibits "A" and "B");

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. B1208J consisting of one hundred twenty (120) square feet in Terminal Building 1; and

all space as indicated on Exhibits A, B and C 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 set forth in Article III 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 ninetieth (90th) 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 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 Guaranteed License Fee 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 11, 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), 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) Minimum Guarantee License Fee. An annual minimum percentage license fee (the "Minimum Guarantee License Fee") of One Hundred Six Thousand Dollars (\$106,000.00) per annum for the period beginning on the Operations Date and ending 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 One Hundred Six Thousand Dollars (\$106,000.00) 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 (See Exhibit "E") of the gross receipts per annum derived by License 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 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 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 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 Chicago Sports 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 "D" 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 Exhibits "A" and "B". The remodeling or construction of concession operations areas is to begin within sixty (60) days after the Commencement Date and shall be completed within ninety (90) days after the Commencement Date. Failure to complete construction within said 90 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 Exhibits "A" and "B" 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 and 00/Dollars (\$100.00) 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 Exhibits "A" and "B" attached hereto, Licensor will provide the following improvements:

(1) Storefront:

Painted hollow metal steel frame and glass storefront with painted metal signage panel. Closure shall be sliding tempered glass doors of the overhead track type. Frames and mullions shall have a 1-1/2 inch face dimension with an 8-inch high base. Vertical members shall be spaced according to a 5-foot 0-inch module.

(2) Demising Partitions:

Painted 3/4 inch plaster on concrete block with vinyl base.

(3) 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.

## (4) Flooring:

Carpet in project standard pattern No. 2.

## (5) 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.

## (6) Fire Protection:

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

## (7) 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.

## (8) Electrical Outlets:

One 120 volt-shared circuit duplex electrical outlet per 150 square feet of leased area. Wall-mounted with brushed chrome coverplate.

Tenant electrical consumption is to be separately metered and shall not exceed limits established by this Agreement.

## (9) Telephone:

One outlet and associated wiring per 200 square feet of leased area, wall mounted with brushed chrome coverplate.

In these same spaces Licensee will provide:

(1) All improvements not provided by Licensor including, but not limited to, sales counters, display cabinets, interior partitions, enclosures, additional lighting fixtures, decorations and all other fixtures, equipment and supplies.

(2) All equipment, furniture, finishings and fixtures necessary in the proper conduct of Licensee's business.

- (3) Electricity (110/208 volts, 3 phase) and outlets provided in suitable numbers and location.

C. Improvements, Equipment and Decor 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 reimburse Licensor for the cost of reviewing said plans and specifications pertaining to the areas designated on Exhibits "A" and "B" inspections or other related engineering services with respect to the work and Licensee's performance of this Agreement. All cost will be paid within ten (10) days after receiving a written notice from Licensor.
- (5) 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.
- (6) 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.
- (7) 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 License 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 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 Eighty-two Thousand Five Hundred Dollars (\$82,500.00) which bond is 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 3303 Goodfellow, St. Louis, Missouri 63120 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 granted 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 Licensors, upon the occurrence of any one or more of the following events:

- (1) The permanent abandonment of the Airport by Licensors.
- (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 Licensors 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 Licensors 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 Licensors.

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, Licensors may allow Licensee to make such removal or alteration on condition that Licensee completely repair any resulting damage at Licensee's own expense. Licensors may also agree to make the repairs on condition that Licensee reimburse Licensors 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 workforce 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 workforce, 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 \$15,000.00 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 persons 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, the Licensors 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 Licensors 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 not 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; or
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 license termination and with respect to the balance of the term of the Agreement specified herein, exceeds the amount of such 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 and county and municipal governments which may be applicable to its operations at the Airport and shall obtain and maintain all permits and licenses necessary for its 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.]

[Exhibits A, B and C attached to this Agreement printed on pages  
16434 through 16436 of this Journal.]

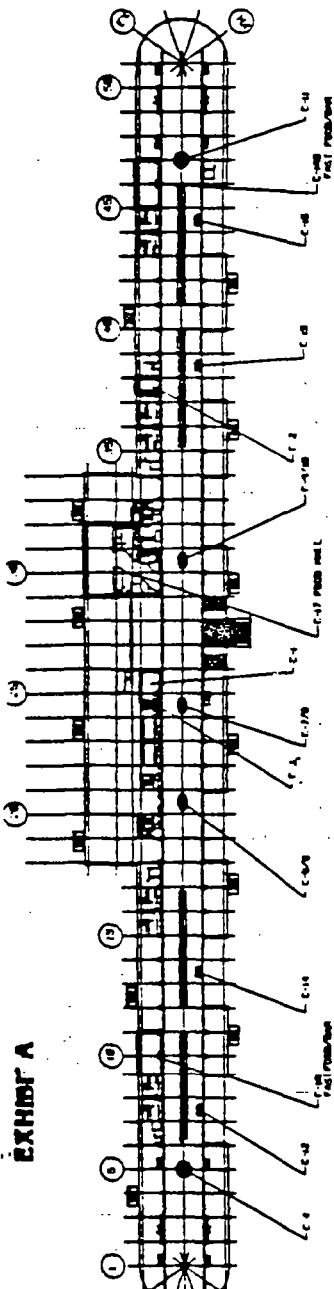
Exhibits "D" and "E" attached to this ordinance read as follows:

*Exhibit "D".**Chicagoland Sports Champions.**Merchandise Product List.*

| Item Description        | Retail |
|-------------------------|--------|
| M.L.B.P. Photo-Baseball | \$9.85 |

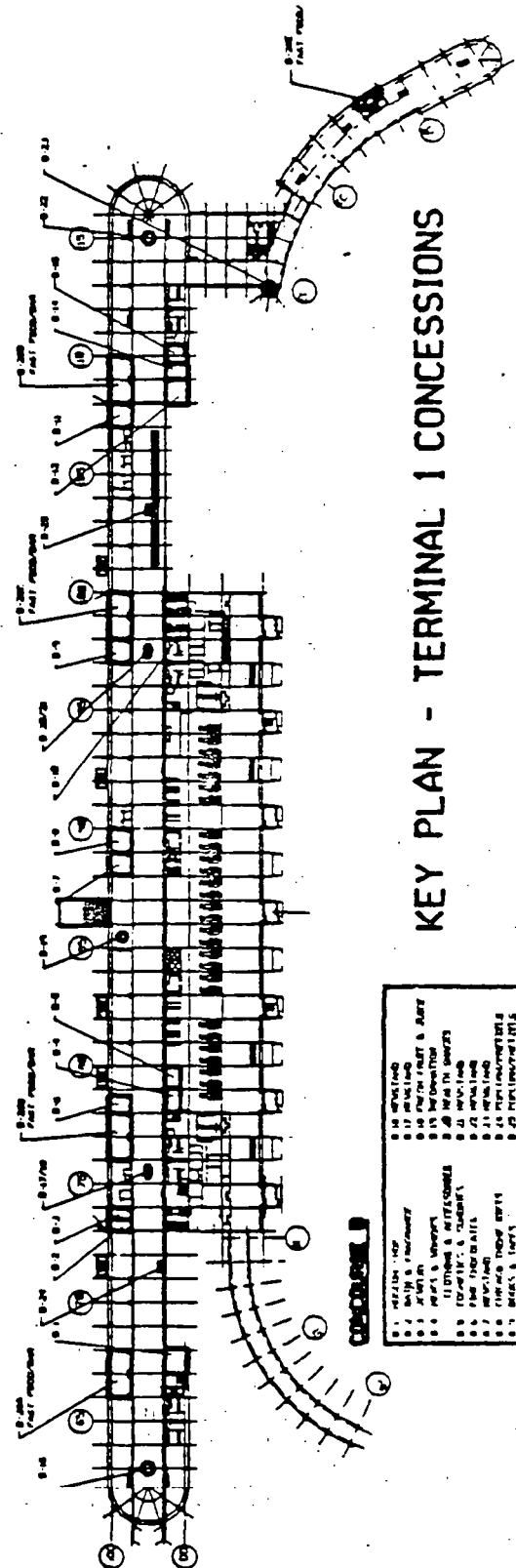
(Continued on page 16437)

**ODP**  
 OFFICE OF  
 DEVELOPMENT  
 PLANNING  
 CITY OF CHICAGO  
 120 N. LAKE STREET  
 CHICAGO, ILL. 60601  
 (312) 321-1000



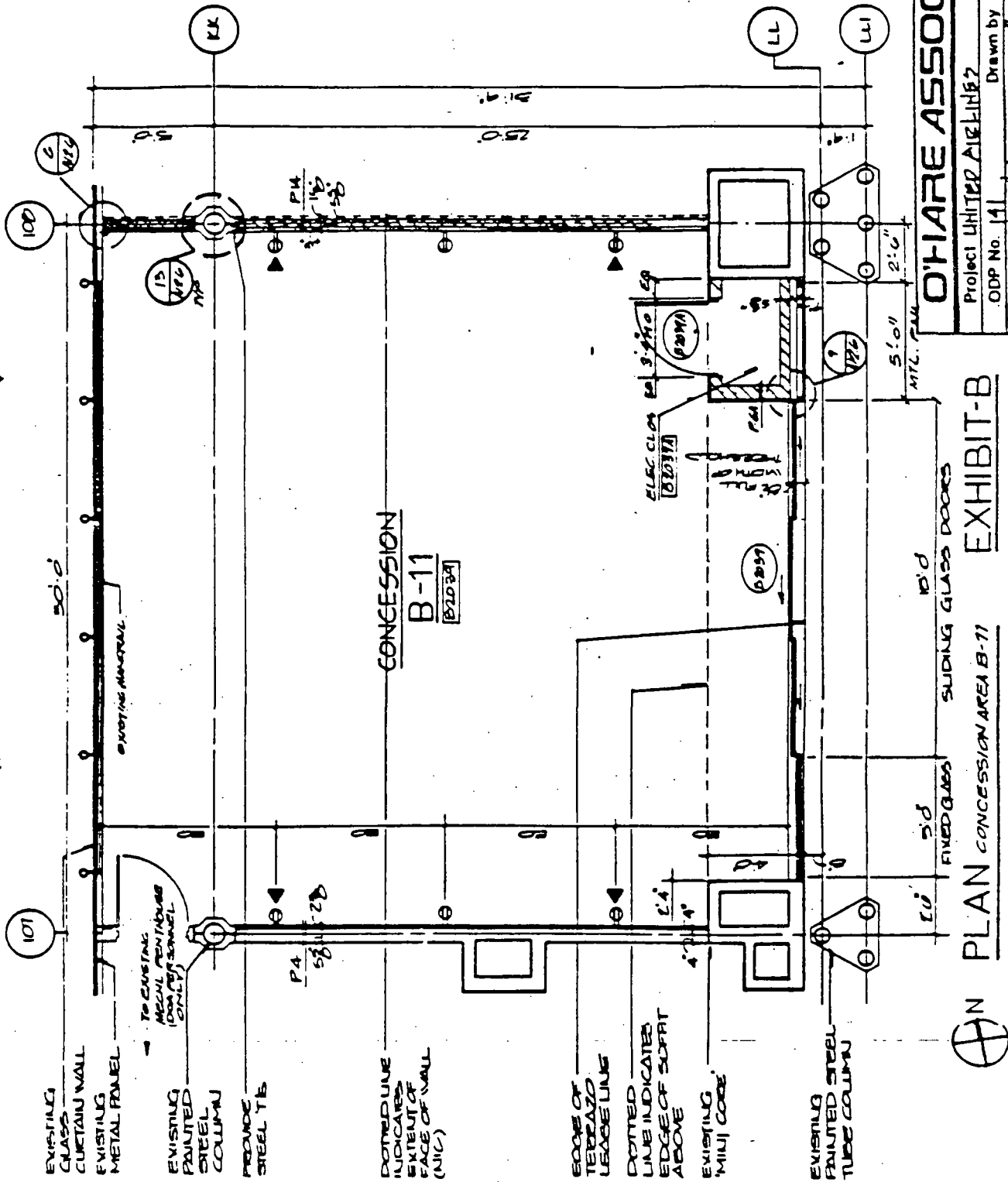
**CONCOURSE**

|    |           |
|----|-----------|
| 1  | CONCOURSE |
| 2  | CONCOURSE |
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| 4  | CONCOURSE |
| 5  | CONCOURSE |
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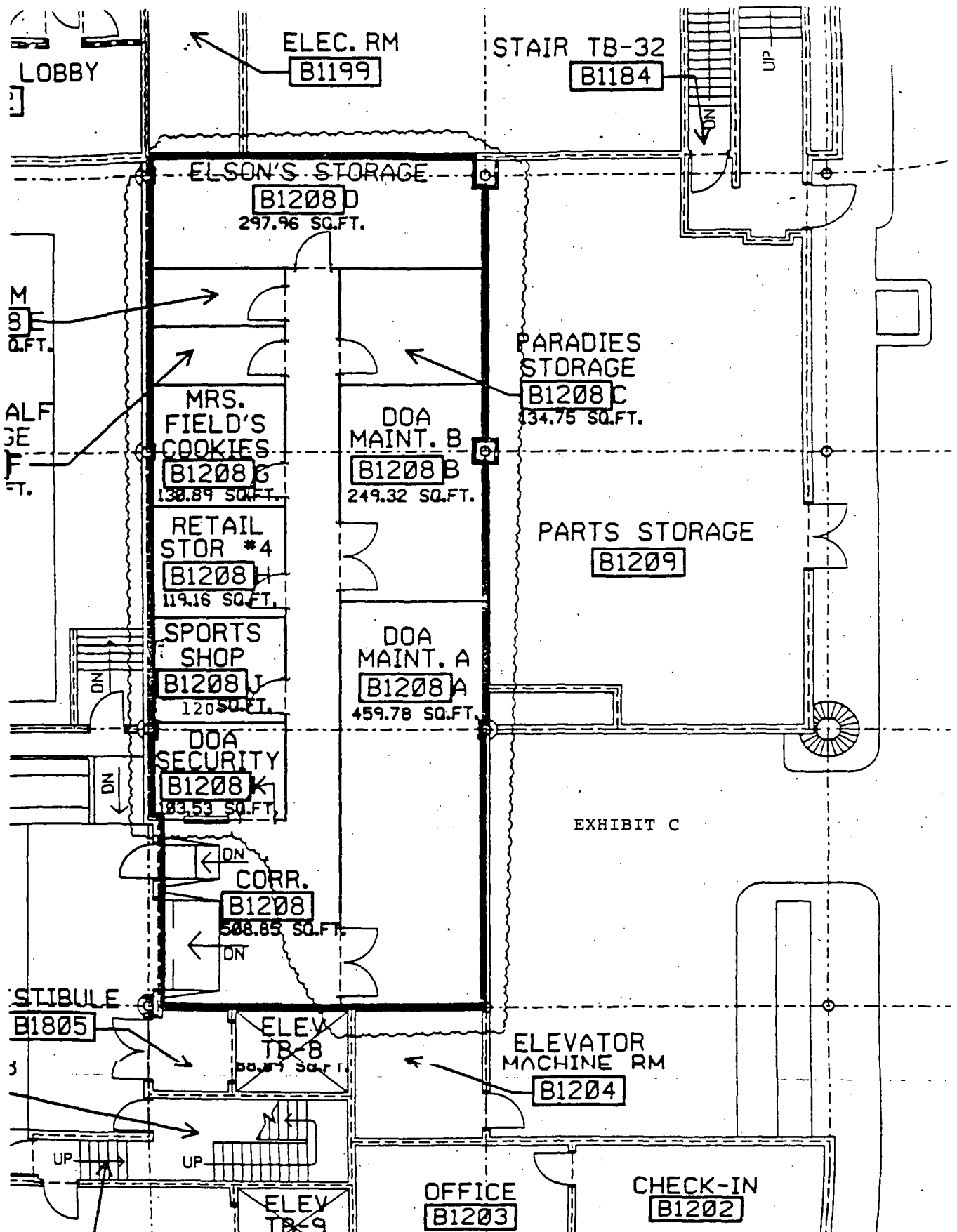
**CONCOURSE**

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| 1  | CONCOURSE |
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**O'HARE ASSOCIATES**  
 Project UNITED AIRLINES  
 ODP No. 141 Drawn by  
 Date 4-8-87 Scale 3/16" = 1'-0"  
 Sheet No. 24-110001-11

**PLAN CONCESSION AREA B-71 EXHIBIT-B**



(Continued from page 16433)

| Item Description       | Retail  |
|------------------------|---------|
| Baseball Holders       | \$ 3.50 |
| N.F.L. Jersey (Youth)  | 23.95   |
| N.F.L. Jersey (Adult)  | 29.95   |
| Pennant                | 3.99    |
| Tube Socks             | 3.75    |
| Sports Cup             | 9.95    |
| Bumper Stickers        | 2.00    |
| Auto Sun Shade         | 19.95   |
| N.F.L. Table Cloth     | 24.95   |
| Roller Ink Pens        | 2.99    |
| Ponchos                | 29.95   |
| Parka                  | 24.95   |
| Michael Jordon T-Shirt | 15.95   |
| Jumbo Ring N.F.L.      | 39.95   |
| Posters                | 6.00    |
| Chicago Skyline Photo  | 89.99   |
| N.F.L. Corduroy Cap    | 15.95   |
| Bears Thermo Stein Mug | 9.95    |
| Bears Coffee Mug       | 6.00    |
| Ornaments              | 9.95    |
| Painter's Cap          | 7.95    |

| Item Description              | Retail  |
|-------------------------------|---------|
| Payton T-Shirts               | \$11.95 |
| Sports Books                  | 6.95    |
| Sports Magnets                | 2.00    |
| N.F.L. Car Window Flag        | 12.95   |
| M.L.B. Mesh Cap               | 7.95    |
| N.F.L. Boys Umbrella          | 23.95   |
| N.F.L. Men's Umbrella         | 25.95   |
| N.F.L. T-Shirt (Adult)--Solid | 12.95   |
| M.L.B. T-Shirt (Adult)--Solid | 12.95   |
| N.F.L. T-Shirt (Youth)--Solid | 11.95   |
| M.L.B. T-Shirt (Youth)--Solid | 12.95   |
| N.F.L. T-Shirt (Youth)--Solid | 11.95   |
| M.L.B. T-Shirt (Youth)--Solid | 11.95   |
| M.L.B. Jersey (Adult)         | 29.95   |
| M.L.B. Jersey (Youth)         | 23.95   |
| M.L.B. Sweat Shirt (Adult)    | 22.95   |
| N.F.L. Sweat Shirt (Adult)    | 22.95   |
| N.F.L. Sweat Shirt (Youth)    | 21.95   |
| M.L.B. Sweat Shirt (Youth)    | 21.95   |
| Baby Bibs                     | 5.95    |
| M.L.B. Ragball                | 4.99    |
| N.F.L. Ragball                | 4.99    |
| Overnight/Kits                | 29.95   |

| Item Description                  | Retail  |
|-----------------------------------|---------|
| Golf Bag with 3 Pens Set          | \$10.95 |
| Leather Sports Mini Key Ring      | 4.99    |
| Capabrella Umbrella M.L.B.        | 24.95   |
| Broccabrella                      | 4.99    |
| N.F.L. Baby Sweater               | 21.00   |
| M.L.B. Baby Sweater               | 21.00   |
| N.F.L./M.L.B. Toddler Sets Ass't. | 23.50   |
| N.F.L./M.L.B. Short Glasses       | 6.95    |
| N.F.L./M.L.B. Wrist Bands         | 4.50    |
| N.F.L./M.L.B. Head Bands          | 4.50    |
| N.F.L./M.L.B. Tote Bags           | 17.95   |
| N.F.L./M.L.B. Warm-ups            | 59.95   |
| M.L.B.P. Photographic Baseball    | 9.95    |

*Exhibit "E".*

*Percentage For Schedule.*

12.5% 0--1.0 Mil.

15.0% 1.0--1.5 Mil.

20.0% 1.5--2.0 Mil.

25% 2.0-- +



EXECUTION OF HEALTH SNACKS CONCESSION LICENSE  
AGREEMENT WITH CHICAGO SPORTS NUTS,  
INCORPORATED AT CHICAGO O'HARE  
INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 26, 1988.

*To the President and Members of the City Council:*

Your Committee on Aviation, having had under consideration an ordinance authorizing the execution of a Health Snacks Concession License Agreement with Chicago Sports Nuts, Incorporated for Chicago O'Hare International Airport, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

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

Respectfully submitted,  
(Signed) THOMAS W. CULLERTON,  
*Chairman.*

On motion of Alderman Cullerton, 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, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*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 Acting Mayor, subject to attestation by the City Clerk, and approval by the Acting 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 Snacks Concession License Agreement with Chicago Sports Nuts, Incorporated for certain premises at Chicago O'Hare International Airport, said Agreement to be substantially in the form as attached to this ordinance.

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

Health Snacks Concession License Agreement attached to this ordinance reads as follows:

*Health Snacks 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 Chicago Sports Nuts, Incorporated, an \_\_\_\_\_ 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 "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. \_\_\_\_\_ consisting of 69 square feet, in Terminal Building 2 (Exhibit \_\_\_\_\_);

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. \_\_\_\_\_, consisting of \_\_\_\_\_ (00) square feet in Terminal Building \_\_\_\_\_ (Exhibit "C"); and

all space as indicated on Exhibit(s) \_\_\_\_\_ 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.

D. Relocation. Licensor by and through the Commissioner reserves the right to require Licensee, during the term of this Agreement the relocation of installed improvements within the Terminal Buildings or the exchange of any of the Premises for other areas of equivalent size and exposure to the traveling public where and when in the opinion of the Commissioner such is necessary for the proper functioning of the Airport.

*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 Guarantee License Fee 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 11, 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), 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 Forty-three Thousand Five Hundred Dollars (\$43,500.00) per annum for the period beginning on the Operations Date and ending 365 days thereafter. During the remainder of the term of this Agreement, the minimum annual percentage fee shall be an amount equal to (80%) of the actual amount paid in the previous year as Percentage License Fee, but in no case is the Minimum Guarantee License Fee (as hereinafter defined) for a subsequent year to be less than Forty-three Thousand Five Hundred Dollars (\$43,500.00) 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 seventeen percent (17%) 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 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, 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_. 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 Exhibits \_\_\_\_\_ 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 Two Hundred Forty-six Dollars (\$246.00) 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 Exhibits \_\_\_\_\_ attached hereto, Licensor will provide the following improvements:

(1) Demising Partitions:

Painted 3/4 inch plaster on concrete block with vinyl base.

(2) Ceilings:

Combination suspended linear aluminum, perforated, with mylar faced fiberglass acoustical batts; 5/8 inch 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.

(3) Flooring:

Carpet in project standard pattern No. 2.

(5) 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.

(6) Fire Protection:

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

(7) 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.

(8) Electrical Outlets:

One 120 volt-shared circuit duplex electrical outlet per 150 square feet of leased area. Wall-mounted with brushed chrome coverplate.

Tenant electrical consumption is to be separately metered and shall not exceed limits established by this Agreement.

(9) Telephone:

One outlet and associated wiring per 200 square feet of leased area, wall mounted with brushed chrome coverplate.

In these same spaces Licensee will provide:

All equipment, furniture, finishings 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 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 Twenty-one Thousand Seven Hundred Fifty Dollars (\$21,750.00) 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 \_\_\_\_\_ 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 granted 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 workforce 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 workforce, 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 Licenser 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 Licenser.

*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 Licenser 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, the 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; or
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.

*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; and

(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 license termination and with respect to the balance of the term of the Agreement specified herein, exceeds the amount of such 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.

*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 Licensors 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.*

Licensors 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 and county and municipal governments which may be applicable to its operations at the Airport and shall obtain and maintain all permits and licenses necessary for its 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 Licenser.

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

[Signature forms omitted for printing purposes.]

[Exhibit "C" attached to this Agreement printed  
on page 16470 of this Journal.]

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AMENDMENT AND RESTATEMENT OF CANDY SHOP CONCESSION  
LICENSE AGREEMENT WITH FANNIE MAY CANDY  
SHOPS, INCORPORATED AT CHICAGO  
O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 26, 1988.

*To the President and Members of the City Council:*

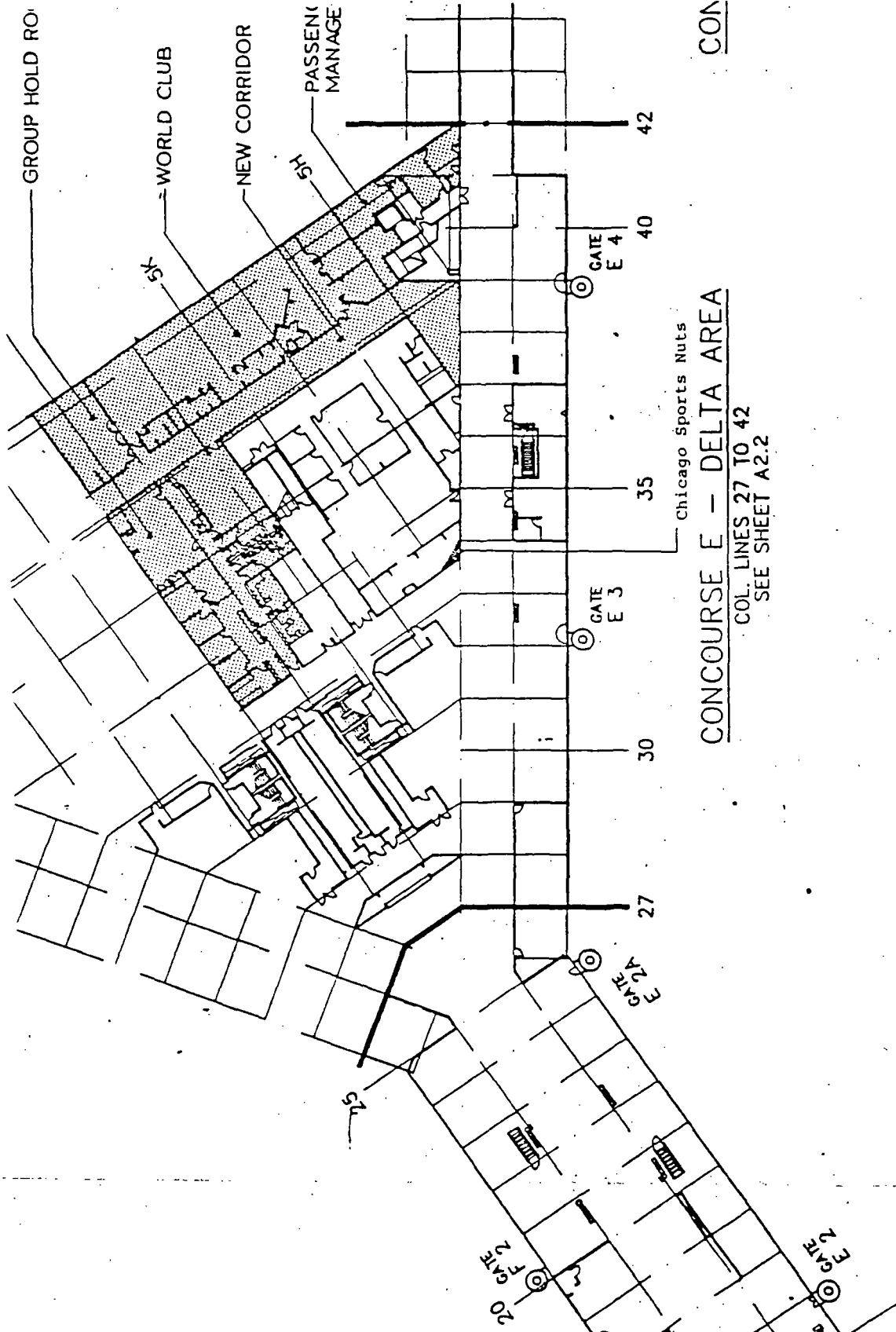
Your Committee on Aviation, having had under consideration an ordinance authorizing execution of a Concession License Agreement between the City of Chicago and Fannie May Candy Shops, Inc. for a candy shop concession at Chicago O'Hare International Airport, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,  
(Signed) THOMAS W. CULLERTON,  
*Chairman.*

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

(Continued on page 16471)



CON

CONCOURSE E - DELTA AREA

COL. LINES 27 TO 42  
SEE SHEET A2.2

(Continued from page 16469)

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The execution of a concession license agreement (the "Original Agreement") between the City of Chicago (the "City") and Fannie May Candy Shops, Inc. was previously authorized by the City Council on July 24, 1986 (C.J.P. pp. 32235--32261); and

WHEREAS, The Original Agreement provided that Fannie May would be offered certain considerations for an additional location in Terminal No. 1, under conditions set forth in the Original Agreement; and

WHEREAS, The Department of Aviation and Fannie May have reached agreement on the terms and conditions under which Fannie May would be offered and would accept an additional candy shop location in Terminal No. 1; and

WHEREAS, It is appropriate that these terms and conditions be reflected in an amendment to and restatement of the Original Agreement; now, therefore,

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

SECTION 1. That the Acting Mayor, subject to attestation by the City Clerk, and approval by the Acting Commissioner of Aviation and the City Comptroller and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago, an amendment to and restatement of the Candy Store License Agreement between the City and Fannie May Candy Shops, Inc., such amendment to be in substantially the form as attached to this ordinance and such restatement to reflect the terms of the Original Agreement and the terms of this amendment.

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

Amendment to Concession License Agreement attached to this ordinance reads as follows:



*Terms And Conditions Of Amendment To Fannie May*

*Concession Agreement.*

**Additional Premises:**

Space B-12, consisting of approximately 510 square feet (prior to construction of the demising wall) in Terminal Building No. 1 at Chicago O'Hare International Airport, as indicated on Exhibit "A" attached hereto, which is to be available immediately upon completion of necessary improvements to the site.

**Term Of Agreement For  
Additional Premises:**

The term shall be for four years from the first day of operations of this additional concession location.

**License Fee For All  
Premises:**

1) An annual fixed license fee equal to \$30.00 per square foot per annum for all granted areas, with payment equal to one-twelfth thereof, due each month, in advance; and

2) A percentage license fee on gross receipts derived by Licensee from operations at the Airport, as follows:

15% of gross receipts up to \$700,000;

20% of gross receipts between \$700,000 and \$1,000,000;

25% of gross receipts over \$1,000,000;

provided, however, that the minimum annual percentage license fee shall be \$100,000 for the twelve (12) month period immediately following the beginning date of the term of the license and for each year thereafter.

**Capital Investment:**

Fannie May shall invest a minimum amount of \$120.00 per square foot to completely furnish and fixture the additional concession area to the City's satisfaction and to the extent necessary. Prior to commencement of construction of any improvements, Licensee shall submit to the Department of Aviation for approval renderings, floor plans and material boards, and thereafter, construction and electrical drawings. All improvements shall be subject to approval by the Department of Aviation (which shall not be unreasonably withheld) and subject to those design criteria for Terminal 1 concession

space which are commonly contained in current Requests For Proposals for such space and shall be geared toward creating a feeling of excitement and flair to be conveyed in a Chicago oriented theme and shall be of the highest quality of workmanship and materials and shall be compatible with the Terminal 1 design. The costs of renderings, design plans and architectural fees are not included in the \$120.00 per square foot capital investment amount and shall be borne by Licensee. The costs of partitioning the B-12 space are not included in the \$120.00 per square foot capital investment amount and shall be borne by the City.

Miscellaneous:

All other terms and conditions remain the same as those specified in the Original Agreement.

[Exhibit "A" attached to this amendment printed on pages 16474 through 16475 of this Journal.]

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AMENDMENT AND RESTATEMENT OF CONCESSION LICENSE  
AGREEMENT WITH MIDWEST GOURMET FOOD EXCHANGE  
AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

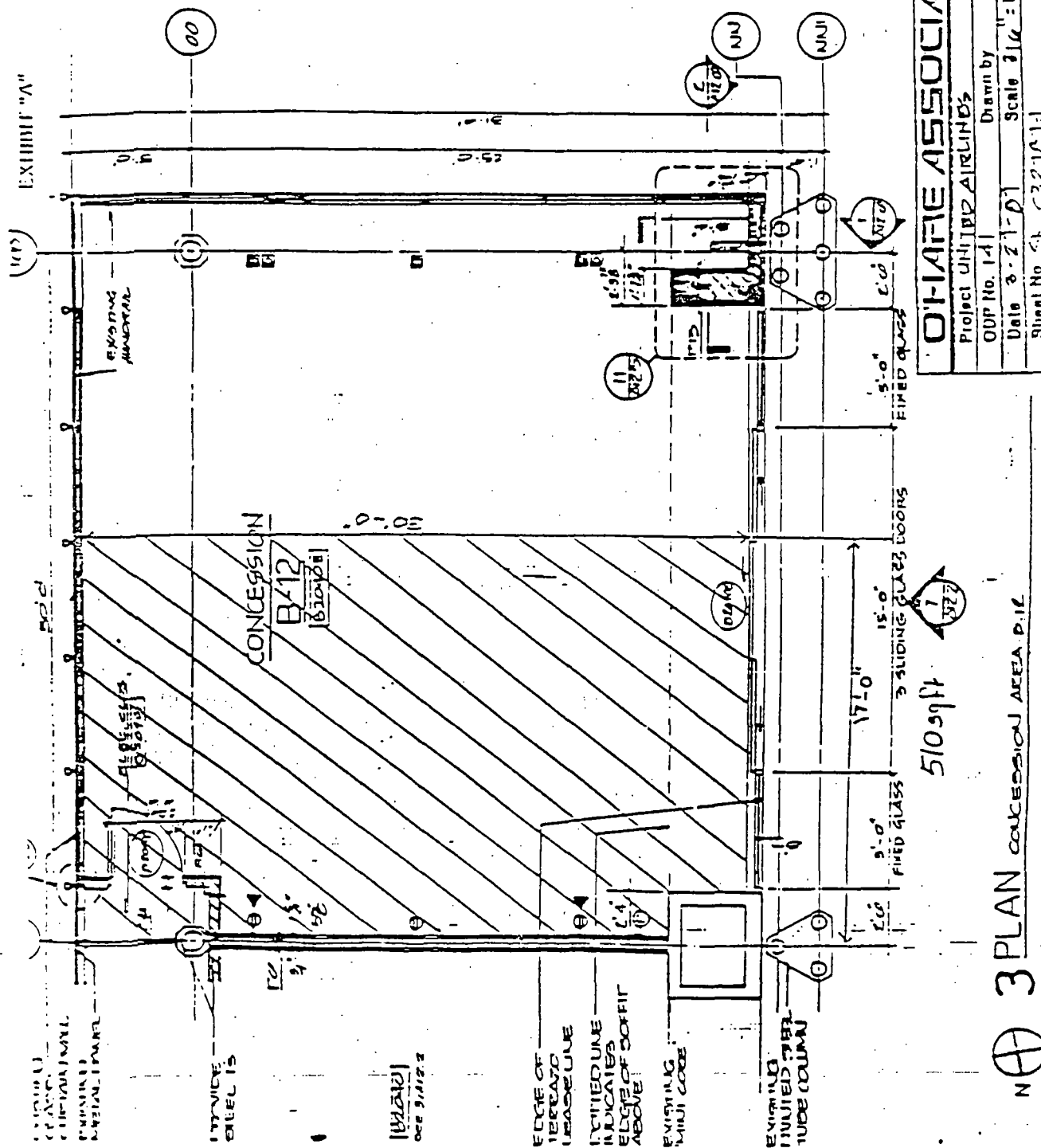
CHICAGO, July 26, 1988.

*To the President and Members of the City Council:*

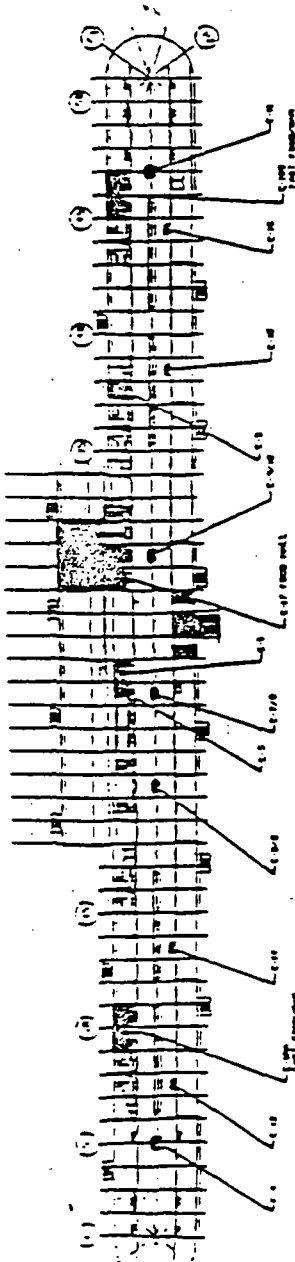
Your Committee on Aviation, having had under consideration an ordinance authorizing a Concession License Agreement between the City of Chicago and Gourmet Food Exchange for Chicago O'Hare International Airport, begs leave to recommend that Your Honorable Body Pass the said proposed ordinance, which is transmitted herewith.

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

(Continued on page 16476)

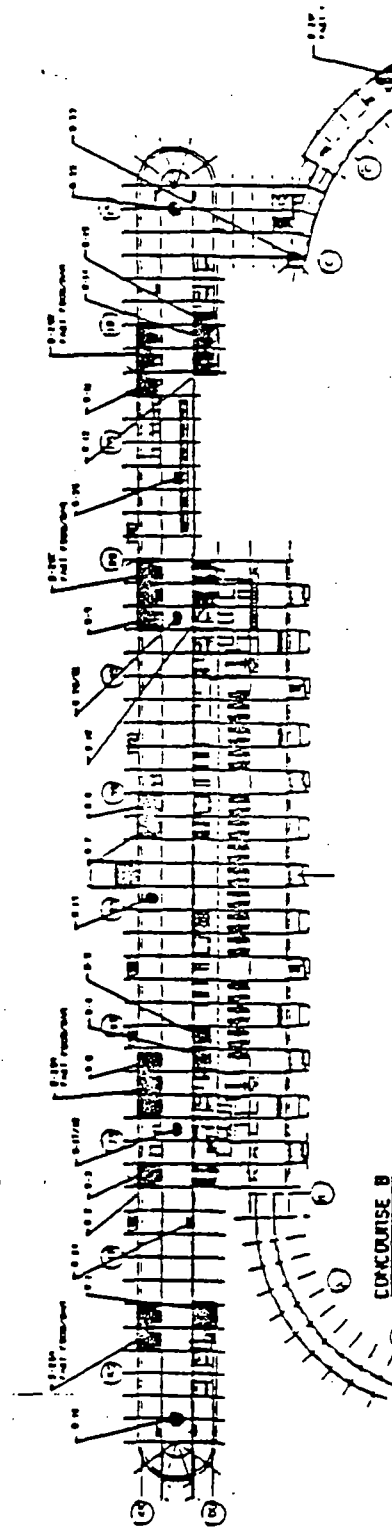


ODP



**CONCOURSE C**

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|----|------------------|
| 1  | 1-12 GATES       |
| 2  | 13 BAGGAGE CLAIM |
| 3  | 14 CUSTOMS       |
| 4  | 15 IMMIGRATION   |
| 5  | 16 SECURITY      |
| 6  | 17 RESTROOMS     |
| 7  | 18 VENDING       |
| 8  | 19 INFORMATION   |
| 9  | 20 POLICE        |
| 10 | 21 FIRE          |
| 11 | 22 FIRST AID     |
| 12 | 23 LOBBY         |
| 13 | 24 CONCOURSE     |
| 14 | 25 AIRPORT       |
| 15 | 26 TAXI          |
| 16 | 27 RENTAL CAR    |
| 17 | 28 BUS           |
| 18 | 29 TRAM          |
| 19 | 30 MONITORING    |
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**CONCOURSE B**

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| 2  | 13 BAGGAGE CLAIM |
| 3  | 14 CUSTOMS       |
| 4  | 15 IMMIGRATION   |
| 5  | 16 SECURITY      |
| 6  | 17 RESTROOMS     |
| 7  | 18 VENDING       |
| 8  | 19 INFORMATION   |
| 9  | 20 POLICE        |
| 10 | 21 FIRE          |
| 11 | 22 FIRST AID     |
| 12 | 23 LOBBY         |
| 13 | 24 CONCOURSE     |
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**KEY PLAN - TERMINAL 1 CONCESSIONS**

(Continued from page 16473)

Respectfully submitted,  
(Signed) THOMAS W. CULLERTON,  
*Chairman.*

On motion of Alderman Cullerton, 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, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council on February 3, 1987 authorized the execution of a concession license agreement (the "Original Agreement") with Midwest Gourmet Food Exchange ("Midwest") for premises at Chicago O'Hare International Airport (C.J.P. pp. 39328--39351); and

WHEREAS, Due to the default of the concessionaire occupying adjacent locations, Midwest has requested an expansion of the locations authorized by the Original Agreement; and

WHEREAS, The Department of Aviation believes it is appropriate and in the best interest of the City to grant such a request and to amend the Original Agreement to reflect the expansion of these concession locations; now, therefore,

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

SECTION 1. That the Acting Mayor, subject to attestation by the City Clerk, and approval by the Acting Commissioner of Aviation and the City Comptroller and by the Corporation Counsel as to form and legality, is authorized to execute an amendment to and restatement of the Original Agreement, such amendment to be substantially in the form as attached to this ordinance and such restatement to reflect the terms and conditions of the Original Agreement and of this amendment.

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

Amendment to Concession License Agreement attached to this ordinance reads as follows:

Packaged Food--Midwest Gourmet Food Exchange

Terms And Conditions Of Amendment.

Premises: O'Hare International Airport--Terminals 2 and 3. Two locations, each to be expanded from 225 to 375 square feet as shown on attached Exhibit "A".

Extended Term: Extend for an additional two (2) years from present termination date stated in Original Agreement.

Increased Rent: (a) \$27,180 fixed fee plus (b) fee equal to the greater of \$140,000 Annual Minimum Guarantee or 20% of gross receipts.

Miscellaneous: All other terms and conditions remain the same.

[Exhibit "A" attached to this amendment printed on pages 16478 through 16480 of this Journal.]

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**COMMITTEE ON THE BUDGET AND  
GOVERNMENT OPERATIONS.**

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**MUNICIPAL CODE CHAPTER 21 AMENDED BY ADDITION OF  
NEW SECTIONS 21-32 THROUGH 21-35 ESTABLISHING  
CHICAGO COMMISSION ON LATINO AFFAIRS.**

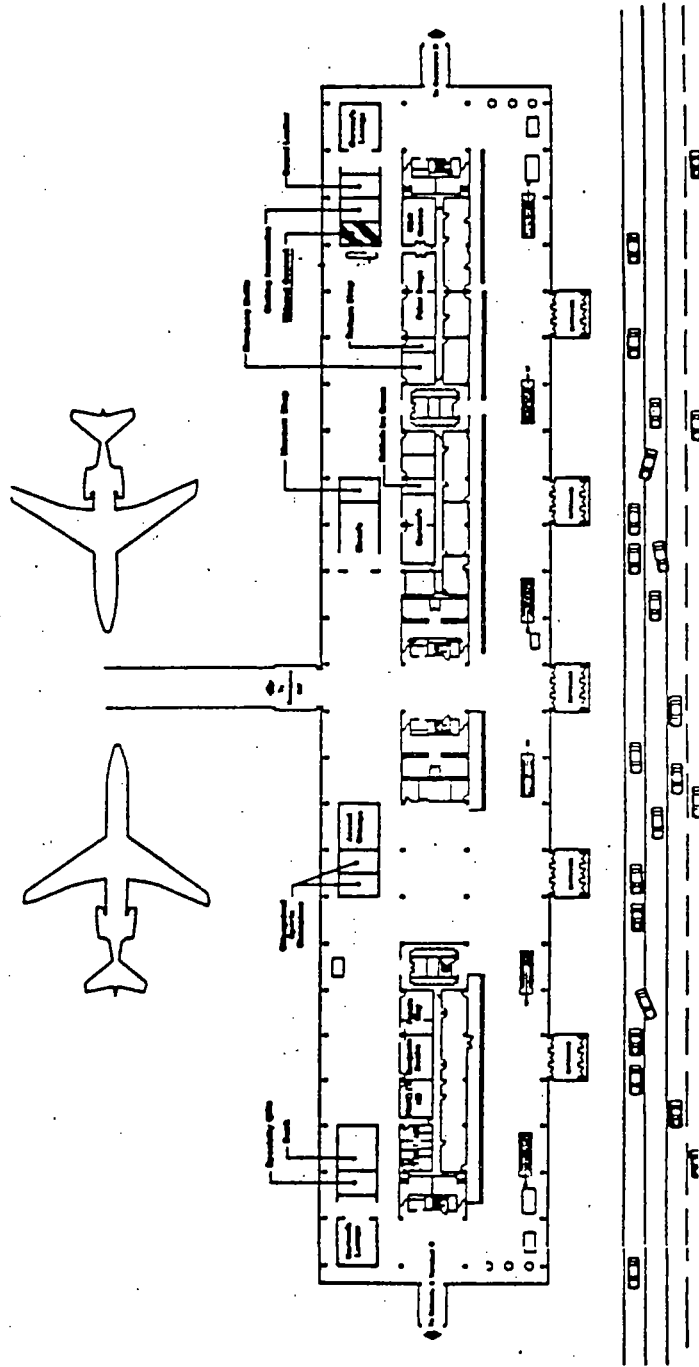
The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, amending Chapter 21 of the Municipal Code by the addition of new Sections 21-32 through 21-35, thereby establishing a Chicago Commission on Latino Affairs.

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

(Continued on page 16481)

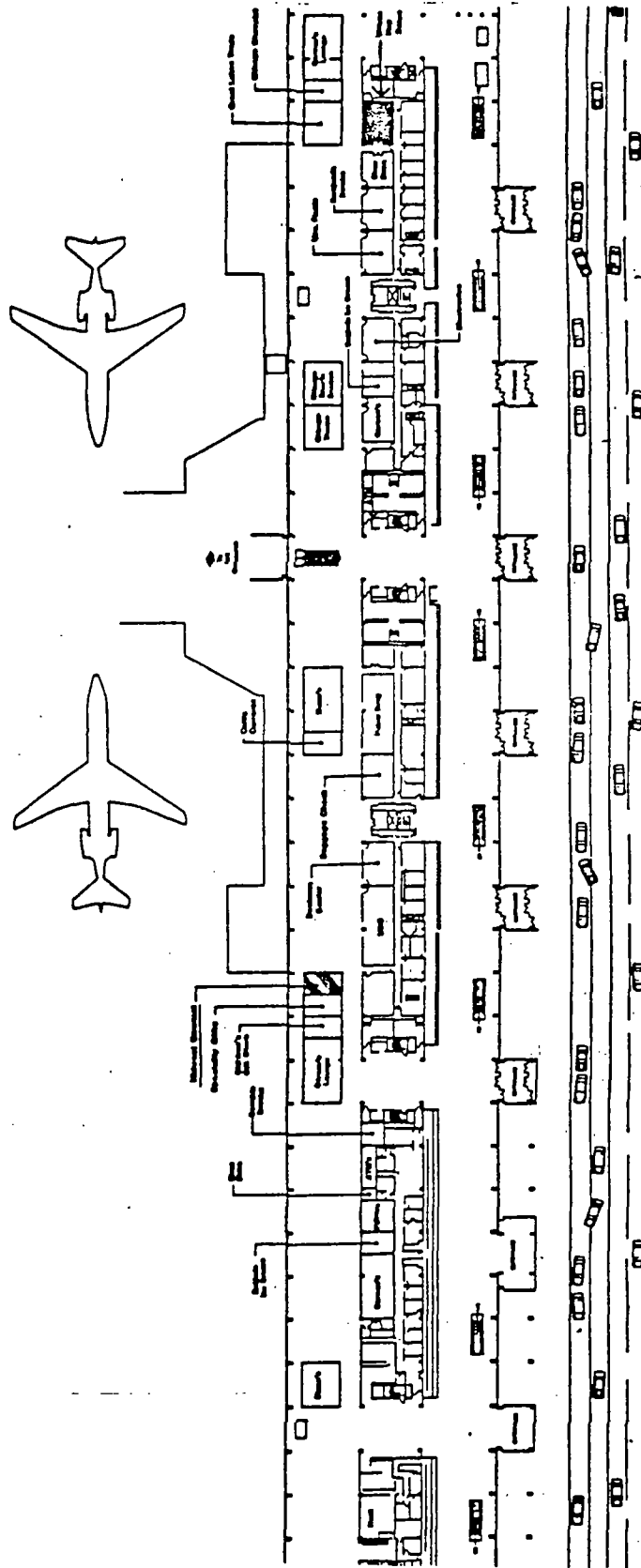
CHICAGO O'HARE INTERNATIONAL AIRPORT

# Terminal 2 Future Concession Space



CHICAGO O'HARE INTERNATIONAL AIRPORT

# Terminal 3 Future Concession Space







(Continued from page 16477)

*Yeas* -- Aldermen Roti, Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 43.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Latinos comprise a large and growing proportion of the population of the City of Chicago; and

WHEREAS, On October 11, 1983, the Mayor's Advisory Commission on Latino Affairs was created by Executive Order 83-3, was re-established on October 15, 1985, by Executive Order 85-4 and was extended to March 15, 1988, by Executive Order 87-3; and

WHEREAS, The Mayor's Advisory Commission on Latino Affairs has made and continues to make a valuable contribution to addressing and resolving problems affecting the Latino population in the City of Chicago; and

WHEREAS, The important work undertaken by the Advisory Commission on Latino Affairs should continue without interruption; now, therefore,

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

SECTION 1. Chapter 21 of the Municipal Code of Chicago is hereby amended by inserting therein, in their proper numerical sequences, Sections 21-32 through 21-35, to read as follows:

21-32. (a) *There is hereby established a Commission which shall be known as the Chicago Commission on Latino Affairs. The Commission shall consist of 15 members appointed by the Mayor by and with the consent of the City Council. Eight members shall constitute a quorum of the Commission, and at least five affirmative votes shall be required to pass any matter. Latino aldermen shall serve as ex-officio members; provided, however, that they shall not vote and shall not be counted for the purpose of determining quorum. The Mayor shall designate a chairman from among the appointed members. Members of the Commission shall be residents of the City of Chicago and shall be selected from a broad range of national backgrounds representative of the Latino population.*

(b) *Eight members shall be appointed to an initial term ending May 15, 1990 and seven members shall be appointed to an initial term ending May 15, 1991. Thereafter, all members of the Commission shall be appointed for a term of three years ending May 15*

*and will hold office until a successor has been appointed and qualified. Vacancies on the Commission shall be filled in the same manner that original appointments are made and shall be filled for the unexpired term of the member whose place has become vacant.*

*(c) No member of the Commission may receive compensation, except that each member may be reimbursed for expenses reasonably incurred in the performance of his duties.*

*(d) The Commission may adopt its own procedural rules for the conduct of its business.*

*21-33. The Commission shall have the following duties:*

*(a) To advise and make recommendations to the Mayor on matters affecting the health, safety and welfare of the Latino population;*

*(b) To monitor and review city department policies, regulations, programs, services and personnel practices and their impact on Latino residents;*

*(c) To act as a liaison with Latino organizations and to foster cooperation among these organizations and City of Chicago departments and agencies so that comprehensive and coordinated services and programs may be provided to the Latino community;*

*(d) To assist in developing policies necessary to increase the employment and promotion of Latinos in city government and the utilization of Latino businesses in city contracting and procurement;*

*(e) To assist in designing programs to insure that Latinos have equal access to all public services;*

*(f) To review and analyze any proposed federal, state or local legislation, regulations, policies or programs that affect the Latino population of Chicago; and*

*(g) To monitor recommended policies and programs, report to the Mayor on progress in their implementation and file annual reports with the City Council on the Commission's activities and progress in achieving recommended goals and policies.*

*21-34. The Mayor shall appoint an Executive Director of the Commission. The Executive Director shall receive such compensation as provided by the annual appropriation ordinance, shall be responsible for directing the activities of the Commission and shall appoint such staff as provided for in the annual appropriation ordinance.*

*21-35. The Commission may accept offers of gifts and, upon approval of the City Council, may apply for grants from any governmental agency or funding source for projects furthering the implementation of its duties.*

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

TRANSFER OF APPROPRIATED FUNDS AUTHORIZED WITHIN  
CITY COUNCIL COMMITTEE ON AVIATION.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1988. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1988 payable from such appropriations:

FROM:

| Purpose           | Fund | Code<br>Department | Account | Amount  |
|-------------------|------|--------------------|---------|---------|
| Personal Services | 100  | 15-2020            | .0000   | \$2,000 |

TO:

| Purpose       | Fund | Code<br>Department | Account | Amount  |
|---------------|------|--------------------|---------|---------|
| Contingencies | 100  | 15-2020            | .0700   | \$2,000 |

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations of the City Council Committee on Aviation during the year 1988.

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

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

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone --43.

Nays -- None.

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

---

TRANSFER OF APPROPRIATED FUNDS AUTHORIZED WITHIN  
DEPARTMENT OF LAW.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1988. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1988 payable from such appropriations:

FROM:

| Purpose            | Fund | Code<br>Department | Account | Amount    |
|--------------------|------|--------------------|---------|-----------|
| Salaries and Wages | 100  | 31-2005            | .0005   | \$125,000 |

TO:

| Purpose                                | Fund | Code<br>Department | Account | Amount    |
|----------------------------------------|------|--------------------|---------|-----------|
| Professional and<br>Technical Services | 100  | 31-2005            | .0140   | \$123,000 |
| Maintenance of<br>Data Equipment       | 100  | 31-2005            | .0154   | \$2,000   |

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations of the Department of Law during the year 1988.

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

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

*Yeas* -- Aldermen Roti, Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 43.

*Nays* -- None.

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

---

TRANSFER OF APPROPRIATED FUNDS AUTHORIZED WITHIN  
OFFICE OF THE CITY CLERK.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1988. This transfer will leave sufficient...

unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1988 payable from such appropriations:

FROM:

| Purpose                      | Fund | Code<br>Department | Account | Amount  |
|------------------------------|------|--------------------|---------|---------|
| Commodities<br>and Materials | 100  | 25-2005            | .0300   | \$2,000 |

TO:

| Purpose | Fund | Code<br>Department | Account | Amount  |
|---------|------|--------------------|---------|---------|
| Travel  | 100  | 25-2005            | .0200   | \$2,000 |

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations of the Office of the City Clerk during the year 1988.

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

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

*Yeas* -- Aldermen Roti, Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 43.

*Nays* -- None.

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

TRANSFER OF APPROPRIATED FUNDS AUTHORIZED  
WITHIN OFFICE OF THE CITY CLERK.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1988. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1988 payable from such appropriations:

FROM:

| Purpose           | Fund | Code<br>Department | Account | Amount   |
|-------------------|------|--------------------|---------|----------|
| Personal Services | 100  | 25-2005            | .0000   | \$35,000 |

TO:

| Purpose              | Fund | Code<br>Department | Account | Amount   |
|----------------------|------|--------------------|---------|----------|
| Contractual Services | 100  | 25-2005            | .0100   | \$35,000 |

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations of the Office of the City Clerk during the year 1988.

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

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

*Yeas* -- Aldermen Roti, Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 43.



*Nays* -- None.

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

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INSTALLATION OF WATER MAINS ON PORTION OF  
WEST WALTON STREET.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

*Ordered*, That the Commissioner of Water is hereby authorized to install water mains in West Walton Street, from North Cicero Avenue to North Lavergne Avenue: 1,336 feet of 8-inch ductile iron water main, at the total estimated cost of \$216,329.64 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-00687.

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

*Yeas* -- Aldermen Roti, Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 43.

*Nays* -- None.

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

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*Action Deferred* -- AMENDMENT OF FINAL STATEMENT  
OF OBJECTIVES AND PROPOSED USE OF FUNDS  
FOR COMMUNITY DEVELOPMENT BLOCK  
GRANT YEAR XIV.

The Committee on the Budget and Government Operations submitted the following report, which was, on motion of Alderman Burke and Alderman Eisendrath, *Deferred* and ordered published:

CHICAGO, July 29, 1988.

*To the President and Members of the City Council:*

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending the final statement of objectives and proposed use of funds for Community Development Block Grant Year XIV, Department of Housing, Housing Action Grants, Professional and Technical Services, to delete \$70,000 for Greater Westside Development Corporation/Lawndale Revitalization (submitted by Alderman Henry) recommends that Your Honorable Body do pass said ordinance, which is transmitted herewith.

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

Respectfully submitted,  
(Signed) LEMUEL AUSTIN,  
*Chairman.*

The said proposed ordinance transmitted with the foregoing committee report reads as follows:

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

SECTION 1. This ordinance authorizing submission of final statement of objectives and proposed use of funds for Community Development Block Grant Year XIV and authorizing appropriation of such funds for certain expenditures, as passed on December 29, 1987 (C.J. pp. 9269--9270, 9275--9383) and as amended, is hereby further amended as follows:

Fund 517 -- Year XIV Community Development Block Grant Fund.

| Code | Department And Item                 | Strike |          | Insert |        |
|------|-------------------------------------|--------|----------|--------|--------|
|      |                                     | No.    | Amount   | No.    | Amount |
|      | Department of Housing--21-2560      |        |          |        |        |
|      | Housing Action Grants               |        |          |        |        |
| 0140 | Professional and Technical Services |        |          |        |        |
|      | Lawndale Revitalization, Inc.       |        | \$70,000 |        |        |

| Code | Department And Item                                              | Strike     | Insert     |
|------|------------------------------------------------------------------|------------|------------|
|      |                                                                  | No. Amount | No. Amount |
|      | Greater Westside Development Corporation/Lawndale Revitalization |            | \$70,000   |

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

---

*Action Deferred* -- REPROGRAMMING OF YEAR XIV COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM PRIOR YEAR SALVAGE WITHIN DEPARTMENT OF HOUSING'S PLANNING AND ADMINISTRATION PROGRAM.

The Committee on the Budget and Government Operations submitted the following report, which was, on motion of Alderman Burke and Alderman Eisendrath, *Deferred* and ordered published:

CHICAGO, July 29, 1988.

*To the President and Members of the City Council:*

Your Committee on the Budget and Government Operations, having had under consideration a resolution authorizing the reprogramming of Year XIV Community Development Block Grant funds from prior year salvage within the Department of Housing's Planning and Administration Program in the amount of \$320,000.00, recommends that Your Honorable Body do adopt said resolution, which is transmitted herewith.

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

Respectfully submitted,  
(Signed) LEMUEL AUSTIN,  
*Chairman.*

The said proposed resolution transmitted with the foregoing committee report reads as follows:

WHEREAS, The City Council of the City of Chicago passed an ordinance on March 11, 1987, which set forth procedures for the Community Development Block Grant Program requiring that the City shall not reprogram funds in excess of \$10,000 appropriated for any object or purpose set forth in the Community Development Block Grant ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City has allocated \$2,889,911 of Community Development Block Grant funds under Planning and Administration which provides general support to the Department of Housing; and

WHEREAS, The Commissioner of the Department of Housing requests the reprogramming of \$320,000 from prior block grants salvagable funds to Planning and Administration which is within the existing program budget and this reprogramming will increase the total budget; now, therefore,

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

SECTION 1. The sum of \$320,000 of Community Development Block Grant funds be reprogrammed within the existing program budget from prior block grants to the Department of Housing's Planning and Administration Program.

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

---

*Action Deferred --* REPROGRAMMING OF YEAR XIII COMMUNITY  
DEVELOPMENT BLOCK GRANT FUNDS WITHIN  
DEPARTMENT OF HOUSING'S CHICAGO  
HOUSING AUTHORITY WINTERIZATION  
PROGRAM.

The Committee on the Budget and Government Operations submitted the following report, which was, on motion of Alderman Burke and Alderman Eisendrath, *Deferred* and ordered published:

CHICAGO, July 29, 1988.

*To the President and Members of the City Council:*

Your Committee on the Budget and Government Operations, having had under consideration a resolution authorizing the reprogramming of Year XIII Community

Development Block Grant funds within the Department of Housing's Chicago Housing Authority's Winterization Program, in the amount of \$553,363.00, recommends that Your Honorable Body do adopt said resolution, which is transmitted herewith.

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

Respectfully submitted,  
(Signed) LEMUEL AUSTIN,  
*Chairman.*

The said proposed resolution transmitted with the foregoing committee report reads as follows:

WHEREAS, The City Council of the City of Chicago passed an ordinance on March 11, 1987, which set forth procedures for the Community Development Block Grant Program requiring that the City shall not reprogram funds in excess of \$10,000 appropriated for any object or purpose set forth in the Community Development Block Grant ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City has allocated \$5,400,000 of Community Development Block Grant funds under the Department of Housing's budget to provide general support to the Chicago Housing Authority's Winterization Program; and

WHEREAS, The Commissioner of the Department of Housing requests the reprogramming of \$553,363 within the Chicago Housing Authority's Winterization Program which is within the existing program budget and this reprogramming will not increase the total budget; now, therefore,

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

SECTION 1. The sum of \$553,363 of Community Development Block Grant funds be reprogrammed within the existing program budget for the Chicago Housing Authority's Winterization Program.

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

*Action Deferred* -- REPROGRAMMING OF YEAR XIV COMMUNITY  
DEVELOPMENT BLOCK GRANT FUNDS WITHIN DEPARTMENT  
OF HOUSING FROM NEIGHBORHOOD HOME  
IMPROVEMENT PROGRAM TO HOUSING  
REHABILITATION PROGRAM.

The Committee on the Budget and Government Operations submitted the following report, which was, on motion of Alderman Burke and Alderman Eisendrath, *Deferred* and ordered published:

CHICAGO, July 29, 1988.

*To the President and Members of the City Council:*

Your Committee on the Budget and Government Operations, having had under consideration a resolution authorizing the reprogramming of Year XIV Community Development Block Grant funds within the Department of Housing's Neighborhood Home Improvement Program to the Housing Rehabilitation Program in the amount of \$1,100,000.00, recommends that Your Honorable Body do adopt said resolution, which is transmitted herewith.

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

Respectfully submitted,  
(Signed) LEMUEL AUSTIN,  
Chairman.

The said proposed resolution transmitted with the foregoing committee report reads as follows:

WHEREAS, The City Council of the City of Chicago passed an ordinance on March 11, 1987, which set forth procedures for the Community Development Block Grant Program requiring that the City shall not reprogram funds in excess of \$10,000 appropriated for any object or purpose set forth in the Community Development Block Grant ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City has allocated \$27,818,950 of Community Development Block Grant funds to the Department of Housing to support the objective of conserving, restoring and increasing the City's housing stock; and

WHEREAS, The Commissioner of the Department of Housing requests the reprogramming of \$1,100,000 from the Neighborhood Home Improvement Program to the

Housing Rehabilitation Program which is within the existing program budget and this reprogramming will not increase the total budget; now, therefore,

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

SECTION 1. The sum of \$1,100,000 of Community Development Block Grant funds be reprogrammed within the existing program budget from the Neighborhood Home Improvement Loan Program to the Housing Rehabilitation Program.

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

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*Action Deferred --* REPROGRAMMING OF YEAR XII COMMUNITY  
DEVELOPMENT BLOCK GRANT FUNDS WITHIN DEPARTMENT  
OF ECONOMIC DEVELOPMENT FROM INDUSTRIAL  
CAPITAL ASSISTANCE PROGRAM TO  
HELENE CURTIS, INCORPORATED  
SITE IMPROVEMENT  
PROGRAM.

The Committee on the Budget and Government Operations submitted the following report, which was, on motion of Alderman Burke and Alderman Eisendrath, *Deferred* and ordered published:

CHICAGO, July 29, 1988.

*To the President and Members of the City Council:*

Your Committee on the Budget and Government Operations, having had under consideration a resolution authorizing the reprogramming of Year XII Community Development Block Grant funds within the Department of Economic Development's Industrial Capital Assistance Program to the Helene Curtis, Inc. Site Improvement Program, in the amount of \$960,500.00, recommends that Your Honorable Body do adopt said resolution, which is transmitted herewith.

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

Respectfully submitted,  
(Signed) LEMUEL AUSTIN,  
*Chairman.*

The said proposed resolution transmitted with the foregoing committee report reads as follows:

WHEREAS, The City Council of the City of Chicago passed an ordinance on March 11, 1987, which set forth procedures for the Community Development Block Grant Program requiring that the City shall not reprogram funds in excess of \$10,000 appropriated for any object or purpose set forth in the Community Development Block Grant ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City has allocated \$1,375,000 of Community Development Block Grant funds in C.D.B.G. Year XII to the Department of Economic Development to support the objective of industrial capital assistance; and

WHEREAS, The Commissioner of the Department of Economic Development requests the reprogramming of \$960,500 of the \$1,000,000 from the Industrial Capital Assistance Program formerly allocated to Playschool to be reprogrammed for Helene Curtis Site Improvements which is within the existing program budget and this reprogramming will not increase the total budget; now, therefore,

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

SECTION 1. The sum of \$960,500 of Community Development Block Grant funds be reprogrammed within the existing program budget from the Industrial Capital Assistance Program.

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

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**Action Deferred -- REPROGRAMMING OF YEAR XIV COMMUNITY  
DEVELOPMENT BLOCK GRANT FUNDS WITHIN DEPARTMENT  
OF PUBLIC WORKS FROM MODEL BLOCK PROGRAM  
TO PRIVATE NOT-FOR-PROFIT FACILITY  
RENOVATION PROGRAM.**

The Committee on the Budget and Government Operations submitted the following report, which was, on motion of Alderman Burke and Alderman Eisendrath, *Deferred* and ordered published:

CHICAGO, July 29, 1988.

*To the President and Members of the City Council:*



Your Committee on the Budget and Government Operations, having had under consideration a resolution authorizing the reprogramming of Year XIV Community Development Block Grant funds within the Department of Public Works' Model Block Program to the Private Not-For-Profit Facility Renovation Program, in the amount of \$125,000.00, recommends that Your Honorable Body do adopt said resolution, which is transmitted herewith.

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

Respectfully submitted,  
(Signed) LEMUEL AUSTIN,  
Chairman.

The said proposed resolution transmitted with the foregoing committee report reads as follows:

WHEREAS, The City Council of the City of Chicago passed an ordinance on March 11, 1987, which set forth procedures for the Community Development Block Grant Program requiring that the City shall not reprogram funds in excess of \$10,000 appropriated for any object or purpose set forth in the Community Development Block Grant ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City has allocated \$1,145,000 of Community Development Block Grant funds to the Department of Public Works to support the objective of renovating private not-for-profit facilities; and

WHEREAS, The Commissioner of the Department of Public Works requests the reprogramming of \$125,000 from the Model Blocks Program to the Private Not-For-Profit Facility Renovation Program which is within the existing program budget and this reprogramming will not increase the total budget; now, therefore,

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

SECTION 1. The sum of \$125,000 of Community Development Block Grant funds be reprogrammed within the existing program budget from the Model Blocks Program to the Private Not-For-Profit Facility Renovation Program.

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

*Action Deferred* -- REPROGRAMMING OF YEAR XIV COMMUNITY  
DEVELOPMENT BLOCK GRANT FUNDS WITHIN DEPARTMENT  
OF PLANNING FROM GRANTS PROGRAM TO PLANNING  
AND ADMINISTRATION.

The Committee on the Budget and Government Operations submitted the following report, which was, on motion of Alderman Burke and Alderman Eisendrath, *Deferred* and ordered published:

CHICAGO, July 29, 1988.

*To the President and Members of the City Council:*

Your Committee on the Budget and Government Operations, having had under consideration a resolution authorizing the reprogramming of Year XIV Community Development Block Grant funds within the Department of Planning's Grants Program to Planning and Administration, in the amount of \$30,000.00, recommends that Your Honorable Body do adopt said resolution, which is transmitted herewith.

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

Respectfully submitted,  
(Signed) LEMUEL AUSTIN,  
*Chairman.*

The said proposed resolution transmitted with the foregoing committee report reads as follows:

WHEREAS, The City Council of the City of Chicago passed an ordinance on March 11, 1987, which set forth procedures for the Community Development Block Grant Program requiring that the City shall not reprogram funds in excess of \$10,000 appropriated for any object or purpose set forth in the Community Development Block Grant ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City has allocated \$1,521,783 of Community Development Block Grant funds to the Department of Planning to support the objective of planning support for the C.D.B.G. program; and

WHEREAS, The Commissioner of the Department of Planning requests the reprogramming of \$30,000 from the Planning Grants Program to Planning and Administration which is within the existing program budget and this reprogramming will not increase the total budget; now, therefore,

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

SECTION 1. The sum of \$30,000 of Community Development Block Grant funds be reprogrammed within the existing program budget from the Planning Grants to Planning and Administration.

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

---

Action Deferred -- REPROGRAMMING OF YEAR XIV COMMUNITY  
DEVELOPMENT BLOCK GRANT FUNDS FROM PRIOR YEAR  
SALVAGE WITHIN DEPARTMENT OF HOUSING'S  
EMERGENCY HOUSING ASSISTANCE  
PROGRAM.

The Committee on the Budget and Government Operations submitted the following report, which was, on motion of Alderman Burke and Alderman Eisendrath, *Deferred* and ordered published:

CHICAGO, July 29, 1988.

*To the President and Members of the City Council:*

Your Committee on the Budget and Government Operations, having had under consideration a resolution authorizing the reprogramming of Year XIV Community Development Block Grant funds from prior year salvage within the Department of Housing's Emergency Housing Assistance Program, in the amount of \$540,000.00, recommends that Your Honorable Body do adopt said resolution, which is transmitted herewith.

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

Respectfully submitted,  
(Signed) LEMUEL AUSTIN,  
Chairman.

The said proposed resolution transmitted with the foregoing committee report reads as follows:

WHEREAS, The City Council of the City of Chicago passed an ordinance on March 11, 1987, which set forth procedures for the Community Development Block Grant Program requiring that the City shall not reprogram funds in excess of \$10,000 appropriated for any object or purpose set forth in the Community Development Block Grant ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City has allocated \$1,075,000 of Community Development Block Grant funds to the Department of Housing's Emergency Housing Assistance Program which provides emergency rehabilitation loans and grants; and

WHEREAS, The Commissioner of the Department of Housing requests the reprogramming of \$540,000 from prior block grants' salvageable funds to the Emergency Housing Assistance Program which is within the existing program budget and this reprogramming will not increase the total budget; now, therefore,

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

SECTION 1. The sum of \$540,000 of Community Development Block Grant funds be reprogrammed within the existing program budget from prior block grants to the Department of Housing's Emergency Housing Assistance Program.

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

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*Action Deferred* -- AMENDMENT TO 1988 ANNUAL APPROPRIATION  
ORDINANCE TO INITIATE ADMINISTRATIVE ADJUDICATION  
PROGRAM AND CONSOLIDATE RELATED TRAFFIC  
FUNCTIONS WITHIN DEPARTMENT OF  
PUBLIC WORKS.

The Committee on the Budget and Government Operations submitted the following report, which was, on motion of Alderman Burke and Alderman Eisendrath, *Deferred* and ordered published:

CHICAGO, July 29, 1988.

*To the President and Members of the City Council:*

Your Committee on the Budget and Government Operations, having had under consideration an amendment to the Annual Appropriation Ordinance to: (1) initiate an Administrative Adjudication Program for direct parking ticket collection, and (2) consolidate parking and related traffic functions within the Department of Public Works,

recommends that Your Honorable Body do pass said amendment, which is transmitted herewith.

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

Respectfully submitted,  
(Signed) LEMUEL AUSTIN,  
*Chairman.*

The said proposed ordinance transmitted with the foregoing committee report reads as follows:

WHEREAS, The City of Chicago is a home rule unit of local government as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function relating to its government and affairs; and

WHEREAS, The management of its finances and the organization of its departments are matters relating to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The Annual Appropriation Ordinance for the Year 1988, as heretofore amended, is hereby further amended by striking the words and figures and inserting the words and figures indicated in the attached exhibit.

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

Exhibit attached to this ordinance reads as follows:

Corrections And Revisions To The 1988 Budget.

100--Corporate Fund

| Page | Code | Department And Item                 | Strike<br>No. Amount | Insert<br>No. Amount |
|------|------|-------------------------------------|----------------------|----------------------|
|      |      | Department Of Revenue--29/1005/2005 |                      |                      |
|      |      | Strike:                             |                      |                      |
|      | 0005 | Salaries and Wages                  | \$7,721,463          | \$6,122,851          |

## 100--Corporate Fund

| Page | Code | Department And Item          | Strike<br>No. Amount | Insert<br>No. Amount |
|------|------|------------------------------|----------------------|----------------------|
|      | 0015 | Schedule Salary Adj.         | \$ 111,518           | \$ 59,156            |
|      | 0020 | Overtime                     | 150,000              | 118,458              |
|      | 0091 | Uniform Allowance            | 20,000               | 8,400                |
|      | 0125 | Office & Building Serv.      | 2,625                | 2,075                |
|      | 0126 | Office Conveniences          | 4,000                | 2,400                |
|      | 0130 | Postage                      | 2,138,190            | 2,129,192            |
|      | 0140 | Prof. & Tech. Serv           | 2,623,520            | 2,418,520            |
|      | 0150 | Graphics--Outside            | 652,000              | 291,800              |
|      | 0151 | Graphics--Inside             | 51,000               | 39,991               |
|      | 0152 | Advertising                  | 51,000               | 41,000               |
|      | 0155 | Rental Property              | 237,000              | 139,500              |
|      | 0157 | Rental Equipment & Serv.     | 46,100               | 31,660               |
|      | 0160 | Repair & Maint. of Property  | 77,100               | 45,112               |
|      | 0161 | Repair Maint. of Facility    | 1,630,000            | 699,430              |
|      | 0162 | Repair Maint. of Equipment   | 192,400              | 140,346              |
|      | 0166 | Dues, Subscr. & Membership   | 6,500                | 4,925                |
|      | 0169 | Tech. Meeting Costs          | 7,000                | 5,825                |
|      | 0176 | Maint. & Oper. City Vehicles | 40,000               | 4,345                |
|      | 0184 | Electricity                  | 24,000               | 12,440               |
|      | 0186 | Telephone                    | 115,000              | 61,767               |

## 100--Corporate Fund

| Page | Code | Department And Item                                                                         | Strike<br>No. | Amount     | Insert<br>No. | Amount     |
|------|------|---------------------------------------------------------------------------------------------|---------------|------------|---------------|------------|
|      | 0193 | Coin Collection                                                                             |               | \$ 632,680 |               | \$ 166,042 |
|      | 0229 | Transportation & Expense<br>Allow.                                                          |               | 64,000     |               | 51,000     |
|      | 0270 | Local Transportation                                                                        |               | 3,000      |               | 2,600      |
|      | 0338 | License/Sticker Tags & Plates                                                               |               | 400        |               | 0          |
|      | 0348 | Books & Related Material                                                                    |               | 9,000      |               | 3,000      |
|      | 0350 | Stationery                                                                                  |               | 100,000    |               | 94,149     |
|      | 0411 | Garage Equipment & Machinery                                                                |               | 154,435    |               | 70,354     |
|      | 0422 | Office Machines                                                                             |               | 30,000     |               | 23,706     |
|      | 0423 | Communications Devices                                                                      |               | 3,000      |               | 0          |
|      | 0424 | Furniture & Furnishings                                                                     |               | 31,400     |               | 12,844     |
|      | 0440 | Machinery & Equipment                                                                       |               | 54,225     |               | 36,832     |
|      | 0526 | Improvement to Existing<br>Build.                                                           |               | 20,000     |               | 0          |
|      |      | Department of Revenue--29/1005/2005<br>Billing, Collections and<br>Tax Administration--3010 |               |            |               |            |
|      |      | Strike:                                                                                     |               |            |               |            |
|      |      | Special Collections--4010                                                                   |               |            |               |            |
|      | 0833 | Word Processing Operator I                                                                  | 1             | 14,076     |               |            |
|      | 0743 | Supervisor of Information<br>Serv.                                                          | 1             | 26,556     |               |            |

## 100--Corporate Fund

| Page | Code | Department And Item                   | Strike |          | Insert |        |
|------|------|---------------------------------------|--------|----------|--------|--------|
|      |      |                                       | No.    | Amount   | No.    | Amount |
|      | 0742 | Public Information Assistant<br>II    | 2      | \$17,988 |        |        |
|      | 0741 | Public Information Assistant<br>I     | 4      | 14,722   |        |        |
|      | 0741 | Public Information Assistant<br>I     | 1      | 14,076   |        |        |
|      | 0682 | Supervisor of Data Entry<br>Oper.     | 1      | 22,908   |        |        |
|      | 0665 | Senior Data Entry Operator            | 1      | 16,296   |        |        |
|      | 0664 | Data Entry Operator                   | 2      | 14,076   |        |        |
|      | 0664 | Data Entry Operator                   | 2      | 13,440   |        |        |
|      | 0430 | Clerk III                             | 7      | 14,076   |        |        |
|      | 0429 | Clerk II                              | 1      | 13,440   |        |        |
|      | 0429 | Clerk II                              | 1      | 12,852   |        |        |
|      | 0303 | Administrative Assistant<br>III       | 1      | 21,828   |        |        |
|      | 0266 | Manager of Collections and<br>Billing | 1      | 42,444   |        |        |
|      | 0209 | Supervisor of Collection<br>Proc.     | 1      | 30,720   |        |        |
|      | 0209 | Supervisor of Collection<br>Proc.     | 1      | 29,280   |        |        |
|      | 0206 | Head Cashier                          | 1      | 18,852   |        |        |
|      | 0206 | Head Cashier                          | 1      | 16,296   |        |        |
|      | 0205 | Cashier                               | 1      | 14,076   |        |        |
|      | 0205 | Cashier                               | 1      | 13,440   |        |        |



## 100--Corporate Fund

| Page | Code | Department And Item                                                        | Strike<br>No. | Amount           | Insert<br>No. | Amount |
|------|------|----------------------------------------------------------------------------|---------------|------------------|---------------|--------|
|      | 0101 | Accountant I                                                               | 1             | \$ 18,852        |               |        |
|      |      | Schedule Salary<br>Adjustments                                             |               | <u>7,110</u>     |               |        |
|      |      | Sub-Section Total                                                          | 33            | \$581,730        |               |        |
|      |      | Tax Compliance--4020                                                       |               |                  |               |        |
|      | 0805 | Secretary                                                                  | <u>1</u>      | <u>\$ 15,528</u> |               |        |
|      |      | Section Total                                                              | 34            | \$597,258        |               |        |
|      |      | Department of Revenue--29/1005/2005<br>Administrative Adjudication<br>3027 |               |                  |               |        |
|      |      | Strike:                                                                    |               |                  |               |        |
|      |      | Administration--4037                                                       |               |                  |               |        |
|      | 1656 | Supervisor of Hearing<br>Officers                                          | 1             | \$ 42,444        |               |        |
|      | 0809 | Executive Secretary I                                                      | 1             | 17,112           |               |        |
|      | 0308 | Staff Assistant                                                            | 1             | 22,908           |               |        |
|      | 0269 | Deputy Director of<br>Administrative<br>Adjudication                       | 1             | 52,920           |               |        |
|      |      | Schedule Salary Adjustments                                                |               | <u>1,090</u>     |               |        |
|      |      | Sub-Section Total                                                          | 4             | \$136,474        |               |        |

## 100--Corporate Fund

| Page | Code | Department And Item                        | Strike<br>No. | Amount   | Insert<br>No. | Amount |
|------|------|--------------------------------------------|---------------|----------|---------------|--------|
|      |      | Adjudication and<br>Collections--4040      |               |          |               |        |
|      | 1635 | Paralegal                                  | 1             | \$14,352 |               |        |
|      | 0826 | Principal Typist                           | 1             | 16,296   |               |        |
|      | 0826 | Principal Typist                           | 2             | 14,076   |               |        |
|      | 0805 | Secretary                                  | 1             | 16,296   |               |        |
|      | 0669 | Remote Terminal Operator                   | 1             | 17,112   |               |        |
|      | 0669 | Remote Terminal Operator                   | 3             | 14,076   |               |        |
|      | 0668 | Shift Supervisor of<br>Terminal Operations | 1             | 17,112   |               |        |
|      | 0637 | Senior Microfilm Machine<br>Operator       | 1             | 12,852   |               |        |
|      | 0633 | Data Output Handler                        | 1             | 13,440   |               |        |
|      | 0632 | Data Controller                            | 2             | 14,076   |               |        |
|      | 0430 | Clerk III                                  | 1             | 18,852   |               |        |
|      | 0430 | Clerk III                                  | 1             | 15,528   |               |        |
|      | 0430 | Clerk III                                  | 1             | 14,772   |               |        |
|      | 0430 | Clerk III                                  | 6             | 14,076   |               |        |
|      | 0414 | Inquiry Aide II                            | 1             | 14,076   |               |        |
|      | 0413 | Inquiry Aide I                             | 2             | 13,440   |               |        |
|      | 0205 | Cashier                                    | 2             | 14,076   |               |        |

## 100--Corporate Fund

| Page | Code | Department And Item                    | Strike<br>No. | Amount        | Insert<br>No. | Amount |
|------|------|----------------------------------------|---------------|---------------|---------------|--------|
|      |      | Schedule Salary Adjustments            |               | <u>7,906</u>  |               |        |
|      |      | Sub-Section Total                      | 28            | \$416,614     |               |        |
|      |      | Parking Enforcement--4045              |               |               |               |        |
| 7482 |      | Parking Enforcement Aide               | 1             | \$20,796      |               |        |
| 7482 |      | Parking Enforcement Aide               | 6             | 19,764        |               |        |
| 7482 |      | Parking Enforcement Aide               | 15            | 8,852         |               |        |
| 7482 |      | Parking Enforcement Aide               | 11            | 17,988        |               |        |
| 7482 |      | Parking Enforcement Aide               | 6             | 17,112        |               |        |
| 7482 |      | Parking Enforcement Aide               | 3             | 13,440        |               |        |
| 7481 |      | Field Supervisor--Parking<br>Enforce.  | 1             | 26,556        |               |        |
| 7481 |      | Field Supervisor--Parking<br>Enforce.  | 2             | 25,272        |               |        |
| 7481 |      | Field Supervisor--Parking<br>Enforce.  | 1             | 24,060        |               |        |
| 7481 |      | Field Supervisor--Parking<br>Enforce.  | 1             | 17,112        |               |        |
| 7460 |      | Manager of Parking<br>Enforcement      | 1             | 35,568        |               |        |
| 7183 |      | Motor Truck Driver                     | 4             | 15.55H        |               |        |
| 7117 |      | Supervising Chauffeur--<br>/Boot Prog. | 2             | 17,112        |               |        |
| 7115 |      | Chauffeur--Boot Program                | 10            | 13,440        |               |        |
|      |      | Schedule Salary Adjustments            |               | <u>16,447</u> |               |        |

## 100--Corporate Fund

| Page | Code | Department And Item                | Strike<br>No. | Amount      | Insert<br>No. | Amount |
|------|------|------------------------------------|---------------|-------------|---------------|--------|
|      |      | Sub-Section Total                  | 64            | \$1,230,819 |               |        |
|      |      | Section Total                      | 96            | \$1,783,907 |               |        |
|      |      | Department Of Revenue--29/1005     |               |             |               |        |
|      |      | Strike:                            |               |             |               |        |
|      |      | Parking Administration--2005/3030  |               |             |               |        |
|      |      | Administration--4047               |               |             |               |        |
| 7102 |      | Dispatch Clerk                     | 1             | \$13,440    |               |        |
| 0836 |      | Senior Typist                      | 2             | 13,440      |               |        |
| 0826 |      | Principal Typist                   | 1             | 17,988      |               |        |
| 0809 |      | Executive Secretary I              | 1             | 17,112      |               |        |
| 0430 |      | Clerk III                          | 1             | 21,828      |               |        |
| 0430 |      | Clerk III                          | 1             | 14,076      |               |        |
| 0339 |      | Parking Revenue Security<br>Spec.  | 2             | 22,908      |               |        |
| 0330 |      | Parking Revenue Security<br>Super. | 1             | 30,720      |               |        |
| 0306 |      | Assistant to the Director          | 1             | 25,272      |               |        |
| 0303 |      | Administrative Assistant III       | 1             | 32,244      |               |        |
| 0215 |      | Deputy Director of Revenue         | 1             | 52,920      |               |        |
| 0191 |      | Auditor I                          | 1             | 19,764      |               |        |

## 100--Corporate Fund

| Page | Code | Department And Item                     | Strike<br>No. | Amount    | Insert<br>No. | Amount |
|------|------|-----------------------------------------|---------------|-----------|---------------|--------|
|      |      | Schedule Salary Adjustments             |               | \$ 3,817  |               |        |
|      |      | Sub-Section Total                       | 14            | \$321,877 |               |        |
|      |      | On Street Parking--4050                 |               |           |               |        |
| 7464 |      | Supervising Parking Meter<br>Mechanic   | 1             | \$33,396  |               |        |
| 7464 |      | Supervising Parking Meter<br>Mechanic   | 3             | 30,288    |               |        |
| 7464 |      | Supervising Parking Meter<br>Mechanic   | 2             | 28,848    |               |        |
| 7463 |      | Parking Meters Mechanic                 | 10            | 27,456    |               |        |
| 7463 |      | Parking Meters Mechanic                 | 14            | 26,184    |               |        |
| 7463 |      | Parking Meters Mechanic                 | 2             | 24,912    |               |        |
| 0669 |      | Remote Terminal Operator                | 1             | 14,076    |               |        |
| 0665 |      | Senior Data Entry Operator              | 1             | 21,828    |               |        |
| 0430 |      | Clerk III                               | 1             | 19,764    |               |        |
| 0334 |      | Manager of Parking                      | 1             | 37,236    |               |        |
| 0317 |      | Supervisor of Parking<br>Administration | 1             | 35,568    |               |        |
| 0205 |      | Cashier                                 | 2             | 13,440    |               |        |
| 9528 |      | Laborer (B or E)                        | 6             | 15.30 Hr. |               |        |
| 6323 |      | Laborer                                 | 2             | 15.30 Hr. |               |        |

## 100--Corporate Fund

| Page | Code | Department And Item                          | Strike<br>No. | Amount      | Insert<br>No. | Amount |
|------|------|----------------------------------------------|---------------|-------------|---------------|--------|
|      |      | Schedule Salary Adjustments                  |               | \$ 13,558   |               |        |
|      |      | Sub-Section Total                            | 47            | \$1,291,522 |               |        |
|      |      | Off-Street Parking--4055                     |               |             |               |        |
| 7436 |      | Supervisor of Parking<br>Facility Inspectors | 1             | \$17,112    |               |        |
| 7435 |      | Parking Facility Inspector                   | 1             | 16,296      |               |        |
| 7435 |      | Parking Facility Inspector                   | 4             | 14,772      |               |        |
| 7435 |      | Parking Facility Inspector                   | 2             | 14,076      |               |        |
| 7411 |      | Parking Attendant                            | 1             | 5.55 Hr.    |               |        |
| 0669 |      | Remote Terminal Operator                     | 1             | 13,440      |               |        |
| 0429 |      | Clerk II                                     | 1             | 14,772      |               |        |
| 0429 |      | Clerk II                                     | 1             | 12,852      |               |        |
| 0428 |      | Clerk I                                      | 2             | 15,528      |               |        |
| 0334 |      | Manager of Parking                           | 1             | 37,236      |               |        |
| 0317 |      | Supervisor of Parking Adm.                   | 1             | 27,852      |               |        |
| 0302 |      | Administrative Assistant II                  | 1             | 25,272      |               |        |
| 6323 |      | Laborer                                      |               | 15.30 Hr.   |               |        |
|      |      | Schedule Salary Adjustments                  |               | 4,907       |               |        |
|      |      | Sub-Section Total                            | 17            | \$ 299,357  |               |        |
|      |      | Section Total                                | 78            | \$1,912,756 |               |        |

## 100--Corporate Fund

| Page | Code | Department And Item                        | Strike<br>No. Amount | Insert<br>No. Amount |
|------|------|--------------------------------------------|----------------------|----------------------|
|      |      | Department Of Public Works--83             |                      |                      |
|      |      | Bureau Of Parking Enforcement--1050/2065   |                      |                      |
|      |      | Insert:                                    |                      |                      |
|      | 0005 | Salaries and Wages                         |                      | \$55,920             |
|      | 0015 | Schedule Salary Adjustments                |                      | 23,080               |
|      | 0020 | Overtime                                   |                      | 19,328               |
|      | 0126 | Office Conveniences                        |                      | 800                  |
|      | 0130 | Postage                                    |                      | 7,403                |
|      | 0140 | Professional and Technical Services        |                      | 180,000              |
|      | 0150 | Graphics--Outside                          |                      | 235,000              |
|      | 0151 | Graphics--Inside                           |                      | 10,000               |
|      | 0152 | Advertising                                |                      | 10,000               |
|      | 0155 | Rental of Property                         |                      | 97,500               |
|      | 0157 | Rental Equipment and Services              |                      | 14,040               |
|      | 0162 | Repair and Maintenance of Equipment        |                      | 11,056               |
|      | 0166 | Dues, Subscription and Membership          |                      | 805                  |
|      | 0169 | Technical Meeting Costs                    |                      | 500                  |
|      | 0176 | Maintenance and Operation of City Vehicles |                      | 12,000               |
|      | 0184 | Electricity                                |                      | 11,560               |
|      | 0186 | Telephone                                  |                      | 40,000               |

## 100--Corporate Fund

| Page | Code | Department And Item                                              | Strike<br>No. | Amount | Insert<br>No. | Amount        |
|------|------|------------------------------------------------------------------|---------------|--------|---------------|---------------|
|      | 0270 | Local Transportation                                             |               |        |               | \$ 200        |
|      | 0348 | Books and Related Material                                       |               |        |               | 5,000         |
|      | 0350 | Stationery                                                       |               |        |               | 5,351         |
|      | 0422 | Office Machines                                                  |               |        |               | 1,323         |
|      | 0440 | Machinery and Equipment                                          |               |        |               | 8,500         |
|      |      | Insert: Department of Public Works--83                           |               |        |               |               |
|      |      | Bureau of Parking Enforcement--1050/2065<br>Administration--3200 |               |        |               |               |
| 1656 |      | Supervisor of Hearing Officers                                   | 1             |        | \$            | 42,444        |
| 0809 |      | Executive Secretary I                                            | 1             |        |               | 17,112        |
| 0308 |      | Staff Assistant                                                  | 1             |        |               | 22,908        |
| 7440 |      | Director of Parking Enforcement                                  | 1             |        |               | 52,920        |
|      |      | Schedule Salary Adjustments                                      |               |        |               | <u>1,090</u>  |
|      |      | Sub-Section Total                                                | 4             |        |               | \$136,474     |
|      |      | Adjudication and Collections--3205                               |               |        |               |               |
| 1635 |      | Paralegal                                                        | 1             |        | \$            | 14,352        |
| 0826 |      | Principal Typist                                                 | 1             |        |               | 16,296        |
| 0826 |      | Principal Typist                                                 | 2             |        |               | 14,076        |
| 0805 |      | Secretary                                                        | 1             |        |               | <u>16,296</u> |



## 100--Corporate Fund

| Page | Code | Department And Item                     | Strike<br>No. Amount | Insert<br>No. Amount |
|------|------|-----------------------------------------|----------------------|----------------------|
|      | 0669 | Remote Terminal Operator                | 1                    | \$ 17,112            |
|      | 0669 | Remote Terminal Operator                | 3                    | 14,076               |
|      | 0668 | Shift Supervisor of Terminal Operations | 1                    | 17,112               |
|      | 0637 | Senior Microfilm Machine Operator       | 1                    | 12,852               |
|      | 0633 | Data Output Handler                     | 1                    | 13,440               |
|      | 0632 | Data Controller                         | 2                    | 14,076               |
|      | 0430 | Clerk III                               | 1                    | 18,852               |
|      | 0430 | Clerk III                               | 1                    | 15,528               |
|      | 0430 | Clerk III                               | 1                    | 14,772               |
|      | 0430 | Clerk III                               | 6                    | 14,076               |
|      | 0414 | Inquiry Aide II                         | 1                    | 14,076               |
|      | 0413 | Inquiry Aide I                          | 2                    | 13,440               |
|      | 0205 | Cashier                                 | 2                    | 14,076               |
|      |      | Schedule Salary Adjustments             |                      | <u>7,906</u>         |
|      |      | Sub-Section Total                       | 28                   | \$416,614            |
|      |      | Ticket Processing--3210                 |                      |                      |
|      | 0833 | Word Processing Operator I              | 1                    | \$14,076             |
|      | 0743 | Supervisor of Information Serv.         | 1                    | 26,556               |
|      | 0742 | Public Information Assistant II         | 2                    | 17,988               |

## 100--Corporate Fund

| Page | Code | Department And Item                 | Strike<br>No. Amount | Insert<br>No. Amount |
|------|------|-------------------------------------|----------------------|----------------------|
|      | 0741 | Public Information Assistant I      |                      | 4 \$14,772           |
|      | 0741 | Public Information Assistant I      |                      | 1 14,076             |
|      | 0682 | Supervisor of Data Entry Operator   |                      | 1 22,908             |
|      | 0665 | Senior Data Entry Operator          |                      | 1 16,296             |
|      | 0664 | Data Entry Operator                 |                      | 2 14,076             |
|      | 0664 | Data Entry Operator                 |                      | 2 13,440             |
|      | 0430 | Clerk III                           |                      | 7 14,076             |
|      | 0429 | Clerk II                            |                      | 1 13,440             |
|      | 0429 | Clerk II                            |                      | 1 12,852             |
|      | 0303 | Administrative Assistant III        |                      | 1 21,828             |
|      | 0266 | Manager of Collections and Billing  |                      | 1 42,444             |
|      | 0805 | Secretary                           |                      | 1 15,528             |
|      | 0209 | Supervisor of Collection Processing |                      | 1 30,720             |
|      | 0209 | Supervisor of Collection Processing |                      | 1 29,280             |
|      | 0206 | Head Cashier                        |                      | 1 18,852             |
|      | 0206 | Head Cashier                        |                      | 1 16,296             |
|      | 0205 | Cashier                             |                      | 1 14,076             |
|      | 0205 | Cashier                             |                      | 1 13,440             |
|      | 0101 | Accountant I                        |                      | 1 18,852             |
|      |      | Schedule Salary Adjustments         |                      | <u>7,110</u>         |

## 100--Corporate Fund

| Page | Code | Department And Item                 | Strike<br>No. Amount | Insert<br>No. Amount |
|------|------|-------------------------------------|----------------------|----------------------|
|      |      | Sub-Section Total                   |                      | 34 \$597,258         |
|      |      | Parking Enforcement--3215           |                      |                      |
| 7460 |      | Manager of Parking Enforcement      | 1                    | \$ 35,568            |
| 7183 |      | Motor Truck Driver                  | 4                    | 15.55 Hr.            |
| 7117 |      | Supervising Chauffeur--Boot Program | 2                    | 17,112               |
| 7115 |      | Chauffeur--Boot Program             | 10                   | 13,440               |
|      |      | Schedule Salary Adjustments         |                      | <u>10,880</u>        |
|      |      | Sub-Section Total                   | <u>17</u>            | <u>\$341,960</u>     |
|      |      | Section Total                       | 83                   | \$1,492,306          |

Department of Public Works--83  
Bureau of Parking Management--1050/2067

## Insert:

|      |                              |             |
|------|------------------------------|-------------|
| 0005 | Salaries and Wages           | \$1,039,412 |
| 0015 | Schedule Salary Adjustments  | 29,282      |
| 0020 | Overtime                     | 12,214      |
| 0091 | Uniform Allowance            | 11,600      |
| 0125 | Office and Building Services | 550         |

## 100--Corporate Fund

| Page | Code | Department And Item                        | Strike<br>No. Amount | Insert<br>No. Amount |
|------|------|--------------------------------------------|----------------------|----------------------|
|      | 0126 | Office Conveniences                        |                      | \$ 800               |
|      | 0130 | Postage                                    |                      | 1,595                |
|      | 0140 | Professional and Technical Services        |                      | 25,000               |
|      | 0150 | Graphics--Outside                          |                      | 1,200                |
|      | 0151 | Graphics--Inside                           |                      | 1,009                |
|      | 0157 | Rental Equipment and Services              |                      | 400                  |
|      | 0160 | Repair and Maintenance of Property         |                      | 31,988               |
|      | 0161 | Repair and Maintenance of Facility         |                      | 960,570              |
|      | 0162 | Repair and Maintenance of Equipment        |                      | 40,998               |
|      | 0166 | Dues, Subscription and Membership          |                      | 770                  |
|      | 0169 | Technical Meeting Costs                    |                      | 675                  |
|      | 0176 | Maintenance and Operation of City Vehicles |                      | 23,655               |
|      | 0186 | Telephone                                  |                      | 13,233               |
|      | 0193 | Coin Collection                            |                      | 466,638              |
|      | 0229 | Transportation and Expense Allowance       |                      | 13,000               |
|      | 0270 | Local Transportation                       |                      | 200                  |
|      | 0338 | License/Sticker Tags and Plates            |                      | 400                  |
|      | 0340 | Materials and Supplies                     |                      | 94,000               |

## 100--Corporate Fund

| Page | Code | Department And Item                                                | Strike<br>No. Amount | Insert<br>No. Amount |
|------|------|--------------------------------------------------------------------|----------------------|----------------------|
|      | 0348 | Books and Related Material                                         |                      | \$ 1,000             |
|      | 0350 | Stationery                                                         |                      | 500                  |
|      | 0411 | Garage Equipment and Machinery                                     |                      | 84,081               |
|      | 0422 | Office Machines                                                    |                      | 4,971                |
|      | 0423 | Communication Devices                                              |                      | 3,000                |
|      | 0424 | Furniture and Furnishings                                          |                      | 18,556               |
|      | 0440 | Machinery and Equipment                                            |                      | 8,893                |
|      | 0526 | Improvement to Existing Building                                   |                      | 20,000               |
|      |      | Department Of Public Works                                         |                      |                      |
|      |      | Insert:                                                            |                      |                      |
|      |      | 83/1050/2067--Bureau Of Parking Management<br>Administration--3300 |                      |                      |
|      | 7102 | Dispatch Clerk                                                     | 1                    | \$13,440             |
|      | 0836 | Senior Typist                                                      | 2                    | 13,440               |
|      | 0826 | Principal Typist                                                   | 1                    | 17,988               |
|      | 0809 | Executive Secretary                                                | 1                    | 17,112               |
|      | 0430 | Clerk III                                                          | 1                    | 21,828               |
|      | 0430 | Clerk III                                                          | 1                    | 14,076               |
|      | 0339 | Parking Revenue Security<br>Spec.                                  | 2                    | 22,908               |
|      | 0330 | Parking Revenue Security<br>Super.                                 | 1                    | 30,720               |

## 100--Corporate Fund

| Page | Code | Department And Item                     | Strike<br>No. Amount | Insert<br>No. Amount |
|------|------|-----------------------------------------|----------------------|----------------------|
|      | 0306 | Assistant to the Director               |                      | 1 \$ 25,272          |
|      | 0303 | Administrative Assistant III            |                      | 1 32,244             |
|      | 7441 | Director of Parking Manager             |                      | 1 52,920             |
|      | 0191 | Auditor I                               |                      | 1 19,764             |
|      |      | Schedule Salary Adjustments             |                      | <u>3,817</u>         |
|      |      | Sub-Section Total                       |                      | 14 \$321,877         |
|      |      | On Street Parking--4050                 |                      |                      |
|      | 7464 | Supervising Parking Meter<br>Mechanic   |                      | 1 \$33,396           |
|      | 7464 | Supervising Parking Meter<br>Mechanic   |                      | 3 30,288             |
|      | 7464 | Supervising Parking Meter<br>Mechanic   |                      | 2 28,848             |
|      | 7463 | Parking Meters Mechanic                 |                      | 10 27,456            |
|      | 7463 | Parking Meters Mechanic                 |                      | 14 26,184            |
|      | 7463 | Parking Meters Mechanic                 |                      | 2 24,912             |
|      | 0669 | Remote Terminal Operator                |                      | 1 14,076             |
|      | 0665 | Senior Data Entry Operator              |                      | 1 21,828             |
|      | 0430 | Clerk III                               |                      | 1 19,764             |
|      | 0334 | Manager of Parking                      |                      | 1 37,236             |
|      | 0317 | Supervisor of Parking<br>Administration |                      | 1 35,568             |

## 100--Corporate Fund

| Page | Code | Department And Item                         | Strike<br>No. Amount | Insert<br>No. Amount |
|------|------|---------------------------------------------|----------------------|----------------------|
|      | 0205 | Cashier                                     |                      | 2 \$ 13,440          |
|      | 9528 | Laborer (B or E)                            |                      | 6 15.30 Hr.          |
|      | 6323 | Laborer                                     |                      | 2 15.30 Hr.          |
|      |      | Schedule Salary Adjustments                 |                      | <u>13,558</u>        |
|      |      | Sub-Section Total                           |                      | 47 \$1,291,522       |
|      |      | Off Street Parking--3310                    |                      |                      |
|      | 7436 | Supervisor of Parking<br>Facility Inspector |                      | 1 \$ 17,112          |
|      | 7435 | Parking Facility Inspector                  |                      | 1 16,296             |
|      | 7435 | Parking Facility Inspector                  |                      | 4 14,772             |
|      | 7435 | Parking Facility Inspector                  |                      | 2 14,076             |
|      | 7411 | Parking Attendent                           |                      | 1 5.55 Hr.           |
|      | 0669 | Remote Terminal Operator                    |                      | 1 13,440             |
|      | 0429 | Clerk II                                    |                      | 1 14,772             |
|      | 0429 | Clerk II                                    |                      | 1 12,852             |
|      | 0428 | Clerk I                                     |                      | 2 15,528             |
|      | 0334 | Manager of Parking                          |                      | 1 37,236             |
|      | 0317 | Supervisor of Parking Administration        |                      | 1 27,852             |
|      | 0302 | Administrative Assistant II                 |                      | 1 25,272             |

## 100--Corporate Fund

| Page | Code | Department And Item                    | Strike<br>No. Amount | Insert<br>No. Amount |
|------|------|----------------------------------------|----------------------|----------------------|
|      | 6323 | Laborer                                |                      | \$15.30Hr.           |
|      |      | Schedule Salary Adjustments            |                      | <u>4,907</u>         |
|      |      | Sub-Section Total                      | 17                   | \$299,357            |
|      |      | Regulations Planning and Control--3315 |                      |                      |
|      | 7482 | Parking Enforcement Aide               | 1                    | \$20,796             |
|      | 7482 | Parking Enforcement Aide               | 6                    | 19,764               |
|      | 7482 | Parking Enforcement Aide               | 15                   | 18,852               |
|      | 7482 | Parking Enforcement Aide               | 11                   | 17,988               |
|      | 7482 | Parking Enforcement Aide               | 6                    | 17,112               |
|      | 7482 | Parking Enforcement Aide               | 3                    | 13,440               |
|      | 7481 | Field Supervisor--Parking Enforcement  | 1                    | 26,556               |
|      | 7481 | Field Supervisor--Parking Enforcement  | 2                    | 25,272               |
|      | 7481 | Field Supervisor--Parking Enforcement  | 1                    | 24,060               |
|      | 7481 | Field Supervisor--Parking Enforcement  | 1                    | 17,112               |
|      |      | Schedule Salary Adjustments            |                      | <u>7,567</u>         |
|      |      | Sub-Section Total                      | <u>47</u>            | <u>\$ 888,859</u>    |
|      |      | Section Total                          | 125                  | \$2,801,615          |



**COMMITTEE ON CLAIMS AND LIABILITIES.**

---

**AUTHORITY GRANTED FOR PAYMENT OF MISCELLANEOUS  
REFUNDS, COMPENSATION FOR PROPERTY  
DAMAGE, ET CETERA.**

The Committee on Claims and Liabilities submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of miscellaneous claims.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim; with said amount to be charged to the activity and account specified as follows:

*Damage To Vehicle.*

*Department Of Police:  
Account Number 100-99-2005-0934-0934.*

| Name And Address                                                                   | Date And Location                         | Amount   |
|------------------------------------------------------------------------------------|-------------------------------------------|----------|
| Barbara Randazzo<br>169 East Hillcrest Lane<br>Apt. 2S<br>Bartlett, Illinois 60103 | 12/24/87<br>5558 West Fullerton<br>Avenue | \$489.25 |

7/29/88

## REPORTS OF COMMITTEES

16521

| Name And Address                                                                                                                                                                                        | Date And Location                                               | Amount     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|------------|
| Lynne Yamaguchi<br>4223 North Greenview Avenue<br>Chicago, Illinois 60613                                                                                                                               | 11/30/87<br>North Sheridan Road<br>and West Irving<br>Park Road | \$1,500.00 |
| Richard B. Bloomfield<br>2224 North Sedgwick Street<br>Apt. 3<br>Chicago, Illinois 60614                                                                                                                | 2/27/87<br>4053 North Kenmore<br>Avenue                         | 200.00     |
| Southern Guaranty and<br>Claude Boddie<br>File 86-1621-AC<br>c/o Teller, Bevit &<br>Silvertrust, P.C.<br>Attn: Harold Stotland<br>11 East Adams Street<br>P.O. Box 1024<br>Chicago, Illinois 60690-1024 | 8/26/86<br>5328 South Indiana<br>Avenue                         | 1,045.36   |
| Maurice Terenzio<br>4852 West Gunnison Street<br>Chicago, Illinois 60630                                                                                                                                | 3/6/87<br>West Higgins Avenue<br>and North Austin<br>Avenue     | 397.77     |
| Kirk Johnson<br>1911 West Estes Avenue<br>Chicago, Illinois 60626                                                                                                                                       | 4/13/87<br>Police Auto Pound                                    | 200.00     |
| James J. Gianopulos<br>8821 West Oklahoma Avenue<br>Apt. 311<br>Milwaukee, Wisconsin 53227                                                                                                              | 3/6/87<br>North Austin Avenue<br>and West Higgins<br>Avenue     | 1,442.88   |
| State Farm Insurance and<br>Viola and Michael Randon<br>Cl. 13-5024-093<br>5680 South Archer Avenue<br>Chicago, Illinois 60638                                                                          | 2/3/86<br>6838 South Chicago<br>Avenue                          | 746.80     |
| State Farm Insurance and<br>Margaret Crane<br>Cl. 13-5077-731EP<br>9335 South Kedzie Avenue<br>Evergreen Park, Illinois 60642                                                                           | 4/30/87<br>West 47th Street and<br>South Keating<br>Avenue      | 833.79     |

| Name And Address                                                                                                           | Date And Location                                                | Amount     |
|----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|------------|
| Allstate Insurance and<br>Josephine O'Brien<br>Cl. 183906517s F.S.P.<br>P.O. Box 1089<br>Morton Grove, Illinois 60053      | 1/3/87<br>3539 South Union<br>Avenue                             | \$1,097.00 |
| Rudolph Reese<br>10718 South Eberhart Avenue<br>Chicago, Illinois 60628                                                    | 9/27/87<br>13301 South Prairie<br>Avenue                         | 1,500.00   |
| Dwight D. Wilson<br>8156 South Ingleside Avenue<br>Chicago, Illinois 60619                                                 | 4/5/86<br>Police Auto Pound                                      | 400.00     |
| Currie Motors of Forest Park<br>3401 West Roosevelt Road<br>Forest Park, Illinois 60130                                    | 10/12/87<br>South Financial Place<br>and West Harrison<br>Street | 701.76     |
| Linda Nishi<br>3837 North Keeler Avenue<br>Chicago, Illinois 60641                                                         | 9/3/87<br>Police Auto Pound                                      | 1,500.00   |
| Barbara Richardson<br>10954 South Western Avenue<br>Chicago, Illinois 60655                                                | 10/13/87<br>6803 South Chicago<br>Avenue                         | 470.00     |
| Marysia Sekeres<br>3801 North Oketo Avenue<br>Chicago, Illinois 60634                                                      | 10/1/87<br>3623 North Pulaski Road                               | 328.70     |
| Economy Fire & Casualty and<br>Thomas Hrinowich<br>Cl. F.F.A.29-775-4-AG1<br>500 Economy Court<br>Freeport, Illinois 61032 | 6/9/87<br>6573 North Northwest<br>Highway                        | 984.32     |
| Katie Hines<br>3453 West Flournoy Street<br>Chicago, Illinois 60624                                                        | 9/16/87<br>South Homan Avenue and<br>West Congress Parkway       | 1,084.41   |

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## REPORTS OF COMMITTEES

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| Name And Address                                                                                                     | Date And Location                                        | Amount   |
|----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|----------|
| Economy Fire & Casualty and<br>Michael Silovich<br>Cl. F.F.A.403014<br>500 Economy Court<br>Freeport, Illinois 61032 | 10/28/87<br>Kennedy Expressway at<br>West North Avenue   | \$382.81 |
| Renee Walls and Daniel Adams<br>8542 South Seeley Avenue<br>Chicago, Illinois 60620                                  | 2/6/87<br>Police Auto Pound                              | 1,500.00 |
| Steve Doctor<br>3621 North Wilton Avenue<br>Chicago, Illinois 60613                                                  | 11/13/87<br>Police Auto Pound                            | 1,500.00 |
| Joseph Collymore<br>6418 South Ingleside Avenue<br>Chicago, Illinois 60637                                           | 10/18/87<br>South Stony Island and<br>7 East 75th Street | 88.21    |

*Damage To Property.*

*Department Of Police:*  
*Account Number 100-99-2005-0934-0934.*

| Name And Address                                                                 | Date And Location                         | Amount   |
|----------------------------------------------------------------------------------|-------------------------------------------|----------|
| Hugo Carerra<br>5051 North Ashland Avenue<br>Chicago, Illinois 60640             | 10/28/86<br>5051 North Ashland<br>Avenue  | \$172.75 |
| Gloria Cruz<br>10526 South Torrence Avenue<br>Chicago, Illinois 60617            | 2/15/87<br>10526 South Torrence<br>Avenue | 1,150.00 |
| Mr. Joseph Griffin<br>10059 South Wentworth<br>Avenue<br>Chicago, Illinois 60628 | 8/4/85<br>10059 South Wentworth<br>Avenue | 325.00   |

*Damage To Property.*

*Department Of Water:  
Account Number 200.99.2005.0934.0934.*

| Name And Address                                                                                                      | Date And Location                         | Amount     |
|-----------------------------------------------------------------------------------------------------------------------|-------------------------------------------|------------|
| Peoples Gas Light and Coke<br>Company<br>File 87-0-201<br>122 South Michigan Avenue<br>311<br>Chicago, Illinois 60603 | 9/4/87<br>4354 West Jackson<br>Boulevard  | \$1,121.62 |
| Peoples Gas Light and Coke<br>Company<br>File 87-0-194<br>122 South Michigan Avenue<br>311<br>Chicago, Illinois 60603 | 10/13/87<br>3530 West Congress<br>Parkway | 155.94     |
| Peoples Gas Light and Coke<br>Company<br>File 87-0-203<br>122 South Michigan Avenue<br>311<br>Chicago, Illinois 60603 | 9/24/87<br>504 West 43rd Place            | 469.56     |

*Damage To Property.*

*Department Of Forestry:  
Account Number 100-99-2005-0934-0934.*

| Name And Address                                                         | Date And Location                       | Amount   |
|--------------------------------------------------------------------------|-----------------------------------------|----------|
| Patricia M. McCue<br>5738 West Newport Avenue<br>Chicago, Illinois 60634 | 11/11/86<br>5738 West Newport<br>Avenue | \$175.00 |

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## REPORTS OF COMMITTEES

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| Name And Address                                                         | Date And Location                        | Amount    |
|--------------------------------------------------------------------------|------------------------------------------|-----------|
| Sophie Dobey<br>5424 South Natoma Avenue<br>Chicago, Illinois 60638      | 12/1/87<br>5424 South Natoma<br>Avenue   | \$ 220.00 |
| Carol E. Dawkins<br>P.O. Box A3236<br>Chicago, Illinois 60690            | 1/8/88<br>6707 South Perry<br>Avenue     | 275.00    |
| Rupert Blanton<br>5359 South Harding Avenue<br>Chicago, Illinois 60632   | 1/25/88<br>5359 South Harding<br>Avenue  | 1,000.00  |
| Mr. Steve Egan<br>5313 South Nagle Avenue<br>Chicago, Illinois 60638     | 6/1/86<br>5319 South Nagle<br>Avenue     | 1,000.00  |
| Dorothy Stewart<br>11029 South Longwood Drive<br>Chicago, Illinois 60643 | 11/9/87<br>11029 South Longwood<br>Drive | 150.00    |
| Ambrus Diossy<br>5652 North Broadway<br>Chicago, Illinois 60660          | 12/3/87<br>5652 North Broadway           | 252.00    |
| Frank Kerstein<br>2140 West Moffat Street<br>Chicago, Illinois 60640     | 10/6/87<br>2140 West Moffat<br>Street    | 324.00    |
| Peggy J. Stewart<br>853 North Keystone Avenue<br>Chicago, Illinois 60651 | 7/31/86<br>853 North Keystone<br>Avenue  | 275.00    |

*Damage To Vehicles.*

*Department Of Forestry:  
Account Number 100-99-2005-0934-0934.*

| Name And Address                                                        | Date And Location                       | Amount     |
|-------------------------------------------------------------------------|-----------------------------------------|------------|
| Gail E. Isaacson<br>2656 West Farwell Street<br>Chicago, Illinois 60645 | 12/15/87<br>2656 West Farwell<br>Street | \$1,126.00 |

| Name And Address                                                                                                                           | Date And Location                       | Amount   |
|--------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|----------|
| Aetna Insurance Company and<br>Denise Lockett<br>Cl. 208 8X 25963041<br>P.O. Box 1512<br>1020 31st Street<br>Downers Grove, Illinois 60515 | 5/31/87<br>7753 South Wolcott<br>Avenue | \$971.81 |

*Damage To Property.*

*Department Of Streets And Sanitation:  
Account Number 100-99-2005-0934-0934.*

| Name And Address                                                                                                  | Date And Location                          | Amount      |
|-------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-------------|
| Arlean Carwell<br>5023 West St. Paul Avenue<br>Chicago, Illinois 60639                                            | 8/11/87<br>5023 West St. Paul<br>Avenue    | \$ 1,400.00 |
| State Farm Insurance and<br>Pietro Corsale<br>Cl. 13-N914-354<br>160 Industrial Drive<br>Elmhurst, Illinois 60126 | 10/14/87<br>5837 South Troy<br>Street      | 451.67      |
| Jordan Winzer<br>6442 South Yale Avenue<br>Chicago, Illinois 60621                                                | 7/8/87<br>6442 South Yale<br>Avenue        | 338.00      |
| Armandos Mazzei<br>2627 South Kedzie Avenue<br>Chicago, Illinois 60623                                            | 12/8/87<br>2627 South Kedzie<br>Avenue     | 398.00      |
| Hattie Spencer<br>4119 West Arthington Street<br>Chicago, Illinois 60624                                          | 12/23/87<br>4119 West Arthington<br>Street | 238.00      |
| Jan and Olga Tchoryk<br>7540 West Argyle Street<br>Harwood Heights, Illinois<br>60656                             | 9/23/87<br>3107 North Haussen<br>Court     | 425.00      |

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## REPORTS OF COMMITTEES

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*Damage To Property.*

*Department Of Public Works:  
Account Number 300-99-2005-0934-0934.*

| Name And Address                                                     | Date And Location                          | Amount    |
|----------------------------------------------------------------------|--------------------------------------------|-----------|
| Stephen Mornos<br>3010 North Avers Avenue<br>Chicago, Illinois 60618 | 5/1/86<br>3010 North Avers<br>Avenue       | \$ 475.00 |
| Adam Mikos<br>5322 South Laramie Avenue<br>Chicago, Illinois 60638   | 5/1/88<br>5322 South Laramie<br>Avenue     | 33.82     |
| Debbie Gordils<br>6650 North Damen Avenue<br>Chicago, Illinois 60645 | 6/30/87<br>3821 North Ravenswood<br>Avenue | 490.67    |

*Damage To Vehicle.*

*Department Of Public Works:  
Account Number 300-99-2005-0934-0934.*

| Name And Address                                                  | Date And Location                     | Amount    |
|-------------------------------------------------------------------|---------------------------------------|-----------|
| Avery Hill<br>4809 West Madison Street<br>Chicago, Illinois 60644 | 9/3/87<br>4809 West Madison<br>Street | \$ 164.00 |

*Damage To Vehicle.*



*Department Of Revenue:  
Account Number 300-99-2005-0934-0934.*

| Name And Address                                                          | Date And Location                        | Amount    |
|---------------------------------------------------------------------------|------------------------------------------|-----------|
| Arlene Lassandrello<br>5631 South Homan Avenue<br>Chicago, Illinois 60629 | 1/16/87<br>3542 West Fullerton<br>Avenue | \$ 192.00 |

*Damage To Vehicles.*

*Department Of Standard Parking:  
Account Number 100-99-2005-0934-0934.*

| Name And Address                                                                                                            | Date And Location                                         | Amount   |
|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|----------|
| Allstate Insurance and<br>Florence Friedlander<br>Cl. 1233854403<br>P.O. Box 1089<br>Morton Grove, Illinois 60053           | 2/6/88<br>East Randolph Street and<br>North Wabash Avenue | \$ 68.53 |
| March Yusim<br>369 Wilshire<br>Park Forest, Illinois 60466                                                                  | 2/26/88<br>Parking Garage No. 5                           | 138.00   |
| Robert M. Cady<br>40 East Delaware Place<br>Apartment 1003<br>Chicago, Illinois 60611                                       | 4/7/88<br>Parking Garage No. 5                            | 397.43   |
| Donald W. Harrison<br>912 Darlington Court<br>Crystal Lake, Illinois 60014                                                  | 2/7/88<br>Parking Garage No. 5                            | 10.25    |
| National Ben Franklin<br>and Anthony Iuro<br>File 2V0703<br>200 South Wacker Drive<br>15th Floor<br>Chicago, Illinois 60606 | 8/5/83<br>110 North LaSalle Street                        | 758.25   |

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## REPORTS OF COMMITTEES

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| Name And Address                                                       | Date And Location               | Amount   |
|------------------------------------------------------------------------|---------------------------------|----------|
| Larry G. Staab<br>8473 Pine Island Drive<br>Crown Point, Indiana 46307 | 5/11/87<br>Parking Garage No. 5 | \$270.05 |

*Damage To Vehicle.*

*Department Of Fire:*  
*Account Number 100-99-2005-0934-0934.*

| Name And Address                                                     | Date And Location                                    | Amount   |
|----------------------------------------------------------------------|------------------------------------------------------|----------|
| Roy E. Barbe<br>4035 North Kenneth Avenue<br>Chicago, Illinois 60641 | 8/9/86<br>North Central and West<br>Montrose Avenues | \$308.27 |

*Various Permit Refunds.*

*Department Of Inspectional Services:*  
*Account Number 100-99-2005-0934-0934.*

| Name And Address                                                            | Permit Number                          | Amount  |
|-----------------------------------------------------------------------------|----------------------------------------|---------|
| Kafka, Incorporation<br>7 North Longcommon<br>Riverside, Illinois 60546     | B673561<br>6525 North Mozart<br>Street | \$86.00 |
| Michael Peretti<br>5839 South Kilbourn Avenue<br>Chicago, Illinois 60629    | 648882                                 | 149.80  |
| Mary Woods<br>7755 South Maryland Avenue<br>Chicago, Illinois 60619         | 673524                                 | 30.00   |
| Joel Dalkin<br>466 Central Avenue<br>Suite 49<br>Northfield, Illinois 60093 | 671602                                 | 130.00  |

| Name And Address                                                                       | Permit Number | Amount     |
|----------------------------------------------------------------------------------------|---------------|------------|
| Joel Dalkin<br>466 Central Avenue<br>Suite 49<br>Northfield, Illinois 60093            | 671601        | \$1,318.00 |
| Menotti Plumbing<br>2359 West Grand Avenue<br>Chicago, Illinois 60612                  | 669229        | 61.00      |
| Karl D. Fritz<br>5020 West Ainslie Street<br>Chicago, Illinois 60630                   | 674149        | 977.25     |
| A. James Anderson<br>4726 West Arthington Street<br>Chicago, Illinois 60644            | 66070         | 78.00      |
| Clarence Taylor<br>12218 South Yale Avenue<br>Chicago, Illinois 60628                  | 647372        | 68.00      |
| Jessie Ricon<br>4515 South Honore Street<br>Chicago, Illinois 60609                    | 664048        | 68.00      |
| Mary Woods<br>7755 South Maryland Avenue<br>Chicago, Illinois 60619                    | 673695        | 19.50      |
| Steele & Loeber Lumber Company<br>9035 South Halsted Street<br>Chicago, Illinois 60620 | 664169        | 68.00      |
| Steele & Loeber Lumber Company<br>9035 South Halsted Street<br>Chicago, Illinois 60620 | 673058        | 63.00      |
| Steel & Loeber Lumber Company<br>9035 South Halsted Street<br>Chicago, Illinois 60620  | 664507        | 78.00      |
| Steele & Loeber Lumber Company<br>9035 South Halsted Street<br>Chicago, Illinois 60620 | 672142        | 58.00      |

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## REPORTS OF COMMITTEES

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| Name And Address                                                                                  | Permit Number               | Amount   |
|---------------------------------------------------------------------------------------------------|-----------------------------|----------|
| Steel & Loeber Lumber Company<br>9035 South Halsted Street<br>Chicago, Illinois 60620             | 671975                      | \$ 52.00 |
| S.G.C. Construction Company<br>2590 East Devon Avenue<br>Suite 203<br>Des Plaines, Illinois 60018 | 673494                      | 68.00    |
| Better Built Lumber<br>17350 South Cicero Avenue<br>Country Club Hills, Illinois 60477            | 665275                      | 68.00    |
| S.G.C. Construction Company<br>2590 East Devon Avenue<br>Suite 203<br>Des Plaines, Illinois 60018 | 673089                      | 63.00    |
| Lewis Kostiner<br>1931 North Maud Avenue<br>Chicago, Illinois 60614                               | 677557                      | 533.00   |
| Kenwood-Oakland Community<br>Organization<br>1236 East 46th Street<br>Chicago, Illinois 60653     | 151186                      | 1,200.75 |
| Lewis Kostiner<br>1931 North Maud Avenue<br>Chicago, Illinois 60614                               | 677558                      | 466.00   |
| Nelson Parks<br>c/o The Austin Company<br>2001 Rand Road<br>Des Plaines, Illinois 60016           | Exam Fee Refund<br>No. 1333 | 95.00    |

*Various License Refunds.*

*Department Of Revenue:*  
*Account Number 300-99-2005-0934-0934.*

| Name And Address                                                                                                           | License Number                     | Amount   |
|----------------------------------------------------------------------------------------------------------------------------|------------------------------------|----------|
| Palmer House Company<br>Attention: Mr. James A.<br>Stuerebaut<br>17 East Monroe Street<br>Chicago, Illinois 60603          | 001611                             | \$836.00 |
| Supermedcados Mexico<br>9027--9033 South Commercial<br>Avenue<br>Chicago, Illinois 60617                                   | 005839                             | 919.60   |
| Triangle Camera<br>c/o Jennie K. Ogata<br>3445 North Broadway<br>Chicago, Illinois 60657                                   | 000107                             | 30.00    |
| Tuxedo Junction, Incorporated<br>Attention: Robert K. Allen<br>7665 Lawndale, P.O. Box 132<br>Summit, Illinois 60501       | 000761                             | 80.00    |
| Georgia and Peter Tsagaris<br>2915 North 72nd Court<br>Elmwood Park, Illinois 60635                                        | 723914-001-1010-001-87             | 25.00    |
| T.M.K., Incorporated<br>d/b/a Sol and Sons<br>Pharmacy<br>2369 North Clark Street<br>Chicago, Illinois 60601               | 005917                             | 836.00   |
| M. and B. Finer Food and Liquor,<br>Incorporated<br>c/o Mohammad Taher<br>3513 West 79th Street<br>Chicago, Illinois 60652 | 004955                             | 836.00   |
| Montgomery Ward & Company,<br>Incorporated<br>844 North Larrabee Street<br>Chicago, Illinois 60610                         | 000894<br>7601 South Cicero Avenue | 150.00   |

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## REPORTS OF COMMITTEES

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| Name And Address                                                                                            | License Number                    | Amount   |
|-------------------------------------------------------------------------------------------------------------|-----------------------------------|----------|
| A.H. Vending & Food Services<br>1151 Rohlwing Road<br>Rolling Meadows, Illinois 60008                       | 123087-05-089                     | \$200.00 |
| Mohammad Arshad<br>4966 North Spaulding Avenue<br>Chicago, Illinois 60625                                   | 6170                              | 80.00    |
| Susann Carroll Slinic<br>2739 North Southport Avenue<br>Chicago, Illinois 60614                             | 7355-001-1323-001-87              | 187.50   |
| Enriqueta Solano<br>2840 North Francisco Avenue<br>Chicago, Illinois 60618                                  | 007280                            | 200.00   |
| Betty H. Williams<br>1115 South Plymouth Court<br>201<br>Chicago, Illinois 60605                            | Parking Permit<br>No. 4812 Refund | 10.00    |
| George W. Williams<br>1115 South Plymouth Court<br>201<br>Chicago, Illinois 60605                           | Parking Permit<br>No. 4811 Refund | 10.00    |
| Alexander's TownTown Limited<br>c/o Alexander Steak H/S<br>3010 East 79th Street<br>Chicago, Illinois 60649 | 006382                            | 836.00   |
| Khil Tae Kwon<br>4100 North Lincoln Avenue<br>Chicago, Illinois 60618                                       | 007588                            | 37.50    |
| My Place<br>2212 West Touhy Avenue<br>1st Floor<br>Chicago, Illinois 60645                                  | 000430                            | 25.00    |
| New Edward Hines Lumber Company<br>550 East Devon Avenue<br>Itasca, Illinois 60143                          | 000033                            | 70.00    |

| Name And Address                                                                                        | License Number                       | Amount   |
|---------------------------------------------------------------------------------------------------------|--------------------------------------|----------|
| Ronald E. and Marilyn R. Adams<br>4135 North Mango Avenue<br>Chicago, Illinois 60634                    | Vehicle Sticker<br>No. 371571 Refund | \$ 50.00 |
| European-American Car Service,<br>Incorporated<br>2626 North Western Avenue<br>Chicago, Illinois 60614  | 000712                               | 150.00   |
| Fred P. Lowe<br>3737 North St. Louis Avenue<br>Chicago, Illinois 60618                                  |                                      | 25.00    |
| American Fast Food Corporation<br>128 West Kinzie Avenue<br>Chicago, Illinois 60610                     | 002830                               | 200.00   |
| Lorenzo Fiol<br>d/b/a Fiol<br>Accounting Service<br>2911 North Cicero Avenue<br>Chicago, Illinois 60641 | 3299                                 | 150.00   |
| Kamal Kavar<br>4228 West 82nd Street<br>Chicago, Illinois 60652                                         | 000635                               | 24.00    |
| Kedvale Restaurant, Incorporated<br>4125 West 26th Street<br>Chicago, Illinois 60650                    | 021486                               | 200.00   |
| Navin R. Shah<br>205 West Wacker Drive<br>Chicago, Illinois 60606                                       | 1213                                 | 25.00    |
| Shelia Buckhalter<br>1606 North Mason Avenue<br>Chicago, Illinois 60639                                 | 000201                               | 30.00    |
| Carl R. Canino<br>523 North Waiola Avenue<br>LaGrange, Illinois 60525                                   | Receipt No. 6635                     | 70.00    |

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## REPORTS OF COMMITTEES

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| Name And Address                                                                                        | License Number    | Amount   |
|---------------------------------------------------------------------------------------------------------|-------------------|----------|
| Thomas F. Driscoll<br>1946 North Fremont Street<br>Chicago, Illinois 60614                              | Receipt No. 6808  | \$ 70.00 |
| Albert Durham<br>44 West 79th Street<br>1st Floor<br>Chicago, Illinois 60620                            | No. 012613        | 80.00    |
| Charles W. Floyd<br>115 West 83rd Street<br>Chicago, Illinois 60620                                     | Receipt No. 15164 | 110.00   |
| William Glotz<br>4020 West 93rd Place<br>Oak Lawn, Illinois 60453                                       | Receipt No. 6816  | 70.00    |
| Nabil Samkari<br>d/b/a Old Jerusalem Restaurant<br>8743 North Milwaukee Avenue<br>Niles, Illinois 60648 | 002930            | 200.00   |
| Sidik Gladen or Anira Gladen<br>3845 West Montrose Avenue<br>1 Rear<br>Chicago, Illinois 60618          | 001349            | 150.00   |

*Damage To Vehicles*

*Department Of Streets And Sanitation:  
Account Number 300-99-2005-0934-0934.*

| Name And Address                                                        | Date And Location                                          | Amount    |
|-------------------------------------------------------------------------|------------------------------------------------------------|-----------|
| Mary Donnell McClure<br>832 East 59th Street<br>Chicago, Illinois 60637 | 7/27/87<br>East 64th Street and<br>South Harper Avenue     | \$ 710.15 |
| Carl V. Nyden<br>4849 South Ada Street<br>Chicago, Illinois 60609       | 10/11/87<br>South Lake Shore Drive and<br>East 13th Street | 470.00    |



| Name And Address                                                                                                                | Date And Location                                      | Amount     |
|---------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|------------|
| American Country Insurance<br>and Town House Interiors<br>Cl. BS0918-8<br>179 West Washington Street<br>Chicago, Illinois 60602 | 9/8/87<br>3455 West Peterson<br>Avenue                 | \$1,428.25 |
| Holly Anne Cichy<br>444 West Fullerton Avenue<br>Apt. 306<br>Chicago, Illinois 60614                                            | 11/20/87<br>Towing Damage                              | 132.06     |
| Frances DeVuono<br>1517 West Cornelia Avenue<br>Chicago, Illinois 60657                                                         | 10/19/87<br>Towing Damage                              | 40.00      |
| John Flisiak<br>3452 East 114th Street<br>Chicago, Illinois 60617                                                               | 9/18/87<br>East 92nd Street and South<br>Harbor Avenue | 54.24      |
| David M. Hempel<br>2355 Barrington Woods Road<br>Palatine, Illinois 60074                                                       | 10/27/87<br>Towing Damage                              | 378.67     |
| Travelers, Incorporated<br>c/o Berl Corporation of<br>America<br>File 72680064-67<br>P.O. Box 24538<br>Tampa, Florida 33623     | 12/26/86<br>1340 East 89th Place                       | 373.73     |
| American Country Insurance<br>and Anthony Kpa<br>Cl. AC3682<br>179 West Washington Street<br>Chicago, Illinois 60602            | 10/5/87<br>131 West Ontario Street                     | 982.45     |
| Tammy Chatman<br>151 East 133rd Street<br>Chicago, Illinois 60627                                                               | 10/26/87<br>Towing Damage                              | 128.78     |
| G. & V. Construction Company,<br>Incorporated<br>5501 West 70th Place<br>Chicago, Illinois 60638                                | 8/27/87<br>3720 West 55th Street                       | 481.00     |

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## REPORTS OF COMMITTEES

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| Name And Address                                                                  | Date And Location                                         | Amount   |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------|----------|
| Laura L. Stoffel<br>630 Sturnbridge Lane<br>Schaumburg, Illinois 60173            | 12/21/87<br>810 South Jefferson Street                    | \$146.26 |
| Homer L. Tally, Sr.<br>366 Inland Drive<br>Apt. 1A<br>Wheeling, Illinois 60090    | 10/16/87<br>North Damen and West<br>Fullerton Avenues     | 200.00   |
| Dean E. Van Gorp<br>3660 South Lake Shore Drive<br>814<br>Chicago, Illinois 60613 | 11/12/87<br>Towing Damage                                 | 675.73   |
| Betty P. Cundari<br>5757 South McVicker Avenue<br>Chicago, Illinois 60638         | 11/12/87<br>5315 West 63rd Street                         | 337.92   |
| Renee Curtis<br>10844 South Wallace Street<br>Chicago, Illinois 60628             | 1/2/88<br>1532 West 107th Street                          | 181.53   |
| Jill H. Goldschmidt<br>1830 Fisher Street<br>Munster, Indiana 46321               | 11/17/87<br>North Clybourn and<br>West Ogden Avenues      | 563.86   |
| Alan R. Smith<br>5144 South Natchez Avenue<br>Chicago, Illinois 60638             | 10/24/87<br>South McVicker Avenue and<br>West 53rd Street | 219.23   |
| Herman Waters<br>3145 South Throop Street<br>Chicago, Illinois 60608              | 12/27/87<br>3800 South Racine Avenue                      | 59.35    |
| Thomas Brennan<br>2500 West Farwell Avenue<br>Chicago, Illinois 60645             | 1/20/88<br>122 South Sacramento Avenue                    | 136.49   |
| Anthony Hill<br>1650 West 71st Street<br>Chicago, Illinois 60636                  | 1/16/88<br>South Emerald Avenue and<br>West 76th Street   | 200.00   |
| James Kozak<br>1919 Lincoln Avenue<br>Whiting, Indiana 46394-1503                 | 3/2/88<br>South Ewing Avenue and<br>East 100th Street     | 296.39   |

| Name And Address                                                            | Date And Location                                        | Amount    |
|-----------------------------------------------------------------------------|----------------------------------------------------------|-----------|
| Bernice Lee<br>8035 South Throop Street<br>Chicago, Illinois 60620          | 1/3/88<br>West 86th Street and<br>South Summit Avenue    | \$ 200.00 |
| Barbara Timm<br>4915 North Fairfield Avenue<br>Chicago, Illinois 60625      | 1/11/88<br>4940 North California<br>Avenue               | 174.79    |
| Carol Jean Chmaj<br>410 East Maple Avenue<br>LaGrange, Illinois 60525       | 12/27/86<br>West 58th Street and<br>South Central Avenue | 376.45    |
| Cheryl A. Adams<br>9534 South Indiana Avenue<br>Chicago, Illinois 60628     | 1/1/88<br>300 East 95th Street                           | 297.92    |
| Janice K. Bryant<br>6853 South Paxton Avenue<br>Chicago, Illinois 60649     | 8/16/87<br>2200 East 71st Street                         | 434.75    |
| Ophelia Crittenden<br>5608 South Racine Avenue<br>Chicago, Illinois 60636   | 2/13/88<br>5447 South Racine Avenue                      | 149.55    |
| Tanea S. Davis<br>940 Marik Drive<br>Bellwood, Illinois 60104               | 1/11/88<br>83rd Street and South<br>Green Street         | 400.00    |
| Garry Ercoli<br>1113 West Drummond Place<br>Chicago, Illinois 60614         | 1/31/88<br>1100 West Drummond Place                      | 1,218.96  |
| Lisa Marie Forte<br>2019 North Harlem Avenue<br>Chicago, Illinois 60635     | 2/15/88<br>Chicago Avenue and<br>Sedgwick Street         | 178.80    |
| June F. Landers<br>8015 O'Connor Drive<br>River Grove, Illinois 60171       | 1/29/88<br>Central and Wrightwood<br>Avenues             | 34.00     |
| Brian M. McLaughlin<br>5301 North Laramie Avenue<br>Chicago, Illinois 60630 | 2/23/88<br>West Diversey and North<br>Clybourn Avenues   | 746.89    |

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## REPORTS OF COMMITTEES

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| Name And Address                                                                                                | Date And Location                                           | Amount    |
|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-----------|
| John Richard Nicosia<br>470 North Aberdeen Street<br>Chicago, Illinois 60622                                    | 10/8/87<br>855 West Grand Avenue                            | \$ 379.28 |
| Lisa M. Rizman<br>2232 Hyde Court<br>Schaumburg, Illinois 60194                                                 | 1/17/88<br>South Cicero Avenue and<br>West 55th Street      | 215.87    |
| Gilbert L. Schneider<br>4539 Central Avenue<br>Western Springs, Illinois 60558                                  | 12/4/87<br>West 31st and South<br>Ashland Avenue            | 138.90    |
| Renata Marta Skarzycka<br>869 West Buena Avenue<br>Apt. 527<br>Chicago, Illinois 60613                          | 1/13/88<br>5234 North Elston Avenue                         | 212.86    |
| Bernard J. Wagner<br>621 West 43rd Place<br>Chicago, Illinois 60609                                             | 2/15/88<br>West Federal Street and<br>South Archer Avenue   | 216.96    |
| Scott J. Wilhelm<br>1512 Mitchell Drive<br>Mount Prospect, Illinois 60056                                       | 2/18/88<br>900 West Barry Avenue                            | 461.31    |
| United States Postal Service<br>Attn: Barry F. Newman<br>740 South Canal Street<br>Chicago, Illinois 60607-9603 | 5/7/85<br>941 West Diversey Avenue                          | 1,500.00  |
| Mark E. Baumgarten<br>2610 North Orchard Street<br>Apt. C<br>Chicago, Illinois 60614                            | 3/14/88<br>West Cortland Street and<br>North Mendell Street | 323.63    |
| Donald F. Bee<br>9386 Landings Lane<br>303<br>Des Plaines, Illinois 60016                                       | 2/26/87<br>4537 West North Avenue                           | 254.57    |
| Vincent A. Corso<br>1726 Monroe Street<br>Evanston, Illinois 60602                                              | 6/13/87<br>6625 South Keeler Avenue                         | 86.00     |

| Name And Address                                                                                                                                  | Date And Location                                           | Amount   |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|----------|
| Madelon E. Dushek<br>905 South Seminary Avenue<br>Park Ridge, Illinois 60068                                                                      | 1/8/88<br>7625 West Foster Avenue                           | \$109.23 |
| Yatrawati Mastapha<br>2956 North Kenosha Avenue<br>Chicago, Illinois 60641                                                                        | 2/17/88<br>1904 West Division Street                        | 58.00    |
| James M. O'Brien<br>625 West Madison Tower<br>2212<br>Chicago, Illinois 60606                                                                     | 3/7/88<br>6200 South Western Avenue                         | 218.86   |
| Tony Piet Lincoln-Mercury,<br>Incorporated<br>2442 Southwest Columbus Drive<br>Chicago, Illinois 60629                                            | 2/25/88<br>2442 Southwest Columbus<br>Drive                 | 854.00   |
| Travelers Insurance Company and<br>National Enterprise,<br>Incorporated<br>Cl. 028ADDo43516N<br>P.O. Box 26990<br>Milwaukee, Wisconsin 53226-0990 | 1/10/87<br>West Webster Avenue and North<br>Lakewood Street | 436.00   |
| Jeffrey I. Byer<br>6534 North Hoyne Avenue<br>Chicago, Illinois 60645                                                                             | 4/8/88<br>1775 West Devon Avenue                            | 175.94   |
| Valerie K. Elliott<br>5035 West Washington Boulevard<br>Chicago, Illinois 60644                                                                   | 3/31/88<br>4130 West Washington<br>Boulevard                | 64.74    |
| Karen Heard<br>34 East 122nd Street<br>Chicago, Illinois 60628                                                                                    | 2/12/88<br>601 East 115th Street                            | 133.21   |
| Pamela L. Johnson<br>4623 North Rockwell Street<br>Chicago, Illinois 60625                                                                        | 1/5/88<br>4165 North Elston Avenue                          | 280.59   |
| Robert W. Kuczera<br>5825 West 64th<br>Chicago, Illinois 60638                                                                                    | 3/15/88<br>1035 West 51st Street                            | 559.14   |

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## REPORTS OF COMMITTEES

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| Name And Address                                                                                        | Date And Location                                               | Amount   |
|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|----------|
| Nicholas Rubino<br>5614 North Kilbourn Avenue<br>Chicago, Illinois 60646                                | 4/8/88<br>400 North Kedzie Avenue                               | \$ 84.30 |
| Howard B. Weissman<br>3642 Westfield Lane<br>Glenview, Illinois 60025                                   | 3/23/88<br>4420 North Kostner Avenue                            | 250.73   |
| Gregory J. Ramel<br>6106 West Barry Avenue<br>Chicago, Illinois 60634                                   | 4/7/88<br>4400 West Diversey Avenue                             | 95.40    |
| Patricia A. Boyd<br>656 East Bowen Avenue<br>Chicago, Illinois 60653                                    | 2/23/88<br>South Western Avenue and<br>West 31st Street         | 154.95   |
| Kevin M. Draftz<br>8549 West Gregory Street<br>2 North<br>Chicago, Illinois 60656                       | 1/20/88<br>South Sacramento Boulevard<br>and West Wilcox Street | 215.65   |
| Ethel Olliott Campbell<br>4800 South Lake Park Avenue<br>1404<br>Chicago, Illinois 60615                | 2/16/88<br>South Lake Shore Drive and<br>East Oakwood Boulevard | 139.21   |
| Ann M. Lee<br>2024 West 111th Street<br>Chicago, Illinois 60643                                         | 4/5/88<br>3100 South on Western Avenue                          | 336.51   |
| The Hertz Corporation<br>File 04-870-0780-3AI<br>P.O. Box 235<br>Parsippany, New Jersey 07054           | 3/28/87<br>Towing Damage                                        | 114.50   |
| Helen Strassheim<br>10748 South Trumbull Avenue<br>Chicago, Illinois 60656                              | 7/7/87<br>West 108th and South Trumbull<br>Avenue               | 96.16    |
| Emily Rosado<br>c/o Leo Wiggins<br>1608 North Milwaukee Avenue<br>Suite 1007<br>Chicago, Illinois 60647 | 4/1/86<br>North Lincoln Park West and<br>West Fullerton Avenue  | 200.00   |

| Name And Address                                                                                                             | Date And Location                                      | Amount    |
|------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|-----------|
| Victor Tsien<br>1615 West Greenleaf Avenue<br>Apt. E<br>Chicago, Illinois 60626                                              | 7/19/87<br>West Lunt Avenue and North<br>Sheridan Road | \$ 135.47 |
| General Accident Insurance as<br>Subrogee of Mary Darmon<br>Cl. 16A89600 AD<br>P.O. Box 40680<br>Indianapolis, IN 46240-4001 | 10/7/86<br>Towing Damage                               | 200.00    |
| Jolene Ruth Levin<br>9140 Lawler Avenue<br>Skokie, Illinois 60077                                                            | 7/7/87<br>Towing Damage                                | 180.50    |
| Allstate Insurance Company<br>and Sheldon Cohen<br>Cl. 1010434270 CO8<br>P.O. Box 1089<br>Morton Grove, Illinois 60053       | 8/29/87<br>2800 West Arthur Avenue                     | 565.35    |
| Lillian Swope<br>437 West Oak Street<br>Chicago, Illinois 60610                                                              | 12/5/86<br>Towing Damage                               | 1,300.00  |
| Paul Impallaria III<br>2714 South Lowe Avenue<br>Chicago, Illinois 60616                                                     | 9/13/87<br>Towing Damage                               | 353.00    |
| A. Betley Cartage, Incorporated<br>4603 West 138th Street<br>Crestwood, Illinois 60445                                       | 10/22/87<br>53rd and South State<br>Street             | 183.27    |
| Jon Robert Bales<br>2327 Lorton Place<br>Davenport, Iowa 52803                                                               | 7/18/87<br>Towing Damage                               | 224.30    |
| Michelle Bertorello<br>1215 State Street Road<br>Belleville, Illinois 62221                                                  | 9/12/87<br>Towing Damage                               | 402.62    |
| Janet Ann Boone<br>4612 Deyo Avenue<br>Brookfield, Illinois<br>60513-2220                                                    | 9/29/87<br>Pulaski Road and West<br>Madison Avenue     | 704.17    |

| Name And Address                                                                                                                            | Date And Location                                               | Amount   |
|---------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|----------|
| Patrick J. Camodeca<br>575 Westmere Road<br>Des Plaines, Illinois 60016                                                                     | 7/24/87<br>Towing Damage                                        | \$ 22.00 |
| Margarite Donnelly<br>1854 North Howe Street<br>Apt. 1<br>Chicago, Illinois 60614                                                           | 11/14/87<br>Towing Damage                                       | 64.50    |
| Gwendolyn Lawson<br>5948 North Winthrop Avenue<br>Apt. 2E<br>Chicago, Illinois 60660                                                        | 9/24/87<br>Towing Damage                                        | 577.11   |
| Liberty Mutual Insurance and<br>John Ciebien<br>Cl. AL404-019578-99<br>One Liberty Square<br>100 Lincolway West<br>Mishawaka, Indiana 46544 | 6/17/87<br>2734 North Western<br>Avenue                         | 648.32   |
| Richard LaVelle<br>319 Wrens Way<br>Fall Church, VA 22046                                                                                   | 10/4/87<br>Towing Damage                                        | 84.72    |
| Michael B. Maloisequ<br>5647 South Sayre Avenue<br>Chicago, Illinois 60638                                                                  | 10/21/87<br>Towing Damage                                       | 505.05   |
| Jose Ortiz<br>2342 North Knox Avenue<br>Chicago, Illinois 60639                                                                             | 11/10/87<br>North Central and West<br>North Avenues             | 1,159.20 |
| State Farm Insurance and<br>Thomas Dourdy<br>Cl. 13-5040-113<br>5676 South Archer Avenue<br>Chicago, Illinois 60638                         | 7/9/86<br>5134 South Ada Street                                 | 424.06   |
| Edward Vedral<br>1303 Lore Lane<br>Lombard, Illinois 60148                                                                                  | 9/1/87<br>South Sacramento Boulevard<br>and West Roosevelt Road | 1,397.59 |



| Name And Address                                                              | Location                                                      | Amount   |
|-------------------------------------------------------------------------------|---------------------------------------------------------------|----------|
| Audrey Carder<br>1707 West Greenleaf Avenue<br>Chicago, Illinois 60626        | 10/22/87<br>Towing Damage                                     | \$200.00 |
| William Chlebowski<br>2913 North Rutherford Avenue<br>Chicago, Illinois 60634 | 8/25/87<br>Towing Damage                                      | 387.20   |
| Charles Williams<br>1958 West Berwyn Avenue<br>Chicago, Illinois 60640        | 11/24/87<br>West Irving Park Road and<br>North Western Avenue | 36.00    |

; and

*Be It Further Ordered*, That the Commissioner of Water is authorized to decrease the amount due by the amount set opposite the name of the claimant on account of underground leaks:

| Name And Address                                                          | Location                                           | Amount   |
|---------------------------------------------------------------------------|----------------------------------------------------|----------|
| Anne Hermann<br>921 West Newport Avenue<br>Chicago, Illinois 60657        | 6/26/87--8/25/87<br>921 West Newport Avenue        | \$400.00 |
| John Slimak<br>3757 South Campbell Avenue<br>Chicago, Illinois 60632      | 9/30/85--4/9/86<br>5045 South Damen Avenue         | 77.59    |
| Ignacio Macias<br>10802 South Torrence Avenue<br>Chicago, Illinois 60617  | 5/23/86--6/18/87<br>10814 South Torrence<br>Avenue | 155.83   |
| Abyssinia Ballard<br>606 North Trumbull Avenue<br>Chicago, Illinois 60624 | 12/12/85--7/17/86<br>606 North Trumbull<br>Avenue  | 192.70   |
| Anita Rees<br>2324 West Eastwood Avenue<br>Chicago, Illinois 60625        | 7/25/86--9/30/86<br>2322 West Eastwood<br>Avenue   | 284.15   |

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## REPORTS OF COMMITTEES

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| Name And Address                                                                                                             | Location                                              | Amount   |
|------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|----------|
| Fort Chicago<br>c/o Seymour Shiner<br>2244 West Arthur Street<br>Chicago, Illinois 60645                                     | 3/17/86--9/30/86<br>4600--4054 West Chicago<br>Avenue | \$400.00 |
| Riley A. Moore<br>d/b/a The Power Property<br>People, Incorporated<br>4531 South Greenwood Avenue<br>Chicago, Illinois 60653 | 3/25/87--4/24/87<br>6801 South Laflin<br>Street       | 46.73    |
| Riley A. Moore<br>d/b/a The Power Property<br>People, Incorporated<br>4531 South Greenwood Avenue<br>Chicago, Illinois 60653 | 9/9/86--3/16/87<br>5849--5851 South Morgan<br>Street  | 72.44    |
| Riley A. Moore<br>d/b/a The Power Property<br>People, Incorporated<br>4531 South Greenwood Avenue<br>Chicago, Illinois 60653 | 12/24/86--3/12/87<br>5549 South Sangamon<br>Street    | 19.39    |
| William Leeder<br>2615 West 97th Street<br>Evergreen Park, Illinois 60642                                                    | 3/3/87--4/6/87<br>3251 South Wood Street              | 400.00   |
| Irma L. Jenkins<br>1451 West 73rd Street<br>Chicago, Illinois 60636                                                          | 1/5/87--3/12/87<br>2206 West Jackson<br>Boulevard     | 42.22    |
| Miriam P. Baranda<br>931 West 34th Place<br>Chicago, Illinois 60608                                                          | 12/23/85--3/4/86<br>931 West 34th Place               | 139.17   |
| Ronald G. Borchardt<br>5853 West Eastwood Avenue<br>Chicago, Illinois 60630                                                  | 5/15/87--5/16/87<br>1452 North Western<br>Avenue      | 285.37   |

; and

*Be It Further Ordered*, That the Commissioner of Water is authorized to refund the amount due by the amount set opposite the name of the claimant, on account of underground leaks and to charge same to Account No. 200.87.2015.0952.0952:

| Name And Address                                                                    | Location                                            | Amount   |
|-------------------------------------------------------------------------------------|-----------------------------------------------------|----------|
| Mr. Talaga<br>770 South Hamlin Avenue<br>Park Ridge, Illinois 60068                 | 1/8/86--3/20/86<br>1906--1908 West Estes<br>Avenue  | \$ 98.25 |
| William Powell<br>4847--4849 South Woodlawn<br>Avenue<br>Chicago, Illinois 60615    | 5/2/86--6/3/86<br>4849 South Woodlawn<br>Avenue     | 400.00   |
| Catarino G. Diaz<br>4551 South Justine Street<br>Chicago, Illinois 60609            | 9/15/86--1/14/87<br>4506 South Justine<br>Street    | 400.00   |
| Hattie Jenkins<br>6745 South Wabash Avenue<br>Chicago, Illinois 60637               | 10/17/86--4/6/87<br>6745 South Wabash<br>Avenue     | 89.98    |
| Harry Blakey<br>1508 East 63rd Street<br>P.O. Box 378111<br>Chicago, Illinois 60637 | 6/20/86--4/24/87<br>10936 South Indiana<br>Avenue   | 400.00   |
| James C. Jacksack<br>723 East Avenue<br>Park Ridge, Illinois 60068                  | 2/3/87--4/2/87<br>7001--7003 West Wolfram<br>Street | 60.04    |
| Augustin Rogel<br>2440 South Spaulding Avenue<br>Chicago, Illinois 60623            | 8/1/86--3/2/87<br>2440 South Spaulding<br>Avenue    | 203.33   |
| Alberto Zuniga<br>3116 North Spaulding Avenue<br>Chicago, Illinois 60618            | 2/14/86--4/15/86<br>1254 North Cleaver Street       | 347.08   |
| Robert E. Carr<br>10701 South State Street<br>Chicago, Illinois 60628               | 2/11/87--6/25/87<br>10701 South State Street        | 275.07   |
| Arturo Aguirre<br>3454 West North Avenue<br>Chicago, Illinois 60647                 | 6/9/86--2/6/87<br>1626 North St. Louis<br>Avenue    | 400.00   |

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REPORTS OF COMMITTEES

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| Name And Address                                                                                                             | Location                                         | Amount  |
|------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|---------|
| Riley A. Moore<br>d/b/a The Power Property<br>People, Incorporated<br>4531 South Greenwood Avenue<br>Chicago, Illinois 60653 | 3/18/87--5/18/87<br>4729 South Langley<br>Avenue | \$57.24 |
| Helen Lovick<br>3316 South Halsted Street<br>Chicago, Illinois 60608                                                         | 5/5/87--6/25/87<br>3316 South Halsted<br>Street  | 81.82   |

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SUNDRY CLAIMS AUTHORIZED FOR CONDOMINIUM  
REFUSE REBATES.

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, July 26, 1988.

*To the President and Members of the City Council:*

Your Committee on Claims and Liabilities to which was referred June 22, 1988, and subsequent sundry claims for condominium refuse rebates, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,  
(Signed) JOSEPH S. KOTLARZ,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full as follows, and charged to Account No. 100.99.2005.0939.0939:

[List of claimants printed on pages 16549 through 16550  
of this Journal.]

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

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, July 26, 1988.

*To the President and Members of the City Council:*

Your Committee on Claims and Liabilities to which was referred on July 28, 1986 and subsequent sundry claims as follows:

April 8, 1986

Robert Snead

July 18, 1986

Bob Venute

(Continued on page 16551)

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## REPORTS OF COMMITTEES

16549

C I T Y O F C H I C A G O  
COMMITTEE ON CLAIMS AND LIABILITY  
REFUSE REBATE COUNCIL ORDERS---PASSED

MEETING DATE 7/27/88

| CONDOMINIUM/<br>COOPERATIVE<br>NAME | NO. OF<br>ELIGIBLE<br>UNITS | TYPE        | AMOUNT OF<br>REBATE | ***** SPONSOR *****  | ***** |
|-------------------------------------|-----------------------------|-------------|---------------------|----------------------|-------|
| POINT LOMA CONDOMINIUM ASSN.,       | 6                           | ANNUAL      | 450.00              | DAVID D. ORR         | 49    |
| FORTAGE MANOR CONDOMINIUM           | 7                           | SEMI-ANNUAL | 262.50              | THOMAS W. CULLERTON  | 38    |
| STONE TERRACE CONDO ASSOC.          | 10                          | SEMI-ANNUAL | 375.00              | BERNARD L. STONE     | 50    |
| THE RAVENSWOOD CONDOMINIUM          | 7                           | ANNUAL      | 525.00              | EUGENE C. SCHULTER   | 47    |
| THORNDALE EAST CONDO. ASSN.         | 12                          | ANNUAL      | 900.00              | KATHY OSTERMAN       | 48    |
| TWO TWENTY-THREE EAST DELAWARE      | 10                          | SEMI-ANNUAL | 375.00              | BURTON F. NATARUS    | 42    |
| 1054-55 W. NORTH SHORE CONDO        | 6                           | ANNUAL      | 450.00              | DAVID D. ORR         | 49    |
| 1253-55 W. ELMDALE CONDOMINIUM      | 7                           | ANNUAL      | 525.00              | KATHY OSTERMAN       | 48    |
| 1512-14 WEST JONQUIL TERRACE        | 6                           | ANNUAL      | 450.00              | DAVID D. ORR         | 49    |
| 1531-33 W. THORNDALE CORP.          | 7                           | SEMI-ANNUAL | 262.50              | KATHY OSTERMAN       | 48    |
| 1630 CONDOMINIUM ASSOCIATION        | 492                         | ANNUAL      | 9,120.00            | EDWIN W. EISENDRATH  | 43    |
| 200 E. DELAWARE CONDO ASSOC.        | 189                         | SEMI-ANNUAL | 4,950.00            | BURTON F. NATARUS    | 42    |
| 2007 N. SEIGWICK CONDOMINIUM        | 40                          | SEMI-ANNUAL | 1,500.00            | EDWIN W. EISENDRATH  | 43    |
| 201 E. CHESTNUT CONDO ASSOC.        | 128                         | SEMI-ANNUAL | 3,370.00            | BURTON F. NATARUS    | 42    |
| 210 EAST PEARSON STREET CONDO.      | 61                          | SEMI-ANNUAL | 1,670.00            | BURTON F. NATARUS    | 42    |
| 2333 N. GENEVA TERRACE CONDO        | 20                          | SEMI-ANNUAL | 750.00              | EDWIN W. EISENDRATH  | 43    |
| 2450 N. LAKEVIEW CONDO. ASSN.       | 11                          | ANNUAL      | 825.00              | EDWIN W. EISENDRATH  | 43    |
| 2500 N. LAKEVIEW ASSOCIATION        | 158                         | SEMI-ANNUAL | 5,925.00            | EDWIN W. EISENDRATH  | 43    |
| 2650 LAKEVIEW CONDO ASSOC           | 398                         | SEMI-ANNUAL | 6,685.20            | EDWIN W. EISENDRATH  | 43    |
| 2728 W. 87TH STREET CONDO           | 12                          | SEMI-ANNUAL | 220.00              | ROBERT T. NELLAM     | 18    |
| 3043 N. NARRAGANSETT CONDO.         | 8                           | ANNUAL      | 600.00              | THOMAS W. CULLERTON  | 38    |
| 401 WEBSTER CONDO. ASSOC.           | 36                          | ANNUAL      | 1,934.40            | EDWIN W. EISENDRATH  | 43    |
| 4105-13 W. CULLOM CONDO. ASSN.      | 11                          | SEMI-ANNUAL | 412.50              | PATRICK J. LEVAK     | 45    |
| 4200 N. MARINE DRIVE CONDO.         | 64                          | ANNUAL      | 2,632.20            | HELEN SHILLER        | 46    |
| 424-28 WEST WELLINGTON ASSN.        | 6                           | ANNUAL      | 56.40               | BERNARD J. HANSEN    | 44    |
| 4414-16 N. ASHLAND CONDO.           | 16                          | SEMI-ANNUAL | 511.68              | EUGENE C. SCHULTER   | 47    |
| 4826 NORTH KENMORE CONDO. ASSN.     | 6                           | SEMI-ANNUAL | 225.00              | DAVID D. ORR         | 49    |
| 53RD AND MARYLAND CONDOMINIUM       | 27                          | ANNUAL      | 1,140.00            | TIMOTHY C. EVANS     | 04    |
| 5429 S. MASSASOIT CONDO. ASSN.      | 9                           | ANNUAL      | 360.00              | WILLIAM F. KRYSYNIAK | 23    |
| 5435-37 S. HYDE PARK CONDO.         | 6                           | ANNUAL      | 450.00              | LAWRENCE S BLOOM     | 05    |
| 5453-55 N. KENMORE CONDO. ASSN.     | 10                          | ANNUAL      | 750.00              | KATHY OSTERMAN       | 48    |
| 5457-59 HYDE PARK CONDOMINIUM       | 6                           | ANNUAL      | 450.00              | LAWRENCE S BLOOM     | 05    |
| 5524-28 BLACKSTONE CORP. CORP.      | 6                           | ANNUAL      | 450.00              | LAWRENCE S BLOOM     | 05    |
| 5729 MIDWAY ESTATES CONDO.          | 6                           | ANNUAL      | 244.00              | JOHN S. MAIRZYK      | 13    |
| 5742-44 SOUTH KENWOOD CONDO.        | 6                           | ANNUAL      | 450.00              | LAWRENCE S BLOOM     | 05    |
| 5757 N. SHERIDAN RD. CONDO.         | 171                         | ANNUAL      | 2,899.00            | KATHY OSTERMAN       | 48    |
| 6251-53 N. GLENWOOD CONDO           | 6                           | SEMI-ANNUAL | 225.00              | KATHY OSTERMAN       | 48    |
| 629 W. SHERIDAN CONDO. ASSN.        | 12                          | ANNUAL      | 818.00              | HELEN SHILLER        | 46    |
| 6428 W. 64TH PLACE CORP.            | 6                           | ANNUAL      | 300.00              | WILLIAM F. KRYSYNIAK | 23    |
| 6831 NORTHWEST HIGHWAY ASSN.        | 6                           | SEMI-ANNUAL | 212.52              | ROMAN FUCINSKI       | 41    |
| 720 GORDON TERRACE CONDO. ASSN.     | 270                         | SEMI-ANNUAL | 5,702.00            | HELEN SHILLER        | 46    |
| 7355 CONDOMINIUM ASSOCIATION        | 47                          | SEMI-ANNUAL | 705.00              | LAWRENCE S BLOOM     | 05    |
| 7520 RIDGE BUILDING CORP.           | 6                           | SEMI-ANNUAL | 162.00              | BERNARD L. STONE     | 50    |
| 7800 S. WINCHESTER CONDOMINIUM      | 8                           | ANNUAL      | 600.00              | ROBERT T. NELLAM     | 18    |

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

MEETING DATE 7/27/88

| CONDOMINIUM/<br>COOPERATIVE<br>NAME | NO. OF<br>ELIGIBLE<br>UNITS | TYPE        | AMOUNT OF<br>REBATE | ***** SPONSOR *****   |
|-------------------------------------|-----------------------------|-------------|---------------------|-----------------------|
| ADDISON COMMONS CONDOS              | 17                          | ANNUAL      | 870.00              | THOMAS W. CULLERTON   |
| AINSLIE PARK TOWNHOME CONDO.        | 6                           | ANNUAL      | 450.00              | KATHY OSTERMAN        |
| ARTESIAN GARDENS CONDO ASSOC        | 9                           | ANNUAL      | 675.00              | BERNARD L. STONE      |
| BIRCH TREE MANOR #1                 | 10                          | SEMI-ANNUAL | 558.00              | TIMOTHY C. EVANS      |
| BIRCHWOOD CONDOMINIUM ASSN.         | 19                          | ANNUAL      | 1,324.80            | DAVID D. ORR          |
| CALDWELL WOODS CONDO ASSOC.         | 9                           | SEMI-ANNUAL | 337.50              | ROMAN FUCINSKI        |
| CAMERON CONDOMINIUM ASSN.           | 12                          | ANNUAL      | 900.00              | BURTON F. NATARUS     |
| CLEAR RIDGE CONDOMINIUMS II         | 24                          | ANNUAL      | 1,176.00            | WILLIAM F. KRYSZYNIAK |
| CORNELIA COURT CONDOMINIUM I        | 6                           | SEMI-ANNUAL | 225.00              | WILLIAM JP HANKS      |
| CRESTWOOD TERRACE CONDO ASSOC.      | 24                          | SEMI-ANNUAL | 744.00              | ROMAN FUCINSKI        |
| DELAWARE PLACE                      | 16                          | ANNUAL      | 1,200.00            | EDWIN W.. EISENDRATH  |
| DEVON PLACE CONDOMINIUM             | 27                          | SEMI-ANNUAL | 672.00              | ROMAN FUCINSKI        |
| EDGEWOOD MANOR II                   | 11                          | SEMI-ANNUAL | 368.04              | ROMAN FUCINSKI        |
| EDMUNDS STREET CONDO ASSOC.         | 8                           | SEMI-ANNUAL | 300.00              | PATRICK J. LEVAR      |
| FARWELL TERRACE CONDOMINIUM         | 12                          | SEMI-ANNUAL | 450.00              | DAVID D. ORR          |
| FRIENDLY VILLAGE #3 CONDO           | 12                          | SEMI-ANNUAL | 360.00              | ROMAN FUCINSKI        |
| GRANVILLE COURTS CONDO. ASSOC.      | 256                         | SEMI-ANNUAL | 3,503.00            | BERNARD L. STONE      |
| GREENVIEW BUILDING CORPORATION      | 24                          | ANNUAL      | 1,248.00            | DAVID D. ORR          |
| HAMILTON HOUSE CONDOMINIUM          | 13                          | ANNUAL      | 975.00              | BERNARD L. STONE      |
| HAMPDEN TOWER CONDO ASSOC.          | 135                         | SEMI-ANNUAL | 3,142.20            | PATRICK J. LEVAR      |
| HERMITAGE MANOR COOPERATIVE         | 108                         | SEMI-ANNUAL | 4,050.00            | SHENEATHER BUTLER     |
| HIGGINS MANOR CONDOMINIUM           | 8                           | SEMI-ANNUAL | 300.00              | ROMAN FUCINSKI        |
| HIGGINS TERRACE CONDO ASSN.         | 8                           | SEMI-ANNUAL | 300.00              | ROMAN FUCINSKI        |
| HIGH RIDGE CONDOMINIUM ASSN.        | 19                          | SEMI-ANNUAL | 480.00              | BERNARD L. STONE      |
| HOYNE CONDOMINIUM HOMES             | 6                           | SEMI-ANNUAL | 225.00              | TERRY M.. GABINSKI    |
| HUDSON PLACE CONDOMINIUM ASSN.      | 21                          | ANNUAL      | 1,474.00            | EDWIN W.. EISENDRATH  |
| HYDE PARK COURTHWAY CONDOMINIUM     | 24                          | ANNUAL      | 1,276.00            | TIMOTHY C. EVANS      |
| JANIS COURTS ASSOCIATION            | 18                          | SEMI-ANNUAL | 675.00              | PATRICK J. LEVAR      |
| KEELER ARMS                         | 9                           | SEMI-ANNUAL | 337.50              | PATRICK J. LEVAR      |
| KENTON BUILDING CORPORATION         | 6                           | SEMI-ANNUAL | 218.70              | JOHN S. MADZYK        |
| KEYSTONE GARDENS CONDO #2           | 24                          | ANNUAL      | 1,320.00            | PATRICK J. LEVAR      |
| LAFAYETTE FLAZA HOUSING COOP        | 196                         | ANNUAL      | 4,080.00            | ALLAN STREETER        |
| LAKE TERRACE CONDOMINIUM            | 360                         | SEMI-ANNUAL | 3,300.00            | LAURENCE S BLOOM      |
| LELAND HOUSE CONDO. ASSN.           | 10                          | ANNUAL      | 750.00              | THOMAS W. CULLERTON   |
| LINCOLN PARK VILLAS CONDO.          | 43                          | ANNUAL      | 2,532.00            | EDWIN W.. EISENDRATH  |
| MAGNOLIA TOWN HOME ASSOC.           | 8                           | ANNUAL      | 600.00              | EDWIN W.. EISENDRATH  |
| MARANATHA CONDOMINIUM ASSN.         | 6                           | ANNUAL      | 450.00              | KATHY OSTERMAN        |
| NORTHWEST TERRACE CONDO ASSOC.      | 34                          | SEMI-ANNUAL | 912.00              | ROMAN FUCINSKI        |
| NORTHWEST TERRACE CONDO BLDG        | 28                          | SEMI-ANNUAL | 912.00              | ROMAN FUCINSKI        |
| NORTHWEST TERRACE CONDO.#2          | 28                          | SEMI-ANNUAL | 912.00              | ROMAN FUCINSKI        |
| NOTTINGHAM MANOR CONDO ASSOC.       | 8                           | SEMI-ANNUAL | 300.00              | WILLIAM JP HANKS      |
| OAKFIELD WEST CONDO ASSN.           | 224                         | SEMI-ANNUAL | 3,800.00            | WILLIAM JP HANKS      |
| PARK GABLES APT HOMES INC.          | 74                          | SEMI-ANNUAL | 2,140.00            | BERNARD L. STONE      |
| PARK MANOR CONDOMINIUM              | 12                          | ANNUAL      | 900.00              | PATRICK J O'CONNOR    |
| PARK VIEW CONDO WEST INC.           | 30                          | SEMI-ANNUAL | 1,005.00            | ROBERT T. KELLAM      |

(Continued from page 16548)

|                    |                                                                     |
|--------------------|---------------------------------------------------------------------|
| September 12, 1986 | Luzybeth Rivera                                                     |
| March 24, 1987     | Chicago Seoul Church                                                |
| October 7, 1986    | Steel & Loeber Lumber Company                                       |
| March 23, 1987     | Mrs. Willie J. Haywood                                              |
| May 7, 1987        | Benjamin Padro                                                      |
| August 9, 1986     | Joseph Leavitt                                                      |
| October 31, 1986   | Durcan Demolition, Incorporated                                     |
| March 11, 1987     | Nettie Massey                                                       |
| May 28, 1987       | Riley A. Moore d/b/a The Power Property<br>People, Incorporated     |
| June 29, 1987      | John Agnew                                                          |
| October 5, 1987    | James Marshall                                                      |
| September 21, 1986 | Hilda Pirai                                                         |
| October 17, 1985   | State Farm Insurance Company and Edward<br>Meyer<br>Cl. 13-8587-000 |
| October 9, 1987    | Fred G. Agustin                                                     |
| May 28, 1987       | Grange Mutual Insurance Companies and<br>Leroy Theus<br>Cl. 2367524 |
| April 6, 1987      | Unigard Sec. Insurance Company and<br>William Panich<br>Cl. A032877 |
| September 2, 1987  | The Peoples Gas Light & Coke Company<br>File 87-0-217               |
| April 21, 1987     | Wesley Caraway                                                      |



|                    |                                                                                |
|--------------------|--------------------------------------------------------------------------------|
| September 9, 1987  | Ramon Escobedo                                                                 |
| September 11, 1987 | Liz Reynolds                                                                   |
| July 15, 1987      | Safeway Insurance Company and Sherry<br>Schmalbach<br>Cl. 160561               |
| August 1, 1987     | State Farm Insurance Company and Edward<br>Andrychowski<br>Cl. 13-4139-653     |
| August 18, 1987    | Charles Williams                                                               |
| December 21, 1987  | Susan S. Brown                                                                 |
| December 15, 1987  | Budget Rent-A-Car                                                              |
| January 31, 1988   | Mercer Cook                                                                    |
| December 28, 1987  | Veronique Jervier                                                              |
| December 14, 1987  | Daniel McAuliffe                                                               |
| December 15, 1987  | Linwood Moaney                                                                 |
| December 28, 1987  | Nancy Radivojevich                                                             |
| December 20, 1987  | Ivana Krakora                                                                  |
| February 13, 1984  | Norman L. Boykin                                                               |
| December 18, 1987  | Allstate Insurance Company and Robert<br>Edward<br>Cl. 2520817467FSH           |
| January 2, 1988    | Barbara Muse                                                                   |
| November 7, 1987   | Reginald Smith                                                                 |
| September 19, 1987 | State Farm Insurance Company and Grayson<br>and Susan Davis<br>Cl. 14-5435-915 |
| December 31, 1987  | Olga Heredia                                                                   |

|                   |                                                                |
|-------------------|----------------------------------------------------------------|
| July 13, 1987     | Insurance Company of Illinois and<br>Laura Easton<br>Cl. 98120 |
| January 20, 1988  | Kenneth Schmidt                                                |
| July 31, 1987     | Bruce Schorsch                                                 |
| June 5, 1987      | Roberta Baker                                                  |
| February 11, 1988 | Jose Sancen                                                    |
| June 22, 1987     | Helen E. Morris                                                |
| August 26, 1987   | Northern Illinois Gas Company<br>Cl. 87-3586                   |
| February 8, 1988  | Eugene Koeb                                                    |
| December 28, 1987 | Virginia Mraz                                                  |
| February 11, 1988 | Thomas Patterson                                               |
| December 29, 1987 | Anthony Scinto                                                 |
| January 2, 1988   | Jerry Jernigan                                                 |
| February 19, 1988 | Adeline Genis                                                  |
| January 9, 1988   | The Peoples Gas Light and Coke Company<br>File 88-0-53         |
| January 23, 1988  | The People Gas Light and Coke Company<br>File 88-0-9           |
| June 29, 1987     | Thomas Reilly                                                  |
| April 9, 1988     | Willie Sipp                                                    |

having had the same under advisement begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

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

Respectfully submitted,  
(Signed) JOSEPH S. KOTLARZ,  
*Chairman.*

On motion of Alderman Kotlarz, the committee's recommendation was *Concurred In* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

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## COMMITTEE ON ECONOMIC DEVELOPMENT.

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PROPERTY LOCATED AT 700 EAST 107TH STREET APPROVED FOR  
CLASS 6(b) TAX INCENTIVE BENEFITS PURSUANT TO COOK  
COUNTY REAL PROPERTY CLASSIFICATION  
ORDINANCE.

The Committee on Economic Development submitted the following report:

CHICAGO, July 29, 1988.

*To the President and Members of the City Council:*

Your Committee on Economic Development, having had under consideration a resolution, introduced by Alderman Robert Shaw (9th) under date of April 13, 1988, authorizing real estate tax incentives for the property located at 700 East 107th Street

under Class 6(b) pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Pass* said resolution, which is transmitted herewith.

The recommendation was concurred in by seven (7) members of the committee with no dissenting votes.

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, Gerald Hartman, beneficial owner of the property commonly known as 700 East 107th Street, Chicago, has purchased the subject property which had been vacant for over three years, and has undertaken a program of substantial rehabilitation and conversion of the subject property, at a cost to date of over \$500,000, with further repair work totalling some \$300,000 to be done; the building having been purchased and improved with the expectation that the property would be eligible for Class 6(b) incentives; and

WHEREAS, The said substantial rehabilitation has now been significantly completed; and

WHEREAS, The permanent real estate tax index number of this property is 25-15-229-004; and

WHEREAS, The subject property was designated as being in an Enterprise Zone in April, 1985; and

WHEREAS, Chem Clear, Incorporated has received from the Office of the Assessor acknowledgement of a "Pre-Eligibility Application" for Class 6(b) classification under the Cook County Real Property Assessment Classification Ordinance, adopted by the Cook County Board of Commissioners on October 1, 1984; and

WHEREAS, Gerald Hartman has, as a result of this aforesaid new construction and substantial rehabilitation, significantly expanded and improved its facilities at the subject location; and

WHEREAS, Gerald Hartman began reoccupying and began rehabilitating this property for use as a public warehouse, and subsequently, due to the inability to locate tenants has re-directed rehabilitation efforts to convert the property to a facility for the processing of meat products and for the manufacture of egg products; and

WHEREAS, The expanded use of the subject property will provide significant permanent employment opportunities and the aforesaid new construction and substantial rehabilitation will provide significant number of temporary employment opportunities; and

WHEREAS, Notwithstanding the Class 6(b) status of the subject property, the expansion of the subject property by a joint venture group, including Gerald Hartman, Schneider Brothers, Incorporated and United American Food Processors, Incorporated will generate significant new revenues in the form of additional state and federal income tax revenues, local real estate and other local taxes; now, therefore,

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

SECTION 1. That subject property is appropriate for Class 6(b) incentive statement under the Cook County Real Property Assessment Classification Ordinance of October 1, 1984.

*Be It Further Resolved,* That this resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

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PROPERTY LOCATED AT 2201 WEST FULTON STREET APPROVED  
FOR CLASS 6(b) TAX INCENTIVE BENEFITS PURSUANT  
TO COOK COUNTY REAL PROPERTY  
CLASSIFICATION ORDINANCE.

The Committee on Economic Development submitted the following report:

CHICAGO, July 29, 1988.

*To the President and Members of the City Council:*

Your Committee on Economic Development, having had under consideration a resolution, introduced by Alderman Sheneather Butler (27th) under date of July 13, 1988,

authorizing real estate tax incentives for the property located at 2201 West Fulton Street, pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Pass* said resolution, which is transmitted herewith.

This recommendation was concurred in by seven (7) members of the committee with no dissenting votes.

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance as of October 1, 1984, to provide certain real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and used for manufacturing or industrial purposes; and

WHEREAS, The City of Chicago, consistent with the Cook County Real Property Classification Ordinance, wishes to induce industry to locate and expand in the City by offering financial incentives in the form of property tax relief; and

WHEREAS, The Universal Scrap Metal, Incorporated, is the owner of the property commonly known as 2201 West Fulton Street, Chicago, Illinois (hereinafter referred to as the "subject property") and plans substantial rehabilitation on the subject property with the expectation that said property would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance, as amended October 1, 1984; and

WHEREAS, The Permanent Index Numbers for the subject property are: 17-07-309-013, 014, 029, 030, 031, and 049; and

WHEREAS, The subject property is located within Chicago Enterprise Zone IV; and

WHEREAS, The subject property is used for industrial purposes (shipping and sorting terminal) by Universal Scrap Metal, Incorporated; and

WHEREAS, Universal Scrap Metal, Incorporated, has received from the Office of the Cook County Assessor acknowledgement of receipt of a "Pre-Eligibility Application" for 6(b) Classification under the Cook County Real Property Classification Ordinance, adopted by the Cook County Board of Commissioners on October 1, 1984; and

WHEREAS, Substantial rehabilitation work is planned, and sums have been expended to this purpose; and

WHEREAS, This rehabilitation on, and use of, the subject property will provide significant present and future employment, both temporary and permanent; and

WHEREAS, Notwithstanding the Class 6(b) status of the subject property, the new rehabilitation and utilization of the subject property will generate significant new revenues in the form of real estate and other tax revenues; now, therefore,

*Be It Resolved*, That we, the Acting Mayor and members of the City Council of the City of Chicago, hereby declare:

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

SECTION 2. Pursuant to the Cook County Real Property Classification Ordinance, the City of Chicago, Illinois, hereby approves of the classification of the subject property as Class 6(b) property, and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Index Numbers 17-07-309-013, 014, 029, 030, 031, and 049; and

SECTION 3. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602; and

*Be It Further Resolved*, That this resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

---

AMENDMENT OF ORDINANCE DESIGNATING PULLMAN AND N ORTHERN  
RIVERDALE CLASS 8 TAX INCENTIVE DISTRICT BY MODIFICATION  
OF SAID DISTRICT'S BOUNDARIES.

The Committee on Economic Development submitted the following report:

CHICAGO, July 29, 1988.

*To the President and Members of the City Council:*

Your Committee on Economic Development, having had under consideration a proposed ordinance, transmitted with a communication from Commissioner Timothy W. Wright III of the Department of Economic Development under date of July 20, 1988, amending the ordinance passed by the City Council on January 13, 1988, by changing the boundaries designated for the Pullman-Riverdale Class 8 Tax Incentive District, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by seven (7) members of the committee with no dissenting votes.

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, After a review of the Class 8 application of the Pullman and Northern Riverdale industrial area by the Cook County Assessor and the receipt of the Assessor's recommendation to exclude certain parcels as potentially not qualifying for Class 8 status, it has been determined that this Class 8 area should be modified in order to clearly qualify for Class 8 designation; now, therefore,

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

SECTION 1. That the ordinance passed on January 13, 1988 located in the City Council Journal of said date on pages 9622 to 9677 which designated an area in Pullman & Northern Riverdale as qualifying as a "severely blighted area" and authorizing an



application for its Class 8 designation, is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

\* \* \* \* \*

WHEREAS, It is appropriate and in the best interest of the City to make application to the Assessor to grant Class 8 status to an approximately [six hundred thirty-seven (637)] *six hundred thirty-two (632)* acre industrial area (the "Subject Area") situated in Pullman and Northern Riverdale (Community Areas 50 and 54). The Subject Area is located as follows:

[Bounded on the north by 103rd Street, from Corliss High School to the Calumet Expressway; on the east by the Calumet Expressway, from 103rd Street to 121st Street; on the south by 121st Street, from the Calumet Expressway to Cottage Grove Avenue; and on the west by Cottage Grove Avenue, from 121st Street to 115th Street, the Rock Island Railroad tracks, from 115th Street to 111th Street, Cottage Grove Avenue, from 111th Street to 108th Street, Langley Avenue, from 108th Street to 106th Street, Maryland Avenue, from 106th Street to 104th Street, and the Corliss High School property, from 104th Street to 103rd Street; the Subject Area being more fully described in Exhibit B hereto attached; now, therefore,] *Bounded on the north by the southern boundary of Planned Development Number 28 to the Rock Island Railroad tracks on the east, and onto 103rd Street; from 103rd Street to Woodlawn Avenue; from Woodlawn Avenue south to the Calumet Expressway, bounded on the east by the Calumet Expressway to 121st Street, and on the south by 121st Street, from the Calumet Expressway to Cottage Grove Avenue, and on the west by Cottage Grove Avenue, from 121st Street to 115th Street, from 115th Street to Champlain Street, north on the center line of Champlain to the first east-west alley, east along the alley, from the alley north to East 114th Street, from East 114th Street to the Rock Island Railroad tracks, Rock Island Railroad tracks north to 111th Street, west to Cottage Grove Avenue, from 111th Street, to 108th Street, Langley Avenue, from 108th Street to 106th Street, Maryland Avenue, from 106th Street to 104th Street; and the Corliss High School property, from 104th Street to 103rd Street; the Subject Area being more fully described in Amended Exhibit B hereto attached; now, therefore,*

\* \* \* \* \*

SECTION 2. The Subject Area qualifying as a "severely blighted area" is hereby modified by the amendment provided in Section 1 above, and with the modification the remainder of the ordinance passed on January 13, 1988 referred to in Section 1 above is incorporated herein by reference and passed as part of this amending ordinance.

SECTION 3. This ordinance shall be effective upon passage.

[Amended Exhibit "B" attached to this ordinance printed on pages  
16561 through 16582 of this Journal.]

Exhibit "B"  
(Page 1 of 22)

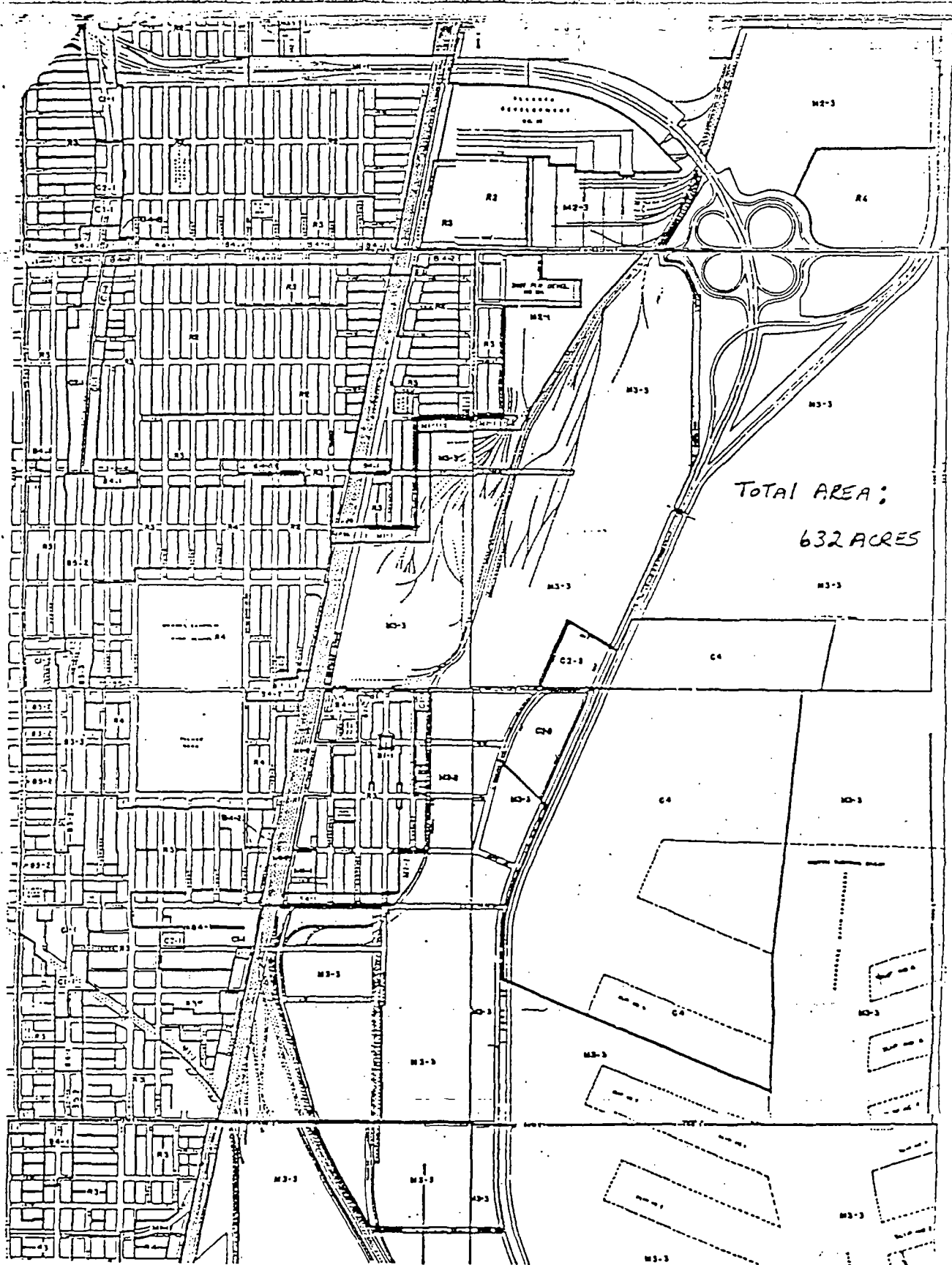
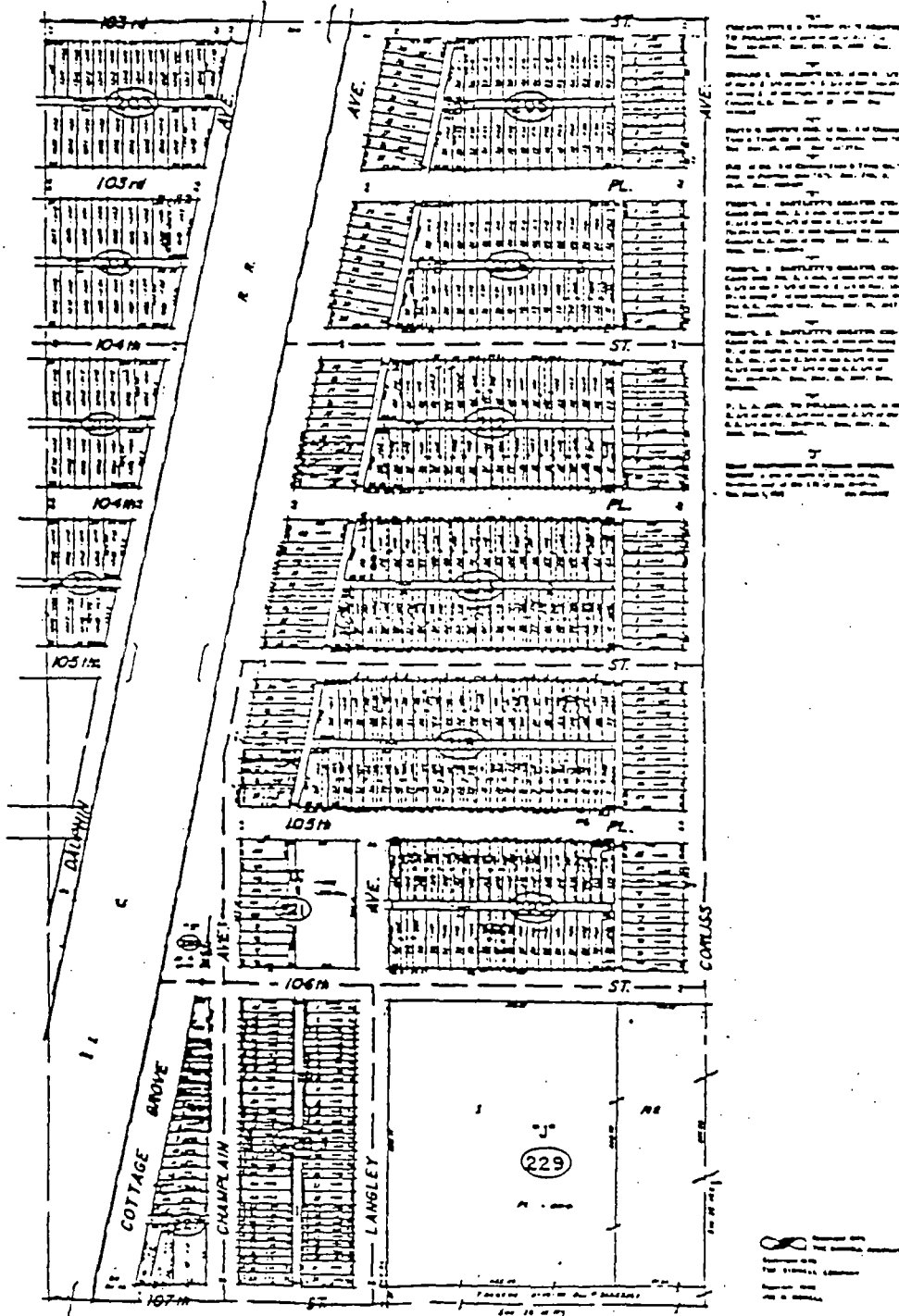


Exhibit "B"  
(Page 2 of 22)

E. 1/2 N.E. 1/4 Sec. 15-37-14  
HYDE PARK TWP.

37-14-15B  
25-5



7/29/88

REPORTS OF COMMITTEES

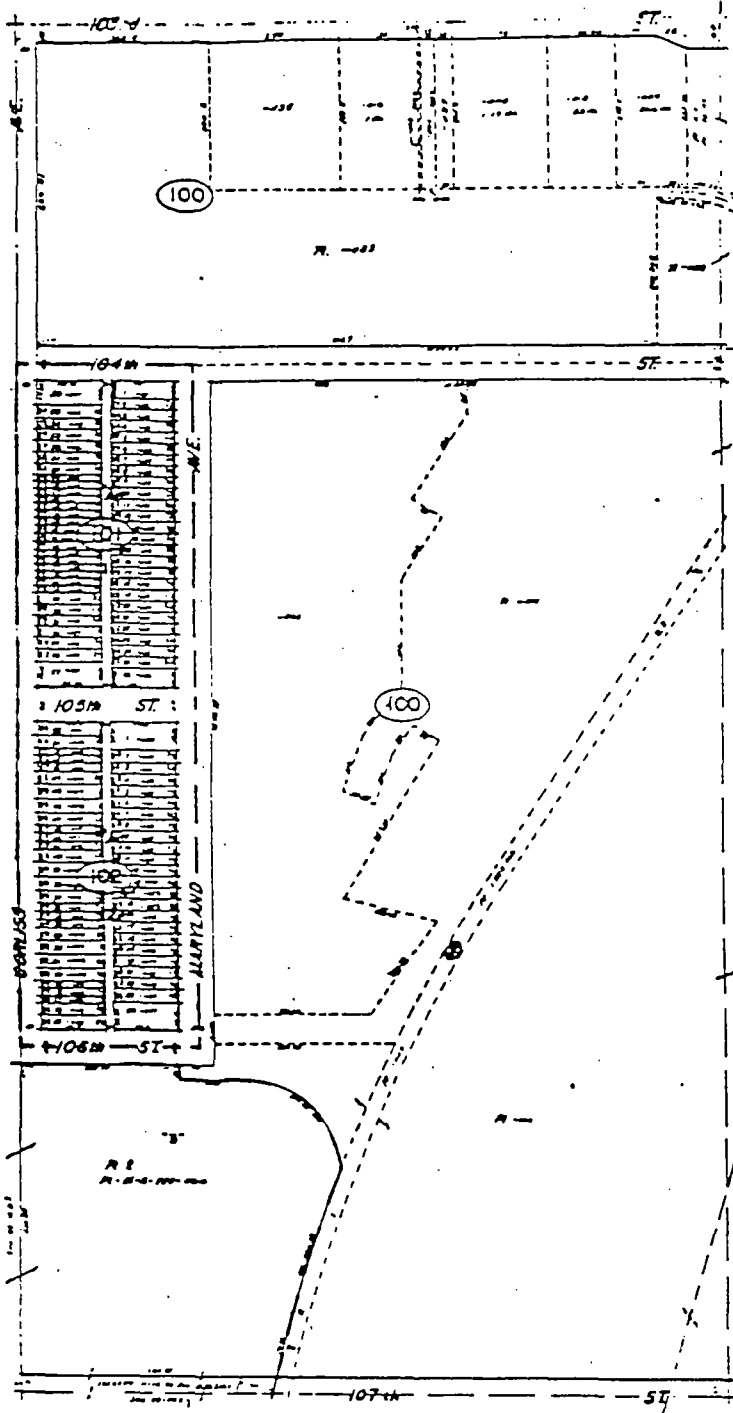
16563

Exhibit "B"  
(Page 3 of 22)

37-14-14C  
23-14

W. 1/2 N.W. 1/4 Sec. 14-37-14  
HYDE PARK TWP.

NOTE: THE FOLLOWING ARE THE NAMES OF THE OWNERS OF THE LAND SHOWN ON THIS MAP. THE NAMES ARE LISTED IN THE ORDER IN WHICH THEY APPEAR ON THE MAP. THE NAMES ARE LISTED IN THE ORDER IN WHICH THEY APPEAR ON THE MAP. THE NAMES ARE LISTED IN THE ORDER IN WHICH THEY APPEAR ON THE MAP.



NOTE: THE FOLLOWING ARE THE NAMES OF THE OWNERS OF THE LAND SHOWN ON THIS MAP. THE NAMES ARE LISTED IN THE ORDER IN WHICH THEY APPEAR ON THE MAP. THE NAMES ARE LISTED IN THE ORDER IN WHICH THEY APPEAR ON THE MAP.



7/29/88

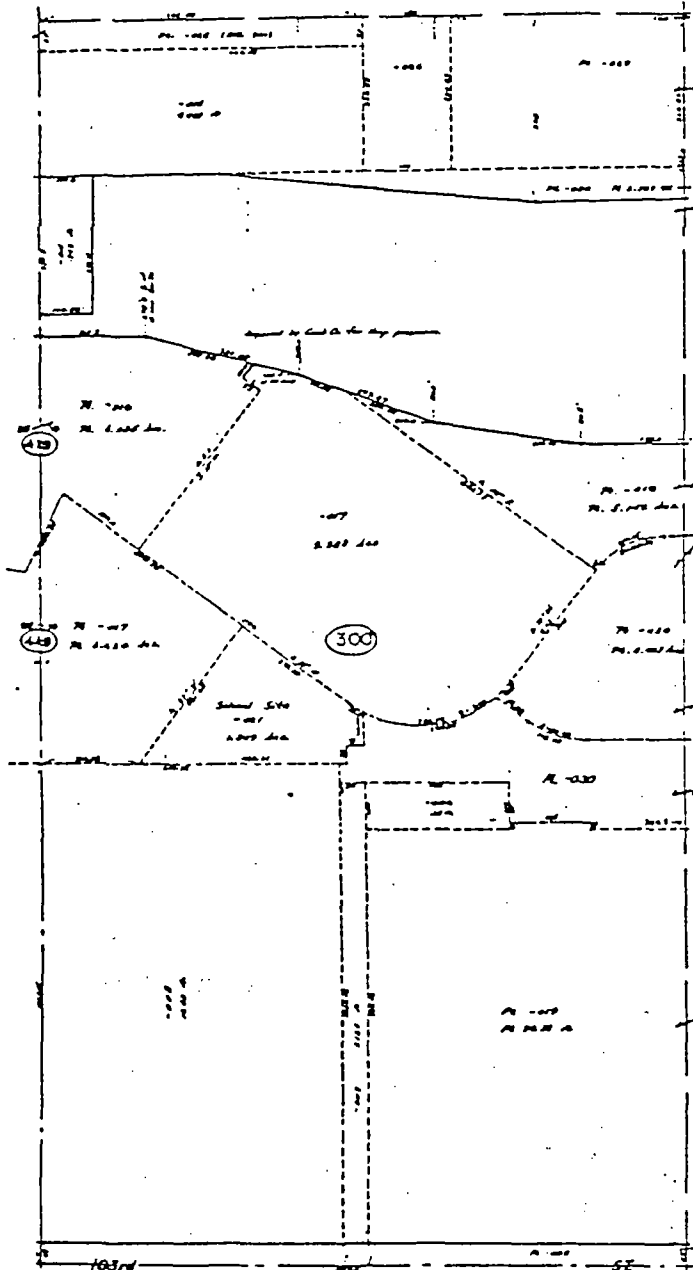
## REPORTS OF COMMITTEES

16565

Exhibit "B"  
(Page 5 of 22)

37-14-11E  
23-11

W. 1/2 S.W. 1/4 Sec. 11 - 37 - 14  
- HYDE PARK TWP.

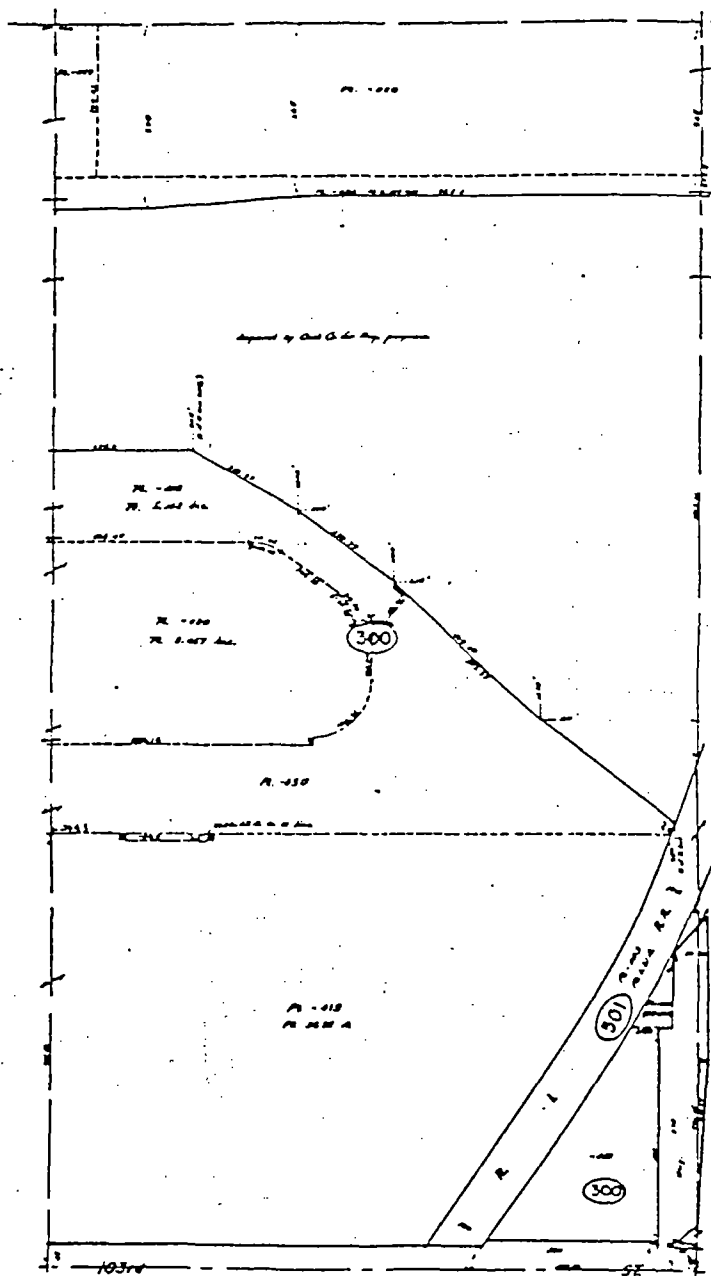


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Exhibit "B"  
(Page 6 of 22)

E. 1/2 S.W. 1/4 Sec. 11-37-14  
HYDE PARK TWP.

37-14-11F  
29-11



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Exhibit "B"  
(Page 7 of 22)

37-14-156  
25-6

W. 1/2 S.E. 1/4 Sec. 15 - 37-14  
HYDE PARK TWP.

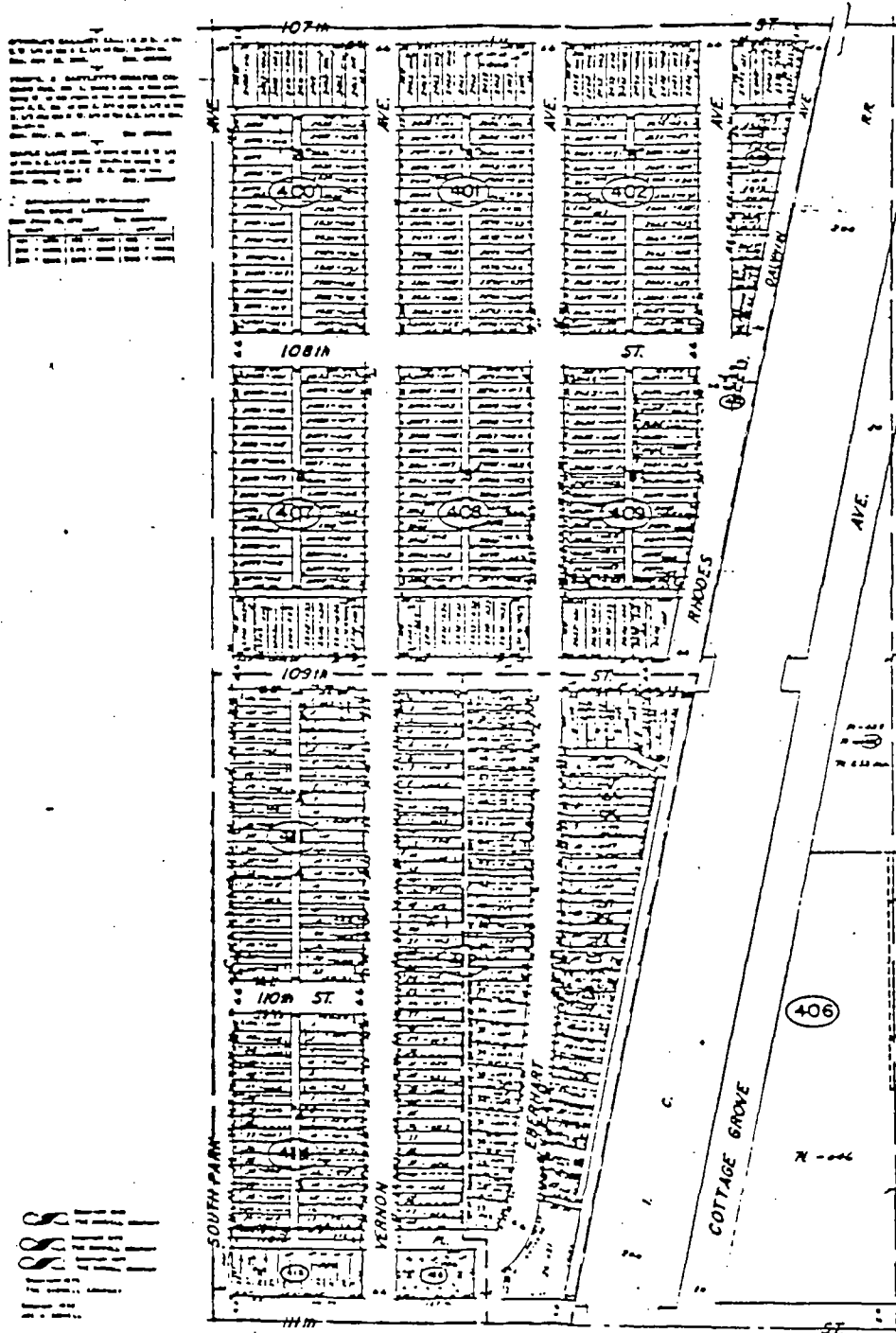
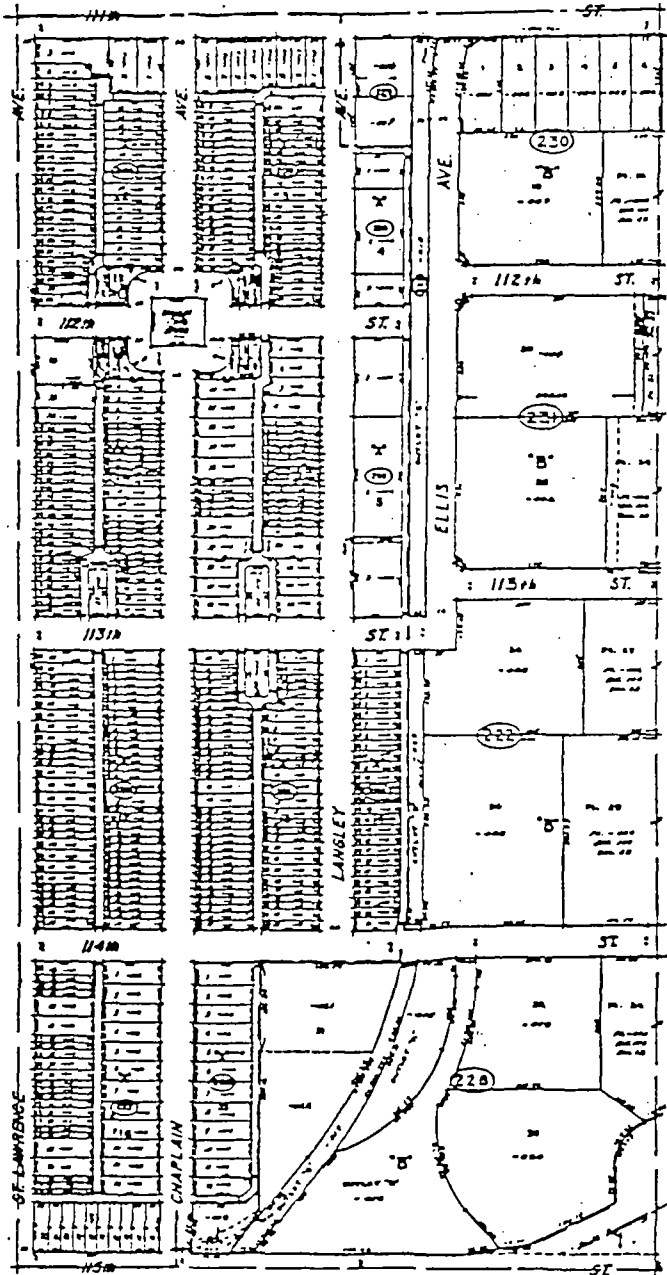




Exhibit "B"  
(Page 8 of 22)

E. 1/2 N.E. 1/4 Sec. 22-37-14  
HYDE PARK TWP.

37-14-22B  
N.L.S.L.  
25-22



112th ST.  
113th ST.  
114th ST.  
115th ST.  
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(Page 9 of 22)

E. 1/2 S.E. 1/4 Sec. 15-37-14  
HYDE PARK TWP.

-14-15H  
23-15

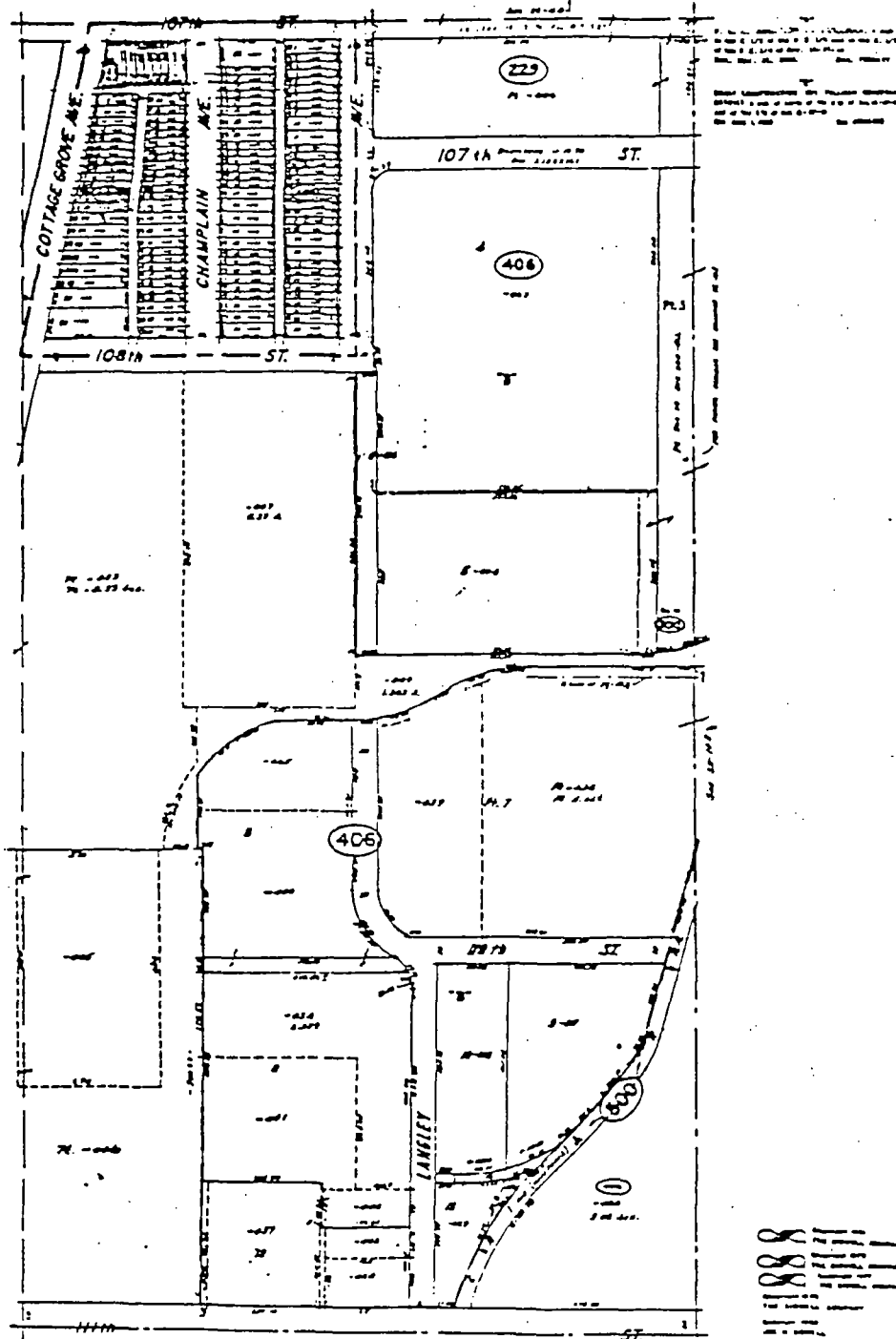
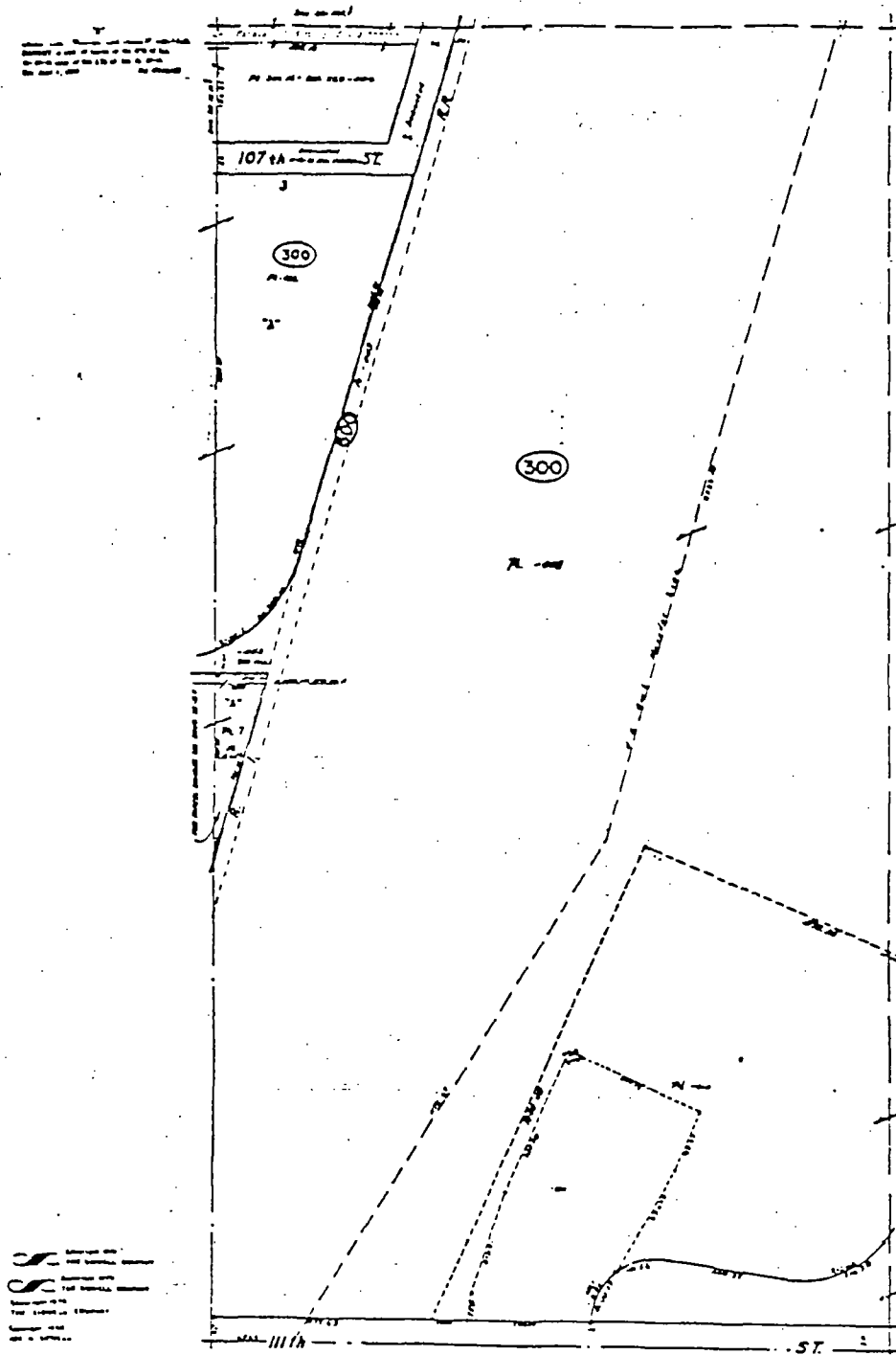


Exhibit "B"  
(Page 10 of 22)

37-14-14E  
23-14

W. 1/2 S.W. 1/4 Sec. 14-37-14  
HYDE PARK TWP.



7/29/88

## REPORTS OF COMMITTEES

16571

Exhibit "B"  
(Page 11 of 22)

E. 1/2 S.W. 1/4 Sec. 14-37-14  
HYDE PARK TWP.

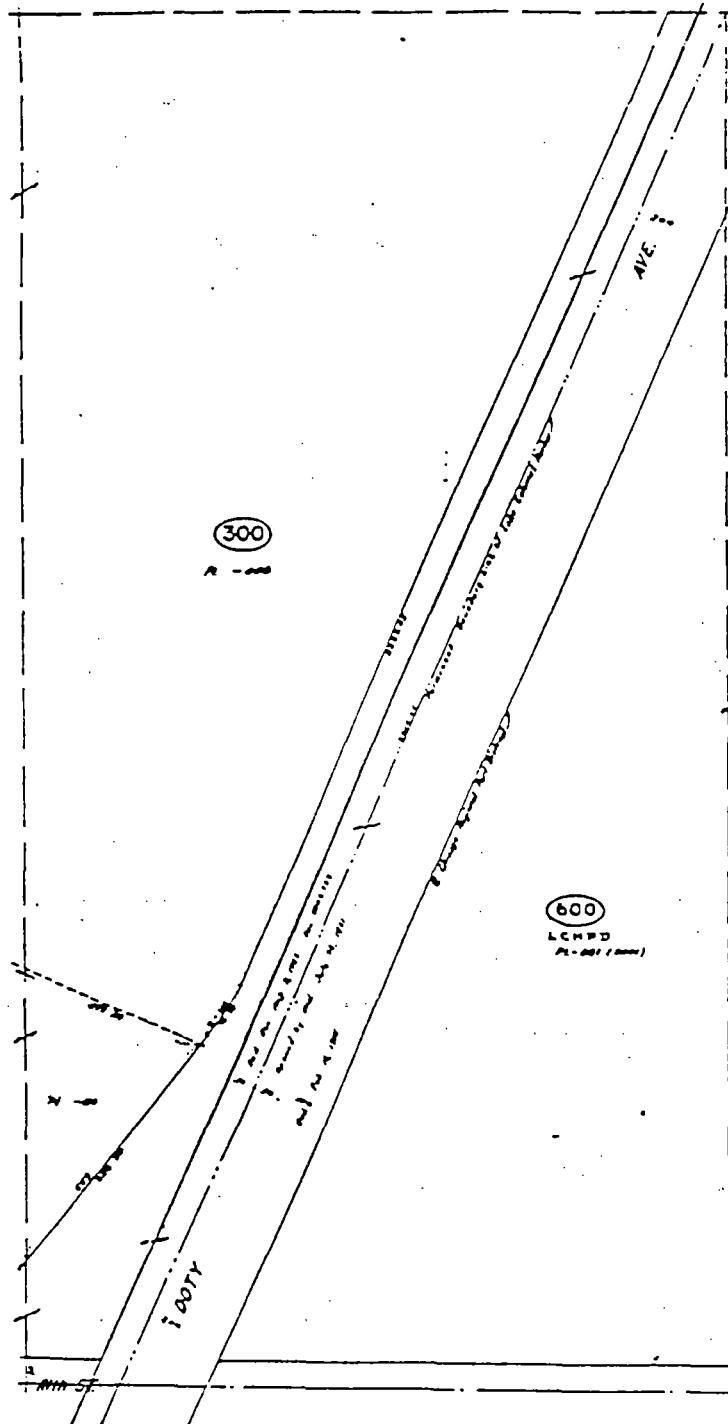


Diagram 199  
The double strand

Diagram 200  
The double strand

Diagram 201  
The double strand

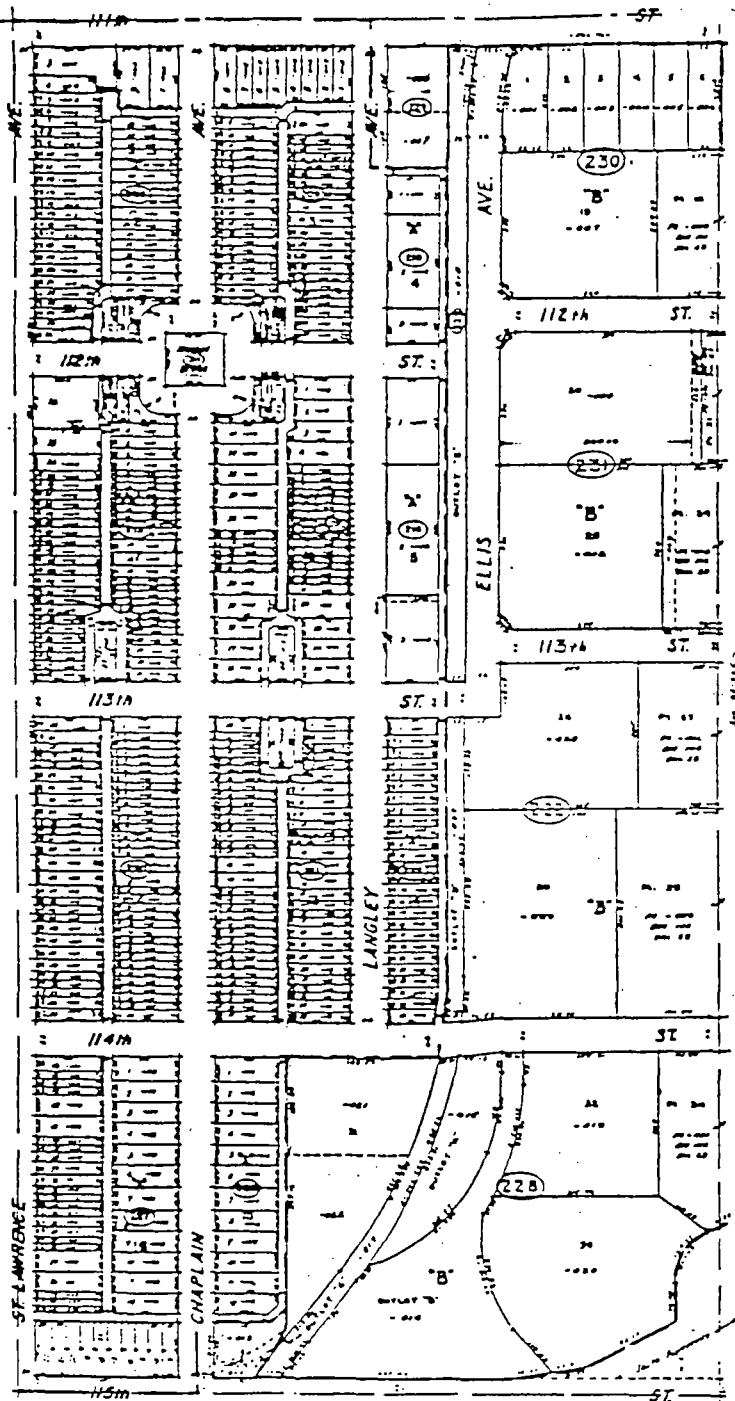
Diagram 202  
The double strand

Diagram 203  
The double strand

Exhibit "B"  
(Page 12 of 22)

E. 1/2 N.E. 1/4 Sec. 22-37-14  
HYDE PARK TWP.

37-14-228  
N.E. 1/4  
25-22



37-14-228  
N.E. 1/4  
25-22

37-14-228  
N.E. 1/4  
25-22

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37-14-23G

M.L.B.L.

25-23

W. 1/2 N.W. 1/4 Sec. 23-37-14 M.L.B.L.  
HYDE PARK TWP.

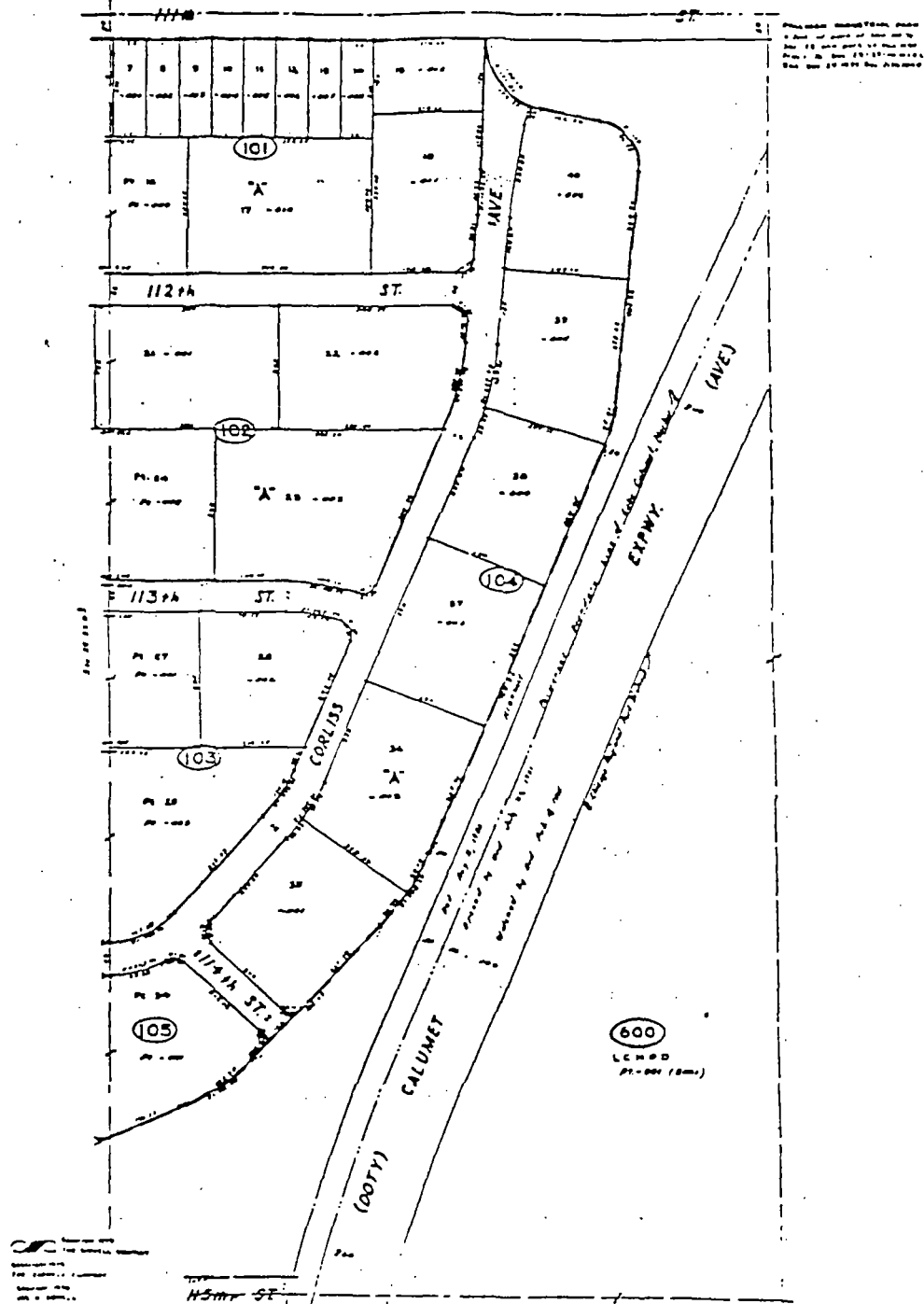


Exhibit "B"  
(Page 14 of 22)

37-14-226  
M.L.R.L.  
23-22

W. 1/2 S.E. 1/4 Sec. 22-37-14  
HYDE PARK TWP.

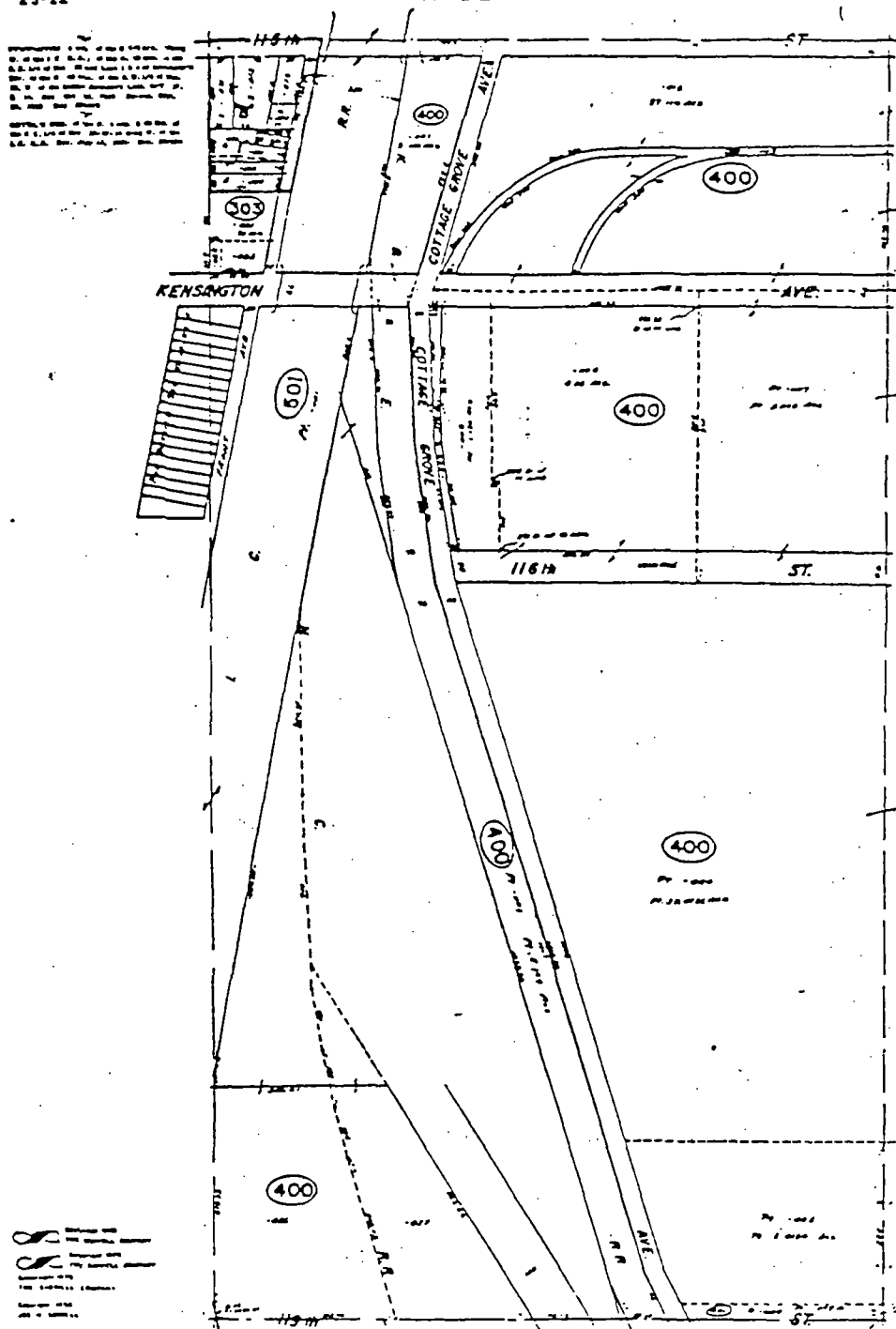
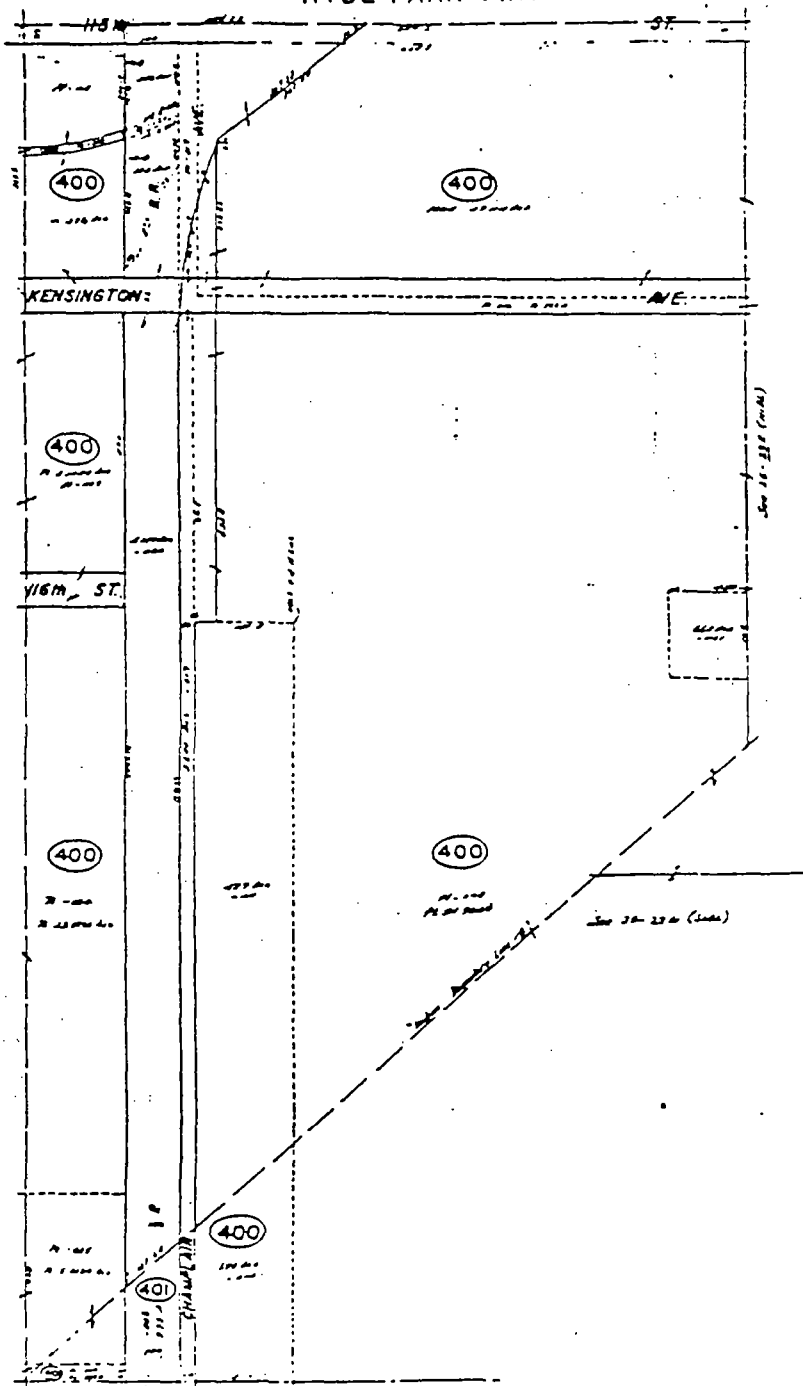


Exhibit "B"  
(Page 15 of 22)

E. 1/2 S.E. 1/4 Sec. 22-37-14 N.1.E.1  
HYDE PARK TWP.

37-14-22H  
N.1.E.1  
25-22



Surveyed by  
The Surveyor General  
of the Province of Ontario  
in the year 1888



Exhibit "B"  
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37-14-23E FRAC'L S.W. 1/4 Sec 23-37-14 & FRAC'L  
E. 1/2 N.E. 1/4 Sec 22-37-14  
HYDE PARK TWP

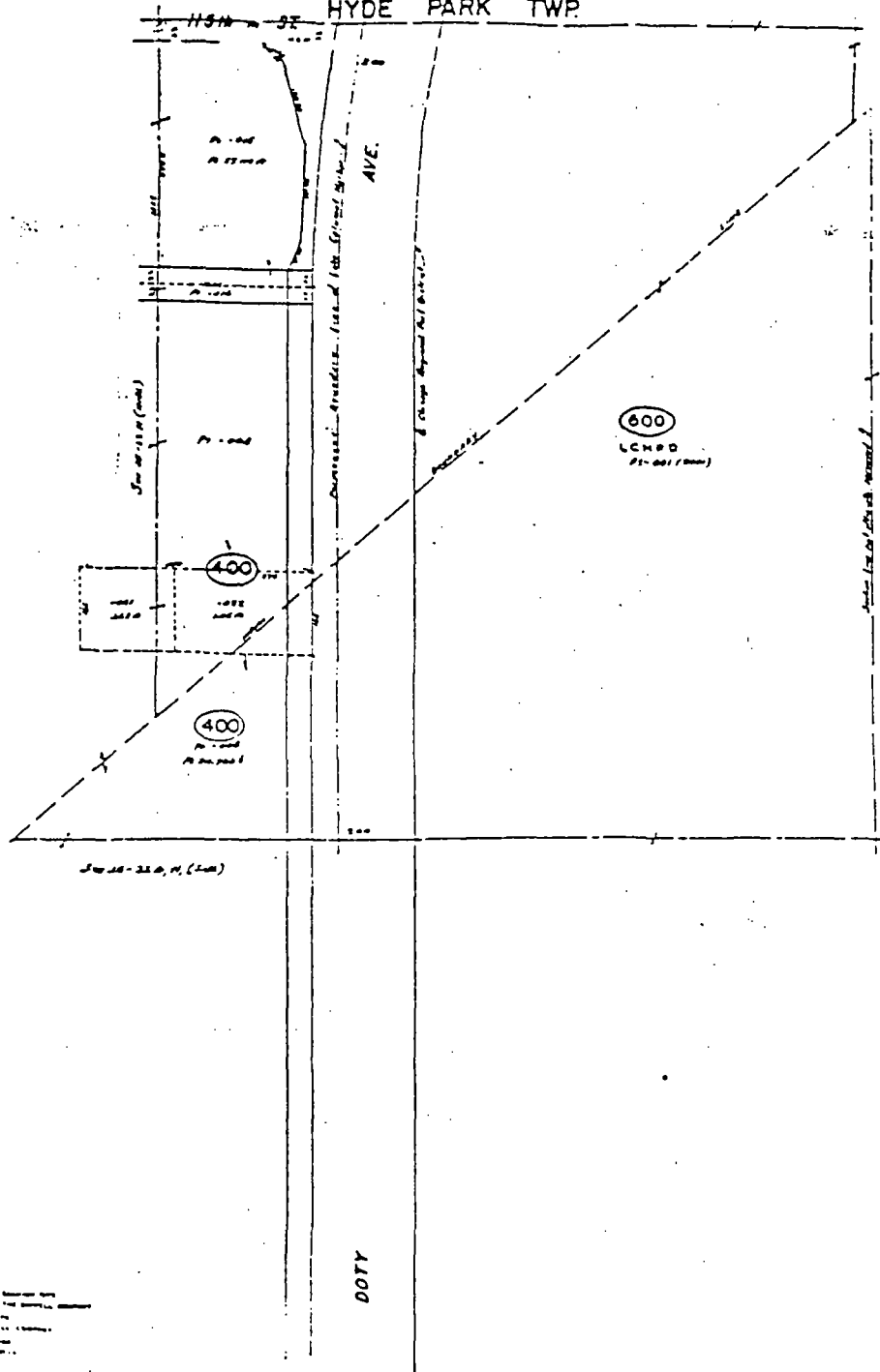


Exhibit "B"  
(Page 17 of 22)

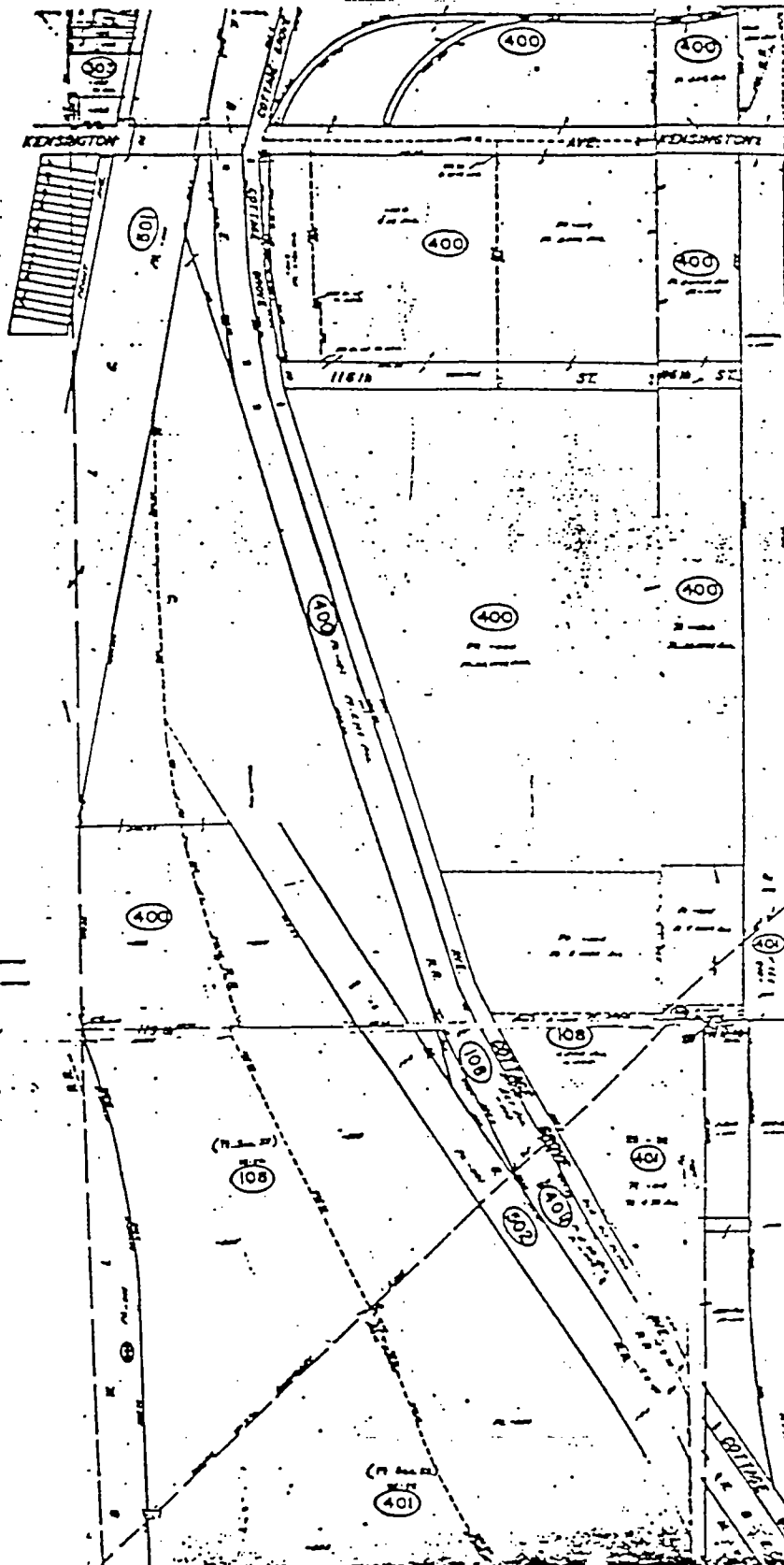






*Exhibit "B".  
(Page 20 of 22)*

*Property Index Numbers.*

Pullman - Riverdale Proposed Class 8 Area

|               |               |               |
|---------------|---------------|---------------|
| 25-11-300-019 | 25-15-406-048 | 25-22-401-010 |
| 25-14-100-002 | 25-15-500-002 | 25-22-401-012 |
| 25-14-100-005 | 25-22-222-027 | 25-22-401-014 |
| 25-14-100-008 | 25-22-222-028 | 25-22-401-016 |
| 25-14-100-009 | 25-22-222-029 | 25-22-401-019 |
| 25-14-100-010 | 25-22-228-015 | 25-22-401-020 |
| 25-14-100-016 | 25-22-228-016 | 25-22-401-021 |
| 25-14-100-018 | 25-22-228-017 | 25-22-401-022 |
| 25-14-100-029 | 25-22-228-019 | 25-22-401-023 |
| 25-14-100-036 | 25-22-228-020 | 25-22-401-024 |
| 25-14-100-037 | 25-22-228-021 | 25-22-401-025 |
| 25-14-100-038 | 25-22-228-022 | 25-22-401-026 |
| 25-14-100-039 | 25-22-229-010 | 25-22-401-027 |
| 25-14-100-040 | 25-22-230-001 | 25-22-401-028 |

*Exhibit "B"*  
(Page 21 of 22)

|               |               |               |
|---------------|---------------|---------------|
| 25-14-100-041 | 25-22-230-002 | 25-22-401-029 |
| 25-14-100-042 | 25-22-230-003 | 25-22-401-030 |
| 25-14-100-044 | 25-22-230-004 | 25-22-401-031 |
| 25-14-300-008 | 25-22-230-005 | 25-22-401-032 |
| 25-14-300-012 | 25-22-230-006 | 25-22-500-003 |
| 25-14-500-001 | 25-22-230-007 | 25-23-101-001 |
| 25-14-500-002 | 25-22-231-002 | 25-23-101-002 |
| 25-15-500-003 | 25-22-231-003 | 25-23-101-003 |
| 25-15-229-004 | 25-22-231-004 | 25-23-101-004 |
| 25-15-406-007 | 25-22-400-005 | 25-23-101-005 |
| 25-15-406-009 | 25-22-400-006 | 25-23-101-006 |
| 25-15-406-014 | 25-22-400-007 | 25-23-101-007 |
| 25-15-406-017 | 25-22-400-008 | 25-23-101-008 |
| 25-15-406-018 | 25-22-400-011 | 25-23-101-009 |
| 25-15-406-023 | 25-22-400-014 | 25-23-101-010 |
| 25-15-406-024 | 25-22-400-015 | 25-23-101-011 |
| 25-15-406-025 | 25-22-400-016 | 25-23-101-012 |

*Exhibit "B"*  
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|               |               |               |
|---------------|---------------|---------------|
| 25-15-406-028 | 25-22-400-017 | 25-23-102-001 |
| 25-15-406-029 | 25-22-400-018 | 25-23-102-002 |
| 25-15-406-030 | 25-22-400-019 | 25-23-102-003 |
| 25-15-406-034 | 25-22-400-020 | 25-23-102-004 |
| 25-15-406-036 | 25-22-400-021 | 25-23-102-005 |
| 25-15-406-037 | 25-22-400-022 | 25-23-103-001 |
| 25-15-406-038 | 25-22-400-023 | 25-23-103-002 |
| 25-15-406-039 | 25-22-400-024 | 25-23-103-003 |
| 25-15-406-040 | 25-22-400-025 | 25-23-104-001 |
| 25-15-406-041 | 25-22-401-001 | 25-23-104-002 |
| 25-15-406-043 | 25-22-401-002 | 25-23-104-003 |
| 25-15-406-044 | 25-22-401-003 | 25-23-104-004 |
| 25-15-406-045 | 25-22-401-004 | 25-23-104-005 |
| 25-15-406-046 | 25-22-401-005 | 25-22-104-006 |
| 25-15-406-047 | 25-22-401-009 | 25-23-105-001 |
|               |               | 25-27-108-004 |

EXECUTION OF REDEVELOPMENT AGREEMENT WITH BENNETT-SNITZER,  
INCORPORATED FOR REVITALIZATION OF BLOCKS 1A, 1B  
AND 1C IN COMMERCIAL DISTRICT DEVELOPMENT  
PROJECT MADISON-RACINE.

The Committee on Economic Development submitted the following report:

CHICAGO, July 29, 1988.

*To the President and Members of the City Council:*

Your Committee on Economic Development, having had under consideration a proposed ordinance, transmitted with a communication from Commissioner Timothy W. Wright III of the Department of Economic Development under date of July 20, 1988, approving the redevelopment agreement between the City of Chicago and Bennett-Snitzer, Inc. for the development of the Enterprise Commercial Park in the blighted Madison-Racine Commercial District and authorizing the Acting Mayor to execute said agreement on behalf of the City, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by seven (7) members of the committee with no dissenting votes.

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:



WHEREAS, On July 13, 1988 the City Council of the City of Chicago adopted an ordinance appearing at page \_\_\_\_\_ of the Journal of Proceedings approving the sale of Blocks 1A, 1B, and 1C in Commercial District Development Project Madison-Racine by the City to Bennett-Snitzer, Incorporated; and

WHEREAS, The City and Bennett-Snitzer, Incorporated shall enter into a redevelopment agreement providing for the revitalization and redevelopment of the above-mentioned blocks; and

WHEREAS, Pursuant to the terms of the redevelopment agreement, the City shall use its eminent domain powers to acquire said blocks and, in turn, convey the blocks to Bennett-Snitzer, Incorporated for a purchase price of \$5,185,350.00; and

WHEREAS, Pursuant to the terms of the redevelopment agreement, Bennett-Snitzer shall develop the blocks with labor intensive, light industrial, distributive and commercial facilities; now, therefore,

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

SECTION 1. The Acting Mayor is authorized to enter into and execute the redevelopment agreement with Bennett-Snitzer, Incorporated, providing for the redevelopment of Blocks 1A, 1B, and 1C in Commercial District Development Project Madison-Racine. The redevelopment agreement shall be in substantial conformity with Exhibit "A" attached hereto and made a part hereof.

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

Redevelopment Agreement attached to this ordinance reads as follows:

*Exhibit "A".*

*Redevelopment Agreement*

*Enterprise Business Park,*

*Project Madison-Racine.*

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 1988 by and between the City of Chicago, an Illinois municipal corporation ("City"), having its offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and Bennett-Snitzer, Incorporated, an Illinois corporation ("Developer") having its principal offices at 737 North Michigan Avenue, Chicago, Illinois 60611.

*Recitals:*

A. The City, as a home rule unit under the 1970 Constitution of the State of Illinois, has the authority to promote the health, safety and welfare of its inhabitants, to prevent the spread of blight and to encourage private development in order to enhance the local tax base and create employment, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes.

B. In furtherance of its objectives to encourage the redevelopment and revitalization of blighted commercial areas, the City established the Commercial District Development Commission ("C.D.D.C.").

C. On December 12, 1980, the City designated an area within its corporate boundaries as "Commercial District Development Project Madison-Racine" ("Redevelopment Area").

D. By Resolution 87-C.D.D.C.-5 dated April 21, 1987, the C.D.D.C. has identified certain parcels of the Redevelopment Area to be developed according to the terms of the Agreement, those parcels being designated as Blocks 1a, 1b, and 1c, respectively (collectively, the "Project Area"), and legally described on Exhibit "A" attached hereto and made a part hereof.

E. The C.D.D.C. has approved a redevelopment plan ("Redevelopment Plan") for the Redevelopment Area, which was approved by the City Council of the City pursuant to an ordinance duly adopted on October 24, 1979. The C.D.D.C. approved an amendment to the Redevelopment Plan by Resolution 87-C.D.D.C.-5 dated April 21, 1987, and was approved by the City Council pursuant to an ordinance duly adopted on July 29, 1987.

F. The Project Area is presently designated as an "Enterprise Zone" and shall be developed consistent with the uses specified in the Redevelopment Plan.

G. The City agrees to utilize its best efforts to obtain a Class 7 real estate tax assessment incentive affecting the Project Area on behalf of, and in cooperation with, Developer.

H. The parties agree that the Project Area shall be devoted to the development of labor intensive, light industrial, distributive and commercial facilities. The construction and operation of any residential housing and any Class A office facilities (as such term is defined in Chapter 194A of the Municipal Code of Chicago) shall be specifically prohibited within the Project Area.

I. Developer agrees to construct the improvements affecting the Project Area consistent with the Redevelopment Plan and the Agreement and utilizing plans approved by the City of Chicago Department of Economic Development ("D.E.D.").

J. The parties agree that the Project Area shall be developed to foster economic growth and increase employment opportunities for the residents of the City. The City has concluded that the specific uses embodied in the project will foster the following goals, including, without limitation: (a) ensuring the presence of skilled technical support

businesses for the benefit of businesses and other establishments located in the City's Loop; (b) complimenting the established growth occurring in areas to the north and south of the Loop; and (c) stimulating economic revitalization of City neighborhoods located west of the Dan Ryan Expressway. The parties believe that the number of jobs created as a result of the project will be greater than the number of jobs that would result from smaller scale residential uses that may occur in or near the Project Area if the project does not go forward.

K. In furtherance of the objective to increase employment opportunities for City residents, Developer shall enter into a contractual agreement with the Mayor's Office of Employment and Training for the development of a first source hiring program to ensure preferential hiring of City residents for jobs created within the Project Area. The City shall require additional employment opportunities of Developer as hereinafter provided.

L. The City agrees, in order to reduce Developer's overall financing costs associated with the project, to employ its best efforts to seek approval of an application for an Urban Development Action Grant from the United States Department of Housing and Urban Development.

M. The City, as recipient of Community Development Block Grant funds made available pursuant to the Housing and Community Development Act of 1974, as amended, may currently utilize available but unexpended C.D. Funds ("C.D. Float Funds") for low interest land acquisition and construction loans to Developer for eligible community development projects such as the project; provided, however, in the event the C.D. Float Funds are legally required by the City for Community Development Block Grant programs, the C.D. Float Funds shall be immediately returned to the City by Developer; and

N. The parties further agree that all efforts shall be undertaken whereby present businesses, owner occupants and tenants located in the Project Area are relocated within the City. Developer agrees to pay any relocation expenses of such entities in accordance with applicable federal laws and regulations.

Now, Therefore, in consideration of the promises and the mutual obligation of the parties hereto, each of them hereby covenants and agrees as follows:

#### *Definitions:*

For all purposes of the Agreement, each of the following terms shall have the respective meaning assigned to it or shall include or be used as follows:

**Affirmative Action Plan:** That certain agreement to be entered into by the City and Developer substantially in the form attached hereto as Exhibit "B".

**Agreement:** This Redevelopment Agreement and all exhibits attached hereto, as originally constituted and as from time to time amended by the parties. Words such as "herein", "hereinafter", "hereof", and "hereto", when used with reference to the

Agreement, refer to the Agreement and all exhibits attached hereto as a whole, unless the context otherwise requires.

Block 1a: That certain real estate located in the area generally bounded by West Madison Street, South Peoria Street, South Green Street and West Monroe Street in Chicago, Illinois, and legally described on Exhibit "A" attached hereto.

Block 1b: That certain real estate located in the area generally bounded by West Madison Street, North Sangamon Street, North Peoria Street and West Washington Street in Chicago, Illinois, and legally described on Exhibit "A" attached hereto.

Block 1c: That certain real estate located in the area generally bounded by West Madison Street, North Sangamon Street, West Washington Street and North Morgan Street in Chicago, Illinois, and legally described on Exhibit "A" attached hereto.

Closing: The event at which the Deed to each respective block is delivered and other closing documents and funds are exchanged by the parties as provided by the Agreement.

D.E.D.: The City of Chicago Department of Economic Development.

Effective Date: The date upon which the Agreement is fully executed by the parties.

First Source Hiring Agreement: That certain agreement to be entered into by the City and Developer substantially in the form attached hereto as Exhibit "C".

H.U.D.: United States Department of Housing and Urban Development.

Parcel: A tract of real estate located within a Block.

Project: The improvements to be constructed by Developer as described on Exhibit \_\_\_\_\_ attached hereto.

Project Area: Collectively, Blocks 1a, 1b and 1c.

U.D.A.G.: Urban Development Action Grant.

### *Section I.*

#### *Incorporation Of Recitals And Definitions.*

The recitations and definitions set forth above constitute an integral part of the Agreement and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

### *Section II.*

*Developer's Covenants,  
Representations And Warranties.*

Developer represents, warrants and covenants to the City as follows:

2.1 Developer shall be governed by, adhere to and obey any and all applicable federal, state and local laws, statutes, ordinances, rules, regulations and executive orders of general applicability as may be in effect from and after the date of the Agreement.

2.2 (a) Developer is a duly organized Illinois corporation in good standing under the laws of the State of Illinois; (b)

Developer has the right, power and authority to enter into, execute, deliver and perform the Agreement; (c) the execution, delivery and performance of the Agreement by Developer shall not, by lapse of time, constitute a violation of any applicable law or breach of any provision contained in the articles of incorporation of Developer or any document to which it is bound; (d) upon the vesting of title in each Block of the Project Area with Developer, Developer shall cause title to each and every Block of the Project Area to be maintained in merchantable condition free and clear of all liens, claims, security interests and encumbrances, excepting, however, those exceptions to title permitted under the terms of the Agreement or otherwise approved by the City in its sole discretion; (e) Developer is solvent and able to pay its debts as they mature; (f) there are no actions at law or similar proceedings which are pending or threatened against Developer which may result in any material and adverse change to the financial condition of Developer as of the date of the Agreement; (g) Developer shall obtain all government permits, certificates, or consents (including, without limitation, appropriate environmental clearances and approvals) necessary to develop the Project Area, construct improvements, conduct business and to lease property and operate facilities within the Project Area; (h) no default has been declared with respect to any indenture, loan agreement, mortgage, deed or other similar agreement relating to the borrowing of funds to which Developer is a party or by which it is bound; (i) the documents detailing the assets and organizational structure of Developer, including, without limitation, an Economic Disclosure Statement submitted by Developer to the City (the documents being collectively referred to as "Disclosures"), fairly and accurately depict the assets, liabilities and financial condition and results of operations of Developer as of the dates thereof; and (j) there has been no material or adverse change in the assets, liabilities or financial condition of Developer, since the dates of the Disclosures.

2.3 Developer shall provide the City with evidence of a commitment for adequate financing from a reputable financial institution or lender, the sufficiency of such commitment to be solely determined by the City, in accordance with the provisions contained in Subsection 4.3 below.

2.4 Developer agrees to act with due diligence in the performance of its duties under the Agreement and the Redevelopment Plan, including, without limitation, the acceptance of title of each Block as it becomes available for conveyance by the City to Developer, the

development of the Project Area in accordance with plans reviewed and approved by the City, and the relocation of businesses, owner occupants and tenants from the Project Area as the situation requires in accordance with all federal regulations and those procedures developed in conjunction with D.E.D.

2.5 Except as otherwise provided in the Agreement, Developer shall not, without the prior written consent of D.E.D. which the Department may withhold in its sole discretion: (i) grant, suffer or permit any lien, claim or encumbrance upon the Project Area, any Block, or any portion thereof; (ii) permit or suffer any levy, attachment, claim or restraint to be made affecting the Project Area, any Block, or any portion thereof; or (iii) enter into any transaction not in the ordinary course of business of Developer, which materially or adversely affects Developer's ability to pay its debts as such may then exist or mature.

2.6 Developer shall not discriminate upon the basis of race, color, religion, sex, national origin or ancestry, age or handicap in the sale, lease, rental, use or occupancy of the Project Area or any improvements located or to be erected thereon or any part thereof, and shall utilize the Project Area solely for those uses permitted by the terms of the Agreement, the Redevelopment Plan, or both.

2.7 Developer agrees to comply with the terms of: (i) the Affirmative Action Plan, and (ii) the First Source Hiring Agreement.

### *Section III.*

#### *The City's Covenants, Representatives And Warranties.*

3.1 The City represents and warrants that it has authority under its home rule powers to execute, deliver and perform the terms of the Agreement.

3.2 The City shall use its best efforts after the effective date of the Agreement to acquire the Blocks contained in the Project Area and to consummate the sale of each Block to Developer.

3.3 The City shall convey to Developer title to each Block acquired subject to those terms and conditions as described in Section IV below.

### *Section IV.*

#### *Acquisition And Sale Of The Blocks In The Project Area.*

4.1 Generally. The City shall appraise, offer to purchase, and if necessary, institute

condemnation proceedings to acquire each Parcel within each Block of the Project Area, to assemble every Parcel within each Block, and subsequently convey each Block to Developer, in substantial conformity with the procedures described in this Section IV. Notwithstanding anything to the contrary, the City may not commence with its land acquisition activities pursuant to the Agreement until the occurrence of all of the following:

- (a) Approval of the Class 7 real estate tax assessment designation by the Office of Cook County Assessor;
- (b) Execution of the agreement between Developer and the Department of Sewers of the City as more particularly described in subsection 4.7 below;
- (c) The deposit by Developer of sufficient funds in the Escrow (as defined below) in accordance with the procedures described in subsection 4.2 below; and
- (d) Preliminary approval of the U.D.A.G. award from H.U.D. in accordance with the procedures described in subsection 4.10 below.

If conditions described in this subsection 4.1 are not achieved by October 14, 1988 (hereinafter referred to as the "Termination Date"), then the Agreement shall become null and void and the deposit referred to in subsection 4.6 below shall be returned to Developer by the City no later than October 31, 1988; provided, however, that the parties may choose, by written agreement executed by both parties no later than the Termination Date, to continue the term of the Agreement for one additional one hundred eighty (180) day period beyond the Termination Date. If the term of the Agreement is so extended by the parties, the City shall request updated appraisals to be completed with regard to each parcel of the Project Area, the cost of such appraisals paid solely by Developer. Once the new appraisals are completed, the parties shall renegotiate the purchase price for each Block described in subsection 4.2 below.

**4.2 Purchase Price.** Subject to all the terms, covenants and conditions of the Agreement, the City shall begin the simultaneous acquisition of each and every parcel within the Project Area and shall convey the Project Area to Developer at a fixed sum (hereinafter referred to as the "Purchase Price") for each Block as follows:

|             |               |
|-------------|---------------|
| Block 1(a): | \$ 655,500.00 |
| Block 1(b): | 3,029,100.00  |
| Block 1(c): | 1,500,750.00  |

Developer shall also pay the City compensation for the vacation of any streets and alleys located in the Project Area as more fully described on Exhibit "A" attached hereto and

made a part hereof. The compensation shall be determined by the City Council of the City upon presentation of a proper vacation ordinance. Additionally, Developer shall be solely responsible for the cost of removing or refurbishing any utilities located in the Project Area.

#### 4.3 Financing The Acquisition.

A. Developer shall, within ninety (90) days of the effective date, provide to the Commissioner of D.E.D. evidence of a commitment for equity capital and a commitment for adequate financing (collectively referred to as the "Commitment") in an amount not less than Twenty-five Million and no/100 Dollars (\$25,000,000.00). The Commitment shall be subject to the approval of the City and shall be issued by a reputable financial institution or other lender which is in good standing with the State of Illinois, possesses institutional funding capabilities up to \$50,000,000.00 and is satisfactory to the City in its sole discretion ("Lender"). The Commitment shall be in the form of a commitment letter with conditions precedent to Lender's and Developer's obligations thereunder which are commercially reasonable. In addition, the Commitment may contain conditions that are reasonable in the context of the Agreement, including, without limitation, conditions that: (1) the Class 7 real estate tax exemption is obtained; and (2) an agreement is reached between Developer and the Department of Sewers with regard to conveyance of that certain City property located on Block 1(a) of the Project Area.

#### B. Escrow.

- (i) Developer and the City, at the sole expense of Developer, shall establish an escrow or escrows ("Escrow") with Chicago Title and Trust Company or such other title company mutually agreeable to the parties (hereinafter referred to as the "Escrowee") which Escrow shall require in part that Developer, or Lender on behalf of Developer, deposit an unconditional, irrevocable letter of credit in the amount of Five Million One Hundred Eighty-five Thousand Three Hundred Fifty and no/100 Dollars (\$5,185,350.00). The form and content of the letter of credit deposited in Escrow shall be approved by the Office of Corporation Counsel of the City. Developer agrees that: (i) the letter of credit shall be deposited in Escrow ten (10) days before the City mails its offer letters to the owner(s) of the parcels located in the Project Area; and (ii) the letter of credit shall provide that the surety of said letter shall not cancel or refuse to deposit the letter in Escrow by the required date or to renew said letter without giving to the City written notice, by registered mail, of its intention to cancel or not to renew, at least thirty (30) days prior to such action. Failure on the part of Developer to renew the letter of credit as required by this subsection shall constitute a breach of Developer's obligations under the Agreement. In such event, the City may institute remedies in accordance with the provisions of subsection 6.4 below. Notwithstanding the above, Developer shall have the option to fund the land acquisition costs associated with the Project by an alternative funding source in lieu of drawing on the letter of credit deposited in Escrow described above. In such event, as parcels are acquired by the City using funds from Developer's alternative financing sources, Developer shall be allowed to



reduce the letter of credit deposited in Escrow by the appropriate amount of each payment that Developer makes from its alternative financing source; provided, however, that any payment of statutory interest resulting from the payment of any condemnation award shall in no event serve to reduce the letter of credit deposited in Escrow.

- (ii) In the event the City shall acquire any parcel by purchase, the City shall deliver written notice to Developer within ten (10) days prior to the date of the anticipated closing. Developer shall have five (5) days upon receipt of notice to draw the pertinent amount of funds from the letter described in subsection (i) above or an alternative funding source available to Developer and deposit said amount in the Escrow. In the event the City acquires the parcel through eminent domain proceedings, the Escrowee shall, upon receipt of a certified copy of the Judgment Order from the City, issue a check payable to the Cook County Treasurer in the amount of the award plus costs and statutory interest, and shall deliver the check to the City within 45 days of the date of Judgment. Developer shall be solely responsible for the payment of any interest resulting from the payment of a condemnation award. Within ten (10) days of the date of the deposit of the condemnation award with the Cook County Treasurer, Developer shall deposit with the Escrowee an amount equal to the statutory interest paid to the Treasurer as a result of the condemnation award, it being the intent of the parties that the payment of statutory interest shall be in addition to the Purchase Price stated in subsection 4.2 below. As the City acquires parcels of the Project Area pursuant to the terms of the Agreement, it shall deposit the deed for each respective parcel in Escrow in favor of Developer.
- (iii) In the event the City's total acquisition costs for the Project Area are less than the net Purchase Price representing the three blocks of the Project Area, the City shall receive any such excess amount by requesting such by written notice to Developer. Developer shall, within 45 days of its receipt of notice from the City, draw on the letter described in subsection (i) above or on an alternative funding source available to Developer and deposit the funds with the Escrowee. If the City's acquisition costs exceed the net Purchase Price, the City shall bear the additional expense.
- (iv) In the event of any conflict between the terms of the Escrow and the Agreement, the terms of the Agreement shall prevail.

4.4 Developer's Obligation to Relocate Existing Businesses, Owner Occupants and Tenants. Before the City conveys title to any Block to Developer, the parties shall ensure that all businesses, owner occupants and tenants occupying the Block before conveyance shall be relocated to other areas of the City. In order to achieve this objective, the parties agree to comply with all federal regulations and those procedures developed in conjunction with D.E.D. and the City's Department of Housing ("D.O.H."). The D.O.H. shall be solely responsible for the administration of the relocation program described in this subsection. Developer shall establish an escrow ("Relocation Escrow") with Chicago Title and Trust

Company or such other title company mutually agreeable to the parties in which Developer (or the Lender on Developer's behalf) shall deposit funds in an amount sufficient to cover all relocation expenses. Developer shall be solely responsible for the payment of all relocation expenses in accordance with any and all applicable provisions of federal, state and local laws, ordinances and regulations, including, but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

Developer shall be initially required to deposit funds, or if the parties deem it appropriate, a letter of credit, in the aggregate amount of Three Hundred Thousand and no/100 Dollars (\$300,000.00) in the Relocation Escrow in accordance with the following procedures:

- (a) Within twenty (20) days of the date upon which the City conveys the deed of a given Block of the Project Area to Developer, if the D.O.H. determines that any existing businesses, owner occupants and tenants must be relocated from such Block, the D.O.H. shall deliver written notice of such necessity for relocation to Developer.
- (b) Within twenty (20) days of the date Developer receives the notification described in (a) above from the City, Developer shall deposit funds or, in the alternative, an unconditional, irrevocable letter of credit, in the amount of One Hundred Thousand and no/100 Dollars (\$100,000.00) in the Relocation Escrow, said deposit to be utilized by the City to cover any and all relocation expenses associated with the particular Block in question.
- (c) If, during the administration of the relocation program, the City discovers that the relocation costs associated with a particular Block of the Project Area shall exceed \$100,000.00, the City shall make immediate written demand of Developer to deposit any additional funds which the City deems necessary to properly complete the relocation program. Developer shall deposit said additional sums in the Relocation Escrow no later than thirty (30) days from the date it receives notification from the City.
- (d) If, upon completion of the relocation program with regard to every Block of the Project Area, the total relocation costs expended pursuant to this subsection are less than the aggregate sum of \$300,000.00, the City shall instruct the Escrowee to refund to Developer any such excess sums remaining in the Relocation Escrow.

#### 4.5 Conveyance Of Parcel.

A. Form of Deed. Once the City assembles all of the parcels constituting each Block and all persons and businesses have been relocated from the site, it shall convey to Developer fee simple title to the Block by quitclaim deed substantially in the form attached hereto as Exhibit \_\_\_\_\_ ("Deed"). The conveyance and title shall, in addition to the provisions of the Agreement, be subject to:

1. Covenants and restrictions set forth in the Deed.
2. The Redevelopment Plan affecting the Project Area.
3. The standard exceptions in an ALTA insurance policy.
4. Taxes for the current year.
5. Easements of record and not shown of record.
6. Such defects which cannot reasonably be cured but will not affect the use, marketability and insurability of the Block.
7. Title objections caused by Developer.

B. Additional Closing Documents. At the closing for each block, the parties shall deliver to each other the following:

(i) Developer's documents:

- (a) A certificate of good standing and a certificate of incumbency for Developer.
- (b) A corporate resolution from Developer authorizing the acceptance of the conveyance.
- (c) An ALTA statement.
- (d) The Disclosures.
- (e) The opinion of Developer's counsel, dated as of the date of closing, addressed to the City and to the effect, subject to necessary assumptions and qualifications, that:

(1) Developer is an Illinois corporation validly existing under the laws of the State of Illinois with full power and authority to serve as Developer for the purposes of the Agreement;

(2) To the best of counsel's knowledge, the execution and performance of the Agreement will not violate any existing order, decree, indenture, agreement, mortgage, lease, note or other obligation or instrument to which Developer is a party or by which it is bound;

(3) To the best of counsel's knowledge, there is no litigation or proceedings pending or, threatened against or involving Developer which would affect its ability to

consummate the transactions and fulfill its obligations as contemplated by the Agreement;

(4) The Agreement constitutes legal, valid and binding obligations of Developer as enforceable in accordance with its respective terms; and

(5) To the best of counsel's knowledge, as of the date of the conveyance of the Deed, no approval, consent or authorization, not already obtained, of any governmental or public agency or authority is required in connection with Developer entering into and performing its obligations under the Agreement.

ii) The City's Documents:

(a) The Deed.

(b) A certified copy of the ordinance adopted by the City Council of the City authorizing the City to enter into and perform the Agreement and to execute the Agreement and all other documents necessary to carry out the transactions provided for in the Agreement.

(c) An ALTA statement.

(d) The opinion of counsel for the City, dated as of the date of closing, addressed to Developer and to the effect that:

(1) The City is a municipal corporation validly existing under the laws of the State of Illinois with full power and authority to sell and convey each Block of the Project Area to Developer;

(2) The Agreement and all documents required to be delivered by City to Developer have been duly executed and delivered by the appropriate representatives of the City and such execution and delivery have been duly authorized;

(3) To the best of counsel's knowledge, the execution and performance of the Agreement and all documents required to be delivered by the City to Developer will not violate any existing order, decree, indenture, agreement, mortgage, lease, note or other obligation or instrument to which the City is a party or by which it is bound;

(4) There is no litigation or proceedings pending or, to the best of counsel's knowledge, threatened against or involving the City which would affect the City's ability to consummate the transactions contemplated by the Agreement;

(5) The Agreement and all documents required to be delivered by the City to Developer constitute legal, valid and binding obligations of the City enforceable in accordance with their respective terms; and

(6) To the best of counsel's knowledge, no approval, consent or authorization, not already obtained, of any governmental or public agency, authority, instrumentality or officer is required in connection with the City entering into and performing its obligations under the Agreement.

C. Title Insurance. Concurrently with the conveyance of each Block to Developer, the City, at Developer's sole expense, shall provide to Developer, a policy of title insurance from the Chicago Title Insurance Trust Company or other title company mutually agreeable to the parties ("Title Company"), consisting of an Owner's Policy Alta Form B (1987), dated as of the date of conveyance of the Block to Developer in an amount representing the purchase price for each Block, insuring the title of Developer with regard to the Block, subject only to the reservations and exceptions provided in this Section IV.

D. Real Estate Taxes. The City shall take all appropriate steps to secure the waiver of general real estate taxes to the date of the delivery of the Deed. Developer shall be responsible for real estate taxes accruing after the conveyance of said Deed.

E. Recordation of Deed. Developer shall promptly file the Deed for recordation with the Office of the Recorder of Deeds of Cook County, Illinois. Developer shall pay all such recording costs.

4.6 Good Faith Deposit. Developer shall deposit with the City two letters of credit in the amount of One Hundred Thousand and no/100 Dollars (\$100,000.00) and Four Hundred Eighteen Thousand Five Hundred Thirty-five and no/100 Dollars (\$418,535.00) respectively, (collectively referred to as the "Deposit") as security for the performance of its obligations under the Agreement, which Deposit is to be retained by the City until completion of the Project. The form and content of such letters constituting the Deposit shall be approved by the Office of the Corporation Counsel of the City. Each and every letter of credit required of Developer by this subsection shall contain a provision that the surety of said letter of credit shall not cancel or refuse to renew the letter without giving to the City written notice, by registered mail, of its intention to cancel or not to renew, at least thirty (30) days prior to such action.

4.7 Class 7 Tax Assessment Certification. Concurrent with the execution of the Agreement, the City shall utilize its best efforts to obtain a Class 7 real estate tax assessment certification affecting the Project Area. D.E.D. shall promptly prepare an enabling ordinance for approval by the City Council of the City containing in part a legal description and a narrative description of the Project Area and authorizing an application for Class 7 designation to be undertaken by the City to be directed to the Office of Cook County Assessor.

4.8 Developer's Contractual Agreement to Acquire Certain Department of Sewer Property. Developer and the City of Chicago Department of Sewers ("D.O.S.") shall enter into an agreement whereby Developer shall acquire from the City that certain real estate located on Block 1(a) in the City. Developer agrees to relocate any D.O.S. facilities located on the above-described premises to an alternative site acceptable to D.O.S. in its sole discretion. Developer agrees to pay any and all costs incurred by D.O.S. in conjunction with the relocation of D.O.S. facilities to an alternative site.

4.9 Planned Development. The Commissioner of D.E.D. shall take all appropriate steps consistent with the City's Zoning Ordinance, Chapter 194A, Municipal Code of Chicago, to recommend that a planned development ("Planned Development") affecting the Project Area be approved by the City's Plan Commission and if so approved, adopted by the City Council of the City. The Commissioner, with the assistance of Developer, shall cooperate in any proceedings with regard to the Planned Development and shall make witnesses available and furnish any information as required by the Plan Commission and the City Council.

4.10 Urban Development Action Grant. The City shall use its best efforts to apply for an U.D.A.G. from the United States Department of Housing and Urban Development by the scheduled submission date for grant applications of July 31, 1988, and shall undertake any necessary actions to obtain preliminary approval of the U.D.A.G. award from H.U.D. by October 7, 1988. The parties agree that the submission of an application for an U.D.A.G. award shall be based on Developer's representations with regard to the accuracy of any and all statements made by or on behalf of Developer with regard to the grant application and on Developer's efforts to strictly adhere to any and all procedures required by the City with regard to the U.D.A.G. program.

4.11 C.D. Float Loan. The City, as recipient of Community Development Block Grant funds, shall consider using available but unexpended C.D. Float Funds for a low interest loan ("C.D. Float Loan") to Developer with regard to land acquisition and construction costs associated with the Project. The C.D. Float Loan shall serve to cover a gap in Developer's land acquisition and construction costs concerning the Project estimated to be One Million and no/100 Dollars (\$1,000,000.00). The C.D. Float Loan shall be evidenced by the demand promissory note of Developer, shall be secured by an unconditional, irrevocable letter of credit issued to the City in the principal amount of the loan and by other collateral which the City shall require in its sole discretion. The principal balance due under the C.D. Float Loan shall be due and payable to the City on such date as agreed to by the parties; provided, however, if the C.D. Float Funds are legally required by the City for expenditures associated with existing or future Community Development Block Grant programs, the C.D. Float may be immediately called by the City. Additionally, the principal balance due under the C.D. Float Loan shall bear interest from the loan closing date until the due date of the loan, with accrued interest payable on a monthly basis to the City. Failure on the part of Developer to comply with the provisions of this Subsection 4.11 shall constitute a breach of Developer's obligations under the Agreement. In such event, the City may institute remedies in accordance with the provisions of Subsection 6.4 below.

#### *Section V.*

##### *Construction Of The Improvements Constituting The Project.*

5.1 Generally. Developer agrees that the Project Area shall be solely devoted to the development of labor intensive, light industrial, distributive and commercial facilities as

more fully described on Exhibit \_\_\_\_\_ attached hereto. The construction and operation of any residential housing and Class A office facilities is specifically prohibited within the Project Area.

5.2 Demolition by Developer. As the last business, occupant or tenant of any parcel is relocated pursuant to the provisions described in Subsection 4.6 above, the City shall notify Developer of same by written notice. Developer, upon receipt of said notice, shall promptly begin to demolish any existing structures located on the parcel and shall complete demolition within ten (10) days from its receipt of notice from the City; provided, however, that Developer shall not be obligated to demolish that structure presently improving the premises commonly described as 14 North Peoria Street ("Structure"). In the event that Developer elects to rehabilitate the Structure, it shall immediately undertake any and all necessary efforts to secure the building upon the receipt of notice from the City described in this subsection. Within ninety (90) days of the receipt of notice from the City, Developer shall be obligated to begin its restoration and rehabilitation efforts with regard to the Structure, subject to delays due to adverse weather conditions. The Structure shall be rehabilitated in accordance with those site plans and plans prepared by Developer and approved by the City in accordance with the procedures contained in Subsection 5.3 below. Developer, at its sole cost and expense, shall be responsible for any and all demolition, grading, compaction or other services necessary to permit construction of the Project.

Each Block of the Project Area shall be conveyed to Developer with no warranty, express or implied, by the City as to the condition of the soil, its geology, or the presence of known or unknown faults. It shall be the sole responsibility of Developer, at its sole expense, to investigate and determine the soil conditions existing in the Project Area. If the soil conditions are not in all respects entirely suitable for the use or uses to which the Project Area shall be utilized, then it shall be the sole responsibility and obligation of Developer to take such action as may be necessary to place the soil conditions of the Project Area in a condition entirely suitable for the intended Project.

### 5.3 Submission Of Construction Plans And Proposed Budget.

(a) Construction Plans. Developer shall construct the Project in a configuration substantially identical to the site plans ("Site Plans") approved by D.E.D. and depicted on Exhibit \_\_\_\_\_ attached hereto and in accordance with those construction documents based on the Site Plans containing working drawings and specifications (hereinafter referred to as the "Plans") submitted by Developer to the City of Chicago Department of Inspectional Services ("D.I.S."). The Plans shall conform to the terms of the Agreement, the Redevelopment Plan as amended from time to time, and all applicable state and local laws, ordinances and regulations.

Developer shall submit its Plans with regard to the construction of improvements on each Block of the Project Area to D.I.S. within forty-five (45) days from the date of delivery of the respective Deed for each Block by the City to Developer, with a copy of said Plans delivered to D.E.D. Upon submission of the Plans to D.I.S., said Department shall have ninety (90) days with which to approve or reject said plans. If D.I.S. rejects the Plans, Developer shall have sixty (60) days in order to prepare plans consistent with the requirements of D.I.S. and resubmit them to the Department for approval. Developer shall \_\_\_\_\_

notify D.E.D. within five (5) days of the approval of the Plans and the issuance of the building permit by D.I.S.

Any subsequent amendment to the Plans must be simultaneously submitted to D.E.D. for its review and to D.I.S. for its approval, which approval shall not be unreasonably withheld or delayed.

(b) Budget. Within thirty (30) days subsequent to the issuance of the building permit by D.I.S., Developer shall submit to D.E.D. for its approval a written budget setting forth the projected and anticipated construction and redevelopment costs in detail and describing the sources of funds to pay such costs.

5.4 Limited Applicability of Department's Approval. Any approvals of the Site Plans, the Plans, or both, made by D.E.D. are for the purposes of the Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance of the City nor does any approval by D.E.D. pursuant to the Agreement constitute approval of the quality, structural soundness or the safety of the improvements constituting the Project. The City, however, agrees to assist Developer in expeditiously obtaining approvals for building permits, driveways, and median cuts affecting the Project Area.

5.5 Capital Improvements. The City shall undertake the construction of certain street improvements affecting the Project Area in the aggregate amount of One Million Five Hundred Thousand and no/100 Dollars (\$1,500,000.00). The plans, specifications and estimates for the construction of the street improvements shall be developed in accordance with those certain specifications for road and bridge construction adopted by the State of Illinois on October 1, 1983. Developer shall be solely responsible for the payment of all costs incurred by the City with regard to the development of said plans, specifications and estimates.

The proposed street improvements shall consist in part of the reconstruction of the existing pavement along the West Madison Street and Peoria Street right of way located in the Project Area, as well as the widening of West Madison Street and the incorporation of a median and landscaping affecting such street. The improvements shall also include sidewalk removal, concrete curb and gutter removal, pavement removal, removal of existing structures, the construction of portland cement concrete base course, portland construction of new storm sewer, bituminous concrete binder and surface course, portland cement concrete sidewalk and driveways, and all other pertinent collateral work necessary for the completion of the street improvements. All plans and specifications concerning the street improvements shall be approved by the D.E.D. and other departments of the City as the situation requires. Any changes with regard to the above plans and specifications shall have the prior written approval of the Commissioner of D.E.D.

The City shall begin construction of the above-described street improvements six (6) months following the conveyance by the City to Developer of the first Block of the Project Area assembled by the City in accordance with the provisions of the Agreement, and the approval of construction plans by the City with regard to the construction of the street improvements, whichever event is later. The construction timetable described in this



paragraph is subject to delays caused by inclement weather and other construction delays beyond the control of the City described in subsection 6.3 below.

5.6 Access to the Project Area. Any duly authorized representative of the City shall, at all reasonable times, have access to each and every Block, before and after closing, for the purpose of confirming Developer's compliance with the Agreement, the Redevelopment Plan, or both.

5.7 Time for Commencement and Completion of the Project. The construction of the Block 1a improvements shall be commenced by Developer within nine (9) months after the date of delivery of the Deed to said Block by the City to Developer. Developer shall be obligated to commence construction of the improvements on Blocks 1b and 1c within nine (9) months after the date of delivery of the Deed for each respective Block by the City to Developer, but in any event, no later than three months after the City issues its certificate with regard to the Block 1a improvements; provided, further, if the City is unable to convey to Developer the Deed for Block 1a or if Developer for whatever reason beyond its control is unable to commence and complete construction of the Block 1a improvements according to the time frame anticipated in this subsection, then Developer shall commence construction of the Block 1b and 1c improvements within nine (9) months of the later of: (i) the date of delivery of the Deed to each respective Block by the City to Developer, and (ii) notification to the D.E.D. from Lender that Lender has approved the commencement of construction on that Block. Except as otherwise provided, construction of the entire improvements constituting the Project shall be completed within twenty-four (24) months of conveyance of the last Block of the Project Area, but in any event no later than sixty (60) months from the effective date of the Agreement.

Developer agrees for itself, its successors and assigns, and every successor in interest to the Project Area, any Block, or any part thereof, and the Deed for each Block shall contain covenants on the part of Developer for itself and its successors and assigns, that Developer, its successors and assigns, shall promptly begin and diligently complete the Project within the period specified in this subsection 5.7 and in accordance with the Plans approved by D.I.S. pursuant to subsection 5.3(a) above. It is intended and agreed, and the Deed for each Block shall so expressly provide, that these agreements and covenants shall be covenants running with the land, binding for the benefit of the community and the City, and enforceable by the City against Developer, its successors and assigns to or of the Project Area, any Block or any part thereof or any interest therein.

5.8 Certificate of Completion. Upon completion of the construction of the Project improvements on each respective Block of the Project Area in accordance with the approved Plans, the Agreement and the Redevelopment Plan, the City, at the written request of Developer, shall furnish Developer with an appropriate certificate of completion ("Certificate"). The Certificate shall be a conclusive determination of satisfaction and termination of the covenants in the Agreement and the Deed for each Block with respect to the obligations of Developer and its successors and assigns to construct the Project. The Certificate, however, shall not constitute evidence that Developer has complied with any applicable provisions of federal, state and local laws, ordinances and regulations with regard to the construction or completion of the Project. The Certificate shall be in recordable form. Upon written request by Developer for the Certificate, the City shall, within thirty (30) days after receipt of the same, undertake an inspection of the Block in

question and thereafter provide Developer either with the Certificate or a written statement indicating in adequate detail how Developer has failed to complete the construction of the Project in conformity with the Redevelopment Plan, the Agreement, and the Plans, or is otherwise in default, and what measures or acts will be necessary, in the sole opinion of the City, for Developer to perform in order to obtain the Certificate. Developer shall have ninety (90) days to correct any such nonconformity or default. Upon compliance with the City's requirements, Developer shall resubmit a written request for a Certificate from the City.

#### 5.9 Prohibition Against Transfer Of Parcel.

(a) Prior to the completion of the Project as certified by the City, Developer or its successors in interest shall not, without the prior written consent of the City: (a) sell or convey the Project Area, any Block or any part thereof, (b) create any assignment with respect to the Agreement, the Project Area, any Block, or any part thereof, or (c) contract or agree to: (1) sell or convey the Project Area, any Block, or any part thereof, or (2) create any assignment with respect to the Agreement, the Project Area, any Block, or any part thereof. The provisions of this paragraph (a) shall not limit Developer's rights under paragraphs (b)-(d) of this subsection 5.9.

(b) Permitted Transfers. Developer has informed the City that Developer may obtain unrelated investors to participate in the ownership of the Project. The City agrees that Developer may at any time and from time to time transfer, sell or cause to be transferred or sold in any manner any interest in the Project or the Project Area, provided that: (i) after any such transfer or sale, Developer shall remain in ownership and have control of the management of the Project and the Project Area; (ii) the transfer or sale does not create a conflict of interest in violation of any law, ordinance, regulation or executive order; (iii) in connection with such transfer or sale there is made to the City such economic disclosures as are required by applicable law; and (iv) such sale or transfer does not allow Developer to remove funds earmarked for the Project.

(c) Build to Suit Improvements. Notwithstanding the provisions listed in subsections 5.9(a) above, Developer may convey title to any Block of the Project Area to an unrelated entity with which it has contracted to construct particular "build to suit" improvements; provided, however, that: (i) Developer must promptly notify D.E.D. of the existence of any such contract; (ii) any deviation in construction from the improvements anticipated by the Plans described in subsection 5.3(a) above must be approved in writing by D.E.D. and D.I.S.; and (iii) conveyance of title to the Block in question must occur subsequent to the completion of the improvements and to the issuance by the City of its Certificate.

(d) Prior to the completion of the Project as certified by the City, neither Developer nor any successor in interest to the Project Area, any Block or any part thereof, shall engage in any financing or other transaction the effect of which creates an encumbrance or lien upon the Project Area; provided, however, that Developer, after receiving the prior written consent of the City, shall be permitted to obtain financing solely for the following purposes: (1) to obtain a mortgage and any additional funds to the extent necessary for completing Project, or (2) to secure funds necessary for the payment of architect, surveyor, legal and title fees in connection with the Project.

(e) The parties agree, and the Deed for each Block shall so expressly provide, that the covenants provided in paragraphs (a)--(d) of this subsection 5.9 shall be covenants running with the land, binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by the City, and any successor in interest to the Project Area, any Block or any part thereof, and the owner of any other land (or of any interest in such land) in the Redevelopment Area which is subject to the land use requirements and restrictions of the Redevelopment Plan.

#### 5.10 Mortgagees Not Obligated To Construct.

Notwithstanding any of the provisions of the Agreement, the holder of any mortgage authorized by the Agreement (including any holder who obtains title to the Project Area, any Block or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including: (a) any other party who thereafter obtains title to the Project Area or such part from or through such holder, or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of the Agreement to construct or complete the construction of the Project or to guarantee such construction or completion, nor shall any covenant or any other provision in the Deed for any Block be construed to so obligate such holder. Nothing in this subsection 5.10 or any section of the Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project Area, any Block or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or permitted in the Redevelopment Plan and the Agreement.

5.11 City's Fee. Developer shall pay to the City, during the construction of the Project, an administrative fee in the amount of Sixty Thousand and no/100 Dollars (\$60,000.00), payable in installments according to the following schedule:

| Date             | Payment  |
|------------------|----------|
| October 14, 1988 | \$20,000 |
| April 14, 1989   | \$20,000 |
| October 11, 1989 | \$20,000 |

### Section VI.

#### *Performance.*

6.1 Cancellation of City's Obligations. The City represents that it shall employ its best efforts in undertaking the performance of its obligations under the Agreement. The City is completely excused from performance of its contractual obligations, however, if it fails to acquire any parcel of the Project Area due to circumstances beyond the City's control,

including, but not limited to, an adverse ruling by any court of law concerning eminent domain proceedings with regard to any parcel of the Project Area. If the City's obligations are cancelled in accordance with the provisions of this subsection 6.1, the parties may invoke such remedies contained in subsection 6.4(D) below as may be appropriate.

6.2 Time of the Essence. Time is of the essence of the Agreement.

6.3 Enforced Delay in Performance. Neither the City, Developer, or any successor in interest to Developer, shall be considered in breach of its obligations with respect to the preparation of the Project Area for redevelopment, or the commencement and completion of construction of the Project, in the event of enforced delay in this performance of such obligations due to unforeseeable causes beyond such party's control and without such party's fault or negligence, including but not restricted to, delays or halts in acquisition of any parcel or Block by the City, as long as the City is diligently prosecuting eminent domain proceedings with regard to said parcel or Block. Neither party shall be considered in breach due to enforced delays in performance which are compelled by court order, acts of God, acts of the public enemy, acts of the United States government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, delays in freight, embargoes, and unusually severe weather or delays of subcontractors due to such cause. The time for the performance of the obligations shall be extended only for the period of the enforced delay if the party seeking the extension shall request in it writing of the other party within twenty (20) days after the beginning of any such enforced delay.

6.4 Breach.

A. Generally. Except as otherwise provided in subsection 6.4(D) of the Agreement, in the event of default by any party or its successor in interest in the performance of its obligations under the Agreement, such party or successor, upon written notice from the other, shall proceed to immediately cure or remedy such default but, in any event, not later than sixty (60) days after receipt of such notice. In the event such action is not diligently pursued or the default not cured within a reasonable time, the aggrieved party may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy such default, including but not limited to, proceedings to compel specific performance by the party in default of its obligations. Additionally, in the event of a breach of the Agreement by Developer, the City may suspend its acquisition activities with regard to the Blocks until such breach is cured by Developer to the sole satisfaction of the City.

B. Developer's Default. Notwithstanding the provisions of paragraph A of this subsection 6.4, if, from the effective date of the Agreement until each and every Certificate is issued by the City in accordance with the provisions described in subsection 5.8 above, Developer defaults in any specific manner as described within this paragraph B, the City may immediately terminate the Agreement and institute any action or proceeding at law or in equity against Developer. For purposes of this paragraph B, "default" shall be defined as:

- (a) Any warranty, representation or statement made or furnished by Developer which proves to have been false, materially misleading or breached in any material respect when made or furnished;
- (b) The failure to make escrow deposits of funds as provided in paragraph B(i) of subsection 4.3 above, and such failure is not cured within twenty (20) days; and
- (c) Developer's involuntary dissolution, termination of existence, insolvency, appointment of a receiver for any part of its assets, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, Developer.

C. Prior to Conveyance. If, prior to the acquisition of any parcel of the Project Area by the City, Developer: (a) in violation of the Agreement, assigns or attempts to assign the Agreement or any rights hereunder, or (b) fails to perform its contractual obligations described in subsection 4.3 above; then the Agreement and any rights that Developer derives from the Agreement may be terminated by the City at its sole discretion. If the City chooses to terminate the Agreement, it shall have the right to retain the Deposit described in subsection 4.6 above. Developer shall be entitled to no deduction, offset or recoupment of this sum. The retention of the Deposit by the City shall not defeat any additional rights and remedies which the City may possess under the terms of the Agreement.

D. During Acquisition Until Conveyance.

1. Default by Developer. If, during the time period in which the City begins to acquire parcels of a given Block of the Project Area until the conveyance of said Block to Developer by the City, Developer: (a) in violation of the Agreement, assigns or attempts to assign the Agreement or any rights hereunder, (b) fails to pay the Purchase Price for any Block and accept title to the Block upon proper conveyance by the City, or (c) fails to develop Plans consistent with the procedures outlined in this subsection or subsection 5.3 above; then the Agreement and any rights that Developer derives from the Agreement may be terminated by the City at its sole discretion. If the City elects to terminate the Agreement, the City shall have no further obligation to convey any Block of the Project Area to Developer or to perform any of its contractual obligations under the Agreement. With regard to those parcels and Blocks of the Project Area acquired by the City but not conveyed to Developer, the City shall undertake any and all reasonable efforts to convey said property to a purchaser approved by the Commercial District Development Commission and the City Council and in accordance with all applicable federal, state and local laws, ordinances and regulations and consistent with the objectives of the Redevelopment Plan. Said purchaser shall be willing to assume the obligation of completing the Project to the sole satisfaction of the City and in accordance with the uses specified for the Project Area in the Redevelopment Area.

Upon the resale of any Parcel by the City in accordance with this paragraph (1) of this subsection 6.4(D), the proceeds shall be utilized to reimburse the City for:

- a. Costs and expenses incurred by the City, including, but not limited to, salaries of personnel in connection with the recapture, management, and resale of the parcels (but less any income derived by the City from the parcels in connection with such management);
- b. All taxes, assessments, and water and sewer charges with respect to the parcels;
- c. Any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of Developer, its successors or transferees;
- d. Any expenditures made or obligations incurred with respect to construction or maintenance of any Project improvements; and
- e. Any amounts otherwise owing to the City by Developer, its successors or transferees.

Developer shall be entitled to any surplus proceeds not utilized in meeting the expenses of the City described in subparagraphs (a)--(e) above.

In addition, if the City chooses to terminate the Agreement, it shall have the right to retain the Deposit described in subsection 4.6 above. Developer shall be entitled to no deduction, offset or recoupment of this sum. The retention of the Deposit by the City shall not defeat any additional rights and remedies which the City may possess under the terms of the Agreement.

## 2. Default By City.

(a) If the City fails to tender conveyance of the Deed of any Block or possession of any Block as provided in the Agreement, then the Agreement may be terminated by Developer; provided, however, that Developer shall not be permitted to terminate the Agreement if the City is able to demonstrate that it is actively pursuing acquisition of the subject parcels. Notwithstanding the above, Developer may elect to terminate the Agreement if the City is unable to acquire possession of a subject Block and convey said Block to Developer two years beyond the time frame anticipated in Section IV of the Agreement.

(b) If Developer chooses to terminate the Agreement, the City shall be under no further obligation to convey any Block of the Project Area to Developer or to perform any of its contractual obligations under the Agreement. With regard to those parcels of the Project Area acquired by the City but not conveyed to Developer, the City shall undertake any and all reasonable efforts to convey said property to a purchaser approved by the Commercial District Development Commission and the City Council and in accordance with all applicable federal, state and local laws, ordinances and regulations and consistent with the objectives of the Redevelopment Plan. Said purchaser shall be willing to assume the obligation of completing the Project to the sole satisfaction of the City and in accordance with the uses specified for the Project Area in the Redevelopment Plan. The City shall reimburse to Developer that amount of money realized from the sale of any parcels. Notwithstanding anything to the contrary, in the event the City defaults in any of its

contractual obligations described in paragraph 2(a) above of this subsection 6.4(D), the City shall employ its best efforts to sell those parcels acquired by the City but not conveyed to Developer to a purchaser meeting the approval of the D.E.D. no later than two (2) years from the date upon which the City defaults in its obligations. If, after the expiration of the two year period, the City has not conveyed the property to any purchaser meeting its approval, the City shall pay to Developer an amount representing the aggregate acquisition costs of the parcels in question as liquidated damages; provided, however, that the payment of statutory interest incurred as a result of acquiring a parcel through condemnation proceedings shall not be included in the aggregate acquisition costs. In such event, the City shall have uncontested fee simple ownership of said parcels free and clear of any claims that may be asserted against the parcels by Developer.

(c) If the City acquires one or more parcels of a Block within the Project Area but is unable to complete acquisition of the entire Block, the parties may agree to continue performance of the Agreement. Upon written request from Developer, the City shall convey to Developer any parcels of the Project Area in the City's possession which shall be utilized by Developer in redeveloping the Project Area. If the parties agree to continue performance of the Agreement in accordance with the provisions of this subparagraph 6.4(D) (2) (c), then Developer shall submit Site Plans and Plans with regard to those parcels conveyed by the City to Developer for approval by the City in accordance with the procedures outlined in subsection 5.3 above.

(d) If Developer elects to exercise the option set forth in subparagraph (c) above, then the net purchase price for the parcels that shall be conveyed to Developer by the City shall be the aggregate cost expended by the City in acquiring said parcels.

3. Remedy. Notwithstanding anything to the contrary described in subsection 6.4(A) above, the remedies described in this subsection 6.4(D) shall be the sole, exclusive remedies available to the parties in the event of the occurrence of any breach described in this subsection 6.4(D).

4. Not Applicable. Notwithstanding any provision of this subsection 6.4(D), in the event the City shall assemble each and every parcel of a given Block and convey said Block to Developer, the Purchase Price for said Block shall be that amount described in subsection 4.2 above.

#### E. After Conveyance.

1. Revesting of Title. If, subsequent to the conveyance of any Block of the Project Area to Developer and prior to completion of the Project improvements on said Block as certified by the City, Developer or its successor in interest shall:

- (a) Fail to develop Plans consistent with the procedures outlined in subsection 5.3 above with regard to the construction of improvements on said Block; or
- (b) Default in fulfilling its obligations with respect to the construction of the Project (including the nature of and the dates for the beginning and completion thereof) or shall abandon or substantially suspend construction work, and such default,

violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months of the date Developer receives written demand by the City to cure such default; or

- (c) Fail to pay real estate taxes or assessments on the Block or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by the Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien or any other unauthorized encumbrance or lien to attach to the Block or any part thereof, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal or discharge within sixty (60) days after written demand by the City to remove such lien or encumbrance; or
- (d) In violation of the Agreement, transfer the Block or any part thereof, change the ownership from that identified in that certain Redeveloper's Statement for Public Disclosure by Developer dated \_\_\_\_\_ without proper notice to the City, or change the identity of the parties in control of Developer or the degree of control thereof except as permitted in subsection 5.9 above, and such violation shall not be cured within sixty (60) days after written demand by the City to Developer;

then the City shall have the right to re-enter and take possession of the Block, to terminate the estate conveyed by the Deed to said Block to Developer and revest title in said Block of the Project Area with the City. The intent of this and similar provisions of the Agreement shall be that the conveyance of each Block of the Project Area to Developer is made upon, and that the Deed to each Block shall contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by Developer specified in subparagraphs (a), (b) and (c) of this paragraph E of subsection 6.4, failure on the part of Developer to remedy or abrogate such default, failure, violation or other action or inaction within the period and in the manner stated in such subdivision, the City, in its sole discretion, may terminate Developer's right of title and all other rights and interests in and to each Block conveyed by its corresponding Deed to Developer, and that such title and all rights and interests of Developer and its assigns or successors in interest to and in each Block of the Project Area shall revert to the City; provided, however, that such condition subsequent and the reversion of title as a result thereof in the City shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by the Agreement for the protection of the holders of such mortgages.

The exercise by the City of its right of re-entry shall in no manner preclude the City's right to retain the Deposit described in subsection 4.6 above. Developer shall be entitled to no deduction, offset or recoupment of this sum.



2. Resale of the Project Area. Upon the revesting in the City of title to any Block in the Project Area as provided in subparagraph (1) above of this subsection 6.4(E), the City shall employ its best efforts to resale the Block or any part thereof (subject to the mortgage liens described in subparagraph (1) above), in accordance with all applicable federal, state and local laws, ordinances and regulations and consistent with the objectives of the Redevelopment Plan. The Blocks of the Project Area shall be conveyed to a qualified and financially responsible party or parties (as solely determined by the City) who shall assume the obligation of completing the Project to the sole satisfaction of the City and in accordance with the uses specified for the Project Area in the Redevelopment Plan.

3. Disposition of Resale Proceeds. Upon the resale of any Block or any part thereof by the City, the proceeds shall be utilized to reimburse the City for:

- a. Costs and expenses incurred by the City, including, but not limited to, salaries of personnel in connection with the recapture, management, and resale of any Block or any part thereof (but less any income derived by the City from any Block or part thereof in connection with such management);
- b. All taxes, assessments, and water and sewer charges with respect to any Block or any part thereof;
- c. Any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of Developer, its successors or transferees;
- d. Any expenditures made or obligations incurred with respect to construction or maintenance of any Project improvements constructed on the Block or any part thereof; and
- e. Any amounts otherwise owing to the City by Developer, its successors or transferees.

Developer shall be entitled to any surplus proceeds not utilized in meeting the expenses of the City described in subparagraphs (a)--(e) above, up to an amount equal to: (i) the sum of the Purchase Price paid by Developer for the Block and the cash actually invested by Developer in constructing the Project improvements on the Block, less (ii) any gains or income withdrawn or earned by Developer from the Block or any part thereof. Any remaining balance after such reimbursement to Developer shall be retained by the City.

6.5 No Waiver by Delay. Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City and Developer should still hope otherwise to resolve the problems created by the default involved). No waiver in fact made by the City with respect to any specific default by Developer should be considered or treated as a waiver of the rights of the City with respect to any other defaults by Developer or with respect to the particular default

except to the extent specifically waived in writing. No waiver in fact made by developer with respect to any specific default by the City should be considered or treated as a waiver of the rights of Developer with respect to any other defaults by the City or with respect to the particular default except to the extent specifically waived in writing.

6.6 Indemnity. Developer hereby agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorney's fees and court costs) suffered or incurred by the City arising from or in connection with: (i) the failure of Developer to perform its obligations under the Agreement; (ii) the failure of Developer or any contractor to pay contractors, subcontractors, or materialmen in connection with construction of the Project; (iii) a material misrepresentation or omission in the Redevelopment Plan which is the result of information supplied or omitted by Developer or by agents, employees, contractors, or persons acting under the control or at the request of Developer; or (iv) the failure of Developer to redress any misrepresentations or omissions in the Agreement or any other agreement relating hereto.

6.7 City's Right to Inspect Records. Developer agrees that the City shall have the right and authority to review and audit, from time to time, Developer's books and records relating to the Project, including, without limitation, Developer's loan statements, general contractor's sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices. All such books, records and other documents shall be available at the offices of Developer for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the City.

#### *Section VII.*

##### *Developer's Affirmative Action Obligations And First Source Hiring Program.*

7.1 Affirmative Action Plan. Developer shall enter into an agreement with the City substantially in the form attached hereto as Exhibit "B" to cause the development and implementation of an affirmative action program affecting the construction of the Project, the operation of the completed Project improvements, and the leasing of facilities located within the Project Area. Developer, its successors and assigns, and any tenant occupying any part of the Project Area upon completion of the Project, shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or ancestry, age, handicap or sexual preference and shall take affirmative action to ensure that applicants are hired and employed without discrimination based on race, religion, color, sex, national origin of ancestry, age, handicap or sexual preference and are treated in a nondiscriminatory manner with regard to all job-related matters, including, without limitation: 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.

7.2 First Source Hiring Program. Developer agrees to enter into an agreement with the Mayor's Office of Employment and Training of the City of Chicago substantially in the form attached hereto as Exhibit \_\_\_\_\_ to cause the development and implementation of a first source hiring agreement to ensure preferential hiring of local residents for permanent employment at the Project. For purposes of this subsection 7.2, "local residents" shall be defined as those persons residing in the City of Chicago. Developer agrees to incorporate into all tenant leases a requirement that every tenant will use its best efforts to employ local residents at all levels of employment.

#### *Section VIII.*

##### *Miscellaneous Provisions.*

8.1 Entire Agreement. Except as otherwise provided herein, the Agreement contains the entire agreement of the parties with respect to each Block and the Project Area and supersedes all prior agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the parties as reflected by written instrument executed by the parties hereto. Notwithstanding the foregoing, it is agreed that no material amendment or change shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council of the City of Chicago. The term "material" for the purpose of this subsection 8.1 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction, job-creating or financial obligation of Developer by more than five percent (5%) or materially changes the site or character of any activities undertaken by Developer or increases any time agreed for performances by either party by more than thirty (30) days.

8.2 Conflict of Interest; City's Representatives not Individually Liable. No member, official, or employee of the City shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his/her personal interests or the interests of any corporation, partnership, or association in which he/she is directly or indirectly interested. No member, official, or employee of the City shall be personally liable to Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Developer or any successor or on any obligation under the terms of the Agreement.

8.3 Provisions not Merged with Deed. The provisions of the Agreement shall not be merged with the Deed for any Block of the Project Area. The Deed for any Block shall not be deemed to affect or impair the provisions of the Agreement.

8.4 Survival. All representations and warranties contained in the Agreement are made as of the effective date and the execution, delivery and acceptance hereof by the parties shall not constitute a waiver of rights arising by reason of any misrepresentation.

8.5 Mutual Assistance. The parties agree to perform their respective obligations, including the execution and delivery of any documents, instruments, petitions and

certifications, as may be necessary or appropriate, consistent with the terms and provisions of the Agreement.

8.6 Cumulative Remedies. The remedies of any party hereunder are cumulative and the exercise of any one or more of the remedies provided by the Agreement shall not be construed as a waiver of any of the other remedies of such party unless specifically so provided herein.

8.7 Disclaimer. No provision of the Agreement, nor any act 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 City.

8.8 Notices. Any notice called for herein shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If To City:

City of Chicago  
Department of Economic Development  
20 North Clark Street  
Chicago, Illinois 60602  
Attention: Commissioner

With A Copy To:

City of Chicago  
Department of Law  
City Hall, Room 511  
121 North LaSalle Street  
Chicago, Illinois 60602

If To Developer:

Bennett-Snitzer, Incorporated  
737 North Michigan Avenue  
Chicago, Illinois 60611  
Attention: Thomas Snitzer

With A Copy To:

James A. Geocaris, Esq.  
Sachnoff, Weaver & Rubenstein  
30 South Wacker Drive  
Chicago, Illinois 60606

Notices are deemed to have been received by the parties three (3) days after mailing. The parties, by notice, given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

**8.9 Headings.** The headings of the various sections and subsections of the Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

**8.10 Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

**8.11 Counterparts.** The Agreement shall be executed in triplicate, each of which shall constitute an original instrument.

8.12 **Recordation of the Agreement.** Upon execution of the Agreement by the parties, Developer, at its sole expense, shall promptly record one original of the Agreement with the Office of the Recorder of Deeds of Cook County, Illinois.

**8.13 Successor and Assigns.** The terms of the Agreement shall be binding upon the City, Developer, and their respective heirs, legal representatives, successors and assignees.

8.14 Severability. If any provision of the Agreement, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the remainder of the Agreement shall be construed as if such invalid part were never included herein and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

In Witness Whereof, the parties hereto have caused the Agreement to be executed on or as of the day and year first above written.

[Signature forms omitted for printing purposes.]

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Rosalind Paaswell personally known to me to be the Interim Commissioner of the Department of Economic Development of the City of Chicago, a municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me severally acknowledged that as such Interim Commissioner, she signed and delivered the said instrument, pursuant to authority given by the City of Chicago, as her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

7/29/88

## REPORTS OF COMMITTEES

16613

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

**Notary Public**

(Seal)

My commission expires \_\_\_\_\_, 19\_\_\_\_.

STATE OF ILLINOIS, )  
 ) SS:  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_ personally known to me to be the President of Bennett-Snitzer, Inc., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

Notary Public

(Seal)

My commission expires \_\_\_\_\_, 19\_\_\_\_.

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_ personally known to me to be the Secretary of Bennett-Snitzer Inc., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 1988.

\_\_\_\_\_  
Notary Public

(Seal)

My commission expires \_\_\_\_\_, 19\_\_\_\_.

Exhibits A, B and C attached to this Redevelopment Agreement read as follows:

*Exhibit "A".*

Block 1A.

Lots 1, 2, 15 and 16 in Block 2 in Duncan's Addition to Chicago, being a subdivision of the east 1/2 of the northeast 1/4 of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Block 1B.

Lots 1 through 16 and Lots 27 through 33 in S.F. Gale's Subdivision of Block 52 of Carpenter's Addition to Chicago, being a subdivision of the southeast 1/4 of Section 8,

Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Block 1C.

The east 1/2 of Lot 3 and Lots 8 through 11 in Block 5 in Assessor's 2nd Division of east 1/2 of Lot 3, all of Lots 1, 2, 7, 8, 11, 12, 15, 16, 17 and 18 of Block 51 in Carpenter's Addition to Chicago, being a subdivision of the southeast 1/4 of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois; and the west 1/2 of Lot 3 and Lot 7 in Block 51 in Carpenter's Addition to Chicago, being a subdivision of the southeast 1/4 of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

*Exhibit "B".*

*Affirmative Action Plan*

*To*

*Redevelopment Agreement.*

This Affirmative Action Plan ("Plan") dated this \_\_\_\_\_ day of \_\_\_\_\_, 1988 by and between the City of Chicago, and Illinois municipal corporation ("City") and Bennett-Snitzer, Inc., an Illinois corporation ("Developer").

*Section I.*

*Policy Statement.*

The City of Chicago is committed to a policy of providing fair and representative employment and business opportunities for minorities and women in order to remedy adverse effects of historically exclusionary practices. Particular attention has focused on the elimination of discriminatory practices with regard to: (a) the procurement of goods and services by the City; (b) the awarding of construction contracts for publicly-supported facilities; and (c) employment opportunities in public-supported projects. In recognition of this affirmative action/equal employment policy, on December 9, 1983, the City Council of the City adopted an ordinance ("Ordinance") to promote equal employment opportunities for minority and female workers and for residents of the City in City-related projects.



Additionally, on April 3, 1985, the Mayor of the City issued Executive Order 85-2 requiring greater utilization of minority and female-owned business entities in the City's contracting process.

Under the terms of that certain redevelopment agreement known as "Enterprise Park District, Project Madison-Racine", Developer shall construct certain improvements located within the Commercial District Project Area, Madison-Racine in the City, which shall be utilized for the development of labor intensive, light industrial, distributive and commercial facilities ("Project"). While Developer's Project will increase the level of employment and improve the tax base, Developer also recognizes the importance of successful affirmative action programs to the continued growth and vitality of the City of Chicago. Accordingly, Developer shall establish, implement and maintain a continuing Affirmative Action Program ("Program") designed to promote equal opportunity in every aspect of employment and with regard to the procurement of goods and services relating to the Project. The Program shall include: 1) execution of the Plan committing Developer to provide an equitable opportunity for minorities and females to participate in the construction and operation of the Project; 2) designation of adequate personnel to administer the Program; 3) establishment of goals which are consistent with the prevailing levels for minority and female employment during the construction and operation of the Project, including but not to, the inclusion of affirmative action guidelines into each and every lease affecting the Project Area; 4) formulation of goals for utilization of women and minority business enterprises in the development, construction and operation of the Project; 5) development of a program to provide assistance and advice to the City of Chicago in the areas of leasing, planning and marketing programs with regard to the achievement of affirmative action goals and the implementation of affirmative action programs by the City; and 6) implementation of procedures to assure compliance with Program goals.

The Plan and the Program shall jointly serve to remedy past discriminatory underutilization of minorities and women and promote the economic welfare of the people of the City by assisting minority and women businesses to actively participate in the Project and by providing employment opportunities to ensure equitable participation in the Project by minority persons, women and residents of the City. In accordance with the guidelines and goals set forth in the Plan, Developer shall implement a comprehensive strategy encouraging and providing for the greatest practicable participation by women and minority business enterprises and by minority and women employees throughout the construction and operation of the Project. Specifically, Developer shall establish targets with regard to the level of participation by minority and women business enterprises affecting the construction and operation of the Project, and for the employment of minorities and women in conjunction with the Project. These goals shall not be construed as quotas, but rather shall provide a benchmark to measure the success of the affirmative action steps taken by Developer to assure the greatest practicable participation of minority and women business enterprises or the employment of women and minorities with regard to the Project. Failure to meet any goal shall alert Developer that further actions may be necessary to guarantee the realization of the affirmative action and equal opportunity standards envisioned by the parties, but shall not operate, by itself, to establish that Developer has failed to use good faith efforts to achieve the goals described herein.

The City agrees to assist Developer with the implementation of the Program as provided herein. The terms and provisions of the Agreement, the Plan and the Program shall

comply with the terms of the Ordinance and Executive Order 85-2. Moreover, notwithstanding anything to the contrary, the Plan shall not operate to establish any legal or contractual rights for any persons or organization other than the City and Developer, its successors and assigns.

The City and Developer recognize that the Midwest Community Council ("M.C.C.") pursuant to that certain letter of understanding executed by M.C.C. and Developer dated \_\_\_\_\_, 1988, shall use its best efforts to support Developer's Project. Consistent with the objectives of the Plan, M.C.C. shall provide consulting services to locate potential tenants, contractors and suppliers with regard to the pre-construction, construction and post-construction component affecting the Project. Additionally, M.C.C. shall provide consulting services in developing, training and related job programs in connection with that certain First Source Hiring Agreement executed by the City and Developer dated \_\_\_\_\_, 1988.

The City recognizes that Developer intends to hire qualified, responsible bidders for the construction of the Project and lease Project facilities to those tenants which shall agree to comply with the terms of the Agreement, the Plan and the Program. The City agrees that it is not the purpose or intent of the Plan to impose upon Developer unreasonable demands which significantly affect the cost of construction, operation and management of the Project or any portion thereof or result in an unreasonable delay with regard to the completion of the Project. The parties agree that Developer (consistent with its obligation to exercise good faith efforts required by the Plan) shall be entitled to judge the qualifications of minority and women business enterprises utilized as contractors for the construction, operation or management of the Project.

## *Section II.*

### *Definitions.*

Whenever the following words or terms are used in the Plan, unless otherwise defined, they shall have the meaning ascribed to them in this section. Capitalized terms not defined herein shall have the meanings defined in the Agreement.

Agency -- the City of Chicago Department of Economic Development, for all areas of administration of the Plan with the exception of certification procedures as provided in subsection 4.5 below. The City, by written notice to Developer, may designate from time to time any other City agency, or a City employee or consultant, to perform any function or duty required by the Plan.

Agreement -- that certain redevelopment agreement known as "Redevelopment Agreement, Enterprise Business Park, Project Madison-Racine", entered into between the City and Developer dated as of \_\_\_\_\_, 1988, to which the Plan is appended.

Certificate -- the Certificate of Completion to be issued by the City upon completion of the Project pursuant to the Agreement.

City Residents or Residents -- persons domiciled within the City of Chicago, Illinois.

Commissioner -- the Commissioner of the Department of Economic Development.

Component -- one of the divisions of work described in the Plan whereby M.B.E. and W.B.E. participation goals and minority and women employment goals shall be applied.

(a) Pre-Construction Component -- any architectural, structural engineering, mechanical and electrical engineering, landscape architecture, purchasing of supplies or leasing of Project facilities with regard to the Project.

(b) Construction Component -- performance of any activity during the time period subsequent to the execution of the construction contract between Developer and contractor (or if applicable, after execution of the demolition contract between Developer and contractor), including but not limited to, the following:

- (1) Earth moving, including shoring
- (2) Demolition
- (3) Concrete--reinforced
  - a. Forms and fabrication
  - b. Reinforced steel
  - c. Placement of concrete
  - d. Finish concrete
- (4) Masonry--bricklayers, granite
- (5) Structural steel
- (6) Metal decking
- (7) Miscellaneous metals
- (8) Ornamental metals
- (9) Carpentry--rough and finish
- (10) Moisture protection (roofing, etc.)

- (11) Fenestration--all exteriors, interiors, which will include hardware, doors, glass, etc.
- (12) Finish trades (other than tenant or unit improvements)
  - a. Floors
  - b. Walls
  - c. Ceilings
  - d. Lath and Plaster
  - e. Partitions
  - f. Tile work
  - g. Painting
  - h. Wall Coverings
  - i. Carpets
- (13) Vertical transportation
- (14) Mechanical trades
  - a. Electrical
  - b. Plumbing
  - c. Fire protection
  - d. H.V.A.C.
- (15) Trash hauling and cleanup
- (16) Field administration
- (17) Water service
- (18) Office supplies
- (19) Security

- (20) Janitorial
- (21) Progress photos
- (22) Printing
- (23) Maintenance and mechanics
- (24) Fencing/scaffolding
- (25) Final cleanup
- (26) Equipment rental
- (27) Purchase of supplies

Specifically excluded from the list of Construction Component activities are: energy and utility costs; taxes; permits and fees; city services; traditionally reimbursable expenses; and tenant or unit improvements.

(c) Post-Construction Component -- performance of any activity during the time period after which the City issues its Certificate with regard to the Project, including, without limitation, the following:

- (1) Leasing of Project facilities
- (2) Management and operation of the Project
- (3) Employment at the Project
- (4) Purchase of supplies

Developer has represented to the City its intent during the Post-Construction Component to employ a broker with regard to the leasing of Project facilities and a professional property manager with regard to the management and operation of the Project. Notwithstanding the above, Developer represents that it shall fully comply with the terms and covenants of the Plan and require that any broker or property manager employed by Developer with regard to the Project also comply with the Plan.

Contractor -- any person or entity which has a contract with Developer relating to the construction, operation and maintenance of the Project, other than those parties which stand in the relationship of employer/employee.

Subcontractor -- means any person who has such a contract with a Contractor or with a subcontractor.

Controlled -- determinable by considering the degree to which minority group members or women participate in the possession and management of Developer or any partnership, corporation or joint venture involved in the construction and operation of the Project, including, but not limited to, consideration of their participation in the decisions affecting the day-to-day management and operations of the business in question, and of their proportionate interest in the capital, assets, profits and losses of said business.

Goals -- the targets established in the Plan for M.B.E. and W.B.E. participation in the Project, and for the employment of minorities and women in conjunction with the Project.

Joint Venture -- an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by M.B.E.s and W.B.E.s in contract work. A joint venture seeking to be credited for M.B.E./W.B.E. participation may be formed among M.B.E./W.B.E. firms or between M.B.E./W.B.E. firm(s) and non-M.B.E./W.B.E. firm(s).

A joint venture is eligible for M.B.E./W.B.E. credit if the M.B.E./W.B.E. partner(s) share in the ownership, control management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the M.B.E./W.B.E. ownership percentage.

Local Business -- a business located and operated within the corporate limits of the City, and which has the majority of its regular, full-time work force operating within the City.

Minority -- a person who is a citizen or lawful permanent resident of the United States, or is a person legally entitled to work in the United States, and who is black; hispanic; asian-american or pacific islander; american indian or alaskan native.

Minority Business Enterprise ("M.B.E.") -- a firm awarded certification as a minority owned and controlled business in accordance with City regulations.

Owned -- a business which is: (1) a sole proprietorship legitimately owned by a minority person or woman; (2) a joint venture in which at least fifty-one (51) percent of the beneficial ownership interests legitimately are held by minority persons or women; or (3) a corporation or other entity in which at least fifty-one (51) percent of the beneficial ownership interests legitimately are held by minority persons or women.

Person or Persons -- any natural person, corporation, Developer, unincorporated association, or joint venture, as the case may be or the context requires.

Project -- the design, construction and development of the Project described in the Agreement with the exception of any activities involved with the procurement of financing the Project or the ascertainment of legal services with regard to the Project.

Small Business -- a business employing fewer than 100 employees, and which is neither dominant in its field nor is its parent, affiliate or subsidiary of said business dominant in its field.

Women Business Enterprise ("W.B.E.") -- a firm awarded certification as a women owned and controlled business in accordance with City regulations.

*Section III.*

*Administration And Monitoring.*

3.1 Developer agrees to undertake good faith efforts to comply with any and all provisions of the Plan and meet all goals set forth herein. The Agency shall act reasonably and not arbitrarily in reviewing Developer's performance under the Plan.

3.2 To facilitate and ensure that Developer undertakes good faith efforts with regard to the performance of its obligations, Developer shall designate an Affirmative Action Officer ("A.A. Officer") prior to the execution of the Agreement by the parties. The A.A. Officer shall assist the Agency and Developer with regard to the monitoring and implementation of the Plan. Developer shall provide the A.A. Officer with adequate staff and support in order to properly administer the Plan and to serve as liaison with the Agency.

3.3 Developer's A.A. Officer shall have responsibility for coordinating all of the affirmative action activities undertaken by Developer with regard to the construction, operation and management of the Project. The A.A. Officer's primary objectives shall include the implementation of the Plan by Developer, the assurance of Developer's good faith efforts to meet the established Goals, and the documentation and reporting to the Agency of Developer's efforts and results with regard to the Plan.

In order to achieve the above objectives, the A.A. Officer shall undertake the following responsibilities:

- (a) Ensuring that all aspects of the Plan are properly implemented; that all employment and procurement practices of Developer are consistent with the Plan; and that all technical or procedural phases of compliance with the Plan are achieved.
- (b) Designing, implementing and monitoring the internal record-keeping systems of Developer to measure the effectiveness of the Plan; preparing regular reports to management personnel on the effectiveness of the Plan; identifying problem areas and establishing programs to aid in problem solving; informing management of the latest developments in the area of affirmative action; and recommending further policies and programs enabling Developer to better implement the Plan.
- (c) Preparing a initial report to be delivered to the City prior to the execution of the Agreement by the parties detailing Developer's efforts to promote equal employment opportunity with regard to the conduct of its pre-construction component activities, including, without limitation providing information

concerning the employment of women and minorities and utilization of M.B.E.s and W.B.E.s.

- (d) Compiling and submitting affirmative action reports ("Reports") to the Agency on a monthly basis 15 days after the end of each month, during the Pre-Construction Component commencing one (1) month subsequent to the execution of the Agreement by the parties and during the Construction Component until the City issues its Certificate, and on a quarterly basis 15 days after the end of each quarter year during the Post-Construction Component; reviewing Agency responses and recommendations; and meeting with Agency representatives to provide additional information or to address particular problems identified by the Agency concerning implementation of the Plan by Developer.
- (e) Reviewing and monitoring contractor affirmative action reports, conducting periodic on site inspections to ensure that the reported numbers of minority and female participation and minority, women and Resident employees as contained in the reports are reflected by actual construction work force; and assisting and counseling contractors and trade unions with regard to meeting minority and female hiring goals.
- (f) Developing affirmative action program and policy statements.
- (g) Researching the availability of M.B.E. and W.B.E. firms and of minority and women prospective employees for business and employment opportunities, including but not limited to, the establishment of a working relationship between Developer and the City's Department of Purchasing, Supplies and Contracts for the purpose of obtaining a current list of M.B.E. and W.B.E. firms.
- (h) Counseling and assisting M.B.E. and W.B.E. contractors and suppliers wishing to qualify for participation in the construction, operation and management of the Project, including, but not limited to: (1) submission of bids, (2) securing bonding and insurance, (3) formation of joint ventures with majority contractors and (4) obtaining certification from the City of Chicago.
- (i) Ensuring Developer's compliance with that certain First Source Hiring Agreement entered into between the City and Developer, as more fully described on Exhibit "C" attached to the Agreement.
- (j) Sponsor a Pre-Construction and Supply Conference during the Pre- Construction Component of the Project.

3.4 Developer shall require in all of its contracts that every contractor and subcontractor must periodically furnish to the A.A. Officer reports and other information reasonably requested by the Agency to implement and monitor the Plan.

3.5 The Agency shall designate an Affirmative Action Coordinator ("A.A. Coordinator") operating under the auspices of the Agency. The A.A. Coordinator shall be responsible for performing many of the Agency's obligations under the Plan, including but not limited to,



monitoring of the Plan on behalf of the Agency, receiving communications and Reports from Developer and transmitting Agency responses and other communications.

3.6 The A.A. Coordinator shall promptly review the Reports submitted by the A.A. Officer. The A.A. Coordinator shall forward such reports to the Commissioner or his designee. The Commissioner is authorized to review, on behalf of the City, the administration of the Plan and Developer's compliance with its obligations under the Plan. Upon review of the Reports, the A.A. Coordinator may request further information pertinent to evaluation of implementation of the Plan by Developer. If the Agency has any substantial concerns about the adequacy of implementation of the Plan, the A.A. Coordinator shall provide notice to the A.A. Officer within 30 days after receipt of the Reports regarding the results of the review and, if necessary, shall contact the A.A. Officer to discuss and attempt to resolve areas of concern regarding implementation of the Plan. If any substantial concerns are not resolved by such discussions and negotiations within 30 days of the receipt of the notice described above, the A.A. Coordinator, acting through the Commissioner, shall report all negotiations regarding the adequacy of implementation of the Plan to the Contract Compliance Officer of the Department of Purchases, Contracts and Supplies of the City ("P.C.S."). Failure of the A.A. Coordinator to provide the notice referred to in this subsection to the A.A. Officer shall be deemed approval of the Reports.

3.7 In addition to the Reports described above, Developer shall submit to the Agency: (1) a summary report ("Summary Report") which provides data on dollar value of total contracts awarded, dollar value of total contracts awarded to M.B.E. and W.B.E. firms, identity of participating M.B.E. and W.B.E. firms, and actual numbers and percentages of minority and women employment in the Project; and (2) comprehensive report ("Comprehensive Report") containing a narrative description of the efforts undertaken by Developer with regard to implementation of the Plan, a detailed analysis of results and problems, if any, and suggested remedies, if necessary. The Summary Report shall be submitted to the A.A. Coordinator on a monthly basis, and the Comprehensive Report on a quarterly basis, throughout the Pre-construction and Construction Component. Once the Certificate is issued with regard to the Project, Developer shall provide Comprehensive Reports to the Agency on a quarterly basis for the period of five years subsequent to completion of the Project.

#### *Section IV.*

##### *Minority And Women Business Enterprises And Local Business Participation Plan.*

#### *4.1 Generally.*

The following goals are adopted by Developer to ensure participation by minority and women business enterprises and local business with regard to the construction, operation and management of the Project. Developer shall undertake good faith efforts to meet the goals established hereunder.

#### *4.2 M.B.E., W.B.E. and Local Business Participation Components and Goals.*

- (a) The dollar goals for participation by eligible M.B.E.s and W.B.E.s with regard to the Pre-construction and Construction Components shall be 30% for M.B.E. and 5% for W.B.E. firms of the aggregate costs for such components. The dollar goals for the participation of local business in the Pre-construction and Construction Components is 50% of the aggregate costs for such components.
- (b) To the extent practicable, Developer shall identify contracts requiring the expenditure of funds not exceeding \$10,000 for bids to be submitted solely by M.B.E.s, W.B.E.s, Small Businesses and Local Businesses.

#### 4.3 Methods to Ensure M.B.E. and W.B.E. Participation.

- (a) Developer shall request the assistance of the A.A. Coordinator in referring minority and women business enterprises as candidates for contracts, subcontracts and other purchases. The goals set forth in this Section IV shall be applicable to all contractors and subcontractors during the Pre-construction and Construction Periods of the Project, and shall be facilitated by the inclusion of appropriate provisions and goals for M.B.E. and W.B.E. participation in each and every construction contract entered into by any contractor and Developer, and requiring the inclusion of such provisions in each and every subcontract entered into by contractors. Additionally, each subcontractor must report to contractors, and each contractor must report to Developer, on a monthly basis, any and all information necessary for monitoring implementation of the Plan by Developer and its reporting to the Agency concerning M.B.E. and W.B.E. participation in the development and construction of the Project.
- (b) In order to achieve the goals set forth with regard to achieving a satisfactory M.B.E. and W.B.E. level of participation in the construction and operation of the Project, Developer shall utilize the following methods and procedures, which are provided as illustration and not as limitation:
  - (1) Encouragement of joint ventures between majority and M.B.E. and W.B.E. contractors as a bid package;
  - (2) Contracting for services and products on a smaller scale to encourage bidding by smaller M.B.E.s and W.B.E.s;
  - (3) Advertising in minority-targeted media, including statements in the advertisements indicating Developer's commitment to encourage M.B.E. and W.B.E. participation in the Project;
  - (4) Assisting, other than financially, M.B.E.s and W.B.E.s in obtaining bonding and insurance;

- (5) Assisting, other than financially, M.B.E.s and W.B.E.s in obtaining certification from the Agency as described below;
- (6) Requesting the assistance of the A.A. Coordinator in identifying certified, pending and certifiable M.B.E. and W.B.E. enterprises for contracts, subcontracts and other purchases; and
- (7) Soliciting assistance in obtaining M.B.E. and W.B.E. participation from the following organizations, which are listed for means of illustration and not limitation:
  - (i) Chicago Urban League;
  - (ii) Chicago Economic Development Corporation;
  - (iii) Chicago United;
  - (iv) Illinois Department of Commerce and Community Affairs Small Business Office;
  - (v) Minority Economic Resource Corporation;
  - (vi) National Association of Women Business Owners;
  - (vii) Alexander Grant & Company, Minority Business Development Center;
  - (viii) Association of Asian Construction Enterprises;
  - (ix) Black Contractors United;
  - (x) Hispanic-American Construction Industry Association (H.A.C.I.A.);
  - (xi) Department of Purchases, Contracts and Supplies of the City of Chicago;
  - (xii) National Minority Suppliers Development Council, Incorporated;
  - (xiii) Chicago Regional Purchasing Council;
  - (xiv) Midwest Contractors for Progress;
  - (xv) Minority Business Development Center;
  - (xvi) Chicago Minority Business Development Center;

- (xvii) Illinois Minority Business Development Program;
  - (xviii) Department of Central Management Services/Minority and Female Business Enterprise Division;
  - (xix) Women Business Development Center; and
  - (xx) Midwest Community Council.
- (c) If the Commissioner, in consultation with the Purchasing Agent of the P.C.S., determines that it is impractical or economically unreasonable to obtain M.B.E.s or W.B.E.s to perform sufficient work in order to fulfill the goals set forth in this Section, a waiver of all or a portion of the goals may be granted.

#### 4.4 Additional Provisions.

- (a) Where an eligible M.B.E., W.B.E. or Local Business is awarded a contract, and said firm subcontracts the performance of a portion of that contract, Developer shall receive credit only for that portion of the contract actually performed by the eligible M.B.E., W.B.E. or Local Business and for those amounts subcontracted to another eligible M.B.E., W.B.E. or Local Business.
- (b) When a non-M.B.E. or non-W.B.E. is awarded a contract, and said entity subcontracts a portion of that contract to an eligible M.B.E., W.B.E., or Local Business, Developer shall receive credit for that portion of the contract subcontracted to the M.B.E., W.B.E., or Local Business. Developer shall receive credit for dollars spent by any firm which is not an M.B.E., W.B.E., or Local Business that purchases materials and supplies specific to the Project from an M.B.E., W.B.E., or Local Business.
- (c) Developer shall have fulfilled its good faith obligation to implement the goals of the Plan if Developer demonstrates to the satisfaction of the City that there exists an insufficient pool of Local Businesses, M.B.E.s or W.B.E.s reasonably or readily available to fulfill the goals and requirements of the Plan. Developer shall provide the Agency with specific evidence of the following:
  - (1) Lack of a sufficient supply of Local Businesses and certified M.B.E.s or W.B.E.s that possess the financial capacity and manpower sufficient to meet the requirements of Developer with regard to the construction, operation and maintenance of the Project;
  - (2) Inability to obtain competitive prices from Local Businesses, M.B.E.s and W.B.E.s based upon prevailing prices on the open market then existing in the Chicago S.M.S.A., provided that in all such cases there shall be submitted to the Agency a statement listing the name and bid amount of

each person or firm bidding on the same portion or part of the contract as bid by such M.B.E.s, W.B.E.s or Local Businesses; and

- (3) Lack of available Local Businesses, M.B.E.s or W.B.E.s to submit bids regarding particular aspects of the Project.

#### 4.5 Agency Certification Of Eligibility Of Minority And Women Business Enterprises.

- (a) P.C.S. shall: (1) develop and maintain a list of certified M.B.E.s and W.B.E.s; (2) review the qualifications of any certified M.B.E. or W.B.E.; and (3) review the qualifications of, and certify if appropriate, any firms identified by Developer or otherwise who represent that such firm qualifies as a M.B.E. or W.B.E. Certification by P.C.S. shall be conclusive as to the M.B.E. or W.B.E. eligibility of a firm.
- (b) All requests for certification shall be submitted to the Director of Certification of P.C.S. with a copy of all materials delivered to the Contract Compliance Officer of P.C.S. and the A.A. Coordinator.
- (c) If at any time it is determined that any M.B.E. or W.B.E. certification has been falsely obtained, Developer shall cure or correct the defect by whatever remedy is necessary. Developer's contracts with M.B.E.s and W.B.E.s shall provide that all such contracts and subcontracts shall be terminated immediately if the M.B.E. or W.B.E. status of the contractor or sub-contractor was misrepresented. In such event, Developer shall discharge the disqualified M.B.E. or W.B.E. and, if possible, identify a qualified M.B.E. or W.B.E. as its replacement.
- (d) Developer's contracts with M.B.E.s and W.B.E.s shall require that all such entities report and justify, within 14 days to the A.A. Officer, any changes in the ownership and control of the firm that occur during the duration of such contract. Developer shall promptly notify the Purchasing Agent and the A.A. Coordinator of any and all changes in the ownership and control of an M.B.E. and W.B.E. firm.
- (e) The certification procedures utilized by P.C.S. shall be uniformly applied to all applicants. Such procedures shall not be subject to arbitration.

### *Section V.*

#### *Employment Of Minorities, Women And Residents.*

##### 5.1 Generally.

The following goals are established by Developer for employment of minority, women and resident workers in the Construction Component with regard to the Project. Developer shall make good faith efforts to achieve the goals set forth hereunder.

#### 5.2 Goals.

The goals for minority and women employment in terms of aggregate work hours during the Construction Component shall be 25% minority and 7% female for skilled employees and 40% minority and 10% women for unskilled employees. The employment goals for residents shall be 50%.

#### 5.3 Waiver.

Developer may submit a written request for a waiver of all or a portion of such goals to the Commissioner immediately upon discovery of any non-compliance of any contract or legal document with the provisions of the Plan. The Commissioner, for good cause shown and after consultation with the Purchasing Agent of P.C.S. may approve such request for modification or reduction of employment goals as specified in this section.

#### 5.4 Affirmative Action.

Developer shall take affirmative action to eliminate any possible discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin. This affirmative action policy shall include, but not be limited to, the following areas: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Developer shall post in conspicuous places notices setting forth this affirmative action policy.

#### 5.5 Advertisements And Contracts.

All solicitations of advertisements for employees placed by or on behalf of Developer shall state that all qualified applicants shall receive consideration for employment without discrimination based on race, color, religion, sex, national origin, age, handicap or sexual preference. Developer shall cause the foregoing provisions to be inserted in all contracts and subcontracts for any work performed with regard to the Project so that such provisions shall be binding upon each contractor or subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

#### 5.6 Recruitment.

Developer shall notify recruitment sources and minority and women organizations of this affirmative action policy and encourage such entities to refer minorities and women for employment and to otherwise assist Developer in achieving these affirmative action objectives. In particular, Developer shall contact, or require its contractors to contact, the following organizations (listed for means of illustration and not limitation) and solicit assistance in obtaining minority and women candidates for employment with regard to the Project and maintain a record of such organization's responses:

- (a) Department of Economic Development;
- (b) Mayor's Office of Employment and Training;
- (c) Chicago Urban League;
- (d) Chicago Economic Development Corporation;
- (e) Chicago Women & Trades Organization; and
- (f) Midwest Community Council.

#### 5.7 Nondiscriminatory Workplace.

Developer shall maintain a working environment free of harassment, intimidation, and coercion at the Project site and in all facilities at which employees are assigned to work, and shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of Developer's affirmative action policy. Developer shall use its best efforts to ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel in employment-related activities to ensure that a policy of equal employment opportunity is being implemented.

#### 5.8 Contracts And Subcontracts.

Developer shall notify each and every contractor and require its contractors to notify all subcontractors in writing of this affirmative action policy and require supportive action on their part in the relevant contracts. In particular, Developer shall require substantially the following provisions in all construction contracts and subcontracts:

- (1) Each Contractor shall take affirmative action to eliminate any possible discrimination against any employee or applicant for employment because of race, sex, religion, color, national origin or ancestry, age, handicap or sexual preference. This affirmative action program shall include, but not be limited to, the following areas: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (2) Each Contractor agrees to identify and use minority and women subcontractors, whenever possible. It is further understood and agreed that each Contractor shall have a goal of subcontracting twenty-five percent (25%) of the work to M.B.E.s and an additional five percent (5%) to W.B.E.s. The Contractor further agrees, upon Developer's request, to prepare in writing a minority and women employee head count for its total work force and a list of M.B.E. and W.B.E. subcontractors employed.

- (3) Each Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the policy reflected in, and meeting the requirements of these affirmative action provisions.
- (4) Each Contractor agrees that all solicitations or advertisements for employees placed on behalf of or by the Contractor in connection with the work will state that all qualified applicants shall receive consideration without discrimination based on race, sex, religion, color, national origin or ancestry, age, handicap or sexual preference.
- (5) Each Contractor agrees to use its best efforts to ensure that its contractual obligations are performed by a work force containing an equitable level of minority and women employees. Each Contractor shall report in writing to Developer, any and all efforts undertaken with regard to such minority group and women representation in its work force and shall identify any reasons for its failure to employ a satisfactory level of minority and women employees.
- (6) Each Contractor agrees to utilize the maximum number of apprentices allowed by the various trade agreements with the labor unions. In the event the Contractor is unable to hire the specified maximum number of apprentices for any trade, it shall so report in writing in advance to Developer, explaining in sufficient detail its efforts to secure such maximum allowable apprentices and its failure to achieve a sufficient level of apprentices.
- (7) Each Contractor agrees to identify and utilize minority and women subcontractors. Reports documenting such efforts shall be submitted to Developer as often as may be required by Developer.
- (8) Each Contractor agrees to submit to Developer, as often as may be required by Developer, manpower utilization reports containing a list of the hours worked on the Project by minority and women employees and by Residents.
- (9) Each Contractor's supervisory and personnel office employees shall meet periodically with Developer, at which time Developer's affirmative action program and its implementation will be reviewed and explained.
- (10) Each Contractor agrees to comply with any and all applicable federal, state, and local requirements governing the employment of women and minorities and the utilization of M.B.E.s and W.B.E.s.
- (11) For the duration of the contract, each Contractor shall maintain and make available to Developer documentation regarding minority and women business enterprise utilization and affirmative action employment. Such documentation shall include, but not be limited to, the following: (1) the names and addresses of subcontracting minority and women business enterprises; (2) the extent of minority or women ownership of such enterprises; (3) a copy of the certification letter issued by P.C.S. to M.B.E. and W.B.E. firms; and (4) the actual dollar amount of the contract award.



- (12) Each Contractor agrees that these affirmative action provisions shall be inserted in each and every subcontract affecting the Project and that the Contractor shall be directly responsible for enforcing such provisions. The Contractor shall report its enforcement efforts to Developer as often as may be required by Developer.
- (13) Each Contractor agrees that, unless precluded by a valid bargaining agreement, other sources in addition to union halls shall be utilized to solicit minority and women employees.
- (14) Each Contractor agrees that the following steps shall be taken in relation to all trade unions with which it has bargaining agreements and/or whose members shall perform any of the work:
  - (i) The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments undertaken by virtue of the plan and shall deliver copies of such notices of Developer; and
  - (ii) Prior to the beginning of the performance of its contractual obligations, the Contractor shall notify all trade unions of its desire to receive referrals of qualified minority and women individuals.

#### *Section VI.*

#### *Performance.*

##### *6.1 Notice.*

If at any time the Agency believes that Developer is substantially failing to comply with its obligations as set forth in the Plan, the A.A. Coordinator shall provide a written report to the A.A. Officer explaining the alleged non-compliance, describing the grounds for such belief, and proposing further implementation steps that the Agency believes should be taken.

##### *6.2 Meeting.*

If Developer disagrees with the Agency's evaluation, the A.A. Coordinator and A.A. Officer shall meet within fifteen (15) days after the delivery of the written report described in subsection 6.1 above and undertake every good faith effort to resolve the dispute. If the dispute remains unresolved, senior representatives of the Agency and Developer shall meet and attempt in good faith to resolve their differences with regard to the proper method of implementing the Plan.

### 6.3 Remedy.

If the Agency and Developer fail to resolve their differences within forty-five (45) days after the delivery of the written report described in subsection 6.1 above, the City may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy such default, including but not limited to, proceedings to compel specific performance.

## *Section VII.*

### *Resident Employment During The Post-Construction Period.*

#### 7.1 Generally.

During the five year period following the date upon which the Project is substantially completed and the City issues its Certificate, Developer shall undertake good faith efforts to achieve certain affirmative action goals with regard to the employment of Residents, particularly minorities and women, and the participation of M.B.E.s and W.B.E.s in the management, operation and maintenance of the Project. Developer shall report its efforts to achieve these goals to the Agency as often as may be required by the Agency.

#### 7.2 Employment Goals of Residents and Moderate Income Persons During the Post-Construction Period.

- (a) With regard to those persons directly employed by Developer, Developer shall make good faith efforts, consistent with the objectives of the Plan, to achieve an employment goal of 50% for Resident workers, with particular emphasis on the hiring of Residents of low and moderate income during the Post-Construction Period of the Project as further described in subsection 7.3(d) below.
- (b) Developer shall incorporate into the reports described in subsection 3.7 above detailed information on its efforts and results with respect to Resident employment and employment of low and moderate income persons.

#### 7.3 M.B.E and W.B.E. Participation And Minority And Female Employment During The Post-Construction Period.

- (a) During the Post-Construction Period, Developer shall undertake good faith efforts to achieve the levels of M.B.E. and W.B.E. participation and minority and women employment described below.

- (b) Employment goals for Residents shall be applicable to those persons directly employed by Developer on a full-time basis with regard to the management, operation and maintenance of the Project, and additionally to such persons directly employed by a property management firm affiliated with Developer or any Contractor.
- (c) The M.B.E. and W.B.E. goals shall apply to contracts for the procurement of supplies, direct commodities and services with regard to the management, operation and maintenance of the Project.
- (d) The employment goals for minority and women employees during the Post-Construction Period of the Project shall be 25% and 25%, respectively. Developer shall provide the Agency with quarterly reports regarding the numbers and types of jobs created or caused to be created and the percentage of said jobs filled by minorities and women. The M.B.E. and W.B.E. goals during the Post-Construction Period shall be 25% for M.B.E. firms, 5% for W.B.E. firms, and 50% for Local Businesses. Developer is solely responsible for collecting employment and M.B.E./W.B.E. utilization statistics. This data, which shall also include a narrative describing the good faith efforts undertaken by Developer to achieve compliance with its obligations described in this Section VII, shall be submitted to the City on a quarterly basis, beginning with the date described in subsection 7.1 above.
- (e) Developer shall include provisions in all relevant contracts specifying employment or M.B.E./W.B.E. obligations during the Post-Construction Period, as applicable, and encouraging its Contractors to make all good faith efforts to achieve those goals.

#### *Section VIII.*

##### *No Third Party Benefit.*

The Plan shall be construed solely as an agreement between Developer and the City and no third party shall be entitled to enforce any of the provisions hereof. Developer and the City hereby agree that enforcement of the Plan pursuant to Article VI hereof may be sought only by the City and by no other party, whether or not the provisions hereof may be construed as benefitting any third party. No party shall be construed as or have the rights of a third party beneficiary under the Plan.

#### *Exhibit "C".*

*First Source Agreement Enterprise Business Park  
Project Madison-Racine.*

This Agreement ("First Source Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 1988, by and between the City of Chicago, an Illinois municipal corporation ("City") and Bennett-Snitzer, Inc., an Illinois corporation ("Developer").

*Recitals.*

Whereas, the City deems it in the public interest and beneficial to the citizens of the City preserve and promote employment opportunities for the residents of the City, especially those residing in the community surrounding the proposed development; and

Whereas, Developer intends to develop labor intensive, light industrial, distributive and commercial facilities ("Project") at a site located within Commercial District Development Project Madison-Racine in the vicinity of Madison and Green Streets and currently Zoned B5-4, C2-3, C3-3 and M1-3 in accordance with the Chicago Zoning Ordinance, Chapter 194A, Municipal Code of Chicago; and

Whereas, in conjunction with the aboved-mentioned development, Developer and the City shall enter into that certain redevelopment agreement known as "Redevelopment Agreement, Enterprise Business Park, Project Madison-Racine" dated as of \_\_\_\_\_, 1988, to which the First Source Agreement is appended; and

Whereas, Developer acknowledges the policy of the City to encourage and maintain its industrial and manufacturing base as a means of providing employment for the citizens of the City; and

Whereas, Developer intends to provide, in connection with the proposed Project, employment opportunities for approximately seven hundred fifty (750) permanent jobs for residents of the City; and

Whereas, Developer desires to engage the services of the Mayor's Office of Employment and Training, Chicago First Office ("M.E.T.") to assist tenants and the property manager of the proposed Project with the recruitment and referral of applicants in hiring for employment positions with tenants of the Project and its property manager;

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

- A. The recitations set forth above constitute an integral part of the First Source Agreement and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

- B. For purposes of the First Source Agreement, "covered tenants" shall be defined as those tenants leasing facilities at the Project site occupying in excess of fifteen thousand (15,000) square feet of premises.
- C. All lease agreements affecting the Project for covered tenants shall specifically incorporate a requirement that tenants of the Project use M.E.T. as the "first source" for recruitment, referral and employment for employment positions with said tenants upon the terms and conditions specified in the First Source Agreement. In addition, Developer shall encourage "non-covered tenants" to use the services of M.E.T. as a source for recruitment and referral in the hiring of employees.
- D. During the first \_\_\_\_\_ days of the hiring program for covered tenants, M.E.T. shall be the exclusive source of referrals for entry level, non union employees for positions requiring no prior training or experience. Entry level positions shall include all job categories, including management, which require the minimum amount of training or experience in order to qualify for such positions. Throughout the remainder of the term of the First Source Agreement, covered tenants shall notify M.E.T. of position openings for recruitment and referral services in addition to any other resources that may be available.
- E. Developer immediately shall notify M.E.T. upon the execution of each and every lease affecting the Project. At least \_\_\_\_\_ days prior to the anticipated opening date of the tenant's operations at the Project site (or in the alternative, concurrently with the execution of the lease by Developer and the respective tenant), each covered tenant shall notify M.E.T. of its need for new employees by completing a "Job Order Form". Copies of said form shall be obtained from M.E.T. M.E.T. shall refer eligible job applicants to covered tenants in response to the notification of need. M.E.T. shall screen applicants according to the qualification profile agreed upon with each covered tenant and shall refer only qualified applicants who meet the qualification profile. M.E.T. shall make all referrals to covered tenants or notify covered tenants that no referrals can be made, no later than \_\_\_\_\_ days prior to the anticipated hiring date of employees by the covered tenant. In the event M.E.T. is unable to refer the total number of qualified personnel requested by the covered tenants, said tenants will be unable to fill remaining positions for which no qualified applicants have been referred utilizing sources other than M.E.T. Tenant cooperation shall be solicited to provide information to M.E.T. for preparation of quarterly reports.
- F. Covered tenants shall make all decisions on hiring employees, including applicants referred by M.E.T. However, covered tenants shall make diligent and good faith efforts to hire employees from referrals made by M.E.T. and, in any event, shall not discriminate based upon race, creed, color, religion, age, sex, national origin or ancestry, age or handicap.
- G. The First Source Agreement shall apply to each covered tenant for a period of 3-7 years depending on the length of the lease term described in the lease. All tenants leasing facilities at the Project site for the ten (10) year period commencing with the first date of occupancy of the first tenant at the Project site (said ten year

period to be referred to as the "Term") shall be required to participate in the first source program and shall be bound by the terms of the First Source Agreement.

- H. The parties agree, and the deed for each block of the Project site shall so expressly provide, that the covenants contained in the First Source Agreement shall be covenants running with the land, binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by the City for the Term of the First Source Agreement and in conjunction with the City's rights contained in that certain redevelopment agreement described in the recitals above.
- I. If the First Source Agreement conflicts with any labor laws or other governmental regulations, such law or regulation shall prevail.

In Witness Whereof, the parties have executed the First Source Agreement as of the day above written.

[Signature forms omitted for printing purposes.]

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## COMMITTEE ON EDUCATION.

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### REAPPOINTMENT OF MR. JAMES A. DYSON AS MEMBER OF BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NUMBER 508.

The Committee on Education submitted the following report:

CHICAGO, July 26, 1988.

*To the President and Members of the City Council:*

Your Committee on Education, having had under consideration a communication signed by The Honorable Eugene Sawyer, Acting Mayor, which was referred June 22, 1988, reappointing James A. Dyson as a member of the Board of Trustees of Community College District No. 508 for a term ending June 30, 1991, begs leave to recommend that Your Honorable Body do *Approve* the said communication which is transmitted herewith.

This recommendation was concurred with by unanimous vote by the committee.

Respectfully submitted,  
(Signed) PATRICK J. O'CONNOR,  
*Chairman.*

On motion of Alderman O'Connor, the committee's recommendation was *Concurred In* and the said proposed reappointment of Mr. James A. Dyson as a member of the Board of Trustees of Community College District Number 508 was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

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## COMMITTEE ON HOUSING.

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### APPROVAL OF AMENDMENT NUMBER FIFTEEN TO NEAR WEST SIDE CONSERVATION PLAN.

The Committee on Housing submitted the following report:

CHICAGO, July 27, 1988.

*To the President and Members of the City Council:*

Your Committee on Housing, having had under consideration a proposed ordinance with a communication considering the approval of Amendment No. 15 to the Near West Side Conservation Plan (1st Ward). We recommend that Your Honorable Body *Pass* the said ordinance, which is transmitted herewith.

This recommendation was concurred in by 10 members of the committee, with no dissenting votes.

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Respectfully submitted,  
(Signed) SHENEATHER Y. BUTLER,  
*Chairman.*

On motion of Alderman Pucinski, 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, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The Near West Side Conservation Community Council, the Department of Urban Renewal and the City Council heretofore approved the Near West Side Conservation Plan; and

WHEREAS, The Near West Side Conservation Community Council, on April 20, 1988, approved Plan Amendment No. 15 to said Plan; and

WHEREAS, The Department of Urban Renewal Board, by Resolution No. 88- DUR-29 adopted on April 26, 1988, approved Plan Amendment No. 15 to said Plan, which amendment is attached hereto and incorporated in this ordinance; and

WHEREAS, Amendment No. 15 provides for a change in the land use for the public right-of-way west of the intersection at West Flournoy Street and South Laflin Street to residential open space, which right-of-way terminates in a cul- de-sac west of Laflin and lies immediately south of the Garibaldi Square development; and

WHEREAS, The Land Use Map promulgated with this amendment illustrates the property to be conveyed to the Garibaldi Square development; and

WHEREAS, The City Council has reviewed the foregoing submittal, and it is the sense of the City Council that said Plan Amendment No. 15, together with the Plan, as amended, constitutes a Conservation Plan within the meaning of the Urban Renewal Consolidation Act of 1961, and that the Plan, as amended, is in accord with the modern principles of urban planning and within the general recommendations of the Chicago Plan Commission for the area covered thereby, and the City Council desired to evidence its approval of the Plan, as amended; now, therefore,

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



SECTION 1. That Amendment No. 15 to the Near West Side Conservation Plan as amended, dated April, 1988, incorporated herein by reference, having been duly considered, is hereby approved.

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

Amendment No. 15 attached to this ordinance reads as follows:

*Amendment Number 15*

*To The*

*Near West Side Conservation Plan.*

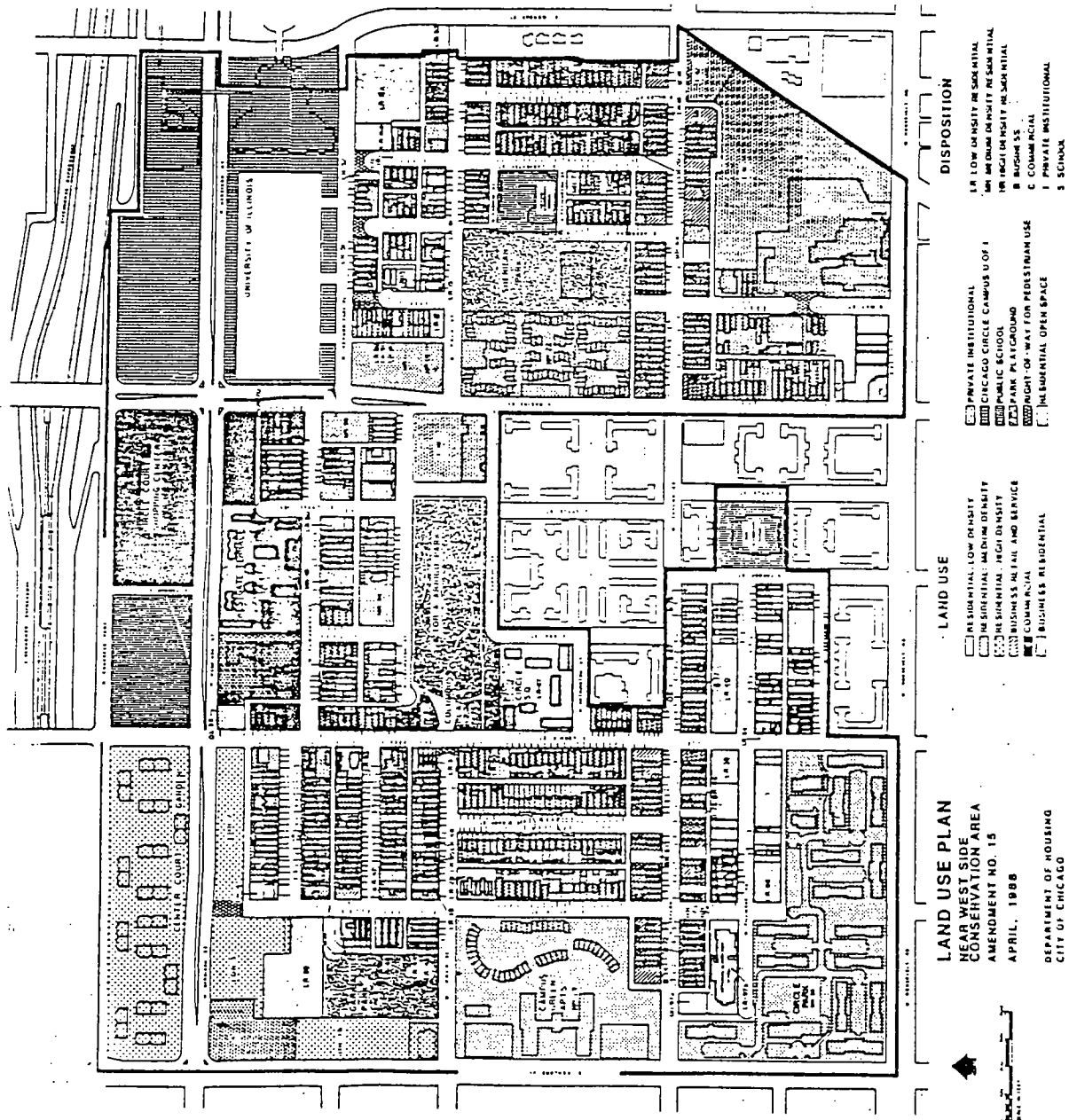
The Near West Conservation Plan, as approved by the City Council of the City of Chicago on October 11, 1961 and as amended by Amendment No. 1 approved on June 29, 1969; Amendment No. 2 approved on August 1, 1969; Amendment No. 3 approved on May 23, 1978; Amendment No. 4 approved on October 24, 1978; Amendment No. 5 approved on September 16, 1980; Amendment No. 6 approved on May 28, 1981; Amendment No. 7 approved on May 5, 1982; Amendment No. 8 approved on July 27, 1983; Amendment No. 9 approved on August 7, 1985; Amendment No. 10 approved on June 6, 1986; Amendment No. 11 approved on August 28, 1986; Amendment No. 12 approved by the Department of Urban Renewal Board on July 15, 1986; Amendment No. 13 approved by the City Council on October 30, 1986; and Amendment No. 14 approved by the City Council on March 30, 1988 is hereby amended as follows:

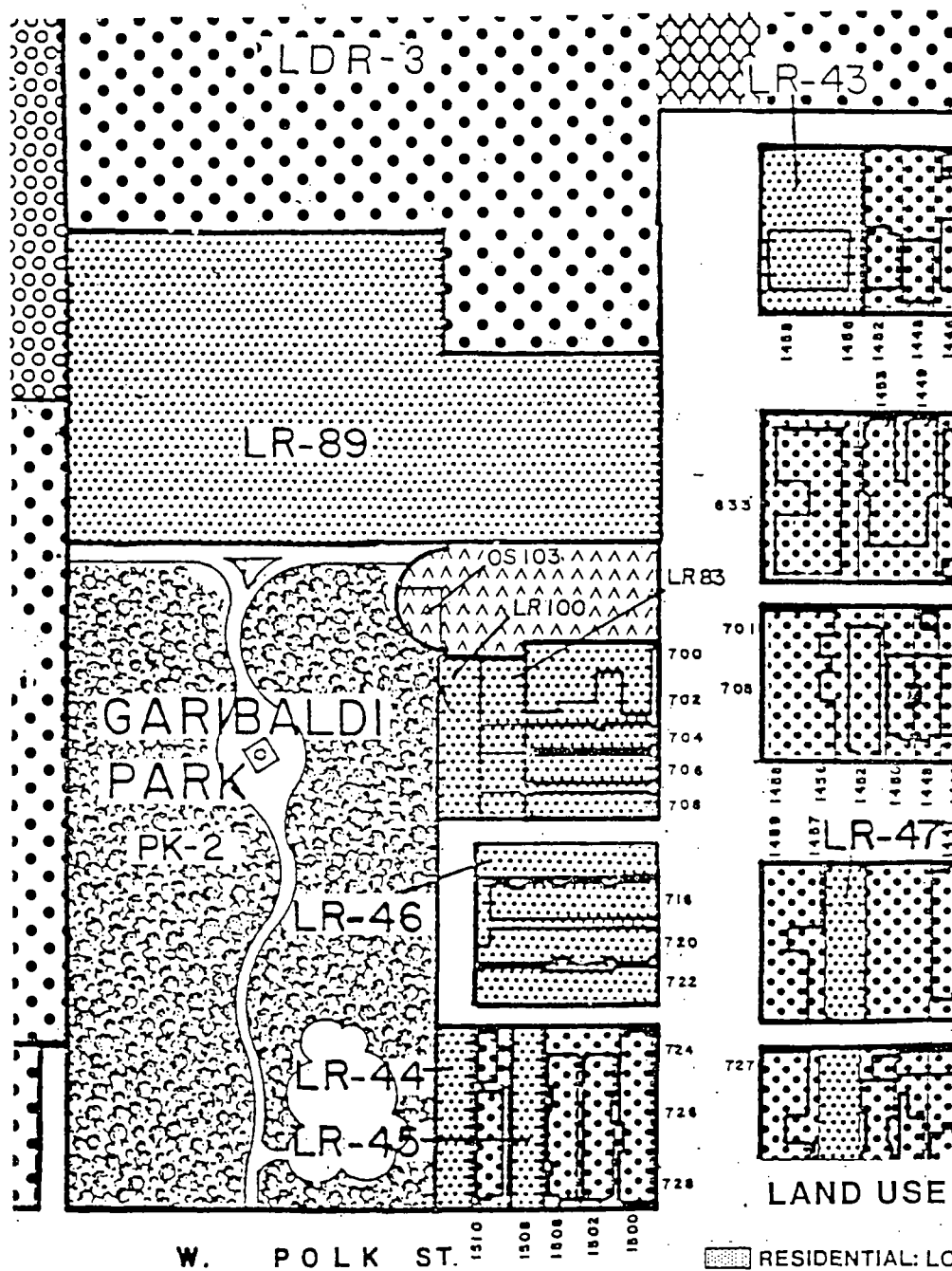
1. Substitute the Land Use Plan map dated October, 1987 with the Land Use Plan map dated April, 1988.

This Land Use Plan map has been revised to reflect the following change:

The public right-of-way (including the cul-de-sac) west of the intersection at West Flournoy Street and South Laflin Street, bounded on the south by a structure located at 700 South Laflin Street, on the west by Garibaldi Park, and on the north by Disposition Parcel LR-89, will be vacated and changed to Residential Open Space.

[Land Use Plan map and drawing attached to this ordinance printed  
on pages 16641 through 16642 of this Journal.]





## LAND USE PLAN (Partial)

NEAR WEST SIDE  
CONSERVATION AREA

AMENDMENT NO. 15

APRIL, 1988

DEPARTMENT OF HOUSING  
CITY OF CHICAGO

SALE OF PARCEL LR-74 IN PROJECT SOUTHEAST  
ENGLEWOOD.

The Committee on Housing submitted the following report:

CHICAGO, July 27, 1988.

*To the President and Members of the City Council:*

Your Committee on Housing, having had under consideration a proposed ordinance with a communication approving the sale of Parcel LR-74 to Mr. Roger M. Berkely for the amount of \$14,010.30. We recommend that Your Honorable Body *Pass* the said ordinance, which is transmitted herewith.

This recommendation was concurred in by 10 members of the committee, with no dissenting votes.

Respectfully submitted,  
(Signed) SHENEATHER Y. BUTLER,  
*Chairman.*

On motion of Alderman Pucinski, 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, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The Urban Renewal Plan, as amended, for Project Southeast Englewood heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, Parcel LR-74, as identified by a plat of survey on file at the offices of the Department of Housing, is located at 7216--7240 South Vincennes Avenue and contains 15,567.0 square feet; and

WHEREAS, The Department of Urban Renewal has approved the sale of said parcel of property to Roger M. Berkeley, an individual ("purchaser") by Resolution No. 88-DUR-36, adopted by the Department of Urban Renewal on May 17, 1988, a certified copy of which has been transmitted to this body for approval; and

WHEREAS, The proposed development for Parcel LR-74 consists of the creation of residential parking and open space by the purchaser in conformance with the Southeast Englewood Urban Renewal Plan, as amended; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal, where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered said resolution and the proposed sale of said parcel of property as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. The sale proposed by the Department of Urban Renewal of a certain parcel of property in Project Southeast Englewood is hereby approved as follows:

| Purchaser        | Parcel | Sq. Ft.  | Sq. Ft.<br>Price | Total<br>Price |
|------------------|--------|----------|------------------|----------------|
| Roger M. Berkley | LR-74  | 15,567.0 | \$.90            | \$14,010.30    |

provided said figures are subject to adjustment based upon the final determination of the square footage of said parcel.

SECTION 2. The Mayor is authorized to execute, and the City Clerk to attest a deed of conveyance for the property described in Section 1 above.

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

SALE OF PARCEL LR-44 IN PROJECT  
SOUTHEAST ENGLEWOOD.

The Committee on Housing submitted the following report:

CHICAGO, July 27, 1988.

*To the President and Members of the City Council:*

Your Committee on Housing having had under consideration a proposed ordinance with a communication approving the sale of Parcel LR-44, Project Southeast Englewood to Annette Mayfield Allen for \$8,420.30. We recommend that Your Honorable Body *Pass* the said ordinance, which is transmitted herewith.

This recommendation was concurred in by 10 members of the committee with no dissenting votes.

Respectfully submitted,  
(Signed) SHENEATHER Y. BUTLER,  
*Chairman.*

On motion of Alderman Pucinski, 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, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The Urban Renewal Plan, as amended, for Project Southeast Englewood heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, Parcel LR-44, as identified by a plat of survey on file at the offices of the Department of Housing, is located at 6801 South Perry Avenue and contains 8,420.3 square feet; and

WHEREAS, The Department of Urban Renewal has approved the sale of said parcel of property to Annette Mayfield Allen, an individual ("purchaser") by Resolution No. 88-DUR-32, adopted by the Department of Urban Renewal on April 26, 1988, a certified copy of which has been transmitted to this body for approval; and

WHEREAS, The proposed development for Parcel LR-44 consists of the creation of residential parking and open space by the purchaser in conformance with the Southeast Englewood Urban Renewal Plan, as amended; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal, where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered said resolution and the proposed sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. The sale proposed by the Department of Urban Renewal of a certain parcel of land in Project Southeast Englewood is hereby approved as follows:

| Purchaser              | Parcel | Sq. Ft. | Sq. Ft.<br>Price | Total<br>Price |
|------------------------|--------|---------|------------------|----------------|
| Annette Mayfield Allen | LR-44  | 8,420.3 | \$1.00           | \$8,420.30     |

provided said figures are subject to adjustment based upon the final determination of the square footage of said parcel.

SECTION 2. The Mayor is authorized to execute, and the City Clerk to attest a deed of conveyance for the property described in Section 1, above.

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

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ISSUANCE OF FINAL LOAN COMMITMENTS TO SIX RECIPIENTS UNDER  
RENTAL REHABILITATION AND MULTI-UNIT REHABILITATION  
ASSISTANCE PROGRAMS.

The Committee on Housing submitted the following report:

CHICAGO, July 27, 1988.

*To the President and Members of the City Council:*

Your Committee on Housing having had under consideration a proposed ordinance with a communication signed by Mayor Eugene Sawyer, authorizing the issuance of loan commitments and the execution of loan documents under the rental rehabilitation program. We recommend that Your Honorable Body *Pass* the said ordinance, which is transmitted herewith.

This recommendation was concurred in by 10 members of the committee with no dissenting vote.

Respectfully submitted,  
(Signed) SHENEATHER Y. BUTLER,  
*Chairman.*

On motion of Alderman Pucinski, 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, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

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

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



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

WHEREAS, The United States Department of Housing and Urban Development has approved the allocation of \$20,365,900 of Rental Rehabilitation Program grant funds to the City; and

WHEREAS, The City of Chicago has aggregately programmed \$29,000,000 of Community Development Block Grant funds for its Multi-Unit Rehabilitation Assistance program ("MULTI-Program") in Program Years IX through XIV, wherein low interest rehabilitation loans are made available to owners of rental properties containing five or more dwelling units in low and moderate income areas, and the MULTI-Program is administered by the City's Department of Housing; and

WHEREAS, The continuing reduction of federal dollars available to the City of Chicago to finance low income housing projects makes it desirable for the City to make other direct or indirect contributions to these projects in order to reduce overall project costs and therefore ensure project feasibility; and

WHEREAS, The Department of Housing has preliminarily reviewed and approved the making of six (6) low interest rehabilitation loans in the aggregate amount of \$1,512,750 said loans to be funded in part with Rental Rehabilitation Program funds and in part with MULTI-Program funds where said funds, when loaned, will leverage an additional \$2,428,748 in private investment for the rehabilitation of 77 dwelling units; and wherein said loans are each in excess of \$75,000 and are more particularly described in Exhibit "A" attached hereto and made part hereof; and

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

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

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

SECTION 2. The aforesaid Commissioner is hereby authorized to enter into, negotiate and execute such agreements, documents, or notes as are required or necessary as

determined by the Corporation Counsel, to implement the terms and program objectives of the Rental Rehabilitation and the MULTI-Programs.

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

Exhibit "A" attached to this ordinance reads as follows:

*Exhibit "A".*

| Owner/Borrower<br>Address/No. Of Units                                                                     | Private<br>Financing | MULTI-Program<br>Rental Rehab. |
|------------------------------------------------------------------------------------------------------------|----------------------|--------------------------------|
| 1. Theodore Mazola<br>August P. Mauro<br>1039 South Racine Avenue<br>1117 South Racine Avenue<br>18 D.U.'s | \$ 675,915           | \$158,000                      |
| 2. Second Corporation<br>4818 South Dr. Martin Luther<br>King, Drive<br>7 D.U.'s                           | 217,983              | 225,000                        |
| 3. The Neighborhood Institute<br>7010 South Clyde Avenue<br>6 D.U.'s                                       | 144,700              | 196,000                        |
| 4. Charles J. Krieter<br>3316 West Palmer Street<br>7 D.U.'s                                               | 168,000              | 175,000                        |
| 5. Yiannis 52 Partnership<br>5200 North Winthrop Avenue<br>7 D.U.'s                                        | 178,950              | 153,950                        |
| 6. Peoples Housing<br>1700 West Juneway Terrace<br>32 D.U.'s                                               | 1,043,200            | 604,800                        |
| Total City Funds:                                                                                          | \$1,512,750          |                                |
| Total Project Funds:                                                                                       | \$2,428,748          |                                |

Total Development Costs: \$3,941,498

Total D.U.'s: 77

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*Action Deferred* -- EXECUTION OF DEVELOPMENT/LOAN  
AGREEMENT WITH PARK TOWER APARTMENTS,  
LIMITED FOR CONSTRUCTION  
OF CERTAIN RENTAL  
APARTMENTS.

The Committee on Housing submitted the following report, which was, on motion of Alderman T. Evans and Alderman Tillman, *Deferred* and ordered published:

CHICAGO, July 27, 1988.

*To the President and Members of the City Council:*

Your Committee on Housing having had under consideration a proposed ordinance with a communication authorizing the execution of a Development/Loan Agreement whereby \$3,966,250 in Housing Development Grant funds will be loaned to Park Tower Apartments, 31 of which will be reserved for low to moderate income. We recommend that Your Honorable Body pass the said ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with 3 dissenting votes.

Respectfully submitted,  
(Signed) SHENEATHER Y. BUTLER,  
*Chairman.*

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

WHEREAS, On July 9, 1986, after publication of notice and a public hearing, the City Council ("City Council") of the City of Chicago (the "City") passed an ordinance authorizing the submission of an application to the United States Department of Housing and Urban Development ("H.U.D.") for a Housing Development Action Grant ("H.D.G.") to assist in the financing of the construction of Park Towers Apartments ("Project"); (Journal of Proceedings, pp. 31455--31456); and

WHEREAS, On July 9, 1986, after publication of notice and a public hearing, the City Council passed an inducement ordinance whereby the City agreed to use its best efforts to provide revenue bond financing for construction of the Project; and

WHEREAS, The proposed Project would consist of one hundred fifty-five (155) units of rental housing to be constructed in the fourth ward, at 5132--5144 South Hyde Park Boulevard ("Property") of which thirty-one (31) would be set aside for low and moderate income persons pursuant to H.U.D. regulation; and

WHEREAS, On September 26, 1986, H.U.D. issued a Selection of Project for Preliminary Funding Approval to the City for a H.D.G. in an amount of \$3,966,250; and

WHEREAS, An agreement between the City and H.U.D. ("Grant Agreement") will provide that the H.D.G. funds are to be made available by the City to Park Tower Apartments, Limited the owner of the Project ("Developer"), in the form of a low-interest loan to be applied to certain construction costs, and that the loan would be repaid to the City under terms set forth in the Grant Agreement; and

WHEREAS, Pursuant to federal housing law, H.U.D. will grant H.D.G. funds only upon the condition that construction of the Project commences no later than September 26, 1988; and

WHEREAS, It would not be financially feasible to develop the Project with its proposed tenant mix without the loan of H.D.G. funds; and

WHEREAS, The Developer currently holds an option to the vacant Property and such Property is currently zoned to permit the proposed construction; and

WHEREAS, In response to concerns that the proposed site at 5132--5144 South Hyde Park Boulevard was not the most desirable or appropriate for the Project, other suitable sites have been explored by the Department of Housing as alternate sites which could be substituted for the Property; and

WHEREAS, Due to a variety of factors, including the absence of required governmental approvals, in particular from H.U.D.; opposition from neighborhood residents; inappropriate zoning and/or lack of site control, none of the other sites identified provide an acceptable alternative site in that it would not be feasible to commence construction on any of such alternate sites on or before September 26, 1988, as required under the terms of the H.D.G. and federal housing law; and

WHEREAS, The City is in need of the new housing units which the Project would provide, particularly those to be set aside for low and moderate income persons; and

WHEREAS, It is in the best interests of the City that the City act to secure federal grant funds for low and moderate income housing, which funds have become increasingly scarce and difficult to obtain; and

WHEREAS, There is no assurance that a H.D.G. would be made available by H.U.D. at a future date to insure that such units could be constructed elsewhere; and

WHEREAS, Due to the delay in the implementation of the Project since the initial award of the H.D.G., there has been and continues to be the likelihood of ongoing litigation in connection with the Project, which the City wishes to avoid, if possible; now, therefore,

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

SECTION 1. The City affirms its intention to proceed with the Project at its presently proposed location. To this end, the Mayor and the Commissioner of the Department of Housing ("Commissioner") are each authorized to enter into and execute, on behalf of the City, a Development/Loan Agreement ("Agreement") by which the City will loan \$3,966,250 to the Developer for the partial financing of the construction of the Project. The City also reaffirms its previous action and agrees, subject to compliance with all requirements of federal, state and local law, and such further requirements of the City and the Department of Housing, to use its best efforts to provide revenue bond financing for the Project, in an amount not to exceed \$14,100,000, on terms and conditions mutually acceptable to the City and the Developer, which terms and conditions shall be subject to City Council approval.

SECTION 2. The Mayor and the Commissioner are each further authorized to enter into and execute all other instruments, documents and agreements as may be necessary and proper to effectuate the terms and conditions of the Housing Development Grant Number IL-004-HG601 and the Agreement, said Agreement to be in substantial compliance with the following terms:

|            |                                                                   |
|------------|-------------------------------------------------------------------|
| Amount:    | \$3,966,250                                                       |
| Term:      | 24 years                                                          |
| Security:  | Second Mortgage on the Property                                   |
| Repayment: | Loan will bear simple interest as follows:                        |
|            | Years 1--7                      0%                                |
|            | Years 8--13                    3%                                 |
|            | Years 14--17                  6%                                  |
|            | Years 18--24                  8%                                  |
| Principal: | To be repaid in Years 8--24 from the Project's residual receipts. |

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

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

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**SALE OF PARCEL C-2 IN COMMERCIAL DISTRICT DEVELOPMENT  
PROJECT CLYBOURN-OGDEN TO WRIGHTWOOD  
DEVELOPMENTS.**

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, approving the sale by the Commercial District Development Commission of Parcel C-2 in Project Clybourn-Ogden to Wrightwood Developments.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan for Project Clybourn-Ogden heretofore has been approved by the Commercial District Development Commission and by the City Council of the City of Chicago; and

WHEREAS, The Commission proposes to accept an offer made by Wrightwood Developments to purchase a parcel of land commonly known as 1301--1339 North Halsted Street and 1302--1312 North Ogden Avenue and designated as Parcel C-2 on the Disposition Parcel Map which is available for inspection at the Office of the Economic Development Department; and

WHEREAS, The Commercial District Development Commission adopted Resolution No. 88-CDDC-9 on May 25, 1988, whereby it recommends to the City Council that it approve the sale of Parcel C-2 in Project Clybourn-Ogden to Wrightwood Developments as provided therein; a certified copy of said resolution has been transmitted to this body; and

WHEREAS, The City Council has considered the said resolution and the indicated sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. That the sale proposed by the Commercial District Development Commission of Parcel C-2 in Commercial District Development Project Clybourn-Ogden, is hereby approved as follows:

| Purchaser               | Parcel | Sq. Ft.<br>Price | Total<br>Price                                                                        |
|-------------------------|--------|------------------|---------------------------------------------------------------------------------------|
| Wrightwood Developments | C-2    | \$4.51 +         | \$360,000.00<br>(plus \$30,000.00<br>if more than a<br>parking lot is<br>constructed) |

Parcel C-2 is legally described as follows:

Lots 1, 2, 3, 4, 5, 6, 7 and 8 (except those parts of Lots 1, 2, 3, 4, 5 and 6 taken for the opening of North Ogden Avenue) in the Assessor's Division of the Subdivision of Lots 91 and 93 in Butterfield's Addition to Chicago in the Northwest 1/4 of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

And

Lots 1, 2, 3 and 4 together, with the vacated 13-foot alley adjoining said Lots 2, 3 and 4, all in the Subdivision of parts of Lots 91 and 93 in Butterfield's Addition to Chicago, aforesaid,

And

Lots 1, 2, 3, 4 and 5 (including part of Lot 2 formerly used as an alley, now vacated) in County Clerk's Division of part of Lots 91 and 93 in Butterfield's Addition to Chicago, aforesaid,

And

Lots 1, 2, 3, 4, 5 and 6 (except those parts of Lots 3, 4, 5 and 6 taken for the opening of North Ogden Avenue) in the Assessor's Division of Lot 89 in Butterfield's Addition to Chicago, aforesaid,

And

Lot 4 (except part taken for the opening of North Ogden Avenue) in the Assessor's Division of the North 1/2 of Lot 87 in Butterfield's Addition to Chicago, aforesaid,

And

All of West Evergreen Street (66-foot wide) and West Goethe Street (40-foot wide) lying between the East line of North Halsted Street, extended and the Northwesterly line of North Ogden Avenue, extended, as opened by ordinance passed February 18, 1919, said streets, Evergreen and Goethe, being vacated by city ordinance passed November 14, 1978, and recorded January 4, 1979, as Document No. 2478416.

SECTION 2. The Mayor is authorized to execute, on behalf of the City of Chicago, a contract for the sale of land, a deed and any other documentation which may be necessary to effectuate the above sale, subject to approval of the Corporation Counsel as to form and legality.

SECTION 3. This ordinance shall be effective immediately upon its passage.

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COMMISSIONER OF PUBLIC WORKS AUTHORIZED TO NEGOTIATE  
FOR ACQUISITION OF RIGHT-OF-WAY ALONG EAST  
47TH STREET BETWEEN SOUTH RACINE  
AVENUE AND SOUTH LAKE  
PARK AVENUE.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Commissioner of Public Works to negotiate for the purchase of the right-of-way along East 47th Street between South Racine Avenue and South Lake Park Avenue for improvements to East 47th Street.



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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*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. Whereas, on May 25, 1988, Council Journal pages 13608--13612 the City Council of the City of Chicago authorized the execution of a project agreement with the State of Illinois; it is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that said City acquire for public use for the Department of Public Works the following described property required for the right-of-way along East 47th Street between South Racine Avenue and South Lake Park Avenue.

Parcel 1.

That part of Lots 7 and 8 in Stock Yard Subdivision of the east 1/2 of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian described as follows: Beginning at a point on the west line of South Halsted Street being a point 40 feet west of the southeast corner of aforesaid Section 5 and 59 feet north of said southeast corner (said point being the most northeasterly corner of a parcel of land conveyed to the City of Chicago for street purposes by quit claim deed recorded July 20, 1956 as Document No. 16644104 in the Office of the Recorder of Deeds, Cook County, Illinois); thence north along said west line of South Halsted Street a distance of 4 feet, thence southeasterly a distance of 38.40 feet to a point 75 feet west of the east line of said Section 5 and 47 feet north of the south line of said Section 5; thence west along a line 47 feet north of and parallel with the south line of said Section 5, a distance of 140 feet; thence southwesterly a distance of 180.54 feet to the north line of west 47th Street, being a line 33 feet north of the south line of said Section 5; thence east along said north line of west 47th Street a distance of 180 feet to a point 215 feet west of the east line of said Section 5 (said point being the most southwesterly corner of the aforesaid parcel conveyed to the City of Chicago); thence north, a distance of 9 feet to a point 42 feet north of the south line of said Section 5 and 215 feet west of the east line of said Section 5; thence east 135 feet to a point 42 feet north of the south line of Section 5 and 80 feet west of the east line of said Section 5; thence northeasterly, a distance of 43.46 feet to the point of beginning.

## Parcel 2.

That part of Lot 1 in Fowler's Resubdivision of part of the south side Homestead Association Addition, a subdivision of the north 1/2 of the northwest 1/4 of Section 9, Township 38 North, Range 14 East of the Third Principal Meridian, lying northwest of a straight line drawn from a point on the north line of said Lot 15 feet east of the northwest corner of said Lot 1 to a point of the west line of said Lot 1, 15 feet south of the northwest corner of said Lot 1, in Cook County, Illinois.

SECTION 2. The Commissioner of Public Works is authorized and directed to negotiate with the title holder for the purchase of the property described in Section 1 of this ordinance.

If the Commissioner of Public Works is able to agree with the title holder of the property for the purchase thereof, he is authorized to purchase the property for the agreed price, subject to the approval of state (I.D.O.T.) and federal (F.H.A.) funding agencies.

SECTION 3. If the Commissioner of Public Works is unable to agree with the title holder of the property upon the purchase price thereof, or if the title holder is incapable of consenting to the sale thereof, or if the name or residence of said title holder of record is unknown, or is a non-resident of the State of Illinois, then the Commissioner of Public Works shall report such facts to the Corporation Counsel. Upon receipt of such report, the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain, and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the use set above.

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

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GRANT OF EASEMENT TO INDIANA HARBOR BELT RAILROAD  
COMPANY FOR CONSTRUCTION, OPERATION AND  
MAINTENANCE OF RAILROAD TRACK  
FACILITIES.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, approving a Grant of Easement to Indiana Harbor Belt Railroad Company for the construction, operation and maintenance of railroad track facilities approximately 250 feet east of South Lawndale Avenue.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to ordinances enacted January 18, 1983 (Council Journal Proceedings, page 14903) and October 1, 1984 (Council Journal Proceedings, pages 9803 to 9807), the City of Chicago has entered into a grant contract with the Urban Mass Transportation Administration, dated July 28, 1986 for the purpose of constructing the Southwest Rapid Transit Project; and

WHEREAS, Pursuant to an ordinance enacted by the City Council of the City of Chicago on April 1, 1987 (Council Journal Proceedings, pages 40763--40765), certain property owned by the Indiana Harbor Belt Railroad was acquired by the City of Chicago in furtherance of the Southwest Rapid Transit Project, causing a potential disruption of that railroad's service; and

WHEREAS, The City of Chicago owns property which would be suitable for the relocation of Indiana Harbor Belt Railroad track; and

WHEREAS, The Urban Mass Transportation Administration and the Illinois Department of Transportation have approved funding for expenses incurred by the Indiana Harbor Belt Railroad in constructing relocated railroad track; and

WHEREAS, The City of Chicago is a home rule unit of government pursuant to the Illinois Constitution of 1970, Article VII, Section 6(a); now, therefore,

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

SECTION 1. An Easement over the real property described in the attached Grant of Easement to the Indiana Harbor Belt Railroad is hereby approved.

SECTION 2. The Acting Mayor is authorized to execute an Easement Grant substantially in the form attached hereto upon the approval of the Corporation Counsel as to form and legality.

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

Grant of Easement attached to this ordinance reads as follows:

*Easement Grant.*

This Grant of Easement, made this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 1988, from the City of Chicago, an Illinois municipal corporation, 121 North LaSalle Street, Chicago, Illinois (hereinafter alternatively called the "Grantor" and "City"), to Indiana Harbor Belt Railroad Company, 2721 161st Street, P.O. Box 389, Hammond, Indiana 46326, (hereinafter alternatively called the "Grantee" and the "I.H.B.").

*Witnesseth:*

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and in further consideration of Grantee keeping and performing the covenants and conditions hereinafter stated, does hereby grant unto Grantee, its successors and assigns, subject to the terms and conditions hereinafter set forth, a perpetual Easement for construction, operation and maintenance of railroad track facilities on the following described premises (the "Easement Property") made necessary by the construction and operation of the Southwest Transit Line, situated in Cook County, State of Illinois, to wit:

Approximately 250 feet East of South Lawndale Avenue.

That part of the South 1/2 of the Northwest 1/4 of Section 11, Township 38 North, Range 13 East of the Third Principal Meridian described as follows: Commencing at a point on the West line of the East 116 feet of said South 1/2 of the Northwest 1/4 at a point which is 203.59 feet North of the North line of the South 784.38 feet of said South 1/2 of the Northwest 1/4; thence North along the West line of said East 116 feet, having a bearing of North 01 degree, 38 minutes, 23 seconds West (assumed), a distance of 176.64 feet to the point of beginning; thence continuing along the West line of said East 116 feet, a distance of 37.26 feet, to a point on a curve; thence Southwesterly along the arc of a circle concave to the Southeast having a radius of 2,279.00 feet, an arc distance of 300.89 feet, with a chord bearing South 70 degrees, 48 minutes, 14 seconds west and a length of 300.67 feet, to a point on a curve, said curve being the Northwesterly line of a 66 foot wide strip conveyed to the Terminal Railroad Company described in Document Number 2471256 recorded December 4, 1896, and in other deeds; thence Southwesterly along said curved line concave to the Southeast having a radius of 636.80 feet, an arc distance of 101.19 feet, with a chord bearing South 36 degrees, 55 minute, 42 seconds west and a length of 101.09 feet to its intersection with a curved line convex to the Northwest having a radius of 1,027.00 feet; thence Northeasterly along said curved line, an arc distance of 368.47 feet to a point of tangency, with a chord bearing of North 67 degrees, 26 minutes, 41 seconds East and a length of 366.94 feet; thence North 76 degrees, 18 minutes, 34 seconds East along said tangent line a distance of 7.07 feet to the point of beginning, area = 11,878.8213 square feet.

In Further Consideration of the grant of the perpetual Easement herein contained, this Easement Grant is made subject to the following express conditions:

1. Said railroad track facilities shall be constructed over and upon the Easement Property substantially in accordance with the specifications and plans prepared by the I.H.B. The City shall restore the Easement Property to a grade equivalent to adjacent and existing I.H.B. track. The I.H.B. shall be responsible for the construction of its railroad track facilities and the cost of the construction shall be borne by the City through and as part of that certain Force Account Agreement between the City and the I.H.B. dated \_\_\_\_\_.

2. The I.H.B. expressly assumes all responsibility for, and shall save and keep harmless the Grantor against any and all detriment, loss, damage, claims, liability demands, cost or expense, including reasonable counsel fees, which it may suffer, incur or sustain, or be subject to, directly or indirectly for personal injury, or death of persons, or loss, or damage to property, arising out of or caused by the construction, operation or maintenance by I.H.B. or any railroad exercising trackage rights pursuant to an agreement with the I.H.B. or any other use by the I.H.B. of the Easement Property by virtue of the rights granted herein. In the event of the bringing of any action, suit or suits, against Grantor growing out of any such loss, damage, cost or expense, Grantor shall give written notice to the I.H.B. of the commencement of such action, suit or suits, and thereafter the I.H.B. shall assume the defense thereof; provided, however, nothing herein shall serve to bar Grantor from defending itself or acting in a co- counsel capacity in conjunction with the I.H.B.'s defense of Grantor. The I.H.B. shall save and keep harmless Grantor from any claims for mechanics' liens by reason of any construction work, repairs, replacements, or other work, or for any improvements made or placed upon or to the Easement Property by the I.H.B.

3. The rights and obligations of Grantor and the I.H.B. respectively hereunder shall inure to the benefit of and be binding upon their respective successors and assigns, and all terms, conditions, and covenants herein shall be construed as covenants, running with the land.

4. The City shall have at all times the right of unobstructed access to, movement upon and movement across said Easement Property by motor vehicle for the purposes of constructing, maintaining, operating and repairing the Southwest Transit Line.

a) In the event of a non-emergency, the City shall give the I.H.B. 48 hours notice of its intent to utilize said access and cooperate with the I.H.B. to develop a plan minimizing disruption to the I.H.B.'s service. For purposes of this subparagraph 4(a), notice shall be given to the I.H.B.'s Maintenance of Way Engineer.

b) In the event of an emergency, the City shall notify I.H.B.'s Train Dispatcher as soon as practical and otherwise exercise reasonable care while on the Easement Property, including but not limited to the use of flagmen.

5. The I.H.B. shall have a right of access to the Easement Property across that certain City property adjacent to the northerly line of the Easement Property.

6. All notices required to be given under this Agreement not otherwise provided for above shall be directed, in writing, to the Grantor as follows:

Corporation Counsel  
Department of Law  
Room 511, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602

and to the Grantee as follows:

General Manager  
Indiana Harbor Belt Railway Company  
2721 161st Street  
P.O. Box 389  
Hammond, Indiana 46325

7. This Agreement shall be executed in triplicate, each of which is to be deemed an original.

8. This Grant of Easement shall be subject to existing interests in the Easement Property to whomsoever belonging and of whatsoever nature and any and all extensions and renewals thereof, including but not limited to underground pipe line or lines, or any type of wire line or lines, if any.

9. The Grantor does not warrant its title to the Easement Property nor undertake to defend the Grantee in the peaceable possession, use or enjoyment thereof; and the grant herein made is subject to all liens, encumbrances, restrictions and other matters of record, if any. Notwithstanding the foregoing Grantor shall use its best efforts to secure from the Chicago Title and Trust Company a title commitment reflecting Grantee's unencumbered interest in the Easement Property.

10. This Grant of Easement shall terminate upon issuance by the Interstate Commerce Commission of a Certificate of Abandonment for railroad track facilities located upon the Easement Property. This Grant of Easement shall also terminate in the event Grantee, or its successors and assigns permanently cease railroad operations upon the Easement Property or use said Easement Property for any purpose other than construction, operation and maintenance of railroad track facilities. In the event this Grant of Easement terminates as provided in this Paragraph Ten (10), Grantee covenants to convey upon Grantor's written request a Release Deed, releasing any and all interest to the Easement Property to Grantor.

11. This Grant of Easement is contingent upon the I.H.B. furnishing City with such policies and certificates of insurance, substantially conforming with Exhibit "A" attached hereto and made a part hereof, naming the City as a co-insured. All insurance policies must

be written by reliable and well rated insurance companies acceptable to the City, in its sole reasonable judgment. It is understood and agreed that the furnishing by the I.H.B. of the above insurance shall not limit, affect or modify the contractual liability assumed by the I.H.B. in the indemnity provision of this Agreement.

12. Grantee's right to construct, maintain and operate railroad track facilities shall at all times be subject to compliance with all Illinois Commerce Commission Regulations regarding railroad track facilities construction, including but not limited to those certain minimum clearance standards detailed at 92 Illinois Administrative Code Chapter III, Part 1500.

13. Grantee shall not at any time contract for construction or maintenance work upon the Easement Property without first notifying Grantor and providing Grantor with acceptable insurance coverage, approval of which shall be in writing from the City of Chicago Commissioner of Public Works.

[Signature forms omitted for printing purposes.]

Exhibit "A" attached to this Grant of Easement reads as follows:

*Exhibit "A".*

*Insurance.*

B. By Grantee

1. Contractual General Liability Coverage:

- Evacuation, expense and damage
- F.E.L.A.
- B.I./P.D. combined single limit
- 5,000,000 per occurrence.

ACCEPTANCE OF DEED FOR CERTAIN PROPERTY FROM WIRE  
SALES COMPANY AND RE-CONVEYANCE OF SAID  
PROPERTY TO BELT RAILWAY COMPANY  
FOR RELOCATION OF RAILROAD  
TRACK.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the acceptance of a deed for certain property from Wire Sales Company and further authorizing the re-conveyance of said property to Belt Railway Company for use as a replacement site for railroad tracks displaced by the Southwest Rapid Transit Project.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to ordinances enacted January 18, 1983 (Council Journal Proceedings, page 14903) and October 1, 1984 (Council Journal Proceedings, pages 9803 to 9807), the City of Chicago has entered into a Grant Contract with the Urban Mass Transportation Administration, dated July 28, 1986, for the purpose of constructing the Southwest Rapid Transit Project; and

WHEREAS, Pursuant to the ordinance enacted by the City Council of the City of Chicago on April 1, 1987, certain property owned by the Belt Railway Company was acquired by the City of Chicago, causing a potential disruption of that railroad's service; and

WHEREAS, Wire Sales Company desires to donate property to the City of Chicago suitable for the relocation of Belt Railway Company operations; and

WHEREAS, The City Council of the City of Chicago finds that the construction of the Southwest Rapid Transit Project would be aided by the Belt Railway Company's relocation upon property donated to the City of Chicago by Wire Sales Company; and



WHEREAS, The Urban Mass Transportation Administration \_\_\_\_\_ and expenses incurred by the Belt Railway Company in constructing relocated railroad track; and

WHEREAS, The City of Chicago is a home rule unit of government pursuant to the Illinois Constitution of 1970, Article VII, Section 6(a); now, therefore,

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

SECTION 1. The Corporation Counsel is directed to review the proposed conveyance of property from Wire Sales Company to the City of Chicago including the proposed deed, the state of the title and the existence of liens, encumbrances and unpaid taxes.

SECTION 2. Upon the approval of the Corporation Counsel, the Acting Mayor is authorized to accept a deed to the property from Wire Sales Company, the legal description of which is attached hereto as Attachment "A" and made a part hereof.

SECTION 3. The Acting Mayor is further authorized to convey to the Belt Railway Company by quitclaim deed said property obtained from Wire Sales Company at a nominal amount for use as a replacement site for railroad track in furtherance of the Southwest Rapid Transit Project.

SECTION 4. This ordinance shall be in full force and effect from the date of its passage.

Attachment "A" to this ordinance reads as follows:

*Attachment "A".*

Parcel PR-016A.

Approximately 320 Feet North Of The Belt Railway

Crossing Of 55th Street.

That part of the former right of way of the Belt Railway of Chicago lying southerly of Block 25 in W. F. Kaiser and Company's Ardale Subdivision of the west 1/2 of the southwest 1/4 and the west 3/4 of the east 1/2 of the southwest 1/4 of Section 10, Township 39 North, Range 13 East of the Third Principal Meridian described as follows:

Commencing at a point 39 feet south of, as measured at right angles to, the north line of said Block 25 and 438.57 feet east of the west line of the aforesaid Block 25, as measured along a line 39 feet south of and parallel to the north line of said Block 25; thence southwesterly along a straight line, (which line intersects a curved line described

as follows: Commencing at a point on the southerly extension of the west line of said Block 25 a distance of 276.45 feet; thence northeasterly on said curved line convex to the northwest and having a radius of 791.34 feet an arc distance of 629.58 feet, more or less, to a point which is 66 feet south of the north line and 412 feet east of the west line of said Block 25, said straight line intersecting said curve at a point 67.86 feet northeasterly from, as measured along said curved line, from the southwest corner of the parcel of land conveyed by a quitclaim deed dated April 15, 1965, and recorded on April 30, 1965, as Document Number 19450069, from the Belt Railway aforesaid to the Wire Sales Company) a distance of 47.54 feet to the point of beginning; thence continuing along said straight line a distance of 540.00 feet to the aforesaid point of intersection with the aforementioned curved line; thence northeasterly along a straight line which forms an angle of 8 degrees, 13 minutes, 00 seconds, as measured from the northeast to north from aforesaid straight line, a distance of 154.00 feet to a point on a line 22 feet northwesterly of and parallel with aforesaid straight line; thence northeasterly along said parallel line a distance of 284.91 feet; thence northeasterly along a straight line a distance of 105 feet to the point of beginning.

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ACCEPTANCE OF BID FOR PURCHASE OF CITY-OWNED  
VACANT PROPERTY LOCATED AT 1529 WEST  
HADDON AVENUE.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the acceptance of a bid for the purchase of city-owned vacant property located at 1529 West Haddon Avenue.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago hereby accepts the bid of Horst Witschonke, 1516 West Thomas Street, Chicago, Illinois 60622 to purchase for the sum of \$3,050.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed May 14, 1986, pages 29892--29893 described as follows:

Lot 51 in Block 2 of Page Brothers Subdivision of Block 15 and the Northwest quarter of Block 18 of Canal Trustees Subdivision of the West half (except the Southeast quarter of the Northwest quarter and the Northeast quarter of the Southwest quarter) of the West half of the Southwest quarter of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1529 West Haddon Avenue, Permanent Tax No. 17-05-301-016).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$410.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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EXECUTION OF LEASE AGREEMENT WITH GREENPEACE,  
U.S.A., INCORPORATED FOR SUNDRY PRIVILEGES  
AT NAVY PIER.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a lease agreement with Greenpeace, U.S.A., Incorporated for sundry privileges at Navy Pier.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Section 24.1 of the Municipal Code of Chicago place the management, control, and leasing at Chicago River under the jurisdiction of the Department of General Services, subject to approval of the Commissioner of General Services and the City Council: and

WHEREAS, The Department of General Services has submitted the Lease attached hereto and made a part hereof to this Body for its review and consideration; and

WHEREAS, This Body has duly reviewed said Lease and the recommendation of the Department of General Services; now, therefore,

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

SECTION 1. The Lease between the City of Chicago and Greenpeace U.S.A., Incorporated, which is substantially in the following form, is hereby approved.

SECTION 2. The Department of General Services is authorized to execute the same, subject to approval by the Corporation Counsel as to form and legality.

SECTION 3. This ordinance becomes effective immediately upon the passage thereof.

Lease agreement attached to this ordinance reads as follows:

*Lease Agreement.*

*Navy Pier Boats.*

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ A.D., between the City of Chicago, a municipal corporation of the State of Illinois (hereinafter called "Lessor") and Greenpeace U.S.A., Incorporated--The Beluga, a corporation organized and existing by virtue of the laws of the State of California (hereinafter called "Lessee").

*Witnesseth:*

Lessor, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Lessee, does hereby grant to Lessee the quiet, peaceable and secure use and enjoyment only by Lessee, the privileges hereinafter described on premises at Navy Pier, Streeter and Grand Avenues, Chicago, Illinois, hereinafter called "Navy Pier".

This agreement shall consist of two parts:

Part I--General Conditions;

Part II--Special Conditions numbered 1 to 6.

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other references, shall be implied or impressed upon such agreement that are not set forth herein at length.

*Part I -- General Conditions.*

*Article I.*

This agreement shall be subject and subordinate to:

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

(b) The right of Lessor to further develop, improve, maintain, modify and repair Navy Pier and Ogden Slip concrete docks and wharf area, the facilities therein and the roadways and approaches thereto, as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance by the Lessee.

*Article II.*

The Lessee shall not, without prior approval of Lessor assign or transfer this agreement nor any share, part or interest therein, nor any of the rights or privileges granted hereby,

nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Lessee further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at the Navy Pier and Ogden Slip dock and wharf area, with any individual, partnership or corporation without prior approval of Lessor, it being understood that the only activity that Lessee may conduct directly or indirectly, alone or through others, on, upon or from said demised premises and facilities located thereon, be they demised to the others or under the control of Lessor, is as authorized under the terms of this agreement.

In the event of the issuance of this right or privilege to more than one individual or other legal entity (or to any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Lessee shall be the joint and several obligation of each such individual or other legal entity.

If Lessee is a corporation and if the control thereof changes at any time during the term hereof, then Lessor may, at its option, declare such change a breach of this agreement, except that the public issue of any securities including voting shares by Lessee shall not be deemed a change of control.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of co-partners or joint ventures between the parties hereto or as constituting the Lessee as the agent or representative of the Lessor for any purpose or in any manner whatsoever.

### *Article III.*

Lessee has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence if its receipt of said premises in a safe, sanitary and sightly condition and in good repair. Subject to terms and completion of all work by Lessor as delineated in Part II.

### *Article IV.*

Lessee shall not attach, affix or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the consent in writing in each instance of the Commissioner of General Services (hereinafter called "Commissioner") any flags, placards, signs, poles, wires, aerals, antennae, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefore and if then approved may incorporate all or part thereof within this agreement as attachments thereto. Lessee attaches as Exhibit A the form of sign to be approved by Lessor.

*Article V.*

Lessee, at his own expense, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Lessor upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted. If said premises shall not be so kept by Lessee, Lessor may enter the premises without terminating the privilege or an interference with the possession of said premises. Lessor, shall then do all things necessary to restore said premises to the condition herein required. The cost and expense thereof shall be charged to Lessee. It is understood that Lessee shall not be responsible for repairing pre-existing defects or repairs/defects that are not visible from above water.

*Article VI.*

Lessee covenants and agrees to keep said premises free and clear of any and all liens in any way arising out of the use thereof by Lessee. Lessee agrees to bond against or discharge any mechanic's or materialmen's lien within fourteen (14) days written request therefore by Lessor.

In addition to the rent and charges hereinafter outlined, Lessee shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by federal and state law or ordinance of the City of Chicago. Notwithstanding the foregoing it is understood that the stipulated rental to be paid hereunder will be credited accordingly if the Lessee is required to pay the City of Chicago Boat Mooring Tax during the term of this lease.

Lessee shall assume all risks incident to or in connection with the business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations on the demised premises and shall indemnify, defend and save harmless the Lessor, their authorized agents and representatives, from any penalties for violation of its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the Lessee, or any of their agents or employees.

Lessor shall not be liable to Lessee for damage to property of Lessee or any loss of revenue to Lessee resulting from its acts, omissions or neglect in the maintenance and operation of the demised premises facilities. However, the Lessor will make every effort to maintain and operate the demised premises during the term of this lease in the condition that existed at execution of this lease.

*Article VII.*

Lessee, at its own expense, shall maintain during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Office of the City Comptroller, City of Chicago (hereinafter called "Comptroller") for the protection of Lessor and/or Lessee. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller and/or Supervisor of Leasing.

Said insurance may include, but need not be limited to, insurance coverage commonly known as, or similar in kind to, public liability, products liability, property damage, fire and extended coverage, worker's compensation, scaffolding acts, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies and endorsements thereto, shall name the City of Chicago and Public Building Commission as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Lessee shall deliver all policy originals or duplicate originals and endorsements thereto to the Supervisor of Leasing, Real Estate Office, 320 North Clark Street, Room 505, Chicago, Illinois 60610 for incorporation within this agreement as attachment thereto. Lessee shall not commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Lessee is in full force and effect.

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

*Article VIII.*

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

Lessor may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Lessor to Lessee the obligation of Lessee to pay rent shall cease and this agreement shall thereupon terminate. However, if Lessor does not give notice of termination, Lessee's obligation to pay rent shall abate during the existence of any damage or other casualty which renders the demised premises unsuitable for Lessee in continued operation of business. In the event the demised premises are rendered only partially unsuitable for Lessee's operation rent abatement shall be prorated. Prorated rental shall be determined by Lessor.



*Article IX.*

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

Operations to be conducted by the Lessee under this agreement shall be done at the sole expense of the Lessee and shall be subject to general inspection by the Lessor to insure a continuing quality of services.

Lessee does further covenant, promise and agree that said Lessee will not employ any person or persons in or about the premises who shall be objectionable to the Commissioner of General Services.

Lessee agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement.

*Article X.*

If Lessee shall vacate or abandon the premises, or any part thereof, or permit the same to remain vacant or unoccupied, or in case of the nonpayment of the rent and charges reserved hereby, or any part thereof, or of the breach of any covenant in this agreement contained, Lessee's right to the possession of the premises thereupon shall terminate, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of said premises, and if the Lessor so elects, this agreement shall thereupon terminate and Lessee shall surrender possession of the premises immediately.

The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of any right hereby given Lessor, or as an election not to proceed under the provisions of this agreement.

The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the premises. The Lessor may collect and receive any rent due from Lessee and payment or receipts thereof shall not waive or affect

any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

Lessee shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Lessor in enforcing the covenants and agreements of this agreement.

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

#### *Article XI.*

Lessee shall observe and comply with all laws, ordinances, rules and regulations of the United States Government, State of Illinois, County of Cook, City of Chicago and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Chicago River premises, now in effect.

#### *Article XII.*

Lessee, upon performing the covenants, conditions, and agreements herein contained, shall and may peacefully have, hold and enjoy the premises and privileges hereinafter granted.

#### *Article XIII.*

Lessee, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public in violation of any applicable local ordinance, state or federal law, regulation or executive order prohibiting discrimination because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Lessee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 C.F.R., 1964--1965 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1975; Ch. 38,

Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1975, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1975, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1975, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 C.F.R. Chapter 60.

To demonstrate compliance the Lessee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

*Article XIV.*

Lessee shall pay, or cause to be paid, wages not less than those determined to be prevailing for this locality pursuant to the Provisions of 29, C.F.R., Parts 4 and 5, as amended, or as may otherwise have been determined to be prevailing in this locality pursuant to the provisions of Ch. 48, Secs. 39s-1 to 39s-12 inclusive, Ill. Rev. Stat. 1975, whichever is the greater.

*Article XV.*

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

*Article XVI.*

Notices to the Lessor provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of General Services of the City of Chicago, Room 502, Chicago, Illinois 60610, and to the Supervisor of Leasing, Real Estate Division, 320 North Clark Street, Room 505, Chicago, Illinois 60610, and notices to Lessee provided for herein may be sent by first class mail, postage prepaid, addressed to Lessee at:

Mr. Jeff Howard  
Greenpeace U.S.A., Incorporated  
Great Lakes Regional Office  
1017 West Jackson Boulevard  
Chicago, Illinois 60607

*Article XVII.*

All of the terms and provisions of this Lease Agreement shall be binding upon and inure

to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

*Article XVIII.*

The unenforceability, invalidity, or illegality of any provision of this Lease Agreement shall not render the other provisions unenforceable, invalid or illegal.

*Article XIX.*

The rights of the Lessor hereunder shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

*Article XX.*

Lessor may enter the premises at any time upon giving reasonable notice to the Lessee and so long as the same does not unduly interfere with the Lessee's conduct of its regular business. In the event of an emergency, Lessor shall not be required to give Lessee notice prior to entering the premises.

*Article XXI.*

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

*Part II -- Special Conditions.*

1. Premises

Dock Area--The Beluga

Lessor grants to Lessee the exclusive privilege to use approximately 150 lineal feet of concrete dock space and wharf area on the south dock of Navy Pier from Frame 72-1/2 to Frame 80.

2. Vessel To Be Moored

Lessee shall use the vessel to operate a summer educational tour service which consists of The Beluga Vessel and for no other purposes whatsoever.

3. Term

The term of this Agreement shall begin on July 30, 1988 and terminate on August 20, 1988 or sooner.

4. Dock Area--Navy Pier--The Beluga

July 30, 1988 through August 30, 1988

Lessee agrees to pay Lessor for the privileges herein granted in Paragraph 1, a rental rate of Four Hundred and no/100 Dollars (\$400.00) payable by July 29, 1988.

Upon execution of this Lease Agreement, Lessee shall make certified check payable to "City of Chicago" and mail to:

Cary Kalant  
Supervisor of Leasing  
Department of General Services  
Real Estate Office  
320 North Clark Street, Suite 505  
Chicago, Illinois 60610

5. Operations

- A. Lessee, or any and all persons in his employ or any other persons, is expressly forbidden to use public address systems or other mechanical or hand operated voice or power operated megaphones in solicitation of business or for entertainment purposes, including music reproductions or other reproductions, and shall not use or employ persons to "bark" or solicit business either on the leased dock area or from aboard craft or any area or location in the vicinity of the operating area or underway on craft.
- B. Lessee shall have installed at his own expense a two-way shore communication system on all craft operated by Lessee including all craft that Lessee may operate on a temporary or substitute basis.

1. This system must be operating during and at any and all times when craft are underway, with passengers or crew or guests on board; and
  2. The pilot of each of said boats shall have full use and knowledge of how to use said two-way communication systems to the full satisfaction of the Commissioner; and
  3. No person shall be in charge of any craft who does not have such full knowledge of the operation of the communications system.
- C. Lessee shall advise the Commissioner of General Services in writing of the registration numbers of each of the craft used in their charter business prior to placing said craft into service. This shall apply to all craft including those operated by Lessee on a temporary or substitute basis.
- D. Lessee fully understands and agrees that Lessor does not warrant the docks, piers, quay walls and wharves to be safe for berthing or mooring vessels or for accepting and discharging passengers and assumes no responsibility as a wharfinger.
- E. Lessee fully understands and agrees that by entering into this agreement he waives and releases Lessor of and from all damages and claims on account of any existing conditions or any conditions that may hereafter develop at the berth or approaches to the berths, docks, piers, quay walls and wharves where the Lessee's vessels may be moored or berthed under the terms of this agreement.
- F. Lessee's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner of General Services Office.
- G. The insurance required under this Lease Agreement shall include, but not be limited to an indemnification in the penal sum of \$5,000,000 indemnification and saving harmless the City of Chicago and the Public Building Commission against any and all claims for damages on account of injury to or death of any person or persons or damage to property resulting from operations under this lease.
- H. Lessee shall be solely responsible for and promptly pay all charges for water, gas, heat, electricity, sewer and any other utilities used upon or furnished to the leased premises unless otherwise specified in Special Conditions of this lease or waived by the Department of General Services. Lessor will in no event be liable for any interruption or failure of utility services on the premises.
- I. Garbage Provisions:
1. All dumpsters for The Beluga will be consolidated near boat vessels in order to not interfere with public pedestrian traffic coming through the wharf area.

2. Garbage will be placed inside the dumpsters and dumpster lids will remain closed at all times. All garbage and trash that falls onto the grounds will immediately be swept up. The dumpsters will be kept clean and free of loose trash at all times. Dumpsters will be emptied whenever they become full. The Lessee is responsible for keeping the area free of grease, hosing it down with bleach or other approved cleaners to prevent foul odors from interfering with public use of the walkway.
  3. The Lessee will screen the dumpster area from the general public if necessary after consulting the Commissioner of General Services.
  4. Lessee shall provide its own scavenger service.
- J. Lessor will provide water and electrical hookup to vessel after lease has been approved by City Council.
- K. The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and State Statute.

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

[Signature forms omitted for printing purposes.]

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RENEWAL OF LEASE AGREEMENT AT 318 SOUTH MICHIGAN  
AVENUE FOR DEPARTMENT OF HOUSING.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the renewal of a lease agreement for the building at 318 South Michigan Avenue for use by the Department of Housing.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease renewal between Chicago Title and Trust Company, not personally but solely as Trustee under Trust Agreement dated November 2, 1977 and known as Trust Number 1070933, as Lessor, and the Department of Housing, as Lessee, for the entire building which consists of approximately 66,770 square feet of office space located at 318 South Michigan Avenue, such lease to be approved by the Commissioner of Housing and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease agreement printed on page 16680 of this Journal.]

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

Rider attached to this ordinance reads as follows:

*Rider.*

*Notification Provisions.*

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Supervisor of Leasing, Real Estate, Department of General Services, 310 North Clark Street, Suite 505, Chicago, Illinois 60610 or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

*Rental Payment Provisions.*

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

One Hundred Five Thousand Eight Hundred Thirty and 45/100 Dollars (\$105,830.45) per month for the period beginning on the 1st day of September, 1988 and ending on the 31st day of August, 1989;

(Continued on page 16681)



LEASE--Short Form Lease NO. 14027

Form C O No. 1P

City of Chicago

**This Agreement,** Made this 25th day of July,  
 A. D. 1988, between Chicago Title and Trust Company, not personally, but solely as Trustee,  
Under Trust Agreement Dated November 2, 1977, and known as Trust No. 1070933, as Lessor,  
 and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the  
 City of Chicago, County of Cook and State of Illinois, to-wit: the entire building containing approximately  
66,770 square feet of office space located at 318 S. Michigan Avenue, for use by the City  
of Chicago/Department of Housing. (Landlord and Tenant acknowledge that the total  
 rentable area of the Building is 73,398 square feet of which Tenant occupies  
 and utilizes the entire total amount. However, Landlord hereby agrees to  
 accept payment of rental on the previously designated area of 66,770 square  
 feet only.)

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of September  
 A. D. 1988, and ending on the 31st day of October A. D. 1993. Lessee has the right to  
 terminate this lease fifty (50) months from execution of Lease upon One Hundred Eighty  
(180) days prior written notice.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at  
The 310 Center, 310 S. Michigan Avenue, Chicago, IL 60604 at such other place as the Lessor from time  
 to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached  
Hereto and Made a Part Hereof.  
Provisions See Rider Attached Hereto and Made a Part Hereof.  
 Assessments for water tax  
 levied against said premises for all or part of the term of this lease shall be paid by the Lessor

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

For Responsibilities of Lessor and Lessee  
See Rider Attached Hereto and Made a  
Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Les-  
 sor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the  
 beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making  
 repairs.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem nec-  
 essary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be  
 regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior  
 to the termination of this lease, repairing any damage caused by such removal.

For provisions relating to Fire or Casualty Damage to the demised premises, See Rider Attac  
 Hereto and Made A Part Hereof.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.  
 Approved as to form and legality, except  
 as to property description and execution.

Approved:

Supervisor of Leasing,

Assistant Corporation Counsel

Real Estate Assoc.

Approved:

By:

Chicago Title and Trust Company, not persona  
 But Solely as Trustee under Trust Agreement  
 Dated November 2, 1977 and known as Trust  
 Number 1070933

By:

Beneficiary

Commissioner of General Services

(Continued from page 16679)

One Hundred Eleven Thousand One Hundred Twenty-one and 97/100 Dollars (\$111,121.97) per month for the period beginning on the 1st day of September, 1989 and ending on the 31st day of August, 1990;

One Hundred Sixteen Thousand Six Hundred Seventy-eight and 07/100 Dollars (\$116,678.07) per month for the period beginning on the 1st day of September, 1990 and ending on the 31st day of August, 1991;

One Hundred Twenty-two Thousand Five Hundred Eleven and 97/100 Dollars (\$122,511.97) per month for the period beginning on the 1st day of September, 1991 and ending on the 31st day of August, 1992;

One Hundred Twenty-eight Thousand Six Hundred Thirty-seven and 57/100 Dollars (\$128,637.57) per month for the period beginning on the 1st day of September, 1992 and ending on the 31st day of August, 1993.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to 318 center operating account, 310 South Michigan Avenue, Chicago, Illinois 60604.

Lessor under this lease shall:

Give Lessee a rental abatement equal to two months rent at the end of the lease term (September and October, 1993). Total rental abatement is \$257,275.14.

#### Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for heat daily from 8:00 A.M. to 6:00 P.M. (Saturdays 8:00 A.M. to 1:00 P.M.), Sundays and holidays excepted, whenever heat shall be necessary for comfortable occupancy of the demised premises.

Provide and pay for air conditioning daily from 8:00 A.M. to 6:00 P.M. (Saturdays 8:00 A.M. to 1:00 P.M.), Sundays and holidays excepted, whenever air conditioning shall be required for comfortable occupancy of the demised premises.

Provide and pay for water from City of Chicago mains for drinking, lavatory and toilet purposes as customary for office use, said water to be drawn through fixtures installed by Lessor. Lessor shall additionally maintain plumbing in good operable condition. However, all water charges pertaining to the usage of the auxiliary air conditioning unit for the basement computer room shall be properly metered and charged to tenant. Meter reading will be given to Lessee on a monthly basis.

Provide and pay for window washing of all windows in the demised premises, both inside and outside, on a quarterly basis.

Provide and pay for automatic elevator service at times in common with other tenants.

Provide and pay for exterminator service whenever necessary.

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

Provide and maintain at all times public liability insurance of \$1,000,000 combined single limit; with the City to receive a certificate of insurance for said insurance coverage prior to lease execution and naming the City as additionally insured. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Provide and pay for custodial service as follows:

Service to be provided nightly, five (5) nights per week, Monday through Friday, excluding union holidays.

Nightly:

Empty and damp wipe all ash trays.

Empty and dust wipe all waste receptacles.

Place waste in bags furnished by the Lessor and leave in a designated area.

Empty, clean and refill smoking urns as needed.

Sweep with treated cloths all composition tile flooring.

Clean interior surfaces of elevator cabs.

Polish stairways.

Wash clean all water fountains and coolers, emptying waste water in catch receptacle as necessary.

Twice weekly (Tuesday and Thursday):

Dust all areas within hand-high reach; this includes window sills, wall ledges, chairs, desks, tables, baseboards, file cabinets, radiators, pictures and all manner of office furniture.

Clean lavatories as follows (three times weekly Monday, Wednesday and Friday):

Wash and dry all bowls, seats, urinals, washbasins and mirrors.

Wash and dry all metal work.

Empty paper towel and sanitary napkin disposal receptacles and remove to designated areas.

Insert toilet tissue, toweling and soap dispensers, material to be furnished by Lessor.

Sweep and wash floors.

Dust all sills, partitions and ledges.

Damp wipe interior of waste cans and dispensing units.

Three times weekly (Monday, Wednesday and Friday):

Vacuum all carpeted areas.

Weekly:

Wash booth partitions in lavatories.

Wash interior of waste cans, and sanitary disposal containers in lavatories.

Sweep and dust stairways.

Sweep all flooring in the mechanical, storage and disposal equipment rooms.

Monthly:

Wash tile walls in lavatories.

Wash all stairways.

Strip and wax with scrubbing machine all restroom floors.

Quarterly:

Wash and wax all composition tile flooring.

High dust all walls, ledges, pictures, anemostats and registers not reached in normal nightly cleaning.

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

Comply at all times with applicable municipal, county, state and federal ordinances, laws, rules and regulations pertaining to the repair, maintenance and operation of the demised premises.

Pay all real estate taxes and other levies assessed against said improved real property within deadlines established by governmental taxing bodies.

Have the right to repair any damages to the demised premises caused by the negligence of the Lessee, and the Lessee shall thereupon pay to the Lessor the total cost of such repairs and damages to the demised premises upon the Lessor providing the Lessee with itemized bills for the cost of such repairs and damages.

Lessee under this lease shall:

Pay for electricity as metered (excluding heating fans) within demised premises, including electricity for lights, outlets and air conditioning.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successors or assigns so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Additional clauses:

In case said premises and/or any portion thereof shall be rendered untenable by fire or other casualty during said term, Lessor may commence rebuilding said premises within thirty (30) days of said fire or casualty and shall complete such repairs within one hundred eighty (180) days of said fire or casualty. If rebuilding shall not commence within thirty (30) days of the fire or other casualty, or if said premises shall not be completely repaired within the one hundred eighty (180) day period, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated. In the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall commence rebuilding within the above cited thirty (30) days, Lessee shall be excused from payment of rent for that portion of the premises rendered untenable for the period of such rebuilding.

The rights of the Lessee under this lease shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against the building or the underlying leasehold estate, if any, and to all advances made or hereafter to be made upon the security thereof, and Lessee shall execute such further instruments subordinating this lease to the lien or liens of such mortgage or mortgages as shall be requested by Lessor.

In the event the Lessor should fail to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee and the failure continues twenty (20) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within twenty (20) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

**Force Majeure:**

The provisions of this section shall be applicable if there shall occur, during the term of this lease, or prior to the commencement date, any (i) strike(s), lockout(s) or labor dispute(s); (ii) inability to obtain labor or materials, or reasonable substitutes therefor; (iii) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, fire or other casualty, condemnation or other conditions similar to those enumerated in this item; (iv) beyond the reasonable control of the party obligated to perform; or (v) delays due to the act or omission of the other party. If Lessor or Lessee shall, as the result of any of the above described events, fails punctually to perform any obligation on its part to be performed under this lease, then such failure shall be excused and not be a breach of this lease by the party in question, but only to the extent occasioned by such event. If any right or option of either party to take any action under or with respect to this lease is conditioned upon the same being exercised within any prescribed period of time or at or before a named date, then such prescribed period of time and such named date shall be deemed to be extended or delayed, as the case may be, for a period equal to the period of the delay occasioned by any above described event. Notwithstanding anything herein contained, however, the provisions of this section shall not be applicable to Lessee's obligations to pay rent or any other sums, moneys, costs, charges or expenses required to be paid by Lessee hereunder, nor shall it be applicable to any obligation of Lessee that can be fulfilled by the payment of money.

**Limitation on landlord's liability:**

This instrument is executed by Chicago Title and Trust Company, not personally, but solely as Trustee under Trust Agreement dated November 2, 1977 and known as Trust Number 1070933. No personal liability shall be asserted or enforceable against Chicago Title and Trust Company, the beneficiary of said Trust Number 1070933, or their respective agents and employees by reason of any of the covenants, statements, representations or warranties contained in this lease. Anything in this lease to the contrary notwithstanding, Lessee agrees that it shall look solely to the estate and property of Lessor in the land and building of which the premises forms a part and (subject to prior rights of the holder of any mortgage or deed to secure debt or a deed of trust on any part of the building) for the collection of any judgment (or other judicial process) requiring the payment of money by Lessor in the event of any default or breach by Lessor with respect to any terms, covenants and conditions of this lease to be observed or performed by Lessor, and no other assets of Lessor (which for the purposes of this section shall be deemed to include the Trustee and beneficiary of said Trust Number 1070933 and their respective agents and employees) shall be subject to levy, execution or other procedure for the satisfaction of Lessee's remedies.

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## COMMITTEE ON LOCAL TRANSPORTATION.

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### REAPPOINTMENT OF MR. STANLEY JAMES HALLETT AS MEMBER OF COMMUTER RAIL SERVICE BOARD.

The Committee on Local Transportation submitted the following report:

CHICAGO, July 26, 1988.

*To the President and Members of the City Council:*

Your Committee on Local Transportation, having had under consideration a communication signed by Honorable Eugene Sawyer, Mayor (which was referred on July 13, 1988) reappointing Mr. Stanley James Hallett to the Commuter Rail Service Board for the term ending June 30, 1992, begs leave to recommend that Your Honorable Body *Approve* the said reappointment of Mr. Stanley James Hallett.

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

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

On motion of Alderman Huels, the committee's recommendation was *Concurred In* and said reappointment of Mr. Stanley James Hallett as a member of the Commuter Rail Service Board was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr -- 43.

*Nays* -- None.

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**COMMITTEE ON POLICE, FIRE AND  
MUNICIPAL INSTITUTIONS.**

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**AMENDMENT OF MUNICIPAL CODE CHAPTER 183,  
SECTION 183-14.1 BY FURTHER SPECIFYING  
DEVICES NOT TO BE INCLUDED UNDER  
"REPLICA FIREARM" DEFINITION.**

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, July 27, 1988.

*To the President and Members of the City Council:*

Your Committee on Police, Fire and Municipal Institutions, meeting held on July 26, 1988, have had under consideration an ordinance authorizing the approval and execution of an amendment that Section 183-14.1 of the Municipal Code of Chicago is hereby amended by adding the language in italics (which was referred on July 13, 1988) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.



This recommendation was concurred in by seven (7) members of the committee with no dissenting vote.

Respectfully submitted,  
(Signed) WILLIAM M. BEAVERS,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*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 183-14.1 of the Municipal Code of Chicago is hereby amended by adding the language in italics as follows:

§183-14.1 \* \* \*

(b) For the purposes of this chapter, the following terms shall have the following meanings:

"Replica firearm" means any device, object or facsimile made of plastic, wood, metal or any other material, that a person could reasonably perceive as an actual firearm, but that is incapable of being fired or discharged, except that the term shall not include any replica of an antique firearm, as defined in chapter 11.1, section 11.1-1(b) of this code. *In addition the term shall not include any such device, object or facsimile that: (i) is colored other than black, dark blue, silver or aluminum; (ii) is marked with an orange or red stripe on each side; and (iii) contains a blaze orange plug permanently affixed in the gun barrel not less than six millimeters from the tip of such barrel.*

\* \* \*

## COMMITTEE ON STREETS AND ALLEYS.

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### APPROVAL OF GRANTS OF PRIVILEGE FOR SIDEWALK CAFES IN PUBLIC WAYS.

The Committee on Streets and Alleys, to which had been referred on July 13, 1988 ten proposed ordinances for grants for privilege for sidewalk cafes in public ways, submitted separate reports recommending that the City Council pass said proposed ordinances which were transmitted therewith.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*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):

*Chalet International Limited (Doing Business As Chalet  
On The Gold Coast).*

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

SECTION 1. Permission and authority are hereby given and granted to Chalet International Limited, doing business as Chalet on the Gold Coast, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way adjacent to its premises located at 40 East Delaware Place. Said sidewalk cafe shall be forty-five (45) feet in length and six (6) feet in width for a total of two hundred seventy (270) square feet and shall begin eleven (11) feet from the face of the curb line along North Rush Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 10:00 A.M. to 8:00 P.M.

Compensation: \$486.00.

Amplification of music is prohibited on the above referenced portion of the public right of way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance through, and including, November 1, 1988.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

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

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

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

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

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

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*Electric Beer Pump, Incorporated (Doing Business  
As Alcock's Inn).*

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

SECTION 1. Permission and authority are hereby given and granted to Electric Beer Pump, Incorporated, doing business as Alcock's Inn, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 411 South Wells Street. Said sidewalk cafe

shall be seventeen (17) feet in length and six (6) feet in width for a total of one hundred two (102) square feet and shall begin ten (10) feet from the face of the curb line along South Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

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

Compensation: \$300.00

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance through, and including, November 1, 1988.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

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

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes,

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

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

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

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*Gastronomical Pleasures, Incorporated (Doing Business As  
Piccolo Mondo Cafe).*

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

SECTION 1. Permission and authority are hereby given and granted to Gastronomical Pleasures, Incorporated, doing business as Picolo Mondo Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 2460 North Clark Street. Said sidewalk cafe shall be twenty-two (22) feet in length and eleven (11) feet in width for a total of two hundred forty-two (242) square feet and shall begin six (6) feet from the face of the building along West Arlington Street. The compensation for said space and the days and hours of operation for the sidewalk cafe are as follows:

Monday through Thursday, 11:00 A.M. to 10:00 P.M.

Friday and Saturday, 10:00 A.M. to 11:00 P.M.

Sunday, 10:00 A.M. to 10:00 P.M.

Compensation: \$339.00.

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance through, and including, November 1, 1988.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

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

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

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

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.



*Mr. Kenneth C. Kolovitz And Mr. John O'Donnell  
(Doing Business As Ken's On Kinzie).*

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

SECTION 1. Permission and authority are hereby given and granted to Kenneth C. Kolovitz and John O'Donnell, doing business as Ken's on Kinzie, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to the property known as 210 West Kinzie Street. Said sidewalk cafe area No. 1 shall be seventeen (17) feet in length and four (4) feet in width for a total of sixty-eight (68) square feet adjacent to the building face of the above premises and area No. 2 shall be seventeen (17) feet in length and four (4) feet in width for a total of sixty-eight (68) square feet adjacent to the curb line and shall leave seven (7) feet six (6) inches of clear space between areas for pedestrian flow. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 10:00 A.M. to 11:00 P.M.

Compensation: \$300.00.

Amplification of music is prohibited on the above referenced portion of the public right of way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance through, and including, November 1, 1988.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

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

the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

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

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

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

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*Mar-Goll, Incorporated (Doing Business As  
Miami Bar And Grille).*

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

SECTION 1. Permission and authority are hereby given and granted to Mar- Goll, Incorporated, doing business as Miami Bar and Grille, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 535 North Wells Street. Said sidewalk cafe shall be twenty-three (23) feet in length and eleven (11) feet in width for a total of two hundred fifty-three (253) square feet and shall begin five (5) feet from the face of the curb line along North Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 11:00 A.M. to 11:00 P.M.

Saturday, 5:30 P.M. to 11:00 P.M.

Sunday, 12:00 Noon to 11:00 P.M.

Compensation: \$455.00.

Amplification of music is prohibited on the above referenced portion of the public right of way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance through, and including, November 1, 1988.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the

premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

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

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

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of

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

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

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*Mr. Alvin G. Mazz (Doing Business As The Three Amigos).*

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

SECTION 1. Permission and authority are hereby given and granted to Alvin G. Mazz, doing business as The Three Amigos, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to the premises known as 4401 North Clark Street. Said sidewalk cafe shall be forty (40) feet in length and shall have an average width of eleven (11) feet, for a total of four hundred forty (440) square feet and shall begin five (5) feet from the face of the curb line along West Montrose Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 8:00 A.M. to 10:00 P.M.

Compensation: \$300.00.

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance through, and including, November 1, 1988.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

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

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

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

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

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*Nick's Sportsmarket International, Incorporated  
(Doing Business As Nick's Sportsmarket).*

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

SECTION 1. Permission and authority are hereby given and granted to Nick's Sportsmarket International, Incorporated, doing business as Nick's Sportsmarket, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way adjacent to its premises located at One West Maple Street. Said sidewalk cafe shall be forty-one (41) feet in length and nine (9) feet in width for a total of three hundred sixty-nine (369) square feet and shall begin nine (9) feet from the face of the curb line along West Maple Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 12:00 Noon to 11:00 P.M.

Compensation: \$665.00.

Amplification of music is prohibited on the above referenced portion of the public right of way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance through, and including, November 1, 1988.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

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

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



insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Consumer Services no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

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

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

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*T.Y.C.-Grand Avenue, Incorporated (Doing Business As  
Tijuana Yacht Club).*

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

SECTION 1. Permission and authority are hereby given and granted to T.Y.C.- Grand Avenue, Incorporated, doing business as Tijuana Yacht Club, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 516 North Clark Street. Said sidewalk cafe area 1 shall be thirty- seven (37) feet in length and four (4) feet in width for a total of one hundred forty-eight (148) square feet and shall begin ten (10) feet from the face of the curb line along North Clark Street. Sidewalk cafe areas 2 and 3 shall be, each, thirty-eight (38) feet in length and four (4) feet in width for a total of three hundred four (304) square feet and shall begin nine (9) feet from the face of the curb line along West Grand Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 3:00 P.M. to 11:00 P.M.

Compensation: \$814.00.

Amplification of music is prohibited on the above referenced portion of the public right of way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance through, and including, November 1, 1988.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

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

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

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

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

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

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*209 West Lake Street Partnership (Doing Business As  
Primavera, Limited, Pago Pago V And  
Pago Pago VI).*

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

SECTION 1. Permission and authority are hereby given and granted to 209 West Lake Street Partnership, doing business as Primavera, Limited, Pago Pago V, and Pago Pago VI, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way for a sidewalk cafe adjacent to its premises located at 209 West Lake Street. Said sidewalk cafe area shall be twelve (12) feet in length and five (5) feet in width for a total of sixty (60) square feet and shall begin eleven (11) feet from the face of the curb line along West Lake Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 6:30 P.M.

Sunday, 11:00 A.M. to 3:00 P.M.

Compensation: \$300.00.

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance through, and including, November 1, 1988.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

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

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

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

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

*1160 North Dearborn Street Corporation (Doing Business  
As Martha's Vineyard).*

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

SECTION 1. Permission and authority are hereby given and granted to 1160 North Dearborn Street Corporation, doing business as Martha's Vineyard, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right of way as a sidewalk cafe adjacent to its premises located at 1160 North Dearborn Street. Said sidewalk cafe shall be thirty (30) feet in length and thirteen (13) feet in width for a total of three hundred ninety (390) square feet and shall begin seven (7) feet from the face of the curb line along North Dearborn Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Tuesday through Sunday, 11:00 A.M. to 10:30 P.M.

Compensation: \$702.00.

Amplification of music is prohibited on the above referenced portion of the public right of way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance through, and including, November 1, 1988.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

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

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

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

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

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

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APPROVAL GIVEN FOR GRANTS OF PRIVILEGE IN  
PUBLIC WAYS (CANOPIES).

The Committee on Streets and Alleys, to which had been referred on June 24, October 15 and 28, 1987, January 27, February 10, March 9 and 30, 1988, twenty- three proposed orders for grants of privilege in public ways, submitted separate reports recommending that the City Council pass the said proposed orders transmitted therewith.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

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

*All American Nursing Home: Canopy.*

*Ordered.* That the City Comptroller is hereby authorized to issue a permit to All American Nursing Home, to construct, maintain and use a canopy over the public right of way in North Broadway attached to the building or structure located at 5448 North Broadway for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 50 feet in length, nor 2 feet in width. Upon the filing of the acceptance and payment of Seventy-five and no/100 Dollars (\$75.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction,



maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

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*Amercian National Bank & Trust Company,  
Under Trust 25666: Canopy.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to American National Bank & Trust Company, U/T 25666, to maintain and use a canopy over the public right of way in East Oak Street attached to the building or structure located at 67 East Oak Street for a period of three (3) years from and after date of passage of this order, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of the Bureau of Fire Prevention, said canopy not to exceed 9 feet in length, nor 8 feet in width: Upon the filing of the acceptance and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

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*Bel-Park Photo: Canopy.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Bel-Park Photo, to maintain and use an existing canopy over the public right of way in West Bryn Mawr Avenue attached to the building or structure located at 3224 West Bryn Mawr Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 25 feet in length, nor 4 feet in width: Upon the filing of the acceptance and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

*Boditone & Tan, Incorporated: Canopy.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Boditone & Tan, Incorporated, to maintain and use a canopy over the public right of way in North Wells Street attached to the building or structure located at 1615 North Wells Street for a period of three (3) years from and after date of passage of this order, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of the Bureau of Fire Prevention, said canopy not to exceed 7 feet in length, nor 4 feet in width: Upon the filing of the acceptance and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

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*Carlos & Carlos, Incorporated: Canopy.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Carlos & Carlos, Incorporated, to maintain and use a canopy over the public right of way in West North Avenue attached to the building or structure located at 1540 West North Avenue for a period of three (3) years from and after date of passage of this order, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of the Bureau of Fire Prevention, said canopy not to exceed 8 feet in length, nor 4 feet in width: Upon the filing of the acceptance and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

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*The Chicago Caterers, Incorporated: Canopies.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to The Chicago Caterers, Incorporated, to maintain and use three (3) existing canopies over the public right of way in West Diversey Parkway attached to the building or structure located

at 1419 West Diversey Parkway for a period of three (3) years from and after date of passage, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 3 at 13 feet respectively in length, nor 2 at 3 feet and 1 at 4 feet respectively in width: Upon the filing of the acceptance and payment of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

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*Dearborn Station Associates: Canopy.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Dearborn Station Associates, to construct, maintain and use a canopy over the public right of way in West Polk Street attached to the building or structure located at 47 West Polk Street for a period of three (3) years from and after date of passage, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of the Bureau of Fire Prevention, said canopy not to exceed 9 feet in length, nor 9 feet in width: Upon the filing of the acceptance and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

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*The Facet Building Limited Partnership: Canopy.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to The Facet Building Limited Partnership, to maintain and use a canopy over the public right of way in East Superior Street attached to the building or structure located at 55 East Superior Street for a period of three (3) years from and after date of passage, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of the Bureau of Fire Prevention, said canopy not to exceed 11 feet in length, nor 4 feet in width: Upon the filing of the acceptance and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance

of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

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*International Antiques: Canopies.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to International Antiques, to maintain and use two (2) existing canopies over the public right of way in North Clark Street attached to the building or structure located at 2911 North Clark Street for a period of three (3) years from and after date of passage, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 29 feet and 9 feet respectively in length, nor 2 feet respectively in width. Upon the filing of the acceptance and payment of One Hundred and no/100 Dollars (\$100.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

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*JMB/Urban 900 Partners: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to JMB/Urban 900 Partners ("Permittee") to construct, maintain and use a canopy over the public right of way in East Walton Street attached to the building or structure located at 65 East Walton Street for a period of three (3) years from and after date of passage of this order, in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of the Bureau of Fire Prevention. Said canopy shall not exceed 34 feet in length, nor 7 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-nine and no/100 Dollars (\$59.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Mr. John Kane/Mr. Drew Manson: Canopies.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to John Kane/Drew Manson, to maintain and use two (2) canopies over the public right of way in West Montrose Avenue attached to the building or structure located at 4811 West Montrose Avenue for a period of three (3) years from and after date of passage, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of the Bureau of Fire Prevention, said canopies not to exceed 3 feet in length, nor 2 feet in width. Upon the filing of the acceptance and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

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*La Dolce Vita Restaurant: Canopy.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to La Dolce Vita Restaurant, to maintain and use an existing canopy over the public right of way in West Irving Park Road attached to the building or structure located at 7125 West Irving Park Road for a period of three (3) years from and after date of passage, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 40 feet in length, nor 3 feet in width. Upon the

filing of the acceptance and payment of Sixty-five and no/100 Dollars (\$65.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

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*Marzano's Miami Bowl: Canopy.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Marzano's Miami Bowl, to maintain and use an existing canopy over the public right of way in South Archer Avenue attached to the building or structure located at 5023 South Archer Avenue for a period of three (3) years from and after January 30, 1988, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 21 feet in length, nor 5 feet in width: Upon the filing of the acceptance and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

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*Mr. Howard M. Patterson: Canopy.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Howard M. Patterson, to maintain and use an existing canopy over the public right of way in West Lawrence Avenue attached to the building or structure located at 2118 West Lawrence Avenue for a period of three (3) years from and after date of passage, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet in length, nor 10 feet in width: Upon the filing of the acceptance and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

*Pulaski Joint Venture: Canopy.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Pulaski Joint Venture, to construct, maintain and use a canopy over the public right of way in South Pulaski Road attached to the building or structure located at 5151 South Pulaski Road for a period of three (3) years from and after date of passage of this order, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of the Bureau of Fire Prevention, said canopy not to exceed 77 feet in length, nor 3 feet in width: Upon the filing of the acceptance and payment of Ninety and no/100 Dollars (\$90.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

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*Mr. Basil N. Pyshos: Canopy.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Basil N. Pyshos, to maintain and use a canopy over the public right of way in West Montrose Avenue attached to the building or structure located at 4025-- 4027 West Montrose Avenue for a period of three (3) years from and after date of passage of this order, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of the Bureau of Fire Prevention, said canopy not to exceed 25 feet in length, nor 2 feet in width: Upon the filing of the acceptance and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

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*Sabrina's: Canopy.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Sabrina's, to maintain and use a canopy over the public right of way in North Orleans Street attached

to the building or structure located at 660 North Orleans Street for a period of three (3) years from and after date of passage of this order, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of the Bureau of Fire Prevention, said canopy not to exceed 43 feet in length, nor 6 feet in width: Upon the filing of the acceptance and payment of Sixty-eight and no/100 Dollars (\$68.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

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*L. W. Schanz: Canopy.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to L. W. Schanz, to maintain and use a canopy over the public right of way in West Montrose Avenue attached to the building or structure located at 4220 West Montrose Avenue for a period of three (3) years from and after date of passage of this order, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of the Bureau of Fire Prevention, said canopy not to exceed 41 feet in length, nor 3 feet in width: Upon the filing of the acceptance and payment of Sixty-six and no/100 Dollars (\$66.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

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*Standard Federal Savings And Loan Association: Canopy.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Standard Federal Savings and Loan Association, to maintain and use an existing canopy over the public right of way in South Archer Avenue attached to the building or structure located at 4192 South Archer Avenue for a period of three (3) years from and after date of passage, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 25 feet in length, nor 6 feet



in width: Upon the filing of the acceptance and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

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*Superior Sports Store: Canopy.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Superior Sports Store, to maintain and use a canopy over the public right of way in West Montrose Avenue attached to the building or structure located at 4001 West Montrose Avenue for a period of three (3) years from and after date of passage, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of the Bureau of Fire Prevention, said canopy not to exceed 20 feet in length, nor 2 feet in width: Upon the filing of the acceptance and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

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*Turn Verein Lincoln: Canopy.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Turn Verein Lincoln, to maintain and use an existing canopy over the public right of way in West Diversey Parkway attached to the building or structure located at 1019 West Diversey Parkway for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 16 feet in length, nor 11 feet in width: Upon the filing of the acceptance and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

*200 East Delaware Condominium Association: Canopy.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to 200 East Delaware Condominium Association, to maintain and use an existing canopy over the public right of way in East Delaware Place attached to the building or structure located at 200 East Delaware Place for a period of three (3) years from and after date of passage, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 21 feet in length, nor 18 feet in width: Upon the filing of the acceptance and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

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*201 East Walton Condominium Association: Canopy.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to 201 East Walton Condominium Association, to maintain and use an existing canopy over the public right of way in East Walton Street attached to the building or structure located at 201 East Walton Street for a period of three (3) years from and after June 9, 1986, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of the Bureau of Fire Prevention, said canopy not to exceed 14 feet in length, nor 6 feet in width: Upon the filing of the acceptance and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

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APPROVAL GIVEN FOR GRANTS OR PRIVILEGE  
IN PUBLIC WAYS.

The Committee on Streets and Alleys, to which had been referred on May 13, September 23, October 27 and December 16, 1987, January 27, February 10, 25, March 9, 30 and April

20, 1988, thirty-four proposed ordinances for grants of privilege in public ways, submitted separate reports recommending that the City Council pass said proposed ordinances which were transmitted therewith.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*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):

*Acme Sporting Goods Manufacturing Company.*

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

SECTION 1. Permission and authority are hereby given and granted to Acme Sporting Goods Manufacturing Company, upon the terms and subject to the conditions of this ordinance, to occupy and maintain a portion of the public right of way adjacent to its premises located at 1664 North Leavitt Street. Said space to be occupied shall be sixty (60) feet in length and ten (10) feet in width commencing at the south line of West Wabansia Avenue and proceeding in a southerly direction a distance of sixty (60) feet for a total of approximately six hundred (600) square feet on North Leavitt Street. Also a portion of the public sidewalk one hundred (100) feet in length and ten (10) feet in width and commencing at a point six (6) feet west of the west line of North Leavitt Street, thence proceeding in a westerly direction a distance of one hundred (100) feet for a total of approximately one thousand (1,000) square feet on West Wabansia Avenue. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after September 15, 1987.

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

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

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

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

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

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

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

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

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

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*American National Bank And Trust Company, As Trustee,  
Under Trust 11824.*

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

SECTION 1. Permission and authority are hereby given and granted to American National Bank and Trust Company, as Trustee, U/T 11824, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a concrete bumper adjacent to its premises located at 200 South Michigan Avenue. Outside dimensions of the bumper are ninety-eight (98) feet in length, eighteen (18) inches in height, and seven (7) inches in width, equaling an area of approximately sixty-five (65) square feet. Said bumper shall extend seven (7) inches into the north-south eighteen (18) foot public alley, with the entrance and return of the alley being on East Adams Street, approximately one hundred seventy-one (171) feet west of the west line of South Michigan Avenue. The location of the bumper is approximately twenty-two (22) feet south of the south line of East Adams Street,

in the rear of the premises known as 200 South Michigan Avenue. Said privilege shall continue to exist by authority herein granted for a period of five (5) years from and after October 30, 1987.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Seven Hundred Fifteen and no/100 Dollars (\$715.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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

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

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

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

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

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

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

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*American National Bank And Trust Company,  
As Trustee, Under Trust 49223.*

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

SECTION 1. Permission and authority are hereby given and granted to American National Bank and Trust Company, as Trustee, U/T 49223, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed an elevated roadway, a steel-edged loading platform, and vaulted subsurface space, all upon or under the public right of way adjacent to 111 North Canal Street and described as follows:

1. **Elevated Roadway.** An elevated public roadway, over a north-south eighteen (18) foot public alley shall be maintained to provide access to upper level loading docks. Said elevated roadway is paved, and has a retaining wall approximately four and one-half (4-1/2) feet high, and is constructed of brick with terra cotta coping and terra cotta base line. Dimensions of roadway are approximately three hundred eighty-two (382) feet in length by eighteen (18) feet in width, minus an area of two hundred seventy (270) square feet, equal to an area of approximately six thousand six hundred six (6,606) square feet. Said elevated roadway is located one hundred fifty (150) feet east of the east line of North Canal Street, between the north line of West Washington Street and the south line of West Randolph Street attached to the east side of the building known as 111 North Canal Street.
2. **Loading Platform.** A concrete steel-edged loading platform shall be maintained with twelve (12) overhead metal roll down curtain doors, said doors being on grantee's property. Said loading platform, used for shipping and receiving, varies in width throughout its length as shown in prints hereto attached, and equals an area of approximately twelve hundred ninety-two (1,292) square feet. Said loading platform is attached at basement level on the easterly side of said premises and extends sixty-six (66) feet under the eighty (80) foot right of way of West Randolph Street.
3. **Vaulted Areas.** Vaulted space shall be maintained, containing a heating system and storage space. Dimensions of said space are approximately sixty-nine (69) feet in length, and eighty-eight (88) feet in width, equal to an area of approximately six thousand seventy-two (6,072) square feet. Excluded from consideration, however, is an area sixteen (16) feet in length and thirty-eight (38) feet in width, or approximately six hundred eight (608) square feet, that is situated at the southeast corner of the above described vaulted area. An additional area, eleven (11) feet in length and eighteen (18) feet in width, or an area one hundred ninety-eight (198) square feet, shall additionally be utilized by grantee to provide passage into the above described vaulted area. Thus, total vaulted area hereby privileged for use by grantee equals approximately five thousand six hundred sixty-two (5,662) square feet. Said subsurface space is located under West Randolph Street, beginning at a point on the west line thereof eighty-one (81) feet east of the east line of North Canal Street, and ten (10) feet south of the north line of West Randolph Street, southerly portions of said space lie beneath private property. Said subsurface space is attached at basement level to the northeasterly end of the building located at 111 North Canal Street which contains fifteen (15) stories.



Authority for the above named privileges is herein given and granted for a period of five (5) years from and after December 8, 1987.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Forty-two Thousand One Hundred Nineteen and no/100 Dollars (\$42,119.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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

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

the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$5,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

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

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

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

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

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*Amoco Pipeline Company.*

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

SECTION 1. Permission and authority are hereby given and granted to Amoco Pipeline Company, upon the terms and subject to the conditions of this ordinance, to maintain and operate and use as now installed, a private pipeline for the transmission of refined petroleum products. The design, construction, testing, operation and maintenance of said pipeline shall fully comply with the provisions of Federal Regulations, Title 49 Transportation; the Department of Transportation; Part 195--Transportation of Liquids by Pipeline. Said carrier pipeline shall be constructed of steel and have the following specifications:

- A. All road crossings shall use eight and five-eighths (8-5/8) inch outside diameter carrier pipe of specification and grade API 5 LX 42 having a wall thickness of .219 inch millcoated with 40 mil X-Tru coat on the outside of pipe.
- B. The casing pipe shall be twelve and three-fourths (12-3/4) inch outside diameter specification and grade API 5L Grade B having a wall thickness of 0.250 inch. The casing shall have API approved flexible casing seals of neoprene at either ends of the section under City of Chicago street crossings with proper ventilation. The pipe will be bored from bore pits located outside the right of way lines and then the carrier pipe will be installed by the cradle and pull method. There shall be no servicing of the pipeline from the roadway, shoulders, or ramps of fully access controlled highways and traffic will not be obstructed.
- C. The origin point will maintain constant surveillance of the entire line operation through a Telemeter System in order to be able to shut down all pumping equipment via the Supervisory Control System. It shall be the Dispatch office's responsibility to immediately shut the line down in the event of any malfunction. Line Block Valves shall be closed to isolate sections of the line. Once the source point is identified, personnel with stopple machines shall be dispatched to the site to terpan the line on either side of the leak and create a very narrow zone of blocked line for repair. The Company outage continuancy plan shall be placed in effect as required by Title 49;

for a period of five (5) years from and after August 31, 1987, along and across the following streets and highways in the City of Chicago, to wit:

under and across South 134th Street, from the Indiana State Line to the southwest side thereof across and into the Harbor Belt Railroad property a point approximately ninety-five (95) feet west of the Indiana State Line; thence changing in a southerly direction approximately four hundred ten (410) feet; thence in a westerly direction for a distance of approximately one hundred twelve (112) feet to a point ninety-five (95) feet north of Harbor Light Estate property line; thence westerly for a distance of approximately one thousand fifty (1,050) feet parallel with the south property line of Harbor Light Estate; thence again changing in a southwesterly direction for a distance of approximately one hundred twenty-six (126) feet to a point seventy-one (71) feet north of the north rail of Consolidated Rail Corporation's track; thence again changing in a westerly direction for a distance of approximately nine hundred ninety-three (993) feet parallel with Consolidated Rail Corporation's track and on Island Homes,

Incorporated property; thence southwesterly for a distance of approximately twenty-five (25) feet and continuing westerly and into Consolidated Rail Corporation's property on a straight line a distance of approximately one thousand six hundred fifty-eight (1,658) feet parallel to Consolidated Rail Corporation's track, under and across Avenue O and continuing westerly for a distance of approximately one thousand two hundred fifteen (1,215) feet on and parallel with Commonwealth Edison's right of way to a point approximately forty-six (46) feet east of the center line of Commonwealth Edison Tower No. 12; thence continuing in a southerly direction for a distance of approximately two hundred thirty-two (232) feet; under and across Brainard Avenue at a point five hundred (500) feet from the intersection of Brainard Avenue and Avenue O and into the Village of Burnham.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Nine Hundred and no/100 Dollars (\$900.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including

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

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

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

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

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

*Belke Manufacturing Company.*

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

SECTION 1. Permission and authority are hereby given and granted to Belke Manufacturing Company, upon the terms and subject to the conditions of this ordinance, to construct, maintain, and use a 1/8 inch in diameter telephone communications cable over and across North Cicero Avenue south of West Augusta Boulevard connecting the building at 950 North Cicero Avenue with the building located at 947 North Cicero Avenue. Said cable shall run across North Cicero Avenue for a total distance of one hundred twenty (120) feet of which sixty-six (66) feet shall be over the public right of way. Said cable shall be forty (40) feet above the public right of way at 947 North Cicero Avenue and shall then decrease to thirty-five (35) feet above the public right of way at 950 North Cicero Avenue. The above described use of the public right of way shall exist by authority herein given and granted for a period of five (5) years from and after date of passage of this ordinance.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Sixteen and no/100 Dollars (\$216.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in

accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

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

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

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

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

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

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

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*Bethany Home And Hospital Of The Methodist Church.*

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

SECTION 1. Permission and authority are hereby given and granted to Bethany Home and Hospital of the Methodist Church, upon the terms and subject to the conditions of this ordinance, to install, maintain, and use one (1) sample basin on the West Winnemac Avenue side of its property located at 5025 North Paulina Street and described as follows: Said sample basin shall be ten (10) feet in depth and shall have a diameter of three (3) feet. The above named privilege is herein given and granted for a period of five (5) years from and after date of passage of this ordinance.

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

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



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

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

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

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

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

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

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

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*Boulevard Bank National Association,  
As Trustee, Under Trust 8130.*

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

SECTION 1. Permission and authority are hereby given and granted to Boulevard Bank National Association, as Trustee, U/T 8130, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed four (4) privileged uses of various public rights of way, specifically described as follows:

1. Fifteen (15) story covered bridge over Holden Court. A fifteen (15) story covered bridge shall be used for the following purposes:

2nd to 7th floors: Used for selling space.

8th and 9th floors: Office space.

10th floor: Used for storage.

11th floor: Used for an office and switchboard.

12th floor: Used for storage.

13th floor: Used for office, employee lounge, and dispensary.

14th floor: Used for offices and bakery.

15th floor: Used for offices.

16th floor: Used for storage.

Each level of said bridge is approximately one hundred thirty-three (133) feet in length and forty (40) feet in width or approximately five thousand three hundred twenty (5,320) square feet of space, for a total of seventy-nine thousand eight hundred (79,800) square feet of space for all fifteen (15) stories. The lowest portion of said bridge shall be twelve (12) feet above alley grade. Each story is twelve (12) feet in height with two (2) foot walls. Said bridge shall be located over and across the forty (40) foot north-south public alley commonly known as Holden Court, its northerly extremis being two hundred five (205) feet south of the south line of East Washington Street and its southerly extremis being the northerly sidewalk line of East Madison Street.

2. Subway Connection to Washington-Madison-State Streets Subway Station.

Subsurface space shall be used as a building connection to the Washington-Madison-State Streets Subway Station Entrance. Dimensions of said subsurface space are approximately seventy (70) feet in length by eight (8) feet in width, an area of approximately five hundred sixty (560) square feet. Said subsurface space is located approximately one hundred ninety-two (192) feet south of the south line of East Washington Street, and approximately seventy-nine (79) feet north of the north line of East Madison Street, adjacent to the premises known as 1--15 North State Street.

3. Subsurface Space (Vaults) under Holden Court.

Subsurface space with vaults (4 levels) are used for the following purposes:

First Level: Used for selling and storage.

Second Level: Used for storage, incinerator and air conditioning equipment.

Third Level: Used for coal conveyors.

Fourth Level: Used for coal conveyors.

Each level of subsurface space shall be approximately one hundred forty-five and ninety-five one hundredths (145.95) feet in length and forty (40) feet in width or approximately five thousand eight hundred thirty-eight (5,838) square feet of space, for a total of twenty-three thousand three hundred fifty-two (23,352) square feet of space for all four (4) levels. Said subsurface space shall occupy a total depth of fifty-six (56) feet, each level being approximately twelve (12) feet in height with

two (2) foot walls. The distance from apex to the first level of subsurface space to street grade is approximately three (3) feet. Said subsurface space shall be located under the forty (40) foot north-south public alley commonly known as Holden Court, its northerly extremis being approximately one hundred ninety-two (192) feet south of the south line of East Washington Street and its southerly extremis being the northerly sidewalk line of East Madison Street.

4. Subsurface Space (Vaults) under State, Wabash, and Madison.

Subsurface space (3 levels) containing vaults are used for the following purposes: retail selling and display storage and washrooms. The dimensions of the vaulted space are as follows:

Under State Street:

First level of space shall be approximately one hundred sixty-five and two-tenths (165.2) feet in length and twenty-five (25) feet in width, (an area of approximately seventy (70) feet in length and eight (8) feet in width is used for subway entrance connection and authorized above and is hereby omitted), equaling approximately three thousand five hundred seventy (3,570) square feet of space.

Second level of space shall be approximately one hundred sixty-five and two-tenths (165.2) feet in length and twenty-five (25) feet in width or approximately four thousand one hundred thirty (4,130) square feet of space.

Third level of space shall be one hundred sixty-five and two-tenths (165.2) feet in length and twenty-five (25) feet in width or approximately four thousand one hundred thirty (4,130) square feet of space.

Under Wabash Avenue:

First level of space shall be one hundred fifty-eight and nine-tenths (158.9) feet in length and twenty-five (25) feet in width or approximately three thousand nine hundred seventy-two and five-tenths (3,972.5) square feet of space.

Second level of space shall be seventy (70) feet in length and twenty-five (25) feet in width, a distance measured from the northwest corner of North Wabash Avenue and East Madison Street, or approximately one thousand seven hundred fifty (1,750) square feet of space.

Third level of space shall be seventy (70) feet in length and twenty-five (25) feet in width, a distance measured from the northwest corner of North Wabash Avenue and East Madison Street, or approximately one thousand seven hundred fifty (1,750) square feet of space.

Under Madison Street:

First level of space shall be three hundred forty-one and two-tenths (341.2) feet in length and sixteen (16) feet in width or approximately five thousand four hundred fifty-nine and two-tenths (5,459.2) square feet of space.

Second level of space shall be one hundred ninety and six-tenths (190.6) feet in length and sixteen (16) feet in width, a distance measured from the northeast corner of North State Street and East Madison Street, or approximately three thousand forty-nine and six-tenths (3,049.6) square feet of space.

Third level of space shall be one hundred ninety and six-tenths (190.6) feet in length and sixteen (16) feet in width, a distance measured from the northeast corner of North State Street and East Madison Street, or approximately three thousand forty-nine and six-tenths (3,049.6) square feet of space.

Said subsurface space under North State Street shall begin at a point one hundred ninety-two (192) feet south of the south line of East Washington Street and shall continue in a southerly direction for a distance of approximately one hundred forty-nine and two-tenths (149.2) feet under North State Street to East Madison Street and continuing under East Madison Street for a distance of approximately twenty-five (25) feet, thence changing in an easterly direction and proceeding under East Madison Street for a distance of approximately twenty-five (25) feet, thence changing in an easterly direction and proceeding under East Madison Street for a distance of approximately three hundred sixty-six and two-tenths (366.2) feet; thence changing again in a northerly direction under North Wabash Avenue for a distance of approximately one hundred ninety-two (192) feet south of the south line of East Washington Street.

Authority for the above named privileges is herein given and granted for a period of five (5) years from and after September 28, 1987.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Seventy Thousand Six Hundred Ninety-one and no/100 Dollars (\$70,691.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the

provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$10,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

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

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

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

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

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*Brink's, Incorporated.*

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

SECTION 1. Permission and authority are hereby given and granted to Brink's, Incorporated, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a gun turret adjacent to the premises known as 234 East 24th Street and located on the north side of East 24th Street one hundred two (102) feet six and one-half (6-1/2) inches east of the east line of South Indiana Avenue. Said gun turret shall be five (5) feet six (6) inches in length and shall extend not more than three (3) feet two (2) inches beyond the lot line at this location, and shall be seven (7) feet in height and the lowest portion shall be nine (9) feet eight (8) inches above the sidewalk grade. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after December 22, 1987.

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

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

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

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



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

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

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

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

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*Chicago Short Line Railway Company.*

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Short Line Railway Company, to maintain and operate as now constructed two (2) railroad switch tracks across East 113th Street at points one hundred six (106) feet and across East 114th Street at points one hundred four (104) feet east of the east line of South Torrence Avenue respectively; for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Public Works. The grantee shall keep that portion of the public way

over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

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

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

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

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

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

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

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

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

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*Citicorp Savings Of Illinois.*

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

SECTION 1. Permission and authority are hereby given and granted to Citicorp Savings of Illinois, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a time and temperature indicator adjacent to the premises located at 1 South Dearborn Street. Said indicator shall be securely and properly attached to the building and shall be located at the southeast corner of West Madison Street and South Dearborn Street. Said indicator shall not exceed nine (9) feet in height nor eleven (11) feet in width, and the lowest portion of same shall be not less than sixteen (16) feet above the level of the sidewalk at this location. The above named privilege shall

continue to exist by authority herein granted for a period of five (5) years from and after May 9, 1987.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred Seventy-five and no/100 Dollars (\$375.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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

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

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

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

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

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

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

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*Dearborn Station Associates.*

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

SECTION 1. Permission and authority are hereby given and granted to Dearborn Station Associates, upon the terms and subject to the conditions of this ordinance to construct, use and maintain, material handling conveyor for transportation of goods from truck to storage areas in basement. Conveyor will be from sidewalk grade to basement and covered by locking sidewalk access rooms, in South Plymouth Court adjacent to the premises known as 47 West Polk Street. Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

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

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

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

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles

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

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

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

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

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

*Evans Food Products Company.*

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

SECTION 1. Permission and authority are hereby given and granted to Evans Food Products Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a manhole adjacent to its property located at 4118 South Halsted Street. Said manhole shall be located in the west side of South Halsted Street at a point three hundred (300) feet south of the south line of West 41st Street, and shall be maintained flush with the grade of the surrounding sidewalk at that location. Said manhole shall be four (4) feet in diameter and six (6) feet in depth. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after September 15, 1987.

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

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

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



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

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

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

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

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

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*A. Finkl & Sons Company.*

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

SECTION 1. Permission and authority are hereby given and granted to A. Finkl & Sons Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed an open steel truss pipe bridge supporting one (1) five (5) inch steam line, one (1) two (2) inch return line, and one (1) three (3) inch compressed air line over and across West Cortland Street connecting the premises known as 1405 West Cortland Street with 1386 West Cortland Street. Said pipe bridge shall not exceed six (6) feet eight (8) inches in width, six (6) feet six (6) inches in height, twenty-three (23) feet ten (10) inches above the street, and shall run for a total distance of sixty-six (66) feet. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after November 23, 1987.

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

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

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

without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

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

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

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

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

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

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

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*Fulton Market Cold Storage Company.*

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

SECTION 1. Permission and authority are hereby given and granted to Fulton Market Cold Storage Company, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed a railroad switch track connecting with the existing tracks of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company and the Pittsburgh, Cincinnati, Chicago & St. Louis Railroad Company, beginning at a point in West Carroll Avenue seventy-five (75) feet east of the east line of North Morgan Street measured on the center line thereof, thence running in a southwesterly direction on a curve along and across West Carroll Avenue and North Morgan Street to a point on the west line of said North Morgan Street ten (10) feet south of the south line of West Carroll Avenue. Also a railroad switch track connecting with the aforementioned tracks at a point in West Carroll Avenue thirty-four (34) feet east of the east line of North Morgan Street measured on the center line of said railroad switch track, thence running in a southwesterly direction along and across West Carroll Avenue and North Morgan Street to a point on the west line of North Morgan Street twenty-six (26) feet south of the south line of West Carroll Avenue. Authority herein granted for a period of five (5) years from and after December 17, 1987.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the

privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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

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

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction,

maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

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

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

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

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*Mr. Louis Glunz III And Ms. Clare Patricia Spencer,  
As Trustees, Under Trust B Under  
Will Of Mr. Louis Glunz.*

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

SECTION 1. Permission and authority are hereby given and granted to Louis Glunz III and Clare Patricia Spencer, as Trustees, Under Trust B Under the Will of Louis Glunz, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed vaulted area adjacent to the property at 1202--1206 North Wells Street. Said vaulted area, to be used for storage, shall run under North Wells Street at the first basement level for a distance of approximately fifty (50) feet in length, thirteen (13) feet in width and at a depth of seven (7) feet. Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Public Works. The grantee shall keep that portion of the public way

over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

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

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

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

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

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

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

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

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

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*Graceland Cemetery Company And Trustees Of  
Graceland Cemetery Improvement Fund.*

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

SECTION 1. Permission and authority are hereby given and granted to Graceland Cemetery Company and Trustees of the Graceland Cemetery Improvement Fund, upon the terms and subject to the conditions of this ordinance, to install, maintain, and use a sewer line in the public way adjacent to its premises located at 4001 North Clark Street. Said sewer line shall be at a depth of seven (7) feet, shall be one (1) foot in width, and shall run under North Seminary Avenue a total distance of two hundred (200) feet, thence turn at a right angle to run under West Buena Avenue a total distance of forty-five (45) feet and thence tie into an existing sewer. Authority for the above named privilege shall exist by



authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred Ninety- five and no/100 Dollars (\$395.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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

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

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

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

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

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

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

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*S. Group.*

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

SECTION 1. Permission and authority are hereby given and granted to the S. Group, upon the terms and subject to the conditions of this ordinance, to construct, maintain, and use two (2) kiosks in the public way adjacent to the premises known as 561 West Diversey Parkway. Each kiosk shall be seven (7) feet in height and three (3) feet in width. Kiosk No. 1 shall be located in front of the premises known as 541 West Diversey Parkway. Kiosk No. 2 shall be located in front of the premises known as 561 West Diversey Parkway. The above named privileges shall exist by authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and

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

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

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

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

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

*Hemlock Federal Savings And Loan Association.*

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

SECTION 1. Permission and authority are hereby given and granted to Hemlock Federal Savings and Loan Association, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed, an ornamental clock with a time and temperature indicator over the public way adjacent to its premises located at 5140 South Ashland Avenue and described as follows: Dimensions of said clock are six (6) feet three (3) inches in length and four (4) feet ten (10) inches in width. Said structure is elevated nine (9) feet from the sidewalk grade by a six (6) inch diameter mounting pole that is implanted four (4) feet into the sidewalk with a concrete foundation. Said clock is located at a point one hundred fifty (150) feet north of the north line of West 52nd Street. The above named privilege shall exist by authority herein granted for a period of five (5) years from and after October 10, 1987.

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

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

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

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

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

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

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

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk,

provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

*Illinois Masonic Medical Center.*

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

SECTION 1. Permission and authority are hereby given and granted to Illinois Masonic Medical Center, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed one (1) three (3) inch steam pipe in an eight (8) inch casing, one and one-half (1-1/2) inch condensate pipe in a five (5) inch casing, two (2) six (6) inch chilled water pipes in an eleven (11) inch insulated casing, crossing under and across West Wellington Avenue approximately one hundred ninety (190) feet west of the center line of North Mildred Avenue adjacent to the premises commonly known as 836 West Wellington Avenue. Also, two (2) six (6) inch concrete pipes to be buried below the frost line across West Nelson Street approximately fifteen (15) feet west of North Dayton Street at a depth of approximately four (4) feet. One (1) pipe will contain three (3) one and one-half (1-1/2) inch conduits for power and alarm telephone lines. The other pipe shall contain an oxygen line. Authority for the above named privileges is herein given and granted for a period of five (5) years from and after date of passage of this ordinance.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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

without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

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

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

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



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

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

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

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*Mr. Michael Kranicke (Doing Business As Michigan And  
Randolph Currency Exchange, Incorporated).*

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

SECTION 1. Permission and authority are hereby given and granted to Michael Kranicke as grantee, doing business as Michigan and Randolph Currency Exchange, Incorporated, upon the terms and subject to the conditions of this ordinance, to construct, maintain, and use an occupation of space for the purpose of operating a currency exchange. Demised premises shall be located adjacent to the subsurface Metra Terminal at 151 North Michigan Avenue. Approval of construction plans, square footage, exact location and compensation fee to be determined by Department of General Services. Authority is herein granted for a period of five (5) years from and after date of passage of this ordinance.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per annum, payable in monthly installments, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued

maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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

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

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

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services

and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

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

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

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*LaSalle National Bank Trust, Under Trust 107483.*

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

SECTION 1. Permission and authority are hereby given and granted to LaSalle National Bank Trust, U/T 107483, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed the following privileges adjacent to the premises at 208 South LaSalle Street:

**Vaulted Areas:**

South LaSalle Street--length 189 feet, width 12 feet, depth 10 feet, total square feet 2,268, to be used for commercial office space and storage.

West Adams Street--length 325 feet, width 12 feet, depth 10 feet, total square feet 3,900, to be used for commercial office space and storage.

South Wells Street--length 189 feet, width 12 feet, depth 10 feet, total 2,268 square feet, to be used for commercial office space and storage.

West Quincy Street--length 325 feet, width 12 feet, depth 10 feet, total 3,900 square feet, to be used for commercial office space and storage.

Ornamental Clock:

South LaSalle Street--length 11.5 feet, width 5 feet.

West Adams Street--length 11.5 feet, width 5 feet.

Canopy:

South LaSalle Street--length 12 feet, width 15 feet.

*Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.*

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of Thirty-one Thousand Two Hundred Eight and no/100 Dollars (\$31,208.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including

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

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

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

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

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

*Loeber Motors, Incorporated.*

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

SECTION 1. Permission and authority are hereby given and granted to Loeber Motors, Incorporated, upon the terms and subject to the conditions of this ordinance, to install, maintain, and use a communication cable over the public way adjacent to its premises located at 1111 North Clark Street and described as follows: Said communication cable shall connect the premises known as 1111 North Clark Street with the premises known as 1100 North Clark Street, and shall be one and one-half (1-1/2) inches in diameter, forty (40) feet above street grade, and shall run for a total distance of eighty (80) feet above and over North Clark Street. The above named privilege is herein given and granted for a period of five (5) years from and after date of passage of this ordinance.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Thirty and no/100 Dollars (\$230.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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

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

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

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

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

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

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*The Market Place, Incorporated.*

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

SECTION 1. Permission and authority are hereby given and granted to The Market Place, Incorporated, upon the terms and subject to the conditions of this ordinance, to construct, maintain, and use one (1) kiosk in the public way adjacent to the premises known as 521 West Diversey Parkway. Said kiosk shall be seven (7) feet in height and three (3) feet in width. The above named privilege shall exist by authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

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

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

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the



satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

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

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

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

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

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

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*Marshall Field & Company.  
(Ornamental Clocks)*

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

SECTION 1. Permission and authority are hereby given and granted to Marshall Field & Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed, two (2) ornamental clocks adjacent to the premises known as 105--139 North State Street. Said clocks shall be, each, six (6) feet square or thirty-six (36) square feet, and shall be eleven (11) feet one (1) inch in height, extending nine (9) feet ten (10) inches from the corners of the building and twenty-two (22) feet six (6) inches above the sidewalk. One (1) clock shall be attached to the building located at the northeast corner of North State Street and East Randolph Street. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after December 1, 1987.

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

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

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

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

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

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

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

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

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

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*Marshall Field & Company.  
(Subway Station Connection)*

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

SECTION 1. Permission and authority are hereby given and granted to Marshall Field & Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a building connection to Randolph-Washington-State Street Subway Station in subsurface space adjacent to its premises located at 105--139 North State Street and described as follows: Dimensions of said subsurface space are sixteen (16) feet in length and fourteen (14) feet in width and shall be equal to an area of approximately two hundred twenty-four (224) square feet. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after September 28, 1987.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Seventy- five and no/100 Dollars (\$275.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the

annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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

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

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

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

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

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

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*Oscar Mayer Food Corporation.*

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

SECTION 1. Permission and authority are hereby given and granted to Oscar Mayer Food Corporation, upon the terms and subject to the conditions of this ordinance, to install, maintain, and use an inspection manhole in the public way adjacent to its premises located at 1241 North Sedgwick Street and described as follows: Said inspection manhole shall be located directly in front of Building 2, commonly known as 320 West Scott Street, and shall be ten (10) feet in depth and three (3) feet in diameter. The above named privilege shall exist by authority herein given for a period of five (5) years from and after date of passage of this ordinance.

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

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

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

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

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

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

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

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

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

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*Rubloff, Incorporated.*

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

SECTION 1. Permission and authority are hereby given and granted to Rubloff, Incorporated, upon the terms and subject to the conditions of this ordinance to construct, maintain, and use a concrete encased duct bank running along and under the lower north-south public alley between West Randolph Street and West Washington Street and connecting the Butler Brothers Building on North Canal Street and the 100 North Riverside Building. Said duct bank shall measure two hundred fifty (250) feet in length, three (3) feet in width, and shall be installed at a depth of approximately six (6) feet six (6) inches below grade. Said duct shall include a signal/communication trough, a four (4) inch gas line, and a two (2) inch air line. Total area utilized by this privilege shall be seven hundred fifty (750) square feet. The above named privilege is herein given and granted for a period of five (5) years from and after date of passage of this ordinance.



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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Three Hundred Fifty and no/100 Dollars (\$1,350.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for

this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

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

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

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

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

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*Sears, Roebuck And Company.*

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

SECTION 1. Permission and authority are hereby given and granted to Sears, Roebuck and Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a tunnel underneath and across South Central Park Avenue,

the center line of said tunnel being approximately sixty-four (64) feet south of the south line of West Arthington Street. Said tunnel shall not exceed fifteen (15) feet six (6) inches in width, except the west twelve (12) feet thereof, where the same shall not exceed twenty-two (22) feet in width. The lowest portion of said tunnel shall be not more than twenty-seven (27) feet below the surface of the street, and shall not exceed eight (8) feet six (6) inches in height at the center line of said street nor twenty-three (23) feet in height at the lot line on each side of said street, and shall have a hinged grating six (6) feet four (4) inches by six (6) feet at the building on each side of South Central Park Avenue. Authority herein granted for a period of five (5) years from and after December 16, 1987.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum Four Hundred and no/100 Dollars (\$400) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and

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

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

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

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

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

*Snyder Iron And Steel Company.*

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

SECTION 1. Permission and authority are hereby given and granted to Snyder Iron and Steel Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed an occupation of space adjacent to its property located at 3228 South Wood Street and described as follows: Said occupation of space is for the purpose of employee parking only and shall be located on the westerly side of South Wood Street between South Archer Avenue and the Chicago Alton, Gulf Mobile & Ohio Railroad Company right of way, and shall run for a distance of three hundred (300) feet and at a width of twenty-one (21) feet for a total of sixty-three hundred (6,300) square feet. Said area to be maintained in accordance to the supervision and regulations of the Commissioner of Streets and Sanitation, the Commissioners of Water and Sewers, and in accordance with the City Municipal Code. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after June 20, 1987.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Five Hundred Seventy- nine and no/100 Dollars (\$579.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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

thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

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

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

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

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

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

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*University Of Chicago.*

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

SECTION 1. Permission and authority are hereby given and granted to the University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a six (6) inch duct conduit connecting with the existing manhole on the south side of East 60th Street east of the east line of South Kenwood Avenue, thence running southeasterly underneath the parkway and sidewalk on the south side of East 60th Street into private property. Also, to maintain and use as now installed a four (4) inch steam pipe in a twelve (12) inch conduit across East 60th Street at a point one hundred ten (110) feet six (6) inches east of the east line of South Kenwood Avenue. Authority for the above named privileges is herein given and granted for a period of five (5) years from and after June 23, 1987.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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

without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

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

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

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



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

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

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

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*Mr. Emil Wolper.*

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

SECTION 1. Permission and authority are hereby given and granted to Emil Wolper as grantee, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use an occupation of space for the purpose of operating a shoe shine parlor, and a take out food store and storage area. Demised premises shall be located adjacent to the subsurface Metra Terminal at 151 North Michigan Avenue. Approval of construction plans, square footage, exact location and compensation fee to be determined by Department of General Services. Authority is herein granted for a period of five (5) years from and after date of passage of this ordinance.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Twenty-one Thousand One Hundred Twenty and no/100 Dollars (\$21,120.00) per annum, payable in monthly installments, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein

required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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

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

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

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services

and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

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

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

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*William Wrigley, Jr., Company.*

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

SECTION 1. Permission and authority are hereby given and granted to William Wrigley, Jr., Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a pedestrian bridge adjacent to its premises located at 410 North Michigan Avenue. Said covered bridge shall be used for the purpose of connecting the third floors of the grantee's buildings known as 400 North Michigan Avenue and 410 North Michigan Avenue, and surface rights used for the purpose of a pedestrian walkway for the above mentioned premises. The dimensions of said pedestrian bridge are approximately seventy-six (76) feet in length, eleven (11) feet in width, or approximately eight hundred thirty-six (836) square feet. The dimension from street grade to the lowest portion of said bridge is approximately thirty-two (32) feet nine (9) inches; the dimension from street grade (upper North Michigan Avenue) to apex of bridge is approximately fifty (50) feet ten (10) inches. Said air rights are located directly over the surface rights and shall extend diagonally over and across East North Water Street in a northeasterly-southeasterly direction for a distance of approximately seventy-six (76) feet. The surface rights shall be approximately seventy-six (76) feet in length, eleven (11) feet in width, or approximately eight hundred thirty-six (836) square feet. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after September 28, 1987.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Ten Thousand Seven Hundred Sixty-six and no/100 Dollars (\$10,766.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less

than \$2,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

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

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

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

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

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*312 Randolph Partnership.*

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

SECTION 1. Permission and authority are hereby given and granted to 312 Randolph Partnership, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a vaulted sidewalk in front of its premises, commonly known as 312 West Randolph Street. Said vault shall run under and along the north sidewalk of

West Randolph Street, utilizing an area having a length of forty (40) feet, a width of twelve (12) feet, and a depth of six (6) feet. This vaulted sidewalk privilege shall continue to exist by authority herein granted for a period of five (5) years from and after December 15, 1987.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Five Hundred Twelve no/100 Dollars (\$1,512.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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

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

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

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

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

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

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

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*440 North Wells Building Company.*

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

SECTION 1. Permission and authority are hereby given and granted to 440 North wells Building Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed vaulted sidewalk areas adjacent to its property at 440 North Wells Street and described as follows: Vault No. 1 shall run under and along the west sidewalk of North Wells Street, commencing at the north line of West Hubbard Street, thence running northerly a total length of one hundred thirty (130) feet seven (7) inches, at a width of fourteen (14) feet eight (8) inches, and at a depth of ten (10) feet. Vault No. 2 shall run under and along the north sidewalk of West Hubbard Street, commencing at the east building line of 440 North Wells Street, thence running westerly a total length of one hundred ten (110) feet, at a width of twelve (12) feet four (4) inches, and at a depth of ten (10) feet. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after June 30, 1987.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Three Hundred Thirty and no/100 Dollars (\$1,330.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and



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

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

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

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

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

VACATION AND DEDICATION OF PORTIONS OF PUBLIC ALLEYS  
IN BLOCK BOUNDED BY WEST POLK STREET, WEST  
ARTHINGTON STREET, SOUTH LAVERGNE  
AVENUE AND SOUTH CICERO  
AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the north-south 16-foot public alley lying east of the east line of Lot 14; lying west of the west line of Lots 15 to 18, both inclusive; lying south of the westwardly extension of the north line of the south 18 feet of Lot 18; and lying north of a line drawn from the southeast corner of Lot 14 to the southwest corner of Lot 15, all in Hopson's Subdivision of Lots 163, 164 and 169 in School Trustees Subdivision of N. part of Section 16, Township 39 North, Range 13 East of the Third Principal Meridian; said part of public alley herein vacated being further described as the south 100 feet of the north-south 16-foot public alley in the block bounded by West Polk Street, West Arthington Street, South Lavergne Avenue and South Cicero Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, Illinois Bell Telephone Company and Group W Cable of Chicago, Incorporated their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over, and along that part of public alley as herein vacated, with the right of ingress and egress.

SECTION 3. Tucker and Goblet, Incorporated shall dedicate or cause to be dedicated to the public and open up for public use as an alley the following described property:

The west 16 feet of Lot 13 in Hopson's Subdivision of Lots 163, 164 and 169 in School Trustees Subdivision of N. part of Section 16, Township 39 North, Range 13 East of the Third Principal Meridian;

as colored in yellow and indicated by the words "To Be Dedicated" on the aforementioned drawing.

SECTION 4. The vacation herein provided for 90 days made upon the express condition that within 90 days after the passage of this ordinance, Tucker and Goblet, Incorporated shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of Three Hundred and no/100 Dollars (\$300.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public alley hereby vacated, similar to the sidewalk and curb in West Arthington Street and constructing paving and curbs in and to the alley to be dedicated. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 5. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Tucker and Goblet, Incorporated shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a plat properly executed and acknowledged, showing the vacation and dedication herein provided for.

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

[Drawing attached to this ordinance printed on page 16803  
of this Journal.]

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

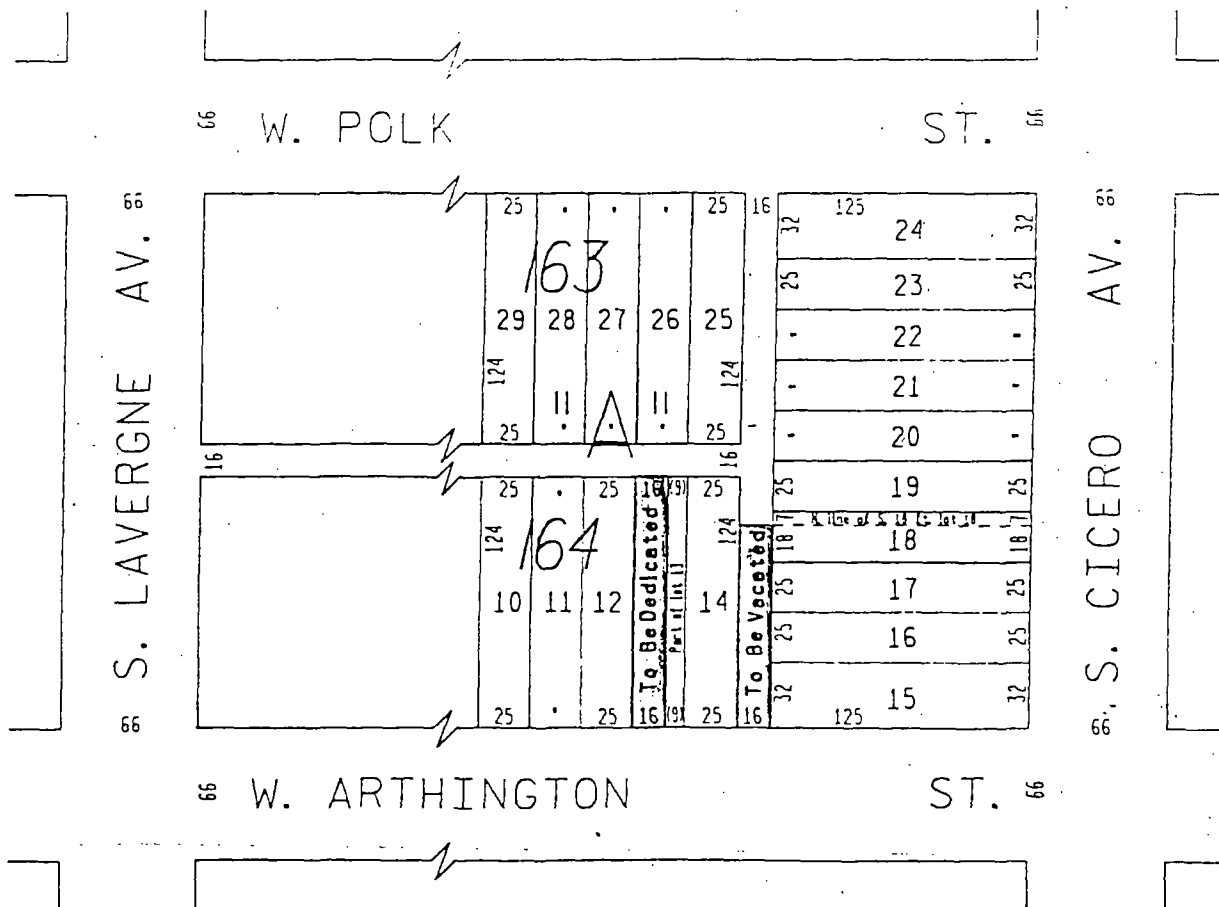
Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

"A"

Hopson's Subdivision of Lots 163, 164 and 169  
in School Trustees Subdivision of N. part of  
Sec. 16-39-13.

Dr. No. 16-28-88-1227 rev. May 2, 1988

NORTH



VACATION AND DEDICATION OF PORTIONS OF PUBLIC WAYS  
IN BLOCK BOUNDED BY EAST 105TH STREET, EAST  
106TH STREET, VACATED SOUTH AVENUE C  
AND SOUTH AVENUE B.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the north-south 14-foot public alley lying west of the west line of Lots 5 to 15, both inclusive; lying east of the east line of Lots 34 to 44, both inclusive; lying south of a line drawn from the northwest corner of Lot 5 to the northeast corner of Lot 44; and lying north of the westwardly extension of the north line of the south 5 feet of Lot 15, all in Block 42 in Ironworker's Addition to South Chicago being a Subdivision of the South Fractional 1/2 of Section 8, Township 37 North, Range 15 East of the Third Principal Meridian; said part of public alley herein vacated being further described as the south 270 feet of the north 372.5 feet of the north-south 14-foot public alley in the block bounded by East 105th Street, East 106th Street, vacated South Avenue C and South Avenue B as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The South Chicago Savings Bank, as Trustee, Trust No. 11-1739 shall dedicate or cause to be dedicated to the public and open up for public use as a "public way" the following described property:

The south 5 feet of Lot 15 and all of Lot 16 in Ironworker's Addition to South Chicago being a Subdivision of the South Fractional 1/2 of Section 8, Township 37 North, Range 15 East of the Third Principal Meridian;

as colored in yellow and indicated by the words "To Be Dedicated" on the aforementioned drawing.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the South Chicago Savings Bank, as Trustee, Trusts No. 11-1739 and No. 11-1767 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of Eleven Thousand Five Hundred and no/100 Dollars (\$11,500.00), which sum in the judgment of this body will be

equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of constructing paving and curb returns in and to the "public way" to be dedicated. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the South Chicago Savings Bank, as Trustee, Trusts No. 11-1739 and No. 11-1767 shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached plat properly executed and acknowledged, showing the vacation and dedication herein provided for.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on  
page 16806 of this Journal.]

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caidwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

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VACATION OF PORTION OF NORTH CALIFORNIA AVENUE  
LYING SOUTH OF WEST GRAND AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

(Continued on page 16807)



(Continued from page 16805)

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance: now, therefore,

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

SECTION 1. That all that part of North California Avenue lying west of the west line of Blocks 4 and 5; lying east of a line 33 feet west of and parallel to the west line of Blocks 4 and 5; lying southerly of the southerly line of West Grand Avenue extended northwesterly; and lying north of a line drawn perpendicular to the west line of Block 5 from a point which is 350 feet south of the intersection of the west line of Block 4 and the southerly line of West Grand Avenue (as measured on the west line of Blocks 4 and 5), as dedicated by plat of Wright and Webster's Subdivision of the N.E. 1/4 of Section 12, Township 39 North, Range 13 East of the Third Principal Meridian; said part of public street herein vacated being further described as the north 350 feet, more or less, of that part of North California Avenue lying south of West Grand Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over, and along all that part of North California Avenue as herein vacated, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Commuter Rail Division of the Regional Transportation Authority shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated, the sum of no compensation dollars, which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of North California Avenue hereby vacated, similar to the sidewalk and curb in West Grand Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Commuter Rail Division of the Regional Transportation Authority shall file or cause to be filed for record in the Office of



the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on  
page 16809 of this Journal.]

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

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VACATION OF TRIANGULAR PORTION OF PUBLIC ALLEY  
(WEST FERDINAND STREET) IN AREA BOUNDED BY  
WEST GRAND AVENUE, NORTH NOBLE  
STREET, WEST HUBBARD STREET  
AND NORTH ARMOUR STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

(Continued on page 16810)

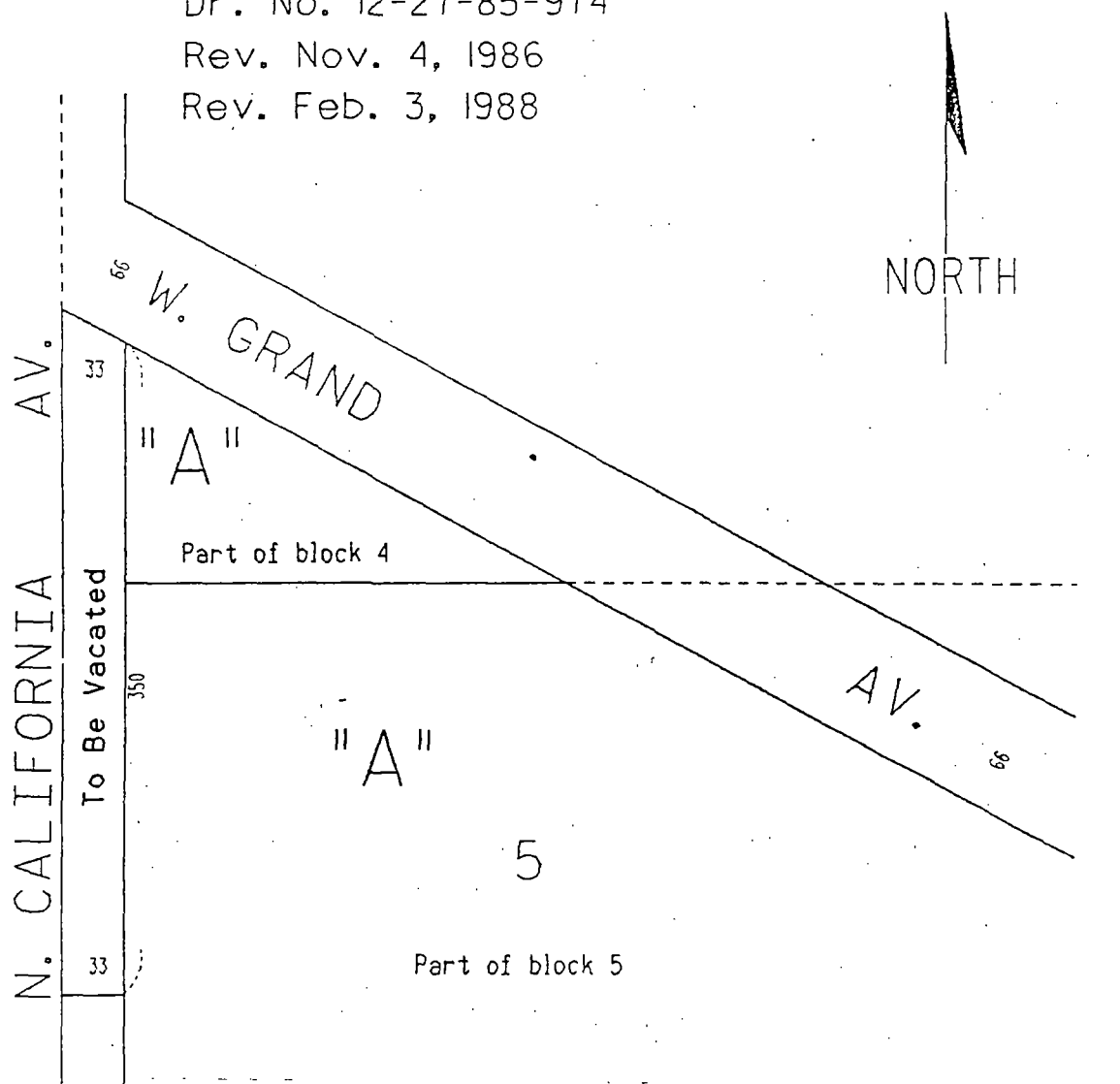
"A"

Wright and Webster's Subdivision of N.E. 1/4  
of Sec. 12-39-13.

Dr. No. 12-27-85-974

Rev. Nov. 4, 1986

Rev. Feb. 3, 1988



(Continued from page 16808)

SECTION 1. That all that part of the east-west public alley (known as West Ferdinand Street) lying northeasterly of the northeasterly line of Lot 24; lying north of the north line of Lot 25; and lying southerly of a line drawn from the intersection of the north and northeasterly lines of Lot 24 to the northeast corner of Lot 25, all in Block 17 in George Bickerdike's Addition to Chicago, being the W. 1/2 of the N.W. 1/4 of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian; said part of public alley herein vacated being further described as a triangular portion on the south side of that part of the east-west public alley (known as West Ferdinand Street) lying between a line 215 feet east of the east line of North Armour Street and a line 250 feet east of the east line of North Armour Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Melvin Green and Sheldon Green shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of Three Hundred and no/100 Dollars (\$300.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Melvin Green and Sheldon Green shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing attached to this ordinance printed on page  
16811 of this Journal.]

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

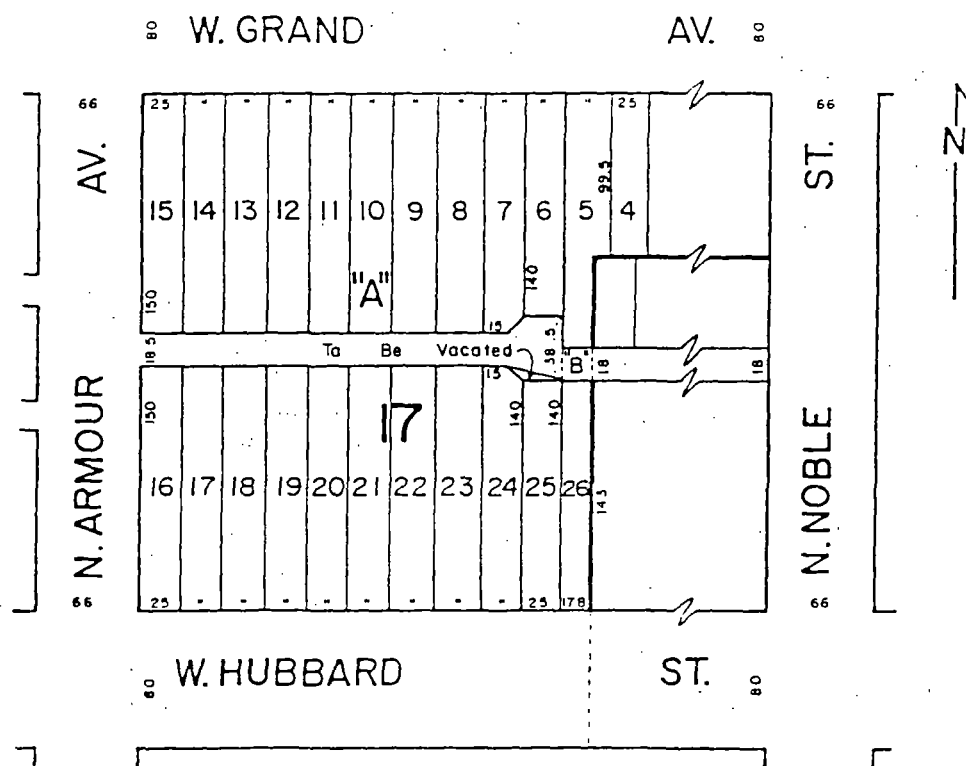
11 10  
A

George Bickerdike's Add. to Chicago, being the W.1/2, N.W.1/4 of Sec. 8-39-14.

"B"

### Ordinance for Opening and Extending of a Public Alley.

Dr. No. 8-1-87-1184 Rev. Oct. 20, 1987



VACATION OF PORTION OF PUBLIC ALLEY IN BLOCK  
BOUNDED BY EAST 91ST STREET, EAST 92ND  
STREET, SOUTH HOUSTON AVENUE AND  
SOUTH BALTIMORE AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the east-west 20-foot public alley lying south of the south line of Lots 1 to 6, both inclusive; lying north of the north line of Lot 13; lying west of a line drawn from the southeast corner of Lot 1 to the northeast corner of Lot 13; and lying east of the northwardly extension of the west line of Lot 13, all in Block 69 in South Chicago being a Subdivision by the Calumet and Chicago Canal and Dock Co. of the E. 1/2 of the W. 1/2 and parts of the E. Frac. 1/2 of Frac. Section 6 North of the Indian Boundary Line, and that part of Frac. Section 6 South of the Indian Boundary Line, lying North of the Michigan Southern R.R., and Frac. Section 5 North of the Indian Boundary Line, all in Township 37 North, Range 15 East of the Third Principal Meridian; said part of public alley herein vacated being further described as the east 140 feet of the first east-west 20-foot public alley south of East 91st Street in the block bounded by East 91st Street, East 92nd Street, South Houston Avenue and South Baltimore Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Chicago Cable T.V. their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment, and underground conduit, cables and associated equipment for the transmission and distribution of electric energy under, over, and along that part of the public alley as herein vacated with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Board of Trustees of the Young Men's Christian Association shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of Two Thousand Eight Hundred and no/100 Dollars (\$2,800.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the

public alley hereby vacated, similar to the sidewalk and curb in South Baltimore Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Board of Trustees of the Young Men's Christian Association shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on page  
16814 of this Journal.]

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Cabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

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VACATION OF PORTION OF WEST 37TH STREET LYING  
WEST OF SOUTH SANGAMON STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

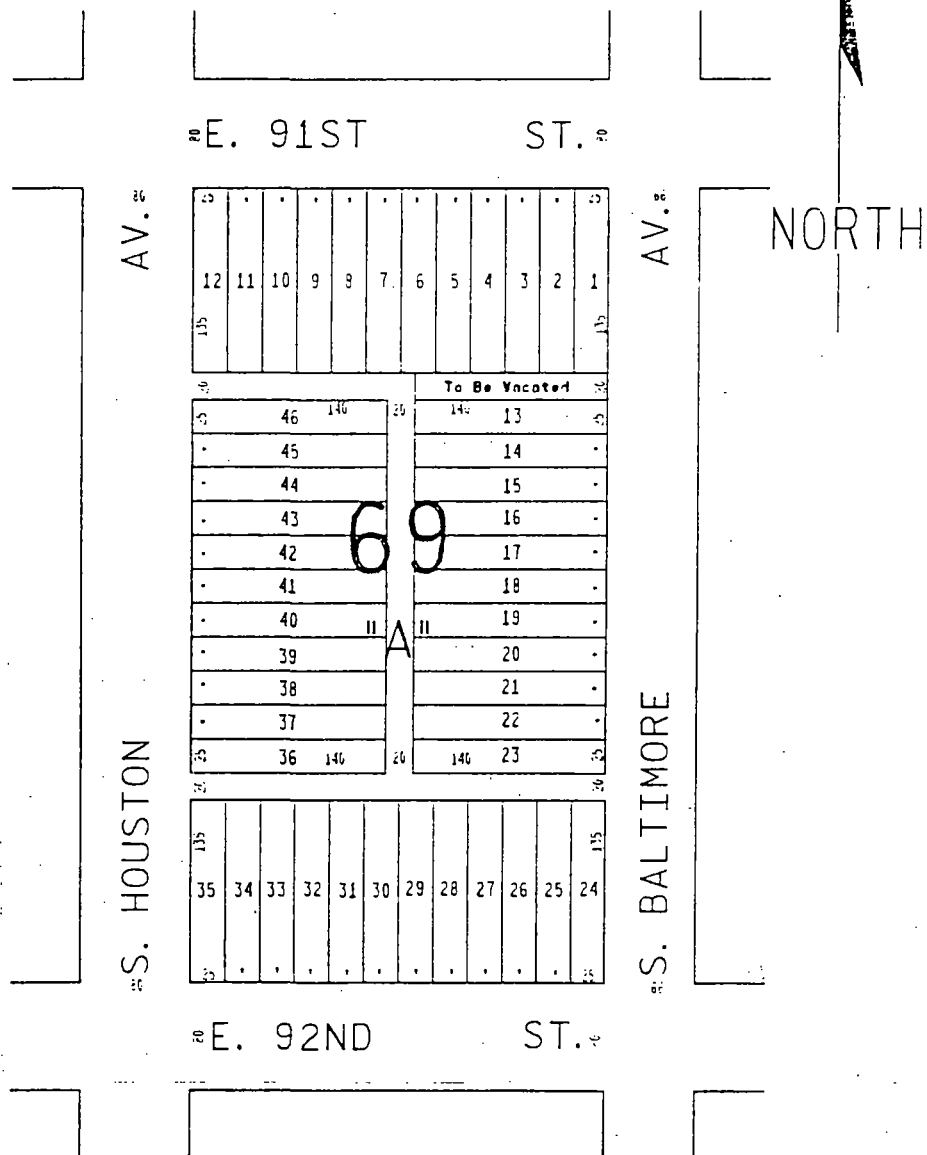
WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; now, therefore,

(Continued on page 16815)

"A"

South Chicago: Being a Sub. by the Calumet & Chicago Canal & Dock Co. of the E.  $\frac{1}{2}$  of the W.  $\frac{1}{2}$  & parts of the E.  $\frac{1}{2}$  of Frac. Sec. 6 N. of the I.B.L., and that part of Frac. Sec. 6, S. of the I.B.L., lying N. of the Michigan Southern R.R., and Frac. Sec. 5, N. of the I.B.L., all in T. 37 N., R. 15 E.

Dr. No. 6-10-87-1144



(Continued from page 16813)

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

SECTION 1. That all that part of West 37th Street lying south of the south line of Lots 9 to 16, both inclusive, in Block 9; lying north of the north line of Lots 1 to 8, both inclusive, in Block 10; lying west of a line drawn from the southeast corner of Lot 16 in Block 9 to the northeast corner of Lot 1 in Block 10; and lying east of a line drawn from the southwest corner of Lot 9 in Block 9 to the northwest corner of Lot 8 in Block 10; said part of public street herein vacated being further described as the east 206 feet of that part of West 37th Street lying west of South Sangamon Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The LaSalle National Bank and Trust Company, as Trustee, Trust No. 10-21038-09 hereby agrees to accept and maintain as private sewers all existing sewers and appurtenances thereto which are located in that part of West 37th Street as herein vacated.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the LaSalle National Bank and Trust Company, as Trustee, Trust No. 10-21038-09 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated, the sum of Twenty-three Thousand and no/100 Dollars less \$5,000.00 (applicant paid appraisals) equals Eighteen Thousand and no/100 Dollars (\$18,000.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across both entrances to that part of West 37th Street hereby vacated, similar to the sidewalk and curb in South Sangamon Street and West 37th Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the LaSalle National Bank and Trust Company, as Trustee, Trust No. 10-21038-09 shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on  
page 16817 this Journal.]

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



*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

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VACATION OF PORTIONS OF PUBLIC ALLEYS IN BLOCK  
BOUNDED BY EAST 63RD STREET, EAST 64TH  
STREET, SOUTH KENWOOD AVENUE AND  
SOUTH DORCHESTER AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of parts of public alleys described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the east-west 20-foot public alley lying south of the south line of Lots 4 to 7, both inclusive; lying north of the north line of Lot 8 and north of the eastwardly extension of the said north line of Lot 8; lying east of a line drawn from the southwest corner of Lot 7 to the northwest corner of Lot 8; and lying west of the northwardly extension of the west line of Lot 23 all in Block 1 in Wait and Bowen's Subdivision of that part of the W. 1/2 of the N. E. 1/4 of Section 23, Township 38 North, Range 14 East of the Third Principal Meridian, lying west of railroad;

Also

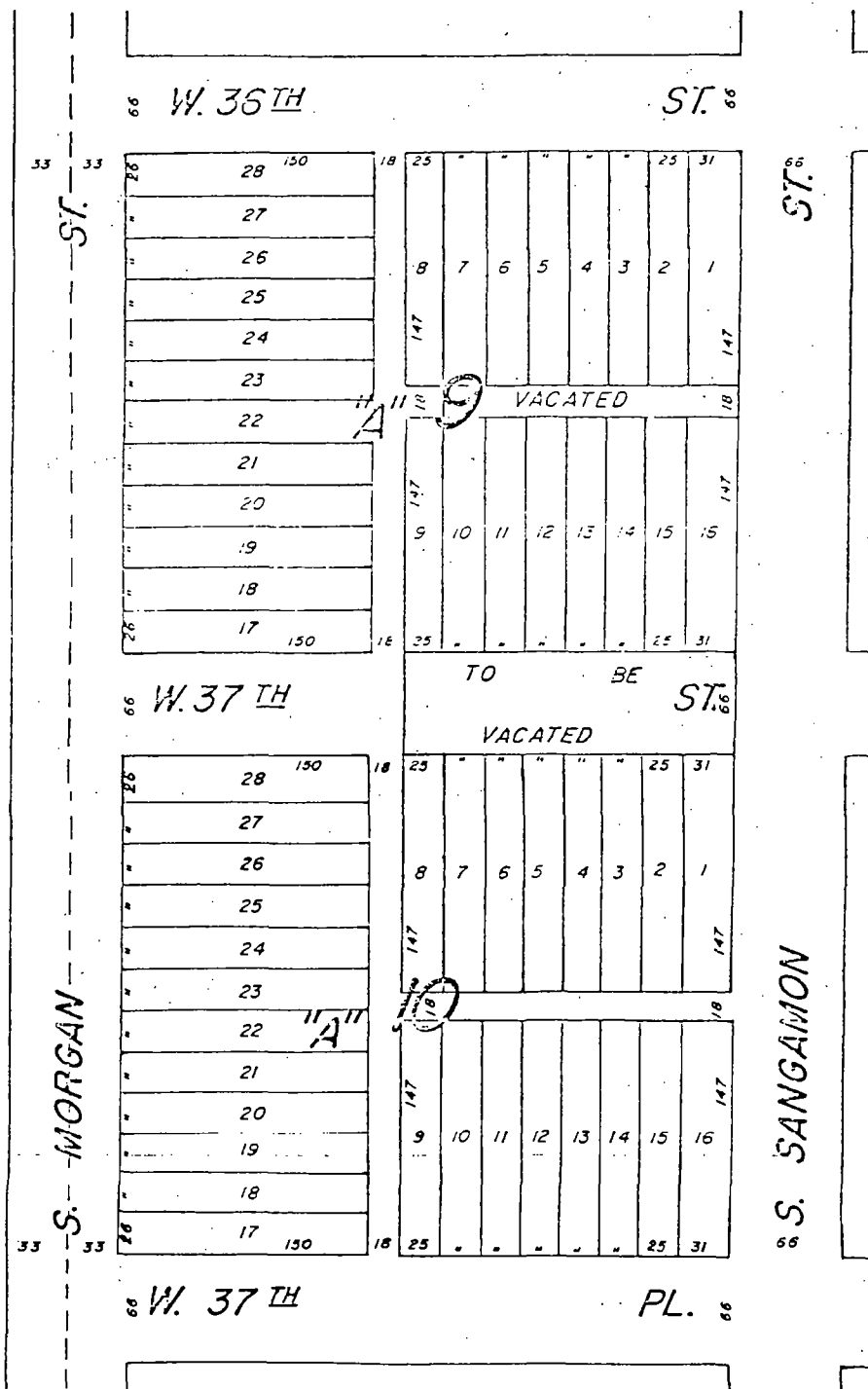
that part of the north-south 20-foot public alley lying east of the east line of Lots 8 to 12, both inclusive; lying west of the west line of Lots 19 to 23, both inclusive; lying south of a line drawn from the northeast corner of Lot 8 to the northwest corner of Lot 23; and lying north of a line drawn from the southeast corner of Lot 12 to the southwest corner of Lot 19,

(Continued on page 16818)

"A"

Gage, Le Moyne, Hubbard and Others Sub. of E. 1/2 S.E. 1/4 Sec 32-39-14

DR.No.32-11-87-1175



(Continued from page 16816)

all in Block 1 in Wait and Bowen's Subdivision aforementioned; said parts of public alleys herein vacated being further described as all of the remaining east-west 20-foot public alley and the north 250 feet of the north-south 20-foot public alley in the block bounded by East 63rd Street, East 64th Street, South Kenwood Avenue and South Dorchester Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the Apostolic Church of God shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting the north half of that part of the east-west 20-foot public alley hereby vacated and the east half of that part of the north-south 20-foot public alley hereby vacated, the sum of Ten Thousand Five Hundred Eighty-four and no/100 Dollars (\$10,584.00) less Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) equals Eight Thousand Eighty-four and no/100 Dollars (\$8,084.00), which sum in the judgment of this body will be equal to such benefits; the City of Chicago (Department of Housing) being the owner of the property abutting the south half of that part of the east-west 20-foot public alley hereby vacated and the west half of that part of the north-south 20-foot public alley hereby vacated; and further, the Apostolic Church of God shall within 90 days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray the cost of barricading the south terminus of that part of the north-south 20-foot public alley hereby vacated and to defray the cost of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the east-west 20-foot public alley hereby vacated, similar to the sidewalk and curb in South Kenwood Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 3. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the Apostolic Church of God shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing attached to this ordinance printed on page 16820  
of this Journal.]

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

---

AMENDMENT OF ORDINANCE WHICH PROVIDED FOR VACATION  
OF PORTIONS OF SOUTH GULLIKSON ROAD AND  
SPECIFIED PUBLIC ALLEY.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. That the ordinance passed by the City Council on May 11, 1988, appearing on pages 13304, 13305 and 13306 of the Journal of the Proceedings of said date and providing for the "Vacation of portions of South Gullikson Road and public alley in area bounded by West 62nd Place, extended west, West 63rd Street, South Gullikson Road and right of way of Chicago and Western Indiana Railroad.", be and the same is hereby amended by striking out of Sections 2 and 3 of said ordinance the language "90 days" and inserting in lieu thereof in each instance "120 days".

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

"A"

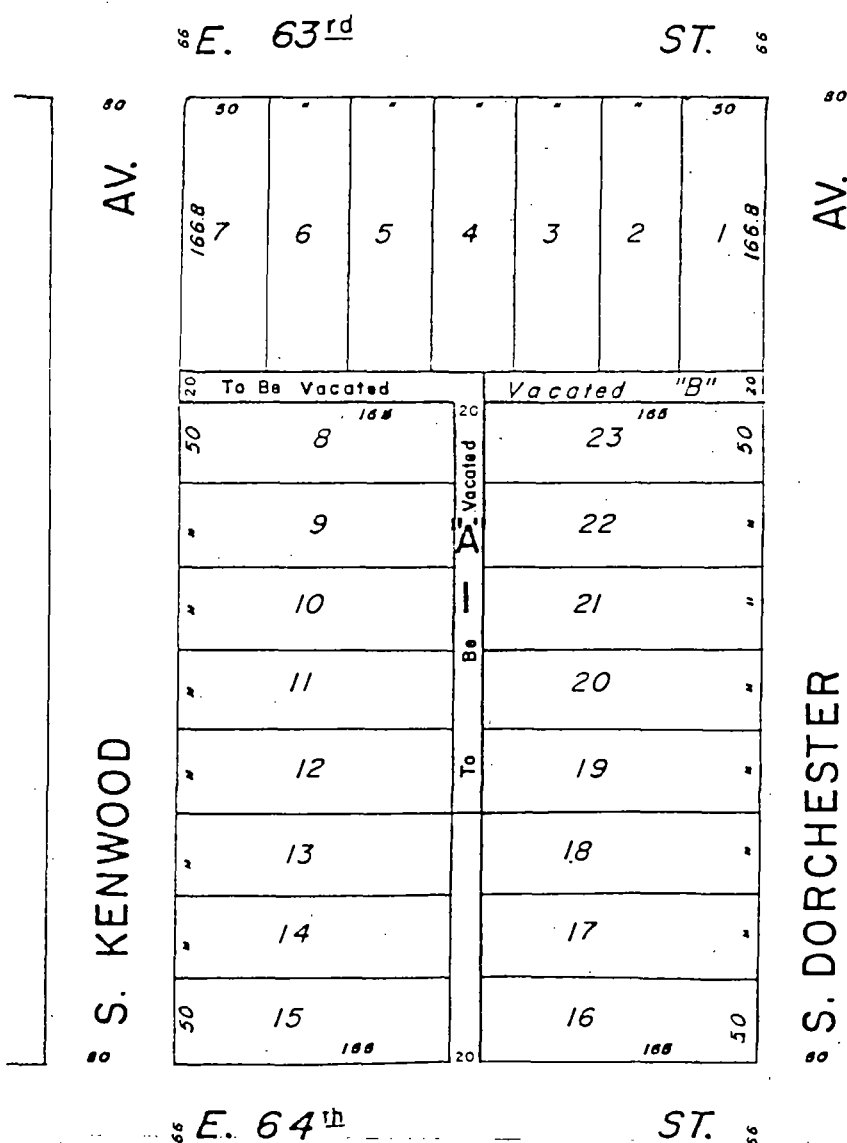
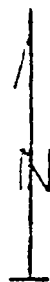
Wait & Bowen's Sub. of that part of W. 1/2 N.E. 1/4 Sec. 23-38-14  
Lying W. of Railroad.

"B"

Vacated by Ordinance Passed July 7, 1978  
Rec. Sept. 22, 1978

Doc. 24638443

Doc. No. 23-20-86-1120



SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT  
OF B. & M. RESUBDIVISION ON PORTION  
OF WEST 58TH STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of resubdivision known as B. & M. Resubdivision located on the south side of West 58th Street 141.90 feet west of South Kolmar Avenue and having a frontage of 109.90 feet on West 58th Street and a depth of 457.69 feet and providing for the dedication of an additional 16 feet on the west side of the existing 16-foot public alley to be known as South Kenton Avenue, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 15-13-88-1252).

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

[Plat of Subdivision unavailable at time of printing.]

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

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PERMISSION GRANTED TO F. & D. CEMENT COMPANY  
TO WIDEN SIDEWALK IN FRONT OF 4544  
NORTH LINCOLN AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

*Ordered*, That the Commissioner of Public Works grant permission to the F. & D. Cement Company to widen 115 lineal feet of sidewalk from the existing 12 feet to 20 feet (including curb and gutter) in front of the Hild Cultural Center, 4544 North Lincoln Avenue.

[Plat attached to this order printed on page 16823 of this Journal.]

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

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GRAINGER COMPANY EXEMPTED FROM PHYSICAL BARRIER  
REQUIREMENT PERTAINING TO ALLEY  
ACCESSIBILITY.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

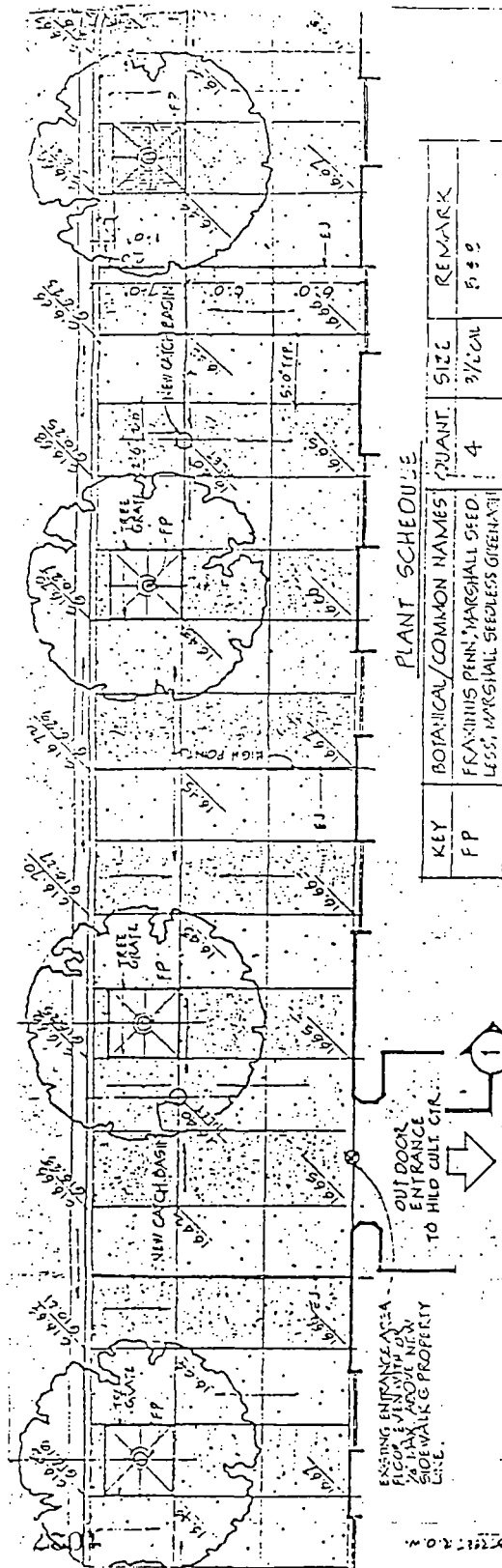
*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 33-19.1 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to exempt the Grainger Company, 2020 West Peterson Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility at the above named location.

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

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

(Continued on page 16824)



DETAIL PLAN, WIDENED SIDEWALK IN FRONT OF HILD CULTURAL CENTER

SIC. ALE : 1/10 = 1:0

4544 N. LINCOLN AVE.

Sidewalk to be widened by 8' in front of the  
Held Artural Center to an overall width of 20'  
including curb & gutter.

Ex 1512

Distance of 115' to No. 20' narrow crev + gutter

NOTED BY JAMES D. S.

~~SECRET~~

EXST. FLOOR OF  
OUTDOOR ENTRANCE AREA



(Continued from page 16822)

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

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PORTION OF WEST CORCORAN PLACE DESIGNATED AS  
"PAUL ROBESON DRIVE".

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. That the City of Chicago Department of Public Works is hereby authorized to erect honorary street signs for West Corcoran Place between North Central Avenue and North Austin Boulevard. Said honorary signs shall designate this portion of West Corcoran Place as "Paul Robeson Drive".

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

BOARD OF LOCAL IMPROVEMENTS REQUESTED TO  
INSTITUTE PROCEEDINGS FOR ALLEY  
IMPROVEMENTS AT SPECIFIED  
LOCATIONS.

The Committee on Streets and Alleys submitted separate reports recommending that the City Council pass seventeen proposed orders to institute the necessary proceedings for the paving of specified alleys.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

*Alley Between East 83rd, East 84th, South Commercial  
Avenue And South Baltimore Avenue.*

*Ordered*, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 83rd, East 84th, South Commercial and South Baltimore.

---

*Alley Between East 88th, East 89th, South Houston  
Avenue And South Baltimore Avenue.*

*Ordered*, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 88th, East 89th, South Houston and South Baltimore.

*Alley Between East 89th, East 90th, South Houston  
Avenue And South Baltimore Avenue.*

*Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 89th, East 90th, South Houston and South Baltimore.*

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*Alley Between East 89th, East 90th, South Muskegon  
Avenue And South Escanaba Avenue.*

*Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 89th, East 90th, South Muskegon and South Escanaba.*

---

*Alley Between East 91st, East 92nd, South Marquette  
Avenue And South Saginaw Avenue.*

*Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 91st, East 92nd, South Marquette and South Saginaw.*

---

*Alley Between East 92nd, East 93rd, South Marquette  
Avenue And South Saginaw Avenue.*

*Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 92nd, East 93rd, South Marquette and South Saginaw.*

*Alley Between East 92nd, East 93rd, South Muskegon  
Avenue And South Escanaba Avenue.*

*Ordered,* That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 92nd, East 93rd, South Muskegon and South Escanaba.

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*Alley Between East 92nd, East 93rd, South Marquette  
Avenue And South Manistee Avenue.*

*Ordered,* That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 92nd, East 93rd, South Marquette and South Manistee.

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*Alley Between East 93rd, East 94th, South Marquette  
Avenue And South Manistee Avenue.*

*Ordered,* That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 93rd, East 94th, South Marquette and South Manistee.

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*Alley Between East 93rd, East 94th, South Muskegon  
Avenue And South Manistee Avenue.*

*Ordered,* That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 93rd, East 94th, South Muskegon and South Manistee.

*Alley Between East 93rd, East 94th, South Colfax  
Avenue And South Phillips Avenue.*

*Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 93rd, East 94th, South Colfax and South Phillips.*

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*Alley Between East 93rd, East 94th, South Essex  
Avenue And South Phillips Avenue.*

*Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 93rd, East 94th, South Essex and South Phillips.*

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*Alley Between East 93rd, East 94th, South Yates  
Boulevard And South Phillips Avenue.*

*Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 93rd, East 94th, South Yates and South Phillips.*

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*Alley Between East 93rd, East 94th, South Yates  
Boulevard And South Oglesby Avenue.*

*Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 93rd, East 94th, South Yates and South Oglesby.*

*Alley Between East 93rd, East 94th, South Luella Avenue  
And South Paxton Avenue.*

*Ordered,* That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 93rd, East 94th, South Luella and South Paxton.

---

*Alley Between East 93rd, East 94th, South Oglesby  
Avenue And South Crandon Avenue.*

*Ordered,* That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 93rd, East 94th, South Oglesby and South Crandon.

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*Alley Between East 93rd, East 94th, South Luella  
Avenue And South Crandon Avenue.*

*Ordered,* That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley between East 93rd, East 94th, South Luella and South Crandon.

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*Re-Referred -- PERMISSION TO HOLD SIDEWALK SALE ON  
PORTIONS OF SOUTH WESTERN AVENUE, WEST  
63RD STREET AND SOUTH KEDZIE  
AVENUE.*

The Committee on Streets and Alleys submitted a report recommending that the City Council re-refer to the Committee on Beautification and Recreation a proposed order granting permission to the 63rd Street Growth Commission to conduct a sidewalk sale on portions of South Western Avenue, West 63rd Street and South Kedzie Avenue for the period of July 21 through July 23, 1988.

On motion of Alderman Levar, the committee's recommendation was *Concurred In* and said proposed order was *Re-Deferred to the Committee on Beautification and Recreation* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

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## COMMITTEE ON ZONING.

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### *Action Deferred* -- CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREAS.

The Committee on Zoning submitted the following report, which was, on motion of Alderman Beavers and Alderman Shaw, *Deferred* and ordered published:

July 27, 1988.

#### *To the President and Members of the City Council:*

Your Committee on Zoning begs leave to recommend that Your Honorable Body pass the ordinances transmitted herewith (referred to your committee on July 29, 1987, September 23, 1987, March 30, 1988, April 13, 1988, April 27, 1988, April 30, 1988, May 11, 1988, May 25, 1988, June 8, 1988, June 22, 1988 and July 13, 1988) to amend the Chicago Zoning Ordinance for the purpose of reclassifying the particular areas.

Application A-2585 (11th Ward) referred to the committee on June 22, 1988 was amended by the Alderman of the 11th Ward. Application 10321 was amended on the floor from the proposed R5 to R4.

Application 10311 was withdrawn by the applicant. Application 10261 referred to the committee on January 13, 1988 was withdrawn by the applicant.

Application 10306, referred to the committee on April 27, 1988, and Application 10276, referred to the committee on February 10, 1988, failed to meet the committee's approval and was not passed.

The recommendations were concurred in by the members of the Committee on Zoning with no dissenting vote.

Respectfully submitted,  
(Signed) KEITH CALDWELL,  
Chairman.

The following are said proposed ordinances transmitted with the foregoing committee report (the italic heading in each case not being a part of the ordinance):

*Reclassification Of Area Shown On Map No. 1-F.  
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B7-7, General Central Business District symbols and indications as shown on Map No. 1-F in the area bounded by

West Lake Street; a line 221.44 feet east of North Clark Street; West Couch Place; a line 160.98 feet east of North Clark Street; West Randolph Street; and North Clark Street,

to the designation of a Business Planned Development 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 and after execution of a redevelopment agreement between the City and Linpro Chicago Land, Limited Partnership.

Plan of Development attached to this ordinance reads as follows:



*Business Planned Development No. \_\_\_\_\_*

*Plan Of Development*

*Statements.*

1. The area delineated herein as a phased Business Planned Development (the "Planned Development") consists of approximately 69,038 square feet or 1.58 acres of real property. It is bounded on the north generally by West Lake Street; on the east by North Dearborn Street; on the south by West Randolph Street and on the west by North Clark Street (the "Property"), as shown on the attached "Property Line and Planned Development Boundary Map". The property is currently owned by the Linpro Chicago Land, Limited Partnership.
2. This Plan of Development expires 10 years from the effective date of City Council approval unless construction on Phase 1 has substantially commenced. This Plan of Development consists of thirteen (13) Statements; an Existing Zoning Map, a Property Line and Planned Development Boundary Map, a Generalized Land Use Map, and a Table of Use and Bulk Regulations and Related Controls. The Plan of Development and the North Loop Guidelines are applicable to the area delineated herein and these and no other controls shall apply to the delineated area. This Plan of Development conforms to the intent and purpose of the Chicago Zoning Ordinance and North Loop Guidelines and all requirements thereof, and satisfies the established criteria for approval as a planned development.
3. The applicant or its successors, assignees, grantees or such other person or entity as may then own or control the subject property shall obtain all required reviews, approvals, licenses and permits in connection with this Planned Development and the North Loop Guidelines.
4. The uses permitted in the Planned Development shall be those shown as Permitted and Special Uses in the B7-7 General Central Business District Classification. Earth station receiving dishes shall also be permitted. A bus terminal and non-accessory parking of private passenger automobiles shall be permitted as interim uses. All new interim uses shall be subject to the review and approval of the Commissioner of Planning. Landscaping and barricades, where required for interim uses, shall be subject to the review and approval of the Department of Planning and the Bureau of Traffic Operations and Engineering. All other controls and regulations set forth herein apply within the general application of this statement.
5. 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.

6. 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.
7. All required off-street parking and loading facilities, except interim uses, will be provided below grade. The applicant shall also make its Garvey Court tunnel under Lake Street available for service vehicles and limited parking access for the remainder of Block 35; provided, however, that all access including a limited number of automobiles shall be subject to the agreement of the applicant and the adjacent owner concerning access fees, or in the alternative, subject to the determination of an arbitration proceeding conducted by a three person panel consisting of M.A.I. appraisers selected in accordance with the procedures of the American Arbitration Association which shall determine the terms and compensation based upon the value of the parking spaces and loading to the entire adjacent project to be paid to Developer in the absence of such agreements.
8. For purposes of floor area ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply, provided, however, the floor area devoted to mechanical uses in excess of 5,000 square feet per floor shall not be included as floor area in the F.A.R. calculations.
9. Business and business identification signs shall be permitted within the Planned Development subject to the review and approval of the Departments of Planning, Zoning and Inspectional Services. If applicable, pursuant to the provisions of Chapter 86, Section 86.1-11 of the Municipal Code, City Council approval shall also be required. Temporary signs, such as construction and marketing signs, may be permitted subject to the approval of the Zoning Administrator.
10. This Business Planned Development shall not be effective until such time as the City and applicant have executed a redevelopment agreement.
11. The applicant and the City agree to participate in certain aspects of the preservation and reutilization program of the North Loop Redevelopment Plan. The applicant shall purchase the land and buildings comprising the Harris and Selwyn Theaters and shall thereafter convey title to the City of Chicago retaining a reversionary interest. The City of Chicago will lease back only the buildings to the applicant for the purpose of entering into a long term sublease at a nominal rental to a not-for-profit theater group. The City of Chicago will exercise its best efforts to accumulate up to \$6 Million Dollars to renovate these Chicago

landmarks for theater use. In the event the City is successful in this effort, it will have a major role with the applicant in the selection of the not-for-profit operator. The inability of the City of Chicago to cause this accumulation by December 31, 1989 shall allow the applicant the option of developing a direct program with a not-for-profit theater group. If no not-for-profit theater operator is identified by the applicant or the City of Chicago after seven (7) years from the date of this ordinance, the applicant can exercise its reversion and develop a program with a for profit cultural and/or entertainment activity.

If the applicant cannot complete the acquisition of the theater buildings and land because of some act beyond its control, the applicant shall provide funds in the amount of its offer to purchase for a City of Chicago acquisition fund for the Harris and Selwyn. The funds could be drawn down at such time as the City of Chicago advises the applicant that acquisition monies are due and owing to the Harris and Selwyn owners. The City of Chicago and the applicant will thereafter proceed according to the provisions of paragraph 1 of this Section.

This Section shall be superseded by any redevelopment agreement between the City of Chicago and the applicant containing substantially the same terms upon its approval by the City Council. The City of Chicago and the applicant shall negotiate in good faith toward the preparation of a redevelopment agreement which substantially conforms to the provisions of this ordinance; provided however, the parties must execute a redevelopment agreement no later than September 30, 1988 or such extended date as agreed to in writing by the applicant and the Department of Planning.

12. The following program elements are specifically incorporated in these statements as evidence of compliance with the North Loop Redevelopment Guidelines:
  - (a) Upgrade the north one-half of the Couch Place improvement program related to that portion west of Dearborn Street, including contribution of one-half of the cost of installation of ground surfaces, lighting elements, retail knockout panel like those situated on Block 36 of Couch Place, if feasible, or alternative use or design as approved by the Commissioner of Planning, such costs to be offset by net income from the retail shops, and accessory street elements consistent with the elements generally found in similar high quality public spaces in the community. Such upgrade shall be coordinated with owners of property adjacent to south half of Couch Place. The design of these improvements are subject to the review and approval of the Commissioner of Planning;
  - (b) Construction of a north-south pedestrian arcade at grade level generally located at or near the eastern property line running from Lake Street to Randolph Street to accommodate double loaded retail shops. The applicant, consistent with the planning objectives of the City of Chicago, will cooperate, without obligation, in efforts toward joint development of said arcade with the adjacent owner. Width of the open aisle shall be not

less than 12 feet. An atrium entrance of not less than 1,500 square feet in floor area with opportunities for natural light at the intersection of Couch Place and the arcade shall be provided. Said atrium shall be consistent with the scale of surrounding retail uses and pedestrian corridors and shall provide a sense of arrival appropriate to the pedestrian terminus of Couch Place; however, said atrium shall not encroach into the adjacent tenant lobby space. Public accessibility shall be consistent with custom and practice of other North Loop privately owned pedways and arcades. Completion of the arcade shall be substantially consistent with each of the adjoining phases of office development;

- (c) The applicant at its sole expense will construct a publicly accessible pedestrian tunnel under Clark Street to join the State of Illinois Center. Public accessibility from Couch Place and the north-south pedestrian arcade shall be consistent with the custom and practices of other North Loop privately owned pedways and arcades. The City of Chicago will waive any fees in connection therewith; and
  - (d) Retail opportunities at the property lines will be maximized along Clark, Lake and Randolph Streets.
13. 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 and in force on the date of this application.

Planned Development Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

*Business Planned Development No. \_\_\_\_\_*

*Planned Development Use And Bulk*

*Regulations And Data.*

Business Planned Development for that certain property located between West Lake Street; a line 221.44 feet east of North Clark Street; West Couch Place; a line 160.98 feet east of North Clark Street; West Randolph Street; and North Clark Street.

Net Site Area: Approximately 69,038 square feet.

General Description of Land Use: Office and retail uses, on-site parking, and such other special uses and permitted uses as are currently included within the B7-7 zoning districts; the operation of earth station receiving dishes, and the operation of a bus station and non-accessory parking of private passenger automobiles as interim uses.

Maximum Floor Area Ratio: 29.69.

Maximum Percentage of Land Coverage: 100%.

Minimum Number of Parking Spaces Required: 200.

Minimum Number of Loading Spaces Required: 8.

Total Maximum Building Area: 2,050,000 square feet (excluding mechanical and below grade floors).

Gross Site Area Calculations:

Net Site Area: 69,038 square feet.

Approximate area to remain in Public Right-Of-Way; 35,922 square feet.

Approximate Gross Site Area: 104,960 square feet.

Setbacks:

From East Property Line:

15-foot setback above the  $\pm$  50-foot level above grade from Randolph Street to the North line of Couch Place, and 60 foot setback above the  $\pm$  100 foot level above grade from the North line of Couch Place to Lake Street.

[Existing Zoning and Preferential Street Map, Boundary Map and Generalized Land Use Map printed on pages 16837 through 16839 of this Journal.]

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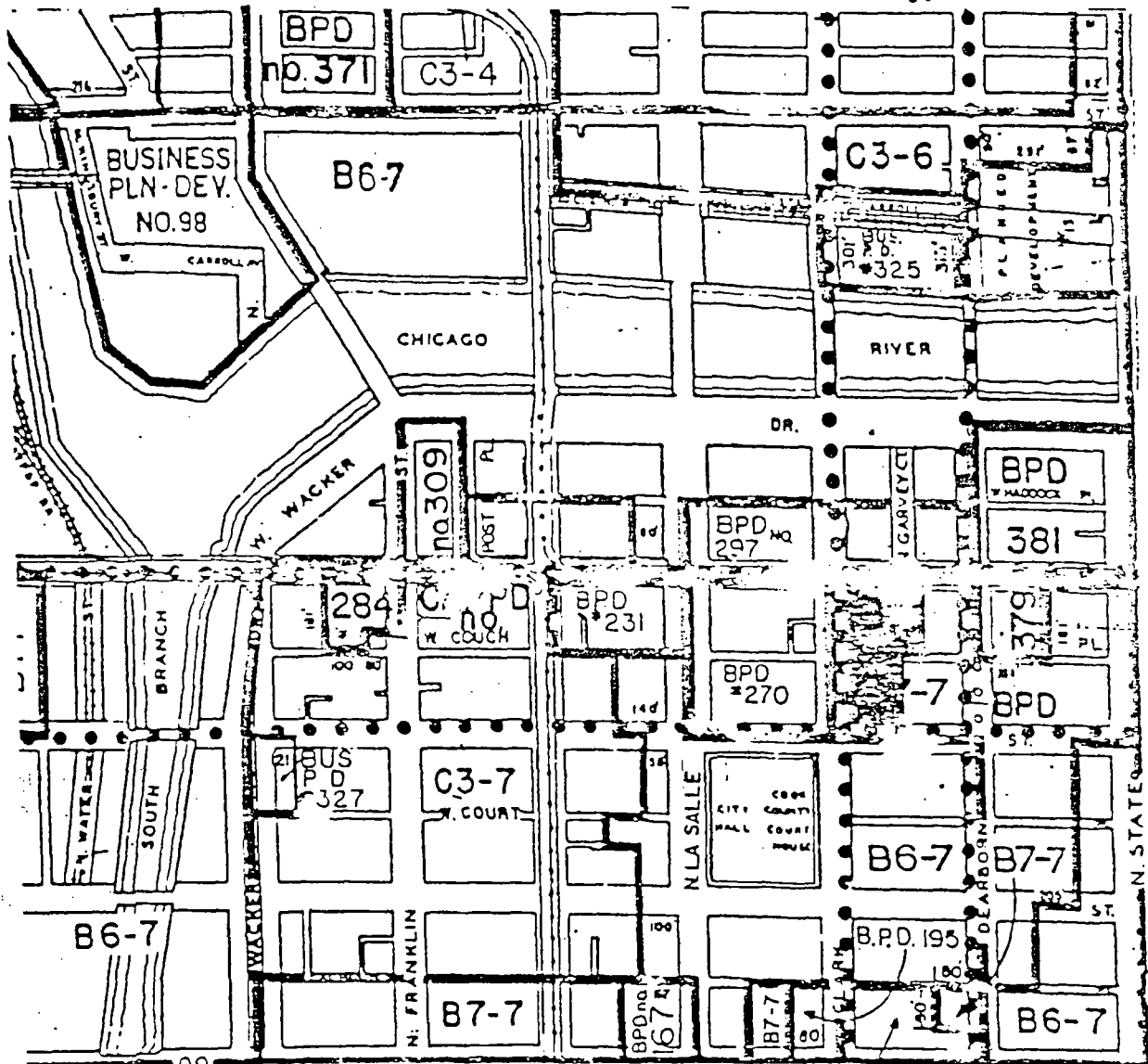
*Reclassification Of Area Shown On Map No. 1-F.*

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

(Continued on page 16840)

## BUSINESS PLANNED DEVELOPMENT

## EXISTING ZONING AND PREFERENTIAL STREET MAP



APPLICANT: LINPRO CHICAGO LAND  
LIMITED PARTNERSHIP

200 BERWYN PARK, SUITE 300  
BERWYN PARK, PA 19312

DATE: SEPTEMBER 22, 1987

AMENDED: June 3, 1988

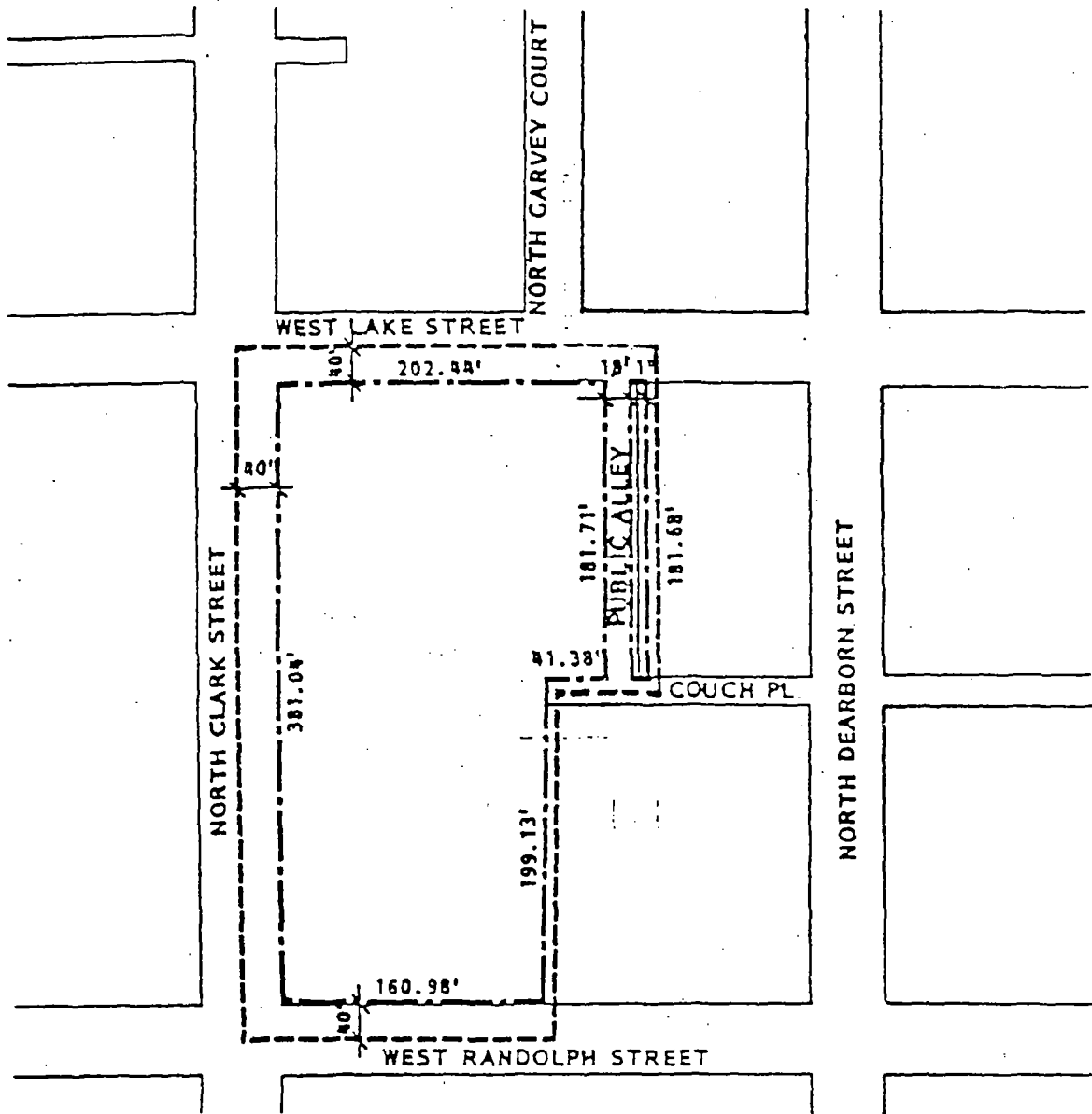
  ZONING DISTRICT

  PLANNED DEVELOPMENT  
BOUNDARY

• • • • • PREFERENTIAL STREETS



## BUSINESS PLANNED DEVELOPMENT

BUSINESS PLANNED DEVELOPMENT  
BOUNDARY MAP

APPLICANT: LINPRO CHICAGO LAND  
LIMITED PARTNERSHIP  
200 BERWYN PARK, SUITE 300  
BERWYN PARK, PA 19312

DATE: SEPTEMBER 22, 1987

AMENDED: June 9, 1988

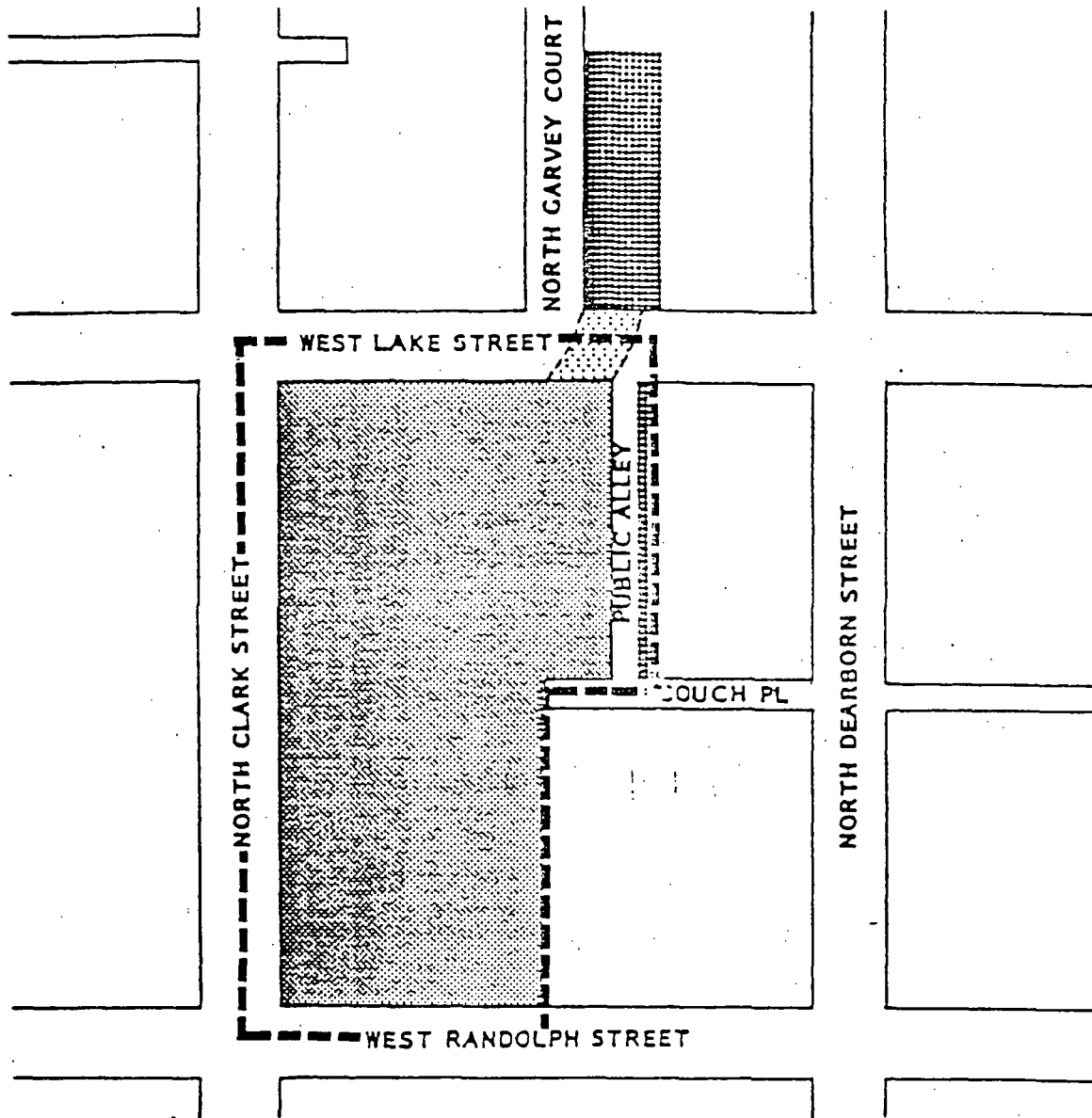
----- PROPERTY LINE

----- PLANNED DEVELOPM  
BOUNDARY



## BUSINESS PLANNED DEVELOPMENT

## GENERALIZED LAND USE PLAN



APPLICANT: LINPRO CHICAGO LAND  
LIMITED PARTNERSHIP  
200 BERWYN PARK, SUITE 300  
BERWYN PARK, PA 19312

DATE: SEPTEMBER 22, 1987

AMENDED: June 9, 1988

 OFFICE,  
AND RELATED US

 SITE ACCESS

 TUNNEL ACCESS



----- PLANNED DEVELOPMENT



(Continued from page 16836)

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-5 Restricted Manufacturing District symbols and indications as shown on Map No. 1-F in area bounded by

West Erie Street; North Franklin Street; the alley next south of and parallel to West Erie Street; and a line 150 feet west of and approximately parallel to North Franklin Street,

to those of a C2-5 General Commercial District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 1-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 B4-2 Restricted Service District symbols and indications as shown on Map No. 1-G in area bounded by

a line 42 feet north of and parallel to the north line of the vacated West Race Avenue; a line 61 feet east of and parallel to North Ashland Avenue; a line 52 feet north of and parallel to the north line of the vacated West Race Avenue; the alley next east of and parallel to North Ashland Avenue; the alley next south of and parallel to the vacated West Race Avenue; North Ashland 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. 1-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 M1-3 Restricted Manufacturing District symbols and indications as shown on Map No. 1-G in area bounded by

West Ancona Street; North Peoria Street; West Erie Street; a line 40 feet west of and parallel to North Peoria Street,

to those of an R5 General Residence District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 1-J.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 1-J in area bounded by

a line 148.9 feet south of and parallel to West Ohio Street; the public alley next east of and parallel to North Pulaski Road; a line 299.9 feet south of and parallel to West Ohio Street; North Pulaski Road,

to those of a B1-2 Local 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. 1-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. 1-L in the area bounded by

a line 54.6 feet south of West Ferdinand Street; North Cicero Avenue; a line 104.6 feet south of West Ferdinand Street; 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. 2-F.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-7 Commercial-Manufacturing District symbols and indications as shown on Map No. 2-F in the area bounded by

a line 210.27 feet north of and parallel to West Van Buren Street; the alley next east of and parallel to South Franklin Street; West Van Buren Street; and South Franklin Street,

to the designation of a Central Area Parking 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. The 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**Central Area Parking Planned Development**Statements.*

1. The area delineated herein as Central Area Parking Planned Development consists of the property located at the northeast corner of West Van Buren Street and South Franklin Street, legal title to which is held by Harris Trust and Savings Bank, as Trustee, under Trust No. 30184, and LaSalle National Bank, as Trustee, under Trust No. 101524, the contract-sellers of the Property.
2. All required disclosures are contained within the Economic Disclosure Statement filed with the City of Chicago in accordance with applicable requirements. Centrum Properties, Incorporated, is the contract-purchaser of the Property. Upon acquisition, the Property will be held under single ownership or control or under single designated control by Centrum Properties, Incorporated, its affiliates, successors or assigns.
3. The public parking facility proposed shall be used for the parking of passenger cars, light vans and pick-up trucks. No heavy commercial trucks shall be parked upon said lot at any time.
4. Adequate drainage shall be provided so as to permit run-off of flow to an established City of Chicago sewer.
5. Adequate lighting shall be maintained at the facility.
6. Ingress and/or egress to the parking facility will be provided from driveways on West Van Buren Street and South Franklin Street. All driveways will comply with the Driveway Ordinance of the City of Chicago.
7. The Applicant or its successors, assigns or grantees shall obtain all required Chicago reviews, approvals and permits in connection with this Plan of Development.
8. Any dedication or vacation of streets or alleys or easements, or any adjustment of right-of-way shall require a separate submittal on behalf of the applicant or its successors, assigns or grantees, and approval by the City Council.
9. Use of land shall consist of a multi-level parking structure, with business (retail and service) and related uses at street level.

10. Business identification signs may be permitted within the Planned Development subject to the review and approval of the Department of Planning and the Department of Inspectional Services. No advertising signs will be permitted.
11. The zoning classification of the subject property will revert to the C3-7 "Commercial-Manufacturing" District classification following the termination of the site as a parking facility.
12. The information in the Plan of Development attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as the Planned Development and illustrates development to such area will be in accordance with the intent and purposes of the Chicago Zoning Ordinance.
13. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments" as promulgated by the Commissioner of the Department of Planning, to the extent that such Rules, Regulations and Procedures have been published, are in effect and generally available for inspection as of the date of approval of this Planned Development.

Bulk Regulations Data attached to this Plan of Development reads as follows:

*Central Area Parking Planned Development*

*Bulk Regulations Data.*

For that certain property located generally at the northeast corner of Franklin Street and Van Buren Street in Chicago.

|                           |                                                                                                                                                                                                                                |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Net Site Area:            | 32,258.2 square feet (.74 acres)                                                                                                                                                                                               |
| Permitted Uses:           | Multi-level public parking, retail uses and such uses as are currently permitted or special uses within the C3-7 Zoning District (including the operation of radio or television towers and/or earth station receiving dishes) |
| Maximum Floor Area Ratio: | 14.2                                                                                                                                                                                                                           |

|                                                                                     |                                                                |
|-------------------------------------------------------------------------------------|----------------------------------------------------------------|
| Maximum Percentage of Site Coverage:                                                | 100%                                                           |
| Number of Off-Street Parking Spaces:                                                | Garage: Minimum--1000<br>Maximum--1300<br>(non-accessory only) |
| Minimum Number of Loading Berths:                                                   | None                                                           |
| Minimum Setbacks:                                                                   | Zero feet                                                      |
| Maximum Floor Area devoted to retail use and other use (other than parking garage): | 11,000 square feet                                             |
| Gross Site Area Calculations:                                                       |                                                                |
| Net Site Area:                                                                      | 32,258.2 square feet                                           |
| Approximate Area to Remain in Public Right-of-Way:                                  | 16,983.5 square feet                                           |
| Approximate Gross Site Area:                                                        | 49,241.7 square feet                                           |

Legal description attached to the Plan of Development reads as follows:

*Legal Description.*

Parcel 1.

Lot 2 (except the North 77.00 feet 9 inches thereof) in the Subdivision of the West Half of Block 91 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2.

The North Half of private alley lying South of and adjoining Lot 2 (except the North 77.00 feet 9 inches thereof) in the Subdivision of the West Half of Block 91 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3.

Lots 3, 4, 5, 6, 7, 8 and 9, all inclusive, in the Subdivision of the West Half of Block 91 in School Section Addition to Chicago, according to the plat thereof recorded April 10, 1869 in Book 168 of plats, page 190, in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4.

That part of the South Half of the private alley South of and adjoining Lot 2 and North of and adjoining Lots 3, 4, 5, 6, 7, 8 and 9, all inclusive, in the Subdivision of the West Half of Block 91 in School Section Addition to Chicago according to the plat of said subdivision recorded April 10, 1869 in Book 168 of plats, page 90, in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which lies North of and adjoining Lots 3, 4, 5, 6, 7, 8 and 9 aforesaid, in Cook County, Illinois.

[Existing Zoning and Preferential Street System Map, Property Line Map  
and Right-Of-Way Adjustment, General Land Use Map and  
drawing printed on pages 16847 through 16850  
of this Journal.]

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*Reclassification Of Area Shown On Map No. 2-G.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R5 General Residence District symbols and indications as shown on Map No. 2-G in area bounded by

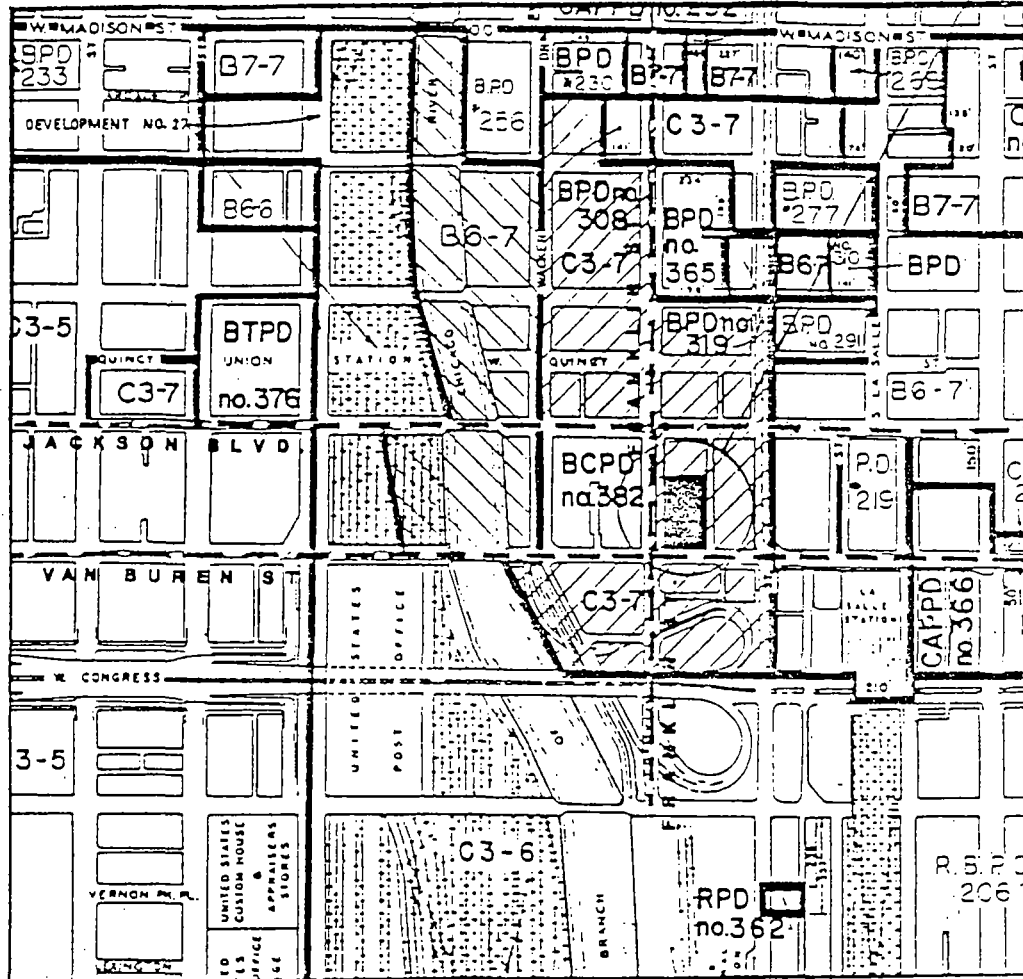
the public alley next north of and parallel to West Adams Street; the public alley next west of and parallel to South Racine Avenue; West Adams Street; a line 192.10 feet west of and parallel to the alley next west of and parallel to South Racine Avenue,

to those of an M1-3 Restricted Manufacturing District, and a corresponding use district is hereby established in the area above described.

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

# CENTRAL AREA PARKING PLANNED DEVELOPMENT EXISTING ZONING AND PREFERENTIAL STREET SYSTEM

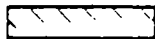
## SITE LOCATION



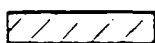
### LEGEND



CENTRAL AREA PARKING PLANNED DEVELOPMENT



B6-7 RESTRICTED CENTRAL BUSINESS DIST.



C3-7 COMMERCIAL-MANUFACTURING DISTRICT



PREFERENTIAL STREET SYSTEM

APPLICANT •

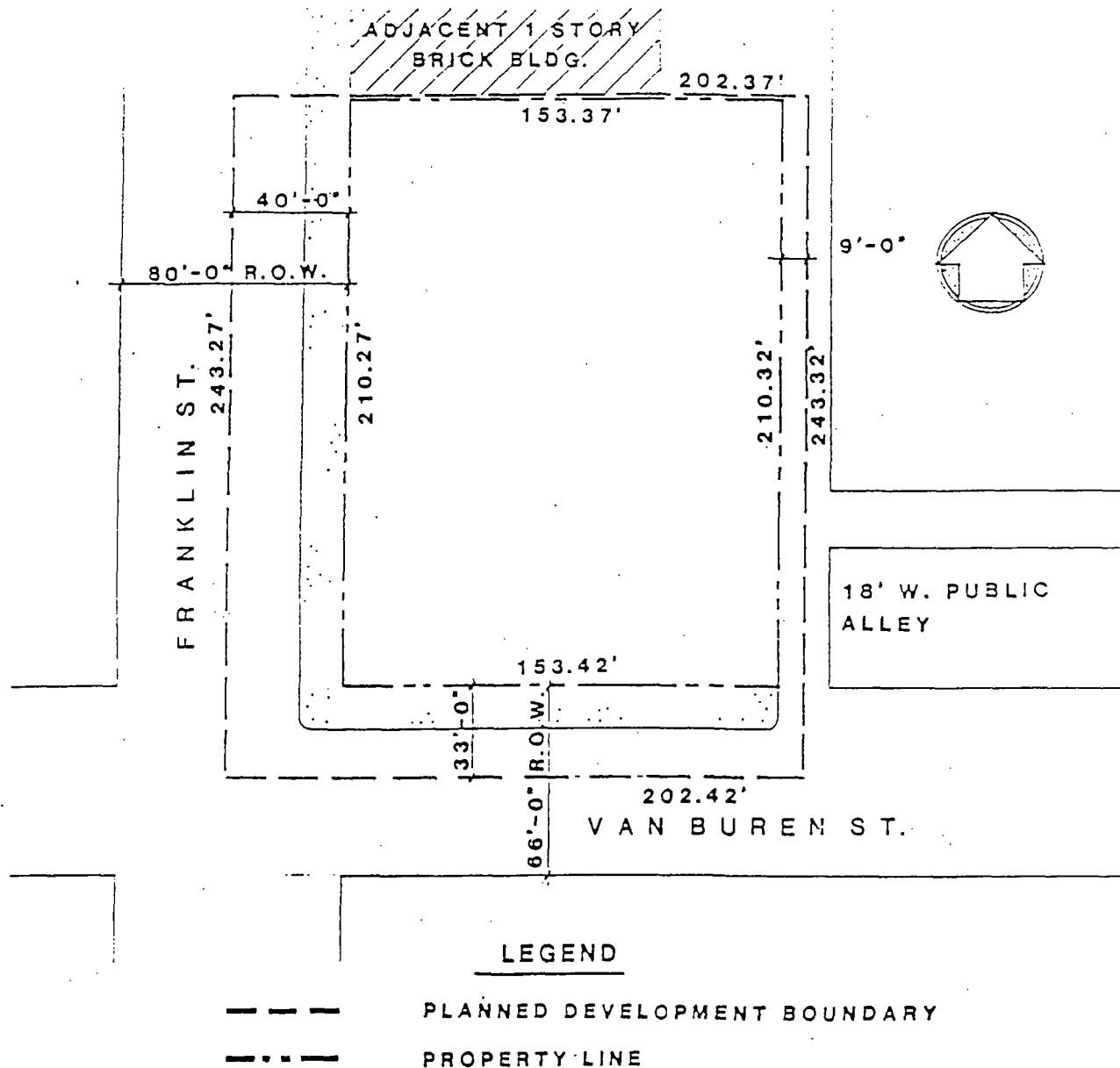
CENTRUM PROPERTIES, INC.

DATE •

March 28, 1988



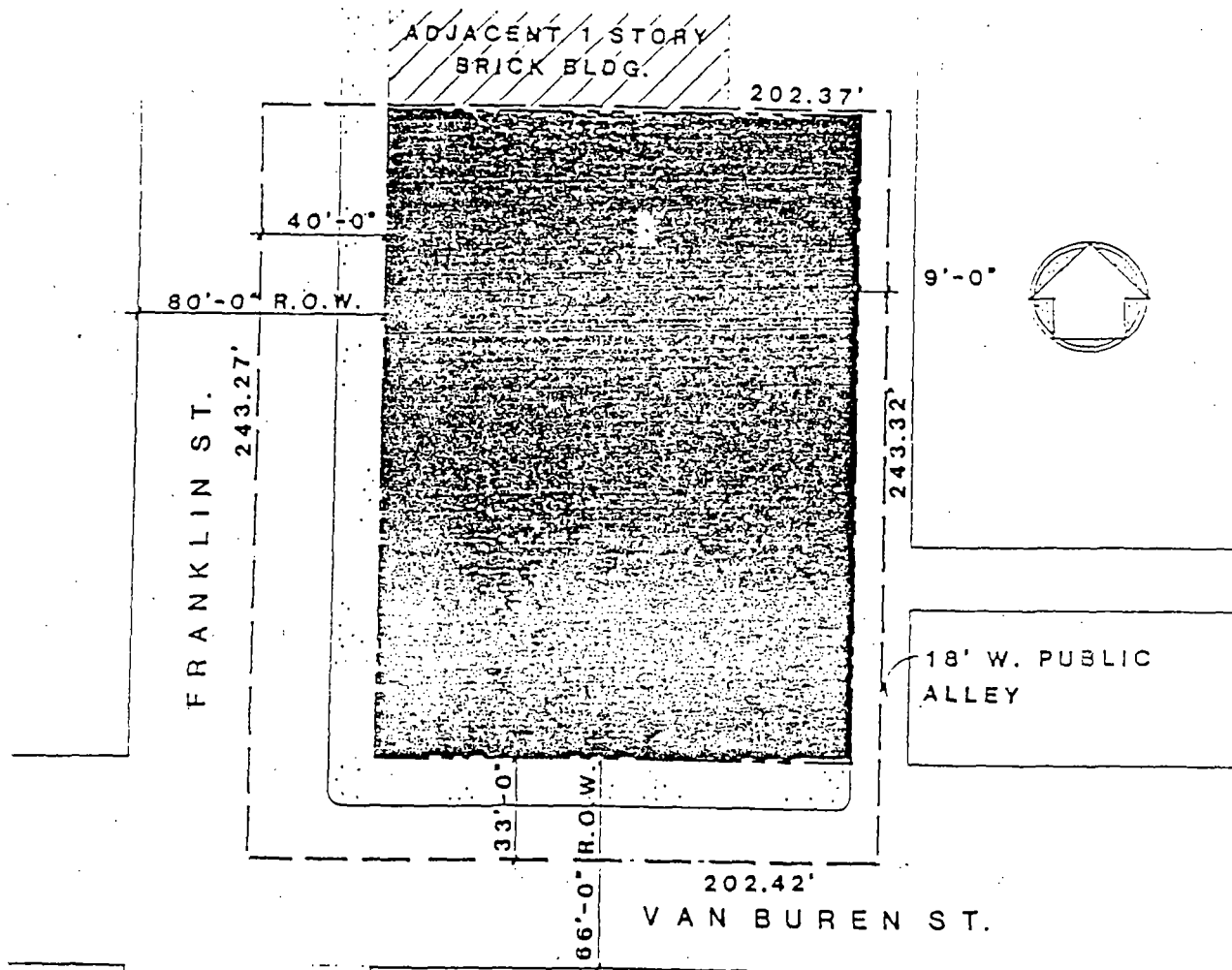
CENTRAL AREA PARKING PLANNED DEVELOPMENT  
PROPERTY LINE MAP AND RIGHT-OF-WAY  
ADJUSTMENT



APPLICANT: CENTRUM PROPERTIES, INC.

DATE: March 28, 1988

CENTRAL AREA PARKING PLANNED DEVELOPMENT  
GENERAL LAND USE MAP



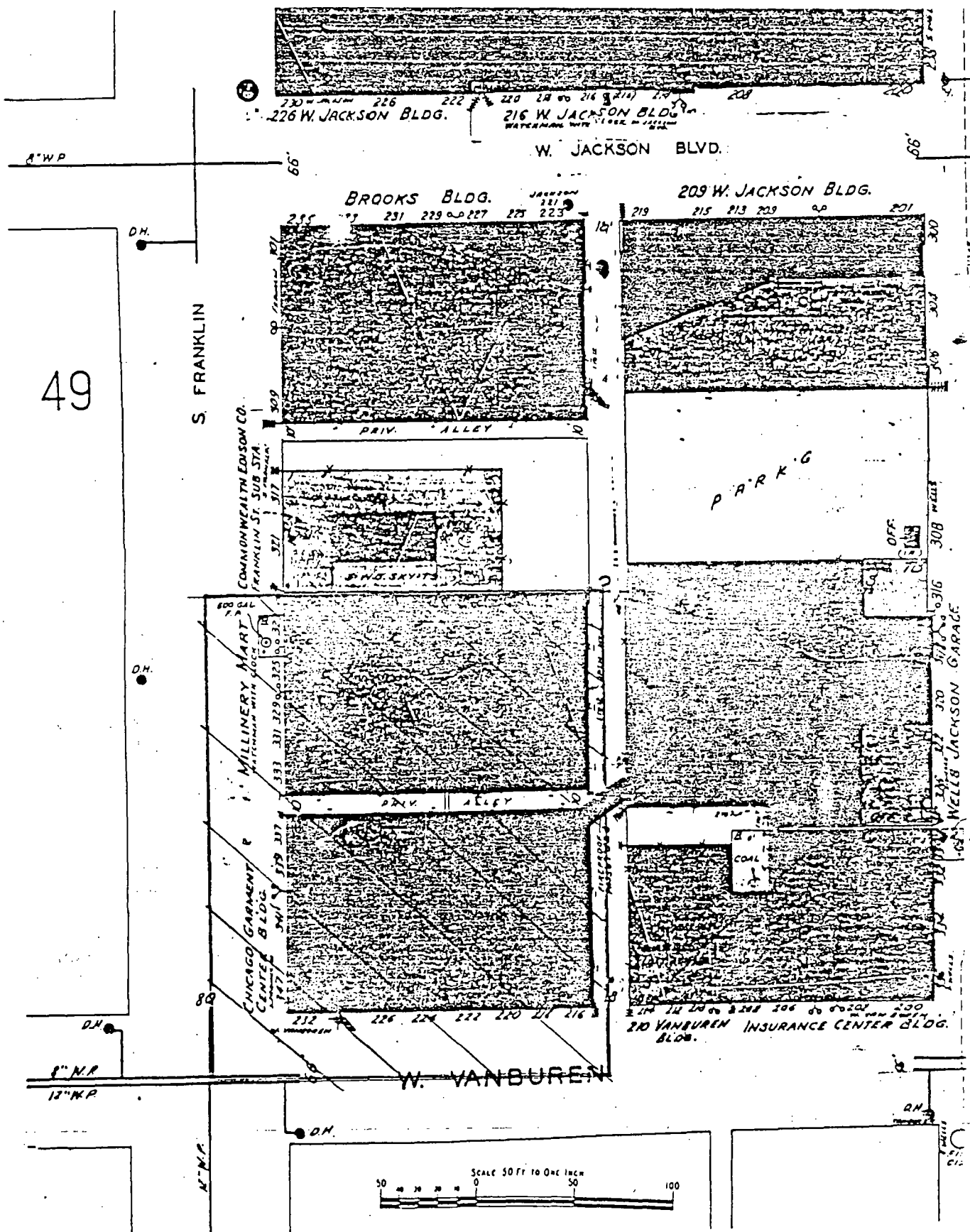
LEGEND

- PLANNED DEVELOPMENT BOUNDARY
- PROPERTY LINE
-  CENTRAL AREA PARKING PLANNED DEVELOPMENT, OFF-STREET PARKING AND RELATED USES

0 50 100  
SCALE IN FT.

APPLICANT: Centrum Properties, Inc.

DATE: March 28, 1988



*Reclassification Of Area Shown On Map No. 2-G.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-3 Restricted Manufacturing District symbols and indications as shown on Map No. 2-G in the area bounded by

West Gladys Street; a line 280 feet west of South Morgan Street; West Van Buren Street; and a line 376 feet west of South Morgan Street,

to those of a C3-5 Commercial-Manufacturing District which 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-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 R4 General Residence District symbols and indications as shown on Map No. 3-I in the area bounded by

West Augusta Boulevard; a line 25 feet east of and parallel to North Rockwell Street; the alley south of and parallel to West Augusta Boulevard; North Rockwell Street,

to those of a B2-1 Restricted Retail District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 3-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 B2-2 Restricted Retail District symbols and indications as shown on Map No. 3-J in the area bounded by

West Division Street; a line 25 feet west of and parallel to North Spaulding Avenue; a line 50 feet west of and parallel to North Spaulding Avenue; and the alley next south of and parallel to West Division 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. 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 51.5 feet east of North Kildare Avenue as measured along the south line of West North Avenue; the alley next south of West North Avenue; and North Kildare 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. 4-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 R4 General Residence District symbols and indications as shown on Map No. 4-J in the area bounded by

a line 120 feet south of West Roosevelt Road; the alley next east of and parallel to South Independence Boulevard; the alley next south of and parallel to West Roosevelt Road; the alley next east of and parallel to South Independence Boulevard; a line 168 feet south of West Roosevelt Road; and South Independence Boulevard,

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. 5-G.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-G in area bounded by

a line perpendicular to North Bissell Street which is 98 feet north of the intersection of North Dayton Street and North Bissell Street (as measured along the south line of North Bissell Street); North Bissell Street; North Dayton Street; a line perpendicular to North Dayton Street which is 25 feet south of the intersection of North Bissell Street and North Dayton Street (as measured along the west line of North Dayton Street); a line parallel to North Bissell Street that is 58 feet long starting at a point 46 feet west of North Dayton Street and 25 feet south of North Bissell Street (as measured along the west line of North Dayton Street) to the point of origin,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map No. 5-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 B4-2 Restricted Service District symbols and indications as shown on Map No. 5-H in the area bounded by

a line 26 feet south of and parallel to West Webster Avenue; the alley next east of North Hoyne Avenue; a line 48 feet south of and parallel to West Webster Avenue; and North Hoyne Avenue,

to those of an R3 General Residence District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 5-J.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 5-J in area bounded by

the alley next north of and parallel to West North Avenue; North St. Louis Avenue; West North Avenue; a line 68 feet west of and parallel to North St. Louis 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 B4-2 Restricted Service District symbols and indications as shown on Map No. 5-K in area bounded by

a line 241 feet south of and parallel to West Fullerton Avenue; North Pulaski Road; the C.M. St. P. & P. Railroad Right of Way,

to those of a C2-2 General Commercial District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 5-M.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-1 Restricted Service District symbols and indications as shown on Map No. 5-M in area bounded by

the alley next north of and parallel to West North Avenue; North Melvina Avenue; West North Avenue; a line 131.92 feet west of and parallel to West Melvina Avenue,

to those of a B4-1 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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



*Reclassification Of Area Shown On Map No. 5-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 R4 General Residence District symbols and indications as shown on Map No. 5-N in area bounded by

a line 87.5 feet north of and parallel to West Belden Avenue; the alley next east of and parallel to North Harlem Avenue; west of Belden Avenue and North Harlem Avenue,

to those of an R7 General Residence District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 5-N.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-N in area bounded by

West Medill Avenue; the alley next east of and parallel to North Harlem Avenue; a line 215.94 feet south of and parallel to West Medill Avenue; North Harlem Avenue,

to those of a B5-2 General Service District, and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map No. 7-H.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 7-H in area bounded by

West Terra Cotta Place; West Altgeld Street; a line approximately parallel to and 100 feet southeast of West Terra Cotta Place; and the alley approximately parallel to and next southwest of West Altgeld Street,

to those of an R3 General Residence District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 7-H.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M3-3 Heavy Manufacturing District symbols and indications as shown on Map No. 7-H in area bounded by

a line 482.23 feet west of and parallel to North Damen Avenue; West Fullerton Avenue; a line 707.23 feet west of and parallel to North Damen Avenue; a line approximately 229 feet long starting at a point 161.02 feet north of West Fullerton Avenue and 707.23 feet west of North Damen Avenue to a point 482.23 feet west of North Damen Avenue and 201.16 feet north of West Fullerton Avenue,

to those of a C2-4 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.  
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 8-F the area bounded by

the center line of South Canal Street to the center line of West 31st Street to a line 65 feet and 7-1/4 inches west of and parallel to South Canal Street to a line 112 feet north of West 31st Street,

to those of an R4 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-J.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 8-J in area bounded by

West 31st Street; a line 52 feet east of and parallel to South Avers Avenue; the alley next south of and parallel to West 31st Street; South Avers Avenue,

to those of a C1-2 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map No. 9-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 R5 General Residence District symbols and indications as shown on Map No. 9-F in the area bounded by

a line 200 feet south of West Brompton Avenue; North Broadway; a line 300 feet south of West Brompton Avenue; and a line 100 feet west of North Broadway,

to those of a B4-4 Restricted Service District, and a corresponding use district is hereby established in the area described above.

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

---

*Reclassification Of Area Shown On Map No. 9-H.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 9-H in area bounded by

the alley next north of and parallel to West Roscoe Street; North Hoyne Avenue; the alley next south of and parallel to West Roscoe Street; and North Leavitt Street,

to those of a B2-2 Restricted Retail District, and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map No. 10-J.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 10-J in area bounded by

West 45th Street; the vacated 16-foot public alley next east of and parallel to South Trumbull Avenue; the vacated 16-foot public alley next north of and parallel to South Archer Avenue; South Trumbull Avenue,

to those of a C2-2 General Commercial District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 11-H.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-2 General Commercial District symbols and indications as shown on Map No. 11-H in the area bounded by

West Pensacola Avenue; the alley next north of North Lincoln Avenue; West Cullom Avenue; the alley next north of North Lincoln Avenue; West Hutchinson Street; North Lincoln Avenue; West Berteau Avenue; the alley next south of and parallel to North Lincoln Avenue; the alley next north of and parallel to West Berteau Avenue; the alley next east of and parallel to North Leavitt Street; the alley next south of and parallel to West Cullom Avenue; a line 175 feet east of North Leavitt Street; West Cullom Avenue; and North Lincoln Avenue,

to those of a B5-2 General Service District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 11-H.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-2 General Commercial District symbols and indications as shown on Map No. 11-H in the area bounded by

West Wilson Avenue; the alley next north of and parallel to North Lincoln Avenue; the alley next south of and parallel to West Wilson Avenue; the alley next west of North Leavitt Street; West Sunnyside Avenue; North Leavitt Street; North Lincoln Avenue; West Sunnyside Avenue; the alley next south of and parallel to North Lincoln Avenue; and North Oakley Avenue,

to those of a B5-2 General Service District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 12-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. 12-G in area bounded by

a line 22.27 feet north of and parallel to West 53rd Street; South Loomis Boulevard; West 53rd Street; the alley next west of and parallel to South Loomis Boulevard,

to those of a B2-2 Restricted Retail District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 12-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 B4-1 Restricted Service District symbols and indications as shown on Map No. 12-K in area bounded by

the alley next north of and parallel to Archer Avenue; a line 125 feet 0 inches long starting at a point 74 feet, 5 inches east of South Kilpatrick Avenue (as measured along the south line of the alley next north of Archer Avenue) to a point 97 feet 4 inches east of South Kilpatrick Avenue (as measured along the north line of Archer Avenue); Archer Avenue; South Kilpatrick Avenue,

to those of a C1-2 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 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 R4 General Residence District symbols and indications as shown on Map No. 13-G in the area bounded by

West Gunnison Street; a line 742.34 feet east of and parallel to North Sheridan Road; the public alley next south of and parallel to West Gunnison Street; a line 609.0 feet east of and parallel to North Sheridan Road,

to those of an R5 General Residence District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map Nos. 14-D And 16-D.*

*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 and C1-3 Restricted Commercial District symbols and indications as shown on Map Nos. 14-D and 16-D in the area bounded by

the alley next north of and parallel to East 63rd Street; South Dorchester Avenue; a long 435.83 feet south of 63rd Street; the alley next west of and parallel to South Dorchester Avenue; East 64th Street; and South Kenwood Avenue,

to the designation an Institutional Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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:

*Institutional Planned Development No. \_\_\_\_\_*

*Statements.*

1. The area delineated hereon as "Institutional Planned Development for Religious Facilities" is owned or controlled by the Apostolic Church of God.
2. Off-street parking facilities shall be provided in compliance with this Plan of Development, subject to the review of the Department of Streets and Sanitation and the approval of the Department of Planning.



3. Off-street loading facilities shall be provided in compliance with this Plan of Development, subject to the review of the Bureau of Traffic Engineering and Operations and the approval of the Department of Planning.
4. All applicable official reviews, approvals or permits are required to be obtained by the Apostolic Church of God.
5. Any dedication or vacation of streets or alleys or easements, or adjustments of right-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Apostolic Church of God and approval by the City Council.
6. Any service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles; there shall be no parking within such paved areas. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago and shall have a minimum width of 20 feet to provide ingress and egress for emergency vehicles. There shall be no parking within such paved area.
7. The following uses shall be permitted within the area delineated hereon as "Institutional Planned Development"; religious facility, off-street parking, and related facilities.
8. Identification signs may be permitted within the area delineated hereon as "Institutional Planned Development" subject to the review and approval of the Commissioner of the Department of Planning and the Department of Inspectional Services.
9. The following information sets forth data concerning the property included in said "Institutional Planned Development" and data concerning a generalized land use plan (site plan) illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance.
10. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development", as adopted by the Commissioner of the Department of Planning.

Planned Development Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

*Institutional Planned Development No. \_\_\_\_*

*Planned Development Use And Bulk Regulations And Data.*

| Net Site Area  |       | General Description<br>Of Land Use                                  | Max. Floor<br>Area Ratio | Max. Percent Of<br>Land Covered |
|----------------|-------|---------------------------------------------------------------------|--------------------------|---------------------------------|
| Square<br>Feet | Acres |                                                                     |                          |                                 |
| 208,942        | 4.80  | Religious facility<br>off-street parking<br>and related facilities. | 0.60                     | 45.0%                           |

|                 |   |                                   |   |                 |
|-----------------|---|-----------------------------------|---|-----------------|
| Net Site Area   | + | Area of Public Streets and Alleys | = | Gross Site Area |
| 208,942 sq. ft. |   | 56,270 sq. ft.                    |   | 265,212 sq. ft. |

Maximum Permitted F.A.R. for Total Net Site Area: 0.60

Minimum Number of Off-Street Parking Spaces for all Facilities: 216 Total

Minimum Number of Off-Street Loading Spaces for all Facilities: 01

Minimum Boundary Setbacks:

- 7.5 feet from west boundary
- 8 feet from north boundary
- 70 feet from east boundary
- 18 feet from south boundary

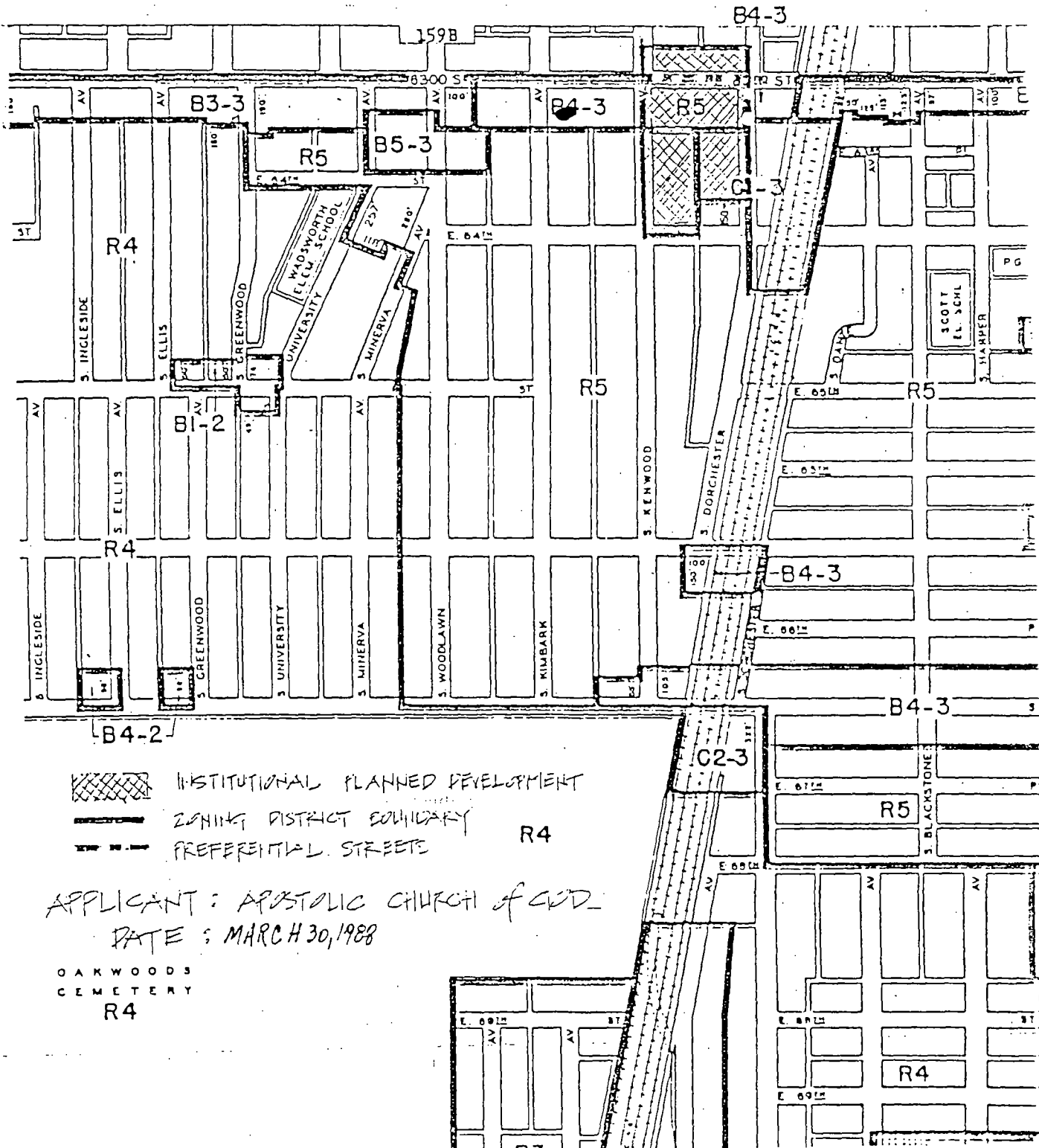
Maximum Percent of Land Covered: 45.0%

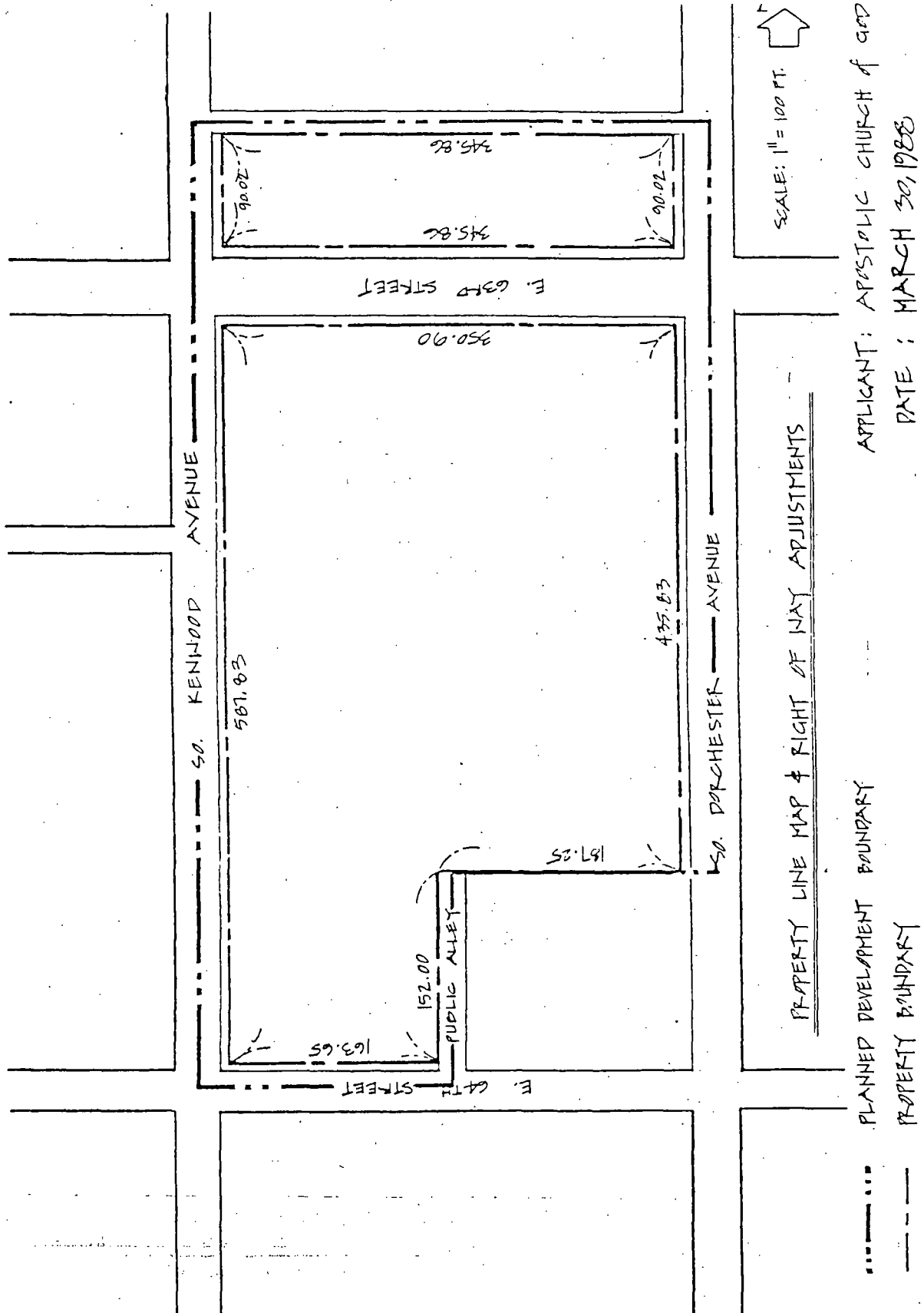
Setback and yard requirements may be adjusted where required to permit conformance to the pattern of, or architectural arrangement related to, existing structures, or where necessary because of technical reasons, subject to the approval of the Department of Planning.

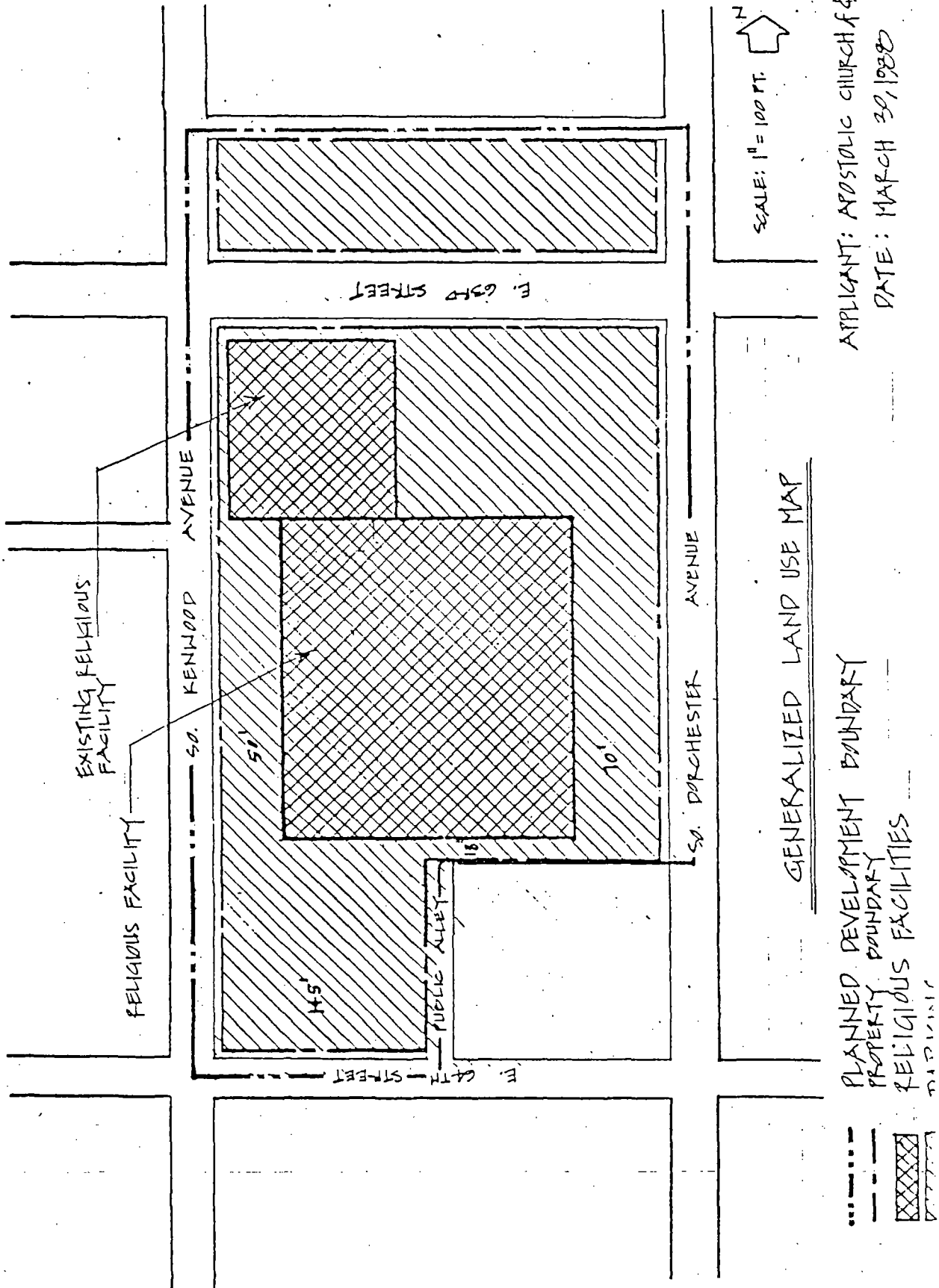
[Existing Zoning and Preferential Street System Map, Property  
Line Map and Right-Of-Way Adjustments and Generalized  
Land Use Map printed on pages 16866 through  
16868 of this Journal.]

INSTITUTIONAL PLANNED DEVELOPMENT NO.  
EXISTING ZONING & PREFERENTIAL STREET SYSTEM

SEC. 23 T. 38 N. R. 14 E.







*Reclassification Of Area Shown On Map No. 14-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 M2-2 General Manufacturing District symbols and indications as shown on Map No. 14-F in the area bounded by

a line 387.48 feet north of and parallel to West 62nd Street; the alley next east of and parallel to South Wentworth Avenue; West 62nd Street; South Wentworth Avenue,

to those of a C1-2 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

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

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*Reclassification Of Area Shown On Map No. 18-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 B2-1 Restricted Retail District symbols and indications as shown on Map No. 18-G in area bounded by

a line 145 feet north of and parallel to West 73rd Street; the alley next east of and parallel to South Racine Avenue; a line 50 feet north of and parallel to West 73rd Street; South Racine Avenue,

to those of a C1-1 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map No. 18-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 B2-2 Restricted Retail District symbols and indications as shown on Map No. 18-I in area bounded by

West 72nd Street; South Western Avenue; a line 125 feet south of and parallel to West 72nd Street; the public alley next west of and parallel to South Western Avenue,

to those of a C1-2 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 20-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 B1-1 Local Retail District symbols and indications as shown on Map No. 20-H in the area bounded by

West 79th Street; a line 395 feet east of South Oakley Avenue; West 79th Place; and South Oakley Avenue,

to the designation of an Institutional Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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:

*Institutional Planned Development No. \_\_\_\_\_*

*Plan Of Development*

*Statements.*

1. The area herein designated as "Institutional Planned Development" is owned or controlled by Liberty Temple Full Gospel Church, Inc., an Illinois not-for-profit corporation.
2. Off-street parking and loading facilities shall be provided in compliance with this 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, approvals and permits readjustments 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 Institutional Planned Development will consist of a facility for religious services and related uses, including office space for related community and religious programs and services, and space for video production of religious services for Cable Television and shall also include off-street parking and loading facilities.
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 provided ingress and egress for motor vehicles, including emergency vehicles. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago.
7. Identification 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.
8. The information contained in the tables and maps attached hereto provide data concerning the generalized plan of land use for the subject area. These exhibits demonstrate that the development shall be in compliance with the Institutional Planned Development classification and with the intent and purpose of the Chicago Zoning Ordinance.



9. The 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.

Planned Development Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

*Institutional Planned Development No. \_\_\_\_\_*

*Planned Development Use And Bulk Regulations And Data.*

| Net Site Area                   | General Description<br>Of Land Use                                                                          | Maximum<br>F.A.R. | Maximum<br>Percent Of<br>Coverage |
|---------------------------------|-------------------------------------------------------------------------------------------------------------|-------------------|-----------------------------------|
| Sq. Ft. Acres                   |                                                                                                             |                   |                                   |
| 103,213.5 sq. ft.<br>2.37 acres | Religious services and<br>related uses, for<br>community and religious<br>programs and educational<br>uses. | .38               | .23                               |

Gross Site Area = Net Site Area: 2.37 acres plus area in public right-of-way:  
1.26 acres = 3.63 acres

Minimum Off-Street Loading Requirement: 1

Minimum Off-Street Parking Requirement: 133

Required Setbacks: North 136 feet  
West 0 feet  
South 0 feet  
East 133 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.

[Existing Zoning Map, Property Line Map and Right-of-Way Adjustments  
and Generalized Land Use Plan Map printed on pages  
16874 through 16876 of this Journal.]

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*Action Deferred* -- CHICAGO ZONING ORDINANCE AMENDED TO  
RECLASSIFY AREA SHOWN ON MAP NUMBER 5-H.

The Committee on Zoning submitted the following report, which was, on motion of Alderman Shiller and Alderman Figueroa, *Deferred* and ordered published:

CHICAGO, July 27, 1988.

*To the President and Members of the City Council:*

Your Committee on Zoning begs leave to recommend that Your Honorable Body pass the ordinances transmitted herewith (referred to your committee on July 29, 1987, September 23, 1987, March 30, 1988, April 13, 1988, April 27, 1988, April 30, 1988, May 11, 1988, May 25, 1988, June 8, 1988, June 22, 1988 and July 13, 1988) to amend the Chicago Zoning Ordinance for the purpose of reclassifying the particular areas.

Application A-2585 (11th Ward) referred to the committee on June 22, 1988, was amended by the alderman of the 11th Ward. Application 10321 was amended on the floor from the proposed R5 to R4.

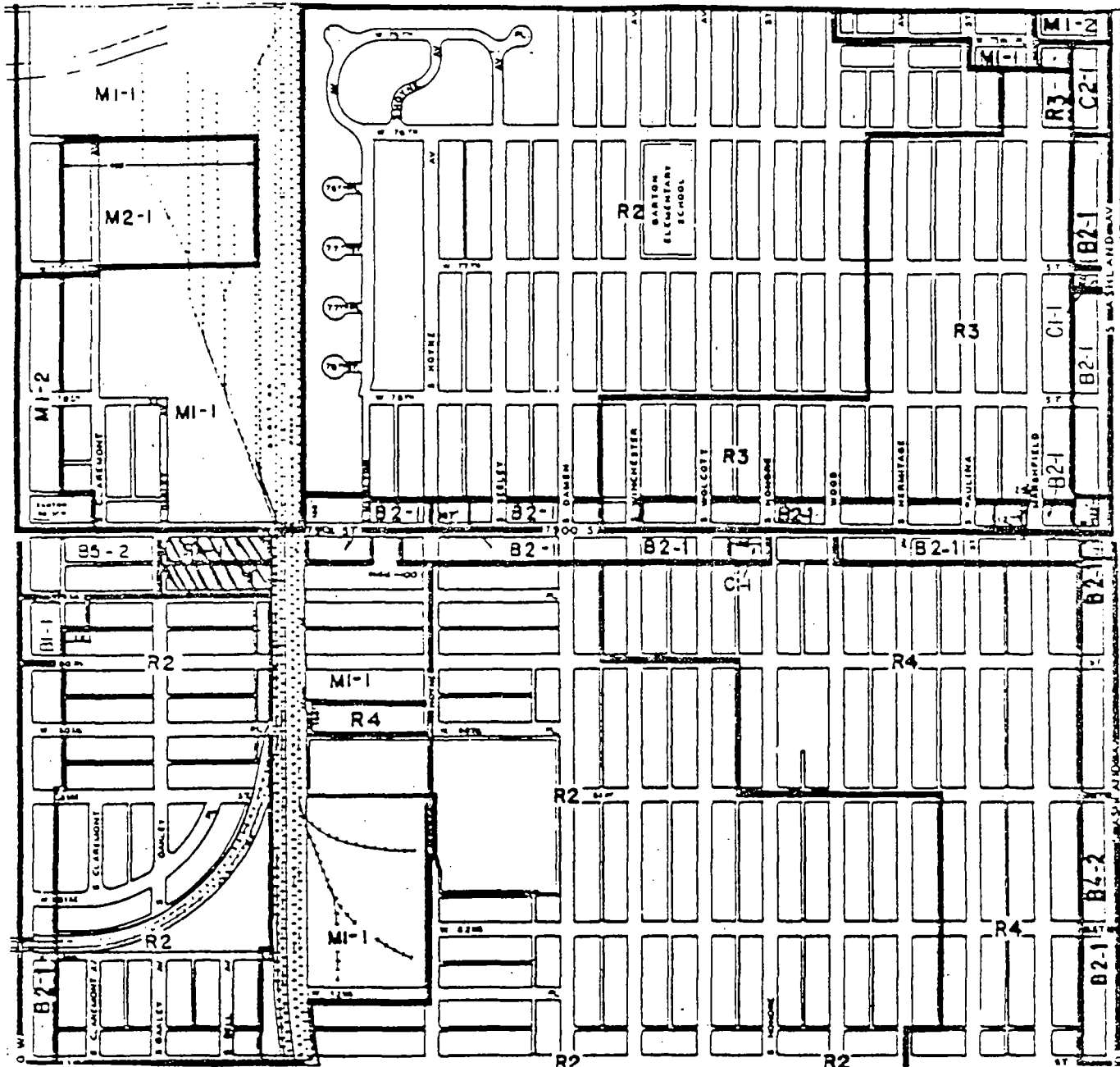
Application 10311 was withdrawn by the applicant. Application 10261 referred to the committee on January 13, 1988 was withdrawn by the applicant.

Application 10306, referred to the committee on April 27, 1988, and Application 10276, referred to the committee on February 10, 1988, failed to meet the committee's approval and was not passed.

The recommendations were concurred in by the members of the Committee on Zoning with no dissenting vote.

(Continued on page 16877)

## INSTITUTIONAL PLANNED DEVELOPMENT EXISTING ZONING

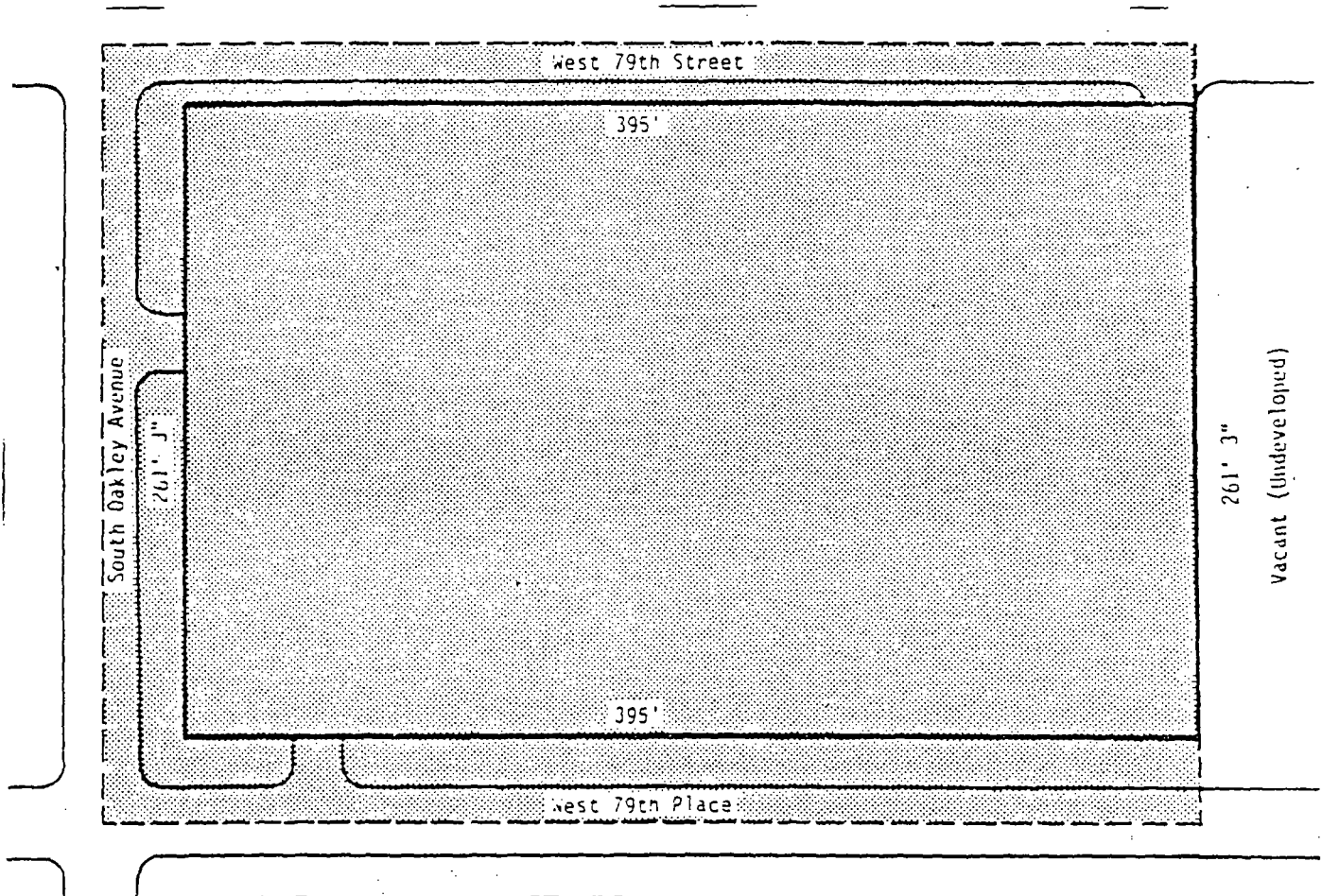


Institutional Planned Development

APPLICANT: Liberty Temple Full Gospel Church, Inc.

ADDRESS: 2233 W. 79th Street, Chicago, IL. 60620

DATE:

INSTITUTIONAL PLANNED DEVELOPMENT PROPERTY LINE MAP  
AND RIGHT OF WAY ADJUSTMENTS

NORTH

## LEGEND:

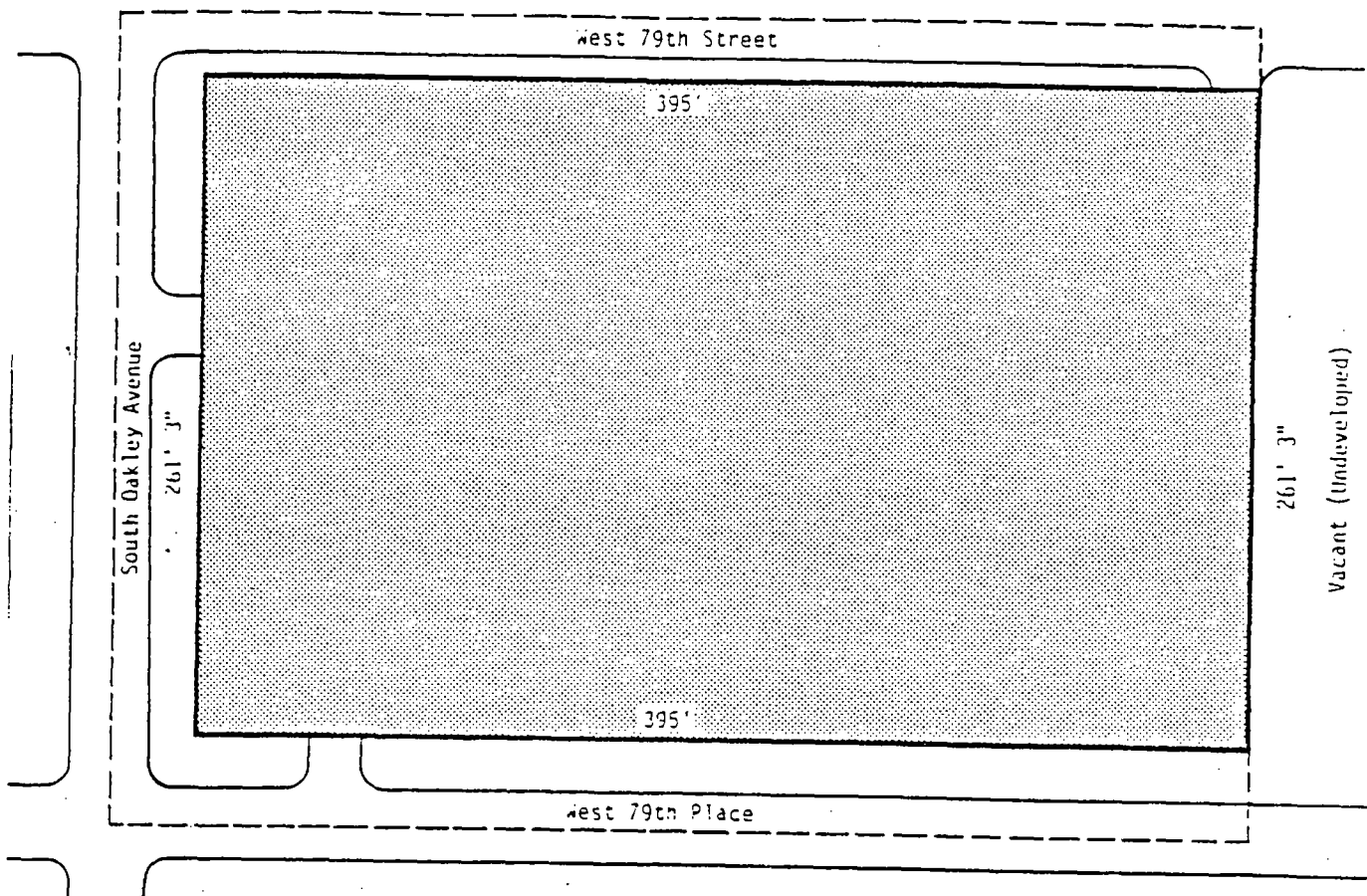
- PROPERTY LINE  
- - - - - PLANNED DEVELOPMENT BOUNDARY AND  
RIGHT OF WAYS

APPLICANT: Liberty Temple Full Gospel Church, Inc.

ADDRESS: 2233 W. 79th Street, Chicago, IL. 60620

DATE:

## INSTITUTIONAL PLANNED DEVELOPMENT GENERALIZED LAND USE PLAN



NORTH

## LEGEND:



PLANNED DEVELOPMENT BOUNDARY



The uses of the area delineated as Institutional Planned Development will consist of a facility for religious services and related uses, including office space for related community & religious programs & services, and space for video production of religious services for cable television and include off-street parking and loading.

APPLICANT: Liberty Temple Full Gospel Church, Inc.

ADDRESS: 2233 W. 79th Street, Chicago, IL. 60620

DATE:

(Continued from page 16873)

Respectfully submitted,  
(Signed) KEITH CALDWELL,  
Chairman.

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

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-H in the area bounded by

West Willow Street; North Damen Avenue; West St. Paul Avenue; a line 486.64 feet west of and parallel to North Damen Avenue,

to the designation of a C1-2 Restricted Commercial District, subject to the use and bulk regulations as are set forth in the applicable sections of the Chicago Zoning Ordinance.

SECTION 2. Further, that the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 5-H in the area bounded by

West Willow Street; North Damen Avenue; West St. Paul Avenue; a line 486.64 feet west of and parallel to North Damen Avenue,

to the designation of a Commercial-Residential 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 3. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development attached to this ordinance reads as follows:

*Commercial-Residential Planned Development No. \_\_\_\_\_*

*Plan Of Development**Statements.*

1. The area delineated herein as a Commercial-Residential Planned Development consists of approximately 105,213 square feet (or 2.42 acres) of real property. It is bounded by West Willow Street; North Damen Avenue; West St. Paul Avenue; and a line 486.64 feet west of and parallel to North Damen Avenue, as shown on the attached "Property Line Map". Legal title to the property is currently held by LaSalle National Bank, Trustee, under Trust 110709, dated December 15, 1985. The beneficial owner is the Willow-Damen Partnership.
2. This Plan of Development consists of twelve statements; an existing zoning map; a boundary and property line map; a generalized land use map; and a table of use and bulk regulations and related controls. The Plan of Development is applicable to the area delineated herein and these and no other controls shall apply to the delineated area.
3. The information in the Plan of Development sets forth data concerning the generalized land use plan of the Planned Development, and illustrates that the development of such areas will be in accordance with the intent and purpose of this Plan of Development.
4. The applicant or its successors, assignees, grantees or such other person or entity as may then own or control the subject property shall obtain all required reviews, approvals, licenses and permits in connection with this Planned Development and shall be bound by all of its terms.
5. Any dedication or vacation of streets, alleys or easements or any adjustment of rights-of-way shall require a separate submittal on behalf of the applicant or its successors, assigns or grantees, and approval by the City Council.
6. The uses permitted in the Planned Development shall be in general conformity with the permitted and special uses in the C1-2 Restricted Commercial District, under Chapter 9.3-1 of the Chicago Zoning Ordinance, except that: (a) residential space includes "work/live" space as defined in Statement 7, and (b) residential and "work/live" space may be located below the second floor. Earth station receiving dishes shall be permitted with the review of the Commissioner of Planning. No unit in building 4 (as shown on the Generalized Land Use Map included herein) shall be used exclusively as a dwelling unit; in addition, the applicant shall use all reasonable efforts to cause "work/live" uses to be established in buildings 1, 2 and 3. The applicant shall file a report with the Commissioner of the Department of Planning on the first and second year anniversary from the date of passage of the zoning amendment ordinance which contains data concerning the number of units sold in the project and also contains samples of material used to market units in the project.

7. For purposes of this Planned Development, "work/live" uses are defined as the maintenance of a part or full-time residence in conjunction with an ongoing business, retail or commercial use (as evidenced by the existence of a City of Chicago business license) in the same space. "Work/live" space shall meet all of the applicable provisions of the City's residential building code.
8. Every sales or lease agreement for a unit in building 4 (otherwise known as 2012 West St. Paul Avenue) shall contain the following provision:

The [buyer or lessee] acknowledges, and has notice of, certain language in the Chicago Zoning Ordinance which 1) prohibits the use of any unit in building 4 exclusively as a dwelling unit, and 2) allows persons using units in building 4 for "work/live" purposes to maintain a residence in such unit only in conjunction with an ongoing business, retail or commercial use in the same unit.

9. 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 shall be in compliance with the Municipal Code of the City of Chicago.
10. Loading facilities will be provided in compliance with this Plan of Development and shall be subject to the review of the Bureau of Traffic Engineering and Operations and the approval of the Commissioner of Planning.
11. 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. Temporary signs, such as construction and marketing signs, may be permitted subject to the aforesaid approvals.
12. This Plan of Development 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 and in force on the date of this application.

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

*Commercial-Residential Planned Development No. \_\_\_\_\_*

*Plan Of Development*



*Use And Bulk Regulations And Data.*

| Net Site Area<br>Sq. Ft. (Acres) | Land Use Permitted                                                                                                                                                                                                                                                                                                                                                                                                 | Maximum<br>Floor Area<br>Ratio | Maximum Percent<br>Of Site Coverage |
|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-------------------------------------|
| 105,213.72 (2.42)                | All uses permitted in the C1-2 Restricted Commercial District, except that residential uses include "work/live" uses as defined in Statement 7, and residential and "work/live" uses may be located below the second floor; earth station receiving dishes; and off-street parking; no unit in building 4 (as shown on the Generalized Land Use Map included herein) shall be used exclusively as a dwelling unit. | 2.0                            | 60                                  |

Gross Site Area = Net Site Area: 105,213.73 square feet (2.42 acres) plus areas of public rights of way: 36,331.50 square feet (.83 acres) = 141,545.23 square feet (3.25 acres).

**Off-Street Parking And Loading Controls.**

Minimum number of off-street parking spaces: 147

Minimum number of off-street loading berths: 3

**Bulk Regulations.**

Maximum number of dwelling units: 115

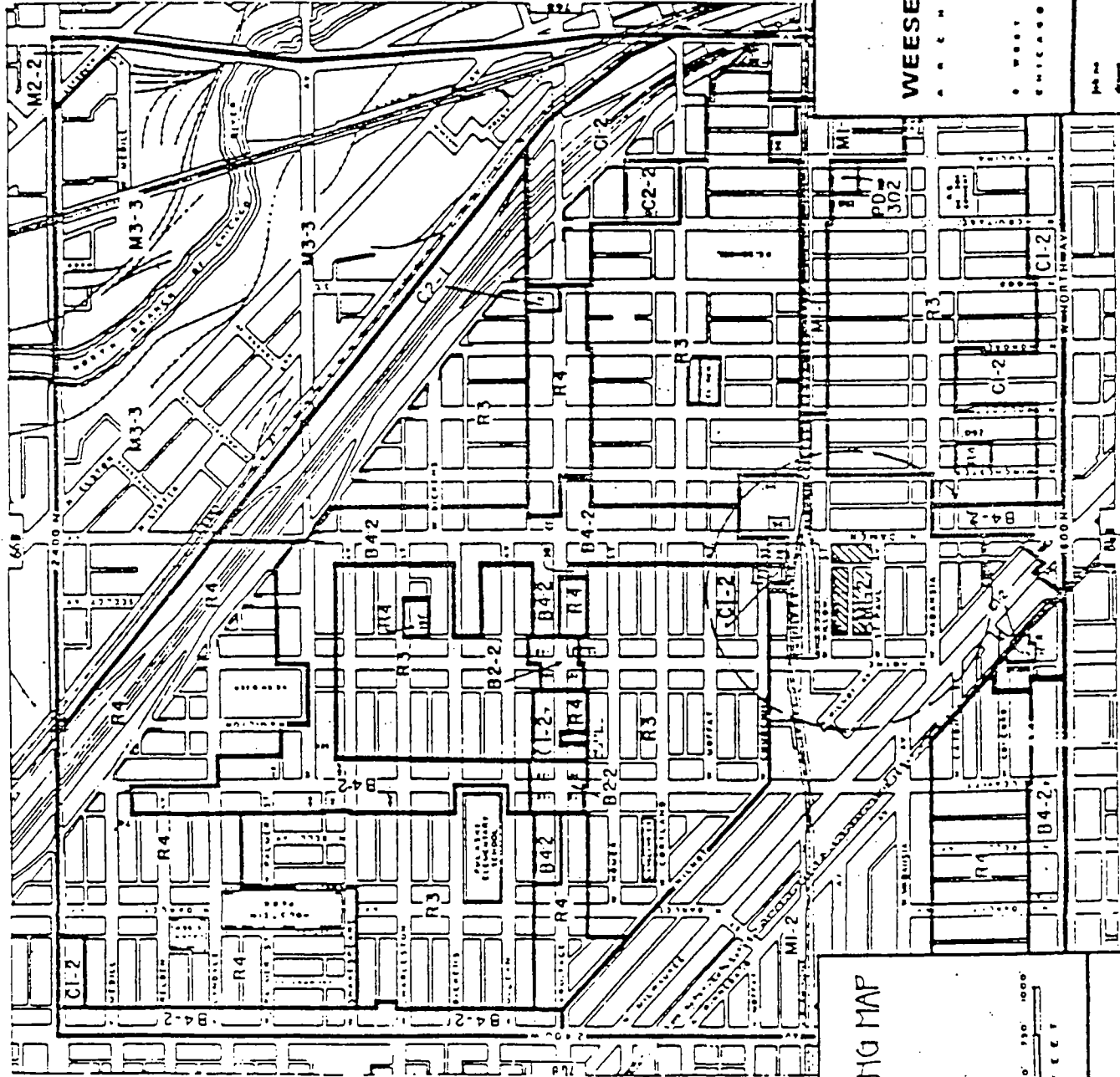
Maximum amount of retail space: 20,000 square feet

[Existing Zoning Map, Generalized Land Use Map and Property  
Line Map printed on pages 16881 through 16883  
of this Journal.]

MAP 5-H

SECTION 140M RING

CHICAGO ZONING ORDINANCE



WEESSE HICKEY WEESSE

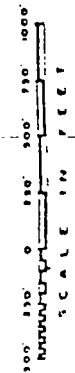
CHICAGO ZONING ORDINANCE

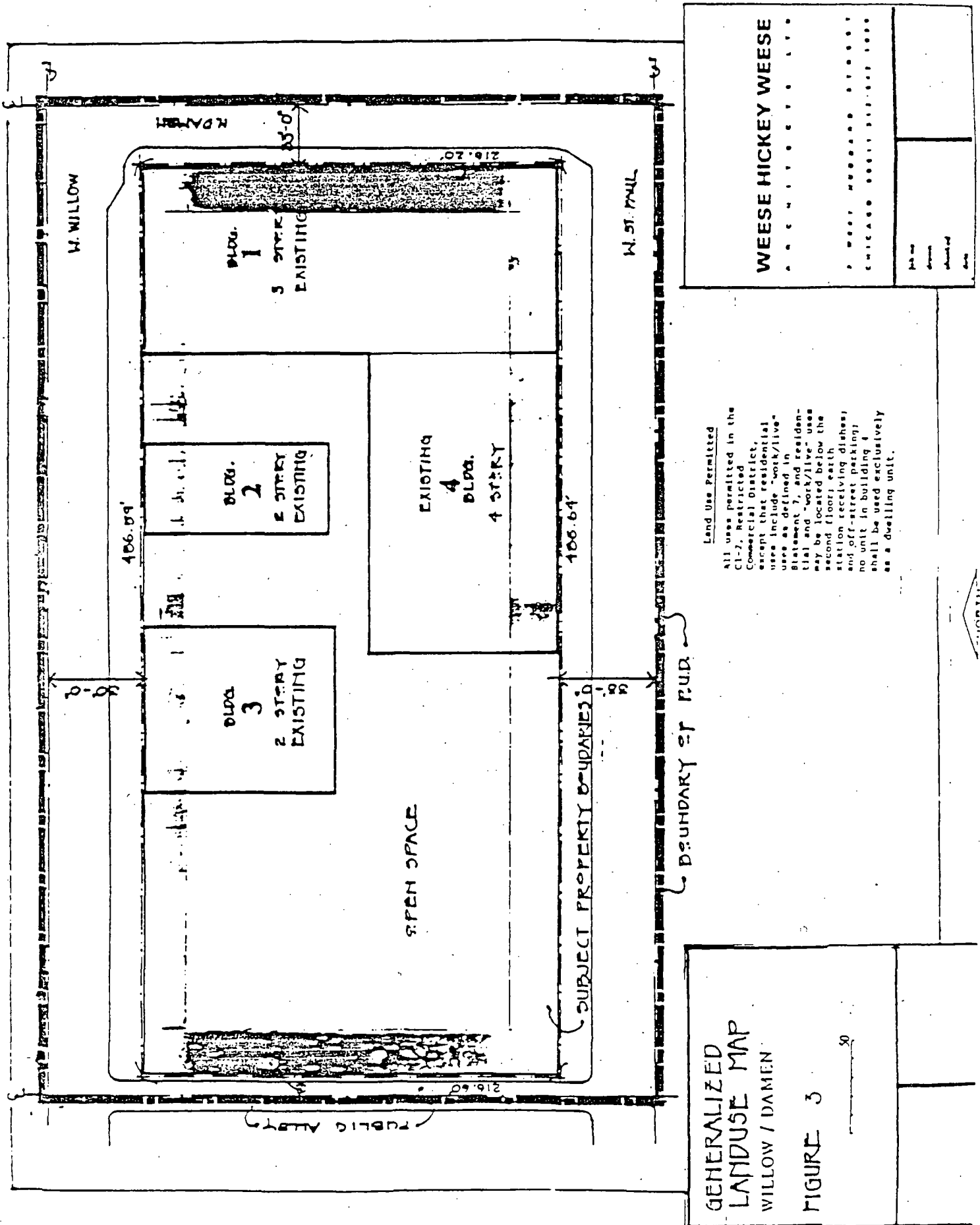
DATE 11-20-1987

EXISTING ZONING MAP

WILLOW / DAMEN

FIGURE 1





**Land Use Permitted**

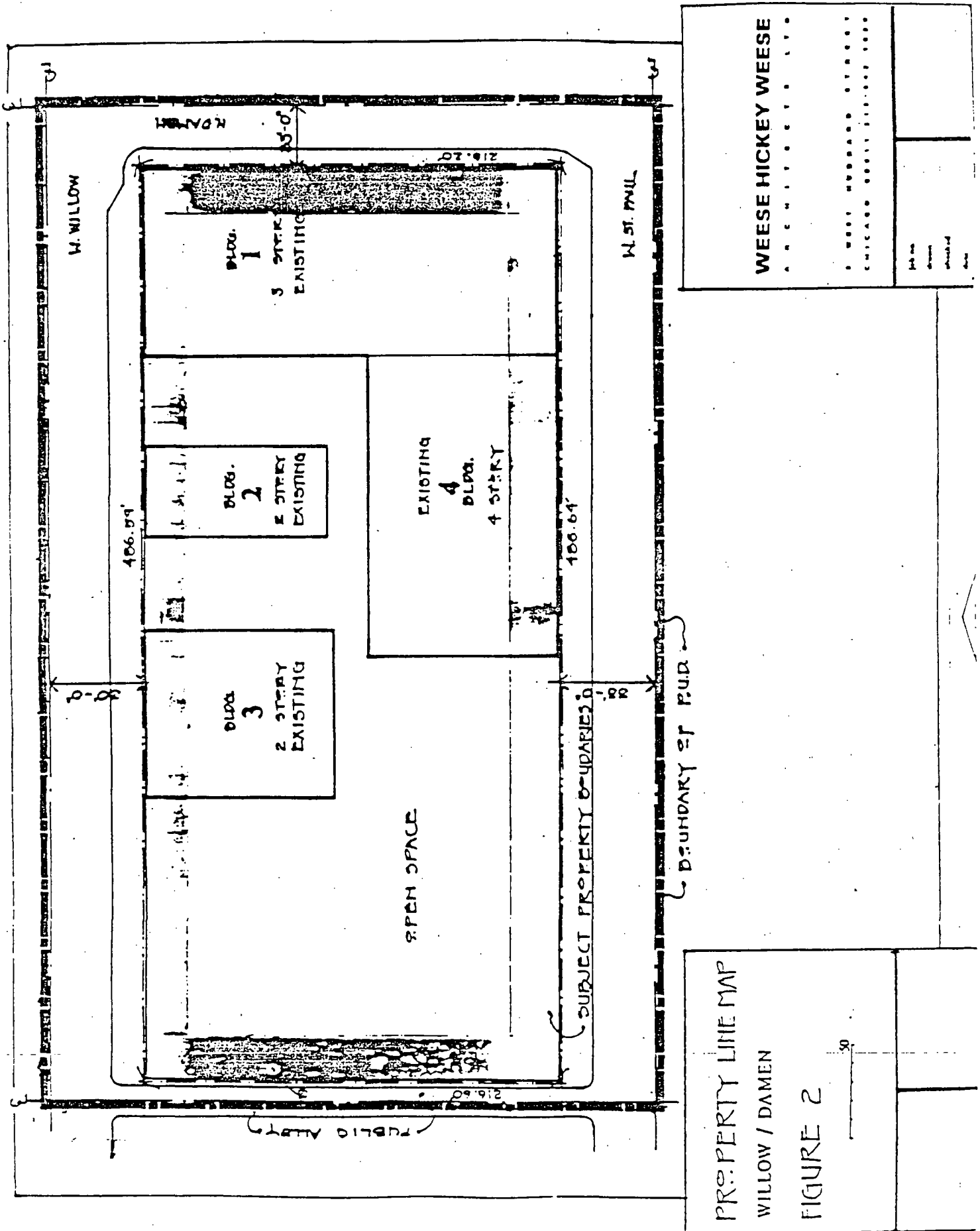
All uses permitted in the C1-7, Restricted Commercial District, except that residential uses include "work/live" uses as defined in Statement 7, and residential and "work/live" uses may be located below the second floor; earth station receiving dishes; and off-street parking; no unit in building shall be used exclusively as a dwelling unit.

GENERALIZED  
LANDUSE MAP  
WILLOW / DAMEN

FIGURE 3

WEESE HICKEY WEESE

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*Re-Referred* -- AMENDMENT OF CHICAGO ZONING ORDINANCE TO  
RECLASSIFY AREA SHOWN ON MAP NUMBER 15-K.

The Committee on Zoning submitted a report recommending that the City Council pass a proposed ordinance to amend the Chicago Zoning Ordinance for the purpose of reclassifying the area shown on Map No. 15-K.

On motion of Alderman Madrzyk, the said proposed ordinance was *Re-Referred to the Committee on Zoning*.

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JOINT COMMITTEE  
COMMITTEE ON BUILDINGS.  
COMMITTEE ON ZONING.

---

*Action Deferred* -- ISSUANCE OF PERMITS FOR ERECTION OF  
ILLUMINATED SIGNS.

The Joint Committee composed of the members of the Committee on Buildings and the members of the Committee on Zoning, submitted the following report, which was, on motion of Alderman Shaw and Alderman Beavers, *Deferred* and ordered published:

CHICAGO, July 27, 1988.

*To the President and Members of the City Council:*

The Committees on Buildings and Zoning beg leave to recommend that Your Honorable Body pass the proposed orders transmitted herewith, referred to your committees June 22, 1988, to authorize the issuance of permits for the erection and maintenance of illuminated signs.

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

Respectfully submitted,  
(Signed) KEITH A. CALDWELL,  
*Chairman,  
Committee on Zoning.*

(Signed) FRED B. ROTI,  
*Chairman,  
Committee on Buildings.*

The following are said proposed orders transmitted with the foregoing committee report (the italic heading in each case not being a part of the order):

*3555 North Clark Street.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to All Sign Corporation, 5501 West 109th Street, Oak Lawn, Illinois 60453, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3555 North Clark Street, advertising sign:

Dimensions: length, 48 feet 0 inches; height, 14 feet 0 inches  
Height Above Grade/Roof to Top of Sign: 19 feet  
Total Square Foot Area: 6 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

---

*2550 West Clybourn Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Landmark Outdoor Advertising Company, Incorporated, 7424 Industrial Avenue, Chesterton, Indiana 46304, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2550 West Clybourn Avenue, Riverpoint Center:

Dimensions: length, 14 feet 0 inches; height, 31 feet 6 inches  
Height Above Grade/Roof to Top of Sign: 31 feet 6 inches  
Total Square Foot Area: 441 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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*11264 South Corliss Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to All Sign, 5501 West 109th Street, Oak Lawn, Illinois 60453, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 11264 South Corliss Avenue, general advertisers--various copy:

Dimensions: length, 60 feet; height, 20 feet  
Height Above Grade/Roof to Top of Sign: 95 feet (plus 5 feet for temporary extensions, when needed)  
Total Square Foot Area: 2,400 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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*1800 West Fullerton Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Landmark Outdoor Advertising Company, Incorporated, 7424 Industrial Avenue, Chesterton, Indiana 46304, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1800 West Fullerton Avenue; Riverpoint Center:

Dimensions: length, 20 feet 0 inches; height, 46 feet 9 inches  
Height Above Grade/Roof to Top of Sign: 46 feet 9 inches  
Total Square Foot Area: 974 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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*4151--4161 South LaSalle Street.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Whiteco Metrocom, Incorporated, 1770 West 41st Avenue, Gary, Indiana, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the rear of 4151--4161 South LaSalle Street, on railroad property, general advertisers--various copy:

Dimensions: length, 60 feet; height, 20 feet  
Height Above Grade/Roof to Top of Sign: 80 feet (plus 5 feet for temporary extensions, when needed)  
Total Square Foot Area: 2,400 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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*5218 North Northwest Highway.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Triangle-Lu-Mi-Nus Sign Company, 2724 South Wentworth Avenue, Chicago, Illinois 60616, for the erection of a sign over 24 feet in height and/or over 100 square feet (in area of one face) at Cross Roads Square Center, 5218 North Northwest Highway, Goodyear Tire Service Center and some strip stores here:



Dimensions: length, 22 feet; height, 40 feet  
Height Above Grade/Roof to Top of Sign: 56 feet 10 inches  
Total Square Foot Area: 880 square feet.

A total of six signs on two existing poles here. (See attached engineer drawing.)

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

[Engineer drawing unavailable at time of printing.]

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*3120 North Pulaski Road.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Doyle Signs, Incorporated, 232 Interstate Road, Addison, Illinois 60101, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3120 North Pulaski Road, Jewel Food Store:

Dimensions: length, 16 feet 0 inches; height, 8 feet 0 inches  
Height Above Grade/Roof to Top of Sign: 22 feet  
Total Square Foot Area: 128 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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*5111 South Pulaski Road.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Doyle Signs, Incorporated, 232 Interstate Road, Addison, Illinois 60101, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5111 South Pulaski Road, Midway Square Shopping Center:

Dimensions: length, 10 feet; height, 27 feet  
Height Above Grade/Roof to Top of Sign: 27 feet  
Total Square Foot Area: 270 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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*8346 South Pulaski Road.*

*Ordered*, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to National Advertising Company, 280 West Frontage Road North, Bolingbrook, Illinois 60439, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 8346 South Pulaski Road, Jr.'s Hot Dogs:

Dimensions: length, 30 feet; height, 10 feet  
Height Above Grade/Roof to Top of Sign: 51 feet  
Total Square Foot Area: 700 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

---

*Rules Suspended*-- CONGRATULATIONS AND BEST WISHES  
EXTENDED MR. JOSEPH M. GAGLIARDO UPON HIS  
RETIREMENT FROM CITY SERVICE.

Alderman Hansen moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business for the immediate consideration of and action upon a proposed resolution honoring Mr. Joseph M. Gagliardo on his retirement from city service. The motion *Prevailed*.

Alderman Hansen then moved to *Adopt* the said proposed resolution. The motion *Prevailed* by a viva voce vote.

The following is said resolution as adopted:

WHEREAS, Joseph M. Gagliardo was born in Chicago, Illinois to Joseph and Marie Gagliardo; and

WHEREAS, Joseph M. Gagliardo received his early education in St. Andrew's Elementary School, Vincent DePaul Academy and St. Benedict's High School in Chicago; and

WHEREAS, Joseph M. Gagliardo was graduated from DePaul University with highest honors and from John Marshall Law School with highest honors; and

WHEREAS, Joseph M. Gagliardo has devoted himself to servicing his community, by voluntary service through the Lakeview Citizens Council and the 44th Ward Regular Democratic Organization; and

WHEREAS, Joseph M. Gagliardo is the devoted husband of Jennifer Vozella Gagliardo and the loving father of Joseph M. Gagliardo Jr. and Anthony Gagliardo; and

WHEREAS, Joseph M. Gagliardo has served in the Department of Law since October, 1978, serving as Assistant Corporation Counsel and Senior Attorney/Supervisor in the General Counsel Division, Chief Assistant Corporation Counsel in the General Counsel Division, Chief Assistant Corporation Counsel in the Labor and Personnel Division, Deputy Corporation Counsel and First Deputy Corporation Counsel; and

WHEREAS, In his various capacities in the Department of Law, Joseph M. Gagliardo has represented the City of Chicago, its officers and employees in a variety of complex cases, and represented the City in its first collective bargaining negotiations; and

WHEREAS, In the performance of his duties in the Department of Law, Joseph M. Gagliardo has always displayed the highest degree of professionalism, skill and integrity, and has thereby served as an example to all City employees; and

WHEREAS, Joseph M. Gagliardo will leave the Department of Law on July 31, 1988, to enter the private practice of law; now, therefore,

*Be It Resolved*, That we, the Mayor and the City Council of the City of Chicago, gathered this 29th day of July, 1988 do hereby congratulate Joseph M. Gagliardo for his achievements in the Department of Law, and express our gratitude for his years of loyal service to the City of Chicago, and wish him good fortune in his future endeavors; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Joseph M. Gagliardo, as an expression of our good wishes.

At this point in the proceedings, Alderman Hansen requested leave of the body to allow First Deputy Corporation Council Gagliardo the privilege of the floor. The motion *Prevailed*.

Addressing the City Council from the Mayor's rostrum, Mr. Gagliardo thanked the council members and assembled guests for their warm reception.

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REGULAR ORDER OF BUSINESS RESUMED.

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**MATTERS PRESENTED BY THE ALDERMEN**

*(Presented By Wards, In Order, Beginning With The First Ward).*

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

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**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS  
AND TRAFFIC-CONTROL DEVICES.**

---

*Referred --* ESTABLISHMENT OF LOADING ZONES AT  
SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated 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

*ROTI* (1st Ward)

South Racine Avenue (west side) from a point 130 feet north of West Van Buren Street to a point 45 feet north thereof--at all times--no exceptions;

South Sangamon Street (east side) from a point 142 feet north of West Adams Street to a point 21 feet north thereof--8:00 A.M. to 6:00 P.M.--Monday through Saturday;

*STREETER* (17th Ward)

South Halsted Street, at 7745--at all times--no exceptions;

*KRYSTYNIAK* (23rd Ward)

South Archer Avenue, at 5784--7:00 A.M. to 6:00 P.M.--Monday through Friday;

West 59th Street, at 3732--3:00 P.M. to 12:00 Midnight--no exceptions;

*HAGOPIAN* (30th Ward)

North Kilbourn Avenue (east side) from a point 20 feet south of West Belmont Avenue to the first alley south thereof--8:00 A.M. to 4:00 P.M.--Monday through Friday;

*BANKS* (36th Ward)

West Belmont Avenue, at 7030--8:00 A.M. to 8:00 P.M.--Monday through Saturday;

West Fullerton Avenue, at 6040--at all times--Monday through Saturday;

West Fullerton Avenue, at 6115--at all times--Monday through Saturday;

*LAURINO* (39th Ward)

West Lawrence Avenue, at 4034--8:00 A.M. to 6:00 P.M.--Monday through Saturday;

*NATARUS* (42nd Ward)

North LaSalle Street, at 1212, in front of building on North Wells Street and West Division Street--at all times--no exceptions;

## Alderman

## Location, Distance And Time

East Erie Street, at 233--at all times--no exceptions;

North Clark Street, at 350--5:00 P.M. to 12:00 Midnight--no exceptions;

OSTERMAN (48th Ward)

North Clark Street, at 5671 (Hollywood side) from a point 20 feet east of North Clark Street property line to a point 25 feet thereof--8:00 A.M. to 6:00 P.M.--Monday through Saturday;

North Broadway, at 6124, from a point 100 feet north of West Glenlake Avenue to a point 25 feet north thereof--8:00 A.M. to 6:00 P.M.--Monday through Saturday.

---

*Referred*-- ESTABLISHMENT OF ONE-WAY TRAFFIC RESTRICTION  
IN ALLEY BEHIND 4815 NORTH CENTRAL  
PARK AVENUE.

Alderman Laurino (39th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to an easterly direction in the intersecting alley directly behind 4815 North Central Park Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred*-- AMENDMENT OF ORDINANCE ESTABLISHING  
ONE-WAY TRAFFIC RESTRICTION ON PORTION  
OF NORTH ORIOLE AVENUE.

Alderman Cullerton (38th Ward) presented a proposed ordinance to amend an ordinance passed on August 23, 1987 (C.J. pp. 4088--4089) by striking the words "North Oriole Avenue, from West Irving Park Road to West Addison Street--southerly" relative to the movement of vehicular traffic on portion of North Oriole Avenue and inserting in lieu thereof "North Oriole Avenue, from West Irving Park Road to the first alley north of West Addison Street--southerly", which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* -- AMENDMENT OF ORDINANCE ESTABLISHING  
ONE-WAY TRAFFIC RESTRICTION ON PORTION  
OF WEST 47TH STREET.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to amend a previously passed ordinance by discontinuing the one-way traffic restriction in the first east-west alley south of West 47th Street, between South Laporte Avenue and South Lamon Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- AMENDMENT OF ORDINANCE ESTABLISHING  
TWO-WAY TRAFFIC RESTRICTION ON PORTION  
OF NORTH RICHMOND STREET.

Alderman Gutierrez (26th Ward) presented a proposed ordinance to amend a previously passed ordinance by striking the words "North Richmond Street, from West Palmer Street to West Armitage Avenue, northerly and southerly" relative to the movement of vehicular traffic on portion of North Richmond Street and inserting in lieu thereof "North Richmond Street, one-way street northerly, from West Palmer Street (2200) to West Armitage Avenue (2200)", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- ESTABLISHMENT OF TWO HOUR PARKING  
LIMITATION ON PORTION OF NORTH  
LINCOLN AVENUE.

Alderman Osterman for Alderman Schuler (47th Ward) presented a proposed order to change the current parking meter restriction to a two hour limit on both sides of North Lincoln Avenue, in the 4700 block (Lincoln Square Mall), which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- INSTALLATION OF PARKING METERS ON PORTION  
OF WEST SUPERIOR STREET.

Alderman Natarus (42nd Ward) presented a proposed order for the installation of three

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parking meters on West Superior Street, alongside 731 North LaSalle Street, which was *Referred to the Committee on Traffic Control and Safety.*

---

*Referred --* REMOVAL OF PARKING METER AT  
222 EAST SUPERIOR STREET.

Alderman Natarus (42nd Ward) presented a proposed order to remove parking meter number A374759 located at 222 East Superior Street, which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred --* REMOVAL OF PARKING METER AT 441 EAST  
ONTARIO STREET.

Alderman Natarus (42nd Ward) presented a proposed order to remove parking meter number A353555 located at 441 East Ontario Street, which was *Referred to the Committee on Traffic Control and Safety.*

---

*Referred --* AMENDMENT OF ORDINANCE ESTABLISHING  
PARKING METER AREA NUMBER 336.

Alderman Eisendrath (43rd Ward) presented a proposed ordinance which would amend an ordinance passed on June 22, 1988 (C.J. pp. 14690--14691) by changing parking meter area 336 (Lincoln-Fullerton-Halsted) to newly designated parking meter area 337, which was *Referred to the Committee on Traffic Control and Safety.*

---

*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

FARY (12th Ward)

South Honore Street (both sides) from West 39th Street to the first alley north thereof--one hour--7:00 A.M. to 7:00 P.M.--Monday through Friday (public benefit);

GABINSKI (32nd Ward)

West Belmont Avenue, at 1832--one hour--9:00 A.M. to 5:00 P.M.--Monday through Sunday.

---

*Referred*-- AMENDMENT OF ORDINANCE ESTABLISHING  
PARKING RESTRICTIONS ON PORTION OF  
SOUTH NORDICA AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance which would amend an ordinance passed by the City Council on June 30, 1982 (C.J. p. 11291) by discontinuing the one hour parking restriction on both sides of South Nordica Avenue, from West Archer Avenue to the first alley south thereof during the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred*-- ESTABLISHMENT OF PARALLEL PARKING  
AT 3900 NORTH KILBOURN AVENUE.

Alderman Kotlarz (35th Ward) presented a proposed ordinance to give consideration to the establishment of parallel parking on the west side of North Kilbourn Avenue, in the 3900 block, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* -- PROHIBITION OF PARKING AT ALL TIMES  
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

| Alderman                    | Location And Distance                                                                                                                                                                                                                                                                                                                         |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>ROTI</i> (1st Ward)      | South Wacker Drive (west side) from West Adams Street to a point 20 feet south thereof;<br><br>West Taylor Street (north side) from a point 17 feet west of South Laflin Street to a point 35 feet west thereof;<br><br>South Clinton Street (east side) in front of the entrance just north of the outbound drive for a distance of 20 feet; |
| <i>ROBINSON</i> (6th Ward)  | South Eberhart Avenue, at 8108 (except for handicapped);                                                                                                                                                                                                                                                                                      |
| <i>CALDWELL</i> (8th Ward)  | South Chappel Avenue, at 8747 (except for handicapped);<br><br>South Ridgeland Avenue, at 7652 (except for handicapped);                                                                                                                                                                                                                      |
| <i>VRDOLYAK</i> (10th Ward) | South Avenue L, at 10230 (except for handicapped);                                                                                                                                                                                                                                                                                            |
| <i>HUELS</i> (11th Ward)    | South Racine Avenue, at 5010 (except for handicapped);<br><br>West 31st Place, at 930 (except for handicapped);                                                                                                                                                                                                                               |
| <i>FARY</i> (12th Ward)     | South Keating Avenue, at 4520 (except for handicapped);                                                                                                                                                                                                                                                                                       |
| <i>STREETER</i> (17th Ward) | South Wood Street, at 7725 (except for handicapped);                                                                                                                                                                                                                                                                                          |

| Alderman                                    | Location And Distance                                                                                                                                                            |
|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>SHEAHAN</i> (19th Ward)                  | South Troy Avenue (east side) at 11225 (except for handicapped);<br>South Whipple Street (east side) at 10553 (except for handicapped);                                          |
| <i>JONES</i> (20th Ward)                    | South St. Lawrence Avenue, at 7049 (except for handicapped);                                                                                                                     |
| <i>J. EVANS</i> (21st Ward)                 | South Lafayette Avenue, at 9114 (except for handicapped);                                                                                                                        |
| <i>HENRY</i> (24th Ward)                    | South Kolin Avenue, 1224 (except for handicapped);<br>South Springfield Avenue, at 1512 (except for handicapped);<br>South Sawyer Avenue, at 1956 (except for handicapped);      |
| <i>SMITH</i> (28th Ward)                    | West Fulton Street, at 4537 (either side of driveway);<br>West Maypole Avenue and North Cicero Avenue (either side of driveway);                                                 |
| <i>HAGOPIAN</i> (30th Ward)                 | North Leclaire Avenue, at 2202 (except for handicapped);<br>West Bloomingdale Avenue, at 5250 (except for handicapped);<br>West Palmer Street, at 4742 (except for handicapped); |
| <i>GABINSKI</i> (32nd Ward)                 | North Greenview Avenue, at 1510 (except for handicapped);                                                                                                                        |
| <i>HAGOPIAN</i> for <i>MELL</i> (33rd Ward) | North Western Avenue, at 2720 (except for handicapped);                                                                                                                          |
| <i>AUSTIN</i> (34th Ward)                   | South Eggleston Avenue, at 10414 (except for handicapped);                                                                                                                       |

| Alderman              | Location And Distance                                                                                                         |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------|
| KOTLARZ (35th Ward)   | North St. Louis Avenue, at 4124 (except for handicapped);                                                                     |
| BANKS (36th Ward)     | North Nashville Avenue, at 1631 (except for handicapped);                                                                     |
| CULLERTON (38th Ward) | West Grace Street, at 5942 (except for handicapped);<br><br>West Newport Avenue, at 4921 (except for handicapped);            |
| LAURINO (39th Ward)   | North Kostner Avenue, at 5125 (except for handicapped);                                                                       |
| LEVAR (45th Ward)     | North Kenton Avenue, at 4601 (except for handicapped);                                                                        |
| SHILLER (46th Ward)   | North Ashland Avenue, at 3737 (driveway);                                                                                     |
| OSTERMAN (48th Ward)  | North Marine Drive, at 4846;<br><br>North Marine Drive, at 4872;<br><br>North Wayne Avenue, at 5818 (except for handicapped). |

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*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 specified, which were *Referred* to the *Committee on Traffic Control and Safety*, as follows:

## Alderman

## Location, Distance And Time

HUELS (11th Ward)

West 28th Place (north side) from South Normal Avenue to South Wallace Street--8:00 A.M. to 4:00 P.M.--Monday through Saturday (public benefit);

GARCIA (22nd Ward)

West Cermak Road, at 3113--3115--8:00 A.M. to 6:00 P.M.--Monday through Friday;

O'CONNOR (40th Ward)

North California Avenue (west side) from West Peterson Avenue south to a point 100 feet north of West Ardmore Avenue--8:00 A.M. to 4:30 P.M.--school days only.

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*Referred*-- AMENDMENT OF ORDINANCE ESTABLISHING  
PARKING PROHIBITION ON PORTION OF  
SOUTH NORDICA AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance which would amend an ordinance passed on October 9, 1985 (C.J. pp. 20517--20524) by discontinuing the parking prohibition on the west side of South Nordica Avenue, from West Archer Avenue to the first alley south thereof, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred*-- AMENDMENT OF ORDINANCE ESTABLISHING  
PARKING PROHIBITION ON PORTION OF  
WEST ROSCOE STREET.

Alderman Hagopian for Alderman Mell (33rd Ward) presented a proposed ordinance which would amend an ordinance passed on November 8, 1956 (C.J. p. 3469) by discontinuing the two hour parking prohibition on West Roscoe Street, from North Elston Avenue to North California Avenue during the hours of 8:00 A.M. and 6:00 P.M., Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred*-- AMENDMENT OF ORDINANCE ESTABLISHING  
PARKING PROHIBITION ON PORTION OF  
WEST HENDERSON STREET.

Alderman Hagopian for Alderman Mell (33rd Ward) presented a proposed ordinance which would amend an ordinance passed on July 9, 1958 (C.J. pp. 830--831) by discontinuing the two hour parking prohibition on West Henderson Street, from North Elston Avenue to North California Avenue during the hours of 8:00 A.M. and 6:00 P.M., Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred*-- ESTABLISHMENT OF RESIDENTIAL PERMIT  
PARKING ZONES AT SPECIFIED  
LOCATIONS.

The aldermen named below presented proposed orders to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*.

| Alderman            | Location, Distance And Time                                                                                                                                    |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FARY (12th Ward)    | South Mozart Street, from South Archer Avenue to West 42nd Street--at all times;<br><br>In the 3400 block of South Claremont Avenue (east side)--at all times; |
| SHEAHAN (19th Ward) | West Beverly Glen Parkway (both sides) from 1700 West to 1800 West--Monday through Friday--6:00 A.M. to 6:00 P.M.;                                             |
| BUTLER (27th Ward)  | In the 2200 block of West Ohio Street (north side)--8:00 A.M. to 4:30 P.M.--Monday through Friday;                                                             |
| LAURINO (39th Ward) | In the 4000 block of West Ainslie Avenue;                                                                                                                      |

## Alderman

## Location, Distance And Time

O'CONNOR (40th Ward)

North California Avenue (east side)  
between West Peterson Avenue and West  
Ardmore Avenue and on West Thorndale  
Avenue (both sides) between North  
California Avenue and North Fairfield  
Avenue--8:00 A.M. to 4:30 P.M.--school  
days only;

LEVAR (45th Ward)

In the 5000 block of West Pensacola  
Avenue (both sides)--at all times.

---

*Referred* -- DESIGNATION OF SERVICE DRIVES/DIAGONAL  
PARKING AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to designate service drives and permit diagonal parking in the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

## Alderman

## Location And Distance

KRYSTYNIAK (23rd Ward)

South Nordica Avenue (west side) from  
West Archer Avenue to the first alley  
south thereof--one hour--8:00 A.M. to  
5:00 P.M.--at all times;

West 54th Street (south side) from South  
Meade Avenue to a point 135 feet west  
thereof;

BUTLER (27th Ward)

North Claremont Avenue, from 400 to  
550--at all times;

KOTLARZ (35th Ward)

North Kolmar Avenue, at 3300 (west  
side) from West School Street to West  
Roscoe Street--at all times;

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NEW BUSINESS PRESENTED BY ALDERMEN

16903

Alderman

Location And Distance

*LAURINO* (39th Ward)

North Spaulding Avenue (west side) from  
West Sunnyside Avenue to a point 81 feet  
north thereof;

West Sunnyside Avenue (north side)  
from North Spaulding Avenue to a point  
125 feet west thereof.

---

*Referred* -- ESTABLISHMENT OF SPEED LIMITATION  
ON PORTION OF WEST OHIO STREET.

Alderman Butler (27th Ward) presented a proposed ordinance to limit the speed of vehicles to 20 miles per hour in the 2100 through 2300 blocks of West Ohio Street, which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- ESTABLISHMENT OF TOW-AWAY ZONES AT  
SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones at the locations designated, for the distances and hours specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location, Distance And Time

*NATARUS* (42nd Ward)

West Huron Street, at 70--at all times--no  
exceptions;

*EISENDRATH* (43rd Ward)

North State Street, at 1364--at all times--  
no exceptions.



*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 follow:

| Alderman                    | Location And Type Of Sign                                                                                                                                                |
|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>ROTI</i> (1st Ward)      | North Harbor Drive and East Harbor Point Drive--"All-Way Stop";                                                                                                          |
| <i>ROBINSON</i> (6th Ward)  | East 72nd Street and South Langley Avenue--"Stop";<br><br>South Evans Avenue and East 93rd Street--"Do Not Enter";                                                       |
| <i>CALDWELL</i> (8th Ward)  | East 81st Street, at South Crandon Avenue--"Stop";<br><br>East 80th Street, at South Blackstone Avenue--"Stop";<br><br>South Luella Avenue, at East 88th Street--"Stop"; |
| <i>SHAW</i> (9th Ward)      | South Vernon Avenue, at East 108th Street--"Stop";<br><br>South Vernon Avenue, at East 104th Street--"Stop";                                                             |
| <i>CARTER</i> (15th Ward)   | West 63rd Street, at South Hamilton Avenue--"Stop";<br><br>South Hermitage Avenue, at West 58th Street--"Stop";<br><br>West 63rd Street, at South Hoyne Avenue--"Stop";  |
| <i>STREETER</i> (17th Ward) | West 81st Street, at South Normal Avenue--"Stop";                                                                                                                        |

7/29/88

NEW BUSINESS PRESENTED BY ALDERMEN

16905

Alderman

Location And Type Of Sign

*J. EVANS* (21st Ward)

West 88th Street and South Wallace Street--"Three-Way Stop";

South Parnell Avenue, at West 89th Street--"Stop";

West 100th Street and South Aberdeen Street--"Four-Way Stop";

*KRYSTYNIAK* (23rd Ward)

West 48th Street, at South Lavergne Avenue--"Stop";

West 53rd Street and South Kilbourn Avenue--"Three-Way Stop";

*BUTLER* (27th Ward)

In the 2100 through 2300 blocks of West Ohio Street (both sides)--"Slow- School";

West Ohio Street and North Oakley Boulevard--"Four-Way Stop";

*SMITH* (28th Ward)

South Kolmar Avenue, at West Van Buren Street--"Stop";

West Van Buren Street, at South Karlov Avenue--"Stop";

*LAURINO* (39th Ward)

North Kilpatrick Avenue and North Ionia Avenue--"All-Way Stop";

*O'CONNOR* (40th Ward)

West Ainslie Street and North Washtenaw Avenue--"Four-Way Stop";

*PUCINSKI* (41st Ward)

North Chester Avenue and West Catalpa Avenue--"Four-Way Stop";

*EISENDRATH* (43rd Ward)

West Belden Avenue, at North Wayne Avenue--"Stop";

*LEVAR* (45th Ward)

West Wilson Avenue, at North Linder Avenue--"Stop".

*Referred --* REMOVAL OF "STOP" SIGNS ON PORTIONS  
OF SOUTH KOSTNER AVENUE.

Alderman Hagopian (30th Ward) presented a proposed order for the removal of "Stop" signs on South Kostner Avenue at its intersections with West Dickens Avenue and West Wrightwood Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

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*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                                                     |
|---------------------|---------------------------------------------------------------------------|
| BLOOM (5th Ward)    | East 74th Place, from South Stony Island Avenue to South East End Avenue; |
| LAURINO (39th Ward) | West Carmen Avenue, from North Tahoma Avenue to North Minnehaha Avenue.   |

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2. ZONING ORDINANCE AMENDMENTS.

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*Referred --* ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented two 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 HUELS (11th Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 6-G bounded by

the center line of South Hillock Street to the center line of South Loomis Street to a line 100 feet north of and parallel to South Hillock Street to a line 47.35 feet west of and parallel to South Loomis Street.

BY ALDERMAN SOLIZ (25th Ward):

To classify as Institutional Planned Development No. 417, as amended, instead of Institutional Planned Development No. 417 the area shown on Map No. 4-G bounded by

West 19th Street; South Allport Street; the alley next north of and parallel to West 21st Street; the alley next west of and parallel to South Allport Street; a line 426 feet south of West 19th Street; South Throop Street; a line 48 feet south of West 19th Street; and the alley next west of and parallel to South Allport Street.

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### 3. CLAIMS.

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#### *Referred*-- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented one hundred nine proposed claims against the City of Chicago for the claimants named as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

Alderman

Claimant

ROTI (1st Ward)

801 South Plymouth Court  
Condominium Association;

901 South Plymouth Court  
Condominium Association;

## Alderman

## Claimant

|                             |                                                          |
|-----------------------------|----------------------------------------------------------|
|                             | 1115 South Plymouth Court<br>Condominium Association;    |
|                             | 1169 South Plymouth Court<br>Condominium Association;    |
|                             | 155 Harbor Drive Condominium<br>Association;             |
|                             | The 400 Condominium Association;                         |
| <i>T. EVANS</i> (4th Ward)  | Harper Square Cooperative;                               |
| <i>BLOOM</i> (5th Ward)     | 2024--2034 East 72nd Place Winston<br>South Condominium; |
|                             | 2038--2048 East 72nd Place<br>Condominium Association;   |
|                             | 1400--1412 East 56th Street<br>Condominium Association;  |
| <i>ROBINSON</i> (6th Ward)  | Ms. Joan Chatman Taylor;                                 |
| <i>VRDOLYAK</i> (10th Ward) | Ms. Lula Hardison;                                       |
|                             | Ms. Claire Stelmaszek;                                   |
| <i>MADRZYK</i> (13th Ward)  | Ms. Helen M. Michalec;                                   |
|                             | Springfield Court Condominium<br>Association;            |
|                             | Courtyard Condominiums;                                  |
|                             | Mr. Michael Louis Leahy;                                 |
| <i>SHEAHAN</i> (19th Ward)  | La Bella Casa Condominium;                               |

7/29/88

NEW BUSINESS PRESENTED BY ALDERMEN

16909

Alderman

Claimant

*JONES* (20th Ward)

Greenwood East Cooperative  
Apartments;

*KRYSTYNIAK* (23rd Ward)

6642 West 64th Place Corporation;

5418 South Massasoit Condominium  
Association (2);

Mr. Andrew Baldacci;

Ms. Judi Hogan;

*GABINSKI* (32nd Ward)

Noble Square Cooperative;

*MELL* (33rd Ward)

2808--2810 West Logan Boulevard  
Condominium Association;

*BANKS* (36th Ward)

Palmer Courts;

*CULLERTON* (38th Ward)

Addison-Heritage Condominium  
Association;

Roscoe Woods Condominium;

3821 North Narragansett Condominium  
Association;

*LAURINO* (39th Ward)

Ms. Frances Pinello;

*PUCINSKI* (41st Ward)

Fountain View Condominium;

Parkway Condominium Association;

8734 West Summerdale Condominium  
Association;

Shenandoah Condominium Association,  
Incorporated;

## Alderman

## Claimant

Kings Ridge Condominium;

L'Avenir Condominium Association;

Chevalier Condominium Association;

Northwest Point Condominium  
Association (South);

Glenmont Court Condominium  
Association;

Lexington House Condominium;

Birch Tree Manor Condominium  
Association 3;

Edison Parker Condominium 1;

Edisonaire Condominiums;

Olmsted Condominium Association;

Birch Tree Manor 5;

5223 East River Road Condominium  
Association;

Mason Manor Condominium;

Williamsburg Condominium Association;

Parkview East 2 Condominium  
Association;

*NATARUS* (42nd Ward)

220 East Walton Condominium  
Association;

1000 Condominium Association (2);

73 East Elm Condominium Association;

900--910 Lake Shore Drive  
Condominium Association;

## Alderman

## Claimant

*EISENDRATH* (43rd Ward)

1010 Lake Shore Association;

1150 Condominium Association;

One East Scott Condominium  
Association;232 East Walton Building Corporation  
(3);

860 Lake Shore Drive Trust;

The 100 Bellevue Place Condominium  
Association;1418 North Lake Shore Drive  
Condominium Association;Sheffield Lofts Condominium  
Association;Twelve Nine Astor Building  
Corporation;1335 Astor Cooperative Building,  
Incorporated;1448 Lake Shore Drive Building  
Corporation;

Ambassador House Condominiums;

Lincoln Park Tower Condominium  
Association;1550 North State Parkway  
Condominium Association;2800 Lake Shore Drive Condominium  
Association;

Factory Condominium Association;

2626 Lakeview Condominium  
Association;



## Alderman

## Claimant

*LEVAR* (45th Ward)The 4850--52--54 North Linder  
Building;Board of Managers of San Souci  
Condominium;

Fountainaire Condominium;

Rosedale Condominium Association;

Winder-Lane Condominium Association,  
4530--45--50 North Linder Avenue;Winder-Lane Condominium Association,  
5510--5518 West Windsor Avenue;

6121 West Higgins Road Condominium;

Kedvale Terrace Condominiums;

The Park Condominium Association;

*SHILLER* (46th Ward)3900 Lake Shore Drive Condominium  
Association;

Mr. Bernie Kaplan;

Gill Park Cooperative;

*SCHULTER* (47th Ward)Paulina Terrace Condominium  
Association;*OSTERMAN* (48th Ward)

Mr. Frank Guerra;

*ORR* (49th Ward)

Farwell Courts Condominium;

Kenmore Condominium Association,  
Incorporated;1134--1136 West Farwell Condominium  
Association;

7/29/88

NEW BUSINESS PRESENTED BY ALDERMEN

16913

Alderman

Claimant

Chaseland Condominium Association;

Columbia Homeowners Association;

1637--1639 West Chase Condominium  
Associations (2);

6221 North Magnolia Condominium  
Association;

7401 Sheridan Condominium  
Association;

Lifestyle II Condominium Association;

Pratt Shore Condominium Association;

1340 Touhy Condominium;

Lunt-Lake Apartments Trust;

Farwell Beach Condominium  
Association;

Damen Park Condominium Corporation;

Glenwood Health Club and  
Condominium Association;

1330 Fargo Condominium Association;

6217--6219 Magnolia Association;

STONE (50th Ward)

Winston Towers 5 Condominium  
Association;

Claremont North Condominium;

Stanford Courts Homeowner  
Association.

#### 4. UNCLASSIFIED MATTERS

*(Arranged In Order According To Ward Numbers).*

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN ROTI (1st Ward):

#### DRAFTING OF ORDINANCES FOR VACATIONS OF SPECIFIED PUBLIC WAYS.

Two proposed orders reading as follows (the italic heading in each case not being a part of the order):

##### *Portions Of Specified Alleys.*

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the east-west and north-south public alleys in the area bounded by West Madison Street, West Monroe Street, the Kennedy Expressway and South Desplaines Street for the Department of Housing (No. 16-1-88-1247); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

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##### *Portion Of Roadway Within John F. Kennedy Expressway.*

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the north-south 18.20-foot public roadway located within the John F. Kennedy Expressway, approximately 202.24 feet west of South Desplaines Street in the block bounded by West Adams Street, West Quincy Street, South Halsted Street, and South Desplaines Street for the Warner Company (No. 16-1-88-1257); 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 each of the foregoing proposed orders. The motion *Prevailed*.

On motion of Alderman Roti, each of the foregoing proposed orders was *Passed*.

---

CONGRATULATIONS EXTENDED MIDTOWN CENTER  
ON ITS 25TH ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Midtown Center, at 718 South Loomis Street, a cultural oasis for disadvantaged youth in the inner city, is celebrating its 25th anniversary; and

WHEREAS, Midtown Center, founded by a group of Chicago businessmen in 1963 and with spiritual guidance by Opus Dei, an outstanding Roman Catholic organization, focuses its many activities on supplementary education and character development of many young persons who seek aid in developing talents to become useful in society; and

WHEREAS, The highly successful Midtown Achievement Program has trained some 2,000 students since 1972, over 80% of whom are Hispanic or Black. Essentially all of these young persons eventually graduate from high school, and over 60% go on to higher education; and

WHEREAS, Midtown Center is a source of inspiration to many citizens, and a towering institution in developing our most valued resource: our youth; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 29th day of July, 1988, A.D. do hereby offer our congratulations and our gratitude to Midtown Center on the occasion of its twenty-fifth anniversary, and we extend to this outstanding institution our best wishes for many more years of continuing success; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Midtown Center.

Alderman Roti 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 Roti, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

---

*Referred* -- GRANTS OF PRIVILEGE TO VARIOUS ORGANIZATIONS  
FOR SUNDRY PURPOSES.

Also, three proposed ordinances to grant permission and authority to the organizations listed, for the purposes specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Commercial Light Company--to install, maintain and use twenty ornamental light poles adjacent to 135 South LaSalle Street;

Madison Associates and Block MDC, Incorporated--to maintain and use the subway connection, bay windows, an enclosed pedestrian bridge, and a canopy adjacent to Three First National Plaza; and

Material Service Corporation--to maintain and use a scale adjacent to the 80- foot right of way of West Chestnut Street, adjoining 901--905 North Sangamon Street, for the purpose of weighing trucks.

---

*Referred* -- AMENDMENT OF ORDINANCE ESTABLISHING  
TAXICAB STAND 521.

Also, a proposed ordinance to amend an ordinance previously passed on June 5, 1982 (C.J. pp. 10596--10597) establishing taxicab stand 521 along the west curb of South Wacker Drive by striking the language "from a point 20 feet south of the south building line of West Adams Street to a point 67 feet south thereof" and inserting in lieu thereof "from a point 85 feet south of the south building line of West Adams Street to a point 60 feet south thereof", which was *Referred to the Committee on Local Transportation*.

*Referred --* EXEMPTION OF TECHTRON GRAPHIC ARTS, INCORPORATED  
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING  
TO ALLEY ACCESSIBILITY.

Also, a proposed ordinance to exempt Techtron Graphic Arts, Incorporated, 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 --* PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF  
SOUTH COLUMBUS DRIVE AND EAST MONROE  
STREET FOR FOOTRACE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Chicago Area Runners Association, c/o Ms. Carol Garsee, to close to traffic that part of South Columbus Drive, between East Jackson Boulevard and East Monroe Street, that part of South Columbus Drive, between East Wacker Drive and East Monroe Street, and also that part of East Monroe Street, from west of the parking garage to South Columbus Drive, for the "7th Annual Manufacturers' Hanover Corporate Challenge 3.5 Mile Footrace" on Thursday, August 11, 1988, which was *Referred to the Committee on Beautification and Recreation*.

---

*Referred --* PERMISSION TO CLOSE TO TRAFFIC PORTION OF LOWER  
COLUMBUS DRIVE IN CONJUNCTION WITH TRIATHLON  
PARTICIPANT REGISTRATION.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Hyatt Regency Chicago in the Illinois Center to close to traffic that part of Lower Columbus Drive in the southbound lanes, between Lower Wacker Drive and Lower South Water Drive, in conjunction with the Chicago Triathlon participant registration, bicycle storage and check-out for the period extending August 26 through August 29, 1988, which was *Referred to the Committee on Beautification and Recreation*.

*Referred*-- PERMISSION TO CLOSE TO TRAFFIC PORTION  
OF SOUTH DEARBORN STREET FOR PHOTO  
FAIR AND EXHIBITION.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Printers Row Merchants Association to close to traffic that part of South Dearborn Street, between West Harrison Street and West Polk Street, for the First Annual Printer's Row Photo Fair and Exhibition on Saturday, August 27, 1988, which was *Referred to the Committee on Beautification and Recreation*.

---

*Referred*-- PERMISSION TO HOLD SIDEWALK SALE IN  
FRONT OF 209 NORTH WABASH AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Sheldons to hold a sidewalk sale in front of 209 North Wabash Avenue for the period extending August 25 through August 27, 1988, which was *Referred to the Committee on Beautification and Recreation*.

---

Presented By

**ALDERMAN ROTI (1st Ward) And  
ALDERMAN NATARUS (42nd Ward):**

*Referred*-- PERMISSION TO SERVE ICE CREAM AND SOLICIT  
DONATIONS FOR "OFF THE STREET CLUB"  
AT VARIOUS LOCATIONS.

A proposed order directing the Commissioner of Public Works and the Commissioner of Consumer Services to grant permission to Crain's Chicago Business for the purpose of serving ice cream and soliciting donations for the "Off The Street Club" at various downtown intersections for the period extending August 9 through August 12, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN RUSH (2nd Ward) And OTHERS:

*Referred --* CITY COUNCIL SUPPORT OF DR. MANFORD BYRD, JR.  
FOR HIS OUTSTANDING EFFORTS TO IMPROVE QUALITY  
OF CHICAGO PUBLIC EDUCATION.

A proposed resolution, presented by Aldermen Rush, Tillman, T. Evans, Smith, Beavers, Robinson, Caldwell, Roti, Levar, Jones, Shiller, J. Evans, Laurino, Henry, Soliz, Davis, Austin and Streeter, expressing support of Dr. Manford Byrd, Jr. as the General Superintendent of the Chicago Public Schools, for his efforts to improve public education in the City of Chicago, which was *Referred to the Committee on Education*.

---

Presented By

ALDERMAN T. EVANS. (4th Ward):

PERMISSION TO HOLD KOCO FEST 1988 ON PORTION  
OF SOUTH DREXEL BOULEVARD.

A proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Kenwood-Oakland Community Organization, 1236--1238 East 46th Street, for the conduct of a KOCO Fest 1988, to be held on South Drexel Boulevard, between 4700 and 4999, on Saturday, August 20, 1988 (rain date Sunday, August 21, 1988) during the hours of 10:00 A.M. and 12:00 Midnight.

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

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

*Yeas --* Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.



Nays -- None.

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

---

Presented By

**ALDERMAN BLOOM (5th Ward) And OTHERS:**

*Referred* -- AMENDMENT OF RULES 35 AND 37 OF  
CITY COUNCIL RULES OF ORDER.

A proposed resolution presented by Aldermen Bloom, Orr and Eisendrath, to amend the City Council Rules of Order by replacing the current Rule 35 with a new provision for fifteen standing committees, and further by replacing the current Rule 37 with a new rule setting forth jurisdictions for the fifteen standing committees aforementioned, which was *Referred to the Committee on Committees, Rules and Ethics*.

---

Presented By

**ALDERMAN BEAVERS (7th Ward):**

ENDORSEMENT OF EFFORTS TO ESTABLISH NATIONAL  
LAW ENFORCEMENT OFFICERS MEMORIAL.

A proposed resolution reading as follows:

WHEREAS, One law enforcement officer dies in the line of duty in our country every 57 hours; and

WHEREAS, Approximately 500,000 sworn law officers risk their lives daily in our nation; and

WHEREAS, In Chicago, 370 officers have been killed in the line of duty since 1978, and currently there are 12,500 on the Chicago police force, 23 have been killed in the line of duty in the last 10 years; and

WHEREAS, This extraordinary service and sacrifice deserves the special tribute that a National Law Enforcement Officers Memorial would provide; and

WHEREAS, In 1984, the United States Congress and President Reagan authorized the establishment of a National Law Enforcement Officers Memorial in Washington, D. C.; and

WHEREAS, Efforts are now underway to build this long overdue and richly deserved memorial to law enforcement; and

WHEREAS, The National Law Enforcement Officers Memorial Fund, Incorporated, a nonprofit tax-exempt organization, has been given the responsibility by Congress to design and finance the memorial; and

WHEREAS, The strong and active support of the community is critical to the success of this memorial effort; now, therefore,

*Be It Resolved*, By the Chicago City Council that in recognition of the City of Chicago's longstanding support and appreciation of the law enforcement profession, we fully endorse the effort to establish the National Law Enforcement Officers Memorial; and

*Be It Further Resolved*, We urge all city residents and businesses to support the National Law Enforcement Officers Memorial Fund, Incorporated.

Alderman Beavers 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 Beavers, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

---

Presented By

**ALDERMAN CALDWELL (8th Ward):**

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APPROVAL FOR CHARITABLE SOLICITATION TAG DAY  
PERMIT FOR PROVIDENT HOSPITAL.

A proposed resolution reading as follows:

WHEREAS, All citizens of our great city depend upon health care organizations to provide for the medical and health care needs of its citizens; and

WHEREAS, All such organizations depend upon funding to provide these services, and such funding to a large degree, depends upon public support and contributions; and

WHEREAS, Continued hospital and related medical care services are drastically needed for residents living on the south side of our great city; and

WHEREAS, Provident Hospital is a charitable, not-for-profit organization, incorporated under the laws of the State of Illinois; and

WHEREAS, Provident Hospital, in its financial and organizational restructuring plan is in dire need of additional funding; now, therefore,

*Be It Resolved*, That an application for a City of Chicago charitable solicitation (tag day) permit on behalf of Provident Hospital is hereby approved for September 3 and September 4, 1988 for the Chicago Metropolitan Area.

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

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Presented By

ALDERMAN HUELS (11th Ward):

## TRIBUTE TO LATE MRS. VELLA ROBINSON BROWN.

A proposed resolution reading as follows:

WHEREAS, Vella Robinson Brown was born in Summit, Mississippi on July 16, 1908 and is the only daughter of Van Robinson and Mary Etta Westbrook Robinson, and the fond sister of Robert, Eulis and Anderson Robinson; and

WHEREAS, Vella Robinson Brown was then raised in the City of Chicago, Illinois and was a member of the Progressive Baptist Church since 1933, under the pastorate of Reverend T. E. Brown; and

WHEREAS, As a parishioner of the Progressive Baptist Church, Vella Robinson Brown was a member of the Old Veterans Club, serving as Treasurer from 1948 until 1969; and

WHEREAS, Vella Robinson Brown was also a sponsor of the "Business Men and Women" Program, and a member of the Senior Choir, Ministers and Deacons Wives Council, Sunday School Teacher of the Adult Department, Counselor of the Matrons Missionary Circle and an honorary member of the Youth Committee; and

WHEREAS, Vella Robinson Brown had achieved great success in her many memberships to various organizations that were affiliated with the Progressive Baptist Church, such as the Bethlehem District Association, the Baptist State Convention of Illinois and the Progressive National Baptist Convention, Inc.; and

WHEREAS, Vella Robinson Brown was a great public servant and will be truly missed by her loving son, Reverend Retha Brown, her aunt Mamye Vaughn, her cousins Zerita Anderson, Agaliece Miller and Adrell Montgomery, her niece, Lisa, her daughter-in-law, granddaughters Tynetta and Karen, and her 4 great-grandchildren Samuel, Troy, Joseph, and Evans, along with her many other relatives, friends and fellow parishioners; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 29th day of July in 1988, do hereby mourn the death of Vella Robinson Brown, a fine mother, wife, relative and public servant, and may we also extend our deepest sympathy to her son, Reverend Retha Brown, her many family members and friends, and to the many parishioners of the Progressive Baptist Church, where she will be greatly missed by all; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for the family of Vella Robinson Brown.

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, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

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CONGRATULATIONS EXTENDED WASHINGTON SAVINGS AND  
LOAN ASSOCIATION ON ITS 75TH ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, The Washington Savings and Loan Association has been an institution located in the 11th Ward of the City of Chicago for 75 years; and

WHEREAS, The Washington Savings and Loan Association will be celebrating 75 years of service to our community where they have been a loyal and devoted agency handling the needs of the community; and

WHEREAS, The Washington Savings and Loan Association has been committed to serving the needs of the community for 75 years and will continue to do so in the fine tradition that it has established; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 29th day of July in 1988, do hereby extend our heartiest congratulations to the Washington Savings and Loan Association and may we also extend our sincerest best wishes for continued success in the many more years to come; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for the Washington Savings and Loan Association.

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, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

Nays -- None.

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

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*Referred* -- ISSUANCE OF PERMIT TO HOLD CARNIVAL ON  
PORTION OF WEST 45TH STREET.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Holy Cross--Immaculate Heart of Mary Church, c/o Reverend Peter Rodríguez, to hold a carnival and/or street fair on that part of West 45th Street, between South Ashland Avenue and South Justine Street, for the period extending July 18 through July 31, 1988, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred* -- PERMISSION TO HOLD SIDEWALK SALE ON  
PORTION OF SOUTH HALSTED STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the 35th Street Businessmen's Association to hold a sidewalk sale on both sides of South Halsted Street, between West 34th Street and West 35th Street, for the period extending August 4 through August 7, 1988, which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

**ALDERMAN MADRZYK (13th Ward):**

EXTENSION OF BIRTHDAY CONGRATULATIONS TO HONORABLE  
ANTHONY C. LAURINO, DEAN OF CITY COUNCIL,  
AND DECLARATION OF "ANTHONY C.  
LAURINO DAY IN CHICAGO".

A proposed resolution reading as follows:

WHEREAS, When Anthony C. Laurino celebrates a birthday, the grateful City of Chicago celebrates also, and Alderman Laurino's birthday falls on this 27th day of July; and

WHEREAS, Alderman Anthony C. Laurino, Dean of the City Council, has served the Chicago community in several capacities under eight Mayors; Bill Thompson, Anton Cermak, Edward J. Kelley, Richard J. Daley, Michael A. Bilandic, Jane M. Byrne, Harold Washington and Eugene Sawyer; and

WHEREAS, Anthony C. Laurino's continuous record of dedicated service with the city began July 13, 1931, when he was employed as a clerk in the Water Department. In 1948 he transferred to the City Collector's office as a license investigator, and in 1959 he became secretary to then Alderman Philip Shapiro. In 1964, he was nominated Democratic Committeeman of the 39th Ward, and the next year he was elected Alderman of the ward. He has been re-elected to both posts at all subsequent elections, with a larger plurality each election; and

WHEREAS, Alderman Anthony C. Laurino has proven himself term after term a concerned and diligent leader, a man who quietly and firmly serves not only his immediate constituents but citizens throughout this great city as well, a "Gentle Giant" who gets the job done with dispatch, and a dependable, caring friend to all of us privileged enough to know him; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 29th day of July, 1988, A.D., do hereby offer our congratulations and best wishes to our grand colleague and friend, Anthony C. Laurino, Alderman and Committeeman of the 39th Ward, Dean of our City Council, and Outstanding Citizen and Leader, on the occasion of his birthday. We declare this day as "Anthony C. Laurino Day In Chicago"; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Anthony C. Laurino.

Alderman Madrzyk 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 Madrzyk, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

CONGRATULATIONS EXTENDED MR. RUDOLPH L. JANEGA ON  
HIS EIGHTIETH BIRTHDAY CELEBRATION AND  
FIFTIETH ANNIVERSARY OF ADMISSION  
TO PRACTICE OF LAW.

Also, a proposed resolution reading as follows:

WHEREAS, Rudolph L. Janega was born in Chicago, Illinois, on July 4, 1908, the first of seven children of John Janega and Maria Walluch Janega; and

WHEREAS, Rudolph L. Janega received his early education at McCormick Elementary School, Harrison High School and Loyola University in Chicago; and

WHEREAS, Rudolph L. Janega was graduated from John Marshall Law School and admitted to the practice of law in 1938; and

WHEREAS, Rudolph L. Janega has been the devoted husband of Lillian Vlasak Janega since May 5, 1940, and is the loving father of Helen Janega Smrstik, John A. Janega, Katherine Janega Keenan, Robert L. Janega, Celeste Janega Mann, and Thomas R. Janega, and is the proud grandfather of sixteen grandchildren; and

WHEREAS, Rudolph L. Janega served as Assistant State's Attorney of Cook County for over twenty years, during which time he appeared as counsel of record in over 400 cases before the Supreme Court of Illinois; and

WHEREAS, Rudolph L. Janega was appointed Chief Assistant State's Attorney for the First Municipal District of Cook County in 1964, being the first person to serve in that position; and

WHEREAS, Rudolph L. Janega served as Associate Judge of the Circuit Court of Cook County from 1967 until his retirement in 1978; and

WHEREAS, Rudolph L. Janega continues his public service today through volunteer services in the West Lawn Community and through his church, Saint Mary Star of the Sea; and

WHEREAS, Rudolph L. Janega is an example to all Chicagoans of the spirit of public service and family devotion; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered this 29th day of July, 1988, do hereby congratulate Rudolph L. Janega



on the occasion of his 80th birthday and the 50th anniversary of his admission to the practice of law, and extend to him our thanks for his years of public service and our best wishes for his continued health and happiness; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Rudolph L. Janega as a token of our esteem.

Alderman Madrzyk 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 Madrzyk, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

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*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 38,  
SECTION 38-44 BY REGULATING HOURS OF  
BRIDGE OPERATION.

Also, a proposed ordinance to amend Chapter 38 of the Municipal Code, Section 38-44, by restricting the operation of all bridges in the City of Chicago between the hours of 11:00 A.M. and 1:00 P.M., with the exception of Sundays and national holidays, which was *Referred to the Committee on Ports, Wharves and Bridges*.

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*Referred* -- AMENDMENT OF MUNICIPAL CODE BY REPEALING  
CHAPTER 26.2 ENTITLED "GOVERNMENTAL ETHICS".

Also, a proposed ordinance to amend the Municipal Code by repealing Chapter 26.2 entitled "Government Ethics", in its entirety, which was *Referred to the Committee on Municipal Code Revision*.

*Referred* -- AMENDMENT OF RULES 41 AND 44 OF  
CITY COUNCIL RULES OF ORDER.

Also, a proposed ordinance to amend the City Council Rules of Order by setting forth specific requirements for the discharge of standing and special committees of the City Council and by revising the rule relative to negative committee recommendations, which was *Referred to the Committee on Committees, Rules and Ethics.*

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Presented By

**ALDERMAN BURKE (14th Ward):**

CONGRATULATIONS EXTENDED MR. JAMES J. MC CARTHY  
ON HIS RE-ELECTION AS BUSINESS MANAGER OF  
CHICAGO JOURNEYMEN PLUMBERS UNION.

A proposed resolution reading as follows:

WHEREAS, James J. McCarthy has been re-elected Business Manager and head of the Chicago Journeymen Plumbers Union; and

WHEREAS, James J. McCarthy joined the Plumbers Union as an apprentice in 1946, working diligently on behalf of several contractors; and

WHEREAS, James J. McCarthy became a plumber for the City of Chicago in 1954; and

WHEREAS, Jim's education at DePaul University and the Illinois Institute of Technology assisted him greatly in becoming recognized for his work relative to the installation of plumbing systems and their compliance with the safety codes prescribed by the City of Chicago, thereby insuring the safety of Chicago's citizens; and

WHEREAS, As a result of his many long years of dedicated service, James J. McCarthy was elected Secretary-Treasurer of the Union in 1973, and was appointed Business Manager in 1984; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, assembled this 29th day of July in 1988, do hereby congratulate James J. McCarthy on his re-election and extend to him our sincere gratitude for his many years of service to the City of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to James J. McCarthy.

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

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Presented By

**ALDERMAN CARTER (15th Ward):**

*Referred*-- PERMISSION TO HOLD HEALTH FAIR ON  
PORTION OF WEST 55TH STREET.

A proposed order directing the Commissioner of Public Works to grant permission to New City Health Center to hold a health fair on that part of West 55th Street, from South Damen Avenue to South Seeley Avenue, on Saturday, August 13, 1988, which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

**ALDERMAN STREETER (17th Ward):**

*Referred* -- PERMISSION TO HOLD "ALL CRAFT CLEANERS"  
SALE ON PORTION OF SOUTH  
HALSTED STREET.

A proposed order directing the Commissioner of Public Works to grant permission to Ms. Betty Bradley Brackenridge to hold an "All Craft Cleaners" sale on that part of South Halsted Street, from 7700 to 7706, during the period of August 6 and August 7, 1988, which was *Referred to the Committee on Beautification and Recreation.*

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Presented By

ALDERMAN KELLAM (18th Ward):

WAIVER OF ALL DEPARTMENTAL FEES AND SURETIES  
FOR WRIGHTWOOD IMPROVEMENT ASSOCIATION  
FESTIVAL.

A proposed order reading as follows:

*Ordered*, That the City Comptroller waive all fees and sureties for the Wrightwood Improvement Association Festival, to be held on August 19, 20 and 21, 1988 at Hayes Park, 2936 West 85th Street.

Alderman Kellam 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 Kellam, the foregoing proposed order was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

*Referred* -- ISSUANCE OF PERMITS TO HOLD SUMMERFEST  
AND/OR STREET CARNIVAL AT SPECIFIED  
LOCATIONS.

Also, two proposed orders directing the Commissioner of Public Works to issue permits to the Wrightwood Improvement Association, c/o Mr. Dennis McDermott, to hold a summerfest and/or street fair at the locations specified below, which were *Referred to the Committee on Beautification and Recreation*, as follows:

On that part of South Francisco Avenue, from West 83rd Street to West 85th Street, for the period extending August 19 through August 21, 1988; and

On that part of South Whipple Avenue, from West 83rd Street to West 85th Street, and on that part of West 85th Street, from 2850 to 2950, for the period extending August 19 through August 21, 1988.

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Presented By

ALDERMAN SHEAHAN (19th Ward):

CONGRATULATIONS EXTENDED MR. AND MRS. JAMES KEANE  
ON THEIR SILVER WEDDING ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, James Francis Keane and Alice Catherine O'Malley were married on August 10, 1963, at Saint Sabina Church; and

WHEREAS, Jim and Alice Keane have been blessed with four children, Brigit, Alice, James, and Walter; and

WHEREAS, Alice Keane has been a devoted, loving mother and wife. In addition, Alice has been a dedicated teacher in the Chicago Public Schools. Alice is currently the principal of the Jane Addams School; and

WHEREAS, Jim Keane has dedicated his life to public service as a teacher at Leo High School and for the last twelve years as an esteemed member of the Illinois General Assembly; and

WHEREAS, Alice and Jim have devoted countless hours volunteering to assist numerous civic and religious organizations and have been examples to the community as dedicated parents and community leaders; now, therefore,

*Be It Resolved*, By the Mayor and City Council, that here on this 29th day of July, 1988, they do hereby join with the many friends and relatives of Jim and Alice Keane and extend their best wishes and congratulations on the Keane's silver wedding anniversary; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Jim and Alice Keane.

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

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Presented By

**ALDERMAN JONES (20th Ward):**

*Referred* -- PERMISSION TO HOLD SIDEWALK SALE  
ON PORTION OF WEST 63RD STREET.

A proposed order directing the Commissioner of Public Works to grant permission to Mr. Yung Park of the United Business Association to hold a sidewalk sale on the south side of West 63rd Street, between South Cottage Grove Avenue and South Drexel Avenue, for the periods extending July 28 through July 30, 1988, August 1 through August 2, 1988, and August 5 through August 6, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

**ALDERMAN GARCIA (22nd Ward):**

*Referred --* ISSUANCE OF PERMITS TO HOLD CARNIVAL  
AND FIESTA DE LA VILLITA AT  
SPECIFIED LOCATIONS.

Three proposed orders directing the Commissioner of Public Works to issue permits to the Mexican Festivities Committee, Incorporated to hold a carnival and Fiesta de la Villita at the locations specified for the period extending September 15 through September 18, 1988, which were *Referred to the Committee on Beautification and Recreation*, as follows:

On that part of South Homan Avenue, from West 26th Street to the first alley south thereof, and on South Christiana Avenue, from West 26th Street to the first alley south thereof;

On that part of South Whipple Street, from 2500 to 2700; and

On that part of West 26th Street, between South Kolin Avenue and South Kilbourn Avenue.

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*Referred --* PERMISSION TO HOLD SIDEWALK SALE IN  
FRONT OF 3401 WEST 26TH STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Brad Wolf to hold a sidewalk sale in front of 3401 West 26th Street for the period of July 30 and July 31, 1988, which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

**ALDERMAN KRYSTYNIAK (23rd Ward):**

DRAFTING OF ORDINANCE FOR VACATION OF PORTION  
OF SOUTH NORMANDY AVENUE.

A proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the west 19 feet of the east 27 feet of South Normandy Avenue between the north line of West Archer Avenue and the east- west alley north of West Archer Avenue for Lookin Good and Eatin Good Corporation, (No. 7-23-88-1256); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Krystyniak 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 Krystyniak, the foregoing proposed order was *Passed*.

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*Referred* -- ISSUANCE OF PERMIT TO HOLD CARNIVAL  
AND/OR STREET FAIR ON PORTION OF WEST  
50TH STREET.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Reverend Jerome Siwek, Pastor of Saint Richard Parish, to hold a carnival and/or street fair on that part of West 50th Street, between South Kostner and South Kenneth Avenues, and on the parish grounds for the period extending July 26 through August 1, 1988, which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

**ALDERMAN GUTIERREZ (26th Ward):**

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF  
WEST SCHILLER STREET, NORTH HOYNE AVENUE AND  
WEST PIERCE AVENUE TO HOLD ANNUAL  
GREENING FESTIVAL.

A proposed order directing the Commissioner of Public Works to grant permission to Old Wicker Park Committee, c/o Ms. Nancy J. Sugano, to close to traffic that part of West Schiller



Street, between North Damen and North Hoyne Avenues, also that part of North Hoyne Avenue, between West Evergreen and West Pierce Avenues, and also that part of West Pierce Avenue, between North Hoyne Avenue and North Leavitt Street, for the purpose of holding the Annual Greening Festival for the period of September 17 and September 18, 1988, which was *Referred to the Committee on Beautification and Recreation.*

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Presented By

**ALDERMAN BUTLER (27th Ward):**

*Referred --* AMENDMENT OF MUNICIPAL CODE CHAPTER  
90 BY ADDING NEW SECTION 90-7.1 REQUIRING  
BOARD-UP OF ABANDONED BUILDINGS.

A proposed ordinance to amend Chapter 90 of the Municipal Code by adding thereto a new section to be known as Section 90-7.1 requiring the City of Chicago to board up all abandoned buildings which the Bureau of Fire Prevention has determined unsafe and hazardous and to give the buildings owners 15 day's written notice of said findings, which was *Referred to the Committee on Housing.*

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*Referred --* ESTABLISHMENT OF DEVELOPMENTAL GOVERNMENT  
PROGRAM FOR UNDERPRIVILEGED YOUTHS.

Also, a proposed resolution whereby each elected official of the city would set aside one day for selecting one young person from the Chicago Housing Authority residencies to observe first hand the running of city government and to help develop that young person's image and self-esteem in being a role model for other young people in their community, which was *Referred to the Committee on Education.*

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Presented By

**ALDERMAN SMITH (28th Ward):**

*Referred* -- AMENDMENT OF MUNICIPAL CODE BY ADDING  
NEW CHAPTER 200.7 ENTITLED "CHICAGO  
NON-RESIDENT EMPLOYEE TAX  
ORDINANCE".

A proposed ordinance to amend the Municipal Code by adding thereto a new Chapter 200.7 entitled the "Chicago Non-Resident Employee Tax Ordinance", which was *Referred to Committee on Intergovernmental Relations*.

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*Referred* -- ISSUANCE OF PERMIT TO HOLD CARNIVAL AND/OR  
STREET FAIR IN GARFIELD PARK AND ON PORTION  
OF SOUTH WOODARD STREET.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Habilitative Systems, to hold a carnival and/or street fair on that part of South Woodard Street, between West Madison Street and West Jackson Boulevard and also in a designated section of Garfield Park, for the period extending August 5 through August 7, 1988, which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

**ALDERMAN SMITH (28th Ward) And OTHERS:**

*Referred* -- ACTING MAYOR EUGENE SAWYER URGED TO BAN  
"ASH TRAYS" FROM CITY COUNCIL CHAMBERS.

A proposed resolution, presented by Aldermen Smith, Shiller, Rush, Soliz, Gutierrez, Langford, T. Evans, Figueroa, Davis, Bloom, Henry, Fary, Garcia, Eisendrath, Huels, Hagopian, Laurino, Levar, Krystyniak, Banks, O'Connor, Pucinski, Orr, Burke, Caldwell, J. Evans, Jones, Sheahan and Austin, urging Acting Mayor Eugene Sawyer to ban ash trays from the City Council Chamber in an effort to enforce the city's "No Smoking Ordinance".

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

After debate, Alderman Natarus moved the previous question.

The clerk called the roll and the yeas and nays were as follows:

*Yeas* -- Aldermen Roti, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Gabinski, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Natarus, Hansen, Levar -- 25.

*Nays* -- Aldermen Rush, Tillman, T. Evans, Bloom, Burke, Langford, Streeter, J. Evans, Garcia, Gutierrez, Smith, Davis, Hagopian, Figueroa, Austin, Eisendrath, Shiller, Osterman, Orr -- 19.

Alderman Beavers then moved for a verification of the foregoing roll call vote.

Thereupon, the clerk re-called the roll and the motion for the *Previous Question Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Kellam, Sheahan, Krystyniak, Henry, Soliz, Butler, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, Levar -- 27.

*Nays* -- Aldermen Rush, Tillman, T. Evans, Bloom, Burke, Langford, Streeter, J. Evans, Garcia, Gutierrez, Smith, Davis, Hagopian, Figueroa, Eisendrath, Shiller, Osterman, Orr -- 18.

Alderman Natarus then moved that the said proposed resolution be *Referred to the Committee on Committees, Rules and Ethics*. The motion *Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Kellam, Sheahan, Krystyniak, Henry, Soliz, Butler, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, Levar -- 27.

*Nays* -- Aldermen Rush, Tillman, T. Evans, Bloom, Burke, Langford, Streeter, J. Evans, Garcia, Gutierrez, Smith, Davis, Hagopian, Figueroa, Eisendrath, Shiller, Osterman, Orr -- 18.

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Presented By

**ALDERMAN DAVIS (29th Ward):**

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS  
OF SPECIFIED STREETS TO HOLD 29TH WARD  
PEOPLES' ASSEMBLY PARADE.

A proposed order directing the Commissioner of Public Works to grant permission to

Alderman Danny K. Davis and the 29th Ward Peoples' Assembly, to close to traffic portions of West Division Street, North Central Avenue, West Madison Street, West Mayfield Avenue, South Adams Street, West Menard Avenue and South Jackson Boulevard to hold the 29th Ward Peoples' Assembly parade, on Saturday, September 10, 1988, which was *Referred to the Committee on Traffic Control and Safety*.

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Presented By

**ALDERMAN FIGUEROA (31st Ward):**

*Referred --* EXEMPTION OF UNIVERSAL ALLIED IMAGING  
FROM PHYSICAL BARRIER REQUIREMENT  
PERTAINING TO ALLEY  
ACCESSIBILITY.

A proposed ordinance directing the Commissioner of Public Works to exempt Universal Allied Imaging, a commercial driveway permit holder, from the physical barrier requirement pertaining to alley accessibility for its location at 1411 through 1415 North Pulaski Road, pursuant to the provisions of Municipal Code Chapter 33, Section 33-19.1, which was *Referred to the Committee on Streets and Alleys*.

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*Referred* PERMISSION TO HOLD SIDEWALK SALES ON  
PORTIONS OF SPECIFIED PUBLIC WAYS.

Also, two proposed orders directing the Commissioner of Public Works to grant permission to the individuals listed to hold sidewalk sales on portions of specified public ways, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Ms. Maxine Scanlon--to hold a sidewalk sale in front of 3400--3434 West McLean Avenue, on Saturday, August 13, 1988; and

Ms. Marisol Serrano--to hold a sidewalk sale on the north side of West Potomac Avenue, between 3410 and 3416, on Saturday, July 30, 1988.

Presented By

**ALDERMAN FIGUEROA (31st Ward) And OTHERS:**

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 192,  
SECTION 192-20.5, BY ADDITION OF NEW SUBSECTION  
192-20.5(e), ESTABLISHING DEPARTMENT OF HEALTH  
AS LIAISON TO PUBLIC IN RELATION TO  
"CLEAN INDOOR AIR ORDINANCE."

A proposed ordinance presented by Aldermen Figueroa, Orr, Eisendrath, Hagopian, Stone, Osterman, Krystyniak, Davis, Jones, Soliz, Hansen, Gutierrez, Robinson, Smith and Garcia, to amend Chapter 192, Section 192-20.5, of the Municipal Code by adding thereto a new Subsection 192-20.5(e), requiring the Department of Health to implement a program to educate the public regarding the requirements of the "Clean Indoor Air Ordinance", which was *Referred to the Committee on Health*.

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*Referred* -- ENACTMENT OF PILOT RECEIVERS BOARD-UP PROGRAM  
FOR OPEN AND VACANT ABANDONED BRICK STRUCTURES.

Also, a proposed ordinance, presented by Aldermen Figueroa, Butler, Osterman, Davis, Shaw, Gutierrez and Robinson, directing the Corporation Counsel and the Commissioner of the Department of Inspectional Services to enact a Pilot Receivers Board-Up Program for open and vacant abandoned brick structures in certain communities designated as needing building board-up services for future housing rehabilitation, et cetera, which was *Referred to the Committee on Housing*.

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Presented By

**ALDERMAN GABINSKI (32nd Ward):**

*Referred* -- APPROVAL OF PLAT OF MASSUDA'S RESUBDIVISION ON  
PORTIONS OF SPECIFIED PUBLIC WAYS.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of

Subdivisions to approve a plat of Massuda's Resubdivision having a frontage on North Elston Avenue, North Milwaukee Avenue and North Racine Avenue for Michigan Avenue National Bank, as Trustee, under Trust 4501, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

**ALDERMAN MELL (33rd Ward):**

*Referred --* PERMISSION TO HOLD SIDEWALK SALE IN FRONT  
OF 2252 NORTH MILWAUKEE AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to F.W. Woolworth Company to hold a sidewalk sale in front of 2252 North Milwaukee Avenue for the period extending July 29 through July 31, 1988, which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

**ALDERMAN LAURINO (39th Ward):**

*Referred --* PERMISSION TO HOLD SIDEWALK SALE ON  
PORTIONS OF WEST LAWRENCE AVENUE AND  
NORTH KEDZIE AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to the Albany Park Chamber of Commerce to hold a sidewalk sale on both sides of West Lawrence Avenue, between North Troy Street and North Pulaski Road and on both sides of North Kedzie Avenue, between West Wilson Avenue and West Ainslie Street, for the period extending August 18 through August 21, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN PUCINSKI (41st Ward):

DRAFTING OF ORDINANCE 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 north-south 16-foot public alley in the area bounded by North Oleander Avenue, North Olcott Avenue, West Berwyn Avenue, and Oriole Park for G.M. Miller, et al. (No. 12-41-88-1259); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Pucinski 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 Pucinski, the foregoing proposed order was *Passed*.

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*Referred*-- APPROVAL OF PLAT OF NORTHWEST HIGHWAY  
SUBDIVISION ON PORTION OF SPECIFIED  
PUBLIC WAY.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions to approve a plat of Northwest Highway Subdivision located at North Northwest Highway, near North Nagle Avenue, which was *Referred to the Committee on Streets and Alleys*.

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*Referred*-- ISSUANCE OF PERMIT FOR ERECTION OF SIGN/SIGNBOARD  
AT 6325 NORTH AVONDALE AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a sign permit to White Way Sign Company for the erection of a sign/signboard at 6325 North Avondale Avenue for Avondale Properties, which was *Referred to the Committee on Zoning*.

Presented By

**ALDERMAN PUCINSKI (41st Ward) And  
ALDERMAN NATARUS (42nd Ward):**

**CANCELLATION OF FEES FOR "RHYTHM AND BLUES  
FESTIVAL" AT NAVY PIER.**

A proposed order reading as follows:

*Ordered*, That the City Comptroller is hereby authorized and directed to cancel all fees relating to the Rhythm and Blues Festival to be held at Navy Pier, for the period extending August 26 through August 28, 1988.

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

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Presented By

**ALDERMAN NATARUS (42nd Ward):**

**TRIBUTE TO THE LATE MR. ELI SCHULMAN.**

A proposed resolution reading as follows:

WHEREAS, Almighty God In His Infinite mercy and wisdom called Mr. Eli Schulman to his eternal reward on Saturday, May 7, 1988; and



WHEREAS, In 1927, Mr. Schulman was forced to leave high school and pursue a living selling newspapers, scorecards and seat cushions; and

WHEREAS, Mr. Schulman was the manager of a shoe store, and also sold women's dresses to support himself; and

WHEREAS, In 1934, Mr. Eli Schulman became a precinct captain in the 22nd Ward, remaining there for 25 years; and

WHEREAS, Mr. Eli Schulman was deputy coroner from 1948 to 1952; and

WHEREAS, Mr. Eli Schulman served as an Army mess sergeant; and

WHEREAS, In 1958, Mr. Schulman opened Eli's Stage Deli on Oak Street which later became a favorite of the Rush Street and Lake Shore Drive set; and

WHEREAS, In 1966, Mr. Schulman opened his current establishment, Eli's The Place For Steak on East Chicago Avenue; and

WHEREAS, Eli's restaurant was nationally known for its good food and was often visited by prominent sports figures, entertainers and politicians; and

WHEREAS, Eli Schulman's charitable ways began in earnest on Pearl Harbor Day when he put a sign in the window of his restaurant that said "25% discount for men in uniform, and if you're hungry and don't have any money, come in and we'll feed you free"; and

WHEREAS, Mr. Schulman also contributed to such helpful organizations as the Community Assistance program for Secondary Education in Israel, or C.A.S.E., and the American Cancer Society; and

WHEREAS, Mr. Schulman was inducted into the National Restaurant News Hall of Fame in 1983; and

WHEREAS, Mr. Schulman was also given the Hall of Fame Award by the Chicago Food Service Marketing Club in 1988; and

WHEREAS, Eli's Schulman's world famous cheesecake was honored last year when the Late Mayor Washington dedicated a 1,500 pound cheesecake as Chicago's official 150th birthday cake; and

WHEREAS, Eli Schulman was a devoted family man who deeply loved his son Marc, his wife Esther, and his two grandchildren, Haley and Kori; and

WHEREAS, Eli Schulman had a special place in his heart for all children; now, therefore,

*Be It Resolved*, That the Acting Mayor and members of the City Council of the City of Chicago assembled in meeting this 29th day of July, 1988, do hereby request that the playlot in Seneca Park be named the Eli Schulman playlot in light of his deep affection for children; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the Chicago Park District.

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Leyar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

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GRATITUDE EXTENDED CHICAGO FIRE DEPARTMENT AND  
CHICAGO POLICE DEPARTMENT FOR THEIR  
EFFICIENT RESPONSE TO JULY 14,  
1988 EMERGENCY.

Also, a proposed resolution reading as follows:

WHEREAS, On the evening of July 14, 1988, at the corner of East Huron Street and North Lake Shore Drive, an automobile accident occurred; and

WHEREAS, One of the people involved in the accident was seriously injured; and

WHEREAS, Mr. Albert J. Nader, a conscientious witness to the accident, immediately called 911; and

WHEREAS, A Chicago Fire Department ambulance was on the scene administering first aid to the injured person within 5 minutes after the call for help was received by the Chicago Fire Department; now, therefore,

*Be It Resolved*, That the Acting Mayor and members of the City Council of the City of Chicago assembled in meeting this 29th day of July, 1988, do hereby honor and congratulate the Chicago Police Department and the Chicago Fire Department for the speed, efficiency and commitment that occurred on the evening of July 14, 1988; and

*Be It Further Resolved*, That suitable copies of this resolution be prepared and presented to the Chicago Police Department and the Chicago Fire Department.

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

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PERMISSION TO HOLD MARYVILLE ACADEMY BENEFIT  
ON PORTION OF NORTH DEARBORN  
STREET.

Also, a proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby directed to grant permission to the Reverend John P. Smyth, to hold the Maryville Academy Benefit on North Dearborn Street (1100 block--both sides) between West Division Street and West Elm Street, on Saturday, July 30, 1988 during the hours of 12:00 Noon to 8:00 P.M.

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

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*Referred* -- PERMISSION TO CLOSE TO TRAFFIC  
PORTION OF WEST SUPERIOR STREET  
FOR GRAND OPENING EVENT.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Cairo Restaurant and Night Club to close to traffic that part of West Superior Street, from 200 to 250, for a grand opening celebration on Thursday, July 28, 1988, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred* -- PERMISSION TO HOLD SIDEWALK SALE  
IN FRONT OF 200 EAST OHIO STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Sheldons, to hold a sidewalk sale in front of 200 East Ohio Street, for the period extending August 18 through August 20, 1988, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred* -- PERMISSION TO HOLD SIDEWALK SALE ON  
PORTION OF NORTH WELLS STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Old Town Chamber of Commerce to hold a sidewalk sale on both sides of North Wells Street, between West North Avenue and West Evergreen Avenue, for the period extending

July 22 through July 24, 1988, which was *Referred to the Committee on Beautification and Recreation.*

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Presented By

**ALDERMAN NATARUS (42nd Ward) And  
ALDERMAN ROTI (1st Ward):**

*Referred --* PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF  
VARIOUS DOWNTOWN STREETS FOR UNITED STATES  
TRIATHLON ASSOCIATION/BUD LIGHT  
TRIATHLON.

A proposed order directing the Commissioner of Public Works to grant permission to Mr. E. Ken Carl as President of Mid-Pro, Incorporated to close to traffic portions of East Illinois Street, East Randolph Street, North McClurg Court and North Columbus Drive during the period of July 30 and July 31, 1988, for the United States Triathlon Association/Bud Light Triathlon, which was *Referred to the Committee on Beautification and Recreation.*

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Presented By

**ALDERMAN HANSEN (44th Ward):**

DISTRIBUTORS OF OLD STYLE BEER WELCOMED  
TO WRIGLEY FIELD NEIGHBORHOOD  
"CLEAN-UP" PROGRAM.

A proposed resolution reading as follows:

WHEREAS, August 8, 1988 marks the date of the first "night game" ever played at Wrigley Field, Chicago, Illinois; and

WHEREAS, Wrigley Field is the home of the world famous Chicago Cubs Baseball Team and their loyal fans; and

WHEREAS, This first night game shall be telecast on national television and witnessed by the entire nation, not to mention an unprecedented "packed house" of Cubs enthusiasts and admirers; and

WHEREAS, Wrigley Field is centered in a neighborhood of hard working families, committed to living life to its fullest; and

WHEREAS, This community shall be host to enthusiastic crowds of Chicago Cubs fans celebrating this night and more to come; and

WHEREAS, The celebrations and festivities of these night games shall most certainly create a certain amount of refuse in the immediate area; and

WHEREAS, Chicago's business leaders have always taken a leading role in the promotion of the Chicago Cubs baseball organization and its endeavors; and

WHEREAS, The good folks of Old Style Beer recognize the concern of the Wrigley Field neighborhood toward a continuing clean and healthy environment in which to raise its children; and

WHEREAS, Old Style Beer, has committed clean-up crews comprised of hard working neighbors to ensure the endeavors and concerns of the neighborhood; and

WHEREAS, These clean-up crews shall be in force for the rest of the 1988 Cubs baseball season and surely make a difference in the overall cleanliness of the neighborhood; and

WHEREAS, This program was conceived and implemented by the New Chicagoans, Incorporated for Old Style Beer in cooperation with the Wrigley Field neighborhood; now, therefore,

*Be It Resolved*, I, Bernie Hansen encourage the City of Chicago and its loyal baseball fans to welcome Old Style Beer to the "Clean-Up" position in the roster of Chicago business leaders.

Alderman Hansen 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 Hansen, the foregoing proposed resolution was *Adopted*, by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

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

*Referred* -- PERMISSION TO HOLD SIDEWALK SALE ON  
PORTIONS OF WEST DIVERSEY PARKWAY AND  
NORTH BROADWAY.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Lake View East Development Corporation, to hold a sidewalk sale on both sides of the 300 through 700 blocks of West Diversey Parkway and on both sides of the 2800 through 3500 blocks of North Broadway, for the period extending July 22 through July 24, 1988, which was *Referred to the Committee on Beautification and Recreation.*

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Presented By

**ALDERMAN LEVAR (45th Ward):**

*Referred* -- ISSUANCE OF PERMIT FOR ERECTION  
OF SIGN/SIGNBOARD AT 5218 NORTH  
NORTHWEST HIGHWAY.

A proposed order directing the Commissioner of Inspectional Services to issue a sign permit to Kieffer of Illinois, Incorporated for the erection of a sign/signboard at 5218 North Northwest Highway for Goodyear Tire and Rubber Company, which was *Referred to the Committee on Zoning.*

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Presented By

**ALDERMAN SHILLER (46th Ward):**

*Referred* -- INSTALLATION OF STREET LIGHT AT INTERSECTION  
OF NORTH DOVER STREET AND WEST  
LAWRENCE AVENUE.

A proposed order directing the Commissioner of Streets and Sanitation to consider the installation of a street light on the southeast corner of the intersection of North Dover Street and West Lawrence Avenue, which was *Referred to the Committee on Finance.*

Presented For

**ALDERMAN SCHULTER (47th Ward):**

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF  
WEST ROSCOE STREET FOR ROSCOE STREET FAIR.

A proposed order presented by Alderman Osterman, directing the Commissioner of Public Works to grant permission to the Riverview Neighbors, c/o Ms. Siana Austin, to close to traffic both sides of West Roscoe Street, between North Damen and North Hamilton Avenues to hold the Roscoe Street Fair, for the period of August 6 and August 7, 1988, which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

**ALDERMAN OSTERMAN (48th Ward):**

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 130, SECTION  
130-2.14 BY REQUIRING LOCKABLE WASTE AREAS FOR  
NEWLY CONSTRUCTED OR RENOVATED FOOD  
ESTABLISHMENTS.

A proposed ordinance to amend Chapter 130, Section 130-2.14 of the Municipal Code by requiring all newly constructed or renovated food establishments to maintain lockable areas specifically designated for the temporary disposal of garbage and waste, which was *Referred to the Committee on Human Rights and Consumer Protection*.

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*Referred* -- ISSUANCE OF PERMIT TO HOLD CARNIVAL  
AND/OR STREET FAIR ON PORTION OF WEST  
CATALPA AVENUE.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to the Edgewater Community Council, to hold a carnival and/or street fair on that part of West Catalpa Avenue, between North Broadway and the elevated tracks adjacent to 1120 West Catalpa Avenue, for the period extending August 17 through August 21, 1988, which was *Referred to the Committee on Beautification and Recreation*.



*Referred* -- PERMISSION TO HOLD COMMUNITY CULTURAL  
CELEBRATION ON PORTION OF WEST  
ARGYLE STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Argyle Uptown Fest '88 organization to hold a community cultural celebration on that part of West Argyle Street, between North Broadway and North Sheridan Road, for the period of August 20 and August 21, 1988, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred* -- PERMISSION TO HOLD SIDEWALK SALE ON  
PORTION OF NORTH CLARK STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Anderson Chamber of Commerce to hold their annual Andersonville Sidewalk Sale on that part of North Clark Street, from West Winnemac to West Edgewater Avenues, for the period extending August 11 through August 13, 1988, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred* -- ART INSTITUTE OF CHICAGO URGED TO RETURN  
"LINTEL" STATUE TO GOVERNMENT AND PEOPLE  
OF THAILAND.

A proposed resolution urging the Art Institute of Chicago to return the ancient carved "Lintel" statue to the Thai government and its people as an affirmation of friendship and respect, which was *Referred to the Committee on Special Events and Cultural Affairs*.

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Presented By

ALDERMAN ORR (49th Ward):

*Referred* -- PERMISSION TO HOLD SIDEWALK SALE ON  
PORTION OF WEST HOWARD STREET.

A proposed order directing the Commissioner of Public Works to grant permission to Ms. Beverly Lubin to hold a sidewalk sale on both sides of West Howard Street, between North Greenview Avenue and North Clark Street, for the period extending August 25 through August 27, 1988, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION  
OF WEST LUNT AVENUE FOR BLOCK PARTY.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Brandon Neese to close to traffic that part of West Lunt Avenue, between North Sheridan Road and North Glenwood Avenue, to hold a block party on Sunday, August 28, 1988, which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

**ALDERMAN STONE (50th Ward):**

*Referred* -- PERMISSION TO HOLD SIDEWALK SALE IN  
FRONT OF 2620 WEST TOUHY AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to the Congregation Ezra Habonim to hold a sidewalk sale in front of their congregation facility at 2620 West Touhy Avenue, on Sunday, August 7, 1988, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred* -- INSTALLATION OF ALLEY LIGHTS AT  
SPECIFIED LOCATIONS.

Also, three proposed orders directing the Commissioner of Public Works to give consideration to the installation of alley lights in back of the premises as listed, which were *Referred to the Committee on Finance*, as follows:

2415 West Sherwin Avenue;

2419 West Sherwin Avenue; and

2429 West Sherwin Avenue.

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**5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION  
OF WARRANTS FOR COLLECTION, AND WATER RATE  
EXEMPTIONS, ET CETERA.**

Proposed ordinances, orders, et cetera described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

**FREE PERMITS:**

**BY ALDERMAN FIGUEROA (31st Ward):**

Alton Contractor, 1437 Harmony Court--construction of low-income housing on the premises known as Logan Vista, 2600 North Kedzie Avenue.

Inner City Impact, 2704 West North Avenue--construction of low-income housing on the premises known as 3325--3329 West Fullerton Avenue.

Pyramid Industries, 14225 South Halsted Street--construction of low-income housing on the premises known as 3212--3226 West Diversey Avenue.

**BY ALDERMAN GABINSKI (32nd Ward):**

Chicago Dramatists Workshop--remodeling on the premises known as 1105 West Chicago Avenue.

**BY ALDERMAN BANKS (36th Ward):**

Archdiocese of Chicago/Saint William School--electrical installations on the premises known as 2559 North Sayre Avenue.

Catholic Archdiocese/Saint William School--renovations on the premises known as 2600 North Sayre Avenue.

7/29/88

NEW BUSINESS PRESENTED BY ALDERMEN

16955

*BY ALDERMAN LEVAR* (45th Ward):

Catholic Archdiocese/Saint Cornelius School--electrical installations on the premises known as 5252 North Long Avenue.

*BY ALDERMAN SHILLER* (46th Ward):

Metro Chicago Habitat for Humanity--construction of four water taps and one sewer tap on the premises known as 4649 North Kenmore Avenue.

*BY ALDERMAN STONE* (50th Ward):

Jewish Federation of Metropolitan Chicago--renovations at the Bernard Horwich Jewish Community Center on the premises known as 3001 West Touhy Avenue.

LICENSE FEE EXEMPTIONS:

*BY ALDERMAN LANGFORD* (16th Ward):

McKinley Knight House Shelter Care Home, 6600 South Stewart Avenue.

McKinley Hammond House Shelter Care Home, 6701 South Morgan Street.

*BY ALDERMAN CULLERTON* (38th Ward):

Saint Mary of Providence School, 4200 North Austin Avenue.

*BY ALDERMAN OSTERMAN* (48th Ward):

Admiral Nursing Home (The Old People's Home of the City of Chicago) 909 West Foster Avenue.

Northside Y.W.C.A. Child Development Center, 5244 North Lakewood Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

*BY ALDERMAN ROTI* (1st Ward):

Ada S. McKinley Community Services, 32 West Randolph Street, for their premises located at 2352 South Calumet Avenue--driveway inspection fee.

Illinois Institute of Technology, 77 South Wacker Drive--annual fuel burning equipment inspection fee.

*BY ALDERMAN TILLMAN (3rd Ward):*

Ebenezer Missionary Baptist Church, 4501 South Vincennes Avenue--annual fuel burning equipment inspection fee.

*BY ALDERMAN BEAVERS (7th Ward):*

Ada S. McKinley Foundation, 8458 South Mackinaw Avenue--annual building inspection fee.

*BY ALDERMAN STREETER (17th Ward):*

Liberty Temple Gospel Church, 2233 West 79th Street--annual building inspection fee.

*BY ALDERMAN SHEAHAN (19th Ward):*

Longwood Cenacle Retreat, 11600 South Longwood Drive--bi-annual building inspection fee.

Washington Jane Smith Home, 2340 West 113th Place--special internal inspection fee of No. 2 Kewanee S.M. boiler.

*BY ALDERMAN PUCINSKI (41st Ward):*

Norwood Park Home for the Aged, 6016 North Nina Avenue--sign inspection fee.

Resurrection Hospital, 7435 West Talcott Avenue--special internal inspection of a No. 2 B & W water tube boiler, annual fuel burning equipment inspection fee and sign inspection fee (3).

*BY ALDERMAN NATARUS (42nd Ward):*

Immaculate Conception Church, 1415 North North Park Avenue--semi-annual inspection fee.

Northwestern Memorial Hospital--annual building inspection fee.

William Scholl School of Podiatry, 1001 North Dearborn Street--annual mechanical ventilation inspection fee, annual fuel burning equipment inspection fee and annual building inspection fee (3).

BY ALDERMAN OSTERMAN for ALDERMAN SCHULTER (47th Ward):

Bethany Methodist Church, 2014 West Lawrence Avenue--sign inspection fee.

BY ALDERMAN OSTERMAN (48th Ward):

Lakeview Learning Center, 4919 North Clark Street--annual institutional inspection fee.

WATER RATE EXEMPTION:

BY ALDERMAN LAURINO (39th Ward):

Telshe Yeshiva Chicago, 3535 West Foster Avenue.

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**APPROVAL OF JOURNAL OF  
PROCEEDINGS.**

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JOURNAL (July 27, 1988).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on July 27, 1988 at 10:00 A.M., signed by him as such City Clerk.

Alderman Natarus moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

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**UNFINISHED BUSINESS.**

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SUPPLEMENTAL APPROPRIATION FOR EXPENSES OF COLLECTIVE  
BARGAINING AGREEMENTS WITH CITY EMPLOYEES  
AND FOR FUNDING OF RETIRED MUNICIPAL  
EMPLOYEE HEALTH CARE COSTS.

On motion of Alderman Natarus, the City Council took up for consideration the report of

the Committee on the Budget and Government Operations, deferred and published in the Journal of the Proceedings of July 13, 1988, pages 15121 through 15133, recommending that the City Council pass a proposed substitute ordinance authorizing a supplemental appropriation for expenses in connection with collective bargaining agreements with City employees and for the funding of retired municipal employee health care costs.

Alderman Austin presented a substitute for the proposed substitute ordinance printed in the Journal of the Proceedings of July 13, 1988.

Alderman Gutierrez moved to refer Alderman Austin's substitute to the Committee on Finance.

Alderman Henry then moved to *Lay on the Table* Alderman Gutierrez' motion to refer. The motion *Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Kellam, Sheahan, Jones, Krystyniak, Henry, Butler, Hagopian, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, Levar, Osterman, Stone -- 31.

*Nays* -- Aldermen Rush, Tillman, T. Evans, Bloom, Burke, Streeter, J. Evans, Garcia, Gutierrez, Smith, Davis, Figueroa, Eisendrath, Shiller, Orr -- 15.

Alderman Bloom then presented the following amendment to the proposed substitute ordinance printed in the Journal of Proceedings of July 13, 1988:

"I move to amend the substitute ordinance by substituting the attached items pertaining to Funds 100 and 512 for the pages pertaining to Funds 100 and 512 of the exhibit attached to the said substitute ordinance.

#### Corrections And Revisions Of 1988 Appropriation Ordinance.

##### 100--Corporate Fund

| Page | Code | Department And Item                    | From            | To              |
|------|------|----------------------------------------|-----------------|-----------------|
| 6    |      | Revenue of Year 1988--<br>Appropriable | \$1,422,181,986 | \$1,439,581,986 |
|      |      | Other Revenue                          | 1,422,181,986   | 1,439,581,986   |

7/29/88

## UNFINISHED BUSINESS

16959

## 100--Corporate Fund

| Page | Code  | Department And Item                                                   | From            | To              |
|------|-------|-----------------------------------------------------------------------|-----------------|-----------------|
| 8    |       | Total Appropriable for<br>Charges and Expenditures                    | \$1,422,181,986 | \$1,439,581,986 |
|      |       | Estimates of Corporate<br>Revenue for 1988 other<br>than Property Tax |                 |                 |
|      |       | Other Revenue--<br>Proceeds of Daily Tender<br>Notes                  | 139,179,582     | 156,579,582     |
| 135  |       | Police Department--57-1005                                            |                 |                 |
|      | .0006 | Salary Provision<br>(one time payment)                                |                 | 14,661,250      |
|      | .0007 | General Pay Increase                                                  |                 | 2,815,846       |
|      | .0000 | For Personal Services                                                 | 521,474,607     | 538,951,703     |
|      |       | Fire Department--59-1005                                              |                 |                 |
| 168  | .0006 | Salary Provision<br>(one time payment)                                |                 | 6,013,750       |
|      | .0007 | General Pay Increase                                                  |                 | 899,930         |
|      | .0000 | For Personal Services                                                 | 204,110,827     | 211,024,507     |
| 169  |       | Budget Level Total                                                    | 214,023,787     | 220,937,467     |
|      |       | Finance General--<br>Other Operating Expenses<br>--99-1005            |                 |                 |



## 100--Corporate Fund

| Page | Code  | Department And Item                                                                                                          | From        | To           |
|------|-------|------------------------------------------------------------------------------------------------------------------------------|-------------|--------------|
| 252  | .0007 | General Pay Increase                                                                                                         |             | \$ 6,007,750 |
|      | .0042 | Cost of Claims and Administration for Hospital and Medical Care provided to eligible employees and their eligible dependents | 76,506,400  | 87,006,400   |
|      | .0052 | Costs of Claims and Administration for Hospital and Medical care to eligible annuitants and their eligible dependents        | 10,500,000  | 17,400,000   |
| 253  | .0000 | For Personal Services                                                                                                        | 142,390,500 | 171,539,724  |
| 255  |       | Less Corporate Fund salvage from hiring freeze                                                                               |             | (16,500,000) |
|      |       | Less Corporate Fund salvage from 5% reduction to Non-Personal Services                                                       |             | (12,800,000) |
|      |       | Less additional Corporate Fund salvage excluding the Police and Fire Departments, to be determined by the Budget Director    |             | (6,840,000)  |
|      |       | Department Total                                                                                                             | 189,171,576 | 196,132,352  |

## 512--Note Redemption And Interest Fund, Series D

| Page | Code  | Department And Item                | From          | To            |
|------|-------|------------------------------------|---------------|---------------|
| 358  | .0961 | For Payment of Term Notes          | \$139,179,582 | \$156,579,582 |
|      | .0960 | For Loss in Collection<br>of Taxes | 7,325,241     | 8,241,031."   |

Alderman O'Connor moved to refer the foregoing proposed amendment to the Committee on Finance.

At this point, Alderman Beavers moved the *previous question*. The motion *Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Gabinski, Austin, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, Levar, Osterman -- 29.

*Nays* -- Aldermen Rush, Tillman, T. Evans, Bloom, Streeter, J. Evans, Garcia, Gutierrez, Smith, Davis, Hagopian, Figueroa, Kotlarz, Eisendrath, Shiller, Orr -- 16.

Thereupon, on motion of Alderman O'Connor, the foregoing proposed amendment was *Referred to the Committee on Finance* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Gabinski, Austin, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, Levar, Osterman -- 29.

*Nays* -- Aldermen Rush, Tillman, T. Evans, Bloom, Streeter, J. Evans, Garcia, Gutierrez, Smith, Davis, Hagopian, Figueroa, Kotlarz, Eisendrath, Shiller, Orr -- 16.

Alderman Austin then renewed his motion to substitute for the said proposed substitute ordinance printed in the Journal of Proceedings of July 13, 1988. The clerk called the roll and the motion to *substitute Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Gabinski, Austin, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, Levar, Osterman -- 30.

*Nays* -- Aldermen Rush, Tillman, T. Evans, Bloom, Burke, J. Evans, Garcia, Gutierrez, Smith, Davis, Hagopian, Figueroa, Kotlarz, Eisendrath, Shiller, Orr -- 16.

After debate, Alderman Austin moved to *pass* the said proposed substitute ordinance. The motion *Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Henry, Soliz, Butler, Smith, Davis, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, Levar, Osterman -- 31.

*Nays* -- Aldermen, Rush, Tillman, T. Evans, Bloom, Madrzyk, Burke, J. Evans, Garcia, Krystyniak, Gutierrez, Hagopian, Figueroa, Eisendrath, Shiller, Orr, Stone -- 16.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function relating to its government and affairs; and

WHEREAS, The City of Chicago has recently concluded negotiations with representatives of its annuity and benefit funds concerning continuation of medical coverage for retired City employees; and

WHEREAS, The City of Chicago has recently concluded negotiations with unions representing various City employees; and

WHEREAS, It is appropriate that the City provide funding for the implementation of these agreements, and for labor agreements that may subsequently be negotiated; and

WHEREAS, The management of its finances is a matter relating to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The sum of \$49,516,000 not previously appropriated is hereby appropriated from the Note Redemption and Interest Fund, Series D, for the year beginning January 1, 1988, for the objects and purposes described in the attached exhibit, said amount to be paid out of an additional tax to be levied for such purpose.

SECTION 2. The Annual Appropriation Ordinance for the Year 1988, as previously amended, is hereby further amended as indicated in the attached exhibit.

SECTION 3. This ordinance shall be in full force and effect ten days after its passage and publication.

Exhibit attached to this ordinance reads as follows:

7/29/88

## UNFINISHED BUSINESS

16963

## Amendments To 1988 Appropriation Ordinance.

## 100--Corporate Fund

| Page | Code  | Department And Item                                                          | From<br>No. Amount | To<br>No. Amount |
|------|-------|------------------------------------------------------------------------------|--------------------|------------------|
| 6    |       | Revenue of Year 1988--<br>Appropriable                                       | \$1,422,181,986    | \$1,469,221,986  |
|      |       | Other Revenue                                                                | 1,422,181,986      | 1,469,221,986    |
| 8    |       | Total Appropriable for<br>Charges and Expenditures                           | 1,422,181,986      | 1,469,221,986    |
|      |       | Estimates of Corporate<br>Revenue for 1988 other<br>than from Property Taxes |                    |                  |
|      |       | Other Revenue<br>Proceeds of Daily Tender<br>Notes                           | 139,179,582        | 186,219,582      |
|      |       | Fire Department--59-1005                                                     |                    |                  |
|      | .0006 | Salary Provision<br>(one time payment)                                       |                    | 6,013,750        |
|      | .0007 | General Pay Increase                                                         |                    | 899,930          |
| 168  | .0000 | For Personal Services                                                        | 204,110,827        | 211,024,507      |
|      |       | Police Department--57-1005                                                   |                    |                  |
|      | .0006 | Salary Provision<br>(one time payment)                                       |                    | 14,661,250       |

## 100--Corporate Fund

| Page | Code  | Department And Item                                                                                                                 | From<br>No. Amount | To<br>No. Amount |
|------|-------|-------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------------|
|      | .0007 | General Pay Increase                                                                                                                |                    | \$ 2,815,846     |
| 135  | .0000 | For Personal Services                                                                                                               | \$521,474,607      | 538,951,703      |
|      |       | Finance General--Other<br>Operating Expenses--<br>99/2005                                                                           |                    |                  |
|      | .0006 | Salary Provision<br>(one time payment)                                                                                              |                    | 6,007,750        |
|      | .0007 | General Pay Increase                                                                                                                |                    | 5,741,474        |
| 252  | .0042 | Cost of claims and<br>administration for<br>hospital and medical care<br>provided to eligible<br>employees                          | 76,506,400         | 87,006,400       |
|      | .0052 | Cost of claims and<br>administration for<br>hospital and medical care<br>to eligible annuitants<br>and their eligible<br>dependents | 10,500,000         | 17,400,000       |
| 253  | .0000 | For Personal Services                                                                                                               | 142,390,500        | 171,539,724      |
| 254  | .0955 | Interest on Daily Tender<br>Notes                                                                                                   | 22,686,000         | 16,186,000       |
|      | .0900 | For Specific Purpose--<br>Financial                                                                                                 | 39,586,000         | 33,086,000       |

7/29/88

## UNFINISHED BUSINESS

16965

## Other Funds

| Page | Code  | Department and Item                                                                                                            | From<br>No. Amount | To<br>No. Amount |
|------|-------|--------------------------------------------------------------------------------------------------------------------------------|--------------------|------------------|
|      |       | 512--Note Redemption and<br>Interest Fund, Series D                                                                            |                    |                  |
|      |       | 99-2005                                                                                                                        |                    |                  |
| 358  | .0961 | For Payment of Term Notes                                                                                                      | \$139,179,582      | \$186,219,582    |
|      | .0960 | For Loss in Collection<br>of Taxes                                                                                             | 7,325,241          | 9,801,241        |
|      |       | 200--Water Fund                                                                                                                |                    |                  |
|      |       | Finance General--Other<br>Operating Expenses--<br>99/2005                                                                      |                    |                  |
| 289  | .0954 | For the Prepayment of<br>Principal and Interest on<br>Term Notes to be expended<br>at the direction of the<br>City Comptroller | 2,287,717          | 643,142          |
|      | .0900 | For Specific Purposes--<br>Financial                                                                                           | 33,465,959         | 31,821,384       |
|      | .0003 | For General Pay Increase<br>Including Pay Equity<br>Increases in 1988                                                          |                    | 1,644,575        |
|      | .0000 | For Personal Services                                                                                                          | 12,374,800         | 14,019,375       |
|      |       | 314--Sewer Fund                                                                                                                |                    |                  |
|      |       | Finance General--Other<br>Operating Expenses--<br>99/2005                                                                      |                    |                  |

## Other Funds

| Page | Code  | Department and Item                                                                                                            | From<br>No. Amount | To<br>No. Amount |
|------|-------|--------------------------------------------------------------------------------------------------------------------------------|--------------------|------------------|
| 333  | .0954 | For the Prepayment of<br>Principal and Interest on<br>Term Notes to be expended<br>at the direction of the<br>City Comptroller | \$ 1,200,000       | \$ 497,897       |
|      | .0900 | For Specific Purposes--<br>Financial                                                                                           | 10,866,053         | 10,163,950       |
|      | .0003 | For General Pay Increase<br>Including Pay Equity<br>Increases in 1988                                                          |                    | 702,103          |
|      | .0000 | For Personal Services                                                                                                          | 6,231,100          | 6,933,203        |
| 256  |       | 171--Environmental Control Fund<br>Department of Consumer<br>Services--71-2005                                                 |                    |                  |
|      | .0005 | Salaries and Wages on<br>Payroll                                                                                               | 356,256            | 347,120          |
|      | .0006 | Salary Provision<br>(one time payment)                                                                                         |                    | 7,750            |
|      | .0007 | General Pay Increase                                                                                                           |                    | 1,386            |
| 338  |       | 346--Library Fund--Maintenance<br>and Operation<br>Chicago Public Library--91-2005                                             |                    |                  |
|      | .0005 | Salaries and Wages on<br>Payroll                                                                                               | 22,620,092         | 21,789,323       |
|      | .0006 | Salary Provision<br>(one time payment)                                                                                         |                    | 645,300          |

7/29/88

## UNFINISHED BUSINESS

16967

## Other Funds

| Page | Code  | Department and Item                                                                                                                                           | From<br>No. Amount | To<br>No. Amount |
|------|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------------|
|      | .0007 | General Pay Increase                                                                                                                                          |                    | \$ 185,469       |
|      |       | 610--Midway Airport Fund<br>Department of Aviation<br>Chicago Midway Airport--85-2010                                                                         |                    |                  |
| 361  | .0005 | Salaries and Wages on<br>Payroll                                                                                                                              | 3,931,335          | 3,840,879        |
|      | .0006 | Salary Provision<br>(one time payment)                                                                                                                        |                    | 28,550           |
|      | .0007 | General Pay Increase                                                                                                                                          |                    | 61,906           |
|      |       | 701--Calumet Skyway Toll Bridge<br>Revenue Fund<br>Department of Public Works<br>Bureau of Engineering<br>Operation of Calumet Skyway<br>Toll Bridge--83-2040 |                    |                  |
| 369  | .0005 | Salaries and Wages on<br>Payroll                                                                                                                              | 1,340,428          | 1,296,142        |
|      | .0006 | Salary Provision<br>(one time payment)                                                                                                                        |                    | 31,850           |
|      | .0007 | General Pay Increase                                                                                                                                          |                    | 12,436           |
|      |       | 740--Chicago O'Hare<br>International Airport<br>Revenue Fund<br>Department of Aviation<br>Chicago O'Hare International<br>Airport--85-2015                    |                    |                  |
| 375  | .0005 | Salaries and Wages on<br>Payroll                                                                                                                              | 43,002,749         | 41,955,753       |
|      | .0006 | Salary Provision<br>(one time payment)                                                                                                                        |                    | 404,750          |



## Other Funds

| Page | Code  | Department and Item                                                   | From<br>No. Amount | To<br>No. Amount |
|------|-------|-----------------------------------------------------------------------|--------------------|------------------|
|      | .0007 | General Pay Increase                                                  |                    | \$ 642,246       |
|      |       | 355--Municipal Hotel Operators'<br>Occupation Tax Fund                |                    |                  |
|      |       | Department of Cultural Affairs<br>--23-2005                           |                    |                  |
| 346  | .0005 | Salaries and Wages on<br>Payroll                                      | 1,331,136          | 1,289,958        |
|      | .0006 | Salary Provision<br>(one time payment)                                |                    | 34,650           |
|      | .0007 | General Pay Increase                                                  |                    | 6,528            |
|      |       | 300--Vehicle Tax Fund                                                 |                    |                  |
|      |       | City Clerk--25-2005                                                   |                    |                  |
| 294  | .0005 | Salaries and Wages on Payroll                                         | 1,402,347          | 1,294,815        |
|      | .0006 | Salary Provision<br>(one time payment)                                |                    | 90,757           |
|      | .0007 | General Pay Increase                                                  |                    | 16,775           |
|      |       | Department of Streets and<br>Sanitation<br>Bureau of Streets--81/2015 |                    |                  |
| 298  | .0005 | Salaries and Wages on Payroll                                         | 4,592,586          | 4,192,966        |

7/29/88

## UNFINISHED BUSINESS

16969

## Other Funds

| Page | Code  | Department and Item                                                                                                           | From<br>No. Amount | To<br>No. Amount |
|------|-------|-------------------------------------------------------------------------------------------------------------------------------|--------------------|------------------|
|      | .0006 | Salary Provision<br>(one time payment)                                                                                        |                    | \$ 337,279       |
|      | .0007 | General Pay Increase                                                                                                          |                    | 62,341           |
|      |       | Department of Streets and<br>Sanitation<br>Bureau of Electricity<br>Electrical Maintenance and<br>Operation Division--81/2030 |                    |                  |
| 304  | .0005 | Salaries and Wages on Payroll                                                                                                 | 876,410            | 801,010          |
|      | .0006 | Salary Provision<br>(one time payment)                                                                                        |                    | 63,638           |
|      | .0007 | General Pay Increase                                                                                                          |                    | 11,762           |
|      |       | Department of Streets and<br>Sanitation<br>Bureau of Streets and<br>Sanitation Operations--81/2045                            |                    |                  |
| 305  | .0005 | Salaries and Wages on Payroll                                                                                                 | 1,644,910          | 1,501,650        |
|      | .0006 | Salary Provision<br>(one time payment)                                                                                        |                    | 120,911          |
|      | .0007 | General Pay Increase                                                                                                          |                    | 22,349           |
|      |       | Department of Streets and<br>Sanitation<br>Bureau of Forestry, Parkways<br>and Beautification--81/2060                        |                    |                  |

## Other Funds

| Page | Code  | Department and Item                                                                    | From<br>No. Amount | To<br>No. Amount |
|------|-------|----------------------------------------------------------------------------------------|--------------------|------------------|
| 308  | .0005 | Salaries and Wages on Payroll                                                          | \$ 1,545,412       | \$ 1,409,692     |
|      | .0006 | Salary Provision<br>(one time payment)                                                 |                    | 114,548          |
|      | .0007 | General Pay Increase                                                                   |                    | 21,172           |
|      |       | Department of Public Works<br>Bureau of Engineering--83/2025                           |                    |                  |
| 309  | .0005 | Salaries and Wages on Payroll                                                          | 1,136,371          | 1,104,210        |
|      | .0006 | Salary Provision<br>(one time payment)                                                 |                    | 28,430           |
|      | .0007 | General Pay Increase                                                                   |                    | 3,731            |
|      |       | Department of Public Works<br>Bureau of Traffic Engineering<br>and Operations--83/2045 |                    |                  |
| 311  | .0005 | Salaries and Wages on Payroll                                                          | 6,548,472          | 6,362,930        |
|      | .0006 | Salary Provision<br>(one time payment)                                                 |                    | 156,597          |
|      | .0007 | General Pay Increase                                                                   |                    | 28,945           |
|      |       | Department of Public Works<br>Bureau of Construction<br>Management--83/2063            |                    |                  |
| 311  | .0005 | Salaries and Wages on Payroll                                                          | 1,099,345          | 1,069,659        |

7/29/88

## UNFINISHED BUSINESS

16971

## Other Funds

| Page | Code  | Department and Item                                                                                        | From<br>No. Amount | To<br>No. Amount |
|------|-------|------------------------------------------------------------------------------------------------------------|--------------------|------------------|
|      | .0006 | Salary Provision<br>(one time payment)                                                                     |                    | \$ 25,055        |
|      | .0007 | General Pay Increase                                                                                       |                    | 4,631            |
|      |       | 356--Special Events Fund<br>Department of General Services<br>Bureau of Facilities Management--<br>83/2015 |                    |                  |
| 352  | .0005 | Salaries and Wages on Payroll                                                                              | 152,600            | 151,804          |
|      | .0006 | Salary Provision<br>(one time payment)                                                                     |                    | 650              |
|      | .0007 | General Pay Increase                                                                                       |                    | 146              |

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SUPPLEMENTAL LEVY OF TAXES FOR YEAR 1988 ON ALL  
CITY OF CHICAGO TAXABLE PROPERTY.

On motion of Alderman Natarus, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of July 27, 1988, pages 16015 and 16016, recommending that the City Council pass a proposed ordinance authorizing a supplemental levy of taxes for the year 1988 on all taxable property within the City of Chicago.

Alderman Natarus then moved to substitute for the said proposed ordinance printed in the Journal of Proceedings of July 27, 1988. The clerk called the roll and the motion *to substitute* Prevailed by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Henry, Soliz, Butler, Smith, Davis, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, Levar, Osterman -- 31.

*Nays* -- Aldermen Rush, Tillman, T. Evans, Bloom, Madrzyk, Burke, J. Evans, Garcia, Krystyniak, Gutierrez, Hagopian, Figueroa, Eisendrath, Shiller, Orr, Stone -- 16.

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

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

*Yeas* -- Aldermen Roti, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Henry, Soliz, Butler, Smith, Davis, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, Levar, Osterman -- 30.

*Nays* -- Aldermen Rush, Tillman, T. Evans, Bloom, Madrzyk, Burke, Garcia, Krystyniak, Gutierrez, Hagopian, Figueroa, Eisendrath, Shiller, Orr, Stone -- 15.

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

Alderman Natarus then presented the following motion, which *Prevailed* by a viva voce vote:

"I move that the ordinance authorizing a supplemental appropriation for the year 1988, and the ordinance authorizing a supplemental levy of taxes for the year 1988, be published by the City Clerk in a special pamphlet, no later than August 15, 1988."

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function relating to its government and affairs; and

WHEREAS, On December 16, 1987, the City adopted an ordinance levying taxes on all taxable property in the City of Chicago for the year 1988; and

WHEREAS, The City has recently concluded negotiations with representatives of its annuity and benefit funds concerning continuation of medical coverage for retired City employees; and

WHEREAS, The City has recently concluded negotiations with unions representing various City employees; and

WHEREAS, It is appropriate that the City provide funding for the implementation of these agreements, and for labor agreements that may subsequently be negotiated; and

WHEREAS, The City of Chicago has adopted a supplemental appropriation ordinance for the year 1988, pursuant to its powers granted by the constitution and law of the State of Illinois; and

WHEREAS, It is now appropriate and in the best interest of the City for the City, acting pursuant to its powers granted by the constitution and law of the State of Illinois, to enact a supplemental tax levy ordinance for the year 1988 to become effective as provided herein; now, therefore,

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

SECTION 1. The sum of Forty-nine Million, Five Hundred Sixteen Thousand Dollars (\$49,516,000), ascertained by the City Council as the total amount of supplemental appropriations heretofore made for the enumerated corporate purposes to be provided for by a supplemental tax levy to the tax levy ordinance passed by the City Council on December 16, 1987, is hereby levied for the year 1988 on all property within the City of Chicago subject to taxation. Said supplemental tax levy shall be in addition to the Five Hundred Seventy-two Million Dollars (\$572,000,000) levied for all corporate purposes for the year 1988 on December 16, 1987. The purposes for which the appropriations have been made and the amount appropriated for each purpose, respectively, are hereinafter specified in detail in the manner authorized for the supplemental appropriation ordinance for the year 1988 annexed to and made a part of this ordinance. The amounts of the supplemental appropriations and the supplemental amounts levied for each of said purposes, respectively, are set forth below in separate columns:

Note Redemption And Interest Fund  
Series D -- 512.

| Code  | Department And Item                                                   | Amounts<br>Appropriated | Amounts<br>Levied |
|-------|-----------------------------------------------------------------------|-------------------------|-------------------|
|       | Department of Finance--General<br>Other Operating Expenses<br>99-2005 |                         |                   |
| .0961 | For payment of term notes                                             | \$47,040,000            | \$47,040,000      |
| .0960 | For loss in collection of taxes                                       | 2,476,000               | 2,476,000         |
|       | Total from Note Redemption<br>and Interest Fund, Series D             | \$49,516,000            | \$49,516,000      |

SECTION 2. The City Clerk is directed to file certified copies of this supplemental tax levy ordinance together with the annexed supplemental appropriation ordinance for the year 1988 with the County Clerk of Cook County and the County Clerk of DuPage County.

SECTION 3. This ordinance shall take effect on September 1, 1988.

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AMENDMENT TO 1988 ANNUAL APPROPRIATION  
ORDINANCE, SPECIAL EVENTS FUND 356.

On motion of Alderman Natarus, the City Council took up for consideration the report of the Committee on the Budget and Government Operations deferred and published in the Journal of the Proceedings of July 13, 1988, pages 15120 and 15121, recommending that the City Council pass a proposed ordinance amending the 1988 Annual Appropriation Ordinance, Special Events Fund 356, to increase estimated proceeds from Taste of Chicago.

Alderman Austin moved to substitute for the proposed ordinance printed in the Journal of the Proceedings of July 13, 1988. The motion *Prevailed* by a viva voce vote.

Thereupon, on motion of Alderman Austin, the substitute proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 43.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management of its finances is a matter within the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The Annual Appropriation Ordinance for the Year 1988, as previously amended, is hereby further amended by striking the words and figures indicated and inserting the words and figures indicated, as follows:

Corrections And Revisions Of 1988 Budget Recommendations.

356--Special Events Fund

| Page | Code | Department And Item                                       | Strike<br>No Amount | Insert<br>No Amount |
|------|------|-----------------------------------------------------------|---------------------|---------------------|
|      |      | Cultural Affairs--2005                                    |                     |                     |
| 350  | 9801 | Special Events Projects                                   | \$9,375,000         | \$10,375,000        |
|      |      | Special Events Revenue                                    |                     |                     |
|      |      | Revenue of Year 1988<br>Proceeds from Taste of<br>Chicago | 9,850,000           | 10,850,000          |

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

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*Tabled*-- AMENDMENT OF MUNICIPAL CODE CHAPTER 25.1 BY  
ADDITION OF NEW SECTIONS 25.1-8 THROUGH 25.1-14,  
ESTABLISHING SELECTION/PROMOTION CRITERIA  
FOR NON-EXEMPT POSITIONS.

Alderman T. Evans moved that the City Council take up for immediate consideration a report of the Committee on Finance, deferred and published in the Journal of the Proceedings of July 13, 1988, pages 15059 through 15064, recommending that the City Council do not pass a proposed ordinance amending the Municipal Code Chapter 25.1 by the addition of new Sections 25.1-8 through 25.1-14, to establish a selection/promotion criteria for non-exempt positions.



The motion was lost by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Burke, J. Evans, Garcia, Gutierrez, Butler, Smith, Davis, Figueroa, Eisendrath, Shiller, Osterman, Orr -- 16.

*Nays* -- Aldermen Roti, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Carter, Langford, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Hagopian, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, Levar, Stone -- 29.

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ISSUANCE OF CHICAGO O'HARE INTERNATIONAL AIRPORT SPECIAL  
FACILITY REVENUE BONDS FOR IMPROVEMENT OF TERMINAL  
FACILITIES AND CONSTRUCTION OF NEW AIR  
CARGO FACILITY FOR NORTHWEST  
AIRLINES, INCORPORATED.

On motion of Alderman Natarus, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of Proceedings of July 13, 1988, pages 15045 through 15052, recommending that the City Council pass a proposed ordinance authorizing the issuance of Chicago O'Hare International Airport Special Facility Revenue Bonds for the improvement of terminal facilities and the construction of a new air cargo facility for Northwest Airlines, Incorporated.

Alderman Burke moved to re-refer the said proposed ordinance to the Committee on Finance.

Alderman Natarus moved to *Lay on the Table* Alderman Burke's motion to re-refer. The motion *Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, O'Connor, Natarus, Eisendrath, Levar, Osterman -- 32.

*Nays* -- Aldermen Rush, Tillman, T. Evans, Burke, Gutierrez, Hansen, Orr, Stone -- 8.

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

*Yeas* -- Aldermen Roti, Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Levar, Shiller, Osterman, Orr -- 40.

Nays -- Aldermen Burke, Hansen, Stone -- 3.

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

The following is said ordinance as passed:

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

WHEREAS, The City, as a home rule unit and pursuant to the Constitution, is authorized and empowered to issue its revenue bonds to finance the cost of the design, reconstruction, improvement, expansion and modernization of portions of Terminal 2 and Concourse E and to finance the cost of acquisition, construction and equipping of a new cargo facility (collectively, the "Projects"), for the benefit of Northwest Airlines, Incorporated (the "Airline") at Chicago-O'Hare International Airport (the "Airport"), which is owned and operated by the City; and

WHEREAS, The City is in the process of implementing a major redevelopment of the Airport and as part of such redevelopment the City has entered into an Amended and Restated Airport Use Agreement and Terminal Facilities Lease with the Airline dated as of January 1, 1985, as amended (the "Airport Use Agreement"), and in relation thereto, the City now desires to provide for, among other things, the design, financing, construction and installation of the Projects by the Airline on behalf of the City; and

WHEREAS, The City Council enacted an ordinance on June 5, 1987 (the "Inducement Ordinance") authorizing the execution and delivery of an agreement between the Airline and the City providing for the issuance of the City's special facility revenue bonds for the purpose, among others, of financing costs relating to the design, reconstruction, improvement and modernization of Terminal 2 and Concourse E at the Airport (the "Terminal Project"), and, in addition, of financing costs relating to the design, construction and equipping of a new cargo facility at the Airport for the use of the Airline (the "Cargo Facility Project"); and

WHEREAS, The Airline has requested that the City issue its special facility revenue variable rate demand bonds for the purpose, among others, of financing the cost of the Projects; and

WHEREAS, The Terminal Project will be financed by the issuance of "Chicago-O'Hare International Airport Special Facility Revenue Variable Rate Demand Bonds, Series 1988-A (Northwest Airlines, Incorporated Terminal Project)" (the "Series 1988-A Bonds"), issued pursuant to an Indenture of Trust (the "Series 1988-A Indenture"), from the City to Security Pacific National Trust Company (New York), as Trustee (the "Series 1988-A Bond Trustee"); and

WHEREAS, The City and the Airline will enter into a Special Facility Use Agreement (Terminal Facilities) (the "Terminal Special Facility Use Agreement") in order to provide,

among other things, for the payment by the Airline at certain specified times of such amounts as will be sufficient in the aggregate to enable the City to pay when due the principal or purchase price of and interest on the Series 1988-A Bonds; and

WHEREAS, The Cargo Facility Project will be financed by the issuance of "Chicago-O'Hare International Airport Special Facility Revenue Variable Rate Demand Bonds, Series 1988-B (Northwest Airlines, Inc. Cargo Facility Project)" (the "Series 1988-B Bonds"), issued pursuant to an Indenture of Trust (the "Series 1988-B Indenture") from the City to Security Pacific National Trust Company (New York), as Trustee (the "Series 1988-B Bond Trustee"); and

WHEREAS, The City and the Airline will enter into a Special Facility Use Agreement (Cargo Facility) (the "Cargo Special Facility Use Agreement") in order to provide, among other things, for the payment by the Airline at certain specified times of such amounts as will be sufficient in the aggregate to enable the City to pay when due the principal or purchase price of and interest on the Series 1988-B Bonds; and

WHEREAS, The City and the Underwriters desire to enter into a Bond Purchase Agreement in the form submitted to this meeting (the "Bond Purchase Agreement") pursuant to which the City will sell and the Underwriters will purchase the Series 1988-A Bonds and the Series 1988-B Bonds (collectively, the "Series 1988 Bonds"); and

WHEREAS, There has been prepared and presented to this meeting of the City Council the Preliminary Official Statement of the City (the "Preliminary Official Statement") relating to the Series 1988 Bonds; now, therefore,

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

SECTION 1. Definitions. In addition to the words and terms defined in the preambles to this ordinance, the following words and terms as used in this ordinance shall have the following meanings unless the context or use indicates another or different meaning or intent:

"City Clerk" means the City Clerk of the City or, with respect to attestation or affixing the City Seal, the Deputy City Clerk of the City.

"Final Official Statement" means the Official Statement of the City to be dated the date of the Bond Purchase Agreement, together with all appendices attached thereto, relating to the Series 1988 Bonds.

"Indentures" means, collectively, the Series 1988-A Indenture and the Series 1988-B Indenture.

"Ordinance" means this Ordinance.

"Special Facility Use Agreements" means, collectively, the Terminal Special Facility Use Agreement and the Cargo Special Facility Use Agreement.

"Trustee" means Security Pacific National Trust Company (New York), New York, New York, as Trustee under each of the Indentures, and its successors in trust.

"Underwriters" means Dain Bosworth, Incorporated; Grigsby, Brandford & Co., Inc.; and Van Kampen Merritt, Incorporated; as provided in the Bond Purchase Agreement.

SECTION 2. Authorization Of The Projects. The Projects shall be and are hereby authorized to be financed as described herein. The estimated cost of (1) the design, reconstruction, improvement and modernization of the Projects; (2) the payment of interest on the Series 1988 Bonds; and (3) the expenses of issuing the Series 1988 Bonds will be provided by the issuance of the Series 1988 Bonds. It is hereby found and declared that the construction and financing of the Projects and the use thereof by the Airline, as hereinafter provided, constitute a valid public purpose within the meaning of the Constitution, and that in order to further secure the Series 1988 Bonds, the pledge and assignment by the City under each of the Indentures of certain of its rights under the Special Facility Use Agreements to the Trustee is necessary and proper. The Projects are authorized to be designed, reconstructed, improved and modernized according to the descriptions and in the manner provided in Exhibits "A" and "B" attached to the applicable Special Facility Use Agreement.

SECTION 3. Authorization And Payment Of Series 1988 Bonds. For the purpose of financing the cost of the Terminal Project there are hereby authorized to be issued by the City its Chicago-O'Hare International Airport Special Facility Revenue Variable Rate Demand Bonds, Series 1988-A (Northwest Airlines, Inc. Terminal Project). For the purpose of financing the cost of the Cargo Facility Project there are hereby authorized to be issued by the City its Chicago-O'Hare International Airport Special Facility Revenue Variable Rate Demand Bonds, Series 1988-B (Northwest Airlines, Inc. Cargo Facility Project). The aggregate amount of Series 1988-A Bonds and Series 1988-B Bonds issued by the City shall not exceed \$27,500,000. Each series of Series 1988 Bonds shall be issuable in fully registered form; shall be issued in the denomination authorized in the Indenture related to such series; and shall be dated and numbered as provided in the Indenture related to such series.

Each series of Series 1988 Bonds shall mature no later than June 1, 2038, and shall bear interest at a variable interest rate as more fully set forth in the Indenture related to such series, provided that in no event shall either series of Series 1988 Bonds bear interest at a rate in excess of the lesser of twenty-five percent (25%) per annum or, so long as either series of Series 1988 Bonds is secured by a Letter of Credit (as defined in the related Indenture), the maximum interest rate used in such Letter of Credit (15% in the case of the initial Letter of Credit) for purposes of calculating the stated amount thereof.

The final maturity date of each series of Series 1988 Bonds, the initial interest rate (if any) on each series of Series 1988 Bonds, the principal amount of each series, the aggregate principal amount of the Series 1988 Bonds and the purchase price to be paid for each series of Series 1988 Bonds shall be determined as provided in Section 6 hereof.

Each series of Series 1988 Bonds shall be subject to mandatory and optional redemption prior to maturity upon the terms and conditions set forth in the Indenture related to such series.

The principal of each series of Series 1988 Bonds shall be payable at the principal corporate trust office of the Trustee. Payment of interest on each series of Series 1988 Bonds shall be made to the registered owner thereof and shall be paid by check or other form of draft of the Trustee mailed to the registered owner at his address as it appears on the registration books of the City kept by the Trustee or at such other address as is furnished to the Trustee in writing by such registered owner, or in certain circumstances by wire transfer as further provided in the Indenture related to such series.

Each series of Series 1988 Bonds shall be executed by the Acting Mayor by his facsimile signature and attested by the facsimile signature of the City Clerk, and a facsimile of the corporate seal of the City shall be reproduced thereon.

SECTION 4. Series 1988 Bonds Are Limited Obligations. Each series of Series 1988 Bonds, together with the obligation to pay interest thereon, shall be limited obligations of the City secured solely by a pledge of certain "Special Facility Revenues" (as that term is defined in the Special Facility Use Agreements) derived by the City under the related Special Facility Use Agreement, and by other specified sources pledged under the Indenture related to such series, and shall be a valid claim of the owners thereof only against the funds and other moneys held by the Trustee with respect to such series and such Special Facility Revenues derived from the related Special Facility Use Agreement, which Special Facility Revenues shall be used for no other purposes than to pay the principal and purchase price of and interest on such series of Series 1988 Bonds, except as may be expressly authorized otherwise in the related Special Facility Use Agreement or the related Indenture. Each series of Series 1988 Bonds and the obligation to pay interest thereon are not general obligations of the City and do not now and shall never constitute any indebtedness or a loan of credit of the City, the State of Illinois or any political subdivision of the State of Illinois, or a charge against the general credit or taxing powers of the City, the State of Illinois or any political subdivision of the State of Illinois within the meaning of any constitutional or statutory provisions of the State of Illinois, or otherwise.

SECTION 5. Assignment. As security for the due and punctual payment of the principal and purchase price of and interest on each series of Series 1988 Bonds herein authorized, and as security for the rights of the Bank under the Reimbursement Agreement (as such terms are defined in the related Indentures) to the extent provided in the related Indentures, the City will, in the related Indentures, assign and pledge to the Trustee (i) certain Special Facility Revenues derived by the City under the related Special Facility Use Agreement, and (ii) certain rights and remedies of the City under the related Special Facility Use Agreement to enforce payment thereof.

SECTION 6. Approval Of The Bond Purchase Agreement And Official Statement; Execution And Delivery Of The Bond Purchase Agreement. (a) The form of the Bond Purchase Agreement presented to this meeting is hereby approved in all respects. The Acting Mayor or the City Comptroller of the City is hereby authorized and directed to execute (with the concurrence of the Chairman of the Committee on Finance of the City Council) and deliver a Bond Purchase Agreement in substantially the form of the Bond Purchase Agreement presented to this meeting, together with such changes thereto and completions thereof as may be approved by the Acting Mayor or the City Comptroller, as the case may be, subject to the limitations contained in paragraph (b) of this Section 6, the

execution thereof to constitute conclusive evidence of this City Council's approval of such changes and completions. The sale to the Underwriters of the Series 1988 Bonds pursuant to the terms and conditions of the Bond Purchase Agreement is hereby approved by this City Council.

(b) Authority is hereby delegated to the Acting Mayor or the City Comptroller to determine the aggregate principal amount of the Series 1988 Bonds, the principal amount of each series of Series 1988 Bonds, the initial interest rate (if any) on each series of Series 1988 Bonds, the final maturity date of each series of Series 1988 Bonds and the purchase price of each series of Series 1988 Bonds; provided, however, that (i) the aggregate principal amount of the Series 1988 Bonds shall not exceed \$27,500,000, (ii) the final maturity date of each series of Series 1988 Bonds shall not be later than June 1, 2038, (iii) the initial interest rate (if any) on each series of Series 1988 Bonds shall not be higher than ten percent (10%) per annum, and (iv) the aggregate purchase price for each series of Series 1988 Bonds shall not be less than ninety-seven percent (97%) of the principal amount thereof to be issued.

(c) The form of Preliminary Official Statement of the City with respect to the Series 1988 Bonds presented to this meeting, the distribution thereof to prospective purchasers and the use thereof by the Underwriters in connection with the offering of the Series 1988 Bonds are hereby authorized. The Acting Mayor or City Comptroller are hereby authorized to execute and permit the distribution of the Final Official Statement, in substantially the form of said Preliminary Official Statement, with such changes, omissions, insertions and revisions as the Acting Mayor or the City Comptroller shall deem advisable, and the Acting Mayor or the City Comptroller are authorized to execute and deliver such Final Official Statement to the Underwriters in the name and on behalf of the City.

(d) Pursuant to each of the Indentures, the Acting Mayor shall execute the Series 1988 Bonds on behalf of the City, by facsimile signature, and a facsimile of the corporate seal of the City shall be reproduced on the Series 1988 Bonds and they shall be attested by the facsimile signature of the City Clerk. The Series 1988 Bonds shall upon such execution on behalf of the City be delivered to the Trustee for authentication and thereupon shall be authenticated by the Trustee and shall be delivered pursuant to written order of the City authorizing and directing the delivery of the Series 1988 Bonds to or upon the order of the Underwriters.

(e) Subsequent to the sale of the Series 1988 Bonds, the City Comptroller shall file in the Office of the City Clerk a notification of sale directed to the City Council setting forth (i) the aggregate principal amount of Series 1988 Bonds sold, (ii) the principal amount of each series of Series 1988 Bonds sold, (iii) the initial interest rates (if any) for each series of Series 1988 Bonds, (iv) the final maturity date of each series of Series 1988 Bonds, (v) the purchase price at which each series of Series 1988 Bonds was sold to the Underwriters, and (vi) the compensation paid to the Underwriters in connection with the sale of the Series 1988 Bonds, which notification shall constitute conclusive evidence of the proper exercise of the authority delegated to the Acting Mayor and the City Comptroller pursuant to paragraph (b) of this Section 6. In addition, executed copies of the Indentures, the Special Facility Use Agreements, the Final Official Statement and the Bond Purchase Agreement shall be filed with such notification of sale.

SECTION 7. Execution Of Documents. (a) The Special Facility Use Agreements and the Indentures, in substantially the forms submitted to this meeting, are hereby authorized and approved.

(b) The Acting Mayor or the City Comptroller is hereby authorized to execute the Special Facility Use Agreements and the Indentures for and on behalf of the City, and the City Clerk is hereby authorized, as appropriate, to attest the same and to impress thereon the corporate seal of the City. The Special Facility Use Agreements and the Indentures may contain such changes consistent with the purposes and intent of this Ordinance as shall be approved by the Acting Mayor or the City Comptroller, the execution or acceptance thereof to constitute conclusive evidence of this City Council's approval of any and all changes thereto or revisions thereof; and from and after the execution and delivery of the above-described agreements, the officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such agreements as executed.

(c) No further approval or action of this body shall be necessary or required for the actions, executions and deliveries contemplated in and directed in this Section 7 to be effective, and any such actions, executions and deliveries will constitute the legal and validly binding actions of the City.

SECTION 8. Appointment Of Trustee And Remarketing Agent. Dain Bosworth, Incorporated is hereby appointed Remarketing Agent under each of the Indentures for the purpose of determining the interest rate on each series of Series 1988 Bonds. The appointment of Security Pacific National Trust Company (New York), New York, New York, as Trustee under each Indenture is hereby authorized, approved and confirmed.

SECTION 9. Election To Apply Transition Rule; Allocation Of Volume Cap. (a) By the adoption of this Ordinance, the City hereby elects to apply the provisions of Section 1317(5)(B) of the Tax Reform Act of 1986 to the Series 1988 Bonds.

(b) By the adoption of this Ordinance, the City hereby allocates to the Bonds and the Projects volume cap authorization in accordance with Section 103(n) of the Internal Revenue Code of 1954, as amended, and Section 146 of the Internal Revenue Code of 1986.

SECTION 10. Performance Provisions. The Acting Mayor, the City Comptroller and the City Clerk for and on behalf of the City shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this Ordinance, the execution and delivery of each series of Series 1988 Bonds and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Acting Mayor, the City Comptroller and the City Clerk shall be, and they are hereby, further authorized and directed for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this Ordinance or to evidence said authority, including an appropriate certificate pursuant to Section 148 of the Internal Revenue Code of 1986, as amended, with respect to the Series 1988 Bonds, and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the City under the Special Facility Use

Agreements, the Indentures, the Final Official Statement and the Bond Purchase Agreement and to discharge all of the obligations of the City hereunder and thereunder.

SECTION 11. Designation Of Another To Affix Signature. The Acting Mayor and the City Comptroller may each designate another person to act as their respective proxy and to affix their respective signatures to the Series 1988 Bonds, whether in temporary or definitive form, and any instrument, agreement, certificate or document required to be signed by the Acting Mayor or the City Comptroller pursuant to this Ordinance; in such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Acting Mayor and the City Comptroller, respectively. A written signature of the Acting Mayor or of the City Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Acting Mayor is placed on an instrument, certificate or document at the direction of the Acting Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Acting Mayor in person. When the signature of the City Comptroller is so affixed to an instrument, certificate or document at the direction of the City Comptroller, the same, in all respects, shall be binding on the City as if signed by the City Comptroller in person.

SECTION 12. Severability. It is the intention of this City Council that if any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 13. Captions. The captions or headings of this Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Ordinance.

SECTION 14. Provisions In Conflict Repealed; Publication. All ordinances, resolutions, and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed. This Ordinance shall be made available to the public by the City Clerk, City Hall, Chicago, Illinois. Copies are to be made available in the Office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance.

SECTION 15. Effective Immediately. This Ordinance shall be in full force and effect from and after its adoption.

[Preliminary Official Statement, Bond Purchase Agreement, Indenture of Trust and Special Facility Use Agreements omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]



ISSUANCE OF CHICAGO O'HARE INTERNATIONAL AIRPORT  
SPECIAL FACILITY REVENUE BONDS, SERIES  
1988, FOR FLYING TIGER LINE,  
INCORPORATED PROJECT.

On motion of Alderman Natarus, the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of July 13, 1988, pages 15053 through 15059, recommending that the City Council pass a proposed ordinance authorizing the issuance of Chicago O'Hare International Airport Special Facility Revenue Bonds, Series 1988, for the Flying Tiger Line, Incorporated project.

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

*Yeas* -- Aldermen Roti, Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Levar, Shiller, Osterman, Orr -- 40.

*Nays* -- Aldermen Burke, Hansen, Stone -- 3.

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

The following is said ordinance as passed:

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

WHEREAS, The Issuer, as a home rule unit, is authorized and empowered to issue its revenue bonds to finance the costs of design, construction and equipping of certain facilities at Chicago-O'Hare International Airport ("Airport"); and

WHEREAS, The Mayor of the City of Chicago has previously entered into a Memorandum of Intent with The Flying Tiger Line Inc., a Delaware corporation (the "Company"), whereby the Company agreed to design, construct and equip certain cargo facilities and other related structures and associated site work serving the Company at the Airport (the "Project"); and

WHEREAS, The City Council of the Issuer approved the form of said Memorandum of Intent by ordinance duly adopted on November 20, 1985; and

WHEREAS, The Issuer has entered a Cargo Building Site Lease dated as of September 23, 1987 (the "Lease") with the Company; and

WHEREAS, As a result of negotiations between the Issuer and the Company contracts have been or will be entered into by the Company for the construction of the Project, and it is proposed that the Issuer shall enter into a Special Facility Use Agreement (the "Agreement") with the Company, and the Issuer is willing to issue its airport special facility revenue bonds to finance a portion of the cost of the Project, all as set forth in the Agreement and the hereinafter defined Indenture; and

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of said revenue bonds, will not be more than \$20,000,000; and

WHEREAS, The Project will be of the character and will accomplish the purposes provided by Article VII, Section 1(a) of the Illinois Constitution; and

WHEREAS, The Issuer proposes to sell the airport special facility revenue bonds hereinafter authorized and designated "Chicago-O'Hare International Airport Special Facility Revenue Bonds (The Flying Tiger Line, Incorporated, Project) Series 1988"; now, therefore,

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

*Definitions.*

SECTION 1. The following words and terms as used in this Ordinance shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Act" means the Tax Reform Act of 1986.

"Agreement" means the Special Facility Use Agreement dated as of July 15, 1988, by and between the Issuer and the Company, as from time to time supplemented and amended.

"Bonds" means the Chicago-O'Hare International Airport Special Facility Revenue Bonds (The Flying Tiger Line, Incorporated, Project) Series 1988 of the Issuer, to be issued in the aggregate principal amount not exceeding \$20,000,000, pursuant to the Indenture and this Ordinance.

"Bond Purchase Agreement" means a bond purchase agreement among the Issuer, the Company and the Underwriters.

"Code" means, collectively, the Internal Revenue Code of 1986 and the Internal Revenue Code of 1954, as applicable to the Bonds by virtue of Section 1317(5)(B) of the Act.

"Company" means The Flying Tiger Line, Incorporated, a Delaware corporation, and any surviving, resulting or transferee corporation as permitted by the Agreement.

"Indenture" means the Indenture of Trust dated as of July 15, 1988, from the Issuer to the Trustee, as from time to time supplemented and amended.

"Issuer" means the City of Chicago, Illinois, a municipality and a home rule unit of government under the Constitution and the laws of the State of Illinois, and any successor body to the duties or functions of the Issuer.

"Lease" means the Cargo Building Site Lease, dated as of September 23, 1987, from the Issuer to the Company, as from time to time supplemented and amended.

"Leased Premises" means the Leased Premises as defined in the Agreement.

"Ordinance" means this Ordinance, as from time to time supplemented and amended.

"Project" means the cargo facilities and other related structures, all to be used by the Company at the Airport in the City of Chicago, Illinois, as defined and described in the Agreement and the preambles to this Ordinance.

"Trustee" means LaSalle National Bank, as Trustee under the Indenture and its successors in trust.

"Underwriters" means Drexel Burnham Lambert, Incorporated; Pryor, Govan, Counts & Company, Incorporated; Southwestern Capital Markets, Incorporated, and their respective successors and assigns.

#### *Authorization And Approval Of The Project.*

SECTION 2. In order to promote the general welfare of the City of Chicago, Illinois, and its inhabitants by implementing and carrying out the redevelopment of the Airport, the Project shall be and is hereby approved and authorized to be financed through the issuance of the Bonds described herein. The estimated cost of the construction of the Project is not more than \$20,000,000, which will be provided by the issuance of the Bonds hereinafter authorized. It is hereby found and declared that the financing of the Project and the use thereof by the Company as hereinbefore provided is desirable to accomplish the public purposes described in the preambles hereto, and that in order to secure the Bonds and carry out the Project, the execution and delivery of the Agreement and the Indenture by the parties thereto are necessary and proper.

#### *Authorization And Payment Of Bonds.*

SECTION 3. For the purpose of financing a portion of the cost of the Project there shall be and there are hereby authorized to be issued by the Issuer the Bonds in the aggregate principal amount not to exceed \$20,000,000. The Bonds shall be issued in substantially the form and in the denominations set forth in the Indenture; shall be dated as set forth in the

Indenture; shall be numbered as provided in the Indenture; shall mature in the amounts and on the dates and shall bear interest at the rates per annum (not in excess of 15% per annum), payable on the dates set forth in the Indenture; shall be subject to redemption prior to maturity upon the terms and conditions set forth in the Indenture; and shall be in such form and have the other terms and provisions as are set forth or provided for in the Indenture (as executed and delivered).

The Mayor of the Issuer is hereby authorized, empowered and directed to execute the Bonds by his manual or facsimile signature, the City Clerk of the Issuer is hereby authorized, empowered and directed to attest the Bonds by his manual or facsimile signature and the official seal of the Issuer shall be affixed to or imprinted on the Bonds, all as provided in the Indenture, and the Mayor and the City Clerk shall cause the Bonds, as so executed and attested, to be delivered to the Trustee for authentication.

*Bonds Are Limited Obligations.*

SECTION 4. The Bonds, together with interest thereon, shall be, limited obligations of the Issuer, shall be secured by the Indenture, and shall be payable solely from the revenues and receipts derived from the Agreement (except to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof), and shall be a valid claim of the owners thereof only against the funds and other moneys held by the Trustee and the revenues and receipts derived from the Agreement, which revenues and receipts shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in this Ordinance, in the Indenture or in the Agreement. The Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against the general credit or taxing powers of any of them, within the meaning of any constitutional or statutory provisions, but shall be secured as aforesaid, and are payable solely from the revenues and receipts derived from the Agreement (except as hereinbefore provided). No owner of the bonds shall have the right to compel the taxing power of the Issuer, the State of Illinois or any political subdivision thereof to pay the principal of and interest on the Bonds.

*Agreement.*

SECTION 5. As security for the due and punctual payment of the principal of and interest on the Bonds hereby authorized, the Issuer will assign and pledge to the Trustee certain revenues and receipts derived by the Issuer pursuant to the Agreement, including, but not limited to, certain revenues and receipts derived by the Issuer from persons other than the Company in respect of reletting of the Leased Premises and use and occupancy of the Project under the conditions specified in the Agreement, together with all right, title and interest of the Issuer in and to the Agreement (except Unassigned Rights, as defined in the Indenture), pursuant to the Indenture.

*Sale Of The Bonds; Execution And  
Acceptance Of Documents.*

SECTION 6. (a) The sale of the Bonds to the Underwriters (at a price not less than 94% of the aggregate principal amount of the Bonds, plus accrued interest to the date of delivery) is hereby in all respects authorized and approved by the City Council of the Issuer. The Mayor or the City Comptroller is hereby authorized to execute, with the concurrence of the Chairman of the Committee on Finance, the Bond Purchase Agreement in connection with such sale.

(b) The Agreement, the Bond Purchase Agreement and the Indenture in substantially the same forms in which the same have been presented to the City Council of the Issuer are hereby approved by said City Council, and the Agreement, the Bond Purchase Agreement and the Indenture, in such forms, are in all respects authorized and approved by the City Council of the Issuer.

The Mayor or the Comptroller of the Issuer is hereby authorized, empowered and directed to execute the Agreement and the Indenture for and on behalf of the Issuer, and the City Clerk or the Deputy City Clerk of the Issuer is hereby authorized, empowered and directed to attest the same and to affix thereto the official seal of the Issuer, and the Mayor or the Comptroller and the City Clerk or the Deputy City Clerk of the Issuer are hereby authorized, empowered and directed to deliver the Agreement, the Bond Purchase Agreement and the Indenture, such Agreement, Bond Purchase Agreement and Indenture to be in substantially the forms presented to and approved by the City Council of the Issuer, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Agreement, Bond Purchase Agreement and Indenture presented to and approved by the City Council of the Issuer; subject, however, to the interest rate limitation set forth in Section 3 hereof and the price limitation set forth in Section 6(a) hereof. The Mayor or the Comptroller of the Issuer is authorized and directed to cause the distribution of a Preliminary Official Statement and to execute and deliver a final Official Statement in connection with the Bonds.

*Appointment Of Trustee.*

SECTION 7. The appointment of LaSalle National Bank, as Trustee, Paying Agent and Bond Registrar under the Indenture, is hereby authorized and approved by the City Council of the Issuer.

*Performance Provisions.*

SECTION 8. The Mayor or the Comptroller and the City Clerk or the Deputy City Clerk of the Issuer for and on behalf of the Issuer are, and each of them hereby is, authorized,

empowered and directed to do any and all things necessary to effect the performance of all obligations of the Issuer under and pursuant to this Ordinance and the Indenture, the execution and delivery of the Bonds and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor or the Comptroller and the City Clerk or the Deputy City Clerk of the Issuer are hereby further authorized and directed for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Issuer under the Agreement, the Bond Purchase Agreement and the Indenture and to discharge all of the obligations of the Issuer hereunder and thereunder.

*Severability.*

SECTION 9. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not effect any of the remaining sections, paragraphs, clauses or provisions of this Ordinance.

*Captions.*

SECTION 10. The captions or headings of this Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Ordinance.

*Hearing And Approval.*

SECTION 11. The publication of notice for the public hearing or hearings required under Section 147(f) of the Internal Revenue Code of 1986, in connection with the proposed issuance of the Bonds, is hereby ratified and approved by the City Council of the Issuer. The Finance Committee of such City Council has conducted the public hearing required by said Section 147(f).

*Allocation Under The Act.*

SECTION 12. The City Council of the Issuer hereby allocates to the Bonds, the Project and the Company \$20,000,000 of the Issuer's authority to issue bonds described in Section 1317(5)(B) of the Act, and certifies that such allocation does not exceed the remaining amount available to the Issuer under said Section 1317(5)(B).

*Provisions In Conflict Superseded.*

SECTION 13. To the extent that any ordinances, resolutions, sections of the Municipal Code of Chicago and orders, or parts thereof, are in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. This Ordinance shall be made available to the public by the City Clerk of the Issuer, in appropriate form, upon request, at the office of the City Clerk, City Hall, Chicago, Illinois. Copies are to be made available in the office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance.

SECTION 14. This ordinance shall be in full force and effect immediately upon its passage.

[Bond Purchase Agreement, Indenture of Trust and Special  
Facility Use Agreement omitted for printing  
purposes but on file and available  
for public inspection in  
the Office of the  
City Clerk.]

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ISSUANCE OF GENERAL OBLIGATION TENDER  
NOTES, SERIES 1988D.

On motion of Alderman Natarus, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of July 27, 1988, pages 16017 through 16077, recommending that the City Council pass a proposed ordinance authorizing the issuance of General Obligation Tender Notes, Series 1988D.

Alderman Natarus then moved to substitute for the said proposed ordinance previously printed. The motion *Prevailed* by a viva voce vote.

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

*Yeas* -- Aldermen Roti, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Henry, Soliz, Butler, Smith, Davis, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, Levar, Osterman -- 30.

*Nays* -- Aldermen Rush, Tillman, T. Evans, Bloom, Madrzyk, Burke, Garcia, Krystyniak, Gutierrez, Hagopian, Figueroa, Eisendrath, Shiller, Orr, Stone -- 15.

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

The following is said ordinance as passed:

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

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

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

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

SECTION 1. Finding. The City Council, in accordance with the findings and recommendations of the Committee on Finance of the City Council, hereby finds that all of the recitals contained in the preamble to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

SECTION 2. Definitions. The terms defined in the form of Trust Indenture attached hereto as Exhibit A (the "Indenture") shall, for all purposes of this Ordinance, have the meanings therein specified, unless the context herein clearly requires otherwise.

SECTION 3. Authorization Of Notes. (a) For the purpose of providing moneys to finance current cash requirements of the City, it is hereby declared necessary that the City authorize and issue, and the City hereby authorizes and directs the issuance of, an issue of Notes, entitled to the benefit, protection and security of this Ordinance and the Indenture, in an aggregate principal amount of not to exceed \$50,000,000, payable as to principal and interest from the sources indicated in Section 3(c) of this Ordinance.

The Notes shall be designated by the title "City of Chicago General Obligation Tender Notes, Series 1988D" (the "Notes"). The Notes shall mature on October 31, 1989, and shall be dated, bear interest at such rate or rates (whether fixed to maturity or variable) not to exceed 12% per annum, be subject to payment, redemption and purchase, be of the form and be secured as provided in the Indenture.



(b) Solely to permit the various Notes of any Series issued hereunder to have varying Interest Rate Determination Methods, any Notes issued hereunder may be issued and sold as one or more sub-series, each of which shall be (A) in the principal amount of not less than \$10,000,000, (B) deemed to be a "Series" under this Ordinance and the Indenture only for establishing and maintaining an Interest Rate Determination Method for such Notes and (C) identified by a number following the Series designation from 1 upward (i.e. Series 1988D - 1, etc.).

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

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

SECTION 4. Proceeds of the Notes. The proceeds from the sale of the Notes shall be used to finance the current cash requirements of the City.

SECTION 5. Security for the Notes. Unless the Comptroller shall determine on or before October 1, 1989, that sufficient funds are legally available and will be used to reimburse any Bank appointed pursuant to Section 9 hereof on October 31, 1989, for a drawing or drawings under the Letter of Credit issued by such Bank to pay the principal of and interest on the Notes, or to pay the principal of and interest on the Notes, a tax levy ordinance shall be adopted by the City Council and a certified copy thereof filed with the County Clerks of Cook and DuPage Counties, Illinois, and a certified copy thereof mailed to the Bank, on or before October 31, 1989, such ordinance to levy an amount sufficient to reimburse the Bank pursuant to the terms of the related Reimbursement Agreement on or before October 31, 1990, or to pay the principal of and interest on the Notes if (i) the Bank has failed to honor a proper draw under the Letter of Credit or (ii) the Notes bear interest at a fixed rate to maturity and are not secured by a Letter of Credit. If such reimbursement obligation or payment of principal of and interest on the Notes is thereafter paid from any other funds or revenues of the City prior to the extension date for such levy, such taxes so levied shall be abated. The City Treasurer is hereby ordered and directed to deposit the proceeds of any taxes so levied pursuant to this Section 5 into the Note Fund.

SECTION 6. Sale and Delivery of the Notes. (a) The Notes shall be sold and delivered from time to time as the Comptroller shall determine to a group of underwriters led by Shearson Lehman Hutton, Grigsby Brandford & Co., Inc., and The First National Bank of Chicago (the "Underwriters") subject to the terms and conditions of a contract of purchase related thereto. The compensation paid to the Underwriters in connection with any sale of Notes shall not exceed 0.5% of the principal amount of the Notes being sold. In connection with the offering and delivery of the Notes at separate times, the Comptroller shall be authorized to enter into any additional agreements comparable to any agreement authorized hereunder and described in the Indenture and to deliver any certificates required of the City in connection with such separate sale.

The sale and delivery of all or any portion of the Notes shall be authorized by the Comptroller pursuant to one or more contracts of purchase as described above, which contract or contracts shall be approved by the Chairman of the Committee on Finance of the City Council.

(b) Subsequent to the sale of any Notes, the Comptroller shall file in the office of the City Clerk a notification of sale directed to the City Council setting forth (i) the aggregate principal amount of Notes sold and the Series designation, if any, (ii) the initial Interest Rate Determination Method or Methods for such Notes and the initial interest rates determined within each such Interest Rate Determination Method and (iii) the compensation paid to the Underwriters in connection with such sale. A copy of the Indenture providing for the issuance of the Notes and an executed copy of the contract of purchase and the disclosure document relating to such Notes shall be attached to each such notification of sale.

(c) In connection with any sale of Notes, the Acting Mayor or the Comptroller are hereby authorized to execute and deliver such disclosure documents as they shall deem appropriate on behalf of the City, which disclosure documents shall be in substantially the forms previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Notes and to accurately describe the current condition of the City and the parties to the financing.

(d) The Registrar shall be authorized to authenticate and deliver the Notes upon telephonic authorization, to be confirmed in writing, from the Comptroller evidencing that all conditions precedent to the issuance of such Notes have been satisfied.

SECTION 7. Appointment of Trustee, Registrar and Paying Agent; Authorization of Indenture. The City hereby authorizes the Comptroller to appoint the Trustee, the Registrar and the Paying Agent for the purposes and upon the express terms and conditions set forth in the Indenture. The acceptance of the Trustee, the Paying Agent and the Registrar shall be evidenced by their execution of the Indenture. The Acting Mayor or the Comptroller are hereby authorized to execute an Indenture in connection with each issuance and delivery of the Notes, each such Indenture to be in the form of Exhibit "A" attached hereto, but with such revisions in text as the Comptroller shall determine are necessary or desirable in connection with the sale of any such Notes. The final form of each such Indenture shall be executed on behalf of the City by the Acting Mayor or the Comptroller, under the seal of the City, affixed and attested by the City Clerk or Deputy City Clerk.

SECTION 8. Remarketing Agent. The City hereby authorizes the Comptroller to appoint the Remarketing Agent and to execute and deliver a Remarketing Agreement in connection with the issuance of the Notes. The annual fee paid to any Remarketing Agent pursuant to any Remarketing Agreement shall not exceed .25% of the average principal amount of Notes covered by such Remarketing Agreement outstanding during such annual period.

SECTION 9. The Bank. The City hereby authorizes the Comptroller to obtain a Letter of Credit for the Notes if determined by the Comptroller to be desirable in connection with the marketing and remarketing of the Notes; provided, however, that any Notes bearing interest at other than a fixed rate to maturity shall be secured by a Letter of Credit. The Comptroller is hereby further authorized to (i) appoint the Bank to issue such Letter of Credit; (ii) execute and deliver a Reimbursement Agreement relating to any Notes so secured and (iii) execute and deliver a Letter of Credit Note in connection with the execution and delivery of any such Reimbursement Agreement. The annual fee paid to any Bank for the provision of a Letter of Credit shall not exceed .25% of the amount available to be drawn under such Letter of Credit.

Any Letter of Credit Note shall be a direct and general obligation of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources. The Letter of Credit Note shall be payable, both principal and interest, from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose. Any Letter of Credit Note shall bear interest at a rate not exceeding 25% per annum.

In appointing the Bank pursuant to this Section 9, the Comptroller must select a banking corporation or association that will cause the Notes to bear one of the two highest short-term ratings available from Moody's and S. & P. or one of them in the event that the Notes are not to be rated by both.

SECTION 10. Note Insurance. The Comptroller is hereby authorized to obtain a policy of note insurance if it is determined by him to be desirable in connection with the marketing and remarketing of the Notes.

SECTION 11. Appropriations. The City shall appropriate amounts sufficient to (a) reimburse any Bank appointed pursuant to the provisions of Section 9 hereof at the times and in the amounts as provided in the related Reimbursement Agreement, (b) pay the principal of and interest on the Notes if the Bank has failed to honor a proper draw under the Letter of Credit or the Notes bear interest at a fixed rate to maturity and no Bank has been so appointed and (c) pay the fees and expenses of the Trustee, Paying Agent, Remarketing Agent and Registrar in a timely manner, and the City hereby covenants to take timely action as required by law to carry out the provisions of this Section, but, if for any such year it fails to do so, this Ordinance shall constitute a continuing appropriation ordinance of such amounts without any further action on the part of the City Council.

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

SECTION 12. Counterparts. This Ordinance may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Ordinance.

SECTION 13. Repealer. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of the City of Chicago, or part thereof, is in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 14. Publication. This Ordinance shall be published by the City Clerk, by causing to be printed in special pamphlet form at least 100 copies hereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance, and this Ordinance shall be in full force and effect from and after its adoption, approval and publication.

Exhibit "A" attached to this ordinance reads as follows:

*Exhibit "A".*

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City Of Chicago, Illinois

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As Trustee

And

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As Paying Agent

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Trust Indenture

Dated As Of \_\_\_\_\_ 1, 1988

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Securing  
General Obligation Tender Notes  
Series 1988D

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This Trust Indenture dated as of \_\_\_\_\_ 1, 1988 between the City of Chicago, Illinois (the "City"), a municipal corporation and home rule unit organized and existing under the laws of Illinois, located in Cook and DuPage Counties, Illinois and \_\_\_\_\_, a \_\_\_\_\_ banking \_\_\_\_\_, having its principal corporate trust office in Chicago, Illinois, as trustee (said corporation, and any successor or successors as trustee hereunder, being herein referred to as the "Trustee") and \_\_\_\_\_, as paying agent (said corporation, and any successor or successors as paying agent hereunder, being herein referred to as "Paying Agent");

*Witnesseth:*

Whereas, by virtue of Article VII of the Illinois Constitution of 1970 and pursuant to an ordinance duly adopted by the City Council of the City on \_\_\_\_\_, 1988, the City is authorized to enter into this Indenture and to do or cause to be done all the acts and things herein provided or required to be done; and

Whereas, the execution and delivery of this Indenture have been in all respects duly and validly authorized by the City Council; and

Whereas, in order to provide the funds needed to finance current cash requirements of the City, the City has duly authorized the issuance and sale of its General Obligation Tender Notes, Series 1988D (the "Notes"); and

Whereas, in furtherance thereof, the City and \_\_\_\_\_ (the "Remarketing Agent") have entered into a Remarketing Agreement, dated as of \_\_\_\_\_ 1, 1988 (the "Remarketing Agreement"), pursuant to which the Remarketing Agent will arrange for the purchase of Notes tendered for purchase by Noteholders and attempt to remarket said tendered Notes on behalf of the City; and

Whereas, when the Paying Agent is performing its duties as tender agent hereunder with regard to a purchase of Notes, the Paying Agent shall perform such duties as tender agent as the agent of the Noteholders; and

Whereas, the Notes are to be additionally entitled to the benefits of an irrevocable Letter of Credit issued to the Paying Agent (the "Letter of Credit") by \_\_\_\_\_ (in such capacity herein referred to as the "Bank"), for the account of the City, pursuant to the terms hereof and the Reimbursement Agreement, dated as of \_\_\_\_\_ 1, 1988 (the "Reimbursement Agreement"), between the Bank and the City; and

Whereas, original executed copies of the Letter of Credit, Reimbursement Agreement and the Remarketing Agreement have been delivered to and are on file in the Trustee's office; and

Whereas, the execution and delivery of the Notes and of this Indenture have in all respects been duly authorized and all things necessary to make such Notes, when executed by the City and authenticated by the Trustee or the Paying Agent, the valid and binding

legal obligations of the City and to make this Indenture a valid and binding agreement, have been done;

Now, Therefore, This Indenture Witnesseth, that to secure all Notes issued and Outstanding under this Indenture, the payment of the principal or redemption price thereof and interest thereon, the rights of the Noteholders and the performance and observance of all of the covenants contained in the Notes and herein, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Notes by the Noteholders, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and of the acceptance by the Paying Agent of the duties hereby imposed upon the Paying Agent, and intending to be legally bound hereby, the City does hereby sell, assign, transfer, set over and pledge unto the Trustee, its successors in trust and its assigns forever, and grant to the Trustee, its successors in trust and its assigns forever a security interest in any moneys, revenues, receipts, income, assets or funds of the City legally available for such purposes, all to the extent provided in this Indenture.

This Trust Indenture Further Witnesseth, that to provide for the security of the obligations of the City arising under the Reimbursement Agreement (as hereinafter defined) the City does hereby sell, assign, transfer, set over and pledge unto the Trustee, its successors in trust and its assigns, for the benefit of the Bank a security interest in any moneys, revenues, receipts, income, assets or funds of the City legally available for such purposes, all to the extent provided in this Indenture.

To Have And To Hold the same and any other revenues, property, contracts or contract rights, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien and security interest created by this Indenture.

In Trust Nevertheless, first, for the equal and ratable benefit and security of all present and future Noteholders of Notes issued and to be issued under this Indenture, without preference, priority or distinction (except as otherwise specifically provided herein) of any one Note over any other Note and thereafter for the benefit of the Bank.

Provided, However, that if the City, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of, and premium, if any, and interest on the Notes due or to become due thereon, at the times and in the manner set forth in the Notes according to the true intent and meaning thereof, and shall cause the payments to be made on the Notes as required under Article II hereof, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon, and shall well and truly cause to be kept, performed, and observed all of its covenants and conditions pursuant to the terms of this Indenture, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof and shall pay or cause to be paid the obligations under the Reimbursement Agreement and cause the Trustee to surrender the Letter of Credit to the Bank, then upon the final payment thereof this Indenture and the rights hereby granted shall cease, determine, and be void; otherwise this Indenture shall remain in full force and effect.

*Article I.**Definitions.*

Section 1.01 Definitions. The terms defined in this section shall, for all purposes of this Indenture, have the meanings herein specified, unless the context clearly requires otherwise:

"Alternate Letter of Credit" means an irrevocable letter, or letters, of credit delivered in accordance with Section 5.05(c) hereof. Any Alternate Letter of Credit shall be an irrevocable letter of credit, other than the Letter of Credit issued by the Bank and delivered to the Paying Agent concurrently with the original issuance of the Notes, issued by a commercial bank, the terms of which shall in all material respects be the same as the Letter of Credit, except as to the identity of the Bank. Any Alternate Letter of Credit shall expire not earlier than the Letter of Credit being replaced thereby. On or prior to the date of the delivery of an Alternate Letter of Credit to the Paying Agent, the City shall have obtained (i) written evidence from Moody's, if the Notes are rated by Moody's, and S.&P., if the Notes are rated by S.&P., in each case to the effect that such rating agency has reviewed the proposed Alternate Letter of Credit and that the substitution of the proposed Alternate Letter of Credit for the Letter of Credit will not, by itself, result in a reduction or withdrawal of its ratings on the Notes from those which then prevail, and (ii) an opinion of counsel to the issuer of the Alternate Letter of Credit to the effect that the Alternate Letter of Credit is a valid and binding obligation of such Bank. The Paying Agent may conclusively rely upon a certificate of the Comptroller that the Alternate Letter of Credit is in conformity with the requirements of this Indenture.

"Bank" means, initially, \_\_\_\_\_, in its capacity as issuer of the Letter of Credit, its successors in such capacity and its assigns and, if an Alternate Letter of Credit has been issued in accordance with Section 5.05(c) hereof, "Bank" shall mean the issuer of such Letter of Credit or Alternate Letter of Credit in its capacity issuing such Letter of Credit or Alternate Letter of Credit, its successors in such capacity and its assigns. "Principal Office" of the Bank shall mean the principal office from time to time of the Bank.

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

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

"City" means the City of Chicago, Illinois.

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

"Commercial Paper Rate" means, with respect to any Note, the interest rate for such Note set under Section 2.02(b).



"Commercial Paper Rate Period" means, with respect to any Note, the period (which may be from 1 day to 180 days) determined as provided in Section 2.02(b).

"Comptroller" means the duly designated Comptroller, any Deputy Comptroller of the City and any person at the time designated to act on behalf of the Comptroller by written certificate furnished by the duly designated Comptroller to the Trustee, the Paying Agent, the Remarketing Agent and the Bank and filed with the City Clerk of the City. Such certificate may designate one or more alternates.

"Custody Account" means that account established on behalf of the Bank with the Paying Agent into which account shall be deposited certain Notes provided in Article V hereof.

"Daily Rate" means an interest rate on the Notes set under Section 2.02(a).

"Determination Date" is defined in Section 2.02(c).

"Event of Default" means any of the events stated in Section 7.01(a) hereof.

"Fixed Rate" means an interest rate on the Notes set under Section 2.02(c).

"Fixed Rate Period" is defined in Section 2.02(c).

"Indenture" means this Trust Indenture as amended or supplemented at the time in question.

"Interest Payment Date" is defined in the form of Note attached hereto as Exhibit "A".

"Interest Period" is defined in the form of Note attached hereto as Exhibit "A".

"Interest Rate" means the rate or rates established from time to time for the Notes pursuant to Section 2.02 hereof.

"Interest Rate Determination Method" means the method pursuant to which the Interest Rate is determined from time to time. An Interest Rate Determination Method may be for a Daily Rate, a Commercial Paper Rate or a Fixed Rate.

"Letter of Credit" means the irrevocable letter, or letters of credit issued by the Bank contemporaneously with the original issuance of the Notes or any Series of Notes, except that upon the issuance and delivery of an Alternate Letter of Credit in accordance with Section 5.05(c) hereof, "Letter of Credit" shall mean such Alternate Letter of Credit. Each Series of Notes may be secured by a different Letter of Credit issued by the Bank or by a Letter of Credit issued by a different Bank, all as designated by the City pursuant to the terms of this Indenture. Any reference to Letter of Credit herein shall be deemed to refer to the Letter of Credit related to such Series of Notes, unless the context shall clearly indicate otherwise. The Paying Agent may conclusively rely upon a certificate of the Comptroller that the Letter of Credit is in conformity with the requirements of this Indenture.

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

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

"Notes" means the General Obligation Tender Notes, Series 1988D, of the City, issued pursuant to this Indenture, as more fully described in Article II hereof.

"Note Fund" means the fund created by Section 5.01 hereof.

"Noteholder" means the person in whose name any Note is registered. The Trustee, the Paying Agent, the Remarketing Agent and the Bank may be Noteholders.

"Notice by Mail" or "notice" of any action or condition "by Mail" shall mean a written notice meeting the requirements of this Indenture mailed by first class mail to the Noteholders, at the addresses shown in the registration books maintained pursuant to Section 2.10 hereof.

"Ordinance" means the ordinance adopted by the City Council of the City on \_\_\_\_\_, 1988, authorizing the issuance of the Notes, pursuant to which this Indenture is being executed and delivered.

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

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

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

(b) those matured or redeemed Notes which have not been presented for payment in accordance with the provisions of this Indenture; and

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

"Paying Agent" means, initially, \_\_\_\_\_, New York, New York, or any other or successor paying agent appointed in accordance with Section 8.20 hereof. If the Trustee is the Paying Agent, "Principal Office" of the Paying Agent means the principal corporate trust office of the Trustee. If the Trustee is not the Paying Agent, then "Principal Office" shall mean the address given by the Paying Agent in writing to the City, the Trustee, the Bank and the Remarketing Agent.

"Principal Office" means, (i) with respect to the Bank, the Paying Agent, the Remarketing Agent and the Trustee, the Principal Offices described in the definitions of

such terms and (ii) with respect to any other entity, the principal office of such entity designated in writing by such entity to the Trustee and the Paying Agent.

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

"Record Date" is defined in the form of Note attached hereto as Exhibit "A".

"Registrar" means the Paying Agent acting in the capacity of registrar under this Indenture, its successors and their assigns.

"Reimbursement Agreement" means the agreement or agreements between the City and the Bank, pursuant to which the related Letter of Credit is issued by the Bank and delivered to the Paying Agent, and initially shall mean the reimbursement agreement or agreements executed and delivered contemporaneously with the original issuance of the Notes or any Series of Notes, and any and all modifications, alterations, amendments and supplements thereto. Any reference to Reimbursement Agreement herein shall be deemed to refer to the Reimbursement Agreement related to the applicable Series of Notes, unless the context shall clearly indicate otherwise.

"Remarketing Agent" shall mean, initially, \_\_\_\_\_, or any other remarketing agent appointed in accordance with Section 8.28 hereof. "Principal Office" of the Remarketing Agent means the address given by the Remarketing Agent in writing to the City, the Trustee, the Paying Agent and the Bank.

"Remarketing Agreement" means the agreement or agreements between the City and the Remarketing Agent entered into pursuant to Section 8.28 of this Indenture, and any and all modifications, alterations, amendments and supplements thereto. Any reference to Remarketing Agreement herein shall be deemed to refer to the Remarketing Agreement related to such Series of Notes, unless the context shall clearly indicate otherwise.

"Series" shall have the meaning assigned to such term in Section 2.01(c) hereof.

"Service Fund" means the fund created pursuant to Section 5.06 hereof, and held and administered by the Paying Agent.

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

"State" means the State of Illinois.

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

"Supplemental Indenture" shall mean any indenture modifying, altering, amending, supplementing or confirming this Indenture for any purpose, in accordance with the terms hereof.

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

"Trustee" shall mean \_\_\_\_\_, as trustee under this Indenture, its successors in trust and their assigns. "Principal Office" of the Trustee shall mean the principal corporate trust office of the Trustee, which office at the date of this Indenture is located at 311 West Monroe Street, Chicago, Illinois 60690.

Section 1.02 Construction. This Indenture, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- (a) Definitions include both singular and plural.
- (b) Pronouns include both singular and plural and cover all genders.
- (c) Any percentage of Notes, for the purposes of this Indenture, shall be computed on the basis of the Notes Outstanding at the time the computation is made or is required to be made hereunder.
- (d) Headings of sections herein are solely for the convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

## *Article II.*

### *The Notes.*

#### Section 2.01 Authorization Of Notes.

(a) Upon the execution and delivery hereof, the City shall execute the Notes and deliver them to the Paying Agent for authentication. At the direction of the City, the Paying Agent shall authenticate the Notes and deliver them to the purchasers thereof. The Notes shall be designated by the title "City of Chicago General Obligation Tender Notes, Series 1988D" (the "Notes"). The Notes shall be dated as provided in Section 2.06(b) hereof.

(b) The Notes shall be issued for the purpose of financing the current cash requirements of the City, shall be in an aggregate principal amount of not to exceed \$ \_\_\_\_\_ shall mature on October 31, 1989, and shall bear interest at such rate or rates not to exceed 12% per annum, and be subject to prior redemption upon the terms and conditions as hereinafter set forth.

(c) In order to permit the various Notes to have varying Interest Rate Determination Methods, the Notes are being issued and sold as several sub-series, which are in the principal amounts and are designated as provided in Exhibit "B" attached hereto and made a part hereof. Each such sub-series shall be deemed to be a "Series" under this Indenture only for establishing and maintaining an Interest Rate Determination Method for the Notes of such sub-series.

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

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

(f) The total principal amount of Notes that may be Outstanding under this Indenture is expressly limited to that authorized by Section 2.01(b) hereof.

#### Section 2.02 Interest Rate Determination Methods For The Notes.

(a) Daily Rate. When interest on any Series of the Notes is payable at a Daily Rate, the Comptroller will set a Daily Rate as provided in this Section 2.02(a). Each Daily Rate will be the rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell the Notes of such Series on the day for which the rate is set at 100% of their principal amount plus accrued interest, if any. The Comptroller shall set a Daily Rate for any Series of Notes bearing interest at a Daily Rate on the first Business Day on which such Series of Notes bears interest at a Daily Rate, which Daily Rate shall be in effect on such Business Day and shall remain in effect until a new Daily Rate is determined and established by the Comptroller. Immediately after the determination of a new Daily Rate, but not earlier than 1:00 P.M. on the Business Day next preceding the Business Day on which such new Daily Rate is to become effective, nor later than 9:00 A.M. on the Business Day on which such new Daily Rate is to become effective, the Comptroller shall give telephonic, telex or telegraphic notice thereof, which if given by telephone shall be promptly confirmed in writing, to the Paying Agent, the Trustee, the Remarketing Agent and the Bank.

The Daily Rate for any non-Business Day upon the commencement of a period during which the Notes of such Series bear interest at a Daily Rate, will be the rate established on the first Business Day after the date of such commencement.

If for any reason a court holds that the Daily Rate set for any day is invalid or unenforceable, then on the first such Business Day and each Business Day thereafter and until the Comptroller is able to again set a valid and enforceable Daily Rate and resumes determination of the Daily Rate, the Daily Rate on each Business Day shall be a rate per annum equal to 70% of the 30-day dealer taxable commercial paper rate as published by the Federal Reserve Bank of New York on such Business Day for the next preceding Business Day.

#### (b) Commercial Paper Rate.

(i) Determination of Commercial Paper Rate. The Commercial Paper Rate and the Commercial Paper Rate Period for each Note of a Series bearing interest at a Commercial Paper Rate will be determined by the Comptroller, unless the Comptroller's direction pursuant to Section 2.03(a) requires the Remarketing Agent to make such determinations, in which event the Remarketing Agent shall make such determinations

as provided herein, on the Business Day preceding the first Business Day of each Commercial Paper Rate Period applicable to such Note. Each Commercial Paper Rate will be the rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell such Note on such date at 100% of its principal amount. The Notes of any Series may have different Commercial Paper Rate Periods and different Commercial Paper Rates. Interest on any Note bearing interest at a Commercial Paper Rate will accrue from the first day of the applicable Commercial Paper Rate Period to, but excluding, the last day of such Period.

If for any reason the Comptroller or the Remarketing Agent does not set a Commercial Paper Rate or the duration of the Commercial Paper Rate Period for any Commercial Paper Rate Period which immediately follows a Commercial Paper Rate Period, a Commercial Paper Rate Period of the same duration and the same Commercial Paper Rate as the Commercial Paper Rate Period then ending will follow. If for any reason the Comptroller or the Remarketing Agent does not set a Commercial Paper Rate or the duration of the Commercial Paper Rate Period for any Commercial Paper Rate Period following a Daily Rate, or a court holds that a Commercial Paper Rate or the duration of any Commercial Paper Rate Period is invalid or unenforceable, then a 30-day Commercial Paper Rate for any such Note will follow, and the Commercial Paper Rate for such Note for such Commercial Paper Rate Period shall be that annual rate of interest equal to 70% of the interest rate applicable to 90-day United States Treasury bills determined on the basis of the average per annum discount rate at which such 90-day Treasury bill shall have been sold at the most recent Treasury auction within the preceding 30 days.

(ii) Determination of Commercial Paper Rate Periods. While the Notes of any Series bear interest at a Commercial Paper Rate, the length of each Commercial Paper Rate Period (which may be from one to 180 days) for each Note of such Series shall be determined by the Comptroller based upon the Comptroller's judgment that such length will be beneficial to the market for, or the relative yield of, such Note based upon the factors set forth in Section 2.03(b), unless the Comptroller's direction requires the Remarketing Agent to make such determinations, in which event the Remarketing Agent shall make such determinations as described above. In all cases, the party making the determination as to the Commercial Paper Rate for any Note shall also make the determination as to the length of the Commercial Paper Rate Period for such Note. The last day of any Commercial Paper Rate Period for the Notes of any Series shall be a Business Day or the maturity date for the Notes of such Series.

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

(c) Fixed Rate. The Comptroller will set a Fixed Rate for any Series of Notes on a date (the "Determination Date") no fewer than 7 nor more than 15 Business Days before the beginning of the period (the "Fixed Rate Period") in which interest on the Notes of any Series will be payable at a Fixed Rate to the maturity of such Series of Notes. The Fixed

Rate for any Series will be the rate necessary (as determined by the Comptroller on the Determination Date) for the Remarketing Agent to sell the Notes of such Series on the first day of the Fixed Rate Period at 100% of their principal amount plus accrued interest, if any.

If any condition to a change in the Interest Rate Determination Method to the Fixed Rate for any Series of Notes shall not have been satisfied on the first day of the proposed Fixed Rate Period, such change shall not be effective, and such Notes shall bear interest at the Daily Rate commencing on the day that was to be the first day of the proposed Fixed Rate Period and lasting until another Interest Rate Determination Method is validly designated for such Notes hereunder. In such event, the Paying Agent shall give telephonic (subsequently confirmed in writing) or telegraphic notice to each Noteholder that had delivered an election to retain its Notes upon the change to a Fixed Rate that the Notes of such Noteholder are deemed tendered and shall be presented to the Paying Agent for payment of the purchase price thereof.

#### Section 2.03 Changes In Interest Rate Determination Method.

(a) Changes Directed by the City. The City may, acting through the Comptroller, change the Interest Rate Determination Method for the Notes of any Series by notifying the Paying Agent, Bank and Remarketing Agent at least 20 days prior to the proposed effective date of such change, which effective date must be an Interest Payment Date and shall not be before the end of any effective Commercial Paper Rate Period for the Notes of such Series. Such notice shall contain (i) the effective date, (ii) the proposed Interest Rate Determination Method, (iii) if the change is to a Short Term Rate, the date or dates, if any, upon which the determinations required pursuant to paragraph (b) below are to be made and whether or not such determinations are to be made by the Remarketing Agent, (iv) if the change is to a Commercial Paper Rate, whether the Commercial Paper Rates and the length of the Commercial Paper Rate Periods will be set by the Comptroller or the Remarketing Agent, and (v) if the change is to a Fixed Rate, the Determination Date. The notice must be accompanied by an Opinion of Bond Counsel stating that the change is not prohibited by the laws of the State or this Indenture and will not adversely affect the exemption of interest on the Notes from federal income taxation. If the Comptroller's notice complies with this paragraph, the interest rate on the Notes of such Series will be payable at the new rate on the effective date specified in the notice until there is another change as provided in this Section.

The Comptroller, upon delivering the Opinion of Bond Counsel referred to in the preceding paragraph, may (1) make the determinations regarding the Interest Rate Determination Method for any Series of Notes pursuant to paragraph (b) below or to cease to make such determinations for a specific or an indefinite period of time, (2) while the Notes of any Series bear interest at a Commercial Paper Rate, require the Remarketing Agent to set each Commercial Paper Rate and the length of each Commercial Paper Rate Period pursuant to Section 2.02(b) or to cease to do so for a specific or an indefinite period of time or (3) override a determination regarding the Interest Rate Determination Method for any Series of Notes made by the Remarketing Agent pursuant to paragraph (b) below, provided that notice of a change in the Interest Rate Determination Method pursuant to Section 2.03(d) has not yet been given.

(b) Changes Directed by the Remarketing Agent. When directed to do so pursuant to Section 2.03(a) hereof, the Remarketing Agent shall consider whether the Interest Rate Determination Method for any Series of the Notes should be changed to a different Short Term Rate because in the Remarketing Agent's judgment, conversion to a different Short Term Rate will be beneficial to the market for, or the relative yield of, such Series of Notes. If a change is to be made, the Remarketing Agent will promptly so notify the Paying Agent, the City and the Bank and will specify the effective date of the change, which effective date must be an Interest Payment Date and shall not be before the end of any effective Commercial Paper Rate Period for the Notes of such Series. For purposes of this Section 2.03(b), the Remarketing Agent's determination that a different Short Term Rate will be "beneficial to the market for, or relative yield of, such Series of Notes" shall be based upon (i) the performance of such Series of Notes, measured by market supply and demand and yield, relative to other securities which bear interest at the current rate or the other Short Term Rate or which, in the judgment of the Remarketing Agent, are otherwise comparable to such Series of Notes, or (ii) any fact or circumstance relating to such Series of Notes or affecting the market for such Series of Notes or affecting such other comparable securities in a manner which, in the judgment of the Remarketing Agent will affect the market for such Series of Notes, which in any event leads the Remarketing Agent to conclude that such Series of Notes should bear interest at the Short Term Rate specified in such notice. As used in this Section 2.03(b), "beneficial" means beneficial to the City. The Remarketing Agent may use or not use any inputs and resources it deems appropriate, which may but need not include conversations with the City, and will make its decision based solely upon its judgment. On the effective date specified in such notice, unless a different determination shall have been made by the Remarketing Agent hereunder or by the City pursuant to paragraph (a) above, the Notes of such Series shall bear interest at the Short Term Rate specified in such notice. The notice must be accompanied by an Opinion of Bond Counsel stating that the change will not adversely affect the exemption of interest on the Notes from federal income taxation.

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

(c) Limitations on Changes in Interest Rate Determination Method. Any change in the method of determining interest on the Notes of any Series pursuant to either Section 2.03(a) or (b) above must comply with the following:

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

(ii) if a Daily Rate is then in effect, the effective date of any change must be the first Business Day of a month; and



(iii) no change shall be made in the Interest Rate Determination Method at the direction of the City pursuant to Section 2.03(a) or at the direction of the Remarketing Agent pursuant to Section 2.03(b) hereof if the Paying Agent shall receive written notice prior to such change that the Opinion of Bond Counsel required under Section 2.03(a) or Section 2.03(b), as the case may be, has been withdrawn. If the Paying Agent shall have sent any notice to the Noteholders regarding a change in rate under Section 2.03(d) then in the event of such withdrawal of opinion, the Paying Agent shall promptly notify all Noteholders of such withdrawal.

(d) Notice to Noteholders of Change in Interest Rate Determination Method. When a change in the Interest Rate Determination Method is to be made as to any Series of Notes, the Paying Agent will notify the Noteholders of such Series by first class mail at least 15 but not more than 60 days before the effective date of the change. The notice will be accompanied by the Opinion of Bond Counsel required by Section 2.03(a) or Section 2.03(b), as the case may be. The notice will state:

( i) that the Interest Rate Determination Method will be changed and what the new method will be;

( ii) the effective date of the new rate;

(iii) a description of the new Interest Rate Determination Method that the Remarketing Agent will provide each new rate (and Commercial Paper Rate Period when applicable) upon request and describing how to make such request;

( iv) the Interest Payment Dates and Record Dates in the new period;

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

( vi) that the Notes of such Series will be subject to mandatory tender for purchase on the effective date of the change as provided in the Notes, that the owner may elect to retain his Note, subject to the right of the City to purchase such Note for cancellation, and the manner in which such retention may be effected.

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

( i) the Determination Date;

( ii) that the Remarketing Agent will provide the Fixed Rate upon request and describing how to make such request;

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

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

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

(vi) that the Notes are not subject to optional redemption during the Fixed Rate Period; and

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

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

(i) that during the Commercial Paper Rate Period there will be no right to tender the Notes of such Series at the option of the owner thereof;

(ii) that the Notes are not subject to optional redemption during the Commercial Paper Rate Period; and

(iii) that on the last day of each Commercial Paper Rate Period for each Note, each such Note will be subject to mandatory tender for purchase without further notice, but that a Noteholder may elect to retain his Note, subject to the right of the City to purchase such Note for cancellation, and the manner in which such retention may be effected.

The form of each notice provided for in this Section 2.03(d) shall be furnished to the Paying Agent by the Trustee.

Section 2.04 Calculation of Interest Due on Notes. The Paying Agent will compute the amount of interest payable on the Notes from the interest rates supplied to the Paying Agent by the person setting them and will confirm such amounts when computed with the Trustee and the Remarketing Agent. The Remarketing Agent shall promptly advise the Paying Agent by telephone, promptly confirmed in writing, upon request, of any interest rate set by the Comptroller or Remarketing Agent. Using the rates supplied by this notice, the Paying Agent will calculate the interest payable on the Notes. The Remarketing Agent will inform the Comptroller and Bank orally at the request of any of them of any interest rate set by the Comptroller or the Remarketing Agent. The Comptroller will inform the Remarketing Agent of any interest rate set by the Comptroller by telephone (promptly confirmed in writing), not later than the close of business on the day on which such interest rate is set. The Paying Agent will confirm the effective interest rate by telephone or in writing to any Noteholder who requests it in any manner.

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

Section 2.05 Optional and Mandatory Tenders. (a) Any Noteholder of a Note bearing interest at a Daily Rate has the right, subject to the provisions of paragraph (d) of this Section to tender a Note, or a portion thereof, provided that such portion is \$100,000 or any integral multiple thereof, for purchase at a purchase price equal to 100% of the principal amount thereof plus accrued interest, if any, and to receive payment of the purchase price therefore, all as provided in the form of the Notes. In the absence of a validly designated

Remarketing Agent, notice to a Remarketing Agent shall not be necessary to a valid tender.

(b) The Notes are subject to mandatory tender and are required to be tendered to the Paying Agent for purchase at a purchase price equal to 100% of the principal amount thereof plus accrued interest, if any, at the following times:

(i) When Notes bear interest at a Commercial Paper Rate, each Note shall be subject to mandatory tender for purchase on each Interest Payment Date for such Note; and

(ii) On the effective date of any change in the Interest Rate Determination Method for the Notes.

Owners of Notes may elect to retain their Notes notwithstanding such requirement of mandatory tender as provided in the form of Note attached hereto as Exhibit "A".

(c) The Paying Agent shall deposit in the Custody Account any Notes tendered and not remarketed by the Remarketing Agent and the Registrar shall register any such Notes in the name of the Bank in the books of the Registrar kept pursuant to Section 2.10 hereof. The Paying Agent shall promptly notify the Bank of the principal amount of any Notes deposited in the Custody Account. Such Notes shall not be remarketed unless the Paying Agent shall have received an Opinion of Bond Counsel stating that such remarketing will not adversely affect the exemption of interest on such Notes from federal income taxation. Any Notes remaining on deposit in the Custody Account on the date of maturity thereof shall be presented to the Registrar for cancellation.

(d) If an Event of Default, as defined in Section 7.01(a) hereof, has occurred and is continuing, and the Trustee has notified the Paying Agent that it has given notice by mail to the Noteholders of a declaration that all the Notes are due and payable as provided in Section 7.01(b) hereof, none of the Notes shall be subject to optional tender pursuant to Section 2.05(a) prior to the maturity thereof.

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

shall be promptly confirmed in writing. Any such determination by the Registrar shall be conclusive and binding on the Paying Agent, Remarketing Agent and such Noteholder and his successors and assigns. The Registrar is authorized to issue a new Note in lieu of such Note as to which tender notice has been received as if such Note had been tendered.

(f) Notes tendered as provided in Section 2.05 hereof will be offered for sale by the Remarketing Agent except as follows:

( i) Notes purchased pursuant to a tender after having been called for redemption pursuant to subclause (iii) Section 4.01 will be cancelled.

( ii) Notes purchased by the City pursuant to Section 4.02(a) hereof will be cancelled.

(iii) Notes purchased by the City pursuant to Section 4.02(b) hereof may be remarketed only if the Opinion of Bond Counsel required by Section 4.02(b) is provided to the City and the Remarketing Agent.

( iv) Notes for which a notice has been given pursuant to Section 2.03(d) hereof regarding a change in the Interest Rate Determination Method for such notes may be remarketed before the effective date of such change only if the buyer receives a copy of said notice.

( v) Notes deposited in the Custody Account may be remarketed only if the Opinion of Bond Counsel required by Section 2.05(c) hereof is provided to the Paying Agent.

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

Section 2.06 Form, Payment and Dating of Notes. (a) The Notes and the certificate of authentication to be executed on the Notes by the Registrar are to be in substantially the form thereof set forth in Exhibit "A" hereto, with necessary or appropriate variations, omissions and insertions as permitted or required by this Indenture and provided, further, that in the issuance of any new Note resulting from a tender of a Note, or a portion thereof, which tendered Note has been previously called for redemption, such new Note, or portion thereof, shall be deemed to be the Note called for redemption, and the Paying Agent shall supply the owner of such new Note with a copy of the applicable notice of redemption for such Note.

(b) The Notes shall be issuable only as fully registered Notes (registered both as to principal and interest and not registered to "Bearer") in the denomination of \$100,000 or integral multiples thereof, except Notes of any Series bearing interest at a Fixed Rate which shall be in the denomination of \$5,000 or integral multiples thereof. Notes of each Series (i) shall be numbered from 1 consecutively upwards, (ii) shall contain an appropriate prefix to such numbers to identify such Series, and (iii) shall be of a different color than the color of the Notes for any other Series.

(c) The principal of Notes shall be payable to the Noteholders upon presentation and surrender of such Notes as they respectively become due at the Principal Office of the Paying Agent. Interest on Notes (i) in the case of Notes bearing interest at a Short Term Rate, shall be paid to the Noteholders owning not less than \$1,000,000 in principal amount of Notes on the Interest Payment Date in immediately available funds (which payment may be made by Federal Reserve Funds check, wire transfer or deposit to an account of the Noteholder maintained by the Paying Agent) in accordance with payment instructions given to the Paying Agent by such Noteholders at the time of the registration thereof and (ii) in the case of Notes bearing interest at a Short Term Rate owned by Noteholders other than those described in the preceding clause (i), in the absence of instructions given by Noteholders described in said clause (i) and in the case of all Notes bearing interest at a Fixed Rate shall be paid by check or draft of the Paying Agent mailed on the Interest Payment Date to the address of any such Noteholder as it appears on the registration books maintained pursuant to Section 2.10 hereof. Such payment of interest shall be to the Noteholders of record on the registration books maintained pursuant to Section 2.10 hereof as of the close of business on the Record Date; except that, if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the Noteholders in whose name any such Notes (or any Note or Notes issued upon transfer or exchange thereof) are registered at the close of business on the Business Day next preceding the date of payment of such defaulted interest.

(d) All Notes will be dated the date of their original issuance.

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

**Section 2.07 Execution of Notes.** Each of the Notes shall be signed and executed on behalf of the City by the facsimile signatures of the Acting Mayor and the City Comptroller and attested by the facsimile signature of its City Clerk, and the corporate seal of the City shall be impressed, printed or lithographed on each Note. The Notes bearing the facsimile signatures of individuals who were at the time of the execution thereof the proper officers of the City shall bind the City notwithstanding that such individuals shall cease to hold such offices prior to the registration, authentication or delivery of such Notes or shall not have held such offices at the dated date of such Notes.

**Section 2.08 Delivery and Registration.** No Note shall be entitled to any right or benefit under this Indenture or be valid or obligatory for any purpose, unless there appears on such Note a certificate of authentication substantially in the form provided in Exhibit "A" hereto, executed by the Registrar by manual signature, and such certificate upon any such Note shall be conclusive evidence, and the only evidence that such Note has been duly authenticated, registered and delivered.

**Section 2.09 Lost, Destroyed, Improperly Cancelled or Undelivered Notes.** If any Note, whether in temporary or definitive form, is lost (whether by reason of theft or otherwise), destroyed (whether by mutilation, damage, in whole or in part, or otherwise) or improperly cancelled, the Registrar may authenticate a new Note of like Series, date and denomination and bearing a number not contemporaneously outstanding; providing that (a) in the case of any mutilated Note, such mutilated Note shall first be surrendered to the

Registrar and (b) in the case of any lost Note or Note destroyed in whole, there shall be first furnished to the Registrar evidence of such loss or destruction, together with indemnification of the City, the Trustee, the Paying Agent, the Bank, the Remarketing Agent and the Registrar, satisfactory to such Registrar. In the event any lost, destroyed or improperly cancelled Note shall have matured or is about to mature, or has been called for redemption, instead of issuing a duplicate Note, the Registrar shall pay the same without surrender thereof if there shall be first furnished to the Registrar evidence of such loss, destruction or cancellation, together with indemnity satisfactory to it. Upon the issuance of any substitute Note, the Registrar may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto. The Registrar may charge the Noteholder with the Registrar's reasonable fees and expenses in connection with any transaction described in this Section 2.09 except for improper cancellation by the Registrar.

If the City elects to purchase for cancellation any Note tendered for purchase as provided in Section 4.02(a) and funds are deposited with the Paying Agent sufficient for the purchase, whether or not the Note subject to Tender is ever delivered, interest on such Note shall cease to be payable to the prior holder thereof from and after the purchase date, such holder shall cease to be entitled to the benefits or security of this Indenture and shall have recourse solely to the funds held by the Paying Agent for the purchase of such Note and the Registrar shall not register any further transfer of such Note by such prior holder.

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

**Section 2.10 Transfer, Registration and Exchange of Notes.** The Registrar shall maintain and keep, at its Principal Office, books for the registration and transfer of Notes, which at all reasonable times shall be open for inspection by the City and the Trustee. The Registrar shall use its best efforts to make all necessary provisions to permit the exchange or registration of transfer of Notes at its Principal Office on the same Business Day on which such Notes are presented to it.

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

The City, the Trustee, the Paying Agent, the Registrar and the Remarketing Agent may deem and treat the Noteholder as the absolute owner of such Note, whether such Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on, or the purchase price of, such Note and for all other purposes, and neither the City, the Trustee, the Paying Agent, the Registrar nor the Remarketing Agent shall be affected by any notice to the contrary. All such payments so made to any such Noteholder shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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

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

Upon each registration of transfer while the Notes bear interest at a Commercial Paper Rate, or at any time the Paying Agent comes into possession of a Note bearing interest at a Commercial Paper Rate, the Paying Agent prior to any delivery of such Note to a Noteholder will complete the Commercial Paper Rate Legend contained on the face of the Note as set forth in Exhibit "A".

Section 2.11 Temporary Notes. Pending the preparation of definitive Notes, the City may execute and the Registrar shall authenticate and deliver temporary Notes. Temporary Notes may be issuable as Notes of any authorized denomination and substantially in the form of the definitive Notes but with omissions, insertions and variations as may be appropriate for temporary Notes, all as may be approved by the City, as evidenced by the execution and delivery thereof. Temporary Notes may contain such reference to any provisions of this Indenture as may be appropriate. Every temporary Note shall be executed by the City and be authenticated by the Registrar upon the same conditions and in substantially the same manner, and with like effect, as the definitive Notes. As promptly as practicable the City shall execute and shall furnish definitive Notes and thereupon temporary Notes may be surrendered in exchange therefor without charge at the Principal Office of the Registrar, and the Registrar shall authenticate and deliver in exchange for such temporary Notes a like aggregate principal amount of definitive Notes of authorized denominations. Until so exchanged the temporary Notes shall be entitled to the same benefits under this Indenture as definitive Notes.

Section 2.12 Cancellation of Notes. All Notes which shall have been surrendered to the Paying Agent for payment or redemption, and all Notes which shall have been surrendered to the Registrar for exchange or registration of transfer, shall be cancelled by the Registrar. The Registrar shall furnish to the City, the Trustee, the Paying Agent, the Bank and the Remarketing Agent, a certificate evidencing such cancellations and specifying such Notes by number.

*Article III.**Proceeds Of The Notes.*

Section 3.01 Proceeds of the Notes. The proceeds from the sale of the Notes shall be deposited with the City Treasurer and used to finance the current cash requirements of the City.

*Article IV.**Redemption And Purchase By City.*

Section 4.01 Redemption. (a) The Notes shall be subject to redemption at par and accrued interest, if any, prior to the maturity thereof, as follows:

(i) Each Series of Notes bearing interest at a Daily Rate shall be subject to optional redemption by the City on the first Business Day of each month, as a whole or in part and pursuant to the procedures in Section 4.03 hereof.

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

(iii) All Notes shall be subject to mandatory redemption by the City at the principal amounts thereof and accrued interest to the date of redemption in the event that the City, the Trustee, the Paying Agent and the Remarketing Agent receive notice from the Bank that the Letter of Credit in respect of such Notes will not be reinstated in accordance with the provisions of the Reimbursement Agreement and the Letter of Credit, or if such parties receive notice from the Bank that an Event of Default has occurred under the Reimbursement Agreement. If either of such events occur the Notes shall be called for mandatory redemption in accordance with the provisions of Section 4.03(b) hereof.

Section 4.02 Purchase by City. (a) The City, acting through its Comptroller, reserves the right to purchase for cancellation any Note tendered for payment pursuant to Section 2.05(a) hereof or subject to mandatory tender pursuant to Section 2.05(b) hereof or to purchase any Note held in the Custody Account, upon notice to the Paying Agent and the Remarketing Agent given by irrevocable telephone (promptly confirmed in writing), telex or telegraphic communication by the Comptroller: (i) in the case of the purchase of a Note tendered pursuant to Section 2.05(a) hereof or a Note held in the Custody Account, not later than 2:00 P.M. on the Business Day preceding such day of purchase and (ii) in the case of the purchase of a Note subject to mandatory tender pursuant to Section 2.05(b) hereof, not later than 3:00 P.M. on the sixth-to-last Business Day before the mandatory tender date for such Note (or the first Business Day of any Commercial Paper Rate Period which is shorter than six Business Days for Notes subject to mandatory tender at the end of such



Commercial Paper Rate Period). Such notice from the Comptroller shall state the principal amount and Series of Notes to be purchased and whether any of the Notes to be purchased are being purchased on a mandatory tender date pursuant to Section 2.05(b). In the event any Notes are to be purchased for cancellation on a mandatory tender date, the Paying Agent shall notify the owners of Notes selected for purchase by telephone (promptly confirmed in writing), telex or telegraph that the Notes of such owners identified in such notice must be tendered for purchase on the mandatory tender date, that the right to retain such Notes no longer exists and that any election to retain such Notes previously made is rendered void and of no effect. The form of each notice required to be given by the Paying Agent pursuant to this Section 4.02(a) shall be furnished to the Paying Agent by the Trustee. Any Notes so purchased for cancellation shall be selected first, from Notes on deposit in the Custody Account, second, from any Notes as such become available upon optional tender and thereafter from any Notes as such become available upon mandatory tender pursuant to Section 2.05(b) hereof; provided, that if less than all of the Notes subject to mandatory tender pursuant to Section 2.05(b) hereof are to be purchased for cancellation, the Notes so purchased shall be selected first from Notes which the owners thereof have not elected to retain and thereafter by lot in such manner as the Paying Agent deems appropriate.

(b) Notwithstanding the provisions of Section 4.02(a), the City may buy, sell, own and hold any of the Notes for its own account; provided, however, that such Notes may only be purchased through the Remarketing Agent and provided further that such Notes may only be sold or remarketed if the City and the Remarketing Agent have received an Opinion of Bond Counsel that such sale or remarketing will not adversely affect the exemption of interest on the Notes from Federal income taxation. No purchase of Notes by the City or use of any funds to effectuate any such purchase shall be deemed to be a payment or redemption of the Notes or of any portion thereof and such purchase shall not operate to extinguish or discharge the indebtedness evidenced by such Notes.

Section 4.03 Procedure for Redemption. (a) In the event any of the Notes are called for redemption pursuant to subclause (i) of Section 4.01, and the Paying Agent has received from the City notice of such redemption at least 45 days prior to the designated redemption date, the Paying Agent shall give notice, in the name of the City, of the redemption of such Notes, which shall: (i) specify the Notes to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable (which shall be the Principal Office of the Paying Agent), (ii) if less than all of the Notes are to be redeemed, specify the Series designation of the Notes so to be redeemed, and, if less than all of the Notes of any Series are to be redeemed, specify the particular Notes to be redeemed, identified by number, and the respective principal amounts of such Notes to be so redeemed, (iii) state any condition to such redemption, and (iv) state that on the redemption date, and upon the satisfaction of any such condition, the Notes to be redeemed shall cease to bear interest. The form of each notice required to be given by the Paying Agent pursuant to this Section 4.03(a) shall be furnished to the Paying Agent by the Trustee. Such notice may set forth any additional information relating to such redemption as shall be deemed necessary or appropriate by the Trustee or the Paying Agent. Such notice shall be given by mail to the Noteholders so affected at least thirty (30) days prior to the date fixed for redemption, with a copy thereof to the City, the Bank, the Trustee and the Remarketing Agent; provided, however, that failure duly to give such notice by mail to any particular Noteholder, or any defect therein, shall not affect the validity of any proceedings

for the redemption of Notes for which notice has been properly given. Any notice mailed as provided in this paragraph shall be conclusively presumed to have been given, whether or not actually received by the addressee. If a notice of redemption shall be unconditional, or if the conditions of a conditional notice of redemption shall have been satisfied, then, upon presentation and surrender of Notes so called for redemption at the place or places of payment, such Notes shall be redeemed.

(b) In the event any of the Notes are called for redemption pursuant to subclause (iii) of Section 4.01 hereof, within five Business Days after the receipt by the Paying Agent of the notice to be given by the Bank pursuant to such subclause, the Paying Agent shall give notice, in the name of the City, of the redemption of such Notes, which shall: (i) specify the Notes, or Series of Notes, to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable (which shall be the Principal Office of the Paying Agent), (ii) state any condition to such redemption, and (iii) state that on the redemption date, and upon the satisfaction of any such condition, the Notes, or Series of Notes, to be redeemed shall cease to bear interest. The form of each notice required to be given by the Paying Agent pursuant to this Section 4.03(b) shall be furnished to the Paying Agent by the Trustee. Such notice may set forth additional information relating to such redemption as shall be deemed necessary or appropriate by the Trustee or the Paying Agent. Unless the Paying Agent shall have received notice from the Bank rescinding the notice given pursuant to subclause (iii) of Section 4.01 of this Indenture, notice shall be given by mail to the Noteholders not less than five (5) days nor more than ten (10) days prior to the date fixed for redemption, with a copy thereof to the City, the Bank, the Trustee and the Remarketing Agent; provided, however, that failure duly to give such notice by mail to any Noteholder, or any defect therein, shall not affect the validity of any proceedings for the redemption of such Notes and all such Notes shall be subject to redemption on the date specified by the Paying Agent. If a notice of redemption shall be unconditional, or if the conditions of a conditional notice of redemption shall have been satisfied, then, upon presentation and surrender of Notes so called for redemption at the place or places of payment, such Notes shall be redeemed.

(c) When Notes are called for partial redemption as provided in Section 4.01(a)(i) hereof, the particular Notes to be redeemed shall be selected by the Registrar in denominations of \$100,000 or \$5,000, as the case may be, or any integral multiple thereof.

If it is determined that one or more, but not all, of the \$100,000 or \$5,000, as the case may be, units of principal amount represented by any Note is to be called for redemption, then, upon notice of intention to redeem such unit or units, the Noteholder shall forthwith surrender such Note to the Paying Agent for (i) payment to such Noteholder of the redemption price of such unit or units of principal amount called for redemption and (ii) delivery to such Noteholder of a new Note or Notes of the same Series and in the aggregate principal amount of the unredeemed balance of the principal amount of such Note, without charge therefor.

If the Noteholder of any such Note of a denomination greater than \$100,000 or \$5,000, as the case may be, shall fail to present such Note to the Paying Agent for payment and exchange as aforesaid, such Note shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the applicable unit or units of principal amount called for redemption (and to that extent only).

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

Section 4.04 No Partial Redemption of Notes After Default. Anything in this Indenture to the contrary notwithstanding, if there shall have occurred and be continuing an Event of Default defined in clauses (i), (ii) or (iii) of Section 7.01(a) hereof, there shall be no redemption of less than all of the Notes at the time Outstanding.

#### *Article V.*

##### *Creation Of Funds And Security For Notes.*

Section 5.01 Creation of Note Fund. There is hereby created and established a trust fund to be designated "City of Chicago General Obligation Tender Notes, Series 1988D, Note Fund". The Note Fund shall be held by the Trustee on behalf of the City, the Bank, the Noteholders, the Paying Agent, the Registrar and the Trustee, as their interests may appear.

Section 5.02 Deposits into Note Fund. (a) The City shall deposit into the Note Fund the moneys pledged under this Indenture to the reimbursement of the Bank for the payment of the Notes under the Letter of Credit or for the payment of the Notes when necessary. Such moneys shall consist of any funds lawfully available for the purpose of reimbursing the Bank for such payments under the Letter of Credit or for the purpose of paying principal of and interest on the Notes, which moneys shall include the proceeds of the collection of the taxes levied, if any, pursuant to Section 5.07 hereof.

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

Section 5.03 Use of Moneys in the Note Fund. (a) Moneys deposited in the Note Fund shall be remitted by the Trustee to the Bank in an amount sufficient, to the extent available therein, to reimburse the Bank for any draw under the Letter of Credit in accordance with the provisions of the Letter of Credit and the Reimbursement Agreement.

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

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

Section 5.04 Custody of Note Fund; Withdrawal of Moneys. (a) The Trustee shall keep custody of the Note Fund and shall withdraw moneys from the Note Fund only for the purposes and in accordance with the provisions of Sections 5.03, 5.10 and 8.04 hereof. Pending the need for the funds in the Note Fund, the Trustee shall invest such funds in any investments permitted by the laws of the State of Illinois and by the Reimbursement Agreement upon the direction of the Treasurer.

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

Section 5.05 Letter Of Credit.

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

(b) The Paying Agent shall also draw moneys under the Letter of Credit in accordance with the terms thereof to make all payments in full of the purchase price of Notes tendered pursuant to Section 2.05(a) or 2.05(b) hereof.

On the date on which any Series of Notes begins to bear interest at a Commercial Paper Rate, and on the first Business Day of each calendar month thereafter while such Series of Notes bears interest at a Commercial Paper Rate and if the amount available to be paid under the Letter of Credit in respect of interest on the Notes is not in excess of 73 days interest on the Notes, the Paying Agent shall draw under the Letter of Credit in accordance with its terms an amount which would be sufficient to cause the amount on deposit in the appropriate account of the Service Fund on such day to equal the accrued and unpaid interest on the Series of Notes outstanding on such date bearing interest at the Commercial Paper Rate plus the interest which would accrue on such Series of Notes from such date to and including the first Business Day of the following calendar month if such Series of Notes were outstanding at all times during such period, calculated (i) at the actual rate of interest on Notes for any day interest is to accrue at a rate known on the date such draw is made and (ii) at the rate of 12% for any day interest is to accrue at a rate unknown on the date such draw is made.

On the date on which any Series of Notes begins to bear interest at a Fixed Rate and on the first Business Day of each calendar month thereafter while such Series of Notes bears interest at a Fixed Rate and if the amount available to be paid under the Letter of Credit in respect of interest on the Notes is not in excess of 73 days interest on the Notes, the Paying Agent shall draw under the Letter of Credit in accordance with its terms an amount which would be sufficient to cause the amount on deposit in the appropriate account of the Service Fund on such day to equal the accrued and unpaid interest on the Series of Notes outstanding on such date bearing interest at the Fixed Rate plus the interest which would accrue on such Series of Notes from such date to and including the first Business Day of the following calendar month if such Series of Notes were outstanding at all times during such period and bore interest at the rate of interest on the Notes.

In the event that any Series of Notes bears interest at the Commercial Paper Rate or at a Fixed Rate and the interest coverage under the Letter of Credit shall exceed interest coverage for 73 days interest borne by the Notes pursuant to the provisions of the Reimbursement Agreement, the Paying Agent shall make draws under the Letter of Credit at the times permitted therein to pay accrued and unpaid interest on the Series of Notes bearing interest at such Commercial Paper Rate or Fixed Rate.

(c) The City may deliver to the Paying Agent an Alternate Letter of Credit provided that (i) the conditions precedent to such delivery as specified in the definition of Alternate Letter of Credit are satisfied; (ii) the City shall notify the Trustee, Paying Agent, Remarketing Agent and Bank not less than 30 days prior to the delivery thereof of its intent to deliver an Alternate Letter of Credit; and (iii) the Paying Agent shall give notice by mail to Noteholders of the intended delivery of such Alternate Letter of Credit not less than 15 days prior to the delivery of such Alternate Letter of Credit. An Alternate Letter of Credit may not be delivered during a Commercial Paper Rate Period, unless the date of delivery of such Alternate Letter of Credit is an Interest Payment Date for all Notes in the Commercial Paper Rate Period to be secured by such Alternate Letter of Credit. Upon satisfaction of the preceding provisions the Paying Agent shall accept such Alternate Letter of Credit and surrender the previously held Letter of Credit to the Bank, on the termination date of such Letter of Credit, in accordance with the terms of such Letter of Credit, for cancellation. In the event the previously held Letter of Credit and the Alternate Letter of Credit then being delivered are contemporaneously effective for any period, any draws to be made under the Letter of Credit during such period shall be made under the Alternate Letter of Credit. If at any time there shall cease to be any Notes Outstanding hereunder, the Paying Agent shall promptly surrender the Letter of Credit to the Bank, in accordance with the terms of such Letter of Credit, for cancellation. The Paying Agent shall comply with the procedures set forth in the Letter of Credit relating to the termination thereof.

(d) The Paying Agent shall, not later than (i) 12:00 Noon on the day on which any Note is to be tendered as provided in Section 2.05(a) hereof and (ii) 5:00 P.M. on the Business Day next preceding the day on which any Note is to be tendered as provided in Section 2.05(b) hereof, draw on the Letter of Credit an amount sufficient to pay in full the principal of and accrued interest, if any, on such Note to be tendered or deemed tendered. No later than 12:30 P.M. on the day on which such Note is to be tendered, the Remarketing Agent shall notify the paying Agent of the principal amount of the Notes which have been remarketed. No later than 2:00 P.M. on such day the Remarketing Agent shall pick up and

pay for the Remarketed Notes in immediately available funds, which funds shall be held for the benefit of the Bank. Any Notes not remarketed shall be deposited in the Custody Account until remarketed or purchased by the City pursuant to Section 4.02 hereof.

(e) Upon instructions from the Comptroller or the Trustee, the Paying Agent shall give telex, telegraphic or telephonic notice; such telephonic notice to be promptly confirmed in writing, to the Bank, Trustee, City, Remarketing Agent and the Registrar of any reduction in the amount of the Letter of Credit as a result of the payment or provision for payment of Notes, whether at maturity or upon redemption, or the cancellation of Notes pursuant to Section 4.02(a) hereof.

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

(g) The Paying Agent shall draw no funds under the Letter of Credit for the payment of any principal of or interest on Notes on deposit in the Custody Account.

(h) The Paying Agent shall not sell, assign or transfer the Letter of Credit except to a successor Paying Agent as designated hereunder or as otherwise permitted or required by this Indenture and the Letter of Credit.

Section 5.06 Creation of Service Fund. (a) Any moneys held by the Paying Agent representing moneys drawn under the Letter of Credit or paid over to the Paying Agent by the Trustee or the City, shall be held in trust by the Paying Agent in a trust account on behalf of the City and the Noteholders, as their interests may appear, and to be designated "City of Chicago General Obligation Tender Notes, Series 1988D, Service Fund" (the "Service Fund"). The Service Fund shall contain a separate account for each Series of the Notes. Moneys shall be deposited in the appropriate account reflecting the Series of Notes for which such moneys were received. The Paying Agent shall keep custody of the Service Fund and shall withdraw money therefrom only for the purpose of paying the principal of and interest on the Notes and for the purpose and in accordance with the provisions of Sections 5.09 and 5.10 hereof.

(b) Each account within the Service Fund shall contain a Letter of Credit Subaccount and a General Subaccount. All moneys obtained under the Letter of Credit shall be deposited in the Letter of Credit Subaccount of the appropriate account and all other moneys held in the Service Fund shall be deposited in the General Subaccount of the appropriate account.

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

(d) Pending the need for the funds in the Service Fund, the Paying Agent may invest such funds, at the direction of the Comptroller, in general obligations of, or obligations the principal of and interest on which are fully guaranteed as to timely payment by, the United States of America, which obligations shall have maturities not later than the date or dates on which such funds will be needed for the purposes for which they were deposited in the Service Fund, and in any event, not later than thirty (30) days from the date of such investment. All amounts invested shall mature so as to insure timely payment on the Notes.

Section 5.07 Security for the Notes. Unless the Comptroller shall certify to the Bank on or before October 1, 1989, that sufficient funds are legally available and will be used to reimburse the Bank on October 31, 1989, for a drawing or drawings under the Letter of Credit to pay the principal of and interest on the Notes, or to pay the principal of and interest on the Notes, a tax levy ordinance shall be adopted by the City Council and a certified copy thereof filed with the County Clerks of Cook and DuPage Counties, Illinois, and a certified copy thereof mailed to the Bank, on or before October 31, 1989, such ordinance to levy an amount sufficient to reimburse the Bank for such drawing or drawings on or before October 31, 1990, or to pay the principal of and interest on the Notes if the Bank has failed to honor a proper draw under the Letter of Credit. If such reimbursement obligation or payment of principal of and interest on the Notes is thereafter paid from any other funds or revenues of the City prior to the extension date for such levy, such taxes so levied shall be abated. The City Treasurer is hereby ordered and directed to deposit the proceeds of any taxes so levied pursuant to this Section 5.07 into the Note Fund in accordance with the terms of the Reimbursement Agreement.

Section 5.08 Insufficiency of Taxes to Pay Reimbursement Obligations and the Letter of Credit Note. (a) In the event that proceeds of the taxes levied or to be levied hereunder are not available in time to make any payments when due under the Reimbursement Agreement, then the Comptroller and the Treasurer of the City are hereby directed to make such payments in accordance with the Reimbursement Agreement from any other moneys, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in anticipation of the collection of the taxes and when the proceeds of such taxes are received such other funds shall be replenished, all to the end that the credit of the City may be preserved by the prompt payment of its obligations under the Reimbursement Agreement and the Letter of Credit Note as the same become due.

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

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

(d) In the event an advance is made to the City in accordance with the Reimbursement Agreement creating a payment obligation under the Letter of Credit Note, the Comptroller shall promptly notify the City Council and set forth the reasons requiring such advance.

Section 5.09 Notes Not Presented for Payment. (a) In the event any Notes shall not be presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof or otherwise, if moneys sufficient to pay such Notes are held by the Paying Agent for the benefit of the Noteholders, the Paying Agent shall segregate and hold such moneys in the Service Fund, without liability for interest thereon, for the benefit of Noteholders who shall (except as provided in the following paragraph) thereafter be restricted exclusively to such fund or funds for the satisfaction of any claim of whatever nature on their part under this Indenture or relating to said Notes.

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

Section 5.10 Payment to City. (a) Any moneys remaining in the Note Fund after the right, title and interest of the Trustee, the Paying Agent, the Bank, the Remarketing Agent and the Registrar, as the case may be, and all covenants, agreements and other obligations of the City to the Noteholders shall have ceased, terminated and become void and shall have been satisfied and discharged in accordance with the provisions hereof, shall be paid to the City.

(b) Except as provided in Section 5.09(b) hereof, after all covenants, agreements and obligations of the City to the Noteholders shall have ceased, terminated and become void and shall have been satisfied and discharged in accordance with the provisions hereof, any moneys remaining in the Service Fund shall be paid to the City.

(c) Except as provided in Section 5.09(b) hereof, any moneys remaining in any account of Note Fund or held by the Trustee or the Paying Agent for a particular series of the Notes shall be paid to the City after the right or title and interest of the Trustee, the Paying Agent, the Bank, the Remarketing Agent and the Registrar, as the case may be, and all covenants, agreements and other obligations of the City to the Noteholders of such series shall have been satisfied and discharged in accordance with the provisions hereof.

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

#### Article VI.



*General Covenants Of City.*

Section 6.01 Performance of Covenants. The City shall faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Note executed, authenticated and delivered hereunder, in the Reimbursement Agreement, in the Letter of Credit Note and the Remarketing Agreement, and in all proceedings pertaining thereto.

Section 6.02 Arbitrage And Tax Exemption Covenants.

(a) The City covenants for the benefit of the purchasers of the Notes that it will not act so as to cause the proceeds of the Notes, the earnings thereon and any other moneys on deposit in any fund or account maintained in respect of the Notes (whether such moneys were derived from the proceeds of the sale of the Notes or from other sources) to be used in a manner which would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986 (the "Code"), or any comparable provision of any successor Internal Revenue Code of the United States of America.

(b) The City agrees to comply with all provisions of the Code, which if not complied with by the City, would adversely affect the tax-exempt status of the Notes. The City further agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all covenants, representations and assurances contained in a certificate or agreement regarding tax exemption to be prepared by counsel approving the Notes; (c) to consult with such counsel and to comply with such advice as may be given; (d) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) to file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to comply and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

*Article VII.*

*Events Of Default And Remedies.*

Section 7.01 Events of Default. (a) Each of the following events shall constitute and is referred to in this Indenture as an "Event of Default":

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

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

(iii) a failure to pay the principal of and accrued interest on any validly tendered Note under the provisions of Section 2.05 hereof, to the holder thereof upon the same Business Day such Note is tendered;

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

(v) a failure by the City to observe and perform any covenant, condition, agreement or provision (other than as specified in clauses (i), (ii), (iii) or (iv) of this Section 7.01) contained in the Notes or in this Indenture on the part of the City to be observed or performed, which failure shall continue for a period of ninety (90) days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the Trustee and the City by Noteholders owning not less than 51% of the principal amount of Notes then Outstanding.

(b) Upon the occurrence and continuance of any Event of Default described in clauses (i), (ii), (iii) or (iv) of paragraph (a) of this section, the Trustee may, and at the written request of Noteholders owning not less than 51% in principal amount of Notes then outstanding, shall, by written notice to the City, the Remarketing Agent, the Paying Agent and the Bank, declare the Notes to be immediately due and payable, whereupon they shall, without further action, become and be immediately due and payable, anything in this Indenture or in the Notes to the contrary notwithstanding, and the Trustee shall give notice thereof to the City and the Bank, and shall give notice thereof by mail to all Noteholders owning Outstanding Notes.

Section 7.02 Remedies. (a) Upon the occurrence and continuance of any Event of Default, then and in every such case the Trustee in its discretion may, and upon the written request of the Bank or Noteholders owning not less than 51% in principal amount of the Notes then Outstanding and receipt of indemnity to its satisfaction shall, in its own name and as the Trustee of an express trust:

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

(ii) bring suit upon the Notes; or

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

(b) In the event that notice of the occurrence and continuance of an Event of Default has been mailed, as provided in Section 7.01(b) hereof, the Paying Agent shall assign the Letter of Credit to the Trustee and the Trustee shall pursue all remedies thereunder and hereunder and shall assume all duties of the Paying Agent and Registrar hereunder.

Section 7.03 Rescission of Notice of Acceleration; Restoration to Former Position. (a) The provisions of Section 4.03(b) hereof are subject to the condition that any rescission and annulment of the consequences of the receipt of notice given pursuant to subclause (iii) of Section 4.01 hereof may constitute a rescission and annulment of the consequences thereof hereunder only if such notice of mandatory redemption shall not have been given by mail to the Noteholders as provided herein and the Trustee shall have received written notice from the Bank that the Letter of Credit in respect of which the Bank had previously given notice pursuant to subclause (iii) of Section 4.01 hereof has been reinstated to the amount covered by such Letter of Credit immediately preceding the giving of such notice by the Bank. Prompt notice of such rescission and annulment shall be given, if received by the Paying Agent prior to the notice by mail to the Noteholders of such mandatory redemption, to the City, the Trustee, the Bank and the Remarketing Agent.

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

Section 7.04 Noteholders' Right to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the Noteholders owning a majority in principal amount of the Notes then Outstanding hereunder shall have the right, by an instrument in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all remedial proceedings available to the Trustee under this Indenture or exercising any trust or power conferred on the Trustee by this Indenture.

Section 7.05 Limitation on Noteholders' Right to Institute Proceedings. No Noteholder, in its capacity as such, shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust or power hereunder, or any other remedy hereunder or on said Notes, unless such Noteholder previously shall have given to the Trustee written notice of an Event of Default as hereinabove provided and unless also Noteholders of not less than 51% in principal amount of the Notes then Outstanding shall have made written request of the Trustee so to do, after the right to institute said suit, action or proceeding shall have accrued, and shall have afforded the Trustee a reasonable opportunity to proceed to institute the same in either its or their name, and unless there also shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall not have complied with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the institution of said suit, action or proceeding; it being understood and intended that no one or more of the Noteholders shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture, or to enforce any right hereunder or under the Notes, except in the manner herein provided, and that all suits, actions and proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Noteholders.

Section 7.06 No Impairment of Right to Enforce Payment. Notwithstanding any other provision in this Indenture, the right of any Noteholder to receive payment of the principal of and interest on such Note, on or after the respective due dates expressed therein, or to institute suit for the enforcement of any such payment on or after such respective dates shall not be impaired or affected without the consent of such Noteholder.

Section 7.07 Proceedings by Trustee Without Possession of Notes. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Notes secured hereby which are enforceable by the Trustee may be enforced by it without the possession of any of the Notes, or the production thereof at the trial or other proceedings relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the equal and ratable benefit of the Noteholders, subject to the provisions of this Indenture.

Section 7.08 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Trustee, the Bank or to Noteholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 7.09 No Waiver of Remedies. No delay or omission of the Trustee, the Bank or of any Noteholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given hereunder to the Trustee, to the Bank and to the Noteholders, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 7.10 Application of Moneys. Any moneys received by the Trustee (except for moneys under the Letter of Credit, which shall be applied solely and only to the purposes for which such moneys were drawn, as provided herein), by any receiver or by any Noteholder pursuant to any right given or action taken under the provisions hereof, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, the Paying Agent or the Registrar, such receiver or Noteholder, shall be deposited in the Note Fund and all moneys so deposited in the Note Fund during the continuance of an Event of Default (other than moneys for the payment of Notes which had matured or otherwise become payable prior to such Event of Default or for the payment of interest due prior to such Event of Default) shall be applied as follows:

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

annum from the respective dates upon which they became due and, if the amount available shall not be sufficient to pay in full Notes due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal and interest due on such date, in each case to the persons entitled thereto, without any discrimination or privilege.

(b) If the principal of all the Notes shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Notes, with interest on overdue interest and principal, as provided in clause (a) of this Section 7.10, without preference or priority of principal over interest or interest over principal, or of any installment of interest over any other installment of interest, or of any Note over any other Note, ratably according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege. If principal and interest on the Notes and all other payments under this Indenture have been paid, any amounts remaining shall be paid to the Bank, but only to the extent that funds are owed to the Bank as a result of draws on the Letter of Credit.

(c) If the principal of all the Notes shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of Section 7.03 hereof, then, subject to the provisions of clause (b) of this Section 7.10, which shall be applicable in the event that the principal of all the Notes shall later become due and payable, the moneys shall be applied in accordance with the provisions of clause (a) of this Section 7.10.

Whenever moneys are to be applied pursuant to this Section 7.10, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal and interest to be paid on such date shall cease to accrue. The Trustee shall give notice of the deposit with it of any such moneys and of the fixing of any such date by mail to all Noteholders owning Outstanding Notes and shall not be required to make payment to any Noteholder until such Note shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

**Section 7.11 Severability of Remedies.** It is the purpose and intention of this Indenture to provide rights and remedies to the Trustee, the Bank and the Noteholders which may be lawfully granted, but should any right or remedy herein granted be held to be unlawful, the Trustee, the Bank and the Noteholders shall be entitled, as above set forth, to every other right and remedy provided in this Indenture and by law.

#### *Article VIII.*

*Appointment And Duties Of Various Parties.*

Section 8.01 Appointment of Trustee, Paying Agent and Registrar. The City hereby appoints (i) \_\_\_\_\_, Chicago, Illinois, as Trustee, and (ii) \_\_\_\_\_, New York, New York, as Paying Agent and Registrar for the purposes and upon the express terms and conditions set forth herein. The acceptance by the Trustee and by the Paying Agent and Registrar shall be evidenced by their execution and delivery of this Indenture. The City and the Noteholders by their delivery and acceptance of delivery of any of the Notes agree to the terms set forth in this Indenture.

Section 8.02 No Responsibility for Recitals. The recitals, statements and representations contained in this Indenture or in the Notes, save only the Registrar's authentication upon the Notes, shall be taken and construed as made by and on the part of the City, and not by the Trustee or the Paying Agent and Registrar, and the Trustee and the Paying Agent and Registrar do not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

Section 8.03 Limitations on Liability. (a) The Trustee or Paying Agent or Registrar may execute any of the trusts or powers hereof and perform the duties required hereunder by or through attorneys, agents or receivers, and shall be entitled to, and may rely upon, written advice of counsel concerning all matters of trust and duty hereunder, and the Trustee or Paying Agent or Registrar shall not be answerable for the negligence or misconduct of any such attorney or agent selected with reasonable care. Except during the continuance of an Event of Default, the Trustee need perform only those duties that are specifically set forth in this Indenture and no others. The Trustee shall not be answerable for the exercise of any discretion or power under this Indenture or for anything whatsoever in connection with the trust created hereby, except only for its own negligence or bad faith. The Trustee or Paying Agent or Registrar shall not be accountable for the use or application of the proceeds of any of the Notes issued hereunder.

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

Section 8.04 Compensation, Expenses and Advances. (a) The Trustee, the Paying Agent and the Registrar under this Indenture shall be entitled to reasonable compensation for their services rendered hereunder (not limited by any provision of law in regard to the compensation of the Trustee of an express trust) and to reimbursement for their actual out-of-pocket expenses (including the reasonable compensation and the expenses and disbursements of their agents and counsel) reasonably incurred in connection therewith except for such expenses incurred as a result of their negligence or bad faith. The City shall

have the right to contest in good faith any fees or expenses of the Trustee, the Paying Agent and the Registrar without creating a default hereunder. If an Event of Default under this Indenture shall otherwise exist, the Trustee, the Registrar and the Paying Agent shall have, in addition to any other rights hereunder, a claim, prior to the claim of the Noteholders and the Bank, for the payment of their compensation and the reimbursement of their expenses and any advances made by them, as provided in this Section, upon the moneys and obligations in the Note Fund, except for proceeds of drawings under the Letter of Credit and except for moneys or obligations deposited with or paid to the Paying Agent for the redemption or payment or purchase of tendered Notes which are deemed to have been paid in accordance with the provisions hereof and funds held pursuant to Section 5.10 hereof.

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

Section 8.05 Notice of Events of Default. (a) The Trustee shall not be required to take notice, or be deemed to have notice, of any default or Event of Default under this Indenture other than an Event of Default under clauses (i), (ii), (iii) or (iv) of Section 7.01 (a) hereof, unless specifically notified in writing of such default or Event of Default by Noteholders owning at least 51% in principal amount of the Notes then Outstanding.

(b) The Paying Agent shall give telegraphic or telex or telephonic notice to the Trustee, promptly confirmed in writing, of any Event of Default under clauses (i) and (ii) or, upon having notice thereof, clauses (iii) and (iv) of Section 7.01(a) hereof.

Section 8.06 Several Capacities. Anything in this Indenture to the contrary notwithstanding, the same entity shall serve as Paying Agent and Registrar and may serve hereunder as the Trustee, the Paying Agent, the Registrar and the Remarketing Agent and in any other combination of such capacities, to the extent permitted by law; provided, however, that any resignation of any of such capacities by any such entity shall require the resignation of such entity from all of such capacities; and provided, further, however, that the Paying Agent, Registrar and Remarketing Agent shall all have their principal offices in the City of New York, New York.

Section 8.07 Good Faith Reliance. The Trustee, the Paying Agent and the Registrar in the absence of bad faith on their part, shall be protected and shall incur no liability in acting upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document or telephonic notice (where authorized by this Indenture) which it shall believe to be genuine and to have been passed or signed by the proper board, body or person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any attorney, engineer, accountant or other expert, and the Trustee, the Paying Agent and the Registrar shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements.

Neither the Trustee, the Registrar, the Paying Agent, nor the Remarketing Agent shall be bound to recognize any person as a Notcholder or to take any action at his request unless

his Note shall be deposited with such entity or satisfactory evidence of the ownership of such Note shall be furnished to such entity.

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

Section 8.08 Dealings in Notes and With City. The Trustee, the Bank, the Paying Agent, the Registrar and the Remarketing Agent, in their individual capacities, may buy, sell, own, hold and deal in any of the Notes issued hereunder for their own account or that of any other person, and may join in any action which any Noteholder may be entitled to take with like effect as if they did not act in any capacity hereunder. The Trustee, the Bank, the Paying Agent, the Registrar or the Remarketing Agent, in their individual capacities, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City and may act as depositary, trustee or agent for any committee or body of Noteholders secured hereby or other obligations of the City as freely as if they did not act in any capacity hereunder.

Section 8.09 Resignation of Trustee. The Trustee may resign and be discharged of the trusts created by this Indenture by executing an instrument in writing resigning such trust and specifying the date when such resignation shall take effect, and filing the same with the City, the Paying Agent, the Remarketing Agent and the Bank, not less than forty-five (45) days before the date specified in such instrument when such resignation shall take effect, and by giving notice of such resignation by mail, not less than three weeks prior to such resignation date, to the Noteholders. Such resignation shall take effect on the day specified in such instrument and notice, but only if a successor Trustee shall have been appointed and shall have accepted the duties of the Trustee as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of and acceptance by such successor Trustee. If the successor Trustee shall not have been appointed within a period of 90 days following the giving of notice, then the Trustee shall be authorized to petition any court of competent jurisdiction to appoint a successor Trustee as provided in Section 8.13 hereof.

Section 8.10 Removal of Trustee. The Trustee may be removed at any time prior to any Event of Default by the City by filing with the Trustee to be removed, and with the Remarketing Agent and the Bank, an instrument or instruments in writing executed by the City, appointing a successor, or an instrument or instruments in writing, designating a successor and accompanied by an instrument of appointment by the City of such successor. Such removal shall be effective thirty days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Trustee appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder.

Section 8.11 Appointment of Successor Trustee. In case at any time the Trustee shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for



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

Section 8.12 Qualifications of Successor Trustee. Every successor Trustee (a) shall be a bank or trust company (other than the Bank) (i) duly organized under the laws of the United States or any state or territory thereof, (ii) authorized by law to perform all the duties imposed upon it by this Indenture and the laws of the State, and (iii) capable of meeting its obligations hereunder and (b) shall have a combined capital stock, surplus and undivided profits of at least \$50,000,000.

Section 8.13 Judicial Appointment of Successor Trustee. In case at any time the Trustee shall resign and no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Indenture prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the retiring Trustee may forthwith apply to a court of competent jurisdiction for the appointment of a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee meeting the qualifications set forth in Section 8.12 hereof.

Section 8.14 Acceptance of Trusts by Successor Trustee. In order to evidence the acceptance of the position of Trustee hereunder, any successor Trustee appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, trusts, duties and obligations of its predecessor in the trust hereunder, with like effect as if originally named Trustee herein. Upon request of such Trustee, such predecessor Trustee and the City shall execute and deliver an instrument transferring to such successor Trustee all the estates, property, rights, powers and trusts hereunder of such predecessor Trustee and, subject to the provisions of Section 8.04(a) hereof, such predecessor Trustee shall pay over and deliver to the successor Trustee all moneys and other assets at the time held by it hereunder.

Section 8.15 Successor by Merger or Consolidation. Any corporation into which any Trustee hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Trustee hereunder shall be a party, shall be the successor Trustee under this Indenture, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Indenture to the contrary notwithstanding.

Section 8.16 Standard of Care; Action by Trustee. Notwithstanding any other provisions of this Indenture, the Trustee shall, during the existence of an Event of Default of which the Trustee has actual notice, exercise such of the rights and powers vested in it by this Indenture and use the same degree of skill and care in their exercise as a prudent person would use and exercise under the circumstances in the conduct of his own affairs;

provided, however, that the Trustee shall be under no obligation to take any action in respect of any default or Event of Default hereunder other than an Event of Default under clause (iv) of Section 7.01(a) hereof, or toward the execution or enforcement of any of the trusts hereby created, or to institute, appear in or defend any suit or other proceeding in connection therewith, unless requested in writing so to do by Noteholders of at least 51% in principal amount of the Notes then outstanding, and, if in its opinion such action may tend to involve it in expense or liability, unless furnished from time to time as often as it may require, with security and indemnity satisfactory to it; but the foregoing proviso is intended only for the protection of the Trustee, and shall not affect any discretion or power given by any provisions of this Indenture to the Trustee to take action in respect of any default or Event of Default without such notice or request from the Noteholders, or without such security or indemnity. Except as otherwise provided herein during the continuance of an Event of Default, the Trustee need perform only those duties that are specifically set forth in this Indenture and no others.

Section 8.17 Duties of the Trustee. The Trustee covenants and agrees:

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

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

Section 8.18 Resignation of Paying Agent and Registrar. The Paying Agent and Registrar may resign and be discharged of the duties created by this Indenture by executing an instrument in writing resigning such duties and specifying the date when such resignation shall take effect, and filing the same with the City, the Trustee, the Remarketing Agent and the Bank, not less than forty-five (45) days before the date specified in such instrument when such resignation shall take effect, and by giving notice of such resignation by mail, not less than three weeks prior to such resignation date, to the Noteholders. Such resignation shall take effect on the day specified in such instrument and notice, but only if (i) a successor Paying Agent and Registrar shall have been appointed and shall have accepted the duties of Paying Agent and Registrar as hereinafter provided, and (ii) the resigning Paying Agent transfers and assigns the Letter of Credit to the successor Paying Agent, in which event such resignation shall take effect immediately upon the appointment of and acceptance by such successor Paying Agent and Registrar and the transfer and assignment of the Letter of Credit. If the successor Paying Agent and Registrar shall not have been appointed within a period of 90 days following the giving of notice, then the Paying Agent and Registrar shall be authorized to petition any court of competent jurisdiction to appoint a successor Paying Agent and Registrar as provided in Section 8.22 hereof.

Section 8.19 Removal of Paying Agent and Registrar. The Paying Agent and Registrar may be removed at any time prior to any Event of Default by the City by filing with the Paying Agent and Registrar to be removed, and with the Trustee, Remarketing Agent and the Bank, an instrument or instruments in writing executed by the City, appointing a successor, or an instrument or instruments in writing, designating and accompanied by an instrument of appointment by the City of such successor. Such removal shall be effective

thirty days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Paying Agent and Registrar appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder; and, provided further, that the Paying Agent shall transfer and assign the Letter of Credit to the successor Paying Agent upon such removal.

Section 8.20 Appointment of Successor Paying Agent and Registrar. In case at any time the Paying Agent and Registrar shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and ipso facto exist in the office of the Paying Agent and Registrar and a successor may be appointed, and in case at any time the Paying Agent and Registrar shall resign, then a successor may be appointed by the City, by an instrument authorized by ordinance of the City. After any appointment by the City, it shall cause notice of such appointment to be given to the predecessor Paying Agent and Registrar, the successor Paying Agent and Registrar, the Trustee, the Remarketing Agent and the Bank, and to be given by mail to all Noteholders. Any new Paying Agent and Registrar so appointed by the City shall immediately and without further act supersede the predecessor Paying Agent and Registrar.

Section 8.21 Qualifications of Successor Paying Agent and Registrar. Every successor Paying Agent and Registrar (a) shall be a commercial bank or trust company (other than the Bank) (i) duly organized under the laws of the United States or any state or territory thereof and (ii) authorized by law to perform all the duties imposed upon it by this Indenture and the laws of the State, and (b) shall have a combined capital stock, surplus and undivided profits of at least \$50,000,000.

Section 8.22 Judicial Appointment of Successor Paying Agent and Registrar. In case at any time the Paying Agent and the Registrar shall resign and no appointment of a successor Paying Agent and Registrar shall be made pursuant to the foregoing provisions of this Indenture prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the retiring Paying Agent and Registrar may forthwith apply to a court of competent jurisdiction for the appointment of a successor Paying Agent and Registrar. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Paying Agent and Registrar meeting the qualifications set forth in Section 8.21 hereof.

Section 8.23 Acceptance of Duties by Successor Paying Agent and Registrar. In order to evidence the acceptance of the position of Paying Agent and Registrar hereunder, any successor Paying Agent and Registrar appointed hereunder, shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder, and thereupon such successor Paying Agent and Registrar, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named Paying Agent and Registrar herein. Upon request of such Paying Agent and Registrar, such predecessor Paying Agent and Registrar, and the City shall execute and deliver an instrument transferring to such successor Paying Agent and Registrar all the estates, property, rights and powers hereunder of such predecessor Paying Agent and Registrar.

and, subject to the provisions of Section 8.04(a) hereof, such predecessor Paying Agent and Registrar shall pay over and deliver to the successor Paying Agent and Registrar all moneys and other assets at the time held by it hereunder.

Section 8.24 Successor by Merger or Consolidation. Any corporation into which any Paying Agent and Registrar hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Paying Agent and Registrar hereunder shall be a party, shall be the successor Paying Agent and Registrar under this Indenture, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Indenture to the contrary notwithstanding.

Section 8.25 Duties of Paying Agent. The Paying Agent (if other than the Trustee) shall notify the Trustee of the location of its Principal Office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Trustee under which such Paying Agent will agree, particularly:

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

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

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

Section 8.26 Duties of Registrar. The Registrar (if other than the Trustee) shall notify the Trustee of the location of its Principal Office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Trustee under which such Registrar will agree, particularly:

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

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

Section 8.27 Payments by Paying Agent and Registrar. Any provision of this Indenture to the contrary notwithstanding, the Registrar and the Paying Agent shall never be required to make any payments or purchase any tendered Notes except from funds provided by the Bank, the Trustee, the City or the Remarketing Agent and no provision of this Indenture shall require the Paying Agent and Registrar to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

Section 8.28 Remarketing Agent. The City hereby appoints \_\_\_\_\_ as Remarketing Agent for the purposes and upon the express terms set forth in the Remarketing Agreement.

The Remarketing Agent may at any time resign or be removed and be discharged of the duties and obligations created by this Indenture under the terms described in the Remarketing Agreement. In the event of the resignation or removal of the Remarketing Agent, the Remarketing Agent shall pay over, assign and deliver any moneys and Notes held by it in such capacity to its successor or, if there is no successor, to the Trustee.

In the event that the City shall fail to appoint a Remarketing Agent hereunder, or in the event that the Remarketing Agent shall resign or be removed, or be dissolved, or if the property or affairs of the Remarketing Agent shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency or for any reason, and the City shall not have appointed its successor as Remarketing Agent, the Trustee shall be deemed to be the Remarketing Agent for all purposes of this Indenture until the appointment by the City of and the acceptance of such appointment by the Remarketing Agent or successor Remarketing Agent, as the case may be; provided, however, that the Trustee, in its capacity as Remarketing agent, shall not be required to sell Notes or to perform the duties set forth in Sections 2.02 or 2.03 hereof.

Section 8.29 The Bank. The City hereby appoints \_\_\_\_\_ as the Bank, in its capacity as issuer of the Letter of Credit.

Section 8.30 Limitations upon Rights. Notwithstanding any other provision of this Indenture to the contrary, no right granted to the Trustee, Paying Agent, Remarketing Agent, Registrar or any other entity ever appointed in any capacity under this Indenture shall ever be construed to grant to such entities, or any of them, any rights with respect to any properties or facilities of the City. The operations of the City are essential to the public welfare and safety and shall never be subject to any control, supervision or direction of such entities or any of them. Such entities, by their acceptance of the trusts and other obligations created under this Indenture, hereby assent to the foregoing limitations and agree to be bound thereby for all purposes.

#### *Article IX.*

##### *Amendments To This Indenture.*

Section 9.01 Limitations on Amendments of this Indenture. This Indenture shall not be modified or amended in any respect subsequent to the issuance of the Notes except as provided in and in accordance with and subject to the provisions hereof.

Section 9.02 Amendments Without Noteholder Consent. (a) The City may, from time to time and at any time, without the consent of or notice to the Noteholders, but upon notice to, and with the written consent of, the Bank, the Trustee and the Paying Agent amend this Indenture as follows:

- (i) to cure any formal defect, omission, inconsistency or ambiguity in this Indenture;
- (ii) to grant to or confer or impose upon the Trustee or the Paying Agent for the benefit of the Noteholders any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with this Indenture as theretofore in effect, provided that no such additional liabilities or duties shall be imposed upon the Trustee or the Paying Agent without its consent;
- (iii) to add to the covenants and agreements of, and limitations and restrictions upon the City in this Indenture other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Indenture as theretofore in effect;
- (iv) to confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by, this Indenture, or of any moneys, securities or funds;
- (v) to authorize a different denomination or denominations of the Notes and to make correlative amendments and modifications to this Indenture regarding exchangeability of Notes of different denominations, redemptions of portions of Notes of particular denominations and similar amendments and modifications of a technical nature;
- (vi) to comply with any applicable requirements of the Trust Indenture Act of 1939, as from time to time amended;
- (vii) to modify, alter, amend or supplement this Indenture in any other respect which is not materially adverse to the Noteholders or the Bank and which does not involve a change described in clauses (i), (ii) or (iii) of Section 9.02(a) hereof and which, in the judgment of the Trustee (who may rely upon an Opinion of Bond Counsel), is not to the material prejudice of the Trustee or the Paying Agent; and
- (viii) to provide any amendment necessary to provide for uncertificated Notes or coupons and bearer Notes or Notes registered as to principal only.

(b) Before the City shall amend this Indenture pursuant to this Section 9.02, there shall have been delivered to the Trustee and the Paying Agent an Opinion of Bond Counsel stating that such amendment is authorized or permitted by this Indenture, complies with the respective terms thereof, will, upon the adoption thereof, be valid and binding upon the City in accordance with its terms and will not adversely affect the exemption from federal income taxation of interest on the Notes, and the Trustee and the Paying Agent may rely conclusively upon such opinion as to such matters.

#### Section 9.03 Amendments With Noteholder Consent.

(a) Except for any amendment adopted pursuant to Section 9.02 hereof, subject to the terms and provisions contained in this section and not otherwise, the City may, from time to time, with the written consent of the Bank, the Trustee, the Paying Agent and the

consent of Noteholders of not less than 60% in aggregate principal amount of the Notes then Outstanding (excluding therefrom any Notes then owned by the City), adopt any Supplemental Indenture deemed necessary or desirable by the City for the purposes of modifying, altering, amending, supplementing or rescinding, in any particular, any of the terms or provisions contained in this Indenture; provided, however, that, unless approved in writing by the Bank and the Noteholders of all the Notes then Outstanding, nothing herein contained shall permit, or be construed as permitting, (i) a change in the times, amounts or currency of payment of the principal of or interest on any Outstanding Note, a change in the terms of the purchase thereof by the Paying Agent or the Trustee, or a reduction in the principal amount or redemption price of any Outstanding Note or the rate of interest thereon, or (ii) a preference or priority of any Note or Notes over any other Note or Notes, or (iii) a reduction in the aggregate principal amount of Notes the consent of the Noteholders of which is required for any such amendment.

(b) If at any time the City shall propose to adopt any Supplemental Indenture for any of the purposes of this section, the Trustee shall cause the notice of the proposed Supplemental Indenture to be given by mail to all Noteholders owning Outstanding Notes. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that a copy thereof is on file at the office of the Trustee for inspection by all Noteholders.

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

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

**Section 9.04 Effect of Supplemental Indenture.** Upon the execution and delivery of any Supplemental Indenture pursuant to the provisions of this Indenture, this Indenture shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the City, the Trustee, the Paying Agent, the Bank and all Noteholders owning Notes then Outstanding shall thereafter be determined, exercised and enforced under this Indenture subject in all respects to such modifications and amendments.

Section 9.05 Consent of Bank Required. Anything herein to the contrary notwithstanding, any Supplemental Indenture under this Indenture which affects any rights, powers, remedies, agreements or obligations of the Bank under this Indenture, or requires a revision of the Letter of Credit shall not become effective unless and until the Bank shall have consented to such Supplemental Indenture. Written notice of any Supplemental Indenture shall be furnished to the Bank, Moody's and S.&P., by the Trustee.

*Article X.*

*Miscellaneous.*

Section 10.01 Parties in Interest. (a) Except as herein otherwise specifically provided, nothing in this Indenture expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City, the Bank, the Paying Agent, the Trustee, the Remarketing Agent, the Registrar and the Noteholders any right, remedy or claim under or by reason of this Indenture, this Indenture being intended to be for the sole and exclusive benefit of the City, the Bank, the Paying Agent, the Trustee, the Remarketing Agent, the Registrar and the Noteholders.

(b) The provisions of this Indenture shall constitute a contract between the City, the Bank, the Paying Agent, the Trustee, the Remarketing Agent, the Registrar and the holders of the Outstanding Notes, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided, so long as there are any Outstanding Notes.

Section 10.02 Severability. In case any one or more of the provisions of this Indenture or of the Notes issued hereunder shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Indenture or such Notes, and this Indenture and such Notes shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein or therein.

Section 10.03 No Personal Liability of Officials of City. No covenant or agreement contained in the Notes or in this Indenture shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the City in his individual capacity, and neither the members of the City Council nor any official executing the Notes shall be liable personally on the Notes, the Letter of Credit Note or under the Reimbursement Agreement or be subject to any personal liability or accountability by reason of the issuance of the Notes, the Letter of Credit Note or the execution and delivery of the Reimbursement Agreement.

Section 10.04 Counterparts. This Indenture may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Indenture.



Section 10.05 Governing Law. The laws of the State of Illinois shall govern the construction and enforcement of this Indenture and of all Notes issued hereunder; provided, however, that the administration of the trusts imposed upon the Trustee and the Paying Agent by this Indenture shall be governed by, and construed in accordance with, the laws of the respective jurisdictions in which the Trustee and the Paying Agent have their Principal Offices.

Section 10.06 Notices. (a) Except as otherwise provided in this Indenture, all notices, certificates, requests, requisitions or other communications by the City, the Trustee, the Paying Agent, the Registrar, the Remarketing Agent or the Bank pursuant to this Indenture shall be in writing and shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, addressed as follows: if to the City, at the Comptroller's Office, City Hall, Room 501, 121 North LaSalle Street, Chicago, Illinois 60602, Attention: City Comptroller; if to the Trustee, at \_\_\_\_\_, Chicago, Illinois \_\_\_\_\_, Attention: \_\_\_\_\_; if to the Paying Agent or the Remarketing Agent, other than with respect to tenders at the address designated to the City by each and, with respect to tenders, at such other or similar address as shall be designated to the City by each, if to the Registrar, at the address designated to the City; and if to the Bank, to the address designated in the Letter of Credit. Any of the foregoing may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder, including without limitation, telephonic, telex or other similar forms of notice.

(b) The City shall promptly give notice of (i) the designation of any new Trustee or Paying Agent, (ii) the termination or expiration of the Letter of Credit, (iii) any intention to obtain an Alternate Letter of Credit as provided in clause (c) of Section 5.05 hereof, (iv) any proposed amendment to this Indenture, (v) any amendment to the Letter of Credit, the Reimbursement Agreement (or the Custody Agreement executed in connection therewith), or the Remarketing Agreement which, in the opinion of the City, the Trustee or the Paying Agent, is deemed to be a material change, (vi) any replacement of the Remarketing Agent, (vii) any redemption or purchase for cancellation of the Notes or (viii) any change in the Interest Rate Determination Method hereunder, directly to: Moody's Investors Service, Inc., 99 Church Street, New York, New York 10007, Attention: Public Finance Department--Structured Finance Group, and to Standard and Poor's Corporation, 25 Broadway, New York, New York 10004, or to such other address as shall be provided to the City for such notice.

#### Section 10.07 Business Days And Times.

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

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

Section 10.08. Repealer. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of the City of Chicago, or part thereof, is in conflict with the provisions of this Indenture, the provisions of this Indenture shall be controlling. If any section, paragraph, clause or provision of this Indenture shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Indenture.

In Witness Whereof, the City of Chicago, Illinois has caused this Indenture to be executed by its Acting Mayor, attested by its City Clerk and its corporate seal to be affixed hereto; \_\_\_\_\_ has caused this Indenture to be executed by one of its \_\_\_\_\_ Vice Presidents, attested by one of its \_\_\_\_\_ and its corporate seal to be affixed hereto; and \_\_\_\_\_ has caused this Indenture to be executed by one of its \_\_\_\_\_ Vice Presidents, attested by one of its \_\_\_\_\_, all as of the day and year first above written.

[Signature forms omitted for printing purposes.]

Exhibit "A" attached to this Trust Indenture reads as follows:

*Exhibit "A."*

*(Form Of Note).*

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

The definitive Notes shall be printed, lithographed or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing such Notes as evidenced by their execution thereof, but any temporary Note may be typewritten or photocopied or otherwise reproduced.

B. Form Of Registered Note.

(Front Side)

Registered

No. \_\_\_\_\_

Principal Amount

\$ \_\_\_\_\_

United States Of America

State Of Illinois

City Of Chicago

General Obligation

Tender Note,

Series 1988D.

Maturity

Date: \_\_\_\_\_

Date of

Original Issue: \_\_\_\_\_

Commercial Paper Rate Legend.

Beginning of  
Commercial Rate  
Period\*: \_\_\_\_\_

End Of Commercial Paper  
Rate Period (Mandatory  
Tender Date)\*: \_\_\_\_\_

Current  
Commercial  
Paper Rate\*: \_\_\_\_\_

Registered Owner:

Principal Amount:

\* To be completed by Paying Agent while in Commercial Paper Rate Period.

The City of Chicago, Illinois (the "City") hereby acknowledges itself to owe and, for value received, hereby promises to pay to the Registered Owner (named above) or registered assigns (hereinafter the "Noteholder"), on the Maturity Date (identified above), unless this Note shall have been previously called for redemption and payment of the redemption price made or provided for, or if purchased as provided herein and in the Indenture, upon the presentation and surrender hereof as hereinafter set forth, the Principal Amount (stated above) and interest on said Principal Amount from and including the Date of Original Issue (identified above) until payment of said Principal Amount has been made or duly provided for at the rates and on the dates set forth herein. This Note, or a portion hereof, shall be purchased on the demand of the Noteholder as hereinafter described. The principal of this Note is payable at the principal corporate trust office of \_\_\_\_\_, New York, New York, or its successors or assigns, as Paying Agent (the "Paying Agent"). The interest so payable on any Interest Payment Date (as hereinafter defined) will, subject to certain exceptions provided in the Indenture, be paid to the person in whose name this Note is registered at the close of business on the Record Date (as hereinafter defined) preceding such Interest Payment Date. Interest on this Note is payable by the Paying Agent in the manner provided in the Indenture.

If an Event of Default (as defined in the Indenture) has occurred and is continuing and the principal of all the Notes shall have been declared due and payable by \_\_\_\_\_, Chicago, Illinois, or its successors or assigns, as trustee (the "Trustee") and notice thereof mailed to the Noteholders then the principal hereof shall be payable at the principal corporate trust office of the Trustee and the payment of interest hereon shall be made by such Trustee as provided in the Indenture.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State to exist, to have happened and to have been performed, precedent to and in the execution and delivery of the Indenture and the issuance of this Note, do exist, have happened and have been performed in regular and due form and time as required by law.

No covenant or agreement contained in this Note or the Indenture shall be deemed to be a covenant or agreement of any official, officer, agent or employee of the City in his individual capacity, and neither the members of the City Council of the City nor any official executing this Note, shall be liable personally on this Note or be subject to any personal liability or accountability by reason of the issuance or sale of this Note.

This Note shall not be entitled to any right or benefit under the Indenture, or be valid or become obligatory for any purpose, until this Note shall have been authenticated by the execution by the Registrar, or its successor as Registrar, of the certificate of authentication inscribed hereon.

In Witness Whereof, the City of Chicago has caused the seal of that City to be imprinted by facsimile hereon and this Note to be signed by the facsimile signatures of its Acting Mayor and City Comptroller and attested by the facsimile signature of the City Clerk.

[Signature form omitted for printing purposes.]

(Form Of Note -- Reverse Side).

1. Authorization. This Note is one of the duly authorized General Obligation Tender Notes, Series 1988D, of the City (the "Notes"), issued under and pursuant to the Constitution and the City's powers as a home rule unit under Article VII of the Illinois Constitution of 1970, and a Trust Indenture, dated as of \_\_\_\_\_ 1, 1988, between the City, the Trustee and the Paying Agent (the "Indenture"), for the purpose of providing funds to finance current cash flow requirements of the City.

2. Definitions. Any term used herein as a defined term but not defined herein shall be defined as in the Indenture.

3. Source of Payments. The City has caused to be delivered to the Paying Agent an irrevocable letter of credit (the "Letter of Credit") of \_\_\_\_\_ (the "Bank"), in its capacity as issuer of the Letter of Credit, its successors in such capacity and its assigns, which Letter of Credit will expire by its terms not earlier than the maturity date of the Notes. The Paying Agent shall be entitled under the Letter of Credit to draw up to (a) an amount sufficient (i) to pay the principal of the Notes, or (ii) to enable the Paying Agent to pay the purchase price or the portion of the purchase price equal to the principal amount of the Notes delivered to it for purchase, plus (b) an amount equal to not less than seventy-two (72) nor more than two hundred fifteen (215) days' accrued interest on the Outstanding Notes (i) to pay interest on the Notes or (ii) to enable the Paying Agent to pay the portion of purchase price of the Notes delivered to it equal to the accrued interest, if any, on such Notes. The City may, upon the conditions specified in the Indenture, provide for the delivery to the Paying Agent of an Alternate Letter of Credit.

This Note, and the issue of which it is a part, shall be direct and general obligations of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources and each such Note shall be payable from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose.

4. Interest Rate. Interest on this Note will be paid at a Daily Rate, a Commercial Paper Rate or a Fixed Rate as selected by the City and in certain cases the Remarketing Agent (as hereinafter defined) and as determined in accordance with the Indenture. While there exists an Event of Default under the Indenture, the interest rate on the Notes will be the rate of six percent (6%) per annum. The City, acting through its Comptroller, or in certain cases, the Remarketing Agent may change the Interest Rate Determination Method from time to time, which will result in a mandatory tender for purchase of the Notes (see "Tenders" below).

When interest is payable at a Daily, or Commercial Paper Rate, it will be computed on the basis of the actual number of days elapsed over a year of 365 days, and when payable at a Fixed Rate, on the basis of a 360-day year of twelve 30-day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the rate of six percent (6%) per annum.

5. Interest Payment and Record Dates. Interest will accrue on the unpaid portion of the principal of this Note from the last date to which interest was paid, or if no interest has been paid, from the date of the original issuance of the Notes until the entire principal amount of this Note is paid. When interest is payable at the rate in the first column below, interest accrued during the period (an "Interest Period") shown in the second column will be paid on the date (an "Interest Payment Date") in the third column to holders of record on the date (a "Record Date") in the fourth column:

| <u>Rate</u>      | <u>Interest Period</u>                                                                                                                                                                                                            | <u>Interest<br/>Payment Date</u>                             | <u>Record Date</u>                                                                                                                                                                                |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Daily            | From any Interest Payment Date or the first day on which the Notes bear interest at a Daily Rate through the day preceding the next Interest Payment Date                                                                         | First Business Day of each month and at maturity             | Last Business Day before Interest Payment Date                                                                                                                                                    |
| Commercial Paper | From 1 to 180 Days as determined for each Note pursuant to the Indenture ("Commercial Paper Rate Period")                                                                                                                         | Last Business Day of applicable Commercial Paper Rate Period | Last Business Day before Interest Payment Date                                                                                                                                                    |
| Fixed            | From any Interest Payment Date in such Fixed Rate Period or the first day of such Period through the (i) next succeeding June 30 or December 31 prior to maturity, or (ii) Business Day preceding the maturity date for the Notes | Next Day                                                     | (i) Prior to the maturity of the Notes, the fifteenth day of the month (June or December) before the payment date and (ii) in connection with the maturity date of the Notes,<br>October 16, 1989 |

"Business Day" is defined in the Indenture. Payment of defaulted interest will be made to owners of record on the fifth-to-last Business Day before payment.

6. Method of Payment. Holders must surrender Notes to the Paying Agent to collect principal or the purchase price (see "Tenders" below). Interest will be paid on the Interest Payment Date to the Noteholder hereof as of the Record Date (a) in the case of Notes bearing interest at a Short Term Rate, in immediately available funds (which payment may be made by Federal Reserve Funds check, wire transfer or deposit to an account of the Noteholder maintained by the Paying Agent) in accordance with payment instructions given by a Noteholder owning not less than \$1,000,000 in principal amount of Notes to the Paying Agent at the time of the registration thereof and (b) in the case of Notes bearing interest at a Short Term Rate owned by Noteholders other than those described in the preceding clause (a), in the absence of instructions given by Noteholders described in said clause (a) and in the case of all Notes bearing interest at a Fixed Interest Rate, shall be paid by check or draft of the Paying Agent mailed to such Noteholder's registered address. Principal and interest will be paid in money of the United States that at the time of payment is legal tender for payment of public and private debts or by checks or wire transfers payable in such money. If any payment on the Notes is due on a non-Business Day, it will be made on the next Business Day, and no interest will accrue as a result.

7. Tenders. "Tender" means to require, or the act of requiring, the purchase of a Note at its holder's option under the provisions of this Section 7 at 100% of the principal amount plus interest accrued to the date of purchase.

(a) Optional Daily Rate Tender. When interest on the Notes is payable at a Daily Rate, a holder of a Note may tender the Note or portion thereof, provided that such portion is \$100,000 or any integral multiple thereof, by delivering:

(i) an irrevocable written or telephone notice to the Paying Agent and the Remarketing Agent (see address below) by 10:00 A.M., New York City time, on a Business Day, stating the principal amount and Series designation, if any, of the Note and the date (which may be the date the notice is delivered) on which the Note is to be purchased; and

(ii) the Note to the Paying Agent (address below) by 12:00 Noon, New York City time, on the date of purchase (see additional requirements below).

(b) Mandatory Tenders. The Notes are required to be tendered to the Paying Agent for purchase at a purchase price equal to 100% of the principal amount thereof plus accrued interest, if any, to the date of purchase under the circumstances described below. By Acceptance Of This Note, The Registered Owner Agrees To Tender This Note For Purchase Under The Circumstances Described Below. Notes Not So Tendered On The Applicable Mandatory Tender Date Shall Be Deemed Tendered By The Registered Owners Thereof As Of Such Date And The Notes Shall Thereafter Cease To Bear Interest Provided Funds For The Payment Of The Purchase Price Of Such Notes Have Been Deposited With The Paying Agent;

(i) Mandatory Tender on Each Interest Payment Date During Commercial Paper Rate Period. When any Series of Notes bears interest at a Commercial Paper Rate, each Note of such Series will be subject to mandatory tender as provided above on the Interest Payment Date for such Note. If Notes are also subject to mandatory tender under paragraph (ii), below, the mandatory tender will be governed by that paragraph and not this paragraph. Owners of Notes may elect to retain their Notes as provided below; and

(ii) Mandatory Tender Upon a Change in the Interest Rate Determination Method for the Notes. On the effective date of a change in the Interest Rate Determination Method for any Series of Notes (the three methods being Daily, Commercial Paper or Fixed Rates) the Notes of such Series will be subject to mandatory tender as provided above on the effective date of such change. Owners of Notes may elect to retain their Notes as provided below.

(c) Elections to Retain. In order to elect to retain Notes subject to mandatory tender as provided above, Noteholders must deliver the Notes with respect to which such election is made to the Paying Agent at its address set forth below by the sixth-to-last Business Day before the mandatory tender date (or on the first Business Day of any Commercial Paper Rate Period which is shorter than six Business Days) accompanied by an instrument executed by the owner (1) directing the Paying Agent not to provide for the purchase of such Notes (or the portion thereof specified therein) on the mandatory tender date, (2) agreeing not to sell such Notes or portion thereof prior to the mandatory tender date, (3) agreeing not to exercise any tender applicable to such Notes prior to the mandatory tender date, (4) acknowledging that such waiver is irrevocable and (5) when applicable, acknowledging that a current right to tender the Notes will not be available after the mandatory tender date.

If the Notes are subject to mandatory tender due to a change in the Interest Rate Determination Method to a Commercial Paper Rate;

(1) the election must also direct the Paying Agent not to provide for the purchase of such Notes for any subsequent Commercial Paper Rate Period established between the date of such election and the effective date of the change; and

(2) if the Remarketing Agent notifies the Paying Agent that the Notes are to be sold on the condition that the Noteholder designates an agent to hold such Notes on the owner's behalf for as long as the Notes bear interest at a Commercial Paper Rate, then the election must contain a direction by the Noteholder to deliver such Notes to such agent on the effective date of the change.

Any such election to retain Notes shall be irrevocable and any right to tender such Note at the option of the owner thereof shall not be exercisable by such owner once the election has been made. Any such election to retain shall bind any subsequent owner of such Note or any Note delivered in substitution therefor. In addition, the failure by the owner timely to make any such election to retain Notes shall be binding on any subsequent owner of such Note or any Note delivered in substitution therefor.



Notwithstanding the foregoing, no election to retain a Note subject to mandatory tender may be made with respect to any Note, and any such election that may have been made may be rendered void, if the City has directed that such Note be purchased for cancellation pursuant to the Indenture.

Any Note received by the Paying Agent pursuant to an election to retain shall be held in safekeeping for its owner and a new Note shall be delivered to such owner (or his agent) on the mandatory tender date.

(d) Payment of Purchase Price. The purchase price for a Note tendered for purchase will be paid in immediately available funds by the close of business on the date of purchase. In order to receive such purchase price, this Note must conform in all respects to the description contained in the notice delivered by the Noteholder pursuant to paragraph 7(a)(i), above, and must be physically delivered to the Paying Agent properly endorsed for transfer. This Note must be accompanied by an instrument of transfer executed in blank by the Noteholder and with the signature of such Noteholder guaranteed by a bank, trust company or member firm of the New York Stock Exchange, Inc. The Paying Agent may refuse to accept deliver of this Note if a proper instrument of transfer is not provided.

(e) Delivery Addresses; Additional Delivery Requirements. Notices in respect of tenders and Notes tendered must be delivered as follows:

Notices to  
Remarketing Agent:

Notes and Notices  
to Paying Agent:

These addresses may be changed by notice mailed by first class mail to the Noteholders at their registered addresses.

(f) No Tenders During Default. No Notes may be tendered during the existence of an Event of Default if the Trustee has notified the Paying Agent that it has given notice by mail to the Noteholders of a declaration that all the Notes are due and payable.

(g) Effect of Redemption or Mandatory Tender. Notes tendered for purchase on a date after a call for redemption or before a mandatory tender date but before the redemption date or mandatory tender date shall be purchased pursuant to the tender.

8. Redemptions. All redemptions will be made in funds immediately available on the redemption date and will be at a redemption price of 100% of the principal amount of the Notes being redeemed plus interest accrued to the redemption date, if any.

Optional Redemption. When interest on the Notes is payable at a Daily Rate, the Notes may be redeemed in whole or in part at the option of the City on the first Business Day of each month. The Notes are not subject to optional redemption during any Commercial Paper Rate Period or any Fixed Rate Period.

Mandatory Redemption for Failure to Reinstate the Letter of Credit or for an Event of Default under the Reimbursement Agreement. All Notes shall be subject to mandatory redemption by the City at the principal amounts thereof and accrued interest to the date of redemption in the event that the City, the Trustee, the Paying Agent and the Remarketing Agent receive notice from the Bank that the Letter of Credit in respect of such Notes will not be reinstated in accordance with the provisions of the Reimbursement Agreement and the Letter of Credit, or if such parties receive notice from the Bank that an Event of Default has occurred under the Reimbursement Agreement.

Notice of Redemption. At least 30 days before each optional redemption described in paragraph 8 hereof, the Paying Agent will mail a notice of redemption by first class mail to each Noteholder at the holder's registered address. The Paying Agent is required to give notice by first class mail of mandatory redemption described in the preceding paragraph to the owners of the Notes to be redeemed not less than 5 days nor more than 10 days prior to the date fixed for redemption. Failure to give any required notice of optional redemption as to any particular Notes will not affect the validity of the call for redemption of any Notes in respect of which no failure occurs. Failure to give any required notice of mandatory redemption of any Notes will not affect the validity of the call for redemption of such Notes. Any notice mailed as provided in this paragraph will be conclusively presumed to have been given whether or not actually received by the addressee.

Effect of Notice of Redemption. When notice of redemption is given as required, Notes (or portions thereof) called for redemption become due and payable on the redemption date at the applicable redemption price; in such case when funds are deposited with the Paying Agent sufficient for redemption, interest on the Notes (or portions thereof) to be redeemed ceases to accrue as of the date of redemption.

9. Denominations; Transfer; Exchange. The Notes are in registered form without coupons in denominations of \$100,000 or any integral multiple of \$100,000, except that when interest is payable at a Fixed Rate Notes may be in denominations of \$5,000 or integral multiples of \$5,000. A holder may transfer or exchange Notes in accordance with the Indenture. The Registrar may require a holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Notes may be exchanged at the principal office of the Registrar upon the terms set forth in the Indenture.

10. Persons Deemed Owners. The registered holder of this Note may be treated as the owner of it for all purposes.

11. Unclaimed Money. If money for the payment of principal, interest or purchase price remains unclaimed for two years, the Paying Agent will, upon the request of the City and with the consent of the Bank, pay the money to or for the account of the City. After that, holders entitled to the money must look only to the City and not to the Trustee, Paying Agent or the Bank for payment unless an abandoned property law designates another person.

12. Amendment and Supplement, Waiver. Subject to certain exceptions, the Indenture may be amended or supplemented, with the consent of the holders of 60% in aggregate principal amount of the Notes. Without the consent of any Noteholder, the City may amend or supplement the Indenture as described in the Indenture, to cure any ambiguity, omission, defect or inconsistency, to provide for uncertificated Notes in addition to or in place of certificated Notes, or to make any change that does not materially adversely affect the rights of any Noteholder.

13. Defaults and Remedies. The Indenture provides that the occurrences of certain events constitute Events of Default. If certain Events of Default occur, the Trustee may, and at the written request of the holders of at least 51% in principal amount of the Notes shall, declare the principal of all the Notes to be due and payable immediately. An Event of Default and its consequences may be waived as provided in the Indenture. Noteholders may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may refuse to enforce the Indenture or the Notes unless it receives indemnity satisfactory to it. Subject to certain limitations, holders of a majority in principal amount of the Notes may direct the Trustee in its exercise of any trust or power.

14. No Recourse Against Others. A member, official, officer, agent or employee, as such, of the City shall not have any liability for any obligations of the City under the Notes or the Indenture or for any claim based on such obligations or their creation. Each Noteholder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Note.

15. Authentication. This Note shall not be valid until the Registrar signs the certificate of authentication on the other side of this Note.

16. Abbreviations. Customary abbreviations may be used in the name of a Noteholder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

[Form Of Assignment].

I or we assign and transfer to

7/29/88

UNFINISHED BUSINESS

17051

Insert social security or other  
identifying number of assignee

[\_\_\_\_\_]

[\_\_\_\_\_]

(Print or type name, address and zip code of assignee)

this Note and irrevocably appoint \_\_\_\_\_ agent to  
transfer this Note on the books of the City. The agent may substitute another to act for  
him.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
(Sign exactly as name appears on the other side of this Note)

Signature guaranteed: \_\_\_\_\_

*Re-Refered* -- AMENDMENT OF MUNICIPAL CODE CHAPTER  
25.1, SECTION 25.1-2 BY ASSIGNING COMMISSIONER  
OF PERSONNEL AUTHORITY TO REINSTATE  
FORMER CAREER SERVICE EMPLOYEES.

On motion of Alderman Shaw, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of April 13, 1988, pages 11902 and 11904, recommending that the City Council pass a proposed ordinance amending Chapter 25.1, Section 25.1-2 of the Municipal Code by assigning the Commissioner of Personnel authority to reinstate former career service employees.

Alderman Natarus moved to re-refer the said proposed ordinance to the Committee on Finance. The motion *Prevailed* and the said proposed ordinance was *Re-Referred to the Committee on Finance*.

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*Re-Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER  
25.1, SECTION 25.1-5 BY PRECLUDING APPLICATION  
OF DISCIPLINARY MEASURES FOR WARRANTED  
EMPLOYEE ABSENCES.

On motion of Alderman Shaw, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of May 11, 1988, pages 12950 and 12951, recommending that the City Council pass a proposed ordinance amending Chapter 25.1, Section 25.1-5 of the Municipal Code by precluding the application of disciplinary measures for warranted employee absences.

Alderman Natarus moved to re-refer the said proposed ordinance to the Committee on Finance. The motion *Prevailed* and the said proposed ordinance was *Re-Referred to the Committee on Finance*.

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**MISCELLANEOUS BUSINESS.**

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*Rules Suspended* -- CONSIDERATION GIVEN TO ERECTION  
OF "STOP" SIGNS AT VARIOUS LOCATIONS.

Alderman Shaw moved to *Suspend the Rules Temporarily* for the immediate consideration of and action upon three proposed orders requesting the erection of stop signs at various intersections. The motion *Prevailed*.

Thereupon, on motion of Alderman Shaw, the said proposed orders were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said orders, as passed, read respectively as follows (the italic heading in each case not being a part of the order):

*South State Street And East 122nd Street.*

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the erection of "Stop" signs for north and southbound traffic on South State Street at the intersection of East 122nd Street.

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*East 107th Street And South Prairie Avenue.*

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the erection of "Stop" signs for east and westbound traffic on East 107th Street at the intersection of South Prairie Avenue.

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*South King Drive And East 109th Street.*

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the erection of "Stop" signs for north and southbound traffic on South King Drive at the intersection of East 109th Street.

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OFFICIAL JOURNAL OF REGULAR MEETING HELD ON  
JULY 13, 1988 CORRECTED.

Alderman Beavers moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, July 13, 1988, as follows:

Page 15497--by inserting the following language above the eleventh line from the bottom of the page:

*"Committee on Finance.*

(Signed) WILLIAM M. BEAVERS,  
*Chairman,  
Committee on Police, Fire  
and Municipal Institutions."*

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CONGRATULATIONS EXTENDED ALDERMAN ROBERT SHAW  
ON HIS BIRTHDAY.

At this point in the proceedings, Alderman Jones noted that July 29th was Alderman Shaw's birthday. Alderman Shaw was warmly applauded by the City Council and assembled guests.

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**Time Fixed For Next Succeeding Regular Meeting.**

By unanimous consent, Alderman Natarus 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 Friday, the twenty- ninth (29th) day of July, 1988, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the fourteenth (14th) day of September, 1988, 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 Natarus, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 47.

*Nays* -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

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**Adjournment.**

Thereupon, Alderman Natarus moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, September 14, 1988, at 10:00 A.M., in the Council Chamber in City Hall.



WALTER S. KOZUBOWSKI,  
*City Clerk.*



