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COPY



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

Regular Meeting—Monday, October 27, 1986

at 10:00 A.M.

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

OFFICIAL RECORD.

HAROLD WASHINGTON
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

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

Absent -- Alderman O'Connor.

Call to Order.

On Monday, October 27, 1986 at 12:07 P.M. (the hour appointed for the meeting was 10:00 A.M.) Honorable Harold Washington, Mayor, called the City Council to order. Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Quorum Present.

Invocation.

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

At this point in the proceedings, Mayor Washington invited to the rostrum Aldermen Oberman and Stone, together with Mr. Raymond Epstein, Chairman of the Joint Planning Committee for Summit II, an organization dedicated to the plight of Soviet Jewry.

Alderman Oberman and Mr. Epstein each expressed their gratitude to the Mayor and members of the City Council for proclaiming November 13, 1986 "Soviet Jewry Day in Chicago". Upon stating that the day would be observed by a grand march and rally to be held on behalf of Soviet Jews held captive in the Soviet Union, Mr. Epstein presented to the Mayor a petition thanking the government of the United States for its past assistance to Soviet Jewry and urging continued vigilance and action on their behalf. After concurring with the sentiments expressed by Alderman Oberman and Mr. Epstein, Mayor Washington affixed his signature as the first of anticipated millions on the petition.

The petition was then passed to the members of the City Council for their signatures.

HAPPY BIRTHDAY WISHES EXTENDED TO ALDERMAN LANGFORD.

Alderman Kelly moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business, to wish Alderman Anna Langford a happy birthday. The motion *Prevailed*.

Alderman Langford was then presented with a bouquet of roses, and wishes were extended for a happy birthday, with many more to come.

REGULAR ORDER OF BUSINESS RESUMED.

**REPORTS AND COMMUNICATIONS
FROM CITY OFFICERS.**

Referred -- APPOINTMENT OF MR. ERNEST G. BAREFIELD
AS MAYOR'S ADMINISTRATIVE OFFICER.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 27, 1986.

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

LADIES AND GENTLEMEN -- I hereby appoint Ernest G. Barefield to be the Mayor's Administrative Officer.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- MAYOR'S APPOINTMENT OF MRS. PATRICIA CROWLEY
AS COMMISSIONER OF CHICAGO HOUSING AUTHORITY.

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COMMUNICATIONS, ETC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 27, 1986.

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

LADIES AND GENTLEMEN -- I hereby appoint Mrs. Patricia Crowley as a Commissioner of the Chicago Housing Authority for the term ending January 8, 1991, replacing Estelle Holzer.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- MAYOR'S APPOINTMENT OF MR. JOHN STEELE
AS CHAIRMAN OF LICENSE APPEAL
COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 27, 1986.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution appointing John Steele as Chairman of the License Appeal Commission for the term ending February 15, 1990, to succeed Robert J. Weber.

Your favorable consideration of this appointment will be appreciated.

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

Placed on File -- MAYOR'S APPOINTMENT OF MR. ROBERT C. HOWARD
AS CHAIRMAN OF BOARD OF ETHICS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 27, 1986.

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

LADIES AND GENTLEMEN -- I hereby appoint Robert C. Howard as Chairman of the Board of Ethics for the term expiring April 1, 1990, replacing Donald Benedict.

I submit this communication for your information.

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

Referred -- WITHDRAWAL OF MAYOR'S APPOINTMENT OF
MR. ROBERT C. HOWARD AS MEMBER OF
BOARD OF MUNICIPAL
INVESTIGATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 27, 1986.

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

LADIES AND GENTLEMEN -- I hereby withdraw the nomination of Robert C. Howard as a member of the Board of Municipal Investigation submitted to you on February 26, 1986.

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

10/27/86

COMMUNICATIONS, ETC.

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Referred -- WITHDRAWAL OF MAYOR'S APPOINTMENT
OF MR. WALTER CLARK AS MEMBER OF
COMMERCIAL DISTRICT
DEVELOPMENT
COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 27, 1986.

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

LADIES AND GENTLEMEN -- I have withdrawn the appointment of Walter Clark as a member of the Commercial District Development Commission.

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

Referred -- AUTHORIZATION FOR C.D. FLOAT LOAN TO
BETHEL NEW LIFE, INCORPORATED, FOR
REHABILITATION OF GUYON HOTEL.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 27, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance authorizing the making of a C.D. Float loan in an amount not to exceed \$2,800,000. The funds are to be loaned to Bethel New Life, Inc. for rehabilitation of the Guyon Hotel.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL FOR ACQUISITION OF PARCEL OF
LAND LOCATED AT 5225 SOUTH WESTERN AVENUE

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 27, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Streets and Sanitation, I transmit herewith an ordinance approving the acquisition of a parcel of land identified as 5225 S. Western Avenue, Chicago, Illinois, for such Department's use.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- ORDINANCE PROHIBITING CAMPAIGN CONTRIBUTIONS
IN EXCESS OF \$1,500 TO ANY CANDIDATE
FOR CITY OFFICE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 27, 1986.

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

10/27/86

COMMUNICATIONS, ETC.

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LADIES AND GENTLEMEN -- I transmit herewith an ordinance prohibiting campaign contributions in excess of \$1,500 in any election to any candidate for elected City office.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- ORDINANCE PROHIBITING ANY PERSON WHO HAS
HAD INTEREST IN ANY CITY CONTRACT FROM
MAKING CAMPAIGN CONTRIBUTIONS IN
EXCESS OF \$1,500 TO ANY
CANDIDATE FOR CITY
OFFICE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 27, 1986.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance prohibiting any person who has had an interest in any City contract within the past four years from making campaign contributions in excess of \$1,500 in any election to any candidate for elected City office.

Your favorable consideration of this ordinance will be appreciated.

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

STATEMENT BY HONORABLE HAROLD WASHINGTON, MAYOR,
CONCERNING EFFORTS TO PREVENT CORRUPTION
IN GOVERNMENT.

Honorable Harold Washington, Mayor, presented the following communication concerning efforts to prevent corruption in government:

October 27, 1986.

Disclosure of the contents of the Sullivan Report last week told us little more than some of the city's media and public interest organizations have already reported, about certain incidents of alleged corruption and ethical breaches, in the course of the past year.

In addition to the Federal investigation, this administration has independently acted, immediately and forcefully, to anticipate, to prevent, and to punish, every instance of illegal or unethical conduct in City government:

- We immediately ordered an investigation by the Office of Municipal Investigations when we first learned of the allegations.
 - We immediately fired one City employee who admitted to having taken a bribe.
 - We immediately fired one City employee who admitted to having taken a bribe.
 - We immediately announced that every city employee, from the Mayor on down, would be expected to cooperate with the O.M.I. investigation.
 - We immediately fired one City employee who admitted to having taken a bribe.
 - We fired two additional employees for refusing to cooperate with the O.M.I. investigation.
 - We issued our own Executive Order on Ethics, in the absence of an Ethics Ordinance passed by City Council.
- We ordered a review of all City collections procedures, whether under investigation or not, to guarantee integrity of current systems, and accelerate improvement of those systems.
- We ordered a review of all operating procedures in any city office where there is a substantial fiduciary responsibility.
 - We appointed an independent special counsel to O.M.I., a man of credentials and public confidence, and insured him full cooperation and freedom to follow his investigation wherever it might lead.
 - We submitted a series of ordinances to grant O.M.I. the subpoena power necessary to conduct a full investigation.
 - Upon receipt of the O.M.I. report, and the information that the report was intended to protect the confidentiality of witnesses, we went to court to obtain a waiver to enable the report to be made public.
 - Upon receipt of the O.M.I. report, we immediately fired another City employee whose performance was called into question by the report.
 - Upon receipt of the O.M.I. report, we immediately acted to correct collections, procedures and revenue administration in ways suggested by the reports

findings; including a series of measures designed to improve revenue collections while protecting the integrity of the collections and accounting process.

We find ourselves at a point in history where it is clear that this body must take major steps to prevent recurrences of the historic, systemic corruption that has led to the conviction of past members of this body and members of past administrations.

In addition, we must continue our efforts to put an end to other questionable practices which may presently lie just within the law, but which, in most other jurisdictions in this nation, are illegal as well as unethical.

We do not have to go far back in history to recall the Chairman of this body's Finance Committee convicted of felonies in office by a Federal court.

We have seen an important figure on the Zoning Committee similarly convicted and jailed.

We have seen a mayoral Press Secretary convicted of corruption and sentenced to jail.

During the immediately preceding administration we found countless questions raised relating to potential conflicts of interest and influence peddling by top city officials, and of questionable conduct by members of this body. Even as we meet today, a Superintendent of Police, appointed under the previous administration, awaits trial for misconduct in office.

And during the tenure of the current City Council we have been treated to revelations of aldermen engaged in lawsuits against this administration at far less than arm's length; of aldermen engaged in business with the City through their law firms; of nepotistic practices that have shamed our City; and other highly questionable actions.

Clearly, major steps must be undertaken beyond those I have been able to effectuate by directive and executive order.

Therefore, it is my intention later this week to embark on a comprehensive, long-range series of ethics reforms and anti-corruption measures in order to begin the cleansing process, and I will be seeking the cooperation of this body for many of those measures.

First, I will shortly submit to the Council a newly revised ethics ordinance designed to spell out clearly a code of conduct against which City Council members and the Administration must be held legally accountable.

Second, I will seek expanded powers for the Office of Municipal Investigations that will increase its ability to investigate and root out corruption and conflicts of interest.

Third, I will open a second front in the war on corruption by seeking State legislation aimed at closing some of the present loopholes in ethics and disclosure laws as they affect all public officials and public servants in all of our cities.

Fourth, I will work to expand public understanding of the Ethics Board as well as the Office of Municipal Investigations in order to encourage greater communication between those

official bodies and anyone in and out of government who has information or charges that merit their attention.

The full cooperation of the City Council will be sought in these efforts. We are long past the day when any public official in Chicago can claim there are sufficient laws on the books to deal with corruption -- and it is clearly less than sufficient to evade action by claiming that more laws will not deter those who choose to act unethically or illegally. The sorry history of recent administrations suggests that loose or lax ethics laws are an invitation to abuse. We must begin to take preventive action with renewed vigor now.

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

Honorable Walter S. Kozubowski, City Clerk, informed the City Council that documents have been filed in his office relating to the respective subjects designated as follows:

Placed on File -- OATH OF OFFICE.

The oath of office of Mr. Arthur J. Smith as a member of the Chicago Police Board, filed on October 20, 1986.

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

Also, communications from Mr. Ralph C. Wehner, District Engineer, under date of October 14, 1986, announcing that the Department of Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on the date noted (involving expenditures of Motor Fuel Tax Funds) as follows:

April 9, 1986.

Repairs to 100th Street Drawbridge over Calumet River;

Repairs to Canal Street Drawbridge over Chicago River;

Repairs to Adams Street Drawbridge over Chicago River.

*Placed on File -- ANNUAL STATEMENT OF LABORERS' AND
RETIREMENT BOARD EMPLOYEES' ANNUITY
AND BENEFIT FUND FOR YEAR 1985.*

Also, the annual statement for the year ended December 31, 1985, of the Laborers' and Retirement Board Employees' Annuity and Benefit Fund of Chicago, as prepared by Actuary Donald F. Campbell, and transmitted by Mr. James Capasso, Jr., Secretary, which was *Placed on File*.

Placed on File -- 1987 ADMINISTRATIVE BUDGETS FOR
PUBLIC BUILDING COMMISSION.

Also, communications from Mr. Brian M. Kilgallon, Assistant Secretary, and Mr. Albert Grange, Comptroller, Public Building Commission of Chicago, addressed to the City Clerk under date of October 17, 1986, transmitting a resolution adopted by the Commission and a copy of the 1987 Administrative Budgets for the Commission, which were *Placed on File*.

Placed on File -- APPROVAL BY CHICAGO PLAN COMMISSION
AND DEPARTMENT OF PLANNING OF CERTAIN
PROPOSALS.

Also, copies of resolutions adopted by the Chicago Plan Commission on October 17, 1986, and reports of the Department of Planning, approving the following proposals, which were *Placed on File*:

*Department of Housing, City Real Estate Section
Disposition of Vacant City-Owned Properties.*

Referral Number	Address
86-208-02	1409 North Mohawk Avenue
86-209-02	1359 North Mohawk Avenue
86-210-02	1323 North Mohawk Avenue
86-211-02	1222 East 93rd Street
86-212-02	1453 North Bosworth Avenue
86-213-02	2020 West Rice Street
86-214-02	914-922 East 57th Street/5651-5657 South Sangamon Street
86-215-02	5 Properties to be Disposed Under Provisions of the Adjacent Neighbors Land Acquisition Program 4313 West Maypole Avenue

Referral Number	Address
	1113 North Mozart Street 5532 South Shields Avenue 4022 South King Drive 4435 West Washington Boulevard
86-219-02	4559-4605 South Woodlawn Avenue

Department of Public Works.

Referral Number	Proposal
86-206-06	18th Street Improvement -- Ashland Avenue to Canal Street
86-207-06	Clark Street Improvement -- Cullerton Street to 13th Street
86-216-06	Viaduct Improvement -- West Pershing Road at South Stewart Avenue

Department of Urban Renewal.

Referral Number	Proposal
86-217-08	Amendment No. 13 to the Near West Side Conservation Plan
86-218-08	Amendment No. 6 to the Lincoln Park Conservation Plan

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

Also, a communication signed by Elizabeth Hollander, Commissioner of Planning, under date of October 22, 1986, showing the recommendations of the Commissioner and Zoning Administrator concerning map amendments for which public hearings were held October 14, 1986, in accordance with provisions of Section 11.9-4 of the Chicago Zoning Ordinance as passed by the City Council on January 31, 1969, which was *Placed on File*.

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

Also, communications from Louis Koncza, City Engineer, Department of Public Works, addressed to the City Clerk under the date of October 24, 1986, transmitting certified copies of amount of assessments for New Street Improvement Program in accordance with Chapter 200.4-4 of the Municipal Code, which was *Placed on File*.

Placed on File -- REPORT OF VOUCHER PAYMENTS FOR PERSONAL
SERVICES FOR MONTH OF SEPTEMBER, 1986.

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

[Voucher payments printed on page 34972 of this Journal.]

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, etc. which were considered by the City Council on October 15, 1986, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on October 22, 1986, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on October 15, 1986, published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947.

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

The City Clerk transmitted communications, reports, etc., relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

Applications (in duplicate) together with proposed ordinances for amendment of the Chicago Zoning Ordinance, as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

(Continued on page 34973)

PERSONAL SERVICES PAID BY VOUCHER FOR SEPTEMBER 1986

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE		SEPT. 1986
Collins, Tracey	1054 E. 100th Pl	Consumer Services	Farmer Mkt. Asst. Mgr.	100	4.50	P/H	362.25
Cottle, Charles	6034 N. Fairfield	"	"	"	4.50	"	346.50
Epps, Karen	10104 S. Lowe	"	"	"	4.50	"	189.00
Francis, Sherese	5537 N. Glenwood	"	"	"	4.50	"	189.00
Fuller, Malcolm	3617 S. Michigan	"	"	"	4.50	"	63.00
Miceli, Brian	4418 W. Wilson	"	"	"	5.00	"	431.89
Miller, Lloyd	809 E. 101st St.	"	"	"	4.50	"	189.00
Phillips, Jeffery	8240 S. Colfax	"	"	"	6.00	"	378.00
Tweedle, Misha	3001 S. King Dr.	"	"	"	4.50	"	189.00
Wallace, Earl A.	1616 N. Mayfield	"	"	"	5.00	"	332.50
Borchek, Peter G.	5240 W. Winemac	Fire	Fireman	"	235.23	Settlement	235.23
Cosgrove, Michael	932 W. Carmen	"	"	"	696.31	"	696.31
Dawson, Vernon	10733 Avenue N	"	Marine Boat Pilot	"	1,034.73	"	1,034.73
Martin, Sylvia	13243 S. Riverdale	Consumer Services	Farmer Mkt. Asst. Mgr.	"	4.50	P/H	94.50
Smith, Eric	731 E. 101st	"	"	"	4.50	"	126.00
Hillmert, William C.	2446 W. 115th	Fire	Fireman	"	522.70	Settlement	522.70
Kehoe, Leo T.	6206 S. Natoma	"	"	"	8,536.11	"	8,536.11
King, Dennis	4536 W. 77th Pl.	"	"	"	7,216.20	"	7,216.20
Mahoney, Clarence	1421 W. 105th	"	"	"	479.52	"	479.52
O'Donnell, Bernard	8606 S. Kolin	"	"	"	615.24	"	615.24
Johnson, Jackie	129 W. 104th	Mayor's Ofc.	Clerk	"	3.75	P/H	262.50
Watts, Felicia	5636 S. Hoyne	"	"	200	15,072.00	P/Y	1,328.88
Grasz, James	1121 S. State	Police	Policeman	100	392.16	Settlement	392.16
Kuan Ka Nam	7737 W. Glenlake	"	"	"	722.70	B/P	722.70
Stofent, Harold N.	321 W. Menomonee	"	"	"	352.98	"	352.98
Stokes, Little B.	3353 W. Fulton	"	"	"	7.55	P/H	1,751.60
Williams, James V.	315 W. 110th Pl.	Water	Laborer	"	13,566.88	B/P	13,566.88
Murphy, Betty J.	5461 N. East River Rd	"	Coord. of Spec. Events	200	25,536.00	P/Y	1,080.42

(Continued from page 34971)

James Ganley -- to classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 13-M bounded by

West Gunnison Street; a line 804.57 feet east of and parallel to North Melvina Avenue; a line 135.6 feet south of and parallel to West Gunnison Street; and a line 776.4 feet east of and parallel to North Melvina Avenue;

John J. Pikarski, Jr. -- to classify as a B5-2 General Service District instead of a B4-1 Restricted Service District the area shown on Map No. 15-N bounded by

a line 49.81 feet north of and parallel to the alley next north of and parallel to North Northwest Highway; a line 300 feet east of and parallel to North Niagara Avenue; a line 98.99 feet north of and parallel to the alley next north of and parallel to North Northwest Highway; a line 344.19 feet east of and parallel to North Niagara Avenue; the alley next north of and parallel to North Northwest Highway; a line 125 feet west of North Raven Avenue as measured along the north line of North Northwest Highway; North Northwest Highway; a line 300 feet west of North Raven Avenue as measured along the north line of North Northwest Highway; the alley next north of and parallel to North Northwest Highway; and a line 232 feet east of and parallel to North Niagara Avenue.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Adamski Debra, Allstate Ins. Co. (5) Allstate Ins. Claim No. 1371527407, John Nugent, Ramon, Villafuerto, Earl Eden d/b/a O'Hare Heel Bar, Inc., Orville Jones, Alto Richard, American Ambassador Cas. Co. and David Botica, Arvisu Rafael;

Blake Omettress, Brilliant Neil, Brown Jamie, Butler George;

Calhoun Ellis, Carr Estelle, Constitutional Cas. Co. and Edna Cisneros, Continental Ins. Co. and Phyllis Sonocki;

Deering Roosevelt, Diaz Jesse, Duncan Demolition, Inc.;

Gaynes Norbert;

Hanover Ins. Co. and C. Philip Smiley and Smiley Ace Hardware, Hochberg Ira, Hudson Edward, Hudson Robin;

Jacoby Mary;

Kaiser Ellen, Kratowicz Walter;

Lawler Patrick, Losey Ralph;

Macaluso Connie, McMillin Catherine, Moorer Russell (Moorer Delores), Muniz Steve;

Nisivaco Louis;

Okla Mike;

Perry Timothy, Prack Donna;

Salamone Philip, Sayre Robert P., Schmakel Elizabeth, Sindut Geraldine, Smith J. L. Inc., Springer Jack, State Farm Ins. Co. and John Edwards, Stucki Barbara, Swiggers Saloon;

Transamerica Ins. Co. and L. H. Flaherty and Company, Trans Canada Truck Lines, Traubenik Helen, Treonis Eleanor;

Unigard Ins. Group and Evelina Ramos;

Villwock Michael;

Wordlaw Obie;

Zitzler Harry.

Referred -- RECOMMENDATION OF COMMISSION ON CHICAGO
HISTORICAL AND ARCHITECTURAL LANDMARKS THAT
ESQUIRE THEATER BE DESIGNATED
A "CHICAGO LANDMARK".

Also, a communication from Mr. William M. McLenahan, Director, Commission on Chicago Historical and Architectural Landmarks, under date of October 17, 1986, transmitting the recommendation that the Esquire Theater be designated as a "Chicago Landmark", which was *Referred to the Committee on Historical Landmark Preservation.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

MUNICIPAL CODE CHAPTER 14, SECTION 14-12 AMENDED
CONCERNING TOWING OF ABANDONED
AUTOMOBILES.

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

WHEREAS, The City of Chicago is a home-rule unit under the 1970 Illinois Constitution, Article VII, Section 6(a); and

WHEREAS, The problem of abandoned cars on the streets of the City of Chicago is rampant and presents a danger to the health and welfare of the citizens of the City of Chicago; now, therefore,

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

SECTION 1. Chapter 14, Section 14-12, is hereby amended by adding the language in italics and deleting the language bracketed as follows:

Section 14-12. Each ward superintendent and such other employees of the Department of Streets and Sanitation as the Commissioner of Streets and Sanitation shall designate, shall have the powers of members of the police force to serve process within the City for the violation of Sections 99-3.1, 99-16, 99-17, 99-18, 99-20, 99-21, 99-23, 99-29, 99-31, 99-33, 99-36, 99-41, 99-61.7, 101-29.1, 167-4, 167.7, [and] 193-8, 27-360(4) of the Municipal Code of Chicago.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- Alderman Hansen -- 1.

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

AUTHORIZATION FOR FISCAL YEAR 1986 -- 1987
BOARD OF EDUCATION TAX LEVY.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the levy of fiscal year 1986 -- 1987 taxes in the amount of \$564,639,022.00 for the Board of Education.

Alderman Burke moved to concur in the committee's recommendation.

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Oberman, Hansen, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, Pucinski, Natarus, McLaughlin, Schulter, Stone -- 21.

Alderman Stone then moved for verification of the foregoing roll call vote.

Thereupon, the clerk re-called the roll and the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Santiago, Frost, Giles, Oberman, Hansen, Volini, Orr -- 26.

Nays -- Aldermen Vrdolyak, Huels, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, Pucinski, Natarus, McLaughlin, Schulter, Stone -- 20.

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

The following is said ordinance as passed:

WHEREAS, The Board of Education of the City of Chicago has determined that it is necessary to raise Five Hundred Sixty-four Million, Six Hundred Thirty- nine Thousand, Twenty-two Dollars (\$564,639,022.00) by taxation for the current fiscal year 1986-1987 of the Board of Education; and

WHEREAS, The Board of Education has complied with the provisions of the Truth in Taxation Act in that it gave notice of a public hearing on September 11, 1986 in the *Chicago Sun-Times* and on September 11, 1986 in the *Wheaton Daily Journal*, and that said hearing was properly held on September 19, 1986; and

WHEREAS, Thereafter at a regular meeting held on September 24, 1986, the Board of Education duly adopted a resolution demanding and directing the City Council of the City of Chicago to levy school taxes for the fiscal year 1986- 1987, which resolution is in words and figures as follows:

*"Order, Demand And Direction
Tax Levy For The Fiscal Year 1986 -- 1987"*

Resolved, and it is hereby certified by the Board of Education of the City of Chicago that it requires to be levied for the fiscal year 1986 -- 1987 (September 1, 1986 through August 31, 1987) upon the estimated equalized assessed value of all of the taxable property in the City of Chicago, a school tax for Educational Purposes; a school tax for Building Purposes and the Purchase of School Grounds; a school tax for the purpose of Furnishing Free Textbooks in the Public Schools; a school tax for the purpose of Establishing, Equipping,

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

For educational purposes

\$351,376,472.00

For building purposes and the purchase of

school grounds	\$93,755,902.00
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For the purpose of furnishing free textbooks in the Public Schools	18,318,205.00
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For the purpose of establishing, equipping, maintaining and operating playgrounds adjacent to or connected with any Public School and for recreational purposes in connection with any Public School	9,991,748.00
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For the purpose of providing special education services	6,661,165.00
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For the purpose of providing revenue for the Public School Teachers' Pension and Retirement Fund	51,310,625.00
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For the purpose of purchasing Liability Insurance, Claim Services, paying Tort Judgments and Settlements and for Protection against Liability and to pay the operating and administrative costs and expenses incurred by the Board including the cost of legal services and the wages and salaries of employees in connection with defending itself or otherwise protecting itself against liability, under the Workers' Compensation Act, Occupational Diseases Act and Unemployment Insurance Act	10,944,792.00
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For the purpose of providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-7, Vincennes Middle School	1,052,321.00
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For estimated loss and cost of collection and deferred collections	43,847.00	1,096,168.00
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For the purpose of providing revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-3, Walt Disney School	1,239,186.00
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For estimated loss and cost of collection and deferred collections	51,632.00	1,290,818.00
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For the purpose of providing revenue for
the payment of the expenses of operation
and maintenance of Public Building
Commission Project BE-11, Austin
Middle School \$939,797.00

For estimated loss and cost of collection
and deferred collections 39,158.00 \$978,955.00

For the purpose of providing revenue for
the payment of the expenses of operation
and maintenance of Public Building
Commission Project BE-14, John Hope
Middle School 910,822.00

For estimated loss and cost of collection
and deferred collections 37,951.00 948,773.00

For the purpose of providing revenue for
the payment of the expenses of operation
and maintenance of Public Building
Commission Project BE-15, Garrett A.
Morgan School 496,239.00

For estimated loss and cost of collection
and deferred collections 20,677.00 516,916.00

For the purpose of providing revenue for
the payment of the expenses of operation
and maintenance of Public Building
Commission Project BE-17, Southwest
Area High School 3,056,069.00

For estimated loss and cost of collection
and deferred collections 127,336.00 3,183,405.00

For the purpose of providing revenue for
the payment of the expenses of operation
and maintenance of Public Building
Commission Project BE-9A, New Orr
High School 1,186,884.00

For estimated loss and cost of collection
and deferred collections 49,453.00 1,236,337.00

For the purpose of providing revenue for
the payment of the expenses of operation
and maintenance of Public Building

Commission Project BE-9, New Tuley
High School \$1,925,964.00

For estimated loss and cost of collection
and deferred collections 80,248.00 \$2,006,212.00

For the purpose of providing revenue for
the payment of the expenses of operation
and maintenance of Public Building
Commission Project BE-4, Whitney
Young School 2,153,328.00

For estimated loss and cost of collection
and deferred collections 89,722.00 2,243,050.00

For the purpose of providing revenue for
the payment of the expenses of operation
and maintenance of Public Building
Commission Project BE-2, Carver
Riverdale School 1,610,494.00

For estimated loss and cost of collection
and deferred collections 67,104.00 1,677,598.00

For the purpose of providing revenue for
the payment of the expenses of operation
and maintenance of Public Building
Commission Project BE-19, Farragut
High School Addition 1,412,368.00

For estimated loss and cost of collection
and deferred collections 58,849.00 1,471,217.00

For the purpose of providing revenue for
the payment of the expenses of operation
and maintenance of Public Building Com-
mission Project BE-20A, 103rd and Corliss
School 1,415,272.00

For estimated loss and cost of collection
and deferred collections 58,970.00 1,474,242.00

For the purpose of providing revenue for
the payment of the expenses of operation
and maintenance of Public Building Com-
mission Project BE-20, 103rd and Dan
Ryan School 1,427,813.00

For estimated loss and cost of collection and deferred collections	\$59,493.00	\$1,487,306.00
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For the purpose of providing revenue for the payment of the expenses of operation and maintenance of Public Building Com- mission Project BE-4B, Taft High School Addition	1,156,128.00
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For estimated loss and cost of collection and deferred collections	48,172.00	1,204,300.00
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For the purpose of providing revenue for the payment of the expenses of operation and maintenance of Public Building Com- mission Project BE-18, Lawndale Area High School	1,130,569.00
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For estimated loss and cost of collection and deferred collections	47,107.00	1,177,676.00
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For the purpose of providing revenue for the payment of the expenses of operation and maintenance of Public Building Com- mission Project BE-16, 103rd and Cottage School	275,654.00
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For estimated loss and cost of collection and deferred collections	11,486.00	287,140.00
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Be It Further Resolved, And it is hereby certified that the Board of Education of the City of Chicago adopted on July 17, 1986 its Annual School Budget which sets forth the appropriations and liabilities of the Board for its fiscal year commencing September 1, 1986 and ending August 31, 1987; and

Be It Further Resolved, That formal demand and direction be and the same hereby are made upon the City Council of the City of Chicago to levy the aforesaid school taxes for the Fiscal Year commencing September 1, 1986 and ending August 31, 1987; and

Be It Further Resolved, That the total amount of said levy of school taxes of Five Hundred Sixty-four Million, Six Hundred Thirty-nine Thousand, Twenty-two Dollars (\$564,639,022.00) for said fiscal year beginning September 1, 1986 and ending August 31, 1987 shall be certified to the County Clerks of Cook and Du Page Counties, respectively; and

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

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

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

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

SECTION 1. That the sum of Five Hundred Sixty-four Million, Six Hundred Thirty-nine Thousand, Twenty-two Dollars (\$564,639,022.00), being the total amount certified by the Board of Education of the City of Chicago which is necessary to be collected from the levy of taxes for the current fiscal year 1986- 1987 of the Board of Education of the City of Chicago, for all school purposes of the Board of Education of the City of Chicago, for Educational Purposes; for Building Purposes and the Purchase of School Grounds; for the purpose of Furnishing Free Textbooks in the Public Schools; for the purpose of Establishing, Equipping, Maintaining and Operating Playgrounds adjacent to or connected with any Public School and for Recreational Purposes in connection with any Public School (the School Supervised Playground Outside School Hours and Stadia, Social Center and Summer Swimming Pool Purposes Tax); for the purpose of providing Special Education Services; for the purpose of providing revenue for the Public School Teachers' Pension and Retirement Fund; for the purpose of Purchasing Liability Insurance, Claims Services, Paying Tort Judgments and Settlements and for Protection against Liability and to pay the operating and administrative costs and expenses incurred by the Board, including the cost of legal services and the wages and salaries of employees in connection with defending itself or otherwise protecting itself against liability, under the Workers' Compensation Act, Occupational Diseases Act, and Unemployment Insurance Act; for the purpose of providing revenue for the payment of expenses of operation and maintenance of Public Building Commission Project BE-7, Vincennes Middle School; for the purpose of providing revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-3, Walt Disney School; for the purpose of providing revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-11, Austin Middle School; for the purpose of providing revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-14, John Hope Middle School; for the purpose of providing revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-15, Garrett A. Morgan School; for the purpose of providing revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-17, Southwest Area High School; for the purpose of providing revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9A, New Orr High School; for the purpose of providing revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9, New Tuley High School; for the purpose of providing revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4, Whitney Young School; for the purpose of providing revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-2, Carver Riverdale School; for the purpose of providing revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-19, Farragut High School Addition; for the purpose of providing revenue for the payment of the

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

	Amounts To Be Included In Tax Levy
For educational purposes	\$351,376,472.00
For building purposes and the purchase of school grounds	93,755,902.00
For the purpose of furnishing free textbooks in the Public Schools	18,318,205.00
For the purpose of establishing, equipping, maintaining and operating playgrounds adjacent to or connected with any Public School and for recreational purposes in connection with any Public School	9,991,748.00
For the purpose of providing special education services	6,661,165.00
For the purpose of providing revenue for the Public School Teachers' Pension and Retirement Fund	51,310,625.00
For the purpose of purchasing Liability Insurance, Claim Services, Paying Tort Judgments and Settlements and for Protection against Liability and to pay the operating and administrative costs and expenses incurred by the Board including the cost of legal services and the wages and salaries of employees in connection with defending itself or otherwise protecting itself against liability, under the Workers' Compensation Act, Occupational Diseases Act and Unemployment Insurance Act	10,944,792.00

For the purpose of providing revenue for
the payment of the expenses of operation
and maintenance of Public Building
Commission Project BE-7, Vincennes
Middle School \$1,052,321.00

For estimated loss and cost of collection
and deferred collections 43,847.00 \$1,096,168.00

For the purpose of providing revenue for
the payment of the expenses of operation
and maintenance of Public Building
Commission Project BE-3, Walt Disney
School 1,239,186.00

For estimated loss and cost of collection
and deferred collections 51,632.00 1,290,818.00

For the purpose of providing revenue for
the payment of the expenses of operation
and maintenance of Public Building
Commission Project BE-11, Austin
Middle School 939,797.00

For estimated loss and cost of collection
and deferred collections 39,158.00 978,955.00

For the purpose of providing revenue for
the payment of the expenses of operation
and maintenance of Public Building
Commission Project BE-14, John Hope
Middle School 910,822.00

For estimated loss and cost of collection
and deferred collections 37,951.00 948,773.00

For the purpose of providing revenue for
the payment of the expenses of operation
and maintenance of Public Building
Commission Project BE-15, Garrett A.
Morgan School 496,239.00

For estimated loss and cost of collection
and deferred collections 20,677.00 516,916.00

For the purpose of providing revenue for
the payment of the expenses of operation
and maintenance of Public Building

Commission Project BE-17, Southwest
Area High School \$3,056,069.00

For estimated loss and cost of collection
and deferred collections 127,336.00 \$3,183,405.00

For the purpose of providing revenue for
the payment of the expenses of operation
and maintenance of Public Building
Commission Project BE-9A, New Orr
High School 1,186,884.00

For estimated loss and cost of collection
and deferred collections 49,453.00 1,236,337.00

For the purpose of providing revenue for
the payment of the expenses of operation
and maintenance of Public Building
Commission Project BE-9, New Tuley
High School 1,925,964.00

For estimated loss and cost of collection
and deferred collections 80,248.00 2,006,212.00

For the purpose of providing revenue for
the payment of the expenses of operation
and maintenance of Public Building
Commission Project BE-4, Whitney
Young School 2,153,328.00

For estimated loss and cost of collection
and deferred collections 89,722.00 2,243,050.00

For the purpose of providing revenue for
the payment of the expenses of operation
and maintenance of Public Building
Commission Project BE-2, Carver
Riverdale School 1,610,494.00

For estimated loss and cost of collection
and deferred collections 67,104.00 1,677,598.00

For the purpose of providing revenue for
the payment of the expenses of operation
and maintenance of Public Building
Commission Project BE-19, Farragut
High School Addition 1,412,368.00

For estimated loss and cost of collection and deferred collections	\$58,849.00	\$1,471,217.00
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For the purpose of providing revenue for the
payment of the expenses of operation and
maintenance of Public Building Commission
Project BE-20A, 103rd and Corliss School
1,415,272.00

For estimated loss and cost of collection and deferred collections	58,970.00	1,474,242.00
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For the purpose of providing revenue for the
payment of the expenses of operation and
maintenance of Public Building Commission
Project BE-20, 103rd and Dan Ryan School.
1,427,813.00

For estimated loss and cost of collection and deferred collections	59,493.00	1,487,306.00
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For the purpose of providing revenue for the
payment of the expenses of operation and
maintenance of Public Building Commission
Project BE-4B, Taft High School Addition
1,156,128.00

For estimated loss and cost of collection and deferred collections	48,172.00	1,204,300.00
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For the purpose of providing revenue for the
payment of the expenses of operation and
maintenance of Public Building Commission
Project BE-18, Lawndale Area High School
1,130,569.00

For estimated loss and cost of collection and deferred collections	47,107.00	1,177,676.00
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For the purpose of providing revenue for the
payment of the expenses of operation and
maintenance of Public Building Commission
Project BE-16, 103rd and Cottage School
275,654.00

For estimated loss and cost of collection and deferred collections	11,486.00	287,140.00
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is hereby levied.

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

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

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

MUNICIPAL CODE CHAPTER 200.9, CHICAGO
LEADED GASOLINE TAX ORDINANCE,
REPEALED.

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

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

SECTION 1. Chapter 200.9 of the Municipal Code of Chicago, the Chicago Leaded Gasoline Tax Ordinance, is hereby repealed and its text deleted in its entirety.

SECTION 2. This repealing ordinance shall not be construed to abate any person's liability for any tax, interest or penalty incurred prior to the repealing of the Chicago Leaded Gasoline Tax, whether assessed prior to or after the effective date of this repealing ordinance. Further, nothing in this ordinance shall be construed to abate any duties, obligations or rights a person may have with respect to his liability for tax, interest, penalties, fines or other punishment, under the Chicago Leaded Gasoline Tax. No actions currently pending shall be deemed abated hereunder and this repealing ordinance shall not be construed to prevent any future actions for tax, interest, penalties, fines or other punishment, concerning a persons liability for the sums due under, or violations of, the Chicago Leaded Gasoline Tax, nor shall it be construed to abate or waive any rights, powers or duties of the Chicago Department of Revenue, with respect to a persons liability for tax, interest, penalties, fines or other punishment, under the Chicago Leaded Gasoline Tax.

SECTION 3. This ordinance shall be effective upon passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

AGREEMENT WITH GANSER-OGUSS PARKING, INCORPORATED
FOR TEMPORARY MANAGEMENT/OPERATION OF
SIX CITY PARKING FACILITIES.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of an agreement between the City of Chicago and Ganser-Oguss Parking, Inc., for the management/operation, on a temporary basis, of six of the City's parking facilities.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor, the City Comptroller and the Purchasing Agent are hereby authorized to execute, and the Director of the Department of Revenue to approve, subject to the review and approval as to form and legality by the Corporation Counsel, an agreement between the City of Chicago and Ganser-Oguss Parking, Inc. for the management/operation by Ganser-Oguss Parking, Inc., on a temporary basis, of the City's parking lots located at 5404 South Cornell, 5230 South Lake Park, 9140 South Exchange, 4014 North La Porte, 1220 South Kedzie Avenue, and 2630 North Emmett for use as public parking facilities, such agreement to be in substantially the following form:

*City of Chicago
Professional Services Contract
Part I - Agreement*

This Agreement entered into as of this _____ day of _____, 1986, by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "City", and Ganser-Oguss Parking, Inc., hereinafter referred to as "Manager/Operator".

Witnesseth:

Whereas, the City will provide for public use the parking lots located at 5404 South Cornell, 5230 South Lake Park, 9140 South Exchange, 4014 North La Porte, 1220 South Kedzie Avenue, and 2630 North Emmett (hereinafter collectively referred to herein as the "Lots"); and

Whereas, it is recognized by the City that such an undertaking can be accomplished more rapidly and efficiently by augmenting its staff with the services of a manager/operator experienced and qualified in this type of endeavor; and

Whereas, Ganser-Oguss Parking, Inc., is currently a lessee of the City of Chicago's Department of Planning, has developed property to the City's satisfaction, and has been a lessee for seven years; and

Whereas, the City is in the process of preparing bid specification documents and requests for proposals for a competitive solicitation of future managers/operators to manage and operate all of the City's public parking lots and other parking facilities; and

Whereas, Ganser-Oguss Parking, Inc. has expressed a willingness to provide manager/operator services for the Lots on a temporary basis on the terms and conditions set forth below, and continuing until such time as a permanent manager/operator is selected pursuant to the competitive process referred to above;

Now Therefore, the parties hereto do mutually agree as follows:

1. The Foregoing Recitals Are Incorporated By Reference As Though Fully Set Forth Herein.

2. Scope of Services.

The Manager/Operator shall staff the Lots with competent personnel, collect parking fees and taxes and deposit all revenues with the City, as directed by the Director of Revenue, or her designee.

3. Time of Services.

The services of the Manager/Operator shall begin on or about October 10, 1986, and continue until December 31, 1986, unless earlier terminated by the City upon a ten (10) day written notice. Manager/Operator acknowledges and understands that its services hereunder are being contracted for on a temporary basis until such time as a permanent Manager/Operator is installed pursuant to the City's public advertisement and competitive solicitation and selection; on such temporary basis, the time and manner of its services under this contract are strictly subject to the direction of the City.

In the event that a permanent Manager/Operator is not selected prior to December 31, 1986, this contract may be renewed on a monthly basis, at the option of the City, until such time as the permanent Manager/Operator is ready to take over the operation of the Lots.

4. Manager/Operator Employees.

Manager/Operator's employees shall be adequately trained and shall discharge their duties in a courteous and efficient manner. The Manager/Operator shall control the actions of its employees and dispense with the services of any employee whose conduct the Director of the City's Department of Revenue finds in detriment to the best interests of the City or the general public.

5. Operations.

A. Hours of Operation.

The Manager/Operator agrees to operate the Lots in accordance with schedules set and/or approved by the Director of the Department of Revenue or her authorized representative. The City reserves the right to open or close, either temporarily or permanently, or to change operating hours or methods of management of, any of the Lots upon forty-eight (48) hours written notice being given to the Manager/Operator.

B. Parking Rates and Charges.

Daily parking patrons shall be charged the parking rates set forth in Schedule A attached hereto for the Lots.

It is understood and agreed that parking rates and charges may be changed by the City Council of the City of Chicago. Revised rates and charges shall be put into effect within forty-eight (48) hours after written notification has been given Manager/Operator and shall remain in effect until further notice.

C. Revenue Reports and Deposits.

Manager/Operator must use daily parking tickets and monthly decals supplied by the City. The right to all parking revenues made or collected by the Manager/Operator and its employees under the terms of this contract shall vest in and the same shall immediately become the property of the City, and the Manager/Operator shall be responsible for said monies until the same are delivered and deposited with the City as directed by the Director of the Department of Revenue or her authorized representative. The Manager/Operator will furnish the City all daily, weekly and/or monthly reports which may be required for proper accounting of all revenues.

D. Free Parking of Vehicles.

At no time shall the Manager/Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in Lots free of charge except as may be authorized by the Director of the Department of Revenue or her authorized representative.

E. Removal of Parked Vehicles.

At no time shall the Manager/Operator remove or permit or cause to be removed from the premises any vehicle placed thereon for parking purposes: enter of drive,

or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self- parking without the express consent of the owner or operator of said vehicle, except with the prior written approval by the Director of the Department of Revenue or her authorized representative, or except under emergency conditions, including without limitation, any vehicle illegally parked or blocking an entrance or exit or in compliance with any written request or order of removal from a governmental body or agency.

6. Cooperation by the City of Chicago.

The City will furnish all licenses, insurance (except Workmen's Compensation and any employee insurance which shall be furnished by the Manager/Operator), parking tickets, time stamps, signs, lighting and repairs to the premises. The City also assumes the responsibility for filing and paying the quarterly City of Chicago Parking Tax return.

7. Operating Budget.

Upon execution of this contract, the Manager/Operator shall provide the City with a detailed operating budget showing the projected cost of operation of each of the Lots. Manager/Operator agrees that the budget and operating expenses, including but not limited to personnel costs may be changed in accordance with the City's instructions during the term of this contract.

8. Payment.

On the first working day after the end of each month this contract is in effect, the Manager/Operator shall present the City with a Statement showing the actual cost of operation of each of the Lots for the previous month. The Statement shall be itemized to indicate cost of operating personnel and other reimbursable expenses applicable to the operation. The City will, after approval of expenses, reimburse the Manager/Operator and pay an additional fee of six percent (6%) of the gross income (less parking tax) for its services. The Manager/Operator will be entitled to no other monies other than reimbursable expenses and service fee described above.

9. Use of Premises.

The Lots are intended solely for use as public parking facilities. The Manager/Operator shall not engage in, nor permit any of its employees or agents to be engaged in, the business of selling emergency services, supplies or products of any kind on the premises.

10. Maintenance of Premises.

A. Maintenance by Manager/Operator.

The Manager/Operator agrees to maintain the premises and facility, advancing funds therefor, reimbursement being subject to all provisions of this Agreement from day to day in good condition and repair and agrees to do all things necessary toward that end, particularly, but not limited to, the following:

- A. Maintain all wheel stops and blocks.
- B. Maintain and care for all planting.
- C. Maintain all washrooms, toilets and restrooms according to acceptable health standards.
- D. Maintain the premises and facility in a clean, presentable condition, prevent accumulations of dirt, paper or trash of any kind upon the premises and facility.
- E. Remove snow, ice and other obstructions from adjacent driveways and sidewalks. Said snow, ice and like debris to be removed shall not be placed upon the public ways or any portion thereof.
- F. Make minor necessary repairs to plumbing, lighting and heating equipment. It is agreed by and between the parties that the Director of Revenue in his sole judgment shall determine whether a repair is minor or otherwise.
- G. Advance payment for all utility services, including gas, heat, water and electricity, reimbursement being subject to all provisions of this Agreement.

Should the Manager/Operator fail to comply with any of the obligations listed above, the City may, after five (5) days notice to comply, in the event of non-compliance, enter upon said premises and take all steps necessary to insure compliance with the above obligations, in addition to other remedies set forth herein, charging the cost and expense of such entry and procedure to the Manager/Operator, and the Manager/Operator hereby agrees to reimburse the City for all such costs and expenses.

B. Maintenance by City.

The City agrees to maintain and pay for the following items of maintenance and equipment:

- A. Maintain said facility in structural repair.
- B. Make necessary major repairs to plumbing, lighting and heating.
- C. Remove snow and ice, except from sidewalks and driveways.
- D. Supply and maintain cash register.
- E. Supply all parking tickets and other forms.
- F. Supply and maintain pavement markings.
- G. Supply electric light bulbs and replace said bulbs and fuses when necessary.

- H. Maintain and replace all gates, barricades, and ticket dispensers.
- I. Maintain and keep in good working order hoists, hoist equipment, lifts and elevators.
- J. Maintain and keep in good working order all neon directional, informational, and advertising signs located in the interior or on the exterior of the facility.

11. Notices.

All notices and communications provided for herein shall be sent by first class mail, postage prepaid, directed if to the City to Director, Department of Revenue, Room 107, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602, with a copy to the Deputy Director, Department of Revenue, Bureau of Parking, 510 N. Peshtigo Court, Floor 3B, Chicago, Illinois 60611-4321, and if to the Manager/Operator, to Ganser-Oguss Parking, Inc., 600 S. Federal Street, Chicago, Illinois, 60605.

12. Account Chargeable.

Payment hereunder will be made from revenue collected by the Manager/Operator at the Lots and deposited into Fund/Account No. 648-8516-128.

13. Interpretation of Agreement.

Should any question arise covering this contract, its interpretation, or on a matter not specifically covered by this contract, the decision or interpretation of the Director, Department of Revenue shall be final and binding.

14. General Conditions -- Part II.

This contract is subject to and incorporates the provisions attached hereto of the General Conditions for Professional Services Contract with the following exceptions: (1) Paragraph entitled Professional Questionnaire, Ownership of Documents, and Project Specifications are deleted. (2) Sub-Paragraphs B, C, D and E under Paragraph entitled Insurance are deleted.

In Witness Whereof, the City and the Operator/Manager have executed this Agreement as of the date first written above.

[Signature forms omitted for printing purposes.]

SCHEDULE A

For Facility Nos. 37, 48, 49, and 65, the parking rates are:

\$.30 for 1/2 hour or less

.40 for 1 hour

.10 per hour in excess of 1 hour up to 8 hours

1.25 for 8-18 hours

2.00 for 18-24 hours

\$15.00 monthly

For Facility No. 44, the parking rate is:

\$.30 for 1/2 hour or less

.40 for 1 hour

.70 for 2 hours

.95 for 3 hours

1.20 for 4 hours

1.70 for 5 hours

2.45 for 6 hours

3.45 for 7 hours

3.70 for 8-24 hours

\$30.00 monthly

For Facility No. 61, the parking rate is:

\$.25 for 1/2 hour or less

.50 for 1 hour

.65 for 2 hours

.80 for 3 hours

.95 for 4 hours

1.10 for 5 hours

1.25 for 6 hours

1.40 for 7 hours

1.55 for 8-18 hours

2.00 for 18-24 hours

\$24.00 monthly

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

APPROVAL GIVEN TO TAX INCREMENT REDEVELOPMENT PLAN
FOR WEST RIDGE -- PETERSON AVENUE REDEVELOPMENT
PROJECT AREA.

The Committee of Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, approving a tax increment redevelopment plan for the West Ridge -- Peterson Avenue redevelopment project area located at 2036 -- 2136 West Peterson Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 48.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, It is desirable and for the best interests of the citizens of the City of Chicago, Illinois (the "Municipality"), for the Municipality to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "Act"), for a proposed redevelopment plan and redevelopment project (the "Plan" and "Project") within the municipal boundaries of the Municipality and within a proposed redevelopment project area (the "Area") described in Section 1(a) of this ordinance, which area constitutes in the aggregate more than 1 and 1/2 acres; and

WHEREAS, Pursuant to Section 11-74.4-5 of the Act, the Commercial District Development Commission of the Municipality, by authority of the City Council of the Municipality (the "Corporate Authorities"), called a public hearing relative to the Plan and Project and the designation of the Area as a redevelopment project area under the Act for August 27, 1986, in Room 2800 at 20 North Clark Street, Chicago, Illinois; and

WHEREAS, Due notice in respect to such hearing was given pursuant to Section 11-74.4-6 of the Act, said notice being given to taxing districts and to the Department of Commerce and Community Affairs of the State of Illinois by certified mail on July 28, 1986, by publication on August 7, 1986, and August 16, 1986, and by certified mail to taxpayers within the Area on August 8, 1986; and

WHEREAS, The Plan and Project set forth the factors which could cause the proposed Area to become blighted, and the Corporate Authorities have reviewed the information concerning such factors presented at the public hearing and have reviewed other studies and are generally informed of the conditions in the proposed Area which could cause such area to be a "blighted area" as said term is used in the Act; and

WHEREAS, The Corporate Authorities have reviewed the conditions pertaining to lack of private investment in the proposed Area to determine whether private development would take place in the proposed Area as a whole without the adoption of the proposed Plan; and

WHEREAS, The Corporate Authorities have reviewed the conditions pertaining to real property in the proposed Area to determine whether contiguous parcels of real property and improvements thereon in the proposed Area would be substantially benefited by the proposed Project improvements; and

WHEREAS, The Corporate Authorities have reviewed the proposed Plan and Project and also the existing comprehensive plan for development of the Municipality as a whole to determine whether the proposed Plan and Project conform to the such comprehensive plan of the Municipality; now, therefore,

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

SECTION 1. Findings. The Corporate Authorities hereby make the following findings:

(a) The Area is described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

(b) There exist conditions which cause the Area to be subject to designation as a redevelopment project area under the Act and to be classified as a blighted area as defined in Section 11-74.4-3(a) of the Act.

(c) The proposed Area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Plan.

(d) The Plan and Project conform to the comprehensive plan for the development of the Municipality as a whole.

(e) As set forth in the Plan and in the testimony at the public hearing, the estimated date of completion of the Project is 2009, and the estimated date of the retirement of all

obligations incurred to finance redevelopment project costs as defined in the Plan is September 1, 2009.

(f) The parcels of real property in the proposed Area are contiguous, and only those contiguous parcels of real property and improvements thereon which will be substantially benefited by the proposed Project improvements are included in the proposed Area.

(g) The Area would not reasonably be developed without the use of incremental revenues pursuant to Section 11-74.4-8(a)(1) of the Act (the "Incremental Sales Tax Revenues").

(h) The Incremental Sales Tax Revenues will be exclusively utilized for the redevelopment of the Area.

SECTION 2. Exhibits Incorporated by Reference. The Plan and Project which were the subject matter of the public hearing held August 27, 1986, are hereby adopted and approved. A copy of the Plan and Project is set forth in Exhibit D attached hereto and incorporated herein as if set out in full by this reference.

SECTION 3. Invalidity of Any Section. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 4. Superseder and Effective Date. All ordinances, resolutions, motions or orders in conflict herewith be, and the same hereby are, repealed to the extent of such conflict, and this ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

Exhibits A, B, C and D attached to this ordinance read as follows:

Exhibit A.

Description of Redevelopment Project Area.

Parcel 1:

The North 188.50 feet of Lots 5 and 6; Lots 7, 8, 9, 10 and 11 (except that portion of said lots taken for the widening of Peterson Avenue); Lots 12 and 13; the South 30.0 feet of the West 49.2 feet of Lot 14, all in Barbara Evert's Addition to High Ridge, in the Northwest 1/4 of Section 6, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The West 255.5 feet of the South 330 feet of the East 1083.5 feet of the Northwest 1/4 of Section 6, Township 40 North, Range 14, East of the Third Principal Meridian, except that part thereof lying South of a line 67 feet North of and parallel with the South line of the Northwest 1/4 of Section 6 aforesaid, as conveyed by John Thillens and Theresa Thillens, his

wife, to the City of Chicago, a municipal corporation, by Quitclaim Deed, dated October 6, 1928, and recorded November 2, 1928 as Document No. 10195995, in Cook County, Illinois.

Together With:

That portion of the entire Norwood Street right-of-way adjacent to the aforesaid lying between the west line of Hamilton Avenue, on the west, and at the northerly extension of a point 788.30 feet east of the west line of Hamilton Avenue, on the east:

Together With:

That portion of the entire Peterson Avenue right-of-way adjacent to the aforesaid lying between the southerly extension of the west line of the aforesaid, on the west, and a point 687.27 feet each of said southerly extension of the west line, on the east.

Exhibit B.

Street Location of Redevelopment Project Area.

2036 -- 2136 West Peterson Avenue, Chicago, Illinois

and

2021 -- 2133 West Norwood Avenue, Chicago, Illinois

[Exhibit C printed on page 34999 of this Journal.]

Exhibit D.

West Ridge -- Peterson Avenue
Redevelopment Plan and Project.

I. Introduction.

The City of Chicago's comprehensive plan for the development of the municipality as a whole encourages the growth of commercial areas along its major arterial streets such as Peterson Avenue. See, for example, "The Comprehensive Plan of Chicago", published by the City of Chicago in 1966, the "Chicago 1992 Comprehensive Plan" published in October, 1982 by the City of Chicago, the Chicago Plan Commission and the Chicago Department of Planning and the Chicago Zoning Ordinance (Chapter 194A of the Municipal Code of Chicago). The growth of commercial areas is in the best fiscal interest of the City in order to maintain a diversified economy and secure sales tax revenue derived from the Illinois Municipal Retailers' Occupation Tax Act and from the additional sales taxes derived by the City pursuant to its home rule powers. In the difficult macro-economic climate of the 1980's, it is clearly in the best interest of the municipality to encourage the "recycling" of under-utilized and soon to be vacated property to viable commercial uses which can generate significant additional sales and property tax revenue.

(Continued on page 35000)

EXHIBIT C

Pt Rose Hill Cemetery

-016
48A

9

PETERSON

 $100\text{H}_2\text{O} \frac{1}{2}$

-AVE

~~DAMEN~~

NORWOOD

-5/-

HAMILTON

HOYNE

SEELEY

EXHIBIT C
MAP OF REDEVELOPMENT
PROJECT AREA

(A)

22

18-

(Continued from page 34998)

This type of recycling is now called for with respect to a large parcel in the City located at 2036--2136 West Peterson Avenue which has over 675 lineal feet of frontage along one of the municipality's major arterial streets, Peterson Avenue. The privately owned parcel in question, which is presently owned by Z. Frank, Inc. ("Z. Frank") and Five Wheels, Inc. ("Five Wheels"), contains approximately 6.4 acres and is located at 2036--2136 West Peterson Avenue and 2021--2133 West Norwood ("Fee Property"). A legal description of the Fee Property is attached hereto as Exhibit A and made a part hereof. The improvements on the Fee Property (the "Buildings") were constructed in stages beginning in the mid-1950's. No substantial additions have been added since 1964. The Fee Property is currently utilized for auto sales and service, including an auto repair shop and auto body shop. The current occupants of the site, C. James Pontiac and Z. Frank, intend to vacate the Fee Property and consolidate existing operations into property located on Western Avenue. The move is currently scheduled for the fall of 1986 and the improvements on the Fee Property will be vacated by all its present occupants at that time.

As described below in Section IV(E) below, general real estate taxes attributable to the Fee Property have declined or remained stagnant for the past five years. The Fee Property has not been subject to growth and development by its current owner and, without public financial assistance, is not reasonably anticipated to be subject to private development in the foreseeable future, causing the City of Chicago and other taxing districts to forego valuable revenues and the inhabitants of the City to forego significant employment and economic opportunities.

The Illinois General Assembly declared in passing Illinois Revised Statutes (1985) Ch. 24, §11-74.4-1 *et seq.* (the "Act"), that it is essential to the economic and social welfare of each municipality that blighted areas be eradicated and conservation measures instituted, and that redevelopment of such areas be undertaken in conformity with the comprehensive plan of the municipality as a whole and in accordance with specific plan for redevelopment of the blighted area officially approved by the corporate authorities of the municipality after public hearings. To achieve this purpose, the Act permits the corporate authorities of a municipality to designate an area of the municipality as a "blighted area" and to exercise the powers enumerated in the Act to carry out and implement a redevelopment plan, including, but not limited to, approving redevelopment plans and redevelopment projects, designating redevelopment project areas, making and entering contracts necessary or incidental to the implementation and furtherance of the redevelopment plan and project, and exercising any and all other powers necessary to effectuate the purposes of the Act.

Pursuant to the Act, the City of Chicago proposes to designate the Fee Property and certain sections of the adjoining streets as a "redevelopment project area" and to adopt a redevelopment plan and project calling for the commercial development of the Fee Property.

The following redevelopment plan specifically outlines the proposed plan and project, the objectives of the plan, the program to be undertaken to accomplish such objectives, the estimated redevelopment project costs, the sources of funds to pay such costs, the nature and terms of the obligations to be issued, the most recent equalized assessed valuation of

the redevelopment project area, an estimate as to the equalized assessed valuation after redevelopment and a general description of the land uses to apply.

II. Description of Redevelopment Project Area.

The proposed "West Ridge -- Peterson Avenue Redevelopment Project Area" is legally described on Exhibit B attached hereto and made a part hereof (the "Redevelopment Project Area.") The Redevelopment Project Area is basically comprised of the Fee Property and the West Peterson Avenue and West Norwood Avenue rights-of-way adjacent to the Fee Property.

Engineering studies undertaken by the engineering and architectural firm of Teng & Associates, Inc. indicate the eligibility of the proposed Redevelopment Project Area as a "blighted area" within the meaning of Illinois Revised Statutes, Ch. 24, §11-74.4-3(a).

III. Redevelopment Plan Objectives.

The general objectives of the City of Chicago are to promote and protect the health, safety and welfare of the public; to relieve conditions of unemployment; to encourage private investment and the increase of commerce and industry; and to eradicate blighted areas and enhance the tax base of City and other taxing districts.

The specific objectives of the City are to encourage the redevelopment and replacement of an aging, obsolete and soon to be vacated auto sales and service center located within the West Ridge--Peterson Avenue Redevelopment Project Area with a commercial shopping center containing approximately 110,000 square feet of floor space.

IV. Redevelopment Program.

A. The Redevelopment Project and Objectives.

To accomplish the objectives of the City described above, the City proposes to enter into agreements with one or more private developers in which the private sector agrees to purchase the Fee Property within the Redevelopment Project Area from its present owners for the purpose of demolishing the existing, soon to be vacated automobile sales and service facilities and replacing the same with a redevelopment project consisting of a modern shopping center. In return, the City would agree to a tax increment financing redevelopment project in which development assistance would be provided as described below. As consideration for the developer's execution of a redevelopment agreement describing its obligations, the City would agree that incremental revenues generated within the Redevelopment Project Area would be applied to the payment or reimbursement of \$3,000,000 of redevelopment project costs, plus interest on the unpaid principal balance thereon at eight (8) percent per annum. Any obligations issued to evidence such an agreement would be payable solely from incremental revenues generated within the Redevelopment Project Area and be non-recourse as to the City of Chicago, the State of Illinois, and other taxing districts. The terms of the aforesaid development agreements will contain more specific provisions than those stated in this plan.

Since the redevelopment plan does not call for the City to acquire any property within the Redevelopment Project Area by condemnation or otherwise and then dispose of such properties to developers by sale or lease, the City intends to solicit proposals solely from such persons who have the legal right to develop any portion of the property within the Redevelopment Project Area. In accordance with the Act, all such parties will have the opportunity to present alternative plans and projects. If acceptable proposals are not received from such persons, then the redevelopment plan may be either amended by the City in the manner described in Article IV hereof to provide for the acquisition of such properties by the City and to specify procedures for soliciting bids and proposals for the disposition of such properties, or the redevelopment plan will expire and be terminated under the terms of the ordinance approving the redevelopment plan.

B. Estimated Redevelopment Project Costs.

Pursuant to the Act, the statutory definition of redevelopment project costs means and includes the total sum of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to a redevelopment plan and a redevelopment project. Such costs may include, without limitation, the following:

1. Costs of studies and surveys, plans and specifications, professional service costs, including but not limited to architectural, engineering, legal, marketing, financial, planning and special services;
2. Property assembly costs, including but not limited to acquisition of land and other property, real or personal or rights or interest therein, demolition of buildings, and the clearing and grading of land;
3. Costs of rehabilitation, reconstruction or repair or remodeling of existing buildings and fixtures;
4. Costs of the construction of public works or improvements;
5. Costs of job training and retraining projects;
6. Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 18 months thereafter and including reasonable reserves related thereto;
7. All or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs;
8. Relocation costs to the extent that the City determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law;

9. Payment in lieu of taxes:
10. Costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in a redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code;
11. Any additional statutory redevelopment project costs authorized pursuant to Illinois Senate Bill 1700, as amended, if it becomes a public act.

With respect to the proposed West Ridge -- Peterson Avenue Redevelopment Project Area, redevelopment project costs for which the City of Chicago may become responsible under a development agreement shall be limited to those matters described on Exhibit C, attached hereto and made a part hereof, and the City's obligations with respect thereto shall be limited to the principal sum of three million dollars (\$3,000,000.00), plus eight (8) percent interest per annum. Although the total costs for developing the proposed shopping center may be as high as twelve million dollars (\$12,000,000.00) redevelopment project costs in excess of the principal sum of \$3,000,000.00 (plus interest as aforesaid) shall be borne solely by the private sector.

C. Source of Funds to Pay Redevelopment Project Costs.

Redevelopment project costs will be paid solely by means of tax increment allocations pursuant to the Act from increments in the following taxes generated by the new shopping center development: general real estate taxes, Municipal Retailers' Occupation Tax, Municipal Service Occupation Tax, Retailers' Occupation Tax, Service Occupation Tax, Use Tax and Service Use Tax (the "Incremental Revenue"). However, Municipal Service Occupation Taxes, Use Taxes, and Service Use Taxes shall be included as "Incremental Revenue" only if Senate Bill 1700, as amended, becomes a public act.

The real property tax portion of the Increment Revenue which will be used to pay redevelopment costs shall be the incremental taxes attributable to the increase, if any, in the current equalized value of each taxable lot, block, tract, or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed value of each such lot, block, tract or parcel in the Redevelopment Project Area, all in accordance with the provisions of the Act. The sales, service and use tax portion of the Incremental Revenue

which will be used to pay redevelopment project costs shall be the incremental taxes attributed to the increase, if any, in such taxes collected from retailers and servicemen on transactions at places of business located within the Redevelopment Project Area over and above the aggregate amount of such taxes as certified by the Illinois Department of Revenue and paid by retailers and servicemen on transactions at places of business within the Redevelopment Project Area during 1985 (less 1.6% of such amounts generated under the Retailers' Occupation Tax Act, Use Tax Act and Service Use Tax Act and the Service Occupation Tax Act, which sum shall be retained by the State Treasurer to cover the costs incurred by the Department of Revenue should Senate Bill 1700, as amended, become a public act).

Except with respect to the aforesaid Incremental Revenue, no other taxes or sources of revenue shall be applied by the City, the State of Illinois, or any local taxing districts to pay any redevelopment project costs. Neither the general tax revenue of the nor the full faith and credit of the City, the State of Illinois, or any local taxing district will be pledged to pay any redevelopment project costs.

D. Nature and Term of Obligations to be Issued.

As indicated above, the sole source of financing the redevelopment project costs will be obligations payable solely from the Incremental Revenue derived from the West Ridge--Peterson Avenue Redevelopment Project Area, with said obligations having a maximum term of fifteen (15) years and maturing in any event within twenty-three (23) years of the date of adoption of tax increment financing for the Redevelopment Project Area, and bearing interest at the rate of eight percent (8%) per annum.

E. Current Equalized Assessed Valuation of Properties Within the West Ridge -- Peterson Avenue Redevelopment Project Area.

The most recent equalized assessed valuation of all real estate located within the Redevelopment Project Area is estimated to be \$1,617,926. This figure is an estimate because a portion of the Fee Property, legally described on Exhibit D (the "East Parcel"), is assessed as a part of a single tax parcel known as 14-06- 116-035-0000 (the "Consolidated Parcel"). After the City approves an ordinance adopting tax increment financing for the West Ridge -- Peterson Avenue Redevelopment Area, the Cook County Clerk will be required thereafter to determine and certify the total initial equalized assessed value of the Redevelopment Project Area pursuant to Illinois Revised Statutes (1985), Chapter 24, Section 11-74.4-9. The aforesaid, estimated equalized assessed evaluation is based upon an examination of the property records card of the Cook County Assessor for the Redevelopment Project Area.

The 1985 state equalizer for Cook County, which is the most recent equalization multiplier for Cook County, is 1.8085. Based upon the foregoing, the following is a summary of the initial equalized assessed valuation for the West Ridge -- Peterson Avenue Redevelopment Project Area:

Summary of Initial Equalized Assessed Valuation.

Permanent Index Number	1985 Assessed Value	1985 Equalized Assessed Value
14-06-116-021-0000	\$2,179	\$3,941
14-06-116-022-0000	63,496	114,833
14-06-116-024-0000	32,804	59,326
14-06-116-025-0000	128,277	231,989
14-06-116-027-0000	26,214	47,408
14-06-116-028-0000	13,294	24,042
14-06-116-029-0000	26,590	48,088
14-06-116-031-0000	19,912	36,011
14-06-116-032-0000	9,825	17,769
14-06-116-033-0000	14,738	26,654
14-06-116-034-0000	14,823	26,807
14-06-116-035-0000	35,444 *	64,100 *
14-06-116-052-0000	115,936	209,670
14-06-116-053-0000	10,393	18,796
14-06-116-054-0000	127,628	230,888
14-06-116-064-0000	231,115	417,971
14-06-116-065-0000	21,915	39,633
	\$894,623	\$1,617,926

* These figures are estimates of the assessed value and the equalized assessed value of the portions of the Consolidated Parcel being purchased from Z. Frank, Inc. and Five Wheels, Inc. (the East Parcel).

Since 1980, the total assessed value for parcels located in the West Ridge -- Peterson Avenue Redevelopment Project Area has declined. In 1980, the total assessed value for such parcels was approximately \$1,013,086. The current total assessment for such parcels is \$894,623. The result has been lost property tax revenue to local taxing districts receiving tax revenue from parcels located in the West Ridge -- Peterson Avenue Redevelopment Project Area.

F. Estimate of Equalized Assessed Valuation after Redevelopment.

Assuming that 110,000 square feet of building area is constructed within the West Ridge -- Peterson Avenue Redevelopment Project Area, it is estimated that the projected equalized assessed valuation within the Redevelopment Project Area by tax year 1988 will be approximately \$3,390,000. In arriving at this estimate, it is assumed that the state equalizer for Cook County will remain a constant 1.8085.

G. Sales, Use and Service Tax Base and Projections.

The current tax revenue, collected for calendar year 1985 on transactions at places of business located within the West Ridge -- Peterson Avenue Redevelopment Project Area from the Municipal Retailers' Occupation Tax Act, the Municipal Service Occupation Tax Act, the Retailers' Occupation Tax Act, the Use Tax Act, the Service Use Tax Act, and the Service Occupation Tax Act (hereinafter collectively referred to as the "Sales, Service and Use Taxes") is estimated to be approximately \$451,000. It is estimated that during the first full calendar year of operation, the total Sales, Service and Use Taxes generated by transactions at places of business located in the Redevelopment Project Area could be as high as \$1,037,000.

H. General Land Uses to Apply in West Ridge -- Peterson Avenue Redevelopment Project Area.

The following general land uses shall be permitted in the Redevelopment Project Area: general merchandise uses; department stores; banks, financial institutions and restaurants (including establishments of the "drive-in" or "drive through" type); retail, office, and service type business and professional uses; such other uses permitted in B5-1 General Service Districts pursuant to the Chicago Zoning Ordinance (except for amusement establishments, second-hand stores and rummage shops, pawn shops, crematories and mausoleums, taverns and sale of automobile fuel); parking, loading, ingress and egress and uses accessory to the aforesaid uses.

V. Provisions for Amending the Tax Increment Plan.

This Redevelopment Plan and Project may be amended pursuant to the Act.

Exhibits A, B, C and D attached to this agreement read as follows:

Exhibit A.

Legal Description of Fee Property.

Parcel 1:

The North 188.50 of Lots 5 and 6; Lots 7, 8, 9, 10 and 11 (except that portion of said lots taken for the widening of Peterson Avenue); Lots 12 and 13; the South 30.0 feet of the West 49.2 feet of Lot 14, all in Barbara Evert's Addition to High Ridge; in the Northwest 1/4 of Section 6, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The West 255.5 feet of the South 330 feet of the East 1083.5 feet of the Northwest 1/4 of Section 6, Township 40 North, Range 14, East of the Third Principal Meridian, except that part thereof lying South of a line 67 feet North of and parallel with the South line of the Northwest 1/4 of Section 6 aforesaid, as conveyed by John Thillens and Theresa Thillens, his wife, to the City of Chicago, a municipal corporation, by Quitclaim Deed, dated October 6, 1928, and recorded November 2, 1928 as Document No. 10195995, in Cook County, Illinois.

Exhibit B.

Legal Description of Proposed Redevelopment
Project Area.

Parcel 1:

The North 188.50 feet of Lots 5 and 6; Lots 7, 8, 9, 10 and 11 (except that portion of said lots taken for the widening of Peterson Avenue); Lots 12 and 13; the South 30.0 feet of the West 49.2 feet of Lot 14, all in Barbara Evert's Addition to High Ridge, in the Northwest 1/4 of Section 6, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The West 255.5 feet of the South 330 feet of the East 1083.5 feet of the Northwest 1/4 of Section 6, Township 40 North, Range 14, East of the Third Principal Meridian, except that part thereof lying South of a line 67 feet North of and parallel with the South line of the Northwest 1/4 of Section 6 aforesaid, as conveyed by John Thillens and Theresa Thillens, his wife, to the City of Chicago, a municipal corporation, by Quitclaim Deed, dated October 6, 1928, and recorded November 2, 1928 as Document No. 10195995, in Cook County, Illinois.

Together With:

That portion of the entire Norwood Street right-of-way adjacent to the aforesaid lying between the west line of Hamilton Avenue, on the west, and at the northerly extension of a point 788.30 feet east of the west line of Hamilton Avenue, on the east; 0

Together With:

That portion of the entire Peterson Avenue right-of-way adjacent to the aforesaid lying between the southerly extension of the west line of the aforesaid, on the west, and a point 687.27 feet east of said southerly extension of the west line, on the east.

Exhibit C.

West Ridge -- Peterson Avenue Redevelopment Project Costs.

Demolition and related costs (estimated to be \$240,000.00); soils improvement, utility relocation and installation, earth work, fill and grading (estimated to be \$216,000.00); common area facilities, including but not limited to paving, curbs and lighting (estimated to be \$335,000.00); traffic signalization, accessways, turning lanes, and deacceleration lanes as may be required (estimated to be \$80,000.00); construction and installation of improvements, including but not limited to fencing and landscaping (estimated to be \$35,000.00); property acquisition and assembly costs (estimated to be \$1,958,000.00); permit costs and the cost of professional services (estimated to be \$136,000.00).

Exhibit D.

Legal Description of the East Parcel.

The North 188.50 feet of Lots 5 and 6 in Barbara Evert's Addition to High Ridge, in the Northwest 1/4 of Section 6, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

WEST RIDGE -- PETERSON AVENUE DESIGNATED
AS REDEVELOPMENT PROJECT
AREA.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, approving the designation of West Ridge -- Peterson Avenue as a redevelopment project area.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, It is desirable and for the best interests of the citizens of the City of Chicago, Illinois (the "Municipality"), for the Municipality to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "Act"), for a proposed redevelopment plan and redevelopment project (the "Plan" and "Project") within the municipal boundaries of the Municipality and within a proposed redevelopment project area (the "Area") described in Section 1 of this ordinance; and

WHEREAS, The Corporate Authorities have heretofore by ordinance adopted and approved the Plan and Project, which Plan and Project were identified in such ordinance and were the subject, along with the Area designation hereinafter made, of a public hearing held on August 27, 1986, and it is now necessary and desirable to designate the Area as a redevelopment project area pursuant to the Act; now, therefore,

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

SECTION 1. Area Designated. The Area, as described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference, is hereby designated as a redevelopment project area pursuant to Section 11-74.4-4 of the Act. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

SECTION 2. Invalidity of Any Section. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 3. Superseder and Effective Date. All ordinances, resolutions, motions or orders in conflict herewith be, and the same hereby are, repealed to the extent of such conflict, and this ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

Exhibits A, B and C attached to this ordinance read as follows:

Exhibit A.

Description of Redevelopment Project Area.

Parcel 1:

The North 188.50 feet of Lots 5 and 6; Lots 7, 8, 9, 10 and 11 (except that portion of said lots taken for the widening of Peterson Avenue); Lots 12 and 13; the South 30.0 feet of the West 49.2 feet of Lot 14, all in Barbara Evert's Addition to High Ridge, in the Northwest 1/4 of Section 6, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The West 255.5 feet of the South 330 feet of the East 1083.5 feet of the Northwest 1/4 of Section 6, Township 40 North, Range 14, East of the Third Principal Meridian, except that part thereof lying south of a line 67 feet North of and parallel with the South line of the Northwest 1/4 of Section 6 aforesaid, as conveyed by John Thillens and Theresa Thillens, his wife, to the City of Chicago, a municipal corporation, by Quitclaim Deed, dated October 6, 1928, and recorded November 2, 1928 as Document No. 10195995, in Cook County, Illinois.

Together With:

That portion of the entire Norwood Street right-of-way adjacent to the aforesaid lying between the west line of Hamilton Avenue, on the west, and the northerly extension of a point 788.30 feet east of the west line of Hamilton Avenue, on the east:

Together With:

That portion of the entire Peterson Avenue right-of-way adjacent to the aforesaid lying between the southerly extension of the west line of the aforesaid, on the west, and a point 687.27 feet east of said southerly extension of the west line, on the east.

Exhibit B.

Street Location of Redevelopment Project Area.

2036--2136 West Peterson Avenue, Chicago, Illinois

and

2021--2133 West Norwood Avenue, Chicago, Illinois

[Exhibit C printed on page 35011 of this Journal.]

TAX INCREMENT ALLOCATION FINANCING APPROVED FOR
WEST RIDGE -- PETERSON AVENUE REDEVELOPMENT
PROJECT AREA.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, approving tax increment allocation financing for the West Ridge--Peterson Avenue Redevelopment Project Area.

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

(Continued on page 35012)

EXHIBIT C

Pt Rose Hill Cemetery

-016
4.8 A.

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PETERSON

DAVE

~~DAMEN~~

NOHWOOD

-31-

HAMILTON

HOYNE

SEELEY

condominium
70-011

22. 11

(三)

PROJECT AREA

EXHIBIT C

(Continued from page 35010)

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, It is desirable and for the best interests of the citizens of the City of Chicago, Illinois (the "Municipality"), for the Municipality to adopt tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article II of the Illinois Municipal Code, as amended (the "Act"); and

WHEREAS, The Municipality has heretofore adopted a redevelopment plan and project (the "Plan" and "Project") as required by the Act by passage of an ordinance and has heretofore designated a redevelopment project area (the "Area") as required by the Act by the passage of an ordinance and has otherwise complied with all conditions precedent required by the Act; now, therefore,

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

SECTION 1. Tax Increment Financing Adopted. Tax increment allocation financing is hereby adopted to pay redevelopment project costs as defined in the Act and as set forth in the Plan and Project within the Area as described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

SECTION 2. Allocation of *Ad Valorem* Taxes. Pursuant to the Act, the *ad valorem* taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the Act each year after the effective date of this Ordinance until the Project costs and obligations issued in respect thereto have been paid shall be divided as follows:

(a) That portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Area shall be allocated to and when collected shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

(b) That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in

the Area over and above the initial equalized assessed value of each property in the Area shall be allocated to and when collected shall be paid to the municipal treasurer who shall deposit said taxes into a special fund, hereby created, and designated the "1986 West Ridge-Peterson Avenue Redevelopment Project Area Special Tax Allocation Fund" of the Municipality and such taxes be used for the purpose of paying Project costs and obligations incurred in the payment thereof.

SECTION 3. Invalidity of Any Section. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 4. Superseder and Effective Date. All ordinances, resolutions, motions or orders in conflict herewith be, and the same hereby are, repealed to the extent of such conflict, and this ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

Exhibits A, B and C attached to this ordinance read as follows:

Exhibit A.

Description of Redevelopment Project Area.

Parcel 1:

The North 188.50 feet of Lots 5 and 6; Lots 7, 8, 9, 10 and 11 (except that portion of said lots taken for the widening of Peterson Avenue); Lots 12 and 13; the South 30.0 feet of the West 49.2 feet of Lot 14, all in Barbara Evert's Addition to High Ridge, in the Northwest 1/4 of Section 6, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The West 255.5 feet of the South 330 feet of the East 1083.5 feet of the Northwest 1/4 of Section 6, Township 40 North, Range 14, East of the Third Principal Meridian, except that part thereof lying South of a line 67 feet North of and parallel with the South line of the Northwest 1/4 of Section 6 aforesaid, as conveyed by John Thillens and Theresa Thillens, his wife, to the City of Chicago, a municipal corporation, by Quitclaim Deed, dated October 6, 1928, and recorded November 2, 1928 as Document No. 10195995, in Cook County, Illinois.

Together With:

That portion of the entire Norwood Street right-of-way adjacent to the aforesaid lying between the west line of Hamilton Avenue, on the west, and at the northerly extension of a point 788.30 feet east of the west line of Hamilton Avenue, on the east;

Together With:

That portion of the entire Peterson Avenue right-of-way adjacent to the aforesaid lying between the southerly extension of the west line of the aforesaid, on the west, and a point 687.27 feet each of said southerly extension of the west line, on the east.

Exhibit B.

Street Location of Redevelopment Project Area.

2036--2136 West Peterson Avenue, Chicago, Illinois

and

2021--2133 West Norwood Avenue, Chicago, Illinois

[Exhibit C printed on page 35015 of this Journal.]

PAYMENT OF CERTAIN SALES TAX INCREMENTS
AUTHORIZED FOR WEST RIDGE -- PETERSON
AVENUE REDEVELOPMENT
PROJECT AREA.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the payment of certain sales tax increments to the City associated with the West Ridge- Peterson Avenue Redevelopment Project Area.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

The following is said ordinance as passed:

(Continued on page 35016)

(Continued from page 35014)

WHEREAS, Pursuant to the Tax Increment Allocation Redevelopment Act, as supplemented and amended (the "Act"), the City of Chicago, Illinois (the "Municipality"), has heretofore determined that it is necessary and in the best interests of the Municipality that a portion of the Municipality known generally as 2036-2136 West Peterson Avenue be redeveloped; and

WHEREAS, The City Council (the "Corporate Authorities") of the Municipality has heretofore adopted certain ordinances, which ordinances, respectively, approved a redevelopment project and plan (the "Plan"), designated a redevelopment project area (the "Area"), and adopted tax increment allocation financing, and pursuant thereto established a special tax allocation fund (the "Fund"), all in accordance with the provisions of the Act; and

WHEREAS, The Corporate Authorities have heretofore and it hereby is determined that the implementation of the Plan and the redevelopment of the Area are necessary and in the best interests of the Municipality; and

WHEREAS, Pursuant to the Act, a municipality which has adopted tax increment financing prior to January 1, 1987, and which imposes the maximum tax allowed by law under the Municipal Retailers' Occupation Tax Act, the Municipal Use Tax Act, and the Municipal Service Occupation Tax Act may by ordinance authorize the Department of Revenue to annually certify and cause to be paid to such municipality an amount equal to the increase in the aggregate amount of taxes paid by retailers and servicemen on transactions at places of businesses located within the associated redevelopment project area pursuant to the Municipal Retailers' Occupation Tax Act, the Municipal Service Occupation Tax Act, the Retailers' Occupation Tax Act, the Use Tax Act, the Service Use Tax Act, and the Service Occupation Tax Act for as long as the redevelopment project area exists, over and above the aggregate amount of such taxes as certified by the Illinois Department of Revenue and paid under those Acts by retailers and servicemen on transactions at places of business located in the redevelopment project area during the base year which shall be the calendar year immediately prior to the year in which the municipality adopted tax increment allocation financing, less 1.6% of such amounts generated under the Retailers' Occupation Tax Act, Use Tax Act and Service Use Tax Act and the Service Occupation Tax Act, which sum shall be retained by the State Treasurer to cover administrative and enforcement costs incurred by the Department of Revenue; and

WHEREAS, A municipality shall not receive from the State the incremental revenues from the Retailers' Occupation Tax Act, Use Tax Act, Service Use Tax Act, and the Service Occupation Tax Act and local incremental real estate tax revenues as provided in the Act unless such municipality deposits all incremental revenues from the Municipal Retailers' Occupation Tax Act and the Municipal Service Occupation Tax Act and the local incremental real property tax revenues, as provided in the Act, into the appropriate special tax allocation fund; and

WHEREAS, The Municipality does impose the maximum tax allowed by law under the Municipal Retailers' Occupation Tax Act, the Municipal Use Tax Act, and the Municipal Service Occupation Tax Act and shall deposit all incremental revenues from the Municipal

Retailers' Occupation Tax Act and the Municipal Service Occupation Tax Act and the local incremental real property tax revenues into the Fund; and

WHEREAS, The redevelopment projects described in the Plan would not be completed without the use of State incremental revenues pursuant to the Act, the Municipality will pursue the implementation of the Plan in an expeditious manner, and the incremental revenues created pursuant to Section 8a(1) of the Act will be exclusively utilized for the development of the Area and to pay redevelopment project costs as defined in the Act; now, therefore,

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

SECTION 1. Incorporation of Preambles. The preambles to this ordinance be, and the same hereby are, incorporated herein by this reference as if set out herein in full.

SECTION 2. Department of Revenue Authorized. The Department of Revenue be, and the same hereby is, authorized to annually certify and cause to be paid to the Municipality an amount equal to the increase in the aggregate amount of taxes paid by retailers and servicemen on transactions at places of businesses located within the Area pursuant to the Municipal Retailers' Occupation Act, the Municipal Service Occupation Tax Act, the Retailers' Occupation Tax Act, the Use Tax Act, the Service Use Tax Act, and the Service Occupation Tax Act for as long as the Area exists, over and above the aggregate amount of such taxes certified by the Illinois Department of Revenue and paid under those acts by retailers and servicemen on transactions at places of business located in the Area during the calendar year 1985.

SECTION 3. Revenues to be Deposited. All incremental revenues received by the Municipality from the Municipal Retailers' Occupation Tax Act and the Municipal Service Occupation Tax Act be, and the same hereby are authorized to be, deposited upon receipt to the Fund in accordance with the Act.

SECTION 4. Invalidity of Any Section. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 5. Superseder and Effective Date. All ordinances, resolutions, motions or orders in conflict herewith be, and the same hereby are, repealed to the extent of such conflict, and this ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

ADOPTION OF REDEVELOPMENT AGREEMENT BETWEEN
CITY AND MAY DEPARTMENT
STORE COMPANY.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the adoption of a redevelopment

agreement between the City of Chicago and the May Department Store Company for the redevelopment of the subject area and for the issuance of not to exceed \$3,000,000 of City of Chicago Redevelopment Notes, Series 1986.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 48.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The City Council (the Corporate Authorities") of the City of Chicago, Illinois (the "City"), has heretofore adopted certain ordinances in accordance with the provisions of the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article II of the Illinois Municipal Code, as amended (the "Act"), which ordinances, respectively, approved the West Ridge -- Peterson Avenue Redevelopment Plan and Redevelopment Project (the "Redevelopment Plan and Project"), designated as a redevelopment project area the West Ridge -- Peterson Avenue Redevelopment Project Area (the "Area"), and adopted tax increment financing for the Redevelopment Plan and Project providing for the deposit of *ad valorem* taxes derived from the increase in the equalized assessed valuation of property in the Area and levied for so long as the Area exists into a special fund called the 1986 West Ridge -- Peterson Avenue Redevelopment Project Area Special Tax Allocation Fund (the "Special Fund"); and

WHEREAS, Pursuant to an ordinance heretofore adopted the City has authorized the Department of Revenue of the State of Illinois to certify and cause to be paid to the City Treasurer an amount equal to the increase in the aggregate amount of taxes paid by retailers and servicemen on transactions at places of businesses located within the Area pursuant to the Municipal Retailers' Occupation Tax Act, the Municipal Service Occupation Tax Act, the Retailers' Occupation Tax Act, the Use Tax Act, the Service Use Tax Act and the Service Occupation Tax Act for so long as the Area exists over and above the aggregate amount of such taxes as certified by the Illinois Department of Revenue and paid under those Acts by retailers and servicemen on transactions at places of business located in the Area during the base year which shall be the calendar year immediately prior to the year in which the City adopted tax increment allocation financing, less 1.6% of such amounts generated under the Retailers' Occupation Tax Act, Use Tax Act and Service Use Tax Act and the Service Occupation Tax Act, which sum shall be retained by the State Treasurer to cover administrative and enforcement costs incurred by the Department of Revenue; and

WHEREAS, It is desirable and for the best interests of the citizens of the City that a redevelopment agreement between the City and The May Department Stores Company

("May") (the "Redevelopment Agreement") be executed in order to effectuate the Redevelopment Plan and Project for the Area; now, therefore,

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

SECTION 1. Execution of Redevelopment Agreement. The Mayor is hereby authorized to execute and the City Clerk or Deputy City Clerk is hereby authorized to attest a Redevelopment Agreement substantially in the form attached hereto and made a part hereof as Exhibit A, and such other supporting documents which may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, including a Redevelopment Note -- Series 1986 made by the City and payable to May in substantially the form attached hereto and made a part hereof as Exhibit B.

SECTION 2. Pledge of Incremental Revenues and Special Fund. The Real Estate Tax Increment and the Sales Tax Increment (both as defined in the Redevelopment Agreement) collected pursuant to the Act shall be deposited into the Special Fund and the Real Estate Tax Increment and the Sales Tax Increment and the Special Fund are hereby pledged by the City for the purpose of paying Redevelopment Project Costs (as defined in the Redevelopment Agreement) for the Area in an amount not to exceed Three Million Dollars (\$3,000,000.00). The City shall issue a Redevelopment Note -- Series 1986 (the "Note") to May, as payee, in the amount of Three Million Dollars (\$3,000,000.00). All payments made by the City pursuant to the Note shall be made solely out of the Special Fund established pursuant to the Act. Because it is a special fund, deposits of the Real Estate Tax Increment and the Sales Tax Increment into the Special Fund shall not be subject to the appropriation process of the Corporate Authorities and amounts deposited therein shall be disbursed in accordance with the Redevelopment Agreement and the Series 1986 Note without further action by the Corporate Authorities.

SECTION 3. Invalidity of Any Section. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 4. Superseder and Effective Date. All ordinances, resolutions, motions or orders in conflict herewith be, and the same hereby are, repealed to the extent of such conflict, and this ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

Exhibits A (Redevelopment Agreement) and B (Redevelopment Note) attached to this ordinance read as follows:

Exhibit A.

Redevelopment Agreement.

This Agreement made this _____ day of _____, 1986 by and between the City of Chicago, Illinois, an Illinois municipal corporation (the "City"), and The May Department Stores Company, a New York corporation ("May").

Preliminary Statement:

Whereas, the City has the authority to promote the health, safety and welfare of the City and its inhabitants, to prevent the spread of blight and excessive commercial vacancy, to encourage private development in order to enhance the local tax base and promote the creation of employment and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes:

Whereas, the City is concerned with the spread of blighted conditions and vacancy of commercial and industrial property in the City;

Whereas, May is a major shopping center developer and retailer which is interested, possibly in conjunction with another developer to be selected by May by means of written notice to the City as described below in Section 11, in initiating construction of a shopping center consisting of approximately 110,000 square feet of building area (including a "Venture" department store) on an approximately 6.4± acre tract located on the north side of Peterson Avenue and East of Rosehill Cemetery, in Chicago, Illinois, and legally described on Exhibit A, attached hereto (the "Subject Property") provided and on the condition that the City provide development assistance by means of this Redevelopment Agreement:

Whereas, the City intends to provide an inducement to May to acquire title to the Subject Property and to cause the initiation of construction of a department store and shopping center:

Whereas, the City has undertaken a program for the redevelopment of the Subject Property and such other contiguous parcels of real estate which would be substantially benefited by such program for redevelopment of the area legally described on Exhibit B attached hereto (the "Redevelopment Project Area") pursuant to the Tax Increment Allocation Redevelopment Act, Illinois Revised Statutes (1985) Ch. 24, §11-74.4-1, *et seq.*, as amended (the "Act");

Whereas, the aforesaid program for redevelopment will incur "Redevelopment Project Costs" described on Exhibit C, attached hereto, consisting of (i) the cost of demolishing existing buildings and the performance of other work (the "Project Improvements,") and (ii) certain property assembly and acquisition costs;

Whereas, the City is empowered to undertake the redevelopment of blighted or conservation areas through tax increment financing and to incur statutory redevelopment project costs to induce further investment by the private sector;

Whereas, the Commercial District Development Commission, pursuant to notice as provided by the Act, held a public hearing on August 27, 1986, to consider the proposed West Ridge -- Peterson Avenue Redevelopment Plan and Project providing for the development of the proposed Redevelopment Project Area with a shopping center in accordance with the Act;

Whereas, in accordance with the Act, the City approved the proposed West Town -- Peterson Avenue Redevelopment Plan and Project pursuant to an ordinance entitled "An

Ordinance of the City of Chicago, Illinois/Approving a Tax Increment Redevelopment Plan and Redevelopment Project for the West Ridge -- Peterson Avenue Redevelopment Project Area" (the "Redevelopment Plan Ordinance"), and designated the proposed Redevelopment Project Area pursuant to an ordinance entitled "An Ordinance of the City of Chicago, Illinois/Designating the West Ridge -- Peterson Avenue Redevelopment Project Area of said City A Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Project Act" (the "Redevelopment Project Area Ordinance"), which ordinances were adopted on _____, 1986;

Whereas, pursuant to the Act, the City adopted tax increment allocation financing for the West Ridge -- Peterson Avenue Redevelopment Plan and Project pursuant to two ordinances entitled "An Ordinance of the City of Chicago, Illinois/Adopting Tax Increment Allocation Financing for the West Ridge -- Peterson Avenue Redevelopment Project Area" (the "Real Estate Tax Increment Ordinance") and "An Ordinance of the City of Chicago, Illinois/Authorizing the Department of Revenue to Certify and Cause to be Paid to the City of Chicago, an Amount Equal to the Increased in Certain Taxes Paid in a Portion of said City" (the "Sales Tax Increment Ordinance"), adopted by the City on _____, 1986, which in pertinent parts together provide that:

- (i) the *ad valorem* taxes, if any, arising from the levies upon taxable real property in the Redevelopment Project Area by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the Act for each year after the effective date of the Real Estate Tax Increment Ordinance (i.e., commencing with the year beginning January 1, 1987) through and including the thirteenth Project Year as hereinafter defined (unless the Special Fund as hereinafter defined is terminated sooner pursuant to Section 7(b) below), which are attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed valuation of each property in the Redevelopment Project Area as certified by the Cook County Clerk, all as provided in Sections 11-7.4-8 and 11-7.4-9 of the Act (hereinafter the "Real Estate Tax Increment"), and
- (ii) the portion, if any, of the increase in the aggregate amount of taxes paid by retailers and servicemen on transactions at places of businesses located within the Redevelopment Project Area pursuant to the Municipal Retailers' Occupation Tax Act, the Municipal Service Occupation Tax Act, the Retailers' Occupation Tax Act, the Use Tax Act, the Service Use Tax Act, and the Service Occupation Tax Act for each year after the effective date of the Sales Tax Increment Ordinance (i.e., commencing with the year beginning January 1, 1987) through and including the thirteenth Project Year (unless the Special Fund is terminated sooner pursuant to Section 7(b) below), over and above the aggregate amount of such taxes as certified by the Illinois Department of Revenue ("D.O.R.") and paid under those Acts by retailers and servicemen on transactions at places of business presently located in the Redevelopment Project Area (subject to the provisions of Section 6, below) during the base year which shall be 1985 (the "Sales Tax Base Year"), less the amounts retained by the State Treasurer pursuant to Section 11-74.4-8a of the Act to cover the costs incurred by D.O.R. in administering the Act (the "Sales Tax Increment"),

shall be allocated to and when collected shall be paid to the City Treasurer of the City who shall deposit the Real Estate Tax Increment and the Sales Tax Increment in a special fund entitled "1986 West Ridge -- Peterson Avenue Redevelopment Project Area Special Tax Allocation Fund" (the "Special Fund") for the purpose of paying Redevelopment Project Costs and obligations incurred by the City in payment of such Redevelopment Project Costs by the City, with said Special Fund to be pledged by the City to the payment of Redevelopment Project Costs and any obligations incurred by the City in payment of such Redevelopment Project Costs; and

Whereas, in the interest of promoting the health, safety and welfare of the City and its inhabitants, of preventing the spread of blight and excessive commercial vacancy, enhancing the local tax base of the City and other taxing districts, relieving conditions of unemployment and encouraging sound land use planning, the City is entering this Redevelopment Agreement in order to induce May and a co-developer, if any, to acquire the Subject Property and to initiate construction of a department store and shopping center on the Subject Property;

Now, therefore, the parties agree as follows:

1. Construction of Project Improvements.

In order to induce May and its co-developer, if any, to acquire the Subject Property and to cause the initiation of construction of a department store and shopping center, the City agrees to cause the construction, rehabilitation, and performance of the Project Improvements and to pay those certain Redevelopment Project Costs set forth on Exhibit C plus interest thereon on the terms and conditions set forth herein.

2. Initiation of the Project Improvements.

Subject to the terms, conditions and limitations set forth herein, May and a co-developer to be selected by May, if any, agree to acquire title to the Subject Property on or before December 31, 1987 and to initiate performance of the Project Improvements on or before one hundred eighty (180) days from the date the City issues required permits for the same.

3. Payment of Costs of Project Improvements.

Subject to the terms, conditions, and limitations set forth herein, City agrees to incur Redevelopment Project Costs up to a maximum principal amount of \$3,000,000.00 and shall pay the Redevelopment Project Costs by means of the issuance of the Redevelopment Note Series 1986 in the form attached hereto as Exhibit D (the "Series 1986 Note"). May and its co-developer, if any, shall bear the principal amount of any Redevelopment Project Costs which exceed \$3,000,000.00. May and its co-developer, if any, will advance all funds necessary to pay their contractors and subcontractors or other third parties, including but not limited to the present owners of the Subject Property (i.e. Z. F. Inc., Z. Frank, Inc. and Five Wheels, Inc.) as Project Improvements are performed or such Redevelopment Project Costs are incurred; in turn, May and its co-developer, if any, shall be paid by the City for advancing all such funds necessary to pay such Redevelopment Project Costs plus interest thereon by means of the Series 1986 Note or Notes (described below) payable solely out of the Special Fund.

4. Site Plan.

City, May and its co-developer, if any, acknowledge and agree that the Site Plan for the shopping center attached hereto as Exhibit E will be subject to modification and revision as input and approvals from third parties such as prospective occupants and the Illinois Department of Transportation are obtained and as the development process for the Subject Property continues, and that modifications and revisions to the Site Plan are permitted provided that such modifications and revisions do not substantially alter the nature of the Project Improvements and provided further that such modifications and revisions comply with applicable City ordinances, including without limitation applicable planned development ordinances.

5. Request for Verification.

a. Payment to May and its co-developer, if any, for Redevelopment Project Costs shall be made based upon Requests for Verification submitted by May and its co-developer, if any, to the Commissioner of the City's Department of Economic Development (the "Commissioner") from time to time, but not more than twice, once with respect to the Project Improvements and once with respect to the property assembly and acquisition costs pertaining to the Subject Property. With respect to a Request for Verification involving Project Improvements, the Commissioner shall be furnished with (i) the sworn statement of May or its co-developer, if any, giving the names of all parties furnishing labor, materials and/or equipment, or property for Project Improvements and the amounts paid to such parties for Project Improvements; (ii) a certificate from May's project engineer (the "Project Engineer") that, to the best of the Project Engineer's knowledge, information and belief, based on the Project Engineer's observations at the site and on the data comprising the Request for Verification, the Project Improvements have been substantially completed, subject only to punch-list items. By issuing its certificate, the Project Engineer shall not be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the work.

With respect to a Request for Verification involving property assembly and acquisition costs pertaining to the Subject Property, the Commissioner shall be furnished with copies of closing statements evidencing payments of amounts for such property assembly and acquisition equal to or greater than the amounts sought by May and its co-developer, if any, in such Request for Verification.

The Commissioner shall approve or disapprove a Request for Verification by written notice given to May and its co-developer, if any, within ten (10) business days after the delivery of the Request for Verification. In the event the Commissioner fails to approve or disapprove a Request for Verification within said period of ten (10) business days, the Request for Verification shall be conclusively deemed approved by the City. In the event the Commissioner disapproves a Request for Verification, the Commissioner's notice to May and its co-developer, if any, shall set forth in such written notice the specific reasons for disapproval and May and its co-developer, if any, may resubmit the Request for Verification and the procedures for review and approval by the Commissioner set forth herein shall apply to all such resubmittals; provided, however, in the event that May and its co-developer, if any, resubmit either Request for Verification one or more times, such

resubmission or resubmissions shall not be deemed to exceed the permitted number of Requests for Verification provided for in this Section.

b. The right of approval by the Commissioner provided in the foregoing paragraph shall not be unreasonably withheld and shall be limited to a determination whether the Request for Verification is complete, whether the Project Improvements appear to have been substantially completed, subject only to the punch-list items, and whether the Redevelopment Project Costs appear to have been incurred.

6. City Determination Pursuant to Section 11-74.4-8a of the Act.

Pursuant to Section 11-74.4-8a(1) of the Act, the City hereby finds and determines that no portion of the increase in the aggregate amount of taxes paid or to be paid by retailers and servicemen under the Retailers' Occupation Tax Act, Use Tax Act, Service Use Tax Act or the Service Occupation Tax Act is the result of the initiation of retail or service operations in the Redevelopment Project Area by either May or any other tenants or occupants of the Redevelopment Project Area with a resulting termination of retail or service operations by May or said tenants or occupants at another location in the City's standard metropolitan statistical area.

7. The Series 1986 Note or Notes: Source of Funds for Payment of the Series 1986 Note or Notes.

a. Subject to the terms, conditions and limitations contained in this Agreement, the City shall pay the Redevelopment Project Costs by means of the Series 1986 Note (or multiple Series 1986 Notes in the event of partial assignments of the same pursuant to Sections 8(d) or 11 below), said Series 1986 Note to be issued by the City to May, as payee, in the principal amount of \$3,000,000.00. All payments made by the City pursuant to the Series 1986 Note shall be made solely out of the Special Fund, and the City hereby agrees to deposit into the Special Fund and pledges the entirety of the Real Estate Tax Increment and the Sales Tax Increment (or revenues which replace *ad valorem* taxes levied on real property, the Municipal Retailer's Occupation Tax Act, the Municipal Service Occupation Tax Act, the Retailer's Occupation Tax Act, the Use Tax Act, the Service Use Tax Act, or the Service Occupation Tax Act in whole or in part, provided that the amounts to be deposited into the Special Fund shall be equal to the revenues that would have been deposited in the Special Fund if the aforesaid taxes or tax acts or any one of them had been so replaced) and the Special Fund to the payment of the Series 1986 Note. Because it is a special fund, deposits of the Real Estate Tax Increment and the Sale Tax Increment into the Special Fund (with the exception of replacement revenues described in the preceding sentence) shall not be subject to the appropriation process of the corporate authorities of the City and amounts deposited therein shall be disbursed in accordance with this Agreement and the Series 1986 Note without further action by the corporate authorities of the City.

b. Notwithstanding anything contained in this Agreement or in the Series 1986 Note to the contrary, the City shall pledge and maintain the Special Fund for the purposes stated herein until the first to occur of either: (i) the failure of May and its co-developer, if any, to acquire title to the Subject Property on or before December 31, 1987; (ii) the failure of May or its co-developer, if any, to substantially perform the Project Improvements on or before one hundred eighty (180) days from the date the City issues required permits for the same; (iii) all principal and interest due on the Series 1986 Note are paid in full; (iv) the end of thirteen Project Years (as defined in Section 7(f) below) plus such period of time necessary to pay to May and/or its co-developer, if any, the Sales Tax Increment and the Real Estate Tax Increment attributable to the thirteenth Project Year or years prior to the thirteenth Project Year; (v) the end of eleven Project Years, plus such period of time necessary to pay to May and/or its co-developer, if any, the Sales Tax Increment and the Real Estate Tax Increment attributable to the eleventh Project Year or years prior to the eleventh Project Year, but the provisions of this Subpart (v) shall apply only in the event the State of Illinois has appropriated and paid to the City Treasurer for deposit in the Special Fund the full amount of the Sales Tax Increment permitted under the Act as amended as of September 21, 1986 (hereinafter, "the full amount of the Sales Tax Increment") for the first two (2) Project Years as defined below in Section 7(f), and May and/or its co-developer, if any, have received the full amount of the Sales Tax Increment for said two Project Years by means of payments pursuant to the Series 1986 Note or Notes; (vi) the end of ten Project Years, plus such period of time necessary to pay to May and/or its co-developer, if any, the Sales Tax Increment and the Real Estate Tax Increment attributable to the tenth Project Year or years prior to the tenth Project Year, but the provisions of this Subpart (vi) shall apply only in the event (1) the State of Illinois has appropriated and paid to the City Treasurer for deposit in the Special Fund the full amount of the Sales Tax Increment for the first three (3) Project Years as defined below in Section 7(f), and (2) May and/or its co-developer, if any, have received the full amount of the Sales Tax Increment for said first three full Project Years by means of payment pursuant to the Series 1986 Note and Notes. Upon (but not until) the first to occur of the events described in Subparts (i), (ii), (iii), (iv), (v) and (vi) of the preceding sentence, the City may adopt an ordinance dissolving the Special Fund, any surplus funds then remaining in the Special Fund shall be paid by the City Treasurer to the Cook County Collector, D.O.R. and the City as required by the Act, and subject to the provisions of Section 7(d), below, this Agreement shall be null, void and of no further force or effect. For the purposes of Section 2 and Section 7(b)(i) above, May and/or its co-developer, if any, shall be deemed to have "acquired title" in instances where (A) May and/or its co-developer, if any, or their successors in title or assigns have acquired title to portions of the Subject Property which taken together, constitute the entirety of the Subject Property, and/or (B) in the event legal title to all or any portion of the Subject Property is held by an Illinois land trust or land trusts, and May and/or its co-developer, if any, or their successors in title or assigns, own more than one half of the beneficial interest in such trust or trusts.

c. Until the Special Fund is dissolved pursuant to Section 7(b), above, the City agrees that it will not revoke or amend either the Real Estate Tax Increment Ordinance or the Sales Tax Increment Ordinance, that it will not pledge or apply the Special Fund to the payment of any other obligation of the City or divert said Special Fund to any other purpose or payment of any other obligation of the City, that it will not reduce or eliminate the rate of Municipal Retailer's Occupation Tax ("M.R.O.T.") or Municipal Service Occupation Tax

("M.S.O.T.") imposed by the City without replacing the amount of revenue lost by the reduction or elimination in the rate of M.R.O.T. and/or M.S.O.T. with an equal tax or other source of revenue for deposit in the Special Fund the amount of which tax or other source of revenue shall be determined by computing the amount of revenue which would have been deposited in the Special Fund if the City had not reduced or eliminated the M.R.O.T. and/or M.S.O.T. as of the date of this Agreement, and that it will not take any action or omit to take any action that will affect the continued existence of the Special Fund or the availability of the Special Fund to pay the Series 1986 Note or Notes.

d. If the Special Fund is dissolved pursuant to Section 7(b) (i) or (ii), above, May and its co-developer, if any, shall, at their sole expense, upon written notice given by City to May and its co-developer, if any, place those portions of the Subject Property and adjacent public rights of way affected by any incomplete Project Improvements which were initiated by May or its co-developer, if any, in a sightly condition. The City acknowledges and agrees that the aforesaid dissolution of the Special Fund, disbursement of surplus funds in accordance with Section 7(b), above, and the placement of areas affected by incomplete Project Improvements into a sightly condition are remedies which make the City whole and shall be the sole recourse and remedy of the City against May or its co-developer, if any, for failing to acquire title to the Subject Property or to substantially complete the Project Improvements as aforesaid.

e. The City Treasurer shall invest any monies in said Special Fund provided that any such investments shall be limited to obligations offered by the United States Treasury. Such investments shall be separate from and not commingled with the City's other funds and investments and all earnings from the investment of monies in the Special Fund shall be deposited in such Special Fund. The City Treasurer shall make such investments in a manner which makes all invested funds liquid and available on the quarter-annual payment dates and Final Payment date set forth in the Series 1986 Note.

f. For purposes of this Agreement, the first Project Year shall be the calendar year 1988. Each calendar year after the first Project Year shall be deemed to be a Project Year. Based on the foregoing the first three Project Years referred to above shall be 1988, 1989, and 1990 inclusive. In the event the City fails to submit the documentation to D.O.R. and D.C.C.A. required by the terms of Section 12 below within the prescribed time periods and as a result the State of Illinois fails to pay the full amount of the Sales Tax Increment to the City Treasurer for deposit in the Special Fund, the calendar year for which the Sales Tax Increment has not been paid shall not be deemed to be a Project Year for purposes of this Agreement, including but not limited to calculations of the term of the Series 1986 Note.

8. Payments of Interest and Principal on the Series 1986 Note.

a. Interest on Series 1986 Note.

Interest on the Series 1986 Note shall accrue on the unpaid balance of the principal sum of the Series 1986 Note as follows:

(i) From the date of the Note until a Request for Verification described in Section 5, above, is approved or deemed approved by the Commissioner pursuant to said Section, interest shall be at the rate of zero percent (0%); and

(ii) Thereafter, and until the dissolution of the Special Fund pursuant to Section 7(b), above, or except as provided for in Section 8(a) (iii) below, interest shall be at the rate of eight percent (8%) per annum on that portion of Redevelopment Project Costs set forth in a Request for Verification which is approved or deemed approved by the Commissioner pursuant to Section 5(a) above; and

(iii) In the event (1) the State of Illinois has paid the full amount of the Sales Tax Increment for the first three (3) Project Years to the City Treasurer for deposit in the Special Fund, and (2) May and/or its co-developer, if any, receive, the full amount of the Sales Tax Increment pursuant to the Series 1986 Note for the said first three Project Years, then upon receipt by May and/or its co-developer, if any, of such payments for the first three (3) Project Years, during each subsequent Project Year (if any) or part thereof in which the State of Illinois fails to pay the full Sales Tax Increment to the City Treasurer, the rate of interest shall be the lower of eight percent (8%) per annum or the Prevailing Rate (as defined below in Section 8(f) on that portion of Redevelopment Project Costs set forth in a Request for Verification which is approved or deemed approved by the Commissioner pursuant to Section 5(a) above. In the event the State of Illinois resumes payment of the full amount of the Sales Tax Increment to the City Treasurer, the rate of interest shall resume at the rate of eight percent (8%) per annum.

b. Payments of Interest and Principal: Payment Dates.

The principal sum of the Series 1986 Note and interest thereon pursuant to Section 8(a), above, shall be paid on a quarter-annual basis on January 1, April 1, July 1, and October 1 of each year with a final payment (the "Final Payment") to be paid as soon as practicable after the full amount of the Real Estate Tax Increment and the Sales Tax Increment attributable to the thirteenth Project Year (or the eleventh Project Year if the Special Fund is subject to eventual dissolution pursuant to Section 7(b)(v) above or the tenth Project Year if the Special Fund is subject to eventual dissolution pursuant to Section 7(b)(vi) above) have been deposited in the Special Fund, to the full extent monies have been deposited and are available in the Special Fund.

All payments on account of the indebtedness evidenced by the Series 1986 Note, including the Final Payment, shall be first applied to interest on the unpaid principal balance and the remainder to principal.

The aforesaid quarter-annual payments shall commence on the first quarter-annual payment date following the date a Request for Verification of Redevelopment Project Costs is so approved or deemed approved by the Commissioner.

c. Acknowledgment by City, May and Co-developer.

City acknowledges that the provisions of this Agreement which establish that the Series 1986 Notes shall be payable solely from the Special Fund containing the Real Estate Tax Increments generated by and improvements located on the Subject Property and the Sales Tax Increment generated by stores located upon the Subject Property provide an incentive for May and its co-developer, if any, to cause the construction of a substantial shopping center upon the Subject Property, and that the success of May and its co-developer, if any,

in operating or leasing space located upon the Subject Property is subject to macroeconomic forces largely beyond the control of private parties. May and its co-developer if any, acknowledge that they stand the risk of not being paid all or any part of the Redevelopment Project Costs up to a maximum principal amount of \$3,000,000.00 if such a shopping center is not constructed. In light of the risk assumed by May and its co-developer, if any, the City acknowledges and agrees that nothing contained in this Agreement shall be deemed to impose a performance schedule upon May or its co-developer, if any, to build, operate or lease a specific amount of space as a shopping center, or be deemed to be a shopping center operating covenant.

d. Assignment of Notes.

The Series 1986 Note or Notes and any payments of principal or interest thereunder may be assigned or transferred in whole or in part upon written notice to the City Treasurer who shall keep and maintain books which identify the owner or owners of the Series 1986 Note or Notes from time to time, provided, that the Series 1986 Note or Notes may never be issued in the name of "bearer." Notwithstanding anything contained in this Section 8(d), neither the Series 1986 Note or Notes or any part thereof may be assigned to any person or entity which is not also the assignee of either all or a part of this Agreement pursuant to Section 11 below.

e. Assignment of Participations in Series 1986 Note Payments.

The registered owner of any Series 1986 Note may assign all or part of its interest in the payments due under said Note or grant a participation in the payments due under said Series 1986 Note from time to time upon advance written notice to the City Treasurer, in which case the City Treasurer shall make payments due under such Series 1986 Note as so directed by the registered owner. In the absence of such advance written notice, City shall make all payments due under a Series 1986 Note to the registered owner.

In the event there are joint registered owners of a Series 1986 Note, said owners may direct the City by means of notice given to the City Treasurer to divide payments due under such Series 1986 Note among the joint registered owners in compliance with a written notice given to the City Treasurer in advance by each such registered owner. In the absence of such advance written notice, the City shall make all payments due under a Series 1986 Note by means of a check payable jointly to such registered owners.

f. Prevailing Rate Defined.

For the purposes of this Agreement, the Prevailing Rate shall be defined as the rate for the most recent date shown in the 20 G. O. Bonds Index of average municipal bond yields as published in the most recent edition of The Bond Buyer, published in New York, New York, as of the first day of each July which ensues a Project Year (except for the first three Project Years) for which the State has failed to pay the full amount of the Sales Tax Increment to the City Treasurer for deposit into the Special Fund.

9. Limited Obligation.

The City's Obligation to pay May and its co-developer, if any, for Redevelopment Project Costs and the City's obligation to make payments of principal and interest on the Series 1986 Note or Notes constitute a limited obligation of the City, payable solely from amounts available in the Special Fund. Said obligation does not now and shall never constitute an indebtedness of the City within the meaning of any State of Illinois constitutional or statutory provision, and shall not constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing power.

10. Time: Force Majeure.

Time is of the essence of this Agreement; provided, however, May shall not be deemed in default with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruption of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the City (or the City's agents, employees or invitees) or third parties, or any other cause beyond the reasonable control of May, including but not limited to delays in acquiring title or possession the Subject Property caused by the parties who are contractually obligated to convey and grant the same to May and/or its co-developer.

11. Assignment.

a. May may by means of written notice to the City assign all or any part of its rights and obligations under this Agreement to a co-developer of any portion of the Subject Property (including but not limited to the party presently intended by May to serve as its co-developer, The Taxman Corporation, or an affiliate thereof or a partnership or other entity in which either The Taxman Corporation or Seymour Taxman is a partner or has an interest), in which case the rights and obligations of May and any such co-developer, as to the City, shall be joint and several, provided, however, that notwithstanding any assignment to a co-developer of either this Agreement, the Series 1986 Note or any proceeds thereof, the obligations of "May" pursuant to Exhibit F attached hereto, and the obligations of "May" pursuant to Exhibit G attached hereto, shall remain personal as to May and shall not apply to such co-developer. No person or party (including The Taxman Corporation or any affiliate thereof nor any partnership or other entity in which either The Taxman Corporation or Seymour Taxman is a partner or has an interest shall be deemed to be a co-developer for the purposes of this Agreement until and unless May gives the City a separate written notice so stating containing a written acknowledgment of such designation on the terms and conditions of this Section 11(a) signed by the co-developer designated by May. The co-developer designated by May shall not become a registered owner or joint registered owner of the Series 1986 Note or a separate Series 1986 Note to be issued to co-developer until or unless May assigns all or part of its interest in the Series 1986 Note to such co-developer pursuant to Section 8(e) above.

b. The rights and obligations of May and/or a co-developer, if any, under this Agreement shall be fully assignable by means of written notice to the City, provided that no such assignment shall be deemed to release the assignor of its obligations to the City under this Agreement unless the consent of the Commissioner to the release of the assignor's

obligations is first obtained, which consent shall not be unreasonably withheld. The assignor's request to be released of its obligations pursuant to the preceding sentence shall be accompanied by a copy of the proposed assignment and by commercially reasonable financial information regarding the proposed assignee and its experience in real estate development. In the event the Commissioner fails to approve or disapprove the assignor's request for release of assignor's obligations within thirty (30) days from the date the request is given to the City, the consent of the City to the release of the assignor shall be conclusively deemed to be given. In the event the consent of the City to the proposed release of the assignor is given or deemed to be given, the assignor shall be released and relieved of its obligations under this Agreement and the assignee shall assume the same by the terms of the written assignment between assignor and assignee.

12. Documentation to D.O.R. and to the Illinois Department of Commerce and Community Affairs.

a. Not later than thirty (30) days after the effective date of An Ordinance Adopting Tax Increment Financing, the City shall at its sole cost and expense transmit to D.O.R. and to the Illinois Department of Commerce and Community Affairs ("D.C.C.A."), with copies to May and its co-developer, if any, the following:

(i) Certified copies of the Real Estate Tax Increment Ordinance and the Sales Tax Increment Ordinance;

(ii) A complete list of street names and the range of street numbers of each street located within the Redevelopment Project Area for which payments of the Sales Tax Increment are to be made pursuant to the Act in both the Base Year and the year preceding any year in which payments are to be made pursuant to the Series 1986 Note or Notes;

(iii) The addresses of persons registered with D.O.R. and the name under which each such retailer or serviceman conducts business at that address, if different from the corporate name;

(iv) The Illinois Business Tax Number of each such person referred to in 12(a)(iii), above;

(v) Certified copy of the Redevelopment Plan Ordinance;

(vi) Certified copy of the Redevelopment Project Area Ordinance;

(vii) A copy of the West Ridge -- Peterson Avenue Redevelopment Plan and Project as approved by the City;

(viii) An opinion of legal counsel for the City that the City has complied with the requirements of the Act;

(ix) A certification by the Mayor of the City that with regard to the Redevelopment Project Area;

- (A) The City has committed all of the municipal tax increment created pursuant to the Act for deposit in the Special Fund:
 - (B) The Redevelopment Project in West Ridge -- Peterson Avenue Redevelopment Plan and Project would not be completed without the use of State incremental revenues pursuant to the Act:
 - (C) The City will pursue the implementation of the West Ridge -- Peterson Avenue Redevelopment Plan and Project in an expeditious manner:
 - (D) The incremental revenue created pursuant to Section 11-74.4-8(a) of the Act will be exclusively utilized for the development of the Redevelopment Project Area; and
 - (E) The increased revenue created pursuant to Section 8(a) of the Act shall be used exclusively to pay redevelopment project costs as defined in the Act; and
- (x) Such other information, if any, required pursuant to the Act and the rules and regulations issued by D.O.R. or by D.C.C.A. for purposes of Section 11- 74.4-8(a) of the Act.

b. The City shall at its sole cost and expense update the information submitted to D.O.R. and D.C.C.A. pursuant to Sections 12(a)(i), (ii), (iii) and (iv) above in the event of a revision of the Redevelopment Project Area, or the opening or closing or change of name of any street or part thereof in the Redevelopment:

Project Area or if D.O.R. informs the City of an addition or deletion pursuant to the monthly updates required by the Municipal Retailers' Occupation Tax Act or the Municipal Service Occupation Tax Act, and provide May and its co-developer, if any, with copies of the same.

c. Until such time that the Special Fund is dissolved pursuant to Section 7(b) above and any surplus funds then remaining in the Special Fund are distributed in accordance with the Act, within one hundred eighty (180) days after the close of each of the City's fiscal years, the City shall at its sole cost and expense submit to D.C.C.A. (with copies to May and its co-developer, in any) the following information for the immediately preceding fiscal year:

(i) Any amendments to the West Ridge -- Peterson Avenue Redevelopment Plan and Project or the Redevelopment Project Area:

(ii) Audited financial statements of the Special Fund:

(iii) Certification by the Mayor that the City has complied with all of the requirements of the Act during the preceding fiscal year:

(iv) An opinion of legal counsel for the City that the City is in compliance with the Act:

(v) An analysis of the Special Fund which sets forth:

- (A) the balance in the Special Fund at the beginning of the fiscal years;
 - (B) all amounts deposited in the Special Fund by source;
 - (C) all expenditures from the Special Fund by category of permissible redevelopment project costs;
 - (D) the balance in the Special Fund at the end of the fiscal year including a breakdown of that balance by source.
- (vi) A legal description of all property purchased by the City within the redevelopment project area including:
- (A) street address;
 - (B) approximate size or description of property;
 - (C) purchase price;
 - (D) seller of property.
- (vii) A statement setting forth all activities undertaken in furtherance of the objectives of the West Ridge -- Peterson Avenue Redevelopment Plan and Project, including:
- (A) any project implemented in the preceding fiscal year;
 - (B) a description of the redevelopment activities undertaken;
 - (C) a description of any agreements entered into by the City with regard to the disposition or redevelopment of any property within the Redevelopment Project Area;
- (viii) With regard to any obligations issued by the City:
- (A) copies of bond ordinances or resolutions;
 - (B) copies of any official statements;
 - (C) an analysis prepared by financial advisor or underwriter setting forth the nature and term of the obligation and projected debt service, including required reserves and debt coverage; and
- (ix) Such other information, if any, required pursuant to the Act, and the rules and regulations issued by D.O.R. or by D.C.C.A. for purposes of Section 11-74.4-8a of the Act.
- d. The payments authorized under Sections 11-74.4-8 and 11-74.4-8a of the Act which are deposited in the Special Fund by the City Treasurer shall, for accounting purposes, be

identified by the City Treasurer by sources of each payment as *ad valorem* taxes arising from levies upon taxable real property, M.R.O.T., M.S.O.T., state retailers' and service occupation tax, and use and service use tax, all as required by Section 11-74.4-8a(5).

e. Not later than five (5) days after the effective date of the Real Estate Tax Increment Ordinance, the City shall cause to be delivered to May, at May's expense, a legal opinion executed by Chapman and Cutler and addressed to May that the City has complied with the requirements of the Act and that the Redevelopment Agreement is a legal, valid, and binding obligation of the City, subject to applicable bankruptcy, insolvency reorganization, moratorium or other similar laws affecting creditor's rights generally.

13. Fees to City (a) upon delivery by the City to D.C.C.A. and D.O.R. of a complete set of the documentation set forth in Section 12(a) above, and delivery of copies of such documentation to May and its co-developer (if any), May and its co-developer (if any), shall pay to the City a total of Forty-five Thousand Dollars (\$45,000.00).

(b) Upon each annual delivery by the City to D.C.C.A. of a complete set of documentation described in Section 12(c) above, (with copies to May and its co-developer, if any) May shall pay to the City a total amount equal to five hundredths of one percent (.0005) of the then current outstanding principal balance of the Series 1986 Note or Notes.

14. First Source and Compliance with Mayor's Executive Order 85-2. Simultaneously upon the execution and delivery of this Agreement, May and the City will execute and deliver to one another that certain "First Source Agreement" attached hereto as Exhibit F and that certain "Affirmative Action Plan" attached hereto as Exhibit G.

15. Exhibits.

The Exhibits referred to in this Agreement and attached hereto are incorporated herein by this reference and made a part hereof.

16. Waiver.

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any other right or remedy hereunder, or shall be deemed to constitute a waiver or other rights and remedies provided said party pursuant to this Agreement.

17. Severability.

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

18. Notices.

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney or the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To May:

The May Department Stores Company
611 Olive Street
St. Louis, Missouri 63101
Attention: Senior Vice President, Real Estate

With copies to:

President
Venture Stores
2001 E. Terra Lane
O'Fallon, Missouri 63366

and

The May Department Stores Company
611 Olive Street
St. Louis, Missouri 63101
Attention: Carol Fasano, Esq.

and

John J. Lawlor, Esq.
Ross & Hardies
150 N. Michigan Avenue, Suite 2500
Chicago, Illinois 60601

To City:

Commissioner of Department of Economic Development
City of Chicago
20 N. Clark Street
28th floor
Chicago, Illinois 60602

With a copy to:

Corporation Counsel
City of Chicago
City Hall
121 North LaSalle

Room 511
Chicago, Illinois 60602

To a co-developer: As may be directed by means of the notice given to the City by May pursuant to Section 11(a) above, or by means of subsequent notice given by May to City;

or such other address as may be designated from time to time by either party by written notice to the other.

19. Entire Agreement.

Except as otherwise provided, herein, this Redevelopment Agreement and the Exhibits hereto contain the entire agreement of the parties in regard to the subject matter hereof. No agreement or commitment by either party not herein contained shall be binding unless in writing and signed by the parties.

20. Headings.

The headings of the various Sections of this 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.

21. No Recordation.

Neither the City, May nor its co-developer, if any, shall cause this Agreement, the ordinance approving and authorizing this Agreement, the Redevelopment Plan Ordinance, the Redevelopment Project Area Ordinance, the Real Estate Tax Increment Ordinance, the Sales Tax Increment Ordinance, or any exhibits thereto, to be recorded with the Office of the Cook County Recorder of Deeds.

22. Succession.

Subject to the provisions of Section 11, above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

23. No Joint Venture.

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership or joint venture between or among such parties.

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Chicago, Illinois.

[Signature forms omitted for printing purposes.]

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

Exhibit A.

Description of Subject Property.

Parcel 1:

The North 188.50 feet of Lots 5 and 6; Lots 7, 8, 9, 10 and 11 (except that portion of said lots taken for the widening of Peterson Avenue); Lots 12 and 13; the South 30.0 feet of the West 49.2 feet of Lot 14, all in Barbara Evert's Addition to High Ridge, in the Northwest 1/4 of Section 6, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The West 255.5 feet of the South 330 feet of the East 1083.5 feet of the Northwest 1/4 of Section 6, Township 40 North, Range 14, East of the Third Principal Meridian, except that part thereof lying south of a line 67 feet North of and parallel with the South line of the Northwest 1/4 of Section 6 aforesaid, as conveyed by John Thillens and Theresa Thillens, his wife, to the City of Chicago, a municipal corporation, by Quitclaim Deed, dated October 6, 1928, and recorded November 2, 1928 as Document No. 10195995, in Cook County, Illinois.

Exhibit B.

Description of Redevelopment Project Area.

Parcel 1:

The North 188.50 feet of Lots 5 and 6; Lots 7, 8, 9, 10 and 11 (except that portion of said lots taken for the widening of Peterson Avenue); Lots 12 and 13; the South 30.0 feet of the West 49.2 feet of Lot 14, all in Barbara Evert's Addition to High Ridge, in the Northwest 1/4 of Section 6, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The West 255.5 feet of the South 330 feet of the East 1083.5 feet of the Northwest 1/4 of Section 6, Township 40 North, Range 14, East of the Third Principal Meridian, except that part thereof lying South of a line 67 feet North of and parallel with the South line of the Northwest 1/4 of Section 6 aforesaid, as conveyed by John Thillens and Theresa Thillens, his wife, to the City of Chicago, a municipal corporation, by Quitclaim Deed, dated October 6, 1928, and recorded November 2, 1928 as Document No. 10195995, in Cook County, Illinois.

Together With:

That portion of the entire Norwood Street right-of-way adjacent to the aforesaid lying between the west line of Hamilton Avenue, on the west, and the northerly extension of a point 788.30 feet east of the west line of Hamilton Avenue, on the east.

Together With:

That portion of the entire Peterson Avenue right-of-way adjacent to the aforesaid lying between the southerly extension of the west line of the aforesaid, on the west, and a point 687.27 feet east of said southerly extension of the west line, on the east.

Exhibit C.

Redevelopment Project Costs.

Project Improvements: Demolition and related costs (estimated to be \$240,000.00); soils improvement, utility relocation and installation, earth work, fill and grading (estimated to be \$216,000.00); common area facilities, including but not limited to paving, curbs and lighting (estimated to be \$335,000.00); traffic signalization, accessways, turning lanes, and deceleration lanes as may be required (estimated to be \$80,000.00); construction and installation of improvements, including but not limited to fencing and landscaping (estimated to be \$35,000.00); permit costs and the cost of professional services (estimated to be \$136,000.00).

Project Acquisition Costs: Estimated to be \$1,958,000.00.

Total Principal Amount of Redevelopment Project Costs: \$3,000,000.00.

Exhibit D.

Redevelopment Note, Series 1986
No. R-1

\$3,000,000.00 _____, 198__

For value received, the City of Chicago, Illinois, (the "City"), an Illinois municipal corporation, promises to pay to the order of The May Department Stores Company ("May"), a corporation, or registered assigns the principal sum of Three Million Dollars (\$3,000,000.00) or so much thereof as shall be deemed advanced hereunder from time to time, together with interest thereon from the date or dates set forth below on the unpaid balance of the principal sum at the rate hereinafter described, at the times and in the manner hereinafter provided. Sums shall be deemed advanced hereunder from time to time in each case as of the date of and in an amount equal to the portion of the Redevelopment Project Costs set forth in a Request for Verification which is approved or deemed approved by the Commissioner of the Department of Economic Development of the City of Chicago (the "Commissioner") pursuant to Section 5(a) of the Redevelopment Agreement.

This Note is issued pursuant to the exercise of the City's power and authority under the Tax Increment Allocation Redevelopment Act, Illinois Rev. Stat. (1985) Ch. 11-74.4-1 *et seq.* (the "Act"), as amended, and pursuant to "An Ordinance Approving and Authorizing the Execution of a Redevelopment Agreement between the City of Chicago and The May Department Stores Company ("May"), and the Issuance of Not to Exceed \$3,000,000 Aggregate Principal Amount of City of Chicago, Illinois, Redevelopment Notes, Series

1986" (the "Redevelopment Agreement Ordinance") and that certain "Redevelopment Agreement" dated _____, 1986 between the City and May.

Pursuant to the Act, the City adopted tax increment allocation financing for the West Ridge--Peterson Avenue Redevelopment Plan and Project by means of two ordinances entitled "An Ordinance of the City of Chicago, Illinois, Adopting Tax Increment Allocation Financing for the West Ridge--Peterson Avenue Redevelopment Project Area" (the "Real Estate Tax Increment Ordinance") and "An Ordinance of the City of Chicago, Illinois, Authorizing the Department of Revenue to Certify and Cause to be Paid to the City of Chicago, Illinois, an Amount Equal to the Increase in Certain Taxes Paid in a Portion of said City" (the "Sales Tax Increment Ordinance"). Pursuant to the Real Estate Tax Increment Ordinance, the Sales Tax Increment Ordinance, the Redevelopment Agreement Ordinance and the Redevelopment Agreement, the City Council of the City allocated to and authorized and directed the City Treasurer to deposit in a special fund entitled "1986 West Ridge--Peterson Avenue Redevelopment Project Area Special Tax Allocation Fund" (the "Special Fund"), the following:

- (i) the *ad valorem* taxes, if any, arising from the levies upon taxable real property in the Redevelopment Project Area (as defined in the Redevelopment Agreement) by taking districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the Act for each year after the effective date of the Real Estate Tax Increment Ordinance (i.e. commencing with the year beginning January 1, 1987) through and including the thirteenth Project Year (unless the Special Fund is terminated sooner as provided in Section 7(b) of the Redevelopment Agreement), which are attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed valuation of each Property in the Redevelopment Project Area as certified by the Cook County Clerk, all as provided for in Sections 11-7.4-8 and 11-7.4-9 of the Act (the "Real Estate Tax Increment"), and
- (ii) the portion, if any, of the increase in the agreement amount of taxes paid by retailers and servicemen on transactions at places of business located within the Redevelopment Project Area pursuant to the Municipal Retailers' Occupation Tax Act, the Municipal Service Occupation Tax Act, the Retailers' Occupation Tax Act, the Use Tax Act, the Service Use Tax Act, and the Service Occupation Tax Act for each year after the effective date of the Sales Tax Increment Ordinance (i.e. commencing with the year beginning January 1, 1987) through and including the thirteenth Project Year (unless the Special Fund is terminated sooner as provided in Section 7(b) of the Redevelopment Agreement), over and above the aggregate amount of such taxes as certified by the Illinois Department of Revenue ("D.O.R.") and paid under those Acts by retailers and servicemen on transactions at places of business presently located in the Redevelopment Project Area (subject to the provisions of Section 6 of the Redevelopment Agreement) during the base year which shall be 1985 (the "Sales Tax Base Year"), less the amounts retained by the State Treasurer pursuant to Section 11-74.4-8a of the Act to cover the costs incurred by D.O.R. in administering the Act (the "Sales Tax Increment"), for the

purpose of paying the Redevelopment Project Costs (as defined in the Redevelopment Agreement) obligations incurred by the City in payment of such costs.

The terms and conditions of the Redevelopment Agreement are hereby incorporated into this Note by this reference as if fully set forth herein.

This Note (the "Series 1986 Note") is executed and delivered by the City pursuant to the Redevelopment Agreement Ordinance and the Redevelopment Agreement for the purpose of paying the Redevelopment Project Costs. The Special Fund and all monies in or to be deposited in the Special Fund are hereby pledged by the City for payment of all principal of and interest on this Series 1986 Note and all Series 1986 Notes are secured, *pro rata*, without priority of one over the other, by the Special Fund. A default under any Series 1986 Note shall constitute a default under this Note.

Interest shall accrue on the unpaid balance of the principal sum as follows:

- (a) From the date of this Note until a Request for Verification described in Section 5(a) of the Redevelopment Agreement is approved or deemed approved by the Commissioner pursuant to said Section, at the rate per annum of zero percent (0%);
- (b) Thereafter, and until the dissolution of the Special Fund as provided for below, or except as provided for in Section (c) below, interest shall be at the rate of eight percent (8%) per annum on that portion of the Redevelopment Agreement Project Costs set forth in a Request for Verification which is approved or deemed approved by the Commissioner pursuant to Section 5(a) of the Redevelopment Agreement; and
- (c) In the event (1) the State of Illinois has paid the full amount of the Sales Tax Increment for the first three Project Years to the City Treasurer for deposit in the Special Fund, and (2) May and/or its co-developer, if any, receive the full amount of the Sales Tax Increment permitted under the Act as amended on September 21, 1986 (hereinafter the "full amount of the Sales Tax Increment") pursuant to this Note and any other Series 1986 Notes, if any, for the said first three Project Years, then upon receipt by May and/or its co-developer, if any, of such payments for the first three (3) Project Years, during each subsequent Project Year (if any) or part thereof in which the State of Illinois fails to pay the full amount of the Sales Tax Increment to the City Treasurer, the rate of interest shall be the lower of eight percent (8%) per annum or the Prevailing Rate (as defined below) on that portion of Redevelopment Project Costs set forth in a Request for Verification which is approved or deemed approved by the Commissioner pursuant to Section 5(a) of the Redevelopment Agreement. In the event the State of Illinois resumes payment of the full amount of the Sales Tax Increment to the City Treasurer, the rate of interest shall resume at the rate of eight percent (8%) per annum.

For purposes of this Note, the first Project Year shall be calendar year 1988. Each calendar year after the first Project Year shall be deemed to be a Project Year. Based on the foregoing the first three Project Years referred to above shall be 1988, 1989 and 1990 inclusive. In the event the City fails to submit the documentation to D.O.R. and D.C.C.A. required by the terms of Section 12 of the Redevelopment Agreement within the prescribed

time periods and as a result the State of Illinois fails to pay the full amount of the Sales Tax Increment to the City Treasurer for deposit in the Special Fund, the calendar year for which the Sales Tax Increment has not been paid shall not be deemed to be a Project Year for purposes of this Note, including but not limited to calculations of the term of this Note.

For purposes of this Note, the Prevailing Rate shall be defined as the rate for the most recent date shown in the 20 G.O. Bonds Index of average municipal bond yields as published in the most recent edition of The Bond Buyer, published in New York, New York, as of the first day of each July which ensues a Project Year (except for the first three Project Years) for which the State has failed to pay the full amount of the Sales Tax Increment to the City Treasurer for deposit into the Special Fund.

The principal sum of the Series 1986 Note and interest thereon as hereinabove stated shall be paid in quarter-annual installments on January 1, April 1, July 1 and October 1 of each year with a final payment (the "Final Payment") to be paid as soon as practicable after the full amount of the Real Estate Tax Increment and the Sales Tax Increment attributable to the thirteenth Project Year (or the eleventh Project Year if the Special Fund is subject to eventual dissolution pursuant to Section 7(b)(v) of the Redevelopment Agreement or the tenth Project Year if the Special Fund is subject to eventual dissolution pursuant to Section 7(b)(vi) of the Redevelopment Agreement) have been deposited in the Special Fund, to the full extent monies have been deposited and are available in the Special Fund.

All payments on account of the indebtedness evidenced by the Series 1986 Note, including the Final Payment, shall be first applied to interest on the unpaid principal balance and the remainder to principal.

The aforesaid quarter-annual payments shall commence on the first quarter-annual payment date following a Request for Verification of Redevelopment Project Costs which is approved or deemed approved by the Commissioner pursuant to Section 5(a) of the Redevelopment Agreement.

Notwithstanding anything contained herein to the contrary, in the event the City dissolves the Special Fund pursuant to Section 7(b) of the Redevelopment Agreement, the obligation of the City to make payments of principal and interest under this Note shall terminate and this Note shall be null, void and of no force and effect. This Note and the obligation to pay the principal of and interest on this Note are limited obligations of the City and are payable solely from monies available in the Special Fund. This Note and the obligation to pay the principal of and interest on this Note do not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision, and shall not constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing power. In the event the principal balance and all accrued and unpaid interest on this Note are not paid in full upon the making of the Final Payment described above, the obligation to pay any remaining unpaid principal sum and accrued and unpaid interest from the Special Fund shall be extinguished and cancelled.

Principal and interest shall be paid by check mailed to the address of the person or persons entitled thereto as shown on the registration books maintained by the City Treasurer of the City on the third (3rd) day prior to the payment date, unless the City has been directed to make such payments in another manner by advance written notice given

to said City Treasurer pursuant to Section 8(e) of the Redevelopment Agreement. Payments of principal and interest shall be made in such coin or currency of the United States of America as at the time of payment constitutes legal tender for the payment of public and private debts.

Whenever, under the terms of this Note, the principal and interest outstanding and unpaid become due and payable, the holder of this Note may pursue any remedies, legal or equitable, that are available to collect the unpaid balance hereof, together with interest. In any proceeding instituted to collect the unpaid balance of this Note, the prevailing party shall be entitled to recover attorneys' fees and other costs of litigation from the other party.

No delay on the part of the holder of this Note in exercising any option to demand payment shall operate as a waiver thereof or preclude the exercise thereof at any time during the continuance of a default. No extension of the maturity of this Note or the time of any payment shall affect the liability of the City and the City waives presentment for payment, protest, notice of protest and notice of non-payment of this Note or any part hereof.

All of the covenants, conditions and agreements contained in this Note shall extend to and shall be binding upon the successors and assigns of the respective parties to the extent an assignment is permitted or effective hereunder or under the Redevelopment Agreement and the proper jurisdiction for any action or proceeding hereunder shall be with the state or federal courts sitting within the State of Illinois. This Note for all purposes shall be governed by and construed in accordance with the laws of the State of Illinois.

The City Treasurer shall keep and maintain books for the registration and transfer of the Series 1986 Notes as agent of the City. This Note is transferable and assignable in whole or in part, as provided in the Redevelopment Agreement by the registered owner hereof or his duly authorized attorney at the office of the City Treasurer located at 121 North LaSalle Street, Chicago, IL, upon surrender of this Note, accompanied by a duly executed instrument of transfer in the form attached hereto and with guarantee of signature reasonably satisfactory to the City Treasurer, and upon payment by the owner hereof of any taxes or other governmental charges incident to such transfer. Upon any such transfer, a new fully registered Note or Notes of the same maturity, interest rate and in the same aggregate principal amount will be issued to the transferee or transferees. Such transfer shall not be effective until a new full registered Note (or Notes) is issued and the transfer is noted upon the books of the City Treasurer kept for that purpose. The City Treasurer shall be the Registration Agent for the City for purposes of Note registration. The person in whose name this Note is registered may be deemed the absolute owner hereof for all purposes by the City and any notice to the contrary shall not be binding upon the City. Notwithstanding anything contained in this Note, neither this Note nor any part hereof may be assigned to any person or entity which is also not the assignee of either all or part of the Redevelopment Agreement.

It Is Hereby Certified, Recited And Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of the Note does not exceed or violate any constitutional or statutory limitation.

In Witness Whereof, the City of Chicago, Illinois, has caused this Note to be executed by the Mayor, and its corporate seal to be impressed hereon, and attested by the City Clerk, all on this day of _____, 1986.

[Signature forms omitted for printing purposes.]

(Form of Assignment)

Assignment.

For Value Received the undersigned hereby sells, assigns and transfers unto _____ this Note of the City of Chicago, Illinois and does hereby irrevocably constitute and appoint _____, Attorney, to transfer this Note on the books of said City with full power of substitution in the premises.

Dated _____

By: _____

In the presence of:

Provisions of Registration.

This Note shall be registered on the books maintained by the City Treasurer of the City of Chicago (as Registration Agent for the City of Chicago) kept for that purpose. The principal and interest on this Note shall be payable only to or upon the order of the registered holder or his legal representative, provided that this Note may never be registered in the name of "bearer".

Registration.

Date of
Registration

Name of
Registered Owner

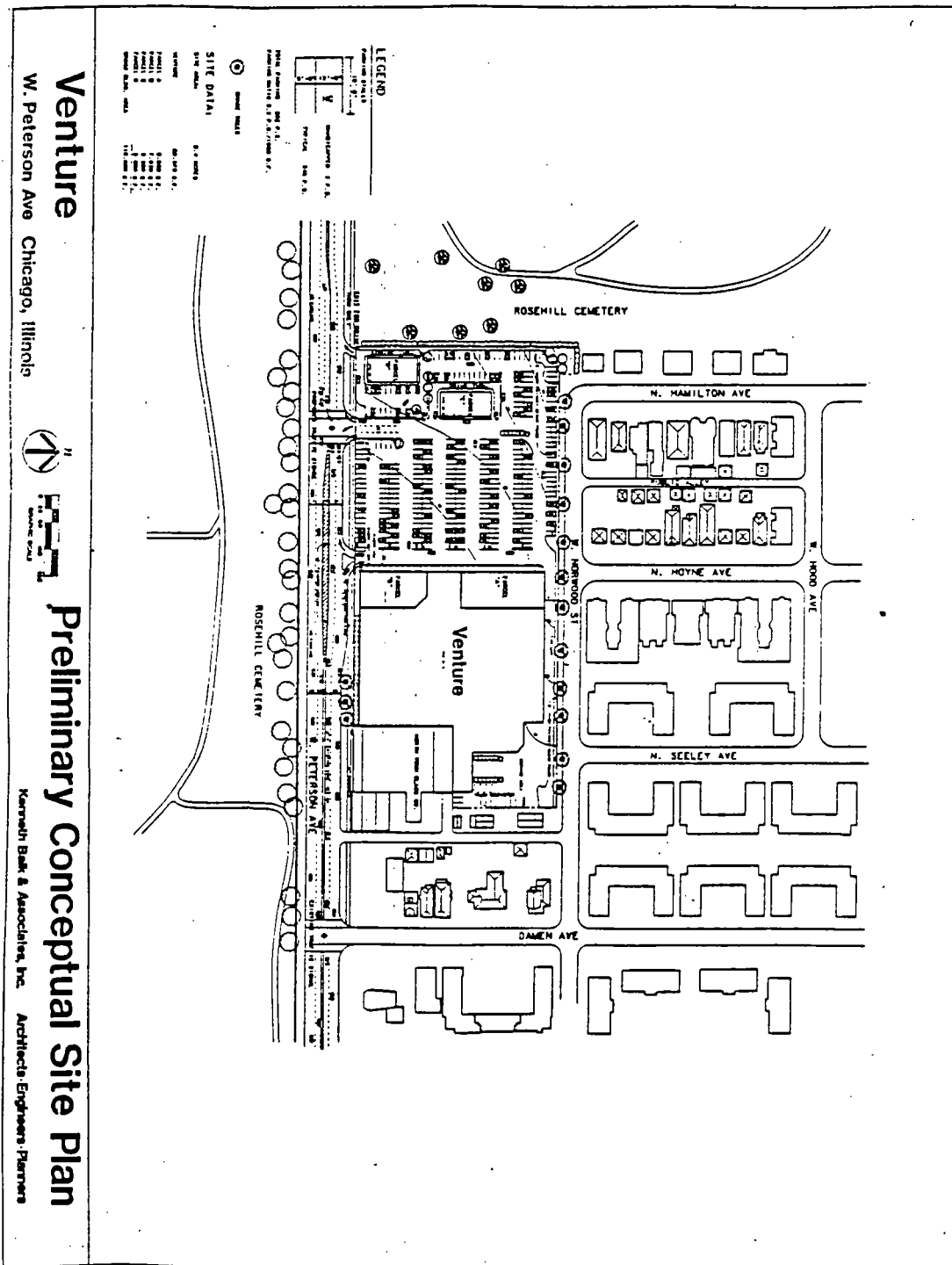
Signature of
Registration Agent

The May Department
Stores Company

Treasurer,
City of Chicago

[Exhibit E printed on page 35043 of this Journal.]

EXHIBIT E



*Exhibit F.**Employment Plan**First Source Agreement.*

The First Source Agreement for recruitment, referral and hiring is between the City of Chicago, Mayor's Office of Employment and Training, hereinafter referred to as the "Agency" and The May Department Stores, hereinafter referred to as "Employer". Under this Source Agreement, employer will use the Agency as its first source of recruitment and referral in employee hiring for "covered positions" as defined in II.A below at Venture Department Stores to be located at 2036 West Peterson Avenue and 5006 North Elston Avenue, Chicago, Illinois (hereinafter the "Peterson and Elston Venture Stores").

I. General Items.

- A. The Agency wishes to assure continuing employment opportunities for economically disadvantaged City residents with employers located within the City limits.
- B. The Employer agrees to use the Agency as a first source of recruitment and referral in hiring for employees in covered positions at the Peterson and Elston Venture Stores. The terms of this agreement will be accomplished through the cooperation of the Mayor's Office of Employment and Training, Economic Development Section and the City of Chicago, Department of Economic Development.
- C. The Agency will provide employment recruitment and referral services to the Employer solely for the Peterson and Elston Venture Stores subject to the limitations set out in this agreement.
- D. This agreement shall take effect when signed by the parties below and shall be in full force and effect for a period of two (2) years from the date of this agreement or until the expiration or termination of that certain Redevelopment Agreement dated _____ by and between the City of Chicago and May of which this agreement is a part, whichever first occurs. The parties agree to make a good faith effort to renegotiate a new agreement at the expiration of the term; provided that the Agency has consistently referred applicants as required by the Employer, and the Employer has hired and retained applicants under this agreement at the same or better hiring rates, retention rates and performance levels as applicants from its other sources. This agreement may be cancelled by the Employer as to the aforesaid Venture Department Stores upon the closing of the Venture Department Store in question.

II. Recruitment.

- A. The Agency and Employer agree that for purposes of this agreement "covered positions" shall be the following number of entry level positions in the following job categories in each of the aforesaid two Venture Department Stores:

20 Cashiers

2 Checker-Markers.

12 Merchandise Attendants

1 Cleaning Crew Associate

2 Food Service Associates

Covered positions may include job vacancies made available after internal promotions and terminations or openings created by an expansion of the Employer's work-force. Nothing in this agreement will release the Employer from his obligation to use good faith efforts to fill "Covered Positions" with persons referred by the Agency except as stated below in items III (Referral) and IV (Hiring).

- B. No later than ten (10) days prior to the anticipated hiring date for opening covered positions for either of the two aforesaid Venture Department Stores in question, Employer will submit to the Agency, a First Source Prospect Notification. (Attachment A).
- C. At least six (6) working days prior to the anticipated hiring dates for newly created covered positions, including the opening covered positions described in Section II.B above, the Employer will notify the Agency of its needs for new employees in such covered positions by completing a "Job Order Form" (Attachment B) for each job title. Open positions created by turnover of employees in existing "covered positions" shall require three (3) working days notice. The "Job Order Form" is to be completed in consultation with a M.E.T./E.D.S. representative. Applicants who meet these minimum job qualifications will be deemed to be "qualified persons" for the purposes of this agreement. The listing with the Agency shall be exclusive for six (6) days for new store or newly created "covered positions" and for three (3) days for open "covered positions" created by turnover.
- D. The Employer will also use best efforts to notify the Agency of all position vacancies which are not "covered positions" as described in Sections II.A, B and C above as they occur with respect to the Peterson and Elston Venture Stores. Notification should include qualifications, the rate of pay and the anticipated hiring dates. The Employer will also notify the Agency of the date by which the Agency must refer qualified applicants to the Employer for management, technical and professional vacancies.
- E. Openings in covered positions to be filled by internal promotion from within the Employer's local workforce need not be referred to the Agency for referral and hiring. If, however, an opening of a "covered position" is created as a result of an internal promotion, the provisions of Section IIA above shall apply.

- F. As it is the intention of the Employer to use the Agency as a first source of recruitment and referral in hiring for employees in covered positions at the Peterson and Elston Venture Stores, the Employer will not during the term of this Agreement subcontract to independent contractors the degree of work performed by "covered positions" listed in Section II.A.

III. Referral.

- A. The Agency will refer eligible pre-screened job applicants to the Employer in response to the notification of need for new employees described in Section II above. It will be the responsibility of the Agency to refer only qualified applicants who meet the profile of the Employer as detailed in the Job Order Form (Attachment B).
- B. The Agency will screen applicants for open covered positions according to the qualifications set forth in the Job Order Form.
- C. The Agency will make all referrals to the Employer no later than four (4) working days prior to the anticipated hiring date in the case of newly created "covered positions", and no later than one (1) working day in the case of a "covered position" open due to turnover. In the event that no referrals can be made, the Employer will be notified no later than four (4) working days prior to the anticipated hiring date for newly created "covered positions" and no later than one (1) working day in the case of a "covered position" open due to turnover. The Agency will make every reasonable effort to refer at least one qualified person for each job opening.
- D. In the event the Agency cannot refer the total number of qualified personnel requested within the exclusive listing period described in Section II. C., the Employer will be free to directly fill remaining positions for which no qualified applicants have been so referred. In this event, the Employer will make a good faith effort to hire unemployed Chicago residents.
- E. In the event that the Employer does not hire from among referred personnel for open covered positions the Employer should, at a minimum, indicate to the Agency in writing the reasons for not hiring, on a form mutually agreed upon by Employer and Agency.

IV. Hiring.

- A. The Employer will make all decisions on hiring new employees and may, in its discretion, decline to hire any person referred by the Agency. However, the Employer agrees to make a good faith effort to hire from referrals made with respect to open covered positions pursuant to Section III, above.
- B. The Agency will track job retention of employees hired under this agreement for 120 days following hiring. The Employer agrees to cooperate in the Agency's follow-up efforts.

- C. The Agency is required to monitor Employer's adherence to this agreement. Employer will cooperate in the Agency's monitoring efforts and will submit Quarterly Hiring Summaries in accordance with Attachment "C".
- D. After the Employer has selected its employees, the Agency will not be responsible for the employees' actions and the Employer hereby releases the Agency of any liability for their actions.

V. Training.

- A. The Employer will not discontinue job and workplace orientation due to this agreement.
- B. The Agency and the Employer may agree to develop additional on-the-job or customized training programs through the Job Training Partnership Act; the training specifications and costs for such training will be mutually agreed upon by the Employer and the Agency and will be covered in a separate training agreement.

VI. Controlling Regulations and Laws.

- A. If this agreement conflicts with any labor or employment laws or other government regulations as interpreted by the judiciary, the laws or regulations shall prevail.
- B. The Employer will provide the Agency with written documentation that the Employer has provided the representative of any involved collective bargaining unit with a copy of this agreement and has requested comments or objections. If the representative has any comments or objections, the Employer will provide them to the Agency.
- C. The Employer will not discriminate against any applicant for employment because of race, religion, age, handicap, color, sex, national origin, citizenship, or political affiliation. This agreement shall be deemed an agreement between Employer and the Agency and no other person or organization shall be entitled to enforce any of the provisions hereof or have any right hereunder. Employer and the Agency agree that actions for dispute resolution pursuant to Section 4 hereof may be brought only by the Agency and by no other person or organization and no person or organization shall be construed as, or have the rights of, a third party beneficiary under this agreement.

Dated this _____ day of _____, 19____.

[Signature forms omitted for printing purposes.]

Exhibit G.

To

Redevelopment Agreement

Affirmative Action Plan.

Policy Statement.

The City of Chicago (the "City") is committed to a policy of providing fair and representative employment and business opportunities for minorities and women in order to remedy the adverse effects of historically exclusionary practices within society, including the procurement of goods and services and the award of construction contracts for publicly-supported facilities. Reflecting these findings of past discrimination against minorities and women, and in recognition of this affirmative action policy, on December 9, 1983, the City Council of the City of Chicago adopted an Ordinance (the "Ordinance") requiring affirmative action to promote employment opportunities for minority and female workers and for residents of the City in City projects. In addition, on April 3, 1985, the Mayor of the City of Chicago issued Executive Order 85-2 requiring greater utilization of minority and female-owned business entities in the City's contracting process.

The May Department Stores Company, a New York corporation ("May") recognizes the importance of successful Affirmative Action Programs to the continued growth and vitality of the City of Chicago. May will establish, implement and maintain a continuing Affirmative Action Program designed to promote equal opportunity with respect to its construction of a Venture Department Store at 2036 W. Peterson Avenue, Chicago, on the terms and conditions set forth in this Affirmative Action Plan. The program will include, but not be limited to, the following: 1) this written Affirmative Action Plan (the "Plan") committing May to use good faith efforts to provide maximum opportunity for minorities and females in its development project; 2) establishment of goals for minority and female employment during the construction period for the aforesaid store; 3) formulation of achievable goals for utilization of women/minority business enterprises in the development; and 4) implementation of procedures designed to achieve program goals, including provision of objective standards to determine how goals are being met.

The purposes of this Affirmative Action Plan are to remedy society's past discriminatory underutilization of minorities and women and to promote the economic welfare of the people of the City of Chicago 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 and women. In accordance with the guidelines and goals set forth below, May shall use reasonable good faith efforts to implement a comprehensive strategy, encouraging and providing for the greatest practicable participation throughout the construction of the Project (as defined below) by business enterprises owned by minorities and women which shall apply prospectively from the date of the Agreement. The City agrees to assist May with the implementation of the Plan as provided herein.

The terms and provisions of this Plan are deemed to satisfy the Ordinance and Executive Order 85-2. Moreover, the requirements and provisions of this Plan do not establish legal or contractual rights for any person or organization other than the City and May.

The City recognizes that it is May's intent to hire qualified, responsible bidders for the construction of the Project. The City agrees that it is not the purpose of this Plan to require May or its contractors or impose upon May or its contractors any obligation to take actions which may adversely affect the cost of construction of the Project or delay or impair timely completion of the Project.

1. Definitions.

Whenever the following words or terms are used in this 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.

- 1.1 "Agreement" means the Redevelopment Agreement between the City of Chicago and May dated as of _____, 1986 to which this Plan is appended.
- 1.2 "Minority" means a person who is a citizen or lawful permanent resident of the United States and who is Black; Hispanic, regardless of race; Asian-American and Pacific Islanders; American Indian or Alaskan native.
- 1.3 "Minority Business Enterprise" ("M.B.E.") means a business that is owned and controlled by one or more minority persons.
- 1.4 "Women Business Enterprise" ("W.B.E.") means a business that is owned and controlled by one or more women.
- 1.5 "Owned" means a business which is (1) a sole proprietorship legitimately owned by a minority person or woman, (2) a partnership or joint venture in which at least 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 51 percent of the beneficial ownership interests legitimately are held by minority persons or women.
- 1.6 "Controlled" shall be determined by considering the degree to which minority group members or women participate in the ownership and management of the partnership, corporation or joint venture, including consideration of their participation in the decisions affecting the day-to-day management and operations of the business, and of their proportionate interest in the capital, assets, profits and losses of the business.
- 1.7 An "Eligible" M.B.E. or W.B.E. Firm includes any contractor or subcontractor providing services, products or materials in the Project, who has been certified by the Agency as provided in *3.5 below.
- 1.8 "Goals" means the targets established in this agreement for M.B.E. and W.B.E. participation in the Construction of the Project, or for minority and women employment in conjunction with the construction of the Project. Goals are not quotas or guarantees, but instead provide a benchmark to measure the success of May's reasonable good faith efforts to take the affirmative action steps to assure the greatest practicable M.B.E. and W.B.E. participation. Failure to meet a goal

will alert May that further actions may be needed but shall not, by itself, establish that May has failed to use reasonable good faith efforts.

- 1.9 "Small Business" means a business employing fewer than 100 employees, and which is neither dominant in its field nor the parent, affiliate or subsidiary of a business dominant in its field.
- 1.10 "Person" or "Persons" includes any natural person, corporation, partnership, unincorporated association, or joint venture.
- 1.11 "Agency" shall mean the City of Chicago by its designee, initially the Department of Economic Development (hereinafter, the "Department") for all areas of administration of this Plan with the exception of certification procedures as provided in Section 3.5 hereof. The City may designate in writing any other City Agency, or a City employee or consultant, to perform any function or duty required by this Plan.
- 1.12 "Contractor" means any person who has a contract with May (in which the parties do not stand in the relations of an employer and an employee), which provides for any portion of May's obligation under the Agreement to be performed, undertaken or assumed. "Subcontractor" means any person who has such a contract with a contractor or with a subcontractor.
- 1.13 "Project" or "Development" means the construction of the building shell of May's Venture Department Store to be located at 2036 W. Peterson, Chicago, and the "Project Improvements" described in the Redevelopment Agreement of which this Plan is a part. The following areas of activity shall be excluded from the Plan:
 - (1) Brokerage and Leasing
 - (2) Financing
 - (3) Management
 - (4) Syndication
 - (5) Insurance
 - (6) Accounting
 - (7) Legal Services
 - (8) General Architecture
 - (9) Landscape Architecture
 - (10) Structural Engineering
 - (11) Mechanical and Electrical Engineering

(12) Similar "soft costs"

1.14 "Construction" means the performance during construction of the Project of:

- (1) Earth moving including shoring
- (2) Demolition
- (3) Concrete (excluding pre-cast concrete)
- (4) Masonry -- bricklayers, granite
- (5) Structural steel
- (6) Metal decking
- (7) Miscellaneous metals
- (8) Ornamental metals
- (9) Carpentry -- rough and finish (excluding trade fixtures)
- (10) Moisture protection (roofing, etc.)
- (11) Fenestration -- all exteriors, interiors, which will include hardware, doors, glass, etc.
- (12) Finish trades (excluding tenant improvements and trade fixtures)
 - a. Floors
 - b. Walls
 - c. Ceilings
 - d. Lath and plaster
 - e. Partitions
 - f. Tile work
 - g. Painting
- (13) Vertical transportation
- (14) Mechanical trades
 - a. Electrical

- b. Plumbing
 - c. Fire protection
 - d. H.V.A.C.
- (15) Trash hauling and cleanup
 - (16) Water service
 - (17) Security
 - (18) Fencing/scaffolding
 - (19) Final cleanup
 - (20) Equipment rental

All work not specifically enumerated above is excluded. Also excluded are: energy and utility costs; taxes, permits and fees; city services; traditionally reimbursable expenses; tenant improvements; pre-cast concrete; trade fixtures, shelves, cabinetry and gondolas.

- 1.15 "May" means The May Department Stores Company, a New York corporation. The requirements of this Plan shall apply solely to May during the construction of the Project or until the expiration or termination of the Redevelopment Agreement, whichever first occurs.

2. Administration and Monitoring.

- 2.1 May is obligated to make reasonable good faith efforts to comply with all provisions and meet all goals set forth in this Plan. If May shall have made the reasonable good faith efforts required under this Plan, it shall have fulfilled its obligations hereunder even if the goals specified in this Plan have not been achieved. The Agency agrees to act reasonably and not arbitrarily in administering this Plan.
- 2.2 To facilitate and assure that good faith efforts are made, May will designate an Affirmative Action ("A.A.") Officer to assist with the monitoring and implementation of this Plan.
- 2.3 May's AA Officer shall coordinate all of the affirmative action activities undertaken by May on the Project. The AA Officer's major focus shall be on assuring good faith efforts to meet the established goals of the Plan.
- 2.4 The Commissioner of the Department shall consult and cooperate with May and the Contract Compliance Officer in the implementation of this Plan.

- 2.5 The Agency shall designate an Affirmative Action (A.A.) Coordinator operating under the auspices of the Department. The AA Coordinator shall be responsible for the Agency's duties under the Plan, for monitoring the Plan on behalf of the Agency, and for receiving May's communications and reports and transmitting Agency responses and other communications.
- 2.6 The AA Coordinator shall promptly review the affirmative action reports submitted by May and shall forward them to the Commissioner. The Commissioner is authorized to review, on behalf of the City, the administration of the Plan. Upon review of the reports, the AA Coordinator may request further information pertinent to evaluation of the Plan implementation. If the Agency has any substantial concerns about the adequacy of reasonable good faith implementation of this Plan, the AA Coordinator shall provide written notice to the AA Officer within 30 days after receipt of the AA Reports regarding the results of the review and if necessary, shall contact the AA Officer to promptly meet, and discuss and attempt to resolve areas of concern regarding reasonable good faith implementation of the Plan. Said notice shall describe in detail the Agency's concern about May's reasonable good faith implementation of this Plan. If any substantial concerns are not resolved by such discussions and negotiations, the AA Coordinator through the Commissioner of the Department shall report all negotiations regarding the adequacy of reasonable good faith implementation of the Plan to the Contract Compliance Officer of the City of Chicago. Failure of the AA Coordinator to provide such notice within such 30 day period shall be deemed approval of the affirmative action reports.
- 2.7 May, through the AA Officer, in cooperation with the Agency, will develop two different reports: (1) a "short form" 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) a "comprehensive report" containing a narrative description of the reasonable good faith efforts undertaken, further analysis of results and problems, if any, and suggested further steps if required. The reports will be submitted to the Agency's AA Coordinator on a quarterly basis throughout the construction of the Project.

3. Minority and Women Business Enterprises Participation Plan.

3.1 Introduction.

The following plan and goals are adopted by May for participation by minority and women business enterprises in the Construction of the Project. May shall make reasonable good faith efforts to meet the minority and women business enterprises goals established hereunder.

3.2 Methods to Ensure M.B.E. and W.B.E. Participation.

- 3.2.1 In making reasonable good faith efforts to meet the goals for M.B.E. and W.B.E. participation, May may use any or all of the methods and procedures set forth

below, as may be practical, or any other methods selected by May which may reasonably facilitate M.B.E. and W.B.E. participation, it is recognized that some methods and procedures may be impractical and that a definitive listing of all methods and procedures which may be appropriate, particularly in future circumstances, cannot now be set forth.

3.2.2 The methods and procedures which May may select to utilize to achieve the goals set forth herein, and use of which may be evaluated (in light of commercial and economic practicalities) to determine whether May has made reasonable good faith efforts, include by example the following:

- (a) Encouragement of joint ventures between majority and M.B.E. and W.B.E. contractors as a bid package.
- (b) Breaking out contracts into smaller packages to allow for bidding by smaller M.B.Es. and W.B.Es.
- (c) Advertising invitations to bid, particularly in minority media, including statements in the advertisements indicating May's intent to encourage M.B.E. and W.B.E. participation in the project.
- (d) Assisting, other than financially, M.B.Es. and W.B.Es. in obtaining bonding and insurance.
- (e) Assisting, other than financially, M.B.Es. and W.B.Es. in submitting bids by offering May's consultation.
- (f) Assisting, other than financially, M.B.Es. and W.B.Es. in obtaining certification.
- (g) Requesting the Assistance of the Agency's AA Coordinator in identifying certified, pending and certifiable minority and women businesses for contracts, subcontracts and other purchases.
- (h) Contacting the organizations listed below, or similar organizations, and soliciting assistance in obtaining M.B.E. and W.B.E. participation.
 - (a) Chicago Urban League
 - (b) Chicago Economic Development Corporation
 - (c) Chicago United
 - (d) Illinois Department of Commerce and Community Affairs Small Business Office
 - (e) Minority Economic Resource Corporation
 - (f) National Association of Women Business Owners

- (g) Alexander Grant & Company, Minority Business Development Center
- (h) Association of Asian Construction Enterprises
- (i) Black Contractors United
- (j) Hispanic-American Construction Industry Association (H.A.C.I.A.)
- (k) City of Chicago, Department of Purchases, Office of Contract Monitoring and Supplies
- (l) National Minority Suppliers Development Council, Inc.
- (m) Chicago Regional Purchasing Council

3.2.3 If the Commissioner of the Department, in consultation with the Purchasing Agent and Contract Compliance Officer, determines, based upon a reasonable review of the circumstances, that it is impossible, impractical, or commercially or economically unreasonable to obtain M.B.E.'s or W.B.E.'s to perform sufficient work in a timely manner within May's project schedule to fulfill the goals stated in 3.3.2 hereof, a waiver of all or a portion of the M.B.E. and/or W.B.E. goals shall be granted.

3.3 M.B.E. and W.B.E. Participation and Goals.

3.3.1 The dollar goals for participation by eligible M.B.E.'s and W.B.E.'s in the construction of the Project shall be 25 percent for M.B.E. firms and 5 percent for W.B.E. firms of the aggregate costs of the construction of the Project.

3.4 Additional Provisions Concerning Calculating M.B.E. and W.B.E. Participation.

3.4.1 May shall receive proportionate credit towards meeting the M.B.E. and W.B.E. goals for joint ventures in proportion to the ownership interests of eligible M.B.E. or W.B.E. firms participating in the venture. For example, a 25% minority owned joint venture that receives a \$100,000 contract would result in \$25,000 credit.

3.4.2 Where an eligible M.B.E. or W.B.E. firm is awarded a contract, and said firm subcontracts the performance of a portion of that contract, May shall receive credit only for that portion of the contract actually performed by the eligible M.B.E. or W.B.E. firm and for those amounts subcontracted to another eligible M.B.E. or W.B.E. firm. May shall receive credit for, and there shall not be excluded, dollars spent by an eligible M.B.E. or W.B.E. firm to purchase materials and supplies specified to this Project from non-M.B.E. or non-W.B.E. firms.

3.4.3 Where a firm which is not an M.B.E. or W.B.E. is awarded a contract, and said firm subcontracts a portion of that contract to an eligible M.B.E. or W.B.E. firm, May shall receive credit for the portion of the contract subcontracted to the M.B.E.

or W.B.E. firm. May shall receive credit for dollars spent by a firm which is not an M.B.E. or W.B.E. firm to purchase materials and supplies specific to this project from an M.B.E. or W.B.E. firm.

In the event May engages as a Contractor or Subcontractor an entity or firm which is certified as both an M.B.E. and a W.B.E., the dollar amount of contracts or subcontracts so awarded shall apply toward both May's M.B.E. and W.B.E. commitments.

In considering May's reasonable good faith efforts to comply with this Plan, the following factors in addition to those set forth in Section 3.2.2 shall be considered in light of May's need to construct the Project in accordance with its Project schedule:

- (a) Lack of a sufficient supply of certified, responsible M.B.E.'s and W.B.E.'s (with respect to such characteristics as financial capacity and capacity to meet the requirements of the work) in the Chicago Metropolitan Area (S.M.S.A.).
- (b) Inability to obtain competitive prices from available M.B.E.'s and W.B.E.'s in the S.M.S.A., based upon prevailing prices on the open market.
- (c) Failure of available M.B.E.'s or W.B.E.'s to submit bids with respect to particular aspects of the Project.

3.5 Agency Certification of Eligibility of Minority and Women Business Enterprises.

3.5.1 The Department of Purchases, Contracts and Supplies of the City of Chicago shall develop and maintain a list of certified minority and women business enterprises, and shall be available to review the qualifications of, and certify if appropriate, any firms (identified by May or otherwise) who represent that they qualify as minority or women business enterprises. The Department of Purchasing shall also review the qualifications of joint ventures for which May may seek proportionate credit pursuant to Section 3.4.1. In either instance, the Department of Purchasing shall certify each firm's (a) status as an M.B.E. or W.B.E. entity, and (b) area(s) of specialty or expertise determined by the Purchasing Agent to be most reflective of the firm's true specialty or expertise. The Agency's certification procedures shall be promptly, reasonably and uniformly applied to all applicants. May shall be entitled to rely upon an M.B.E. and W.B.E. certification by the Agency.

3.5.2 All requests for certification and additional information required, if any, should be submitted to the Director of the Office of Contract Monitoring and Compliance of the Department of Purchases, Contracts and Supplies of the City of Chicago with a copy of all materials to the Contract Compliance Officer and the Agency's AA Coordinator.

- 3.5.3 Any dispute arising between May and the City concerning the interpretation or implementation of this Plan or the Agency's failure or refusal to certify a business enterprise as an M.B.E. or W.B.E. shall be resolved in accordance with the Dispute Resolution provisions contained in Section 4.

4. Dispute Resolution.

- 4.1 If at any time during the existence of this Plan the Agency believes that May is substantially failing to use reasonable good faith efforts to comply with the terms of this Plan, the Agency's AA Coordinator shall provide a written report to May's AA Officer in a timely manner pursuant to Section 2.6, above, explicitly invoking this Section of the Plan, explaining in detail the alleged noncompliance, describing the grounds and factual basis for such belief, and proposing the further implementation steps the Agency believes should be taken.
- 4.2 If May disagrees with the Agency's evaluation, the AA Coordinator and AA Officer shall meet within fifteen (15) days and make every good faith effort to resolve the differences. If resolution is still not obtained, senior representatives of the Department and May shall meet and consult and attempt in good faith to resolve their differences as to the proper and adequate method of implementing the Plan.
- 4.3 If the Agency and May have consulted pursuant to Section 4.2 but been unable to resolve their differences within forty-five (45) days following the Notice of the Agency invoking this section, the matter shall be submitted to binding arbitration. The sole issue which may be presented and decided in arbitration is whether May has made reasonable good faith efforts to comply with the Plan, subject to the provisions of Section 4.5, below, the Arbitrators shall only have the authority to direct May to demonstrate reasonable good faith efforts as required by this Plan. Subject to the provisions of Section 4.5, below, such arbitration shall be the sole method of final dispute resolution concerning Section 14 of the Redevelopment Agreement and the implementation of this Plan, in lieu of any other remedies. The arbitration shall be conducted in accordance with the Federal Rules of Evidence.
- 4.4 Such arbitration shall be conducted by a panel of three persons, one designated by May, one by the Agency and the third selected by agreement of the first two arbitrators. May and the Agency shall designate their respective arbitrators within 30 days after the submission of the dispute to arbitration, and the third arbitrator shall be selected within 30 days thereafter. In other respects the arbitration shall be conducted pursuant to the rules and procedures of the American Arbitration Association, except as modified by this Plan or the agreement of the parties.

The determination of the arbitration panel shall be in writing and based upon the hearing record, and shall include a statement of findings and reasons therefor. The determination of the arbitrators shall be final and binding on the parties, and shall be judicially enforceable. Subject to the provisions of Section 4.5, below, it is

understood that the arbitrators shall have no authority to award damages or to require May to employ or contract with any specific person or company.

- 4.5 In the event the Arbitrators make a written finding A.) that May has failed to comply with the reasonable good faith requirements set forth in the Plan, and B.) that May has acted in bad faith in failing to comply with this Plan, May shall pay the following amount to the Agency as liquidated damages for May's noncompliance with the reasonable good faith requirements for M.B.E./W.B.E. participation, as measured by the extent of May's noncompliance:

For each one percent (1%) shortfall by May toward the Reasonable Good Faith M.B.E. Percentage or toward the Reasonable Good Faith W.B.E. Percentage (both as defined below), one percent (1%) of thirty percent (30%) of the cost of Project Improvements as defined in the Redevelopment Agreement shall be paid by May to the Agency as liquidated damages.

In addition to the Arbitrators' authority to direct May to undertake specific actions in order to demonstrate good faith efforts as required by the Plan pursuant to Section 4.3, above, such payment of liquidated damages shall be the Agency's sole remedy for a breach of this Plan.

For purposes of this Plan, the "Reasonable Good Faith M.B.E. Percentage" shall be defined as the written finding made by the Arbitrators pursuant to the first sentence of this Section 4.5, which is a determination of the percentage of M.B.E.'s which May and/or its general contractor, if any, would have hired had May and its general contractor, if any, complied with May's reasonable good faith obligation to hire M.B.E.'s pursuant to the Plan.

For purposes of this agreement, the "Reasonable Good Faith W.B.E. Percentage" shall be defined as the written finding made by the Arbitrators pursuant to the first sentence of this Section 4.5, which is the determination of the percentage of W.B.E.'s which May and/or its general contractor, if any, would have hired had May and its general contractor, if any, complied with May's reasonable good faith obligation to hire W.B.E.'s pursuant to the Plan.

In determining what constitutes Reasonable Good Faith M.B.E. Percentage and the Reasonable Good Faith W.B.E. Percentage, the Arbitrators shall consider factors set forth in this Plan, including but not limited to those factors set forth in Section 3.4.3, above.

- 4.6 In addition to the foregoing, in the event that May has contested the failure or refusal of the Agency to certify a business enterprise as an M.B.E. or W.B.E. and the Agency and May have been unable to resolve their differences within fifteen (15) days after a written notice of such contest given by May, the issue of certification shall be decided by the Arbitrators and the Arbitrators' written findings with respect to certification shall be taken into account in any dispute regarding May's reasonable good faith efforts to implement this Plan, including without limitation any calculation of liquidated damages pursuant to this Section 4.5.

5. No Third Party Benefit.

- 5.1 This Plan shall be deemed as an agreement between May and the City and no other person or organization shall be entitled to enforce any of the provisions hereof or have any right hereunder.
- 5.2 May and the City agree that actions for the enforcement of this Plan pursuant to Section 4 hereof may be brought only by the City and by no other person or organization and that no person or organization shall be construed as, or have the rights of, a third party beneficiary under this Plan.

[Signature forms omitted for printing purposes.]

Exhibit B.

Redevelopment Note, Series 1986
No. R-1

\$3,000,000.00 _____, 198__

For value received, the City of Chicago, Illinois, (the "City"), an Illinois municipal corporation, promises to pay to the order of The May Department Stores Company ("May"), a corporation, or registered assigns the principal sum of Three Million Dollars (\$3,000,000.00) or so much thereof as shall be deemed advanced hereunder from time to time, together with interest thereon from the date or dates set forth below on the unpaid balance of the principal sum at the rate hereinafter described, at the times and in the manner hereinafter provided. Sums shall be deemed advanced hereunder from time to time in each case as of the date of and in an amount equal to the portion of the Redevelopment Project Costs set forth in a Request for Verification which is approved or deemed approved by the Commissioner of the Department of Economic Development of the City of Chicago (the "Commissioner") pursuant to Section 5(a) of the Redevelopment Agreement.

This Note is issued pursuant to the exercise of the City's power and authority under the Tax Increment Allocation Redevelopment Act, Illinois Rev. Stat. (1985) Ch. 11-74.4-1 *et seq.* (the "Act"), as amended, and pursuant to "An Ordinance Approving and Authorizing the Execution of a Redevelopment Agreement between the City of Chicago and The May Department Stores Company ("May"), and the Issuance of Not to Exceed \$3,000,000 Aggregate Principal Amount of City of Chicago, Illinois, Redevelopment Notes, Series 1986" (the "Redevelopment Agreement Ordinance") and that certain "Redevelopment Agreement" dated _____, 1986 between the City and May.

Pursuant to the Act, the City adopted tax increment allocation financing for the West Ridge -- Peterson Avenue Redevelopment Plan and Project by means of two ordinances entitled "An Ordinance of the City of Chicago, Illinois, Adopting Tax Increment Allocation Financing for the West Ridge -- Peterson Avenue Redevelopment Project Area" (the "Real Estate Tax Increment Ordinance") and "An Ordinance of the City of Chicago, Illinois, Authorizing the Department of Revenue to Certify and Cause to be Paid to the City of Chicago, Illinois, an Amount Equal to the Increase in Certain Taxes Paid in a Portion of

said City" (the "Sales Tax Increment Ordinance"). Pursuant to the Real Estate Tax Increment Ordinance, the Sales Tax Increment Ordinance, the Redevelopment Agreement Ordinance and the Redevelopment Agreement, the City Council of the City allocated to and authorized and directed the City Treasurer to deposit in a special fund entitled "1986 West Ridge -- Peterson Avenue Redevelopment Project Area Special Tax Allocation Fund" (the "Special Fund"), the following:

- (i) the *ad valorem* taxes, if any, arising from the levies upon taxable real property in the Redevelopment Project Area (as defined in the Redevelopment Agreement) by taking districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the Act for each year after the effective date of the Real Estate Tax Increment Ordinance (i.e. commencing with the year beginning January 1, 1987) through and including the thirteenth Project Year (unless the Special Fund is terminated sooner as provided in Section 7(b) of the Redevelopment Agreement), which are attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed valuation of each Property in the Redevelopment Project Area as certified by the Cook County Clerk, all as provided for in Sections 11-7.4-8 and 11-7.4-9 of the Act (the "Real Estate Tax Increment"), and
- (ii) the portion, if any, of the increase in the agreement amount of taxes paid by retailers and servicemen on transactions at places of businesses located within the Redevelopment Project Area pursuant to the Municipal Retailers' Occupation Tax Act, the Municipal Service Occupation Tax Act, the Retailers' Occupation Tax Act, the Use Tax Act, the Service Use Tax Act, and the Service Occupation Tax Act for each year after the effective date of the Sales Tax Increment Ordinance (i.e. commencing with the year beginning January 1, 1987) through and including the thirteenth Project Year (unless the Special Fund is terminated sooner as provided in Section 7(b) of the Redevelopment Agreement), over and above the aggregate amount of such taxes as certified by the Illinois Department of Revenue ("D.O.R.") and paid under those Acts by retailers and servicemen on transactions at places of business presently located in the Redevelopment Project Area (subject to the provisions of Section 6 of the Redevelopment Agreement) during the base year which shall be 1985 (the "Sales Tax Base Year"), less the amounts retained by the State Treasurer pursuant to Section 11-74.4-8a of the Act to cover the costs incurred by D.O.R. in administering the Act (the "Sales Tax Increment"),

for the purpose of paying the Redevelopment Project Costs (as defined in the Redevelopment Agreement) and obligations incurred by the City in payment of such costs.

The terms and conditions of the Redevelopment Agreement are hereby incorporated into this Note by this reference as if fully set forth herein.

This Note (the "Series 1986 Note") is executed and delivered by the City pursuant to the Redevelopment Agreement Ordinance and the Redevelopment Agreement for the purpose of paying the Redevelopment Project Costs. The Special Fund and all monies in or to be deposited in the Special Fund are hereby pledged by the City for payment of all principal of

and interest on this Series 1986 Note and all Series 1986 Notes are secured, *pro rata*, without priority of one over the other, by the Special Fund. A default under any Series 1986 Note shall constitute a default under this Note.

Interest shall accrue on the unpaid balance of the principal sum as follows:

- (a) From the date of this Note until a Request for Verification described in Section 5(a) of the Redevelopment Agreement is approved or deemed approved by the Commissioner pursuant to said Section, at the rate per annum of zero percent (0%);
- (b) Thereafter, and until the dissolution of the Special Fund as provided for below, or except as provided for in Section (c) below, interest shall be at the rate of eight percent (8%) per annum on that portion of the Redevelopment Project Costs set forth in a Request for Verification which is approved or deemed approved by the Commissioner pursuant to Section 5(a) of the Redevelopment Agreement; and
- (c) In the event (1) the State of Illinois has paid the full amount of the Sales Tax Increment for the first three Project Years to the City Treasurer for deposit in the Special Fund, and (2) May and/or its co-developer, if any, receive the full amount of the Sales Tax Increment permitted under the Act as amended on September 21, 1986 (hereinafter the "full amount of the Sales Tax Increment") pursuant to this Note and any other Series 1986 Notes, if any, for the said first three Project Years, then upon receipt by May and/or its co-developer, if any, of such payments for the first three (3) Project Years, during each subsequent Project Year (if any) or part thereof in which the State of Illinois fails to pay the full amount of the Sales Tax Increment to the City Treasurer, the rate of interest shall be the lower of eight percent (8%) per annum or the Prevailing Rate (as defined below) on that portion of Redevelopment Project Costs set forth in a Request for Verification which is approved or deemed approved by the Commissioner pursuant to Section 5(a) of the Redevelopment Agreement. In the event the State of Illinois resumes payment of the full amount of the Sales Tax Increment to the City Treasurer, the rate of interest shall resume at the rate of eight percent (8%) per annum.

For purposes of this Note, the first Project Year shall be calendar year 1988. Each calendar year after the first Project Year shall be deemed to be a Project Year. Based on the foregoing the first three Project Years referred to above shall be 1988, 1989 and 1990 inclusive. In the event the City fails to submit the documentation to D.O.R. and D.C.C.A. required by the terms of Section 12 of the Redevelopment Agreement within the prescribed time periods and as a result the State of Illinois fails to pay the full amount of the Sales Tax Increment to the City Treasurer for deposit in the Special Fund, the calendar year for which the Sales Tax Increment has not been paid shall not be deemed to be a Project Year for purposes of this Note, including but not limited to calculations of the term of this Note.

For purposes of this Note, the Prevailing Rate shall be defined as the rate for the most recent date shown in the 20 G.O. Bonds Index of average municipal bond yields as published in the most recent edition of The Bond Buyer, published in New York, New York, as of the first day of each July which ensues a Project Year (except for the first three Project Years) for which the State has failed to pay the full amount of the Sales Tax Increment to the City Treasurer for deposit into the Special Fund.

The principal sum of the Series 1986 Note and interest thereon as hereinabove stated shall be paid in quarter-annual installments on January 1, April 1, July 1 and October 1 of each year with a final payment (the "Final Payment") to be paid as soon as practicable after the full amount of the Real Estate Tax Increment and the Sales Tax Increment attributable to the thirteenth Project Year (or the eleventh Project Year if the Special Fund is subject to eventual dissolution pursuant to Section 7(b)(v) of the Redevelopment Agreement or the tenth Project Year if the Special Fund is subject to eventual dissolution pursuant to Section 7(b)(vi) of the Redevelopment Agreement) have been deposited in the Special Fund, to the full extent monies have been deposited and are available in the Special Fund.

All payments on account of the indebtedness evidenced by the Series 1986 Note, including the Final Payment, shall be first applied to interest on the unpaid principal balance and the remainder to principal.

The aforesaid quarter-annual payments shall commence on the first quarter-annual payment date following a Request for Verification of Redevelopment Project Costs which is approved or deemed approved by the Commissioner pursuant to Section 5(a) of the Redevelopment Agreement.

Notwithstanding anything contained herein to the contrary, in the event the City dissolves the Special Fund pursuant to Section 7(b) of the Redevelopment Agreement, the obligation of the City to make payments of principal and interest under this Note shall terminate and this Note shall be null, void and of no force and effect. This Note and the obligation to pay the principal of and interest on this Note are limited obligations of the City and are payable solely from monies available in the Special Fund. This Note and the obligation to pay the principal of and interest on this Note do not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision, and shall not constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing power. In the event the principal balance and all accrued and unpaid interest on this Note are not paid in full upon the making of the Final Payment described above, the obligation to pay any remaining unpaid principal sum and accrued and unpaid interest from the Special Fund shall be extinguished and cancelled.

Principal and interest shall be paid by check mailed to the address of the person or persons entitled thereto as shown on the registration books maintained by the City Treasurer of the City on the third (3rd) day prior to the payment date, unless the City has been directed to make such payments in another manner by advance written notice given to said City Treasurer pursuant to Section 8(e) of the Redevelopment Agreement. Payments of principal and interest shall be made in such coin or currency of the United States of America as at the time of payment constitutes legal tender for the payment of public and private debts.

Whenever, under the terms of this Note, the principal and interest outstanding and unpaid become due and payable, the holder of this Note may pursue any remedies, legal or equitable, that are available to collect the unpaid balance hereof, together with interest. In any proceeding instituted to collect the unpaid balance of this Note, the prevailing party shall be entitled to recover attorneys' fees and other costs of litigation from the other party.

No delay on the part of the holder of this Note in exercising any option to demand payment shall operate as a waiver thereof or preclude the exercise thereof at any time during the continuance of a default. No extension of the maturity of this Note or the time of any payment shall affect the liability of the City and the City waives presentment for payment, protest, notice of protest and notice of non-payment of this Note or any part hereof.

All of the covenants, conditions and agreements contained in this Note shall extend to and shall be binding upon the successors and assigns of the respective parties to the extent an assignment is permitted or effective hereunder or under the Redevelopment Agreement and the proper jurisdiction for any action or proceeding hereunder shall be with the state or federal courts sitting within the State of Illinois. This Note for all purposes shall be governed by and construed in accordance with the laws of the State of Illinois.

The City Treasurer shall keep and maintain books for the registration and transfer of the Series 1986 Notes as agent of the City. This Note is transferable and assignable in whole or in part, as provided in the Redevelopment Agreement by the registered owner hereof or his duly authorized attorney at the office of the City Treasurer located at 121 North LaSalle Street, Chicago, IL, upon surrender of this Note, accompanied by a duly executed instrument of transfer in the form attached hereto and with guarantee of signature reasonably satisfactory to the City Treasurer; and upon payment by the owner hereof of any taxes or other governmental charges incident to such transfer. Upon any such transfer, a new fully registered Note or Notes of the same maturity, interest rate and in the same aggregate principal amount will be issued to the transferee or transferees. Such transfer shall not be effective until a new full registered Note (or Notes) is issued and the transfer is noted upon the books of the City Treasurer kept for that purpose. The City Treasurer shall be the Registration Agent for the City for purposes of Note registration. The person in whose name this Note is registered may be deemed the absolute owner hereof for all purposes by the City and any notice to the contrary shall not be binding upon the City. Notwithstanding anything contained in this Note, neither this Note nor any part hereof may be assigned to any person or entity which is also not the assignee of either all or part of the Redevelopment Agreement.

It Is Hereby Certified, Recited And Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of the Note does not exceed or violate any constitutional or statutory limitation.

In Witness Whereof, the City of Chicago, Illinois, has caused this Note to be executed by the Mayor, and its corporate seal to be impressed hereon, and attested by the City Clerk, all on this day of _____, 1986.

[Signature forms omitted for printing purposes.]

(Form of Assignment)

Assignment.

For Value Received the undersigned hereby sells, assigns and transfers unto _____ this Note of the City of Chicago, Illinois and does hereby irrevocably constitute and appoint _____, Attorney, to transfer this Note on the books of said City with full power of substitution in the premises.

Dated: _____

By: _____

In the presence of:

Provisions of Registration.

This Note shall be registered on the books maintained by the City Treasurer of the City of Chicago (as Registration Agent for the City of Chicago) kept for that purpose. The principal and interest on this Note shall be payable only to or upon the order of the registered holder or his legal representative, provided that this Note may never be registered in the name of "bearer".

Registration.

Date of Registration	Name of Registered Owner	Signature of Registration Agent
_____	The May Department Stores Company	_____ Treasurer, City of Chicago

AUTHORITY GRANTED FOR ALLOCATION OF MOTOR FUEL TAX FUNDS FOR NEW STREET CONSTRUCTION AT VARIOUS LOCATIONS.

The Committee on Finance submitted a report recommending that the City Council pass the proposed ordinances transmitted therewith authorizing the allocation of motor fuel tax funds for the engineering of new street construction at various locations.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance);

Motor Fuel Tax Project No. 86-06959-00-PV.

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Hundred and Sixty Thousand Dollars (\$160,000.00) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Street Construction 1986-6 M.F.T. Project No. 86-06959-00-PV, for the engineering of the following new streets:

N. Tahoma Ave.	- N. Algonquin Ave. to N. Central Ave.
N. Long Ave.	- N. Lynch Ave. to W. Catalpa Ave.
N. Long Ave.	- W. Catalpa Ave. to N. Elston Ave.
N. Nokomis Ave.	- N. Caldwell Ave. to N. Leoti Ave.
N. Larned Ave.	- N. Rogers Ave. to N. Lieb Ave.
(N. Rogers Ave.	
W. Berwyn Ave.)	- N. Larned Ave. to N. Laramie Ave.
N. Latrobe Ave.	- N. Rogers Ave. to N. Elston Ave.
N. Hiawatha Ave.	- N. Lenox Ave. to N. Legett Ave.
N. LaCrosse Ave.	- W. Foster Ave. to W. Berwyn Ave.
N. LaCrosse Ave.	- W. Gregory St. to Cul-de-Sac north approximately 330 ft.
N. Lamon Ave.	- W. Armitage Ave. to W. Dickens Ave.
W. Berwyn Ave.	- N. Laporte Ave. to N. Cicero Ave.
W. Catalpa Ave.	- N. Lotus Ave. to N. Long Ave.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated to any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax Funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

Motor Fuel Tax Project No. 86-06957-00-PV.

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of Seventy-seven Thousand Dollars (\$77,000.00) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Street Construction 1986-4 M.F.T. Project No. 86-06957-00-PV for the engineering of the following new streets:

S. Avenue N.	-	E. 114th St. to E. 113th St.
S. Avenue N	-	E. 111th St. to E. 109th St.
E. 116th St.	-	S. Avenue H to S. Avenue G
E. 109th St.	-	S. Avenue O to the east line of the north and south alley first east of S. Avenue M

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated to any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax Funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

Motor Fuel Tax Project No. 86-06958-00-PV.

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Hundred and Two Thousand Dollars (\$102,000.00) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Street Construction 1986-5 M.F.T. Project No. 86-06958-00-PV for the engineering of the following new streets:

S. Avenue N	- E. 109th St. to E. 108th St.
S. Avenue N	- E. 108th St. to E. 107th St.
S. Avenue N	- E. 107th St. to E. 106th St.
S. Avenue M	- E. 109th St. to E. 108th St.
S. Avenue M	- E. 108th St. to E. 107th St.
S. Avenue M	- E. 107th St. to E. 106th St.
E. 108th St.	- S. Avenue M to S. Avenue L

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated to any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax Funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

AUTHORITY GRANTED FOR EXECUTION OF AGREEMENT WITH
STATE OF ILLINOIS FOR 1986 INTERMITTENT
RESURFACING PROGRAM AT VARIOUS
LOCATIONS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a project agreement with the State of Illinois for the 1986 intermittent resurfacing program at various locations.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, an agreement with the State of Illinois providing for the 1986 Intermittent Resurfacing Program described therein, said agreement to be substantially in the following form:

City-State Project Agreement

1986 Intermittent Resurfacing Program

Northside

Federal Project No.: M-5000(719)

City Section No.: 86-B6001-01-IR

State Job No.: C-88-002-86

D.P.W. Job No.: B-6-001

Southside

Federal Project No.: M-5000(720)

City Section No.: 86-B6003-00-IR

State Job No.: C-88-003-86

D.P.W. Job No.: B-6-003

This Agreement, entered into this _____ day of _____, 19____, by and between the State of Illinois, acting through its Department of Transportation hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works hereinafter called the "City".

Witnesseth:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, are desirous of improving portions of various Federal-Aid Urban routes, said improvements to consist of intermittent base repair and resurfacing, including frame and grate adjustments, pavement marking, drainage corrections and sidewalk repairs where necessary; and

Whereas, on June 13, 1984, the State and the City executed a Memorandum of Understanding regarding the funding of a Five-Year Road Program in Chicago, concluding with the end of State Fiscal Year 1988, and that Memorandum provides the basis for the State funds provided for sidewalk work to be completed under this Agreement.

Whereas, no additional right-of-way is required to construct the improvements in accordance with approved plans and specifications; and

Whereas, the improvements shall be included in an Intermittent Resurfacing Program, hereinafter referred to as the "Project(s)" and described in Attachment A Northside and Attachment B Southside; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1981), as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the State and the City wish to avail themselves, where possible, of Federal-Aid Urban System funds authorized by the Surface Transportation Assistance Act of 1983 or subsequent Federal legislation for the contract construction and construction engineering/supervision of said Projects; and

Whereas, the City is proceeding with studies and engineering required for the Projects; and

Whereas, under the Federal regulations, certain written agreements for the Projects may be required.

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the construction engineering/supervision, and contract construction of the projects, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said projects.
4. Upon approval from the State, to let and award the contract for the Project, and to provide all construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the Federal, and Non-Federal (State) and State-only share of costs.
6. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 9 of this Agreement may render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such failures are corrected.

8. To retain all projects' records and to make them available for audit by State and Federal auditors during the projects' development and construction stages, and for a period of three (3) years after final acceptance of the Projects by the parties hereto.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

9. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvements in accordance with established jurisdictional authority.
10. That the Program generally consist of Intermittent Resurfacing Projects as listed in Attachment A and Attachment B.
11. That the estimated costs of the projects covered and described by this Agreement are:

Northside

M-5000(719)

Contract Construction	\$3,000,000
Construction Engineering/Supervision	<u>\$300,000</u>
TOTAL:	\$3,300,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Federal-Aid Urban System projects, the proportional participation for the Northside Intermittent Resurfacing project will be:

Federal-Aid Share (FAU) (75.18% of \$2,970,000)	\$2,232,846
Non-Federal Share (State) (24.82% of \$2,970,000)	\$737,154
State-Only (Sidewalk Work)	<u>\$330,000</u>
TOTAL:	\$3,300,000

and that based upon said ratio, State matching participation for the Northside Intermittent Resurfacing Project (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$737,154 with any matching share required in excess of that amount to be provided by the City, or by Amendment to this Agreement. The State will also provide 100% of the funds required for sidewalk work associated with this project up to a maximum of \$330,000 with any sidewalk

funds required in excess of that amount to be provided by the City or by Amendment to this Agreement.

Southside

M-5000(720)

Contract Construction	\$4,800,000
Construction Engineering/Supervision	<u>\$480,000</u>
TOTAL:	\$5,280,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Federal-Aid Urban System projects, the proportional participation for the Southside Intermittent Resurfacing project will be:

Federal-Aid Share (FAU) (75.18% of \$4,840,000)	\$3,638,712
Non-Federal Share (State) (24.82% of \$4,840,000)	\$1,201,288
State-Only (Sidewalk Work)	<u>\$440,000</u>
TOTAL:	\$5,280,000

and based upon said ratio, State matching participation for the Southside Intermittent Resurfacing Project (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$1,201,288 with any matching share required in excess of that amount to be provided by the City, or by Amendment to this Agreement. The State will also provide 100% of the funds required for sidewalk work associated with this project up to a maximum of \$440,000 with any sidewalk funds required in excess of that amount to be provided by the City or by Amendment to this Agreement.

12. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of these Projects are superceded by this Agreement.
13. That standard Federal-Aid procedures and requirements shall apply to all phases of these projects.
14. That the City shall be responsible for 100% of the cost of any work not eligible for Federal or State participation.
15. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the

Illinois Department of Transportation, as long as such revisions do not increase the total cost of the projects as stated in Paragraph 11.

16. That this Agreement and the covenants contained herein shall be void *ab initio* in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by July 1, 1989.
17. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

In Witness Whereof, the City and State have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this agreement read as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

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

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

Attachments A and B attached to this ordinance read as follows:

Attachment A.

Intermittent Resurfacing Program - (86) North Area.

DPW Project No. B-6-001.

	Street	FAU No.	Limits	Width (Ft.)	Miles
1.	Austin Ave.	2970	Dakin St. to Melrose St.	40	.9
2.	Bryn Mawr Ave.	1350	Central Ave. to Elston Ave.	42	.2
3.	Franklin St.	2890	Van Buren St. to Wacker Dr.	52	.7
4.	Kimball Ave.	2832	Lincoln Ave. to Peterson Ave.	40.5	.3
5.	Larrabee St.	2882	Clybourn Ave. to North Ave.	50	.3
6.	Madison St.	1419	Homan Ave. to California Ave.	48	.8
7.	Milwaukee Ave.	3513	Kinzie St. to Willard Ct.	50	.9
8.	Milwaukee Ave.	3513	Montrose Ave. to Lawrence Ave.	42	.6
9.	Racine Ave.	2869	Belmont Ave. to Diversey Ave.	40	.5
10.	Sacramento Ave.	2833	Elston Ave. to Fullerton Ave.	42	1.2
11.	Washington St.	1414	Wacker Dr. to Michigan Ave.	48	.7
12.	Jackson Dr.	1422	200 E. (Structure) -- Lake Shore Dr.	48-70	.2
					7.3 miles

Note:

For All Streets, Remove Full
Width of Existing Bituminous
Concrete Surface.

Attachment B.

Intermittent Resurfacing Program - (86) South Area.

DPW Project No. 3-6-003.

	Street	FAU No.	Limits	Width (Ft.)	Miles
2.	Central Park Ave.	2821	Roosevelt Rd. to Polk St.	42-66	.3
3.	Damen Ave.	2848	74th St. to 79th St.	43-50	.6
4.	Homan Ave.	2832	Roosevelt Rd. to Polk St.	44-66	.25
5.	Loomis St.	2861	74th St. to 79th St.	42	.6
6.	Michigan Ave.	2957	119th St. to 127th St.	43	1.0
7.	Stony Island Ave.	2929	56th St. to 60th St.	50	.5
8.	26th Street	1459	Rockwell St. to California Ave.	46	.25
9.	43rd Street	1483	Western Ave. to Ashland Ave.	44	1.0
10.	59th Street	1513	Cicero Ave. to Pulaski Rd.	42	1.0
11.	59th Street	1513	Prairie Ave. to Wentworth Ave.	42-50	.6
12.	74th Street	1540	Racine Ave. to Damen Ave.	42-44	1.0
13.	75th Street	1540	Stony Island Ave. to Jeffery Ave.	50	.5
14.	79th Street	1548	Racine Ave. to Halsted St.	42	.5
15.	83rd Street	1553	Vincennes Ave. to Perry Ave.	42-50	.5
16.	99th Street	1567	Longwood Dr. to Claremont Ave.	50	.6
17.	107th Street	1580	Halsted St. to 400 West	52	.5
18.	107th Street	1580	Wentworth Ave. to Michigan Ave.	32-52	.4
				<u>10.1M</u>	

Note:

For All Streets. Remove Full
Width of Existing Bituminous
Concrete Surface.

AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS,
LICENSE FEE EXEMPTIONS AND REFUND OF FEE
FOR CERTAIN CHARITABLE, EDUCATIONAL
AND RELIGIOUS INSTITUTIONS.

The Committee on Finance to which had been referred (March 29, July 29, and October 6, 1986) sundry proposed ordinances and order transmitted therewith to authorize the issuance of free permit, license fee exemptions and refund of fee for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances and order.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

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

FREE PERMITS.

*LaRabida Children's Hospital and
Research Center.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to LaRabida Children's Hospital and Research Center, East 65th Street at Lake Michigan, for electrical work on the premises known as East 65th Street at Lake Michigan.

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

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

Rush-Presbyterian-St. Luke's Medical Center.

WHEREAS, Rush-Presbyterian-St. Luke's Medical Center, an Illinois not-for-profit corporation, has in the past and continues to provide outstanding health care services to the citizens of Chicago; and

WHEREAS, Rush-Presbyterian-St. Luke's Medical Center, is nationally renowned for its medical training facilities; and

WHEREAS, Rush-Presbyterian-St. Luke's Medical Center employs over 6,300 persons, most of whom are Chicago residents, with an annual budget in excess of \$300,000,000; and

WHEREAS, Rush-Presbyterian-St. Luke's Medical Center has expended over \$100,000,000 in the last decade in the expansion and rehabilitation of its physical facilities; and

WHEREAS, Historically, charitable, religious, and educational institutions not conducted for private gain or profit have been exempt from the payment of City fees associated with, but not limited to, building permits, inspections, permits, licenses, warrants for collection and water rates by orders and ordinances adopted by the City Council of Chicago, executive orders and pursuant to various provisions of the Municipal Code of Chicago; and

WHEREAS, Due to the size and scope of its activities, Rush-Presbyterian-St. Luke's Medical Center incurs numerous City fees associated with, but not limited to, building permits, inspections, permits, licenses, warrants for collection and water rates from which it is exempt under the aforementioned orders, ordinances and provisions of the Municipal Code of Chicago; and

WHEREAS, Rush-Presbyterian-St. Luke's Medical Center is required to submit to the City Council individual orders for each City fee to which it is entitled to an exemption; and

WHEREAS, There is a significant cost and expenditure of time incurred by Rush-Presbyterian-St. Luke's Medical Center and the City in processing individual City Council orders exempting the payment of each City fee and the processing of refund checks when a City Council order is not approved prior to the date payment is due and Rush-Presbyterian-St. Luke's Medical Center is required to pay the City fee; and

WHEREAS, Rush-Presbyterian-St. Luke's Medical Center is uniquely located in the Medical Center District, which district was created by "An Act in relation to the

establishment of the Medical District in the City of Chicago, and for the control and management thereof," approved June 4, 1941, as amended, Illinois Revised Statutes (1983), Chapter 111 1/2, Section 5001, *et seq.* (the "Act"); and

WHEREAS, The State of Illinois Medical Center Commission was created by the Act for the purpose of managing and operating the Illinois Medical Center District pursuant to the Act; and

WHEREAS, The State of Illinois Medical Center Commission has passed a resolution recommending that the City Council exempt Rush-Presbyterian-St. Luke's Medical Center from the payment of City fees as provided for in this ordinance: now, therefore,

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

SECTION 1. That Rush-Presbyterian-St. Luke's Medical Center, as an Illinois not-for-profit corporation engaged in medical, educational and related activities, shall be exempt for the calendar year 1987 from the payment of all City fees including, but not limited to, fees associated with building permits, inspection permits, licenses, warrants for collection and water rates to which it is entitled to an exemption pursuant to previously adopted City Council orders and ordinances, executive orders and provisions of the Municipal Code of Chicago, which exempt charities, religious or educational institutions not conducted for private gain or profit.

SECTION 2. That Rush-Presbyterian-St. Luke's Medical Center shall be entitled to refunds for any City imposed fees which it may inadvertently or erroneously pay and to which it is exempt pursuant to Section 1 of this ordinance without the need for an additional City Council ordinance or order.

SECTION 3. That the Commissioner of Inspectional Services, the Commissioner of Streets and Sanitation, the Commissioner of Public Works, the Commissioner of Consumer Services and the Commissioners of all other City departments are hereby directed to issue all necessary permits and licenses and provide other City services as described in Section 1 of this ordinance, free of charge, to Rush-Presbyterian-St. Luke's Medical Center; provided, however, that Rush-Presbyterian-St. Luke's Medical Center shall remain an Illinois not-for-profit corporation engaged in medical, educational and related activities.

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

Saint Adalbert Church.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of

charge, notwithstanding other ordinances of the City to the contrary, to the Catholic Archdiocese/Saint Adalbert Church, for renovation of an existing structure and the installation of a canopy over the sidewalk on the premises known as 1650 West 17th Street.

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

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

LICENSE FEE EXEMPTIONS.

Dispensaries.

Erie Teen Health Center.

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Erie Teen Health Center, 1303 North Ashland Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 118-4, for the year 1986.

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

Erie Senior Health Center.

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Erie Senior Health Center, 838 North Noble Street, is hereby exempted from payment of the annual license fee provided therefor in Section 118-4, for the year 1986.

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

Saint Bernard Hospital.

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

SECTION 1. Pursuant to Section 130-15 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Saint Bernard

Hospital, 64th Street and the Dan Ryan Expressway, is hereby exempted from payment of the annual Food Dispenser (Retail) license fee provided therefor, for the year 1986.

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

REFUND OF FEE.

LaRabida Children's Hospital.

Ordered, That the City Comptroller is hereby authorized and directed to refund Electrical Permit No. 708579 fee, in the amount of \$30.00, to Ill. J. Livingston Company, 850 Lee Street, Elk Grove, Illinois 60007, for electrical work performed at LaRabida Children's Hospital and Research Center, East 65th Street at Lake Michigan.

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

The Committee on Finance to which has been referred on October 6, 1986, sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

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

Name and Address	Warrant No. and Type of Inspection	Amount
Catholic Theological Union	B1-610458	\$34.50
5401 South Cornell Avenue	B1-612137 (Bldg.)	57.50
Christian Evangelical Church	B1-616538	46.00
2435 West Division Street	(Bldg.)	
Copernicus Civic Center	A1-600451	30.00
5216 West Lawrence Avenue	A1-606732 (Elev.)	30.00

Name and Address	Warrant No. and Type of Inspection	Amount
McCormick Theological Seminary 1400 East 57th Street	A1-511459 (Elev.)	\$30.00
Misericordia North 6300 North Ridge Avenue	A1-606980 A1-600104 (Elev.)	180.00 180.00
Mundelein College/Wright Hall 1025 North Sheridan Road	A1-600611 (Elev.)	96.00
New Light Drug Abuse Center 2519 West North Avenue	B1-613501 (Bldg.)	23.00
Quigley Preparatory Seminary 103 East Chestnut Street	A1-605500 (Elev.)	30.00
Resurrection Sisters Convent 7432 West Talcott Avenue	A1-600344 (Elev.)	180.00
St. Joseph Home for the Aged 2650 North Ridgeway Avenue	A1-602823 (Elev.)	180.00
St. Mary's Square Living Center of Chicago, Inc. 7270 South Shore Drive	B1-610212 (Bldg.)	46.00

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Carter, Langford, Streefer, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

AUTHORITY GRANTED FOR PAYMENTS OF HOSPITAL, MEDICAL
AND NURSING SERVICES RENDERED CERTAIN INJURED
MEMBERS OF POLICE AND FIRE DEPARTMENTS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments for hospital, medical and nursing services rendered certain injured members of the Police and Fire Departments.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schullter, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said order as passed:

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

[Regular Orders printed on pages 35085 through 35089 of this Journal.]
and

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

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

[Third Party Order printed on pages 35090 through 35091 of this Journal.]

Action Deferred -- APPOINTMENT OF FRANCES KAHN ZEMANS
AS MEMBER OF BOARD OF MUNICIPAL INVESTIGATION.

The Committee on Finance submitted the following report, which was, on motion Alderman Bloom and Alderman Orr, *Deferred* and ordered published:

CHICAGO, October 27, 1986.

To the President and Members of the City Council:

Your Committee on Finance to which was submitted a communication concerning the appointment of Frances Kahn Zemans as a member of the Board of Municipal Investigation for a term ending April 12, 1988, having had the same under advisement, begs leave to report and recommend that Your Honorable Body approve the proposed communication transmitted herewith.

This recommendation was concurred in by 16 members of the committee with 3 dissenting votes.

Very truly yours,
(Signed) EDWARD M. BURKE,
Chairman.

Placed on File -- REPORT OF SETTLEMENTS OF SUITS AGAINST
CITY DURING MONTH OF MAY, 1986.

The Committee on Finance submitted a report recommending that the City Council place on file a communication from the Department of Law concerning matters in which cases were settled and/or judgments entered for the month of May, 1986.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said communication and report were *Placed on File*.

Continued on page 35092)

10/27/86

REPORTS OF COMMITTEES

35085

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/27/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ANTHONY J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/01/86	40.00
ANGILO J	POLICE OFFICER	SEVENTH DISTRICT	6/14/86	100.00
AUBREY	POLICE OFFICER	FOURTEENTH DISTRICT	6/14/86	226.25
BALO	POLICE OFFICER	ELEVENTH DISTRICT	4/26/86	401.00
BARNES	POLICE OFFICER	FIFTEENTH DISTRICT	6/15/86	212.00
BARTOLU	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/27/86	87.35
BATTALIA	POLICE OFFICER	RECRUIT TRAINING	4/02/86	25.00
BENDEL	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	6/21/86	145.50
BOSKY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/30/84	6565.85
BRADY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/15/86	343.00
BRETT	POLICE OFFICER	FIFTH DISTRICT	12/28/85	361.00
BURNANT	POLICE OFFICER	YOUTH DIVISION AREA SIX	5/12/86	64.00
BUTZIN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/22/86	95.00
CAHILLAN	POLICE OFFICER	FOURTEENTH DISTRICT	6/26/86	92.00
CAMPION	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/21/86	148.50
CAPELLO	POLICE OFFICER	FOURTEENTH DISTRICT	6/22/86	47.00
CASTANEDA	POLICE OFFICER	NINTH DISTRICT	4/26/86	1320.00
CASTAGNETA	POLICE OFFICER	NINTH DISTRICT	5/30/86	121.34
CELOVSKY	POLICE OFFICER	NINTH DISTRICT	6/05/86	179.94
CHUDY	POLICE OFFICER	SIXTH DISTRICT	3/20/86	590.08
CLARK	POLICE OFFICER	FOURTH DISTRICT	6/16/86	567.20
CLEMONS	POLICE OFFICER	EIGHTEENTH DISTRICT	6/10/86	138.10
COUGHLIN	POLICE OFFICER	TRAINING DIVISION	6/10/86	183.00
CUSHING	POLICE OFFICER	NINTH DISTRICT	6/28/86	196.00
DARUL	POLICE OFFICER	FIFTEENTH DISTRICT	5/15/86	696.00
DECARLO	POLICE OFFICER	NINETEENTH DISTRICT	6/26/86	105.75
DEPASS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/01/86	83.95
DIJONENICO	POLICE OFFICER	FIRST DISTRICT	9/12/85	345.00
DIEMETHAL	POLICE OFFICER	FOURTH DISTRICT	4/15/86	625.00
DIEKRICHT	POLICE OFFICER	TWENTIETH DISTRICT	6/29/86	533.34
DONDUE	POLICE OFFICER	THIRTEENTH DISTRICT	3/18/86	199.00
DORRAN	SERGEANT	TWELFTH DISTRICT	1/13/84	653.00
EIKRENTROM	POLICE OFFICER	EIGHTH DISTRICT	5/30/86	312.00
ELIAS	POLICE OFFICER	SEVENTH DISTRICT	6/03/86	79.00
ELLERSON	POLICE OFFICER	SEVENTH DISTRICT	3/28/86	30.00
EVANS	POLICE OFFICER	SEVENTH DISTRICT	5/19/86	130.00
FAUST	POLICE OFFICER	FOURTH DISTRICT	6/21/86	402.00
FERRY	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	5/16/86	345.00
FRITZ	POLICE OFFICER	NEIGHBORHOOD RELATIONS DIVISIO	6/28/86	189.00
GASS	POLICE OFFICER	EIGHTEENTH DISTRICT	5/22/86	63.25
GENTILE	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/11/86	467.00
GONZALEZ	POLICE OFFICER	ELEVENTH DISTRICT	5/27/86	244.50
GORNIAK	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/04/86	370.00
GRIGUS	POLICE OFFICER	MOUNTED UNIT	6/15/86	456.00
HANLEY	POLICE OFFICER	NINTH DISTRICT	6/28/86	224.00
HART	POLICE OFFICER	THIRD DISTRICT	6/22/86	160.00
HARTIGAN	POLICE OFFICER	ELEVENTH DISTRICT	5/04/86	1152.50
HATTENBERGER	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/27/86	143.25
	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/23/86	102.55

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/27/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INURED	VOUCHER TOTAL
DEUEL	POLICE OFFICER	NINETEENTH DISTRICT	6/26/86	264.00
DENELTON	POLICE OFFICER	EIGHTH DISTRICT	6/18/86	377.50
DENLEY	POLICE OFFICER	SEVENTH DISTRICT	5/16/86	107.35
DICKNEY	POLICE OFFICER	ELEVENTH DISTRICT	5/25/86	296.00
JABLONSKI	POLICE OFFICER	FIFTEENTH DISTRICT	5/04/86	83.20
JAKUBSZ	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	6/02/86	208.00
JARNSON	POLICE OFFICER	SIXTEENTH DISTRICT	11/15/85	4547.53
JARNSON	POLICE OFFICER	FIFTEENTH DISTRICT	5/09/86	224.15
KARCZEWSKI	POLICE OFFICER	SEVENTH DISTRICT	5/29/86	136.00
KATALINIC	POLICE OFFICER	FIRST DISTRICT	5/17/86	557.70
KLEIDON	POLICE OFFICER	FOURTH DISTRICT	5/10/86	188.00
KLICHOENKI	POLICE OFFICER	TWELFTH DISTRICT	7/13/85	50.00
KOCUNIS	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/30/86	308.10
KORONKIEWICZ	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	1/25/85	45.00
KRUSZYNSKI	POLICE OFFICER	RECRUIT TRAINING	5/02/86	292.80
KURNAT	POLICE OFFICER	SIXTEENTH DISTRICT	11/24/84	2789.89
KURAWSKI	POLICE OFFICER	ELEVENTH DISTRICT	5/14/86	225.05
KWASIAN	POLICE OFFICER	SEVENTH DISTRICT	5/29/86	481.00
LANNING	POLICE OFFICER	SIXTEENTH DISTRICT	5/30/86	713.00
LARGENT	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/13/86	286.00
LARSON	POLICE OFFICER	FIRST DISTRICT	5/28/86	130.50
LEGITTIMO	POLICE OFFICER	THIRTEENTH DISTRICT	11/20/85	335.49
LEWANDOWSKI	POLICE OFFICER	CHARGE LAW ENFORCEMENT	4/14/86	236.75
LONBARD	POLICE OFFICER	FOURTH DISTRICT	6/21/86	129.00
LONBARD	POLICE OFFICER	SEVENTH DISTRICT	6/29/86	97.00
LONBARD	POLICE OFFICER	EIGHTEENTH DISTRICT	7/04/85	115.00
LONBARD	POLICE OFFICER	SIXTH DISTRICT	6/30/86	342.50
LONBARD	POLICE OFFICER	SEVENTH DISTRICT	5/10/86	83.50
LONBARD	POLICE OFFICER	SEVENTH DISTRICT	5/26/86	57.00
LONBARD	POLICE OFFICER	EIGHTH DISTRICT	5/08/86	156.00
LONBARD	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/11/86	21430.45
LONBARD	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	5/10/86	206.29
LONBARD	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	5/23/86	144.50
LONBARD	POLICE OFFICER	YOUTH DIVISION AREA ONE	1/11/86	64.00
LONBARD	POLICE OFFICER	FOURTEENTH DISTRICT	5/09/86	162.00
LONBARD	POLICE OFFICER	YOUTH DIVISION AREA THREE	5/15/86	185.00
LONBARD	POLICE OFFICER	SECOND DISTRICT	5/30/86	96.00
LONBARD	POLICE OFFICER	FIFTEENTH DISTRICT	5/11/86	112.83
LONBARD	POLICE OFFICER	SEVENTH DISTRICT	5/19/86	83.50
LONBARD	POLICE OFFICER	SEVENTH DISTRICT	5/23/86	811.00
LONBARD	POLICE OFFICER	EIGHTEENTH DISTRICT	6/27/86	817.00
LONBARD	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/27/86	44.00
LONBARD	POLICE OFFICER	FIFTH DISTRICT	5/13/86	296.00
LONBARD	POLICE OFFICER	RECRUIT TRAINING	5/14/86	186.00
LONBARD	POLICE OFFICER	SIXTH DISTRICT	2/27/86	98.20
LONBARD	POLICE OFFICER	EIGHTEENTH DISTRICT	5/30/86	248.30
LONBARD	POLICE OFFICER	FIFTEENTH DISTRICT	11/14/85	167.00
LONBARD	POLICE OFFICER	TWENTIFTH DISTRICT	5/26/86	229.25
LONBARD	POLICE OFFICER	NINETEENTH DISTRICT	3/30/86	3136.25

10/27/86

REPORTS OF COMMITTEES

35087

CITY OF CINCINNATI

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/27/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INCHD	VOUCHER TOTAL
HARRISSET	JOHN	POLICE OFFICER	20/05/86	51.00
MUTZNY	THOMAS J	POLICE OFFICER	5/02/86	96.50
MUNYON	THOMAS	POLICE OFFICER	3/24/86	1487.50
MURPHY	JAMICE	POLICE OFFICER	3/16/86	32.00
MURKIN	JAMES JR	POLICE OFFICER	6/27/86	67.10
OKERTEN	KATHERINE M	POLICE OFFICER	5/27/86	193.00
OKONNOR	DANIEL R	POLICE OFFICER	3/18/86	52.00
OKONNOR	THOMAS	POLICE OFFICER	6/17/86	161.00
ODEA	KEVIN J	POLICE OFFICER	6/15/86	52.50
OLSON	DENNIS	POLICE OFFICER	2/24/86	641.00
OLSON	JACK	POLICE OFFICER	5/08/86	175.95
ONEILL	DONALD	POLICE OFFICER	5/17/86	361.75
ORTIZ	HECTOR	POLICE OFFICER	5/25/86	265.25
OKYAN	JOHN	POLICE OFFICER	5/15/86	184.00
PAWALLA	MARTIN	POLICE OFFICER	6/29/86	178.00
PARROW	MITCHELL H	POLICE OFFICER	6/21/86	64.80
PATTEN	CARL	POLICE OFFICER	5/15/86	113.00
PATTEN	MICHAEL A	POLICE OFFICER	5/07/86	188.50
PEDERSEN	JOSEPH R	POLICE OFFICER	5/27/86	46.00
PERKINS	BERNARD	POLICE OFFICER	5/24/86	2656.20
PETERZAK	RICHARD	POLICE OFFICER	5/26/86	25.00
PILORSKI	RANDY J	POLICE OFFICER	6/03/86	84.10
PISANO	JAMES J	POLICE OFFICER	11/27/85	1103.90
POCIASK	ANTHONY G	POLICE OFFICER	6/01/86	178.00
FORADZISZ	DAVID J	POLICE OFFICER	6/16/86	65.50
POSUSZNY JR	JOHN S	POLICE OFFICER	5/23/86	167.50
POWELL	CENTERIA	POLICE OFFICER	5/24/86	167.25
PRICE	ROROTHY J	POLICE OFFICER	6/27/86	232.00
FRONOP	MICHAEL	POLICE OFFICER	5/03/86	161.50
PRODULIFAC	MICHAEL	POLICE OFFICER	5/27/86	292.50
FROMICZ	DENNIS L	POLICE OFFICER	5/13/86	93.00
PIAK	THOMAS	POLICE OFFICER	6/02/86	135.50
QUINN	BERNARD	POLICE OFFICER	8/03/85	587.00
RAIDUCHA	ADELINA M	POLICE OFFICER	5/12/86	118.00
RAMTIL	RAYMOND W	POLICE OFFICER	6/15/86	677.00
REYES	ROGER	POLICE OFFICER	4/06/82	25.89
RICHTER	BERNARD	POLICE OFFICER	4/04/86	2303.04
RIORDAN	MICHAEL A	POLICE OFFICER	5/04/86	101.40
ROBERTS JR	PERRY	POLICE OFFICER	5/03/86	413.10
ROBERTSON	FREDRIC L	POLICE OFFICER	5/09/86	102.00
ROTHUSON	RONALD	POLICE OFFICER	5/04/86	171.00
ROGALSKI	JERRY J	POLICE OFFICER	5/21/86	170.00
ROKOS	RONALD	POLICE OFFICER	5/19/86	218.40
ROMANUK	MELVIN	POLICE OFFICER	6/21/86	108.00
ROMANUK	ALEXANDER	POLICE OFFICER	2/24/86	715.00
ROSARIO	JESSIE A	POLICE OFFICER	5/24/86	74.00
ROSAS	DANIEL J	POLICE OFFICER	5/01/86	226.00
ROSLAK	GLENN H	POLICE OFFICER	5/27/86	56.50
RUSSI	JOHN	POLICE OFFICER	5/15/86	70.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/27/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
RUCCI	DAVID J	POLICE OFFICER	20/27/86	47.00
RYAN	WILLIAM F	POLICE OFFICER	12/27/85	50.00
SANBORN	ERIC	POLICE OFFICER	5/07/86	85.00
SANTORO	JOSEPH J	POLICE OFFICER	5/18/86	122.50
SCHMIDT	DAVID F	POLICE OFFICER	5/19/86	248.00
SCOTT	FREDERICK F	POLICE OFFICER	10/20/85	6532.75
SHAEK	ROSEMARY	POLICE OFFICER	5/11/86	88.00
SIMPSON	THELMA J	POLICE OFFICER	5/19/86	50.00
SPIEGEL	ROBERT J	POLICE OFFICER	2/26/86	25.00
SPILA	GEORGE A	POLICE OFFICER	6/21/86	427.50
SPRATTE	JAMES R	POLICE OFFICER	6/28/86	128.00
STAGSH	ROBERT H	POLICE OFFICER	6/27/86	121.72
STEWART	FRED L	POLICE OFFICER	3/06/86	66.00
STRUBKA	GARY E	POLICE OFFICER	6/21/86	96.00
STUBBS	CALVIN	POLICE OFFICER	5/24/86	693.00
STURM	CHARLES V	POLICE OFFICER	6/04/86	92.30
SULLIVAN	DANIEL J	POLICE OFFICER	5/09/86	199.00
SULLIVAN	JOHN L	POLICE OFFICER	5/18/86	424.75
TANABIC	JOSEPH J	POLICE OFFICER	8/20/85	19.00
TARSEY	THOMAS F	POLICE OFFICER	6/16/86	163.00
TAYLOR	JAMES R	POLICE OFFICER	5/02/86	167.50
THORNTON	FRANK J	POLICE OFFICER	5/29/86	95.50
URBANIAK	ANTHONY	POLICE OFFICER	5/01/86	40.00
VALLES	IRMA	POLICE OFFICER	6/20/86	163.00
VALLES	JESSE S	POLICE OFFICER	6/11/86	113.00
VERGRUYSE	DALE R	POLICE OFFICER	7/24/85	88.00
VETROVEC	DONALD	POLICE OFFICER	5/25/86	109.00
VOIGHT	WILLIAM M	POLICE OFFICER	5/31/86	327.50
WADE	THOMAS C JR	POLICE OFFICER	5/07/86	184.00
WALLACE JR	EDDIE	POLICE OFFICER	5/25/86	222.50
WASHINGTON	JAMES H	POLICE OFFICER	2/27/86	18.50
WHEAT	FRED	POLICE OFFICER	5/14/86	934.00
WIELGUS	ROBERTA M	POLICE OFFICER	2/24/86	545.50
WIKSTEN	JOHN L	POLICE OFFICER	1/21/86	10846.02
WILLIAMS	RONALD A	POLICE OFFICER	3/22/86	39.00
WIRANSKI	JOHN	PARAMEDIC	12/21/85	154.00
BAHWELL	JOHN	FIREFIGHTER	1/10/86	221.00
BIXTER	DERRIS	PARAMEDIC	11/01/85	61.50
BOYLE	JOHN T	LIEUTENANT	7/14/85	117.00
BRIGHT	STEPHEN	FIREFIGHTER	10/30/85	419.00
BRUZ	GEORGE F	PARAMEDIC	10/12/85	80.00
CURTINCHAM	THOMAS	FIREFIGHTER	3/04/86	375.00
DALTON	THOMAS	FIREFIGHTER	9/13/79	85.00
DELENTON	IRVING	FIREFIGHTER	12/05/85	34.00
HAILEY	ROBERT	FIREFIGHTER	8/31/81	235.00
HELISSA	FRANK	PARAMEDIC	8/03/85	238.05
DIJAZ	ROBERT	LIEUTENANT	1/26/86	133.75
HOW	DAVID	PARAMEDIC	1/12/86	85.90
EVERSLEY	DAROLD	FIREFIGHTER	3/26/86	161.74

10/27/86

REPORTS OF COMMITTEES

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C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/27/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
FLOVERDA	FIREFIGHTER	TRUCK 44	12/18/85	40.00
FLEISCHACKER	FIREFIGHTER	ENGINE COMPANY 124	2/03/86	34.75
FULEY	FIREFIGHTER	ENGINE COMPANY 38	9/05/85	127.56
FRIEDUSS	PARAMEDIC	AMBULANCE 14	3/24/86	321.50
GARTH	PARAMEDIC	AMBULANCE 37	1/25/86	227.65
GRIFFIN	FIREFIGHTER	ENGINE COMPANY 95	12/24/85	151.00
HARRINGTON	PARAMEDIC	BATTALION 2	4/06/85	524.00
HATFIELD	FIREFIGHTER	TRUCK 19	4/12/86	264.00
HUNTER	FIREFIGHTER	ENGINE COMPANY 16	11/13/85	203.50
HUNTER	FIREFIGHTER	ENGINE COMPANY 107	9/17/85	35.00
KNUTT	PARAMEDIC	DISTRICT RELIEF 5	7/17/85	50.00
KOENIG	ENGINEER	DISTRICT RELIEF 2	5/05/72	255.00
LASCO	FIREFIGHTER	TRUCK 58	2/01/85	4224.04
MANNHAM	FIREFIGHTER	ENGINE COMPANY 1/42	4/13/86	900.50
MENAGARA	FIREFIGHTER	ENGINE COMPANY 1/42	3/20/71	1764.00
MURPHY	FIREFIGHTER	DISTRICT RELIEF 6	4/29/85	315.00
NEWTON	FIREFIGHTER	ENGINE COMPANY 20	4/23/86	441.00
ORDIKOVITZ	LIEUTENANT	ENGINE COMPANY 34	9/30/85	30.00
ORTSCOLL	FIREFIGHTER	TRUCK 14	7/23/85	237.50
RODUS	FIREFIGHTER	TRUCK 27	5/30/86	216.90
RINALDI	FIREFIGHTER	ENGINE COMPANY 55	4/18/85	310.00
RUSSELL	FIREFIGHTER	ENGINE COMPANY 73	2/11/86	75.00
RYAN	FIREFIGHTER	TRUCK 48	1/05/86	485.75
RYAN	LIEUTENANT	TRUCK 61	10/01/84	316.60
SALTH	FIREFIGHTER	TRUCK 3	8/04/85	9950.43
STEWART	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85	49893.36
TAYLOR	PARAMEDIC	DISTRICT RELIEF 6	9/14/85	198.40
THOMPSON	FIREFIGHTER	TRUCK 24	12/28/85	202.00
TICHELAR	FIREFIGHTER	TRUCK 7	8/14/80	536.00
ULANSKI	FIREFIGHTER	ENGINE COMPANY 96	11/03/85	929.50
WADE	PARAMEDIC	AMBULANCE 41	11/24/85	515.00
WALKER	FIREFIGHTER	TRUCK 60	4/29/86	279.00
WALKER	FIREFIGHTER	TRUCK 33	11/03/80	70.00
WEXLER	PARAMEDIC	DISTRICT RELIEF 5	1/28/86	242.42

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/27/86

HITRO PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
WYSE, J	POLICE OFFICER	TENTH DISTRICT	2/02/86	60431.88
JOSE, J	POLICE OFFICER	FOURTEENTH DISTRICT	6/06/86	407.50
MICHAEL, J	POLICE OFFICER	THIRTEENTH DISTRICT	6/10/86	307.80
JOSEPH, J	POLICE OFFICER	TENTH DISTRICT	10/06/85	677.50
OZIE, J	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVIS	3/31/86	352.50
CLARK, JR	POLICE OFFICER	ELEVENTH DISTRICT	5/19/86	411.00
CONLEY, J	POLICE OFFICER	TWENTIEH DISTRICT	2/18/86	309.00
JOHAN, J	POLICE OFFICER	OHARE LAW ENFORCEMENT	5/02/86	157.25
GAINES, J	POLICE OFFICER	SEVENTH DISTRICT	2/23/86	147.00
GOFFRON, J	POLICE OFFICER	OHARE LAW ENFORCEMENT	10/23/83	506.00
GUERRE, J	POLICE OFFICER	TENTH DISTRICT	5/02/86	183.50
GUTFRE, J	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/07/86	158.00
HANSEN, J	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/23/86	322.25
HAYNES, J	POLICE OFFICER	SEVENTH DISTRICT	6/10/86	332.50
HELDON, J	POLICE OFFICER	THIRD DISTRICT	5/12/86	184.00
HENDERSON, J	POLICE OFFICER	YOUTH DIVISION AREA ONE	5/11/86	205.10
HOLEC, J	POLICE OFFICER	THIRTEENTH DISTRICT	5/18/86	160.89
HUBBARD, J	POLICE OFFICER	POLICE DOCUMENT SERVICES SECTI	4/27/86	328.00
JOHNSON, J	POLICE OFFICER	INTELLIGENCE SECTION	3/20/86	87.50
KENOE, J	POLICE OFFICER	OHARE LAW ENFORCEMENT	5/12/86	161.00
KENNEDY, J	POLICE OFFICER	SEVENTEENTH DISTRICT	5/19/85	108.00
KERO, J	POLICE OFFICER	THIRTEENTH DISTRICT	6/02/86	123.25
KROMIAS, J	POLICE OFFICER	EIGHTEENTH DISTRICT	3/05/86	342.10
KUNZ, J	POLICE OFFICER	NINTH DISTRICT	5/16/86	261.00
LEAHY, J	POLICE OFFICER	SIXTEENTH DISTRICT	3/19/85	154.75
LEFRINCE, J	POLICE OFFICER	FIFTH DISTRICT	5/14/86	397.00
LIACE, J	POLICE OFFICER	EIGHTH DISTRICT	6/04/86	230.00
LUFF, J	POLICE OFFICER	ELEVENTH DISTRICT	9/05/85	235.00
MAZUR, J	POLICE OFFICER	THIRTEENTH DISTRICT	6/23/86	7620.38
MEDICI, J	POLICE OFFICER	SECOND DISTRICT	4/13/86	96.00
MERRIAM, J	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/21/86	745.88
MOORE, J	POLICE OFFICER	CANINE UNIT	5/09/86	131.00
MURPHY, J	POLICE OFFICER	EIGHTH DISTRICT	9/22/85	30.00
MURPHY, J	POLICE OFFICER	INTERSECTION CONTROL UNIT	10/29/85	135.00
MURPHY, J	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	6/03/86	234.00
OVERMALLER, J	POLICE OFFICER	EIGHTH DISTRICT	12/15/85	59.00
OGAR, J	POLICE OFFICER	NINETEENTH DISTRICT	11/25/84	30411.00
OVERTON, J	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	6/20/86	466.00
PALARINO, J	POLICE OFFICER	FOURTEENTH DISTRICT	6/08/86	65.00
PATRICK, J	POLICE OFFICER	ELEVENTH DISTRICT	5/18/86	235.50
FEUERSEN, J	POLICE OFFICER	SEVENTH DISTRICT	10/25/82	462.00
PIERCE, J	POLICE OFFICER	AUTO THEFT SECTION	5/30/86	85.00
FOLK, J	POLICE OFFICER	THIRTEENTH DISTRICT	5/18/86	153.00
REYES, J	POLICE OFFICER	FIFTEENTH DISTRICT	12/20/85	789.85
RIVERO, J	POLICE OFFICER	TWENTIEH DISTRICT	1/26/85	1993.50
SMITH, J	POLICE OFFICER	ELEVENTH DISTRICT	6/14/86	167.00
SMITH, J	POLICE OFFICER	NINTH DISTRICT	4/15/86	78.00
SMITH, J	POLICE OFFICER	FOURTEENTH DISTRICT	1/24/86	29.00
SWISTOWICZ, J	POLICE OFFICER	TENTH DISTRICT	5/12/86	131.00

10/27/86

REPORTS OF COMMITTEES

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C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/27/86

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
THORE	POLICE OFFICER	FIRST DISTRICT	5/20/86	397.50
THOMPSON	POLICE OFFICER	SEVENTEENTH DISTRICT	11/09/85	164.00
WILLIAMS	POLICE OFFICER	SEVENTEENTH DISTRICT	1/07/86	150.00
WILLIAMS	POLICE OFFICER	FOURTH DISTRICT	5/02/86	110.00
WILLIAMS	POLICE OFFICER	SEVENTEENTH DISTRICT	6/23/86	218.00
WILLIAMS	POLICE OFFICER	SEVENTEENTH DISTRICT	3/31/86	1078.50
WILLIAMS	POLICE OFFICER	SEVENTEENTH DISTRICT	5/03/86	128.00
WILLIAMS	POLICE OFFICER	SEVENTEENTH DISTRICT	1/19/86	555.00
WILLIAMS	POLICE OFFICER	SEVENTEENTH DISTRICT	2/27/86	460.00
WILLIAMS	POLICE OFFICER	DISTRICT RELIEF 1	1/13/85	159.00
WILLIAMS	POLICE OFFICER	BATTALION 12	8/13/85	135.25
WILLIAMS	POLICE OFFICER	AMBULANCE 37	2/22/85	19407.75

(Continued from page 35084)

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

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

Salvation Army Annual Christmas Kettle Program, November 21 through December 24, 1986 -- City-wide.

Aids Assistance Association, December 13-14, 1986 -- City-wide.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said communication and report were *Placed on File*.

COMMITTEE ON AVIATION.

Action Deferred -- EXECUTION OF AMENDED AND RESTATED
AIRPORT USE AGREEMENT AND TERMINAL FACILITIES
LEASE WITH CONTINENTAL AIRLINES,
INCORPORATED.

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

CHICAGO, October 21, 1986.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed amendment to an ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor, (which was referred on August 28, 1986) authorizing the approval and execution of the Amended and Restated Airport Use Agreement and Terminal Facilities Lease between the City of Chicago and Continental Airlines, Incorporated begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

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

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

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

WHEREAS, City and each of American Airlines, Inc., Delta Air Lines, Inc., Northwest Airlines, Inc., Trans World Airlines, Inc., United Air Lines, Inc., and US Air, Inc. (together with Ozark Airlines, Inc., the "Airline Parties") have executed an Airport Use Agreement and Terminal Facilities Lease dated February 1, 1983, as amended by Amendment No. 1 dated April 1, 1983 and Amendment No. 2 dated June 1, 1983 thereto, and City and Ozark Airlines, Inc. have executed an Airport Use Agreement and Terminal Facilities Lease dated May 12, 1983 and Amendment No. 2 dated June 1, 1983 thereto (collectively, the "1983 Airport Use Agreement"); and

WHEREAS, City and the Airline Parties enumerated above found it necessary and advisable to further amend and restate the 1983 Airport Use Agreement in the form of the Amended and Restated Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1985; and

WHEREAS, Continental Airlines, Inc., ("Airline") desires to become a signatory to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease; and

WHEREAS, City desires to have Airline become a signatory to the Amended and Restated Airport Use Agreement Terminal Facilities Lease; now, therefore,

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

SECTION 1. The Amended and Restated Airport Use Agreement and Terminal Facilities Lease, attached hereto between the City and the Airline is hereby authorized and approved. The Mayor, the Comptroller, and the Commissioner of the Department of Aviation are hereby authorized to execute the Amended and Restated Airport Use Agreement and Terminal Facilities Lease in substantially the form attached hereto and the City Clerk is authorized to attest and affix the seal of the City of Chicago, after approval by the Corporation Counsel as to form and legality.

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

Action Deferred -- EXECUTION OF AMENDED AND RESTATED
AIRPORT USE AGREEMENT AND TERMINAL FACILITIES
LEASE WITH BRANIFF, INCORPORATED.

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

CHICAGO, October 21, 1986.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed amendment to an ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor, (which was referred on August 28, 1986) authorizing the approval and execution of the Amended and Restated Airport Use Agreement and Terminal Facilities Lease between the City of Chicago and Braniff, Incorporated, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

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

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

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

WHEREAS, City and each of American Airlines, Inc., Delta Air Lines, Inc., Northwest Airlines, Inc., Trans World Airlines, Inc., United Air Lines, Inc., and USAir, Inc. (together with Ozark Airlines, Inc., the "Airline Parties") have executed an Airport Use Agreement and Terminal Facilities Lease dated February 1, 1983, as amended by Amendment No. 1 dated April 1, 1983 and Amendment No. 2 dated June 1, 1983 thereto, and City and Ozark Airlines, Inc. have executed an Airport Use Agreement and Terminal Facilities Lease dated May 12, 1983 and Amendment No. 2 dated June 1, 1983 thereto (collectively, the "1983 Airport Use Agreement"); and

WHEREAS, City and the Airline Parties enumerated above found it necessary and advisable to further amend and restate the 1983 Airport Use Agreement in the form of the Amended and Restated Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1985; and

WHEREAS, Braniff, Inc., ("Airline") desires to become a signatory to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease; and

WHEREAS, City desires to have Airline become a signatory to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease; now, therefore,

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

SECTION 1. The Amended and Restated Airport Use Agreement and Terminal Facilities Lease, attached hereto between the City and the Airline is hereby authorized and approved. The Mayor, the Comptroller and the Commissioner of the Department of Aviation are hereby authorized to execute the Amended and Restated Airport Use Agreement and Terminal Facilities Lease in substantially the form attached hereto and the City Clerk is authorized to attest and affix the seal of the City of Chicago, after approval by the Corporation Counsel as to form and legality.

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

Action Deferred -- EXECUTION OF MEMORANDUM OF
AGREEMENT WITH FEDERAL AVIATION
ADMINISTRATION.

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

CHICAGO, October 21, 1986.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor, (which was referred on May 14, 1986) providing for the execution and adoption of a Memorandum of Agreement between the City of Chicago and the Federal Aviation Administration, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

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

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

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

WHEREAS, One of the conditions for approval of the Environmental Impact Statement (E.I.S.) for the O'Hare Development Program is the requirement that the City of Chicago monitor the departures at O'Hare for a period of one year; and

WHEREAS, The Federal Aviation Administration (F.A.A.) has agreed to supply to the City of Chicago computer-processed Air Traffic Control (A.T.C.) information on a regular basis; and

WHEREAS, The City of Chicago desires to receive this information from the F.A.A.; now, therefore,

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

SECTION 1. The Memorandum of Agreement attached hereto between the City and F.A.A. is hereby authorized and approved. The Commissioner of the Department of Aviation is hereby authorized to execute the Memorandum of Agreement in substantially the form attached hereto, after approval by the Corporation Counsel as to form and legality.

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

Memorandum of Agreement attached to this ordinance reads as follows:

Memorandum of Agreement.

The Federal Aviation Administration (F.A.A.) has agreed to supply to the City of Chicago Department of Aviation (D.O.A.), computer-processed Air Traffic Control (A.T.C.) information on a regular basis. The data will be supplied as processed in digital format by the Chicago/O'Hare F.A.A. A.T.C. terminal computer system.

Therefore, the following procedures, restrictions, and responsibilities are mutually agreed to by the Federal Aviation Administration and the City of Chicago Department of Aviation.

A. Description.

The F.A.A. through the Chicago/O'Hare A.T.C.T. and the Chicago/O'Hare Sector Field Area Office, shall provide the City of Chicago to the extent set forth in this Agreement and its Appendix, A.T.C. radar data and computer-processed A.T.C. data from the Chicago/O'Hare A.T.C. terminal computer system.

B. F.A.A. Responsibilities.

1. The F.A.A. will provide data which it generates as set forth in this Agreement, but shall not be held responsible or retain any legal obligation as to the accuracy or validity of the data.

2. The F.A.A. will provide room for the installation of the D.O.A. Data Acquisition System (D.O.A.-D.A.S.).

C. The D.O.A.

1. The D.O.A. shall supply the F.A.A. with a compatible Data Acquisition System (D.O.A.-D.A.S.), including interface cables; (see Appendix 1) to capture the A.T.C. information. Installation, maintenance, and subsequent removal of the D.O.A.-D.A.S. shall be the responsibility of the D.O.A. Each of these operations must be coordinated with F.A.A. personnel to insure protection of facilities already in place and minimize the impact to the facility operation. F.A.A. personnel will, to the extent possible, cooperate in expediting these processes.

2. The D.O.A. shall provide all transportation and associated costs for data merging functions and production of output cassette tapes, including the procurement of these cassette tapes.

3. The D.O.A. shall not release these data or information generated by analysis of these data for use by law enforcement agencies or for use in any civil litigation.

4. The D.O.A. shall not release these data or information generated by analysis of these data if advised by the F.A.A. that the data received contains information relating to an aircraft incident. After being advised, the D.O.A. shall return the affected output tape

or tapes to the F.A.A., purge them of usable data, and dispose of any data generated from said tapes at the earliest opportunity.

5. The D.O.A. shall not use these data or information generated by analysis of these data for legal action involving noise abatement regulation enforcement.

6. Indemnification by D.O.A. The D.O.A. agrees to indemnify and hold harmless the United States Government, its agencies, officers, and employees, from and against all claims, demands, damages, liabilities, losses, suits, and judgments (including all costs and expenses incident thereto) which may accrue against, be suffered by, be charged to, or recoverable from the U. S. Government, its agencies, officers and employees, by reason of injury to or death of any person (including but not limited to employees of the D.O.A. and excluding officers and employees of the U. S. Government), or by reason of damage to, destruction of, misappropriation, or loss of property of the U. S. Government, its officers, employees and agents arising out of the act of mission of the D.O.A., its employees and agents under this contract, whether or not caused or contributed to by negligence on the part of the D.O.A. or its agents. In the event the D.O.A. holds or obtains insurance in support of this promise, a Certificate of Insurance shall be delivered to the F.A.A.

7. As described in detail in Appendix 1, the Chicago/O'Hare Sector Field Area Office and the F.A.A. Great Lakes Regional Office personnel have been working closely with personnel from the D.O.A. by explaining and providing technical information relating to design of the D.O.A.-D.A.S. for the real time collection of the A.T.C. data. F.A.A. personnel are not responsible for the design or redesign of the D.O.A.-D.A.S.

The following procedures will be implemented in using the D.O.A.-D.A.S. for acquisition and processing of the A.T.C. data:

(a) The D.O.A.-D.A.S. will be equipped with switches by the D.O.A. which will allow F.A.A. personnel to control the D.O.A.-D.A.S. so it (1) communicates directly with the Sensor, Receiver, and Processor (S.R.A.P.) computer, or monitors S.R.A.P. data being sent to the U.N.I.V.A.C. I.O.P.B., (2) receives (RS232 Standard) modem Flight Data Entry Printout (F.D.E.P.) data originating at Chicago Air Route Traffic Control Center (A.R.T.C.C.), or (3) can be disconnected from either or both sources of data completely.

(b) Appendix 1 details the description of equipment and data handling.

(c) It is planned that data will be obtained directly from the S.R.A.P. digitizing computer and F.D.E.P. modem. These data are to be used for monitoring departures from Chicago O'Hare Airport for the development of a noise abatement departure profile, as required by the F.A.A. approved Final Environmental Impact Statement for the O'Hare Master Plan.

(d) Certain A.T.C. information is not needed and will be filtered out by the D.O.A.-D.A.S. before data storage takes place. The filtered data will include:

(1) The actual time of each event. Times will be converted into fifteen minute intervals.

(2) All other data, except information relating to unrestricted A.T.C. data for available departures within an 8-10 nautical mile radius of the airport at altitudes of 5,000 feet Mean Sea Level and below. Unrestricted data is departure information for air carrier, air taxi, and general aviation operations.

(e) Real-time, dynamic data archived in the D.O.A.-D.O.S., I.B.M. Models A.T. and X.T. will be merged and output to cassette tapes by representatives of the D.O.A. as is demanded by storage limitations. These representatives, who shall be identified to F.A.A. facility personnel in writing prior to the data gathering phase, will require an Airway Facilities (A.F.) escort while performing this function. Therefore, their arrival should be coordinated with the A.F. Operations Officer (686-2117) to insure the availability of an escort at the appointed time. The merge/output procedure is expected to be performed from 4 to 7 times each week, requiring 30 to 60 minutes per session.

(f) The F.A.A. will provide an appropriate storage location within the Chicago/O'Hare Air Traffic Control Facility for the generated output cassette tapes to be deposited for 15 calendar days immediately after the merge is completed. At the conclusion of the 15 day waiting period, D.O.A. may remove the cassette from the facility for data reduction.

(g) When sensitive data is contained in storage in the I.B.M. A.T. or X.T., or on the generated cassette tape, the storage area or tape shall be purged at the direction of the F.A.A. Direction for purging should be issued prior to the expiration of the 15 day waiting period in all but extraordinary cases.

(h) A demonstration of the data reduction product shall be conducted by representatives of the D.O.A. for F.A.A. designated personnel prior to the data gathering phase and receive the approval of said personnel, if the product meets the design requirements of this document.

8. The D.O.A. shall direct requests and otherwise interface with:

Al Aites
Manager, S.F.O. II
Chicago/O'Hare Sector Field Area Office
P.O. Box 66519
O'Hare International Airport 60666-9996
(312) 686-2110

for any requests relating to technical data gathering equipment, or:

Chester Anderson
Air Traffic Manager
Chicago/O'Hare A.T.C.T
Chicago-O'Hare International Airport
P.O. Box 66036
Chicago, Illinois 60666
(312) 686-3670

for any requests relating to the sensitivity or release of A.T.C. data.

If a time period in excess of one year from the date of the equipment is installed and operational is required by the D.O.A., the D.O.A. shall request an extension of time in writing from the F.A.A. and receive a written approval before continuing. Chicago/O'Hare Sector Field Area Office shall provide D.O.A. a written notification of the operational readiness date to Robert Threate, City of Chicago Deputy Commissioner of Aviation. This Agreement may be revoked at any time by either party, the D.O.A. or the F.A.A. D.O.A. should advise the F.A.A. in writing 30 days in advance of a planned termination of this project.

The F.A.A. and D.O.A. concur with the provisions of this Agreement as indicated by the signature of their duly authorized officials.

[Signature forms omitted for printing purposes.]

Appendix 1 attached to this Memorandum of Agreement reads as follows:

Appendix 1.

Department of Aviation Data Acquisition System Description.

The D.O.A. Data Acquisition System (D.O.A.-D.A.S.) has been designated with close coordination between the D.O.A. and F.A.A. personnel. The interface/hardware design of the D.O.A.-D.A.S. will be reviewed and approved by F.A.A. Chicago Airway Facilities Sector personnel. The software/processing of the A.T.C. data by the D.O.A.-D.A.S. computers will be reviewed and approved by the Chicago O'Hare A.T.C.T. Data systems staff. The review and approval of the D.O.A.-D.A.S. system interface/hardware design will be completed before the installation of the equipment. Final approval to extract the A.T.C. information will be completed after the installation and successful demonstration of the software/processing of the D.O.A.-D.A.S. system, verifying compliance with the restrictions contained in this agreement.

S.R.A.P./D.O.A.-D.A.S. Interface.

The D.O.A.-D.A.S. will intercept A.T.C. data being sent between the S.R.A.P. digitizing computer and the Univac Input/Output Processor (I.O.P.B.) computer (see figure 1). A three way switch will be provided by D.O.A. to allow the D.O.A.-D.A.S. to operate in on of the following modes:

1. A.T.C. data/signal lines from S.R.A.P. will be disconnected from the I.O.P.B. and connected to D.O.A.-D.A.S., the D.O.A.-D.A.S. interface to S.R.A.P. will be compatible to that of the I.O.P.B. to S.R.A.P. input/output signal/data lines interface requirements in protocol, timing, voltage levels, drive and signal loading values.
2. A.T.C. data/signal lines between S.R.A.P. and the I.O.P.B. will only be passively monitored/received, that is, signals will not be loaded down or subjected to interference

(signal/noise generated), by the D.O.A.-D.A.S. equipment. No active or passive circuits will be inserted between S.R.A.P. and the I.O.P.B.

3. A.T.C. data/signal lines between S.R.A.P. and the I.O.P.B. will be disconnected from D.O.A.-D.A.S.

The D.O.A.-D.A.S. is inserted into the data communication link via a switching unit (3) [figure 1] between the S.R.A.P. and the I.O.P.B. computers. This switch allows A.T.C. data to be routed either to D.O.A.-D.A.S., I.O.P.B. or both D.O.A.-D.A.S. and I.O.P.B. The interface between the S.R.A.P. and the D.O.A.-D.A.S. consists of a switching unit (3). The cable (4) [figure 1] which emanates from the switching unit (3) terminates at the conversion board (5) [figure 1], which acts as a buffer between the A.R.T.S IIIA system and D.O.A.-D.A.S.

A.T.C. data signals at the conversion board (5) are translated to compatible voltages, drive, and loading values to interface with the S.R.A.P./I.O.P.B. signal/data lines and the I.B.M. AT (D.O.A.-D.A.S. computer) both in receive and send mode 1 and 'receive only' mode 2.

For a period of one year the S.R.A.P. computer at the Chicago/O'Hare Air Traffic Control Facility will be on line, but not sending A.T.C. data to the I.O.P.B. computer. During this time period the normal mode of operations will be to collect A.T.C. data directly from the S.R.A.P. computer.

It is further intended that for short periods of time, normally between 1:00 to 2:00 A.M. local time, the A.R.T.S. IIIA system may be in a test/maintenance mode, that is, no useable data will be available from S.R.A.P. to the D.O.A.-D.A.S. computer.

In case of a problem with the A.R.T.S. IIIA system, the Switching Unit (3) (figure 1) may need to be switched to mode 3 (above) or possibly disconnected from the A.R.T.S. IIIA system completely.

F.D.E.P. / D.O.A.-D.A.S. Interface.

The RS232 data (containing beacon code and other flight departure information), that is received from the Chicago A.R.T.C.C.'s Flight Data Processing System via Tower-Cab modem and patch panel (9) to the Chicago -- O'Hare's F.D.E.P. system, will be accepted by the I.B.M. X.T. (8) via the switch (12) and Conversion Board B (13) (figure 1). The data will be reformatted and stored on its I.B.M. X.T. hard disk. The Switch (12) is used to completely isolate the F.D.E.P. equipment from the Conversion Board B (I.B.M. X.T.) in case there is a problem with the F.D.E.P. system. The Conversion Board B is used as a receive buffer to prevent RS232 signal loading and provide signal level conversion for the I.B.M. X.T.

The data from this F.D.E.P. system typically is not available for several hours between midnight and 6:00 A.M. local, although most of the scheduled flight departure data for that time period might have come in before the system was shutdown. The revisions, updates, and new flight data, however, will not be available on this data link during shutdowns.

Each day the data that has been archived on the X.T. (flight departure information) will be transferred via a cable (11) (figure 1) to its parent computer, the I.B.M. A.T. (7) (figure 1). The flight departure data will then be merged on the I.B.M. A.T. to prepare it for further processing by the D.O.A.

Note: In case of any serious problem with O'Hare A.R.T.S. IIIA or F.D.E.P. system or suspected interference to either the A.R.T.S. IIIA or F.D.E.P. system by the D.O.A.-D.A.S. equipment, the D.O.A.-D.A.S. equipment may be disconnected completely until the problem has been corrected.

[Figure 1 attached to Appendix 1 printed on page 35102
of this Journal.]

Action Deferred -- AMENDMENT OF CONCESSION LICENSE
AGREEMENT WITH BENJAMIN BOOKS, MIDWEST,
INCORPORATED FOR ALLOCATION OF
ADDITIONAL SPACE AT
CHICAGO-O'HARE
INTERNATIONAL
AIRPORT.

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

CHICAGO, October 21, 1986.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed amendment to original contract (which was referred on June 6, 1986) with Benjamin Books for allocation of more space at Chicago-O'Hare International Airport, begs leave to recommend that Your Honorable Body pass the said proposed amendment, which is transmitted herewith.

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

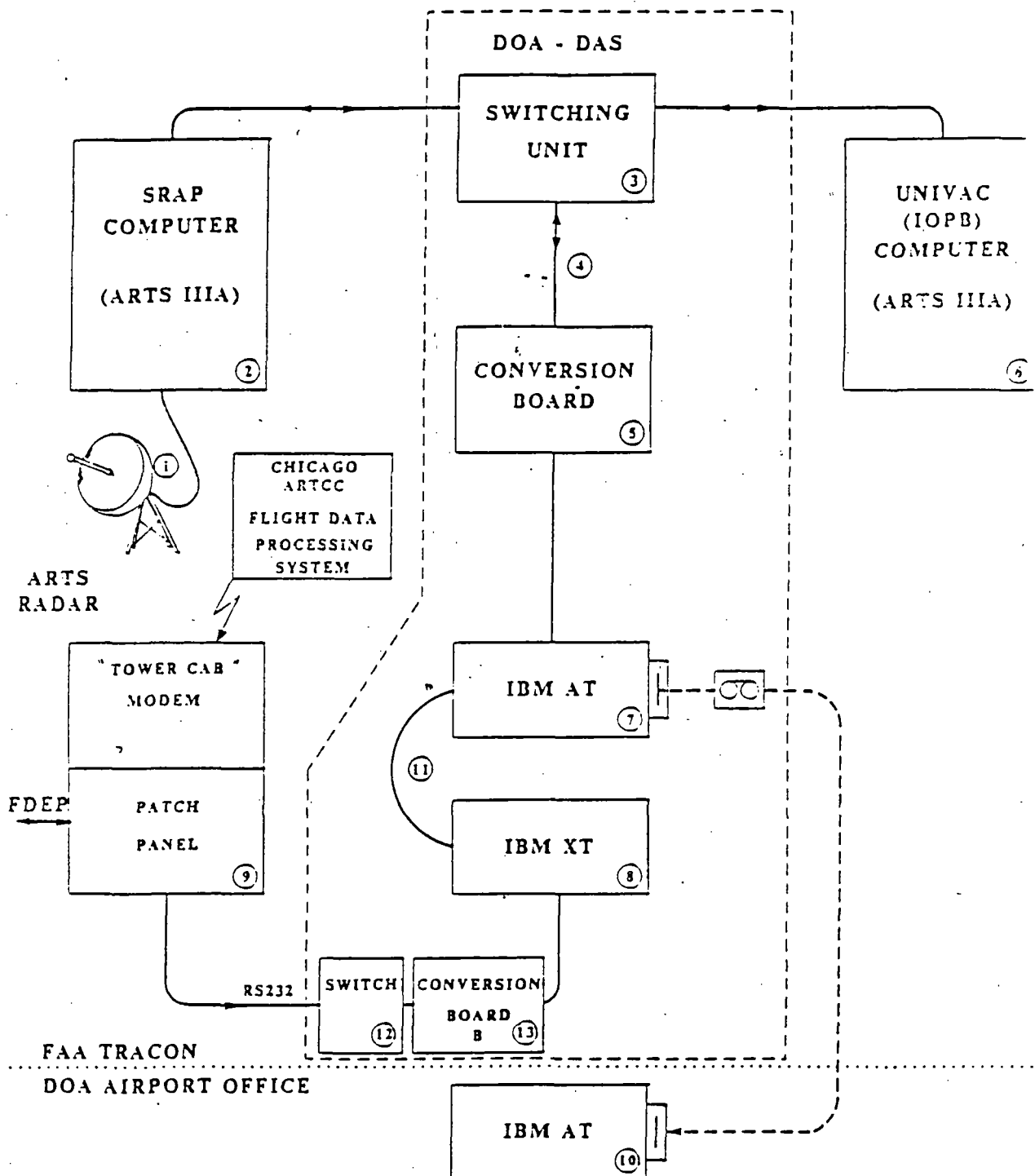
Respectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

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

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

(Continued on page 35103)

Figure 1



(Continued from page 35101)

SECTION 1. That the Commissioner of Aviation, subject to approval as to form and legality of the Corporation Counsel, is authorized to approve on behalf of the City of Chicago as amendment to a certain concession agreement at Chicago O'Hare International Airport between the City of Chicago and Benjamin Books, Inc., said agreement to be in the following form:

This Agreement made and entered into this day of _____, 1986, by and between the City of Chicago, municipal corporation of the State of Illinois, hereinafter referred to as "Licensor" and Benjamin Books Midwest, Inc., a corporation organized under and existing by virtue of the laws of the State of Illinois hereinafter referred to as "licensee".

Witnesseth:

Whereas, Licensor and Licensee have heretofore entered into an agreement authorized by the City Council June 6, 1986 (C.J.P. pp. 30681 -- 30703), hereinafter referred to as said "Licensee Agreement", in and by which Licensor among other provisions, granted to Licensee certain privileges or premises to be occupied and used for the purposes therein stated, located at Chicago O'Hare International Airport in the City of Chicago, Counties of Cook and DuPage, State of Illinois:

Now, Therefore, Licensor, in consideration of provisions and conditions set forth in said agreement, does hereby amend said Licensee Agreement, and Licensee hereby accepts said privileges or premises therein set forth and upon the terms, conditions and provisions set forth and stated therein (to which reference is hereby made, and which the parties agree will be incorporated, and shall be considered to be incorporated herein, by this reference thereto) except in so far and only in so far as said privileges, premises, terms, conditions and provisions are modified, changed, or modified by the further provisions of the License Agreement.

It is hereby agreed that the sole modifications of, changes in, and a amendments to said Licensee Agreement, which are hereby made therein, and which shall be applicable to all renewals and extensions as may be made and provided for therein, are as follows:

Section (2) of Article I, Premises, appearing on page 1 of this Book Store Concession License Agreement and reading as follows:

(2) "Space 3B33-B1, consisting of approximately 525 square feet in Terminal Building #3 as indicated in Exhibit "B" which is attached hereto and made a part hereof".

"Space 3B33-U1, consisting of approximately 630 square feet in Terminal Building #3 as indicated in Exhibit "B" which is attached hereto and made a part hereof".

It is, therefore, agreed that except solely as hereinabove modified, changed and amended, the privileges, premises, terms, conditions and provisions of said agreement shall apply to, and shall govern, this amendment of said agreement and any and of further

renewals or extensions thereof for any subsequent period which may be affected or made under and in accordance therewith.

Execution of this Amendment authorized by ordinance of the City Council of the City of Chicago passed on the _____ day of _____ 19____, (C.J.P. pp. _____).

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

[Signature forms omitted for printing purposes.]

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

[Exhibit B attached to this Agreement printed
on page 35105 of this Journal.]

Action Deferred -- EXECUTION OF PACKAGED FOOD CONCESSION
LICENSE AGREEMENT WITH SKY PIES, INCORPORATED
AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

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

CHICAGO, October 21, 1986.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance authorizing the Mayor to execute on behalf of the City a Concession License Agreement with Sky Pies to operate a concession at Chicago-O'Hare International Airport (which was referred on September 24, 1986) begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

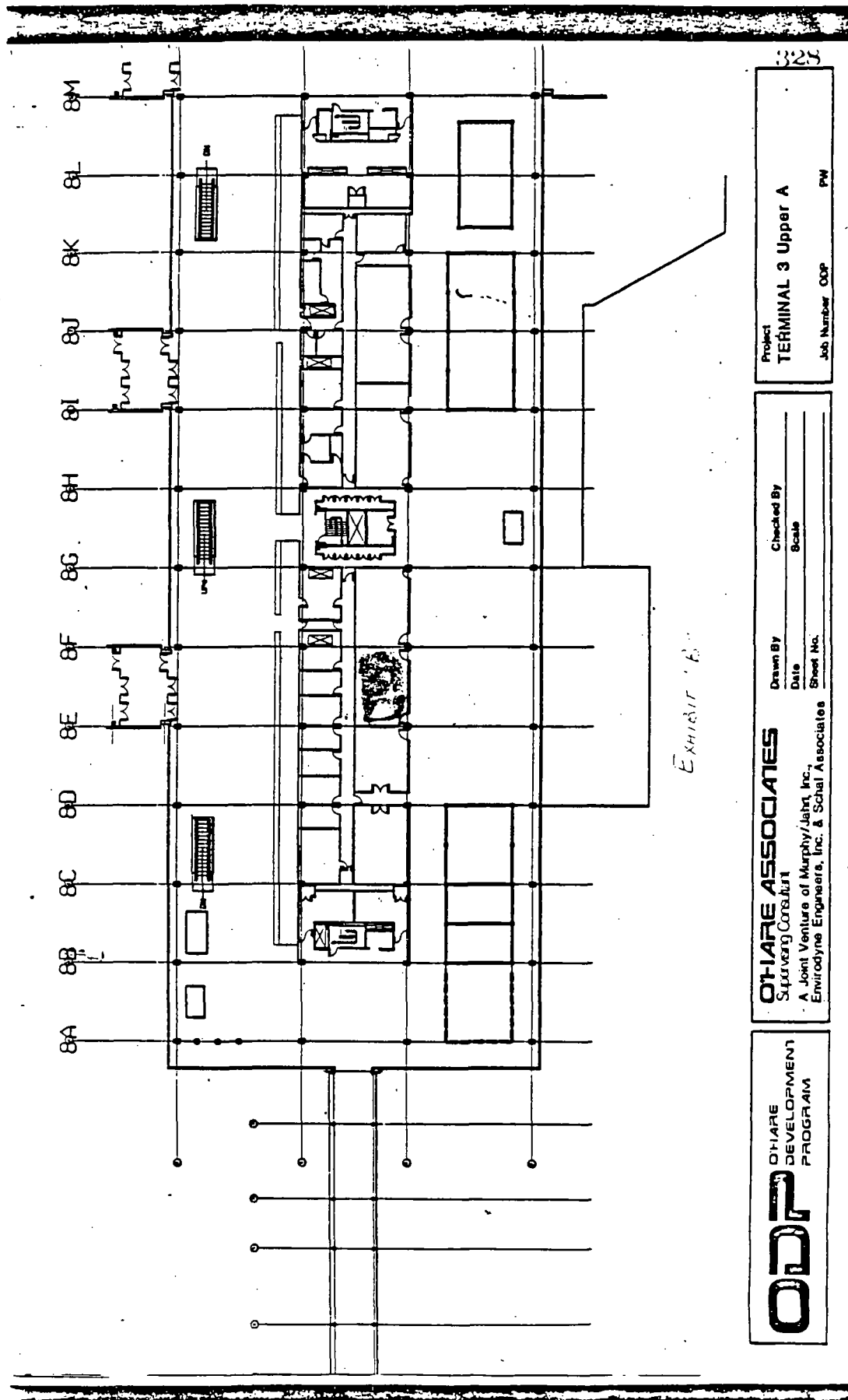
This recommendation was concurred in by 6 members of the committee with no dissenting vote.

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

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

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

(Continued on page 35106)



(Continued from page 35104)

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute in behalf of the City of Chicago a Packaged Food 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:

Packaged Food Concession License Agreement.

This Agreement, (hereinafter referred to as this "Agreement"), made this _____ day of _____, 1986, between the City of Chicago, a municipal corporation of Illinois, acting by and through its Department of Aviation, (hereinafter referred to as "Licensor") and Sky Pies, 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 DuPage, State of Illinois; and

Whereas, Licensee desires to obtain from Licensor a license to operate a concession with certain privileges and rights in the Airport's Terminal Building; and

Whereas, the Licensor deems it advantageous to itself and to its operation of the Airport to grant unto the Licensee a license to operate a concession area with the rights and privileges as herein set forth;

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

Article I.

Premises.

Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, for the purposes set forth herein does hereby grant unto Licensee the following area at the Airport (sometimes referred to herein as the "licensed premises" or "premises"), all of which Licensee accepts, for the purposes set forth herein:

Space 2A266-U1, consisting of approximately 150 square feet in Terminal Building No. 2 as indicated in Exhibit "A" which is attached hereto and made a part hereof.

Space 3B266-U1, consisting of approximately 150 square feet in Terminal Building No. 3 as indicated in Exhibit "B" which is attached hereto and made a part hereof.

Or such other area or areas to which Licensee may be relocated pursuant to Article XXV.

The license with respect to any other area or space may be terminated by the Licensor as specified in Paragraph C (7) of Article V, Paragraph A of Article XXI, Article XXIII or Article XXV.

Article II.

Term.

The term of this Agreement shall be for a period of three (3) years, beginning the earlier of ninety (90) days after the approval of authorizing ordinance by the City Council of the City of Chicago or the first day of operations (such date to be referred to as the beginning date of this Agreement and to be confirmed immediately in writing by letter between Licensor and Licensee) and terminating on the last day of the thirty-sixth month following the beginning date.

Licensor reserves the right to request Licensee to operate an additional Packaged Foods Shop or cart when traffic demands such additional facilities and upon the mutual agreement of Licensor and Licensee. Such additional granted areas will be subject to the provisions of all Articles of this Agreement, including a license fee of \$30.00 per square foot per annum and will be indicated on Exhibits added hereto and made a part hereof.

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

In the event that air transportation operations are discontinued at the Airport for an extended period of time, then the terms and conditions of this Agreement, shall thereafter no longer be operative, except as they apply to the payment of outstanding fees, the performance of covenants and obligations occurring prior to the date of such discontinuance or to other specific conditions of termination or cancellation contained herein.

Article III.

License Fee.

A. During the term of this Agreement, Licensee agrees to pay Licensor:

1.) An annual fixed license fee equal to \$30.00 per square foot per annum for all granted areas ("Fixed License Fee"), with payment equal to one-twelfth thereof, due each month, in advance.

2.) A percentage license fee of 20% of gross receipts derived by Licensee from the sale of frozen pizza at the Airport ("Percentage Fee").

3.) Notwithstanding the foregoing paragraph A (2.) Licensee shall pay Licensor an annual minimum percentage license fee of \$100,000.00 ("Minimum Percentage Fee") for the twelve month period immediately following the first day of the month immediately following the beginning date of this Agreement. In any subsequent year of this Agreement, the Minimum Annual Percentage Fee shall be an amount equal to 80% of the actual amount paid in the previous year as Percentage License Fees, but in no case is the Minimum Annual Percentage Fee, for a subsequent year to be less than \$100,000.00, or the direct proportion of that amount that the elapsed time bears to a full year, in the case that the final portion of this Agreement, or any extension of this Agreement, is not a full year.

B. Schedule of Payments. Licensee shall pay each month in advance to the City Comptroller of the City of Chicago ("City Comptroller") the sum equal to 1/12 of the Minimum Annual Percentage Fee noted above. The initial payment of the Minimum Annual Percentage Fee is to be made on the first day of the month immediately following the beginning date of this Agreement.

Licensee, within fifteen (15) days of the end of each calendar month, shall pay to the City Comptroller the Percentage Fee for said calendar month less any amount prepaid as Minimum Annual Percentage Fee for that month.

Licensee, within fifteen (15) days of the end of each calendar month, shall furnish a separate monthly report of gross receipts for each location at the Airport, certified by an officer of Licensee, to the City Comptroller and the Commissioner of Aviation of the City of Chicago ("Commissioner of Aviation").

Additional payments or refunds, required by adjustments, if any, for fees payable or paid in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by Paragraph C of Article III. The Minimum Annual Percentage Fee, referred to in this Article is intended to be, and is, an annual percentage license fee and not a monthly license fee.

C. Records of Licensee. The Licensee shall, with respect to business done by it in said concession operation, keep true, complete and accurate accounts, records, books, and data, in accordance with generally accepted accounting procedures consistently applied, which shall, among other things, show all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not) and also the gross receipts of said business, and the aggregate amount of all services and of all the Licensee's business done upon and within said concession area.

The term "gross receipts", as used herein, shall be construed to mean, for all the purposes thereof, the aggregate amount of all goods sold and services performed for cash, or credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all service for like property, or services, at the price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater.

The term "gross receipts" shall exclude: (1) Federal, State, municipal or other governmental excise taxes, (except Federal Manufacturer's Excise Tax), use, sale privilege

or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its sublicensee directly from patrons or customers, or as part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse the Licensee or its sublicensee from paying to governmental agencies all taxes for which it may be liable to them; (2) sales made to employees of Licensee at a discount; (3) refunds for merchandise returned by customers because of their dissatisfaction therewith; (4) Sales made at locations other than the Airport.

Licensee agrees to maintain an adequate and reasonable system of internal control to insure that revenues are properly reported to the Licensor. Licensee's record keeping, accounting, and internal control procedure must be described by the Licensee in writing and submitted to the City Comptroller for approval prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

D. Books, Records and Audits. Licensee, at all times during the term of this Agreement and for three (3) years following the termination hereof shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation and the City Comptroller or their duly authorized representatives, at reasonable times during business hours, and to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder.

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

The following is an example of an opinion which would satisfy these requirements (such opinion may be subject to additional requirements determined by Licensor):

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales and fees reported to the City of Chicago by _____, an _____ corporation for the year ended _____ relating to concession operations at Chicago-O'Hare International Airport pursuant to an Agreement between the City of Chicago and _____, an _____ corporation dated _____. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the

accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement of receipts showing gross receipts of _____ presents fairly the amount of gross receipts, as defined in the Agreement, for the year ended _____."

If the opinion of the independent certified public accountant is qualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense. The Licenser may in its sole discretion cause an audit to be performed at Licenser's expense even if the opinion of the independent certified accountant is not qualified or conditional, provided, however, that if any discrepancies are discovered the cost of the audit shall be borne by Licensee.

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

E. *Pro Rata* Payment. If the commencement or termination of this Agreement fall upon any date other than the first or last day of any calendar month, the applicable fees and charges for said month shall be paid by Licensee to Licenser *pro rata* in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

F. Interest for Late Payment. Without waiving any other right of action available to Licenser in the event of delinquency by Licensee in its payment to Licenser for a period of thirty (30) days or more from the date as specified in Article III (B) and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licenser interest thereon at the rate of ten percent (10%) per annum from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee in which event the legal rate of interest shall prevail if money is determined to be owed.

Article IV.

General Description of the Concession.

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

Licensee shall be permitted to and shall sell on a exclusive basis in Terminals 2 and 3 pre-packaged frozen pizza.

Except with the prior written approval of the Commissioner of Aviation, the Licensee shall not install or operate any coin-activated vending machines or devices of any nature, kind or type; nor shall he engage in any activities or sell items other than those enumerated above.

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

Article V.

Investment by the Licensor and Licensee.

A. Licensee agrees, as a necessary condition of this Agreement, to completely furnish and fixture to the satisfaction of Licensor and to the extent necessary, the Concession Area on the upper level of Terminal No. 3 at Chicago-O'Hare International Airport. This construction is to begin immediately after approval of the plans and specifications by the Department of Public Works of the City of Chicago, and shall be completed such that a certificate of occupancy may issue not later than ninety (90) days following the day of approval of the authorizing ordinance by City Council of the City of Chicago. All such improvements, decor and equipment as are specified hereinafter as the responsibility of the Licensee, shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense, and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensor, in the minimum amount of Twenty-five Thousand and no/100 Dollars (\$25,000.00).

B. Installations by the Licensor and by the Licensee. In the concession area designated on Exhibit "A", the Licensor will provide:

- (1) Finished floors.
- (2) General illumination.
- (3) Adequate heat and ventilation, the adequacy to be determined by the Licensor.
- (4) Enclosure walls and folding doors in any open wall areas of the concession areas, such enclosure walls and folding doors to be of a type, color, and design which is compatible with other and similar installations in the terminals.
- (5) Electrical service.

In these same spaces the Licensee will provide to the reasonable satisfaction of Licensor:

- (1) All necessary improvements not provided by the Licensor including, but not limited to counters, cabinets, interior partitions, enclosures, doors, additional lighting fixtures, decorations and all other fixtures, equipment and supplies.
- (2) All equipment, furniture, furnishings and fixtures necessary in the proper conduct of Licensee's business.

- (3) Electrical outlets provided in suitable numbers and locations.

C. Improvements, Equipment and Decor installed by Licensee at the Airport:

1.) Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession areas more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the Airport.

2.) Plans and specifications, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner of Aviation and the Commissioner of Public Works of the City of Chicago ("Commissioner of Public Works").

3.) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the Concession Area shall be subject at all times to inspection by Licensor without additional cost to Licensee. Licensee shall give or cause to be given to the Commissioner of Aviation and the Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications and all applicable governmental laws, ordinances, rules and regulations.

4.) Licensee shall reimburse Licensor for the cost of reviewing said plans and specifications, inspections or other related engineering services upon receipt of a warrant from Licensor. Licensee may deduct that portion of such cost of review that exceeds \$750.00 from Licensee's initial payment of minimum percentage license fee.

5.) Licensee, except as otherwise provided in Article VII, shall at all times throughout the term hereof maintain the improvements (including those installed by Licensor) and all other portions of the granted premises in good and serviceable condition and repair.

6.) Licensee shall keep the granted premises and the improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof by Licensee; provided, however, that Licensee may in good faith contest the validity of any lien sought to be imposed provided Licensee provides Licensor with such bonds or security that may be reasonably requested by Licensor. Notwithstanding the foregoing, liens incurred on equipment obtained by Licensee subsequent to the beginning date which is the direct result of said equipment being financed by Licensee are excluded from this paragraph 6.

7.) In the event that the granted premises are reasonably required for other Airport purposes prior to the expiration of this Agreement, and substitute location acceptable to Licensee is not available, the Commissioner of Aviation may upon sixty (60) days advance written notice to the Licensee direct Licensee to vacate the same provided that Licensor, within sixty (60) days after Licensee's removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures, fixtures, and improvements

constructed and installed thereon; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof. Licensor agrees to use its best efforts to place Licensee in a substitute location.

D. Concession Area Layout and Decoration. The Licensee shall be entitled to layout the space as it desires, subject to written approval of the Commissioner of Aviation in advance of any installation.

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall make no alterations, additions or replacements without obtaining the Commissioner of Aviation's written approval in advance thereof. The Licensee shall obtain prior approval from the Commissioner of Aviation and the Commissioner of Public Works before installing, at its own expense, any equipment which requires new electrical or plumbing connections or changes in those installed on the premises as of the effective date of this Agreement.

Article VI.

Obligations of Licensee.

A. Hours of Operation. The concession at Chicago-O'Hare International Airport shall be open to serve the public at least twelve (12) hours each day, seven days a week, provided, however, that if the Commissioner of Aviation deems it necessary to better serve the public, the Licensee agrees to remain open for longer periods as directed in writing by said Commissioner of Aviation.

B. Type of Operation. The Licensee shall operate the concession in accordance with the highest standards for this type of operation at other major airport terminal buildings. Products offered shall be top quality, dispensed in compliance with all applicable federal, state and local laws, ordinances and regulations. The service shall at all times be prompt, clean, courteous and efficient. Licensee shall at all times keep the shelves and display cases stocked and all window and other displays visually attractive.

C. Personnel. The Licensee's employees shall be clean, courteous, efficient and neat in appearance. Employees of Licensee while on duty shall be identified as such by uniform or name badge. The Licensee shall not employ any person or persons in or about the granted premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. Licensee agrees to dispense with the services of any employee whose conduct the Commissioner of Aviation feels is detrimental to the best interest of the Licensor.

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

E. Trash, Garbage, etc. Licensor will remove all refuse disposed of in designated areas, however, the Licensee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. The Licensee shall provide and use suitable covered metal

receptables for all garbage, trash, and other refuse on or in connection with the granted premises. Piling of boxes, cartons, barrels, or other similiar items, in an unsightly or unsafe manner, on or about the granted premises, is forbidden. Such trash, garbage, and other refuse shall be disposed of between the hours of 12:00 midnight and 8:00 A.M. each day in a place to be designated by the Commissioner of Aviation.

F. Concession Operation. The Licensee shall bear at his own expense all costs of operating the concession, and shall pay in addition to the abovementioned license fee all other costs connected with the use of the premises and facilities, right and privileges granted, including, but not limiting the generality thereof, maintenance, cleaning of glass enclosures inside and out; insurance, any and all taxes, janitorial service and supplies, and shall pay for all permits and licenses required by law.

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

H. Maintenance. Licensee shall maintain the licensed premises, including all of installed improvements (whether installed by Licensor or Licensee), trade fixtures, enclosure walls and doors in good order, condition and repair, keeping the same clean, safe, functioning, and sanitary.

Article VII.

Obligations of Licensor.

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

Licensor will not furnish janitorial service, interior or exterior window cleaning or custodial services anywhere on the granted premises.

Article VIII.

Quality and Price Control.

A. Merchandise. Licensee acknowledges the desire and obligation of Licensor to provide the public and the air traveler high quality merchandise and a high level of public service. Therefore, Licensee covenants and agrees to offer for sale from the granted premises only high quality merchandise at prices not to exceed the prices customarily charged for similar merchandise in high quality Chicago metropolitan area operations. Licensee's initial schedule of merchandise items to be offered for sale from the granted premises, and the prices to be charged 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 to be offered for sale on the granted premises and the prices to be charged therefore. Thereafter, prices for such new items may be decreased or increased in the same manner as aforesaid. It is specifically understood and agreed that, where a suggested retail price is printed on

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

B. Inspection and Review. At Licensor's discretion, responsible representatives of Licensor and Licensee will make a complete inspection of Licensee's operations, including a review of the quality of service, merchandise and prices, maintenance of premises, furnishings and equipment and such other items as Licensor may wish to inspect or review. Licensor shall strive to keep such inspections from interfering with Licensee's normal business operations.

Article IX.

Interruptions, Reduction and Cancellation of Operations.

In the event of an interruption or reduction in concession services beyond the control of Licensee, including but not limited to acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline service, riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion, revolutions, civil war, hostilities, war, the declaration of existence of a national emergency and conditions arising therefrom, and such interruption or reduction of services results in reduction in gross receipts of thirty percent (30%) or greater in the granted premises, based upon the previous three (3) months average sales, Licensor agrees that the obligation of Licensee for payment of the Minimum Annual Percentage Fee shall be abated proportionately after a thirty-day (30) period in direct relation to the reduction in gross receipts generated by each affected location and such abatement shall continue until such time as the monthly gross receipts obtain a level equal to eighty (80) percent or greater of average monthly gross receipts for such location during the three (3) month period preceding the abatement, at which time the full Minimum Annual Percentage Fee shall again be paid by Licensee. The Percentage Fee shall not be affected.

This Agreement shall be subject to cancellation by the Licensee in the event of any one or more of the following events:

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

- (3) Issuance by any court of competent jurisdiction of any injunction remaining in force at least (90) days which prevents or substantially restrains the use of the concession area granted by this Agreement.
- (4) The breach by the Licensor in the performance of any covenant or agreement herein required to be performed by the Licensor and the failure of the Licensor to remedy such breach for a period of sixty (60) days after receipt from the Licensee of written notice to remedy the same.

Article X.

Property Rights Upon Termination.

Upon termination of this Agreement, through passage of time or otherwise, Licensee shall aid the Licensor in all ways possible in continuing the business of operating a concession in said terminal building(s) uninterruptedly. Licensee further agrees to sell any or all Licensee's furniture, furnishings, trade fixtures and equipment installed or used upon said premises by Licensee to the Licensor or a party designated by the Licensor, or any interest thereto which Licensee may have, should the Licensor notify the Licensee in writing no later than ten (10) days prior to such termination date that the Licensor desires to purchase any or all of said furniture, furnishings, fixtures and equipment. In the event the Licensor exercises its option to purchase any or all of said furniture, furnishings, fixtures, and equipment, it is agreed that the purchase price shall be the fair market value of such items at the date of such termination. If the parties are unable to agree upon the fair market value, it is agreed that each party shall appoint an appraiser and the two so appointed shall name a third appraiser and that the three appraisers so named shall determine the fair market value of such items, which determination shall be final and binding upon the parties hereto.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Licensee shall have no further claim, right, title or interest in or to any of the improvements installed by it under this Agreement, including but not limited to, the enclosure walls and doors, subject, however, to Licensor's right to require Licensee to remove all or any portion of said improvements, equipment, fixtures, and facilities and to restore the premises, wherein the same were installed, or the affected portions thereof, to their original condition, reasonable wear and tear excepted. This Article does not supersede rights granted to Licensee in Article V, Section C(7) hereof.

Article XI.

Damage or Destruction of Premises.

Should any portion of the granted premises be partially damaged by fire or other casualty (unless caused by the negligence of Licensee) but not be rendered untenable thereby, such premises shall be repaired by Licensor at its expense as quickly as practicable; and, in such event, there shall be no abatement of the Minimum Annual Percentage Fee payable hereunder. In the event, however, that such damage from such fire or other casualty (unless caused by the negligence of Licensee) is so extensive as to render any portion of the premises untenable, the damage shall be repaired by Licensor, at its

expense, as quickly as practicable and the Minimum Annual Percentage Fee payable hereunder shall abate proportionately from the date of such damage until such time as the said premises shall again be tenantable. The Percentage Fee provided hereunder shall not be affected by such circumstances.

Should any portion of the granted premises be so extensively damaged by fire or other casualty (unless caused by the negligence of Licensee) as to render the same untenable, and should Licensor fail or refuse to repair or rebuild the same, Licensee shall be under no obligation to do so and shall be relieved of its obligation to continue the business formerly conducted by it in such area or areas, until such time as Licensor shall furnish Licensee with replacement space suitable to Licensee. In such event, the Fixed License Fee and Minimum Annual Percentage Fee payable hereunder with respect thereto shall abate, but the Percentage Fee provided hereunder shall not be affected.

Should the Terminal Building No. 3 at the Airport be damaged by fire or other casualty (unless casualty caused by the negligence of Licensee) or should any alterations or repairs be necessitated thereto as a result of which the traveling public is partially or totally diverted from those areas of the terminal in which Licensee is operating its concession (even if no actual damage is caused to the premises granted Licensee therein), the Fixed License Fee and Minimum Annual Percentage Fee payable hereunder shall, until such time as such diversion ceases, be totally abated (if the diversion is total) or reasonably and proportionately adjusted (if the diversion is partial) to reflect such interference with the normal operation of Licensee's business. Licensor and Licensee shall forthwith negotiate in good faith such reasonable fee adjustment. The Percentage Fee provided hereunder shall not be affected.

Should any portion of the granted premises be either partially, extensively or totally damaged by fire or other casualty caused in part or totally by the negligence of Licensee, the Commissioner of Aviation may in his sole discretion deem Licensee in default under Article XXIII hereof. Provided, however, that nothing herein contained shall in any way be construed as to limit any rights the City may have in law or equity against Licensee.

Article XII.

Insurance.

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

- (1) Worker's Compensation, with Employer's Liability limit not less than required by State of Illinois statute.
- (2) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations Coverage.

- (3) Comprehensive Automobile Liability Insurance with limits not less than \$500,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's non-ownership liability and hired auto coverage.
- (4) Property Insurance on tenant improvements, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the granted premises in an amount equal to the full replacement value of tenant improvements, fixtures and equipment.

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

- (1) Name as Additional Insured the City of Chicago and its members, and all of the officers, agents, and employees of each of them.
- (2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance 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 and City Comptroller

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

City of Chicago
121 North LaSalle
Street
Room 511 - City Hall
Chicago, Illinois 60602

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

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

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

Licensee expressly understands and agrees that any insurance protection furnished by Licensee hereunder shall in no way limit its responsibility to indemnify and save harmless Licensor under the provisions of Article XIV of this Agreement.

Article XIII.

"First Source" Agreement.

Licensee shall enter into an Agreement with the Mayor's Office of Employment and Training commonly known as and hereinafter referred to as a "First Source Agreement" for the recruitment, referral and placement of entry level employees required for the operation of any and all business under this Concession License Agreement. The Licensee shall commence negotiations for such First Source Agreement immediately upon execution of this Concession License Agreement and shall complete such negotiations and enter into said First Source Agreement with the Mayor's Office of Employment and Training within thirty (30) days and said First Source Agreement shall be attached to this Concession License Agreement and marked "Exhibit B" and shall become a binding part hereof.

*Article XIV.**Indemnity.*

The Licensee does hereby covenant and agree to indemnify, save harmless from and defend the Licensor against all fines, suits, claims, demands and actions of any kind and nature including but not limited to antitrust claims, (including reasonable attorney fees) arising by reason of any and/or all of its operations hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property arising by reason of any and/or all of its operations hereunder.

*Article XV.**Inspection.*

The Licensee shall allow the Licensor's authorized representative access to the granted premises at all reasonable hours, for the purpose of examining and inspecting said premises, for purposes necessary, incidental to or connected with the performance of its obligations hereunder, or in the exercise of Licensor's governmental functions. Licensor shall strive to keep such inspections from interfering with Licensees normal business operations.

*Article XVI.**Ingress and Egress.*

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

*Article XVII.**Assignment, Subletting, Change of Ownership.*

The Licensee shall not assign, transfer, pledge, surrender or otherwise encumber or dispose of this Agreement or any rights and privileges created thereby, or any interest in any portion of the same, and shall not permit any other person or persons, company or corporation to occupy the premises, without the consent of the City Council being first obtained.

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

Article XVIII.

Signs.

Licensee shall not erect, install, operate nor cause or permit to be erected, installed or operated in or upon the granted premises, the terminal buildings, or the Airport, any signs or other similar advertising device without first having obtained the Commissioner of Aviation's written consent thereto.

Article XIX.

Redelivery.

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

Article XX.

Concessionaire's Bond.

At the time of the execution of this Agreement, Licensee shall execute and deliver to the City Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety in the sum of Fifty Thousand and no/100 Dollars (\$50,000.00) which bond shall guarantee faithful performance of the provisions of this Agreement.

Article XXI.

*Subject to Airline Agreements, Non-Discrimination
and F.A.A. Requirements.*

A. This Agreement is subject to the provisions of Paragraph 4, Article XI of that certain Agreement entitled "Airport Use Agreement" of 1959 and the further provisions, including the right of cancellation of Section 6.04, Article VI of that certain Agreement entitled

"Lease of Terminal Facilities" of 1959 and the further provisions of that certain Agreement entitled: "Airport Use Agreement and Terminal Facilities Lease" of 1983 and to such other provisions of said related Agreements as may be pertinent as entered into between the City and Scheduled Airlines governing use and operation of the Airports.

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

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

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

Non-Discrimination in the Use of the Premises by Licensee.

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

Licensee for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, that (1) no person on the grounds of race, color, physical or mental handicap or national origin shall be excluded

from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, and (3) that Licensee shall use the granted premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

The breach of any of the above non-discrimination covenants, shall constitute cause for the City of Chicago to terminate this Agreement under the provisions of Article XXIII.

Article XXII.

Non-Waiver.

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

Article XXIII.

Default.

The entire Agreement is made upon condition that if the Licensee shall be in arrears in the payment of any of the license fees for a period of thirty (30) days, or if Licensee shall fail to operate the facilities herein as required or if Licensee shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failures or neglect shall continue for a period of thirty (30) days after the Licensor has notified Licensee in writing of Licensee's default hereunder and Licensee has failed to correct such default within said thirty (30) days (such thirty-day notification period shall not be construed to apply if Licensee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors), then in any of said cases or events, the Licensor, lawfully may, at its option, immediately or any time thereafter, without demand or notice, enter into, and upon the granted premises or any part thereof and in the name of the whole, and repossess the same and expel said Licensee and those claiming by, through, or under it, and remove its effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used, for arrearages of license fees or preceding breach of covenant. On the reentry aforesaid, this Agreement shall terminate.

Article XXIV.

Independence of Agreement.

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

owner, employee or agent of Licensee as agent, representative or employee of the Licensor for any purpose or in any manner whatsoever. The Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

Article XXV.

Rules, Regulations, Laws, Ordinances and Licenses.

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

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

Article XXVI.

Notices.

Notices to Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to the Department of Aviation, 20 North Clark Street, Room 3000 Floor, City Hall, Chicago, Illinois 60602, Attention: Commissioner, and notice to Licensee if sent by certified mail, postage prepaid, addressed to Licensee at 1313 North Ritchie Court, Suite 402, Chicago, Illinois 60610, Attention: Corporate Secretary or to such other addresses as the parties may designate to each other in writing from time to time.

Such notice shall be deemed effective upon mailing in compliance with this Article XXVI.

Article XXVII.

Paragraph Headings.

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

Article XXVIII.

Invalid Provisions.

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Article XXIX.

Prohibition of Recordation.

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

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

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

[Signature forms omitted for printing purposes.]

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

[Exhibit A attached to this Agreement is printed on
page 35125 of this Journal.]

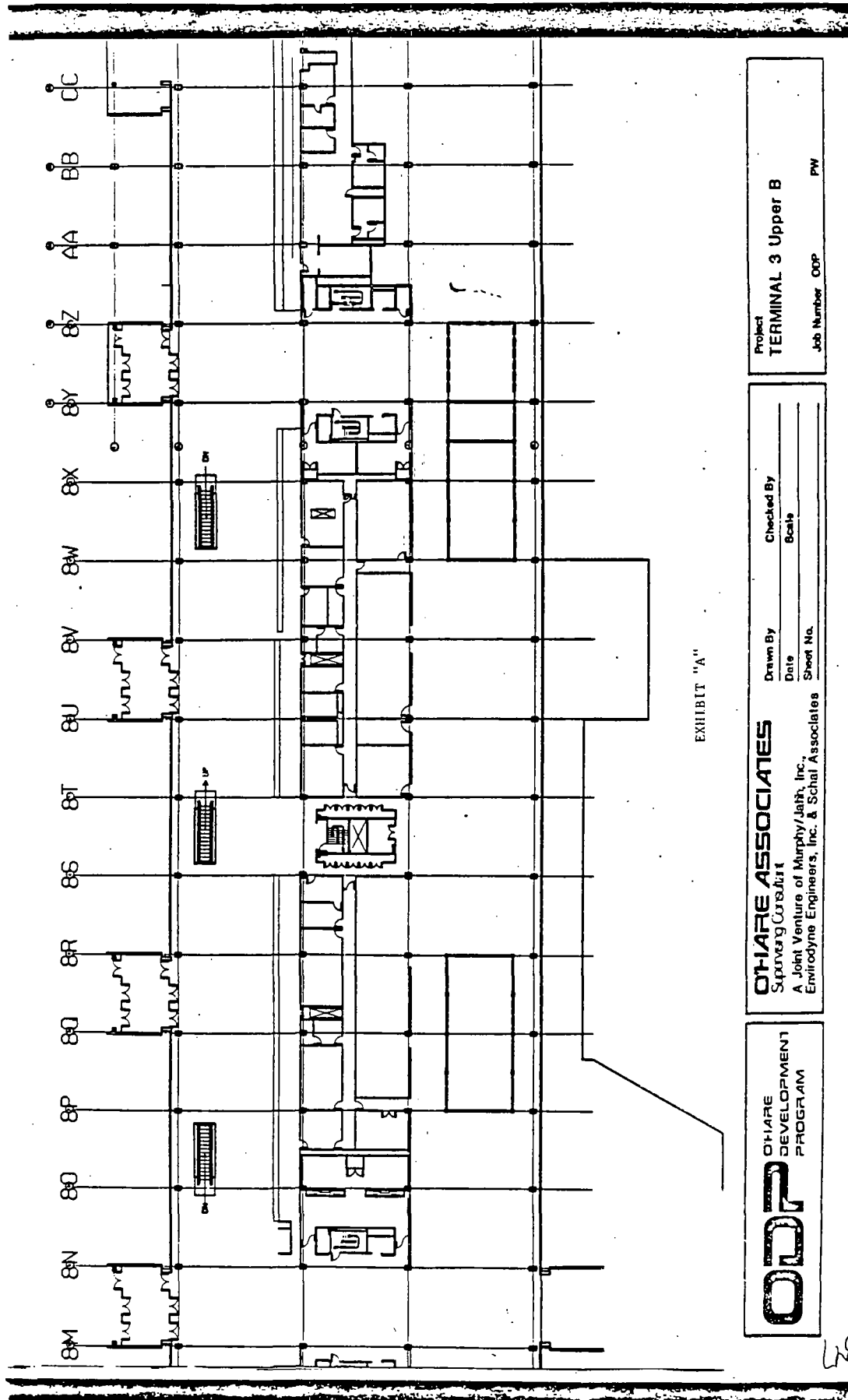
*Action Deferred -- EXECUTION OF COOKIE SHOP CONCESSION
LICENSE AGREEMENT WITH MRS. FIELDS COOKIES,
COLORADO, INCORPORATED AT CHICAGO-
O'HARE INTERNATIONAL AIRPORT.*

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

CHICAGO, October 21, 1986.

To the President and Members of the City Council:

(Continued on page 35126)



(Continued from page 35124)

Your Committee on Aviation, having had under consideration a proposed ordinance, authorizing the Mayor to execute in behalf of the City a Cookie Shop Concession License Agreement for Chicago-O'Hare International Airport (which was referred on September 29, 1986) begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

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

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

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 Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute in behalf of the City of Chicago a Cookie Store Concession License Agreement for certain premises in the Terminal Building at Chicago-O'Hare International Airport, said Agreement to be substantially in the following form:

Cookie Shop Concession License Agreement.

This Agreement (hereinafter referred to as this "Agreement"), made this _____ day of _____, 1986, between the City of Chicago, a Municipal Corporation of Illinois acting by and through its Department of Aviation, (hereinafter referred to as "Licensor") and Mrs. Fields Cookies, Colorado, Inc. a Delaware 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 DuPage, State of Illinois; and

Whereas, Licensee desires to obtain from Licensor a license to operate a concession with certain privileges and rights in the Airport's Terminal Building; and

Whereas, the Licensor deems it advantageous to itself and to its operation of the Airport to grant unto the Licensee a license to operate a concession area with the rights and privileges as herein set forth;

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

*Article I.**Premises.*

Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, for the purposes set forth herein, does hereby grant unto Licensee the following area at the Airport (sometimes referred to herein as the "licensed premises" or "premises"), all of which Licensee accepts, for the purposes set forth herein:

Space 3B254-U1, consisting of approximately 630 square feet in Terminal Building No. 3 as indicated in Exhibit "A" which is attached hereto and made a part hereof.

Or such other area or areas to which Licensee may be relocated pursuant to Article XXV.

The license with respect to any other area or areas or space may be terminated by the Licensor as specified in Paragraph C (7) of Article V, Paragraph A of Article XXI, Article XXIII or Article XXV.

*Article II.**Term.*

The Term of this Agreement shall be for a period of three (3) years, beginning the earlier of sixty (60) days after the approval of authorizing ordinance by the City Council of the City of Chicago or the first day of operations (such date to be referred to as the beginning date of this Agreement and to be confirmed immediately in writing by letter between Licensor and Licensee) and terminating on the last day of the thirty-sixth month following the beginning date.

Licensor reserves the right to request Licensee to operate an additional Cookie Shop or cart when traffic demands such addition facilities and upon the mutual agreement of Licensor and Licensee. Such additional granted areas will be subject to the provisions of all Articles of this Agreement, including a license fee of \$30.00 per square foot per annum and will be indicated on Exhibits added hereto and made a part hereof.

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

In the event that air transportation operations are discontinued at the Airport for an extended period of time, then the terms and conditions of this Agreement, shall thereafter no longer be operative, except as they apply to the payment of outstanding fees, the performance of covenants and obligations occurring prior to the date of such

discontinuance or to other specific conditions of termination or cancellation contained herein.

Article III.

License Fee.

A. During the term of this Agreement, Licensee agrees to pay Licensor:

1.) An annual fixed license fee equal to \$30.00 per square foot per annum for all granted areas, ("Fixed License Fee"), with payment equal to one-twelfth thereof, due each month, in advance;

2.) A percentage license fee of 19% of gross receipts derived by Licensee from operations at the Airport ("Percentage Fee"), provided that Licensee shall pay Licensor a minimum annual percentage fee of \$120,000.00 ("Minimum Annual Percentage Fee") for the twelve month period immediately following the first day of the month immediately following the beginning date of this Agreement. In any subsequent year of this Agreement, the minimum annual percentage fee shall be an amount equal to 80% of the actual amount paid in the previous year as percentage fee, but in no case is the minimum annual percentage fee for a subsequent year to be less than \$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. Schedule of Payments. Licensee shall pay each month in advance to the City Comptroller of the City of Chicago ("City Comptroller") the sum equal to 1/12 of the minimum annual percentage fee noted above. The initial payment of the minimum annual percentage fee is to be made on the first day of the month immediately following the beginning date of this Agreement.

Licensee, within fifteen (15) days of the end of each calendar month, shall pay to the City Comptroller the percentage fee for said calendar month less any amount prepaid as minimum annual percentage license fee for that month.

Licensee, within fifteen (15) days of the end of each calendar month, shall furnish a separate monthly report of gross receipts for each location at the Airport, certified by an officer of Licensee, to the City Comptroller and the Commissioner of Aviation of the City of Chicago ("Commissioner of Aviation").

Additional payments or refunds, required by adjustments, if any, for fees payable or paid in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by Paragraph C, of Article III. The minimum annual percentage fee, referred to in this Article is intended to be, and is, an annual percentage license fee and not a monthly license fee.

C. Records of Licensee. The Licensee shall, with respect to business done by it in said concession operation, keep true, complete and accurate accounts, records, books, and data, in accordance with generally accepted accounting procedures consistently applied which shall, among other things, show all sales made and services performed for cash, or credit, or

otherwise (without regard to whether paid or not) and also the gross receipts of said business, and the aggregate amount of all services and of all the Licensee's business done upon and within said concession area.

The term "gross receipts", as used herein, shall be construed to mean, for all the purposes thereof, the aggregate amount of all goods sold and services performed for cash, or credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all service for like property, or services, at the price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater.

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

Licensee agrees to maintain an adequate and reasonable system of internal control to insure that revenues are properly reported to the Licensor. Licensee's record keeping, accounting, and internal control procedure must be described by the Licensee in writing and submitted to the City Comptroller for approval prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

D. Books, Records, and Audits. Licensee, at all times during the term of this Agreement and for three (3) years following the termination hereof shall maintain at its office in Chicago or make available in Chicago, if requested; its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation and the City Comptroller or their duly authorized representatives, at reasonable times during business hours, and to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder.

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

independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to the Licensor.

The following is an example of an opinion which would satisfy these requirements (such opinion may be subject to additional requirements determined by Licensor):

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

In our opinion, the accompanying statement of receipts showing gross receipts of _____ presents fairly the amount of gross receipts, as defined in the Agreement, for the year ended _____".

If the opinion of the independent certified public accountant is qualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense. The Licensor may in its sole discretion cause an audit to be performed at Licensor's expense even if the opinion of the independent certified accountant is not qualified or conditional, provided, however, that if any discrepancies are discovered the cost of the audit shall be borne by Licensee.

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

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

F. Interest for Late Payment. Without waiving any other right of action available to Licensor in the event of delinquency by Licensee in its payment to Licensor for a period of thirty (30) days or more from the date as specified in Article III (B) and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of ten (10%) percent per annum from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee in which event the legal rate of interest shall prevail if money is determined to be owed.

Article IV.

General Description of the Concession.

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

Licensee shall be permitted to and shall sell on a non-exclusive basis in Terminal 3, the items listed below and none other:

The items included on a list entitled Initial Schedule of Merchandise, which is an attachment hereto and made a part hereof.

Except with the prior written approval of the Commissioner of Aviation, the Licensee shall not install or operate any coin-activated vending machines or devices of any nature, kind or type; nor shall Licensee engage in any activities or sell any items other than those enumerated above.

B. Conflicts between Concessions. In the event of a conflict between Licensee and any other licensee or concessionaire at the Airport as to the items and merchandise to be sold by the respective concessionaires or Licensees, Licensee agrees that the Commissioner of Aviation shall make the final decision as to which unspecified items of merchandise may be sold by the Licensee and Licensee agrees to be bounded by such decision of the Commissioner of Aviation.

Article V.

Investment by the Licensors and Licensee.

A. Licensee agrees, as a necessary condition of this Agreement, to completely furnish and fixture to the satisfaction of Licensors and to the extent necessary, the Concession Area on the upper level of Terminal 3 at Chicago-O'Hare International Airport. This construction is to begin immediately after approval of the plans and specifications by the Department of Public Works of the City of Chicago, and shall be completed such that a certificate of occupancy may issue not later than ninety (90) days following the day of approval of the authorizing ordinance by City Council of the City of Chicago. All such improvements, decor and equipment as are specified hereinafter as the responsibility of the Licensee, shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense, and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensors, in the minimum amount of One Hundred Eighty-five Thousand and no/100 Dollars (\$185,000.00).

B. Installations by the Licensors and by the Licensee. In the concession area designated on Exhibit "A", the Licensors will provide:

- (1) Finished floors.
- (2) General illumination.

- (3) Adequate heat and ventilation, the adequacy to be determined by the Licensor.
- (4) Enclosure walls and folding doors in any open wall areas of the concession areas, such enclosure walls and folding doors to be of a type, color, and design which is compatible with other similar installations in the terminals.
- (5) Electrical service.

In these same spaces the Licensee will provide to the reasonable satisfaction of Licensor:

- (1) All necessary improvements not provided by the Licensor including, but not limited to counters, cabinets, interior partitions, enclosures, doors, additional lighting fixtures, decorations and all other fixtures, equipment and supplies.
- (2) All equipment, furniture, furnishings and fixtures necessary in the proper conduct of Licensee's business.
- (3) Electrical outlets provided in suitable numbers and locations.

C. Improvements, Equipment and Decor installed by Licensee at the Airport.

1.) Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession areas more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the Airport.

2.) Plans and specifications, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner of Aviation and the Commissioner of Public Works of the City of Chicago ("Commissioner of Public Works").

3.) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the Concession Area shall be subject at all times to inspection by Licensor without additional cost to Licensee. Licensee shall give or cause to be given to the Commissioner of Aviation and the Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications and all applicable governmental laws, ordinance, rules and regulations.

4.) Licensee shall reimburse Licensor for the cost of reviewing said plans and specifications, inspections or other related engineering services upon receipt of a warrant from Licensor. Licensee may deduct that portion of such cost of review that exceeds \$750.00 from Licensee's initial payment of minimum percentage license fee.

5.) Licensee except as otherwise provided in Article VII shall at all times throughout the term hereof maintain the improvements (including those installed by Licensor) and all other portions of the granted premises in good and serviceable condition and repair.

6.) Licensee shall keep the granted premises and the improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof by Licensee: provided, however, that Licensee may in good faith contest the validity of any lien sought to be imposed provided Licensee provides Licensor with such bonds or security that may be reasonably requested by Licensor.

7.) In the event that the granted premises are reasonably required for other Airport purposes prior to the expiration of this Agreement, the Commissioner of Aviation may upon sixty (60) days advance written notice to the Licensee direct Licensee to vacate the same provided that Licensor, within sixty (60) days after Licensee's removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures, fixtures, and improvements constructed and installed thereon: such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof.

D. Concession Area Layout and Decoration. The Licensee shall be entitled to layout the space as it desires, subject to written approval of the Commissioner of Aviation in advance of any installation.

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall make no alterations, additions or replacements without obtaining the Commissioner of Aviation's written approval in advance thereof. The Licensee shall obtain prior approval from the Commissioner of Aviation and the Commissioner of Public Works before installing, at its own expense, any equipment which requires new electrical or plumbing connections or changes in those installed on the premises as of the effective date of this Agreement.

Article VI.

Obligations of Licensee.

A. Hours of Operation. The concession at Chicago-O'Hare International Airport shall be open to serve the public at least twelve (12) hours each day, seven days a week, provided, however, that if the Commissioner of Aviation deems it necessary to better serve the public, the Licensee agrees to remain open for longer periods as directed in writing by said Commissioner of Aviation.

B. Type of Operation. The Licensee shall operate the concession in accordance with the highest standards for this type of operation at other major airport terminal buildings. Products offered shall be top quality, dispensed in compliance with all applicable federal, state and local laws, ordinances and regulations. The service shall at all times be prompt, clean, courteous and efficient. Licensee shall at all times keep the shelves and display cases fully stocked and filled and all window and other displays visually attractive.

C. Personnel. The Licensee's employees shall be clean, courteous, efficient and neat in appearance. Employees of Licensee while on duty shall be identified as such by uniform or name badge. The Licensee shall not employ any person or persons in or about the granted premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. Licensee agrees to dispense with the services of any employee whose conduct the Commissioner of Aviation reasonably feels is detrimental to the best interest of the Licensor.

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

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

F. Concession Operation. The Licensee shall bear at his own expense all costs of operating the concession, and shall pay in addition to the abovementioned license fee all other costs connected with the use of the premises and facilities, rights and privileges granted, including, but not limiting the generality thereof, maintenance, cleaning of glass enclosures inside and out, insurance, any and all taxes, janitorial service and supplies, and shall pay for all permits and licenses required by law.

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

H. Maintenance. Licensee shall maintain the licensed premises, including all of installed improvements (whether installed by Licensor or Licensee) trade fixtures, enclosure walls and doors in good order, condition and repair, keeping the same clean, safe, functioning, and sanitary.

Article VII.

Obligations of Licensor.

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

Licensor will not furnish janitorial service, interior or exterior window cleaning or custodial services anywhere on the granted premises.

Article VIII.

Quality and Price Control.

A. Merchandise. Licensee acknowledges the desire and obligation of Licensor to provide the public and the air traveler high quality merchandise and a high level of public service. Therefore, Licensee covenants and agrees to offer for sale from the granted premises only high quality merchandise at prices not to exceed the prices customarily charged for similar merchandise in high quality Chicago metropolitan area operations. Licensee's initial schedule of merchandise items to be offered for sale from the granted premises, and the prices to be charged therefore, shall be delivered to Licensor prior to commencement of this Agreement. Thereafter, prices may be decreased or increased as mutually agreed by Licensee and Licensor. In the event that Licensee adds merchandise items Licensee shall submit to Licensor not less than annually a schedule of such new merchandise items to be offered for sale on the granted premises and the prices to be charged therefore. Thereafter, prices for such new items may be decreased or increased in the same manner as aforesaid. It is specifically understood and agreed that, where a suggested retail price is printed on any item, the price charged by Licensee for said item shall not exceed the printed price. If in the opinion of the Commissioner of Aviation, the selection of items offered is inadequate in general or at any particular concession location, if the merchandise is not of high quality, if any of said prices, charges and rates are excessive or if any of said items is found to be objectionable for display and/or sale in a public facility, the Commissioner of Aviation shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices, or quality within thirty (30) days of being advised in writing by the Commissioner of Aviation shall be cause for default by Licensor, under the provisions of Article XXIII.

B. Inspection and Review. At Licensor's discretion, responsible representatives of Licensor and Licensee will make a complete inspection of Licensee's operations, including a review of the quality of service, merchandise and prices, maintenance of premises, furnishings and equipment and such other items as Licensor may wish to inspect or review.

Article IX.

Interruptions, Reduction and Cancellation of Operations.

In the event of an interruption or reduction in concession services beyond the control of Licensee, including but not limited to acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline service, riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion, revolutions, civil war, hostilities, war, the declaration or existence of a national emergency and conditions arising therefrom, and such interruption or reduction of services results in reduction in gross receipts of thirty (30%) percent or greater in the granted premises, based upon the previous three (3) months average sales, Licensor agrees that the obligation of Licensee for payment of the Minimum Annual Percentage Fee shall be abated proportionately for subsequent month(s) after a thirty (30) day period in direct relation to gross receipts generated by each affected location and such abatement shall continue until such time as the gross receipts obtain a level equal to eighty (80%) percent of the average monthly gross receipts for such location during the three (3) month period preceding the

abatement, at which time the full Minimum Annual Percentage Fee shall again be paid by Licensee. The Percentage Fee shall not be affected.

This Agreement shall be subject to cancellation by the Licensee in the event of any one or more of the following events:

- (1) The permanent abandonment of the Airport or Terminal Building.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of said Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction remaining in force at least ninety (90) days which prevents or substantially restrains the use of the concession area granted by this Agreement.
- (4) The breach by the Licensor in the performance of any covenant or agreement herein required to be performed by the Licensor and the failure of the Licensor to remedy such breach for a period of sixty (60) days after receipt from the Licensee of written notice to remedy the same.

Article X.

Property Rights Upon Termination.

Upon the termination of this Agreement, through passage of time or otherwise, Licensee shall aid the Licensor in all ways possible in continuing the business of operating a concession in said terminal building(s) uninterrupted. Licensee further agrees to sell any or all Licensee's furniture, furnishings, fixtures and equipment. In the event the Licensor exercises its option to purchase any or all of said furniture, furnishings, fixtures, and equipment, it is agreed that the purchase price shall be the fair market value of such items at the date of such termination. If the parties are unable to agree upon the fair market value, it is agreed that each party shall appoint an appraiser and the two so appointed shall name a third appraiser and that the three appraisers so named shall determine the fair market value of such items, which determination shall be final and binding upon the parties hereto.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Licensee shall have no further claim, right, title or interest in or to any of the improvements installed by it under this Agreement, including but not limited to, the enclosure walls and doors, subject, however, to Licensor's right to require Licensee to remove all or any portion of said improvements, equipment, fixtures, and facilities and to restore the premises, wherein the same were installed, or the affected portions thereof, to their original condition, reasonable wear and tear excepted. This Article does not supersede rights granted to Licensee in Article V, Section C.(7) hereof.

Article XI.

Damage or Destruction of Premises.

Should any portion of the granted premises be partially damaged by fire or other casualty (unless caused by the negligence of Licensee) but not be rendered untenable thereby, such premises shall be repaired by Licensor at its expense as quickly as practicable; and, in such event, there shall be no abatement of the Minimum Annual Percentage Fee payable hereunder. In the event, however, that such damage from such fire or other casualty (unless caused by the negligence of Licensee) is so extensive as to render any portion of the premises untenable, the damage shall be repaired by Licensor at its expense as quickly as practicable and the Minimum Annual Percentage Fee payable hereunder shall abate proportionately from the date of such damage until such time as the said premises shall again be tenantable. The Percentage Fee provided hereunder shall not be affected by such circumstances.

Should any portion of the granted premises be so extensively damaged by fire or other casualty (unless caused by the negligence of Licensee) as to render the same untenable, and should Licensor fail or refuse to repair or rebuild the same, Licensee shall be under no obligation to do so and shall be relieved of its obligation to continue the business formerly conducted by it in such area or areas, until such time as Licensor shall furnish Licensee with replacement space suitable to Licensee. In such event, the Fixed License Fee and Minimum Annual Percentage Fee payable hereunder with respect thereto shall abate, but the Percentage Fee provided hereunder shall not be affected.

Should the Terminal Building No. 3 at the Airport be damaged by fire or other casualty (unless caused by the negligence of Licensee) or should any alterations or repairs be necessitated thereto as a result of which the traveling public is partially or totally diverted from those areas of the terminal in which Licensee is operating its concession (even if no actual damage is caused to the premises granted Licensee therein), the Fixed License Fee and Minimum Annual Percentage Fee payable hereunder shall, until such time as such diversion ceases, be totally abated (if the diversion is total) or reasonably and proportionately adjusted (if the diversion is partial) to reflect such interference with the normal operation of Licensee's business. Licensor and Licensee shall forthwith negotiate in good faith such reasonable fee adjustment. The Percentage Fee provided hereunder shall not be affected.

Should any portion of the granted premises be either partially, extensively or totally damaged by fire or other casualty caused in part or totally by the negligence of Licensee, the Commissioner of Aviation may in his sole discretion deem Licensee in default under Article XXIII hereof. Provided, however, that nothing herein contained shall in any way be construed as to limit any rights the City may have in law or equity against Licensee.

*Article XII.**Insurance.*

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

- (1) Worker's Compensation, with Employer's Liability limit not less than mandated by State of Illinois statute.
- (2) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations Coverage.
- (3) Comprehensive Automobile Liability Insurance with limits not less than \$500,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's non-ownership liability and hired auto coverage.
- (4) Property Insurance on tenant improvements, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the granted premises in an amount equal to the full replacement value of tenant improvements, fixtures and equipment.

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

- (1) Name as Additional Insured the City of Chicago and its members, and all of the officers, agents, and employees of each of them.
- (2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies shall be Endorsed to Provide:

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

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

and City Comptroller
City of Chicago
121 North LaSalle
Street
Room 511, City Hall
Chicago, Illinois 60602

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

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

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

Licensee expressly understands and agrees that any insurance protection furnished by Licensee hereunder shall in no way limit its responsibility to indemnify and save harmless Licensor under the provisions of Article XIV of this Agreement.

Article XIII.

"First Source" Agreement.

Licensee shall enter into an Agreement with the Mayor's Office of Employment and Training commonly known as and hereinafter referred to as "First Source Agreement" for the recruitment, referral and placement of entry level employees required for the operation of any and all business under this Concession License Agreement. The Licensee shall commence negotiations for such First Source Agreement immediately upon execution of this Concession Agreement and shall complete such negotiations and enter into said First Source Agreement with the Mayor's Office of Employment and Training within thirty (30) days and said First Source Agreement shall be attached to this Concession License Agreement and marked "Exhibit B" and shall become a binding part hereof.

Article XIV.

Indemnity.

The Licensee does hereby covenant and agree to indemnify, save harmless from and defend the Licensor against all fines, suits, claims, demands and actions of any kind and nature including but not limited to antitrust claims, (including reasonable attorney fees) arising by reason of any and/or all of its operations hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property arising by reason of any and/or all of its operations hereunder.

Article XV.

Inspection.

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

Article XVI.

Ingress and Egress.

Subject to rules and regulations governing the use of the Airport, the Licensee, his agents and servants, patrons and invitees, and his suppliers of service and furnishers or material shall have the right of reasonable ingress to and egress from the granted premises, provided, however, that the suppliers of services, furnishings, materials, or stock

shall do so in such reasonable manner and at such times so as not to interfere with normal Airport operations.

Article XVII.

Assignment, Subletting, Change of Ownership.

The Licensee shall not assign, transfer, pledge, surrender or otherwise encumber or dispose of this Agreement or any rights and privileges created thereby, or any interest in any portion of the same and shall not permit any person or persons, company or corporation to occupy the premises, without the consent of the City Council being first obtained.

Any substantial change in ownership or proprietorship of Licensee, which has not received the prior written approval of the Commissioner of Aviation and which in the opinion of the Commissioner is not in the best interest of the City or the public, shall be subjected to the remedies available in Article XXIII hereof.

Article XVIII.

Signs.

Licensee shall not erect, install, operate nor cause or permit to be erected, installed or operated in or upon the granted premises, the terminal buildings, or the Airport, any signs or other similar advertising device without first having obtained the Commissioner of Aviation's written consent thereto.

Article XIX.

Redelivery.

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

Article XX.

Concessionaire's Bond.

At the time of the execution of this Agreement, Licensee shall execute and deliver to the City Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety in the sum of Sixty Thousand Dollars and no/100 Dollars (\$60,000.00) which bond shall guarantee faithful performance of the provisions of this Agreement.

Article XXI.

*Subject to Airline Agreements, Non-Discrimination and
F.A.A. Requirements.*

A. This Agreement is subject to the provisions of Paragraph 4, Article XI of that certain Agreement entitled "Airport Use Agreement" of 1959 and the further provisions, including the right of cancellation of Section 6.04, Article VI of that certain Agreement entitled: "Airport Use Agreement and Terminal Facilities Lease" of 1983 and to such other provisions of said related Agreements as may be pertinent as entered into between the City and Scheduled Airlines governing use and operation of the Airports.

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

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

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

Non-Discrimination in the Use of the Premises by Licensee.

This Agreement involves the construction of, use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program and the

Federal Aviation Administration, and therefore involves activity which services the public.

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

The breach of any of the above non-discrimination covenants, shall constitute cause for Licensor to terminate this Agreement under the provisions of Article XXIII.

Article XXII.

Non-Waiver.

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

Article XXIII.

Default.

The entire Agreement is made upon condition that if the Licensee shall be in arrears in the payment of any of the license fees for a period of thirty (30) days, or if Licensee shall fail to operate the facilities herein as required or if Licensee shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failures or neglect shall continue for a period of thirty (30) days after the Licensor has notified Licensee in writing of Licensee's default hereunder and Licensee has failed to correct such default within said thirty (30) days (such thirty-day notification period shall not be construed to apply if Licensee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors), then in any of said cases or events, the Licensor lawfully may, at its option, immediately or any time thereafter without demand or notice, enter into, and upon the granted premises or any part thereof and in the name of the whole, and repossess the same and expel said Licensee and those claiming by, through, or under it, and remove its effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used, for arrearages of license fees or preceding breach of covenant. On the reentry aforesaid, this Agreement shall terminate.

Article XXIV.

Independence of Agreement.

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

Article XXV.

Rules, Regulations, Laws, Ordinances and Licenses.

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

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

Article XXVI.

Notices.

Notices to Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to the Department of Aviation, 20 North Clark Street, Room 3000, Chicago, Illinois 60602, Attention: Commissioner, and notice to Licensee if sent by certified mail, postage prepaid, addressed to Licensee at 333 Main Street, Park City, Utah 84060, Attention: Corporate Secretary, or to such other addresses as the parties may designate to each other in writing from time to time.

Such notices shall be deemed effective upon mailing in compliance with this Article XXVI.

Article XXVII.

Paragraph Headings.

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

Article XXVIII.

Invalid Provisions.

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction the invalidity of any such covenant, condition or provisions shall in no way affect any other covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Article XXIX.

Prohibition of Recordation.

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

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

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

[Signature forms omitted for printing purposes.]

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

[Exhibit A printed on page 35145 of this Journal.]

Initial Schedule of Merchandise attached to this Agreement reads as follows:

Initial Schedule of Merchandise.

Cookies

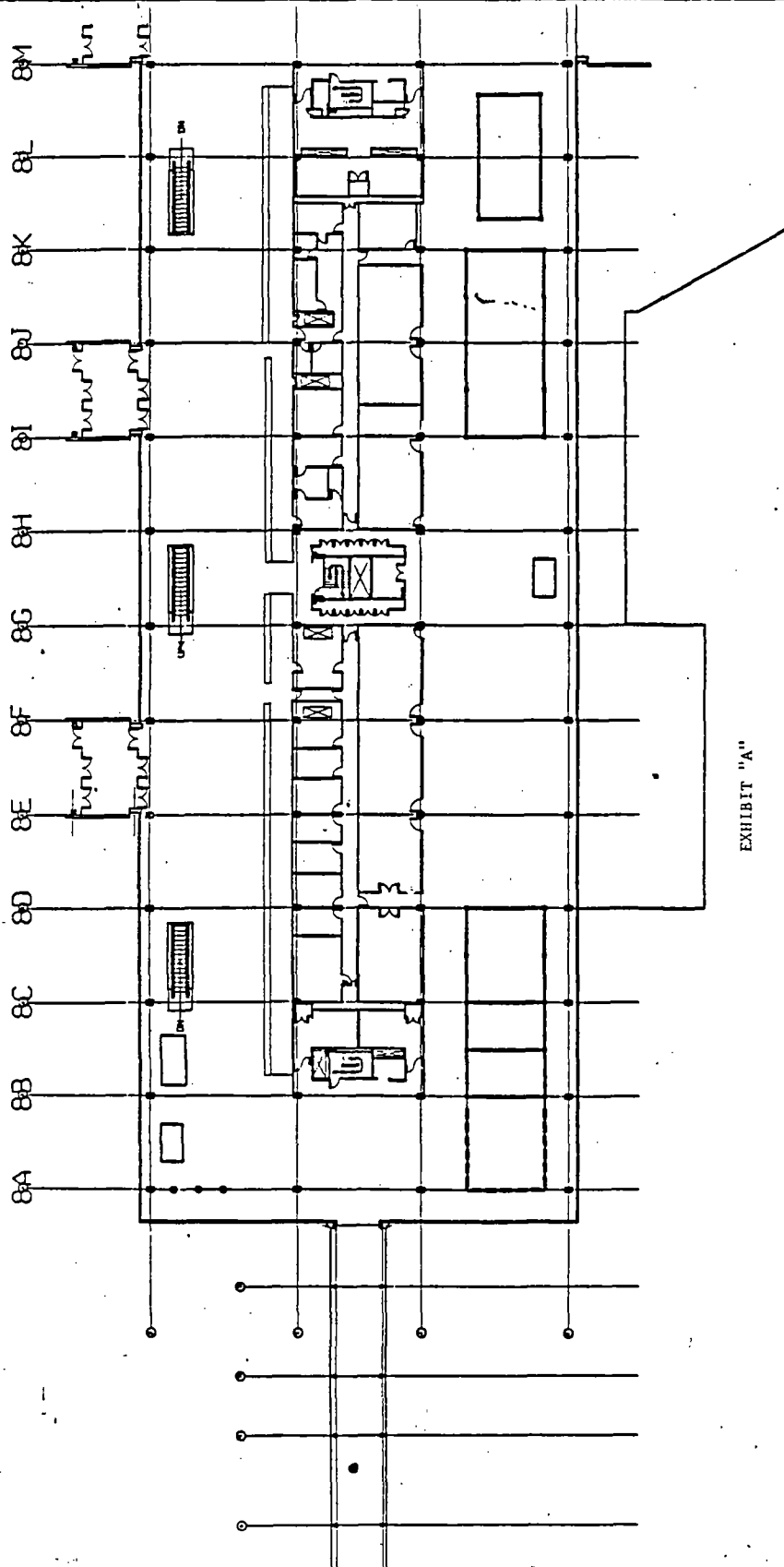
Brownies

Muffins

Sweet Rolls

Milk, Coffee, Tea

(Continued on page 35146)



Project
TERMINAL 3 Upper A
Job Number OOP PW

O'HARE ASSOCIATES
Sponsoring Consultant
A Joint Venture of Murphy/Jahn, Inc.,
Envirodyne Engineers, Inc. & Schal Associates

Drawn By _____ Checked By _____
Date _____ Scale _____
Sheet No. _____

OOP O'HARE
DEVELOPMENT
PROGRAM

(Continued from page 35144)

Carbonated Soft Drinks

Macademia Nut Products

Ice Cream (cones, cups)

Gift Tins, Boxes, Packages.

Action Deferred -- EXECUTION OF AMERICAN INDIAN SHOP
CONCESSION LICENSE AGREEMENT WITH GREAT
LAKES TRADING, INCORPORATED AT
CHICAGO-OHARE INTERNATIONAL
AIRPORT.

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

CHICAGO, October 27, 1986.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance, authorizing the Mayor to execute in behalf of the City an American Indian Shop Concession License Agreement for O'Hare International Airport (which was referred on September 29, 1986) begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

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

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

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 Mayor, subject to the attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago an American Indian 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:

American Indian Shop Concession License Agreement.

This Agreement (hereinafter referred to as this "Agreement"), made this _____ day of _____, 1986, between the City of Chicago, a Municipal Corporation of Illinois, acting by and through its Department of Aviation, (hereinafter referred to as "Licensor") and Great Lakes Trading Inc. a Minnesota 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 DuPage, State of Illinois; and

Whereas, Licensee desires to obtain from Licensor a license to operate a concession with certain privileges and rights in the Airport's Terminal Building; and

Whereas, the Licensor deems it advantageous to itself and to its operation of the Airport to grant unto the Licensee a license to operate a concession area with the rights and privileges as herein set forth;

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

Article I.

Premises.

Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, for the purposes set forth herein does hereby grant unto Licensee the following area at the Airport (sometimes referred to herein as the "licensed premises" or "premises"), all of which Licensee accepts, for the purposes set forth herein:

Space 3B252-U1, consisting of approximately 375 square feet in Terminal Building No. 3 as indicated in Exhibit "A" which is attached hereto and made a part hereof;

Space 3B252-B1, consisting of approximately 200 square feet in Terminal Building No. 3 as indicated in Exhibit "B" which is attached hereto and made a part hereof.

Or such other area or areas to which Licensee may be relocated pursuant to Article XXV.

The license with respect to any other area or areas or space may be terminated by the Licensor as specified in Paragraph C (7) of Article V, Paragraph A of Article XXI, Article XXIII or Article XXV.

*Article II.**Term.*

The term of this Agreement shall be for a period of five (5) years, beginning the earlier of ninety (90) days after the approval of authorizing ordinance by the City Council of the City of Chicago or the first day of operations (such date to be referred to as the beginning date of this Agreement and to be confirmed immediately in writing by letter between Licensor and Licensee) and terminating on the last day of the sixtieth month following the beginning date.

Licensor reserves the right to request Licensee to operate an additional American Indian Shop if traffic demands such additional facilities and upon the mutual agreement of Licensor and Licensee. Such additional granted areas will be subject to the provisions of all Articles of this Agreement, including a license fee of \$30.00 per square foot per annum and will be indicated on Exhibits added hereto and made a part hereof.

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

In the event that air transportation operations are discontinued at the Airport for an extended period of time, then the terms and conditions of this Agreement, shall thereafter no longer be operative, except as they apply to the payment of outstanding fees, the performance of covenants and obligations occurring prior to the date of such discontinuance or to other specific conditions of termination or cancellation contained herein.

*Article III.**License Fee.*

A. During the term of this Agreement, Licensee agrees to pay Licensor:

1.) An annual fixed license fee equal to \$30.00 per square foot per annum for all granted areas, ("Fixed License Fee"), with payment equal to one-twelfth thereof, due each month, in advance.

2.) In addition to the Fixed License Fee, a percentage license fee of 18% of gross receipts derived by Licensee from operations at the Airport ("Percentage Fee"), or Licensee shall pay Licensor a Minimum Annual Percentage Fee of \$63,648 ("Minimum Annual Percentage Fee") for the twelve month period immediately following the first day of the month immediately following the beginning date of this Agreement, whichever is greater. In any subsequent year of this Agreement, the Minimum Annual Percentage Fee shall be an amount equal to 80% of the actual amount paid in the previous year as Percentage Fee, but in no case is the Minimum Annual Percentage Fee, for a subsequent year to be less than \$63,648 or the direct proportion of that amount that the elapsed time bears to a full

year, in the case that the final portion of this Agreement, or any extension of this Agreement, is not a full year.

B. Schedule of Payments. Licensee shall pay each month in advance to the City Comptroller of the City of Chicago ("City Comptroller") the sum equal to 1/12 of the Minimum Annual Percentage Fee noted above. The initial payment of a Minimum Annual Percentage Fee is to be made on the first day of the month immediately following the beginning date of this Agreement.

Licensee, within (15) days of the end of each calendar month, shall pay to the City Comptroller the Percentage Fee for said calendar month less any amount prepaid as Minimum Annual Percentage Fee for that month.

Licensee, within fifteen (15) days of the end of each calendar month, shall furnish a separate monthly report of gross receipts for each location at the Airport, certified by an officer of Licensee, to the City Comptroller and the Commissioner of Aviation of the City of Chicago ("Commissioner of Aviation").

Additional payments or refunds, required by adjustments, if any, for fees payable or paid in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by Paragraph C of Article III. The Minimum Annual Percentage Fee, referred to in this Article is intended to be, and is, an annual percentage license fee and not a monthly license fee.

C. Records of Licensee. The Licensee shall, with respect to business done by it in said concession operation, keep true, complete and accurate accounts, records, books, and data, in accordance with generally accepted accounting procedures consistently applied, which shall, among other things, show all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not) and also the gross receipts of said business, and the aggregate amount of all services and of all the Licensee's business done upon and within said concession area.

The term "gross receipts", as used herein, shall be construed to mean, for all the purposes thereof, the aggregate amount of all goods sold and services performed for cash, or credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all service for like property, or services, at the price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater.

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

Licensee agrees to maintain an adequate and reasonable system of internal control to insure that revenues are properly reported to the Licensor. Licensee's recordkeeping, accounting, and internal control procedure must be described by the Licensee in writing and submitted to the City Comptroller for approval prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

D. Books, Records and Audits. Licensee, at all times during the term of this Agreement and for three (3) years following the termination hereof shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation and the City Comptroller or their duly authorized representatives, at reasonable times during business hours, and to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder.

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

The following is an example of an opinion which would satisfy these requirements (such opinion may be subject to additional requirements as determined by Licensor):

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

In our opinion, the accompanying statement of receipts showing gross receipts of _____ presents fairly the amount of gross receipts, as defined in the Agreement, for the year ended _____."

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

Licensee's expense. The Licensor may in its sole discretion cause an audit to be performed at City's expense even if the opinion of the independent certified public accountant is not qualified or conditional, provided, however, that if any discrepancies are discovered, the cost of the audit shall be borne by Licensee.

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

F. Interest for Late Payment. Without waiving any other right of action available to Licensor in the event of delinquency by Licensee in its payment to Licensor for a period of thirty (30) days or more from the date as specified in Article III (B) and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of ten (10%) percent *per annum* from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee in which event the legal rate of interest shall prevail if money is determined to be owed.

Article IV.

General Description of the Concession.

A. Merchandise. Licensee shall have the right to operate an American Indian shop concession at the Airport and in connection therewith, shall have the right to and shall sell items subject to the prior approval of the Commissioner of Aviation and to the limitations set forth below. Licensee shall engage in no other business activity on the Airport or premises and shall not sell items other than those enumerated below on the basis indicated without written authorization of the Commissioner of Aviation.

- (1) Licensee shall be permitted to and shall sell on an exclusive basis in Terminal 3, the items listed below and none other:

Products handmade by American Indians

- (2) Licensee shall be permitted to and shall sell on a non-exclusive basis the items listed below and none other:

The items included on a list entitled Initial Schedule of Merchandise, which is an attachment hereto and made a part hereof.

Except with prior written approval of the Commissioner of Aviation, the Licensee shall not install or operate any coin-activated vending machines or devices of any nature, kind or type; nor shall he engage in any activities or sell any items other than those enumerated above.

B. Conflicts between Concessions. In the event of a conflict between Licensee and any other licensee or concessionaire at the Airport as to the items and merchandise to be sold by the respective concessionaire or Licensees, Licensee agrees that the Commissioner of Aviation shall make the final decision as to which unspecified items of merchandise may be

sold by the Licensee and Licensee agrees to be bounded by such decision of the Commissioner of Aviation.

Article V.

Investment by the Licensor and Licensee.

A. Licensee agrees, as a necessary condition of this Agreement, to completely furnish and fixture to the satisfaction of Licensor and to the extent necessary, the Concession Area on the upper level of Terminal No. 2 at Chicago-O'Hare International Airport. This construction is to begin immediately after approval of the plans and specifications by the Department of Public Works of the City of Chicago, and shall be completed such that a certificate of occupancy may issue not later than ninety (90) days following the day of approval of the authorizing ordinance by City Council of the City of Chicago. All such improvements, decor and equipment as are specified hereinafter as the responsibility of the Licensee, shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense, and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensor, in the minimum amount of Sixty Thousand and no/100 Dollars (\$60,000.00).

B. Installations by the Licensor and by the Licensee. In the concession area designated on Exhibit "A", the Licensor will provide:

- (1) Finished floors.
- (2) General illumination.
- (3) Adequate heat and ventilation, the adequacy to be determined by the Licensor.
- (4) Enclosure walls and folding doors in any open wall areas of the concession areas, such enclosure walls and folding doors to be of a type, color, and design which is compatible with other and similar installations in the terminals.
- (5) Electrical service.

In these same spaces the Licensee will provide to the reasonable satisfaction of Licensor:

- (1) All necessary improvements not provided by the Licensor including, but not limited to counters, cabinets, interior partitions, enclosures, doors, additional lighting fixtures, decorations and all other fixtures, equipment and supplies.
- (2) All equipment, furniture, furnishings and fixtures necessary in the proper conduct of Licensee's business.
- (3) Electrical outlets provided in suitable numbers and locations.

C. Improvements, Equipment and Decor installed by Licensee at the Airport:

1.) Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession areas more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the Airport.

2.) Plans and specifications, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner of Aviation and the Commissioner of Public Works of the City of Chicago ("Commissioner of Public Works").

3.) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the Concession Area shall be subject at all times to inspection by Licensor without additional cost to Licensee. Licensee shall give or cause to be given to the Commissioner of Aviation and the Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications and all applicable governmental laws, ordinances, rules and regulations.

4.) Licensee shall reimburse Licensor for the cost of reviewing said plans and specifications, inspections or other related engineering services upon receipt of a warrant from Licensor. Licensee may deduct that portion of such cost of review that exceeds \$750.00 from Licensee's initial payment of minimum percentage license fee.

5.) Licensee, except as otherwise provided in Article VII, shall at all times throughout the term hereof maintain the improvements (including those installed by Licensor) and all other portions of the granted premises in good and serviceable condition and repair.

6.) Licensee shall keep the granted premises and the improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof by Licensee; provided, however, that Licensee may in good faith contest the validity of any lien sought to be imposed provided Licensee provides Licensor with such bonds or security that may be reasonably requested by Licensor.

7.) Licensor, by and through the Commissioner of Aviation, reserves the right to require of Licensee during the term of this Agreement, the relocation of installed improvements within the Terminal Buildings or the exchange of any of the granted premises for other areas of equivalent size and exposure to the traveling public where and when in the opinion of said Commissioner same is necessary for the proper functioning of the Airport. In the event that the granted premises are reasonably required for other Airport purposes prior to the expiration of this Agreement and other areas of equivalent size and exposure are not available, the Commissioner of Aviation may upon sixty (60) days advance written notice to the Licensee direct Licensee to vacate the same provided that Licensor, within sixty (60) days after Licensee's removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures, fixtures, and improvements constructed and installed thereon; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof. On the aforesaid

vacation by Licensee and payment of Licensor, the Agreement as it applies to the vacated premises shall terminate.

D. Concession Area Layout and Decoration. The Licensee shall be entitled to layout the space as it desires, subject to written approval of the Commissioner of Aviation in advance of any installation.

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall make no alterations, additions or replacements, other than items of ordinary repair and maintenance without obtaining the Commissioner of Aviation's written approval in advance thereof. The Licensee shall obtain prior approval from the Commissioner of Aviation and the Commissioner of Public Works before installing, at its own expense, any equipment which requires new electrical or plumbing connections or changes in those installed on the premises as of the effective date of this Agreement.

Article VI.

Obligations of Licensee.

A. Hours of Operation. The concession at Chicago-O'Hare International Airport shall be open to serve the public at least twelve (12) hours each day, seven days a week, provided, however, that if the Commissioner of Aviation deems it necessary to better serve the public, the Licensee agrees to remain open for longer periods as directed in writing by said Commissioner of Aviation.

B. Type of Operation. The Licensee shall operate the concession in accordance with the highest standards for this type of operation at other major airport terminal buildings. Products offered shall be top quality, dispensed in compliance with all applicable federal, state and local laws, ordinances and regulations. The service shall at all times be prompt, clean, courteous and efficient. Licensee shall at all times keep the shelves and display cases fully stocked and filled and all window and other displays visually attractive.

C. Personnel. The Licensee's employees shall be clean, courteous, efficient and neat in appearance. Employees of Licensee while on duty shall be identified as such by uniform or name badge. The Licensee shall not employ any person or persons in or about the granted premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. Licensee agrees to dispense with the services of any employee whose conduct the Commissioner of Aviation reasonably feels is detrimental to the best interest of the Licensor.

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

E. Trash, Garbage, etc. Licensor will remove all refuse disposed of in designated areas, however, the Licensee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. The Licensee shall provide and use suitable covered metal receptacles for all garbage, trash, and other refuse on or in connection with the granted

premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the granted premises, is forbidden. Such trash, garbage, and other refuse shall be disposed of between the hours of 12:00 midnight and 8:00 a.m. each day in a place to be designated by the Commissioner of Aviation.

F. Concession Operation. The Licensee shall bear at his own expense all costs of operating the concession, and shall pay in addition to the abovementioned license fee all other costs connected with the use of the premises and facilities, rights and privileges granted, including, but not limiting the generality thereof: maintenance, cleaning of glass enclosures inside and out, insurance, any and all taxes, janitorial service and supplies, and shall pay for all permits and licenses required by law.

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

H. Maintenance. Licensee shall maintain the licensed premises, including all of installed improvements (whether installed by Licensor or Licensee) trade fixtures, enclosure walls and doors in good order, condition and repair, keeping the same clean, safe, functioning, and sanitary.

Article VII.

Obligations of Licensor.

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

Licensor will not furnish janitorial service, interior or exterior window cleaning or custodial services anywhere on the granted premises.

Article VIII.

Quality and Price Control.

A. Merchandise. Licensee acknowledges the desire and obligation of Licensor to provide the public and the air traveler high quality merchandise and a high level of public service. Therefore, Licensee covenants and agrees to offer for sale from the granted premises only high quality merchandise at prices not to exceed the prices customarily charged for similar merchandise in high quality Chicago metropolitan area operations. Licensee's initial schedule of merchandise items to be offered for sale from the granted premises, and the prices to be charged therefore, shall be delivered to Licensor prior to commencement of this Agreement. Thereafter, prices may be decreased or increased as mutually agreed by Licensee and Licensor. In the event that Licensee adds merchandise items Licensee shall submit to Licensor not less than annually a schedule of such new merchandise items to be offered for sale on the granted premises and the prices to be charged therefore. Thereafter, prices for such new items may be decreased or increased in the same manner as aforesaid. It is specifically understood and agreed that, where a suggested retail price is printed on

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

B. Inspection and Review. At Licensor's discretion, responsible representatives of Licensor and Licensee will make a complete inspection of Licensee's operations, including a review of the quality of service, merchandise and prices, maintenance of premises, furnishings and equipment and such other items as Licensor may wish to inspect or review.

Article IX.

Interruptions, Reduction and Cancellation of Operations.

In the event of an interruption or reduction in concession services beyond the control of Licensee, including but not limited to acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline service, riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion, revolutions, civil war, hostilities, war, the declaration or existence of a national emergency and conditions arising therefrom, and such interruption or reduction of services results in reduction in monthly gross receipts of thirty (30%) percent or greater in the granted premises, based upon the previous three (3) months average sales, Licensor agrees that the obligation of Licensee for payment of the Minimum Annual Percentage Fee shall be abated proportionately for subsequent month(s) after a thirty-day (30) period in direct relation to the reduction in gross receipts generated by each affected location and such abatement shall continue until such time as the monthly gross receipts obtain a level equal to eighty (80%) percent of the average monthly gross receipts for such location during the three (3) month period preceding the abatement, at which time the full Minimum Annual Percentage Fee shall again be paid by Licensee. The Percentage Fee shall not be affected.

This Agreement shall be subject to cancellation by the Licensee in the event of any one or more of the following events:

- (1) The permanent abandonment of the Airport or Terminal Building.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of said Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction remaining in force at least ninety (90) days which prevents or substantially restrains the use of the concession area granted by this Agreement.

- (4) The breach by the Licensor in the performance of any covenant or agreement herein required to be performed by the Licensor and the failure of the Licensor to remedy such breach for a period of sixty (60) days after receipt from the Licensee of written notice to remedy the same.

Article X.

Property Rights Upon Termination.

Upon the termination of this Agreement, through passage of time or otherwise, Licensee shall aid the Licensor in all ways possible in continuing the business of operating a concession in said terminal building(s) uninterruptedly. Licensee further agrees to sell any or all Licensee's furniture, furnishings, fixtures and equipment. In the event the Licensor exercises its option to purchase any or all of said furniture, furnishings, fixtures, and equipment, it is agreed that the purchase price shall be the fair market value of such items at the date of such termination. If the parties are unable to agree upon the fair market value, it is agreed that each party shall appoint an appraiser and the two so appointed shall name a third appraiser and that the three appraisers so named shall determine the fair market value of such items, which determination shall be final and binding upon the parties hereto.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Licensee shall have no further claim, right, title or interest in or to any of the improvements installed by it under this Agreement, including but not limited to, the enclosure walls and doors, subject, however, to Licensor's right to require Licensee to remove all or any portion of said improvements, equipment, fixtures, and facilities and to restore the premises, wherein the same were installed, or the affected portions thereof, to their original condition, reasonable wear and tear excepted. This Article does not supersede rights granted to Licensee in Article V, Section C.(7) hereof.

Article XI.

Damage or Destruction of Premises.

Should any portion of the granted premises be partially damaged by fire or other casualty (unless caused by the negligence of Licensee) but not be rendered untenable thereby, such premises shall be repaired by Licensor at its expense as quickly as practicable; and, in such event, there shall be no abatement of the Minimum Annual Percentage Fee payable hereunder. In the event, however, that such damage from such fire or other casualty (unless caused by the negligence of Licensee) is so extensive as to render any portion of the premises untenable, the damage shall be repaired by Licensor at its expense as quickly as practicable and the Minimum Annual Percentage Fee payable hereunder shall abate proportionately from the date of such damage until such time as the said premises shall again be tenable. The Percentage Fee provided hereunder shall not be affected by such circumstances.

Should any portion of the granted premises be so extensively damaged by fire or other casualty (unless caused by the negligence of Licensee) as to render the same untenable, and should Licensor fail or refuse to repair or rebuild the same, Licensee shall be under no

obligation to do so and shall be relieved of its obligation to continue the business formerly conducted by it in such area or areas, until such time as Licensor shall furnish Licensee with replacement space suitable to Licensee. In such event, the Fixed License Fee and Minimum Annual Percentage Fee payable hereunder with respect thereto shall abate, but the Percentage Fee provided hereunder shall not be affected.

Should the Terminal Building No. 3 at the Airport be damaged by fire or other casualty (unless caused by the negligence of Licensee) or should any alterations or repairs be necessitated thereto as a result of which the traveling public is partially or totally diverted from those areas of the terminal in which Licensee is operating its concession (even if no actual damage is caused to the premises granted Licensee therein), the Fixed License Fee and Minimum Annual Percentage Fee payable hereunder shall, until such time as such diversion ceases, be totally abated (if the diversion is total) or reasonably and proportionately adjusted (if the diversion is partial) to reflect such interference with the normal operation of Licensee's business. Licensor and Licensee shall forthwith negotiate in good faith such reasonable fee adjustment. The percentage fee provided hereunder shall not be affected.

Should any portion of the granted premises be either partially, extensively or totally damaged by fire or other casualty caused in part or totally by the negligence of the Licensee, the Commissioner of Aviation may in his sole discretion deem Licensee in default under Article XXIII hereof. Provided, however, that nothing herein contained shall in any way be construed as to limit any rights the City may have in law or equity against Licensee.

Article XII.

Insurance.

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

- (1) Worker's Compensation, with Employer's Liability limit not less than mandated by State of Illinois statute.
- (2) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations Coverage.
- (3) Comprehensive Automobile Liability Insurance with limits not less than \$500,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's non-ownership liability and hired auto coverage.
- (4) Property Insurance on tenant improvements, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the granted premises in an amount equal to the full replacement value of tenant improvements, fixtures and equipment.

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

- (1) Name as Additional Insured the City of Chicago and its members, and all of the officers, agents, and employees of each of them.
- (2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies Shall Be Endorsed To Provide:

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

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

and City Comptroller
City of Chicago
121 North LaSalle
Street
Room 511 - City Hall
Chicago, Illinois 60602

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

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

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

Licensee expressly understands and agrees that any insurance protection furnished by Licensee hereunder shall in no way limit its responsibility to indemnify and save harmless Licensor under the provisions of Article XIV of this Agreement.

Article XIII.

"First Source" Agreement.

Licensee shall enter into an Agreement with the Mayor's Office of Employment and Training commonly known as and hereinafter referred to as a "First Source Agreement" for the recruitment, referral and placement of entry level employees required for the operation of any and all business under this Concession License Agreement. The Licensee shall commence negotiations for such First Source Agreement immediately upon execution of this Concession Agreement and shall complete such negotiations and enter into said First Source Agreement with the Mayor's Office of Employment and Training within thirty

(30) days and said First Source Agreement shall be attached to this Concession License Agreement and marked "Exhibit B" and shall become a binding part hereof.

Article XIV.

Indemnity.

The Licensee does hereby covenant and agree to indemnify, save harmless from and defend the Licensor against all fines, suits, claims, demands and actions of any kind and nature including but not limited to antitrust claims, (including reasonable attorney fees) arising by reason of any and/or all of its operations hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property arising by reason of any and/or all of its operations hereunder.

Article XV.

Inspection.

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

Article XVI.

Ingress and Egress.

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

Article XVII.

Assignment, Subletting, Change of Ownership.

The Licensee shall not assign, transfer, pledge, surrender or otherwise encumber or dispose of this Agreement or any rights and privileges created thereby, or any interest in any portion of the same, and shall not permit any other person or persons, company or corporation to occupy the premises, without the consent of the City Council being first obtained.

Any substantial change in ownership or proprietorship of Licensee, which has not received the prior written approval of the Commissioner of Aviation and which in the opinion of the Commissioner is not in the best interest of the City or the public, shall be subjected to the remedies available in Article XXIII hereof.

*Article XVIII.**Signs.*

Licensee shall not erect, install, operate nor cause or permit to be erected, installed or operated in or upon the granted premises, the terminal buildings, or the Airport, any signs or other similar advertising device without first having obtained the Commissioner of Aviation's written consent thereto.

*Article XIX.**Redelivery.*

Licensee will make no unlawful or offensive use of the granted premises and will at the expiration of this Agreement, through the passage of time or otherwise or upon any sooner termination thereof without notice, quit and deliver up said premises to the Licenser and those having its estate in the premises, peaceably, quietly and in as good order and condition, reasonable use and wear excepted, as the same now are or may hereafter be placed by the Licensee or the Licenser.

*Article XX.**Concessionaire's Bond.*

At the time of the execution of this Agreement, Licensee shall execute and deliver to the City Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety in the sum of Thirty Thousand and no/100 Dollars (\$30,000.00) which bond shall guarantee faithful performance of the provisions of this Agreement.

*Article XXI.**Subject to Airline Agreement, Non-Discrimination
and F.A.A. Requirements.*

A. This Agreement is subject to the provisions of Paragraph 4, Article XI of that certain Agreement entitled: "Airport Use Agreement" of 1959 and the further provisions, including the right of cancellation of Section 6.04, Article VI of that certain Agreement entitled: "Airport Use Agreement and Terminal Facilities Lease" of 1983 and to such other provisions of said related Agreements as may be pertinent as entered into between the City and Scheduled Airlines governing use and operation of the Airports.

B. Licensee, in performing under this Agreement, shall not discriminate against any worker, employee, or applicant, or any member of the public, because of race, creed, color, religion, age, sex, national origin, or physical or mental handicap, nor otherwise commit an unfair employment practice. Licensee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, national origin or physical or mental handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or

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

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

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

Non-Discrimination in the Use of the Premises by Licensee.

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

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

The breach of any of the above non-discrimination covenants, shall constitute cause for the City of Chicago to terminate this Agreement under the provisions of Article XXIII.

Article XXII.

Non-Waiver.

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

*Article XXIII.**Default.*

The entire Agreement is made upon condition that if the Licensee shall be in arrears in the payment of any of the license fee for a period of thirty (30) days, or if Licensee shall fail to operate the facilities herein as required or if said Licensee shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failures or neglect shall continue for a period of thirty (30) days after the Licensor has notified Licensee in writing of Licensee's default hereunder and Licensee has failed to correct such defaults within said thirty (30) days (such thirty-day notification period shall not be construed to apply if Licensee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors), then in any of said cases or events, the Licensor, lawfully may, at its option, immediately or any time thereafter without demand or notice, enter into, and upon the granted premises or any part thereof and in the name of the whole, and repossess the same and expel said Licensee and those claiming by, through, or under it, and remove its effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used, for arrearages of license fees or preceding breach of covenant. On the reentry aforesaid, the Agreement shall terminate.

*Article XXIV.**Independence of Agreement.*

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

*Article XXV.**Rules, Regulations, Laws, Ordinances and Licenses.*

The Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airports, Terminal Buildings, and related facilities, which Licensee agrees to observe and obey. The Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state and county and municipal governments which may be applicable to its operations at the Airport and shall

obtain and maintain all permits and licenses necessary for its operation at the Airport. Licensee further agrees to pay all taxes imposed by law on the property or operation.

Article XXVI.

Notices.

Notices to Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to the Department of Aviation, 20 North Clark Street, Room 3000, Chicago, Illinois 60602, Attention: Commissioner, and notice to Licensee if sent by certified mail, postage prepaid, addressed to Licensee at Minneapolis-St. Paul International Airport, c/o Touch The Earth, Inc., St. Paul, Minnesota 55117, Attention: Corporate Secretary or to such other addresses as the parties may designate to each other in writing from time to time.

Such notice shall be deemed effective upon mailing in compliance with this Article XXVI.

Article XXVII.

Paragraph Headings.

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

Article XXVIII.

Invalid Provisions.

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Article XXIX.

Prohibition of Recordation.

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

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

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

[Signature forms omitted for printing purposes.]

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

[Exhibit printed on page 35166 of this Journal.]

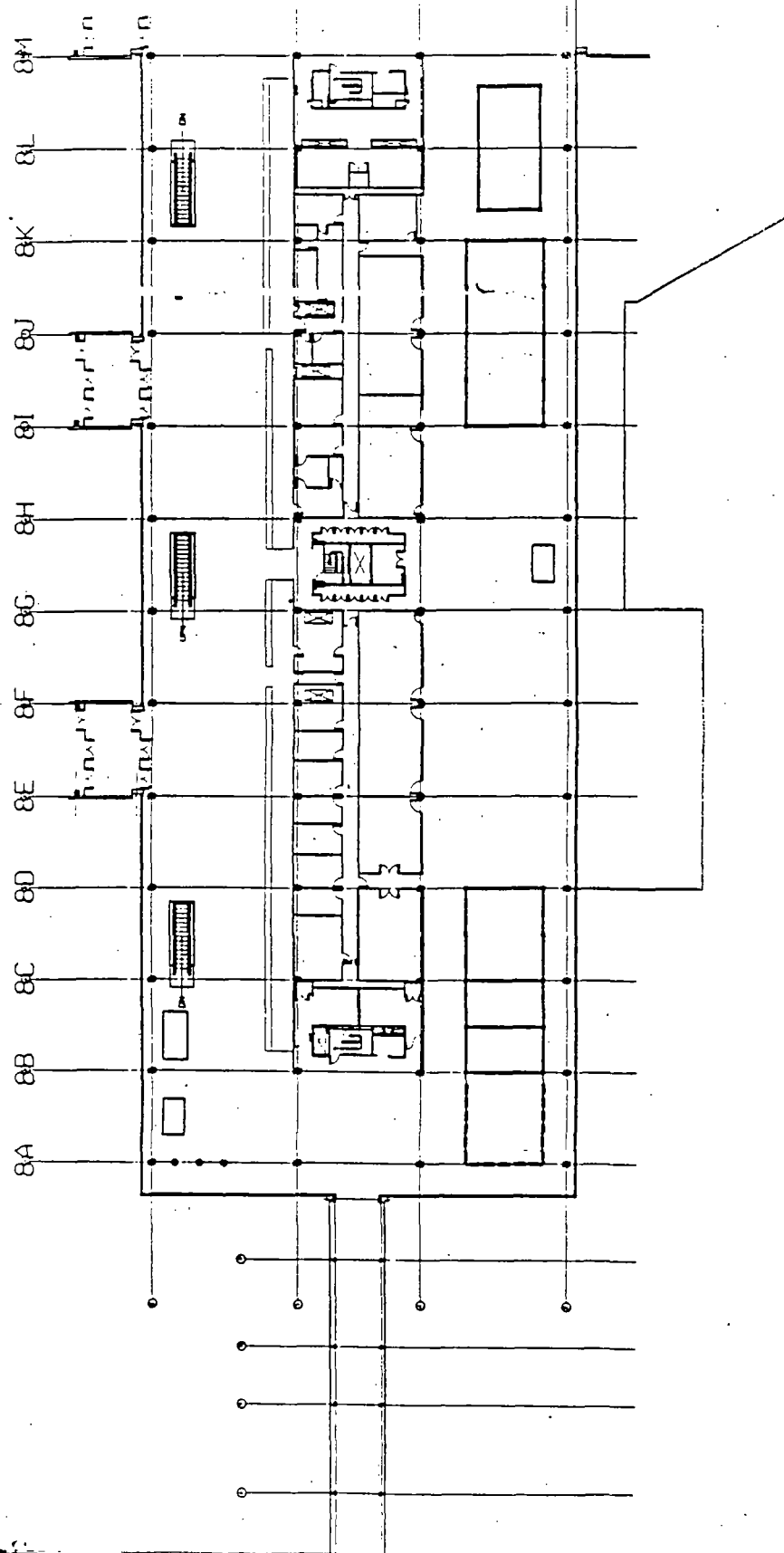
Initial Schedule of Merchandise attached to this Agreement reads as follows:

*Initial Schedule of Merchandise
Products.*

Great Lakes Trading Company will carry unique Native American products and related items, and supportive merchandise to cover a broad range of interests and wide range of pricing. The store will feature various goods associated with the tribes of North America. These will include collectable artifacts such as headdresses, dance shields, kachinas, ceremonial pipes, beaded moccasins, rugs, blankets, masks, ceremonial fans, pottery, snowshoes, sand paintings, sculpture, fetishes, etc., ranging in price from \$3.50 to \$850.00

Other Indian Products Include:	Price Range	
Pipestone pipes, jewelry, sculpture	\$4.50	\$200.00
Soapstone sculpture	2.50	55.00
Birchbark toys, canoes	2.25	95.00
Bark, ash and willow baskets	4.50	80.00
Quill and beadwork jewelry	8.00	125.00
Dolls	2.95	85.00
Pottery	3.50	150.00
Sand paintings	4.00	160.00
Hand stretched furs	95.00	195.00
Southwestern silver and turquoise jewelry	3.50	1,800.00
Northwest coast silver jewelry	18.00	120.00
Art prints	8.00	240.00

(Continued on page 35167)



Project
TERMINAL 3 Upper A
 Job Number 006 PW

CHARE ASSOCIATES
 Structural Engineers
 A Joint Venture of Murphy/Jarvis Inc.
 Engineering Engineers, Inc. & Schull Associates

Drawn By _____
 Date _____
 Sheet No. _____
 Checked By _____
 Date _____

CHARE ASSOCIATES
 DEVELOPMENT
 PROGRAM

(Continued from page 35165)

Other Indian Products Include:	Price Range	
Tamarack decoys	27.00	- \$160.00
American Indian food products	.50	- 11.25
Handmade toys and games	4.50	- 16.50
Related Indian Support Merchandise Includes:		
Hudson Bay blankets	85.00	- 250.00
Themed cards, stationary items	.95	- 8.50
Black Hills gold jewelry	9.00	- 125.00
Themed plush	4.00	- 35.00
North American game and bird mounts	95.00	- 3,200.00
Animal wood carvings	12.00	- 120.00
Leather goods	1.25	- 65.00
Moccasins	14.00	- 28.00
Themed T-shirts	7.50	- 19.50
Arrowheads	.50	- 3.50
Related books	1.50	- 19.50
Indian style Jewelry	1.50	- 9.50
Themed souvenirs	.95	- 12.95
Themed buckles	4.50	- 29.50

Action Deferred -- EXECUTION OF CELTIC PRODUCTS SHOP
CONCESSION LICENSE AGREEMENT WITH CELTIC
CURRENTS, INCORPORATED AT CHICAGO-
O'HARE INTERNATIONAL AIRPORT.

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

CHICAGO, October 21, 1986.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance, authorizing the Mayor to execute in behalf of the City a Celtic Products Shop Concession License Agreement for O'Hare International Airport (which was referred on September 29, 1986) begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

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

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

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 Mayor, subject to the attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago a Celtic Products 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:

Celtic Products Shop Concession License Agreement.

This Agreement (hereinafter referred to as this "Agreement"), made this ____ day of _____, 1986, between the City of Chicago, a municipal corporation of Illinois acting by and through its Department of Aviation, (hereinafter referred to as "Licensor") and Celtic Currents, 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 DuPage, State of Illinois; and

Whereas, Licensee desires to obtain from Licensor a license to operate a concession with certain privileges and rights in the Airport's Terminal Building; and

Whereas, the Licensor deems it advantageous to itself and to its operation of the Airport to grant unto the Licensee a license to operate a concession area with the rights and privileges as herein set forth;

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

Article I.

Premises.

Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, for the purposes set forth herein, does hereby grant unto Licensee the following area at the Airport (sometimes referred to herein as the "licensed premises" or "premises"), all of which Licensee accepts, for the purposes set forth herein:

Space 2B255-U1, consisting of approximately 375 square feet in Terminal Building No. 3 as indicated in Exhibit "A" which is attached hereto and made a part hereof.

Space 2A255-B1, consisting of approximately 200 square feet in Terminal Building No. 3 as indicated in Exhibit "B" which is attached hereto and made a part hereof.

Or such other area or areas to which Licensee may be relocated pursuant to Article XXV.

The license with respect to any other area or space may be terminated by the Licensor as specified in Paragraph C (7) of Article V, Paragraph A of Article XXI, Article XXIII or Article XXV.

Article II.

Term.

The term of this Agreement shall be for a period of three (3) years, beginning the earlier of ninety (90) days after the approval of authorizing ordinance by the City Council of the City of Chicago or the first day of operations (such date to be referred to as the beginning date of this Agreement and to be confirmed immediately in writing by letter between Licensor and Licensee) and terminating on the last day of the thirty-sixth month following the beginning date.

Licensor reserves the right to request Licensee to operate an additional Celtic Products Shop if traffic demands such additional facilities and upon the mutual agreement of Licensor and Licensee. Such additional granted areas will be subject to the provisions of all Articles of this Agreement, including a license fee of \$30.00 per square foot per annum and will be indicated on Exhibits added hereto and made a part hereof.

In the event Licensee shall, with the consent of the Licensor, hold over and remain in possession of the premises after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall

only create an occupancy from month-to-month on the same terms, conditions, and covenants, including consideration, herein contained.

In the event that air transportation operations are discontinued at the Airport for an extended period of time, then the terms and conditions of this Agreement, shall thereafter, no longer be operative, except as they apply to the payment of outstanding fees, the performance of covenants and obligations occurring prior to the date of such discontinuance or to other specific conditions of termination or cancellation contained herein.

Article III.

License Fee.

A. During the term of this Agreement, Licensee agrees to pay Licensors:

1.) An annual fixed license fee equal to \$30.00 per square foot per annum for all granted areas, ("Fixed License Fee") with payment equal to one-twelfth thereof, due each month, in advance.

2.) In addition to the Fixed License Fee a percentage license fee of 20% of gross receipts derived by Licensee from operations at the Airport ("Percentage Fee") or Licensee shall pay Licensors a Minimum Annual Percentage Fee of \$63,000 ("Minimum Annual Percentage Fee") for the twelve month period immediately following the first day of the month immediately following the beginning date of this Agreement, whichever is greater. In any subsequent year of this Agreement, the annual minimum percentage fee shall be an amount equal to 80% of the actual amount paid in the previous year as percentage fee, but in no case is the minimum annual percentage fee, for a subsequent year to be less than \$63,000 or the direct proportion of that amount that the elapsed time bears to a full year, in the case that the final portion of this Agreement, or any extension of this Agreement, is not a full year.

B. Schedule of Payments. Licensee shall pay each month in advance to the City Comptroller of the City of Chicago ("City Comptroller") the sum equal to 1/12 of the annual minimum percentage fee noted above. The initial payment of the annual minimum percentage fee is to be made on the first day of the month immediately following the beginning date of this Agreement.

Licensee, within fifteen (15) days of the end of each calendar month, shall pay to the City Comptroller the percentage fee for said calendar month less any amount prepaid as annual minimum percentage license fee for that month.

Licensee, within fifteen (15) days of the end of each calendar month, shall furnish a separate monthly report of gross receipts for each location at the Airport, certified by an officer of Licensee, to the City Comptroller and the Commissioner of Aviation of the City of Chicago ("Commissioner of Aviation").

Additional payments or refunds, required by adjustments, if any, for fees payable or paid in excess of amount paid as required above shall be made concurrent with the submission of

the annual "Statement of Sales and Fees" required by Paragraph C of Article III. The minimum percentage fee, referred to in this Article is intended to be, and is, an annual percentage license fee and not a monthly license fee.

C. Records of Licensee. The Licensee shall, with respect to business done by it in said concession operation, keep true, complete and accurate accounts, records, books, and data, in accordance with generally accepted accounting procedures consistently applied which shall, among other things, show all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not) and also the gross receipts of said business, and the aggregate amount of all services and of all the Licensee's business done upon and within said concession area.

The term "gross receipts", as used herein, shall be construed to mean, for all the purposes thereof, the aggregate amount of all goods sold and services performed for cash, or credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all service for like property, or services, at the price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater.

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

Licensee agrees to maintain an adequate and reasonable system of internal control to insure that revenues are properly reported to the Licensor. Licensee's record keeping, accounting, and internal control procedure must be described by the Licensee in writing and submitted to the City Comptroller for approval prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

D. Books, Records, and Audits. Licensee, at all times during the term of this Agreement and for three (3) years following the termination hereof shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation and the City Comptroller or their duly authorized representatives, at reasonable times during business hours, and to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder.

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

The following is an example of an opinion which would satisfy these requirements (such opinion may be subject to additional requirements as determined by Licenser):

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

In our opinion, the accompanying statement of receipts showing gross receipts of _____ presents fairly the amount of gross receipts, as defined in the Agreement, for the year ended _____".

If the opinion of the independent certified public accountant is qualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense. The Licenser may in its sole discretion cause an audit to be performed at City's expense even if the opinion of the independent certified accountant is not qualified or conditional, provided, however, that if any discrepancies are discovered the cost of the audit shall be borne by Licensee.

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

E. *Pro Rata* Payment. If the commencement or termination of this Agreement fall upon any date other than the first or last day of any calendar month, the applicable fees and charges for said month shall be paid by Licensee to Licenser *pro rata* in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

F. Interest for Late Payment. Without waiving any other right of action available to Licenser in the event of delinquency by Licensee in its payment to Licenser for a period of thirty (30) days or more from the date as specified in Article III (B) and without waiving the interest specified herein upon acceptance of said payment. Licensee shall pay to Licenser interest thereon at the rate of ten (10%) percent per annum from the date such

item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee in which event the legal rate of interest shall prevail if money is determined to be owed.

Article IV.

General Description of the Concession.

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

- (1) Licensee shall be permitted to and shall sell on an exclusive basis in Terminal 2, the items listed below and none other:

Products handmade in Ireland, Scotland and Wales, which are approved by the Commissioner of Aviation.

- (2) Licensee shall be permitted to and shall sell on an exclusive basis the items listed below and none other:

The items included on a list entitled Initial Schedule of Merchandise, which is an attachment hereto and made a part hereof.

Except with the prior written approval of the Commissioner of Aviation, the Licensee shall not install or operate any coin-activated vending machines or devices of any nature, kind or type; nor shall he engage in any activities or sell items other than those enumerated above.

B. Conflicts between Concessions. In the event of a conflict between Licensee and any other licensee or concessionaire at the Airport as to the items and merchandise to be sold by the respective concessionaire or Licensees, Licensee agrees that the Commissioner of Aviation shall make the final decision as to which unspecified items of merchandise may be sold by the Licensee and Licensee agrees to be bounded by such decision of the Commissioner of Aviation.

Article V.

Investment by the Licensor and Licensee.

A. Licensee agrees, as a necessary condition of this Agreement, to completely furnish and fixture to the satisfaction of Licensor and to the extent necessary, the Concession Area on the upper level of Terminal No. 2 at Chicago-O'Hare International Airport. This construction is to begin immediately after approval of the plans and specifications by the Department of Public Works of the City of Chicago, and shall be completed such that a

certificate of occupancy may issue not later than ninety (90) days following the day of approval of the authorizing ordinance by City Council of the City of Chicago. All such improvements, decor and equipment as are specified hereinafter as the responsibility of the Licensee, shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense, and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensor, in the minimum amount of Thirty Thousand and no/100 Dollars (\$30,000.00).

B. Installations by the Licensor and by the Licensee. In the concession area designated on Exhibit "A", the Licensor will provide:

- (1) Finished floors.
- (2) General illumination.
- (3) Adequate heat and ventilation, the adequacy to be determined by the Licensor.
- (4) Enclosure walls and folding doors in any open wall areas of the concession areas, such enclosure walls and folding doors to be of a type, color, and design which is compatible with other and similar installations in the terminals.
- (5) Electrical service.

In these same spaces the Licensee will provide to the reasonable satisfaction of Licensor:

- (1) All necessary improvements not provided by the Licensor including, but not limited to counters, cabinets, interior partitions, enclosures, doors, additional lighting fixtures, decorations and all other fixtures, equipment and supplies.
- (2) All equipment, furniture, furnishings and fixtures necessary in the proper conduct of Licensee's business.
- (3) Electrical outlets provided in suitable numbers and locations.

C. Improvements, Equipment and Decor installed by Licensee at the Airport:

1.) Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession areas more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the Airport.

2.) Plans and specifications, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner of Aviation and the Commissioner of Public Works of the City of Chicago ("Commissioner of Public Works").

3.) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the Concession Area shall be

subject at all time to inspection by Licensor without additional cost to Licensee. Licensee shall give or cause to be given to the Commissioner of Aviation and the Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications and all applicable governmental laws, ordinances, rules and regulations.

4.) Licensee shall reimburse Licensor for the cost of reviewing said plans and specifications, inspections or other related engineering services upon receipt of a warrant from Licensor. Licensee may deduct that portion of such cost of review that exceeds \$750.00 from Licensee's initial payment of minimum percentage license fee.

5.) Licensee except as otherwise provided in Article VII shall at all times throughout the term hereof maintain the improvements (including those installed by Licensor) and all other portions of the granted premises in good and serviceable condition and repair.

6.) Licensee shall keep the granted premises and the improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof by Licensee; provided, however, that Licensee may in good faith contest the validity of any lien sought to be imposed provided Licensee provides Licensor with such bonds or security that may be reasonably requested by Licensor

7.) Licensor, by and through the Commissioner of Aviation, reserves the right to require of Licensee, during the term of this Agreement, the relocation of installed improvements within the Terminal buildings or the exchange of any of the granted premises for other areas of equivalent size and exposure to the traveling public where and when in the opinion of said Commissioner same is necessary for the proper functioning of the Airport. In the event that the granted premises are reasonably required for other Airport purposes prior to the expiration of this Agreement and other areas of equivalent size and exposure are not available, the Commissioner of Aviation may upon sixty (60) days advance written notice to the Licensee direct Licensee to vacate the same provided that Licensor, within sixty (60) days after Licensee removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures, fixtures, and improvements constructed and installed thereon; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof. On the aforesaid vacation by Licensee and payment by Licensor, this Agreement as it applies to the vacated premises shall terminate.

D. Concession Area Layout and Decoration. The Licensee shall be entitled to layout the space as it desires, subject to written approval of the Commissioner of Aviation in advance of any installation.

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall make no alterations, additions or replacements, other than items of ordinary repair and maintenance without obtaining the Commissioner of Aviation's written approval in advance thereof. The Licensee shall obtain prior approval from the Commissioner of Aviation and the Commissioner of Public Works before installing, at its

own expense, any equipment which requires new electrical or plumbing connections or changes in those installed on the premises as of the effective date of this Agreement.

Article VI.

Obligations of Licensee.

A. Hours of Operation. The concession at Chicago-O'Hare International Airport shall be open to serve the public at least twelve (12) hours each day, seven days a week, provided, however, that if the Commissioner of Aviation deems it necessary to better serve the public, the Licensee agrees to remain open for longer periods as directed in writing by said Commissioner of Aviation.

B. Type of Operation. The Licensee shall operate the concession in accordance with the highest standards for this type of operation at other major airport terminal buildings. Products offered shall be top quality, dispensed in compliance with all applicable federal, state and local laws, ordinances and regulations. The service shall at all times be prompt, clean, courteous and efficient. Licensee shall at all times keep the shelves and display cases fully stocked and filled and all window and other displays visually attractive.

C. Personnel. The Licensee's employees shall be clean, courteous, efficient and neat in appearance. Employees of Licensee while on duty shall be identified as such by uniform or name badge. The Licensee shall not employ any person or persons in or about the granted premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. The Licensee agrees to dispense with the services of any employee whose conduct the Commissioner of Aviation feels is detrimental to the best interest of the Licensor.

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

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

F. Concession Operation. The Licensee shall bear at his own expense all costs of operating the concession, and shall pay in addition to the abovementioned license fee all other costs connected with the use of the premises and facilities, right and privileges granted, including, but not limiting the generality thereof, maintenance, cleaning of glass enclosures inside and out, insurance, any and all taxes, janitorial service and supplies, and shall pay for all permits and licenses required by law.

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

H. Maintenance. Licensee shall maintain the licensed premises, including all of installed improvements, (whether installed by Licensor or Licensee) trade fixtures, enclosure walls and doors in good order, condition and repair, keeping the same clean, safe, functioning, and sanitary.

Article VII.

Obligations of Licensor.

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

Licensor will not furnish janitorial service, interior or exterior window cleaning or custodial services anywhere on the granted premises.

Article VIII.

Quality and Price Control.

A. Merchandise. Licensee acknowledges the desire and obligation of Licensor to provide the public and the air traveler high quality merchandise and a high level of public service. Therefore, Licensee covenants and agrees to offer for sale from the granted premises only high quality merchandise at prices not to exceed the prices customarily charged for similar merchandise in high quality Chicago metropolitan area operations. Licensee's initial schedule of merchandise items to be offered for sale from the granted premises, and the prices to be charged therefore, shall be delivered to Licensor prior to commencement of this Agreement. Thereafter, prices may be decreased or increased as mutually agreed by Licensee and Licensor, in the event that Licensee adds merchandise items. Licensee shall submit to Licensor not less than annually a schedule of such new merchandise items to be offered for sale on the granted premises and the prices to be charged therefore. Thereafter, prices for such new items may be decreased or increased in the same manner as aforesaid. It is specifically understood and agreed that, where a suggested retail price is printed on any item, the price charged by Licensee for said item shall not exceed the printed price. If in the opinion of the Commissioner of Aviation, the selection of items offered is inadequate in general or at any particular concession location, if the merchandise is not of high quality, if any of said prices, charges and rates are excessive or if any of said items is found to be objectionable for display and/or sale in a public facility, the Commissioner of Aviation shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices, or quality within thirty (30) days of being advised in writing by the Commissioner of Aviation shall be cause for default by Licensee, under the provisions of Article XXIII.

B. Inspection and Review. At Licensor's discretion, responsible representatives of Licensor and Licensee will make a complete inspection of Licensee's operations, including a

review of the quality of service, merchandise and prices, maintenance of premises, furnishings and equipment and such other items as Licensor may wish to inspect or review.

Article IX.

Interruptions, Reduction and Cancellation of Operations.

In the event of an interruption or reduction in concession services beyond the control of Licensee, including but not limited to acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline service, riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion, revolutions, civil war, hostilities, war, the declaration of existence of a national emergency and conditions arising therefrom, and such interruption or reduction of services results in reduction in monthly gross receipts of thirty (30%) percent or greater in the granted premises, based upon the previous three (3) months average sales. Licensor agrees that the obligation of Licensee for payment of the minimum annual percentage fee shall be abated proportionately for the subsequent month(s) after a thirty-day (30) period in direct relation to the reduction in gross receipts generated by each affected location and such abatement shall continue until such time as the monthly gross receipts obtain a level equal to eighty (80%) percent of the average monthly gross receipts for such location during the three (3) month period preceding the abatement, at which time the full Minimum Annual Percentage Fee shall again be paid by Licensee. The percentage license fee shall not be affected.

This Agreement shall be subject to cancellation by the Licensee in the event of any one or more of the following events:

- (1) The permanent abandonment of the Airport or Terminal Building.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of said Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction remaining in force at least ninety (90) days which prevents or substantially restrains the use of the concession area granted by this Agreement.
- (4) The breach by the Licensor in the performance of any covenant or agreement herein required to be performed by the Licensor and the failure of the Licensor to remedy such breach for a period of sixty (60) days after receipt from the Licensee of written notice to remedy the same.

Article X.

Property Rights Upon Termination.

Upon the termination of this Agreement, through passage of time or otherwise, Licensee shall aid the Licensor in all ways possible in continuing the business of operating a

concession in said terminal building(s) uninterruptedly. Licensee further agrees to sell any or all Licensee's furniture, furnishings, fixtures and equipment. In the event the Licenser exercises its option to purchase any or all of said furniture, furnishings, fixtures, and equipment, it is agreed that the purchase price shall be the fair market value of such items at the date of such termination. If the parties are unable to agree upon the fair market value, it is agreed that each party shall appoint an appraiser and the two so appointed shall name a third appraiser and that the three appraisers so named shall determine the fair market value of such items, which determination shall be final and binding upon the parties hereto.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Licensee shall have no further claim, right, title or interest in or to any of the improvements installed by it under this Agreement, including but not limited to, the enclosure walls and doors, subject, however, to Licenser's right to require Licensee to remove all or any portion of said improvements, equipment, fixtures, and facilities and to restore the premises, wherein the same were installed, or the affected portions thereof, to their original condition, reasonable wear and tear excepted. This Article does not supersede rights granted to Licensee in Article V, Section C.(7) hereof.

Article XI.

Damage or Destruction of Premises.

Should any portion of the granted premises be partially damaged by fire or other casualty (unless caused by the negligence of Licensee) but not be rendered untenable thereby, such premises shall be repaired by Licenser at its expense as quickly as practicable; and, in such event, there shall be no abatement of the Minimum Annual Percentage Fee payable hereunder. In the event, however, that such damage from such fire or other casualty (unless caused by the negligence of Licensee) is so extensive as to render any portion of the premises untenable, the damage shall be repaired by Licenser at its expense as quickly as practicable and the Minimum Annual Percentage Fee payable hereunder shall abate proportionately from the date of such damage until such time as the said premises shall again be tenable. The Percentage Fee provided hereunder shall not be affected by such circumstances.

Should any portion of the granted premises be so extensively damaged by fire or other casualty (unless caused by the negligence of Licensee) as to render the same untenable, and should Licenser fail or refuse to repair or rebuild the same, Licensee shall be under no obligation to do so and shall be relieved of its obligation to continue the business formerly conducted by it in such area or areas, until such time as Licenser shall furnish Licensee with replacement space suitable to Licensee. In such event, the Fixed License Fee and Minimum Annual Percentage Fee payable hereunder with respect thereto shall abate, but the Percentage Fee provided hereunder shall not be affected.

Should the Terminal Building No. 2 at the Airport be damaged by fire or other casualty (unless caused by the negligence of Licensee) or should any alterations or repairs be necessitated thereto as a result of which the traveling public is partially or totally diverted from those areas of the terminal in which Licensee is operating its concession (even if no actual damage is caused to the premises granted Licensee therein), the Fixed License Fee

and Minimum Annual Percentage Fee payable hereunder shall, until such time as such diversion ceases, be totally abated (if the diversion is total) or reasonably and proportionately adjusted (if the diversion is partial) to reflect such interference with the normal operation of Licensee's business. Licensor and Licensee shall forthwith negotiate the good faith such reasonable fee adjustment. The Percentage Fee provided hereunder shall not be affected.

Should any portion of the granted premises be either partially, extensively or totally damaged by fire or other casualty in part or totally by the negligence of Licensee, the Commissioner of Aviation may in his sole discretion deem Licensee in default under Article XXIII hereof. Provided, however, that nothing herein contained shall in any way be construed as to limit any rights the City may have in law or equity against Licensee.

Article XII.

Insurance.

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

- (1) Worker's Compensation, with Employer's Liability limit not less than mandated by State of Illinois statute.
- (2) Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations Coverage.
- (3) Comprehensive Automobile Liability Insurance with limits not less than \$500,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's non-ownership liability and hired auto coverage.
- (4) Property Insurance on tenant improvements, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the granted premises in an amount equal to the full replacement value of tenant improvements, fixtures and equipment.

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

- (1) Name as Additional Insured the City of Chicago and its members, and all of the officers, agents, and employees of each of them.
- (2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies Shall Be Endorsed To Provide:

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

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

and City Comptroller
City of Chicago
121 North LaSalle
Street
Room 511, City Hall
Chicago, Illinois 60602

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

Licensee agrees that the terms of these Insurance requirements may be increased and revised upon the written demand of 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.

Licensee expressly understands and agrees that any insurance protection furnished by Licensee hereunder shall in no way limit its responsibility to indemnify and save harmless Licensor under the provisions of Article XIV of this Agreement.

Article XIII.

"First Source" Agreement.

Licensee shall enter into an Agreement with the Mayor's Office of Employment and Training commonly known as and hereinafter referred to as "First Source Agreement" for the recruitment, referral and placement of entry level employees required for the operation of any and all business under this Concession License Agreement. The Licensee shall commence negotiations for such First Source Agreement immediately upon execution of this Concession Agreement and shall complete such negotiations and enter into said First Source Agreement with the Mayor's Office of Employment and Training within thirty (30) days and said First Source Agreement shall be attached to this Concession License Agreement and marked "Exhibit B" and shall become a binding part hereof.

Article XIV.

Indemnity.

The Licensee does hereby covenant and agree to indemnify, save harmless from and defend the Licensor against all fines, suits, claims, demands and actions of any kind and nature including but not limited to antitrust claims, (including reasonable attorney fees) arising by reason of any and/or all of its operations hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely

responsible and answerable in damages for any and all accidents or injuries to persons or property arising by reason of any and/or all of its operations hereunder.

Article XV.

Inspection.

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

Article XVI.

Ingress and Egress.

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

Article XVII.

Assignment, Subletting, Change of Ownership.

The Licensee shall not assign, transfer, pledge, surrender or otherwise encumber or dispose of this Agreement or any rights and privileges created thereby, or any interest in any portion of the same and shall not permit any other person or persons, company or corporation to occupy the premises, without the consent of the City Council being first obtained.

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

Article XVIII.

Signs.

Licensee shall not erect, install, operate nor cause or permit to be erected, installed or operated in or upon the granted premises, the terminal buildings, or the Airport, any signs or other similar advertising device without first having obtained the Commissioner of Aviation's written consent thereto.

Article XIX.

Redelivery.

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

*Article XX.**Concessionaire's Bond.*

At the time of the execution of this Agreement, Licensee shall execute and deliver to the City Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety in the sum of Thirty Thousand and no/100 Dollars (\$30,000.00) which bond shall guarantee faithful performance of the provisions of this Agreement.

*Article XXI.**Subject to Airline Agreements, Non-Discrimination and
F.A.A. Requirements.*

A. This Agreement is subject to the provisions of Paragraph 4, Article XI of that certain Agreement entitled: "Airport Use Agreement" of 1959 and the further provisions, including the right of cancellation of Section 6.04, Article VI of that certain Agreement entitled: "Airport Use Agreement and Terminal Facilities Lease" of 1983 and to such other provisions of said related Agreements as may be pertinent as entered into between the City and Scheduled Airlines governing use and operation of the Airports.

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

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, et

seq.: The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, *et seq.*, and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, 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 381-387 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 8, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856 inclusive; July 3, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A.

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

Non-Discrimination in the Use of the Premises by Licensee.

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

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

The breach of any of the above non-discrimination covenants, shall constitute cause for City of Chicago to terminate this Agreement under the provisions of Article XXIII.

Article XXII.

Non-Waiver.

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

Article XXIII.

Default.

The entire Agreement is made upon condition that if the Licensee shall be in arrears in the payment of any of the license fees for a period of thirty (30) days, or if Licensee shall fail to operate the facilities herein as required or if Licensee shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failures or neglect shall continue for a period of thirty (30) days after the Licenser has notified Licensee in writing of Licensee's default hereunder and Licensee has failed to correct such default within said thirty (30) days (such thirty-day notification period shall not be construed to apply if Licensee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors), then in any of said cases or events, the Licenser lawfully may, at its option, immediately or any time thereafter without demand or notice, enter into, and upon the granted premises or any part thereof and in the name of the whole, and repossess the same and expel said Licensee and those claiming by, through, or under it, and remove its effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used, for arrearages of license fees or preceding breach of covenant. On the reentry aforesaid, the Agreement shall terminate.

Article XXIV.

Independence of Agreement.

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

Article XXV.

Rules, Regulations, Laws, Ordinances and License.

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

Article XXVI.

Notices.

Notices to Licenser provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to the Department of Aviation, 20 North Clark Street, Room 3000, Chicago, Illinois 60602, Attention: Commissioner, and notice to Licensee if sent by certified mail, postage prepaid, addressed to Licensee at 77 West Washington, Suite 1716.

Chicago, Illinois 60602, Attention: Corporate Secretary, or to such other address as the parties may designate to each other in writing from time to time.

Such notices shall be deemed effective upon mailing in compliance with this Article XXVI.

Article XXVII.

Paragraph Headings.

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

Article XXVIII.

Invalid Provisions.

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Article XXIX.

Prohibition of Recordation.

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

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

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

[Signature forms omitted for printing purposes.]

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

[Exhibits A and B attached to this agreement printed on
pages 35188 through 35189 of this Journal.]

Initial Schedule of Merchandise attached to this agreement reads as follows:

Sample Product List

Waterford Glass Decanter	\$120.00
9 Ct. Gold Claddagh Earrings	59.00
14 Ct. Gold Claddagh (Friendship) Ring	125.00
Irish Handknit Wool Sweater	110.00
Procelain Artifact	7.50
Guinness Mugs	6.00

Our pricing policy will also be most competitive with other high-grade stores in the area.

List of Products for Celtic
Currents, Inc.

Waterford Crystal

Cavan Crystal

Tyrone Crystal

Kerry Glass

Duiske Glass

Belleek China

Donegal China

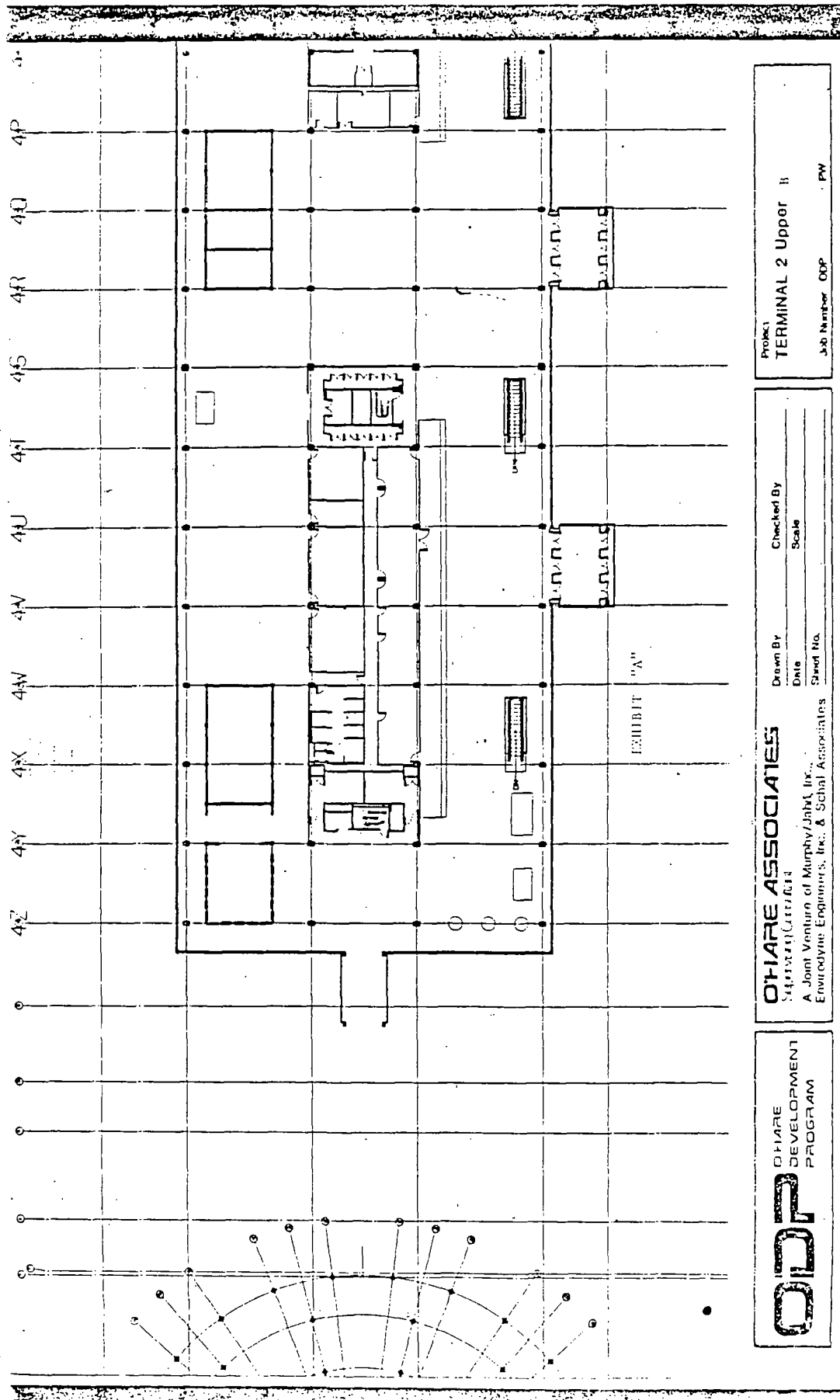
Royal Tara China

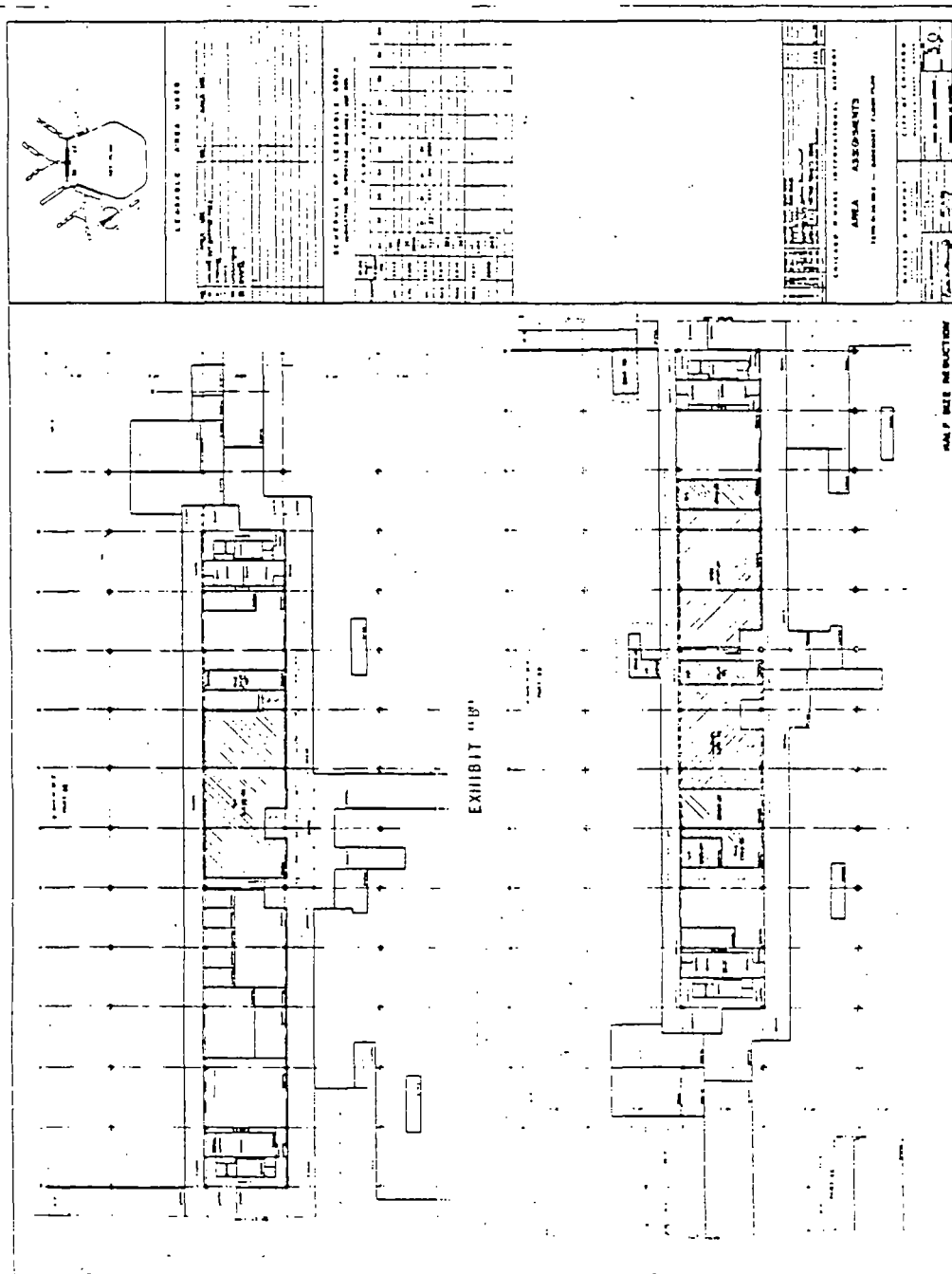
Sweaters -- Hand Knit

Sweaters -- Hand Loom

Blarney Sweaters

(Continued on page 35190)





(Continued from page 35187)

Crana Knitwear

Puckane Products

Central Tie Co.

Ulster Linen

Balbriggan Linen

Houriham Capes

Irish Jewelry -- Precious Metals

Irish Jewelry -- Costume

Mullingan Pewter Products

Blarney Woollens

Shannon Hats/Caps

Limerick Lace

Records

Tapes/Cassettes

Irish Brass Co.

Wild Goose Art Products

Cavan Crystal

Avoca Woollen Mills

Irish Tapestries Co.

Fotford Woollens

Real Ireland -- Posters

Guinness Mugs

Irish Heraldic Press

Mullins Family Creats

Flowers of Ireland

Grays Portraits

Wade Porcelain

Bogwood Crafts

Owen Crafts

J. B. Walsh & Co. (Rosaires)

Cushing Tapestries Co.

Simon Pearse Glassware

Eamonn Glassware

Irish Souvenir Products

Claddagh Products

Shamrock Keyrings

Flags, Insignias

Jacobs Biscuits

Cadbury Chocolates

Lemon Pure Sweets

Cuala Press Products

Whitecliff Industries

Blackthorn Walking Sticks

Shillelaghs

Moygashel Linens

Carrickmacross Lace

Books

Posters

Greeting Cards

Prints

Irish Water Colours

Irish Tea

Christmas Bartowels

Christmas Plum Pudding/In Tins

Christmas Barmbrack/Cakes/In Tins

Donegal Tweeds

Donegal Carpets

Wind Socks

Heraldic Mugs/Cups

Heraldic Keychains

Art Wares

Irish Antique Reproductions

Batiks in Celtic Design

Connemara Marble Products/Ornamentals.

COMMITTEE ON CLAIMS AND LIABILITIES.

AUTHORITY GRANTED FOR PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ETC.

The Committee on Claims and Liabilities submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of miscellaneous claims.

On motion of Alderman W. Davis, the said proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

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

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

The following is said order as passed:

Ordered. That the City Comptroller is authorized and directed to pay to the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim: with said amount to be charged to the activity and account specified as follows:

Damage to Vehicles.

*Department of Streets and Sanitation:
Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
Allstate Ins. Co. and Shirley Genous c/o Michael S. Froman 9933 Lawler Avenue, Suite 322 Skokie, Illinois 60077	10/12/84 600 North LaSalle Street	\$685.21
Patricia McNichols 5249 South Austin Avenue Chicago, Illinois 60638	1/29/86 3201 South Western Boulevard	65.00
Christian G. Maximo 1550 West Juneway Terrace Apartment 3D Chicago, Illinois 60626	2/3/86 1500 Block Juneway Terrace	156.69
Sue Ouellette 1360 North Sandburg Terrace No. 2408 Chicago, Illinois 60610	3/3/86 1420 North LaSalle Street (during tow)	408.89
Allstate/Emma Howard	10/30/86	373.06

Name and Address	Date and Location	Amount
P.O. Box 127 Skokie, Illinois 60076	Division Street near Cicero Avenue	
Richard Brenner 10385 Dearlove Road Glenview, Illinois 60025	3/27/86 9 East Division and State Streets	\$336.75
Ronald Baader 9408 South 53rd Court Oak Lawn, Illinois 60453	3/6/86 23 West Division Street	237.54
Allstate, Russell Anderson P.O. Box 127 Skokie, Illinois 60076	4/14/86 North Avenue and Lombard	1,318.53
State Farm/John Ryan 7900 North Milwaukee Niles, Illinois 60648	3/14/86 Fullerton and Marmora	200.00
Michael Kane 4332 West 82nd Place Chicago, Illinois 60652	5/17/86 6441 South Pulaski Road	207.00
Recovery Serv. Intl. and Julius Klein 5745 East River Road Suite 470 Chicago, Illinois 60631	11/27/86 3321 West Devon	1,011.19
Walter Chuk 5815 North Sacramento Chicago, Illinois 60659	4/10/86 Intersection Peterson and Lincoln	346.98
Jeanne Shepp 6224 South Karlov Avenue Chicago, Illinois 60629	2/7/86 4556 West 55th Street and Kolmar	84.68
Duane Downs 10841 South Green Bay Chicago, Illinois 60617	3/11/86 10841 South Green Bay	200.00
Tommy R. Wyatt 252 Blackhorn Road Matteson, Illinois 60443	3/8/86 111 East Pearson Street (during tow)	235.00
Stella E. Cichocki 3058 North Central Park Chicago, Illinois 60618	12/17/85 4844 Newport Avenue	322.54

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Name and Address	Date and Location	Amount
Thomas F. Gutchewsky 8908 South Komensky Avenue Chicago, Illinois 60456	12/10/85 1011 North LaSalle Street	\$574.31
Elayne M. Jackson 330 West 101st Place Chicago, Illinois 60628	4/17/86 661 West LaSalle Street	114.54
Johnnie Crawford 3542 South Wells Street Chicago, Illinois 60609	5/14/86 748 West 35th Street	220.80
Thelma Weiss 3900 Lake Shore Drive No. 10K Chicago, Illinois 60613	1/28/86 4701 North Marine Drive	85.00
Beverly J. Duffy 8929 North Meade Avenue Chicago, Illinois 60053	5/7/86 3000 North Lake Shore Drive	138.31
Florence C. Puppo 3505 West 63rd Place Chicago, Illinois 60629	11/10/85 63rd and Lawler Avenue	106.20
Frank M. Smith 2512 North Spaulding Avenue Chicago, Illinois 60647	5/2/86 3201 South Western	45.36
Roger G. Connelly 5640 West Melrose Street Chicago, Illinois 60634	4/21/86 5642 West Melrose Street	727.80
Susan E. Rolando 510 East State Street South Elgin, Illinois 60177	12/17/85 315 South Canal Street	50.25
Phyllis M. Stabbe 2779 North Kenmore Avenue Chicago, Illinois 60614	2/8/86 525 North Halsted Street	1,131.46
Geraldo Torres 1822 North Kildare Avenue Chicago, Illinois 60647	11/12/85 Division and Cicero	814.00
Arlene J. King 4018 North Sheridan Road Chicago, Illinois 60640	9/3/85 4615 West Division	249.90

Name and Address	Date and Location	Amount
Sam Kurban 4949 West Ainslie Street Chicago, Illinois 60630	3/21/86 1633 West Medill	\$228.00

*Damage to Vehicles.**Department of Police: Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
Allstate Ins. Co. and Eugene Kuc P.O. Box 127 Skokie, Illinois 60077	1/18/86 6510 West Belmont Avenue	\$127.10
Frank Del Russo 4722 South Harding Avenue Chicago, Illinois 60632	12/4/85 4006 West 46th Street	550.00
Orlando L. Johnson 4329 West Van Buren Street Chicago, Illinois 60624	9/12/86 4322 West Van Buren Street	200.00
Prudential and Sarjon Sulaka P.O. Box 441 Hinsdale, Illinois 60521	11/11/85 4744 North Albany Street	325.00
Allstate Ins. and Henry L. c/o Simon and McClosky LTD. 188 West Randolph Street Suite 1500 Chicago, Illinois 60601	11/14/84 Provident Hospital (parking lot)	661.25
State Farm Ins. Co. and Barbara Wilcox 2633 West Addison Street Chicago, Illinois 60618	12/2/85 Alley at 2814 North Ridgeway	1,001.40
Montgomery Ward and Forrest Robinson 20060 Governor Drive Olympia Fields, Illinois 60461	12/6/85 Clark and Archer	252.55
Safeway Ins. Co. and Debra Watkins 500 South Racine Avenue Chicago, Illinois 60607	1/29/86 1400 South Western	654.99

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REPORTS OF COMMITTEES

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Name and Address	Date and Location	Amount
Raymond France 6807 South Talman Chicago, Illinois 60629	12/19/85 4749 South Halsted Street	\$588.03
Allstate Ins. Co. and Theodore Pukala P.O. Box 1089 Morton Grove, Illinois 60053	10/25/85 3100 California Boulevard	365.00
Interstate Bankers Mut. Cas. Co. and Clarence Davis 8501 West Higgins Road Suite 446 Chicago, Illinois 60631	2/3/86 300 East 130th Street	1,517.50
State Farm Ins. and Jae Hee Kimm 7900 North Milwaukee Avenue Niles, Illinois 60648	12/9/85 Lawrence and Kedzie	1,228.58
Robert L. Norris 993 Eunice Joliet, Illinois 60433	7/5/85 7240 North Ashland Avenue	1,076.88

Damage to Property.

*Department of Streets and Sanitation:
Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
Dave Roamn 6155 South Normandy Avenue Chicago, Illinois 60638	7/1/85 6155 South Normandy Avenue	\$300.00
Chicago Board Options Exchange Attn: Richard J. Vogt 400 South LaSalle Street Chicago, Illinois 60605	6/12/85 141 West Van Buren Street	904.98
Elaine Spizzirri 1918 West Wellington Avenue Chicago, Illinois 60657	2/28/86 1918 West Wellington Avenue	196.00

*Damage to Vehicles.**Department of Animal Care and Control: Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
Barry William Metrick 3241 South May Street Chicago, Illinois 60608	3/6/86 3241 South May Street	\$1,098.00

*Damage to Property.**Department of Sewers: Account No. 314.9112.934.*

Name and Address	Date and Location	Amount
Bernard Sanchez 2116 West 49th Place Chicago, Illinois 60609	6/1/85 2116 West 49th Place	\$1,062.00
Ed Sokal 5432 South Newcastle Avenue Chicago, Illinois 60638	9/1/86 5432 South Newcastle Avenue	700.00
Nick Leno 5049 South La Crosse Avenue Chicago, Illinois 60638	5/1/86 5049 South La Crosse Avenue	600.00
A. Sorrentino 6322 West 63rd Place Chicago, Illinois 60638	7/1/84 6322 West 63rd Place	500.00

*Damage to Property.**Department of Streets and Sanitation: (Bureau of Forestry)
Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
Edward Jawgiel 5729 South Melvina Avenue Chicago, Illinois 60638	1/26/85 5729 South Melvina Avenue	\$500.00

Name and Address	Date and Location	Amount
Dorothy Mc Gee 1040 North Parkside Avenue Chicago, Illinois 60651	1/22/86 1040 North Parkside Avenue	\$125.00

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

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, October 27, 1986.

To the President and Members of the City Council:

Your Committee on Claims and Liabilities to which was referred on January 12, 1984 and subsequent claims as follows:

September 21, 1985	Elvira G. Sandoval
October 21, 1986	Patricia Kay Adamek
November 7, 1985	James Simon
October 17, 1985	D. Neel Davis
November 15, 1985	Pauline Bolton
January 31, 1986	Jay Kim
May 8, 1986	Edward Tripp
October 21, 1985	Mary Slosarzyk
September 13, 1984	A to Z Electric Company
January 13, 1986	Philip J. Barasch and Son
November 28, 1985	John L. Totzke
May 5, 1986	Arturo Barrionuevo
September 18, 1985	Belinda Benson
February 26, 1986	Frances Gallina
May 14, 1986	Shirley Whitfield
February 22, 1986	Allstate Ins. Co. and L.A. Parham -- Cl. 2709837335-FSH
November 3, 1985	Ilisa N. Farrell
August 30, 1985	U.S. Dept. of Housing and Urban Development
November 17, 1985	Ellen Walker
October 1, 1985	Rambo Foods and Liquors, Inc.
November 22, 1985	George Benakos
January 10, 1986	Economy Preferred Ins. and Arthur Marks -- Cl. FFA175760-TH2

April 22, 1985	Gerald Godinez
April 22, 1985	Beverly Lurey
May 3, 1986	Samuel J. Siegal
April 21, 1986	Bridge Givens
July 15, 1985	Protective Ins. Co. and Robert Wilson Cl. 9829409.
April 11, 1986	Sister Mary Justina, R.S.M.
March 29, 1986	State Farm Ins. and Bruce Weyand Cl. 132281072
June 6, 1986	Bronislaw Kozyro
March 16, 1984	A. B. Lay
May 1, 1986	David Wasserstein
May 9, 1986	Barbara Van Hughes
May 1, 1986	Allstate Ins. Co. and Virginia Reich Cl. 2520456092
June 7, 1986	Gene Lang
June 21, 1986	Illinois Dept. of Transportation
September 11, 1985	Aaron Gitlin
June 7, 1986	J.C. Penney Co. and Larry Carlberg
June 25, 1986	Allstate Ins. Co. and Robert Brunet
January 21, 1986	Subhani Gulam
December 6, 1985	Truck Tire Sales
July 10, 1985	Dennis Sladek
December 12, 1984	A to Z Electric Company
January 18, 1984	Taylor Electric Company
January 12, 1984	A to Z Electric Company
January 18, 1984	A to Z Electric Company
January 26, 1984	A to Z Electric Company
February 4, 1984	A to Z Electric Company
December 12, 1984	A to Z Electric Company
February 20, 1985	Michael P. Greco
September 13, 1984	A to Z Electric Company
March 29, 1985	M and R Electronic Systems, Inc.
February 20, 1985	Michael P. Greco
December 12, 1984	A to Z Electric Company
December 20, 1984	Markham Electric Company
December 15, 1983	Forest Security Systems, Inc.
October 24, 1985	N and R Electric
September 27, 1983	Jan Electric Company
October 4, 1984	Gerson Electric Company
October 12, 1984	A to Z Electric Company

December 11, 1984	Abbey Electric Company
September 18, 1984	S and S Electrical Contractors, Inc.
November 15, 1984	Guy Heating Service
October 4, 1984	A to Z Electric Company
April 24, 1985	Dow Electric Construction
April 10, 1985	Grand-Kahn Electric
June 5, 1985	A to Z Electric Company

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 viva voce vote of the members of the committee.

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

On motion of Alderman W. Davis, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

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

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

COMMITTEE ON COMMITTEES, RULES AND APPOINTMENTS.

Referred -- FORMATION OF SPECIAL COMMITTEE TO INVESTIGATE EFFECTIVENESS OF CHICAGO INTERVENTION NETWORK.

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

CHICAGO, October 27, 1986.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Municipal Code Revision to which was referred a resolution concerning an investigation of the Chicago Intervention Network's difficulties in combatting and reducing gang violence having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Refer* the proposed resolution transmitted herewith to the Committee on Community Maintenance and Development.

This recommendation was concurred in by 6 members of the committee with 1 dissenting vote.

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

On motion of Alderman Kelley, the committee's recommendation was *Concurred In* and said proposed resolution was referred to the Committee on Community Maintenance and Development by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Nays -- None.

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

Action Deferred -- REFERRAL OF 1987 ANNUAL
APPROPRIATION ORDINANCE.

The Committee on Committees, Rules and Appointments submitted the following report, which was, on motion of Alderman Burke and Alderman Madrzyk, *Deferred* and ordered published:

CHICAGO, October 27, 1986.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Municipal Code Revision to which was referred a communication concerning the 1987 Annual Appropriation Ordinance having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Refer* the proposed ordinance transmitted herewith to the Committee on the Budget.

This recommendation was concurred in by 6 members of the committee with 1 dissenting vote.

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

COMMITTEE ON EDUCATION.

APPOINTMENT OF REVEREND JEREMIAH WRIGHT AS MEMBER OF BOARD OF TRUSTEES OF COMMUNITY COLLEGE, DISTRICT NUMBER 507.

The Committee on Education submitted the following report:

CHICAGO, October 27, 1986.

To the President and Members of the City Council:

Your Committee on Education, having under consideration a communication signed by Mayor Harold Washington, under the date of May 14, 1986, regarding the appointment of Rev. Jeremiah Wright, as a member of the Board of Trustees of Community College, District No. 507, for a term ending June 30, 1988, begs leave to recommend that Your Honorable Body *Pass* the said ordinance, which is transmitted herewith.

This recommendation was concurred in by a unanimous vote.

Respectfully submitted,
(Signed) ANNA R. LANGFORD,
Chairman.

On motion of Alderman Langford, the committee's recommendation was *Concurred In* and said appointment of Reverend Jeremiah Wright as a member of the Board of Trustees of Community College, District Number 507 was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 49.

Nays -- None.

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

APPOINTMENT OF MR. THEODORE A. JONES AS MEMBER
OF BOARD OF TRUSTEES OF COMMUNITY COLLEGE,
DISTRICT NUMBER 508.

The Committee on Education submitted the following report:

CHICAGO, October 14, 1986.

To the President and Members of the City Council:

Your Committee on Education, having under consideration a communication signed by Mayor Harold Washington, under the date of August 28, 1986, regarding the appointment of Mr. Theodore A. Jones as a member of the Board of Trustees of Community College, District No. 508, for a term ending June 30, 1988, begs leave to recommend that Your Honorable Body *Pass* the said ordinance, which is transmitted herewith.

This recommendation was concurred in by a unanimous vote.

Respectfully submitted,
(Signed) ANNA R. LANGFORD,
Chairman.

On motion of Alderman Langford, the committee's recommendation was *Concurred In* and said appointment of Mr. Theodore A. Jones as a member of the Board of Trustee of Community College, District Number 508 was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Nays -- None.

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

COMMITTEE ON LOCAL TRANSPORTATION.

AUTHORITY GRANTED FOR CONSTRUCTION AND
MAINTENANCE OF BUS PASSENGER
SHELTERS ON NORTH
LINCOLN AVENUE.

The Committee on Local Transportation submitted the following report:

CHICAGO, October 23, 1986.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on October 6, 1986) for the construction and maintenance of two bus passenger shelters in the public right-of-way in the City of Chicago in accordance with the provisions of the ordinance, at the following locations:

Street	at Intersection	Direction	Ward
North Lincoln Avenue	West Irving Park Road	Southeast	47
North Lincoln Avenue	West Irving Park Road	Northwest	47

begs leave to recommend that Your Honorable Body *Pass* the said ordinance, which is transmitted herewith.

This recommendation was concurred in unanimously by voice vote, of all committee members present.

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, Chicago Transit Authority has bus stops where other means of shelter is not readily available; and

WHEREAS, The interval of time between buses was also a factor in these site selections; now, therefore,

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

SECTION 1. That the construction of bus shelters at the following locations within the public right of way of the City of Chicago is hereby approved:

Street	at	Intersection	Direction	Ward
North Lincoln Avenue		West Irving Park Road	Southeast	47
North Lincoln Avenue		West Irving Park Road	Northwest	47

SECTION 1a. The Chicago Transit Authority shall submit copies of Plans and Specifications to the City of Chicago Department of Public Works Bureau of Traffic Engineering and Operations for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Public Works, for work necessary to install and maintain the bus shelters.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus shelters.

SECTION 1d. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of the bus shelters.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelters at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

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

AUTHORITY GRANTED FOR CONSTRUCTION AND MAINTENANCE
OF BUS PASSENGER SHELTERS ON NORTH
SHERIDAN ROAD.

The Committee on Local Transportation submitted the following report:

CHICAGO, October 23, 1986.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on October 6, 1986) for the construction and maintenance of three bus passengers shelters in the public right-of-way in the City of Chicago in accordance with the provisions of the ordinance, at the following locations:

Street	at Intersection	Direction	Ward
North Sheridan Road	West Bryn Mawr Avenue	South	48
North Sheridan Road	West Glenlake Avenue	North	48
North Sheridan Road	West Thorndale Avenue	North	48

begs leave to recommend that Your Honorable Body *Pass* the said ordinance, which is transmitted herewith.

This recommendation was concurred in unanimously by voice vote of all committee members present.

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, Chicago Transit Authority has bus stops where other means of shelter is not readily available; and

WHEREAS, The interval of time between buses was also a factor in these site selections; now, therefore,

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

SECTION 1. That the construction of bus shelters at the following locations within the public right of way of the City of Chicago is hereby approved:

Street	at	Intersection	Direction	Ward
North Sheridan Road		West Bryn Mawr Avenue	South	48
North Sheridan Road		West Glenlake Avenue	North	48
North Sheridan Road		West Thorndale Avenue	North	48

SECTION 1a. The Chicago Transit Authority shall submit copies of Plans and Specifications to the City of Chicago Department of Public Works, Bureau of Traffic Engineering and Operations for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Public Works, for work necessary to install and maintain the bus shelters.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus shelters.

SECTION 1d. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of the bus shelters.

SECTION 1e. The Chicago Transit authority shall remove or relocate the shelters at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

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

AUTHORITY GRANTED FOR CONSTRUCTION AND
MAINTENANCE OF BUS PASSENGER SHELTER
ON WEST IRVING PARK ROAD.

The Committee on Local Transportation submitted the following report:

CHICAGO, October 23, 1986.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on October 6, 1986) for the construction and maintenance of

a bus passenger shelter in the public right-of-way in the City of Chicago in accordance with the provisions of the ordinance, at the following location:

Street	at	Intersection	Direction	Ward
West Irving Park Road		North Laverne Avenue	West	45

begs leave to recommend that Your Honorable Body *Pass* the said ordinance, which is transmitted herewith.

This recommendation was concurred in unanimously by voice vote of all committee members present.

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, Chicago Transit Authority has a bus stop where other means of shelter is not readily available; and

WHEREAS, The interval of time between buses was also a factor in this site selection; now, therefore,

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

SECTION 1. That the construction of a bus shelter at the following location within the public right-of-way of the City of Chicago is hereby approved:

Street	At Intersection	Direction	Ward
West Irving Park Road	North Lavergne Avenue	West	45

SECTION 1a. The Chicago Transit Authority shall submit copies of Plans and Specifications to the City of Chicago Department of Public Works, Bureau of Traffic Engineering and Operations for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Public Works, for work necessary to install and maintain the bus shelter.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus shelter.

SECTION 1d. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of the bus shelter.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

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

COMMITTEE ON SPECIAL EVENTS AND CULTURAL AFFAIRS.

APPROVAL GIVEN TO MAYOR'S REAPPOINTMENTS OF VARIOUS INDIVIDUALS AS MEMBERS OF ADVISORY BOARD ON CULTURAL AFFAIRS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, October 27, 1986.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration a communication concerning the reappointments of the following persons to serve as members of the Advisory Board on Cultural Affairs, each for a three-year term, ending March 20, 1989: Jose Gamaliel Gonzalez, Nereyda Garcia Ferrez, Suzanne Brown, Val Ward, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed communication transmitted herewith.

This recommendation was concurred in by the members of the committee.

Respectively submitted,
(Signed) DAVID D. ORR,
Chairman.

On motion of Alderman Orr, the committee's recommendation was *Concurred In* and said reappointments of Jose Gamaliel Gonzalez, Nereyda Garcia Ferrez, Suzanne Brown and Val Ward as members of the Advisory Board on Cultural Affairs were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 49.

Nays -- None.

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

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

TRAFFIC LANE TOW-AWAY ZONE ESTABLISHED AND AMENDED AT SPECIFIED PUBLIC WAYS FROM NORTH ORLEANS STREET TO NORTH FAIRBANKS COURT.

The Committee on Traffic Control and Safety submitted two proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee on May 30, 1986).

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 49.

Nays -- None.

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

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

Traffic Lane Tow-Away Zone Established.

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the following location is hereby designated as a traffic lane tow-away zone between the limits and during the times standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic. The Commissioner of Public Works is hereby authorized and directed to install traffic signs designating the hours of prohibition along said route:

Public Way	Limits and Time
West Ontario Street (North side)	From North Orleans Street to North Fairbanks Court (300 east -- 300 west);

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

Traffic Lane Tow-Away Zone Amended.

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

SECTION 1. Amend ordinance related to West Ohio Street (south side) from North Orleans Street to North Fairbanks Court (300 east -- 300 west) by striking south side and inserting in lieu thereof both sides -- 7:00 A.M. to 9:30 A.M. and 4:00 P.M. to 6:00 P.M., Monday through Friday.

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

*Referred -- INVESTIGATION OF POSSIBLE MISUSE OF FUNDS
ALLOCATED TO THE BUREAU OF TRAFFIC
ENGINEERING AND OPERATIONS.*

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, October 15, 1986.

To the President and Members of the City Council.

Your Committee on Traffic Control and Safety to which were referred August 28, 1986 a resolution to investigate the possible misuse of public fund, begs leave to recommend that the proposed order be *Referred to the Committee on Finance*.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO.

Chairman.

On motion of Alderman Laurino, the committee's recommendation was *Concurred In* and said proposed resolution was *Referred to the Committee on Finance* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

COMMITTEE ON ZONING.

Action Deferred -- CHICAGO ZONING ORDINANCE AMENDED
TO RECLASSIFY PARTICULAR AREAS.

The Committee on Zoning submitted the following report, which was, on motion of Alderman Evans and Alderman Bloom, *Deferred* and ordered published:

CHICAGO, October 14, 1986.

To the President and Members of the City Council:

Your Committee on Zoning begs leave to recommend that Your Honorable Body *Pass* said proposed ordinances transmitted herewith (referred to your committee on June 25, July 9, August 28, September 8 and 12, 1986) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) TERRY M. GABINSKI,

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-E.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B6-7. Restricted Central Business District symbols and indications as shown on Map No. 1-E in the area bounded by

East Wacker Drive; North Wabash Avenue; East Haddock Place; and a line 160.8 feet west of North Wabash Avenue,

to the designation of a Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no other.

[Business Planned Development printed on pages 35215
through 35220 of this Journal.]

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

Reclassification of Area Shown on Map No. 1-E.

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

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, be, and is hereby amended by supplementing all the Business Planned Development district symbols and indications as shown on Map No. 1-E to reflect the establishment of a Communications Planned Development for the erection of an Earth Station Receiving Dish located on the roof of the One IBM Plaza, Chicago, Illinois.

SECTION 2. This Communications Planned Development is specifically for the erection of the Earth Station Receiving Dish above described in no way affects, alters or prejudices the existing zoning district regulations applicable to any other improved or unimproved portions of the above described area.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 3-F.

(Continued on page 35221)

BUSINESS PLANNED DEVELOPMENT NO.STATEMENTS

1. Legal title to the subject premises herein is held by LaSalle National Bank, as Trustee under Trust Number 19750, 135 S. La Salle Street, Chicago, Illinois 60604; the sole beneficiary of said Trust is the applicant, Marex Properties, Ltd., 35 E. Wacker Drive, Chicago, Illinois 60601.
2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees.
3. Any dedication or vacation of streets and alleys, or easements, or adjustments of rights-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees.
4. The following uses shall be permitted in the area herein delineated as Business Planned Development: uses permitted in the B6-7, Restricted Central Business District.
5. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development, subject to the review of the Department of Public Works and the approval of the Department of Planning.
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 Public Works and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles; there shall be no parking within such paved areas. Fire lanes, if required, shall be adequately designed and paved in compliance with the Municipal Code of Chicago to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.
7. Identification signs may be permitted within the area delineated herein as Business Planned development, subject to the review and approval of the Department of Inspectional Services and the Department of Planning.
8. The height restriction of any building or any appurtenance attached hereto shall be subject to:
 - a. height limitations as certified on Form FAA-117, or successor forms involving the same subject matter, and approved by the Federal Aviation Administration; and

APPLICANT: Marex Properties, Ltd.

ADDRESS: 35 E. Wacker Drive

DATE: June 9, 1986

- b. airport zoning regulations as established by the Department of Planning, City and Community Development, Department of Aviation, and Department of Law, as approved by the City Council.
10. The information in the tables and maps attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as Business Planned Development, and stipulates the land use and development controls applicable to the site.

Attached hereto and incorporated herein by reference are:

- A. Property line map and right-of-way adjustments;
 - B. Existing zoning and preferential street system map;
 - C. Generalized land use plan; and
 - D. Planned Development Use and Bulk Regulations and Data Chart.
11. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments," as promulgated by the Commissioner of Planning.

APPLICANT: Mar-x Properties, Ltd.

ADDRESS: 35 E. Wacker Drive

DATE: June 9, 1986

10/27/86

REPORTS OF COMMITTEES

35217

BUSINESS PLANNED DEVELOPMENT NO. _____
PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA

Net Site Area		General Description of Land Use	Maximum Floor Area Ratio	Maximum Percent of Land Covered
Sq. Ft.	Acres			
22,556	0.518	Uses permitted in B6-7, Restricted Central Business District	27.32 See F.A.R. Statement Below	100% at grade 28% at floors 26 and above

Gross Site Area = Net Site Area, 22,556 sq. ft. plus area in
public Right of Way, 18,480 sq. ft. = 41,036 sq. ft. (0.94 acres)

Maximum Permitted Floor Area Ratio and Maximim Floor Area Ratio =
Existing Development, F.A.R. 27.13 (611,900 sq. ft.) plus permitted
addition, F.A.R. 0.19 (4300 sq. ft.) = 27.32 total F.A.R.

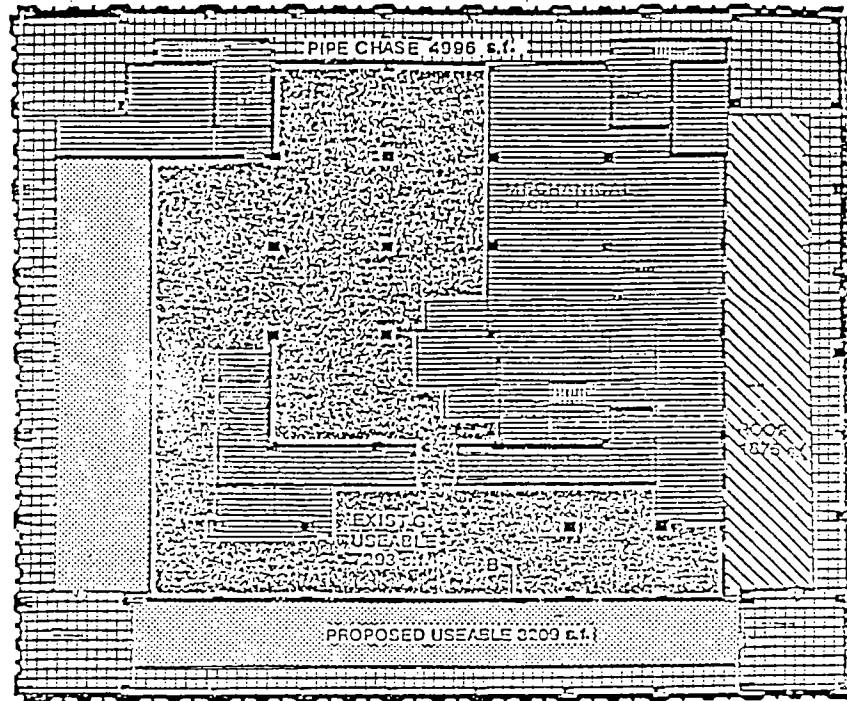
Minimum Off-street Parking and Loading: as exists, no change

Required Setbacks: (as exist): none

Setback and yard requirements may be adjusted where required
to permit conformance to the pattern of, or architectural
arrangement related to existing structures, or where necessary
because of technical reasons, subject to the approval of
the Department of Planning.

APPLICANT: Marex Properties, Ltd.
ADDRESS: 35 E. Wacker Drive
DATE: June 9, 1986

BUSINESS PLANNED DEVELOPMENT NO. _____
GENERALIZED LAND USE PLAN _____



24th FLOOR

NOTE: PLAN IS SHOWN AT 24TH FLOOR TO SHOW LOCATION OF PLANNED IMPROVEMENT

LEGEND



PLANNED IMPROVEMENT

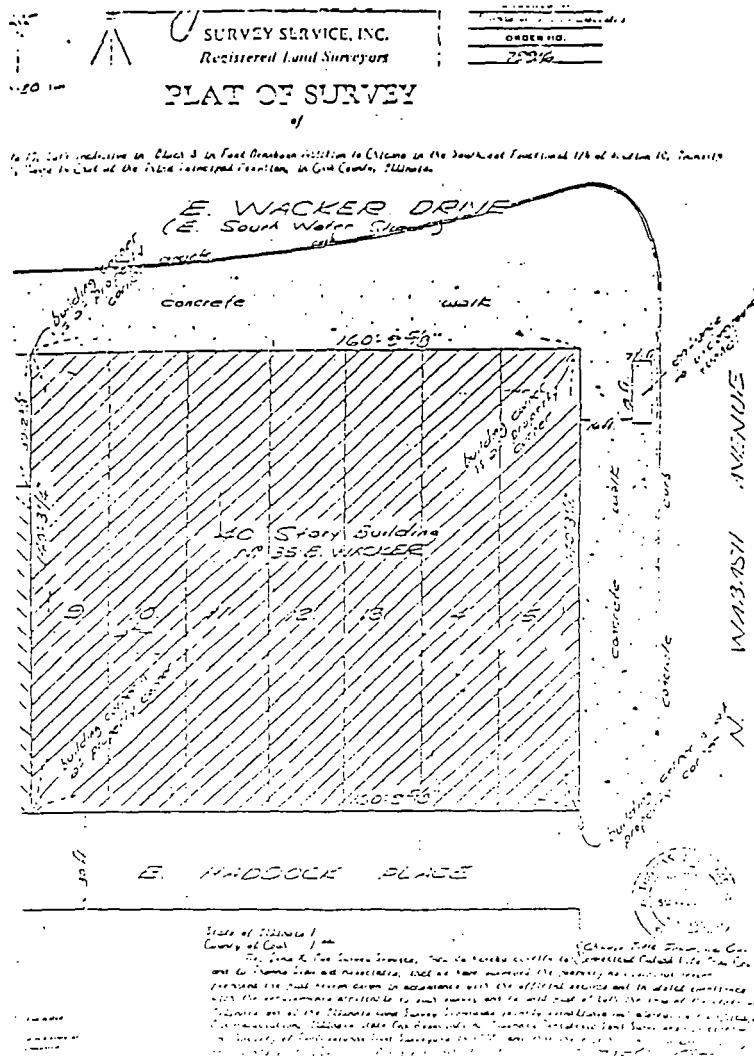
APPLICANT: Marex Properties, Ltd.
ADDRESS: 35 E. Wacker Drive
DATE: June 9, 1986

10/27/86

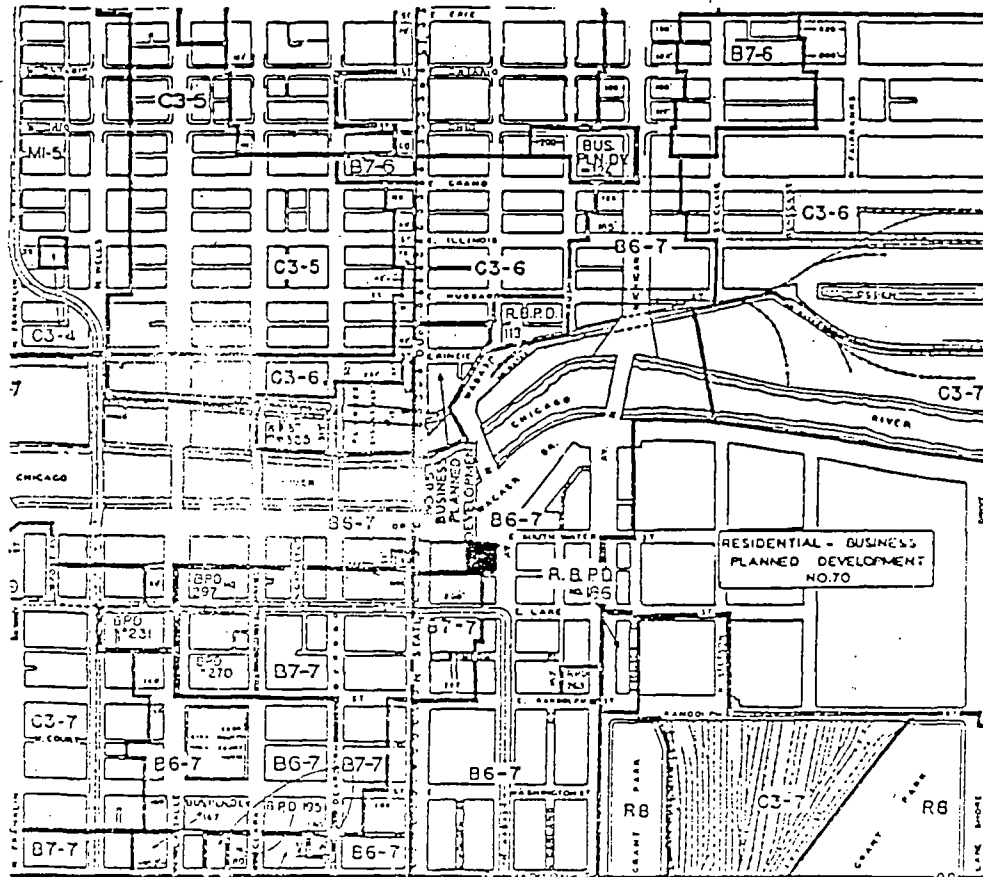
REPORTS OF COMMITTEES

35219

BUSINESS PLANNED DEVELOPMENT NO. _____
PROPERTY LINE MAP AND RIGHT OF WAY ADJUSTMENTS



BUSINESS PLANNED DEVELOPMENT NO. _____
EXISTING ZONING AND PREFERENTIAL STREETS SYSTEM



LEGEND



SITE

APPLICANT: . Marex Properties, Ltd.

ADDRESS: 35 E. Wacker Drive

DATE: June 9, 1986

(Continued from page 35214)

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 C1-4 Restricted Commercial District and B4-4 Restricted Service District symbols and indications as shown on Map No. 3-F in the area bounded by

an east-west line 166.23 feet north of and parallel to West Division Street; a north-south line 172.13 feet east of and parallel to North Wells Street; an east-west line 181.26 feet north of and parallel to West Division Street; a north-south line 132.13 feet east of and parallel to North Wells Street; an east-west line 166.26 feet north of and parallel to West Division Street; a north-south line 98.96 feet west of and parallel to North LaSalle Drive; an east-west line 147.19 feet north of and parallel to West Division Street; North LaSalle Drive; an east-west line 66.24 feet north of and parallel to West Division Street; a north-south line 98.96 feet west of and parallel to North LaSalle Drive; West Division Street; and North Wells Street.

to those of Residential-Business Planned Development, and a corresponding use district 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 hereof and to no others.

[Residential-Business Planned Development printed on pages 35222 through 35228 of this Journal.]

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

Reclassification of Area Shown on Map No. 5-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 B4-3 Restricted Service District symbols and indications as shown on Map No. 5-F in the area bounded by

West Armitage Avenue; North Lincoln Avenue; a line from a point 123 feet southeast of West Armitage Avenue along the southwesterly line of North Lincoln Avenue or the line thereof if extended where no line exists, to a point 54.52 feet east of North Sedgwick Street and 106.9 feet south of the intersection of the east line of North Sedgwick Street and the south west line of North Lincoln Avenue; North Sedgwick Street; a line 72 feet south of West Armitage Avenue; and the alley next west of and parallel to North Sedgwick Street.

(Continued on page 35229)

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT NO. _____

PLAN OF DEVELOPMENT STATEMENTS

1. The area delineated herein as Residential-Business Planned Development consists of approximately 45,676 square feet (1.048 acres) of real property bounded as shown on the attached "Property Lot Line Map". The property is presently owned or controlled by the following: Chicago Title and Trust, as Trustee under Trust Number 1080178 and LaSalle National Bank, as Trustee under Trust Numbers 107443, 109443, 109418 and 107287.
2. All applicable official reviews, approvals or permits are required to be obtained by the Owner or his successors, assignees or grantees.
3. Use of land will consist of dwelling units, business uses, an earth station receiving dish, and off-street parking and related uses.
4. Any dedication or vacation of streets or re-subdivision of parcels shall require a separate submittal on behalf of the Owner and approval by the City Council.
5. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development.
6. Service drives or any other ingress or egress lanes not heretofore proposed to be dedicated, shall be adequately designed and paved in accord with the regulations of the Department of Public Works and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.
7. Identification and business identification signs may be permitted within the area delineated herein as Residential-Business Planned Development, subject to the review and approval of the Commissioner of the Department of Planning. There shall be no advertising signs permitted.
8. The height restriction of any building or any appurtenance attached thereto shall be subject to:
 - a. height limitations as certified on form FAA-117, or

successor forms involving the same subject matter, and approved by Federal Aviation Administration; and

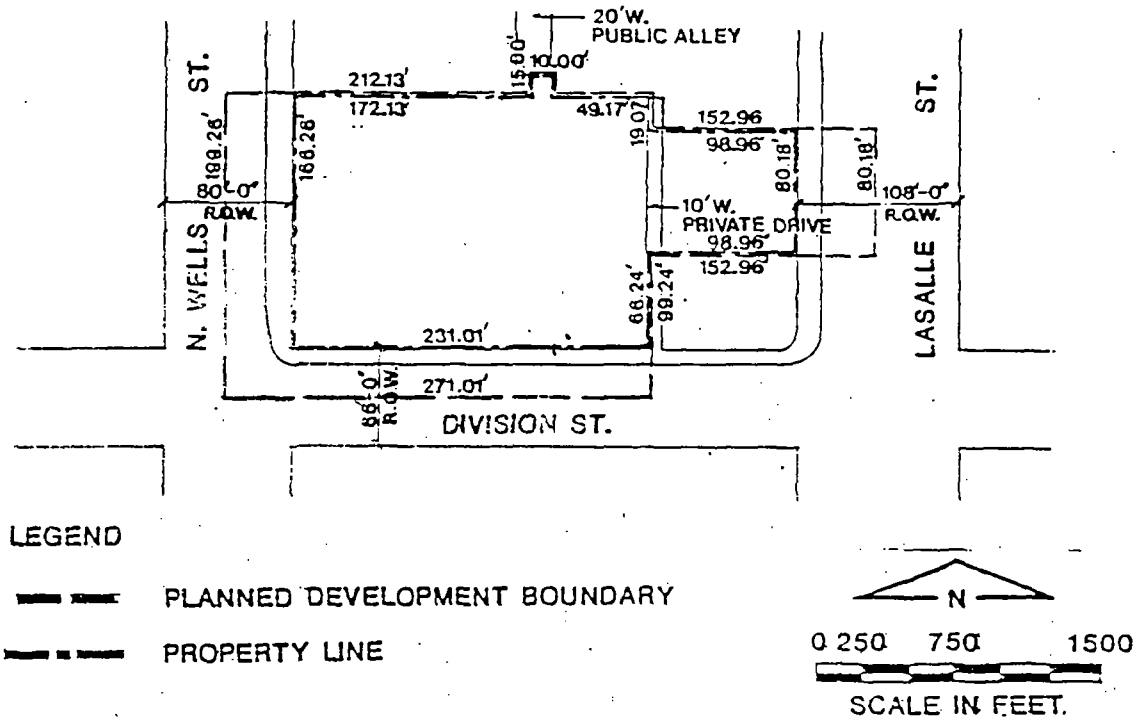
- b. airport zoning regulations as established by the Department of Planning, City of Community Development, Department of Aviation, and Department of Law, and approved by the City Council.
9. The following information sets forth data concerning the property included in said development and generalized 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 and Regulations and Procedures in Relation to Planned Development," as adopted by the Commissioner of the Department of Planning.

APPLICANT: DWL ASSOCIATES

Address: 1206-1212 N. LaSalle Street/150-172 W. Division Street/1201-1217 N. Wells Street

Date: September 10, 1986

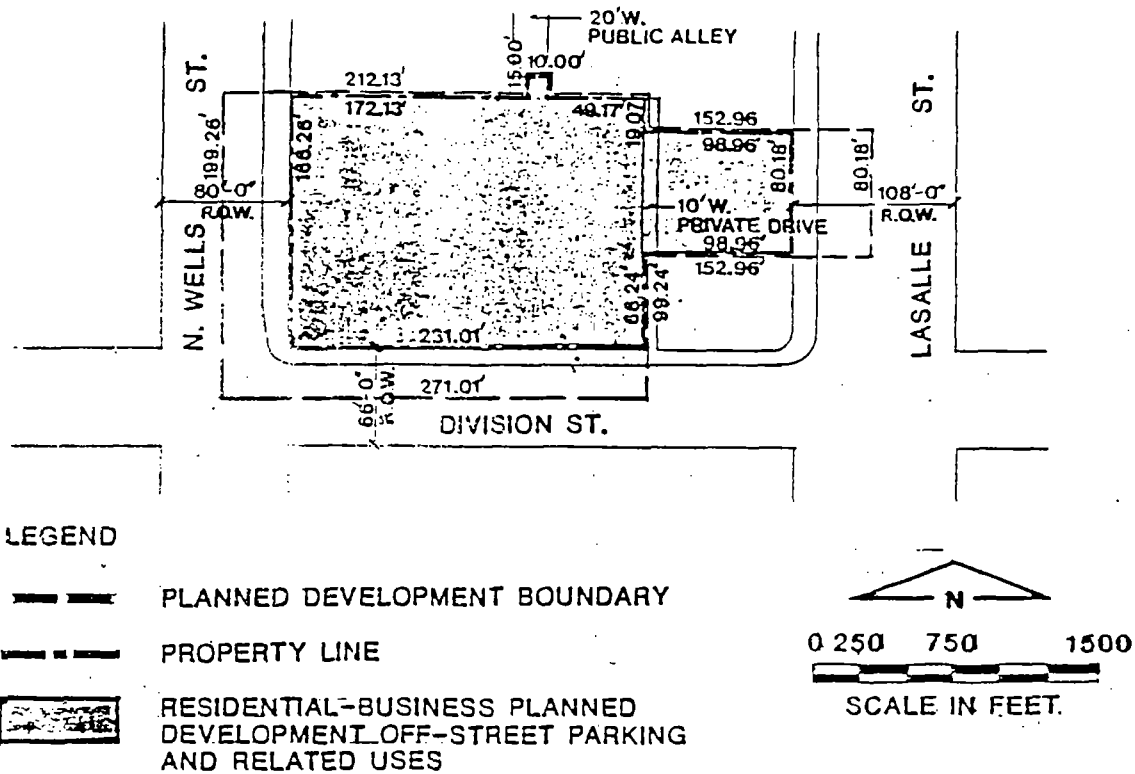
RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT
PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENT



APPLICANT: DWL Associates

DATE: September 10, 1986

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT
GENERAL LAND USE MAP

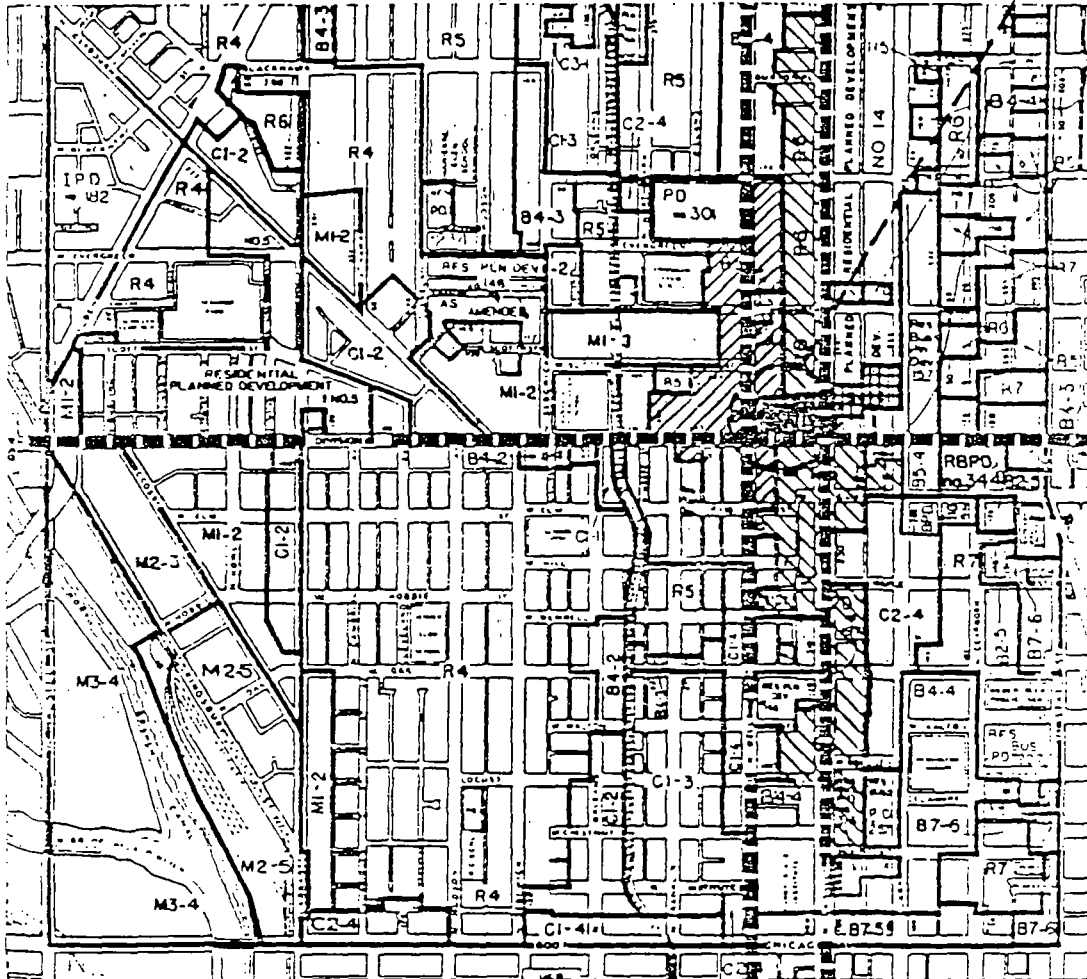


APPLICANT: DWL Associates






DATE: September 10, 1986

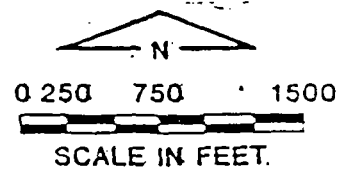
EXISTING ZONING AND PREFERENTIAL STREET SYSTEM

SITE LOCATION --- 7



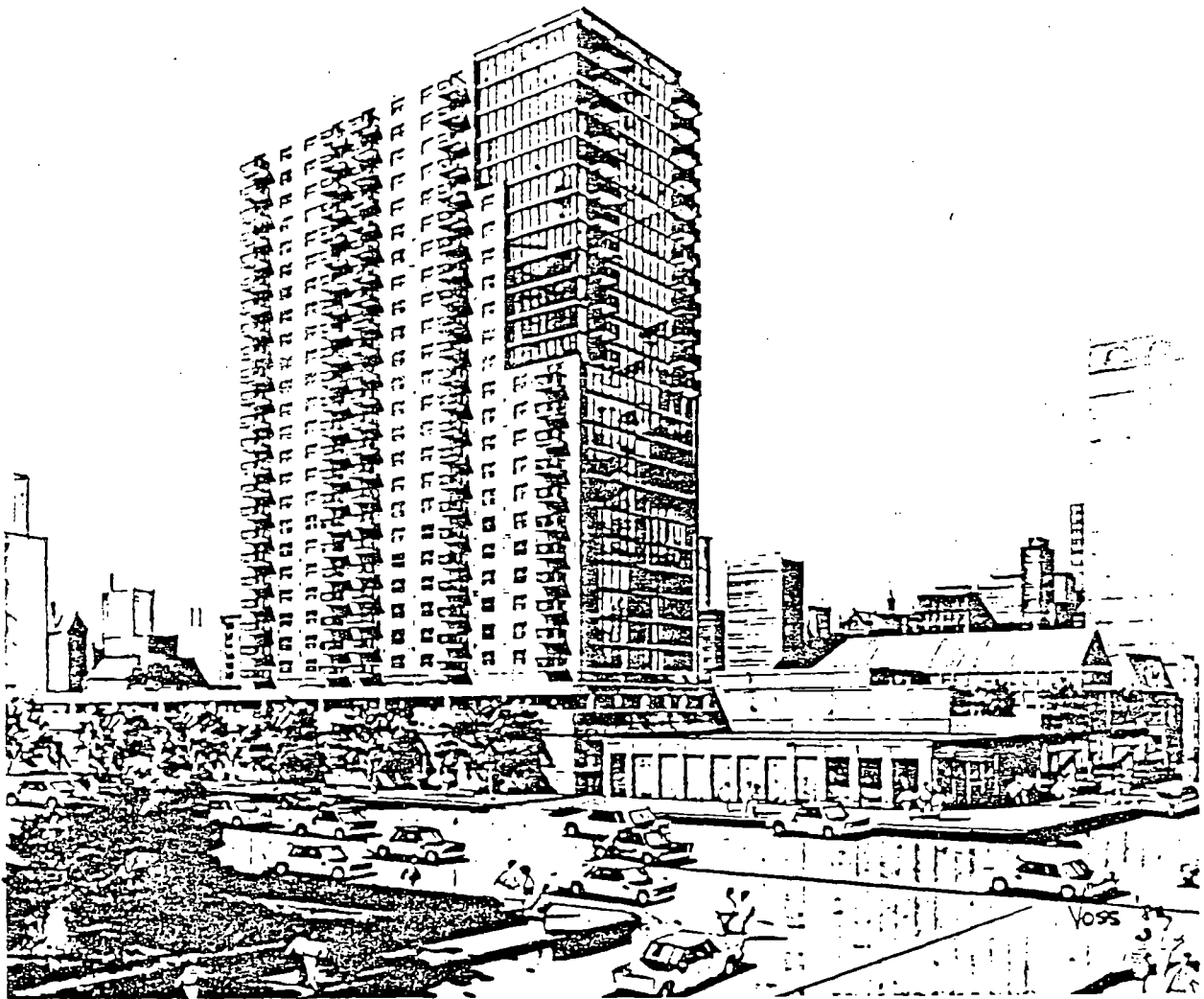
LEGEND

-  RESIDENTIAL-BUSINESS
PLANNED DEVELOPMENT BOUNDARY
-  C1-1 TO C1-5
RESTRICTED COMMERCIAL DISTRICTS
-  B4-1 TO B4-5
RESTRICTED SERVICE DISTRICTS
-  R6 GENERAL RESIDENCE DISTRICT
-  PREFERENTIAL STREET SYSTEM



APPLICANT: DWL Associates

DATE: September 10, 1986



212 N. LASALLE

THE LOEWENBERG/FITCH PARTNERSHIP
ARCHITECTS
CHICAGO, ILL. 60601

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT USE & BULK REGULATIONS & DATA

NET SITE AREA		GENERAL DESCRIPTION OF LAND USE	NUMBER OF DWELLING UNITS	MAXIMUM FL.AREA RATIO	MAXIMUM PERCENTAGE OF LAND COVERED
SQUARE FT.	ACRES	Dwelling units, Business uses, & off street parking	230	5.0	98.02% at grade; 17.47% @ 45'-6" above grade
46,448 s.f.	1.066 Acres				

GROSS SITE AREA = NET SITE AREA ARE OF PUBLIC STREETS and alleys
66,371.45 s.f. 46,448 s.f. + 19,923.45 s.f.

MAXIMUM PERMITTED F.A.R. FOR TOTAL NET SITE AREA: 5.0

MAXIMUM NUMBER OF DWELLING UNITS: 230

MINIMUM NUMBER OF OFF-STREET PARKING SPACES: 218

MINIMUM NUMBER OF OFF-STREET LOADING SPACES: 4 *

MINIMUM SETBACKS: 0

MAXIMUM AREA DEVOTED TO BUSINESS USE: 33,085 s.f. (26,000 sq. ft. for pkg. del.)

MAXIMUM PERCENT OF LAND COVERED: 98.02% at grade; 17.47% @ 45'-6" above grade

* Access to the off-street loading areas be limited to non-rush hour periods and if deliveries do occur between the hours of 7 to 9 AM or 4 to 6 PM, arrangements for on-street loading be made and that flashing lights be placed at the entrances to the loading docks. (Off-street loading from Wells Street.)

APPLICANT: DWL Associates

DATE: September 10, 1986

AMENDED: OCTOBER 9, 1986

(Continued from page 35221)

to those of a B2-3 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. 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing symbols and indications as shown on Map No. 7-G in the area bounded by

the alley next south of and parallel to West Wrightwood Avenue; the alley next east of and parallel to North Wayne Avenue; a line 200 feet north of West Altgeld Street; North Wayne Street; a line 214 feet north of West Altgeld Street; and the alley next west of and parallel to North Wayne Avenue,

to those of an R4 General Residence and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing and R4 General Residence Districts symbols and indications as shown on Map No. 7-G in the area bounded by

West Wolfram Street; a line 147.39 feet east of and parallel to North Ashland Avenue; the alley next south of and parallel to West Wolfram Street; the alley next east of and parallel to North Ashland Avenue; a line 173.15 feet south of and parallel to West Wolfram Street; and North Ashland 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-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-1 Restricted Commercial District symbols and indications as shown on Map No. 7-G in the area bounded by

a line 298 feet west of and parallel to the alley next east of and parallel to North Southport Avenue; West Fletcher Street; the alley next east of to the alley next east of and parallel to North Southport Avenue; and the alley next south of and parallel to West Fletcher Street,

to the designation of a Residential Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

[Residential Planned Development printed on pages
35231 through 35237 of this Journal.]

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

Reclassification of Area Shown on Map No. 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 7-G in area bounded by

the alley next north of and parallel to West Fletcher Street; a line 325 feet west of and parallel to North Racine Avenue; West Fletcher Street; a line 241 feet west of and parallel to North Racine Avenue; the alley next south of and parallel to West Fletcher Street; and the alley next west of and almost parallel to the alley next west of and parallel to North Racine Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

(Continued on page 35238)

RESIDENTIAL PLANNED DEVELOPMENTPLAN OF DEVELOPMENT
STATEMENTS

1. The area delineated herein as a Residential Planned Development is owned by the LaSalle National Bank, as Trustee under Trust No. 105009. The Contract Purchaser from the Trust and the person who is to develop the property is Ronald B. Shipka.
2. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development, subject to the review of the Department of Streets and Sanitation and the approval of the Department of Planning. Ingress and egress to such off-street facilities shall be from Fletcher Street and the alley north of Fletcher.
3. All applicable official reviews, approvals or permits are required to be obtained by the Developer: Ronald B. Shipka.
4. Any dedication or vacation of streets and alleys, or easements or adjustments of rights-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of purchasers or their successors, assignees or grantees. None are contemplated.
5. Any service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles; there shall be no parking within such paved areas. Fire lanes, if required, shall be adequately designed and paved in compliance with the Municipal Code of the City 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 areas.
6. The following uses shall be permitted within the area delineated herein as the Residential Planned Development. Residential multi-family walk-up dwelling units; uses necessary and accessory to residential dwelling units; parking as set forth in the plan of development.
7. Identification signs may be permitted within the area delineated herein as Residential Planned Development, subject to the review and approval of the Department of Buildings and the Department of Planning.
8. The information in the tables and maps attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as Residential Planned Development, and illustrates that the development of such area shall be in general compliance with the residential district classification R-5, and with the intent and purpose of the Chicago Zoning Ordinance.
9. The Plan of Development hereto attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as promulgated by the Commissioner of Planning.

APPLICANT: Developer: Ronald B. Shipka

DATE: August 1, 1986

STATEMENT/DJM

PERCENTAGE OF LAND COVERAGE:

$$\frac{\text{OPEN SF}}{\text{SITE AREA}} = \frac{12,054 \text{ SF}}{36,495 \text{ SF}}$$

DWELLING UNIT DISTRIBUTION:

(8) STUDIOS
 (73) 1 BR
 (81) TOT. UNITS

BUILDING	NO OF FLRS/ FOOTPRINT	TOTAL SF	INFILL POTENTIAL	NOTES
OFFICE	2 (18' x 64')	2,304 SF	—	
BREW HSE.	4 (50' x 37')	7,400 SF	(3 FLRS) 5,550 SF	PLUS 350 PENTHOUSE
MACHINE HSE.	3 (39' x 48')	5,718 SF	(2 FLRS) 3,812 SF	
PAVING HSE.	1 (52' x 48')	2,521 SF	(1 FLR) 2,521 SF	220' RAMP
STOCKS HSE.	5 (39' x 59')	17,355 SF	(1 FLR) 3,471 SF	PLUS 1,950 PENTHOUSE
SYNUP HSE.	1 (38' x 39')	3,419 SF	(2 FLRS) 6,838 SF	220' RAMP
WASH HSE.	2 (50' x 53')	5,876 SF	(1 FLR) 2,938 SF	NOUDDY 2938 SF MT
BARREL BBSRST.	2 (29' x 50')	2,900 SF	—	NOUDDY 550 SF MT
ICE STOR.	1 (35' x 64')	2,272 SF	(1 FLR) 2,272 SF	+ 3' ABOVE GRADE
PATCH HSE.	1 (35' x 46')	1,651 SF	(1 FLR) 1,651 SF	ON ALLEY GRADE
PUMP HSE.	1 (35' x 52')	1,838 SF	(1 FLR) 1,838 SF	
TOTAL	23,585 SF	53,254 SF	30,891 SF	

84,145 SF TOT.

SITE AREA:

$$(125.09 \times 285.50) \frac{1}{2} (125.09 \times 12.50) = 36,495 \text{ SF}$$

$$\div 450 = 81 \text{ UNITS}$$

$$\text{BUILDOUTS @ RS (2.2) = 80,209}$$

NO OF CARS: 61

BEST BREWERY

PROJECT # 4206
 0/8/86

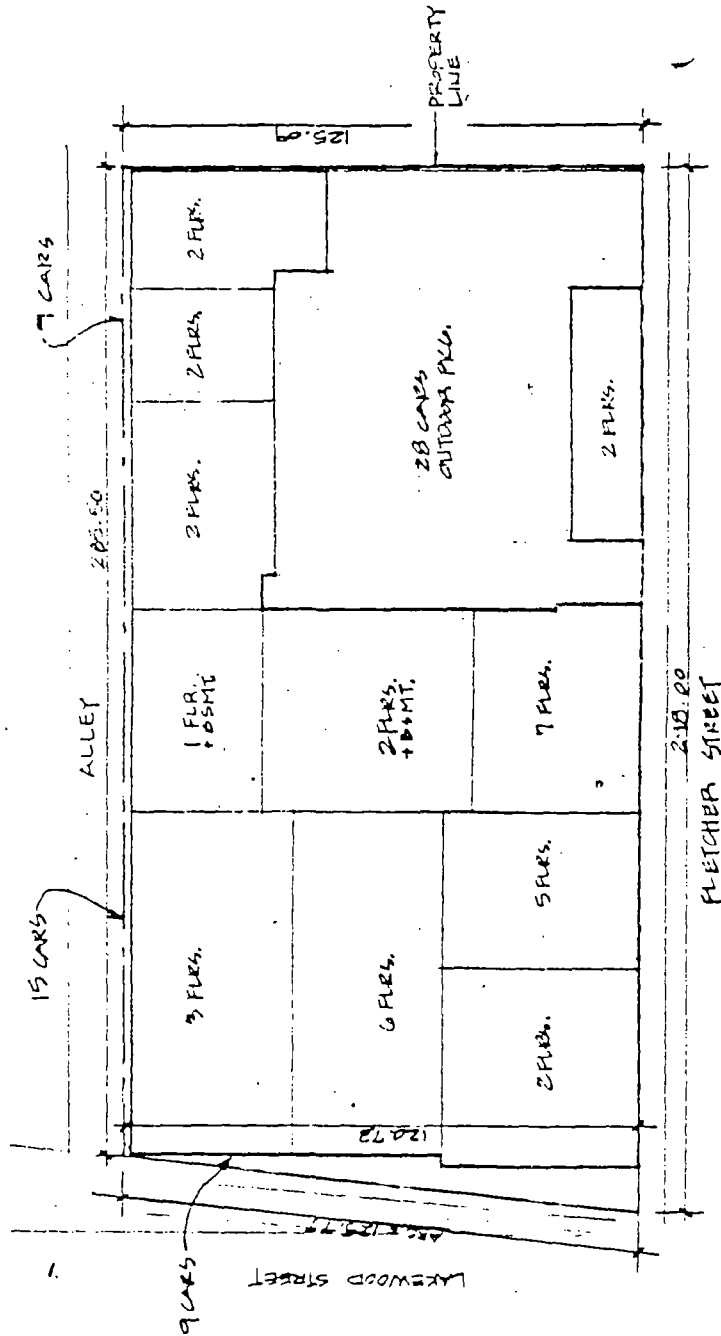
KENNETH SCHROEDER
 & ASSOCIATES

10/27/86

REPORTS OF COMMITTEES

35233

REVISED 8/3/8



SITE AREA: $(125.01 \times 295.50) + \frac{1}{2}(125.01 \times 12.50) = 36,415 \text{ SF}$

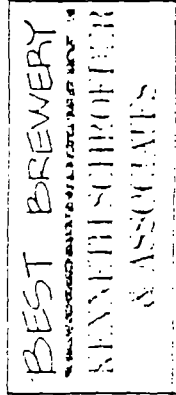
$\div 450 = 81 \text{ UNITS}$

BUILDABLE

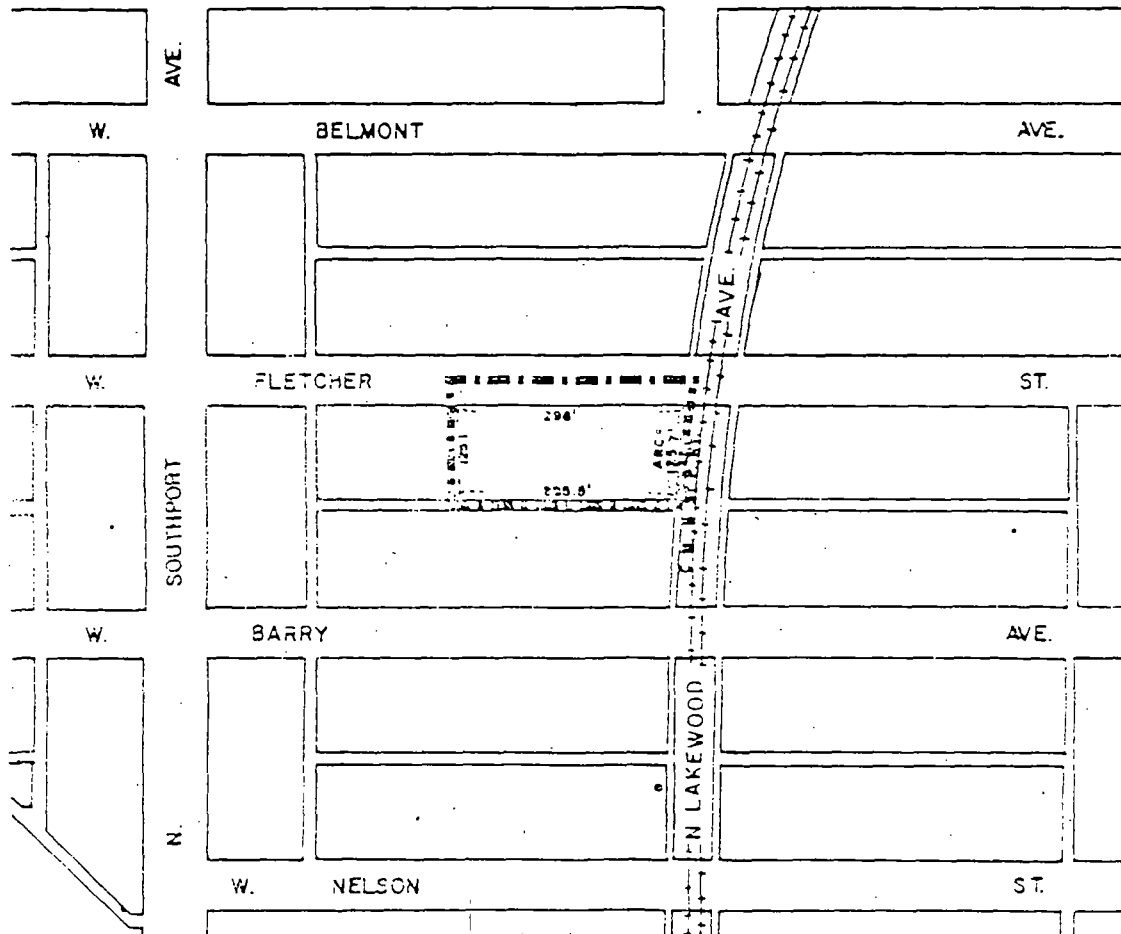
GRS (22) = 80,201

NO OF CARS: 61

NO OF UNITS: 81

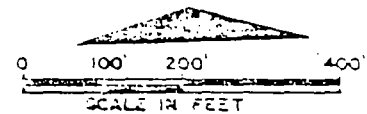


RESIDENTIAL PLANNED DEVELOPMENT
PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENTS



LEGEND

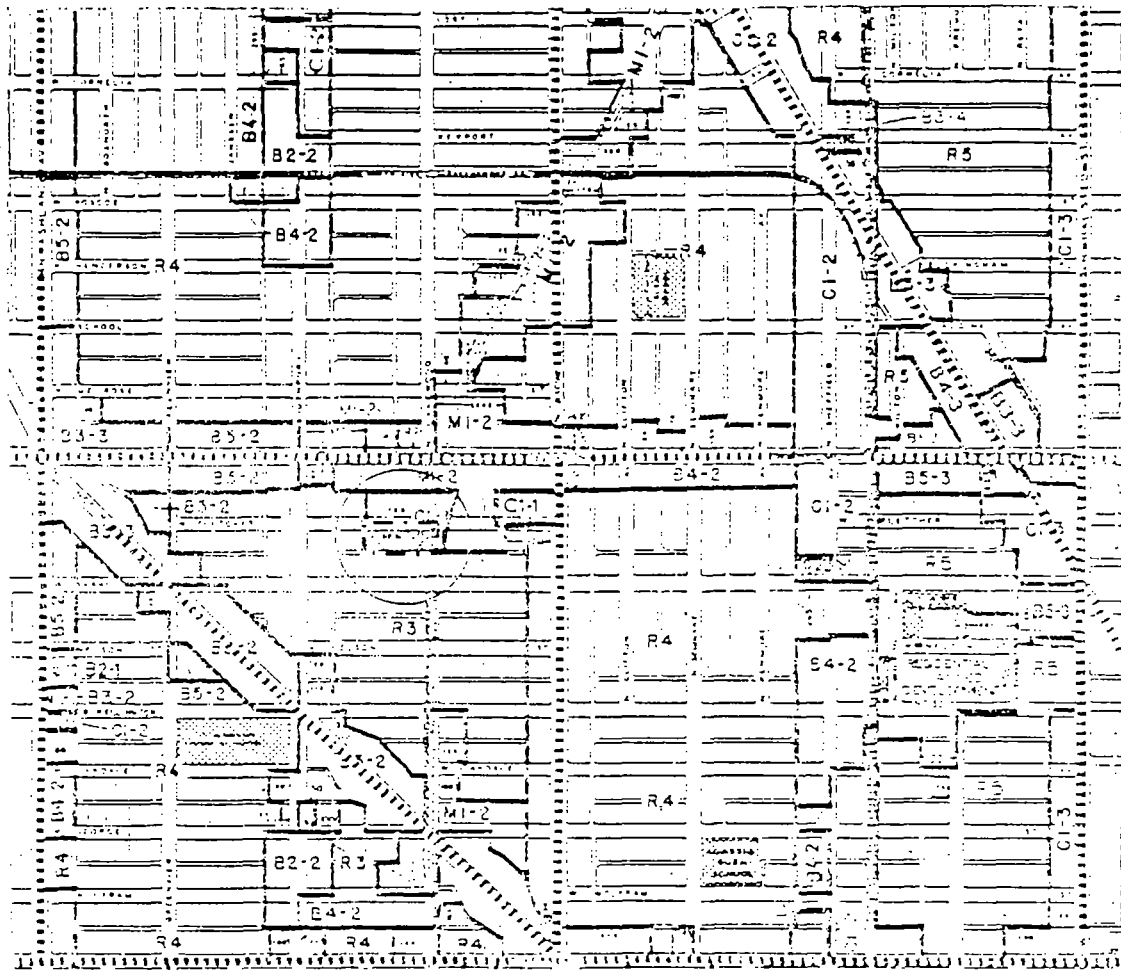
----- PLANNED DEVELOPMENT BOUNDARY



APPLICANT:

DATE:

RESIDENTIAL PLANNED DEVELOPMENT
EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



LEGEND



RESIDENTIAL PLANNED DEVELOPMENT BOUNDARY



ZONING DISTRICT BOUNDARIES



PREFERENTIAL STREET SYSTEM



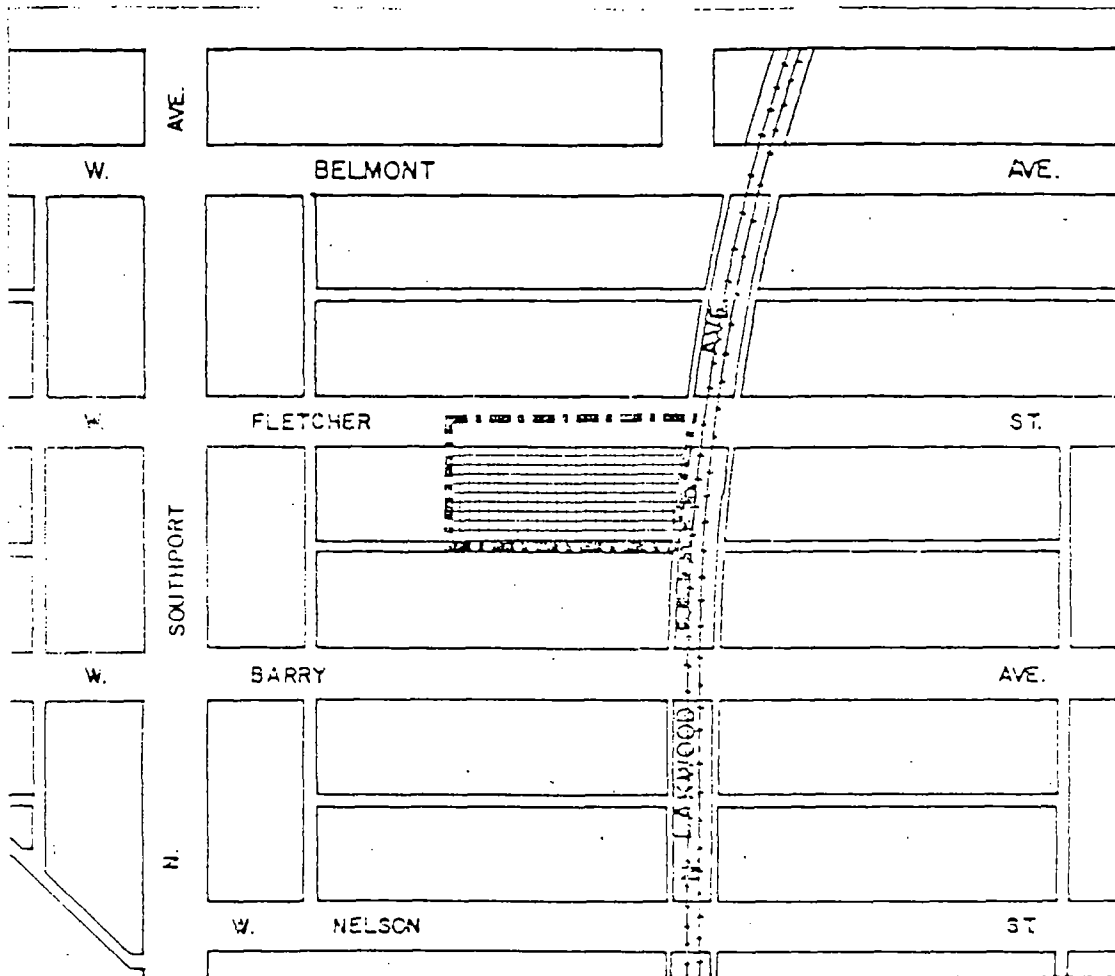
PUBLIC & QUASI-PUBLIC FACILITIES



APPLICANT:

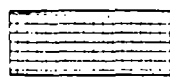
DATE:

RESIDENTIAL PLANNED DEVELOPMENT GENERALIZED LAND USE PLAN



LEGEND

----- PLANNED DEVELOPMENT BOUNDARY



RESIDENTIAL UNITS (81 Units), WITH
OFF-STREET PARKING



APPLICANT:

DATE:

RESIDENTIAL AND BUSINESS PLANNED DEVELOPMENT
USE AND BULK REGULATIONS AND DATA

Net Site Area		General Description of Land Use		
Sq.Ft.	Acres		F.A.R.	% of Land Coverage
36,495	.86	77 Residential multi- family walk-up units. 12 - two bedroom 32 - one bedroom 33 - studio apartments	2.00	77%

Gross Building Square Footage

Total 79,305 S.F. (includes garages)
72,853 S.F. (without garages)

NOTE: Existing manufacturing building to be rehabed. New construction to consist of addition of new floors within existing structure, and elevator, lobby and stair tower structure on exterior.

Existing Building Gross Square Footage: 53,254 S.F.
New Construction: 26,051 S.F.

Gross Site Area = 36,495 sq.ft.

Open Space = 12,054 sq.ft.

Building Coverage: 24,441 sq.ft.

Number of off-street loading spaces: None

Minimum Number of Parking Spaces: 61

Note: 1300 Block of West Fletcher is a designated service drive with diagonal parking. Additional spaces are also available offsite.

Periphery Setbacks at Property Lines: 0 Feet

APPLICANT: Bernard I. Citron, as Attorney
Developer: Ron Shipka

DATE: August 1, 1986

(Continued from page 35230)

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

Reclassification of Area Shown on Map No. 8-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2, Restricted Manufacturing District symbols and indications as shown on Map No. 8-F in the area bounded by

a line 377.06 feet south of and parallel to West 33rd Street; the center line of South Normal Avenue; a line 652.06 feet south of and parallel to West 33rd Street; and the center line of the alley west of and parallel to South Normal Avenue,

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. 12-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 B4-1 Restricted Service District symbols and indications as shown on Map No. 12-M in area bounded by

West 54th Street; a line 133.13 feet east of and parallel to South Moody Avenue; South Archer Avenue; a line 85.3 feet east of and parallel to South Moody Avenue (as measured along South Archer Avenue); and West 54th Street,

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. 13-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 and R3 General Residence District symbols and indications as shown on Map No. 13-K in the area bounded by

a line 540.81 feet north of West Lawrence Avenue; North Pulaski Road; West Lawrence Avenue; North Keystone Avenue; a line 435.89 feet north of West Lawrence Avenue; and the alley next west of North Pulaski Road,

to those of the B5-1 General Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. That the B5-1 General Service District above described and established be changed to the designation of a Business Planned Development which is hereby established 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.

[Business Planned Development printed on pages 35240
through 35245 of this Journal.]

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

Reclassification of Area Shown on Map No. 13-M.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 13-M in area bounded by

West Bryn Mawr Avenue; a line 250 feet east of and parallel to North Marmora Avenue; a line 96.09 feet south of West Bryn Mawr Avenue; a line 34.15 feet long, running in a southeasterly direction, commencing at a point 96.09 feet south of West Bryn Mawr Avenue, to a point 227.85 feet east of North Marmora Avenue; the alley next south of and parallel to West Bryn Mawr Avenue; and a line 200 feet east of and parallel to North Marmora 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.

(Continued on page 35246)

BUSINESS PLANNED DEVELOPMENT NO. _____

STATEMENTS

1. The premises in question are owned by (1) Dominick's Finer Foods, Inc., a Delaware Corporation, authorized to do business in Illinois, with an address of 555 Northwest Avenue, Northlake, Illinois and, (2) the City of Chicago, a Municipal Corporation, with an address of 121 North LaSalle Street, Chicago, Illinois.
2. All applicant official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees.
3. Any dedication or vacation of streets and alleys, or easements, or adjustments of rights-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees.
4. The following uses shall be permitted within the area delineated herein as Business Planned Development: grocery stores, retail drug stores, general merchandise uses, restaurants, retail and service type business uses, parking and related uses (exclusive of any principal activity of permanent outdoor storage and service station uses).
5. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development, subject to the review of the Department of Public Works and the approval of the Department of Planning.
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 Public Works and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles; there shall be no parking within such paved areas. Fire lanes, if required, shall be adequately designed and paved in compliance with the Municipal Code of Chicago to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.
7. Business establishments shall be unrestricted in respect to maximum gross floor areas, subject only to aggregate maximum floor area ratio. The maximum floor area ratio shall be 0.80.
8. Identification signs may be permitted within the area delineated herein as Business Planned Development, subject to the review and approval of the Department of Inspectional Services and the Department of Planning.
9. The height restriction of any building or any appurtenance attached thereto shall be subject to:

APPLICANT: Dominick's Finer Foods, Inc.

ADDRESS: 4800-4954 N. Pulaski/4000-4024 W. Lawrence Avenue/4801-4843 N. Keystone Ave.

DATE: July 1, 1986

- a. height limitations as certified on Form FAA-117, or successor forms involving the same subject matter, and approved by the Federal Aviation Administration; and
 - b. airport zoning regulations as established by the Department of Planning, City and Community Development, Department of Aviation, and Department of Law, as approved by the City Council.
10. The information in the tables and maps attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as Business Planned Development, and stipulates the land use and development controls applicable to the site.

Attached hereto and incorporated herein by reference are:

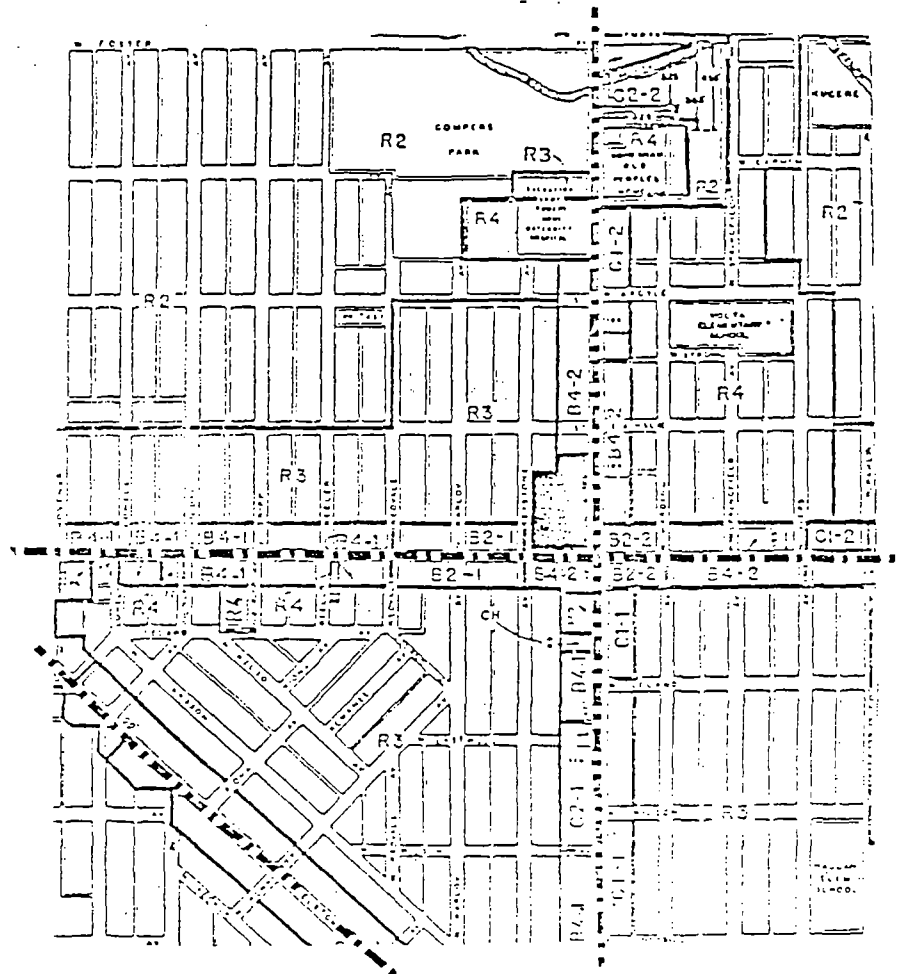
- A. Property line map and right-of-way adjustments;
 - B. Existing zoning and preferential street system map;
 - C. Generalized land use plan; and
 - D. Planned Development Use and Bulk Regulations and Data Chart.
11. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments," as promulgated by the Commissioner of Planning.

APPLICANT: Dominick's Finer Foods, Inc.

ADDRESS: 4800-4954 N. Pulaski/4000-4024 W. Lawrence Avenue/4801-4843 N. Keystone Ave.


DATE: July 1, 1986

BUSINESS PLANNED DEVELOPMENT NO. _____
 EXISTING ZONING AND PREFERENTIAL STREETS SYSTEM



LEGEND

 SITE

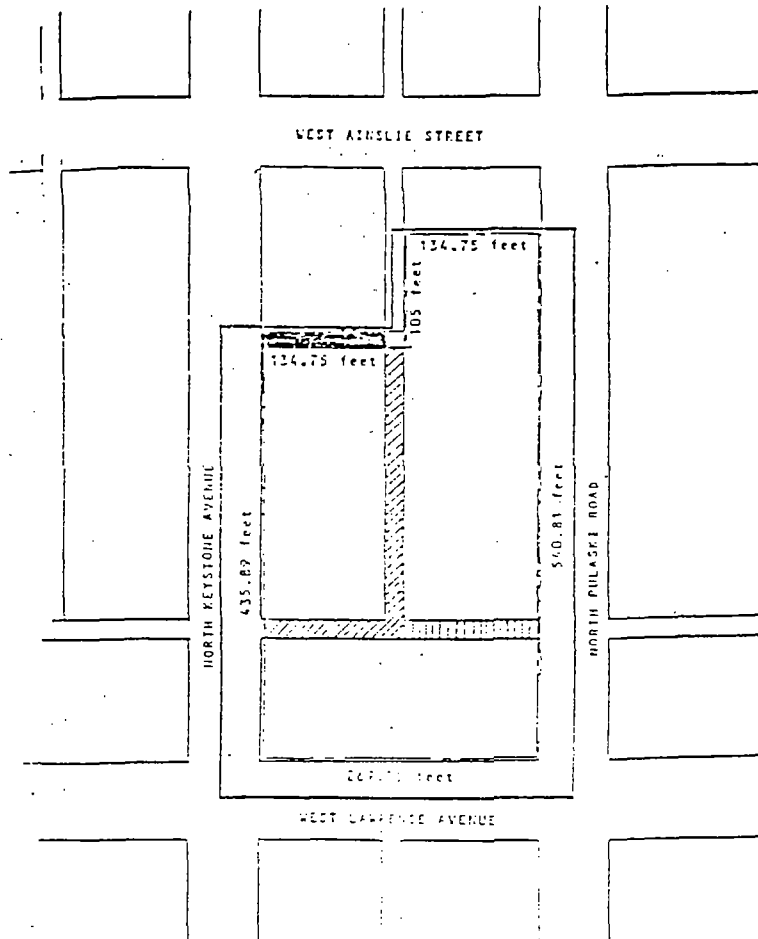
 PREFERENTIAL STREETS

APPLICANT: Dominick's Finer Foods, Inc.




ADDRESS: 4800-4954 N. Pulaski/4000-4024 W. Lawrence Avenue/4801-4843 N. Keystone Ave.

DATE: July 1, 1986

BUSINESS PLANNED DEVELOPMENT NO. _____
PROPERTY LINE MAP AND RIGHT OF WAY ADJUSTMENTS



LEGEND

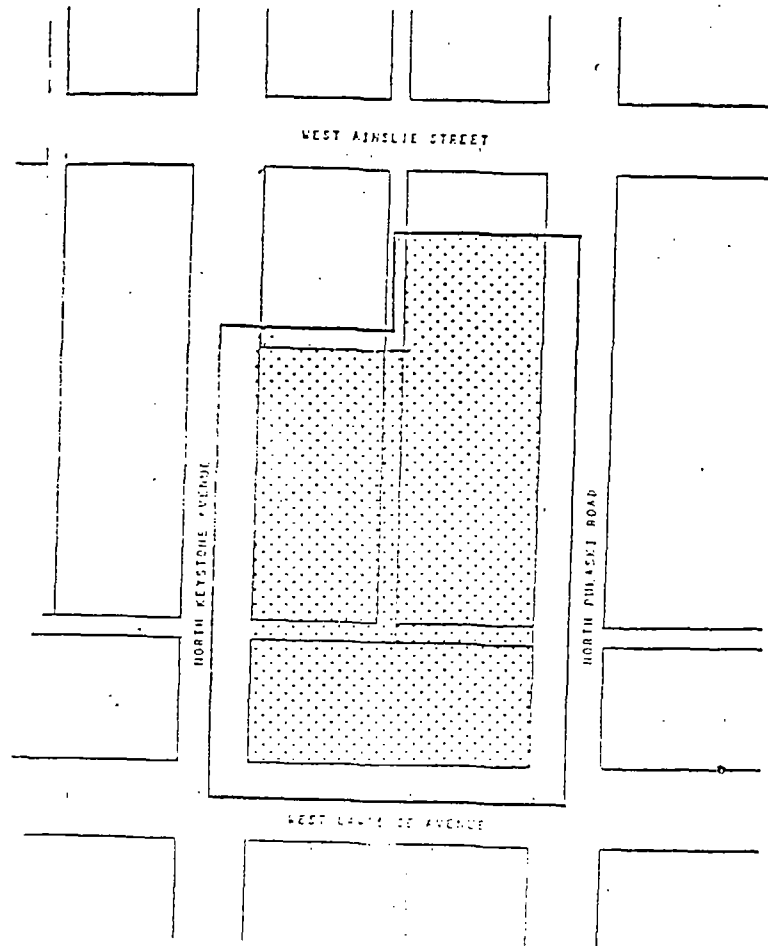
- PLANNED DEVELOPMENT BOUNDARY
- - - PROPERTY LINES
-  ALLEY VACATED
-  ALLEY TO BE VACATED
-  ALLEY TO BE DEDICATED

APPLICANT: Dominick's Fiber Foods, Inc.

ADDRESS: 4800-4954 N. Pulaski/4000-4024 W. Lawrence Avenue/4801-4843 N. Keystone Ave.

DATE: July 1, 1986

BUSINESS PLANNED DEVELOPMENT NO. _____
GENERALIZED LAND USE PLAN



LEGEND

- PLANNED DEVELOPMENT BOUNDARY
- GROCERY STORES, RETAIL DRUG STORES, GENERAL MERCHANDISE USES, RESTAURANTS, RETAIL AND SERVICE TYPE BUSINESS USES, PARKING AND RELATED USES

APPLICANT: Dominick's Finer Foods, Inc.

ADDRESS: 4800-4954 N. Pulaski/4000-4024 W. Lawrence Avenue/4801-4843 N. Keystone Ave.

DATE: July 1, 1986

10/27/86

REPORTS OF COMMITTEES

35245

BUSINESS PLANNED DEVELOPMENT NO. _____

USE AND BULK REGULATIONS AND DATA

<u>NET SITE AREA</u>		<u>GENERAL DESCRIPTION OF LAND USE</u>	<u>F.A.R.</u>	<u>% OF LAND COVERAGE</u>
Sq. Ft.	Acres			
128,509	2.95	Grocery stores, retail drug stores, general merchandise uses, restaurants, retail and service type business uses, parking and related uses*	0.50	50%
		*exclusive of any principal activity of permanent outdoor storage and service station uses.		

GROSS SITE AREA

Net Site Area of 2.95 acres plus Public Right-of-Way area of 1.05 acres = 4.0 acres.

NUMBER OF OFF-STREET LOADING SPACES

Per requirements of B5 General Service Districts.

MINIMUM NUMBER OF PARKING SPACES

170

PERIPHERY SETBACKS AT PROPERTY LINES

West Property Line along North Keystone.....0 feet
 North Property Line.....0 feet
 East Property Line along North Pulaski Road.....0 feet
 South Property Line along West Lawrence Avenue.....200 feet

Setback and yard requirements may be adjusted where required to permit conformance to the pattern of, or architectural arrangement related to existing structures, or where necessary because of technical reasons, subject to the approval of the Department of Planning.

APPLICANT: Dominick's Finer Foods, Inc.

ADDRESS: 4800-4954 N. Pulaski/4000-4024 W. Lawrence Avenue/4801-4843 N. Keystone Ave.

DATE: July 1, 1986

(Continued from page 35239)

Reclassification of Area Shown on Map No. 13-P.

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 Business Planned Development No. 322 symbols and indications as shown on Map No. 13-P in the area bounded by

West Catalpa Avenue; North Cumberland Avenue; West Catherine Avenue; and North Chester Avenue,

to the designation of the Business Planned Development No. 322, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

[Business Planned Development printed on pages 35247
through 35251 of this Journal.]

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

Reclassification of Area Shown on Map No. 18-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 Institutional Planned Development No. 203 and M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 18-H in the area bounded by

West 73rd Street or the line thereof if extended where no street exists; South Hoyne Avenue; West 74th Street or the line thereof if extended where no street exists; and a line 50 feet east of the east right-of-way line of the Pittsburg, Cincinnati, Chicago and St. Louis Railroad,

to the designation of Institutional Planned Development No. 203, as amended which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

(Continued on page 35252)

BUSINESS PLANNED DEVELOPMENT
PLAN OF DEVELOPMENT
STATEMENTS

1. The area delineated hereon as a "Business Planned Development" is owned or controlled by Parkway Bank & Trust Co. ATUT 6716 , dated 03/22/84.

2. Off-street parking and loading facilities will be provided in compliance with this Plan of Development as authorized by this Plan of Development, subject to the review of the Department of Streets and Sanitation and the approval of the Department of Planning.

3. No dedication of streets or alleys or adjustment of the rights of way of consolidation or resubdivision of parcels shall be required.

4. All applicable official reviews, approvals or permits are required to be obtained by Parkway Bank & Trust Co. ATUT 6716, dated 03/22/84, Chicago Health & Tennis or their successors, assignees or grantees.

5. Service drives or any other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.

Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.

6. Use of land will consist of rental office units, a health club facility, including a swimming pool, off-street parking and a park as authorized by this amended Plan of Development.

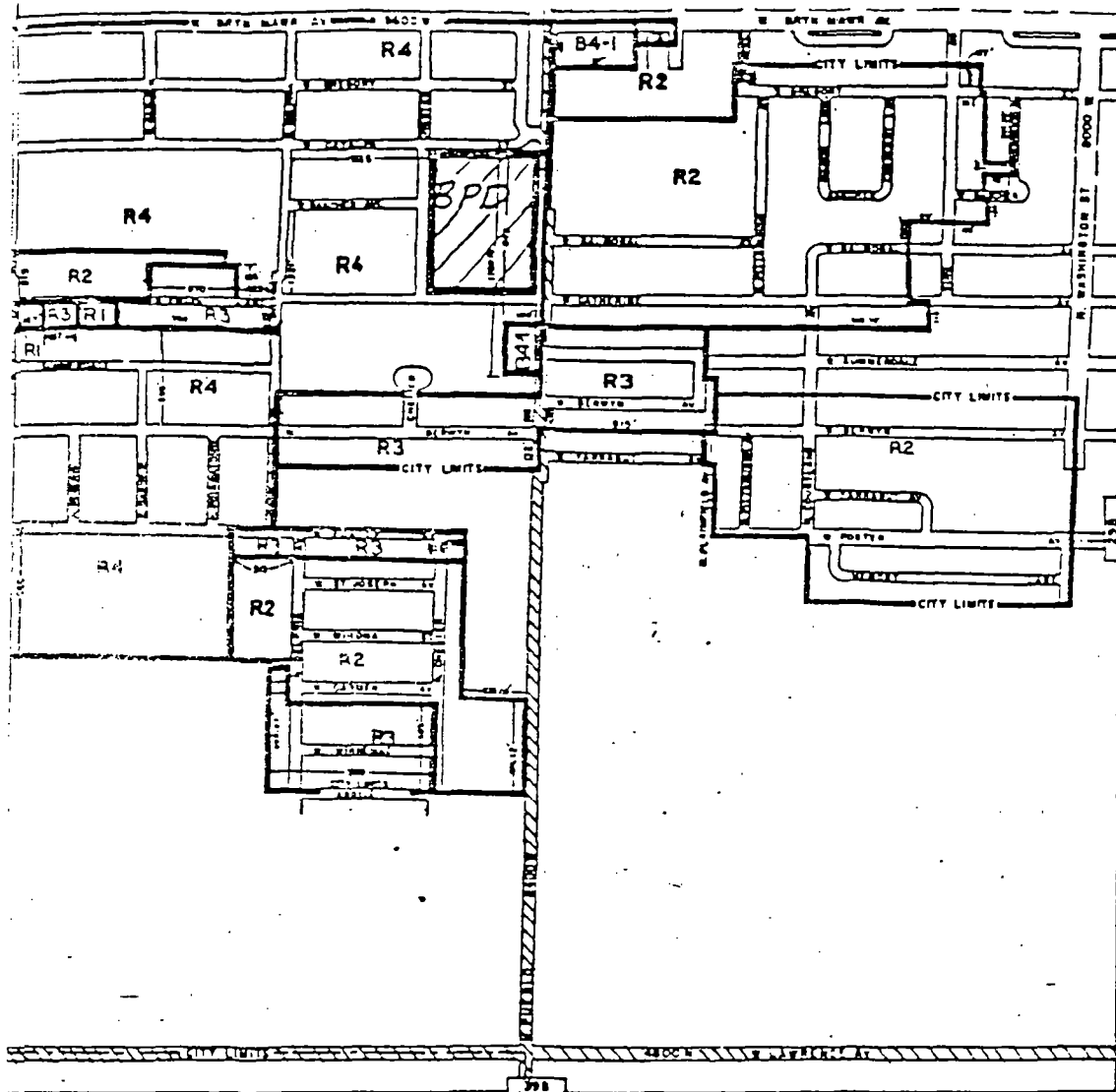
7. The following information sets forth data concerning the property included in said development and data concerning a generalized land use plan (Site Plan) illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance.

8. Identification signs may not be permitted, except with the approval of the Commissioner of Planning.

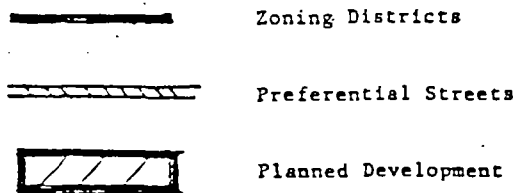
9. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development" as adopted by the Commissioner of Planning.

APPLICANT: Richmond Joint Venture

DATE: May 3, 1986



Existing zoning and preferential streets map



May 3, 1986

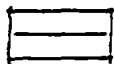
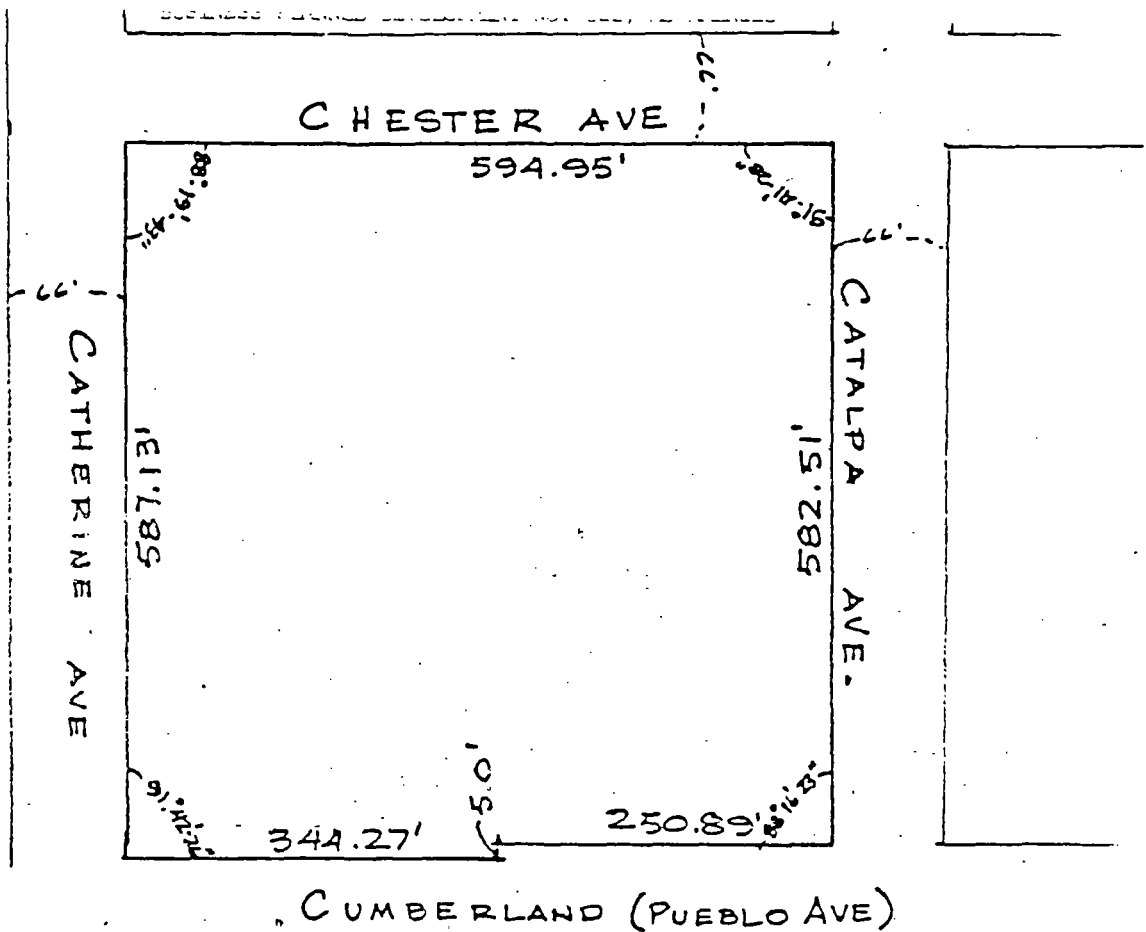
APPLICANT: Richmond Joint Venture



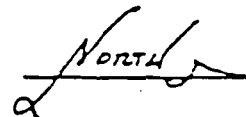
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REPORTS OF COMMITTEES

35249



PROPERTY LINE AND PLANNED
DEVELOPMENT BOUNDARY



APPLICANT: Richmond Joint Venture

DATE: May 3, 1986

July 25, 1986

REPORTS OF COMMITTEES

BUSINESS PLANNED DEVELOPMENT NO. 322, AS AMENDED

PLANNED DEVELOPMENT USE AND BULK REGULATIONS & DATA

<u>NET SITE AREA</u>	<u>GENERAL DESCRIPTION OF LAND USE</u>	<u>MAXIMUM F.A.R.</u>	<u>MAXIMUM % OF LAND COVERED</u>
347,684 Sq. Ft. 7.98 Acres	Business Offices, health club facility, including swimming pool and on-site parking	0.86	.38%
282,034 Sq. Ft. 6.473 Acres (without park)	Business Offices health club facility, including swimming pool and on-site parking	1.05	.38%

MAXIMUM PERMITTED F.A.R. FOR TOTAL NET SITE AREA = .86

MAXIMUM PERMITTED F.A.R. FOR TOTAL NET SITE AREA MINUS PARK AREA = 1.05

MINIMUM NUMBER OF PARKING SPACES REQUIRED = 532

MINIMUM NUMBER OF OFF-STREET LOADING SPACES REQUIRED = 2

MINIMUM PERIPHERY SETBACK - NORTH PROPERTY LINE = 0'
 SOUTH PROPERTY LINE = 0'
 WEST PROPERTY LINE = 261'
 EAST PROPERTY LINE = 33'

MAXIMUM PERCENTAGE OF LAND COVERED MINUS PARK AREA = 38%

APPLICANT: Richmond Joint Venture
 (no revision)

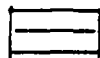
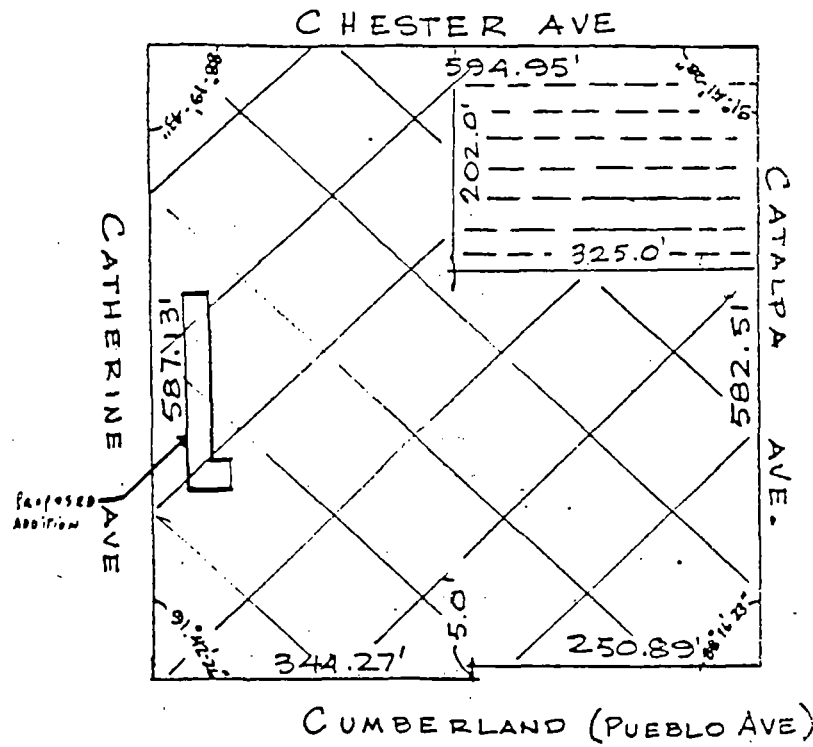
DATE: July 25, 1986

10/27/86

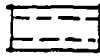
REPORTS OF COMMITTEES

35251

GENERALIZED LAND USE MAP



PLANNED DEVELOPMENT BOUNDARY



PARK



BUSINESS AND OFF STREET PARKING



APPLICANT: Richmond Joint Venture

DATE: May 3, 1986

(Continued from page 35246)

[Institutional Planned Development printed on pages
35253 through 35258 of this Journal.]

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

Reclassification of Area Shown on Map No. 28-D.

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

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, be, and is hereby amended by supplementing all the M3-3 Heavy Manufacturing District symbols and indications as shown on Map 28- D to reflect the establishment of a Communications Planned Development for the erection of a 120 foot tower and three Earth Station Receiving Dishes and antennas located on vacant property located at the Southwest Corner of 112th Street and Corliss Avenue, Chicago, Illinois.

SECTION 2. This Communications Planned Development is specifically for the erection of the 120 foot tower and Earth Station Receiving Dishes above described and in no way affects, alters or prejudices the existing zoning district regulations applicable to any other improved or unimproved portions of the above described area.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and due publication.

Action Deferred-- AMENDMENT OF MUNICIPAL CODE CHAPTER
194A CONCERNING FLOOR AREA RATIOS IN
DESIGNATED RESIDENTIAL DISTRICTS.

The Committee on Zoning submitted the following report, which was, on motion of Alderman Evans and Alderman Bloom, *Deferred* and ordered published:

CHICAGO, October 14, 1986.

To the President and Members of the City Council:

Your Committee on Zoning having had under consideration a proposed ordinance (referred August 28, 1986) relative to 11.7-4 (7) of the Municipal Code of Chicago, Chapter 194A, begs leave to recommend that Your Honorable Body pass the substitute proposed ordinance attached herewith.

(Continued on page 35259)

PLAN OF DEVELOPMENT FOR
INSTITUTIONAL PLANNED DEVELOPMENT No. 203
As Amended
STATEMENTS

1. This Plan of Development, consisting of eight (8) statements, a zoning and preferential streets map, a planned development and rights-of-way adjustment map, a generalized land use map, and a table of specific zoning regulations and related data sets forth the controls applicable to the property described in the ordinance which establishes this Planned Development.
2. This area delineated in the Planned Development ordinance is owned by the Chicago Board of Education.
3. Except as specifically stated herein, this Planned Development shall not be deemed a waiver of consent, license or permit, approval or other required action by the City of Chicago. Any dedication or vacation of streets or alleys, easements, adjustments of rights-of-way, dedication of public land, and any required permit, review, approval, license, or consent, and any desired grant of privilege shall be the subject of such separate application or submittal as required. All such applications or submittals must be made by the party then in ownership or control or its assignee or grantee with proper evidence of that relationship. All such applications or submittals shall be subject to the review and approval of the Commissioner of Planning, City and Community Development.
4. The Plan of Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments," as promulgated by the Commissioner of Planning, City and Community Development.
5. The uses permitted within this Planned Development shall be academic and related uses including recreational, and required off-street parking and loading facilities.
6. Off-street parking shall be provided in number determined by this Plan of Development. Off-street loading shall be provided in accord with Section 7.11-1 of the Chicago Zoning Ordinance.
7. Service drives or any other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.

- 2 -

Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.

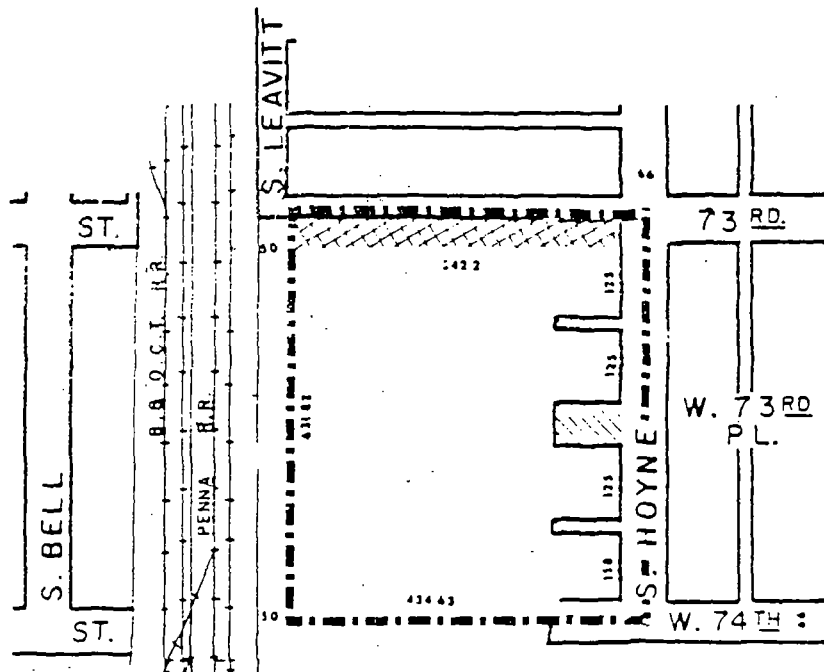
8. Permanent identification and other necessary signs may be permitted within the Planned Development in accordance with the Chicago Zoning Ordinance and subject to the review and approval of the Commissioner of Planning, City and Community Development.

APPLICANT: Chicago Board of Education

DATE: July 29, 1986

INSTITUTIONAL PLANNED DEVELOPMENT NO. 203 AS ENDED.

PROPERTY LINE MAP AND
RIGHT - OF - WAY ADJUSTMENT



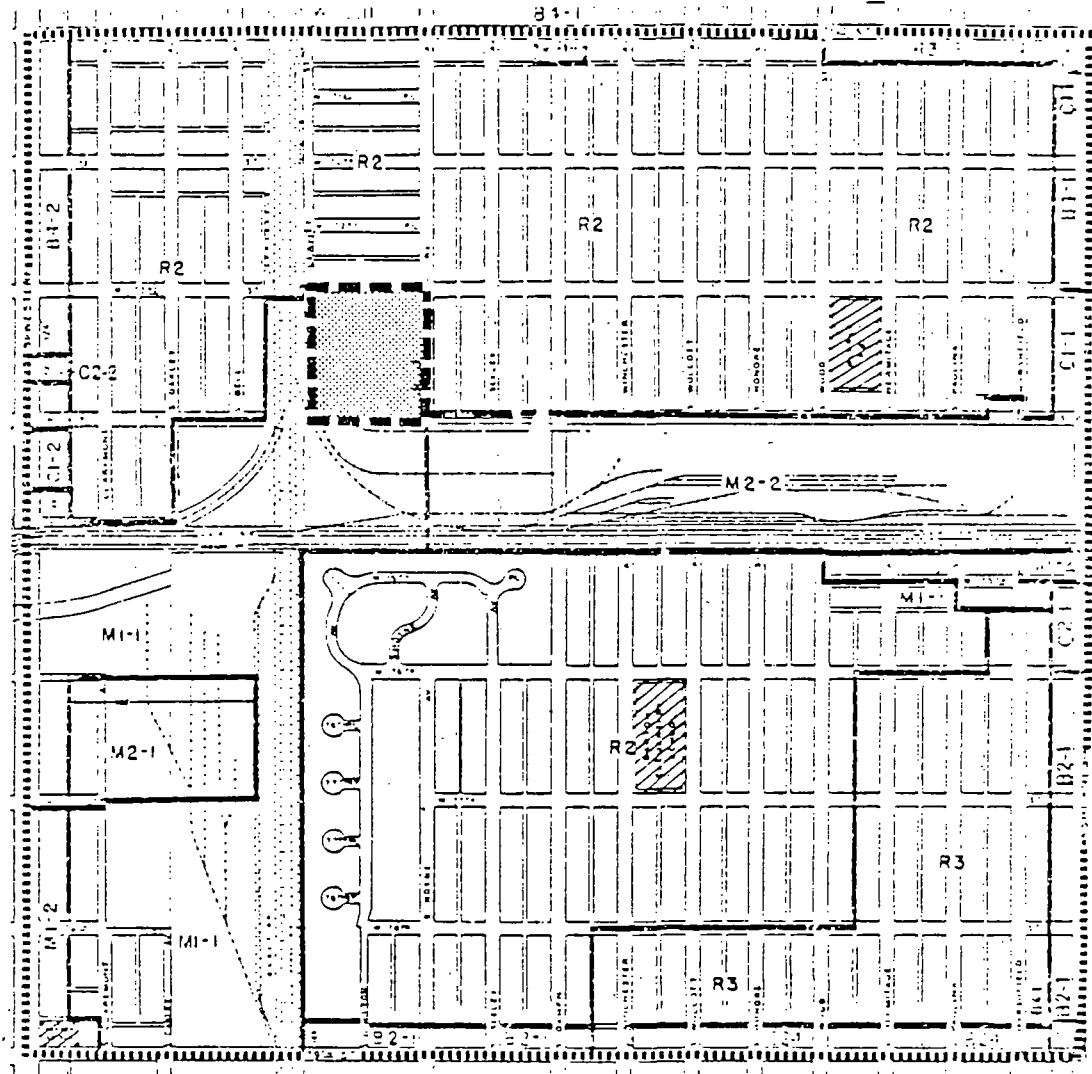
- PLANNED DEVELOPMENT BOUNDARY
[Hatched Box] ALLEYS AND STREET HERETOFORE VACATED
[Hatched Box] STREET RIGHT OF WAY PROPOSED TO BE DEDICATED





APPLICANT: CHICAGO BOARD OF EDUCATION

DATE: JULY 29, 1986

N
[North Arrow]
SCALE: 1"=250'

INSTITUTIONAL PLANNED DEVELOPMENT NO. 203 AS AMENDED 513 EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



-  PROPOSED PLANNED DEVELOPMENT
-  PUBLIC, QUASI PUBLIC
-  ZONING DISTRICTS
-  PREFERENTIAL STREETS

APPLICANT: BOARD OF EDUCATION

DATE: JULY 29, 1986

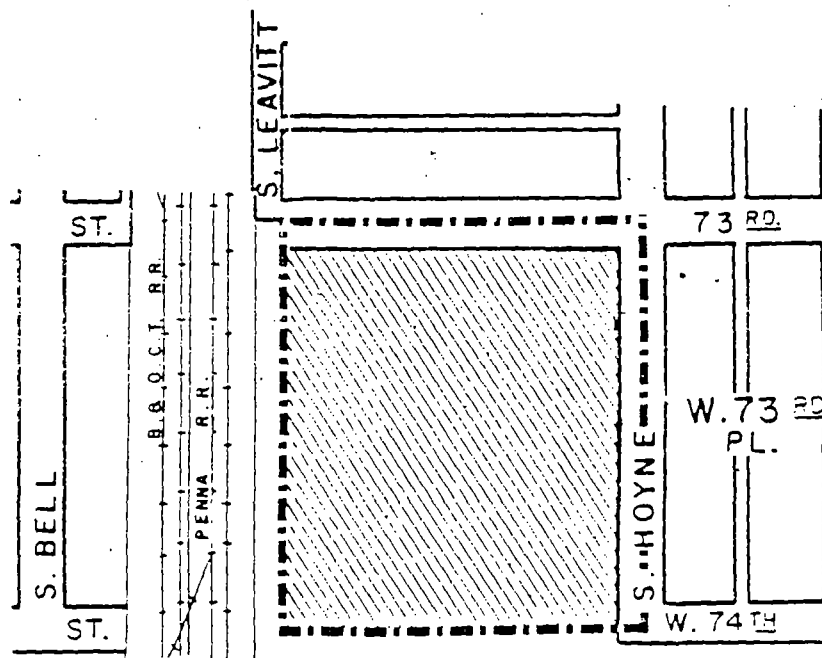


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REPORTS OF COMMITTEES

35257

INSTITUTIONAL PLANNED DEVELOPMENT NO. 203 AS AMENDED
GENERALIZED LAND USE PLAN



----- PLANNED DEVELOPMENT BOUNDARY



ACADEMIC AND RELATED USES INCLUDING
RECREATIONAL AND OFF STREET PARKING

APPLICANT: CHICAGO BOARD OF EDUCATION

DATE: JULY 29, 1986

N



SCALE: 1"=250'

INSTITUTIONAL PLANNED DEVELOPMENT No. 203
As Amended
PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA

Net Site Area		General Description of land use	Maximum Floor Area Ratio	Maximum % of Land Covered
Square Feet	Acres			
361,405	3.29	Use of land will consist of academic and related uses including recreational, and off-street parking and loading facilities.	0.32	21%

Gross Area = Net Site Area, 3.29 acres; plus area to be dedicated, 0.33 acres; plus public rights-of-way, 0.37 acres = 3.99 acres
Gross Site Area

MAXIMUM PERMITTED F.A.R. FOR TOTAL NET SITE AREA: 0.22

Minimum number of off-street parking spaces required: 55

Minimum Periphery Building Setbacks: north boundary - 84'
east boundary - 12'
south boundary - 31'
west boundary - 120'

Setback and yard requirements may be adjusted where required to permit conformance to the pattern of, or architectural arrangement related to, existing structures, or when necessary because of technical reasons, subject to the approval of the Department of Planning, City and Community Development.

Maximum percentage of land covered for the Net Site Area: 21%

Identification signs to be permitted subject to the review and approval of the Commissioner of Planning, City and Community Development.

APPLICANT: Chicago Board of Education

DATE: July 29, 1986

(Continued from page 35252)

This ordinance was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

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

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

SECTION 1. That the Municipal Code of Chicago, Chapter 194A, the Chicago Zoning Ordinance, is hereby amended by adding the language in italics below, as follows:

11.7-4 (7) To allow any permitted non-residential use in a Residence District to exceed the floor area ratio imposed by the applicable regulations; *or to allow the expansion or enlargement of any permitted residential use in the R3, R4 or R5 General Residence District by an amount not to exceed 15% of the floor area existing prior to the effective date of this comprehensive amendment notwithstanding the provisions of Section 6.4-2(1).*

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

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The Fiftieth Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee, Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred -- ESTABLISHMENT OF LOADING ZONES AT SUNDRY
LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, and for the distances and time specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
<i>ROTI</i> (1st Ward)	East Lake Street (south side) from a point 20 feet east of the property line of North State Street to a point 196 feet east thereof -- at all times; South Wabash Avenue (west side) from a point 88 feet north of West Adams Street to a point 25 feet north thereof -- at all times;
<i>SOLIZ</i> (25th Ward)	West 18th Street (north side) at 1244 (3 car lengths) -- 11:00 A.M. to 12 midnight -- Monday through Sunday;
<i>GUTIERREZ</i> (26th Ward)	North Rockwell Street (west side) alongside 2602 West Chicago Avenue, from a point 20 feet south of the east-west alley -- at all times;
<i>SANTIAGO</i> (31st Ward)	West Division Street (south side) at 4247 -- 3:30 A.M. to 8:00 A.M. -- Monday through Sunday;
<i>MELL</i> (33rd Ward)	North Milwaukee Avenue (west side) at 2206 -- 8:00 A.M. to 7:00 P.M. -- Monday through Sunday; North Milwaukee Avenue at 2760 approximately 40 feet (in lieu of 2 parking meters) -- 9:00 A.M. to 8:00 P.M. -- Monday through Friday;
<i>LAURINO</i> (39th Ward)	North Elston Avenue (east side) at 4865 - - 7:00 A.M. to 6:00 P.M. -- Monday through Saturday; North Leoti Avenue alongside 6430 North Central Avenue -- at all times;

10/27/86

NEW BUSINESS PRESENTED BY ALDERMEN

35261

Alderman

Location, Distance and Time

West Montrose Avenue (north side) at
3914 -- at all times;

O'CONNOR (40th Ward)

North Oakley Avenue alongside 2300
West Foster Avenue -- 6:00 A.M. to 6:00
P.M. -- Monday through Friday;

SCHULTER (47th Ward)

North Damen Avenue (west side) at 4852
-- 10:00 A.M. to 9:00 P.M. -- Monday
through Sunday.

*Referred -- ONE-WAY TRAFFIC RESTRICTION ON SPECIFIED
PUBLIC WAYS.*

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Public Way

SAWYER (6th Ward)

First east-west alley bounded by East
87th Street, South Michigan Avenue,
East 88th Street and Wabash Avenue --
westerly;

HUELS (11th Ward)

Elias Court from South Archer Avenue to
South Lyman Street -- southerly;

GARCIA (22nd Ward)

South Hamlin Avenue, West Cermak
Road to West 33rd Street -- southerly;

South Karlov Avenue, 24th Street to
26th Street -- southerly;

West 25th Place, South Kostner Avenue
to South Pulaski Road -- westerly;

CULLERTON (38th Ward)

West Henderson Avenue 5700 and 5800 -
- westerly;

West Henderson Street from North
Laramie Avenue to North Central
Avenue -- westerly.

*Referred -- ONE WAY TRAFFIC RESTRICTION ON PORTION
OF NORTH LEAVITT STREET.*

Alderman Gabinski (32nd Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a southerly direction on North Leavitt Street from West Armitage Avenue to North Milwaukee Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ONE WAY TRAFFIC RESTRICTION
ON PORTION OF NORTH NEVA AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a southerly direction on North Neva Avenue from the first alley south of West Belmont Avenue (instead of from West Belmont Avenue), which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ONE WAY TRAFFIC RESTRICTION
ON PORTION OF SOUTH LAFLIN STREET.

Alderman Streeter (17th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a southerly direction on South Laflin Street from West 76th Street to West 79th Street (instead of from West 79th Street to West 76th Street, northerly), which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROPOSED STUDY REGARDING ESTABLISHMENT OF
ONE WAY TRAFFIC RESTRICTION.

Alderman Frost (34th Ward) presented a proposed order to study the feasibility of a one way system for vehicular traffic in the area bounded by West 115th Street, West 119th Street, South Ashland Avenue and South Halsted Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REMOVAL OF PARKING METERS ON PORTION
OF NORTH MILWAUKEE AVENUE.

Alderman Mell (33rd Ward) presented a proposed order for the removal of two parking meters numbered 2119 and 2120, from in front of 2760 North Milwaukee Avenue, for the establishment of a loading zone, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- EXTENSION OF LOADING ZONE AT 3537
WEST NORTH AVENUE.

Alderman Santiago (31st Ward) presented a proposed order to extend the loading zone in front of 3537 West North Avenue (Sugarless Candy Company), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- LIMITATION OF PARKING AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles at specified locations, during the hours designated, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
VRDOLYAK (10th Ward)	South Baltimore Avenue (east side) from 13433 to 13437 -- 2 hours from 7:00 A.M. to 7:00 P.M. -- Monday through Friday;
HUELS (11th Ward)	South Quinn Street (west side) from a point 284 feet south of South Archer Avenue to a point 244 feet south thereof -- 15 minutes -- 8:00 A.M. to 4:30 P.M. -- all school days;
MADRZYK (13th Ward)	West Pippin Street at 3700 and 3701 (on South Lawndale Avenue side only) -- one (1) hour -- 7:00 A.M. to 7:00 P.M. -- Monday through Friday;
KRYSTYNIAK (23rd Ward)	South Sayre Avenue (west side) from West Archer Avenue to the first alley south thereof -- one (1) hour -- 8:00 A.M. to 12 midnite -- Sunday through Saturday;
W. DAVIS (27th Ward)	South Western Avenue (east side) from West Polk Street to West Lexington Street -- 30 minutes from 9:00 A.M. to 9:00 P.M. -- Monday through Sunday;
MELL (33rd Ward)	West Fullerton Avenue (north side) at 2700 block -- one (1) hour -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday.

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, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
ROTI (1st Ward)	South Michigan Avenue (east side) from a point 188 feet south of East Roosevelt Road to a point 73 feet south thereof; West 24th Place (north side) at 240 (except for handicapped);
HUELS (11th Ward)	South Emerald Avenue (east side) at 4615 (except for handicapped);
MADRZYK (13th Ward)	West 63rd Place at 5427 (except for handicapped); West 63rd Place (north side) at 5920 (except for handicapped);
BURKE (14th Ward)	South Francisco Avenue (east side) at 5219 (except for handicapped);
CARTER (15th Ward)	South Paulina Street (west side) at 6008 (except for handicapped); South Wood Street (east side) at 7131 (except for handicapped);
STREETER (17th Ward)	West 79th Street (both sides) from South Perry Avenue to South Harvard Avenue;
SHEAHAN (19th Ward)	South Washtenaw Avenue (west side) at 11014 (except for handicapped);
GARCIA (22nd Ward)	South Sawyer Avenue at 2713 (except for handicapped);
KRYSTYNIAK (23rd Ward)	South Monitor Avenue at 5135 (except for handicapped);
SOLIZ (25th Ward)	South Allport Street (east side) at 1923 (except for handicapped);

Alderman

Location

West 19th Street (south side) at 2847
(except for handicapped);

GUTIERREZ (26th Ward)

North Albany Avenue (east side) at 1717
(except for handicapped);

North Milwaukee Avenue at 2350
through 2364 (except for handicapped);

HAGOPIAN (30th Ward)

North Keating Avenue (east side) at 3353
(except for handicapped);

West Wellington Avenue at 5005 (except
for handicapped);

North Lamont Avenue alongside 4835
West Altgeld Street (except for
handicapped);

SANTIAGO (31st Ward)

North Central Park Avenue (east side) at
1751 (except for handicapped);

GABINSKI (32nd Ward)

West North Avenue (north side) at 1540;

MELL (33rd Ward)

North Elston Avenue at 2949 (at either
side of driveway);

West Fullerton Avenue and North
Maplewood Avenue at 2537, southeast
corner (except for handicapped);

North Kedzie Avenue at 3046 (except for
handicapped);

West Nelson Street (south side) at 2665
(except for handicapped);

KOTLARZ (35th Ward)

North Pulaski Road (east side) at 2743;

BANKS (36th Ward)

North Osceola Avenue (east side) at 3439
(except for handicapped);

GILES (37th Ward)

North Lockwood Avenue (west side) at
940 (except for handicapped);

Alderman	Location
	North Lockwood Avenue at 651 (except for handicapped);
<i>CULLERTON</i> (38th Ward)	North Merrimac Avenue (west side) at 4536 (except for handicapped);
<i>LAURINO</i> (39th Ward)	West Ainslie Street (north side) at 3334 (except for handicapped);
	North Pulaski Road (east side) at 4523 (except for handicapped);
	North Sawyer Avenue (west side) at 4534 (except for handicapped);
<i>O'CONNOR</i> (40th Ward)	North Sacramento Avenue (west side) at 4448 (except for handicapped);
<i>PUCINSKI</i> (41st Ward)	North Nina Avenue (west side) at 5900 (no standing except for school buses);
<i>MC LAUGHLIN</i> (45th Ward)	North Newcastle Avenue (east side) at 5119 (except for handicapped);
<i>SCHULTER</i> (47th Ward)	West Byron Street (north side) at 1656 (except for handicapped);
<i>ORR</i> (49th Ward)	North Glenwood Avenue (east side) at 6712 (except for handicapped);
	West Touhy Avenue (south side) at 1531 (except for handicapped);
<i>STONE</i> (50th Ward)	North Maplewood Avenue at 6451 (except for handicapped).

Referred -- PROHIBITION OF PARKING DURING
DESIGNATED HOURS AT SPECIFIED
LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles during the hours designated, at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location, Distance and Time

BEAVERS (7th Ward) and
VRDOLYAK (10th Ward)

South Commercial Avenue (both sides) from East 85th Street to East 93rd Street -- 7:00 A.M. to 9:00 A.M. -- Monday through Sunday;

East 91st Street (both sides) from South Houston Avenue to South Exchange Avenue -- 7:00 A.M. to 9:00 A.M. -- Monday through Sunday;

HUELS (11th Ward)

South Quinn Street (west side) from a point 528 feet south of South Archer Avenue to a point 282 feet south thereof -- 8:00 A.M. to 4:30 P.M. -- all school days;

KRYSTYNIAK (23rd Ward)

South Melvina Avenue (west side) from a point 45 feet north of West 62nd Street to a point 175 feet north thereof -- 8:00 A.M. to 3:00 P.M. -- Monday through Friday (except for school buses);

West 53rd Street (north side) from South Kildare Avenue to the first alley west thereof -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday;

West 53rd Street (north side) from South Kilbourn Avenue to the first alley west thereof -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday;

West 54th Street (south side) from South Meade Avenue to South Moody Avenue -- 8:00 A.M. to 6:00 P.M. -- Sunday through Saturday;

GILES (37th Ward)

West Huron Street at 4646 -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday;

HANSEN (44th Ward)

North Pine Grove Avenue (west side) at 2816 -- 7:00 A.M. to 6:00 P.M. -- all school days;

ORBACH (46th Ward)

West Wilson Avenue (south side) at 901 through 917 -- 6:00 A.M. to 9:00 A.M. -- Monday through Friday.

Referred -- DISCONTINUANCE OF PARKING PROHIBITION
ON PORTION OF NORTH PIONEER AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles during specified hours on the west side of North Pioneer Avenue from a point 75 feet north of West Addison Street to a point 25 feet north thereof, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUANCE OF PARKING PROHIBITION
ON NORTH MOBILE AVENUE.

Alderman Pucinski (41st Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles at all times on the west side of North Mobile Avenue from West Devon Avenue to the first alley south thereof, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF RESIDENT PERMIT PARKING
ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish resident permit parking zones for 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
SAWYER (6th Ward)	South Michigan Avenue (both sides) at 8700 -- 6:00 A.M. to 10:00 A.M. -- Monday through Sunday;
	South State Street (east side) at 7935 through 7941 -- at all times;
KRYSTYNIAK (23rd Ward)	West 52nd Street (north side) from South Lawler Avenue to the first alley east thereof;
	West 52nd Street (north side) from South Lawler Avenue to the first alley east thereof -- at all times;
	West 54th Street (north side) between South Meade Avenue and South Moody Avenue -- 8:00 A.M. to 6:00 P.M. -- Sunday through Saturday;

Alderman	Location and Distance
MELL (33rd Ward)	North Bingham Street (both sides) at 2000 through 2100;
KOTLARZ (35th Ward)	North Keeler Avenue (both sides) at 2400 from West Fullerton Avenue to West Altgeld Street.

Referred -- DESIGNATION OF SERVICE DRIVE/DIAGONAL
PARKING ON PORTION OF NORTH NORDICA
AVENUE.

Alderman Pucinski (41st Ward) presented a proposed ordinance to designate the west side of North Nordica Avenue from West Higgins Avenue to the first alley south thereof as a service drive and to permit diagonal parking in said location, which was *Referred to the Committee on Traffic 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 following locations, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
MAJERCZYK (12th Ward)	West 35th Street (north side) from South California Avenue to South Francisco Avenue; West 38th Street (north side) from South California Avenue to a point 250 feet west thereof;
NATARUS (42nd Ward)	North LaSalle Street (east side) from West Kinzie Street to a point 236 feet south thereof -- 9:00 A.M. to 3:00 P.M. -- Monday through Friday; East Illinois Street (south side) opposite loading dock at rear of 505 North Lake Shore Drive, approximately 100 feet;

Alderman

Location and Distance

HANSEN (44th Ward)

West Hawthorne Place (north side) at
530.

Referred -- INSTALLATION OF TRAFFIC SIGNS AT
SUNDRY LOCATIONS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location and Type of Sign

BLOOM (5th Ward)

East 77th Street and South Clyde
Avenue, for east and westbound traffic --
"Stop";

SAWYER (6th Ward)

East 79th Street and South Cottage
Grove Avenue (all four corners) -- "No
Turn On Red";

BEAVERS (7th Ward)

South Saginaw Avenue and East 80th
Street -- "Stop";South Exchange Avenue and East 85th
Street -- "Stop";South Exchange Avenue and East 86th
Street -- "Stop";

HUMES (8th Ward)

Eastbound traffic on South Clyde Avenue
at East 77th Street -- "Stop";

HUTCHINSON (9th Ward)

East and westbound traffic on East
Kensington Avenue at the intersection of
South Cottage Grove Avenue -- "Stop";

VRDOLYAK (10th Ward)

East 107th Street and South Green Bay
Avenue -- "4-Way Stop";

HUELS (11th Ward)

South Lyman Street and South Keeley
Avenue -- "3-Way Stop";South Wallace Street and West 38th
Street -- "2-Way Stop";

Alderman

Location and Type of Sign

West 36th Street and South Wallace Street -- "2-Way Stop";

MAJERCZYK (12th Ward)

West 36th Street and South Francisco Avenue -- "4-Way Stop";

South 36th Place and South Albany Avenue -- "4-Way Stop";

West 44th Street and South Wood Street -
-- "4-Way Stop";

Northwest corner of West 36th Place and South Francisco Avenue -- "Stop";

West 43rd Street and South Wood Street -
-- "3-Way Stop";

Southeast corner of West 36th Street and South Albany Avenue -- "Stop";

Northwest corner of West 36th Place and South Sacramento Avenue -- "Stop";

MADRZYK (13th Ward)

West 63rd Place and South Mayfield Avenue -- "2-Way Stop";

CARTER (15th Ward)

South Wolcott Avenue and West 56th Street (stopping north and south traffic) -
-- "2-Way Stop";

SHEAHAN (19th Ward)

Southbound traffic on the west side of South Homan Avenue from West 115th Place to a point 100 feet north thereof --
"No Left Turn";

Northbound traffic on the west side of South Homan Avenue from West 115th Place to a point 95 feet north thereof --
"No Left Turn";

South Central Park Avenue and West 113th Street (stopping north and south traffic on Central Park Avenue) -- "2-Way Stop";

Alderman

Location and Type of Sign

West 110th Street and South Spaulding Avenue (stopping east and west traffic on 110th Street) -- "2-Way Stop";

Southbound traffic on the west side of South Homan Avenue from West 115th Place to a point 120 feet north thereof -- "No Left Turn";

West 102nd Street and South Fairfield Avenue -- "4-Way Stop";

West 102nd Street and South Washtenaw Avenue -- "3-Way Stop";

GARCIA (22nd Ward)

West 25th Place and South Kildare Avenue (stopping north and south traffic on South Kildare Avenue -- "All-Way Stop";

West 30th Street and South Ridgeway Avenue (stopping east and west traffic on 30th Street -- "All-Way Stop";

West 25th Place and South Kolin Avenue (stopping north and south traffic on South Kolin Avenue -- "All-Way Stop";

West 25th Street and South Kolin Avenue (stopping north and south traffic on South Kolin Avenue) -- "All-Way Stop";

West 25th Street and South Karlov Avenue (stopping east and west traffic on 25th Street) -- "All-Way Stop";

West 28th Street and South Sawyer Avenue (stopping east and west traffic on 28th Street) -- "All-Way Stop";

West 28th Street and South Ridgeway Avenue (stopping east and west traffic on 28th Street) -- "All-Way Stop";

Alderman

Location and Type of Sign

KRYSTYNIAK (23rd Ward)

West 53rd Street and South Nottingham Avenue -- "4-Way Stop";

West 63rd Place and South Nashville Avenue -- "All-Way Stop";

North and southbound traffic on South Parkside Avenue at the intersection of West 58th Street -- "Stop";

West 56th Street and South Menard Avenue -- "4-Way Stop";

West 62nd Street and South Neenah Avenue (stopping east and west traffic on 62nd Street) -- "2-Way Stop";

West 63rd Place and South Nashville Avenue -- "4-Way Stop";

HENRY (24th Ward)

West 15th Street and South Keeler Avenue -- "3-Way Stop";

MELL (33rd Ward)

North Monticello Avenue at West Schubert Avenue -- "Stop";

West Schubert Avenue at North Lawndale Avenue -- "Stop";

KOTLARZ (35th Ward)

North Tripp Avenue and West Barry Avenue -- "Stop";

BANKS (36th Ward)

Northwest corner of North Mango Avenue and West Altgeld Street (stopping southbound traffic) -- "Stop";

West School Street and North Neva Avenue -- "4-Way Stop";

GILES (37th Ward)

Northeast and southwest corners of North Avers Avenue and West Huron Street -- "2-Way Stop";

Alderman	Location and Type of Sign
	Southeast and northwest corners of North Hamlin Avenue and West Huron Street -- "2-Way Stop";
PUCINSKI (41st Ward)	West Raven Street and North Naper Avenue -- "4-Way Stop"; East and westbound traffic on West Foster Avenue at the intersection of North Oketo Avenue -- "Stop";
NATARUS (42nd Ward)	North LaSalle Street and West Oak Street (all four corners) -- "No Turn On Red";
OBERMAN (43rd Ward)	West Wrightwood Avenue and North Lakewood Avenue -- "All-Way Stop";
HANSEN (44th Ward)	North Lakewood Avenue and West George Street -- "2-Way Stop";
MC LAUGHLIN (45th Ward)	West Carmen Avenue and North Mobile Avenue -- "4-Way Stop"; West Cullom Avenue and North Tripp Avenue -- "4-Way Stop"; West Strong Avenue and North Neva Avenue -- "4-Way Stop";
VOLINI (48th Ward)	North Glenwood Avenue and West Glenlake Avenue -- "3-Way Stop";
ORR (49th Ward)	Parkway in front of 1414 West Highland Avenue -- "Caution-Children Playing".

Referred -- AMENDMENT OF TRAFFIC WARNING SIGN
AT SPECIFIED LOCATION.

Alderman Stone (50th Ward) presented a proposed ordinance for the installation of traffic warning signs on North Francisco Avenue and West Arthur Avenue, stopping West Arthur Avenue (instead of stopping North Francisco Avenue), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- INSTALLATION OF AUTOMATIC TRAFFIC CONTROL
SIGNALS AT SPECIFIED INTERSECTION.

Alderman Bloom (5th Ward) presented a proposed order to install automatic control signals at the intersection of East 57th Drive and South Cornell Drive, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF WEIGHT LIMITATION AT
SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to fix a weight limitation of five tons for trucks and commercial vehicles at the locations designated 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)	South Clyde Avenue from East 73rd Street to East 74th Street.
OBERMAN (43rd Ward)	North Bosworth Avenue from West Wrightwood Avenue to West Diversey Avenue.
SCHULTER (47th Ward)	West Winona Avenue from North Ashland Avenue to North Ravenswood Avenue.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF
PARTICULAR AREAS.

The aldermen named below presented four proposed ordinances for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN W. DAVIS (27th Ward):

To classify as a B2-1 Restricted Retail District instead of an R3 General Residence District the area shown on Map No. 1-J bounded by

West Huron Street; North Homan Avenue; a line 25 feet south of and parallel to West Huron Street; and the alley next west of and parallel to North Homan Avenue.

BY ALDERMAN MELL (33rd Ward):

To classify as a B4-2 Restricted Service District instead of a C1-2 Restricted Commercial District the area shown on Map No. 7-H bounded by

West Belmont Avenue; a line 75 feet west of North Oakley Avenue; the alley next south of West Belmont Avenue; and a line 175 feet west of North Oakley Avenue.

BY ALDERMAN CULLERTON (38th Ward):

To classify as an Institutional Planned Development No. 130 instead of an Institutional Planned Development No. 130, B4-1 Restricted Service District and R2 Single Family Residence District the area shown on Map No. 9-M bounded by

the alley next north of and parallel to West Addison Street; the alley next west of and parallel to North Central Avenue; a line 108 feet north of West Addison Street; North Central Avenue; a line 86.8 feet south of West Eddy Street; the alley next west of and parallel to North Central Avenue; West Eddy Street; a line 90 feet west of the alley next west of and parallel to North Central Avenue; the alley next north of and parallel to West Eddy Street; a line 120 feet west of the alley next west of and parallel to North Central Avenue; West Eddy Street; a line 150 feet west of the alley next west of and parallel to North Central Avenue; the alley next north of and parallel to West Eddy Street; a line 180 feet west of the alley next west of and parallel to North Central Avenue; West Eddy Street; a line 65.55 feet east of North Major Avenue; the alley next north of and parallel to West Eddy Street; a line 35.55 feet east of North Major Avenue; West Eddy Street; and North Major Avenue.

BY ALDERMAN OBERMAN (43rd Ward):

To classify as a B2-3 Restricted Retail District instead of a B4-3 Restricted Service District the area shown on Map No. 5-F bounded by

West Armitage Avenue; North Lincoln Avenue; a line from a point 123 feet southeast of West Armitage Avenue along the southwesterly line of North Lincoln Avenue or the line thereof if extended where no line exists, to a point 54.52 feet east of North Sedgwick Street and 106.9 feet south of the intersection of the east line of North Sedgwick Street and the southwest line of North Lincoln Avenue; North Sedgwick Street; a line 72 feet south of West Armitage Avenue; and the alley next west of and parallel to North Sedgwick Street.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented 40 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
<i>ROTI</i> (1st Ward)	Gerrod D. Fratto;
<i>EVANS</i> (4th Ward)	Cornell Village Tower Condominium; Cornell Village Tower Condominium Association; Dorchester Court Condominium Association;
<i>BLOOM</i> (5th Ward)	Everett Condominium Association; The 5510 Woodlawn Condominium; East View Park Condominium Association;
<i>MAJERCZYK</i> (12th Ward)	Richard Edwards;
<i>SHEAHAN</i> (19th Ward)	Gayle Baltrusis; Anne Russell Centa;
<i>KRYSTYNIAK</i> (23rd Ward)	Edward J. Janik;
<i>MELL</i> (33rd Ward)	David J. Marek; Suzan Davis;
<i>CULLERTON</i> (38th Ward)	Heather Terrace Condominium Association;
<i>PUCINSKI</i> (41st Ward)	Birch Tree Manor Association No. 3; Innisbrook No. 2 Condominiums; 5155 North East River Road Condominium Association (2);
<i>NATARUS</i> (42nd Ward)	Marina Towers Condominium

Alderman

Claimant

Association;

223 E. Delaware Place Corporation;

Streeterville Center Condominium
Association;*OBERMAN* (43rd Ward)2147-2149 N. Kenmore Condominium
Association;Hemingway House Condominium
Association;

Astor Terrace Condominium;

2333 N. Terrace Geneva Condominium
Association;510 W. Fullerton Condominium
Association;

Astor Incorporated;

1530 N. State Parkway Building
Corporation;The Hampden Green Condominium
Associations;*MC LAUGHLIN* (45th Ward)Park Lawrence Condominium
Association;Higgins Manor Condominium
Associations (2);5235 W. Leland Condominium
Associations (2);*VOLINI* (48th Ward)

Park Tower Condominium Association;

Foster Magnolia Condominium
Association;*ORR* (49th Ward)

Jarvis Court Condominium Association;

Parkland Condominium Association;

Alderman

Claimant

STONE (50th Ward)

Heatherton Condominium Association.

6248-6250 N. Washtenaw Condominium
Association;

4. UNCLASSIFIED MATTERS

(Arranged in Order According to Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented by

ALDERMAN ROTI (1st Ward):

Referred -- ESTABLISHMENT OF TAXICAB STAND 568 ON
PORTION OF EAST BENTON PLACE.

A proposed ordinance for the establishment of taxicab stand 568 on the north side of East Benton Place from a point 20 feet east of North State Street to a point 161 feet east thereof for eight vehicles, which was *Referred to the Committee on Local Transportation.*

Referred -- ASSIGNMENT OF HONORARY STREET NAME, "WEST
MADISON AVENUE", TO PORTION OF WEST
MADISON STREET.

Also, a proposed ordinance to assign the honorary street name of "West Madison Avenue" to that portion of West Madison Street between Clinton Street and Jefferson Street, which was *Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN BLOOM (5th Ward):

Referred -- ISSUANCE OF NEWSSTAND PERMIT AT SOUTHWEST
CORNER OF EAST 75TH STREET AND SOUTH
YATES BOULEVARD.

A proposed order for the issuance of a newsstand permit for the operation of a stand on the southwest corner of East 75th Street and South Yates Boulevard on a daily basis, which was *Referred to the Committee on Streets and Alleys*.

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAYS FOR
SUNDRY ORGANIZATIONS.

Also, two proposed ordinances for grants of privilege in public ways for sundry organizations, which were *Referred to the Committee on Streets and Alleys*, as follows:

Chicago Theological Seminary -- to maintain and use, as now constructed, a three level ornamental bridge over and across the north-south 20-foot public alley in the block bounded by East 57th Street, East 58th Street, South University Avenue and South Woodlawn Avenue located near East 58th Street, et cetera:

Morry's Deli, Incorporated -- to maintain and use an existing canopy over South Cornell Avenue and attached to the building or structure at 5500 South Cornell Avenue.

Referred -- PAYMENT OF TEN DOLLAR LICENSE FEE
REQUIREMENT FOR SPECIAL POLICE EMPLOYED
BY HYDE PARK COMMUNITY HOSPITAL.

Also, a proposed ordinance to require Hyde Park Community Hospital to pay a ten dollar license fee for the special police employed therein for the year 1987, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN SAWYER (6th Ward):

Referred -- INSTALLATION OF ALLEY LIGHT BEHIND PREMISES
AT 9232 SOUTH KING DRIVE.

A proposed order to install an alley light behind the premises located at 9232 South King Drive, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN HUMES (8th Ward):

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT 8734 TO 8736 SOUTH
STONY ISLAND AVENUE.

A proposed order for the issuance of a sign permit to Grate Signs for the erection of a sign/signboard at 8734 to 8736 South Stony Island Avenue for Bonanza Steak House, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN HUTCHINSON (9th Ward):

**BUILDING DECLARED PUBLIC NUISANCE AND ORDERED
DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The building located at 346 E. 116th Street, is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 346 E. 116th Street, is declared a public nuisance, and the Commissioner of Inspectional Services is hereby authorized and directed to cause demolition of same.

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

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 49.

Nays -- None.

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

DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF
PORTION OF EAST 136TH PLACE.

Also, a proposed order reading as follows:

Ordered. That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the south 20.0 feet of the east 29.20 feet of that part of E. 136th Place lying east of S. Indiana Avenue for Kaye Contract Packaging Company (No. 34-9-86-1116); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Hutchinson, the foregoing proposed order was *Passed*.

Referred -- INSTALLATION OF STREET LIGHT IN FRONT OF
12424 SOUTH WALLACE STREET.

Also, a proposed order for the installation of a street light in front of 12424 South Wallace Street, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN VRDOLYAK (10th Ward):

Referred -- TRANSMITTAL OF JENNER AND BLOCK REPORT ON
INSTITUTIONALIZED CORRUPTION IN COLLECTION
CONTRACT AWARDS FOR PUBLIC INSPECTION.

A proposed resolution urging the Mayor of the City of Chicago to transmit a copy of the report prepared by Jenner and Block on institutionalized corruption in the awarding of collection contracts to the Chairman of the Committee on Finance and the Municipal Librarian for public inspection pursuant to Chicago Municipal Code Chapter 23, Section 6 *et seq.*

Alderman Vrdolyak moved to suspend the rules temporarily for the immediate consideration of and action upon the said proposed resolution. The motion was lost by yeas and nays as follows:

Yeas -- Aldermen Vrdolyak, Huels, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Laurino, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone -- 21.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Thereupon, two committees having been called, the Committee on Finance and the Committee on Committees, Rules and Appointments, the said proposed resolution was *Referred to the Committee on Committees, Rules and Appointments.*

Presented by

**ALDERMAN VRDOLYAK (10th Ward) and
ALDERMAN HUELS (11th Ward):**

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE
CHAPTER 104.2 CONCERNING AUTOMATIC
AMUSEMENT DEVICES.

A proposed ordinance to amend Chapter 104.2, Section 1 of the Chicago Municipal Code by further defining and including bingo devices within said section, which was *Referred to the Committee on License.*

Presented by

ALDERMAN HUELS (11th Ward):

CONGRATULATIONS EXTENDED TO MEMBERS OF CHICAGO
FIRE DEPARTMENT ENGINE COMPANY 39 ON
OCCASION OF 100 YEARS OF SERVICE
TO CITIZENS OF 11TH WARD.

A proposed resolution reading as follows:

WHEREAS, On October 9, 1986, Engine Company 39, of the Chicago Fire Department located at 1618 West 33rd Place, had celebrated their 100th Anniversary of being in service as a fire company; and

WHEREAS, Engine Company 39, located in the great 11th Ward of the City of Chicago, has served the citizens of the 11th Ward community and the City of Chicago for the past 100 years; and

WHEREAS, The ceremony, which was celebrated on October 9, 1986, included the blessing of the firehouse and the newly installed plaques, honoring the men who had given their lives in the line of duty, by Father Martin O'Donovan of Our Lady of Good Counsel Parish; and

WHEREAS, Captain Marvin Judge, of Engine Company 39, had then presented Fire Commissioner Louis T. Galante with an oil painting that will be placed in the Chicago Fire Department Museum that will soon be built; and

WHEREAS, Also in attendance at this most celebrated event were State Representative John P. Daley (21st District), State Senator Timothy F. Degnan (11th District), Alderman Patrick M. Huels (11th Ward), Fire Fighter Martin Holland (President of the Chicago Fire Fighters Union Local 2), and many other citizens that were eager to celebrate this occasion: now, therefore,

Be It Resolved. That we, the Mayor and the members of the City Council of the City of Chicago; gathered on this 15th day of October in 1986, do hereby extend our heartiest congratulations to the members of the Chicago Fire Department Engine Company 39 on the 100th Anniversary of years of service to the citizens of the 11th Ward and the City of Chicago and that we commend the many members of that company who have continued to serve our community for the past 100 years, along with our extended very best wishes for continued success and service for the many more years to come; and

Be It Further Resolved. That a suitable copy of this resolution be made available for the members of Engine Company 39.

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, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO CLERGY, STAFF AND
MEMBERS OF SAINT JEROME CROATION CHURCH
ON OCCASION OF THEIR 75TH
ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, St. Jerome Croation Church will celebrate the 75th Anniversary of their parish this year; and

WHEREAS, St. Jerome Croation Church is located at 2823 South Princeton Avenue, where many residents of 11th Ward community attend services; and

WHEREAS, St. Jerome Croation Church has been faithfully serving the Bridgeport community for the past 75 years, and the parishioners of the parish have worshipped and been educated at St. Jerome Parish since then; and

WHEREAS, St. Jerome Croation Church was opened in December 12, 1912, the church and the rectory were purchased and located on 25th Place near Wentworth Avenue; and

WHEREAS, The present church and rectory, located at 2823 South Princeton Avenue, were purchased in 1922, and since then, the clergy and the parishioners had built a new convent and school, renovated the church's interior, and have continued to work to reduce the parish debt; and

WHEREAS, Many parishioners, for whom this church was founded, still reside in the community today and are still loyal to St. Jerome Croation Parish; and

WHEREAS, Under the pastoral leadership of Reverend Matthew Ruyechan, there will be a celebration for the diamond anniversary for the St. Jerome Croation Parish; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 15th day of October in 1986, do hereby extend our heartiest congratulations to the clergy, the staff and the members of the St. Jerome Croation Church on their 75th Anniversary, and may we also extend our warmest wishes for continued success and growth in our community; and

Be It Further Resolved, That a suitable copy of this resolution be made available for St. Jerome Croation Parish, who will celebrate this great occasion on October 19, 1986.

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, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 49.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO CLERGY, STAFF
AND MEMBERS OF SAINT MARY OF PERPETUAL
HELP CHURCH ON OCCASION OF THEIR
100TH ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, St. Mary of Perpetual Help Church will celebrate the 100th Anniversary of their parish this year; and

WHEREAS, St. Mary of Perpetual Help Church is located at 1039 West 32nd Street in the great 11th Ward of the City of Chicago; and

WHEREAS, St. Mary of Perpetual Help has been faithfully serving the Bridgeport community for the past 100 years, and the parishioners of the parish have worshipped and been educated at St. Mary of Perpetual Help since then; and

WHEREAS, Many parishioners, for whom this church was founded, still reside in the community today and are still loyal to St. Mary of Perpetual Help Parish; and

WHEREAS, Under the pastoral leadership of Reverend Donald Mulsoff, Reverend Louis Zake, Reverend James Sweeney, and the Pastor Emeritus of St. Mary of Perpetual Help, Monsignor Edward J. Smaza, there will be a celebration for the diamond anniversary for the St. Mary of Perpetual Help Church; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 15th day of October in 1986, do hereby extend our heartiest congratulations to the clergy, the staff, and the members of the St. Mary of Perpetual Help Church on their 100th Anniversary, and may we also extend our warmest wishes for continued success and growth in our community; and

Be It Further Resolved, That a suitable copy of this resolution be made available for St. Mary of Perpetual Help Parish, who will celebrate this great occasion on October 19, 1986.

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, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 49.

Nays -- None.

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

Presented by

ALDERMAN MAJERCZYK (12th Ward):

Referred -- APPROVAL OF PROPERTY AT 2945 WEST 31ST
STREET AS APPROPRIATE FOR COOK COUNTY
INCENTIVE ABATEMENT PURPOSES.

A proposed resolution to approve the property located at 2945 West 31st Street as appropriate under the Cook County Real Property Assessment Classification, Class 6b, for incentive abatement, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN BURKE (14th Ward):

CONGRATULATIONS EXTENDED TO SISTER KAYE ASHE AND
DOMINICAN SISTERS OF SINSINAWA FOR THEIR
CONTRIBUTIONS TO HEALTH, SAFETY AND
WELFARE OF OUR CITY.

A proposed resolution reading as follows:

WHEREAS, Sister Kaye Ashe, a native of Chicago has recently been elevated to be prioress general of the Dominican Sisters of Sinsinawa; and

WHEREAS, Sister Kaye has devoted her life to the mendicant ideals of Saint Dominic as teacher, writer and administrator; and

WHEREAS, The Dominican Sisters of Sinsinawa have for many years contributed to the people of Chicago and their health, safety and welfare as teachers, instructors, and professors in its grammar, high schools, colleges and universities; and

WHEREAS, Their many friends, admirers, and fellow students are holding a gala event to honor Sister Kaye Ashe and in appreciation of the contribution she and the Dominican Sisters of Sinsinawa have made to their welfare and that of the people of the City of Chicago on November 5, 1986 at the Martinique Restaurant in Evergreen Park, Illinois; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago in meeting assembled this 27th day of October, 1986, A.D., together with all the people of

Chicago express our collective appreciation for the contribution Sister Kaye Ashe and the Dominican Sisters of Sinsinawa have made to the health, safety and welfare of our City.

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, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Nays -- None.

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

Presented by

ALDERMAN SHEAHAN (19th Ward):

CONGRATULATIONS EXTENDED TO FRANK L. LA MANTIA ON
BEING NAMED MOUNT GREENWOOD CIVIC
ASSOCIATION'S MAN OF THE YEAR.

A proposed resolution reading as follows:

WHEREAS, Frank L. LaMantia, a Mount Greenwood resident for 17 years, is a dedicated citizen who serves our community well; and

WHEREAS, Frank graduated from Tilden Technical High School on Chicago's great southwest side in January, 1963, served in the U. S. Army for two years; and

WHEREAS, Frank is currently the Treasurer of the Mount Greenwood Chamber of Commerce, served on the committee to Save Chicago's Last Farm and also serves as the Secretary/Treasurer of the Mount Greenwood Economic Development Commission; and

WHEREAS, Frank L. LaMantia is an outstanding Chicago citizen, with a wife Annette, and four children; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this 27th day of October, 1986, do hereby congratulate Frank LaMantia as the Mount Greenwood Civic Association's Man of the Year, and extend our best wishes for good health and a long life; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Frank L. LaMantia.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO BETTY POCIUS ON
BEING NAMED MOUNT GREENWOOD CIVIC
ASSOCIATION'S WOMAN OF THE
YEAR.

Also, a proposed resolution reading as follows:

WHEREAS, Betty Pocius, a Mount Greenwood resident for 45 years, is a dedicated citizen who serves our community well; and

WHEREAS, Betty is a charter member of Queen of Martyrs Parish, an extraordinary Minister for the parish bringing Holy Communion to the sick and home bound parishioners, an officer of the parish Altar and Rosary Society, a past governing board member of the Archdiocesan Council of Catholic Women's Community Affairs Committee; and

WHEREAS, Betty is a member of the Ladies Auxiliary of Peace Memorial Home, she organized a choir, she also served as a Red Cross Nurse, receiving the Red Cross Award, volunteers at Oak Forest Hospital, the U.S.O., Easter Seals, Heart Fund, Mental Health, Cancer Drive, Big Sisters Program with the Police Department and is also active in Girl Scout activities; and

WHEREAS, Betty is the widow of Tony Pocius, the mother of three daughters, and the grandmother of three, who is a charitable and self-giving person who has opened her home to many persons in need; now, therefore,

Be It Resolved. That we, the Mayor and members of the City Council of the City of Chicago gathered here this 27th day of October, 1986, do hereby congratulate Betty Pocius as the Mount Greenwood Civic Association's Woman of the Year and extend our best wishes for good health and a long life; and

Be It Further Resolved. That a suitable copy of this resolution be prepared for presentation to Betty Pocius.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Meil, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Nays -- None.

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

Referred -- URGING OF COMMISSIONER OF PUBLIC WORKS TO
ERECT A "CENTER BARRIER" TO SEPARATE CITY FROM
MERRIONETTE PARK.

Also, a proposed order urging the Commissioner of Public Works to consider erecting a "Center Barrier" on South Homan Avenue from West 115th Street to West 117th Place to separate the City of Chicago from Merrionette Park, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN SHERMAN (21st Ward):

CONGRATULATIONS EXTENDED TO BETTIE WALLACE CONNER
ON OCCASION OF HER 100TH BIRTHDAY
CELEBRATION.

A proposed resolution reading as follows:

WHEREAS, Bettie Wallace Conner was born on November 26, 1886 in Como, Mississippi 100 years ago; and

WHEREAS, Bettie Wallace Conner was one of five children born to Bailey and Ida Wallace; that besides Bettie, a sister Sally, 87, and a brother Bailey, 88, survives; and

WHEREAS, Bettie Wallace Conner, married James Conner, Sr. in 1908 and they produced 6 children, 3 girls and 3 boys. Those six children produced 43 grandchildren, 15 great grand children and 16 great great grandchildren to Bettie Connor; and

WHEREAS, Bettie and James Conner were sharecroppers living in Como, Mississippi, decided to uproot their family and moved North, first to Illinois in 1944, then to Indiana in 1945, seeking a better life; and

WHEREAS, Bettie then moved to Chicago, Illinois, in 1952, after the death of her husband, James to make a new life for herself and her six children; Bettie met that challenge and devoted her life to serving God and raising her family; whereas 3 of her children have gone on, Bettie's faith, courage and dedication has carried her through; and

WHEREAS, Bettie is a pillar of strength and a source of wisdom for all the members of her family; and

WHEREAS, Bettie Wallace Conner is a member of True Vine of Holiness M.B. Church; and

WHEREAS, Bettie Wallace Conner is cared for lovingly by her daughter, Rose L. Timms; and

WHEREAS, The family will celebrate Bettie's birthday on Thanksgiving at the home of Rose L. Timms; now, therefore,

Be It Resolved, That Bettie Wallace Conner's 100 years of life be acknowledged and celebrated and that she has our wishes for many, many, more; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Bettie Wallace Conner.

Alderman Sherman 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 Sherman, the foregoing proposed resolution was *Adopted*, by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO EUGENE SCOTT
ON HIS RETIREMENT.

Also, a proposed resolution reading as follows:

WHEREAS, Eugene Scott, a lifelong resident of the City of Chicago, is retiring from government service after a distinguished career of 11 years starting with the City on April 1, 1975; and

WHEREAS, Eugene Scott is one of the original employees of the Department of Economic Development starting with the Department when it was still known as the Mayors Committee for Economic and Cultural Development; and

WHEREAS, Eugene Scott has serviced the southside of Chicago, providing information on valuable city services to neighborhood businesses and worked for the creation of jobs for neighborhood residents; and

WHEREAS, Eugene Scott has been a successful businessman owning a chain of cleaning stores and plants; and

WHEREAS, Eugene Scott has served with the United States Department of Commerce by serving in the Nation of Ghana and other African Nations in working to establish viable business interests; and

WHEREAS, Eugene Scott has worked for many years as an accomplished musician; and

WHEREAS, Eugene Scott has worked for many years for the cause of civil rights and participated in the march on Washington; now, therefore,

Be It Resolved. That the Mayor and the members of the City Council do extend our best wishes upon his retirement; and

Be It Further Resolved. That a suitable copy of this resolution be prepared by the City Clerk and be presented to Mr. Eugene Scott.

Alderman Sherman 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 Sherman, the foregoing proposed resolution was *Adopted*, by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Callerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

Presented by

ALDERMAN KRYSTYNIAK (23rd Ward):

NOVEMBER, 1986 DECLARED "EPILEPSY AWARENESS MONTH"
IN CHICAGO.

A proposed resolution reading as follows:

WHEREAS, More than two million Americans, including about 110,000 people in the State of Illinois, suffer from epilepsy; and

WHEREAS, 100,000 new cases of epilepsy develop each year in this country, primarily among young people; and

WHEREAS, Epilepsy is traditionally shrouded in mystery, superstition, ignorance, and fear which too often work to deprive those with epilepsy of the opportunity to achieve a full and productive life, thus causing more unnecessary suffering; and

WHEREAS, It is often people's misconceptions about epilepsy that cause the disability, not the epilepsy; and

WHEREAS, Epilepsy Services of Chicago, an affiliate of the Epilepsy Foundation of America currently is conducting a public education campaign to bring the facts about epilepsy to the attention of our citizens throughout the year and specially during November; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, gathered here this 27th Day of October, 1986, A.D., do hereby join with and call attention to the public education campaign of Epilepsy Services of Chicago which is designed to acquaint all of us with truths and practicalities surrounding this serious affliction; and

Be It Further Resolved, That November, 1986, be known as "Epilepsy Awareness Month In Chicago".

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO MR. AND MRS. NICK LENO
ON OCCASION OF THEIR 45TH ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Nick Leno, longtime residents of Chicago's great Southwest side, are celebrating 45 Years of wedded bliss; and

WHEREAS, Highly visible and active in the affairs of their community, Martha and Nick Leno are especially involved in politics and in Gloria Dei Lutheran Church where they have been members for some 35 years; and

WHEREAS, Nick Leno has been an outstanding leader and organizer of many of the activities of the 23rd Ward Regular Democratic Organization, where he serves as precinct captain; Martha Leno is a familiar face at polling places, where she has long distinguished herself as a diligent and committed election judge; and

WHEREAS, Married October 18, 1941, Nick and Martha Leno have five children and represent the solidity and warmth of family life of which the leaders of this City are so justly proud; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 27th Day of October, 1986, A.D., do hereby congratulate Mr. and Mrs. Nick Leno as they celebrate 45 Years of wedded bliss, and extend to this outstanding couple and their family our very best wishes for continuing happiness and prosperity in the future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Nick Leno.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO PETER L. PERISIN ON
ACHIEVING EAGLE SCOUT RANK.

Also, a proposed resolution reading as follows:

WHEREAS, Peter L. Perisin has deservedly earned and is being elevated to the rank of Eagle Scout at the Evangelical Lutheran Church of the Cross, 65th and Springfield Avenue, Chicago, Illinois on November 30, 1986; and

WHEREAS, Peter L. Perisin, a member of Boy Scout Troop 678, Chicago Area Council, has proven himself a constructive and contributing citizen and is a source of pride to his family, his friends and to this great city; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 27th Day of October, 1986, A.D., do hereby offer our congratulations to Peter L. Perisin on having been elevated to the rank of Eagle Scout, as well as our very best wishes to this fine citizen for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Peter L. Perisin.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuster, Volini, Orr, Stone -- 49.

Nays -- None.

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

Referred -- CLOSING OF PORTION OF SOUTH KARLOV AVENUE
FOR SCHOOL PURPOSES DURING 1987
SCHOOL YEAR.

Also, a proposed order for the closure of that portion of South Karlov Avenue between West 48th and West 49th Streets during the noon recess period on all school days for the school year 1986/1987, which was *Referred to the Committee on Traffic Control and Safety*.

Presented by

ALDERMAN HENRY (24th Ward):

Referred -- DIRECT SURVEY FOR SPEED LIMITATIONS AT
SPECIFIED LOCATION.

A proposed order to authorize the Commissioner of Public Works to institute a survey to determine what corrective measures are indicated to assure the best traffic progression and check for speed limitation violations at the intersections of West 15th Street and South Kostner Avenue and West 15th Street and South Kolin Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PAYMENT OF SPECIAL LICENSE FEE BY STONE
TEMPLE BAPTIST CHURCH IN COMPLIANCE WITH
CHICAGO MUNICIPAL CODE.

Also, a proposed ordinance requiring Stone Temple Baptist Church to pay a ten dollar license fee for each of the special police employed therein pursuant to Chapter 173, Section 173-6 of the Chicago Municipal Code, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN SOLIZ (25th Ward):

Referred -- ISSUANCE OF PERMITS TO CONDUCT STREET
FAIR FOR SAINT ROMAN
CHURCH.

A proposed order for the issuance of permits to Saint Roman Church, c/o Mr. Roman Echevaria, for a street fair to be held on West 23rd Street from South Washtenaw Avenue to South Rockwell Street on Sunday, October 26, 1986, which was *Referred to the Committee on Beautification and Recreation.*

Presented by

**ALDERMAN GUTIERREZ (26th Ward) and
ALDERMAN GARCIA (22nd Ward):**

URGING UNITED STATES GOVERNMENT TO CONDEMN PINOCHET
REGIME BY CALLING ATTENTION TO ATROCITIES
OF ITS GOVERNMENT.

A proposed resolution reading as follows:

WHEREAS, A democratically elected government in Chile was overthrown on September 11, 1973 by the military establishment headed by General Augusto Pinochet; and

WHEREAS, The Pinochet regime has now been in power for 13 years, have abolished a representative Congress and all political parties; and

WHEREAS, The military dictatorship has consistently denied even habeas corpus rights of Chilean citizens whom have been detained without charged; and

WHEREAS, The repressive government of the Pinochet regime has systematically exiled Chileans living in Chicago and has refused these Chilean citizens the right of re-entering their homeland; and

WHEREAS, The Pinochet government has consistently been condemned in the United Nations, and various countries throughout the world for its record of human rights abuses as documented by Amnesty International and other human right organizations; now, therefore,

Be It Resolved, That the Mayor and the City Council of the City of Chicago condemn the Pinochet regime and urge the United States government to act within its power to eliminate the atrocities of this inhuman government by the calling for the immediate end of torture, the resumption of free elections, and the return of Chilean exiles; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Midwest Regional Network of Solidarity with Chile.

Alderman Garcia 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 Garcia, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Nays -- None.

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

Presented by

ALDERMAN W. DAVIS (27th Ward):

**DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF
SPECIFIED PUBLIC ALLEY.**

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of South Bell Avenue lying between the north line of West Polk Street and the east-west 16-foot public alley north of West Polk Street, together with all of the 16-foot public alleys and the 12-foot private alley in the area bounded by West Campbell Park Drive, West Polk Street, South Oakley Boulevard, and South Bell Avenue extended north for the Chicago Public Schools (No. 18-27-86-1037); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman W. Davis, the foregoing proposed order was *Passed*.

***Referred* -- RENEWAL OF CANOPY PERMIT OVER 727 NORTH
CALIFORNIA AVENUE.**

Also, a proposed order for the renewal of a canopy permit over the public way at 727 North California Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN SMITH (28th Ward) and OTHERS:

Referred -- DIRECTION GIVEN TO CHICAGO CORPORATION
COUNSEL TO INTERVENE IN CASE OPPOSING
ILLINOIS COMMERCE COMMISSION CLOSE-
DOWN OF COMMONWEALTH EDISON'S
WEST SIDE POLK STREET
OFFICE.

A proposed resolution, presented by Aldermen Smith, Giles, D. Davis, W. Davis and Henry, directing the Chicago Corporation Counsel to intervene in the case opposing the Illinois Commerce Commission close-down of Commonwealth Edison's West Side Polk Street Office, which was *Referred to the Committee on the Budget*.

Presented by

ALDERMAN D. DAVIS (29th Ward):

RECOMMENDATION FOR ACCEPTANCE OF BID FOR SALE OF
VACANT SCHOOL FUND LAND AT 5001 -- 5035
WEST MADISON STREET.

A proposed ordinance reading as follows:

WHEREAS, The Board of Education of the City of Chicago made written request to the City Council of the City of Chicago to sell, in the manner provided by statute, the real estate hereinafter described; and

WHEREAS, The City Council, by ordinance duly passed, authorized and directed the City Comptroller to advertise for sale and receive bids on the said real estate; and

WHEREAS, The bids were opened and read at the first City Council meeting following the receipt of said bids; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than three-fourths of its full membership, recommended to the City Council that the following bid from McDonald's Corporation, 1100 W. 22nd Street, Oak Brook, Illinois 60521, in the amount of \$100,000 be accepted. Two appraisals were made for this property and they indicated that the fair market value is as follows:

Ripley B. Mead	\$89,500
April 23, 1984	
Terrence O'Brien & Company	\$58,000
May 2, 1984	

Now, therefore, *Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City of Chicago hereby accepts the bid of McDonald's Corporation to purchase vacant land described as follows, to-wit:

Lot 34 (except the South 341.11 feet thereof and except part taken and used for Madison Street) and Lot 35 (except the South 341.05 feet thereof) and except part taken and used for Madison Street in School Trustees' Subdivision of the North part of Section 16, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

which land has a frontage of 353.88 feet on W. Madison Street and contains approximately 44,958 square feet, and is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor and City Clerk are authorized to sign and attest a deed conveying all rights of the City of Chicago in Trust For The Use of Schools in and to said school property and to deliver said deed to the City Comptroller.

SECTION 3. The City Clerk is authorized to deliver the deposit check submitted by the bidder McDonald's Corporation to the City Comptroller who is authorized to deliver said deed to the purchaser or his nominee upon receipt of the balance of the purchase price.

SECTION 4. The City Clerk is authorized to return the deposits of the unsuccessful bidder, E.F.G.M. Community Development, Inc.

SECTION 5. This ordinance shall be in effect from and after its passage.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Nays -- None.

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

ACCEPTANCE OF BID REPEALED FOR PURCHASE OF BOARD
OF EDUCATION PROPERTY ON PORTION OF WEST
MADISON STREET.

Also, a proposed ordinance reading as follows:

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

SECTION 1. Repeal acceptance of bid for purchase of Board of Education property on West Madison Street, reported in the Journal of Proceeding for August 28, 1986, pages 33449 and 334450.

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

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 49.

Nays -- None.

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

Presented by

ALDERMAN HAGOPIAN (30th Ward):

Referred -- RECLASSIFICATION OF AREA SHOWN ON MAP
NO. 5-K.

A proposed ordinance to classify as a Communications Planned Development by supplementing all the M2-2 General Manufacturing District symbols as shown on Map No. 5-K in the area of 4427 -- 4429 West Cortland Street, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN GABINSKI (32nd Ward):

Referred -- GRANT OF PRIVILEGE TO SUPERIOR COFFEE
FOODS COMPANY.

A proposed ordinance granting permission to the Superior Coffee and Foods Company to maintain and use a one-story covered bridge or passageway over and across the northwesterly-southeasterly public alley between North Elston Avenue and North Lister Avenue connecting the second floor of the aforesaid premises, which was *Referred to the Committee on Streets and Alleys*.

DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF
SPECIFIED PUBLIC ALLEYS.

Also, a proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the west 25.8 feet of the east-west 12-foot public alley north of Milwaukee Avenue running west from North Morgan Street; together, with all of the east-west 10-foot public alley running east from North Carpenter Street in the block bounded by West Chicago Avenue, North Milwaukee Avenue, and North Morgan Street for Gonnella Baking Company (No. 8-32-86-1111); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Gabinski, the foregoing proposed order was *Passed*.

Presented by

ALDERMAN O'CONNOR (40th Ward):

CONGRATULATIONS AND BEST WISHES EXTENDED TO FATHER
DONALD J. HEADLEY AND CONGREGATION OF OUR
LADY OF MERCY PARISH ON OCCASION
OF ITS 75TH ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Our Lady of Mercy in the Albany Park neighborhood on the north side of Chicago was founded on June 4, 1911, and has served as both a church and school for a great many ethnically diverse families; and

WHEREAS, Reverend Henry P. Coughlin celebrated Mass for the first time on June 4, 1911, in the Patrick Henry School at Cullom and St. Louis; and

WHEREAS, In September, 1911, land on Troy Street and on Sunnyside was purchased and work began on a combination church and school which was dedicated on June 6, 1912, by Archbishop James E. Quigley; and

WHEREAS, On September 3, 1912, the Sisters of Providence from St. Mary of the Woods opened the school; and

WHEREAS, Enrollment in the school increased so rapidly that on November 12, 1916, Archbishop George W. Mundelein laid the cornerstone for a new parish building, which accommodated 800 and was dedicated by Archbishop Mundelein on September 3, 1917; and

WHEREAS, During the year 1918-1919 there was a high school program and 565 pupils were enrolled in the grade school; and

WHEREAS, By 1925 there were 782 children enrolled in the school and that in 1926 work began on a three-story brick school that was completed in 1927; and

WHEREAS, In 1951 Reverend John B. McCauley began his tenure as pastor and under his leadership work was begun on a new church which occupies a full block between Troy Street and Kedzie Avenue. The cornerstone was laid in September, 1956, and construction continued with the final installation of the bronze statue of Our Lady of Mercy being hoisted atop the gold-leaf dome of the church; and

WHEREAS, The new church was blessed in 1961 by Auxiliary Bishop Raymond P. Hillinger. Albert Cardinal Meyer presided over a special mass in the newly dedicated edifice to commemorate the golden jubilee of the founding of Our Lady of Mercy Parish; and

WHEREAS, During the 1970's the parish welcomed many new ethnic groups, and members now include persons whose countries of origin number more than forty. To accommodate a great number of his parishioners, Father Ryan inaugurated a Spanish Mass, a popular addition which continues to the present; and

WHEREAS, When Father Ryan became Emeritus Pastor in 1982, Cardinal Joseph Bernardin appointed Father Donald J. Headley to be the new pastor; and

WHEREAS, The school, presently under lay administration, serves more than 500 pupils and sponsors an active C.C.D. program for hundreds more; and

WHEREAS, Our Lady of Mercy will celebrate its 75th Jubilee on November 9, 1986; now, therefore,

Be It Resolved, That we the Mayor and the members of the City Council of the City of Chicago, gathered in a meeting this 15th day of October, A.D., 1986, do hereby offer our heartiest congratulations and best wishes to Father Headley and the entire congregation of Our Lady of Mercy on its 75th Anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Our Lady of Mercy.

Alderman Laurino 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 Laurino the foregoing proposed resolution was *Adopted*. by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Nays -- None.

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

Presented by

ALDERMAN PUCINSKI (41st Ward):

Referred -- INSTALLATION OF GUARD RAIL ON
PORTION OF WEST TALCOTT
AVENUE.

A proposed order for the installation of a guard rail on West Talcott Avenue between North Harlem Avenue and a point 103 1/2 feet west thereof, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- INSTALLATION OF GUARD RAILS AT
SPECIFIED LOCATIONS ON
DEVON AVENUE.

Also, a proposed order authorizing the Commissioner of Public Works to give consideration to the installation of guard rails at the following locations:

6800 West Devon Avenue,

6805 West Devon Avenue,

6809 West Devon Avenue and

6811 West Devon Avenue,

which was *Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN NATARUS (42nd Ward):

Referred -- AMENDMENT OF CHAPTER 156 OF THE
CHICAGO MUNICIPAL CODE REGARDING LICENSING AND
REGULATION OF VALET PARKING OPERATIONS.

A proposed ordinance to amend Chapter 156 of the Chicago Municipal Code by inserting therein four new sections, regarding licensing and regulations of valet parking operations, to be known respectively as Sections 156-5, 156-6, 156-7 and 156-8, which was *Referred to the Committee on License.*

Referred -- APPROVAL OF PLAT OF CENTERFRONT
RESUBDIVISION.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a Plat of Centerfront Resubdivision on the north side of the Chicago River, south of East Grand Avenue, east of North Saint Clair Street and west of North Lake Shore Drive, et cetera, which was *Referred to the Committee on Streets and Alleys.*

Referred -- ISSUANCE OF PERMITS TO CONSTRUCT AND MAINTAIN
CANOPIES AT SPECIFIED LOCATIONS.

Also, four proposed ordinances for the issuance of permits to construct and maintain canopies attached to the buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Andy's II East Lounge Limited -- 11 East Hubbard Street;

Gilman Galleries, Incorporated -- 225 West Superior Street;

Restaurant Suntory Chicago, Incorporated -- 13 East Huron Street;

142 East Ontario Associates -- 142 East Ontario Street.

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAYS
FOR VARIOUS ORGANIZATIONS.

Also, two proposed ordinances for grants of privilege in public ways for the various organizations listed, which were *Referred to the Committee on Streets and Alleys*, as follows:

BCE Development Illinois Resources, Incorporated -- to construct, maintain and use thirty caissons in the public right-of-way adjacent to its premises at 700 North Michigan Avenue;

Chicago Title and Trust Company, U/T 53014 -- to maintain and use, as now constructed, a hydraulic loading platform and a canopy adjacent to its premises at 444 North Wabash Avenue.

*Referred -- PERMISSION TO CLOSE TO TRAFFIC WEST ERIE
STREET BETWEEN NORTH FRANKLIN STREET
AND NORTH WELLS STREET.*

Also, a proposed order to grant permission to close to traffic West Erie Street between North Franklin Street and North Wells Street for the conduct of the American Marathon on from 6:00 A.M. Thursday, October 23, to 6:00 P.M. on Sunday, October 26, 1986, which was *Referred to the Committee on Beautification and Recreation*.

*Referred -- INSTALLATION OF STREET LIGHTS ON EAST
ELM STREET BETWEEN NORTH STATE STREET
AND NORTH LAKE SHORE DRIVE.*

Also, a proposed order for the installation of street lights on East Elm Street between North State Street and North Lake Shore Drive, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN OBERMAN (43rd Ward):

**DRAFTING OF ORDINANCE DIRECTED FOR VACATION
OF SPECIFIED PUBLIC ALLEY.**

A proposed order reading as follows:

Ordered. That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the south 25 feet of the north 99.34 feet of the north-south 16-foot public alley; in the area south of West Diversey Parkway, between North Greenview Avenue and North Janssen Avenue for Ms. Sandra Boots (No. 29-43-86-1113) said

ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Oberman, the foregoing proposed order was *Passed*.

Referred -- ISSUANCE OF PERMITS TO CONSTRUCT AND MAINTAIN
CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed ordinances for the issuance of permits to construct and maintain canopies attached to the buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Main Street Outfitters -- 2504 North Clark Street:

2551 North Clark Associates -- 2551 North Clark Street.

Presented by

ALDERMAN HANSEN (44th Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF
SPECIFIED PUBLIC ALLEY.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the north-south 18-foot public alley in the block bounded by West Melrose Street, West Belmont Avenue, North Halsted Street, and North Broadway for Mid-Northern Equities, Inc. (No. 21-44-86-1115); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Hansen, the foregoing proposed order was *Passed*.

Referred -- WAIVER OF CHICAGO MUNICIPAL CODE
BARRIER REQUIREMENT FOR SPECIFIED
INGRESS/EGRESS TO PARKING
FACILITIES.

Also, a proposed order to waive the provisions of the Chicago Municipal Code Chapter 33, Section 33-19.1 requiring barriers as a prerequisite to the prohibition of ingress to and egress from parking facilities for the establishment located at 730-750 West Diversey Avenue/ 2817-2819 North Halsted Street, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN MC LAUGHLIN (45th Ward):

**CONGRATULATIONS EXTENDED TO MRS. LORRAINE A.
JOHNSON AS FIRST WOMAN PRESIDENT OF
CHICAGO BOARD OF REALTORS.**

A proposed resolution reading as follows:

WHEREAS, Lorraine A. Johnson, one of this city's most outstanding businesspersons, is being installed as president of the 2700-member Chicago Board of Realtors October 22, 1986; and

WHEREAS, For some 25 years Mrs. Johnson has been in the real estate brokerage business on the northwest side for our great City with her partner and husband, William Johnson; their Century 21 William Johnson Realtors is one of the area's most accomplished and enduring businesses; and

WHEREAS, Mrs. Johnson has held the positions of vice-president, secretary and treasurer of the Chicago Board of Realtors, and will be its first woman president. This fine businessperson brings to her new and highly responsible position first-class credentials with which to represent the Chicago "I Will" spirit; now, therefore,

Be It Resolved. That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 15th day of October, 1986, A. D., do hereby congratulate Mrs. Lorraine A. Johnson on her installation as the first woman president of the 2700-member Chicago Board of Realtors, and extend to this outstanding citizen our very best wishes for all success and happiness; and

Be It Further Resolved. That a suitable copy of this resolution be presented to Mrs. Lorraine A. Johnson.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 49.

Nays -- None.

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

Presented by

ALDERMAN SCHULTER (47th Ward):

CONGRATULATIONS EXTENDED TO RAVENSWOOD-LAKEVIEW
HISTORICAL ASSOCIATION ON ITS
50TH ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, The Ravenswood-Lakeview Historical Association has made significant contributions to the gathering and preservation of neighbor historical information and memorabilia at the Frederick Hild and Conrad Sulzer Regional Libraries over the past five decades; and

WHEREAS, The Association has increased awareness and appreciation of community history among school children through its annual art and essay contest for the past 15 years; and

WHEREAS, The Ravenswood-Lakeview Historical Association was instrumental in the design and naming of the landmark Conrad Sulzer Library; and

WHEREAS, The Association, its officers and members have served to keep history and tradition alive in a changing urban environment; and

WHEREAS, The Ravenswood-Lakeview Historical Association has enriched Chicago and neighborhood history through its public meetings, publications and activities; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 15th day of October, 1986, A.D., do hereby congratulate the Ravenswood-Lakeview Historical Association on its 50th Anniversary and extend to this fine organization our gratitude and sense of pride in having had this club in our midst these past 50 years, and that we honor this great association by declaring October 17, 1986, as "Ravenswood-Lakeview Historical Association Day in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Ravenswood-Lakeview Historical Association.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Nays -- None.

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

Presented by

ALDERMAN VOLINI (48th Ward):

CONGRATULATIONS EXTENDED TO "JUST JOBS, INCORPORATED"
ON OCCASION OF ITS 15TH ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Just Jobs, Incorporated, has assisted thousands of disadvantaged Chicagoans in finding gainful private-sector employment with other business firms and also directly employs over 800 such individuals on its own payroll; and

WHEREAS, Just Jobs, Incorporated, provides a realistic opportunity for inner city job seekers to secure suburban employment through its unique Suburban-Job- Link Service, thereby channeling millions in payroll dollars back into inner city neighborhoods; and

WHEREAS, The not-for-profit corporation is a model of public and private sector cooperation, a joint venture involving the business community, government and philanthropic institutions; and

WHEREAS, Just Jobs is the first not-for-profit organization in the country to operate a temporary help contracting business as a base for inner city economic development, and currently holds a top market share in Chicago's light industrial temporary help contracting arena; and

WHEREAS, This year Just Jobs celebrates its fifteenth anniversary; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 15th day of October, 1986, commend and congratulate Just Jobs for fifteen years of critically needed service to the community through employment and economic development; and

Be It Further Resolved. That a suitable copy of this resolution be presented to Just Jobs, Incorporated.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cuilerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

Presented by

ALDERMAN STONE (50th Ward):

**EXPRESSION OF GRATITUDE EXTENDED TO MRS. MOLLIE
LUTWAK FOR HER YEARS OF PUBLIC SERVICE.**

A proposed resolution reading as follows:

WHEREAS, Mollie Lutwak has been a county employee for 28 years, starting as a clerk in the Budget Department and now as Assistant to the Director of Financial Control, and has been a loyal and efficient public servant; and

WHEREAS, Mollie Lutwak is about to retire from that position and will be honored by her fellow employees; and

WHEREAS, Mollie Lutwak is married to Al Lutwak, who also was a loyal employee of the county in the county highway division and is now also retired; and

WHEREAS, Both Al and Mollie Lutwak were members of the 50th Ward Democratic Organization and rendered valuable service to their fellow citizens in that capacity; and

WHEREAS, Mollie Lutwak has always been an active and participating citizen in the West Rogers Park -- North Town community; now, therefore,

Be It Resolved. That we the Mayor and members of the City Council of the City of Chicago assembled here this 15th day of October, 1986, do hereby thank Mollie Lutwak for her years of public service and wish her well in her retirement; and

Be It Further Resolved. That a suitable copy of this resolution be prepared and presented to Mollie Lutwak.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Nays -- None.

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

5. *FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION
OF WARRANTS FOR COLLECTION, AND WATER RATE
EXEMPTIONS, ETC.*

Proposed ordinances, orders, etc., described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

BY ALDERMAN RUSH (2nd Ward):

Trinity Community Housing Corporation, 532 W. 95th Street -- for construction of the Senior Citizen Housing Development on the premises known as E. 39th Street and S. Calumet Avenue.

BY ALDERMAN BLOOM (5th Ward):

Hyde Park Community Hospital -- for electrical permit for construction work on driveway on the premises known as 5800 S. Stony Island Avenue.

BY ALDERMAN CARTER (15th Ward):

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NEW BUSINESS PRESENTED BY ALDERMEN

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St. Rita High School -- for renovation of buildings on the premises known as 6310 S. Claremont Avenue.

BY ALDERMAN LAURINO (39th Ward):

Koran Housing for the Elderly -- for electrical work in new building on the premises known as 4444 N. Harding Avenue.

BY ALDERMAN HANSEN (44th Ward):

St. Joseph Hospital -- for gift shop on the premises known as 2900 N. Lake Shore Drive.

BY ALDERMAN STONE (50th Ward):

Zionist Organization of Chicago -- for 2-story brick additions to existing building on the premises known as 6326-6328 N. California Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN ROTI (1st Ward):

Mercy Hospital and Medical Center, Stevenson Expressway at King Drive.

BY ALDERMAN BEAVERS (7th Ward):

South Chicago Community Center, 2320 E. 93rd Street.

BY ALDERMAN SHEAHAN (19th Ward):

Easter Seal Society of Metropolitan Chicago, Inc., 9455 S. Hoyne Avenue.

BY ALDERMAN GUTIERREZ (26th Ward):

Casa Central, 1401 N. California Avenue.

St. Elizabeth Hospital, 1431 N. Claremont Avenue.

BY ALDERMAN D. DAVIS (29th Ward):

Loretto Hospital, 645 S. Central Avenue (2).

BY ALDERMAN BANKS (36th Ward):

Norwegian Lutheran Bethesda Home Association, 2833 N. Nordica Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Warren N. Barr Pavilion/Illinois Masonic Medical Center, 86 W. Oak Street.

Rehabilitation Institute of Chicago, 345 E. Superior Street.

BY ALDERMAN OBERMAN (43th Ward):

Little Sisters of the Poor, 2325 N. Lakewood Avenue.

BY ALDERMAN HANSEN (44th Ward):

Illinois Masonic Medical Center, 836 W. Wellington Avenue.

BY ALDERMAN SCHULTER (47th Ward):

Ravenswood Hospital, 4550 N. Winchester Avenue.

BY ALDERMAN STONE (50th Ward):

Jewish Peoples Convalescent Home, 6512 N. California Avenue.

Northwest Home for the Aged, 6300 N. California Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN RUSH (2nd Ward):

Illinois Institute of Technology, sundry locations -- building, control and process, elevator, mechanical ventilation, public place of assembly and refrigerator inspections (7).

BY ALDERMAN TILLMAN (3rd Ward):

St. Mary A.M.E., 5251 S. Dearborn Street -- sign inspections.

BY ALDERMAN EVANS (4th Ward):

Lutheran School of Theology, 1100 E. 55th Street -- building and elevator inspections (2).

Church Home, 5445 S. Ingleside Avenue -- elevator inspection.

BY ALDERMAN BLOOM (5th Ward):

St. Mary's Square Living Center of Chicago, Inc., 7270 S. South Shore Drive -- mechanical ventilation inspection.

LaRabida Children's Hospital and Research Center, 6500 S. South Shore Drive -- elevator inspection.

McCormick Theological Seminary, 5555 S. Woodlawn Avenue -- building, elevator, driveway and mechanical ventilation inspections (4).

Vivekanda Vedanta, 5419 S. Hyde Park Boulevard -- building inspections.

BY ALDERMAN HUTCHINSON (9th Ward):

All Saints Church, 10809 S. State Street -- building inspection.

BY ALDERMAN KELLEY (20th Ward):

Holy Cross Church, 842 E. 65th Street -- building inspection.

BY ALDERMAN SOLIZ (25th Ward):

St. Anthony Hospital, 2847 W. 19th Street -- elevator inspections (2).

BY ALDERMAN GUTIERREZ (26th Ward):

St. Fidelis Church, 1406 N. Washtenaw Avenue -- elevator inspection.

Lutheran Day Nursery, 1802 N. Fairfield Avenue -- elevator inspection.

Inner City Impact, 2704 W. North Avenue -- elevator inspection.

BY ALDERMAN KOTLARZ (35th Ward):

St. Joseph Convent, 3920 N. Lawndale Avenue -- elevator inspections.

BY ALDERMAN NATARUS (42nd Ward):

Archdiocese of Chicago, 155 E. Superior Street -- building inspection.

Northwestern Memorial Hospital, sundry locations -- building, elevator and refrigerator inspections (3).

Rehabilitation Institute of Chicago, 345 E. Superior Street -- driveway inspections.

BY ALDERMAN OBERMAN (43rd Ward):

Chicago Academy of Science, 2001 N. Clark Street -- elevator inspection.

Augustana Nurses Home, 419 W. Dickens Avenue -- building inspection.

Grant Hospital, 551 W. Grant Place -- elevator inspection.

BY ALDERMAN HANSEN (44th Ward):

St. Joseph Hospital and Health Care Center, 2900 N. Lake Shore Drive -- boiler inspection.

BY ALDERMAN VOLINI (48th Ward):

Franciscan Fathers, 6101 N. Kenmore Avenue -- building and elevator inspections (2).

WATER RATE EXEMPTIONS:

BY ALDERMAN GILES (37th Ward):

Northwest Institute for Contemporary Learning, 5108 W. Division Street.

BY ALDERMAN LAURINO (39th Ward):

Agudath Israel of Illinois, 3540 W. Peterson Avenue.

BY ALDERMAN STONE (50th Ward):

Ezras Israel, 2746 - 2756 W. Lunt Avenue.

Northwest Home for the Aged, 6300 N. California Avenue.

REFUND OF FEES:

BY ALDERMAN Bloom (5th Ward):

Hyde Park Community Hospital, 5800 S. Stony Island Avenue -- refund of driveway construction permit fee for the amount of \$1,500.00.

BY ALDERMAN STONE (50th Ward):

Zionist Organization of Chicago, 6326-6328 N. California Avenue -- refund of Building Permit No. 670830 for the amount of \$1,530.75.

WAIVER OF FEE:

BY ALDERMAN HANSEN (44th Ward):

St. Joseph Hospital and Health Care Center, 2900 N. Lake Shore Drive -- general business license fee.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (October 6, 1986).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on October 6, 1986 at 10:00 A.M. signed by him as such City Clerk.

Alderman Evans moved to *Correct* said printed Official Journal as follows:

Page 34422 -- by deleting Section 1 - (Account: Machinery and Equipment, Number: Fund Number: 100, Department Number: 5812, Object Code Number: 400) and inserting Section 1 - (Account: Machinery and Equipment, Number: Fund Number: 100, Department Number: 5812, Object Code Number: 440) in lieu thereof.

Page 34426 -- by deleting Section 1 - (Account: Extra Clerk Hire, Number: 100-1910-055, Amount: \$200,000) and inserting Section 1, (Account: Extra Clerk Hire, Number: 100-1910-055, Amount: \$270,000) in lieu thereof.

The motion to correct *Prevailed*.

Alderman Evans then moved to further *Correct* the said printed Official Journal as follows:

Page 34421 -- by inserting the following ordinance immediately after the twenty-first line from the top of the page:

1986 ANNUAL APPROPRIATION ORDINANCE AMENDED AND
AUTHORIZATION GIVEN FOR TRANSFERS OF FUNDS
FOR VARIOUS COUNCIL COMMITTEES.

The Committee on the Budget submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, amending the 1986 Annual Appropriation Ordinance and authorizing transfers of funds for various Council committees.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 50.

Nays -- None.

Alderman Smith 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 of the Illinois Constitution; and

WHEREAS, As a home rule unit the City of Chicago may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The Annual Appropriation Ordinance for 1986, as heretofore amended, is further amended by striking the figures indicated below, and inserting the figures below, and by striking the language bracketed and inserting the language in italics, as follows:

Corporate Fund - 100

Code	Department and Item	Strike	Insert
	Revenue of Year 1986		
	Appropriable	\$1,288,390,217	\$1,288,420,217
	Other Revenue	1,205,864,375	1,205,894,375
	Total Appropriable for Charges and Expenditures (exclusive of Liabilities at January 1, 1986)	1,288,390,217	1,288,420,217
	Estimates of Corporate Revenue for 1986 Other Than from Property Tax		
	Other Revenue		
	Department of Finance Sale of Land and Buildings	1,777,072	1,807,072
	Total Other Revenue - Corporate	1,205,864,375	1,205,894,375
	City Council		
1274.000	Committee on Zoning For Personal Services	230,000	247,000
	* Organization Total	246,300	263,300
	Department of Finance - General		
	For the Payment of Accrued Vacation, Overtime and Other Benefits Due Employees of the City Council Committees upon Termination of Service upon Verification by the Chairman of the Committee on Committees, Rules and		

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APPROVAL OF JOURNAL OF PROCEEDINGS

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Code	Department and Item	Strike	Insert
9112.070	[Appointments] <i>Municipal Code Revision</i>	47,922	30,955
9112.954	Interest on Daily Tender Notes (and Other Corporate Credits)	13,011,339	12,971,151

Judgment Tax Fund - 395

9112.906	For the Payment of Principal and Interest on Judgments, However, If an Expenditure in Excess of One Hundred Thousand Dollars (\$100,000) for the Purpose of Executing Settlement Agreements or Consent Orders, Prior Approval of the City Council Shall Be Required	4,612,362	4,512,362
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SECTION 2. The City Comptroller and the City Treasurer are authorized and directed to make the following transfers of funds for the year 1986. These transfers will be sufficient to meet

all liabilities that have been or may be incurred during the year 1986 payable from such appropriations.

Account	Number	Amount
From		
For General Pay Increases, including Pay Equity Increases in 1986	100-9112-003	\$3,000,000
To		
Claims under Worker's Compensation Act	100-9112-936	2,500,000
For Payment of Claims for Hospital and Medical Expenses of City Employees Injured in the Actual Performance of Their Duties Who Are Not Included in the Provisions of the Worker's Compensation Act, as May Be Ordered by the City Council	100-9112-937	500,000

From

For General Pay Increases, including
Pay Equity Increases in 1986

200-9112-003 500,000

To

Claims under Worker's Compensation Act 200-9112-936 500,000

From

General Pay Increases, including
Pay Equity Increases in 1986 300-9112-003 250,000

Claims under Worker's Compensation Act 300-9112-936 250,000

From

Claims under Worker's Compensation Act 300-9112-936 75,000

To

Committee on Traffic Control and Safety 300-1272-800 75,000

SECTION 3. The sole purpose of these transfers is to provide funds to meet the necessary obligations as set forth in this ordinance for the remainder of the year.

SECTION 4. This ordinance shall be in full force and effect from and after its passage and publication."

The motion to correct *Prevailed*.

Alderman Volini next moved to *Correct* the printed Official Journal as follows:

Page 34897 -- by deleting the fourteenth through the eighteenth lines from the top of the page.

The motion to correct *Prevailed*.

Thereupon, Alderman Evans moved to *Approve* said printed Official Journal *As Corrected* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on October 15, 1986 at 10:00 A.M., signed by him as such City Clerk.

Alderman Evans moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

None.

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

Honorable Harold Washington, Mayor, called the Council's attention to the presence of the following visitors:

Students from Arthur Libby Elementary School, accompanied by their Principal, Mr. Bonds;

Ms. Khanum Aijaz of the Karachi, Pakistan City Council;

15 youngsters from Project Chance, accompanied by Odessa Miller and Susan Tooles.

Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent, Alderman Evans thereupon presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Monday, the twenty- seventh (27th) day of October, 1986, at 10:00 A.M., be and the same is hereby fixed to be held on Thursday, the thirtieth (30th) day of October, 1986, at 10:00 A.M., in the Council Chamber in City Hall.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

At this point in the proceedings, Honorable Harold Washington, Mayor, relinquished the Chair to Alderman Eugene Sawyer, President Pro Tem.

PUBLIC HEARING ON BUDGET FOR YEAR 1987.

Alderman Evans moved that the City Council recess for five minutes. The motion *Prevailed*.

At the conclusion of the recess, Alderman Evans moved to reconvene the City Council for the purpose of conducting a public hearing on the 1987 Budget, pursuant to the Illinois Revised Statutes, and further moved that members of the public who wished to be heard with regard to the budget be afforded the opportunity to make their statements at the Clerk's rostrum. The motion *Prevailed*.

President Pro Tem., Alderman Eugene Sawyer, then presented the following speakers who addressed the City Council.

Toni Hartrich	Civic Federation
Michael A. Thom	Chicago Association of Commerce and Industry
Henry Bayer	American Federation of State, County and Municipal Employees
Martha Whelan	Chicago Coalition for the Homeless
Paul L. Dark	Department of Health
Egon A. Tulke	Department of Health
Miguel A. Fernandez	Department of Health
Lis Allison	Concerned Citizen
Maryann M. David	Department of Health

A.W. Allison

Concerned Citizen

William G. Bradna

Chicago Property Owners Association,
Incorporated

The following were registered with the Council and/or provided written statements:

Carnell Adams

3600 W. Dickens Block Club

Thomas S. Bash

Local 2 -- City Elevator Inspectors

Donald G. Due

Chicago Association of Commerce and
Industry

Herbert M. Hazelkorn

Chicago Dental Society
and
University of Illinois at Chicago School
of Public Health

Leutie Lawrence

1500 S. Kostner/Kolin Block Club

Frederick Martin

Chicago Dental Society

Marion Meyerson

League of Women Voters of Chicago

Leo J. Pytel

Archer Heights

At this point in the proceedings, President Pro Tem. Sawyer asked if any others wished to address the Council and/or present statements. There was no response.

Thereupon, Alderman Evans moved to conclude the public hearing and resume the regular order of business.

The motion *Prevailed*.

Referred -- BIDS FOR SALE OF CITY-OWNED PROPERTY.

The City Clerk transmitted communications from Ronald D. Picur, City Comptroller, under dates of October 10 and 17, 1986, which read as follows:

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 1501 -- 1505 South Komensky Avenue/4015 -- 4019 West 15th Street, which was authorized by ordinance passed October 1, 1984, pages 9855-9856, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 442 North Racine Avenue, which was authorized by ordinance passed March 12, 1986, pages 28574-28575, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 5653 -- 5659 South Union Street/648 -- 658 West 57th Street, which was authorized by ordinance passed January 16, 1986, pages 26282-26283, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 4447 South Vincennes Avenue, which was authorized by ordinance passed November 6, 1985, pages 21724-21725, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 3125 West Warren Boulevard, which was authorized by ordinance passed November 23, 1983, page 3613, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 1028 East 46th Street, which was authorized by ordinance passed January 16, 1986, pages 26278-26279, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 1220 -- 1230 East 70th Street/6955 -- 6963 South Woodlawn Avenue, which was authorized by ordinance passed March 12, 1986, page 28577, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 1048 West 103rd Street, which was authorized by ordinance passed March 12, 1986, page 28577, Council Journal.

Transmitted herewith twenty-six (26) Sealed Bids. These bids were submitted in response to advertisement for the sale of City-owned properties under the Adjacent Neighbors Land Acquisition Program, Phase VI, for properties at various locations.

Transmitted herewith twenty-five (25) Sealed Bids. These bids were submitted in response to advertisement for the sale of City-owned properties under the Adjacent Neighbors Land Acquisition Program, Phase VI, Part II, for properties at various locations.

On motion of Alderman Kellam the bids submitted with the foregoing communications were ordered opened and read and were then *Referred to the Committee on Land Acquisition, Disposition and Leases.*

The following is a summary of said bids:

*1501 -- 1505 South Komensky Avenue;
4015 -- 4019 West 15th Street.*

Deliverence Temple Church, 4014 West 15th Street, Chicago, Illinois 60623: Amount bid \$8,000.00, deposit check \$800.00 (cashier's check):

442 North Racine Avenue.

James O. Bassi, 1200 West Hubbard Street, Chicago, Illinois 60622: Amount bid \$5,000.00, deposit check \$500.00 (cashier's check):

*5653 -- 5659 South Union Street;
648 -- 658 West 57th Street.*

Bishop G. B. Pickens Memorial Temple, Inc., 5737 South Union Street, Chicago, Illinois 60621: Amount bid \$7,401.00, deposit check \$740.10 (cashier's check):

4447 South Vincennes Avenue.

Ebenezer Missionary Baptist Church, c/o Cole and Associates, 100 North LaSalle Street, Suite 1714, Chicago, Illinois 60602: Amount bid \$4,500.00, deposit check \$450.00 (bank check):

3125 West Warren Boulevard.

Healing Center Church of God in Christ, 4941 West Chicago Avenue, Chicago, Illinois 60651: Amount bid \$2,100.00, deposit check \$210.00 (certified check):

1028 East 46th Street.

Betty J. Riley, 4800 South Ellis Avenue, Chicago, Illinois 60615: Amount bid \$14,500.00, deposit check \$145.00 (personal money order):

*1220 -- 1230 East 70th Street/6955 -- 6963
South Woodlawn Avenue.*

Elizabeth Brewer, 1238 East 70th Street, Chicago, Illinois 60637: Amount bid \$9,900.00, deposit check \$990.00 (cashier's check):

1048 West 103rd Street.

Gospel Temple Missionary Baptist Church, 1058 West 103rd Street, Chicago, Illinois 60649: Amount bid \$5,000.00, deposit check \$500.00 (certified check):

ADJACENT NEIGHBORS LAND ACQUISITION PROGRAM
PHASE VI.

4840 South Ada Street.

Joseph M. Gallardo, 4842 -- 4844 South Ada Street, Chicago, Illinois 60609: Amount bid and deposit check \$300.00 (check missing):

2160 West Bowler Street.

Benson and Hazel Graham, 2158 West Bowler Street, Chicago, Illinois 60612: Amount bid and deposit check \$300.00 (cashier's check):

2038 West Charleston Street.

John F. Malek, 2036 West Charleston Street, Chicago, Illinois 60647: Amount bid and deposit check \$536.00 (cashier's check):

2229 West Cortland Street.

Rose L. Lake, 2223 West Cortland Street, Chicago, Illinois 60647: Amount bid and deposit check \$306.00 (bank check):

1510 West Cortez Street.

Curtis E. and Virginia Lundin, 1512 West Cortez Street, Chicago, Illinois 60622: Amount bid and deposit check \$300.00 (cashier's check):

3622 South Damen Avenue.

Daniel P. and Lucy A. Hogan, 3626 South Damen Avenue, Chicago, Illinois 60609: Amount bid and deposit check \$301.00 (money order):

12445 South Eggleston Avenue.

Lois Nash, 12441 South Eggleston Avenue, Chicago, Illinois 60628: Amount bid and deposit check \$300.00 (personal money order):

733 North Elizabeth Street.

Tina Aietto Nishida, 735 North Elizabeth Street, Chicago, Illinois 60622: Amount bid and deposit check \$325.00 (cashier's check):

3958 South Ellis Avenue.

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MISCELLANEOUS BUSINESS

35327

Viena Valentin, 3960 South Ellis Avenue, Chicago, Illinois 60653: Amount bid and deposit check \$300.00 (cashier's check);

3157 South Giles Avenue.

William Stewart, 3153 South Giles Avenue, Chicago, Illinois 60616: Amount bid and deposit check \$300.00 (cashier's check);

1234 North Hamlin Avenue.

Gregoria Flores, 1236 North Hamlin Avenue, Chicago, Illinois 60651: Amount bid and deposit check \$300.00 (money order);

2216 West Homer Street.

Carolyn A. Fortman, 2214 West Homer Street, Chicago, Illinois 60647: Amount bid and deposit check \$3,333.33 (cashier's check);

Madge Louise Ejnik, 2220 West Homer Street, Chicago, Illinois 60647: Amount bid and deposit check \$310.00 (cashier's check);

2610 West Homer Street.

Roberto Gonzalez, 2612 West Homer Street, Chicago, Illinois 60647: Amount bid and deposit check \$350.00 (bank check);

1215 North Hoyne Avenue.

Manual A. Alvarez, 1217-1219 North Hoyne Avenue, Chicago, Illinois 60622: Amount bid and deposit check \$300.00 (money order);

6521 South Ingleside Avenue.

Ethel M. Hill, 6519 South Ingleside Avenue, Chicago, Illinois 60637: Amount bid and deposit check \$300.00 (cashier's check);

832 North Laramie Avenue.

Jimmie Fletcher, 828 North Laramie Avenue, Chicago, Illinois 60651: Amount bid and deposit check \$300.00 (personal money order);

952 West Marquette Road.

Henry Ragsdale, 954 West Marquette Road, Chicago, Illinois 60621: Amount bid and deposit check \$300.00 (money order);

7236 South Peoria Street.

Florence E. Gilham, 7234 South Peoria Street, Chicago, Illinois 60621: Amount bid \$1,000.00, deposit check \$300.00 (personal check):

7233 1/2 South Perry Avenue.

Calvin Walls, 7235 South Perry Avenue, Chicago, Illinois 60621: Amount bid and deposit check \$300.00 (money order):

1231 North Rockwell Street.

Frank Gras, 1235 North Rockwell Street, Chicago, Illinois 60622: Amount bid and deposit check \$310.00 (bank check):

4460 South Shields Avenue.

Mary Garrett, 4458 South Shields Avenue, Chicago, Illinois 60619: Amount bid and deposit check \$50.00 (money order):

1628 North Wolcott Avenue.

Linda Brodin, 1632 North Wolcott Avenue, Chicago, Illinois 60622: Amount bid and deposit check \$600.00 (register check):

2726 West 16th Street.

L. Dzwigonski, 2724 West 16th Street, Chicago, Illinois 60608: Amount bid and deposit check \$300.00 (personal money order):

716 East 42nd Street.

Cornelius C. Lott, 714 East 42nd Street, Chicago, Illinois 60653: Amount bid and deposit check \$300.00 (bank check):

2948 East 97th Street.

Peter Djekich, 2946 East 97th Street, Chicago, Illinois 60617: Amount bid and deposit check \$300.00 (money order):

ADJACENT NEIGHBORS LAND ACQUISITION PROGRAM
PHASE V -- PART II.

5750 South Aberdeen Street.

Scott Banks, 5748 South Aberdeen Street, Chicago, Illinois 60621: Amount bid and deposit check \$300.00 (cashier's check):

7300 South Aberdeen Street.

10/27/86

MISCELLANEOUS BUSINESS

35329

Violet M. Holt, 7302 South Aberdeen Street, Chicago, Illinois 60621: Amount bid and deposit check \$325.00 (money order):

4306 West Adams Street.

Shiela Williford, 4304 West Adams Street, Chicago, Illinois 60624: Amount bid and deposit check \$300.00 (cashier's check):

1825 South Carpenter Street.

Alicia M. Holub, 1819 South Carpenter Street, Chicago, Illinois 60608: Amount bid and deposit check \$300.00 (cashier's check):

7724 South Crandon Avenue.

Mr. and Mrs. Ulysses Miles, 7720 South Crandon Avenue, Chicago, Illinois 60649: Amount bid and deposit checks total \$300.00 (money orders):

10507 South Edbrooke Avenue.

Marshall Williams, 10503 South Edbrooke Avenue, Chicago, Illinois 60628: Amount bid and deposit check \$50.00 (money order):

10243 South Emerald Avenue.

George R. and Lela R. Robinson, 10239 South Emerald Avenue, Chicago, Illinois 60628: Amount bid and deposit check \$300.00 (official check):

3823 South Giles Avenue.

Renee Bradford, 3821 South Giles Avenue, Chicago, Illinois 60653: Amount bid and deposit check \$300.00 (personal money order):

4034 West Gladys Avenue.

Donnie Williams, 4028 West Gladys Avenue, Chicago, Illinois 60624: Amount bid and deposit check \$300.00 (money order):

4046 West Gladys Avenue.

Curtis and Annie Plummer, 4048 West Gladys Avenue, Chicago, Illinois 60624: Amount bid and deposit check \$310.00 (money order):

4854 West Huron Street.

Lillie Bolton, 4856 West Huron Street, Chicago, Illinois 60644: Amount bid and deposit check \$325.00 (personal money order):

4342 West Jackson Boulevard.

Gertrude Hudson, 4346 West Jackson Boulevard, Chicago, Illinois 60624: Amount bid and deposit check \$300.00 (personal money order);

722 South Karlov Avenue.

Charlie Walker, 726 South Karlov Avenue, Chicago, Illinois 60624: Amount bid and deposit check \$301.00 (money order);

1310 South Kildare Avenue.

Dora Peck, 1312 South Kildare Avenue, Chicago, Illinois 60623: Amount bid and deposit check \$300.00 (personal money order);

1349 South Komensky Avenue.

Lee Walker, 1351 South Komensky Avenue, Chicago, Illinois 60623: Amount bid and deposit check \$310.00 (personal money order);

4948 South Marshfield Avenue.

Ralph Ramirez, 4950 South Marshfield Avenue, Chicago, Illinois 60609: Amount bid and deposit check \$750.00 (personal money order);

6620 South Maryland Avenue.

Readus Sago, 6622 South Maryland Avenue, Chicago, Illinois 60637: Amount bid and deposit check \$305.00 (cashier's check);

3846 West Maypole Avenue.

Novella Herron, 3850 -- 3854 West Maypole Avenue, Chicago, Illinois 60624: Amount bid and deposit check \$300.00 (money order);

4519 South Paulina Avenue.

Santos and Maria C. Bencomo, 4521 South Paulina Avenue, Chicago, Illinois 60609: Amount bid and deposit check \$300.00 (cashier's check);

5223 South Princeton Avenue.

Otis Mays, Jr., 5221 South Princeton Avenue, Chicago, Illinois 60609: Amount bid and deposit check \$300.00 (personal money order);

2116 South Spaulding Avenue.

Mary Williams, 2120 South Spaulding Avenue, Chicago, Illinois 60623: Amount bid and deposit check \$300.00 (cashier's check);

4351 South Vincennes Avenue.

Linda Herron, 4347 South Vincennes Avenue, Chicago, Illinois 60653: Amount bid and deposit check \$300.00 (check missing);

4444 South Wabash Avenue.

Adele G. Cleveland, 4446 South Wabash Avenue, Chicago, Illinois 60653: Amount bid and deposit check \$303.00 (cashier's check);

2919 West Wilcox Street.

Alfred and Mae Williams, 2917 West Wilcox Street, Chicago, Illinois 60612: Amount bid and deposit check \$300.00 (money order);

1228 East 46th Street.

Carlton L. Guthrie, 1230 East 46th Street, Chicago, Illinois 60653: Amount bid and deposit check \$300.00 (personal money order).

Adjournment.

Thereupon, Alderman Evans moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Thursday, October 30, 1986, at 10:00 A.M. in the Council Chamber in City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.