

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

COPY



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

Regular Meeting--Thursday, October 30, 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, Hueis, 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, Schuler, Volini, Orr, Stone.

Absent -- Aldermen Vrdolyak and Orbach.

Call to Order.

On Thursday, October 30, 1986 at 11:31 A.M. (the hour appointed for the meeting was 10:00 A.M.) Honorable Harold Washington, Mayor, called the City Council to order. Daniel J. Burke, Deputy City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Hueis, 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, Schuler, Volini, Orr, Stone -- 48.

Quorum present.

Invocation.

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

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred -- ISSUANCE OF \$60,000,000 OF NORTH LOOP
TAX INCREMENT BONDS, SERIES 1986.

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 30, 1986.

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

LADIES AND GENTLEMEN -- At the request of the City Comptroller, I transmit herewith an ordinance providing for the issuance of \$60,000,000.00 North Loop Tax Increment Bonds, Series 1986, of the City of Chicago, Illinois.

Your favorable consideration of this ordinance will be appreciated.

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

**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 -- NOTIFICATION OF SALE OF \$70,000,000 OF
WASTEWATER TRANSMISSION REFUNDING AND
IMPROVEMENT BONDS, SERIES 1986.

A report from Mr. Ronald D. Picur, City Comptroller, addressed to the City Clerk under date of October 23, 1986, notifying the members of the City Council of the sale of \$70,000,000 of Wastewater Transmission Refunding and Improvement Bonds, Series 1986, which was *Placed on File*.

Placed on File -- MANPOWER AND EQUIPMENT UTILIZATION
REPORT OF CHICAGO POLICE DEPARTMENT.

Also, a communication from Mr. Fred Rice, Superintendent of Police, transmitting a manpower and equipment utilization report of the Chicago Police Department for the calendar quarter ending September 30, 1986, which was *Placed on File*.

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on October 27, 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 30, 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 27, 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 the proposed ordinances for amendment of the Chicago Zoning Ordinance, as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning, as follows:*

South Chicago Community Hospital-- to classify as Institutional Planned Development No. 7, as amended, instead of Institutional Planned Development No. 7, the area shown on Map No. 22-C bounded by

East 92nd Street; a line 30 feet east of South Crandon Avenue; the alley next south of and parallel to East 92nd Street; a line 100 feet east of South Crandon Avenue; East 92nd Place; a line 125 feet east of South Crandon Avenue; East 92nd Place; a line 175 feet east of South Crandon Avenue; the alley next south of and parallel to East 92nd Street; a line 250 feet east of South Crandon Avenue; East 92nd Place; a line 300 feet east of South Crandon Avenue; the alley next south of and parallel to East 92nd Street; the alley next west of and parallel to South Yates Boulevard; East 92nd Place; South Yates Boulevard; a line 203.5 feet north of East 93rd Street; the alley next east of and parallel to South Yates Boulevard; a line 166 feet north of East 93rd Street; South Yates Boulevard; a line 192 feet south of East 93rd Street; the alley next west of and parallel to South Yates Boulevard; a line 267 feet south of East 93rd Street; the alley next west of and parallel to South Oglesby Avenue; a line 191 feet south of East 93rd Street; South Crandon Avenue; a line 151.49 feet south of East 93rd Street; the alley next west of and parallel to South Crandon Avenue; the alley next south of and parallel to East 93rd Street; a line 75 feet west of South Crandon Avenue; East 93rd Street; a line 60 feet west of South Crandon Avenue; the alley next north of and parallel to East 93rd Street; a line 75 feet west of South Crandon Avenue; East 92nd Place; a line 25 feet east of South Crandon Avenue; the alley next north of and parallel to East 92nd Place; and a line 30 feet east of South Crandon Avenue.

REPORTS OF COMMITTEES.

COMMITTEE ON BUILDINGS.

REAPPOINTMENT OF MS. BARBARA JONES-GREEN AS MEMBER OF BUILDING BOARD OF APPEALS.

The Committee on Buildings submitted the following report:

CHICAGO, October 30, 1986.

To the President and Members of the City Council:

Your Committee on Buildings having had under consideration a written communication from the Honorable Mayor Harold Washington (which was referred on July 29, 1986) to reappoint Ms. Barbara Jones-Green as a member of the Building Board of Appeals for a term ending April 21, 1988, begs leave to recommend that Your Honorable Body *Pass* the said recommendation which is transmitted herewith.

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

Respectfully,
(Signed) FRED B. ROTI,
Chairman.

On motion of Alderman Roti, the said proposed reappointment of Ms. Barbara Jones-Green as a member of the Building Board of Appeals was *Approved* 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, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

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

COMMITTEE ON COMMUNITY MAINTENANCE AND DEVELOPMENT.

COMMISSIONER OF HOUSING AUTHORIZED TO ISSUE FINAL
LOAN COMMITMENTS UNDER RENTAL REHABILITATION
AND MULTI PROGRAMS.

The Committee on Community Maintenance and Development submitted the following report:

CHICAGO, October 30, 1986.

To the President and Members of the City Council:

Your Committee on Community Maintenance and Development to which was referred a proposed ordinance transmitted with a communication under date of October 29, 1986, from the office of Acting Corporation Counsel Judson H. Miner, authorizing the Commissioner of the Department of Housing, on behalf of the City, to enter into ten loan agreements for the rehabilitation of rental housing units within the City, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) WILSON FROST,
Chairman.

On motion of Alderman Frost, 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, 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, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

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

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

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

WHEREAS, The City of Chicago has programmed \$3,085,000 in Year XII Community Development Block Grant funds for its Multi-Unit Rehabilitation Assistance Program ("MULTI-Program"), wherein low interest rehabilitation loans are made available to owners of rental properties containing five or more dwelling units in low and moderate income areas, and MULTI Program administered by the City's Department of Housing; and

WHEREAS, The Department of Housing has preliminarily reviewed and approved the making of ten (10) low interest rehabilitation loans in the aggregate amount \$6,379,226.00 said loans to be funded in part with Rental Rehabilitation Program funds and in part with MULTI Programs funds where said funds, when loaned, will leverage an additional \$19,572,103.00 in private investment for the rehabilitation of 436 dwelling units, and wherein said loans are each in excess of \$75,000 and are more particularly described in "Exhibit A" attached hereto and made a part hereof; and

WHEREAS, The City Council of the City, in an ordinance passed July 9, 1986, authorizing the Submission of Final Statement of Objectives and Projected Use of Funds for Community Development Block Grant Entitlement to the United States Department of Housing and Urban Development for Year XII, has provided that any loans of \$75,000 or more funded in whole or by 25% or more with Community Development Block Grant funds shall be subject to approval of the City Council; how, therefore,

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

SECTION 1. The Commissioner of the Department of Housing is hereby authorized to issue final loan commitments to the proposed owners/borrowers itemized in Exhibit A for the respective loan amounts listed therein, said loans to be funded under the Rental Rehabilitation and MULTI Programs.

SECTION 2. The Commissioner of the Department of Housing is further authorized to enter into, negotiate, execute and deliver, on behalf of the City, such agreements, documents or notes as are required or necessary to implement the terms and program objectives of the Rental Rehabilitation and MULTI Programs.

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

Exhibit A attached to this ordinance reads as follows:

Exhibit A:

<i>Owner/Borrower</i>	<i>Rental Rehab/Multi</i>	<i>Private</i>
Patricia Meyers 5017 South Drexel 8 d.u.'s	\$284,000	\$251,481
Joseph Martin 1410-1412 East 68th St. 6 d.u.'s	245,000	25,000
Willie Hall, Jr. 1246 South St. Louis 6 d.u.'s	200,000	48,000
California Partners 2800 West Washington 15 d.u.'s	501,000	56,500
Bethel New Life Guyon Apartments 116 North Pulaski 114 d.u.'s/10 stories	1,960,626	3,732,688
PRIDE 105-111 South Central 17 d.u.'s	180,000	343,900
Voice of the People Scattered sites 30 d.u.'s	1,000,000	1,478,100
Broadmar Development 7605-7615 North Bosworth 45 d.u.'s	634,000	714,000
Santiago Boiton 2245-2249 North Kedzie 17 d.u.'s	224,600	253,000
Bickerdike Scattered sites 178 d.u.'s	1,650,000	12,669,434

Summary:

Total Projects:	10
Total Dwelling Units:	436
Total Private Financing:	\$19,572,103.00
Total C.D.B.G./R.R.:	\$6,879,226.00
Total:	\$26,451,329.00

COMMUNITY DEVELOPMENT BLOCK GRANT SALVAGE FUNDS
REPROGRAMMED TO GREATER MILWAUKEE AVENUE
DEVELOPMENT CORPORATION.

The Committee on Community Maintenance and Development submitted the following report:

CHICAGO, October 30, 1986.

To the President and Members of the City Council:

Your Committee on Community Maintenance and Development, to which was referred a communication signed by Sharon Gist Gilliam, Budget Director, under date of October 22, 1986, transmitting a resolution authorizing the reprogramming of the Community Development Block Grant salvage funds to supplement the current grant award by an additional \$11,250.00 to the Greater Milwaukee Avenue Development Corporation, a delegate agency of the Department of Economic Development, begs leave to recommend that Your Honorable Pass the said resolution, which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) WILSON FROST,
Chairman.

On motion of Alderman Frost, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, 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, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The City Council of the City of Chicago passed an ordinance on July 9, 1986, which set forth procedures for the Community Development Block Grant Program requiring that the City shall not reprogram funds in excess of \$7,500 appropriated for any object or purpose set forth in the Community Development Block Grant ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City has allocated Year XII Community Development Block Grant funds to the Technical Assistance to Business Area and Economic Development Groups Program ("Technical Assistance Program") through which the City awards funding, through the Department of Economic Development, to not-for-profit business groups, industrial councils and local development corporations to assist local businesses and to stimulate the economic viability of lower income communities; and

WHEREAS, The City awarded Year XII Community Development Block Grant funds under the Technical Assistance Program to the Greater Milwaukee Avenue Development Corporation in the amount of \$18,750; and

WHEREAS, The Commissioner of Economic Development recommends additional funds for this agency; and

WHEREAS, \$11,250 in Community Development Block Grant salvage funds has been identified; now, therefore,

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

SECTION 1. The sum of \$11,250 in Community Development Block Grant salvage funds is hereby reprogrammed to the Greater Milwaukee Avenue Development Corporation to be added to the agency's current Year XII allocation of \$18,750 under the Technical Assistance Program for a total funding of \$30,000.

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

Re-Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 25
CONCERNING PHYSICAL EXAMINATIONS FOR ALL
CITY EMPLOYEES AND ELECTED OFFICIALS.

The Committee on Community Maintenance and Development submitted a report recommending that the City Council re-refer a proposed ordinance to amend Chapter 25 of the Municipal Code concerning physical examinations for all employees and elected officials of the City of Chicago to the Committee on Health.

On motion of Alderman Frost, the committee's recommendations was *Concurred In* and said proposed ordinance was *Re-Referred to the Committee on Health* 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, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

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

COMMITTEE ON HOUSING.

APPROVAL GIVEN FOR SALE OF PARCEL 8 IN COMMERICAL DISTRICT PROJECT MADISON- RACINE.

The Committee on Housing submitted the following report:

CHICAGO, October 30, 1986.

To the President and Members of the City Council:

Your Committee on Housing having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on October 15, 1986) authorizing the Mayor to approve:

The sale of Disposition Parcel 8 in Commercial District Project Madison- Racine to Wertheimer Box and Paper Corporation.

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

This recommendation was concurred in by 4 members of the committee, with no dissenting vote.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, 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, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan for Project Madison -- Racine heretofore has been approved by the Commercial District Development Commission and by the City Council of the City of Chicago; and

WHEREAS, The Commission proposed to accept an offer to purchase a certain parcel of land, made by Wertheimer Box and Paper Corporation, said parcel is designated as Parcel 8 on the Disposal Parcel Map available for inspection at the Office of the Economic Development Department and is commonly known as 1214 -- 1236 West Madison Street; and

WHEREAS, The Commercial District Development Commission adopted Resolution No. 85-C.D.D.C.-43 on December 17, 1985, whereby it recommends to the City Council that it approve the sale of Parcel 8 Project Madison -- Racine to Wertheimer Box and Paper Corporation as provided therein; a certified copy of said Resolution has been transmitted to this Body; and

WHEREAS, The City Council has considered the said Resolution and the indicated sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. That the sale proposed by the Commercial District Development Commission of Parcel 8 in Commercial District Development Project Madison -- Racine, is hereby approved as follows:

Purchaser	Parcel	Sq. Ft. Price	Total Price
Wertheimer Box and Paper Corporation	8	\$1.80	\$73,461.60

Parcel 8 is legally described as follows:

Lots 5, 6, 7, 8, and a strip 6-1/3 ft. wide west and adjoining said lot 5, in S.J. Smith's Subdivision of Lot 5 in Block 2 in Wright's Addition to Chicago in the S.W. 1/4 of Section 8, Twp. 39 N., R. 14 E. of the 3rd P.M.

also

Lots 7, 8, 9, 10, 11, and 12 in Huntington's Subdivision of Lots 6, 7, and 8 in Block 2 in Wright's Addition to Chicago, aforesaid (excepting from said premises that part thereof, if any, occupied as a portion of W. Madison Street) in Cook County, Illinois.

SECTION 2. The Mayor is authorized to execute, on behalf of the City of Chicago, a contract for the sale of land, a Deed and any other documentation which may be necessary to effectuate the above sale, subject to approval of the Corporation Counsel as to form and legality.

SECTION 3. This ordinance shall be effective immediately upon its passage.

APPROVAL OF AMENDMENT NUMBER 19 TO
HYDE PARK -- KENWOOD CONSERVATION
PLAN.

The Committee on Housing submitted the following report:

CHICAGO, October 30, 1986.

To the President and Members of the City Council:

Your Committee on Housing having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on October 15, 1986) authorizing the Mayor to approve:

To approve Amendment No. 19 to the "Hyde Park-Kenwood Conservation Plan" in the Hyde Park-Kenwood Conservation Area. This Amendment provides for a land use change for the northeast corner of East 53rd Street and South Cornell Avenue from "Mixed Use Predominantly Residential-High Density/Off Street Parking" to "Commercial Use."

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

This recommendation was concurred in by 4 members of the committee, with no dissenting vote.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, 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, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Urban Renewal Board and the City Council heretofore approved the Conservation Plan for the Hyde Park-Kenwood Conservation Area; and

WHEREAS, The Department of Urban Renewal Board, by Resolution No. 86- DUR-66, adopted October 21, 1986, approved Plan Amendment No. 19 to said Plan, which Amendment is attached hereto; and

WHEREAS, Amendment No. 19 would provide for a change in land use requirements which would permit commercial use; and

WHEREAS, The City Council has reviewed Amendment No. 19 and it is the sense of the City Council that the Plan as amended constitutes a Conservation Plan within the meaning of the Urban Renewal Consolidation Act of 1961, and that the Plan, as amended is in accord with the modern principles of urban planning; and within the general recommendations of the Chicago Plan Commission for the area covered thereby, the City Council desires to evidence its approval of the Plan, as amended; now, therefore,

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

SECTION 1. That Amendment No. 19 to the Hyde Park-Kenwood Conservation Plan, as amended, for the Hyde Park-Kenwood Conservation Area, dated October, 1986, which is incorporated herein by this reference, is hereby approved.

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

APPROVAL OF AMENDMENT NUMBER 7 TO CENTRAL
ENGLEWOOD URBAN RENEWAL PLAN.

The Committee on Housing submitted the following report:

CHICAGO, October 30, 1986.

To the President and Members of the City Council:

Your Committee on Housing having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on October 15, 1986) authorizing the Mayor to approve:

Amendment No. 7 to the Central Englewood Urban Renewal Plan.

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

This recommendation was concurred in by 4 members of the committee, with no dissenting vote.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, 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, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Urban Renewal Board and the City Council heretofore approved the Central Englewood Urban Renewal Plan; and

WHEREAS, The Department of Urban Renewal Board, by Resolution adopted in July, 1984, approved Plan Amendment No. 7 to said Plan which Amendment is attached hereto, and incorporated in this ordinance; and

WHEREAS, The City Council has reviewed the foregoing submittal, and it is the sense of the City Council that said Plan Amendment No. 7 together with the Plan, as amended, constitutes an Urban Renewal Plan within the meaning of the Urban Renewal Consolidation Act of 1961, and that the Plan, as amended, is in accord with the modern principles of urban planning and within the general recommendations of the Chicago Plan Commission for the area covered thereby, and the City Council desires to evidence its approval of the Plan, as amended; now, therefore,

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

SECTION 1. That Amendment No. 7 to the Central Englewood Urban Renewal Plan, as amended, dated July, 1984, incorporated herein by reference, having been duly considered is hereby approved.

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

APPROVAL FOR SALE OF LAND IN CENTRAL
ENGLEWOOD URBAN RENEWAL
PROJECT.

The Committee on Housing submitted the following report:

CHICAGO, October 30, 1986.

To the President and Members of the City Council:

Your Committee on Housing having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on October 15, 1986) authorizing the Mayor to approve:

The sale of land in the Central Englewood Urban Renewal Project, (Parcel B-5 (Tract I) located at the northeast corner of West 63rd Street and South Morgan Street).

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

This recommendation was concurred in by 4 members of the committee, with no dissenting vote.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, 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, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Urban Renewal Plan, as amended, for Project Central Englewood heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, Parcel B-5 (Tract I) is located at the northeast corner of West 63rd Street and South Morgan Street and contains 7,826.8 square feet; and

WHEREAS, The Department of Urban Renewal proposes to accept an offer to purchase said parcel of land, as identified by a plat of survey on file at the offices of the Department of Housing, and as set forth in Resolution No. 86- DUR-56, adopted by the Department of Urban Renewal on September 16, 1986, and, further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, The redeveloper has proposed to redevelop the property with business off-street parking in accordance with the Central Englewood Urban Renewal Plan, as amended; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal, where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered said resolution and the proposed sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. The sale proposed by the Department of Urban Renewal of a certain parcel of land in Project Central Englewood is hereby approved as follows:

Purchase	Parcel	Sq. Ft.	Sq.Ft. Price	Total Price
Major Motor Supply Co., Inc.	B-5 (Tract I)	7,826.8	\$1.80	\$14,088.24

SECTION 2. The Mayor is authorized to execute, and the City Clerk to attest a deed of conveyance for the property described in Section 1, above.

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

APPROVAL OF AMENDMENT NUMBER 6 TO LINCOLN PARK
GENERAL NEIGHBORHOOD RENEWAL PLAN.

The Committee on Housing submitted the following report:

CHICAGO, October 30, 1986.

To the President and Members of the City Council:

Your Committee on Housing having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on October 15, 1986) authorizing the Mayor to approve:

Amendment No. 6 to the Lincoln Park General Neighborhood Renewal Plan (Conservation Plan) for the Lincoln Park Conservation Area. This amendment will increase the maximum allowable Floor Area Ratio (F.A.R.) for the development site at Willow, Bissell and Fremont Streets from 1.2 to 1.4 to facilitate its development.

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

This recommendation was concurred in by 4 members of the committee, with no dissenting vote.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, 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, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Urban Renewal and the City Council heretofore approved the Lincoln Park General Neighborhood Renewal Plan (Conservation Plan) for the Lincoln Park Conservation Area; and

WHEREAS, The Department of Urban Renewal Board, by Resolution adopted on September 16, 1986, approved Plan Amendment No. 6 to said Plan which Amendment is attached hereto, and incorporated in this ordinance; and

WHEREAS, Said Amendment will increase the Maximum Floor Area Ratio (F.A.R.) allowable for the development site at Willow, Bissell and Fremont Streets, including Lincoln Park Disposition Parcel R-4, from 1.2 to 1.4, in order to facilitate the development of this difficult site; and

WHEREAS, The City Council has reviewed the foregoing submittal, and it is the sense of the City Council that said Plan Amendment No. 6 together with the Plan, as amended, constitutes a Conservation Plan within the meaning of the Urban Renewal Consolidation Act of 1961, and that the Plan, as amended, is in accord with the modern principles of urban planning and within the general recommendations of the Chicago Plan Commission for the area covered thereby, and the City Council desires to evidence its approval of the Plan, as amended; now, therefore,

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

SECTION 1. That Amendment No. 6 to the Lincoln Park General Neighborhood Renewal Plan (Conservation Plan) as amended, dated September, 1986, incorporated herein by reference, having been duly considered, is hereby approved.

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

APPROVAL GIVEN FOR SALE OF PARCEL R-4 IN LINCOLN
PARK CONSERVATION AREA.

The Committee on Housing submitted the following report:

CHICAGO, October 30, 1986.

To the President and Members of the City Council:

Your Committee on Housing having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on October 15, 1986) authorizing the Mayor to approve:

The sale of land in the Lincoln Park Conservation Area, (Parcel R-4 located at various addresses along Willow, Bissell and Fremont Streets).

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

This recommendation was concurred in by 4 members of the committee, with no dissenting vote.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, 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, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Conservation Plan, as amended, for the Lincoln Park Conservation Area heretofore approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, Parcel R-4 consists of seven non-contiguous tracts of vacant land containing a total area of 41,089.4 square feet; and

WHEREAS, Parcel R-4(a) is an irregularly shaped tract generally bounded by Willow, Bissell, and Fremont Streets; R-4(B) is located at 1665 North Bissell; R-4(C) is located at 1720 North Bissell; R-4(D) is located at 1704 North Bissell; R-4(E) is located at 1658 -- 1672 and 1700 North Bissell; R-4(F) is located at 1654 North Bissell; and R-4(G) is located at 1646 -- 1648 North Bissell; and

WHEREAS, The Department of Urban Renewal proposes to accept an offer to purchase said parcel of land, as identified by a plat of survey on file at the offices of the Department of Housing, and as set forth in Resolution No. 86- DUR-60, adopted by the Department of Urban Renewal on September 16, 1986, and, further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, The redeveloper has proposed to acquire Parcel R-4 and combine it with 22 privately-owned lots on Bissell and Fremont Streets in order to complete a land assemblage to construct 66 residential units, consisting of 10 single family homes and 56 townhouses; and

WHEREAS, The redeveloper has agreed to pay all costs for the narrowing of North Fremont Street; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal, where required to be for a

monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered said Resolution and the proposed sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved: now, therefore,

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

SECTION 1. The sale proposed by the Department of Urban Renewal of a certain parcel of land in the Lincoln Park Conservation Area is hereby approved as follows:

Purchaser	Parcel	Sq. Ft.	Sq. Ft. Price	Total Price
Thrush and Company, an Illinois Corporation	R-4	41,089.4	\$15.00 (Tracts A and B) \$13.00 (Tracts C through G)	\$585,976.60

SECTION 2. The Mayor is authorized to execute, and the City Clerk to attest to, a deed of conveyance for the property described in Section 1 above.

SECTION 3. This ordinance shall be effective upon its passage and approval.

APPROVAL FOR SALE OF PARCELS R-6 AND R-7
IN LINCOLN PARK CONSERVATION AREA.

The Committee on Housing submitted the following report:

CHICAGO, October 30, 1986.

To the President and Members of the City Council:

Your Committee on Housing having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on October 15, 1986) authorizing the Mayor to approve:

The sale of land in the Lincoln Park Conservation Area, (Parcels R-6 and R-7, located at 700-724 West North Avenue and 736 West North Avenue).

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

This recommendation was concurred in by 4 members of the committee, with no dissenting vote.

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

On motion of Alderman Bloom, the said proposed ordinance transmitted with the foregoing committee report was 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, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schalter, Volini, Orr, Stone -- 48.

Nays- None.

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

The following is said ordinance as passed:

WHEREAS, The Lincoln Park Conservation Plan, as amended, for Lincoln Park Conservation Area heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, Parcel R-6 is located at 700-724 West North Avenue and Parcel R- 7 is located at 736 West North Avenue, containing a total of 35,952.0 square feet; and

WHEREAS, The Department of Urban Renewal proposes to accept an offer to purchase said parcels of land, as identified by a plat of survey on file at the offices of the Department of Housing, and as set forth in Resolution No. 86- DLR-58, adopted by the Department of Urban Renewal on September 16, 1986, and, further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, The redeveloper has proposed to redevelop the property with a residential building and off-street parking in accordance with the Lincoln Park Conservation Plan, as amended; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal, where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered said Resolution and the proposed sale of said parcels of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. The sale proposed by the Department of Urban Renewal of certain parcels of land in the Lincoln Park Conservation Area is hereby approved as follows:

Purchaser	Parcel	Sq. Ft.	Sq. Ft. Price	Total Price
Goodwill	R-6	30,213.3	\$6.40	\$193,365.12
Dwelling Association	R-7	<u>5,738.7</u>	6.40	<u>36,727.68</u>
	Total:	35,952.0		\$230,092.80

SECTION 2. The Mayor is authorized to execute, and the City Clerk to attest a deed of conveyance for the property described in Section 1, above.

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

APPROVAL GIVEN TO EXCHANGE OF PARCEL OF
CITY-OWNED LAND WITH CATHOLIC
BISHOP OF CHICAGO.

The Committee on Housing submitted the following report:

CHICAGO, October 30, 1986.

To the President and Members of the City Council:

Your Committee on Housing having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on October 15, 1986) authorizing the Mayor to approve:

The exchange of a parcel of land owned by the City located at 6345 South Dante Avenue for a parcel of land owned by the Catholic Bishop of Chicago located at 6334 South Dante Avenue.

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

This recommendation was concurred in by 4 members of the committee, with no dissenting vote.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, 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, Schuller, Volini, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is in title to the property known as Disposition Parcel S-2 in Redevelopment Project 63rd-Stony Island, commonly designated as 6345 South Dante Avenue; and

WHEREAS, The Catholic Bishop of Chicago, a corporation sole, is in title to a parcel of land located at 6334 South Dante Avenue in Redevelopment Project 63rd-Stony Island; and

WHEREAS, The City of Chicago desires to acquire the title to the land owned by said Catholic Bishop of Chicago, located at 6334 South Dante Avenue containing 9,489 square feet, in connection with the assemblage of a site for the Jackson Park Transit Improvement Program and the Catholic Bishop of Chicago desires to acquire the site at 6345 South Dante Avenue, containing 11,002 square feet as an adjunct to St. Cyril School; now, therefore,

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

SECTION 1. That the City Council finds after due public hearing (1) that the premises to be conveyed by the City under such exchange, in the opinion of the City Council, are no longer needed by the municipality for the public interest; (2) that the premises to be received by the City under such exchange will prove useful to the municipality and will be for the public interest; (3) that the total value of the substitutional premises is approximately equal to or exceeds the value of the premises for which the same are being exchanged, taking into consideration the long term best interest of the public.

SECTION 2. That the premises commonly designated as 6345 South Dante Avenue to be conveyed by the City in exchange are legally described as:

Lot 80 and the South 21.5 feet of Lot 84 in Robertson's Subdivision, being a subdivision of the North 25.25 acres of that part of the East 1/2 of the Northeast 1/4 of Section 23, Township 38 North, Range 14 East of the Third Principal Meridian lying east of Illinois Central Railroad.

SECTION 3. That the premises to be conveyed by the Catholic Bishop of Chicago to the City of Chicago commonly designated as 6334 South Dante Avenue are legally described as:

The South 38.50 feet of Lot 85 and the South 30 feet of Lot 86 in Robertson's Subdivision being a Subdivision of the North 25.25 acres of that part of the E. 1/2 of the N.E. 1/4 of Section 23, Township 38 North, Range 14 East of the Third Principal Meridian, lying east of the Illinois Central Railroad.

SECTION 4. That the Mayor is authorized to execute and the City Clerk to attest a deed from the City of Chicago to the Catholic Bishop of Chicago of the premises commonly designated as 6345 South Dante Avenue.

SECTION 5. That the Corporation Counsel is authorized to deliver said deed in exchange for the delivery of a deed from the Catholic Bishop of Chicago of the property commonly designated as 6334 South Dante Avenue without any further considerations.

SECTION 6. That this ordinance be effective upon the passage thereof

APPROVAL OF AMENDMENT NUMBER 13 TO NEAR WEST SIDE
CONSERVATION PLAN.

The Committee on Housing submitted the following report:

CHICAGO, October 30, 1986.

To the President and Members of the City Council:

Your Committee on Housing having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on October 15, 1986) authorizing the Mayor to approve:

Amendment No. 13 to the Near West Side Conservation Plan. This Amendment calls for a change in the land use for the southeast corner of Ashland and Harrison from Residential to Private Institutional Use. It involves an approximately 72,000 square foot site which includes disposition Parcel HR-1b and portions of Parcels LDR-3 and HR-1a.

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

This recommendation was concurred in by 4 members of the committee, with no dissenting vote.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, 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, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Urban Renewal and the City Council heretofore approved the Near West Side Conservation Plan for the Near West Side Conservation Area; and

WHEREAS, The Department of Urban Renewal Board, by Resolution adopted on September 16, 1986, approved Plan Amendment No. 13 to said Plan, which Amendment is attached hereto and incorporated in this ordinance; and

WHEREAS, Said Amendment will change the land use at the southeast corner of South Ashland Avenue and West Harrison Street from Residential to Private Institutional Use; and

WHEREAS, The City Council has reviewed the foregoing submittal, and it is the sense of the City Council that said Plan Amendment No. 13 together with the Plan, as amended, constitutes a Conservation Plan within the meaning of the Urban Renewal Consolidation Act of 1961, and that the Plan, as amended, is in accord with the modern principles of urban planning and within the general recommendations of the Chicago Plan Commission for the area covered thereby, and the City Council desires to evidence its approval of the Plan, as amended; now, therefore,

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

SECTION 1. That Amendment No. 13 to the Near West Side Conservation Plan as amended, dated September, 1986, incorporated herein by reference, having been duly considered, is hereby approved.

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

COMMITTEE ON LAND ACQUISITION, DISPOSITION AND LEASES.

ACQUISITION SETTLEMENT FOR VARIOUS PARCELS OF
LAND NECESSARY TO MAINTAIN CLEAR ZONE
AT CHICAGO MIDWAY AIRPORT.

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

WHEREAS, On January 16, 1986, Council Journal pages 26255 and 26256, the City Council of the City of Chicago ordained that it is useful, desirable and necessary to the City of Chicago that the City acquire for the Department of Aviation the following described property adjacent to Chicago Midway Airport for the purpose of maintaining a clear zone at Chicago Midway Airport.

Parcel 41

That part of the South East quarter of Section 9, Township 38 North, Range 13, East of the Third Principal Meridian, described as follows: beginning at a point on the North line of West 55th Street (being 33 feet North of the South line of said South East quarter) 750 feet West of the East line of said South East quarter thence North parallel to the East line of said South East quarter 290.25 feet more or less to a point 436.33 feet South of the South line of the right of way of the Chicago and Western Indiana Railroad; thence West parallel to the South line of said South East quarter 150 feet; thence North parallel to the East line of said South East quarter, 436.76 feet to the South line of the right of way of said Railroad; thence West along the South line of the right of way of said Railroad 1196.84 feet to a point 566 feet to East of the West line of said South East quarter; thence South parallel to the West line of said South East quarter 439.33 feet to a point in a line 323 feet North of the South line of said South East quarter; thence East on a line 323 feet North of the South line of said South East quarter 276.28 feet; thence South parallel to the East line of said South East quarter 90 feet; thence East on a line 233 feet North of the South line of said South East quarter 120 feet thence South parallel to the East line of said South East quarter 200 feet to the North line of West 55th Street (being 33 feet North of the South line of said South East quarter) thence East on said line 950 feet to the place of beginning.

Also

That part of the North 255 feet of the South 288 feet lying West of a line 1,930 feet West of and parallel to the East line of the South East quarter and East of a line 33 feet East of and parallel to the West line of the South East quarter of Section 9, Township 38 North, Range 13, East of the Third Principal Meridian:

Also

That part of the North 35 feet of the South 323 feet lying West of line 1,820 feet West of and parallel to the East line of the South East quarter and East of a line 33 feet East of and parallel to the West line of the South East quarter of Section 9, Township 38 North, Range 13, East of the Third Principal Meridian:

Also

The East 260 feet of the West 293 feet of that part of the South East quarter of Section 9, Township 38 North, Range 13, East of the Third Principal Meridian, lying South of the South line of the right of way of the Chicago and Western Indiana Railroad lying North of the North line of the South 323 feet and South of the South line of the North 333 feet thereof:

Also

The East 273 feet of the West 566 feet of that part of the South East quarter of Section 9, Township 38 North, Range 13, East of the Third Principal Meridian, lying South of the South line of the right of way of the Chicago and Western Indiana Railroad Company and North of the North line of the South 323 feet thereof, all in Cook County, Illinois: now, therefore,

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

SECTION 1. That it is desirable and necessary that the property commonly described as 4908 to 5034 West 55th Street, 5058 to 5558 West 55th Street and 5415 to 5459 South Laramie Avenue, and legally described above, be acquired by the City of Chicago for the purpose herein set forth in this ordinance.

SECTION 2. The City Comptroller and City Treasurer are hereby authorized and directed to pay to the owner or owners of said property, the sum of \$3,000,000.00 when approved by the Commissioner of Public Works. Payment for said property is to be made from Fund Nos. 610-8653-540-1 and 601-8653-540-6.

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

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Frost, Kotlarz, Banks, Giles, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schulter, Volini, Orr, Stone -- 41.

Nays -- Alderman Mell -- 1.

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

ACCEPTANCE OF BID FOR PURCHASE OF BOARD OF
EDUCATION PROPERTY LOCATED AT EAST 103RD
STREET AND SOUTH MICHIGAN AVENUE.

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

WHEREAS, The 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 Board of Education of the City of Chicago to advertise for sale and receive bids on the said real estate; and

WHEREAS, The bids were opened and read at the Office of the Secretary for the Board of Education of the City of Chicago on the first Tuesday after the closing of bid date; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than three-fourths of its full membership, recommended to the City Council that the following bid from Unlimited Auto Sales, Inc., 10300 South Michigan Avenue, Chicago, Illinois, in the amount of \$40,020 be accepted. Two appraisals were made for this property and they indicated that the fair market value is as follows:

Appraisal Associates, Inc.

May 16, 1986

Fair Market Value

\$24,900

Terrence O'Brien & Company

April 15, 1986

Fair Market Value

\$40,500

Now, therefore,

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

SECTION 1. That the City of Chicago hereby accepts the bid of Unlimited Auto Sales, Inc., to purchase vacant land described as follows, to-wit:

The East 2 chains of the West 13.14 chains of the South 1.50 chains of the North 2 chains of the West half of the North West quarter of Section 15, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (except that part hereof taken for Michigan Avenue) otherwise known and described as follows: to-wit: That part of the West half of the North West quarter of Section 15, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois described as follows: Commencing at the intersection of a North and South Line drawn through a point in the North line of Section 735.24 feet East of the North West Corner of said Section and parallel with the West line thereof and an East and West line 33 feet South of (measured at right angles to) and parallel with the North line of said section; running thence South 99 feet of said North and South parallel line; thence East 132 feet on a line parallel with the said North line; thence North 99 feet on a line parallel with said West line to a point in said East and West parallel line 132 feet East of the place of commencement; thence West 132 feet to the place of commencement, situated in the County of Cook, State of Illinois.

which land has frontage of 132.0 ft. on East 103rd Street, 100.05 ft. on South Michigan Avenue, and contains approximately 12,435 sq. ft./0.29 acres of vacant land that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor and City Clerk are authorized to sign and attest a deed conveying all rights of the City of Chicago In Trust For The Used of Schools in and to said school property and to deliver said deed to the Director of the Department of Real Estate Management of the Board of Education of the City of Chicago.

SECTION 3. The Director of the Department of Real Estate Management of the Board of Education of the City of Chicago is authorized to deliver said deed to the purchaser or his nominee upon receipt of the balance of the purchase price.

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

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Frost, Kotlarz, Banks, Giles, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schulter, Volini, Orr, Stone -- 41.

Nays -- Alderman Mell -- 1.

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

CORPORATION COUNSEL AUTHORIZED TO NEGOTIATE FOR
PURCHASE OF PROPERTY LOCATED AT
47TH AND EVANS.

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

WHEREAS, The Department of Economic Development, pursuant to its Streetscape Program, has recommended that the City of Chicago acquire a parcel of land for public parking purposes to stimulate commercial development; and

WHEREAS, The Department of Economic Development has determined that the property is necessary, useful and desirable for development as public parking, providing required ingress and egress to the citizens within the area; and

WHEREAS, The Streetscape Program is a program authorized and administered by the Department of Economic Development and funded under the Community Development Block Grant Program; now, therefore,

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

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that the City acquire the following described property for the 47th and Evans parking lot:

Lots 25, 26 And 27 In Block 1 In Circuit Court Partition, A Subdivision Of The East 15.08 Chains Of The South 1/2 Of The Southeast 1/4 Of Section 3, Township 38 North, Range 14 East Of The Third Principal Meridian, In Cook County, Illinois.

SECTION 2. Payment for said properties is to be made from the Community Development Block Grant Program, Fund No. 695-0708-610.

SECTION 3. The Corporation Counsel is authorized and directed to negotiate with the owners for the purchase of parcels described in Section 1 hereof. In the event the Corporation Counsel is able to negotiate successfully for an agreed price, he is authorized, subject to the City Council approval, to purchase the parcel or parcels.

SECTION 4. In the event the Corporation Counsel and the owner or owners of the respective parcels cannot agree upon a purchase price, or in case the owner or owners are incapable of consenting to the sale thereof, or in case the residence of said owner or owners are unknown, are non-residents of the State of Illinois or cannot be found, or the title to said property or properties are so clouded as to preclude purchase, then the Corporation Counsel is authorized to institute condemnation proceedings in the name of the City of Chicago for the purpose of acquiring title to said parcel or parcels under the City's right of eminent domain to acquire property for public purpose.

SECTION 5. This ordinance shall take effect and be in force immediately upon the passage thereof

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Frost, Kotlarz, Banks, Giles, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schuler, Volini, Orr, Stone -- 41.

Nays -- Alderman Mell -- 1.

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

COMMISSIONER OF PUBLIC WORKS AUTHORIZED TO NEGOTIATE
FOR PURCHASE OF PROPERTY LOCATED AT
36TH AND STATE STREET.

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

WHEREAS, There is a need for a new branch library facility to service the general public in the Chicago Housing Authority Stateway Gardens complex; and

WHEREAS, The present Reading and Study Center in the complex is inadequate to service the needs of its patrons; and

WHEREAS, The Department of Public Works and the Commissioner of the Public Library have reviewed the proposal to acquire and renovate the Chicago Bee Building at 3647 to 3655 South State Street; now, therefore,

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

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that the City acquire for public use for the Chicago Public Library, a site for a new library facility at 3647 to 3655 South State Street for the Black Metropolis Branch Library from Fund No. 456-6439- 610 said site for the facility being described as follows:

Lots 20 to 23 both inclusive in E. Smith's Subdivision of the South ten (10) acres of the North half (N.1/2) of the West half (W.1/2) of the Southwest quarter (S.W.1/4) of Section Thirty-four (34), Township Thirty-nine (39) North, Range fourteen (14) East of the Third (3rd) Principal Meridian, in Cook County, Illinois.

SECTION 2. The Commissioner of Public Works is authorized and directed to negotiate with the owner or owners for the purchase of the property described in Section 1 of this ordinance.

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

SECTION 3. In case of the inability of the Commissioner of Public Works to agree with the owner or owners of said property upon the purchase price thereof, or in case the owner or owners or any of them are incapable of consenting to the sale thereof, or in case the name or residence of said owner or owners are unknown or they are non-residents of the State of Illinois, then the Commissioner of Public Works shall report such facts to the Corporation Counsel. Upon receipt of such report, the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain, and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the use set forth above.

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

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Frost, Kotlarz, Banks, Giles, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schulter, Volini, Orr, Stone -- 41.

Nays -- Alderman Mell -- 1.

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

ACCEPTANCE OF BIDS AUTHORIZED FOR PURCHASE OF VARIOUS
CITY-OWNED PROPERTIES UNDER ADJACENT
NEIGHBORS LAND ACQUISITION
PROGRAM, PHASE V, PART I.

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

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

SECTION 1. That the City of Chicago hereby accepts the bids listed below to purchase City-owned vacant properties under the "Adjacent Neighbors Land Acquisition Program." Phase V, part I, which was approved by the City Council of the City of Chicago in an ordinance passed July 23, 1982 on pages 11830 -- 11831 of the Journal of the City Council Proceedings. Said bids and legal description of the City-owned properties are as follows:

Bidder: Samuel Bailey
Address: 6232 S. Aberdeen
Bid Amount: \$300.00

Real Estate No. 4782
Address: 6234 S. Aberdeen
Index No. 20-17-425-029

Legal Description

Lot 14 in Hoge's Subdivision of the South 1/2 of the East 1/2 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; commonly known as: 6234 South Aberdeen, Chicago, Illinois.

Bidder: Leon L. and
Helen G. Stewart

Real Estate No. 7510
Address: 2934 W. Adams

Address: 2932 W. Adams
Bid Amount: \$350.00

Index No. 16-13-110-040

Legal Description

Lot 25 in Block 2 in Floyd Jones Subdivision of that part of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois; commonly known as: 2934 West Adams Street, Chicago, Illinois.

Bidder: Clayton Thomas Dillard
Address: 6556 S. Bishop
Bid Amount: \$300.00

Real Estate No. 6009
Address: 6558 S. Bishop
Index No. 20-20-114-047

Legal Description

Lot 24 in Block 3 in Hosmer & Fenns' Subdivision of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; commonly known as: 6558 South Bishop, Chicago, Illinois.

Bidder: Fonzie Richmond
Address: 1325 S. California
Bid Amount: \$305.00

Real Estate No. 3505
Address: 1323 S. California
Index No. 16-24-206-021

Legal Description

The North 25 ft. of South 50 Ft. of Lot 1 in Ethel L. Swann's Subdivision of Lot 7 in Block 3 in Cook & Anderson's Subdivision of the West 1/2 of the North 1/4 of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as: 1323 South California Avenue, Chicago, Illinois.

Bidder: Shirley A. Smith
Address: 3314 S. Calumet
Bid Amount: \$300.00

Real Estate No. 830
Address: 3312 S. Calumet
Index No. 17-34-122-062

Legal Description

Lot 4 in Subdivision of East 125 feet of Lots 1 to 4 in Forsythe's Second Addition to Chicago of Northwest quarter of Section 34, Township 39 North Range 14, East of the Third Principal Meridian in Cook County, Illinois; commonly known as: 3312 South Calumet Avenue, Chicago, Illinois.

Bidder: Margaret Gaither
Address: 5603 S. Carpenter
Bid Amount: \$300.00

Real Estate No. 4276
Address: 5601 S. Carpenter
Index No. 20-17-211-001

Legal Description

Lot 48 in Block 1 in Stodder's Subdivision of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as: 5601 South Carpenter Street, Chicago, Illinois.

Bidder: Mr. Richard Ursitti
Address: 715 S. Claremont Ave.
Bid Amount: \$325.00

Real Estate No. 6693
Address: 717 S. Claremont
Index No. 17-18-305-009

Legal Description

Lot 20 in Block 1 in Commissioner's Subdivision of Block 15 in Morris & Others' Subdivision of the West 1/2 of the Southwest 1/4 of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as: 717 South Claremont Avenue, Chicago, Illinois.

Bidder: Ruth O. Pikes
Address: 4324 S. Evans
Bid Amount: \$301.00

Real Estate No. 4370
Address: 4326 S. Evans
Index No. 20-03-405-025

Legal Description

The South 20 ft. of Lot 2 and the North 5 ft. of Lot 3 in Subdivision of Lot 6 in Block 1 in Saltonstall & Russell's Subdivision of the North 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as: 4326 South Evans Avenue, Chicago, Illinois.

Bidder: Georgia Lucado
Address: 1831 S. Harding
Bid Amount: \$301.00

Real Estate No. 6452
Address: 1833 S. Harding
Index No. 16-23-309-012

Legal Description

Lot 41 in Block 5 in Moore's Subdivision of Lot 1 in the Superior Court partition of the West 60 acres North of South Western Plank Road in the South West quarter of Section 23,

Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois; commonly known as: 1833 South Harding, Chicago, Illinois.

Bidder: Robert A. and
Maureen J. Manola
Address: 1817 N. Honore St.
Bid Amount: \$301.00

Real Estate No. 1462
Address: 1815 N. Honore
Index No. 14-31-411-023

Legal Description

Lot 72 in Block 33 in Sheffield's Addition to Chicago in Section 33, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, commonly known as: 1815 North Honore, Chicago, Illinois.

Bidder Mrs. Curley Williams
Address: 4215 S. Indiana
Bid Amount: \$300.00

Real Estate No. 3943
Address: 4211 S. Indiana
Index No. 20-03-121-005

Legal Description

The North 1/2 of Lot 22 in Broad's Subdivision of the West 2/3 of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as: 4211 South Indiana Avenue, Chicago, Illinois.

Bidder: Dorothy M. Lewis
Address: 1244 S. Karlov Ave.
Bid Amount: \$300.00

Real Estate No: 2668
Address: 1242 S. Karlov
Index No. 16-22-205-037

Legal Description

Lot 36 in Block 3 in William A. Marigold's Resubdivision of the North 50 Acres of the East 1/2 of the Northeast 1/4 of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as: 1242 South Karlov Avenue, Chicago, Illinois.

Bidder: Juan Perez
Address: 1542 N. Maplewood
Bid Amount: \$501.00

Real Estate No. 6062
Address: 1540 N. Maplewood
Index No. 16-01-204-030

Legal Description

Lot 46 in Block 4 in Winslow Jacobson and Tallman's Subdivision of the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as: 1540 North Maplewood Avenue, Chicago, Illinois.

Bidder: Edward Q. Cannon
Address: 6512 S. Marshfield
Bid Amount: \$350.00

Real Estate No. 2306
Address: 6514 S. Marshfield
Index No. 20-19-222-027

Legal Description

Lot 7 in Block 34, Drexel Park, A Subdivision in the East 1/4 of the North 1/2 of Sect. 19, Township 38 North, Range 14, East of the 3rd P.M. in Cook Co., Illinois Parcel 45: Lot 7 in Block 34, Drexel Park, a Subdivision in the East 1/4 of the North 1/2 of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 6514 South Marshfield Avenue, Chicago, Illinois.

Bidder: Hazel Williams
Address: 3847 W. Maypole
Bid Amount: \$300.00

Real Estate No. 4956
Address: 3845 W. Maypole
Index No. 16-11-308-007

Legal Description

Lot 4 in Block 2 in the subdivision of Blocks 1 and 2 in James B. Hobb's Subdivision of part of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, lying South of Lake Street., in Cook County, Illinois, commonly known as: 3845 West Maypole Avenue, Chicago, Illinois.

Bidder: Maria Elena Chavez
Address: 1915 S. Morgan
Bid Amount: \$300.00

Real Estate No. 1916
Address: 1913 S. Morgan
Index No. 17-20-423-008

Legal Description

The West half of Lot 16 in Block 13 in Walsh and McMullen's Subdivision of the South Three Quarters of the Southeast quarter of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, commonly known as: 1913 South Morgan Street, Chicago, Illinois.

Bidder: Mildred Smith
Address: 6517 S. Normal Blvd.
Bid Amount: \$365.15

Real Estate No. 4833
Address: 6515 S. Normal
Index No. 20-21-121-002

Legal Description

The South 34 ft. of the West 71.5 Ft. of Lot 3 in Block 11 in Linden Grove in Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as: 6515 South Normal, Chicago, Illinois.

Bidder: Virginia Tibbs
Address: 9746 S. Normal Ave.
Bid Amount: \$400.00

Real Estate No. 7456
Address: 9750 S. Normal
Index No. 25-09-121-041

Legal Description

Lot 27 in Block 10 in Subdivision of Blocks 5, 6, 7, 10, 11, 15 in O'Dell's Addition to Euclid Park being a Subdivision of the East 1/2 of the Northwest 1/4 of Section 9, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, commonly known as: 9750 South Normal, Chicago, Illinois.

Bidder: Joseph H. Grand Pre, Jr.
Address: 6510 S. Rhodes Ave.
Bid Amount: \$300.00

Real Estate No. 2952
Address: 6508 S. Rhodes
Index No. 20-22-218-023

Legal Description

Lot 4 in Block 3 of Oakwood Subdivision of the North half of the South half of the North East quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois commonly known as: 6508 South Rhodes Avenue, Chicago, Illinois.

Bidder: Luis R. Topacio
Address: 1938 -- 1940 W. Thomas St.
Bid Amount: \$300.00

Real Estate No. 745
Address: 1944 W. Thomas
Index No. 17-06-400-041

Legal Description

Lot 11 in Crams Subdivision of Lot 6 in Commissioners Partition of Block 2 in Cochran and others Subdivision of West Half Southeast quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, commonly known as: 1944 West Thomas Street, Chicago, Illinois.

Bidder: T. V. Kitchens
Address: 4212 W. Van Buren St.
Bid Amount: \$300.00

Real Estate No. 4398
Address: 4216 W. Van Buren
Index No. 16-15-221-037

Legal Description

Lot 42 in A. P. Doremus' Subdivision of Lots 2 in Circuit Court Partition of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as: 4216 West Van Buren Street, Chicago, Illinois.

Bidder: Delia Garcia
Address: 2120 W. 19th St.
Bid Amount: \$500.00

Real Estate No. 4518
Address: 2118 W. 19th St.
Index No. 17-19-308-043

Legal Description

Lot 93 in Evans' Subdivision of Block 43 in the Division of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois commonly known as: 2118 West 19th Street., Chicago, Illinois.

Bidder: Chester Plummer
Address: 1012 E. 41st Pl.
Bid Amount: \$300.00

Real Estate No. 5765
Address: 1018 E. 41st Pl.
Index No. 20-02-114-010

Legal Description

Lot 9 in Cairnduff's 41st Street Illinois Central Add'n to Chicago a Subdivision of Lots 1 to 9 in Ferry, Farwell, Turner & Bond's Resubdivision of Block 3 in Bayard & Palmer's Add'n being a Subdivision of 11.22 Chains North and adjoining the South 25 Rods of the Northwest Fractional 1/4 West of Hyde Park Ave. in Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as: 1018 East 41st Place, Chicago, Illinois.

SECTION 2. That the conveyances of these City-owned properties under the "Adjacent Neighbors Land Acquisition Program" are to be subject to all terms and conditions, covenants, and restrictions contained in the aforementioned enabling ordinance passed by the City Council on July 23, 1982, which established said program. Additionally said conveyances are to be made subject to the additional terms, conditions, and restrictions contained in the advertisement announcing said program, the "Instruction to Bidders" and the "Offer to Purchase Real Estate", which were included in the official bid packages distributed to bidders.

SECTION 3. That the City-owned vacant properties to be conveyed are to be sold subject to covenants, zoning and building restrictions, easements, and conditions, if any, of record.

SECTION 4. That the failure of a bidder to comply with the terms, conditions, and restrictions contained in the documents referred to in Section 2 of this ordinance may result in the City taking appropriate legal action as determined by the Corporation Counsel.

SECTION 5. That the Mayor and City Clerk are authorized to sign and attest quitclaim deeds conveying all interest of the City of Chicago in and to said properties to the above listed bidders.

SECTION 6. That the City Clerk is authorized, upon receipt of written notification from the Department of Housing, City Real Estate Section, that the sale of these properties has been completed, to deliver the cashiers' check, certified checks, bank checks and money orders of the above listed bidders in the full amount of the bids to the City Comptroller, who is authorized to deposit said checks and money orders into the appropriate City account.

SECTION 7. That the City Clerk is further authorized and directed to refund the cashiers' checks, certified checks, bank checks and money orders to the unsuccessful bidders for the purchase of said properties.

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Frost, Kotlarz, Banks, Giles, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schuler, Volini, Orr, Stone -- 41.

Nays -- Alderman Mell -- 1.

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

REJECTION OF BIDS FOR PURCHASE OF CITY-OWNED
PROPERTY UNDER ADJACENT NEIGHBORS LAND
ACQUISITION PROGRAM.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass five proposed ordinances transmitted therewith, rejecting bids for the purchase of certain City-owned properties under the Adjacent Neighbors Land Acquisition Program.

On motion of Alderman Kellam, each of the said proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Frost, Kotlarz, Banks, Giles, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schulter, Volini, Orr, Stone -- 41.

Nays -- Alderman Mell -- 1.

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

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

1140 South Albany Avenue.

WHEREAS, The City Council heretofore approved the sale of the Adjacent Neighbors Land Acquisition Program, Phase IV the property commonly known as:

City Real Estate No. 1433
Address: 1140 South Albany Avenue
Index No. 16-13-325-034

Bidder: Lillian Moss
Address: 1136 South Albany Avenue.
Bid Amount: \$300.00

Legal Description.

Lot 16 in Block 3 in Walker and Armour's Addition to Chicago, a Subdivision of Blocks 7 and 8 in Piper's Subdivision of 45 acres in Section 13, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 1140 South Albany, Chicago, Illinois.

Pursuant to an ordinance on March 12, 1986 and found in the Journal for said date on pages 28557 -- 28562; now, therefore,

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

SECTION 1. The ordinance adopted March 12, 1986 approving the sale to the above-mentioned individual of said above-cited property is hereby repealed.

SECTION 2. The Director of the City Real Estate Section, Department of Housing is hereby authorized to cancel the ordinance and re-offer this property for sale to any interested party.

SECTION 3. That the Director of the City Real Estate Section, Department of Housing is further authorized and directed to refund the amount that the individual bid on said property.

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

646 East Bowen Avenue and 4100 South Lake Park Avenue.

WHEREAS, The City Council heretofore approved the sale of the Adjacent Neighbors Land Acquisition Program, Phase IV these properties commonly known as follows:

City Real Estate No. 1875
Address: 646 East Bowen Avenue
Amount: \$350.00

Bidder: Isaiah and Emma Hatcher
Address: 652 East Bowen Avenue
Index No. 20-03-214-045

Legal Description.

Lot 9 and the East 1 foot of Lot 8 in John Mullens Subdivision of Lots 27 and 28 in Dobbins Subdivision of the North half of the Southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 646 East Bowen Avenue, Chicago, Illinois.

City Real Estate No. 1767
Address: 4100 South Lake Park Avenue
Amount: \$300.00

Bidder: Louis Cunningham Oliver
Address: 4104 South Lake Park Avenue
Index No. 20-02-114-019

Legal Description.

Lot 1 in Bonds Resubdivision of Lot 10 in Resubdivision of Block 3 in Bayard and Palmer Addition to the Northwest fractional 1/4 of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 4100 South Lake Park, Chicago, Illinois.

Pursuant to an ordinance adopted January 16, 1986, and found in the Journal for said date on pages 26267 -- 26274.

WHEREAS, Those individuals listed above did not qualify as adjacent neighbors; now, therefore,

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

SECTION 1. The ordinance adopted by this body on January 16, 1986, approving the sale to the above-mentioned individuals of said above-cited properties is hereby repealed.

SECTION 2. That the Director of the City Real Estate Section, Department of Housing is hereby authorized to cancel the ordinance, and re-offer these properties for sale to any interested parties.

SECTION 3. That the Director of the City Real Estate Section, Department of Housing is further authorized and directed to refund the amount that the individual bid on said properties.

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

1745 North Drake Street.

WHEREAS, The City Council heretofore approved the sale of the Adjacent Neighbors Land Acquisition Program, Phase III this property commonly known as follows:

City Real Estate No. 3165
Address: 1745 North Drake Street
Index No. 13-35-413-006

Bidder: James and Phyllis Wagner
Address: 1743 North Drake Street
Bid Amount: \$310.00

Legal Description.

Lot 44 in Augur's Subdivision of Block 17 in E. Simmon's Subdivision of the Southeast quarter of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1745 North Drake Street.

Pursuant to an ordinance adopted by this body on January 16, 1986, and found in the Journal for said date on pages 26266 -- 26267; and

WHEREAS, Those individuals listed above are no longer interested in the property; now, therefore,

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

SECTION 1. The ordinance adopted by this body on January 16, 1986, approving the sale to the above-mentioned individuals of said above-cited property is hereby repealed.

SECTION 2. That the Director of the City Real Estate Section, Department of Housing is hereby authorized to cancel the ordinance, and re-offer this property for sale to the interested parties.

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

1802 North Sawyer Avenue.

WHEREAS, The City Council heretofore approved the sale of the Adjacent Neighbors Land Acquisition Program, Phase III, these properties commonly known as follows:

Bidder: Jose Garcia
Address: 1804 North Sawyer Avenue
Bid Amount: \$300.00

Real Estate No. 1332
Address: 1802 North Sawyer Avenue.
Index No. 13-35-410-035

Legal Description.

Lot 23 (except the West 5 ft.) in Block 11 in Winklemen's Subdivision of part of Block 2 and Block 11 in E. Simon's Subdivision of the Southeast quarter of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1302 North Sawyer Avenue, Chicago, Illinois.

Pursuant to an ordinance adopted on November 6, 1985 and found in the Journal for said date on pages 21704 -- 21710; and

WHEREAS, This individual listed above did not qualify as an adjacent neighbor; now, therefore,

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

SECTION 1. The ordinance adopted by this body on November 6, 1985 approving the sale to the above-mentioned individual of said above-cited property is hereby repealed.

SECTION 2. The Director of the City Real Estate Section, Department of Housing is hereby authorized to cancel the ordinance, and re-offer this property for sale to the interested parties.

SECTION 3. That the Director of the City Real Estate Section, Department of Housing is further authorized and directed to refund the amount that the individual bid on said properties.

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

3140 West 15th Place.

WHEREAS, The City Council heretofore approved the sale of the Adjacent Neighbors Land Acquisition Program, Phase III, this property commonly known as follows:

Bidder: Jesse Mims
Address: 3132-3134 West 15th Place
Bid Amount: \$300.00

Real Estate No. 2466
Address: 3140 West 15th Place
Permanent Index No. 16-24-105-020

Legal Description.

Lot 23 in Block 3 in Douglas Park Addition to Chicago in the West 1/4 of Section 24, Township 39 North, Range 19, East of the Third Principal Meridian, in Cook County, Illinois; commonly known as: 3140 West 15th Place, Chicago, Illinois.

Pursuant to an ordinance adopted on November 16, 1986 and found in Journal for said date on pages 26267 -- 26274 and:

WHEREAS, This individual listed above did not qualify as an adjacent neighbor; now, therefore,

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

SECTION 1. The ordinance adopted by this body on January 16, 1986 approving the sale to the above-mentioned individual of said above-cited property is hereby repealed.

SECTION 2. The Director of the City Real Estate Section of the Department of Housing, City Real Estate Section is hereby authorized to cancel the ordinance, and re-offer this property for sale to any interested parties.

SECTION 3. That the Director of the City Real Estate Section, Department of Housing is further authorized and directed to refund the amount that the unqualified individual bid for said property.

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

ACCEPTANCE OF BIDS AUTHORIZED FOR PURCHASE OF
CITY-OWNED VACANT PROPERTY AT SUNDRY
LOCATIONS.

The Committee on Land Acquisition, Disposition and Leases submitted six proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith, to authorize acceptance of bids for purchase of certain City-owned parcels of property.

On motion of Alderman Kellam, each of the said proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Frost, Kotlarz, Banks, Giles, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schultzer, Volini, Orr, Stone -- 41.

Nays -- Alderman Mell -- 1.

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):

4237 -- 4239 South Calumet Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of The Moorish Divine and National Movement in North America, 4233 South Calumet Avenue, Chicago, Illinois 60615 to purchase for the sum of \$3,100.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed February 4, 1985, pages 13372 -- 13373 described as follows:

Lot 4 and the South 18 feet of Lot 3 in Subdivision of Lots 25 to 36 and Lots 61 to 72 in A. J. Averill's Subdivision of the Southeast quarter of the Southeast quarter of the Northwest quarter in Section 3, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4237-4239 South Calumet Avenue, Permanent Tax No. 20-03-123-014).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$310.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

2296 North Clybourn Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Helen Ostrowski- Rek, 5743 North St. Louis Avenue, Chicago, Illinois 60659 to purchase for the sum of \$5,150.49, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed September 11, 1985, pages 19884 -- 19885 described as follows:

Lot 11 in Sub Block 3 North Branch Distilling Co's Subdivision of the West 1/2 of Block 15 with Sub Block 5 of the East 1/2 of Block 15 in Sheffield's Add'n. to Chicago in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2296 North Clybourn Avenue, Permanent Tax No. 14-32-107-088).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$515.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

6805 South Halsted Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Rudolph and Dorrie Smith, not as tenants in common, but as joint tenants, P.O. Box 87167, Chicago, Illinois to purchase for the sum of \$11,000.00 the City-owned vacant property, previously advertised, pursuant to Council ordinance passed June 27, 1980, page 3301 described as follows:

Lots 3 and 4 and the North 6 feet 10 inches of Lot 5 in Block 4 in Smith's Addition to Normalville a Subdivision of the Northwest quarter of the Southwest quarter of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6805 South Halsted Street, Permanent Tax No. 20-21-306-002).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,100.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1655 -- 1659 South Hamlin Avenue/3748 West 18th Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of The Israel of God's Church, The White Horse Army, an Illinois Religious Corporation, 3741 West 18th Street, Chicago, Illinois 60623 to purchase for the sum of \$4,900.00, the City- owned vacant property, previously advertised, pursuant to Council ordinance passed September 6, 1984, page 8578 described as follows:

Lots 128, 129 and South 15 1/2 feet of Lot 130 in Downings Subdivision (except street) of Lots 7 and 14 included in J.H. Kedzies Subdivision of part of Southwest quarter of East half of Southwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1655 -- 1659 South Hamlin Avenue/3748 West 18th Street, Permanent Tax Nos. 16-23-304-019 and 16- 23-304-020).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$490.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

2112 -- 2122 West Madison Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Highway Church of God In Christ, Peace Cts., 2154 -- 2156 West Van Buren, Chicago, Illinois 60612 to purchase for the sum of \$30,000.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed March 25, 1983, page 16515 described as follows:

Lots 1 to 6 inclusive in Thorne's Resubdivision of the South half of Lot 17 and 18 in the Subdivision of Block 59 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 2112 -- 2122 West Madison Street, Permanent Tax Nos. 17-07-330-034, 17-07-033-033, 17-07- 033-036 and 17-07-033-037).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$3,000.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

3229 -- 3231 West Harrison Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Theresa O'Connor, 4846 West 97th Place, Oak Lawn, Illinois 60452 to purchase for the sum of \$8,160.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed March 12, 1986, page 28568 described as follows:

Lot 12 in Block 4 and Lot 13 (except the South 9.19 feet conveyed to Chicago Rapid Transit Company by deed dated July 29, 1931 and recorded September 25, 1931, as Document 10977645) in Block 4 in George K. Shoenberger's Subdivision of the East quarter of the North 40 rods of the Southeast quarter of the Northwest quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3229 -- 3231 West Harrison Street, Permanent Tax Nos. 16-04-403-008 and 16-04-403-007).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$816.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

AUTHORITY GRANTED TO ADVERTISE FOR SALE CITY-OWNED
PROPERTY AT SUNDRY LOCATIONS.

The Committee on Land Acquisition, Disposition and Leases submitted thirty-two proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith, which authorize the advertisement for sale of certain parcels of City-owned property.

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Frost, Kotlarz, Banks, Giles, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schulter, Volini, Orr, Stone -- 41.

Nays -- Alderman Mell -- 1.

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):

1948 West Adams Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The East 18 Feet of Lot 21 and the West 12 feet of Lot 22 in Block 5 in Ashland's Second Addition to Chicago, a Subdivision of the West 1/2 of the Northeast 1/4 of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1948 West Adams Street, Permanent Tax No. 17-18-209-025).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

9136 South Burley Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 20 in Block 67 in Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fraction Section 5 and 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 9136 South Burley Avenue, Permanent Tax No. 26-06-406-025).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

1928 South Canalport Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 4 in Morgan's Subdivision of Lot 1 and the North 1/2 of Lot 2 in Block 41 in Canal Trustee's Subdivision of the West 1/2 and so much of the South East 1/4 as lies West of

the South Branch of the River (Chicago) of Section 21 Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly know as 1928 South Canalport Avenue, Permanent Tax No. 17-21-317-033).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

3946 -- 3948 West Chicago Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 24 and 25 in Block 7 in T. J. Diven's Subdivision of the West half of the South West quarter of the South West Quarter and the East half of the North West quarter of the South West quarter of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3946 -- 3948 West Chicago Avenue, Permanent Tax Nos. 16-02-325-039 and 16-02-325-038).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

1700 -- 1708 North Clybourn Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 42 and 43 in F. H. Winston's Subdivision of Block 7 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1700 -- 1708 North Clybourn Avenue, Permanent Tax Nos. 14-32-423-050 and 14- 32-423-049).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

1718 North Clybourn Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 47 in Winston's Subdivision of Block 7 in Sheffield's Addition to Chicago, a Subdivision of Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1718 North Clybourn Avenue, Permanent Tax No. 14-32-423-045).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

1739 North Clybourn Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 196 in Subdivision of Block 6 in Shoffield's Addition to Chicago in East 1/2 of the Southeast 1/4 of Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1739 North Clybourn Avenue, Permanent Tax No. 14-32-425-016).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

1748--1752 North Clybourn Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 59, 60 and 61 in F. H. Barlett's Subdivision of Block 7 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14, East of the Third Principal

Meridian, in Cook County, Illinois, (commonly known as 1748--1752 North Clybourn Avenue, Permanent Tax Nos. 14-32-423-033, 14- 32-423-032 and 14-32-423-031).

Subject to covenants, zoning and building restrictions, easements and conditions if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

1307 North Damen Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The North 20 feet of Lot 27 and the South 15 feet of Lot 28 in Block 1 in Baird & Bradley's Subdivision in the West 1/2 of the Northeast 1/4 and the East 1/2 of the Northwest 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, according to the Platt thereof rec. Aug. 11, 1873 in Book 5 of Plats, Page 79 in Cook County, Illinois, (commonly known as 1307 North Damen Avenue, Permanent Tax No. 17-06- 216-074).

Subject to covenants, zoning and building restrictions, easements and conditions if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

1751 West Division Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 7 in Fricke and Dose's Subdivision of Block 4 in Johnston's Subdivision of East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 1751 West Division Street, Permanent Tax No. 17-06-405-004).

Subject to covenants, zoning and building restrictions, easements and conditions if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

6733 South Elizabeth Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 17 in Weddell and Cox's addition to Englewood, said Addition being a Subdivision of the East 1/2 of the Southwest quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 6733 South Elizabeth Street, Permanent Tax No. 20-20-307-002).

Subject to covenants, zoning and building restrictions, easements and conditions if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

3929 South Ellis Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 5 in Bensley's Subdivision of Lots 15 and 16 in Assessor's Division of Block 7 in Cleaverville a Subdivision in the North West Quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3929 South Ellis Avenue, Permanent Tax No. 20-02-103-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

3658 West Flourney Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 25 (except part conveyed to Metropolitan West Side Elevated Railroad) in Boilvin's Subdivision of the North half of the Northeast quarter of the Northeast

quarter of the Southwest quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3658 West Flournoy Street, Permanent Tax No. 16-14-304-015).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

815 North Harding Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 30 in Block 8 in Thomas J. Diyen's Subdivision of the West half of the Southwest quarter of the Southwest quarter and the East half of the Northwest quarter of the Southwest quarter of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois (commonly known as 815 North Harding Avenue, Permanent Tax No. 16-02-326-018).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

1717 South Jefferson Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 9 in Hull Clarke's Subdivision of Lot 3 in Block 44 in Canal Trustees' Subdivision of the East 1/2 of the Southwest 1/4 of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1717 South Jefferson Street, Permanent Tax No. 17-21-306-029).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

*307 -- 311 South Karlov Avenue/4057 -- 4059 West
Jackson Boulevard.*

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 23 and 24 in Block 1 in James H. Brewster's Subdivision of the North 20 Acres of the South 40 Acres of the East 1/2 of the Northeast 1/4 of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 307 -- 311 South Karlov Avenue/4057 -- 4059 West Jackson Boulevard, Permanent Tax No. 16-15-219-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

*315 -- 321 South Karlov Avenue/4054 -- 4058 West
Gladys Avenue.*

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 25 and 26 in Block 1 in James H. Brewster's Subdivision of the North 20 Acres of the South 40 Acres of the East 1/2 of the Northeast 1/4 of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 315 -- 321 South Karlov Avenue/4054 -- 4058 West Gladys Avenue, Permanent Tax No. 16-15-219- 022).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

6107 -- 6109 South Kenwood Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary,

appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 23 in Block 1 in O. R. Keith's Subdivision of South West quarter of the South East quarter of Section 14, Township 38 North, Range 14 East of the Third Principal Meridian, (excepting from said premises, that part of Lot 23 upon which the building or improvements build and erected on the adjoining lot 24 encroaches, being a strip on the North side of Lot 23 aforesaid, 31 feet long and 1 1/2 inches wide, as described in deed from Elizabeth Hackel and Vinzens A. Hackel, her husband, to Nellie O'Connor dated January 30, 1913 and recorded February 5, 1913 as Document No. 5125204) in Cook County, Illinois (commonly known as 6107 -- 6109 South Kenwood Avenue, Permanent Tax No. 20-14-409-002).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

1639 South Lawndale Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 162 and 163 in Lansingh Addition to Chicago in the Southwest 1/4 of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1639 South Lawndale Avenue, Permanent Tax No. 16-23-306-012).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

1332 -- 1334 North Leavitt Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 10 and 11 in Warner's Subdivision of Block 9 in Watson, Tower and Davis' Subdivision of the West half of the Northwest quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1332 -- 1334 North Leavitt Street, Permanent Tax Nos. 17-06-117-034 and 17-06-117-033).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

813 North Lessing Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 11 in Block 11 in John A. Yales Resubdivision of Lots 8, 9 and 12 in Block 8; Lots 1 to 12 and North 10 feet of Lots 13 and 14 in Block 9, Lots 2, 3, 6, 7, and 10 to 12, also North 10 feet of Lots 13 and 14 in Block 10, Lots 3, 4, 5, 7, 8, 10, 11 and the North 10 feet of Lot 14 in Block 11 and Lots 10 to 13 and the North 10 feet of Lots 13 and 14 in Block 12 in Wrights Addition to Chicago in the East 1/2 of South East quarter of Section 5, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 813 North Lessing Street, Permanent Tax No. 17-05-424-005).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

2310 North Lister Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 17 in Block 2 in Fullerton's Addition to Chicago in Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2310 North Lister Avenue, Permanent Tax No. 14-31-207-018).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

5710 -- 5712 South Loomis Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 5 and 6 in Block 5 in Snow & Dickinson's Garfield Boulevard Addition to Chicago in Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5710 -- 5712 South Loomis Street, Permanent Tax Nos. 20-17-119-029 and 20-17-119-030).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

4734 -- 4736 South Michigan Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 8 (except the East 17 feet thereof taken for widening of Michigan Avenue) in Block 2 in Anna Prices Subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 4734 -- 4736 South Michigan Avenue, Permanent Tax No. 20-10-101-024).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

1339 North Mohawk Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The West half of the South Quarter of Lot 31 in Butterfield's Addition to Chicago, being a Subdivision of the West half of the Northwest quarter and the South East quarter of the Northwest Quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1339 North Mohawk Avenue, Permanent Tax No. 17-04-122-096).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

2241 West North Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary,

appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 4 in Block 2 in H. B. Bogue's Subdivision of Blocks 1, 2, 4 and 5 in Watson, Tower & Davis' Subdivision of the West 1/2 of the Northwest 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2241 West North Avenue, Permanent Tax No. 17-06-102-006).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

3911 West 15th Street/1500 South Springfield Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 1 and 2 (except the South 1 foot of the East 75 feet of said Lot 2) in Block 6 in Douglas Park Boulevard Bohemian Land Association Subdivision in the Northwest 1/4 of the West 1/2 of the Northwest 1/4 of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 3911 West 15th Street/1500 South Springfield Avenue, Permanent Tax No. 16-23-123-018).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

202 South Troy Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 1 in the Subdivision of Lots 22 to 25 inclusive in Block 4 of Derby and Wallace's Subdivision of that part of the Northwest quarter of the Northwest quarter lying South of Barry Point Road in Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 202 South Troy Street, Permanent Tax No. 16-13-112-017).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

2039 West 21st Place.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 64 in Hyman & Peter's Subdivision in Block 60 in Subdivision of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2039 West 21st Place, Permanent Tax No. 17-19-325-009).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

2701 -- 2709 West 38th Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 1 to 3 in Block 14 in Corwith's Resubdivision of Lots 81 to 120, 124 to 140 and 144 to 150 and 152 to 157 in Town of Brighton in Section 36, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2701 -- 2709 West 38th Street, Permanent Tax No. 16-36-422-036).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

1433 -- 1437 West 63rd Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 1, 2 and 3 in Block 2 in Daniel Goodwin's Subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1433 -- 1437 West 63rd Street, Permanent Tax Nos. 20-20-102-007 and 20-20-102-008).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

535 West 103rd Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 8 (except the West 5 feet) in DeJong's Subdivision of the North 179 feet of Lot 3 in School Trustees' Subdivision of Section 16, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 535 West 103rd Street, Permanent Tax No. 25-16-104-008).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

BIDS REJECTED AND CITY COMPTROLLER AUTHORIZED TO
RE-ADVERTISE FOR SALE PARCELS OF CITY-OWNED
PROPERTY AT SUNDRY LOCATIONS.

The Committee on Land Acquisition, Disposition and Leases submitted eight proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances therewith, authorizing the rejection of bids for certain City-owned parcels of property and to re-advertise same for sale.

On motion of Alderman Kellam, each of the said proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Frost, Kotlarz, Banks, Giles, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schulter, Volini, Orr, Stone -- 41.

Nays -- Alderman Mell -- 1.

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):

4515 South Ellis Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Jeanette Bordelon, 4505 South Ellis Avenue, Chicago, Illinois 60653 to purchase for the sum of \$4,000.00, the City-owned vacant property, previously advertised pursuant to Council authority passed March 12, 1986, pages 28565 and 28566.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The South 66 feet of the North 198 feet of the West half of Block 6 in Hubbard's Subdivision of the East half of Southwest quarter of Section 2, Township 38 North,

Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4515 South Ellis Avenue, Permanent Tax No. 20-02-313-010).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

4323 South Forrestville Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Quinne and Marjorie A. Edwards, 4329 South Forrestville Avenue, Chicago, Illinois 60653 to purchase for the sum of \$177.00, the City-owned vacant property, previously advertised pursuant to Council authority passed October 20, 1983, pages 2704 and 2705.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 15 in Block 1 in B. F. Cronkit & Company's Subdivision of that part of the North half of the North half of the Northwest quarter of the Southeast quarter East of Vincennes Avenue of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4323 South Forrestville Street, Permanent Tax No. 20-03-402-007).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

2744 West Harrison Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Charles J. Dessent, Sr., 2738 West Harrison Street, Chicago, Illinois 60612, to purchase for the sum of \$1,000.00, the City-owned vacant property, previously advertised pursuant to Council authority passed September 11, 1985, pages 19886 and 19887.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 14 in Subdivision of Lots 2, 3 and 6 in Block 4 in Rockwell's Add'n. to Chicago in the South 1/2 of the Southwest 1/4 of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2744 West Harrison Street, Permanent Tax No. 16-13-235-028).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

7032 -- 7034 South Merrill Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Luther Coleman, Jr., 6900 South Oglesby Avenue, Chicago, Illinois 60649, to purchase for the sum of \$2,500.00, the City-owned vacant property, previously advertised pursuant to Council authority passed November 23, 1983, pages 3599 -- 3600.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 18 (except the South 6 inches thereof) in Block 3 in Commissioner's Partition of the South half of the Southwest quarter of the Southeast quarter of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 7032 -- 7034 South Merrill Avenue, Permanent Tax No. 20-24-423-018).

Reject any and all bids, pertinent to this property.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

506 South Oakley Boulevard.

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

SECTION 1. The City of Chicago hereby rejects the bid of Domingo Tobias, Jr., 503 South Claremont Avenue, Chicago, Illinois 60612, to purchase for the sum of \$600.00, the City-owned vacant property, previously advertised pursuant to Council authority passed October 22, 1981, page 7628.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The North 20 feet of Lot 42 in Sub Block 1 in Subdivision of Lots 1 to 12 inclusive of Block 12 in Rockwells Addition to Chicago in the North East quarter of the West half of the North West quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 506 South Oakley Boulevard, Permanent Tax No. 17-18-128-037).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

2141 South Pulaski Road.

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

SECTION 1. The City of Chicago hereby rejects the bid of Louise Coleman, 3958 W. Cermak Road, Chicago, Illinois 60623 to purchase for the sum of \$1,000.00, the City-owned

vacant property, previously advertised pursuant to Council authority passed May 15, 1985, page 16198.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 146 in Subdivision of Lots 2, 3 & 5 in Superior Court partition of the West 60 Acres North of the Road of the Southwest 1/4 of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2141 South Pulaski Road, Permanent Tax No. 16-23-317-017).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record and General Real Estate Taxes for 1985 and subsequent years.

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

2936 West Roosevelt Road.

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

SECTION 1. The City of Chicago hereby rejects the bid of James A. and Evelyn Crawford, not as tenants in common, but as joint tenants, 1124 South Richmond Street, Chicago to purchase for the sum of \$7,000.00, the City-owned vacant property, previously advertised pursuant to Council authority passed September 11, 1985, page 19888.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 1 and Lot 2 (except the West 10-1/2 inches of Lot 2) in J. E. Henneberry's Subdivision of Block 28 in Clark's Subdivision of the East half of the Southwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2936 West Roosevelt Road, Permanent Tax No. 16-13-328-036).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

509 West 36th Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Michael DiFoggio III, c/o Richard D. Joseph, 53 West Jackson Boulevard, No. 1201, Chicago, Illinois, 60616 to purchase for the sum of \$8,500.00, the City-owned vacant property, previously advertised pursuant to Council authority passed June 26, 1985, page 18362.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 4 in Resubdivision of Lot 1 to 25 and 36 to 50 in Shurtlett's Subdivision of the Southeast 1/4 of Block 22 in Canal Trustees' Subdivision of Section 33, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 509 West 36th Street, Permanent Tax No. 17-33-312-008).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

AUTHORITY GRANTED TO APPROVE NEW AND RENEWAL LEASES FOR VARIOUS CITY AGENCIES AT SUNDRY LOCATIONS.

The Committee on Land Acquisition, Disposition and Leases submitted four proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith, authorizing the approval of new and renewed leases for various city agencies at sundry locations.

On motion of Alderman Kellam, each of the said proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Frost, Kotlarz, Banks, Giles, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schulter, Volini, Orr, Stone -- 41.

Nays -- Alderman Mell -- 1.

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):

Navy Pier.

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

SECTION 1. That the City Comptroller is authorized to execute a lease on behalf of the City of Chicago, a municipal corporation, as Lessor, with the Lakeside Group, Inc., D/B/A Chicago International New Art Form Exposition, as Lessee, for the entire East End and Midway located on Navy Pier, to be used solely for the purpose of staging a New Art Form Exposition; such lease to be approved by the Commissioner of the Department of Public Works and the Commissioner of Economic Development and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

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

Lease attached to this ordinance reads as follows:

Lease Agreement For Navy Pier.

This Lease Agreement is made and entered into as of the 4th day of September, 1986, by and between the City of Chicago, a municipal corporation, (hereinafter referred to as "Lessor") and The Lakeside Group Inc., (hereinafter referred to as "Lessee").

Witnesseth, That Lessor, for and in consideration of the terms and conditions, both general and special hereinafter contained and made on the part of the Lessee, does hereby grant to Lessee for its sole and exclusive use, the privileges hereinafter described on premises at Navy Pier, such premises to be specifically defined in Part 2, attached hereto and incorporated by reference, foot of Grand Avenue, Chicago, Illinois (hereinafter referred to as "Pier").

This Agreement shall consist of two parts

Part 1 - General Conditions

Part 2 - Special Conditions

numbered 1 to 5, including but not limited to, rental terms, fees, charges and insurance requirements, all of which are hereby incorporated herein and shall be binding on both parties.

All constituting the entire agreement between the parties and no warranties, inducements, considerations, premises or other references, shall be implied or impressed upon such agreement that are not set forth herein at length.

The following express stipulations and conditions are made a part of this Lease and are hereby assented to by the Lessee:

Part I -- General Conditions.

Article I.

This Agreement Is Subject and Subordinate to any existing or future Federal/State Statute or any existing or future lease of agreement between Lessor and the United States or the State of Illinois, or political subdivisions thereof, relative to the development, construction, operation or maintenance of the Pier, the execution of which has been or may be required as a condition precedent to the expenditure of Federal, State or other public funds for the development, construction, operation or maintenance of said Pier.

Lessor reserves the right to further develop, improve, maintain, modify and repair Pier, the facilities therein and the roadways and approaches thereto, as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance by the Lessee.

Article II.

Lessee shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this lease agreement or any rights and privileges created hereby, or any interest in any portion of the same and shall not permit any other person or persons, company or corporation to use or occupy the premises or any part thereof without the prior written consent of the Lessor.

In the event any right or privilege hereunder is granted to more than one individual or other legal entity (or any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Lessee shall be the joint and several obligation of each such individual or other legal entity.

Article III.

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 partners or joint venturers between Lessor and Lessee, or as constituting the Lessee or any officer, owner, employee or agent of Lessee as agent, representative or employee of the Lessor for any purpose or in any manner whatsoever.

Article IV.

Lessee has examined the premises prior to, and as a condition precedent to the execution of this lease agreement, and is satisfied with the physical condition of the premises and the suitability of the premises for Lessee's intended use and accepts the premises in the condition they are in at the beginning of this lease. Lessee further acknowledges that Lessor has made no representations regarding the condition of the premises and, to the extent permitted by law, expressly waives any rights or claims against Lessor for any loss, cost, damage or expense arising out of the condition of the premises or their suitability for Lessee's intended use. Lessee agrees to pay to Lessor immediately upon demand, the sum or sums necessary to correct or repair any damage to the premises or any part thereof, or any damage to any building or any part thereof, caused by any act or neglect of Lessee, or of any person or persons in the employ or under the control of the Lessee, or any agents, guests or invitees of lessee.

Lessee, at its own expense, shall keep the premises in a safe, sanitary and sightly condition and good repair, and shall restore and yield the premises back to Lessor upon the termination of this agreement in good condition and repair, ordinary wear and tear excepted.

Article V.

Lessee shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the prior consent in writing in each instance of the Commissioner of Public Works (hereinafter called "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures, whether structural or non-structural. In connection with any request to alter the premises, Commissioner may require submission of proposed designs, floor plans, construction plans, specifications, bonds, assurances and contract documents therefor and if approved may require that such alterations incorporate all or part of any such alterations within this agreement as attachments thereto.

Article VI.

Lessee agrees to occupy the premises in a safe and careful manner and in compliance with all laws, ordinances, rules, regulations and orders of any governmental bodies and all agencies thereof having jurisdiction over the premises, and Lessee shall observe and comply with all regulations which may be applicable to its operation or to the operations, management, maintenance or administration of the Pier, now in effect or hereafter promulgated.

Article VII.

Except for claims arising out of the acts caused by the affirmative negligence of the Lessor or its representatives,

Lessee hereby agrees that it will, at all times, and at its own expense, indemnify, hold harmless from and defend the City of Chicago and the Public Building Commission, its officers, agents, agencies, departments and employees against any and all claims, suits, costs, including reasonable attorney's fees, and damages, both real and alleged, for injury to persons or property, and arising out of or in connection with the use or misuse of said

premises. Lessee agrees to provide prepaid policies of insurance generally known as comprehensive public liability insurance, workmen's compensation for any and all employees of the Lessee and property damage insurance in amounts satisfactory to the Lessor. The insurance coverage shall be and remain in effect, during the entire term of the lease. All policies shall be taken with insurance companies authorized to do business in the State of Illinois and approved by the Comptroller of the City of Chicago. In addition, Lessee agrees to include the Lessor and the Public Building Commission of the City of Chicago as additional insured on any and all insurance policies and to deliver to Lessor duplicate policies or certificates evidencing compliance herewith or evidence of payment of premium, upon execution of this Lease.

In any event, Lessee shall not exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Lessee is in full force and effect.

Article VIII.

In the event the premises shall be destroyed or so damaged or injured by fire or other casualty either prior to or during the life of this agreement, whereby the premises shall be rendered untenable, then the Lessor shall have the right to repair or rebuild the premises, but shall not be obligated to do so. If the premises are not rendered tenable by Lessor, then this lease shall be deemed cancelled without liability on the part of Lessor, and any security deposit paid by Lessee shall be returned to him. Any cancellation shall be evidenced in writing.

Article IX.

Lessor hereby grants to Lessee the right of access and ingress to and egress from the premises by Lessee and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Lessor or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Pier and the public.

Article X.

Lessee shall keep the leased premises free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for Lessee, and agrees to bond against or discharge any mechanic's or materialmen's lien within ten (10) days after written request therefor by Lessor.

Article XI.

Lessee hereby agrees that, to the extent permitted by law, Lessor shall not be liable for injury to Lessee's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Lessee, Lessee's employees, invitees, customers, or any other person in or about the premises, nor shall Lessor be liable for injury to the person of Lessee, Lessee's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage,

leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the premises or upon other portions of the building of which the premises are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means or repairing the same is inaccessible to Lessee. Lessor shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the premises is located.

Article XII.

Lessee shall be solely responsible for and promptly pay all charges for water, gas, heat, electricity, sewer and any other utilities used upon or furnished to the leased premises. Lessor will in no event be liable for any interruption or failure of utility services on the premises.

Article XIII.

To secure the faithful performance by Lessee of the covenants, conditions and agreements set forth in this lease to be performed by it, Lessee shall deposit the sum of \$500.00 with Lessor upon reserving the premises for a date certain. Said deposit will be non-refundable unless Lessor terminates this lease prior to the planned event. The deposit shall be applied to and be used as payment toward the total amount due.

Article XIV.

All of the terms and provisions of this Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Article IV.

It is understood and agreed between the parties hereto that time is of the essence of this Lease and this applies to all terms and conditions contained herein.

Article XVI.

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Article XVII.

The unenforceability, invalidity, or illegality of any provision of this Lease Agreement shall not render the other provisions unenforceable, invalid or illegal.

Article XVIII.

The rights of the Lessor hereunder shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

Article XIX.

Lessor may enter the premises at any time upon giving reasonable notice to the Lessee and so long as the same does not unduly interfere with the Lessee's conduct of its regular business. In the event of an emergency Lessor shall not be required to give Lessee notice prior to entering the premises.

Article XX.

The prompt payment of the rent for said premises upon the dates named, and the faithful observance of rules and regulations printed upon this lease, and which are hereby made a part of this covenant, and of such other and further rules and regulations as may be hereafter made by the Lessor, are the conditions upon which the lease is made and accepted and any failure on the part of the Lessee to comply with the terms of said lease, or any of said rules and regulations now in existence, or which may be hereafter prescribed by the Lessor, shall at the option of the Lessor, with a forfeiture of this lease, and all of the rights of the Lessee hereunder, and thereupon the Lessor, his agents or attorneys shall have the right to enter said premises, and remove all persons therefrom forcibly or otherwise and the Lessee thereby expressly waives any and all notices required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession of said premises, and expressly agrees that in the event of a violation of any of the terms of this lease, or of said rules and regulations, now in existence or which may hereafter be made, said Lessor, his agent or attorneys, may immediately re-enter said premises and dispose Lessee without legal notice or the institution of any legal proceedings whatsoever. All rights and remedies of Lessor herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

Article XXI.

Lessee in performing under this Lease Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, religion, age, sex, national origin or physical or mental handicap, nor otherwise commit an unfair employment practice. Lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, national origin or physical or mental handicap. Lessee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Lease Agreement.

The breach of any of the above non-discrimination covenants, shall constitute cause for the City of Chicago to terminate this Lease Agreement.

Article XXII.

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring thereto, be filed in the office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Lessee or anyone acting for Lessee and that if the same be so filed, this agreement and each and

every provision hereof shall, at the option of Lessor, be and become absolutely null and void and Lessor may declare such filing a breach of this agreement.

Article XXIII.

Notice to Lessor provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and notices to Lessee provided for herein may be sent by first class mail, postage prepaid, addressed to Lessee at the Lakeside Group, c/o Tom Blackman, 600 North McClurg Court, Suite 3403, Chicago, Illinois, 60611.

Article XXIV.

No helium balloons permitted on subject premises.

Article XXV.

The obligations of Lessee contained in Articles IV and VII shall survive the expiration or sooner termination of this Lease.

Part II -- Special Conditions.

1) Premises

Lessor does hereby grant to lessee the following areas of Navy Pier:

Auditorium/Recreation Buildings

Shelter Building

Terminal Building

Midway

2) Purpose

A) Auditorium/Recreation Buildings

Lessee shall use the premises for the purpose of hosting the New Art Forms Show sponsored by the Lakeside Group.

B) Shelter Building/Terminal Building

Lessee shall use the premises for the purpose of hosting the New Art Forms Show sponsored by the Lakeside Group.

The New Art Forms Show shall begin on the 19th day of September, 1986 at 12:00 noon and shall terminate on the 22nd day of September, 1986 at 6:00 P.M.

September 18th	Opening Night 5:30 P.M. Benefit for the School of the Art Institute of Chicago
September 19th	12:00 P.M. -- 8:00 P.M.
September 20th	12:00 P.M. -- 8:00 P.M.
September 21st	12:00 P.M. -- 8:00 P.M.
September 22nd	12:00 P.M. -- 6:00 P.M. New Art Forms Show closes/break-down begins

Commissioner of Economic Development has approved the use of the Midway for use as guest parking on September 18, 1986 for opening night only.

During all other times Lessee will be allowed use of Midway for cab drop-off and shuttle bus drop-off.

C) Midway

Lessee shall use the premises for the purpose of a cab drop-off and exhibitor parking (50 cars). Lessee will be allowed to run a shuttle bus down the South Dock or Midway and will allow general public to have access to it.

3) Term

The term of the agreement shall begin on the 10th day of September, 1986 at 8:00 A.M. and shall terminate on the 26th day of September, 1986 at 5:00 P.M.

Set-up Time

Lessee shall be allowed to use the demised premises for set-up beginning on the 10th day of September, 1986 at 8:00 A.M. and such set-up time shall terminate on the 18th day of September, 1986 at 5:29 P.M.

Break Down Time

Lessee shall be allowed to use the demised premises for break down beginning on the 22nd day of September, 1986 at 6:01 P.M. and such break down time shall terminate on the 26th day of September at 6:00 P.M.

4) Rental

Lessee shall pay lessor the following rent and estimated operation costs.

A) Auditorium/Recreation/Shelter/Terminal Buildings

\$4,000.00 per day that exhibition is open to public

\$2,000.00 per day for set-up

\$2,000.00 per day for break-down

Midway

Parking fee waived by Commissioner of Economic Development for opening night only.

Set-up Time

\$2,000.00 per day X four (4) days = \$8,000.00

Lessee will be charged for last four (4) days of set-up time only.

Show

\$4,000.00 per day X four (4) days = \$16,000.00

Break Down

\$2,000.00 per day X two (2) days = \$4,000.00
\$28,000.00

B) Operation Costs

1) Electricity

Average k.w.h. per day = 7813

7813 X 16 days X 08 per k.w.h. = \$10,000.00

2) Electrician

September 18, 1986

\$37.50 X 5 hours = \$187.50

September 19, 1986

\$37.50 X 4.5 hours = 168.75

September 20, 1986

\$37.50 X 4.5 hours = 168.75

\$50.00 X 3.5 hours = 175.00

September 21, 1986

\$50.00 X 8 hours = 400.00

September 22, 1986

\$37.50 X 1.5 hours = 56.25

Total Deposit = \$1,156.25

Lessee shall pay deposits for electricity and electrician in advance.

C) Clean-up/Repair/Break Down Deposit

If there is any clean-up/repair or break down penalty that lessee is responsible for funds will be credited from rental credit outstanding from 1986 Chicago International Art Exhibition.

D) Rent Abatement

Lessee shall be given a rent abatement in the amount of \$28,000.00 on rental outstanding from the 1986 Chicago International Art Exhibition. Rent abatement owed to lessee will only apply toward rental costs of event.

E) Break-down Penalty

In the event that lessee has not vacated Auditorium/Recreation Buildings by September 24, 1986 at 11:59 P.M. Lessor will deduct \$4,000.00 for the first day and \$4,000.00 for each additional day thereafter. In the event lessee has not vacated the Shelter/Terminal Buildings by September 25, 1986 at 11:59 P.M. Lessor will deduct \$1,500.00 for the first day and \$1,500.00 for each additional day thereafter.

In the event that lessee exhausts the remaining credit derived from the 1986 Chicago International Art Exhibition lessee will have seven (7) days upon receipt of written notice from lessor to pay any fees that are outstanding.

Payment of rent shall be Certified Check made payable to the "City of Chicago" and together with a Certificate of Insurance in the minimum of \$1,000,000 naming the City of Chicago and the Public Building Commission as additional insured shall be mailed to:

Cary Kalant
Supervisor of Leasing
Department of Finance
Real Estate Office
320 N. Clark Street, Suite 505
Chicago, IL 60610

5) Operations

- A) If said premises or any portion of said buildings thereof including any and all utilities shall be damaged by the act, default, or negligence of the Lessee, or Lessee's agents, employees, patrons, guests or any person

admitted to said premises by Lessee, Lessor shall use clean-up/repair/late deposit to restore said premises to their present condition. However, if deposit is not sufficient to restore said premises, lessee upon demand will pay sum necessary to complete restoration.

Lessee agrees to have on hand at all times, at its own expense, such security force as is deemed necessary by the Commissioner to maintain order and to protect persons and property.

- B) Unless consent in writing from the Commissioner of Public Works is first received, Lessee shall not operate or put up any engine, motor, or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purpose, or any other agent other than electricity for illuminating the demised premises.
- C) No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of said building shall be obstructed by Lessee or used for any purpose other than for ingress and egress from the demised premises. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by lessee. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweeping, rubbish, rags, papers or others substances shall be thrown therein. Lessee will permit no chairs or movable seats to be or remain in the passage ways at any time.
- D) It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago in determining the total number of persons to be admitted at any time to Navy Pier, or that of his authorized representative shall be final.
- E) Lessor shall have the exclusive right to collect and have custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Lessee, or any other persons in Lessee employ, shall not collect nor interfere with collection or custody of such articles.
- F) Lessor reserves the right to eject any objectionable person or persons from said building, and upon the exercise of this right by the Commissioner, his representatives, agents or policemen, the Lessee hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.
- (G) Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.

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

In Witness Whereof, the parties hereto have caused this instrument to be signed in duplicates under this respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

Department of Economic Development.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from 20 North Clark Street Property, an Illinois Partnership as sole beneficiary under Harris Trust and Savings Bank Trust, Trust Number 39038 dated October 27, 1978, as Lessor, for approximately 11,525 square feet of office space on the 28th floor located at 20 North Clark Street, Chicago, Illinois, for use by the Department of Economic Development, as Lessee: such lease to be approved by the Director of Economic

Development and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease agreement printed on page 35420 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider

Notification Provision.

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

Rental Payment Provisions.

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

Eighteen Thousand Two Hundred Forty-seven and 92/100 Dollars (\$18,247.92) per month for the period beginning on the 1st day of August, 1986 and ending on the 31st day of July, 1987;

Nineteen Thousand One Hundred Sixty and 31/100 Dollars (\$19,160.31) per month for the period beginning on the 1st day of August, 1987 and ending on the 31st day of July, 1988;

Twenty Thousand Three Hundred Twelve and 81/100 Dollars (\$20,312.81) per month for the period beginning on the 1st day of August, 1988 and ending on the 31st day of July, 1989.

Rent is payable in advance on the 1st day of each month by the Office of the City Comptroller to Collins, Tuttle & Company, Inc., 20 North Clark, 5th Floor, Chicago, Illinois, 60620.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

(Continued on page 35421)

LEASE-Short Term Lease No. 14002

City of Chicago

This Agreement,

Between 20 North Clark Street Property, an Illinois Limited Partnership as sole beneficiary under Harris Trust & Savings Bank Trust, Trust No. 39038, dated October 27, 1978, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee.

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 11,525 square feet of office space on the 28th floor of the building located at 20 North Clark Street for use by the Department of Economic Development.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of August, A. D. 1986, and ending on the 31st day of July, A. D. 1989. Lessee has the right to terminate this lease upon sixty (60) days prior written notice twelve (12) month from execution of lease.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Collins, Tuttle & Co., Inc., 20 N. Clark St., 5th Floor, Chicago, Illinois 60602 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions see Rider Attached Hereto and Made a Part Hereof.

Provisions See Rider Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sewers. In the event the Lessee shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessor, the Lessee is authorized to make such repairs and to deduct the cost thereof from rent accruing under this lease.

For Responsibilities of Lessor and Lessee
See Rider Attached Hereto and Made a
Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessor.

Lessee shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such alterations and improvements whether made during the term of this lease or prior thereto shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease shall be terminated, on the terms of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such reconstruction.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: _____
Supervisor of Leasing,

Approved: _____
Director, Department of Economic Development

By: _____
20 North Clark Street Property, An Illinois Limited Partnership, as sole beneficiary under Harris Trust & Savings Bank Trust, Trust No. 39038, dated October 27, 1978, by Collins Tuttle & Co., Inc., as Agents for Beneficiary.

By: _____
Comptroller

(Continued from page 35219)

Construction the following renovation prior to execution of Lease:

Provide and pay for construction of the demised premises to the Lessee's specifications as contained in Exhibit "A" attached hereto and made a part hereof.

Provide and pay for heat; maintain plant and equipment in good operable condition for comfortable occupancy of the demised premises.

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

Provide central air-conditioning for comfortable occupancy of the demised premises and maintain the same.

Provide and pay for window washing of all windows in the demised premises, both inside and out, weather permitting, at least once every other month.

Provide and pay for painting and washing of interior walls as frequently as necessary as determined in the sole discretion of Lessor to maintain a neat appearance.

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

Provide and pay for automatic elevator service at times in common with other tenants.

Provide and pay for exterminator service whenever necessary.

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

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

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance of \$1,000,000 combined single limit; with the City to receive a certificate of Insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a Certificate of

Insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Provide and pay for nightly custodial services five days per week which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Have the right to repair any damages to the building caused by the negligence of the Lessee, and the Lessee shall thereupon pay to the Lessor the total cost of such repairs and damages to the building upon the Lessor providing the Lessee with itemized bills for the cost of such repair and damages.

Provide and pay for 24 hour security service.

Have the right at all time or times to either voluntarily or pursuant to governmental requirement, at its own expense make repairs, alterations or improvements in or to the building or any part thereof including the premises, and during operations, may close entrances, doors, corridors, elevators and other facilities and may have access to and open the ceilings, all without any liability to the Lessee by reason of interference, inconvenience or annoyance. If such work should materially reduce the area rented by Lessee, the rent paid by Lessee shall be proportionately reduced. Such work shall be done in such a manner as to cause the least possible interference, inconvenience and annoyance to Lessee.

Have the right to assign its interest in this lease or any part thereof in the exercise of its sole discretion and, upon the written request of Lessor, Lessee shall acknowledge and consent to any such assignment in writing. Additionally, upon the written request of Lessor, Lessee shall provide any information or certification of the status of this lease reasonably requested by Lessor and Lessee shall execute any memorandum, certificate, attornment or other document in recordable form or otherwise as required by Lessor or to undertake any action reasonably requested by Lessor to evidence the existence of this lease or to effectuate any such assignment of Lessor's interest herein.

Lessee under this Lease shall:

Pay for electricity as metered for all normal office uses (excluding air- conditioning) within demised premises.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successors or assigns so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Additional clauses to be included in lease:

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable solely from funds when made

available by the Federal Government. If said funds are not made available from the Federal Government and as a result, Lessee defaults in the payment of any sums required to be paid under this lease, the sole remedy of Lessor shall be for possession of the demised premises.

In the event the Lessor should fail to furnish any substantial alterations, repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee, and the failure continues twenty (20) days after Lessee has notified the Lessor by written notice of such failures, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards corrected and deduct the cost and expense thereof from rental herein due under this lease or, immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

In the event of any substantial breach of the covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease upon twenty (20) days notice by certified or registered mail, to Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

[Exhibit A attached to this rider printed on page 35424
of this Journal.]

*Department of Aviation.
(24th floor)*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from 20 North Clark Street Property, an Illinois Limited Partnership as sole beneficiary under Harris Trust & Savings Bank Trust, Trust Number 39038 dated October 27, 1978, as Lessor, for approximately 5,960 square feet of office space on the 24th floor located at 20 North Clark Street, Chicago, Illinois, for use by Department of Aviation, as Lessee; such lease to be approved as to form and legality by the Corporation Counsel in substantially the following form:

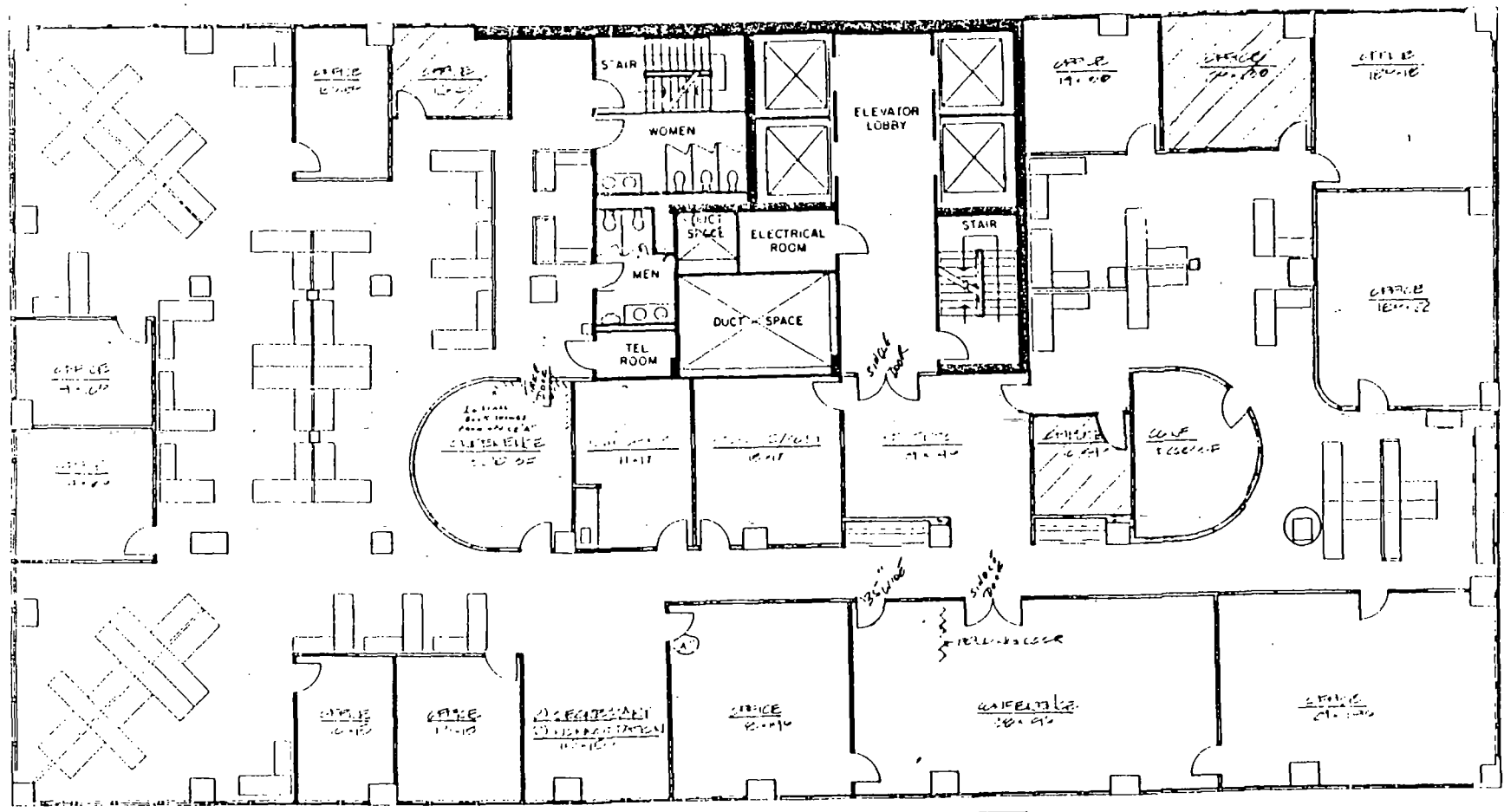
[Lease agreement printed on page 35425 of this Journal.]

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

Rider attached to this ordinance reads as follows:

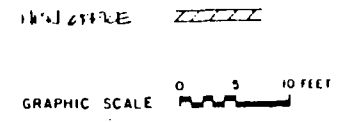
(Continued on page 35426)

EXHIBIT A



ATTACHMENT OF ECONOMIC DEVELOPMENT
 PLANNING
 STATE PLAN 2

HIGH RISE FLOOR PLAN, CHICAGO



10/30/86

REPORTS OF COMMITTEES

35425

LEASE-Short Form Lease No. 14059

City of Chicago

This Agreement,

Made this _____ day of _____, 1986, by and between 20 North Clark Street Property, An Illinois Limited Partnership as sole Beneficiary under Harris Trust & Savings Bank Trust, Trust No. 39038, dated October 27, 1978, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee.

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 5,960 square feet of office space on the 24th floor of the building located at 20 North Clark Street for use by the Department of Aviation.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of July A.D. 1986, and ending on the 31st day of December A.D. 1987. Lessee has the right to terminate this lease upon ninety (90) days prior written notice twelve (12) months from execution of lease.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Collins, Tuttle & Co., Inc., 20 N. Clark St., 5th Fl., Chicago, IL 60602 or at such other place as the Lessor front time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof. For Rental Payment Provisions See Rider Attached Hereto and Made a Part hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

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

For Responsibilities of Lessor and Lessee
See Rider Attached Hereto and Made a
Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in locations acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated, in the event of such a termination of this lease, Lessee shall be liable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from paying of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to proper description and execution.

Approved: _____
Chief Assistant Corporation Counsel
Supervisor of Leasing,
Real Estate

By: _____
20 North Clark Street Property, An Illinois Limited Partnership as sole beneficiary under Harris Trust & Savings Bank Trust, Trust No. 39038, dated October 27, 1978, by Collins, Tuttle & Co., Inc., as Agents for Beneficiary.

By: _____
Commissioner, Department of Aviation

By: _____
Comptroller

(Continued from page 35423)

Rider.

Notification Provision.

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

Rental Payment Provisions.

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

Nine Thousand Four Hundred Thirty-six 67/100 Dollars (\$9,436.67) per month for the period beginning on the 1st day of July, 1986 and ending on the 31st day of December, 1987.

Rent is payable in advance on the 1st day of each month by the Office of the Comptroller to Collins, Tuttle and Company, Inc., 20 North Clark Street, 5th Floor, Chicago, Illinois, 60602.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for heat and maintain plant and equipment in good operable condition for comfortable occupancy of the demised premises.

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

Provide central air-conditioning for comfortable occupancy of the demised premises and maintain the same.

Provide and pay for window washing of all windows in the demised premises, both inside and out weather permitting, at least once every other month.

Provide and pay for painting or washing of interior walls as frequently as necessary as determined in the sole discretion of Lessor to maintain a neat appearance.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind; or moving

of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Provide and pay for automatic elevator service at times in common with other tenants.

Provide and pay for exterminator service whenever necessary.

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

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

Comply with the provisions of the municipal building code in the repair and maintenance of said premises.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance of \$1,000,000 combined single limit: with the City to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date. The Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Provide and pay for nightly custodial services five days per week which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Have the right to repair any damages to the building caused by the negligence of the Lessee, and the Lessee shall thereupon pay to the Lessor the total cost of such repairs and damages to the building upon the Lessor providing the Lessee with itemized bills for the cost of such repairs and damages.

Provide and pay for 24 hours security service.

Have the right at all time or times to either voluntarily or pursuant to governmental requirement, at its own expense make repairs, alterations or improvements in or to the building or any part thereof, including the premises and during operation, may close entrance doors, corridors, elevators and other facilities and may have access to and open the ceilings, all without any liability to the Lessee by reason of interference, inconvenience or annoyance. If such work should materially reduce the area rented by Lessee, the rent paid by Lessee, shall be proportionately reduced. Such work shall be done in such a manner as to cause the least possible interference, inconvenience and annoyance to Lessee.

Have the right to assign its interest in the lease or any part thereof in the exercise of its sole discretion and, upon the written request of Lessor, Lessee shall acknowledge and consent to any such assignment in writing. Additionally, upon the written request of Lessor, Lessee shall provide any information or certification of the status of this lease reasonable requested by Lessor and Lessee shall execute any memoranda, certificate, attornment or other document in recordable form or otherwise as required by Lessor or to undertake any action reasonable requested by Lessor to evidence the existence of this lease or to effectuate any such assignment of Lessor's interest herein.

Lessee under this lease shall:

Pay for electricity as metered for all normal office uses (excluding air- conditioning) within demised premises.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successor or assigns so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Shall not be required to pay any monthly rent for first month after execution of this lease.

Additional clauses to be included in lease:

In the event the Lessor should fail to furnish any substantial alterations, repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee, and the failure continues twenty (20) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards corrected and deduct the cost and expense thereof from rental herein due under this lease or, immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

In the event of any substantial breach of the covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease upon twenty (20) days notice by certified or registered mail, to Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by Lessor of any right created thereby.

Department of Aviation.

(30th Floor)

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from 20 North Clark Street Property, an Illinois Limited Partnership as sole beneficiary under Harris Trust & Savings Bank Trust, Trust Number 39038 dated October 27, 1978, as Lessor, for approximately 11,525 square feet of office space on the 30th floor located at 20 North Clark Street, Chicago, Illinois, for use by Department of Aviation, as Lessee: such lease to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease agreement printed on page 35430
of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

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

Rental Payment Provisions.

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

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

Nineteen Thousand Six Hundred Sixty-nine and 33/100 Dollars (\$19,669.33) per month for the period beginning on the first day of July, 1987 and ending on the 30th day of June, 1988.

Twenty Thousand Nine Hundred Eight and 27/100 Dollars (\$20,908.27) per month for the period beginning on the 1st day of July, 1988 and ending on the 30th day of June, 1989.

Twenty-two Thousand Eighty-nine and 53/100 Dollars (\$22,089.58) per month for the period beginning on the 1st day of July, 1989 and ending on the 30th day of June, 1990.

(Continued on page 55431)

LEASE--Short Form Lease No. 14058

Form C O No. 18

City of Chicago

This Agreement,

Made this _____ day of _____
 A. D. 1986, between 20 North Clark Street Property, An Illinois Limited Partnership as sole
 Beneficiary under Harris Trust & Savings Bank Trust, Trust No. 39038, dated October 27, 1978
 and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the
 City of Chicago, County of Cook and State of Illinois, to-wit: approximately 11,525 square feet of office
 space on the 30th floor of the building located at 20 North Clark Street for use by
 the Department of Aviation.

To have and to hold said premises unto the Lessee for a term beginning on the _____ 1st day of July
 A. D. 1986, and ending on the _____ 30th day of June _____ A. D. 1990. Lessee has the right to
 terminate this lease upon sixty (60) days prior written notice twelve (12) months from
 execution of lease.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at
 Collins, Tuttle & Co., Inc., 20 N. Clark St., 5th Floor, Chicago, Illinois 60602
 or at such other place as the Lessor from time
 to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto
 and Made a Part Hereof.
 For Rental Payment
 Provisions See Rider Attached Hereto and Made a Part Hereof.
 Assessments for water tax
 levied against said premises for all or part of the term of this lease shall be paid by the Lessor

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

For Responsibilities of Lessor and Lessee
 See Rider Attached Hereto and Made a
 Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Les-
 sor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the
 beginning of the term of this lease, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making
 repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and
 of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem nec-
 essary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be
 regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior
 to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild
 said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease
 thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the
 date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of
 rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.
 Approved as to form and legality, except
 as to property description and execution.

Approved: _____
 Chief Assistant Corporation Counsel
 Supervisor of Leasing, _____
 Real Estate

By: _____
 Commissioner, Department of Aviation

By: _____
 20 North Clark Street Property, An Illinois
 Limited Partnership as sole beneficiary under
 Harris Trust & Savings Bank Trust, Trust No.
 39038, dated October 27, 1978, by Collins,
 Tuttle & Co., Inc., as Agents for Beneficiary.

By: _____
 Comptroller

(Continued from page 35429)

Rent is payable in advance on the 1st day of each month by the Office of the City Comptroller to Collins, Tuttle and Company, Inc., 20 North Clark Street, 5th Floor, Chicago, Illinois, 60602.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for heat; maintain plant and equipment in good operable condition for comfortable occupancy of the demised premises.

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

Provide central air-conditioning for comfortable occupancy of the demised premises and maintain the same.

Provide and pay for window washing of all windows in the demised premises, both inside and out weather permitting, at least once every other month.

Provide and pay for painting or washing of interior walls as frequently as necessary as determined in the sole discretion of Lessor to maintain a neat appearance.

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

Provide and pay for automatic elevator service at times in common with other tenants.

Provide and pay for exterminator service whenever necessary.

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

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

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Pay all Real Estate Taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance of \$1,000,000 combined single limit; with the City to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Provide and pay for nightly custodial services five days per week which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Have the right to repair any damages to the building caused by the negligence of the Lessee, and the Lessee shall thereupon pay to the Lessor the total cost of such repairs and damages to the building upon the Lessor providing the Lessee with itemized bills for the cost of such repairs and damages.

Provide and pay for 24 hour security service.

Have the right at all time or times to either voluntarily or pursuant to governmental requirement, at its own expense make repairs, alterations or improvements in or to the building or any part thereof including the premises, and during operations, may close entrances, doors, corridors, elevators and other facilities and may have access to and open the ceilings, all without any liability to the Lessee by reason of interference, inconvenience or annoyance. If such work should materially reduce the area rented by Lessee, the rent paid by Lessee shall be proportionately reduced. Such work shall be done in such a manner as to cause the least possible interference, inconvenience and annoyance to Lessee.

Have the right to assign its interest in this lease or any part thereof in the exercise of its sole discretion and, upon the written request of Lessor, Lessee shall acknowledge and consent to any such assignment in writing. Additionally, upon the written request of Lessor, Lessee shall provide any information or certification of the status of this lease reasonable requested by Lessor and Lessee shall execute any memoranda, certificate, attornment or other document in recordable form or otherwise as required by Lessor or to undertake any action reasonable requested by Lessor to evidence the existence of this lease or to effectuate any such assignment of Lessor's interest herein.

Lessee under this lease shall:

Pay for electricity as metered for all normal office uses (excluding air-conditioning) within demised premises.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successors or assigns so long as Lessee shall observe and perform the covenants and agreements binding on its hereunder.

Not be required to pay any monthly rent for first two months after execution of this lease.

Additional clauses to be included in lease:

In the event the Lessor should fail to furnish any substantial alterations, repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee, and the failure continues twenty (20) days after Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards corrected and deduct the cost and expense thereof from rental herein due under this lease or, immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

In the event of any substantial breach of the covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease upon twenty (20) days notice by certified or registered mail, to Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

COMMITTEE ON POLICE, FIRE AND MUNICIPAL INSTITUTIONS.

APPOINTMENT OF MR. JERRY STONE AS MEMBER OF CHICAGO LIBRARY BOARD.

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, October 15, 1986.

To the President and Members of the City Council:

Your Committee on Police, Fire and Municipal Institutions having had under consideration a communication signed by Mayor Harold Washington, under the date of July 9, 1986, a proposed appointment of Jerry Stone replacing Thomas Rosenberg as a member of the Chicago Library Board 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) MICHAEL F. SHEAHAN,
Chairman.

On motion of Alderman Sheahan, the committee's recommendation was *Concurred In* and said appointment of Mr. Jerry Stone as a member of the Chicago Library Board was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Soliz, W. Davis, Smith, D. Davis, Santiago, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schulter, Volini, Orr, Stone -- 41.

Nays -- None.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The First Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred -- ESTABLISHMENT OF LOADING ZONE ON PORTION
OF WEST DIVISION STREET.

Alderman Gutierrez (26th Ward) presented a proposed ordinance to establish a loading zone at all times at 2708 West Division Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUANCE OF ONE-WAY TRAFFIC
RESTRICTION ON PORTION OF SOUTH
PRAIRIE AVENUE.

Alderman Hutchinson (9th Ward) presented a proposed ordinance to discontinue the restriction on the movement of vehicular traffic, allowing the flow of traffic to proceed in both directions, on South Prairie Avenue from East 115th Street to East Kensington Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- LIMITATION OF PARKING AT ALL TIMES
ON PORTION OF WEST 31ST STREET.

Alderman Huels (11th Ward) presented a proposed ordinance to limit the parking of vehicles to five minutes periods on the north side of West 31st Street at 804, at all times, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PROHIBITION OF PARKING AT ALL TIMES
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
ROTI (1st Ward)	South Laflin Street (both sides) from West Harrison Street to the first alley south thereof for 116 feet;
SAWYER (6th Ward)	South Wabash Avenue (east side) at 7127 (except for handicapped); East 89th Place (north side) at 738 (except for handicapped);
SOLIZ (25th Ward)	West 21st Street (south side) at 2613 (except for handicapped); West 23rd Street at 2045 (except for handicapped);
HAGOPIAN (30th Ward)	North Lotus Avenue (west side) at 2542 (except for handicapped);
SANTIAGO (31st Ward)	North Sawyer Avenue (both sides) from West Wrightwood Avenue to the first alley south of North Milwaukee Avenue (except for residential permit parking zone); West Shakespeare Avenue (both sides) from the first alley east of North Pulaski Road to North Springfield Avenue (except for residential permit parking zone);

Alderman	Location and Distance
<i>MELL</i> (33rd Ward)	North Campbell Avenue at 2230 (alongside on West Lyndale Street at driveway); North Claremont Avenue (east side) at 3301;
<i>LAURINO</i> (39th Ward)	North Christiana Avenue at 5828 (except for handicapped); North Kedvale Avenue at 4851 (except for handicapped);
<i>OBERMAN</i> (43rd Ward)	West Draper Street (north side) at 1200 from the driveway of the Grignon plant to the dead end; West Draper Street (south side) at 1200 (in front of the park) from the sewer east to the corner (3 car spaces);
<i>MC LAUGHLIN</i> (45th Ward)	West Cullom Avenue from North Milwaukee Avenue to the first north-south alley east thereof; West Leland Avenue (south side) from North Milwaukee Avenue to the first alley west thereof;
<i>VOLINI</i> (48th Ward)	West Bryn Mawr Avenue (north side) at 1246.

Referred -- PROHIBITION OF PARKING DURING SPECIFIED HOURS
ON PORTION OF NORTH LINCOLN AVENUE.

Alderman O'Connor (40th Ward) presented a proposed ordinance to prohibit the parking of vehicles during specified hours on the east side of North Lincoln Avenue from a point 200 feet south of the first alley south of West Winnemac Avenue to a point 200 feet south thereof from 8:30 A.M. to 3:30 P.M. on Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF PARKING PROHIBITION ON PORTION
OF NORTH FRANCISCO AVENUE.

Alderman Laurino for Alderman O'Connor (40th Ward) presented a proposed ordinance to prohibit the parking of vehicles at all times on the east side of North Francisco Avenue from West Ainslie Street to a point 200 feet thereof (instead of both sides), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUANCE OF PARKING PROHIBITION AT
ALL TIMES ON NORTH FRANCISCO AVENUE.

Alderman Laurino for Alderman O'Connor (40th Ward) presented a proposed ordinance to prohibit the parking of vehicles at all times on the west side of North Francisco Avenue at 4870 (3 signs), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF "RESIDENT PERMIT PARKING
ZONES" AT SPECIFIED LOCATIONS.

Alderman Pucinski (41st Ward) presented the following proposed orders to establish resident permit parking zones for vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

North Talcott Avenue (north side) from 7200 to 7322 from North Harlem Avenue to North Odell Avenue;

North Neola Avenue (both sides) from 6000 to 6021;

North Oconto Avenue (both sides) from 5813 to 5843 between Oconto Avenue and West Thorndale Avenue;

North Oketo Avenue (both sides) from 5600 to 5700;

West Summerdale Avenue (both sides) at 7200;

Referred -- PROPOSED STUDY REGARDING ESTABLISHMENT
OF RESIDENTIAL PERMIT PARKING ZONE ON
PORTION OF NORTH KEATING AVENUE.

Alderman Laurino (39th Ward) presented a proposed order to study the feasibility of establishing a residential permit parking zone on both sides of North Keating Avenue between North Caldwell Avenue and North Hiawatha Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DESIGNATION OF SERVICE DRIVE ON PORTION
OF SOUTH LAFLIN STREET.

Alderman Roti (1st Ward) presented a proposed ordinance to designate at all times both sides of South Laflin Street from West Harrison Street to the first alley south thereof (94 feet) as a service drive, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES AT
SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones at the locations designated, for the distances and hours specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
PUCINSKI (41st Ward)	West Higgins Avenue and the 5400 blocks of North Nottingham Avenue, North Neva Avenue and North Mont Clare Avenue -- at all times;
OBERMAN (43rd Ward)	North Clark Street at 2653 -- at all times.

Referred -- INSTALLATION OF AUTOMATIC TRAFFIC
CONTROL SIGNALS ON PORTION OF
NORTH PULASKI ROAD.

Alderman Smith (28th Ward) presented a proposed order for the installation of suspended automatic traffic control and a walk-do not walk signals at the "T" intersection of North Pulaski Road and West Ferdinand Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- INSTALLATION OF TRAFFIC SIGNS AT
SUNDRY LOCATIONS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Type of Sign
<i>SAWYER</i> (6th Ward)	South Cottage Grove Avenue and East 83rd Street -- "No Turn on Red";
<i>HUTCHINSON</i> (9th Ward)	East 103rd and South Dauphin Avenue -- "No Left Turn";
<i>HUELS</i> (11th Ward)	Northbound traffic on Benson Street at the intersection of 31st Street -- "Stop"; Eastbound traffic on Pitney Court at the intersection of 31st Street -- "Stop";
<i>MAJERCZYK</i> (12th Ward)	West 37th Place, South Sacramento Avenue, South Albany Avenue ("H" alley) and West 38th Street -- "Through Traffic Prohibited";
<i>KELLAM</i> (18th Ward)	West 80th Street and South Hermitage Avenue -- "2-Way Stop";
<i>D. DAVIS</i> (29th Ward)	North Massasoit Avenue from 800 to 814 -- "No Parking Anytime"; North Massasoit Avenue from 801 to 815 -- "No Parking Anytime"; North Menard Avenue from 800 to 814 -- "No Parking Anytime"; North Menard Avenue from 801 to 815 -- "No Parking Anytime"; West Walton Street at 5843 (Side Drive Way) -- "No Parking";
<i>HAGOPIAN</i> (30th Ward)	West Homer Street and North Leclaire Avenue -- "Stop"; North Leamington Avenue and West Homer Street -- "2-Way Stop";
<i>LAURINO</i> (39th Ward)	West Carmen Avenue and North Drake Avenue -- "Stop"; North Drake Avenue between the North Branch of the Chicago River and West

Alderman

Location and Type of Sign

Foster Avenue -- "Thru Traffic Prohibited";

West Granville Avenue and North Keeler Avenue -- "4-Way Stop";

West Rosemont Avenue and North Keller Avenue -- "4-Way Stop";

North St. Louis Avenue and West Balmoral Avenue -- "Stop";

PUCINSKI (41st Ward)

North Oriole Avenue and West Berwyn Avenue -- "2-Way Stop";

SCHULTER (47th Ward)

North Ashland Avenue (all four corners) and West Irving Park Road -- No Turn On Red".

*Referred -- WEIGHT LIMITATION ESTABLISHED ON PORTION
OF WEST 31ST PLACE.*

Alderman Huels (11th Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles on West 31st Place from Benson Street to South Morgan Street, which was *Referred to the Committee on Traffic Control and Safety.*

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATION OF PARTICULAR AREAS.

The aldermen named below presented three 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 TILLMAN (3rd Ward):

To classify as a Business Planned Development instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 12-F bounded by

the alley next north of West 54th Street; the west line of the right-of-way of the Chicago and Rock Island and & Pacific Railroad; West Garfield Boulevard; and South Wentworth Avenue.

BY ALDERMAN W. DAVIS (27th Ward):

To classify as a C2-2 General Commercial District instead of an C1-2 Restricted Commercial District the area shown on Map No. 2-I bounded by

West Polk Avenue; South Western Avenue; a line 72.65 feet south of West Polk Avenue; and the alley next west of South Western Avenue.

BY ALDERMAN O'CONNOR (40th Ward):

To classify as a B2-2 Restricted Retail District instead of a B4-2 Restricted Service District the area shown on Map No. 13-I bounded by

the alley next north of West Lawrence Avenue; North Fairfield Avenue; West Lawrence Avenue; and North California Avenue.

3. CLAIMS.

The aldermen named below presented seven 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
SAWYER (6th Ward)	Mr. Louis Jennings;
KELLAM (18th Ward)	John L. Nugent;
KRYSTYNIAK (23rd Ward)	Mario E. Szczeny;
D. DAVIS (29th Ward)	Gladys J. Lauduale;
O'CONNOR (40th Ward)	2601 West Foster Condominium Association;
VOLINI (48th Ward)	4826 North Kenmore Condominium Association;
STONE (50th Ward)	6816 North Ridge 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):

**CONGRATULATIONS EXTENDED TO SANTA LUCIA SCHOOL
ON OCCASION OF ITS SILVER ANNIVERSARY.**

A proposed resolution reading as follows:

WHEREAS, On May 2, 1960, Father Primo Beltrame, Pastor of Santa Lucia Church, received permission from the Archdiocese of Chicago to construct Santa Lucia Elementary School at 3017 South Wells Street; and

WHEREAS, On September 18, 1960, the groundbreaking ceremonies for Santa Lucia School took place, and on June 4, 1961, the cornerstone of Santa Lucia School was blessed; and

WHEREAS, In September 1961, the School Sisters of Notre Dame, with Sister Mary Angela as principal, began instructing the first students at Santa Lucia School; and

WHEREAS, Santa Lucia School has been providing the youth of Chicago with a quality Catholic education during the past 25 years; and

WHEREAS, Santa Lucia School has graduated 575 students during the last quarter-century and these graduates have excelled in their chosen professions and educational institutions; and

WHEREAS, The good people of Santa Lucia Parish have faithfully supported the successful operation of their school for 25 years; and

WHEREAS, The Santa Lucia Parish has been spiritually guided by the Scalabrini Fathers with Father Cugnidoro as its present pastor; and

WHEREAS, The students of Santa Lucia School have been instructed by their dedicated teachers over the years, with Geraldine Maratea, Class of 1963, as its present principal; and

WHEREAS, On November 8, 1986 the parishioners, alumni and friends of Santa Lucia will officially commemorate the 25th Anniversary of Santa Lucia Elementary School; and

WHEREAS, On December 13, 1986, the Feast Day of Santa Lucia, a special Mass will be offered in thanksgiving for the blessings the Santa Lucia School has received during the past 25 years; now, therefore,

Be It Resolved, That the Mayor and the members of the Chicago City Council, assembled here this 30th day of October, 1986, do hereby recognize and congratulate the Santa Lucia School on the occasion of its Silver Anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the representatives of Santa Lucia School.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, 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, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

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

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAYS
FOR SUNDRY ORGANIZATIONS.

Also, three proposed ordinances for grants of privilege in public ways for sundry organizations, which were *Referred to the Committee on Streets and Alleys* as follows:

Citizens Bank and Trust Company as trustee under trust 66-37-50 -- to install, maintain and use two flagpoles adjacent to 140 South Dearborn Street;

LaSalle National Bank as trustee under trust 110441 -- to install, maintain and use a three-manhole grease separator in the public way adjacent to 175 North State Street;

312 Randolph Partnership -- to maintain and use an existing canopy over the public way and attached to the building or structure at 312 West Randolph Street.

Referred -- PORTION OF WEST ADAMS STREET CLOSED
FOR COMMONWEALTH EDISON COMPANY.

Also, a proposed order granting permission to Commonwealth Edison Company to block off the north sidewalk and north curb lane of West Adams Street from the west entrance of the building at 72 West Adams Street to a point 120 feet east thereof on Monday, November 10,

1986, in conjunction with a P.O.W.-M.I.A. flag ceremony, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN RUSH (2nd Ward):

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE CHAPTER 17,
SECTION 17-1.12, CONCERNING INSPECTION FEES FOR
SANITARY LANDFILLS.

A proposed ordinance to amend Chapter 17, Section 17-1.12 of the Chicago Municipal Code in reference to rules and regulations given to the owners or operators of liquid waste handling facilities, especially new fee regulations on stationary emission sources, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

Presented by

ALDERMAN EVANS (4th Ward):

Referred -- AMENDMENT OF ORDINANCE FOR HYDE PARK--
KENWOOD DEVELOPMENT CORPORATION.

A proposed ordinance to amend an ordinance passed April 23, 1986, which authorized various improvements for the Hyde Park-Kenwood Development Corporation, by substituting the Commissioner of Economic Development for the Commissioner of Streets and Sanitation and the Commissioner of Public Works, at cetera, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN MAJERCZYK (12th Ward):

BUILDINGS DECLARED PUBLIC NUISANCES
AND ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

3708 S. Wolcott Avenue; and

4591 S. Archer Avenue,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

3708 S. Wolcott Avenue; and

4591 S. Archer Avenue,

are declared public nuisances, and the Commissioner of Inspectional Services is authorized and directed to demolish the same.

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

Alderman Majerczyk 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 Majerczyk, the foregoing proposed ordinance 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, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

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

Presented by

ALDERMAN KELLAM (18th Ward):

CONGRATULATIONS EXTENDED TO MRS. CELIA JONES ALLEN
ON OCCASION OF HER ONE HUNDREDTH BIRTHDAY
CELEBRATION.

A proposed resolution reading as follows:

WHEREAS, Celia Jones Allen was born in the City of Chicago on October 28, 1886, on the south side, and has been a resident of the City of Chicago for these 100 years; and

WHEREAS, Celia Jones Allen was baptized in St. Cecelia's Church, attended the Hendricks School, and married Joseph Allen on June 26, 1911 in St. Cecelia's Church; and

WHEREAS, Celia and Joseph had one daughter, Lucille and resided in St. Brendan and St. Sabina Parish, and Celia was widowed 54 years ago, needed work to support herself and her daughter, she turned to the democratic party in the 18th Ward; and

WHEREAS, Celia Jones Allen worked for many years as helper and a precinct captain in the 18th Ward Regular Democratic Organization and worked in various city and county departments, as a bailiff and in the water department and in the county clerk's office, to name a few of the agencies that were the recipients of her efforts; and

WHEREAS, Celia Jones Allen has made a positive contribution to the City of Chicago, and the Democratic Party, and has been an exemplary example of womanhood; now, therefore,

Be It Resolved, That the entire City Council of the City of Chicago wishes Celia Jones Allen best wishes on the celebration of her 100th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Celia Jones Allen.

Alderman Kellam 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 Kellam, the foregoing proposed resolution was *Adopted* 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, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

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

Presented by

ALDERMAN SHERMAN (21st Ward):

HONOR EXTENDED TO SERGEANT CECIL BRADLEY
HOCKETT, SR. ON OCCASION OF
HIS RETIREMENT.

A proposed resolution reading as follows:

WHEREAS, Sgt. Cecil Bradley Hockett, Sr. was appointed to the Chicago Police Department on May 16, 1956; and

WHEREAS, After completing his training in the academy he was assigned to the old Grand Crossing District, (10th District), 75th Street and Maryland Street, now known as the 3rd District. He remained in that assignment for 5 years then was assigned to the 15th District, 61st Street and Racine Avenue, now known as the 7th District; and

WHEREAS, In 1963 he was assigned to the Detective Division, Area 3 Burglary, after taking the first Detective examination given by the department, where his grade placed him in the first fifty on the list; and

WHEREAS, In 1964 he was assigned to Area 1 Burglary Section. After being a Detective for 4 years he was assigned as the Assistant Secretary to the Commander of the 3rd District, until he was promoted to the rank of Sergeant in 1970; and

WHEREAS, After completing his sergeant's training he was assigned to the 4th District as Desk Sergeant; and

WHEREAS, While assigned to this district, Sergeant Hockett became involved in the original class action discrimination suit against the City of Chicago Police Department. This suit, which effected the hiring of Blacks, Hispanics, Women and promotions to sergeant, set the stage for discrimination suits across the United States. He was chief witness, testifying for three days, presenting key testimony, which aided in resulted victory; and

WHEREAS, In 1972 he was assigned as Desk Sergeant to the 11th District. In 1978 he was assigned to Headquarters, 1121 S. State Street, as the Watch Commander of the Identification Section, then known as Unit 129, now Unit 166. While there he again became involved in another discrimination suit. He led the fight for promotion of Lieutenants with the group known as the Sergeants For Justice, and victory was again achieved; and

WHEREAS, In 1982 he was assigned to the 2nd District, as Desk Sergeant, where he served for 4 years until retiring September 18, 1986; and

WHEREAS, During his 30 years of dedicated and faithful service, Sergeant Hockett received numerous awards such as citizen and community awards, commendations, honorable mentions and letters of appreciation; and

WHEREAS, He was elected to the position of Secretary of the Guardians Police Organization for 10 years, and in 1985 he was elected President; and

WHEREAS, As a delegate from the Guardians to the National Black Police Association he served on the National Board and was elected Treasurer in 1985, he currently holds both of these posts; and

WHEREAS, Sgt. Hockett is a devoted father of a total of 12 children and step- children, to whom he has assisted, and encouraged them all to live a full, joyous life and to be aware of all the possibilities life has to offer; now, therefore,

Be It Resolved, That the fine citizens of our great City of Chicago join Mayor Harold Washington and the City Council salute Sgt. Cecil Bradley Hockett, Sr., for a job well done throughout his long and productive career, and wish him and his entire family much happiness and success in his retirement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sgt. Hockett.

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, 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, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

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

Presented by

ALDERMAN KRYSTYNIAK (23rd Ward):

CONGRATULATIONS EXTENDED TO WENTWORTH
SENIORS ON OCCASION OF THEIR
TENTH ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, The Wentworth Senior Citizens were organized into a solid and active group December 14, 1976, and thus are about to celebrate their tenth anniversary; and

WHEREAS, This outstanding group of seniors, which has grown from an original membership of 31 to a present membership of 150, convenes twice a month, and many of the charter members are still with the group; and

WHEREAS, Under its founder, Mary Voss, and its presidents, Edward Sleichert (1977-1983) and Antoinette Nulick (1983-present), the Wentworth Senior Citizens Club has provided a great need to the seniors it has so diligently and tirelessly served, and has enjoyed a special working relationship with the City and with the Park District as well, with special help and attention from Park District attendant Bill Sorrentino; and

WHEREAS, We are cognizant of the many wonderful contributions of the Wentworth Seniors to the quality of life within Chicago's southwest side community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 30th day of October, 1986, do hereby congratulate the Wentworth Seniors on the occasion of their tenth anniversary, and do extend to their president, Antoinette Nulick, and all 150 members our very best wishes for many more years of happiness and success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Wentworth Seniors.

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, 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, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

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

Presented by

ALDERMAN KOTLARZ (35th Ward):

CONGRATULATIONS EXTENDED TO MR. AND MRS. EDWARD
PYRZYNSKI ON OCCASION OF THEIR GOLDEN
WEDDING ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Edward Pyrzynski, residents of our great City of Chicago, celebrated fifty golden years of wedded bliss October 27, 1986; and

WHEREAS, Mary and Edward Pyrzynski are exceedingly popular citizens of Chicago's northwest side and are consistent in their love and devotion to their children, their family and many friends; and

WHEREAS, Long active in their northwest side neighborhood, Mary and Edward Pyrzynski represent all that is good and solid in family and community life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 30th day of October, 1986, A.D., do hereby offer our heartiest congratulations to Mr. and Mrs. Edward Pyrzynski on the occasion of their Fiftieth Wedding Anniversary, and extend to this splendid couple our very best wishes for many more years of happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Edward Pyrzynski.

Alderman Kotlarz 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 Kotlarz, the foregoing proposed resolution was *Adopted*, 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, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

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

Presented by

ALDERMAN BANKS (36th Ward):

Referred -- AMENDMENT TO CITY OF CHICAGO EMPLOYEE
BENEFITS AND COMPENSATION PLAN.

A proposed resolution amending the City of Chicago Employee Benefits and Compensation Plan, especially in reference to the coverage of Chicago Police Cadets within the "Continuity of Service" paragraph, which was *Referred to the Committee on Committees, Rules and Appointments*.

Presented by

ALDERMAN CULLERTON (38th Ward):

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT 5645 WEST ADDISON STREET.

A proposed order for the issuance of a sign permit to M-K Signs, Incorporated for the erection of a sign/signboard at 5645 West Addison Street for Northwest Hospital, which was *Referred to the Committee on Zoning.*

Presented by

ALDERMAN LAURINO (39th Ward):

CONGRATULATIONS EXTENDED TO MR. HARRY KAGAN ON
RECEIVING "ASSOCIATION OF JEWISH BLIND OF
CHICAGO'S DISTINGUISHED SERVICE AWARD."

A proposed resolution reading as follows:

WHEREAS, Harry Kagan, one of our proud City's most determined and accomplished citizens, is being honored November 2, 1986, by The Association of Jewish Blind as recipient of its Distinguished Service Award; and

WHEREAS, Harry Kagan, who emigrated to Chicago from his native Ukraine in 1926, was superintendent in a sheet metal company when he found that he was gradually losing his sight. With a wife and five children, he took \$50.00 in savings and began his own company, Kagan Industries. Struggling to build a company and at the same time support his large family, Harry Kagan nonetheless took much time to help those unsighted who were unable to care for themselves. He helped found The Association of Jewish Blind of Chicago Home and Recreation Center on the City's Northwest Side, an organization that in the past thirty years has provided solace, education and recreation for many of our unsighted citizens; and

WHEREAS, Harry Kagan's contributions have been nationwide: he invented and patented a folding telescopic cane and a signature template, both of which are in use by the blind throughout the United States; and

WHEREAS, Under Harry Kagan's guidance Kagan Industries has become a million dollar sheet metal manufacturing business. His contributions to the citizens of our great City are enormous; his contributions to mankind are beyond calculation; 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 express our congratulations to Harry Kagan as he receives the Association of Jewish Blind of Chicago's Distinguished Service Award, and that we also acknowledge our profound respect and admiration for Harry Kagan, whom we consider as one of Chicago's truly distinguished citizens; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Harry Kagan.

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, seconded by 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, 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, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

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

Presented by

ALDERMAN PUCINSKI (41st Ward):

**CONGRATULATIONS EXTENDED TO CHICAGO INTERCOLLEGIATE
COUNCIL ON OCCASION OF THEIR 40TH ANNIVERSARY
UNIVERSITY BALL.**

A proposed resolution reading as follows:

WHEREAS, The Chicago, Intercollegiate Council was founded in 1927 as an organization of Polish-American students; and

WHEREAS, The purpose of the Chicago Intercollegiate Council was to foster pride in the Polish heritage among young people attending Chicago area universities; and

WHEREAS, Initial funding of the Chicago Intercollegiate Council came from the Kosciuszko Foundation; and

WHEREAS, In 1946, the Chicago Intercollegiate Council organized the University Ball to establish a scholarship fund for Polish-American students; and

WHEREAS, The scholarships awarded have helped numerous students finish their studies and go on to become established professionals; and

WHEREAS, The scholarships are granted in the fields of medicine, law, economics, business, the arts, engineering and the sciences; and

WHEREAS, For 40 years the Chicago Intercollegiate Council has awarded more than \$110,000 dollars to deserving students; and

WHEREAS, On November 1, 1986, the Chicago Intercollegiate Council will celebrate the 40th Anniversary University Ball; and

WHEREAS, On November 1, the Intercollegiate Council will award \$12,000 dollars to 15 Chicago area students; and

WHEREAS, The reputation of the Chicago Intercollegiate Council in the area of education is not only known in Chicago and Polonia, but has recognition nation wide; and

WHEREAS, The Chicago Intercollegiate Council has contributed to the Professorship of Polish Literature at the University of Chicago, established a library of Polish language and literature at DePaul University, organized Christmas parties for orphans and underprivileged children in Chicago, funding for the Copernicus Foundation, members of the Polish-American Congress and provided relief packages to Poland during recent labor unrests in Poland; and

WHEREAS, The current members are well represented in the fields of law, medicine, education, finance, engineering, business communication, government, the arts and students; and are dedicated to keeping the Polish heritage alive in the minds of young Polish-Americans; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of Chicago extend our sincerest congratulations to the Chicago Intercollegiate Council on their 40th Anniversary Ball and their achievements in education and charitable causes.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, 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, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

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

Presented by

ALDERMAN NATARUS (42nd Ward):

**DRAFTING OF ORDINANCE DIRECTED FOR VACATION
OF SPECIFIED PUBLIC WAYS.**

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of West Wendell Street between the easterly right of way line of the Chicago Transit Authority and the west line of North Wells Street, also North Franklin Street between the south line of West Hill Street and the north line of West Oak Street, the south 100 feet of the first north-south 18-foot public alley west of North Franklin Street in the area bounded by West Hill Street, West Wendell Street, North Franklin Street and the right of way of the Chicago Transit Authority; also all of the public alleys in the area bounded by West Hill Street, West Wendell Street, North Franklin Street, and North Wells Street together with all of the alleys in the area bounded by West Wendell Street, West Oak Street, North Franklin Street and North Wells Street for the Department of Housing (No. 4-42-86-1110); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Natarus, the foregoing proposed order was *Passed*.

**Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY
EXTENDED FOR LA SALLE ILLINOIS
BUILDING CORPORATION.**

Also, a proposed ordinance to grant permission and authority to LaSalle Illinois Building Corporation to maintain and use a canopy over the public way and attached to the building or structure located at 500 North LaSalle Street, which was *Referred to the Committee on Streets and Alleys*.

**Referred -- PORTION OF EAST HURON STREET
AND NORTH WABASH AVENUE CLOSED
FOR RELIGIOUS PURPOSES.**

Also, a proposed order for the granting of permission to the Archdiocese of Chicago to close to traffic that portion of East Huron Street between North Rush Street and North Wabash Avenue, and also, that portion of North Wabash Avenue between East Huron Street and East Erie Street on Saturday, November 1, 1986 to accommodate service participants, which was *Referred to the Committee on Beautification and Recreation.*

Presented by

ALDERMAN HANSEN (44th Ward):

Referred -- AMENDMENT OF CHICAGO MUNICIPAL
CODE CHAPTER 147, SECTION 147-13
CONCERNING LIQUOR LICENSES.

A proposed ordinance to amend Chapter 147, Section 147-13 of the Chicago Municipal Code concerning the time extension for the petitioning process in reference to liquor licenses, which was *Referred to the Committee on License.*

Presented by

ALDERMAN MC LAUGHLIN (45th Ward):

CONGRATULATIONS EXTENDED TO NORTH BUSINESS AND
INDUSTRIAL COUNCIL ON OCCASION OF NEW
BOARD OF DIRECTOR'S INSTALLATION.

A proposed resolution reading as follows:

WHEREAS, The North Business and Industrial Council was founded in 1975 to provide leadership, resources and direction to ensure successful start-up, retention and expansion of North side business and industry; and

WHEREAS, Norbic by-laws extend to the entire North side of the City of Chicago concentrating on an area bounded by the City limits on the North Diversey on the South, Damen on the East and the city limits on the West; and

WHEREAS, Norbic has become increasingly concerned with Chicago's industrial base, the increased exodus of companies out of the city and with the declining number of jobs available to area residents; and

WHEREAS, Firms are given every advantage of the Norbic network of experts and contacts in the fields of financial counseling and referral, site screening and referral, business management and marketing city services, tax abatement and special lending to prevent an exodus of businesses from the City of Chicago; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council do hereby congratulate Norbic on the installation of its new board of directors on this thirtieth day of October, Nineteen Hundred and Eighty-six with the wish of continued success on all of its future endeavors to improve the business climate of the City of Chicago.

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, 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, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

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

Presented by

ALDERMAN ORBACH (46th Ward):

**BEST WISHES EXTENDED TO PASTOR ALAN BERNARD SMITH
ON OCCASION OF HIS 37TH BIRTHDAY.**

A proposed resolution reading as follows:

WHEREAS, October 19th is a noteworthy day in that it commemorates the thirty-seventh anniversary of the date on which the Lord blessed Evelyn Mae and Alfred Smith with their second child, a son through whom they know great pride, and whom they named Alan Bernard; and

WHEREAS, Alan Bernard Smith culminated his illustrious educational background with his attendance at Trinity Bible College in Tulsa, Oklahoma; from there embarking upon his life's work, his full time devotion to the ministry, in 1969; and

WHEREAS, The Reverend Alan Bernard Smith initiated his evangelical career through international outreach, sharing his missions in the Lord's service with his wife and life's mate, the former Cheri Ann Wine; and

WHEREAS, Pastor Alan and Cheri Smith were themselves blessed with the birth of their lovely daughter, Ericka, in 1973, bringing into existence a family that serves well as a role model for the many fortunate to know them; and

WHEREAS, On May 2, 1975, Pastor Alan Bernard Smith accepted the challenge of a small congregation, barely beyond its first decade of existence; and

WHEREAS, That small congregation, known then as now, as Faith Tabernacle, has grown from an average attendance of 150 to its average today of 4000; and

WHEREAS, Pastor Alan Bernard Smith now leads what is recognized as the largest multi-ethnic church in America; and

WHEREAS, It is with special pride that we join in celebration of, and for, a man who has unified the divided with patience, service, love, and good works; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, join in this birthday tribute, with our best wishes, to Pastor Alan Bernard Smith; and

Be It Further Resolved, That October 19, 1986 be officially declared "Pastor Alan Bernard Smith Day in the City of Chicago"; and

Further, Be It Resolved, That a suitable copy of this resolution be prepared and presented to Pastor Smith and his congregation at Faith Tabernacle, 817 West Grace Street.

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, 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, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

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

Presented by

ALDERMAN STONE (50th Ward):

CONGRATULATIONS EXTENDED TO RECENT INDUCTEES INTO
CHICAGO JEWISH SPORTS HALL OF FAME.

A proposed resolution reading as follows:

WHEREAS, On Sunday, November 9, 1986, at the Westin Hotel in Chicago, Chicago's Jewish Sports Hall of Fame will induct the following notable Chicagoans, Marv Rotblatt -- baseball; Max Davidson -- tennis; Lou Possner -- basketball; Eddie Lander and Harry Garbell -- boxing; Joe Kupciet (posthumously) -- football; Sam Weinstein -- bowling; Morris Mages -- sports franchise; Arthur "Jake" Sommerfield -- "Oldtimers Award"; Dr. Marty Unterman -- swimming; "Hermie" Cohen -- 16" softball; Lee Stern -- major league owner; Sam Lifschultz (posthumously) -- coaching, and famed boxing publicist Ben Bentley is to receive the "Howard Cosell Media Award"; and

WHEREAS, Irv Kupciet and Chet Coppock will serve as emcees and presenters, and Howard Cosell will be the featured speaker; and

WHEREAS, All proceeds will fund scholarships for Maccabiah athletes to participate in the Maccabian games sponsored by the U. S. Committee Sports for Israel; and

WHEREAS, Ben Bentley shall be the first recipient of the "Howard Cosell Media Award" and after a distinguished career in the sport of boxing as a publicity director and fight announcer, Mr. Bentley handled publicity for the Chicago Bulls, and presently is the Director of Information and Publicity for the Chicago Park District; and

WHEREAS, Ben Bentley is a beloved and respected citizen of the 50th Ward; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago assembled here this 30th day of October, 1986, do herewith honor all inductees into the Chicago Jewish Sports Hall of Fame and in particular honor our distinguished citizen, Ben Bentley; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented at the dinner on November 9, 1986.

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, 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, Schuler, Volini, Orr, Stone -- 48.

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 LAURINO (39th Ward):

Northeastern Illinois University -- for electrical work on the premises known as 5500 N. St. Louis Avenue.

Senior Citizens Housing Development Corporation of Chicago, 2001 West Devon Avenue -
- for construction of a maintenance building emergency generator and parking for forty cars on the premises known as Senate Apartments 5801-G N. Pulaski Road.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN LAURINO (39th Ward):

Association of Jewish Blind of Chicago Home and Recreation Center, 3525 W. Foster Avenue.

BY ALDERMAN PUCINSKI (41st Ward):

The Danish Home, 5656 N. Newcastle Avenue.

Norwood Park Home, 6016 N. Nina Avenue.

ALDERMAN OBERMAN (43rd Ward):

Infant Welfare Society of Chicago, 1931 N. Halsted Street (2).

ALDERMAN VOLINI (48th Ward):

The Admiral (The Old People's Home of the City of Chicago), 909 W. Foster Avenue.

United Methodist Homes and Services, 1415 W. Foster Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN SMITH (28th Ward):

Saint Mel's Holy Ghost Church, 22 N. Kildare Avenue -- elevator inspection.

BY ALDERMAN LAURINO for ALDERMAN O'CONNOR (40th Ward):

Edgewater Hospital, 1625 W. Edgewater Avenue -- building inspection.

BY ALDERMAN OBERMAN (43rd Ward):

Augustana Hospital, sundry locations -- annual control and process device and sign inspections (2).

Chicago Historical Society, sundry locations -- elevator and sign inspections (2).

Grant Hospital, 551 W. Grant Place -- boiler inspection.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (September 24, 1986).

Alderman Laurino moved to Correct the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, September 24, 1986, as follows:

Page 33984 - by inserting the following language immediately after the ninth line from the top of the page:

"1st east-west alley
of West Irving Park Road

Between North Major Avenue and
North Mango Avenue -- westerly;"

Page 33996 - by inserting the following language immediately after the twenty-seventh line from the top of page:

"West Catalpa Avenue
(Both sides)

From North Delphia Avenue to
North Cumberland Avenue

and

North Chester Avenue
(Both sides)

From West Catalpa Avenue to
West Bryn Mawr Avenue -- at
all times -- Zone 67."

Page 34002 - by deleting lines twelve through sixteen and twenty-nine through thirty in their entirety.

The motion to correct *Prevailed*.

JOURNAL (October 6, 1986).

Alderman Gabinski moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Monday, October 6, 1986, as follows:

Page 34875 - by inserting the language "West Peterson Avenue: a line 1050.27 feet west of the" immediately after the word "extended" appearing on the thirteenth line from the top of the page.

The motion to correct *Prevailed*.

JOURNAL (October 27, 1986).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on October 27, 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.

Re-Referred -- ANNUAL APPROPRIATION ORDINANCE FOR
1987.

On motion of Alderman Kelley, the City Council took up for consideration the report of the Committee on Committees, Rules and Appointments, deferred and published in the Journal of the Proceedings of October 27, 1986, pages 35202 -- 35203, recommending that the City Council re-refer the proposed 1987 Annual Appropriation Ordinance to the Committee on the Budget.

On motion of Alderman Kelley, the committee's recommendation was *Concurred In* and said proposed ordinance was *Re-Referred to the Committee on the Budget* 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, Frost, Giles, Natarus, Oberman, Hansen, Volini, Orr -- 26.

Nays -- Aldermen Roti, Huels, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Hagopian, Santiago, Gabinski, Mell, Banks, Cullerton, Laurino, O'Connor, Pucinski, McLaughlin, Schulter, Stone -- 19.

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

Alderman Evans then presented the following motion:

"I move that the report of the Committee on Committees, Rules and Municipal Code Revision, recommending that the Mayor's Budget Recommendations for 1987 be referred to the Committee on the Budget, and the vote on the motion to concur in the Committee's recommendation, be published by the City Clerk in special pamphlet form no later than 12:00 noon on October 31, 1986."

The motion *Prevailed* 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, Frost, Giles, Natarus, Oberman, Hansen, Volini, Orr -- 26.

Nays -- Aldermen Roti, Huels, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Hagopian, Santiago, Gabinski, Mell, Banks, Cullerton, Laurino, O'Connor, Pucinski, McLaughlin, Schuler, Stone -- 19.

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

AUTHORITY GRANTED FOR EXECUTION OF AMENDED AND
RESTATED AIRPORT USE AGREEMENT AND
TERMINAL FACILITIES LEASE WITH
BRANIFF, INCORPORATED.

On motion of Alderman Garcia, the City Council took up for consideration the report of the Committee on Aviation, deferred and published in the Journal of the Proceedings of October 27, 1986, pages 35093--35094, recommending that the City Council pass a proposed ordinance authorizing the execution of an Amended and Restated Airport Use Agreement and Terminal Facilities Lease with Braniff, Incorporated.

On motion of Alderman Garcia, the said proposed ordinance 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, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, 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.

AUTHORITY GRANTED FOR EXECUTION OF AMENDED
AND RESTATED AIRPORT USE AGREEMENT
AND TERMINAL FACILITIES LEASE
WITH CONTINENTAL AIRLINES,
INCORPORATED.

On motion of Alderman Garcia, the City Council took up for consideration the report of the Committee on Aviation, deferred and published in the Journal of the Proceedings of October 27, 1986, pages 35092 -- 35093, recommending that the City Council pass a proposed ordinance authorizing execution of an Amended and Restated Airport Use Agreement and Terminal Facilities Lease with Continental Airlines, Incorporated.

On motion of Alderman Garcia, the said proposed ordinance 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, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, 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.

AUTHORITY GRANTED FOR EXECUTION OF MEMORANDUM
OF AGREEMENT WITH FEDERAL AVIATION
ADMINISTRATION.

On motion of Alderman Garcia, the City Council took up for consideration the report of the Committee on Aviation, deferred and published in the Journal of the Proceedings of October 27, 1986, pages 35095 -- 35102, recommending that the City Council pass a proposed ordinance authorizing the execution of a Memorandum of Agreement with the Federal Aviation Administration.

On motion of Alderman Garcia, the said proposed ordinance 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, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, 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. 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 35472
of this Journal.]

AMENDMENT OF CONCESSION LICENSE AGREEMENT WITH
BENJAMIN BOOKS MIDWEST, INCORPORATED
CONCERNING ALLOCATION OF ADDITIONAL
SPACE AT CHICAGO-O'HARE
INTERNATIONAL
AIRPORT.

On motion of Alderman Garcia, the City Council took up for consideration the report of the Committee on Aviation, deferred and published in the Journal of the Proceedings of October 27, 1986, pages 35101 and 35103 -- 35105, recommending that the City Council pass a proposed ordinance authorizing an amendment to the Concession License Agreement with Benjamin Books Midwest, Inc., concerning allocation of additional space at Chicago-O'Hare International Airport.

On motion of Alderman Garcia, the said proposed ordinance 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, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

(Continued on page 35473)

(Continued from page 35471)

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

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 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 I 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 35475 of this Journal.]

AUTHORITY GRANTED FOR EXECUTION OF PACKAGED
FOOD CONCESSION LICENSE AGREEMENT
WITH SKY PIES, INCORPORATED AT
CHICAGO-O'HARE INTERNATIONAL
AIRPORT.

On motion of Alderman Garcia, the City Council took up for consideration the report of the Committee on Aviation, deferred and published in the Journal of the Proceedings of October 27, 1986, pages 35104 and 35106 -- 35125, recommending that the City Council pass a proposed ordinance authorizing the execution of a Packaged Food Concession License Agreement with Sky Pies, Incorporated at Chicago-O'Hare International Airport.

On motion of Alderman Garcia, the said proposed ordinance 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, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schuler, Volini, Orr, Stone -- 48.

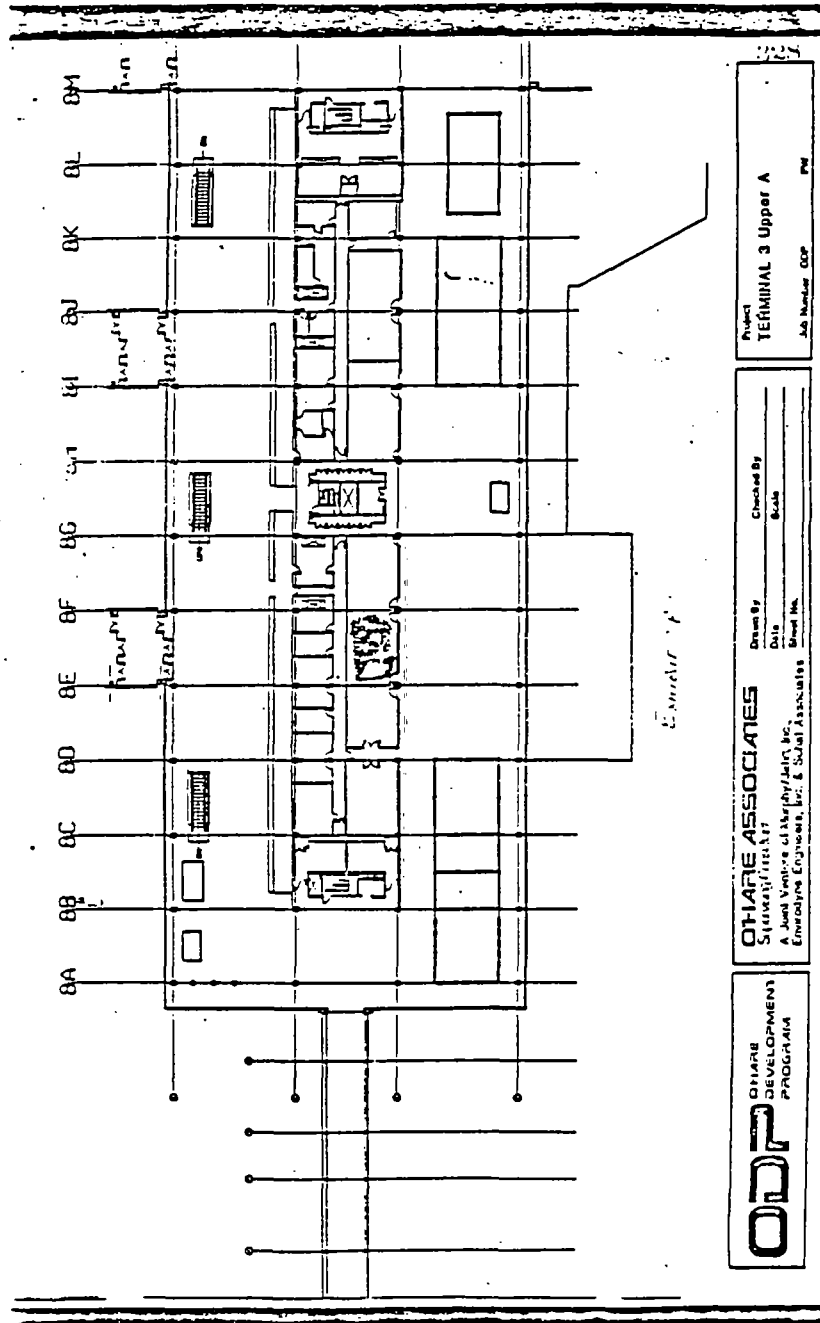
Nays -- None.

(Continued on page 35476)

10/30/86

UNFINISHED BUSINESS

35475



(Continued from page 35474)

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute in behalf of the City of Chicago a 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 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 the Licensor 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 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 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 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 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) uninterrupted. 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 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 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 Licenser 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, 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 35495 of this Journal.]

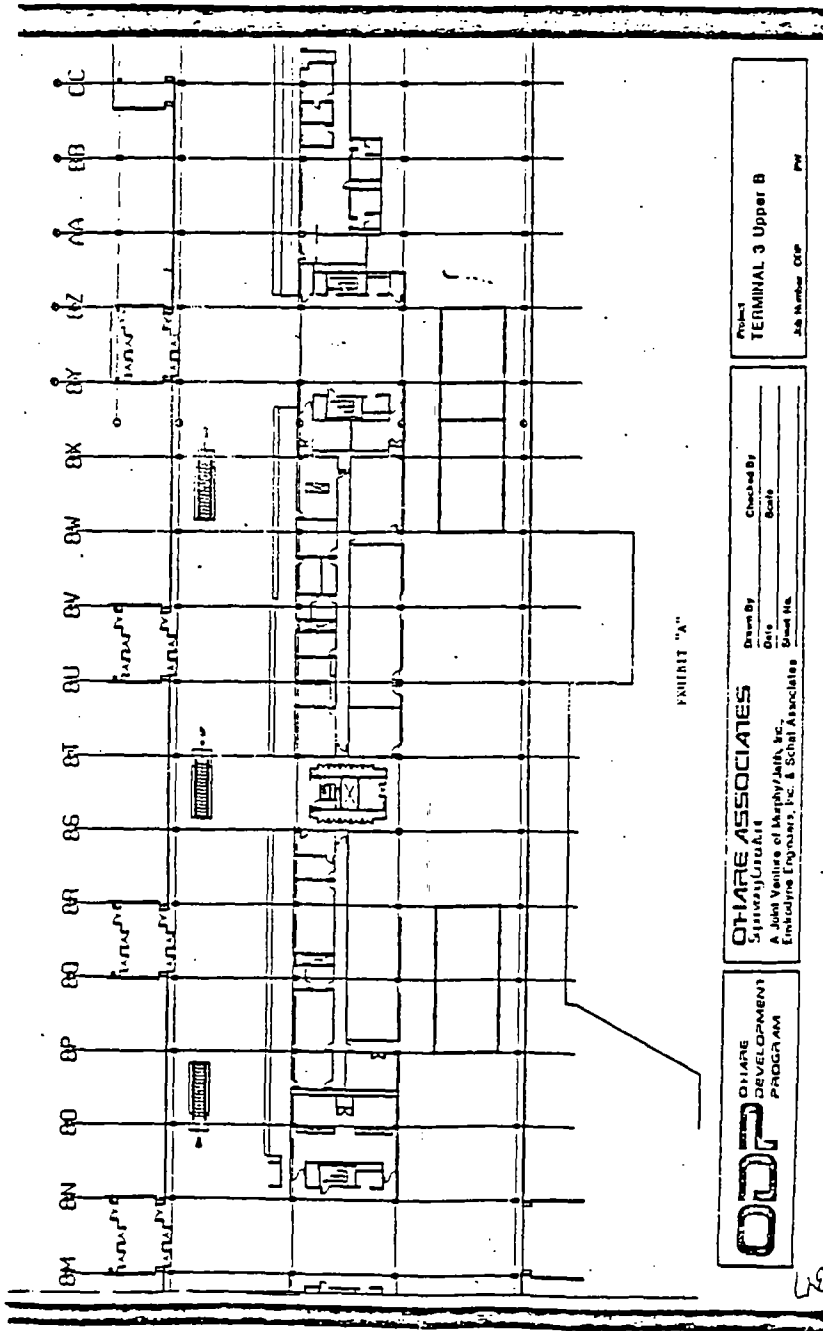
AUTHORITY GRANTED FOR EXECUTION OF COOKIE SHOP
CONCESSION LICENSE AGREEMENT WITH MRS. FIELDS
COOKIES, COLORADO, INCORPORATED AT
CHICAGO-O'HARE INTERNATIONAL
AIRPORT.

(Continued on page 35496)

10/30/86

UNFINISHED BUSINESS

35495



ODP
O'HARE
DEVELOPMENT
PROGRAM

O'HARE ASSOCIATES
Systems/Utilities
A Joint Venture of Murphy/Jahn, Inc.
Embryonic Engineers, Inc. & Schol Associates

Drawn By: _____
Date: _____
Checked By: _____
Scale: _____
Sheet No. _____

Project:
TERMINAL 3 Upper B
Job Number: ODP
P#

46

(Continued from page 35494)

On motion of Alderman Garcia, the City Council took up for consideration the report of the Committee on Aviation, deferred and published in the Journal of the Proceedings of October 27, 1986, pages 35124 and 35126 -- 35146, authorizing the execution of a Cookie Shop Concession License Agreement with Mrs. Fields Cookies, Colorado, Incorporated at Chicago-O'Hare International Airport.

On motion of Alderman Garcia, the said proposed ordinance 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, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, 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 Licenser and Licensee.*

A. Licensee agrees, as a necessary condition of this Agreement, to completely furnish and fixture to the satisfaction of Licenser 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 Licenser, in the minimum amount of One Hundred Eighty-five Thousand and no/100 Dollars (\$185,000.00).

B. Installations by the Licenser and by the Licensee. In the concession area designated on Exhibit "A", the Licenser 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 Licensors.

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. Licensors 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 Licensors 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 Licensors.

The Licensors will maintain the structure, the roof and outer walls of the Terminal Buildings.

Licensors 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 Licensors 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 Licensors prior to commencement of this Agreement. Thereafter, prices may be decreased or increased as mutually agreed by Licensee and Licensors. In the event that Licensee adds merchandise items Licensee shall submit to Licensors not less than annually a schedule of such new merchandise items 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 Licensors' 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 Licensors, under the provisions of Article XXIII.

B. Inspection and Review. At Licensors' discretion, responsible representatives of Licensors 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 Licensors 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, Licensors 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 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 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 35515 of this Journal.]

Initial Schedule of Merchandise attached to this Agreement reads as follows:

Initial Schedule of Merchandise.

Cookies

Brownies

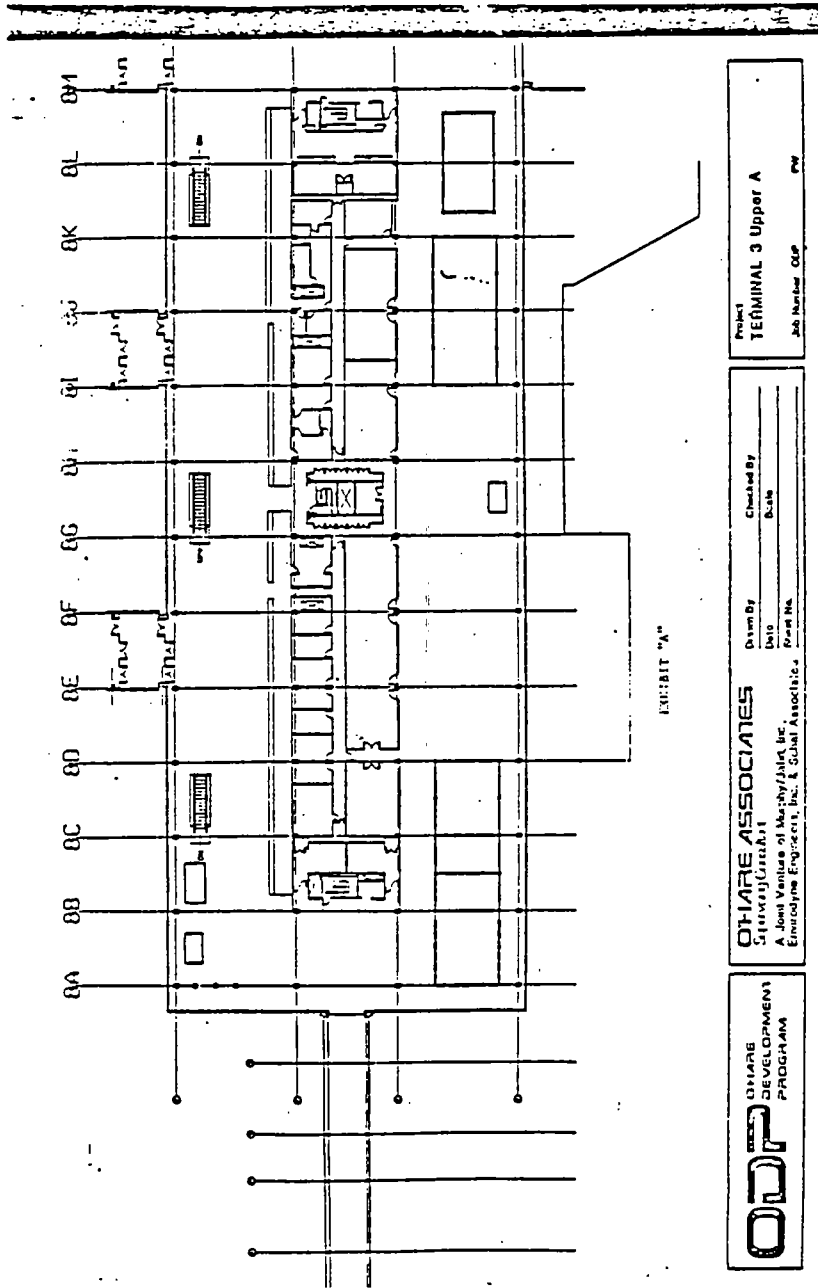
Muffins

(Continued on page 35516)

10/30/86

UNFINISHED BUSINESS

35515



(Continued from page 35514)

Carbonated Soft Drinks

Macademia Nut Products

Ice Cream (cones, cups)

Gift Tins, Boxes, Packages.

Sweet Rolls

Milk, Coffee, Tea

AUTHORITY GRANTED FOR EXECUTION OF AMERICAN INDIAN
SHOP CONCESSION LICENSE AGREEMENT WITH
GREAT LAKES TRADING, INCORPORATED
AT CHICAGO-O'HARE INTERNATIONAL
AIRPORT.

On motion of Alderman Garcia, the City Council took up for consideration the report of the Committee on Aviation, deferred and published in the Journal of the Proceedings of October 27, 1986, pages 35146 -- 35167, recommending that the City Council pass a proposed ordinance authorizing the execution of an American Indian Shop Concession License Agreement with Great Lakes Trading, Incorporated at Chicago-O'Hare International Airport.

On motion of Alderman Garcia, the said proposed ordinance 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, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor, subject to 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 Licenser and Licensee.

A. Licensee agrees, as a necessary condition of this Agreement, to completely furnish and fixture to the satisfaction of Licenser 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 Licenser, in the minimum amount of Sixty Thousand and no/100 Dollars (\$60,000.00).

B. Installations by the Licenser and by the Licensee. In the concession area designated on Exhibit "A", the Licenser will provide:

- (1) Finished floors.
- (2) General illumination.
- (3) Adequate heat and ventilation, the adequacy to be determined by the Licenser.
- (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 Licenser:

- (1) All necessary improvements not provided by the Licenser 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, 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) 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 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. 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. Licenser 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 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 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.

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

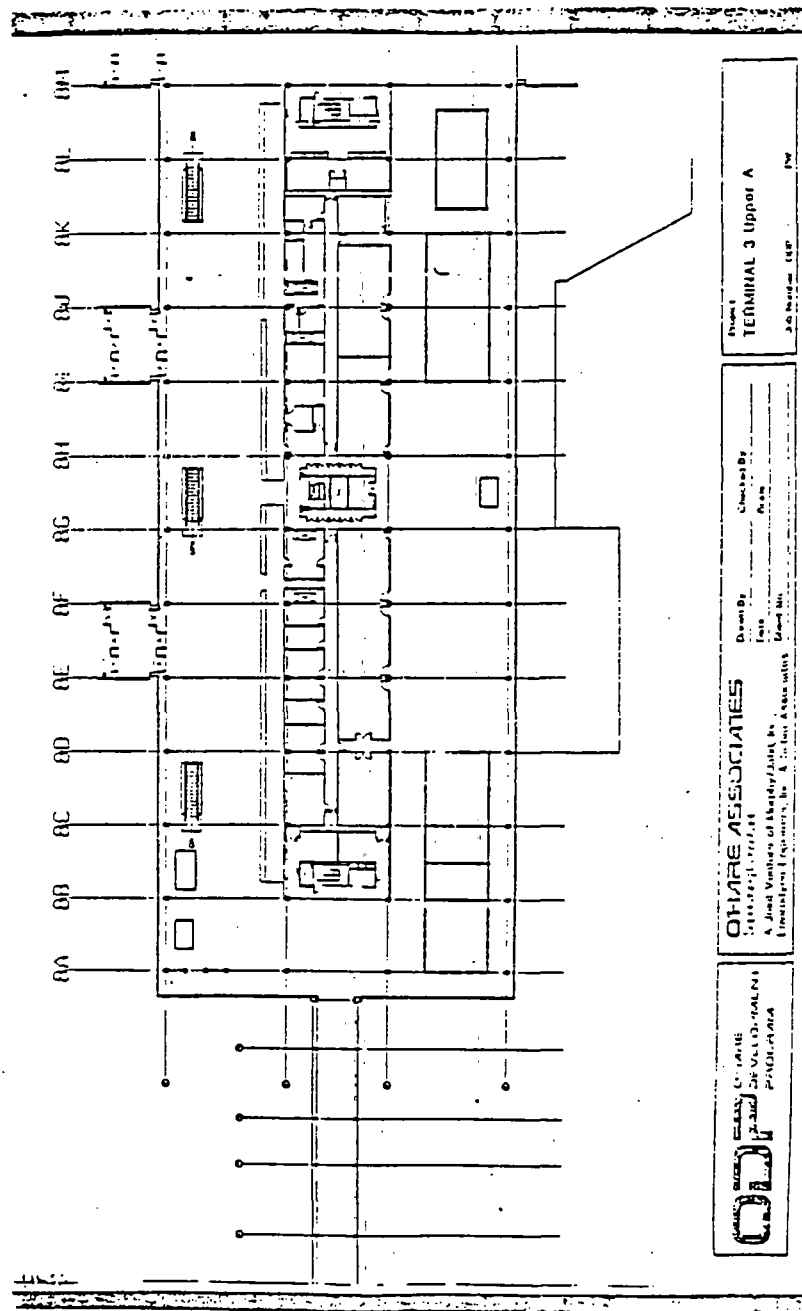
Other Indian Products Include:	Price Range	
Southwestern silver and turquoise jewelry	\$3.50	- \$1,800.00
Northwest coast silver jewelry	18.00	- 120.00
Art prints	8.00	- 240.00
Tamarack decoys	27.00	- 160.00
American Indian food products	.50	- 11.25
Handmade toys and games	4.50	- 16.50
Related Indian 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	- 85.00
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

[Exhibit printed on page 35537 of this Journal.]

10/30/86

UNFINISHED BUSINESS

35537



AUTHORITY GRANTED FOR EXECUTION OF CELTIC PRODUCTS
SHOP CONCESSION LICENSE AGREEMENT WITH CELTIC
CURRENTS, INCORPORATED AT CHICAGO-O'HARE
INTERNATIONAL AIRPORT.

On motion of Alderman Garcia, the City Council took up for consideration the report of the Committee on Aviation, deferred and published in the Journal of the Proceedings of October 27, 1986, pages 35167--35192, recommending that the City Council pass a proposed ordinance authorizing the execution of a Celtic Products Shop Concession License Agreement with Celtic Currents, Incorporated at Chicago- O'Hare International Airport.

On motion of Alderman Garcia, the said proposed ordinance 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, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor, subject to 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.

Licensors 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 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 20% of gross receipts derived by Licensee from operations at the Airport ("Percentage Fee") or Licensee shall pay Licensor a Minimum Annual Percentage Fee of \$63,000 ("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 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 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.

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 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 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 safe 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 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 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. 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 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 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, 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 License.*

The Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airports, Terminal Buildings, and related facilities, which Licensee agrees to observe and obey. The Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state and county and municipal governments which may be applicable to its operations at the Airport and shall

obtain and maintain all permits and licenses necessary for its operation at the Airport. Licensee further agrees to pay all taxes imposed by law on the property or operation.

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 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 35558 through 35559 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

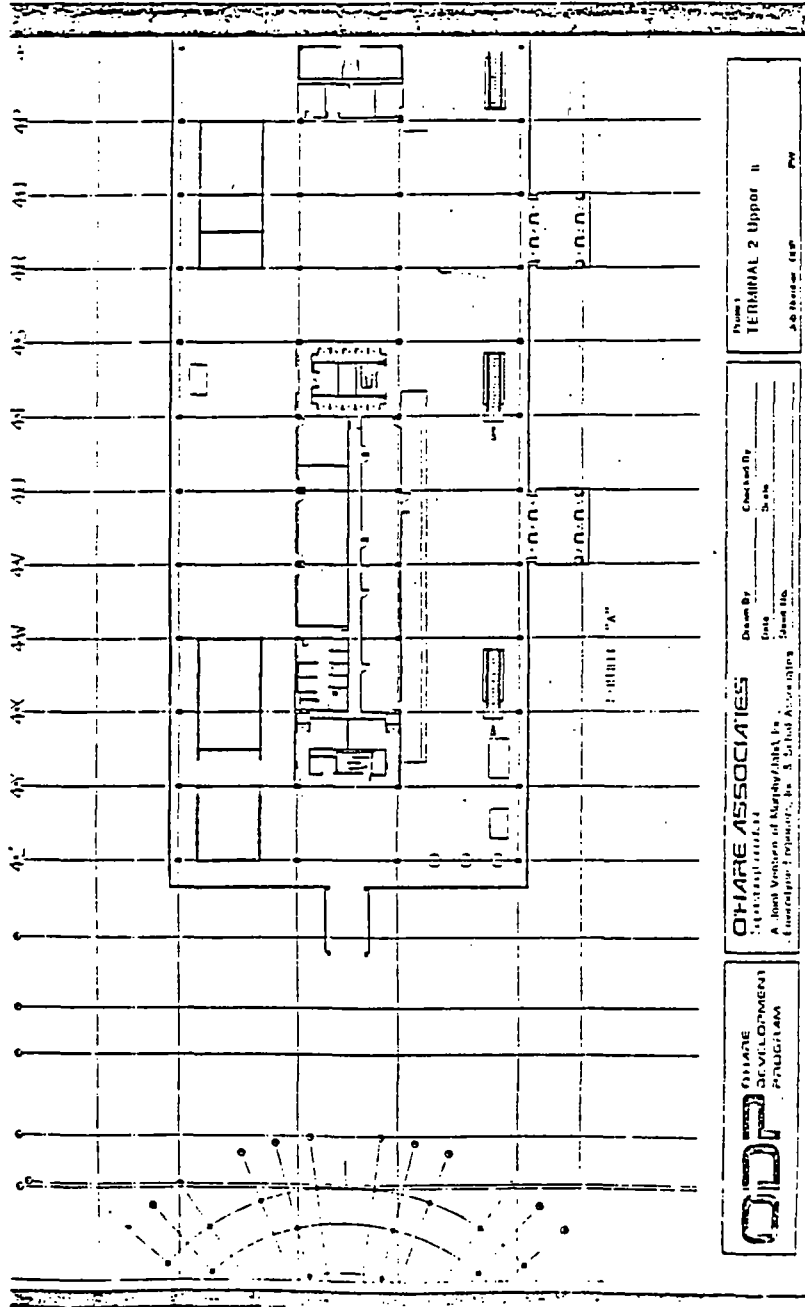
Belleek China

Donegal China

Royal Tara China

Sweaters -- Hand Knit

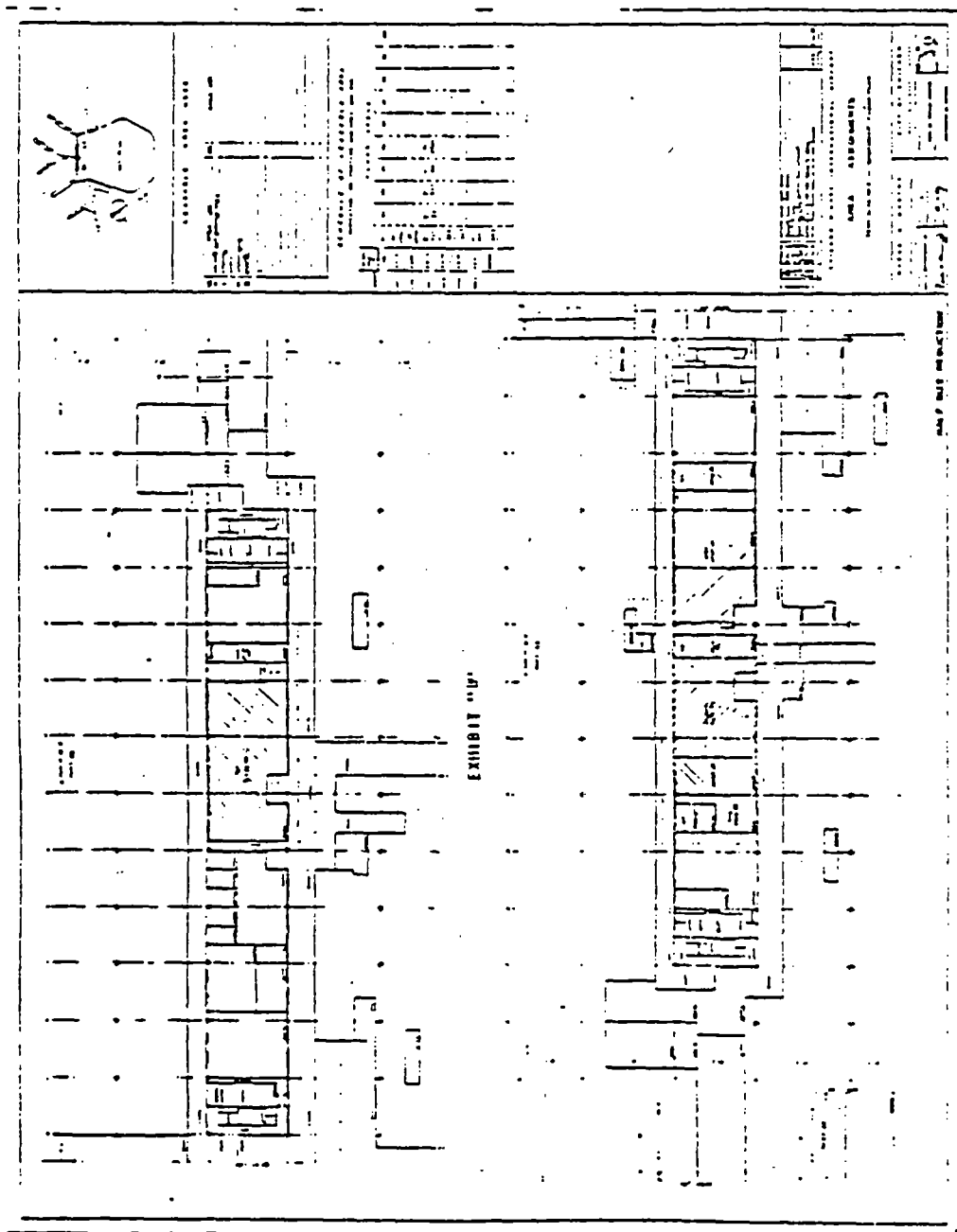
(Continued on page 35560)



10/30/86

UNFINISHED BUSINESS

35559



(Continued from page 35557)

Sweaters -- Hand Loom

Blarney Sweaters

Crana Knitwear

Puckane Products

Central Tie Co.

Ulster Linen

Balbriggan Linen

Hourihan 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.

AUTHORITY GRANTED TO AMEND CHICAGO ZONING
ORDINANCE BY RECLASSIFYING
PARTICULAR AREAS.

On motion of Alderman Gabinski, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of October 27, 1986, pages 35213 -- 35259, recommending that the City Council pass proposed ordinances amending the Chicago Zoning Ordinance by reclassifying particular areas.

On motion of Alderman Gabinski, the said proposed ordinances were *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, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

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

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

Reclassification of Area Shown on Map No. 1-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 35565
through 35570 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.

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 182.13 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 35571 through 35577 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 symbols and indications as shown on Map No. 7-G in the area bounded by

(Continued on page 35578)

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-107, 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

10/30/86

UNFINISHED BUSINESS

35567

BUSINESS PLANNED DEVELOPMENT NO. _____
 PLANNED DEVELOPMENT USE AND SULK REGULATIONS AND DATA

Net Site Area		General Description of Land Use	Maximum Floor Area Ratio	Maximum Percent of Land Covered
Sq. Ft.	Acres			
22,356	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, 12,480 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.

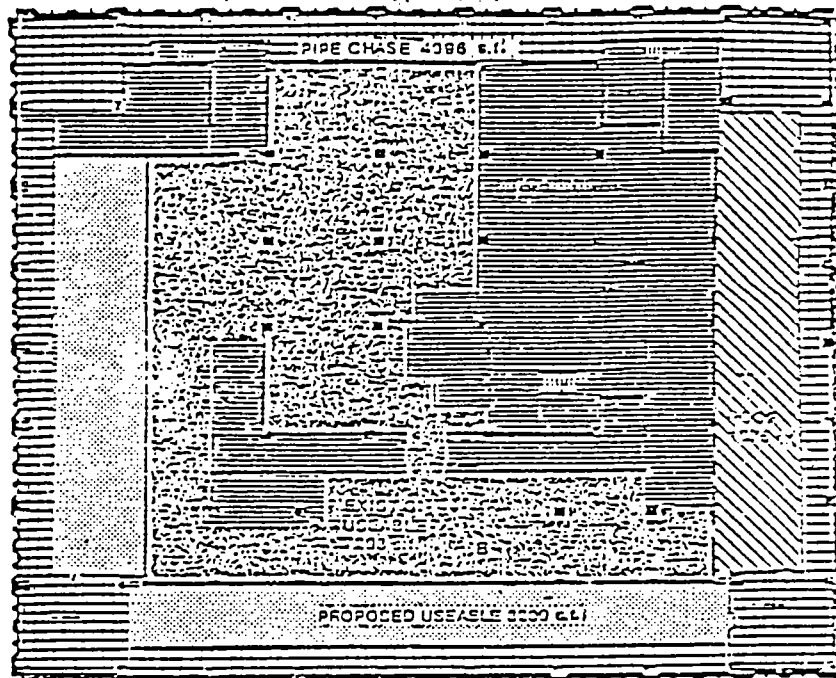
Minimum Off-street Parking and Loading: as exists, no change

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

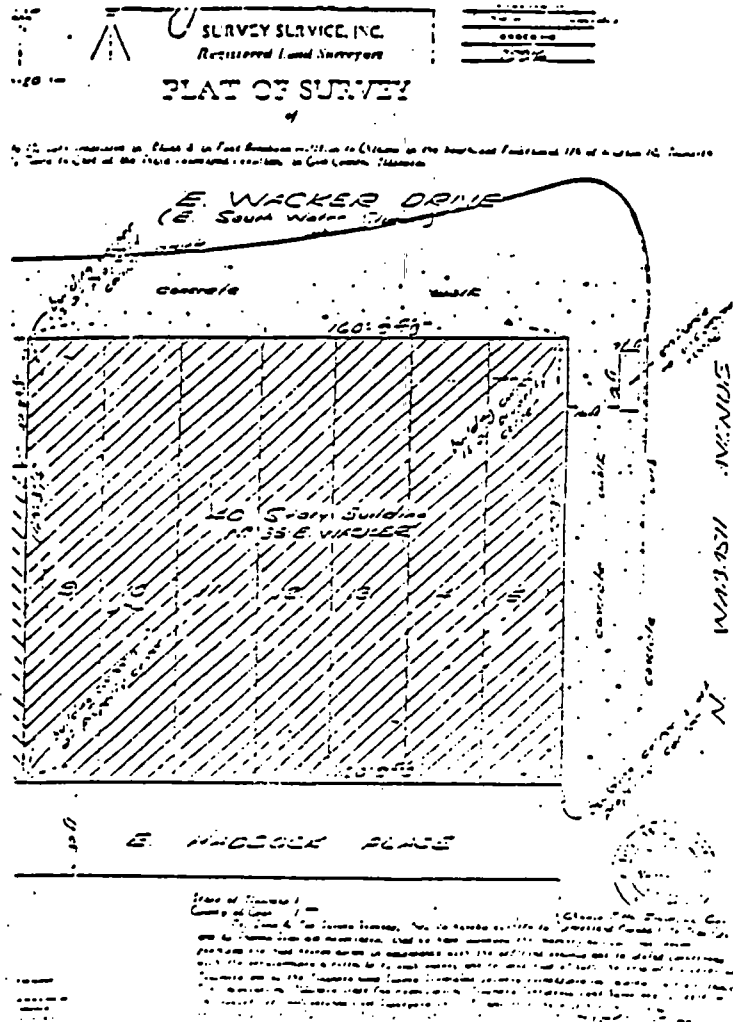
APPLICANT: Marex Properties, Ltd.
ADDRESS: 35 E. Wacker Drive
DATE: June 9, 1986

10/30/86

UNFINISHED BUSINESS

35569

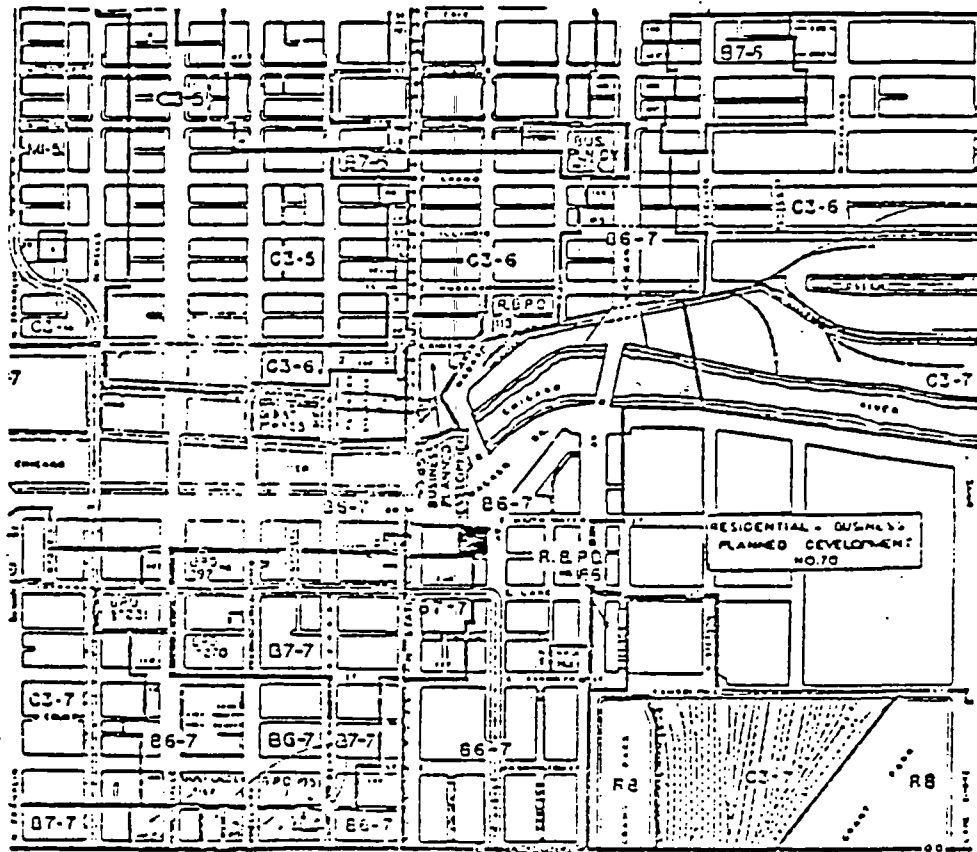
BUSINESS PLANNED DEVELOPMENT NO. _____
PROPERTY LINE MAP AND RIGHT OF WAY ADJUSTMENTS



NOTE: PROPERTY SHOWN AS EXISTS.
NO ADJUSTMENTS ARE PROPOSED.

APPLICANT: Marex Properties, Ltd.
ADDRESS: 35 E. Wacker Drive
DATE: June 9, 1986

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

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, 109413 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

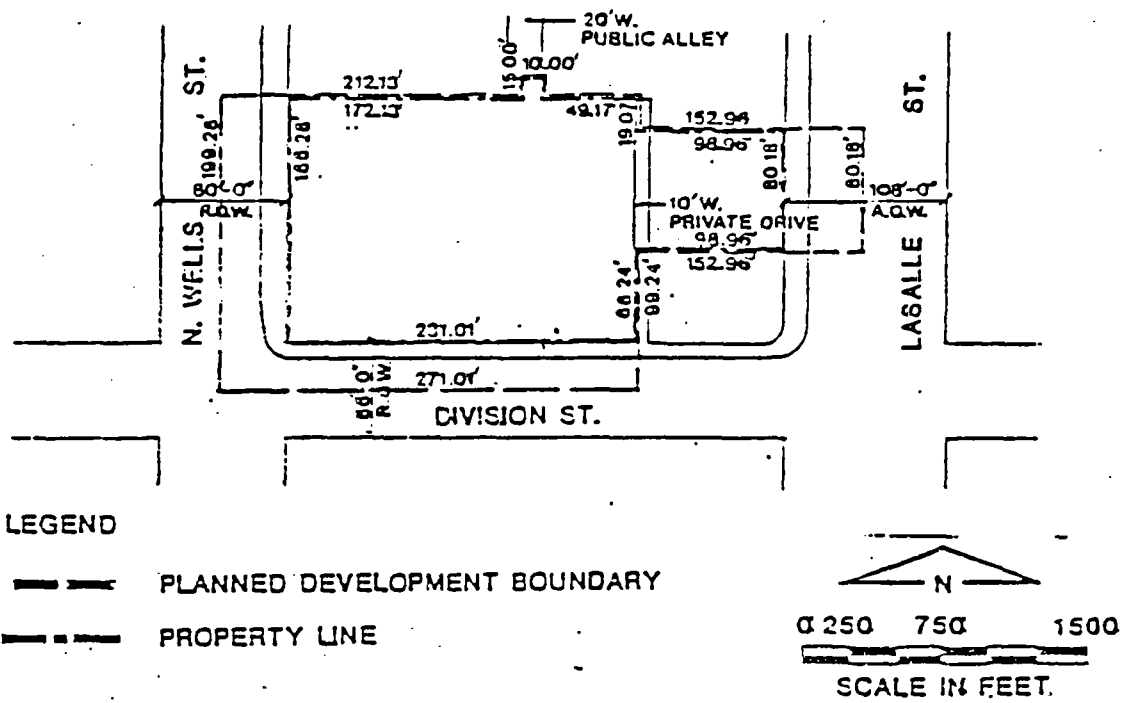
Date: September 10, 1986

10/30/86

UNFINISHED BUSINESS

35573

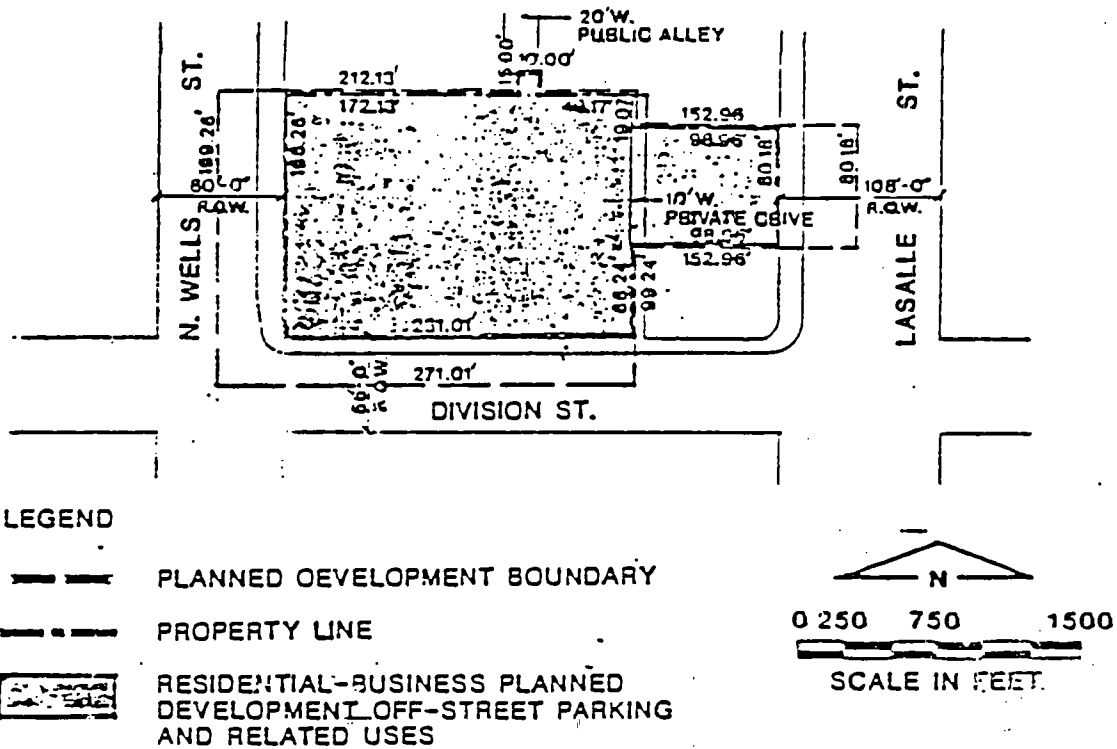
RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT
PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENT



APPLICANT: OWL Associates

DATE: September 10, 1986

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT
GENERAL LAND USE MAP

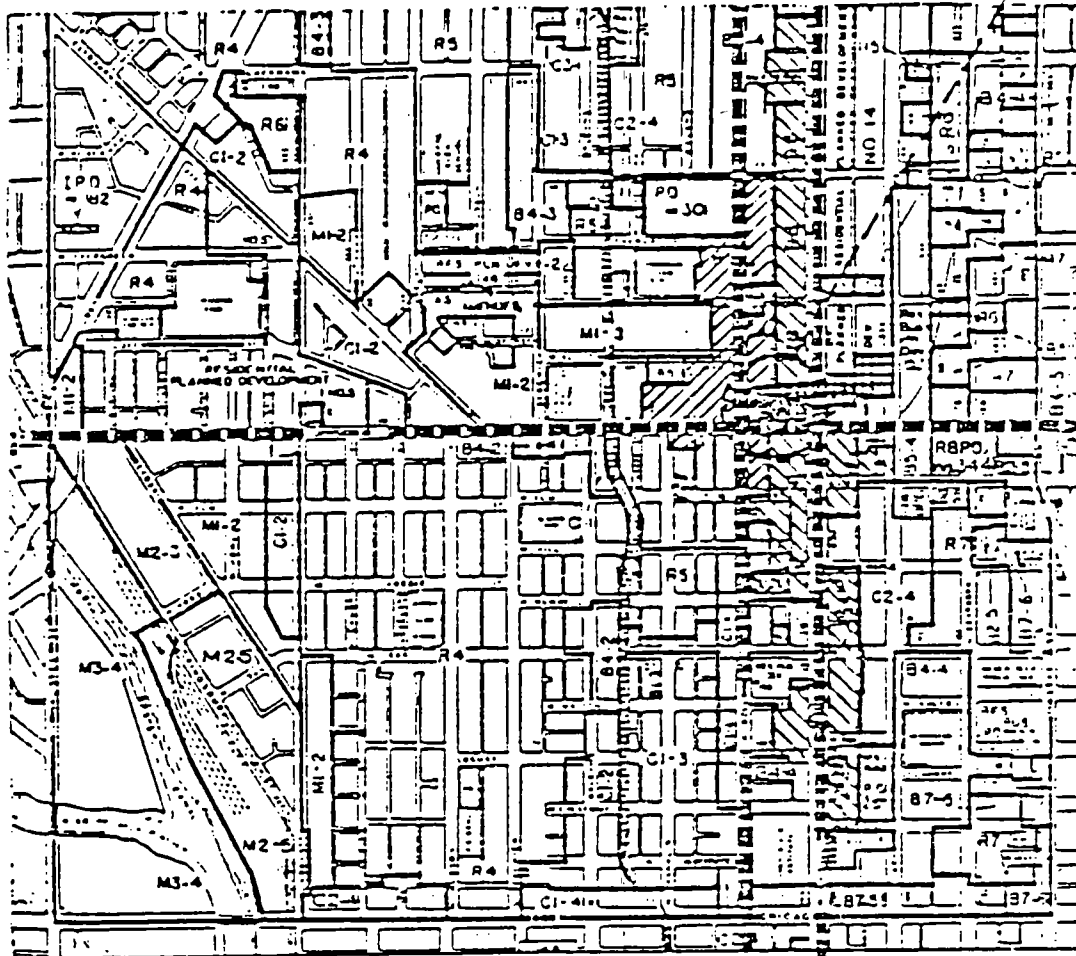


APPLICANT: OWL Associates






DATE: September 10, 1986

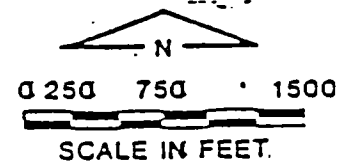
EXISTING ZONING AND PREFERENTIAL STREET SYSTEM

SITE LOCATION



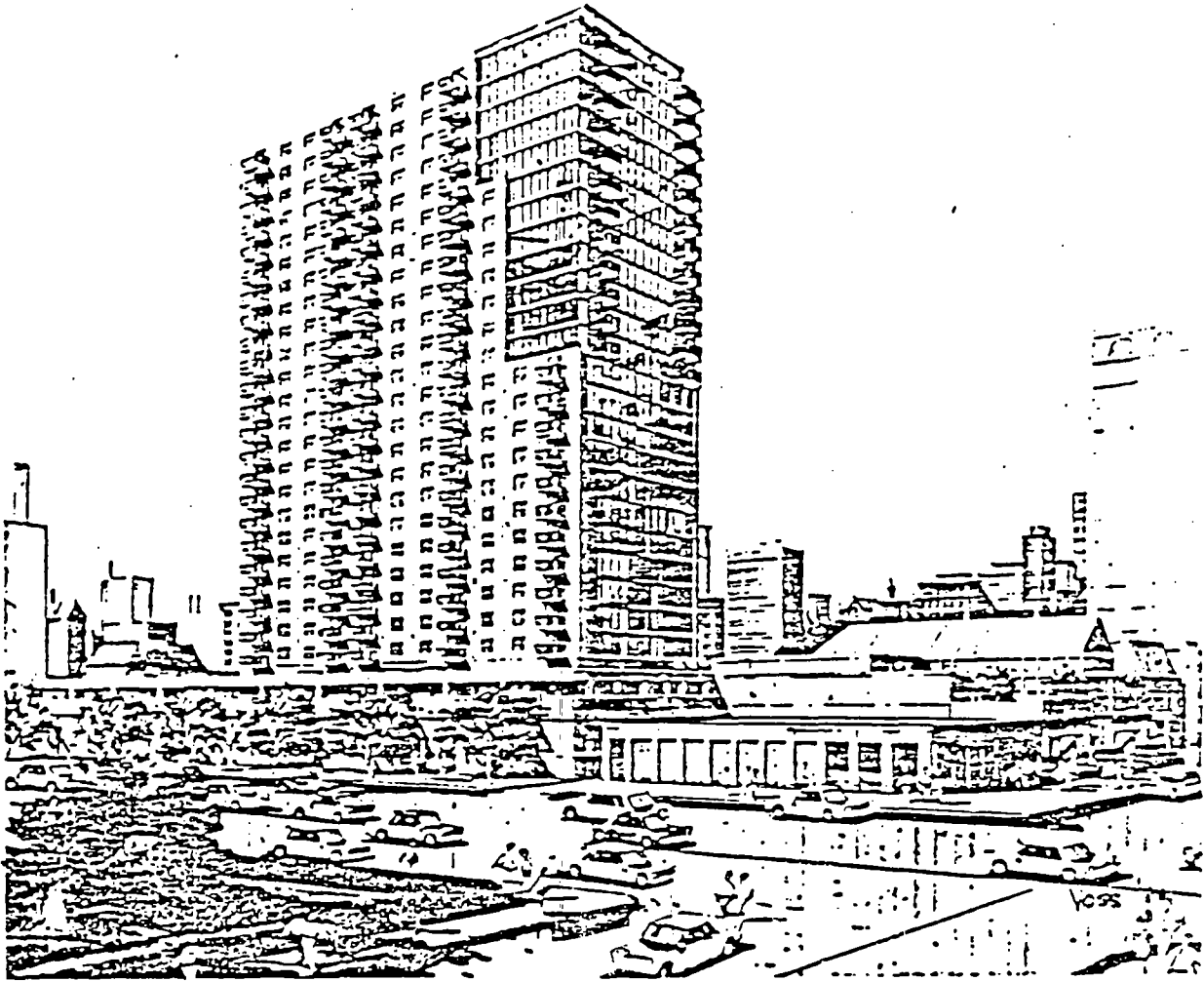
LEGEND

-  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: OWL Associates

DATE: September 10, 1986



212 N. LASALLE

THE LCEWENBERG/FITCH PARTNERSHIP
ARCHITECTS

10/30/86

UNFINISHED BUSINESS

35577

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	220	5.0	93.02% at grade; 17.47% 9' 4 1/2" above grade
46,448 s.f.	1.065 Acres				

GROSS SITE AREA	NET SITE AREA	AREA OF PUBLIC STREETS and alleys
66,271.45 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: 213

MINIMUM NUMBER OF OFF-STREET LOADING SPACES: 4 *

MINIMUM SETBACKS: 0

MAXIMUM AREA DEVOTED TO BUSINESS USE: 33,055 s.f. (26,300 sq. ft. for off-street loading)

MAXIMUM PERCENT OF LAND COVERED: 93.02% at grade; 17.47% 9' 4 1/2" 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: OWL Associates

DATE: September 10, 1986

AMENDED: OCTOBER 9, 1986

(Continued from page 35564)

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
35580 through 35586 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.

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

(Continued on page 35587)

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 subdivision of parcels shall require a separate submittal on behalf of purchasers or their successors, assigns 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

10/30/86

UNFINISHED BUSINESS

35581

PERCENTAGE OF LAND COVERAGE:

$$\frac{\text{OVERALL}}{\text{SITE AREA}} = \frac{13,054 \text{ SF}}{36,495 \text{ SF}}$$

DWELLING UNIT DISTRIBUTION:

- (8) STUDIOS
(75) 1 BR
(81) TOT. UNITS

BUILDING	No. OF UNITS/ FOOTPRINT	TOTAL SF	NET POTENTIAL	NOTES
OFFICE	2 (19' x 64')	2,304 SF	—	
BROWN HSE.	4 (50' x 37')	7,400 SF	(3 PLK) 5,550 SF	PLK 350 STUDIOS
MACHINE HSE.	3 (34' x 45')	5,715 SF	(2 PLK) 3,812 SF	
POULTRY HSE.	1 (52' x 43')	2,521 SF	(1 PLK) 2,521 SF	2200-2200
STUDIO HSE.	5 (34' x 59')	17,355 SF	(1 PLK) 3,471 SF	2200-2200 STUDIOS
STUDIO HSE.	1 (38' x 59')	3,419 SF	(2 PLK) 6,838 SF	2200-2200
MACHINE HSE.	2 (50' x 55')	5,500 SF	(1 PLK) 2,750 SF	2200-2200 STUDIOS
BROWN HSE.	2 (39' x 50')	2,900 SF	—	2200-2200 STUDIOS
STUDIO HSE.	1 (39' x 50')	2,272 SF	(1 PLK) 2,272 SF	2200-2200 STUDIOS
STUDIO HSE.	1 (35' x 40')	1,451 SF	(1 PLK) 1,451 SF	2200-2200 STUDIOS
STUDIO HSE.	1 (35' x 52')	1,838 SF	(1 PLK) 1,838 SF	
TOTAL	23,585 SF	53,259 SF	30,091 SF	

36,495 SF

SITE AREA:

$$(125.09 \times 285.50) \div 2 (125.09 \times 12.50) = 36,495 \text{ SF}$$

$$4400 = 81 \text{ UNITS}$$

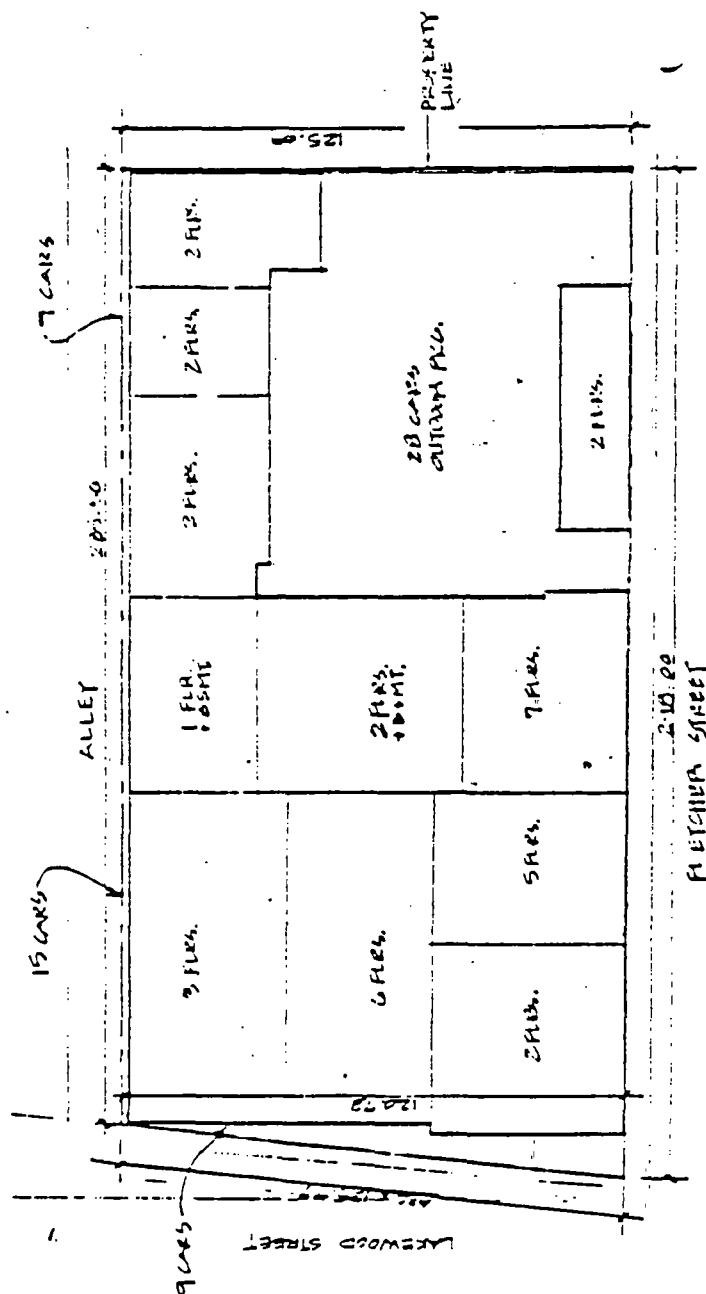
$$\text{BUILDING CO. (2.2)} = 30,259$$

NO. OF UNITS: 61

BEST BREWERY

PROJECT # 206
11/8/86

KENNETH SCHROEDER
& ASSOCIATES



$$\text{Adjusted CPEA} = (125.01 \times 285.50) + \frac{1}{2}(125.01 \times 125.00) = 30,415.54$$

51118 = 61 1815

By the Court: 2012-2013

$$\hat{Q}K_5(2\pi) = 20,201$$

11% of 6000 = 660
11% of 10000 = 1100

**BEST BREWERY
STAPLES CORPORATION
ASSOCIATES**

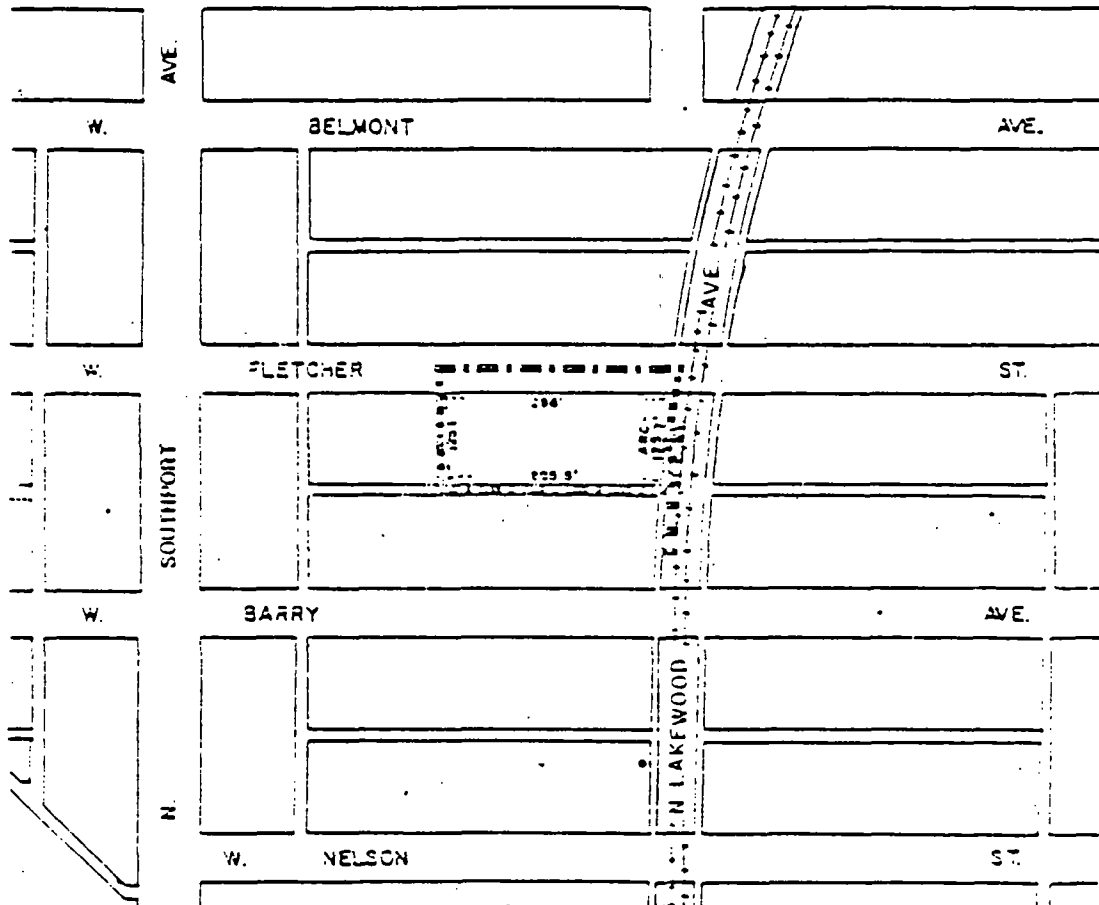
2/8, 2, 2, 2

10/30/86

UNFINISHED BUSINESS

35583

RESIDENTIAL PLANNED DEVELOPMENT
PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENTS



LEGEND

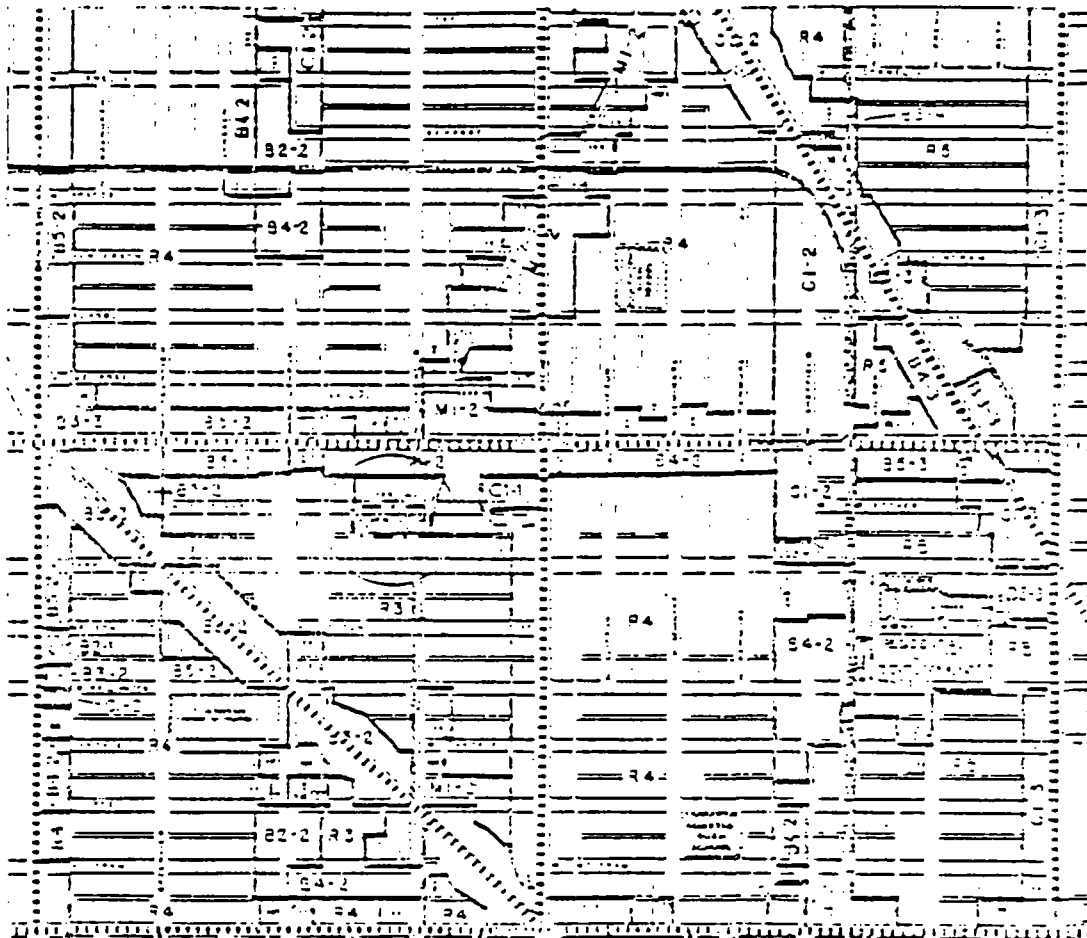
----- PLANNED DEVELOPMENT BOUNDARY



APPLICANT:

DATE:

RESIDENTIAL PLANNED DEVELOPMENT
EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



LEGEND



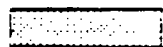
RESIDENTIAL PLANNED DEVELOPMENT BOUNDARY



ZONING DISTRICT BOUNDARIES



PREFERENTIAL STREET SYSTEM



PUBLIC & QUASI-PUBLIC FACILITIES



APPLICANT:

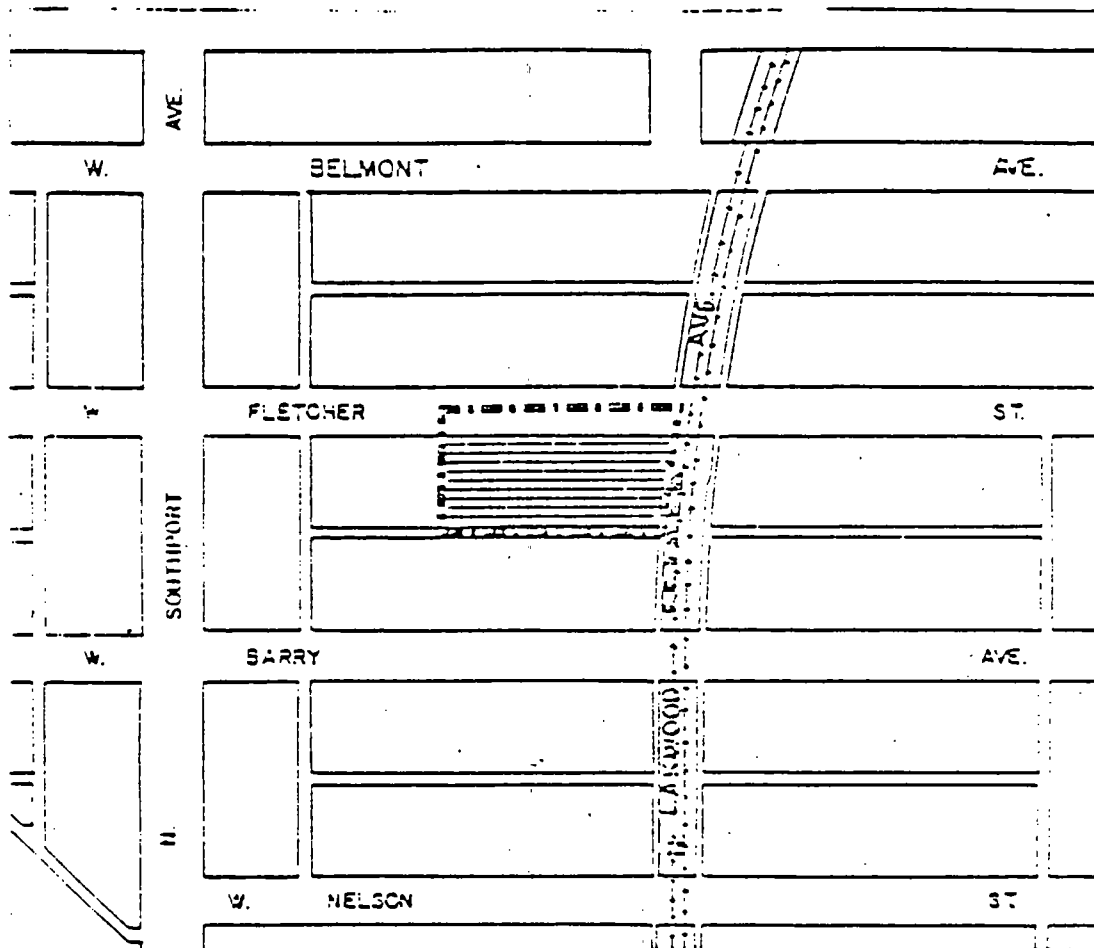
DATE:

10/30/86

UNFINISHED BUSINESS

35585

RESIDENTIAL PLANNED DEVELOPMENT GENERALIZED LAND USE PLAN



LEGEND

----- PLANNED DEVELOPMENT EOUNDARY



RESIDENTIAL UNITS (61 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	F.A.R.	% of Land Coverage
Sq.Ft.	Acres			
36,495	.36	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)
72,652 S.F. (without garages)

NOTE: Existing manufacturing building to be renovated. New construction to consist of addition of new floors within existing structure, and elevator, lobby and stair tower structure on extension.

Existing Building Gross Square Footage: 53,354 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, 1936

(Continued from page 35579)

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 35589
through 35594 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.

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

(Continued on page 35595)

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 0.50.
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 hereto 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.

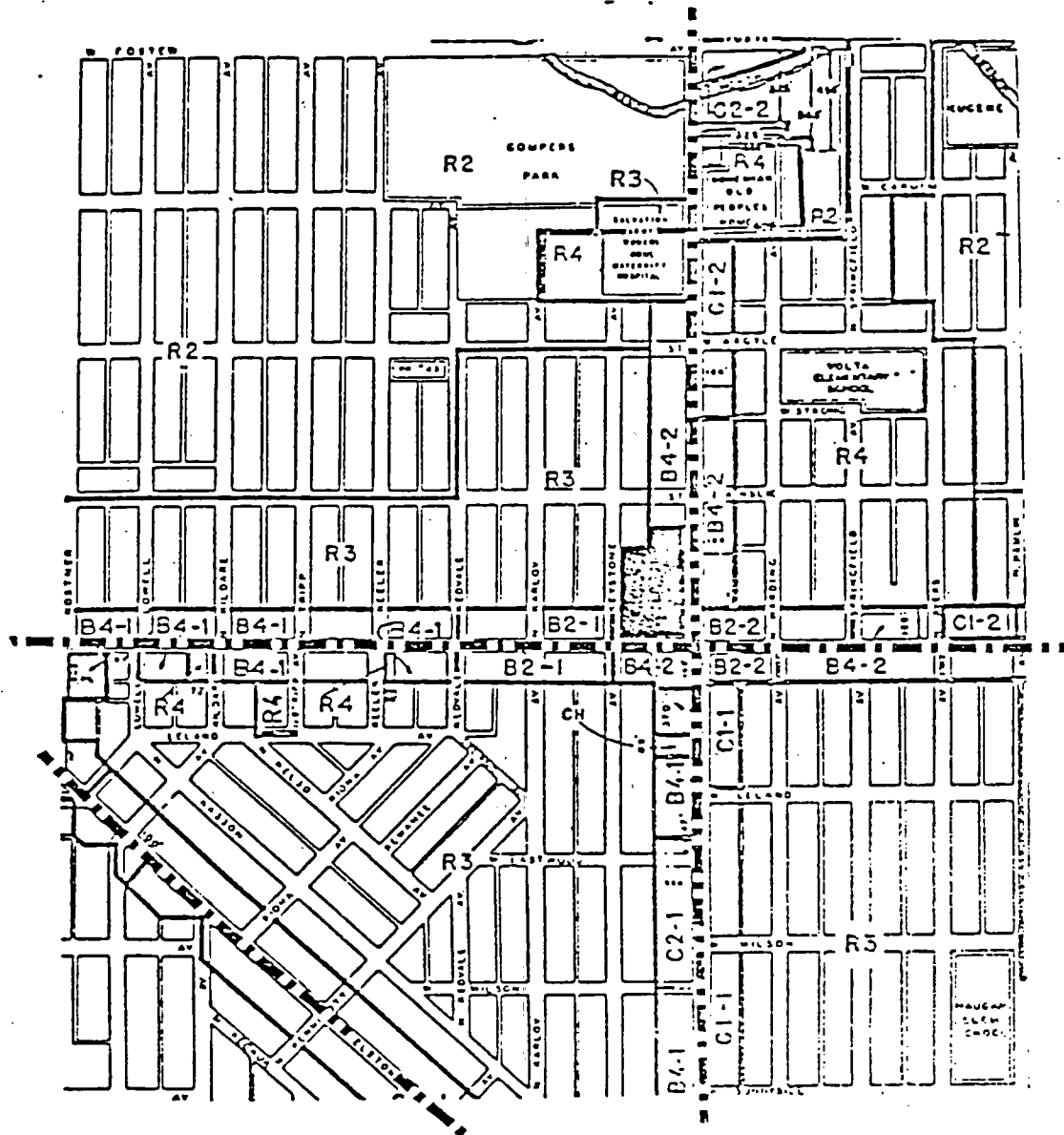
DATE: July 1, 1986

10/30/86

UNFINISHED BUSINESS

35591

BUSINESS PLANNED DEVELOPMENT NO.
EXISTING ZONING AND PREFERENTIAL STREETS SYSTEM



LEGEND



SITE

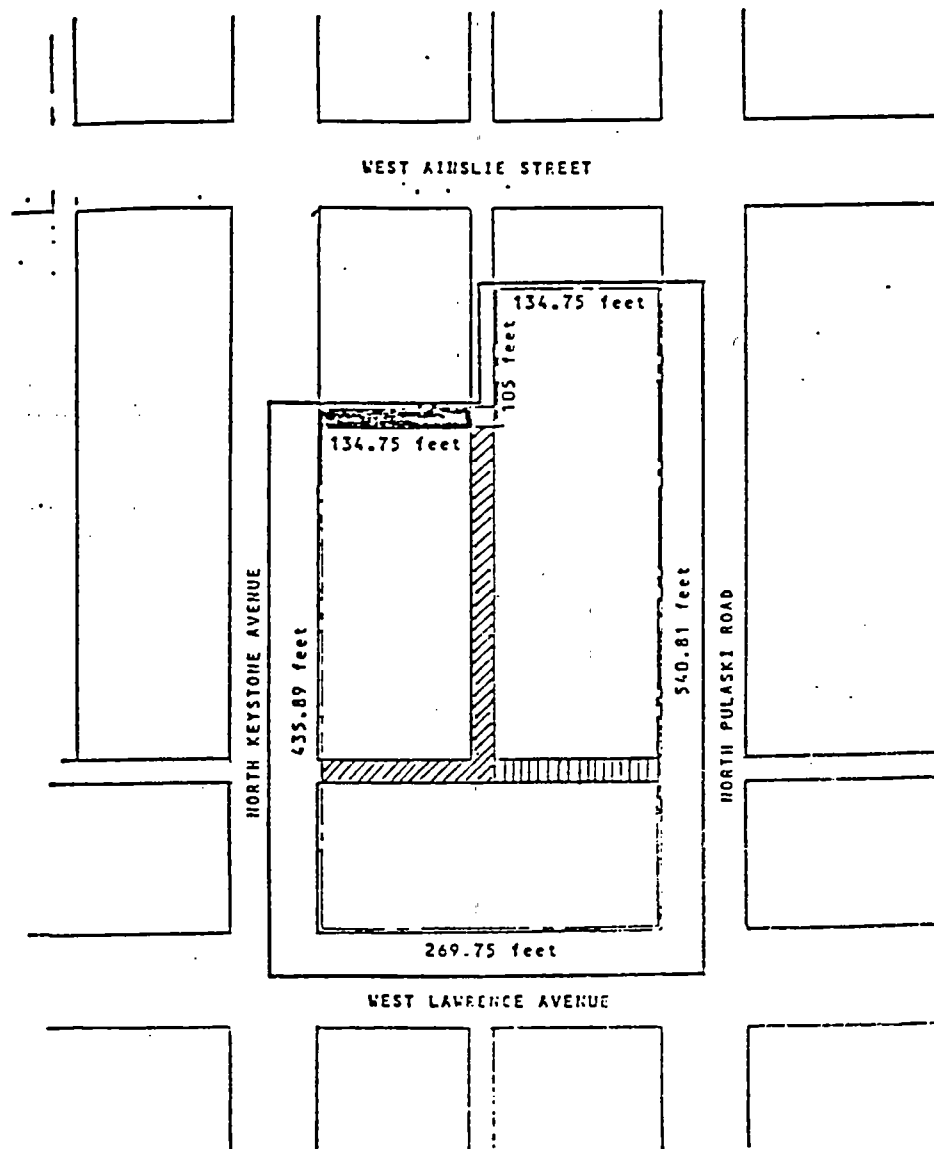
----- PREFERENTIAL STREETS

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 Finer Foods, Inc.

ADDRESS: 4800-4954 N. Pulaski/4000-4024 W. Lawrence Avenue/4801-4843 N. Keystone Ave.

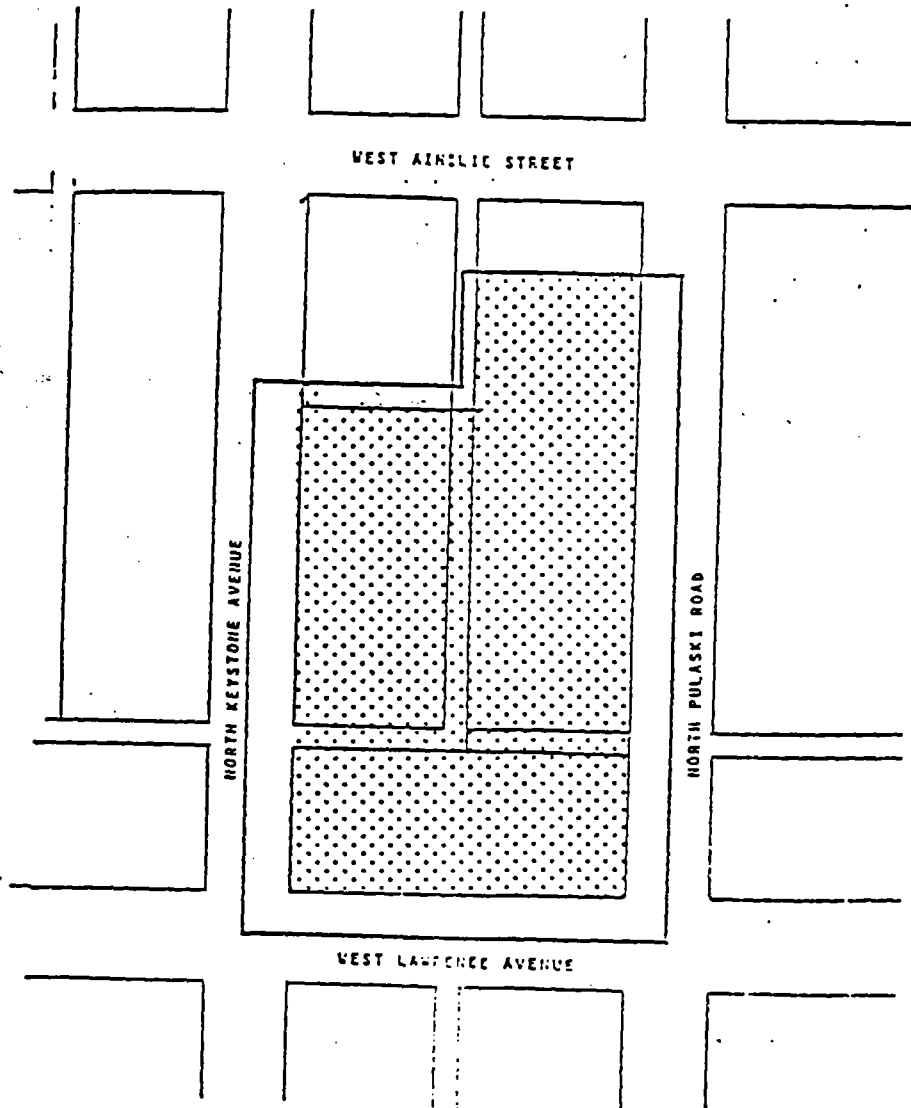
DATE: July 1, 1986

10/30/86

UNFINISHED BUSINESS

35593

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

BUSINESS PLANNED DEVELOPMENT NO. _____

USE AND BULK REGULATIONS AND DATA

<u>NET SITE AREA</u> <u>Sq. Ft. Acres</u>	<u>GENERAL DESCRIPTION OF LAND USE</u>	<u>F.A.R.</u>	<u>% OF LAND COVERAGE</u>
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 35588)

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 35596 through 35600 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.

[Institutional Planned Development printed on pages 35602 through 35607 of this Journal.]

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

(Continued on page 35601)

BUSINESS PLANNED DEVELOPMENT
PLAN OF DEVELOPMENT
STATEMENTS

1. The area delineated hereon as a "Suaires Planned Development" is owned or controlled by Parkway Bank & Trust Co. ATUT 6716, dated 03/22/34.

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 03/22/34, Chicago Health & Tennis or their successors, assigns 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.

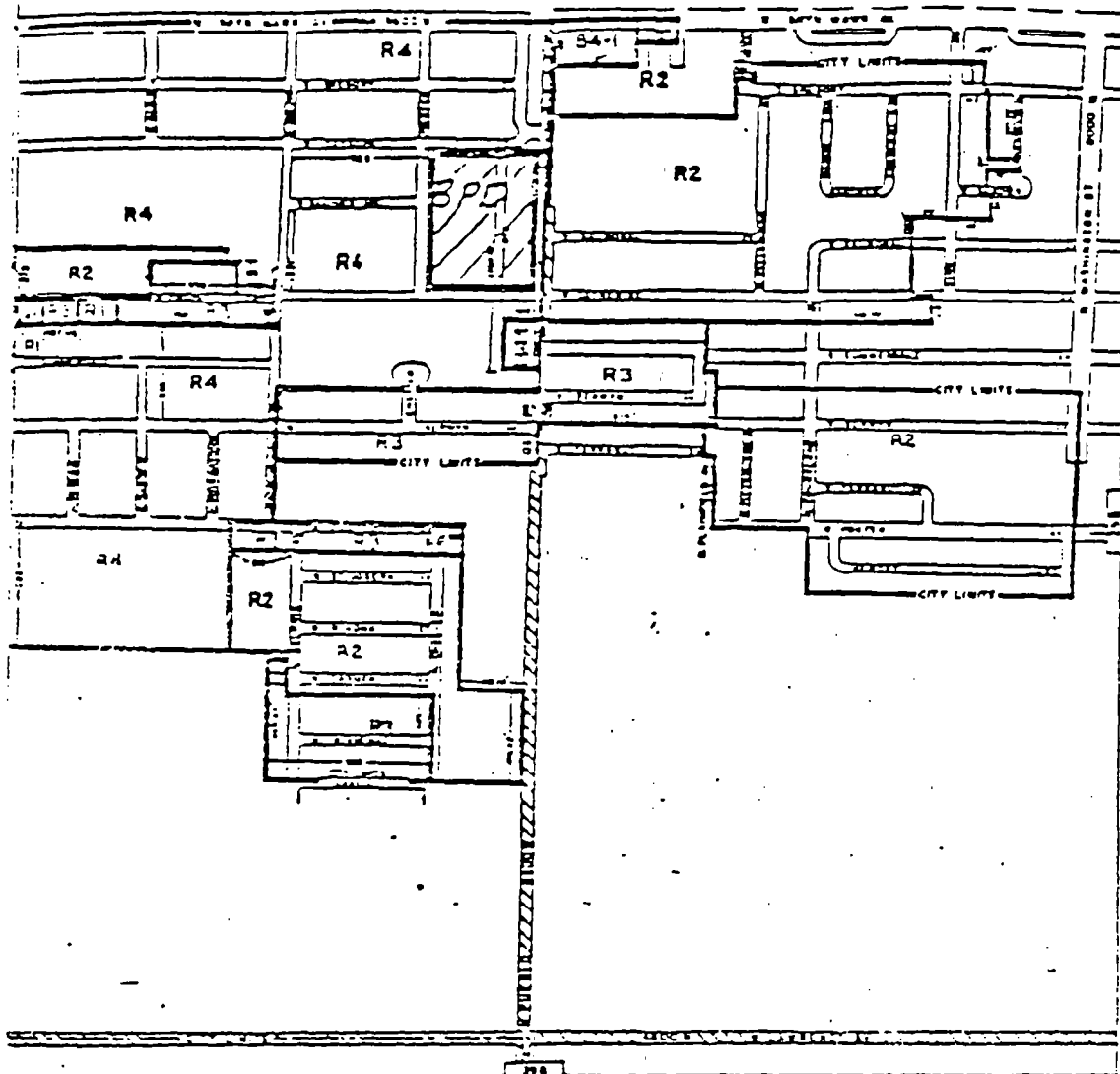
APPLICANT: Richmond Joint Venture

DATE: May 3, 1986

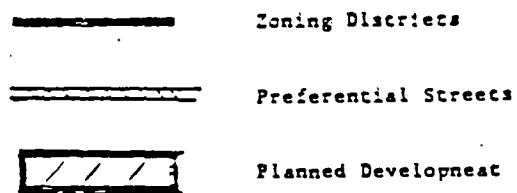
10/30/86

UNFINISHED BUSINESS

35597



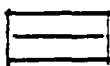
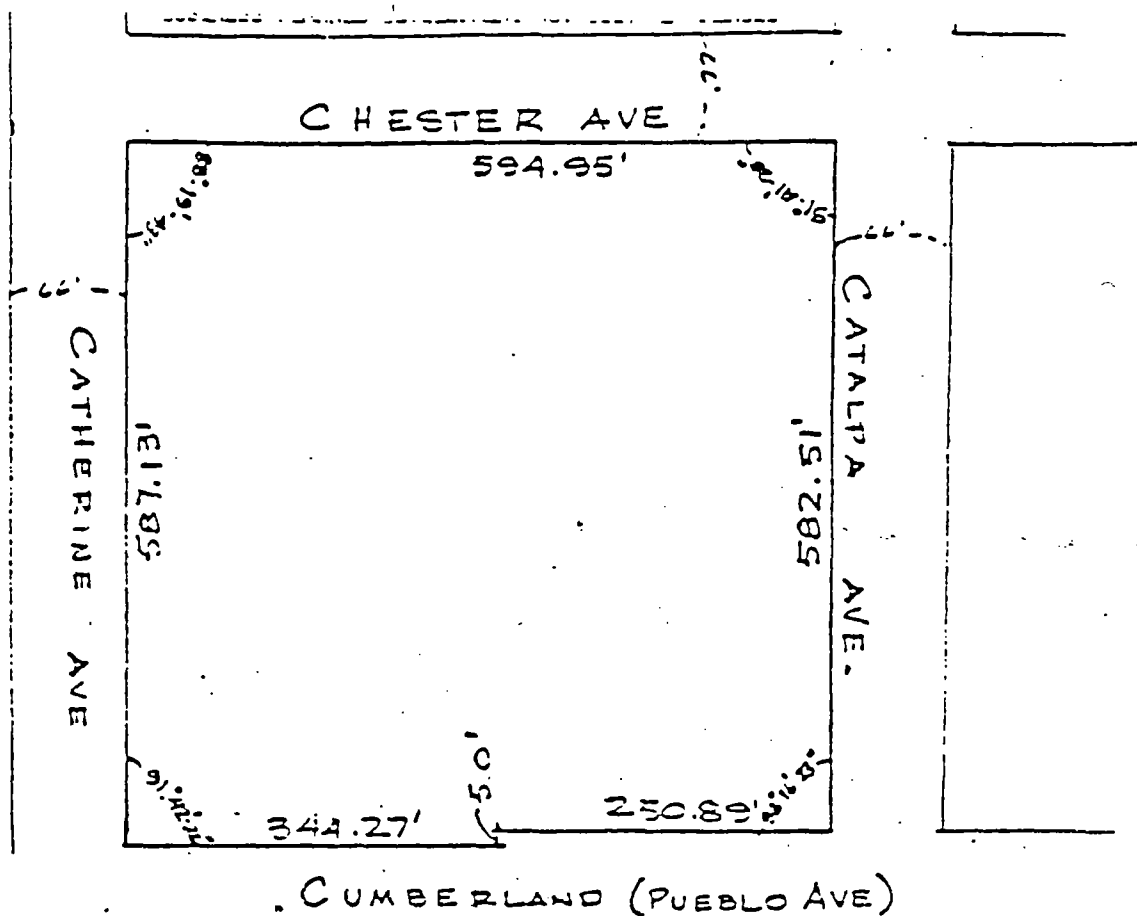
Existing zoning and preferential streets map



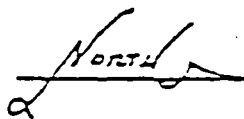
May 3, 1986

APPLICANT: Richmond Joint Venture





PROPERTY LINE AND PLANNED
DEVELOPMENT BOUNDARY



APPLICANT: Richmond Joint Venture

DATE: May 5, 1986

10/30/86

UNFINISHED BUSINESS

35599

July 25, 1986

REPORTS OF COMMITTEES

BUSINESS PLANNED DEVELOPMENT NO. 322, AS AMENDED

PLANNED DEVELOPMENT USE AND SULK 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	.383
282,034 Sq. Ft. 6.473 Acres	Business Offices health club facility, (without park) including swimming pool and on-site parking	1.05	.383

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 = 351

APPLICANT: Richmond Joint Venture
(no revision)

DATE: July 25, 1986

(Continued from page 35595)

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.

MUNICIPAL CODE CHAPTER 194A AMENDED CONCERNING
FLOOR AREA RATIOS IN DESIGNATED
RESIDENTIAL DISTRICTS.

On motion of Alderman Gabinski, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of October 27, 1986, pages 35252 -- 35259, recommending that the City Council pass a proposed ordinance amending Municipal Code Chapter 194A concerning floor area ratios in designated residential districts.

On motion of Alderman Gabinski, the said proposed ordinance 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, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

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

(Continued on page 35608)

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 tabic 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.

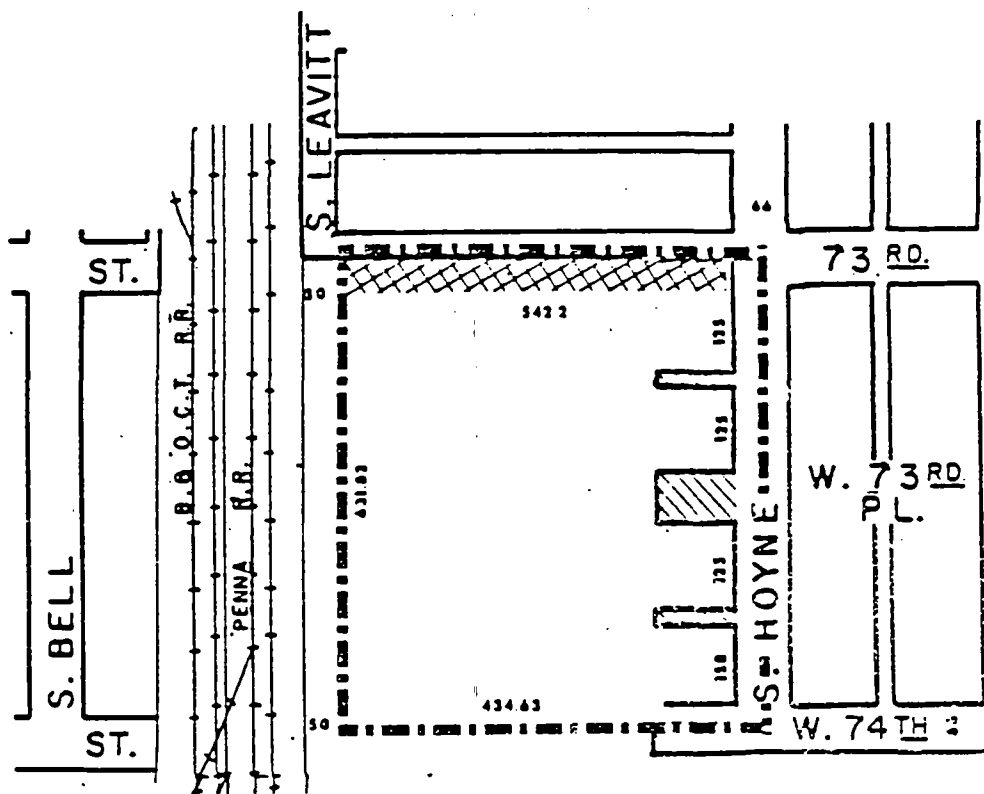
8. Permanent identification and other necessary signs may be permitted within the Planned Development in accordance with the Chicago Zoning Ordinance and subject to the review and approval of the Commissioner of Planning, City and Community Development.

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

 ALLEYS AND STREET HERETOFORE VACATED STREET RIGHT OF WAY PROPOSED TO BE DEDICATED

APPLICANT: CHICAGO BOARD OF EDUCATION

DATE: JULY 29, 1986



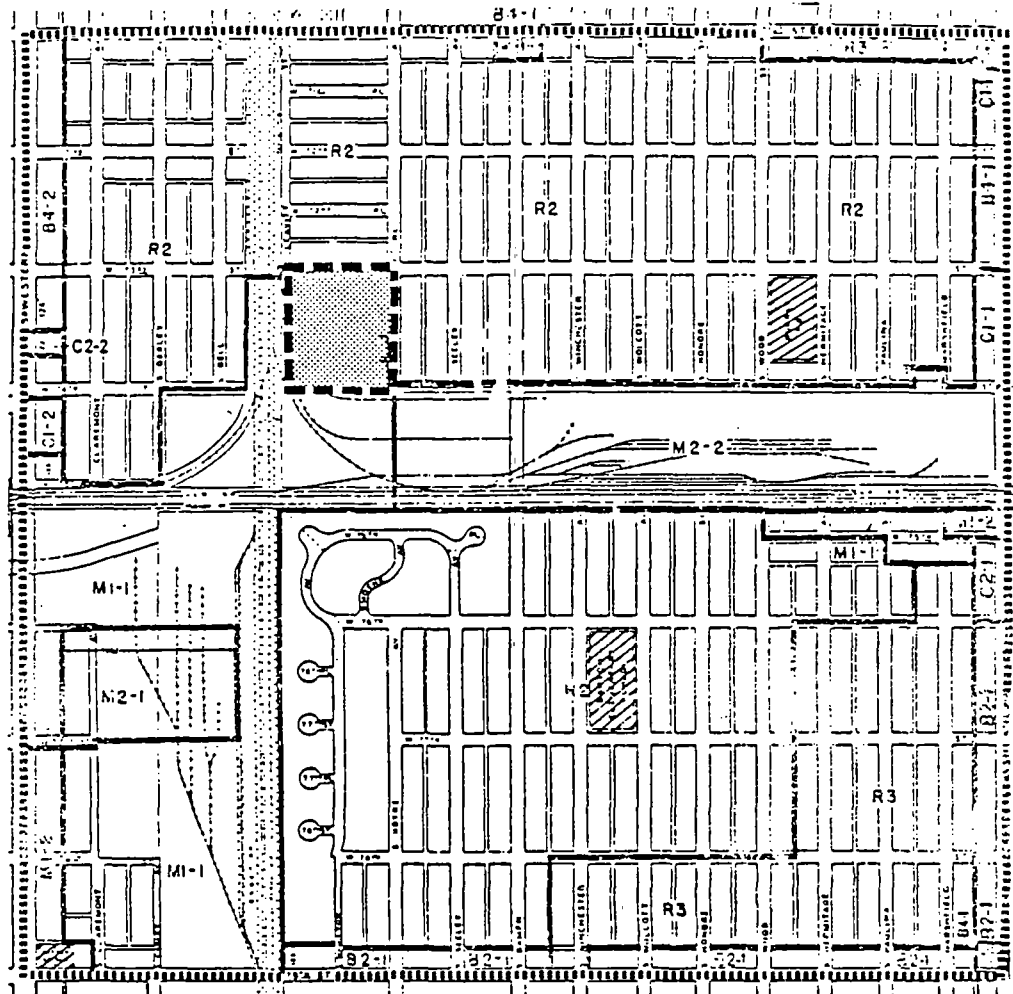
SCALE: 1"=250'





10/30/86

UNFINISHED BUSINESS

35605

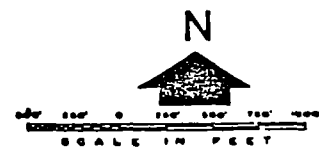
INSTITUTIONAL PLANNED DEVELOPMENT NO. 203 AS AMENDED
EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



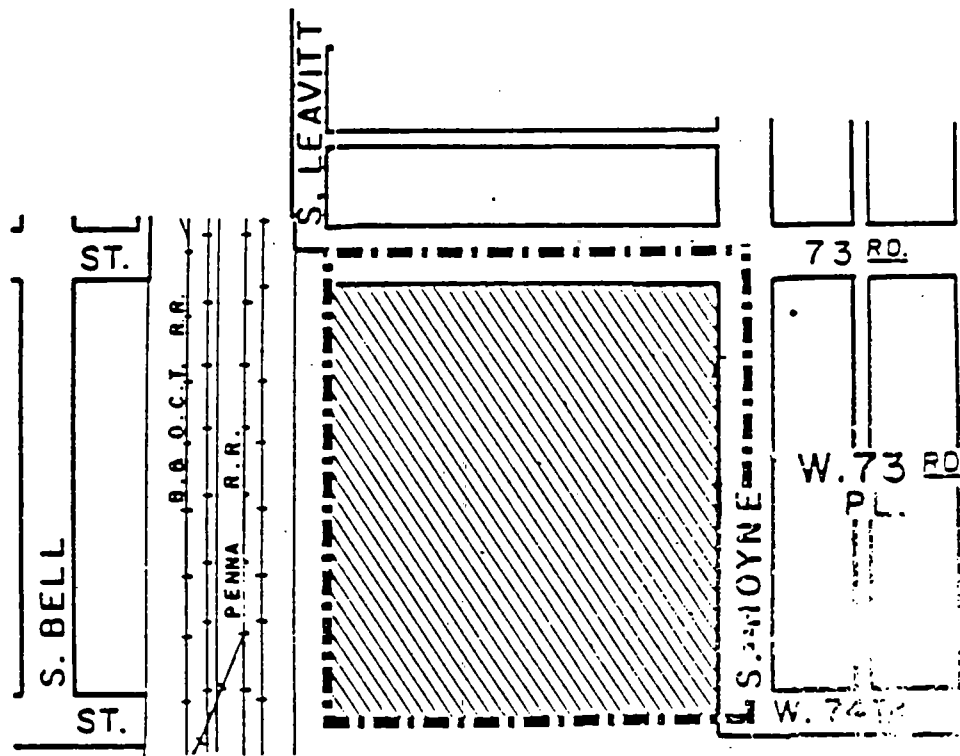
-  PROPOSED PLANNED DEVELOPMENT
-  PUBLIC, QUASI PUBLIC
-  ZONING DISTRICTS
-  PREFERENTIAL STREETS

APPLICANT: BOARD OF EDUCATION

DATE: JULY 29, 1986



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'

10/30/86

UNFINISHED BUSINESS

35607

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	8.29	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, 8.29 acres; plus area to be dedicated, 0.33 acres; plus public rights-of-way, 0.37 acres = 8.99 acres
Gross Site Area

MAXIMUM PERMITTED F.A.R. FOR TOTAL NET SITE AREA: 0.32

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 35601)

The following is said ordinance as passed:

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.

AUTHORITY GRANTED TO AMEND CHICAGO ZONING
ORDINANCE BY RECLASSIFYING
PARTICULAR AREAS.

On motion of Alderman Gabinski, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of October 6, 1986, pages 34848 -- 34883, recommending that the City Council pass proposed ordinances amending the Chicago Zoning Ordinance by reclassifying particular areas.

On motion of Alderman Gabinski, the said proposed ordinances were *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, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

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

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

Reclassification of Area Shown on Map No. 1-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B7-7 General Business District symbols and indications as shown on Map No. 1-F in the area bounded by

North Wells Street; Calhoun Place; a line 163 feet east of North Wells Street; and West Madison Street,

to the designation of a Central Area Parking 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.

[Central Area Parking Planned Development
printed on pages 35610 through 35615
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. 1-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-4 General Manufacturing District symbols and indications as shown on Map No. 1-F in the area bounded by

a line 159.56 feet south of and parallel to West Ohio Street, the alley next east of and parallel to North Halsted Street; a line 219.56 feet south of and parallel to West Ohio Street; and North Halsted Street,

to those of a C1-3 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. 2-F.

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

(Continued on page 35616)

PLAN OF DEVELOPMENT
CENTRAL AREA PARKING PLANNED DEVELOPMENT
STATEMENTS

1. The area delineated herein as Central Area Parking Planned Development consists of the property located at 172 West Madison Street which is owned or controlled by South East Corner Associates, an Illinois limited partnership.
2. The public parking facility proposed shall be used for the parking of passenger cars, light vans and pickup trucks. No heavy commercial trucks shall be parked upon the said lot at any time.
3. Adequate drainage shall be provided so as to permit runoff of flow to an established City of Chicago sewer.
4. Adequate lighting will be maintained at the facility.
5. Ingress and/or egress to the parking facility will be provided from driveways on West Madison Street and North Wells Street. All driveways will comply with the Driveway Ordinance of the City of Chicago.
6. The Applicant or its successors, assignees, or grantees shall obtain all required Chicago reviews, approvals and permits in connection with this Plan of Development.
7. Any dedication or vacation of streets or alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees, and approval by the City Council.
8. Use of land will consist of a multi-level parking structure, with business (retail and service) and related uses at street level.
9. Business identification signs may be permitted within the Planned Development subject to the review and approval of the Department of Planning and the Department of Inspectional Services. No advertising signs will be permitted.
10. The zoning classification of the subject property will revert to the B7-7 Restricted Central District classification following the termination of the site as a parking facility.
11. The information in the Plan of Development attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as the Planned Development and illustrates that the development of such area will be in accordance with the intent and purpose of the Chicago Zoning Ordinance.

10/30/86

UNFINISHED BUSINESS

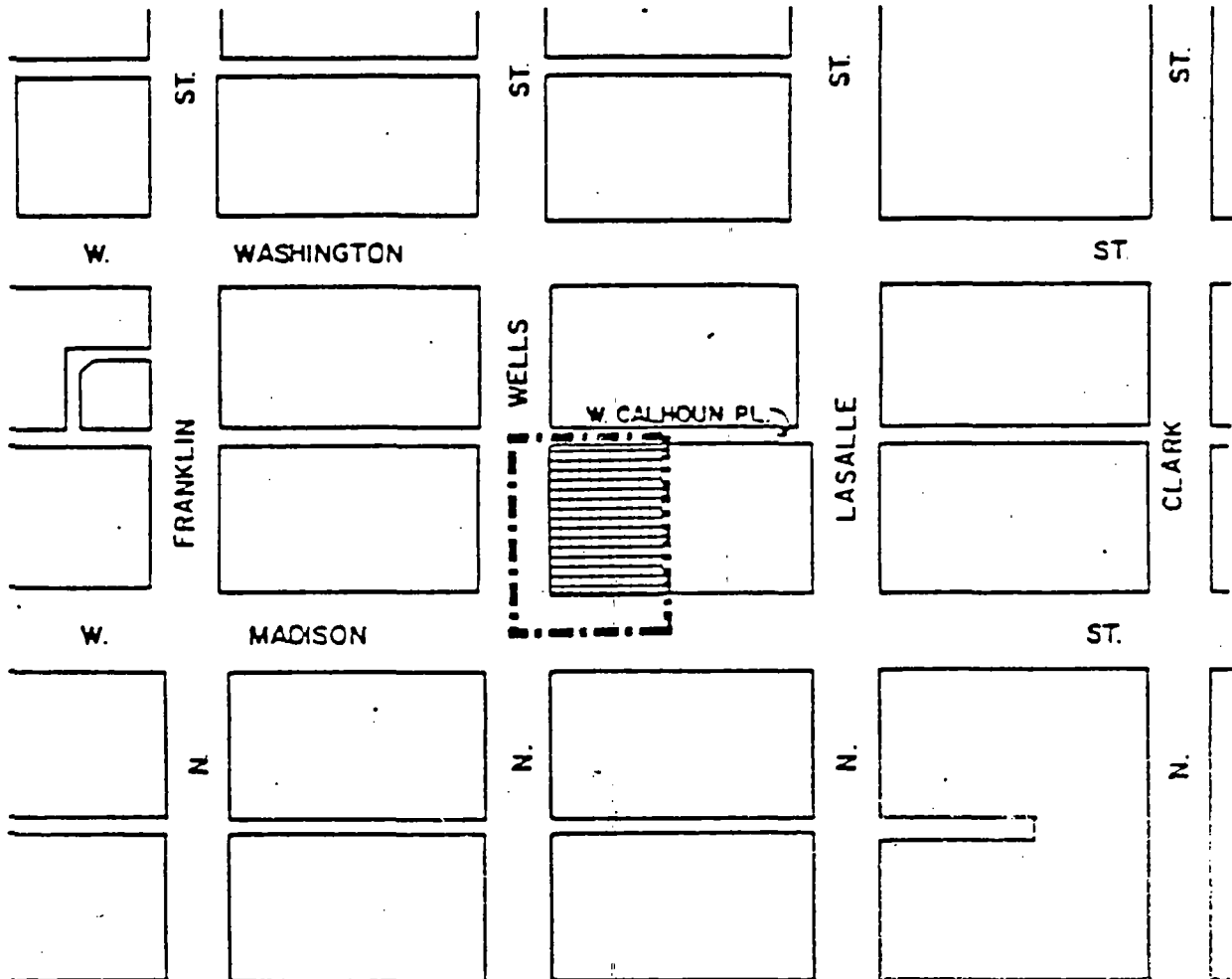
35611

12. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments," as promulgated by the Commissioner of the Department of Planning.

APPLICANT: AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO AS TRUSTEE
UNDER TRUST NO. 63999

DATE: July 20, 1986, 1986

GENERALIZED LAND USE PLAN



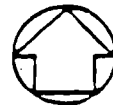
LEGEND



PLANNED DEVELOPMENT BOUNDARY



MULTI-STORY PARKING FACILITY, WITH
BUSINESS AND RELATED USES
AT STREET LEVEL.

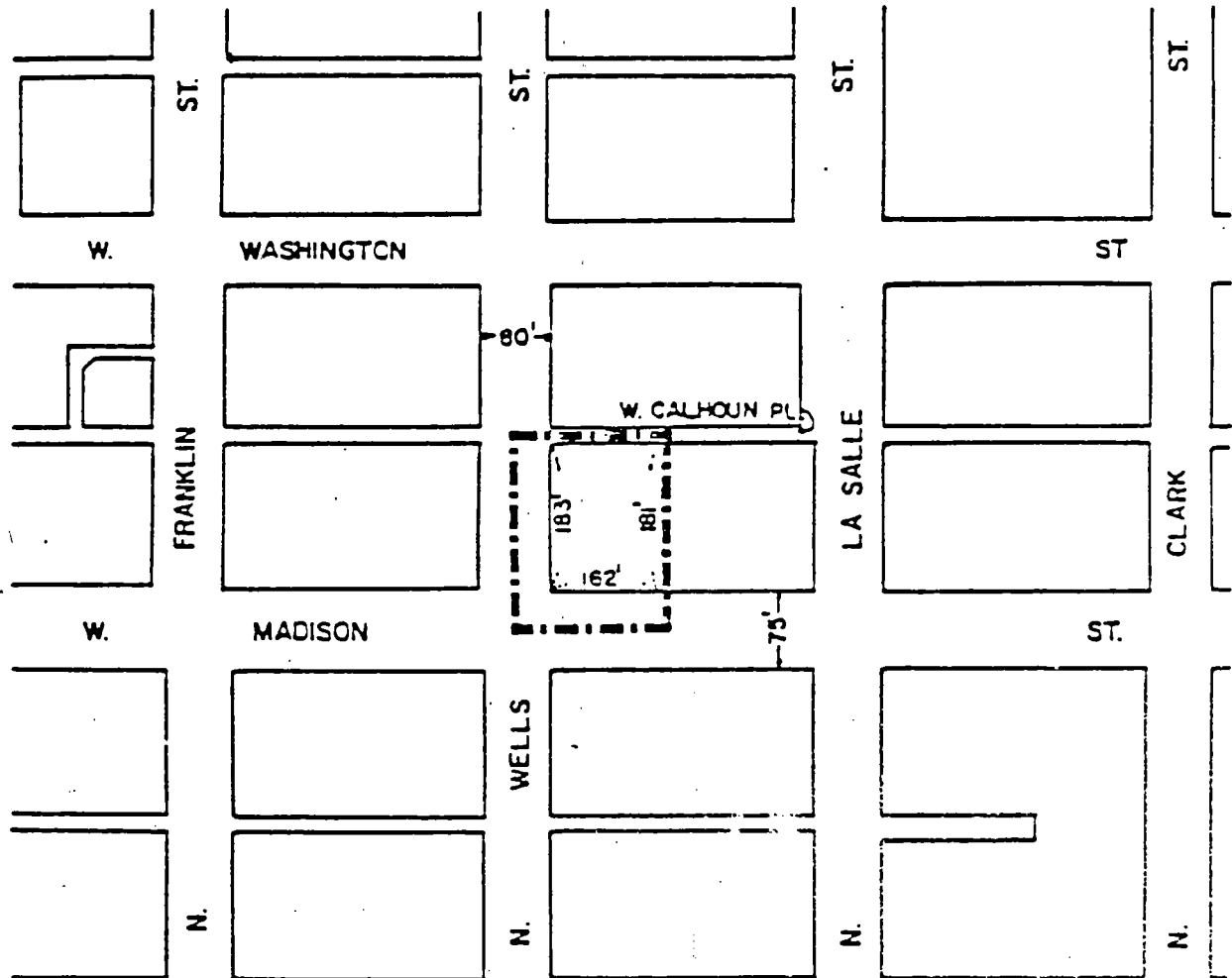


0 100' 200' 400'
SCALE IN FEET

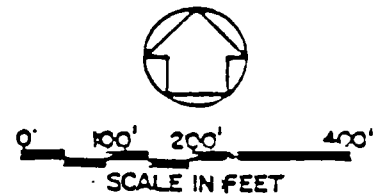
APPLICANT: AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO AS TRUSTEE UNDER TRUST No. 63999.

DATE: July 20, 1986

PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENT

LEGEND

- - - - - PLANNED DEVELOPMENT BOUNDARY



APPLICANT: AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO AS TRUSTEE UNDER TRUST No. 63999.

DATE: JULY 20, 1986

10/30/86

UNFINISHED BUSINESS

35615

CENTRAL AREA PARKING PLANNED DEVELOPMENT
USE AND BULK REGULATIONS AND DATA

Net Site Area	29,601.2 sq. ft.
Gross Site Area	45,325.5 sq. ft.
Net Site Area +	29,601.2 sq. ft.
Area of Public Rights-of-Way	15,724.3 sq. ft.
General Description of Land Use	Multi-level public parking facility with business and related uses at street level
Maximum Number of Parking Spaces	970
Maximum F.A.R.	13.0 (including parking areas and business and related uses)
Maximum % of Land Covered	100%

APPLICANT: AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO AS TRUSTEE
UNDER TRUST NO. 63999

DATS: July 20, 1986

(Continued from page 35609)

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. 2-F in area bounded by

public alley next north of and parallel to West Adams Street; South Clark Street; West Adams Street; and South LaSalle Street,

to those of a Communications Planned Development, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 1-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-2 General Manufacturing District symbols and indications as shown on Map No. 1-G in area bounded by

a line 196 feet north of and parallel to West Hubbard Street; North Racine Avenue; a line 75 feet-2 3/4 inches north of and parallel to West Hubbard Street; and 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.

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

Reclassification of Area Shown on Map No. 2-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R5 General Residence District symbols and indications as shown on Map No. 2-G in area bounded by

West Vernon Park Place; a line 50 feet east of and parallel to South Aberdeen Street; the alley next south of and parallel to West Vernon Park Place; and South Aberdeen Street,

to those of a B4-2 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 2-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 2-G in area bounded by

West Taylor Street on the south; South Morgan Street on the east; a line being 420 feet north of West Taylor Street on the north and the alley on the west,

to those 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
35618 through 35623 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. 4-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 4-G in area bounded by

a line 120 feet north of and parallel to West 19th Street; the alley next east of and parallel to South Loomis Street; a line 48 feet north of and parallel to West 19th Street; and South Loomis Street,

to those of a C1-2 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

(Continued on page 35624)

RESIDENTIAL PLANNED DEVELOPMENTSTATEMENTS

1. The area delineated herein as "Residential Planned Development" is owned by The American National Bank of Chicago as trustee under trust No. 27210 ("Trustee") and is controlled by the beneficiaries thereof who are Jared S. Shlaes, Marshall M. Holleb, Robert H. Gerstein, Stanford L. Glass and Stuart H. Glicken ("Controlling Parties").
2. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development.
3. Any dedication of vacation of streets, or resubdivision of parcels shall require a separate submittal on behalf of Trustee and Controlling Parties, their successors, assignees or grantees.
4. All applicable official review, approvals or permits, including such City Council approvals as may be mandated by the Municipal Code of Chicago, are required to be obtained by Trustee and Controlling Parties, their successors, assignees, or grantees.
5. Service drives, if any, 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 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.
6. Use of the land shall consist of no more than 24 Residential Units in six detached structures, and off-street parking.
7. The following information sets forth data concerning the property included in said development. A Generalized Land Use Plan is also included illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance.
8. Identification signs may be permitted within the area delineated as Residential Planned Development subject to the review and approval of the Department of Inspectional Services and the Department of Planning and in accordance with Chapter 66.1-11 of the Municipal Code of Chicago.

10/30/86

UNFINISHED BUSINESS

35619

9. The Plan of Development attached shall be subject to the Rules, Regulations and Procedures in Relation to the Planned Development as adopted by the Department of Planning.

..

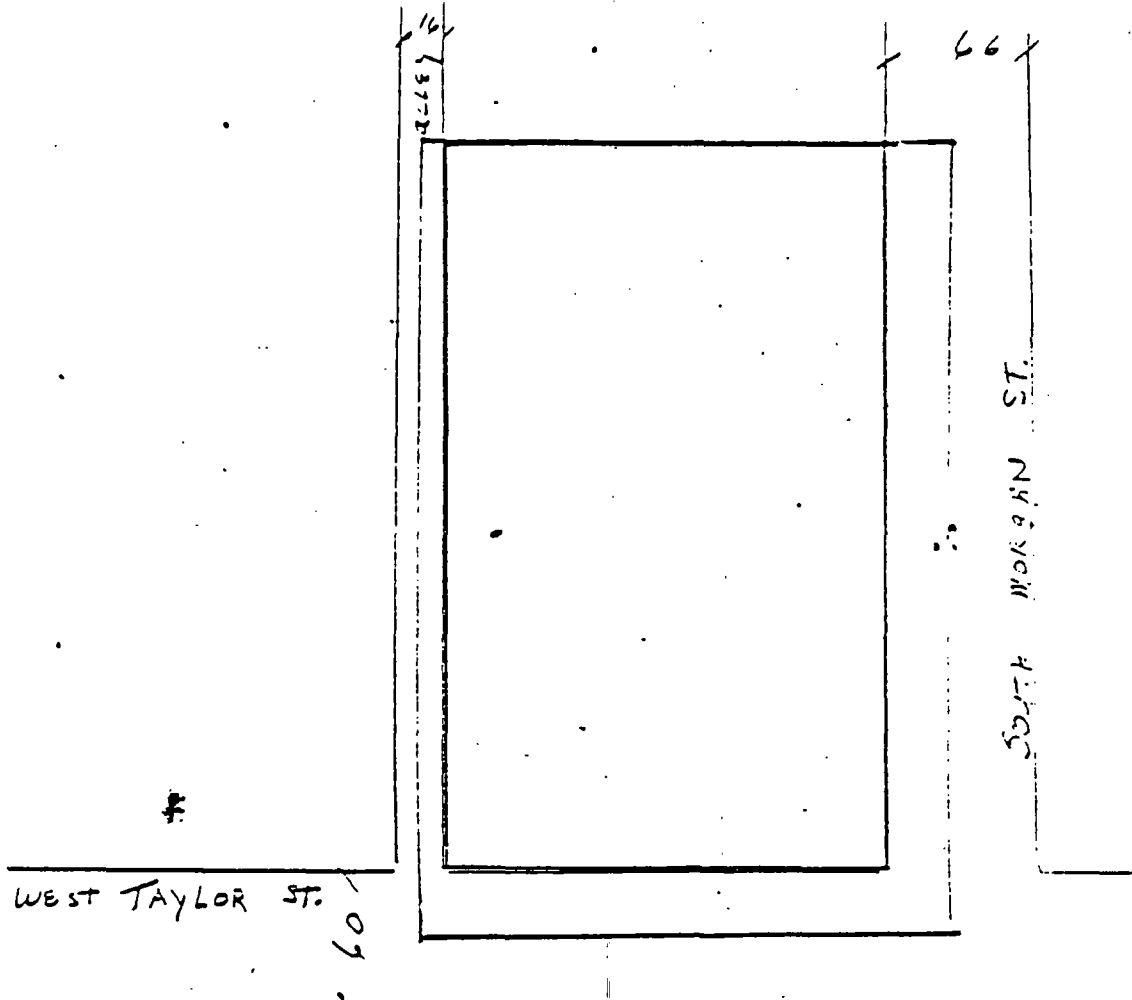
Applicant: Thomas E. Malato, agent for the beneficiaries of
American National Bank of Chicago Trust No. 27210
("Controlling Parties")
660 West Willow Street
Chicago, Ill. 60614
751-C455

Date: April, 1936

May 21

RESIDENTIAL PLANNED DEVELOPMENT

Property Line and Planned Development Boundary Map



LEGEND

———— Property Line

----- Planned Development Boundary

Applicant: Thomas E. Malato, agent for Trustee
and Controlling Parties
860 West Willow St.
Chicago, II. 60614
751-0455

Date: April , 1986

May 11

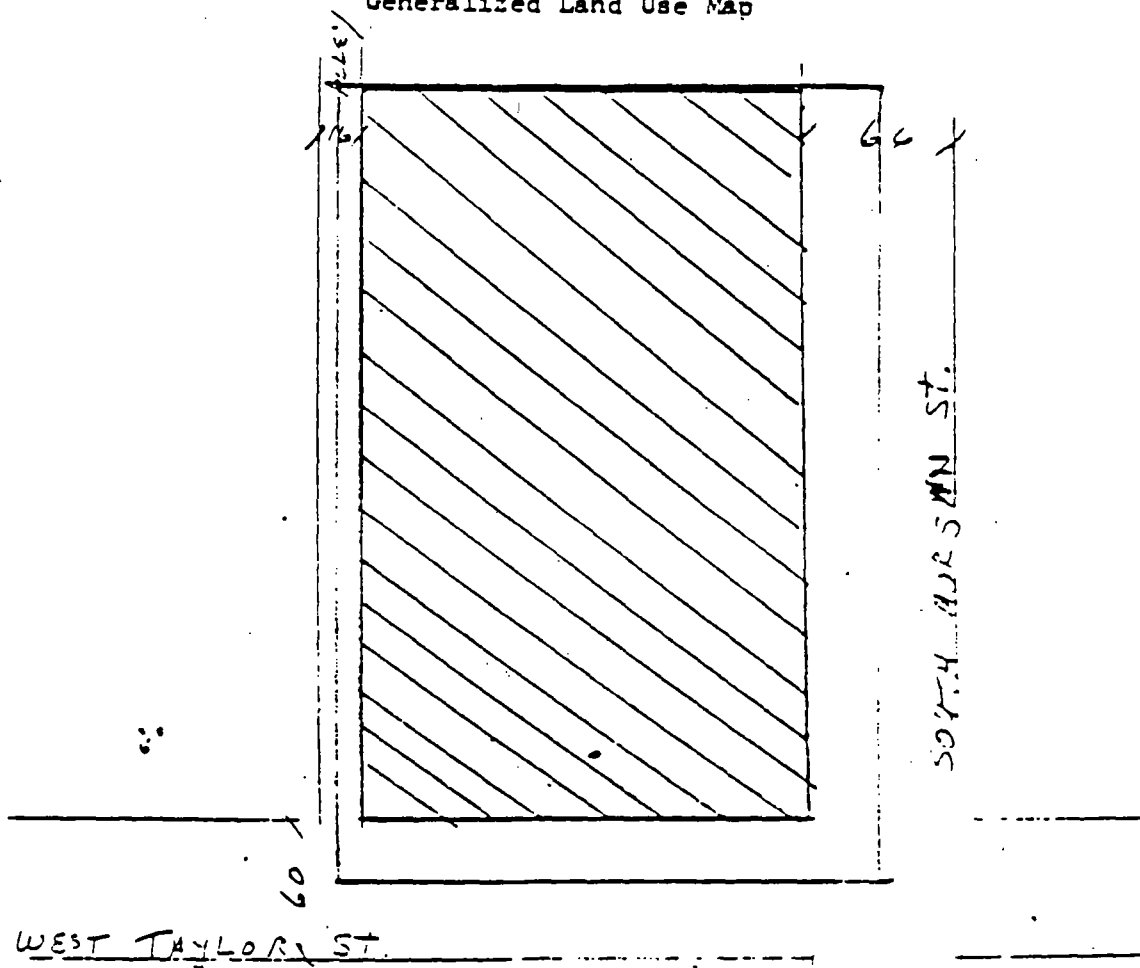
10/30/86

UNFINISHED BUSINESS

35621

RESIDENTIAL PLANNED DEVELOPMENT NO _____

Generalized Land Use Map



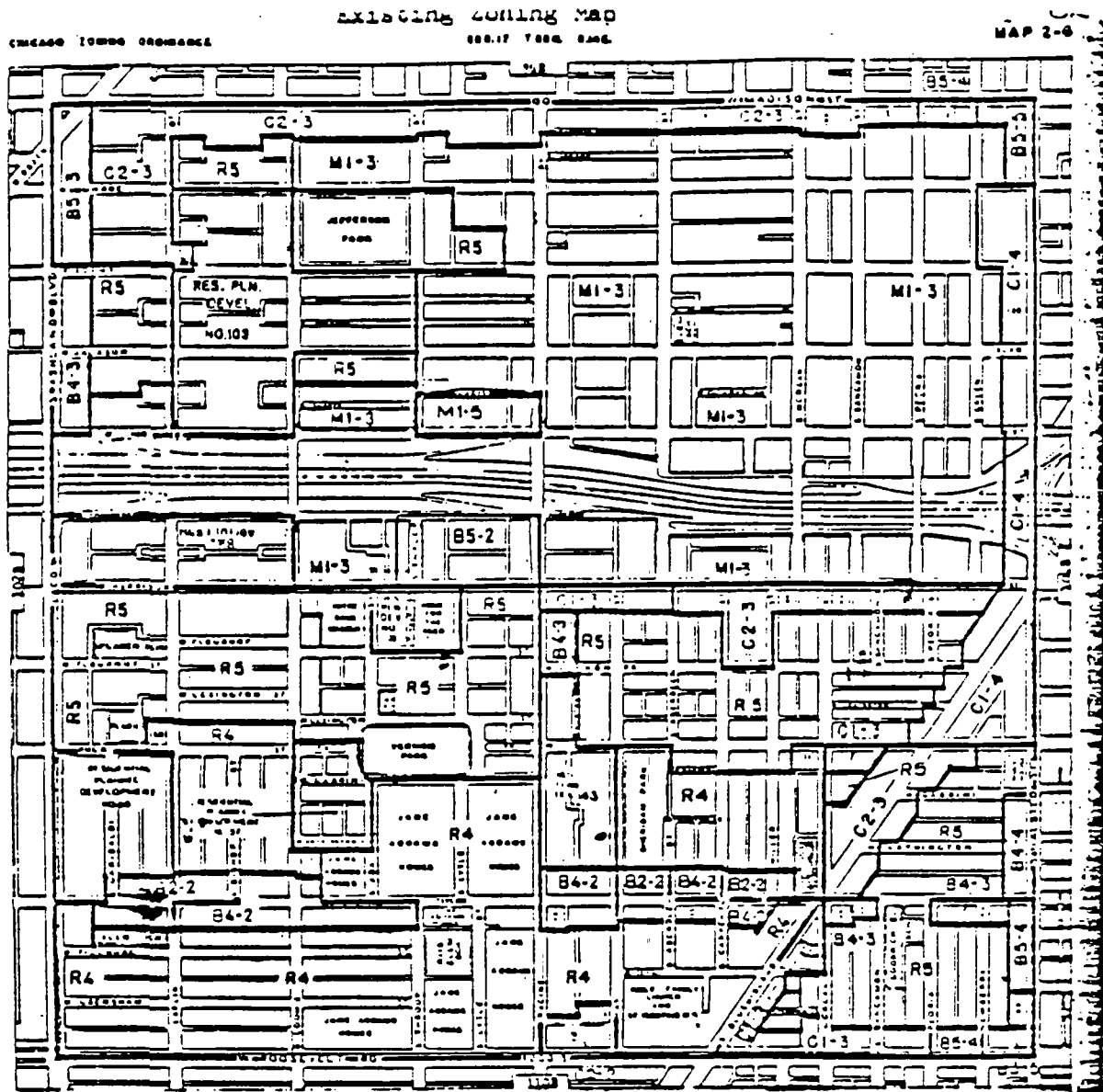
LEGEND

- Property Line
- Planned Development Boundary
- No more than 24 Residential Units in six detached structures

Applicant: Thomas E. Malato, agent for beneficiaries of
Trustee Trust No. 27210 who are Controlling
Parties

Date: ~~April~~ 1986

May 21



LEGEND

- Major Preferential Streets
- Planned Development
- Zoning Boundaries

Applicant: Thomas E. Malato, agent for
beneficiaries of trust no. 27212
who are Controlling Parties
860 West Willow Street
Chicago, IL 60614
751-0455

Date: April 1986

May 11

10/30/86

UNFINISHED BUSINESS

35623

RESIDENTIAL PLANNED DEVELOPMENT

Plan Of Development

Use and Bulk Regulation Data

NET SITE Sq. Feet	AREA Acres	General description of Land Use	Maxlmua Floor Area Ratio	Maxlmua Site Coverage
44,894	1.03	No more than 24 Residential Units in six detached structures and off-street parking	.855	53%

GROSS SITE AREA: Net Site: 44,894 sq. ft.
 Streets &
 Alleys 26,804 sq. ft.
 Total 71,698 sq.ft.

OFF STREET PARKING: No less than one per dwelling unit

SET BACKS: West Taylor St. 19.5 feet
 Alley (west line) 2.62 feet
 North line 16.0 feet
 South Morgan St. 4.0 feet

MAXIMUM FLOOR AREA RATIO: .855

Applicant: Thomas E. Malato, agent for beneficiaries of
 Trust No. 27210 who are Controlling Parties
 860 West Willow Street
 Chicago, II. 60614
 751-0455

Date: April 1986

Mike L

(Continued from page 35617)

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

Reclassification of Area Shown on Map No. 5-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-G in area bounded by

West Belden Avenue; North Janssen Avenue; the alley next northeasterly of and parallel to North Clybourn Avenue; and the alley next west of and parallel to North Janssen Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 5-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-H in the area bounded by

the alley next north of West Wabansia Avenue; the alley next west of North Damen Avenue; West Wabansia Avenue; and a line 34 feet west of the alley next west of North Damen Avenue,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 6-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 R3, General Residents District, symbols and indications, as shown on Map No. 6-F in area bounded by

a line 113 feet east of and parallel to South Wallace Street; the center line of West 29th Street; the center line of South Wallace Street; and the line 62 1/2 feet north of and parallel to West 29th Street,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 6-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 6-I in the area bounded by

an east-west line 24 feet south of and parallel to West 26th Street; the public alley next east of and parallel to South Kedzie Avenue; an east-west line 72 feet south of and parallel to West 26th Street; and South Kedzie Avenue,

to those of a C1-2 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 6-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 6-J in area bounded by

a line 53 feet north of and parallel to West 28th Street; the alley next east of and parallel to South Pulaski Road; a line 28 feet north of and parallel to West 28th Street; and South Pulaski Road,

to those of a B4-2 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 7-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 7-L in the area bounded by

the alley next north of and parallel to West Diversey Avenue; a line 59.13 feet west of North Luna Avenue; West Diversey Avenue and a line 84.13 feet west of North Luna Avenue,

to those of a C1-1 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 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 of the M1-2, Restricted Manufacturing District, symbols and indications, as shown on Map No. 8-F in the area bounded by

a line 182 feet north of and parallel to West 32nd Street; the center line of South Shields Avenue, a line 207 feet north of and parallel to West 32nd Street, and the center line of the alley east of and parallel to South Shields Avenue,

to those of an R4, General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in full 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 of the M1-2, Restricted Manufacturing District, symbols and indications, as shown on Map No. 8-F in the area bounded by

a line 409.2 feet south of and parallel to West 33rd Street; the center line of South Parnell Avenue, a line 597.3 feet south of and parallel to West 33rd Street, and the center line of the alley east of and parallel to South Parnell Avenue,

to those of an R4, General Residence District, and a corresponding use district is hereby established in the area above described.

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

*Reclassification of Area Shown on Map No. 8-F
(As Amended).*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2, Restricted Manufacturing District, symbols and indications, as shown on Map 8-F in the area bounded by

a line 377.06 feet south and parallel to West 33rd Street; the center line of South Normal Avenue; the center line of West 33rd Street; and the center line of the alley west of and parallel to 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. This ordinance shall be in full force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 9-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District, symbols and indications, as shown on Map 9- H in area bounded by

West Henderson Street; North Ravenswood Avenue; the alley next south of West Henderson Street; and the alley next west of North Ravenswood Avenue,

to those of a C1-1 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 9-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 B4-1 Restricted Service District symbols and indications, as shown on Map 9- P in area bounded by

the alley next north of and parallel to West Addison Street; a line 75 feet east of and parallel to North Pontiac; West Addison Street; a line 50 feet east of and parallel to North Pontiac Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 12-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications, as shown on Map No. 12-K in area bounded by

West 47th Street; a line 67.64 feet east of South Karlov Avenue; the alley next south of West 47th Street; and South Karlov Avenue,

to those of a B2-2 Restricted Retail District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 14-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 B2-2 Restricted Retail District symbols and indications as shown on Map No. 14-H in area bounded by

West 56th Street; a line 75 feet east of and parallel to South Western Avenue; the alley next south of and parallel to West 56th Street; the alley next east of and parallel to South Western Avenue; a line 100 feet south of and parallel to the alley next south of and parallel to West 56th Street; and South Western Avenue,

to those of a C2-2 General Commercial District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 14-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Retail District symbols and indications as shown on Map No. 14-H in area bounded by

the public alley next north of and parallel to West 57th Street; 140.00 feet east of and parallel to South Western Avenue; West 57th Street; and South Western Avenue,

to those of a C2-2 General Commercial District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 14-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 14-J in area bounded by

West 61st Street; the alley next east of South Pulaski Road; West 61st Place; and South Pulaski Road,

to the designation of a B5-1, General Service District, and a corresponding use district is hereby established in the area described above.

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

Reclassification of Area Shown on Map No. 15-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-2 General Commercial District symbols and indications as shown on Map No. 15-H in the area bounded by:

West Norwood Street; a line 788.30 feet east of the west line of North Hamilton Avenue, if extended; a line 174.60 feet north of the north line of West Peterson Avenue; a line 638.30 feet east of the west line of North Hamilton Avenue, if extended; West Peterson Avenue; a line 1050.27 feet west of the west line of North Damen Avenue; a line 393.10 feet north of the north line of West Peterson Avenue; and the west line of North Hamilton Avenue,

to a designation of a Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

[Business Planned Development printed on pages 35631
through 35637 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. 15-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence and B3-2 General Retail Districts symbols and indications as shown on Map No. 15-J in the area bounded by

(Continued on page 35638)

BUSINESS PLANNED DEVELOPMENT NO. _____

PLAN OF DEVELOPMENT STATEMENTS

1. The area delineated herein as a "Business Planned Development" is, except for portions located in dedicated streets, presently owned by Z. Frank, Inc., an Illinois corporation, and Five Wheels, Inc., an Illinois corporation. The applicant, The May Department Stores Company, is the holder of an option granted by Z. Frank, Inc. and Five Wheels, Inc. Notices should be directed to: The May Department Stores Company, 611 Olive Street, St. Louis, Missouri 63101 -- Attention: Senior Vice President for Real Estate.
2. The applicant or its successors, assignees or grantees shall obtain official City reviews, approvals or permits required in connection with this Planned Development. In the event legal title to any portion of the area delineated herein as a "Business Planned Development" is held in separate ownership at any time, this Business Planned Development ordinance shall continue unmodified in full force and effect, and each owner shall comply with this ordinance as it applies to its respective portion of the Business Planned Development.
3. The following uses shall be permitted within the area delineated herein as Business Planned Development: general merchandise uses; department stores; banks and financial institutions (including establishments of the "drive-in" or "drive through" type); restaurants (excluding establishments of the "drive-in" or "drive-through" type); retail, office, and service type business and professional uses; such other uses permitted in BS-1 General Service Districts (except for amusement establishments, amusement arcades, live entertainment, dance halls, second-hand stores and rummage shops, pawn shops, crematories and mausoleums; taverns and sale of automobile fuel); parking, loading, ingress and egress and user accessory to the aforesaid uses. With respect to any department store, business with the general public may be conducted daily only between the hours of 8:00 a.m. to 11:00 p.m., with occasional 1:00 a.m. closing times during special selling seasons or events for no more than a total of fifty (50) days per annum. No morning loading activity may occur prior to 7:00 a.m.
4. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development. Ingress and egress to such off-street facilities shall be from Peterson Avenue, and not from either Norwood Street or adjacent alleys.

5. Any dedication or vacation of streets and alleys, or adjustments of rights-of-way require a separate submittal on behalf of the applicant, or its successors, assignees or grantees, and approval by the City Council.
6. Any service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles; there shall be no parking within such paved areas. Fire lanes, if required, shall be adequately designed and paved in compliance with the Municipal Code of Chicago and shall have a minimum width of sixteen (16) feet to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas. No fire lane shall be required along the southeast side of this Business Planned Development. When completed, the planned development shall feature a solid wooden fence along its northern and western property lines; said fence shall be at least six (6) feet in height, and shall be eight (8) feet in height if an eight (8) foot height is then permitted for such a wooden fence under the text of the Chicago Municipal Code. Fences and landscaping shall be adequately repaired and maintained. Reasonable efforts shall be made to control airborne dust during demolition and construction.
7. Business or identification signs are permitted within the area delineated herein as Business Planned Development, provided that the gross area of all signs shall not exceed the limitations set forth in Section 8.9-3 of the Chicago Zoning Ordinance. Flashing signs and roof-top mounted billboard signs are prohibited. Lighting utilized to illuminate off-street parking areas shall be directed away from residential properties in such a way as not to create a nuisance.
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 Business Planned Development, and illustrates that the development and use of such area shall, except as modified by this Business Planned Development Ordinance, be in general compliance with the B5 General Service District Classification.
9. The Plan of Development, consisting of ten (10) statements, and "Existing Zoning and Preferential Street Map", and a "Boundary and Property Line" map, a "Generalized Land Use Plan", and a "Plan of Development Use, Bulk Regulation and Data" table, stipulates the controls applicable to the area delineated in this plan as the "Business Planned Development", and no others shall apply.

10/30/86

UNFINISHED BUSINESS

35633

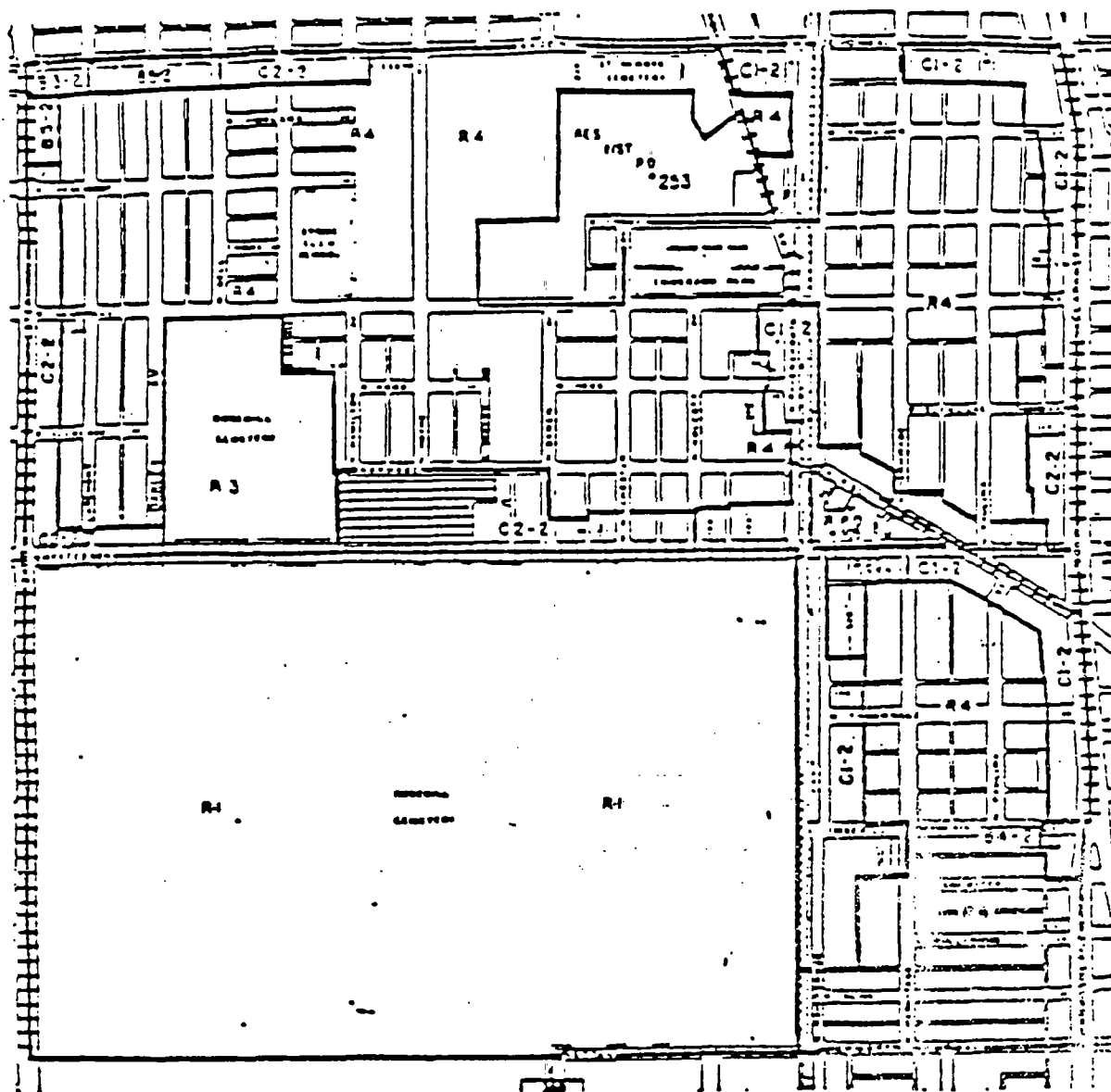
10. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as heretofore promulgated by the Commissioner of Planning.

APPLICANT: The May Department Stores Company

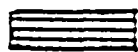
DATE: 7-7-86

AMENDED: 8-7-86

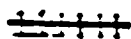
AMENDED: 8-7-86



LEGEND



PLANNED DEVELOPMENT



PREFERENTIAL STREETS



ZONING DISTRICT BOUNDARY

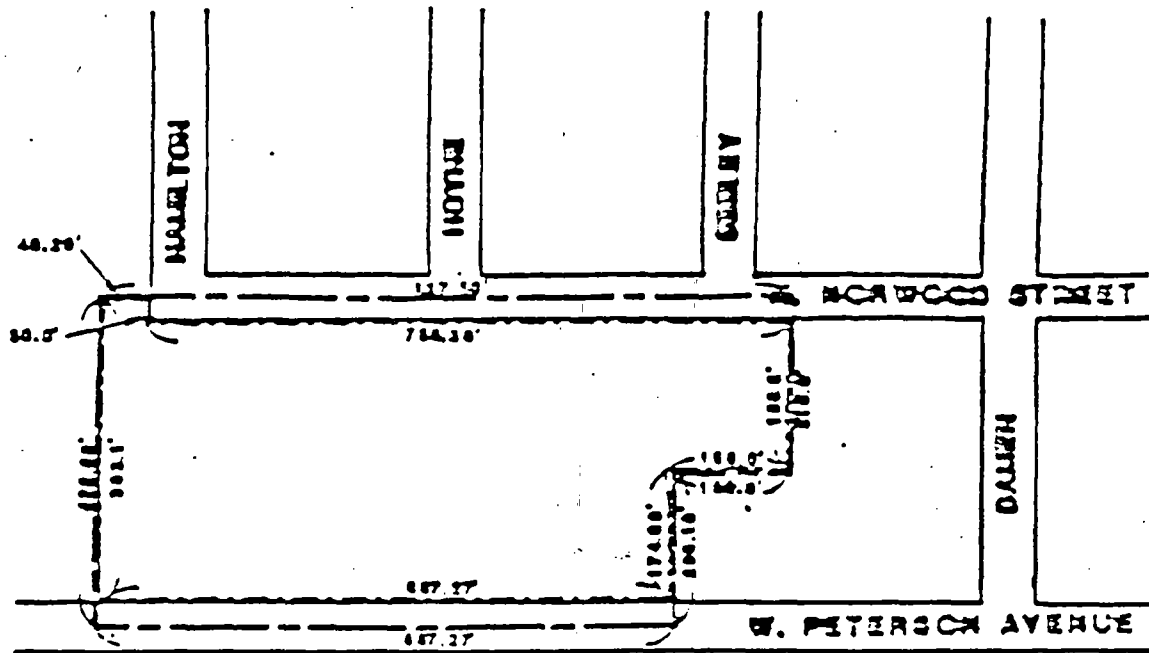
APPLICANT: The May Department Stores Company

DATE: 7-7-86

10/30/86

UNFINISHED BUSINESS

35635

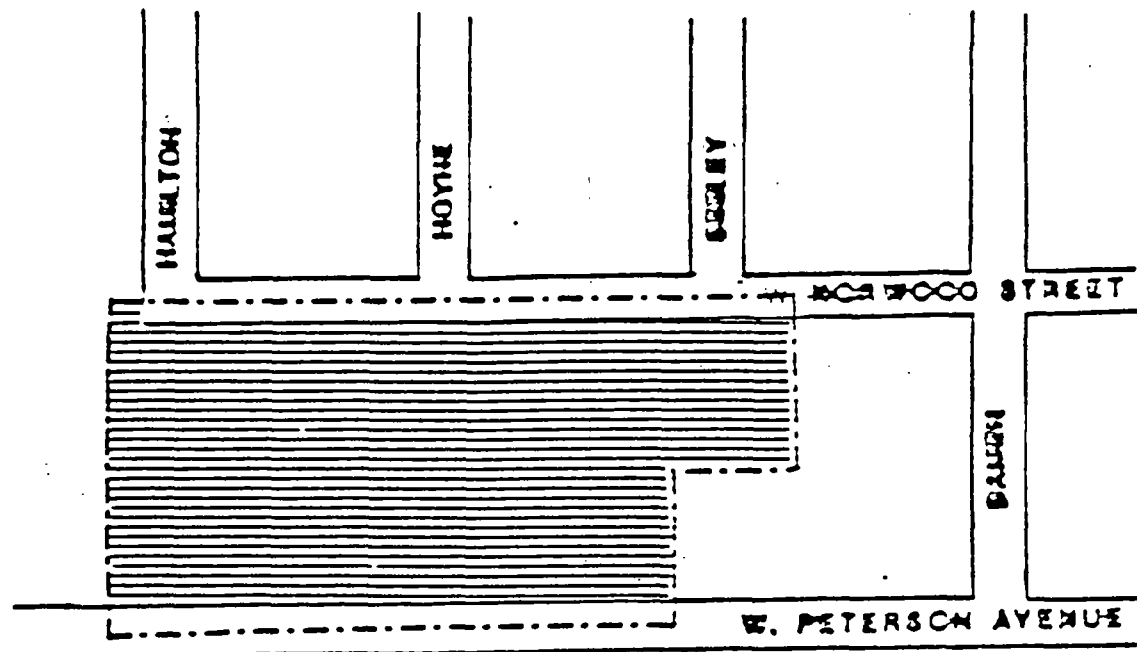


LEGEND

- PROPERTY LINE
- PLANNED DEVELOPMENT BOUNDARY

DATE 7-7-86 APPLICANT The May Department Stores Company

GENERALIZED LAND USE PLAN



LEGEND

PLANNED DEVELOPMENT BOUNDARY



General merchandise use: department stores; banks and financial institutions (including establishments of the "drive-in" or "drive through" type); restaurants (excluding establishments of the "drive-in" or "drive-through" type); retail, office, and service type business and professional uses; such other uses permitted in 85-1 General Service Districts (except for amusement establishments, amusement arcades, live entertainment, dance halls, second-hand stores and rummage shops, pawn shops, cracker-tories and amusement, taverns and sale of automobile fuel); parking, loading, ingress and egress and uses accessory to the aforesaid uses.



PARKING, INGRESS AND EGRESS AND RELATED USES



DATE 7-7-86 APPLICANT The May Department Stores Company
 AMENDED: August 7, 1986

10/30/86

UNFINISHED BUSINESS

35637

BUSINESS PLANNED DEVELOPMENT NO. _____

PLANNED DEVELOPMENT USE, SULK REGULATIONS & DATA

<u>Net Site Area</u>		<u>Y.S.R.</u>	<u>% Of Land</u> <u>Overage</u>	<u>Min. No. of Off-Street</u>	
<u>Sq. Ft.</u>	<u>Acres</u>			<u>Parking</u> <u>Spaces</u>	<u>Loading</u> <u>Spaces</u>
<u>279,334</u>	<u>6.4126</u>	<u>0.44</u>	<u>440</u>	<u>322</u>	<u>3</u>

GROSS SITE AREA • Net Site Area • Area in Public Right-of-Way

GROSS SITE AREA = 6.4126 acres + 1.332 acres = 7.7446 Acres

PERIMETER SETBACKS AT PROPERTY LINES:

North = 5'
 East = 0'
 South = 5'
 West = 0'

Off street parking and vehicular ingress/egress is permitted in the periphery setbacks.

GENERAL DESCRIPTION OF LAND USE:

General merchandise uses; department stores; banks and financial institutions (including establishments of the "drive-in" or "drive through" type); restaurants (excluding establishments of the "drive-in" or "drive-through" type); retail, office, and service type businesses and professional uses; such other uses permitted in B3-1 General Service Districts (except for amusement establishments, amusement arcades, live entertainment, dance halls, second-hand stores and rummage shops, pawn shops, taverns and saloons, taverns and sale of automobile fuel; parking, loading, ingress and egress and uses accessory to the aforesaid uses.

APPLICANT: The May Department Stores CompanyDATE: 7-7-86AMENDED: 8-7-86

(Continued from page 35630)

a line from a point 779 feet southwest of West Devon Avenue as measured along the southeast line of McCormack Road to a point 212.18 feet southeast of McCormack Road and 62.67 feet west of the North Shore Channel; a line from a point 212.18 feet

southeast of McCormack Road and 62.67 feet west of the North Shore Channel to and perpendicular to the North Shore Channel; the North Shore Channel; and a line from a point 1283.76 feet southwest of West Devon Avenue as measured along the southeast line of McCormack Road to a point 918.73 feet north of North Lincoln Avenue as measured along the west line of the North Shore Channel,

to those of a B5-1 General Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 22-B.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 General Retail District symbols and indications as shown on Map No. 22-B in the area bounded by

an east-west line 139 feet south of and parallel to East 92nd Street; the public alley next east of and parallel to South Commercial Avenue; an east-west line 264 feet south of and parallel to East 92nd Street; and South Commercial 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.

MUNICIPAL CODE CHAPTER 194A AMENDED CONCERNING
PERMITTED USES IN M1-1 TO M1-5 DISTRICTS.

On motion of Alderman Gabinski, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of October 6, 1986, pages 34883 -- 34884, recommending that the City Council pass a proposed ordinance amending Municipal Code Chapter 194A concerning permitted uses in M1-1 to M1-5 Districts.

On motion of Alderman Gabinski, the said proposed ordinance 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, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That Section 10.4-1 of Chapter 194A, The Chicago Zoning Ordinance, is hereby amended by inserting the following language in italics below in its proper numerical sequence, as follows:

15. Art Galleries and Art Studios

SECTION 2. This ordinance shall be in full force and effect from and after due passage and publication.

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

Honorable Harold Washington, Mayor, called the Council's attention to the presence of the following visitors:

Francisco Acosta, International Representative, National Federation of Salvadoran Workers.

At this point in the proceedings, Alderman Natarus noted that it was Alderman Cullerton's birthday. Thereupon, all present sang "Happy Birthday" to Alderman Cullerton who gratefully acknowledged the kindness expressed.

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 Thursday, the thirtieth (30th) day of October, 1986, at 10:00 A.M., be and the same is hereby fixed to be held on Friday, the thirty-first (31st) day of October, 1986, at 2:00 P.M., in the Council Chamber in City Hall.

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

Alderman Evans moved to pass the foregoing proposed ordinance.

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, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Huels, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Stone -- 21.

The Chair announced the vote, and citing Illinois Revised Statutes, Chapter 24, paragraph 3-11-14, cast its vote in favor of the motion to pass, declaring it *Passed* 26-21.

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 Friday, October 31, 1986, at 2:00 P.M. in the Council Chamber in City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.