

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

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

Regular Meeting--Wednesday, February 1, 1989

at 10:00 A. M.

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

OFFICIAL RECORD.

EUGENE SAWYER
Acting Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance At Meeting.

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

Absent -- None.

Call To Order.

On Wednesday, February 1, 1989 at 10:35 A.M. (the hour appointed for the meeting was 10:00 A.M.) The Honorable Eugene Sawyer, Acting Mayor, called the City Council to order. The clerk called the roll of members and it was found that there were present at that time: Aldermen Roti, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Sheahan, Jones, Garcia, Krystyniak, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Mell, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 36.

Quorum present.

Invocation.

Father William Frawley, Saint John the Baptist Parish, opened the meeting with prayer.

MONTH OF FEBRUARY PROCLAIMED "AFRICAN AMERICAN
HISTORY MONTH IN CHICAGO".

The Honorable Eugene Sawyer, Acting Mayor, presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

PROCLAMATION.

WHEREAS, During the month of February, efforts are made to provide for all Americans the information needed for creative and scholarly understanding about Afro-Americans in the nation; and

WHEREAS, Black History Month was founded by Dr. Carter G. Woodson, coal miner, teacher and founder of the Association for the Study of Afro-American Life and History in Chicago; and

WHEREAS, Dr. Woodson also initiated Negro History Week in 1926 in order to recognize the past and present contributions made by Black Americans in the growth and development of our country and city; and

WHEREAS, Black History Month will be commemorated throughout the month of February in Chicago with music, seminars, dancing, art, storytelling, plays, concerts, films, family workshops and other expressions of creativity and pride; and

WHEREAS, Black History Month inspires all Americans to become aware of Afro-Americans and the experiences and achievements in every arena of human endeavor;

Now, Therefore, I, Eugene Sawyer, Mayor of the City of Chicago, do hereby proclaim February, 1989, to be African American History Month in Chicago and urge all citizens to be cognizant of the many events arranged for this time.

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

On motion of Alderman Davis, seconded by Aldermen Caldwell, Jones, Smith and Eisendrath, the foregoing proposed proclamation was *Adopted* by yeas and nays as follows:

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

Nays -- None.

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

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 26 BY
CODIFYING GOALS AND POLICIES ESTABLISHED IN
EXECUTIVE ORDER 85-2 WHICH RELATED TO
AWARD OF CITY CONTRACTS TO
MINORITY BUSINESSES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 1, 1989.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance amending Chapter 26 of the Municipal Code of Chicago by adding provisions that codify the goals and policy established in Executive Order 85-2.

Due to the passage of time since the effective date of Executive Order 85-2 and in light of the recent decision of the United States Supreme Court in *City of Richmond v. J. A. Croson Co.*, I believe that it is in the best interest of the people of the City of Chicago that the City Council conduct hearings to consider to what extent past and present discriminatory practices have contributed to a lack of opportunities for minority and female entrepreneurs seeking to do business with the City and to evaluate the array of appropriate measures to remedy the lingering effect of past discrimination, prevent present discrimination and remove arbitrary barriers to advancement for minority and women owned businesses.

Be assured of the fullest cooperation of my office in the collection and evaluation of information needed to conduct your hearings.

Very truly yours,

(Signed) EUGENE SAWYER,
Mayor.

Referred -- EXECUTION AND DELIVERY OF 1989 SUPPLEMENTAL
INDENTURES IN CONNECTION WITH OUTSTANDING
CHICAGO O'HARE INTERNATIONAL AIRPORT
GENERAL AIRPORT SECOND LIEN
REVENUE BONDS, 1984 SERIES
A AND B, AND 1988
SERIES A AND B.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 1, 1989.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing the execution and delivery of 1989 Supplemental Indentures in connection with the City's outstanding Chicago-O'Hare International Airport General Airport Second Lien Revenue Bonds, 1984 Series A and B and 1988 Series A and B.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,
Mayor.

Referred -- AMENDMENT NUMBER 16 TO NEAR WEST SIDE
CONSERVATION PLAN TO CHANGE LAND USE FROM
LOW TO HIGH DENSITY RESIDENTIAL IN AREA
OF 1245 -- 1249 WEST FLOURNOY STREET.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving Amendment Number 16 to the Near West Side Conservation Plan. This amendment calls for a land use change from "Low Density Residential" to "High Density Residential" in order to accommodate the development of nine dwelling units. This amendment affects the property at 1245 -- 1249 West Flournoy Street.

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal Board at an adjourned regular meeting held on December 19, 1988, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- AMENDMENT NUMBER 22 TO HYDE PARK-KENWOOD
CONSERVATION PLAN TO CHANGE LAND USE FROM
OFF-STREET PARKING AND/OR OPEN SPACE
USE TO RESIDENTIAL LOW DENSITY
USE IN SPECIFIED AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving Amendment Number 22 to the Hyde Park-Kenwood Conservation Plan. This amendment calls for a land use change from "Off-Street Parking and/or Open Space Use" to "Residential Low Density Use", with a maximum of four residential units to be permitted. This amendment affects the property located at 5421 -- 5423 South Kenwood Avenue and 5420 -- 5422 South Ridgewood Court.

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal Board at an adjourned regular meeting held on December 19, 1988, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- SALE OF PARCEL R-2 IN LAKE-KEDZIE REDEVELOPMENT
AREA TO BOBBY E. WRIGHT HOUSING
COMPLEX, INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the sale of land in the Lake-Kedzie Redevelopment Area (Parcel R-2 located at 3212 -- 3232 West Maypole Avenue).

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal Board at an adjourned regular meeting held on December 19, 1988, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- SALE OF PARCEL R-3 IN LAKE-KEDZIE
REDEVELOPMENT AREA TO BURNELL
BRQWN HOUSING COMPLEX,
INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the sale of land in the Lake-Kedzie Redevelopment Area (Parcel R-3 located at 3234 -- 3246 West Maypole Avenue).

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal Board at an adjourned regular meeting held on December 19, 1988, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- SALE OF PARCEL R-5 IN LINCOLN PARK
CONSERVATION AREA TO MARK AND
CAROL TORMEY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the sale of land in the Lincoln Park Conservation Area (Parcel R-5 located at 1842 -- 1844 North Maud Avenue).

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal Board at an adjourned regular meeting held on December 19, 1988, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- SALE OF PARCEL B-73 IN NEAR WEST
SIDE CONSERVATION AREA TO MR.
THOMAS PRYBYLO.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the sale of land in the Near West Side Conservation Area (Parcel B-73 located at 1455 West Taylor Street).

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal Board at an adjourned regular meeting held on December 19, 1988, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- SALE OF PARCEL HR-50 (FORMERLY LR-50) IN
NEAR WEST SIDE CONSERVATION AREA TO
MR. PAUL SPANO.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the sale of land in the Near West Side Conservation Area (Parcel HR-50, formerly referred to as LR-50, located at 1247 -- 1249 West Flourney Street).

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal Board at an adjourned regular meeting held on December 19, 1988, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- ACQUISITION OF PROPERTY AT 2724 WEST CERMAK
ROAD FOR CONSTRUCTION OF NEW MARSHALL
SQUARE BRANCH LIBRARY.

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

2/1/89

COMMUNICATIONS, ETC.

24107

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 1, 1989.

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

LADIES AND GENTLEMEN - At the request of the Acting Commissioner of the Department of Public Works, I transmit herewith an ordinance authorizing payment in the amount of \$175,000 to the owners of the property located at 2724 West Cermak Road. The acquisition of this property is necessary for the construction of the new Marshall Square Branch Library.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- ACQUISITION OF PROPERTY AT 5040 WEST
55TH STREET FOR IMPROVEMENT OF
CHICAGO MIDWAY AIRPORT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 1, 1989.

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

LADIES AND GENTLEMEN - At the request of the Acting Commissioner of the Department of Public Works, I transmit herewith an ordinance authorizing payment in the amount of \$280,000 to the owners of the property located at 5040 West 55th Street. The acquisition of this parcel is required for the improvement of Midway Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,
Mayor.

Referred - SALE OF PARCEL 4 IN 16TH-CANAL COMMERCIAL
DISTRICT PROJECT TO S. J. GORDON AND SONS,
INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN - At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance approving the sale of Parcel 4 in the 16th-Canal Commercial District Project to S. J. Gordon and Sons, Inc.

Also enclosed is a certified copy of the resolution adopted by the Commercial District Development Commission at a meeting on November 15, 1988 authorizing the request for City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- SALE OF PARCELS 1, 5, 7, 8 AND 9 IN 16TH-CANAL
COMMERCIAL DISTRICT PROJECT TO OBSERVER'S
INVESTMENT COMPANY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance approving the sale of Parcels 1, 5, 7, 8 and 9 in the 16th-Canal Commercial District Project to Observer's Investment Company.

Also enclosed is a certified copy of the resolution adopted by the Commercial District Development Commission at a meeting on November 15, 1988 authorizing the request for City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- EXECUTION OF GROUND LEASE WITH O'HARE TECH
CENTER ASSOCIATES FOR SITE 19 AT CHICAGO
O'HARE INTERNATIONAL AIRPORT.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to a Joint Committee composed of the members of the Committee on Finance and the members of the Committee on Aviation*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 1, 1989.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance approving a ground lease between the City of Chicago and O'Hare Tech Center Associates.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,
Acting Mayor.

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

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

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

Copies of resolutions adopted by the Chicago Plan Commission on January 12, 1989 and reports of the Department of Planning, approving the following proposals, which were *Placed on File*:

*Department Of General Services, City Real Estate Section.**Disposition Of Vacant City-Owned Property.*

Referral Number	Address
89-001-02	1543 West Chestnut Street
89-005-02	4638 -- 4646 West Washington Boulevard
89-007-02	4222 West Van Buren Street
89-009-02	1825 South Carpenter Street
89-010-02	1124 West 31st Street
89-011-02	3913 -- 3915 South Calumet Avenue
89-012-02	3916 South Calumet Avenue
89-013-02	4047 South Calumet Avenue
89-014-02	4148 -- 4150 South Calumet Avenue
89-015-02	4330 -- 4332 South Vincennes Avenue
89-016-02	4350 South Vincennes Avenue
89-017-02	4355 South Vincennes Avenue
89-018-02	5331 South Halsted Street
89-019-02	20 West 59th Street/5841 South Lafayette Avenue
89-020-02	6259 South Ada Street
89-022-02	6318 South Kenwood Avenue
89-023-02	6328 -- 6330 South Kenwood Avenue

Department Of Urban Renewal.

Referral Number	Proposal
89-024-08	Amendment Number 22 to the Hyde Park/Kenwood Conservation Plan
89-025-08	Amendment Number 16 to the Near West Side Conservation Plan

Department Of Planning.

Referral Number	Proposal
89-026-21	Designation Report of 79th and Ashland as a Blighted Commercial Area
89-027-21	Amendment Number 4 to the Roosevelt/Halsted Redevelopment Plan

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

Also, communications from Mr. Ralph C. Wehner, District Engineer, under date of January 13, 1989, announcing that the Department of Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on the date noted (involving expenditures of Motor Fuel Tax Funds) as follows:

July 13, 1988.

Allocation of Motor Fuel Tax Funds for engineering and installation of traffic control signals at the intersection of North Kedzie Avenue and North Lincoln Avenue.

Allocation of Motor Fuel Tax Funds for engineering and installation of traffic control signals at the intersection of Dr. Martin Luther King, Jr. Drive and East 81st Street.

Allocation of Motor Fuel Tax Funds for engineering and installation of traffic control signals at the intersection of South Wood Street and South Archer Avenue.

Allocation of Motor Fuel Tax Funds for engineering and installation of traffic control signals at the intersection of North Oriole Avenue and North Talcott Avenue.

Allocation of Motor Fuel Tax Funds for engineering and installation of traffic control signals at the intersection of South Lake Shore Drive and East 23rd Street.

*Placed On File -- STATE APPROVAL OF ORDINANCES
CONCERNING CITY'S CONTRIBUTION TO
CHICAGO TRANSIT AUTHORITY.*

Also, a communication from Mr. John W. McCree, Engineer of Local Roads and Streets, dated January 10, 1989, announcing that the Illinois Department of Transportation has approved the ordinances passed by the City Council on December 30, 1987 and October 14, 1988, appropriating Motor Fuel Tax Funds in the amount of \$6,000,000 to the Chicago Transit Authority for the City's portion of a matching grant under the Mass Transportation Operating Assistance Act, which was *Placed on File*.

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

Also, a communication signed by Ms. Elizabeth Hollander, Commissioner of Planning, under date of January 19, 1989, showing the recommendations of the Commissioner and the Zoning Administrator concerning map amendments for which a public hearing was held on January 19, 1989, in accordance with provisions of Section 11.9-4 of the Chicago Zoning Ordinance as passed by the City Council on January 31, 1969, which was *Placed on File*.

Placed On File -- CITY COMPTROLLER'S QUARTERLY REPORTS
FOR PERIOD ENDED DECEMBER 31, 1988.

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

City of Chicago Corporate Fund: Condensed Statement of Cash Receipts and Disbursements for the three months ended December 31, 1988;

Statement of Funded Debt as at December 31, 1988;

City of Chicago Corporate Fund: Statement of Floating Debt as at December 31, 1988.

Placed On File -- REPORT OF VOUCHER PAYMENTS
FOR PERSONAL SERVICES FOR MONTH
OF DECEMBER, 1988.

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

[Voucher payments printed on page 24115 of this Journal.]

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, et cetera which were passed by the City Council on January 18, 1989, 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 February 1, 1989, 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 January 18, 1989, 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.

PERSONAL SERVICES PAID BY VOUCHERS DECEMBER, 1988

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE		DEC. 1988
Callil, Robert	6955 S. Hamilton	Fire	Firefighter	100	15,028.21	B/P	15,028.51
Evison, Betty	5739 So. Charles	Aviation	Admin. Asst. II	710	1,750.00	P/H	1,750.00
Griffin, Esther	2741 S. Western	Animal Ctl.		100	112.63	P/D	3,104.07
Jordan, Aurline	4850 S. Lake Park	Mayor's Ofc.	Receptionist	"	19,764.00	P/Y	1,635.50
Loeff, Scott	2547 W. Jerome	Aviation	Admin. Asst. II	740	2,127.00	P/H	2,128.00
McCormick, Albert	9616 S. Prairie	Fire	Fireman	100	170.10	B/P	
McSweeney, Robert	10300 S. Talman	Police	Policeman	"	9,964.84	B/P	9,964.84
Prieto, Fernando	5757 W. Sheridan	"	"	"	1,232.00	P/H	1,232.00
Smith, Eunice	1519 E. 73rd	Mayor's Ofc.	Receptionist	"	1,514.00	P/H	1,514.00
Smith, Ronald	6721 S. Eberhart	Aviation	Corr. of Spec. Proj. 61C	61C	2,586.00	P/H	2,586.00
Smith, Stevens	4550 N. Claremont	"	Dir. Concessions	740	2,994.00	P/H	2,994.00
Tioje, Edward	4324 N. Hoyne	Police	Policeman	100	16,761.79	B/P	16,761.79
Villanova, Marstall	7036 S. Fairfield	Aviation	Admin. Asst. II	740	2,025.00	P/H	2,025.00
Whalen, Edward	3838 W. 111th St.	Fire	Fireman	100	7,724.43	B/P	7,724.43

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

The City Clerk transmitted communications, reports, et cetera, 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:

Wayne J. Berman -- to classify as a C2-1 General Commercial District instead of a B2-1 Restricted Retail District the area shown on Map No. 20-G bounded by

a line 372.62 feet north of and parallel to West 80th Street; the alley next east of and parallel to South Ashland Avenue; a line 247.62 feet north of and parallel to West 80th Street; and South Ashland Avenue.

Boulevard Bank, under Trust Number 1945 -- to classify as a C2-2 General Commercial District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 5-G bounded by

North Bosworth Avenue; a line from a point 439.96 feet north of West North Avenue as measured along the east line of North Bosworth Avenue to a point 145.00 feet north of West North Avenue and 122.35 feet east of North Bosworth Avenue; a line 122.35 feet east of North Bosworth Avenue; and West North Avenue.

Louis and Fatina Gorgees -- to classify as a C1-3 Restricted Commercial District instead of a B2-2 Restricted Retail District the area shown on Map No. 11-G bounded by

West Montrose Avenue; the alley next east of and parallel to North Greenview Avenue; a line 34.53 feet south of and parallel to West Montrose Avenue; and North Greenview Avenue.

Hampton Inns, Incorporated -- to classify as a C3-5 Commercial-Manufacturing District instead of an M2-5 General Manufacturing District the area shown on Map No. 1-F bounded by

a line 271.85 feet south of West Erie Street as measured along the westerly line of North Kingsbury Street; North Kingsbury Street; a line 453.9 feet south of West Erie Street as measured along the westerly line of North Kingsbury Street; a line from a point 453.9 feet south of West Erie Street as measured along the westerly line of North Kingsbury Street and 142 feet west of North Kingsbury Street, to a point 440.9 feet south of West Erie Street as measured along the westerly line of North Kingsbury Street and 134 feet west of North Kingsbury Street; a line 440.9 feet south of West Erie Street as measured from the westerly line of North Kingsbury Street; the easterly dock line of the north branch of the Chicago River; and a line from a point 439.15 south of West Erie Street as measured along the easterly dock line of the north branch of the Chicago River, to a point 271.85 feet south of West Erie Street as measured along the westerly line of North Kingsbury Street and 163 feet west of North Kingsbury Street.

Petros Kogiones -- to classify as a C3-7 Commercial-Manufacturing District instead of a C1-4 Restricted Commercial District the area shown on Map Nos. 2-F and 2-G bounded by

a line 100 feet south of and parallel to West Adams Street; South Halsted Street; West Adams Street; the alley next east of and parallel to South Halsted Street; West Quincy Street; South Halsted Street; a line 200 feet south of and parallel to West Adams Street; and a line 125 feet west of and parallel to South Halsted Street.

The Moody Bible Institute of Chicago -- to classify as an Institutional Planned Development instead of B7-5 General Central Business District, B4-3 and B4-4 Restricted Service Districts, C1-3 and C1-4 Restricted Commercial Districts, and R5 and R6 General Residence Districts the area shown on Map No. 3-F bounded by

a line 370 feet north of and parallel with the north line of West Oak Street; a line 29.87 feet east of and parallel with the east line of North Franklin Street (vacated); West Oak Street; North Wells Street; the north line of West Walton Street; a line 100 feet west of and parallel with the west line of North LaSalle Street; a line 120 feet south of and parallel with the south line of West Oak Street; North LaSalle Street; West Chicago Avenue; North Wells Street; West Institute Place; a line 125 feet west of and parallel with the west line of North Wells Street; West Chestnut Street; North Franklin Street; a line 50.13 feet south of and parallel with West Locust Street; a line 100 feet west of North Franklin Street; West Locust Street; North Franklin Street; the south line of West Walton Street; the alley next east of and parallel with the east line of North Franklin Street; West Locust Street; the alley next west of and parallel with North Wells Street; the north line of West Walton Street; and the east line of the right-of-way of the Chicago Transit Authority.

Premier Ventures-Greenview -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 7-G bounded by

a line 636.18 feet north of and parallel to the north line of West Wrightwood Avenue; the line of North Greenview Avenue; a line 610.18 feet north of and parallel to the north line of West Wrightwood Avenue; and the line of the alley west of and parallel to North Greenview Avenue.

South Archer Associates -- to classify as a C2-4 General Commercial District instead of an M1-4 Restricted Manufacturing District the area shown on Map No. 4-F bounded by

South Archer Avenue; a line 484.6 feet northeast of the intersection of West Cermak Road and South Princeton Avenue, as measured along the southerly line of South Archer Avenue (and perpendicular to South Archer Avenue); the alley next south of South Archer Avenue; and a line 364.6 feet northeast of the intersection of West Cermak Road and South Princeton Avenue, as measured along the southerly line of South Archer Avenue (and perpendicular to South Archer Avenue).

Urban Partners, Limited -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 5-G bounded by

West Dickens Avenue; North Magnolia Avenue; North Nursery Street or the center line thereof as extended where no street exists; and North Lakewood Avenue.

Michael Wenzel -- to classify as an M1-2 Restricted Manufacturing District instead of an R3 General Residence District the area shown on Map No. 8-I bounded by

the alley next north of and parallel to West 35th Street; a line 100 feet west of the alley next west of and parallel to South Western Avenue; West 35th Street; and a line 300 feet west of the alley next west of and parallel to South Western Avenue.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Aetna Life and Casualty and Alan M. Simon, Akres Jr. John, Alexander George, Allstate Ins. Co. (4) Marvin Brown, Roberta DePass, Theodoris Hester, and Jane Nowacki, Anaya Mario, Avery Kashma;

Baha Qudsia, Balthazac Louis, Barron Gayle E., Beaupre John R., Becker Jean M., Bergmann Louise C., Bradley Harold J., Buell Richard J., Burnham Jodie L.;

Cain Deah A., Calumet Harbor Lumber Co., Caudle III William, Chambers Jerry, Charles Viola G., Cirko Jill, Cohen Shirley L.;

Davis Dawn M., Davis Walter W., Denson Alice M.;

Echols Norman L., Economy Fire and Cas. Co. and Victor Hasler, Eichner Barry, Enterprise Leasing Co. of Chicago;

Farmers Ins. Grp. and Thomas Fessett, 49th and Central Currency Exchange;

Gomberg Sheldon S.;

Hadley Gear Mfg. Co., Haft Shari L., Herd David N., Hlady Mary K., Holmes Karen A., Horton Jerry Lee (2), Hughes Daniel;

Imberger Peggy, Inotek Vending Systems, Inc.;

Jamison JoAnne, Jenkins Sheri C.;

Kelly Bridie, Kicyla Peter, Kowaluk Nancy A.;

Landfield Building, Latham Andrea, Little Jimmy L., Lowery Frank J.;

Makino Shigeki, Malay Julie A., Masek James R., McCoy Harriet J., McGowan Mack, Meek-Porter Pearline, Meyers Darletta R., Mitchell Barry, Montes Arturo B., Moretti Luke;

Nichols George A., Nieves Antonio, Novak Timothy R., Nowaczyk Zygmunt;

O'Donnell Ann, O'Neill Lynn A., Otega Maria D.;

Paulson Glenn L., Patrick Media Group Inc.;

Reid-Hart Ainsley, Rounds McKinley;

Samaniego Marina, Sanders Cassandra, Smith Letha A., Soto Elizabeth, State Farm Ins. Co. (3) Frank Krochmal, John C. Mui and Jose Perez, Susberry Leonard;

Testa Louis A., Tunnel Electric Construction Co.;

Veugeler Ginger L., Vidricko John L.;

Washington Clara M., Weiner Irwin, William Manfreda and Scott; Wilson Michael T., Wojciechowski Leonard J., Wooten Yvette;

Zamparo Roger Jr., Zurich American Ins. Co. Grp. and 1150 North Lake Shore Drive Condominium Association.

Referred - RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS
FOR DESIGNATION OF SOLDIERS' HOME AS CHICAGO LANDMARK.

Also, a communication from Mr. William M. McLenahan, Director, Commission of Chicago Landmarks, under date of January 17, 1989, submitting a recommendation that the Soldiers' Home be designated as a Chicago Landmark, which was *Referred to the Committee on Historical Landmark Preservation*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

EXECUTION OF AGREEMENT WITH GREATER CHICAGO FOOD
DEPOSITORY, MR. ROBERT W. STRUBE AND MR. JONATHAN
KOVLER FOR FUNDING AND OPERATION OF "CHICAGO
CHARITABLE DISTRIBUTION FACILITY PROJECT".

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of an agreement with the Greater Chicago Food Depository, Mr. Robert W. Strube and Mr. Jonathan Kovler for the funding and operation of a project known as the "Chicago Charitable Distribution Facility Project".

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Mayor is hereby authorized to execute, on behalf of the City of Chicago, an agreement, substantially in the form attached hereto as Exhibit A, with the Greater Chicago Food Depository, Mr. Robert W. Strube, and Mr. Jonathan Kovler, for funding and operation of a project known as the Mayor's Surplus Produce Project.

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

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

This agreement, entered into as of this first day of February, between the City of Chicago, hereinafter referred to as the City, The Greater Chicago Food Depository, hereinafter referred to as G.C.F.D., Mr. Robert W. Strube, and Mr. Jonathan Kovler, regarding a project to be known as the Mayor's Surplus Produce Project, hereinafter referred to as "the project" as follows:

Witnesseth:

1. Whereas, on a daily basis there are thousands of hungry persons in Chicago who are without food resources; and
2. Whereas, in the South Water Market Produce area, hundreds of pounds of fruits and vegetables are slightly damaged daily due to mishandling, improper temperature control etc., resulting in discarded/wasted produce; and
3. Whereas, the Greater Chicago Food Depository is able to reclaim and distribute that product to its certified or recommended agencies on an ongoing basis; and

4. Whereas, Robert W. Strube, President of Strube Celery and Vegetable Company, has offered 4,000 square feet in his warehouse, located at 45 -- 47 South Water Market, as a receiving, inspection and distribution center free of charge to this project; and
5. Whereas, Jonathan Kovler, has agreed to make a donation of up to \$40,000 to cover any salary and other costs incurred in the project; and
6. Whereas, the City of Chicago Department of Health has agreed to make available a certified inspector each weekday during working hours to evaluate the condition of the donated produce, to separate that which is not edible for garbage pickup and to determine and dispatch that which is edible for distribution to G.C.F.D. or agencies certified or referred by them;

Now, therefore, the parties hereto agree as follows:

1. The term of this agreement is from February 1, 1989 through January 31, 1990.
2. All distributors of produce in the South Water Market will be encouraged to donate surplus or damaged but edible product to the project for evaluation.
3. Mr. Robert W. Strube will make available at no expense to the project or parties, 4,000 square feet of usable warehouse space at 45 -- 47 South Water Market.
4. The City will provide all utilities, phone, related costs, free garbage removal and product moving equipment. Normal and reasonable costs, except for garbage removal, will be reimbursed from project funds.
5. Mr. Kovler will donate the sum of \$40,000 to G.C.F.D., an Illinois not-for-profit tax exempt corporation, (from both federal and state taxes), which will serve as the project fiscal manager by following A.I.C.P.A. fund accounting guidelines. Reports will be available on a monthly basis.
6. G.C.F.D. will provide reimbursement of normal and reasonable project costs to the extent of the funds donated to this project.
7. G.C.F.D. will subcontract with the City of Chicago Department of Health to reimburse them for normal salary and fringe benefit costs related to the project.
8. The City of Chicago Board of Health will provide a certified inspector each weekday during working hours who will evaluate the condition of the donated produce, separate potentially edible product from discards, arrange for garbage disposal of discards as well as arranging for dispatch and pickup of potentially edible product to G.C.F.D. certified or recommended recipient

agencies. While the primary duties of product dispatch will be those of the city inspector, G.C.F.D. agrees to assist in product dispatch when necessary.

9. All parties to this agreement will be held harmless from liability under the Illinois Good Samaritan Food Donor Act.
10. Each party within this agreement, whether corporate or individual, agrees to indemnify, defend and hold harmless all other parties, individually and collectively, their agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, arising from or connected with any other party, contractual obligations or services hereunder, except for any act or omission attributable to another party's negligence, omission or wrongful act.
11. This agreement may be terminated by any or all parties by giving a thirty-day written notice.
12. All parties agree to comply with all applicable federal, state and local laws, regulations and ordinances, and all provisions required thereby to be included herein, are hereby incorporated by this reference.
13. Notice and communications provided for herein shall be directed by first class prepaid mail to the parties herein as follows:
 - a. City of Chicago: Addressed to Ms. Sharon Gist Gilliam, Chief Administrative Officer, City of Chicago, Room 603 City Hall, 121 North LaSalle Street, Chicago, IL 60602;
 - b. Greater Chicago Food Depository: Addressed to Steven Whitehead, Executive Director, Greater Chicago Food Depository, 4529 South Tripp, Chicago, IL 60632;
 - c. Robert W. Strube: Robert W. Strube, President, Strube Celery and Vegetable Company, 108 South Water Market, Chicago, IL 60608; and
 - d. Jonathan Kovler: Jonathan Kovler, 500 North Michigan Avenue, Suite 1108, Chicago, IL 60611.

In Witness Whereof, the parties hereto have executed this agreement as of the date first above written.

[Signature forms omitted for printing purposes.]

TRANSFER AND APPLICATION OF FUNDS STANDING TO
CREDIT OF CITY FOR VARIOUS PROJECTS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the transfer of funds generated through Public Building Commission of Chicago revenue bonds and standing to the credit of the City of Chicago for the city's portion of the Daley Center operation and maintenance budget and for various capital projects.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Public Building Commission of Chicago has issued and sold revenue bonds, and the City of Chicago has entered into leases with the Public Building Commission of Chicago for the use and occupancy of the following buildings and facilities owned and constructed or renovated by the Public Building Commission of Chicago with said bond proceeds; and the City of Chicago has adopted ordinances for the levy and collection of taxes against all taxable properties within its boundaries sufficient to pay the rentals provided by said leases:

Building Or Facility	Lease	Bond Indenture
Incinerator Residue Disposal Site, Stearns Quarry (CS-2)	Recorded January 4, 1971, as Document No. 21357855 (dated December 1, 1970)	\$56,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1971*

* Also involves other projects for other lessees.

Building Or Facility	Lease	Bond Indenture
Fire Stations CF-2, CF-3, CF-4, CF-5, CF-6, CF-7 CF-8 and CF-11	Recorded June 30, 1971, as Document No. 21530403 (dated June 30, 1971)	\$135,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1971*
Health Center, CH-1		
Sanitation Facilities CS-1, CS-3 and CS-6		
Police Facilities CP-1 and CP-2		
Health Center, CH-3	Recorded December 31, 1974, as Document No. 22951246 (dated December 26, 1974)	\$38,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1975*
Sanitation Facilities CS-4		
Fire Stations CF-1, CF-9 and CF-10	Recorded November 20, 1975 as Document No. 23299558 (dated November 6, 1975)	\$36,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1975
Health Center, CH-2		
Police Academy, CP-4		
Central Library Building CPL-1		
Police Facilities CP-5 and CP-8	Recorded July 21, 1978, as Document No. 24546590 (dated June 15, 1978)	\$30,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1978
Sanitation Facilities CS-5, CS-11, CS-12 and CS-13		
Library for Handicapped CPL-2		

* Also involves other projects for other lessees.

Building Or Facility	Lease	Bond Indenture
Navy Pier - Phase I	Recorded October 23, 1979, as Document No. 25205132 (dated September 12, 1979)	\$29,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1979

; and

WHEREAS, Under the provisions of said Bond Indentures that portion of the rentals paid to the Public Building Commission of Chicago pursuant to the terms of said leases and not required for the payment of interest, principal, and/or costs associated with administration, maintenance and operation, renewal, replacement, and improvement, under the terms of said Bond Indentures, may be transferred by the Public Building Commission of Chicago for additional administrative expenses incident to projects constructed or renovated by the Commission for the City of Chicago under the particular Bond Indenture involved; or to the Construction Accounts of the Commission for projects constructed or renovated by the Commission for the City of Chicago under the particular Bond Indenture; and

WHEREAS, Any funds remaining to the credit of the City of Chicago in the Commission's various surplus accounts, after making the aforesaid transfers and payments, will be credited (unless otherwise directed by the City of Chicago, as hereinafter proposed) to the next annual rentals due and payable by the City of Chicago to the Public Building Commission of Chicago under the applicable lease and Bond Indenture; and

WHEREAS, The Public Building Commission of Chicago anticipates that as of December 31, 1988, the following funds will be in the surplus accounts under the indicated Bond Indentures to the credit of the City of Chicago:

Bond Indenture	Lease	Project	Anticipated Surplus
\$56,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1971	Recorded January 4, 1971, as Document No. 21357855 (dated December 1, 1970)	Incinerator Residue Disposal Site Stearns Quarry	\$2,430,000
\$135,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1971	Recorded June 30, 1971, as Document No. 21530403 (dated June 30, 1971)	CF-2, CF-3, CF-4, CF-5, CF-6, CF-7, CF-8, CF-11, CH-1 CS-1, CS-3, CS-6, CP-1 and CP-2	774,300

Bond Indenture	Lease	Project	Anticipated Surplus
\$38,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1975	Recorded December 31, 1974, as Document No. 22951246 (dated December 26, 1974)	CH-3 CS-4	\$38,400
\$36,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1975	Recorded November 20, 1975, as Document No. 23299558 (dated November 6, 1975)	CF-1, CF-9 CF-10, CH-2, CP-4 and CPL-1	550,000
\$30,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1978	Recorded July 21, 1978 as Document No. 24546590 (dated June 15, 1978)	CP-5, CP-8 CS-5, CS-11, CS-12, CS-13 and CPL-2	6,550,000
\$29,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1979	Recorded October 23, 1979 as Document No. 25205132 (dated September 12, 1979)	Navy Pier- Phase I	120,000

; and

WHEREAS, The Public Building Commission of Chicago has approved a budget in the amount of \$16,796,704 for the proper operation, maintenance, and repair of the Richard J. Daley Center (including steam to the City Hall) for the fiscal year January 1, 1989 to December 31, 1989, and the City of Chicago's share of said budget is \$2,813,964; and

WHEREAS, The Public Building Commission has, by resolution of its Board of Commissioners, requested the City of Chicago to approve and consent to the allocation, transfer and use of said surplus funds of \$4,765,085, without prior appropriation by the City Council of the City of Chicago, as follows:

Bond Indenture	Lease	Purpose	Amount
\$56,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1971	Recorded January 4, 1971, as Document No. 21357855 (dated December 1, 1970)	Transfer to the credit of the City of Chicago cost of city facilities -- minor renovations at various locations	\$ 48,615
\$135,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1971	Recorded June 30, 1971, as Document No. 21530403 (dated June 30, 1971)	Transfer to the credit of the City of Chicago cost of city facilities -- minor renovations at various locations	405,660
\$38,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1975	Recorded December 31, 1974, Document No. 22951246 (dated December 26, 1974)	Transfer to the credit of the City of Chicago cost of city facilities -- minor renovations at various locations	38,400
\$36,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1975	Recorded November 20, 1975, as Document No. 23299558 (dated November 6, 1975)	Transfer to the credit of the City of Chicago cost of city facilities -- minor renovations at various locations	550,000
\$30,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1978	Recorded July 21, 1978, as Document No. 24546590 (dated June 15, 1978)	Transfer to the credit of the City of Chicago cost of city facilities -- minor renovations at various locations	788,446
		Toward the city's share of the operating maintenance and repair budget for the Richard J. Daley Center (including steam to City Hall) for the period January 1, 1989 to December 31, 1989	2,813,964

Bond Indenture	Lease	Purpose	Amount
\$29,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1979	Recorded October 23, 1979, as Document No. 25205132 (dated September 12, 1979)	Transfer to the credit of the City of Chicago cost of city facilities -- minor renovations at various locations	\$120,000

; now, therefore,

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

SECTION 1. That the City of Chicago does hereby approve and authorize the transfer and application of the moneys, in the estimated amount of \$2,813,964 standing to its credit on December 31, 1988, in the Surplus Account under that certain Bond Indenture for \$30,000,000 Public Building Commission of Chicago Revenue Bonds, Series 'A' of 1978, in satisfaction and payment of its portion, namely \$2,813,964 of said Budget for the operation, maintenance and repair of the Richard J. Daley Center for the fiscal year January 1, 1989 to December 31, 1989.

SECTION 2. That the City of Chicago does hereby approve and authorize the transfer and application of \$1,951,121 of the balance of the moneys in the estimated amount of \$7,648,736 standing to its credit on December 31, 1988, in the Surplus Account under the various Bond Resolutions to the following projects:

Resolutions to the following projects:

Bond Resolution	Amount	Project And Purpose
\$56,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1971	\$48,615	Construction Account for city facilities -- minor renovations at various locations
\$135,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1971	405,660	Construction Account for city facilities -- minor renovations at various locations

Bond Resolution	Amount	Project And Purpose
\$38,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1975	\$ 38,400	Construction Account for city facilities -- minor renovations at various locations
\$36,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1975	550,000	Construction Account for city facilities -- minor renovations at various locations
\$30,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1978	788,446	Construction Account for city facilities -- minor renovations at various locations
\$29,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1979	120,000	Construction Account for city facilities -- minor renovations at various locations

SECTION 3. That this ordinance shall be in full force and effect immediately upon its passage and publication as required by law.

ISSUANCE OF CHICAGO O'HARE INTERNATIONAL AIRPORT
INTERNATIONAL TERMINAL SPECIAL REVENUE
BONDS, SERIES 1989A.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing and providing for the issuance of Chicago O'Hare International Airport International Terminal Special Revenue Bonds, Series 1989A.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City owns and operates Chicago-O'Hare International Airport (the "Airport"); and

WHEREAS, The current international terminal at the Airport is an interim facility used for processing of all arriving international passengers at the Airport, and for the departure of passengers of certain airlines operating international flights at the Airport; and

WHEREAS, The City and airlines have begun to design and plan a new permanent International Terminal at the Airport, including, without limitation, a terminal building, equipment, aircraft apron and fueling system and other related facilities (the "International Terminal"), to be owned and operated by the City; and

WHEREAS, The City does not have sufficient funds available to it to pay the costs of designing and planning the International Terminal; and

WHEREAS, It is necessary and in the best interests of the City, to borrow an amount not to exceed the sum of \$12,000,000 by issuing International Terminal Special Revenue Bonds, Series 1989A (the "Series 1989A Bonds") to pay a portion of the costs of designing and planning the International Terminal and related costs including capitalized interest, letter of credit fees and other bond costs of the Series 1989A Bonds; and

WHEREAS, It is necessary and in the best interests of the City, in order to secure and provide for the issuance of the Series 1989A Bonds to enter into an Indenture of Trust (the "Indenture") relating to the Series 1989A Bonds with a Trustee (the "Trustee"); and

WHEREAS, The City and certain airlines are in the process of negotiating an International Terminal Use Agreement and Facilities Lease relating to the construction and use of the new permanent International Terminal; and

WHEREAS, The City anticipates that the Series 1989A Bonds will be refunded by the issuance of bonds by the City to provide for the permanent financing of the costs to the City of the International Terminal, if it is determined to proceed with construction and acquisition of the International Terminal; and

WHEREAS, To secure the Series 1989A Bonds, it is deemed to be in the best interests of the City to obtain a Letter of Credit; and

WHEREAS, It is necessary for the City to enter into a Reimbursement Agreement and Credit Facility (the "Reimbursement Agreement"), between the City and the Bank which provides the Letter of Credit, evidencing the City's obligation to that Bank to repay drawings under the Letter of Credit; and

WHEREAS, It may be necessary or desirable to issue additional series of Bonds after the Series 1989A Bonds for the purposes of designing and planning the International Terminal; and

WHEREAS, It is necessary and in the best interests of the City to provide for the sale of the Series 1989A Bonds and such additional series of bonds as may be necessary; and

WHEREAS, The City anticipates entering into Chicago O'Hare International Terminal Financing Agreements (the "International Terminal Financing Agreements") with various international carriers (the "International Terminal Airline Parties") to provide a source of payment and security for the Series 1989A Bonds and, with the approval of certain International Terminal Airline Parties, one or more additional series of bonds, the total principal amount of which, together with the principal amount of the Series 1989A Bonds shall not exceed \$22,000,000, and for reimbursement for draws on letters of credit for such International Terminal Bonds, to the extent not available from proceeds of those Bonds, even if the City does not proceed to finance the construction and acquisition of the International Terminal; and

WHEREAS, The City also anticipates entering into Chicago O'Hare International Airport International Terminal Design Agreements (the "Design Agreements") with the International Terminal Airline Parties governing the City's obligation with respect to designing and planning the International Terminal; now, therefore,

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

SECTION 1. Findings.

The City Council finds and declares as legislative findings each statement set forth in the "Whereas" clauses to this Ordinance.

SECTION 2. Definitions.

All terms defined in the "Whereas" clauses of this Ordinance shall have the same meanings in the rest of this Ordinance. "International Terminal Special Revenues" means all receipts by the City or the Trustee of Financing Costs pursuant to any International Terminal Financing Agreement, and interest and investment earnings on certain Funds established by the Indenture. All capitalized terms in this Ordinance not otherwise specifically defined in this Ordinance shall have the meanings for those terms as set forth in the Indenture.

SECTION 3. Authorization Of Series 1989A Bonds.

There are authorized by this Ordinance to be issued Series 1989A Bonds in the aggregate principal amount of not to exceed \$12,000,000. The proceeds of the Series 1989A Bonds shall be used to pay or make reimbursements for costs of planning and designing the International Terminal, for paying costs of issuing the Series 1989A Bonds, for paying interest, obligations under the Reimbursement Agreement for draws on the Letter of Credit to pay interest on Series 1989A Bonds, letter of credit fees and other Bond Costs with respect to the Series 1989A Bonds, all as provided in the Indenture. The amounts received upon the sale of the Series 1989A Bonds and all interest and other investment earnings on those amounts are appropriated for those purposes, and as provided in the Indenture. No Series 1989A Bonds shall be issued unless the City shall have entered into and there shall be in effect one or more International Terminal Financing Agreements which provide a source for payment of all obligations of the City with respect to the Series 1989A Bonds and under the Reimbursement Agreement.

SECTION 4. Provisions For Series 1989A Bonds And Indenture.

(a) The Series 1989A Bonds shall initially be dated as of their first authentication and delivery by the Trustee. Series 1989A Bonds subsequently issued shall be dated as provided in the Indenture.

(b) The Series 1989A Bonds shall bear interest in accordance with the provisions of the Indenture. The Series 1989A Bonds initially shall bear interest at a Variable Interest Rate as described in the Indenture. The Variable Interest Rate shall be established pursuant to the Indenture by the Remarketing Agent, and shall vary as may be necessary to cause the Series 1989A Bonds to be remarketed from time to time at a price equal to their principal amount. Upon conversion to a Fixed Interest Rate, interest shall be payable at the rate and at the times specified or provided for in the Indenture, being established by the Remarketing Agent as the lowest interest rate necessary to enable the Series 1989A Bonds to be remarketed at a price equal to their principal amount on the Conversion Date. The Series 1989A Bonds shall not bear interest at a Variable Interest Rate in excess of 25% per year, or at a Fixed Interest Rate in excess of 15% per year. Moreover, the Series 1989A Bonds, other than Bank Bonds, shall not bear interest at a Variable Interest Rate in excess of the maximum interest rate used from time to time in calculating the stated amount of the Letter of Credit for the Series 1989A Bonds. Initially that maximum rate is 12% per year.

(c) The Series 1989A Bonds shall mature on January 1, 1998, and be subject to redemption prior to that time as provided in the Indenture.

(d) The Series 1989A Bonds shall be in substantially the form set forth in Exhibit A to the Indenture. The Series 1989A Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor of the City and the City Comptroller and

attested by the manual or facsimile signature of the City Clerk of the City and the seal of the City or a facsimile of the seal shall be affixed, imprinted, engraved or otherwise reproduced on the Series 1989A Bonds.

(e) Subject to the limitations set forth in this section, authority is delegated to either the Mayor or the City Comptroller to determine the aggregate principal amount of Series 1989A Bonds to be issued in an amount not to exceed \$12,000,000, the date of issuance of the Series 1989A Bonds, the schedule of Sinking Fund Payments to be applied to the mandatory redemption of the Series 1989A Bonds (at a Redemption Price equal to the principal amount of each Series 1989A Bond so to be redeemed, without premium), the first such mandatory redemption being not prior to July 1, 1991, the initial rate of interest payable on the Series 1989A Bonds and the first interest payment date for the Series 1989A Bonds.

(f) The Mayor or the City Comptroller of the City is authorized and directed to execute and deliver or cause to be delivered, an Indenture substantially in the form attached to this Ordinance, with such changes, omissions, insertions and revisions as the Mayor or City Comptroller shall deem advisable. The City Clerk is authorized and directed to attest that Indenture, and to affix the seal of the City (or a facsimile) on it. The form, terms and provisions of the Indenture are in all respects approved and accepted. The terms and provisions of the Series 1989A Bonds, their security and details, the rights of the Owners of the Series 1989A Bonds and the ability to issue additional International Terminal Bonds shall be as set forth in this Ordinance and the Indenture. The Indenture shall govern the rights, duties and powers of the Trustee.

SECTION 5. Series 1989A Bonds And Promissory Notes Are Special Limited Obligations.

(a) The Series 1989A Bonds and all obligations of the City under the Reimbursement Agreement (including under any promissory notes issued as provided in the Reimbursement Agreement) or any other Bank Agreement shall be special limited obligations of the City, with a claim for payment solely from the Funds established under the Indenture (other than Rebate Fund and the Project Fund), from International Terminal Special Revenues, and from amounts paid to the Trustee from draws on the Letter of Credit or pursuant to any Substitute Credit Facility (with respect to payments made under that Letter of Credit or Substitute Credit Facility to pay principal, Redemption Price or interest on, the Series 1989A Bonds). The payment of the Purchase Price of the Series 1989A Bonds shall be made solely from the sources as provided in the Indenture. The Series 1989A Bonds are not general obligations of the City. The City's full faith and credit are not pledged to the Series 1989A Bonds.

(b) All obligations of the City under the Indenture or under the Series 1989A Bonds, the Reimbursement Agreement, the promissory notes, any other Bank Agreement or any related documents to any person including without limitation the Owners of the Series 1989A Bonds, the Trustee, the Bank, any Paying Agents, the Remarketing Agent and the Tender Agent to the extent that those obligations result in a monetary imposition on the

City (including without limitation any obligation to indemnify any person), are special limited obligations of the City, with a claim for payment solely from the Funds established under the Indenture (other than the Rebate Fund and the Bond Fund), from International Terminal Special Revenues, and from amounts paid to the Trustee from draws on the Letter of Credit or any Substitute Credit Facility (with respect to payments made under that Letter of Credit or Substitute Credit Facility to pay principal of, Redemption Price of, or interest on the Series 1989A Bonds). In no event shall the City have any obligation to apply or advance any other funds of the City as a result of or in connection with the obligations and undertakings of the City in their Ordinance, the Indenture, the Series 1989A Bonds, the Reimbursement Agreement, any other Bank Agreement, the Remarketing Agreement or any related documents.

(c) In addition, the City shall not be liable for monetary liability or damages to any person (including, without limitation, the Trustee, the Remarketing Agent, the Tender Agent, any Paying Agent, the Bank, any provider of a Substitute Credit Facility or Owners of any Series 1989A Bonds) (i) for any failure by any person, including without limitation the City, to carry out covenants in the Indenture or the Reimbursement Agreement or other Bank Agreement or to enforce its rights under any such documents or (ii) for any failure or omission in connection with the issuance and sale of the Series 1989A Bonds, the Indenture, the Reimbursement Agreement or other Bank Agreement, the Remarketing Agreement or any transactions contemplated by those documents, except from the sources referred to in paragraph (b) of this section.

SECTION 6. Security For The Series 1989A Bonds.

The Series 1989A Bonds shall be secured as provided in the Indenture, including by a pledge and assignment of and lien and security interest in the International Terminal Special Revenues and the Funds established by the Indenture (other than the Rebate Fund and the Project Fund) and held by the Trustee, and from amounts paid to the Trustee from related draws on the Letter of Credit or Substitute Credit Facility. That pledge, assignment, lien and security interest shall be valid and binding and immediately effective upon the issuance of the Series 1989A Bonds without any physical delivery, filing, recording or further act, and shall be valid and binding as against, and superior to any claims of all others having claims of any kind against the City or any other person, regardless of whether such other parties have notice of the pledge, assignment, lien or security interest. All Funds provided for under the Indenture, all International Terminal Special Revenues and all amounts paid to the Trustee from draws on the Letter of Credit or any Substitute Credit Facility are irrevocably appropriated for the purposes specified in the Indenture.

SECTION 7. Contract.

This Ordinance and the Indenture shall constitute a contract with the Owners of the Series 1989A Bonds and any other Bonds authorized by this Ordinance from time to time and shall continue in effect until the principal of and interest on the Series 1989A Bonds

and any other Bonds authorized by this Ordinance, and reimbursement to the Bank shall have been fully paid or provision for that payment has been made.

SECTION 8. Approval Of Form Of The Financing Agreements And Design Agreements.

The City shall enter into International Terminal Financing Agreements and Design Agreements with one or more International Terminal Airline Parties. The International Terminal Financing Agreements constitute Special Facility Financing Arrangements and the Series 1989A Bonds and any other Bonds authorized by this Ordinance constitute Special Facility Revenue Bonds, in both cases within the meaning of the City's General Airport Revenue Bond Ordinance, adopted March 31, 1983. The Design Agreements govern the City's obligations with respect to designing and planning the International Terminal and other matters and provide, under certain circumstances, for imposition of a surcharge on the fees and charges of international carriers at the Airport which do not execute Financing Agreements. The Design Agreements are independent from the Financing Agreements. The forms of the International Terminal Financing Agreement and of the Design Agreement attached to this Ordinance are approved in all respects. The Mayor, the City Comptroller or Commissioner of Aviation is authorized to execute and deliver the International Terminal Financing Agreements and Design Agreements for and on behalf of the City and the City Clerk is authorized to attest the Financing Agreements and the Design Agreements and to affix the corporate seal of the City or a facsimile of such corporate seal on them. The International Terminal Financing Agreements and the Design Agreements shall be substantially in the form presented to this meeting, with such changes consistent with this Ordinance as shall be approved by the Mayor, the City Comptroller or Commissioner of Aviation.

SECTION 9. Approval Of Form Of The Reimbursement Agreement And Remarketing Agreement; Authorization Of Promissory Notes.

The City shall enter into a Reimbursement Agreement providing for a Letter of Credit securing the Series 1989A Bonds in the stated amount of not to exceed \$12,500,000, and a Remarketing Agreement with the Remarketing Agent for the Series 1989A Bonds. The Mayor or the City Comptroller is authorized and directed to select a Bank to provide the Letter of Credit, so that the Series 1989A Bonds shall be properly secured. The annual fees of the Letter of Credit Bank shall not exceed .30% of the stated amount of the Letter of Credit. The forms of the Reimbursement Agreement and Remarketing Agreement presented to this meeting are approved in all respects. The Mayor or the City Comptroller is authorized to execute and deliver the Reimbursement Agreement and the related promissory notes (evidencing obligations to reimburse the Bank), and the Remarketing Agreement for and on behalf of the City. The Reimbursement Agreement, promissory notes and Remarketing Agreement shall be substantially in the forms presented with this Ordinance, with such changes or revisions consistent with this Ordinance as shall be approved by the Mayor or the City Comptroller. The interest rate payable on any such promissory note shall not exceed 25% per year.

SECTION 10. Approval Of Forms Of Contract Of Purchase And Offering Circular; Executing And Delivery Of Contract Of Purchase.

(a) Subject to the limitations contained in this Ordinance, authority is delegated to the Mayor or the City Comptroller to sell with the concurrence of the Chairman of the Committee on Finance of the City Council, the Series 1989A Bonds on a negotiated basis to the Underwriter named in and pursuant to the terms and provisions of the Contract of Purchase. The aggregate purchase price of the Series 1989A Bonds paid to City shall not be less than ninety-eight percent (98%) of the principal amount of the Series 1989A Bonds to be issued plus accrued interest on the Series 1989A Bonds from their date to the date of delivery and payment of the Series 1989A Bonds.

(b) The City shall enter into a Contract of Purchase with the Underwriter. The form of the Contract of Purchase presented to this meeting is approved in all respects. The Mayor or the City Comptroller is authorized and directed to execute and deliver a Contract of Purchase substantially in the form of the Contract of Purchase presented to this meeting, together with such changes, revisions and completions of the Contract of Purchase as may be approved by the Mayor or the City Comptroller, as the case may be, subject to the limitations of this Ordinance, with the Contract of Purchase being signed as well by the Chairman of the Committee on Finance of the City Council showing his concurrence that the sale is authorized by this Ordinance.

(c) The City authorizes distribution of the Offering Circular prepared in connection with the sale of the Series 1989A Bonds by the Underwriter in substantially the form presented with this Ordinance, with such changes, omissions, insertions and revisions as the Mayor or the City Comptroller, as the case may be, shall deem advisable.

SECTION 11. Appointment Of The Remarketing Agent, Tender Agent And The Trustee.

The City appoints Smith Barney, Harris Upham & Co., Inc. and Grigsby, Brandford & Co., Inc. as the Underwriters of the Series 1989A Bonds; the City appoints Smith Barney, Harris Upham & Co., Inc. as Remarketing Agent with respect to the Series 1989A Bonds; the City appoints Harris Trust and Savings Bank as the Trustee under the Indenture, subject in each case to appointment by the Mayor or City Comptroller of other entities for those positions should the City fail to reach agreement with those so named. The Mayor or the City Comptroller is authorized and directed to select a suitable institution having offices in New York City to act as Tender Agent under the Indenture. If the City elects to terminate Smith Barney, Harris Upham & Co., Inc. as Remarketing Agent with respect to the Series 1989A Bonds, pursuant to the terms of the Remarketing Agreement, the Mayor or City Comptroller are authorized and directed to select a suitable institution to act as a successor Remarketing Agent.

SECTION 12. Additional Bonds.

(a) There is also authorized to be issued one or more additional series of International Terminal Special Revenue Bonds, on a parity with the Series 1989A Bonds as to their claim for payment for International Terminal Special Revenues. The total aggregate principal amount of the additional series of International Terminal Special Revenue Bonds shall, together with the Series 1989A Bonds, not exceed \$22,000,000. Any such additional series of Bonds shall be issued on or before December 31, 1990. Proceeds of any such additional series of Bonds shall be used for the purposes set forth in Section 3 of this Ordinance, and for paying costs of issuing such additional series of Bonds and for paying interest, reimbursing a provider of a letter of credit for draws to pay interest, and paying letter of credit fees and other Bond Costs with respect to such further series of Bonds, as provided in the Indenture. Amounts received upon the sale of those further series of Bonds and all interest and other investment earnings on those amounts are appropriated for those purposes and as provided in the Indenture. Such additional series of Bonds shall be dated, have a remarketing agent under a remarketing agreement, mature, have purchase provisions, bear interest, be subject to redemption, be in the form, be executed, be secured (except as provided in paragraph (c) of this section) all in the same manner as provided in this Ordinance for the Series 1989A Bonds. No series of Bonds after the Series 1989A Bonds shall be issued unless the Financing Agreements provide a source of payment for all the additional series of Bonds, for obligations under any reimbursement agreement with respect to such additional series of Bonds and for Bond Costs for such additional series of Bonds, the same as with respect to the Series 1989A Bonds.

(b) Authority is delegated to either the Mayor or the City Comptroller to make the determinations with respect to any such additional series of Bonds authorized by this Ordinance in the same manner and subject to the same limitations as provided for Series 1989A Bonds in this Ordinance (except as to the maximum principal amount which shall be as limited by paragraph (a) of this section). The Mayor or the City Comptroller of the City is authorized to execute and deliver or cause to be delivered Supplemental Indentures to the Indenture with respect to such further series of Bonds, setting forth details of such additional series of Bonds in accordance with this section. The Indenture and such Supplemental Indentures shall in all respects govern such additional series of Bonds.

(c) The Mayor or the City Comptroller at any time is authorized to enter into a reimbursement agreement, in substantially the same form as is provided for the Series 1989A Bonds, providing for one or more letters of credit securing such additional series of Bonds in a stated amount equal to the principal amount of such further series of Bonds, plus interest for the same period and at the same maximum rate as provided for the Series 1989A Bonds. Those officers may execute promissory notes with respect to such additional series of Bonds as provided in such a reimbursement agreement. Those officers are authorized to select a bank or banks to provide such a letter or letters of credit, which need not be the same as the Bank for the Series 1989A Bonds.

(d) Each series of Bonds authorized by this Ordinance, all obligations of the City under related Bank Agreements (including any promissory notes issued under them), payment of all purchase price and all obligations of the City under any documents relating to such additional series of Bonds shall be limited obligations the same as with respect to the Series

1989A Bonds (except that separate letters of credit may secure such additional series of Bonds). The limitations on the City's monetary liability or damages as provided in this Ordinance shall also apply to any such additional series of Bonds.

(e) The Mayor or City Comptroller is authorized to sell with the concurrence of the Chairman of the Committee on Finance of the City Council, any such additional series of Bonds to the same extent and in the same manner as provided in the Ordinance with respect to the Series 1989A Bonds and to execute a contract of purchase in connection with that sale in a form substantially the same as the Contract of Purchase for the Series 1989A Bonds.

SECTION 13. Performance Provisions.

(a) To evidence the exercise of the authority delegated in this Ordinance, including in Sections 4, 9, 10 and 12, the Mayor or the City Comptroller, as the case may be, is directed to execute and file with the Trustee and with the City Clerk, with respect to the Series 1989A Bonds and with respect to each other series of Bonds authorized by this Ordinance, a certificate setting forth the determinations made by him pursuant to the authority granted in such sections, and setting forth such additional determinations as may be required pursuant to the Indenture, which certificate shall constitute conclusive evidence of the proper exercise by him of such authority. Contemporaneously with the filing of such certificate, the Mayor or City Comptroller shall also file with the City Clerk one copy of the Indenture, any Supplemental Indenture, the Offering Circular, Reimbursement Agreement, Letter of Credit, Remarketing Agreement and the executed Contract of Purchase, which filings shall be made as soon as practicable subsequent to the execution of the Contract of Purchase. The City Clerk shall direct copies of such filings to the City Council.

(b) The Mayor, the City Treasurer, the Commissioner of the Department of Aviation, the City Comptroller and the City Clerk, from time to time in office, for and on behalf of the City shall be, and each of them is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this Ordinance and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance.

SECTION 14. Proxies.

The Mayor and the City Comptroller may each designate another person to act as their respective proxy and to affix their respective signatures to, Series 1989A Bonds, or other Bonds of any other series authorized by this Ordinance, and to any other instrument, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this Ordinance. In each case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the City Comptroller, respectively, executed

by the person so designated, shall be attached to each notice. Each notice, with signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor or City Comptroller is so placed on an instrument, certificate or document, that signature, in all respects, shall be as binding on the City as if signed by the Mayor or City Comptroller in person.

SECTION 15. Approval Of Plan Of Finance.

A public hearing was held on January 30, 1989, by the City Council's Committee on Finance on a financing plan for the International Terminal, pursuant to a notice published in the Chicago Tribune, a copy of which notice is presented with this Ordinance. That hearing is approved. The Financing Plan as described in that notice is approved.

SECTION 16. Severability.

If any article, section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such article, section, paragraph, clause or provision shall not effect any remaining provisions.

SECTION 17. Prior Inconsistent Ordinances.

If any provision of this Ordinance is in conflict with or inconsistent with any ordinances or resolutions or parts of ordinances or resolutions or other proceedings of the City in effect as of the date of the enactment of this Ordinance, the provisions of this ordinance shall supersede any conflicting or inconsistent provision to the extent of such conflict or inconsistency.

SECTION 18. Effective Date.

The City Clerk is authorized and directed to publish this Ordinance, excluding its attachments, in pamphlet form. This Ordinance shall take effect ten days after being so published.

Indenture of Trust, International Terminal Financing Agreement, International Terminal Design Agreement, Reimbursement Agreement and Credit Facility, Remarketing Agreement, Contract of Purchase and Offering Circular attached to this ordinance read as follows:

City Of Chicago

*Chicago O'Hare International Airport
International Terminal Special Revenue Bonds.*

Series 1989A

Indenture Of Trust.

This Indenture, made and entered into as of the ___ day of _____, 1989, is by and between the City of Chicago, a municipal corporation and home rule unit of local government, and Harris Trust and Savings Bank as Trustee.

Article I.

City; Definitions.

101. Authority For This Indenture.

This Indenture was authorized by an Ordinance adopted by the City Council on _____, 1989. By execution of this Indenture, the City certifies that the provisions of this Indenture are substantially similar to the form of Indenture approved by that Ordinance.

102. Indenture Constitutes Contract.

In consideration of the purchase and acceptance of any and all of the Bonds issued under this Indenture by those who shall own those Bonds from time to time, this Indenture shall be deemed to be and shall constitute a contract between the City and the Owners of the Bonds, and between the City and any Bank. The pledges, assignments and grants of liens and security interests made in this Indenture and the covenants and agreements set forth in this Indenture to be performed by the City shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds. All of the Bonds, without regard to the time or times of their issue or delivery, shall be of equal rank without preference, priority

or distinction of any of the Bonds over any other of the Bonds, except as expressly provided in or permitted by this Indenture.

103. Definitions.

The following terms shall, for all purposes of this Indenture, have the following meanings unless the context shall clearly indicate some other meaning:

"Airport" means Chicago-O'Hare International Airport.

"Authorized Denominations" means (i) during any Variable Interest Rate Period, \$100,000 or any integral multiple of \$50,000 in excess of \$100,000, and (ii) after the Conversion Date, \$5,000, or any integral multiple of that sum.

"Authorized Officer" means any officer or employee of the City who is authorized to perform specific acts or duties by ordinance or resolution duly adopted by the City.

"Bank" or "Banks" means the provider of an L.O.C. or of any Substitute Credit Facility from time to time in effect.

"Bank Agreement" means any agreement between the City and a Bank pursuant to which a Bank issues an L.O.C., or any Substitute Credit Facility and by which the City agrees to reimburse a Bank for amounts drawn under the L.O.C. or Substitute Credit Facility.

"Bank Bonds" means any Bonds registered in the name of a Bank as a result of those Bonds being purchased by the Tender Agent from moneys advanced under an L.O.C. or any Substitute Credit Facility.

"Bank Default" means:

(a) the failure of a Bank to honor a draw on a L.O.C. or Substitute Credit Facility; or

(b) an order or decree shall be entered, appointing a receiver, receivers, custodian or custodians for any of the revenues of the Bank or approving a petition filed against the Bank seeking reorganization of the Bank under the federal bankruptcy laws or any other similar law or statute of the United States of America or any state thereof, or if any such order or decree, having been entered without the consent or acquiescence of the Bank, shall not be vacated or discharged or stayed on appeal within sixty (60) days after the entry thereof; or

(c) any proceeding shall be instituted, with the consent or acquiescence of the Bank, or any plan shall be entered into by the Bank for purposes of effecting a composition between the Bank and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted; or

(d) if the Bank (1) files a petition in bankruptcy or under Title 11 of the United States Code, as amended, (2) makes an assignment for the benefit of its creditors, (3) consents to the appointment of a receiver, custodian or trustee for itself or the whole or any part of its property or (4) is generally not paying its debts as such debts become due; or

(e) if (i) the Bank is adjudged insolvent by a court of competent jurisdiction, (ii) on a petition in bankruptcy filed against the Bank it is adjudged a bankruptcy, or (iii) an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Bank a receiver, custodian or trustee of the Bank or of the whole or any part of its property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof; or

(f) if the Bank shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof; or

(g) if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Bank or of the whole or any substantial part of its property, and such custody or control shall not be terminated within sixty (60) days from the date of assumption of such custody or control.

"Bond" or "Bonds" means any Bond or the issue of Bonds, as the case may be, established and created by, and issued pursuant to, this Indenture or any Supplemental Indenture.

"Bond Costs" means, with respect to any series of Bonds, all costs of securing, remarketing, tendering and paying the Bonds, including fees of Paying Agents, Tender Agents, Remarketing Agents, Banks and the Trustee.

"Bond Counsel's Opinion" means, with respect to any series of Bonds, an opinion of bond counsel which gave the original opinion on the Bonds of that series or any other nationally recognized municipal bond counsel selected by the City.

"Bond Fund" means the Bond Fund established by Section 603 of this Indenture.

"Bondowner" or "Owner" or "Owner of Bonds" or any similar term (when used with respect to Bonds) means any person or party who shall be the registered owner of any Outstanding Bond or Bonds.

"Bond Registrar" means the Trustee.

"Bondowner Election Notice" means the notice of a Bondowner's election to tender Series 1989A Bonds for purchase, substantially in the form as set forth in Appendix I to the Form of Series 1989A Bond (which is Exhibit A to this Indenture), but which need not be printed on the Series 1989A Bond.

"Bondowner Retention Notice" means the notice of Bondowner's retention of a series of Bonds otherwise to be mandatorily tendered for purchase. The notice for the Series 1989A Bonds shall be substantially in the form as set forth in Appendix II to the Form of Series 1989A Bond (which is Exhibit A to this Indenture), but which need not be printed on the Series 1989A Bonds.

"Business Day" means, for Series 1989A Bonds, any day on which the Trustee, the Tender Agent and the Bank for the Series 1989A Bonds are all open for business, and for any other series of Bonds, any day on which the Trustee, the Bank, if any, and the Tender Agent, if any, in each case for that series of Bonds, are all open for business.

"City" means the City of Chicago, Illinois, the body politic and corporate, and any successors to the City.

"Co-Bond Registrar" means the Tender Agent.

"Code" means the United States Internal Revenue Code of 1986, as amended, with respect to each series of Bonds, to the date of the delivery of those Bonds.

"Conversion Date" means the Proposed Conversion Date on which the interest rate borne by a series of Bonds is in fact converted to a Fixed Interest Rate.

"Costs of Issuance" means the items of expense to be paid or reimbursed from the proceeds of the sale of the Bonds of a series and related to the authorization, sale and issuance of the Bonds of a series, which items of expense shall include, but are not limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee and the Tender Agent, legal fees and charges, professional consultants' fees, costs of credit ratings, fees and charges for execution, transportation and safekeeping of Bonds and administrative expenses of the City.

"Counsel's Opinion" means an opinion signed by an attorney or firm of attorneys selected by the City. Any such attorney may be a lawyer in the regular employment of the City, the Trustee or the Tender Agent.

"Effective Interest Rate Date" means when used with respect to Bonds of a series in the Variable Rate Mode, Wednesday of each week (whether or not a Business Day), commencing on the date specified by the City and the Trustee, upon the execution and delivery of this Indenture or a Supplemental Indenture.

"Event of Default" means those such events specified in Section 1201 of the Indenture.

"Financing Costs" means costs to be billed to International Terminal Airline Parties to pay principal of, Redemption Price and interest on the Bonds, make reimbursement to Banks and pay Bond Costs, and including amounts to be billed to International Terminal Airline Parties for failure of other International Terminal Airline Parties to pay amounts due for Financing Costs.

"Fixed Interest Rate" means a fixed, non-variable rate per year to be borne by all the Bonds of a series after the Conversion Date, determined as provided in Section 205 of this Indenture.

"Fixed Rate Determination Date" means a date which is not less than 15 days prior to the applicable Proposed Conversion Date, as more fully described in Section 205 of this Indenture.

"Fixed Rate Mode" means, with respect to Bonds of a series, that the Bonds of that series shall bear interest at a Fixed Interest Rate from the Conversion Date (or the date of original issuance) to the final maturity of the Bonds of that series.

"Funds" means all funds and accounts established under this Indenture.

"Immediate Notice" means notice by telephone, telex or telecopier to such telephone number as the person who is to receive such notice shall direct, followed as soon as practicable after that by written notice sent by Mail to such person at such address.

"Indenture" means this Indenture of Trust as from time to time amended or supplemented by Supplemental Indentures in accordance with the terms and provisions of this Indenture.

"Interest Payment Date" means (a) while Bonds of a series are in the Variable Rate Mode, the first Wednesday in each calendar month (or if such Wednesday is not a Business Day, the next succeeding Business Day) commencing _____, (b) while Bonds of a series are in Fixed Rate Mode each January 1 and July 1, provided, however, that if the Conversion Date for a series of Bonds is less than 90 days prior to either January 1 or July 1, the first Interest Payment Date in the Fixed Rate Mode for that series of Bonds shall be the next succeeding January 1 or July 1 more than 90 days after the Conversion Date, (c) any Mandatory Tender Date, (d) any redemption date for Bonds of a series which are being redeemed, and (e) any interest payment date on Bonds of a series established by a Supplemental Indenture.

"Interest Rate Determination Date" means, when used with respect to Series 1989A Bonds, Tuesday of each week (unless such Tuesday is not a Business Day, in which case it shall be the next succeeding Business Day) and with respect to any other series of Bonds, the Business Day immediately preceding the Effective Interest Rate Date.

"International Terminal Airline Parties" means all airlines which enter into an International Terminal Financing Agreement.

"International Terminal Bond Fund" or "Bond Fund" means the International Terminal Bond Fund established in Article VI of the Indenture.

"International Terminal Financing Agreement" means an agreement by which the City and an airline shall provide a source of payment of and security for Bonds of a series.

"International Terminal Special Revenue Fund" means the fund of that name established in Article VI of this Indenture.

"International Terminal Special Revenues" means all revenues and receipts of the City (including amounts received by the Trustee) received pursuant to any International Terminal Financing Agreement with respect to payments of Financing Costs and interest and investment earnings on the International Terminal Special Revenue Fund, the Bond Fund and the Reimbursement Fund established by this Indenture, except for amounts required by the Indenture to be deposited in the Rebate Fund.

"L.O.C." means, with respect to the Series 1989A Bonds, the Letter of Credit, issued by a Bank for the benefit of the Trustee by which that Bank agrees to provide funds to enable the Trustee to purchase Series 1989A Bonds pursuant to Sections 406 and 407 of this Indenture or to pay principal of or interest on Series 1989A Bonds, and with respect to any other series of Bonds, a letter of credit securing that series of Bonds.

"Mail" means mail by first-class postage, postage prepaid.

"Mandatory Tender Date" means each of the dates specified in Section 407 of this Indenture.

"Optional Tender Date" means the date on which any Series 1989A Bond is to be purchased at the election of any Bondowner pursuant to Section 406 of this Indenture.

"Outstanding" when used with reference to Bonds, means, as of any date, all Bonds delivered under the provisions of this Indenture, except: (i) any Bonds cancelled by the Trustee, the Tender Agent or any Paying Agent at or prior to that date, including pursuant to Section 411 of this Indenture, (ii) any Bonds for the payment or redemption of which money equal to the principal amount or Redemption Price, as the case may be, with interest to the date of maturity or redemption date, shall be held by the Trustee or any Paying Agent in trust, at or after the maturity or redemption date, (iii) any Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to the provisions of this Indenture or (iv) any Bonds which have been deemed paid pursuant to Article XIV of this Indenture.

"Paying Agent" or "Paying Agents" means the Tender Agent and any additional or successor Paying Agent appointed pursuant to the provisions of this Indenture.

"Permitted Investments" means:

(a) Federal Obligations;

(b) Deposits in interest-bearing deposits or certificates of deposit or similar arrangements issued by any bank or national banking association, including a Fiduciary, which deposits, to the extent not insured by the Federal Deposit Insurance Corporation, shall be secured by Qualified Collateral having a current market value (exclusive of accrued interest) at least equal to 110% of the amount of such deposits,

marked to market monthly, and which Qualified Collateral shall have been deposited in trust by such bank or national banking association with the trust department of the Trustee or with a Federal Reserve Bank or branch or, with the written approval of the City and the Trustee, with another bank, trust company or national banking association for the benefit of the City and the appropriate Fund or Account as collateral security for such deposits;

(c) Direct and general obligations of any State of the United States of America or any political subdivision of the State of Illinois which are rated not less than AA or Aa or their equivalents by Standard & Poor's Corporation or Moody's Investors Service, Inc., or their successors;

(d) Obligations issued by any of the following agencies: Banks for Cooperatives, Federal Intermediate Credit Banks, Federal Home Loan Banks System, Federal Land Banks, Export-Import Bank, Tennessee Valley Authority, Government National Mortgage Association, Farmers Home Administration, United States Postal Service, the Federal National Mortgage Association to the extent that such obligations are guaranteed by the Government National Mortgage Association, any agency or instrumentality of the United States of America and any corporation controlled and supervised by, and acting as an agency or instrumentality of, the United States of America;

(e) Repurchase agreements extending not beyond 30 calendar days with banks which are members of the Federal Reserve System or with government bond dealers recognized as primary dealers by the Federal Reserve Bank of New York that are secured by Federal Obligations having a current market value at least equal to 103% of the amount of the repurchase agreement, marked to market weekly, and which Federal Obligations shall have been deposited in trust by such banks or dealers with the trust department of the Trustee or with a Federal Reserve Bank or branch, or with the written approval of the City and the Trustee, with another bank, trust company or national banking association for the benefit of the City and the appropriate Fund or Account as collateral security for such repurchase agreements; and

(f) Public housing bonds issued by public housing authorities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America, or project notes issued by public housing authorities, or project notes issued by local public agencies, in each case fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America.

"Prime Rate" means the rate of interest per year most recently published by *The Wall Street Journal*, or any successor financial publication as the prevailing prime rate of interest.

"Project" means the planning, design, construction and equipping of a new permanent International Terminal for the Airport, and all related facilities (including, without limitation, a terminal building, fixtures and equipment, aircraft aprons and a fueling system).

"Project Costs" means all costs of designing, planning, constructing and equipping the permanent International Terminal for the Airport, as described in the definition of the Project, including, without limitation, costs of issuing Bonds, costs for obligations for labor and to suppliers, contractors, builders, and materialmen, professional fees, indemnity, fidelity and surety bonds, insurance in connection with the Project and including expenses of monitoring or supervising the Project by the City or the International Terminal Airline Parties, repayment of amounts advanced and costs of City employees.

"Project Fund" means the Fund by that name established by Section 501 of this Indenture.

"Proposed Conversion Date" means the date (which shall be an Interest Payment Date), indicated in the written notice of the City given pursuant to Section 205 of this Indenture, on which the City intends to effect a conversion of the interest rate on the Series 1989A Bonds to a Fixed Interest Rate from the Variable Interest Rate.

"Purchase Fund" means the Fund by that name established by Section 409 of this Indenture.

"Purchase Price" means 100% of the principal amount of Bonds to be purchased on any Optional or Mandatory Tender Date plus, in the case of any optionally tendered Bond, accrued interest to the applicable Optional or Mandatory Tender Date.

"Qualified Collateral" means:

- (a) Federal Obligations;
- (b) Direct and general obligations of any State of the United States of America or any political subdivision of the State of Illinois which are rated not less than AA or Aa or their equivalents by Standard & Poor's Corporation or Moody's Investors Service, Inc., or their successors; and
- (c) Public housing bonds issued by public housing authorities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America, or project notes issued by public housing authorities, or project notes issued by local public agencies, in each case fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America.

"Rating Agency" means Moody's Investors Service, Inc. and Standard & Poor's Corporation, or any successor to them.

"Record Date" means, with respect to the Series 1989A Bonds, (i) while Series 1989A Bonds are in the Variable Rate Mode, the Business Day next preceding any Interest Payment Date; and (ii) while Series 1989A Bonds are in the Fixed Rate Mode, the fifteenth day of the month next preceding any Interest Payment Date and with respect to any other

series of Bonds, the record date established for that series of Bonds by a Supplemental Indenture.

"Redemption Price" means, with respect to any Bond, 100% of the principal amount of that Bond, plus the applicable premium, if any, payable upon redemption of that Bond, pursuant to this Indenture.

"Remarketing Agent" means, for the Series 1989A Bonds, Smith Barney, Harris Upham & Co., Incorporated or any successor Remarketing Agent, and for any other series of Bonds, the remarketing agent appointed for that series of Bonds by a Supplemental Indenture.

"Remarketing Agreement" means, with respect to any series of Bonds, the Agreement between the City and the Remarketing Agent, as it may be amended.

"Renewal Date" means a date 30 days prior to the expiration of an L.O.C. or any Substitute Credit Facility then in effect.

"State" means the State of Illinois.

"Substitute Credit Facility" means, with respect to the Series 1989A Bonds, (a) any irrevocable Letter of Credit or other credit enhancement arrangement which conforms to the requirements of Section 302 of this Indenture, issued and delivered in substitution for an L.O.C. (or any part of it) or (b) any Substitute Credit Facility which conforms to the requirements of Section 302 of this Indenture, issued and delivered in substitution for a previously issued Substitute Credit Facility or, with respect to any other series of Bonds, a letter of credit or other credit facility which conforms to Section 302 of this Indenture, issued and delivered in substitution for any L.O.C. or previously issued Substitute Credit Facility securing that series of Bonds.

"Supplemental Indenture" means an indenture supplemental to or amendatory of this Indenture, authorized by the City in accordance with Article X of this Indenture.

"Tender Agent" means, for the Series 1989A Bonds, _____ and any successor Tender Agent, and for any other series of Bonds, the Tender Agent appointed for that series of Bonds by a Supplemental Indenture.

"Trustee" means Harris Trust and Savings Bank and its successor or successors and any other bank or trust company at any time substituted in its place pursuant to this Indenture.

"Undelivered Bonds" means the Bonds of any series required to be but not timely delivered to the Tender Agent, all as provided in Section 410 of this Indenture.

"Variable Interest Rate" means the floating rate established as provided in this definition. For the period from and including the date of issuance of the Bonds of any series to and excluding the first Effective Interest Rate Date which begins after the date of issuance of the Bonds of that series, the floating rate shall be the rate specified by the City upon the execution and delivery of the Indenture, such rate to be calculated consistent with the method for setting rates provided in this definition. Except as provided in the

immediately succeeding sentence, the floating rate for each Variable Interest Rate Period shall be equal to the rate of interest established by the Remarketing Agent on the Interest Rate Determination Date for that Variable Interest Rate Period as the rate of interest which, in the judgment of the Remarketing Agent, would be necessary to remarket the Bonds of that series in a secondary market transaction at 100% of principal amount on the applicable Effective Interest Rate Date. If the Remarketing Agent fails to certify the floating rate for any Variable Interest Rate Period, until such time as the Remarketing Agent again makes such determination, the floating rate for that Variable Interest Rate Period shall be the last rate which was so certified. The Variable Interest Rate for the Series 1989A Bonds shall not exceed 25% per year and shall not exceed the rate which is established for calculating the stated amount of an L.O.C. or Substitute Credit Facility for the Series 1989A Bonds, as certified by the City to the Trustee and the Remarketing Agent (which is initially 12% per year).

"Variable Interest Rate Period" means while Series 1989A Bonds are in the Variable Rate Mode, the period of time commencing on a Wednesday and through the following Tuesday.

"Variable Rate Mode" means, with respect to Bonds of a series, as of any particular date, that the Bonds of a series shall bear interest at the Variable Interest Rate.

Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. References to a "Section" are references to a section of this Indenture, unless otherwise stated.

Article II.

Authorization And Issuance Of Bonds.

201. Authorization Of Bonds.

There is established and created an issue of Bonds of the City to be known and designated as "International Terminal Special Revenue Bonds." There is established and created a series of those Bonds which are designated "International Terminal Special Revenue Bonds, Series 1989A." The Bonds shall be issued as provided in this Indenture. The Series 1989A Bonds shall be issued in the original aggregate principal amount of \$_____. No additional Bonds may be issued pursuant to or secured by this Indenture except as may be permitted by a Supplemental Indenture adopted pursuant to Section 1001(7) of this Indenture. There is created by this Indenture, in the manner and to the extent provided in this Indenture, a continuing pledge and assignment of and lien on and security interest in the International Terminal Special Revenues and the International Terminal Special Revenue Fund, the International Terminal Bond Fund and the Reimbursement Fund established by Article VI to be held by the Trustee, for the

benefit of the Bondowners and the Bank to secure the full payment of the principal, Redemption Price and Purchase Price, of and interest on all the Bonds issued pursuant to this Indenture. The Bonds shall be special limited obligations of the City, with a claim for payment solely from those Funds established under this Indenture, from International Terminal Special Revenues, and from amounts paid to the Trustee pursuant to any L.O.C. or Substitute Credit Facility (with respect to payments made thereunder to pay principal, Redemption Price or interest on the series of Bonds secured by it). The Bonds are not general obligations of the City and are not secured by its full faith and credit. The Bonds are not secured by any interest in the Airport or revenues of the Airport other than International Terminal Special Revenues. The payment of the Purchase Price shall be made solely from the sources as provided in Section 206(c) of this Indenture.

202. Purposes.

The purposes for which the Bonds are being issued are to pay Project Costs consisting of constructing and equipping a new International Terminal for the Airport (including paying costs of issuance of the Bonds of each series and paying capitalized interest, if any, and other related costs on the Bonds of each series and letter of credit fees relating to those Bonds), all to the extent and in the manner provided in Articles V and VI of this Indenture.

203. Dating And Maturity.

(a) The Bonds of each series shall be dated as of the date of their first authentication and delivery by the Trustee, except as otherwise provided in this Section 203, and shall mature, subject to prior redemption upon the terms and conditions set forth in this Indenture. The Series 1989A Bonds shall mature, subject to prior redemption upon the terms and conditions set forth in this Indenture, on January 1, 1996.

(b) The Bonds of each series issued on or subsequent to the first Interest Payment Date shall be dated the Interest Payment Date for those Bonds next preceding their date of authentication, unless the date of authentication shall be an Interest Payment Date to which interest on those Bonds has been paid in full or duly provided for, in which case they shall be dated their date of authentication; provided, however, that if, as shown by the records of the Trustee, interest on the Bonds of any series shall be in default, the Bonds prepared, executed, authenticated and delivered in exchange for those Bonds surrendered for transfer or exchange shall be dated as of the date to which interest has been paid in full on the Bonds of that series or, if no interest has been paid on the Bonds of that series, the date of the first authentication and delivery of Bonds of that series.

204. Interest Rates.

(a) Each Bond shall bear interest from and including its date until payment of the principal of the Bond shall have been made or provided for in accordance with the

provisions of this Indenture, whether at maturity, upon redemption, prepayment, acceleration or otherwise.

(b) Interest on Bonds of each series in the Variable Rate Mode shall be computed on the basis of a 365 day year, for the actual number of days elapsed. Interest on Bonds of each series in the Fixed Rate Mode shall be computed on the basis of a 360 day year, consisting of twelve 30 day months.

(c) The series 1989A Bonds initially shall bear interest at a Variable Interest Rate.

205. Calculation Of Variable Interest Rate; Change In Modes.

(a) While in the Variable Rate Mode, the Series 1989A Bonds shall bear interest at the Variable Interest Rate. While Series 1989A Bonds are in the Variable Rate Mode, not later than 12:00 Noon, New York City time, on the Business Day following each Interest Rate Determination Date, the Remarketing Agent shall give Immediate Notice of the Variable Interest Rate applicable to the Variable Interest Rate Period next following (or starting on, if the Interest Rate Determination Date and the Effective Date are the same) such Interest Rate Determination Date, to the Trustee. Following such determination, the Trustee will make available to any Series 1989A Bondowner, upon the request of such Series 1989A Bondowner, the Variable Interest Rate so determined. The Trustee shall, on behalf of the City, establish, keep and maintain a record of each Variable Interest Rate applicable to the Series 1989A Bonds for each Variable Interest Rate Period applicable to the Series 1989A Bonds.

(b) The Variable Interest Rate (and the Fixed Interest Rate, as described below), established by the Remarketing Agent with respect to the Series 1989A Bonds, shall be conclusive and binding upon the City, the Tender Agent, the Trustee, the Bank for the Series 1989A Bonds, the Remarketing Agent and each Series 1989A Bondowner.

(c) The interest rate borne by the Series 1989A Bonds in the Variable Rate Mode shall be converted to a Fixed Interest Rate on the Conversion Date, as provided in this subsection. The Remarketing Agent at the direction of the City is required to take steps to convert the Series 1989A Bonds to the Fixed Rate Mode in accordance with the Indenture. In such event, the City shall notify the Trustee and the Remarketing Agent of (1) the Proposed Conversion Date (which shall be not less than 35 days from the date the Trustee and the Remarketing Agent receive such notice from the City), and (2) the Fixed Rate Determination Date (which date shall not be less than 15 days prior to the Proposed Conversion Date). The Proposed Conversion Date shall be a Mandatory Tender Date for all Series 1989A Bonds, as provided in Section 407(a) of this Indenture; subject, however, to the provisions of Section 408 of this Indenture. The notice from the City shall be accompanied by a Bond Counsel's Opinion as to the validity of the Bonds of that series and the exclusion of interest on the Series 1989A Bonds from gross income for federal income tax purposes (assuming the effectiveness of the conversion) which in substance shall be to the same effect with respect to those matters as the Bond Counsel's Opinion rendered upon the issuance of the Series 1989A Bonds. On the Fixed Rate Determination Date, the Remarketing Agent shall determine the Fixed Interest Rate, which shall be the rate which,

if borne by the Series 1989A Bonds, would, based on prevailing financial market conditions, be the lowest interest rate necessary to enable the Series 1989A Bonds to be remarketed or sold at par on the Proposed Conversion Date and shall provide the Trustee with Immediate Notice of such Fixed Interest Rate. In the event of any proposed conversion of the Series 1989A Bonds to a Fixed Rate Mode, the Trustee shall give the notice required by Section 404 of this Indenture and such notice shall also indicate (i) that after the Fixed Rate Determination Date, any Owner may obtain information as to the Fixed Interest Rate from the Trustee. In the event of a successful conversion the Trustee shall provide Immediate Notice of such fact to each Rating Agency then rating the Series 1989A Bonds.

(d) The fixed Interest Rate on the Bonds of any series shall not become effective on the Proposed Conversion Date if the Tender Agent and the Trustee not have received from the Remarketing Agent, at least five Business Days prior to the Proposed Conversion Date, a firm and irrevocable contract to remarket all Bonds of that series as to which a Bondowner's Retention Notice (as provided for in Section 408 of this Indenture) was not received at the Fixed Interest Rate at a price of 100%. In such event, (i) the Remarketing Agent shall cancel any and all sales of the Bonds of that series which were to be effective on the Proposed Conversion Date, (ii) on such Proposed Conversion Date the Bonds of that series shall remain in the Variable Rate Mode and (iii) the Proposed Conversion Date shall be a Mandatory Tender Date for all Bonds of that series (except those Bonds of that series as to which a Bondowner's Retention Notice was received). If an irrevocable contract to remarket the Bonds of that series is not received, as described in the first sentence of this subsection, the Trustee shall provide Immediate Notice of such fact to all Bondowners of Bonds of that series who had submitted a Bondowner's Retention Notice.

(e) Upon conversion of the Bonds of any series to the Fixed Rate Mode, the duties of the Tender Agent with respect to that series under this Indenture shall be transferred to the Trustee.

206. Payments Of Principal, Interest And Purchase Price.

(a) Principal (at final maturity) and Redemption Price of the Bonds of any series while in the Variable Rate Mode shall be payable to the Owners of those Bonds upon presentation and surrender of those Bonds at the principal office of the Tender Agent pursuant to the terms of this Indenture. Principal (at final maturity) and Redemption Price of the Bonds of any series while in the Fixed Rate Mode shall be payable to the Owners of those Bonds upon presentation and surrender of those Bonds at the principal office of the Trustee pursuant to the terms of this Indenture.

(b) Interest on the Bonds of any series, except interest payable upon redemption, at maturity or on a Mandatory Tender Date, shall be paid to the persons who are the Owners of the Bonds of that series as of the close of business on the Record Date next preceding the related Interest Payment Date (provided that interest payable upon redemption, maturity or on a Mandatory Tender Date shall be paid upon presentation and surrender of that Bond as described in paragraph (1) of this Section). Interest shall be paid by check or draft mailed on the applicable Interest Payment Date to the addresses of Bondowners as such

addresses shall appear on the registration books maintained pursuant to Section 212 of this Indenture; provided that while Bonds of any series are in the Variable Rate Mode, at the option of any Owner (who will be the Owner on both a Record Date and the related Interest Payment Date) of at least \$500,000 aggregate principal amount of Bonds of that series, interest payable to such Owner may instead be paid by wire transfer of immediately available funds to a wire transfer address which such Owner specifies in a notice to the Trustee not less than 15 days prior to the applicable Interest Payment Date (or such lesser time as may be agreed upon by the Paying Agent). A request for wire transfer need be made only once by an Owner, unless the address to which payment is to be made shall change. In each case, however, if and to the extent that there shall be a default in the payment of the interest due on an Interest Payment Date, the defaulted interest shall be paid to the Owners in whose name the Bonds of that series (or any Bond or Bonds of that series issued upon transfer or exchange of Bonds of that series) are registered at the close of business on the second Business Day next preceding the date of payment of such defaulted interest.

(c) Purchase Price of Bonds of any series optionally or mandatorily tendered for purchase pursuant to this Indenture shall be paid by the Tender Agent to the Owners of Bonds of that series so tendered, but solely from the sources specified in Section 410 of this Indenture, upon presentation and surrender of those Bonds at the principal office of the Tender Agent. The Purchase Price of each Bond of that series tendered and purchased shall be paid to the Owner of that Bond by the Tender Agent by wire transfer of immediately available funds to a wire transfer address specified (a) in the case of optionally tendered Bonds, in the Bondholder's Election Notice and (b) in the case of mandatorily tendered Bonds, in a written notice sent to the Tender Agent not less than 5 days prior to the application Mandatory Tender Date.

(d) All payments of principal, interest, Redemption Price and Purchase Price shall be made in such coin or currency of the United States of America as, at the respective times of payments shall be legal tender for the payment of public and private debts.

(e) Any payments due on a day which is not a Business Day shall be paid on the first succeeding Business Day and shall be treated as if paid on the date otherwise due.

207. Form, Denominations, Numbers And Letters.

(a) The Bonds of each series shall be issued only as fully registered Bonds and shall not be registrable to bearer.

(b) The Bonds of each series shall be issuable only in Authorized Denominations.

(c) The Bonds of each series shall be identified by series and numbered from one (1) upward, respectively.

208. Provisions For Issuance Of Series 1989A Bonds.

The provisions for issuance of the Series 1989A Bonds are as set forth in this Section 208. The provisions for issuance of any other series shall be established in the Supplemental Indenture authorizing those Bonds. The Series 1989A Bonds shall be executed by the City for issuance under this Indenture, delivered to the Trustee, registered and authenticated by the Trustee and delivered to the City or upon its order, but only upon the receipt by the Trustee of:

(a) A Bond Counsel's Opinion substantially the form of Exhibit _____ to the effect that (i) the City has the right and power under the Act as amended to the date of that opinion to adopt this Indenture, and this Indenture has been duly and lawfully adopted by the City, is in full force and effect and is valid and binding upon the City; (ii) this Indenture creates a valid pledge and assignment of and lien on and security interest in the International Terminal Special Revenues and the Funds established by Articles V and VI of this Indenture, subject to application to the purposes and on the conditions permitted by this Indenture; and (iii) the Series 1989A Bonds are valid and binding, special limited obligations of the City as provided in this Indenture, and entitled to the benefits of this Indenture and of the Act as amended to the date of that opinion; and (iv) the Series 1989A Bonds have been duly and validly authorized and issued in accordance with law, including the Act as amended to the Date of that Opinion, and in accordance with this Indenture;

(b) A written order as to the delivery of the Series 1989A Bonds, signed by an Authorized Officer of the City;

(c) The duly executed International Terminal Financing Agreements;

(d) The duly executed Remarketing Agreement;

(e) The duly executed L.O.C.:

209. Form Of Bonds.

The Series 1989A Bonds, the Bondowner's Election Notice and the Bondowner's Retention Notice shall be of substantially the form and tenor set forth in Exhibit _____ to this Indenture. The form of Bonds for any other series of Bonds shall be established by the Supplemental Indenture authorizing those Bonds.

210. Execution And Registration.

The Bonds of each series shall be executed in the name of the City by the manual or facsimile signature of its Mayor or City Comptroller, and its corporate seal (or a facsimile of the seal) shall be affixed on the Bonds, imprinted, engraved or otherwise reproduced, and attested by the manual or facsimile signature of the City Clerk. They are each authorized so to execute, attest and place the seal of the City on the Bonds, and to cause the Bonds to be

registered by the manual signature of the Trustee or its authorized officer or the Tender Agent or its authorized officer. In case any one or more of the officers or employees who shall have signed or sealed any of the Bonds shall cease to be such officer or employee before the Bonds so signed and sealed shall have been actually delivered, those Bonds may, nevertheless, be delivered as provided in this Indenture, and may be issued as if the persons who signed or sealed such Bonds had not ceased to hold such offices or be so employed. Any Bonds may be signed and sealed on behalf of the City by such persons as at the actual time of the execution of such Bond shall be duly authorized at or hold the proper office in or employment by the City, although at the date of the Bonds such persons may not have been so authorized or have held such office or employment. No Bond shall be valid or obligatory until it has been registered by the manual signature of the Tender Agent or by the manual signature of the Trustee or its authorized officer.

211. Exchangeability Of Bonds.

Bonds of a series may, upon surrender at the principal corporate trust office of the Trustee or the Tender Agent with a written instrument of transfer satisfactory to the Trustee or the Tender Agent, as the case may be, duly executed by the registered owner or her or his duly authorized agent, at the option of their registered owner, be exchanged for an equal aggregate principal amount of Bonds of the same series of any other authorized denominations.

212. Negotiability, Transfer And Registry.

All the Bonds shall, as provided in the Act, be negotiable, subject to the provisions for registration and transfer contained in this Indenture and in the Bonds. So long as any of the Bonds shall remain Outstanding, the City shall maintain and keep, or cause to be maintained and kept, at the principal office of the Bond Registrar, books for the registration and transfer of Bonds; and the City shall register or cause to be registered the Bonds on those books. The Bond Registrar shall provide the Co-Bond Registrar with a copy of the registration books for the Bonds. So long as any of the Bonds remain Outstanding, the City shall make all necessary provisions to permit the exchange of Bonds of the same series at the corporate trust office of the Bond Registrar or at the principal office of the Co-Bond Registrar.

213. Transfer Of Bonds.

Each Bond shall be transferable only upon the books of the City, which shall be kept for that purpose at the principal office of the Bond Registrar and upon the duplicate books kept by the Co-Bond Registrar, if any, by the registered Owner of that Bond in person or by his or her agent duly authorized in writing, upon surrender of that Bond together with a written instrument of transfer satisfactory to the Bond Registrar or Co-Bond Registrar

duly executed by the registered Owner or his or her duly authorized agent. Upon the transfer of any Bonds the City shall issue in the name of the transferee a new Bond or Bonds of the same series and the same aggregate principal amount as the surrendered Bonds.

The City, the Trustee and the Tender Agent may with respect to any series of Bonds, deem and treat the person in whose name any Outstanding Bond shall be registered upon the books of the City as the absolute Owner of that Bond, whether that Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal, Purchase Price, and Redemption Price, if any, of and interest on that Bond and for all other purposes, and all those payments so made to the registered Owner or upon the registered owner's order shall be valid and effectual to satisfy and discharge the liability upon that Bond to the extent of the sum or sums so paid, and neither the City, the Tender Agent with respect to any series of Bonds nor the Trustee shall be affected by any notice to the contrary.

214. Regulations With Respect To Exchanges And Transfers:

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the City shall execute and the Trustee or Tender Agent with respect to any series of Bonds shall deliver Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchanges or transfers shall be cancelled by the Trustee or the Tender Agent, as the case may be. For every exchange or transfer of Bonds, whether temporary or definitive, the City, the Trustee or the Tender Agent shall make a charge sufficient to reimburse it for any tax, fee or other governmental charge, other than one imposed by the City, required to be paid with respect to that exchange or transfer, which sum or sums shall be paid by the person requesting that exchange or transfer as a condition precedent to the exercise of the privilege of making that exchange or transfer, which in the case of an exchange or transfer at the option of the Owner of a Bond, including an election to tender Bonds for purchase, shall be paid by such Owner, and in all other cases shall be paid from the Bond Fund.

The Trustee and the Tender Agent shall not be required to exchange or register the transfer of (i) Bonds during the period between a Record Date and the related Interest Payment Date (except that transfers to or from the Remarketing Agent or Bank with respect to that series of Bonds may be made at any time); (ii) Bonds which have been selected for redemption or which have become subject to mandatory tender and purchase; or (iii) Bonds with respect to which the Tender Agent with respect to that series of Bonds has received a Bondowner's Election Notice.

215. Bonds Mutilated, Destroyed, Stolen Or Lost.

In case any Bonds shall become mutilated or be destroyed, stolen or lost, the City shall execute and deliver a new Bond of the same series and same aggregate principal amount as the Bond so mutilated, destroyed, stolen or lost in exchange and substitution for the

mutilated Bond, upon surrender and cancellation of the mutilated Bond or in lieu of and in substitution for the Bond destroyed, stolen or lost, upon filing with the Trustee of evidence satisfactory to the Trustee that the Bond has been destroyed, stolen or lost and proof of ownership of the Bond, and upon furnishing the Trustee with indemnity satisfactory to the City and the Bond Registrar and complying with such other reasonable regulations as the City may prescribe and paying such expenses as the City may incur. All Bonds so surrendered to the City shall be cancelled by it. The City shall advise the Trustee, the Tender Agent and each Paying Agent of each issuance of substitute Bonds.

216. Preparation Of Definitive Bonds; Temporary Bonds.

Until the definitive Bonds of any series are prepared, the City may execute, in the same manner as is provided in Section 210, and deliver, in lieu of definitive Bonds of any series, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to authorized denominations, one or more temporary Bonds, substantially of the same substance of the definitive Bonds in lieu of which the temporary Bond or Bonds are issued, in denominations of \$5,000 or any integral multiples of that sum authorized by the City, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The installments of interest payable on temporary Bonds shall be payable to the registered Owners of the temporary Bonds. The City at its own expense shall prepare and execute and, upon the surrender of temporary Bonds for exchange, and without charge to the Owners, deliver in exchange for the temporary Bonds, at the principal office of the Bond Registrar, definitive Bonds of the same series and the same aggregate principal amount as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Indenture. All temporary Bonds surrendered in exchange for a definitive Bond or Bonds shall be cancelled by the Bond Registrar.

Article III.

Letter Of Credit (L.O.C.); Substitute Credit Facility;

Remarketing; Tender Agent.

301. Letter Of Credit (L.O.C.).

(a) It shall be a condition precedent to issuance of the Series 1989A Bonds that an L.O.C. shall be executed and delivered to the Trustee substantially in the form attached as Exhibit _____ to this Indenture. The Supplemental Indenture for any other series of Bonds shall state whether it is a condition precedent to issuance of that series of Bonds that

an L.O.C. shall be executed and delivered to the Trustee to secure that series of Bonds. If an L.O.C. is so required, the provisions for payment under the L.O.C. shall be as set forth in this Article III.

(b) (1) The Trustee is directed to present a demand for payment under that L.O.C. to the applicable Bank at 11:00 A.M., New York City time, on the second Business Day prior to each date that payment is due for the payment of all amounts of principal and Redemption Price of and interest on the Bonds of a series due on such date to their Owners. Amounts so demanded shall be deposited or caused to be deposited in the Bond Fund at or before 2:00 P.M., New York City time, on each such payment date, in immediately available funds. Simultaneously with presentation of each such demand, the Trustee shall furnish the City with a copy of that demand.

(2) Pursuant to the Remarketing Agreement, the Remarketing Agent shall by 4:00 P.M. New York City time on the Business Day immediately preceding each Optional or Mandatory Tender Date, provide Immediate Notice to the Tender Agent of the amount of remarketing proceeds to be on deposit at 11:00 A.M., New York City time on such Optional or Mandatory Tender Date. The Tender Agent is directed to present a demand for payment under the L.O.C. by a demand to the Bank no later than 11:15 A.M., New York City time (or such later time as may be agreed to by the Bank) on each Optional or Mandatory Tender Date, in an amount equal to the difference, if any, between (i) the Purchase Price of Bonds of that series to be purchased on that date, and (ii) the remarketing proceeds then on deposit with the Tender Agent. Amounts so demanded for payment shall be deposited or caused to be deposited in the account designated by the Tender Agent for such purposes at or before 2:00 P.M. New York City time on the date by which the demand must be given, in immediately available funds. Such amount is to be used for the purpose of paying the Purchase Price of Bonds of that series to be purchased on that date. Simultaneously with presentation of each such demand, the Tender Agent shall furnish the Trustee and the City with a copy of that demand.

(3) The Trustee and the Tender Agent are directed to and agree to enforce the L.O.C. and any Substitute Credit Facility.

(4) The Trustee and the Tender Agent shall not agree to any amendment to the L.O.C. or any Substitute Credit Facility which adversely affects the Bondowners and shall not waive any of the provisions of the L.O.C.

302. Substitute Credit Facility.

(a) The City may at any time arrange for the deposit with the Trustee of a Substitute Credit Facility in substitution for the L.O.C. or any Substitute Credit Facility then in effect. Any Substitute Credit Facility must be satisfactory in form and substance to the City and the Trustee; provided that any such Substitute Credit Facility shall not be satisfactory to the City and the Trustee unless, in addition to all other requirements, (i) the Bank for the Substitute Credit Facility shall have a rating as high as the rating of the L.O.C. Bank for that Series of Bonds when those Bonds were first issued (unless no Substitute Credit Facility of such a Bank can be obtained at a reasonable fee); (ii) the

Substitute Credit Facility shall name the Trustee as beneficiary and be irrevocable during its term; (iii) the City and the Trustee shall have received not less than 20 days prior to the date of the proposed issuance of such Substitute Credit Facility, an opinion of counsel for the Bank, in form and substance satisfactory to the City and the Trustee, to the effect that the Substitute Credit Facility and the corresponding Bank Agreement are legal, valid and binding obligations of the Bank and (iv) the City and the Trustee shall have received not less than 20 days prior to the date of proposed issuance of such Substitute Credit Facility a Bond Counsel's Opinion as to the validity of the Bonds and the exemption of interest on the Bonds of that series from federal income taxation (assuming the issuance of such Substitute Credit Facility) which in substance shall be to the same effect with respect to such matters as the Bond Counsel's Opinion rendered upon the issuance of the Bonds of that series. If such written notice and opinions are received, and all other requirements are met, the City may substitute the Substitute Credit Facility for the L.O.C. or any Substitute Credit Facility then in effect, as the case may be, and the Trustee shall, not later than 15 days prior to such substitution becoming effective, mail to all Bondowners notice of (x) such proposed substitution, including information as to the Bank providing the Substitute Credit Facility and the rating or ratings to be accorded the Bonds of that series after the proposed substitution; (y) any modifications to this Indenture made, pursuant to Section _____ of this Indenture, in connection with such substitution; and (z) the required mandatory tender to be effectuated in connection with such substitution (subject to the provisions of Section 408 of this Indenture).

(b) The City may, subject to the provisions of any Bank Agreement then in effect (and to the provisions of Section 302(a) of this Indenture), with respect to the Series 1989A Bonds and any other series of Bonds, unless otherwise provided in a Supplemental Indenture, at any time arrange for the deposit with the Trustee of a Substitute Credit Facility in replacement for the Substitute Credit Facility then in effect.

(c) Upon the substitution of any Substitute Credit Facility for the L.O.C. (or any part of it), unless the context shall otherwise require, the term L.O.C. in this Indenture shall be deemed a reference to such Substitute Credit Facility.

(d) While any such Substitute Credit Facility is in effect, the Trustee or the Tender Agent, as the case may be, shall have the obligation to hold and maintain the Substitute Credit Facility for the benefit of the Bondowners, and to draw on it in accordance with its terms to obtain moneys necessary to pay principal, interest, Redemption Price and/or Purchase Price on the Bonds of that series, as the case may be, until such Substitute Credit Facility terminates in accordance with its terms. When such Substitute Credit Facility terminates in accordance with its terms, the Trustee or the Tender Agent, as the case may be, shall immediately surrender it to the Bank.

303. Remarketing Agent.

(a) The Remarketing Agent shall signify its acceptance of the duties and obligations imposed on it by this Indenture by a written instrument of acceptance deposited with the City.

(b) In addition to duties of the Remarketing Agent under the Remarketing Agreement, the Remarketing Agent for each series shall:

(1) establish the Variable Interest Rate and Fixed Interest Rate for that series of Bonds at the times and in the manner provided in this Indenture;

(2) comply with the requirements set forth in this Indenture in connection with remarketing of the Bonds of that series.

(c) The fees of the Remarketing Agent, as established in the Remarketing Agreement, shall be payable by the Trustee from the Bond Costs Account of the Bond Fund pursuant to Section 603 of this Indenture.

(d) If the Remarketing Agent resigns or is removed (provided that no removal or resignation shall be permitted during the thirty-day period next preceding any Mandatory Tender Date) pursuant to the Remarketing Agreement, a successor Remarketing Agent may be appointed by the City.

304. Tender Agent.

(a) The Tender Agent shall signify its acceptance of the duties and obligations imposed on it by this Indenture by a written instrument of acceptance deposited with the City. The Tender Agent for a series of Bonds is irrevocably directed to present demands for payment for purchases under the L.O.C., and to take other actions specified in this Indenture, on behalf of and for the benefit of the Bondowners of that series, without regard to and independent of the City.

(b) The Tender Agent shall take the actions and perform the functions set forth or referred to in this paragraph (2).

(1) The Tender Agent for a series of Bonds shall give Immediate Notice to the Trustee and the Remarketing Agent of receipt of each Bondowner's Election Notice no later than 12:00 Noon, New York City time, on the Business Day immediately following the date of receipt.

(2) The Tender Agent for a series of Bonds shall accept the Bonds of that series tendered for purchase, either pursuant to Bondowners' Election Notices or upon a notice of mandatory tender and purchase, as set forth in this Indenture and in the Remarketing Agreement.

(3) The Tender Agent for a series of Bonds shall perform the procedures set forth in Sections 406, 407 and 408 of this Indenture, in the Remarketing Agreement and in the L.O.C. in connection with each purchase of Bonds of that series.

(4) If, after the Tender Agent for a series has received moneys under the L.O.C. or a Substitute Credit Facility to pay the Purchase Price of Bonds of that series, the Remarketing Agent deposits or causes to be deposited with the Tender Agent remarketing proceeds in respect of that series of Bonds purchased with amounts advanced under the L.O.C. or a Substitute Credit Facility, the Tender Agent shall immediately transfer those amounts so deposited to the Bank, as reimbursement of that advance under the L.O.C. or a Substitute Credit Facility. Bonds of a series purchased with amounts advanced under the L.O.C. or a Substitute Credit Facility and reimbursed as described in this subparagraph (4) shall be treated by the Tender Agent as purchased for the account of the persons designated by the Remarketing Agent rather than as purchased by the Bank.

(5) The Purchase Price of Undelivered Bonds shall be held by the Tender Agent for a series of Bonds as provided in Section 411 of this Indenture.

(6) The Tender Agent for a series of Bonds, as Co-Bond Registrar for that series, shall record the transfer of the Bonds of that series purchased and deliver those Bonds to the Remarketing Agent for that series of Bonds by 11:00 A.M. New York City time on the date of purchase of those Bonds; provided, however, Bonds of a series purchased with amounts advanced under the L.O.C. shall be retained by the Tender Agent until those Bonds are again sold by the Remarketing Agent pursuant to the Remarketing Agreement. The Tender Agent shall promptly give the Trustee a copy of the records of each transfer. Unless the Bank shall otherwise direct the Tender Agent, all Bonds of a series purchased with amounts so advanced under the L.O.C. shall be registered in the name of Bank, subject to (i) remarketing pursuant to the Remarketing Agreement, (ii) transfer pursuant to Section 213 of this Indenture and (iii) the provisions of Section 412 of this Indenture.

(c) The Trustee shall pay from the Bond Costs Account of the Bond Fund to the Tender Agent all its reasonable fees and charges as directed by the City.

(d) The duties and obligations of the Tender Agent shall be determined solely by the express provisions of this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Tender Agent. In the absence of negligence or willful misconduct on the part of the Tender Agent, the Tender Agent may conclusively rely, as to the truth of the statements expressed in them, upon any document furnished to the Tender Agent and conforming to the requirements of this Indenture. The Tender Agent may rely and shall be protected in acting upon any document believed by it to be genuine and to have been signed or presented by the proper party or parties; but in the case of any document which by any provision of this Indenture is specifically required to be furnished to the Tender Agent, the Tender Agent shall be under a duty to examine that document to determine whether or not it conforms to the requirements of this Indenture.

(e) No provision of this Indenture shall be construed to relieve the Tender Agent from liability for its own negligence or willful misconduct or that of its officers or employees.

(f) Any provisions of this Indenture or any statute or law to the contrary notwithstanding, the Tender Agent shall have no rights to, or liens for, its fees, charges and expenses for services under this Indenture from funds deposited with it for the purchase of Bonds, from amounts advanced under the L.O.C. or from any Bonds tendered to or held by it. The Tender Agent agrees that it will be reimbursed, indemnified and compensated for

its fees, charges and expenses for acting under and pursuant to this Indenture only from payments to be made pursuant to paragraph (3) of this section.

(g) The Trustee agrees to give to the Tender Agent prompt written notice of any proposed modification or change of or supplement or amendment to the Indenture which would affect the rights or obligations of the Tender Agent under this Indenture. No such modification, change, supplement or amendment will be effective as to the Tender Agent without the Tender Agent's written consent.

(h) The Tender Agent may resign or may be removed (provided that no resignation shall be permitted during the fifteen day period preceding any Interest Payment Date prior to the Conversion Date and during the seven day period preceding any Optional Tender Date) by the City. Any removal shall be upon 5 days written notice. A successor Tender Agent may be appointed by an Authorized Officer provided that any successor shall be a commercial bank or trust company with an office in New York, New York. The Trustee shall give prompt notice of the removal of the Tender Agent to each Rating Agency which has in effect a rating of the Bonds of the applicable series. If at any time the position of Tender Agent is vacant, the Trustee shall perform the functions of Tender Agent until the appointment of a successor Tender Agent is effective.

(i) All amounts advanced to the Tender Agent to purchase Bonds of a series under an L.O.C. shall be applied by the Tender Agent only for the purpose for which they were advanced and shall not be commingled with any other amounts. All funds at any time held by the Tender Agent under this Indenture shall be held by it in trust solely for the Owners of the Bonds of the series to whom those funds are to be paid as provided in this Indenture.

(j) Upon conversion of any series of Bonds to, or original issuance of a series of Bonds in, the Fixed Rate Mode, the duties of the Tender Agent shall be performed by the Trustee.

Article IV.

Redemption Of Bonds;

Redemption Of Series 1989A Bonds;

Purchase Of Series 1989A Bonds;

Conversion To Fixed Rate Mode;

Cancellation Of Series 1989A Bonds.

401. Redemption Of Bonds.

The Series 1989A Bonds shall be subject to redemption as set forth in of this Indenture. The Bonds of any other series shall be subject to redemption as set forth in the Supplemental Indenture authorizing such series of Bonds.

402. Redemption Of Series 1989A Bonds.

The Series 1989A Bonds shall be subject to redemption prior to maturity as follows:

(a) Optional Redemption. (1) Prior to the Conversion Date, the Series 1989A Bonds shall be subject to optional redemption by the City on any Interest Payment Date, as a whole or in part, at a Redemption Price equal to 100% of the principal amount to be redeemed, plus accrued interest to the date fixed for redemption, without premium.

(2) After the Conversion Date, the Series 1989A Bonds shall be subject to optional redemption by the City only in whole, on any Interest Payment Date, at a price equal to their principal amount.

(b) Mandatory Redemption.

The Series 1989A Bonds are subject to mandatory sinking fund redemption, at a price equal to their principal amount, plus accrued and unpaid interest, on January 2, of the years and in the principal amounts as follows:

<u>Year</u> (January 1)	Amount
1992	
1993	
1994	
1995	
1996	
1997	

403. Selection Of Series 1989A Bonds To Be Redeemed.

If less than all the Series 1989A Bonds shall be called for redemption under any provision of this Indenture permitting partial redemption, any Bank Bonds shall be selected first. Of the remaining Series 1989A Bonds, the particular Series 1989A Bonds or portions of Series 1989A Bonds to be redeemed shall be selected by lot by the Bond Registrar, in such manner as the Bond Registrar in its discretion may deem fair and appropriate, in the principal amount designated to the Bond Registrar by the City as required by this Indenture; provided, however, that the portion of any Series 1989A Bonds to be redeemed shall be in the minimum principal amount of (i) \$50,000 while Series 1989A Bonds are in the Variable Rate Mode and (ii) \$5,000 while Series 1989A Bonds are in the Fixed Rate Mode. In selecting Series 1989A Bonds for redemption, the Trustee shall treat each Series 1989A Bond as representing that number of Series 1989A Bonds which is obtained by dividing the principal amount of such Series 1989A Bond by \$50,000 or \$5,000, as the case may be (those amounts being referred to as the units of principal amount). If it is determined that one or more, but not all, of the applicable units of principal amount represented by any Series 1989A Bond is to be called for redemption, then, upon notice of intention to redeem those applicable units, the Owner of those Series 1989A Bonds, upon surrender of those Series 1989A Bonds to the Paying Agent for payment to that Owner of the Redemption Price of the applicable unit or units of principal amount called for redemption, shall be entitled to receive a new Series 1989A Bond or Series 1989A Bonds in the aggregate principal amount of the unredeemed balance of the principal amount of those Series 1989A Bonds. New Series 1989A Bonds representing the unredeemed balance of the principal amount of those Series 1989A Bonds shall be issued to the Owners, without charge. If the Owner of any Series 1989A Bond of a denomination greater than the applicable unit of principal amount called for redemption shall fail to present that Bond to the Paying Agent for payment and exchange, that Series 1989A Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the applicable unit or units of principal amount called for redemption (and to that extent only).

404. Notice Of Redemption Or Mandatory Tender.

In the event any of the Series 1989A Bonds are called for redemption, pursuant to Section 402, or are required to be tendered for mandatory purchase, pursuant to Section 407, the Trustee shall give notice of the redemption or tender for mandatory purchase of those Series 1989A Bonds, as the case may be, which notice shall (i) specify the Series 1989A Bonds to be redeemed or purchased, the Redemption Date or Mandatory Tender Date, the Redemption Price or Purchase Price, and the place or places where amounts due upon such redemption or purchase will be payable and, with respect to any redemption, if less than all of the Series 1989A Bonds are to be redeemed, the numbers of the Series 1989A Bonds, and the portions of Series 1989A Bonds so to be redeemed, (ii) state any condition to the redemption or purchase (and in the case of a notice of mandatory tender, state that Owners have a right to retain their Series 1989A Bonds as provided in Section 408 of this Indenture), and (iii) state that on the Redemption Date or Mandatory Tender Date, and upon the satisfaction of any conditions to such redemption or purchase, the _____ to be redeemed or purchased shall cease to bear interest to the Owners to whom notice is given (subject, however, in the case of Series 1989A Bonds required to be tendered for purchase, to the provisions of Section 408 of the Indenture). The notice may set forth any additional information relating to the redemption or purchase. Such notice

shall be sent by certified or registered mail, postage prepaid, at least 15 days prior to the date fixed for redemption or mandatory tender to the Owners of Series 1989A Bonds to be redeemed or purchased; provided that with respect to the mandatory tender described in Section 407(a) of this Indenture and with respect to redemption after the Conversion Date, such notice shall be sent at least 30 days prior to the date fixed for such mandatory tender or redemption, as the case may be. The mailing of notice shall be a condition precedent to redemption or purchase, provided that any notice which is mailed in accordance with this Indenture shall be conclusively presumed to have been duly given whether or not the Owners received the notice, and failing to give a notice, or any defect in the notice to the Owner of any Series 1989A Bond shall not affect the validity of the redemption or purchase of any other Series 1989A Bond.

405. Redeemed Series 1989A Bonds Cease Bearing Interest.

Any Series 1989A Bonds and portions of Series 1989A Bonds which have been duly selected for redemption and for which moneys have been deposited with the Trustee or Paying Agent to pay the Redemption Price and accrued interest thereon to the redemption date shall cease to bear interest on the specified redemption date and shall no longer be deemed to be Outstanding under the provisions of this Indenture.

406. Purchase At Bondowner Option.

(a) While Series 1989A Bonds are in the Variable Rate Mode, the Owners of the Series 1989A Bonds shall have the right to have their Series 1989A Bonds purchased by the Tender Agent, from the sources described in Section 410 of this Indenture, on any Business Day. The Owner of any Series 1989A Bond or the Owner's duly authorized agent, shall have the right to tender that Series 1989A Bond for purchase by the Tender Agent at the Purchase Price upon (i) delivery to the Tender Agent at its principal office in New York, New York, not less than 7 days prior to the Business Day which is to be the Optional Tender Date of a properly completed and executed Bondowner's Election Notice substantially in the form as set forth as Appendix I to the Form of Series 1989A Bond (set forth in Exhibit A to this Indenture) and (ii) delivery of that Series 1989A Bond, conforming in all respects to the description in the Bondowner's Election Notice and duly endorsed in blank for transfer with signature guaranteed, to the principal office of the Tender Agent in New York, New York, not later than the time specified in the Bondowner's Election Notice (which is 11:00 A.M., New York City time, on the date specified for purchase). The Bondowner's Election Notice is irrevocable. A Bondowner Election Notice received after 4:00 P.M., New York City time, shall be deemed to be received on the next Business Day.

(b) The delivery of a Bondowner's Election Notice and delivery of the Series 1989A Bond or Series 1989A Bonds described in such Notice shall each constitute irrevocable acts on the part of the Owner of such Series 1989A Bond or Series 1989A Bonds.

(c) No purchase will be made under this Section 405 with respect to any Series 1989A Bond the Bondowner's Election Notice for which is received by the Tender Agent and the Remarketing Agent after notice of (i) redemption has been given to the Owner of such Series 1989A Bond, as provided in Section 403 of this Indenture, or (ii) mandatory tender and purchase has been given to Owners of Series 1989A Bonds, as provided in Section 403 of this Indenture. Any such Series 1989A Bond will be subject to redemption or mandatory tender, as the case may be, as described in Sections 402 or 407, respectively, of this Indenture.

(d) The Owners of Series 1989A Bonds will not have the right to have their Series 1989A Bonds purchased under this section while Series 1989A Bonds are in the Fixed Rate Mode.

407. Mandatory Tender And Purchase.

The Series 1989A Bonds shall be subject to mandatory tender and purchase by the Tender Agent, from the sources described in Section 410 of this Indenture, at the Purchase Price in the following circumstances: (a) on any Proposed Conversion Date; (b) the second Business Day preceding any substitution of a Substitute Credit Facility in accordance with Section 302 of this Indenture; (c) the first Business Day which is at least 10 days prior to the expiration of the L.O.C. or any Substitute Credit Facility then in effect if a Substitute Credit Facility replacing the expiring L.O.C. or Substitute Credit Facility has not been provided as prescribed in Section 302(b) of this Indenture; and (d) 10 days after the City shall notify Bondowners of the occurrence of any Bank Default with respect to the Series 1989A Bonds. Any Proposed Conversion Date and any date described in (b), (c) or (d) above are referred to as "Mandatory Tender Dates."

408. Right Of Retention.

Any Bondowner may direct the Tender Agent not to purchase (and the Tender Agent shall not purchase) any Series 1989A Bond, or portion of a Series 1989A Bond (in Authorized Denominations) owned by her or him, in connection with any mandatory tender (except a mandatory tender described in (c) or (d) (under Section 407 of this Indenture and except as provided in the second sentence of Section 205(d) of this Indenture), by delivering to the Tender Agent, on or before the fifth Business Day preceding the applicable Mandatory Tender Date (but not later than the twentieth day preceding the applicable Mandatory Tender Date with respect to a mandatory tender described in Section 407(a) of this Indenture) an instrument or instruments in writing executed by such Owner of a Series 1989A Bond (a "Bondowner's Retention Notice") which is in substantially the form set forth as an Appendix II to the form of Series 1989A Bond (set forth in Exhibit A to this Indenture) and (i) states that such person is the Owner of Series 1989A Bonds and specifies the numbers and denominations of Series 1989A Bonds registered in the name of such Owner, (ii) acknowledges that different provisions for calculating the interest rate on the Series 1989A Bonds will be effective after the applicable Mandatory Tender Date, (iii) states, if applicable, that the Bondholder has

knowledge that after such Mandatory Tender Date, the Series 1989A Bonds will not be subject to purchase pursuant to Bondowner's Election Notices, as provided in Section 407 of this Indenture, (iv) acknowledges that the Series 1989A Bonds may be subject to different security provisions and different redemption provisions after the applicable Mandatory Tender Date, (v) states that, if applicable, the Owner has knowledge that following such Mandatory Tender Date, the rating accorded the Series 1989A Bonds by any Rating Agency then rating the Series 1989A Bonds may be diminished or withdrawn, (vi) with respect to mandatory tenders described under (a) of Section 407, states that if certain conditions are not met, as provided in this Indenture, the Series 1989A Bonds will be in the Variable Rate Mode after the applicable Mandatory Tender Dates and (vii) directs that such Series 1989A Bonds or portions of them (in Authorized Denominations) owned by such Owner not be purchased. Any instrument delivered to the Tender Agent in accordance with this section shall be irrevocable with respect to the Series 1989A Bonds for which such instrument is delivered and shall be binding upon subsequent Bondowners of such Series 1989A Bonds; but such instrument shall have no effect upon any subsequent purchase or redemption of Series 1989A Bonds. The Trustee shall provide each Bondowner with a form of Retention Notice each time that the Trustee provides notice of a mandatory tender to all Owners. The Trustee shall, by Immediate Notice, provide the Remarketing Agent with copies of any such Bondowner's Retention Notices which are receivable. Any Bondowner who delivers a Bondowner's Retention Notice shall, on the applicable Mandatory Tender Date, deliver his Series 1989A Bond or Series 1989A Bonds to the Trustee and shall receive a new Series 1989A Bond, setting forth the terms and provisions which are to be applicable after such Mandatory Tender Date, in exchange therefor.

409. Procedure For Purchase.

(a) Series 1989A Bonds which the Bondowners elect to have purchased pursuant to Section 406, or which Series 1989A Bonds are required to be tendered for purchase pursuant to Section 407 (and are not the subject of a Bondowner's Retention Notice pursuant to Section 408), shall be purchased as described in the following paragraph (b).

(b) By 2:00 P.M., New York City time, on the Business Day next preceding the applicable Optional or Mandatory Tender Date, the Tender Agent shall give Immediate Notice to the Bank and to the Remarketing Agent as to the number of the account of the Tender Agent to which funds for the payment of the Purchase Price for Series 1989A Bonds purchased should be sent (which funds shall be held by the Tender Agent, in trust for the Owners of the Series 1989A Bonds which are to be purchased on such Optional or Mandatory Tender Date, in the Purchase Fund which is established under this Indenture).

(c) To the extent the Remarketing Agent has deposited or caused to be deposited in the account designated by the Tender Agent for such purposes an amount equal to the Purchase Price of Series 1989A Bonds to be purchased, at or before 11:00 A.M., New York City time, on the Optional or Mandatory Tender Date, in immediately available funds, then any Series 1989A Bonds to be purchased shall be purchased for the account of those purchasers designated by the Remarketing Agent on the Optional or Mandatory Tender Date, with those funds, at the Purchase Price. If the funds in that account are insufficient

to purchase all or a portion of the Series 1989A Bonds to be purchased at the Purchase Price, the Tender Agent shall immediately, and in no event later than 11:15 A.M., New York City time, on the Optional or Mandatory Tender Date, demand payment under the L.O.C. or a Substitute Credit Facility, to the Bank as necessary to effect the purchase of those Series 1989A Bonds.

(d) All Series 1989A Bonds purchased as provided in this Section shall be cancelled by the Tender Agent, as Co-Bond Registrar, and new Series 1989A Bonds shall be authenticated, registered in the name of and delivered (i) to the Remarketing Agent by 11:00 A.M., New York City time, on the date of purchase of those Series 1989A Bonds or (ii) to the Bank in the case of any Series 1989A Bonds purchased with amounts advanced under the L.O.C. or a Substitute Credit Facility.

410. Source Of Payment For Tendered Series 1989A Bonds.

The sole sources of funds to purchase Series 1989A Bonds under Sections 406 and 407 of this Indenture will be proceedings from remarketing of the Series 1989A Bonds (to any person other than the City) deposited with the Tender Agent and, to the extent those proceeds are insufficient to pay the Purchase Price of Series 1989A Bonds tendered for purchase, amounts advanced to the Tender Agent under the L.O.C. or a Substitute Credit Facility for payment of the Purchase Price.

411. Undelivered Series 1989A Bonds.

Any Series 1989A Bonds requires to be tendered for purchase, pursuant to a Bondowner's Election Notice pursuant to Section 406 or required to be tendered pursuant to Section 407 (except those as to which a Bondowner's Retention Notice has been received), that are not delivered to the Tender Agent as required and for which there has been irrevocably deposited in trust with the Tender Agent an amount of money sufficient to pay their Purchase Price shall be deemed to have been purchased and may be remarketed. Such Series 1989A Bonds shall be deemed "Undelivered Series 1989A Bonds" and the Owner of any Undelivered Series 1989A Bond shall not be entitled to any payment (including any interest to accrue subsequent to the applicable Optional or Mandatory Date) other than the Purchase Price (and with respect to mandatorily tendered Series 1989A Bonds, interest accrued to the Mandatory Tender Date) for that Owner's Undelivered Series 1989A Bonds, and any Undelivered Series 1989A Bonds shall no longer be entitled to the benefits of this Indenture, except for the payment of the Purchase Price. Any money held by the Tender Agent for the purchase of an Undelivered Series 1989A Bond shall be transferred from the Purchase Fund and held in a segregated fund designated the "Undelivered Series 1989A Bond Fund," shall not be invested and shall be held in trust for the exclusive benefit of the Owner of those Undelivered Series 1989A Bonds. The Tender Agent shall notify the Trustee of each deposit into and payment from the Undelivered Series 1989A Bond Fund.

412. Series 1989A Bonds Purchased With Funds Advanced Under L.O.C.

Any Series 1989A Bonds purchased by the Tender Agent with funds provided under the L.O.C. or a Substitute Credit Facility shall be registered by the Tender Agent, as Co-Bond Registrar, in the name of the Bank. Any such Series 1989A Bonds may be remarketed at any time by the Remarketing Agent pursuant to the Remarketing Agreement.

413. Remarketing Not Reissuance.

It is the intention of the City that the arrangements for purchase and remarketing of the Series 1989A Bonds, including any purchase from funds advanced under the L.O.C. or a Substitute Credit Facility as provided in this Indenture shall not result in the extinguishment or the reissuance of the Series 1989A Bonds but that these arrangements shall be solely for the benefit of the Owners of the Series 1989A Bonds.

Article V.

The Project Fund.

501. Establishment Of And Deposits In Project Fund.

The Project Fund is established as a separate and distinct fund, to be maintained by the Trustee, and to be used as provided in this Indenture. There may be established various accounts in the Project Fund relating to particular Series of Bonds for use for particular Project Costs. A Series 1989A Account in the Project Fund is established by the Indenture. Additional Accounts in the Project Fund may be established by Supplemental Indentures providing for Series of Additional Bonds. All amounts received upon the sale of the Bonds, except those amounts which are to be deposited in the Bond Fund to the credit of the Interest Account or of the Capitalized Interest Account, as provided in Section 603 of this Indenture, shall be deposited in the Project Fund. In addition, amounts may be deposited in the Project Fund from the Bond Fund as provided in Section 603(8) of this Indenture. All amounts received upon the sale of the Series 1989A Bonds which are deposited in the Project Fund shall be credited to the Series 1989A Account and shall be used for Project Costs, including Costs of Issuance of Series 1989A Bonds as provided in this Article V. All interest and other investment income earned on the Project Fund shall be deposited as received in the Project Fund, and credited to the account with respect to which it was earned.

502. Payments From Project Fund For Project Costs.

The Trustee shall from time to time disburse moneys from the Project Fund for the payment of Project Costs, but only upon receipt by the Trustee of a written requisition of the City signed by an Authorized Officer, stating:

(a) the item number of the requisition and the Account, if any, in the Project Fund from which the payment is sought;

(b) the name of the person to whom the payment is due (which may include the City, to reimburse it for Project Costs previously expended by it, including Project Costs expended prior to the date of this Indenture);

(c) the amount to be paid;

(d) that the requisition is for the purpose of paying unreimbursed Project Costs in the stated amount of the type appropriate for disbursement from the particular Account in the Project Fund from which the requisition is sought, which have been expended or incurred by the City in each case, after _____, 1988; and

(e) the amount, if any, of the disbursement that is for the purpose of paying (or reimbursing the City for paying) Costs of Issuance of Bonds of a series, and if any portion of the disbursement is for that purpose, that the total cumulative amount of that and all previous disbursements for paying Costs of Issuance does not exceed 2% of the original principal amount of the Bonds of that series.

503. Transfers To Capitalized Interest Accounts Of The Bond Fund.

At any time upon the direction of an Authorized Officer, the Trustee shall withdraw from the Series 1989A Account of the Project Fund the amount directed by the Authorized Officer and shall deposit the amount so withdrawn into the Bond Fund to the credit of the Series 1989A Bonds Capitalized Interest Account.

504. Transfers Of Project Fund Amounts.

(a) At any time the Trustee shall transfer amounts in any account of the Project Fund to any other Account in the Project Fund, as directed by a Certificate of an Authorized Officer.

(b) At any time that the City determines that amounts in any Account in the Project Fund are not needed for paying Project Costs it shall file with the Trustee a Certificate of an Authorized Officer directing the Trustee to withdraw those amounts as set forth in the Certificate from the Project Fund and to deposit them in the Bond Fund to the Credit of the Redemption Account. At any time the City may file with the Trustee a Certificate of an Authorized Officer directing the Trustee to withdraw any amounts in the Project Fund and deposit them into the Bond Fund to the Credit of the Redemption Account. The Trustee

shall make all the withdrawals, deposits and credits as directed by a Certificate filed with it under this section.

505. Transfers To Rebate Fund.

The Trustee shall withdraw amounts from the Project Fund and deposit them into the Rebate Fund as directed by a Certificate of an Authorized Officer as provided in Section 908 of this Indenture.

Article VI.

*Application Of International Terminal Special Revenues
And Establishment Of Funds And Accounts.*

601. Establishment Of Certain Funds.

This Indenture provides for and governs the use of the following Funds and Accounts:

- (a) The International Terminal Special Revenue Fund;
- (b) The International Terminal Bond Fund, in which there are the following Accounts:
 - (1) The Interest Account;
 - (2) The Principal Account;
 - (3) The Bond Cost Account;
 - (4) Capitalized Interest Accounts for particular Series of Bonds, including a Series 1989A Bonds Capitalized Interest Account, and Capitalized Interest Accounts for additional Series of Bonds as provided by the related Supplemental Indentures; and
 - (5) The Redemption Account.
- (c) The Reimbursement Fund;

(d) The Rebate Fund.

602. International Terminal Special Revenue Fund.

(a) There is established by this Indenture the International Terminal Special Revenue Fund as a separate and distinct fund to be maintained by the Trustee, and to be used as provided in this Indenture.

(b) All International Terminal Special Revenues shall be immediately deposited as they are received in the International Terminal Special Revenue Fund. The City by this Indenture irrevocably assigns to the Trustee while any of the Bonds are Outstanding and while any amounts remain due under any Bank Agreement with any Bank, all payments to be owed to the City under all International Terminal Financing Agreements with respect to Financing Costs. The City shall direct all International Terminal Airline Parties to make all such payments under International Terminal Financing Agreements directly to the Trustee. All such amounts which the City may receive under the International Terminal Financing Agreements, and all other amounts which the City may receive which constitute International Terminal Special Revenues shall be immediately deposited by the City with the Trustee.

(c) All amounts deposited in the International Terminal Special Revenue Fund shall be paid and credited to the various Funds and Accounts and disbursed for the purposes of those Funds and Accounts, all in the amounts, at the times, for the purposes and in the priority as provided in this Article.

603. Bond Fund.

(a) There is established by this Indenture the International Terminal Bond Fund as a separate and distinct fund to be maintained by the Trustee and to be used as provided in this Indenture. Within this Fund there are established an Interest Account, a Principal Account, a Series of Capitalized Interest Accounts including a Series 1989A Bonds Capitalized Interest Account, a Redemption Account and a Bond Costs Account.

(b) (1) The Trustee shall withdraw from the International Terminal Special Revenue Fund and deposit into the Bond Fund to the credit of the Interest Account the amount as specified in this paragraph (1) on the dates specified in this paragraph (1). The deposit shall be made on the first Interest Payment Date of each month (or if there is no Interest Payment Date in the month, then on the first day of the month) while any Bonds are outstanding or any amounts remain due to any Bank under a Bank Agreement. The amount of the deposit shall be equal to the sum of (i) the amount of the interest to become due on Interest Payment Dates in the month after the deposit is due on Bonds which on the date of deposit have a Variable Interest Rate, and (ii) one-sixth of the interest to become due on the next Interest Payment Date on Bonds which on the date of deposit bear interest at a Fixed Interest Rate, until there is on deposit in the Interest Account the full amount of interest on Bonds coming due on those Interest Payment Dates. However, if the next Interest Payment Date for Bonds bearing interest at a Fixed Interest Rate is more or less

than six months after the first month in which there is to be a deposit in respect of those Bonds, the deposits in months before that Interest Payment Date will be a fraction of the interest then coming due, the numerator of which is one and the denominator of which is the number of months of deposit before that Interest Payment Date. For Bonds bearing interest at a Variable Interest Rate, interest for purposes of this paragraph (1) shall be calculated on the basis of the maximum interest rate for those Bonds (including at the maximum interest rate for Bank Bonds if any Bonds are Bank Bonds when the deposit is made). There shall be deducted from the amount so required to be deposited into the Bond Fund and credited to the Interest Account in any month all amounts then credited to the Capitalized Interest Accounts and available for paying that interest coming due on Bonds.

(2) On any date that there is credited to the Interest Account an amount that together with the amounts then credited to the Capitalized Interest Accounts and available for paying that interest then coming due on Bonds, is less than the actual amount of interest which is then due on the Bonds, the Trustee shall withdraw from the International Terminal Special Revenue Fund and deposit to the Bond Fund to the credit of the Interest Account an amount so that after applying available amounts so credited to the Capitalized Interest Account to that interest payment, there is credited to the Interest Account a sufficient amount to pay the actual interest amount so due.

(c) Whenever the amounts which have been credited to the Interest Account pursuant to paragraph (b) of this section are less than the amounts required so to have been credited, the Trustee shall on each day that any amounts are on deposit in the International Terminal Special Revenue Fund withdraw those amounts from that Fund and deposit them into the Bond Fund to the credit of the Interest Account, until the deficiency has been made up.

(d) On each day that deposits to the Bond Fund are made as provided in paragraph (a)(1) of this section, after making all deposits and credits under paragraphs (b) and (c) of this section, the Trustee shall withdraw from the International Terminal Special Revenue Fund and deposit into the Bond Fund to the credit of the Principal Account one-twelfth the principal amount of Bonds coming due, either at maturity or pursuant to mandatory sinking fund redemption, on the next January 1 until there is on deposit in the Account the full amount of that principal coming due on the next January 1. In addition, whenever the amounts which have been so credited to the Principal Account are less than the amount which has been required so to be credited, the Trustee shall (after making the deposits and credits as provided in paragraphs (b) and (c) of this section) on each day that any amounts are on deposit in the International Terminal Special Revenue Fund withdraw those amounts from that Fund and deposit them into the Bond Fund to the credit of the Principal Account, until the deficiency has been made up.

(e) Amounts credited to the Interest Account shall be applied by the Trustee to the payment of the interest on the Bonds as it falls due (other than interest to be paid from the Capitalized Interest Account as provided in paragraph (h) of this section). Amounts credited to the Principal Account shall be applied by the Trustee to the payment of the principal of the Bonds as it comes due, at maturity or pursuant to mandatory sinking fund redemption. Amounts credited to the Interest Account and Principal Account shall be applied to reimbursement of the Banks for principal and interest draws on the L.O.C. or

Substitute Credit Facility, and including purchase draws for interest on L.O.C. or Substitute Credit Facility draws, as provided in Section 605 of this Indenture.

(f) At any time, the Trustee, upon direction of an Authorized Officer, shall withdraw moneys from the Principal Account and purchase Bonds or portions of Bonds, which Bonds mature or are subject to mandatory sinking fund redemption on the next January 1. The principal amount of Bonds so purchased shall not exceed the principal amount of Bonds coming due on that principal payment date. The principal amount of Bonds subject to mandatory sinking fund redemption so purchased shall be a credit against and reduction of the amount of the mandatory sinking fund redemption requirement on the Bonds on that next principal payment date. No purchase of Series 1989A Bonds shall be made after notice of redemption of Series 1989A Bonds of that maturity shall have been given. No Series 1989A Bonds may be so purchased at a price in excess of their principal amount.

(g) The City shall pay to and deposit in the Bond Fund, to the credit of the Series 1989A Bonds Capitalized Interest Account, from amounts received upon the sale of the Series 1989A Bonds, the sum of \$_____. In addition, the Trustee may deposit amounts into the Bond Fund to the credit of the Series 1989A Bonds Capitalized Interest Account as provided in Section 503 of this Indenture. Interest and other investment earnings on amounts in Capitalized Interest Accounts shall be deposited in the Bond Fund to the credit of the Account of the investment credited to those Accounts.

(h) The Trustee shall use the amounts in the Series 1989A Bonds Capitalized Interest Account to pay interest on the Series 1989A Bonds, including upon an optional redemption of Series 1989A Bonds. Amounts credited to the Series 1989A Capitalized Interest Account shall also be applied to reimbursement of the Bank as provided in Section 604 of this Indenture. Amounts in the Series 1989A Bonds Capitalized Interest Account shall be all applied to the payment of interest on the Series 1989A Bonds, including making reimbursements of a Bank for draws on the L.O.C. or a Substitute Credit Facility in respect of interest on Series 1989A Bonds (including interest on such draws), prior to any amounts in the Interest Account being so applied. Any amounts on hand in the Series 1989A Bonds Capitalized Interest Account after the first interest payment date in July, 1991, shall be transferred to and designated in the Series 1989A Account of the Project Fund.

(i) The City shall pay to and deposit in the Bond Fund to the credit of the Bond Costs Account, from amounts received upon the sale of the Series 1989A Bonds, the sum of \$_____. On each January and July (and in such other months as the City may direct by a Certificate of Authorized Officer) after making the deposits and credits as provided in paragraphs (b), (c) and (d) of this section for that month, the Trustee shall withdraw from the International Terminal Special Revenue Fund and deposit into the Bond Fund to the credit of the Bond Costs Account an amount as directed by a Certificate of an Authorized Officer, so that the total amount then credited to that Account is sufficient to pay all Bond Costs coming due until the next such scheduled deposit in the Bond Costs Account. In addition, whenever the amounts will have been so credited to the Bond Costs Account are less than the amount which is required to have been credited as provided in the preceding sentence, the Trustee shall, after making the deposits and credits as provided in paragraphs (b), (c) and (d) of this section, on each date that there are any amounts on deposit in the International Terminal Special Revenue Fund withdraw any remaining amounts from that Fund and deposit those amounts in the Bond Fund to the credit of the

Bond Costs Account until the deficiency has been made up. Amounts in the Bond Costs Account shall be applied by the Trustee as directed by a Certificate of an Authorized Officer to payment of Bond Costs. All interest and other investment earnings on amounts in the Bond Costs Account shall be deposited in the Bond Fund to the credit of the Bond Costs Account.

(j) All amounts paid by the Trustee from the Project Fund and deposited in the Bond Fund pursuant to Section 504 of this Indenture shall be immediately credited to the Bond Redemption Account.

(k) If at any time the amounts in the Interest Account or the Principal Account, after credits to those Accounts pursuant to paragraphs (b), (c) and (d) of this section have been made, but prior to transfers to those Accounts pursuant to paragraph (14) of this section, are insufficient to pay, respectively, the interest on the Bonds to be paid from the Interest Account as it comes due, and to pay principal on Bonds as it comes due at maturity or pursuant to mandatory sinking fund redemption, including in each case making reimbursement of Banks for draws on the L.O.C. or a Substitute Credit Facility in respect of principal or interest (including interest on such draws and interest on purchase draws); the Trustee shall transfer amounts from the Redemption Account to the Interest Account sufficient to provide for that interest payment and Bank reimbursement, and after that transfer is made shall transfer any remaining amounts in the Redemption Account to the Principal Account needed to provide for that principal payment and Bank reimbursement.

(l) In each month the Trustee, after making all required deposits in the Bond Fund to the credit of the Interest Account, the Principal Account and the Bond Costs Account, shall, at the direction of an Authorized Officer, cause an amount to be withdrawn from the International Terminal Special Revenue Fund and deposited in the Bond Fund to the credit of the Redemption Account, sufficient to reimburse the Redemption Account for all prior unreimbursed transfers from it to the Principal Account and the Interest Account.

(m) Amounts at any time in the Redemption Account may be used by the Trustee at the direction of an Authorized Officer to redeem Bonds, to purchase Bonds or to provide for the payment or redemption of Bonds as provided in Article IV of this Indenture. No purchase of Bonds shall be at a price in excess of the Redemption Price of the Bonds for an optional redemption at the next optional redemption date, plus accrued and unpaid interest on the principal of the Bonds to be redeemed to the date of redemption. An Authorized Officer may direct the Trustee as to the method of making any purchase of Bonds. No purchase of any Bonds from the Redemption Account shall be made by the Trustee after notice of redemption of Bonds of that maturity shall have been given. The redemption or purchase of Term Bonds pursuant to this paragraph shall be a credit against and reduction of the required amounts of mandatory sinking fund redemptions as directed by the City in a Certificate of an Authorized Officer delivered to the Trustee.

(n) If at any time the amounts in the Bond Fund, included in the Redemption Account, after all transfers have been made as provided in paragraphs (1) through (3) of this section are insufficient to pay interest on the Bonds as it comes due, to pay principal on Bonds at maturity or pursuant to mandatory sinking fund redemption, to reimburse Bank for draws on the L.O.C. or Substitute Credit Facility for interest or principal (including interest on such draws and interest on Purchase Draws or to pay Bond Costs as they come

due, the Trustee shall withdraw amounts from the Reimbursement Fund to the extent there are amounts in that Fund and deposit those amounts in the Bond Fund to the credit first of the Interest Account, then of the Principal Account and finally of the Bond Costs Account so that when added to amounts already in those Accounts and the Capitalized Interest Account, those Accounts shall be sufficient to make such payments.

(o) The Trustee, after making all required deposits in the Bond Fund, shall cause an amount to be withdrawn from the International Terminal Special Revenue Fund and deposited in the Reimbursement Fund to reimburse it for all prior unreimbursed transfers from it to the Bond Fund, and after the Reimbursement Fund has been fully reimbursed, the Trustee shall cause an amount to be withdrawn from the International Terminal Special Revenue Fund and deposited in the Project Fund to reimburse it for all prior unreimbursed transfers from it to the Bond Fund under paragraph (n) of this section.

604. Bank Reimbursements.

(a) As provided in Section 301(b) of this Indenture, the principal of and interest on the Series 1989A Bonds is payable, prior to application of any amounts in the Bond Fund, from draws by the Trustee on the L.O.C. or a Substitute Credit Facility. Amounts in the Series 1989A Bonds Capitalized Interest Account and the Interest Account shall, on each Interest Payment Date, be applied to the payment of interest on the Series 1989A Bonds not paid from a draw on the L.O.C. or a Substitute Credit Facility on that date and amounts in the Principal Account shall be applied to the payment of principal on the Series 1989A Bonds not paid from a draw on the L.O.C. or a Substitute Credit Facility on that date. Amounts credited to the Series 1989A Capitalized Interest Account and the Principal Account after being applied as provided in the preceding sentence, shall be applied on each such Interest or Principal Payment Date, and on each succeeding day to make all reimbursements to the Banks, for draws on the L.O.C. or a Substitute Credit Facility in respect of interest on or principal of the Bonds, including interest on unreimbursed draws (including purchase draws) on the L.O.C. or a Substitute Credit Facility. In calculating the amount of interest on the Bonds with respect to which deposits are to be made to the Bond Fund to the credit of the Interest Account under paragraph (b) of Section 603 of this Indenture, there shall be included interest which shall have accrued on unreimbursed draws on the L.O.C. or a Substitute Credit Facility.

(b) As provided in Section 301(b)(2) of the Indenture, the obligation of the Tender Agent to purchase Series 1989A Bonds from Bondowners upon either an optional or mandatory purchase may be required to be made from draws on the L.O.C. or a Substitute Credit Facility. The obligation of the City to reimburse the Banks for those purchase draws, including any notes which may evidence those obligations, shall be treated as Bonds for purposes of this Indenture and the obligation to pay interest on that reimbursement obligation as interest on Bonds.

605. Reimbursement Fund.

The City may from time to time notify the Trustee by a Certificate of an Authorized Officer of the amount by which the total collections of payments by International Airline Parties of Financing Costs exceed the amount of Financing Costs owed under the Financing Agreements. If at any time there shall be on deposit any sums in the International Terminal Special Revenue Fund not then required to be transferred to the Bond Fund or paid to Banks as provided in Section 604 of this Indenture, all such amounts up to the amount (less prior such deposits) which the City has notified the Trustee as provided in the first sentence of this section, shall be deposited in the Reimbursement Fund. All amounts deposited in the Reimbursement Fund shall be applied by the Trustee immediately upon being deposited in the Reimbursement Fund as directed by the Certificate of an Authorized Officer for any of the following purposes:

- (1) for making reimbursement payments to International Terminal Airline Parties under the Financing Agreement;
- (2) for deposit in the International Terminal Special Revenue Fund; or
- (3) for payment to the City.

The City shall notify the Trustee as to the amount of credit against future payments of Financing Costs to which any International Terminal Airline Party shall be entitled under the Financing Agreements upon a transfer from the Reimbursement Fund to the International Terminal Special Revenue Fund.

606. Trust Funds -- Liens And Security Interests.

(a) The Revenue Fund, the Bond Fund and the Reimbursement Fund shall be funds held in trust for the Bondowners and any Banks, all as and to the extent provided in this Indenture, and subject to use and disbursement as provided in this Indenture.

(b) All International Terminal Special Revenues are, by this Indenture, pledged and assigned to the Trustee for the benefit of the Bondowners and any Banks. The International Terminal Special Revenue Fund, the Bond Fund and the Reimbursement Fund are each, by this Indenture, pledged and assigned to the Bondowners and any Bank, and the Bondowners and any Bank are granted a lien on and security interest in those Funds and Accounts, all for use and subject to disbursement as provided in this Indenture. The pledges, assignments, security interests and liens described in this section are valid and binding from the date any Bonds are issued, without any physical delivery or further action, and shall be valid and binding as against, and prior to any claim of all other parties having claims of any kind in tort, contract or otherwise against the City or any International Terminal Airline Party, or any other person, irrespective of whether the other parties have notice of the lien or security interest.

(c) The City by this Indenture assigns to the Trustee the right to receive all payments which are required to be made by International Terminal Airline Parties under the

Financing Agreements of Financing Costs. The City also assigns to the Trustee the right to enforce the Financing Agreements (other than unassigned rights as provided in the Financing Agreement) at law or in equity. This assignment to the Trustee of the right to enforce Financing Agreements shall not prevent the City from enforcing those Agreements on its own behalf, either separately from or together with the Trustee consistent with the exercise of the powers of the Trustee.

607. Investment Income.

All interest and other investment income earned on moneys in the Bond Fund (except the Bond Costs Account and Capitalized Interest Accounts) and the Reimbursement Fund shall be deposited as they are received in the International Terminal Special Revenue Fund for payment or credit as provided in this Article, except for amounts to be deposited in the Rebate Fund as provided in Section 908 of this Indenture.

608. Rebate Fund.

There is established by this Indenture a Rebate Fund to be held by the Trustee. There shall be deposited in the Rebate Fund such Fund as shall be required to be so deposited in order for the City to comply with Sections 908 and 912 of this Indenture. The City will, by Certificates of an Authorized Officer, direct the Trustee as to the amounts to be so deposited from time to time in the Rebate Fund and the Trustee shall, upon receipt of those directions, make those deposits. Amounts in the Rebate Fund shall be used for making all needed rebate payments to the United States as required in order for the City to comply with Sections 908 and 912 of this Indenture. The City may, by Certificates of an Authorized Officer, direct the Trustee to withdraw excess amounts in the Rebate Fund which the City so determines are not required so to be on deposit shall be withdrawn by the Trustee from the Rebate Fund and deposited in the International Terminal Special Revenue Fund. Interest and other investment earnings on the Rebate Fund shall be deposited as received in the Rebate Fund.

Article VII.

Security For Deposits And Investment Of Funds.

701. Funds Held In Trust And Security For Them.

All moneys held by the Trustee or any Paying Agent, as such, at any time pursuant to the terms of this Indenture are assigned, transferred and set over to the Trustee or Paying Agent in trust for the purposes and upon the terms and conditions of the Indenture. Subject to the provisions of Section 702 as to investment of moneys, all money (not including

securities) held by the Trustee or a Paying Agent, as such, may be deposited by it in its banking department or with such other banks, trust companies, or national banking associations, each having its principal place of business in the City, as may be designated by the City and approved by the Trustee. No such funds shall be deposited with any bank, trust company or national banking association, other than the Trustee, in an amount exceeding 25% of the amount which an officer of such bank, trust company or national banking association shall certify to the Trustee and the City as the combined capital, surplus and undivided profits of such bank, trust company or national banking association. No such funds shall be deposited or remain on deposit with any bank, trust company or national banking association in excess of the amount insured by the Federal Deposit Insurance Corporation, unless (a) such bank, trust company or national banking association shall have deposited in trust with the trust department of the Trustee or with a Federal Reserve Bank or branch or, with the written approval of the Trustee and the City, pledged to some other bank, trust company or national banking association, for the benefit of the City and the appropriate Fund or Account, as collateral security for the moneys deposited, Qualified Collateral having a current market value (exclusive of accrued interest) at least equal to 110% of the amount of such moneys, or (b) in lieu of such collateral security as to all or any part of such moneys, there shall have been deposited in trust with the trust department of the Trustee, for the benefit of the City and the appropriate Fund or Account, and remain in full force and effect as security for such moneys or part of them, the indemnifying bonds or bonds of a surety company or companies qualified as surety for deposits of funds of the United States of America and qualified to transact business in the State of Illinois in a sum at least equal to the amount of such moneys or part of them. The Trustee and every Paying Agent shall allow and credit interest on any such moneys held by it at such rate as it customarily allows upon similar moneys of similar size and under similar conditions or as required by law.

702. Investment Of Funds Held By The Trustee.

(a) Moneys in the Fund shall be invested in Permitted Investments as directed by the City so that the maturity date or date of redemption at the option of the holder of those Permitted Investments shall coincide, as nearly as practicable, with the times at which money in the Funds will be required for the purposes provided in this Indenture.

(b) Obligations purchased as an investment of money in any Fund held by the Trustee under the provisions of this Indenture shall be deemed at all times to be a part of that Fund.

(c) Permitted Investments shall be sold at the best price obtainable whenever it shall be necessary to do so in order to provide money to make any withdrawal or payment from any Fund or Account. Should the City fail to do so, the Trustee may sell any such investments to the extent needed to apply money in the Bond fund to payments of principal of and interest on Bonds or for reimbursement of Bonds under Section 604 of this Indenture. All

amounts in the International Terminal Special Revenue Fund, the Bond Fund and the Reimbursement Fund may be commingled for purposes of investments. The Trustee shall upon the request of the City advise in writing, on or before the last day of each calendar month, of the details of all investments held for the credit of each Fund in its custody under the provisions of this Indenture as of the end of the preceding month.

703. Liability Of Trustee For Investments.

The Trustee shall not be liable or responsible for the making of any investment authorized by the provisions of this Article, in the manner provided in this Article, or for any loss resulting from any investment so made, except for its own negligence or default. The Trustee may rely on a Counsel's Opinion in determining whether an investment is a Permitted Investment.

Article VIII.

The Trustee And Paying Agents.

801. Trustee; Acceptance Of Duties.

The Trustee shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by written instrument of acceptance deposited with the City.

802. Paying Agents; Appointment And Acceptance Of Duties.

The City may appoint one or more Paying Agents for the Bonds or particular Series of Bonds in the manner and subject to the conditions set forth in Section 812 of this Indenture for the appointment of a successor Paying Agent.

Each Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by written instrument of acceptance deposited with the City and the Trustee.

The corporate trust offices of the Paying Agents are designated as the respective agencies of the City for the payment of the principal and Redemption Price of and the interest on the Bonds.

803. Responsibilities Of Trustee And Paying Agents.

Neither the Trustee nor any Paying Agent shall be deemed to make any representations as to the validity or sufficiency of this Indenture or of any Bonds issued under this Indenture or in respect of the security afforded by this Indenture, and neither the Trustee nor any Paying Agent shall incur any responsibility in respect of that security. Neither the Trustee nor any Paying Agent shall be under any responsibility or duty with respect to the issuance of the Bonds for value or the application of the proceeds of the Bonds or the application of any money paid to the City. Neither the Trustee nor any Paying Agent shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect of this Indenture, or to advance any of its own money, unless properly indemnified. Except as set forth in Article IV, neither the Trustee nor any Paying Agent shall be liable in connection with the performance of its duties under this Indenture except for its own negligence or default. Neither the Trustee nor any Paying Agent shall be under any responsibility or duty with respect to the application of any money paid to any one of the others. The Trustee, the Remarketing Agent, the Paying Agent and the Tender Agent are not agents for each other under this Indenture and are not accountable for the acts or omissions of each other.

804. Evidence On Which Fiduciaries May Act.

The Trustee and any Paying Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Trustee and any Paying Agent may consult with counsel, who may or may not be counsel to the City, and the opinion or advice of counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Indenture in good faith and in accordance with that opinion or advice.

Whenever the Trustee or any Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, the Trustee or any Paying Agent may (unless other evidence in respect thereof be therein specifically prescribed) accept such evidence of such matter or may require such further or additional evidence as it may deem reasonable.

Except as otherwise expressly provided in this Indenture, any request, order, notice or other direction required or permitted to be furnished pursuant to this Indenture by the City to the Trustee or any Paying Agent shall be sufficiently executed if executed in the name of the City by an Authorized Officer.

805. Compensation.

The City shall cause to be paid to the Trustee from the Bond Costs Account of the Bond Fund the Trustee's reasonable fees and expenses which it is entitled to receive pursuant to written agreement with the City.

806. Permitted Acts And Functions.

The Trustee and any Paying Agent individually or otherwise may buy, own, hold and sell (including acting as an underwriter in respect of) any Bonds, bonds, coupons or notes of the City, whether issued or created before or after the date of this Indenture; and may engage or be interested in any financial or other transaction with the City, with like effect and with the same rights it would have if it were not Trustee or Paying Agent. The Trustee and any Paying Agent may act as depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondowners or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not any such committee shall represent the Owners of a majority in principal amount of the Bonds then Outstanding.

807. Resignation Of Trustee.

The Trustee may at any time, except during the continuance of an Event of Default, resign, (provided that no such resignation shall be permitted within the fifteen (15) day period next preceding any Interest Payment Date prior to the Conversion Date and during the seven day period preceding any Optional Tender Date) and be discharged of the duties and obligations created by this Indenture by giving not less than sixty (60) days written notice to the City and mailing notice of resignation to the registered owners of each Bond, specifying the date when the resignation shall take effect. The resignation shall not take effect upon the day specified in that notice unless previously a successor shall have been appointed, as provided in Section 809 in this Indenture, in which event the resignation shall take effect immediately on the appointment of the successor.

808. Removal Of Trustee.

The Trustee shall be removed by the City if at any time so requested by an instrument or concurrent instruments in writing, filed with the Trustee and the City, signed by the Owners of a majority in principal amount of the Bonds then Outstanding or their attorneys-in-fact duly authorized, excluding any Bonds held by or for the account of the City or held by the Tender Agent pursuant to Section 301(b) of this Indenture. The City may remove the Trustee at any time, except during the existence of an Event of Default as defined in Section 1202 of this Indenture, for such cause as shall be determined in the sole discretion of the City by filing with the Trustee an instrument signed by an Authorized Officer of the City.

809. Appointment Of Successor Trustee.

In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator

or conservator of the Trustee, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee, or of its property or affairs, the City covenants and agrees that it will upon that event appoint a successor Trustee. The City shall give or cause to be given notice of any such appointment made by mail to the registered Owners of all the Bonds, such notice to be given within 45 days after the appointment.

If in a proper case no appointment of a successor Trustee shall be made pursuant to the preceding provisions of this section within forty-five (45) days after the Trustee shall have given to the City written notice, as provided in Section 807 of this Indenture, or after a vacancy in the office of the Trustee shall have occurred by reason of its inability to act, the Trustee or the Owner of any Bond may apply to any court of competent jurisdiction to appoint a successor Trustee. That court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

Any trustee appointed under the provisions of this Section 809 in succession to the Trustee shall be a bank or trust company organized under the laws of the State of Illinois or a national banking association, and having a capital and surplus aggregation at least Fifty Million Dollars (\$50,000,000), if there be such a bank or trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture.

The City shall give prompt notice of the removal of the Trustee or the appointment of any successor Trustee to each Rating Agency which at the time has a rating for the Bonds in effect.

810. Transfer Of Rights And Property To Successor Trustee.

Any successor Trustee appointed under this Indenture shall execute, acknowledge and deliver to its predecessor Trustee, and also to the City, an instrument accepting the appointment, and such successor Trustee, without any further act, deed or conveyance, shall then become fully vested with all money, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, with like effect as if originally named as Trustee; but the Trustee ceasing to act shall nevertheless, on the written request of the City, or of the successor Trustee, execute, acknowledge and deliver such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the predecessor Trustee in and to any property held by it under this Indenture, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions set forth in this Agreement. Should any deed, conveyance or instrument in writing more fully and certainly vesting in and confirming to such successor Trustee any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the City. Any such successor Trustee shall promptly notify each Paying Agent of its appointment.

811. Merger, Conversion Or Consolidation.

Any company into which the Trustee or any Paying Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee or any Paying Agent may sell or transfer all or substantially all of its corporate trust business, shall be the successor to such Trustee or Payng Agent without the execution or filing of any paper or the performance of any further act, provided with respect to the Trustee that such company shall be a bank or trust company organized under the laws of the State of Illinois or a national banking association and shall have an office for the transaction of its business in the State of Illinois, and shall be authorized by law to perform all the duties imposed upon it by this Indenture.

812. Resignation Or Removal Of Paying Agents And Appointment Of Successors.

Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least sixty (60) day's written notice to the City and the Trustee. Any Paying Agent may be removed at any time by an instrument filed with that Paying Agent and the Trustee and signed by an Authorized Officer of the City. Any successor Paying Agent shall be appointed by the City and shall be a bank or trust company organized under the laws of any state of the United States or a national banking association (a) having a capital and surplus aggregating at least Five Million Dollars (\$5,000,000) or (b) being a wholly owned subsidiary of the Trustee, and willing and able to accept the office of Paying Agent on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture.

In the event of the resignation or removal of any Paying Agent, that Paying Agent shall pay over, assign and deliver any money held by it to its successor, or if there be no successor then appointed, to the Trustee until its successor is appointed.

Article IX.

Particular Covenants Of The City.

The City covenants and agrees with the Trustee, the Bondowners from time to time and any Bank that, while any Bonds are Outstanding, and while any amounts are due under any Bank Agreement, it shall comply with, and perform each of the covenants set forth in this Article in addition to all other of its obligations in this Indenture, the Bonds, the Reimbursement Agreements and the Remarketing Agreement. The Trustee shall undertake the responsibilities set forth in this Indenture.

901. Payment Of Bonds And Bank Agreements:

(a) The City shall duly and punctually pay or cause to be paid the principal of and the interest on each Bond and make all payments due under all Bank Agreements at the dates and places and in the manner specified in this Indenture, the Bonds and any Bank Agreements. The City is only obligated to pay or cause that payment to be made from the sources specified in Section 201 of this Indenture. The City will apply, deposit, invest and use all International Terminal Special Revenues and other moneys required to be deposited in the various Funds and Accounts established by this Indenture, all as provided in this Indenture. Deposit by the City of all amounts with the Trustee in the Bond Fund as provided in this Indenture shall relieve the City of any further payment obligations for the Bonds.

(b) The City will use its best efforts so that at all times the L.O.C. or a Substitute Credit Facility secures the Series 1989A Bonds and in the event a mandatory tender of Series 1989A Bonds arises upon any Bank Default to provide a Substitute Credit Facility for those Bonds.

902. Offices For Servicing Bonds.

The City by this Indenture appoints the Trustee as Bond Registrar to provide for the registration, transfer or exchange of the Bonds.

903. Further Assurance.

The City shall, as far as it may be authorized by law to do so, comply with any reasonable request of the Trustee at any time to pass, make, do, execute, acknowledge and deliver any further ordinances, resolutions, acts, deeds, pledges, assignments, grants, transfers, filings and assurances as may be necessary or desirable for the better assuring, pledging, assigning, granting a lien on or security interest in and confirming the pledges, assignments and grants of all the International Terminal Special Revenues, Funds and Accounts which are or are to be pledged, assigned or granted pursuant to this Indenture for the benefit of the Bondowners and the Banks, or otherwise to provide for the payment of the principal of and interest on the Bonds and all payments due under any Bank Agreements as those amounts come due and to provide for the compliance with, observance and performance of the obligations of the City under this Indenture.

904. Receipt By Trustee Of Payments Under And Enforcement Of International Terminal Financing Agreements.

The City and the Trustee shall receive and immediately deposit in the International Terminal Special Revenue Fund for the purposes set forth in the Indenture all amounts payable to either of them pursuant to the International Terminal Financing Agreements with respect to Financing Costs including interest due on those amounts. The City shall enforce or cause to be enforced the provisions of the International Terminal Financing

Agreements, and shall duly perform its covenants and agreements under those agreements. The City will not consent or agree to or permit any rescission of or amendment to or otherwise take any action under or in connection with any of the International Terminal Financing Agreements which will reduce the total payments required under the International Terminal Financing Agreements with respect to Financing Costs, including interest on those amounts, or which will in any manner materially impair or materially adversely affect the rights of the City under any of those agreements or the rights or security of the Bondowners or any Bank under this Indenture. An executed counterpart of each International Terminal Financing Agreement shall be filed by the City with the Trustee. This shall not prohibit the City from entering into further International Terminal Financing Agreements with additional International Terminal Airline Parties.

905. Accounts And Reports.

(a) The City shall keep or cause to be kept proper books of records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the International Terminal Financing Agreements and each Fund and Account established under this Indenture or relating to charges and collections under the International Terminal Financing Agreements and which, together with the International Terminal Financing Agreements, shall at all times be subject to the inspection of the Trustee, the Bondowner and any Bank.

(b) The Trustee shall advise the City promptly after the end of each month of the respective transactions during the month relating to each Fund and Account held by it under this Indenture. The City shall have the right upon reasonable notice and during reasonable business hours to audit the books and records of the Trustee with respect to the Funds and Accounts held by the Trustee under this Indenture.

(c) The City shall file with the Trustee and any Bank and each International Terminal Airline Party immediately upon becoming aware of any Event of Default or default in the performance by the City of any covenant, agreement or condition contained in this Indenture, a Certificate of an Authorized Officer specifying such Event of Default or default.

(d) The reports, statements and other documents required to be furnished to the Trustee pursuant to any provisions of this Indenture shall be available for the inspection of the Bondowners at the office of the Trustee and shall mail monthly activity reports to any Bank.

906. Creation Of Liens.

The City shall not issue any bonds, notes, debentures, or other evidences of indebtedness of a similar nature, other than the Bonds, including Additional Bonds, and the Bank Agreements (and notes evidencing obligations under them), payable out of or secured by a

security interest in or a pledge or assignment of the International Terminal Special Revenues or the Funds or Accounts established by this Indenture, or the moneys required to be deposited in those Funds and Accounts, and shall not create or cause to be created any lien, security interest or charge on the International Terminal Special Revenues or such Funds, Accounts and money except as provided in this Indenture.

907. Additional Bonds.

(a) The City covenants with the Bondowners and any Bank that it will not issue any Bonds in addition to the Series 1989A Bonds except as provided in this section.

(b) The City may issue Bonds in addition to the Series 1989A Bonds in a total principal amount, including the original principal amount of the Series 1989A Bonds, not exceeding \$22,000,000 if the Trustee shall have received a Certificate of an Authorized Officer, or prior to issuing the additional Bonds, evidencing that sufficient International Terminal Airline Parties have consented to the issuance of the additional Bonds as provided in the Financing Agreement so that debt service on the additional Bonds constitute Financing Costs under the Financing Agreement.

(c) Bonds in addition to the Series 1989A Bonds may at any time and from time to time be issued regardless of their principal amount pursuant to this Indenture if the Trustee shall have received a Counsel's Opinion and a Certificate of an Authorized Officer in each case as described in this paragraph (c). The Counsel's Opinion shall be from a nationally recognized bond counsel. It shall state there are in existence valid and legally binding International Terminal Financing Agreements with International Terminal Airline Parties which shall obligate those International Terminal Airline Parties together to pay amounts to the Trustee sufficient to make all required deposits in and credits to and payments from the International Terminal Special Revenue Fund as provided in this Indenture and any Supplemental Indenture with respect to the Additional Bonds during the full period that any such Additional Bonds are to be Outstanding.

908. Arbitrage Bonds.

The City will not direct or permit any action which would cause any Bonds to be an "arbitrage bond" within the meaning of Section 148 of the Code, as amended, from time to time and as applicable to such Bonds, and will affirmatively take all actions, including causing amounts held under this Indenture to be deposited in the Rebate Fund and applied to rebates to the United States, so that no Bonds not constituted such an "arbitrage bond."

909. Payment Of Bond Costs.

The City will promptly pay all Bond Costs owed by it under this Indenture including amounts owed to the Trustee, the Paying Agents, the Tender Agent and, under the Remarketing Agreement, to the Remarketing Agent.

910. Maintenance Of Remarketing Agent.

While Series 1989A Bonds are outstanding at a Variable Interest Rate the City will use its best efforts to maintain a Remarketing Agent for those Bonds.

911. Use Of Proceeds.

(a) Amounts deposited in the Project Fund under Section 501 of this Indenture with respect to the Bonds shall be used to pay Project Costs, including Costs of Issuance for each Series of Bonds.

(b) The City will use substantially all of the proceeds of each series of Bonds (other than Additional Bonds the Supplemental Indenture for which specifies that the provisions of this Section 910(2) do not apply) to provide an airport within the meaning of Section 142 of the Code, and will not use proceeds of each series of Bonds for purposes which shall result in interest on any series of Bonds being included in gross income for federal income tax purposes. The City, without limiting the generality of the covenant of the preceding sentence, will in order to comply with that sentence, use the amounts so deposited in the Project Fund, including interest and investment earnings on those amounts, as follows:

(1) Those amounts which are so deposited shall be disbursed so that not less than 95% of the amounts derived by the City, directly or indirectly, from the sale of each such series of Bonds or other obligations together with interest and other investment earnings on those amounts, shall be used to provide an airport within the meaning of Section 142 of the Code and so that not more than 5% of such amounts derived from the sale of each such series of Bonds or other obligations (including interest and investment earnings), shall be used to provide working capital or non-qualifying facilities within the meaning of that section or paying issuance costs (including underwriter's discount and fees) within the meaning of Section 147 of the Code, and so that no more than 2% of the principal amount of each such series of Bonds or other obligations shall be used to pay issuance costs within the meaning of Section 147 of the Code.

(2) Any amounts so deposited remaining undisbursed after the use of such amounts in accordance with paragraph (1) above shall be placed in the Bond Fund and then placed in escrow for payment or redemption of Bonds as shall be required by Section 142 of the Code. The amount so placed in escrow shall not be invested to produce a yield greater than the yield on the series of Bonds from which the amount was derived. Nonetheless, any such undisbursed amounts in the Project Fund may, subject to requirements of this Indenture, be used for such purposes as would not in Bond Counsel's Opinion, cause the interest on

that series of Bonds from which the amount was derived to be included in gross income for federal income tax purposes.

(3) For purposes of computing the percentage set forth in paragraph (1) above, (i) the amounts derived by the City from the sale of each such series of Bonds plus interest and other investment earnings on those amounts, are reduced by all amounts which are properly allocable on a pro rata basis between providing an airport (but are not reduced by issuance costs within the meaning of Section 149 of the Code) and providing for other uses; and (ii) only amounts which are chargeable to the Project's capital account, or which would be so chargeable either with a proper election by a taxpayer or but for a proper election of a taxpayer to deduct such amounts.

(4) The City will disburse or permit the disbursement of amounts so deposited in the Project Fund so that none of the amounts so deposited shall be used, directly or indirectly (including by designing facilities for use by the City), to acquire land (or an interest in land) to be used for farming and so that less than 25% of the proceeds of each such series of Bonds will be so used, directly or indirectly, for the acquisition of land not used for farming purposes, all as provided in Section 147 of the Code.

(5) The City will disburse or permit the disbursement of amounts so deposited in the Project Fund so that none of those amounts shall be used to acquire property, or an interest in property (including by designing facilities for use by the City) unless the first use of such property is pursuant to such acquisition or unless with respect to a building, and the equipment for it, rehabilitation expenditures with respect to the building equal or exceed 15% of the portion of the cost of acquisition of the building and equipment financed with the proceeds of each such series of Bonds, all as provided in Section 147(d) of the Code.

(6) The City will disburse or permit the disbursement of amounts so deposited in the Project Fund so that none of those amounts will be used to provide (including by designing facilities) property which is not to be owned by the City, or which (for a series of Bonds) has a reasonably expected economic life such that the average maturity of Bonds of the related series exceeds 120% of that economic life within the meaning of the Code, or which is described in Section 147(e) of the Code, including, without limitation, any health club facility, airplane, facilities primarily used for gambling or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(c) The City will maintain ownership of the International Terminal which is the subject of the Project and use it so that interest on each such series of Bonds continues to be not included in gross income for federal income tax purposes under the Code.

912. General Federal Tax Covenant.

The City shall file all required forms and reports to ensure that interest on each series of Bonds (other than Bonds other than Series 1989A Bonds, the Supplemental Indenture for which provides that the provisions of this Section 912 do not apply) is and shall remain not included in gross income for federal income tax purposes and, to the extent practicable, shall impose such requirements and take such actions as are permitted by law as are or

may become necessary in order that interest paid on each such series of Bonds shall be and remain not included in gross income for federal income tax purposes under the Code, including as the Code may subsequently be amended.

913. Equality Of City Obligations.

All Bonds authorized pursuant to this Indenture shall rank equally as to security, regardless of the time or times of their issue, and shall be entitled to no priority one over another between Bonds within the same maturity, with respect to any International Terminal Special Revenues or other funds, or any L.O.C. or Substitute Credit Facility, pledged as security for or available for the payment of the Bonds or series of Bonds, other than as expressly provided in this Indenture. Nothing in this section shall prohibit the City from providing an L.O.C., Substitute Credit Facility, municipal bond insurance or other credit support solely for certain Bonds and not others.

Article X.

Supplemental Indentures.

1001. Adoption And Filing.

The City may authorize by resolution at any time or from time to time Supplemental Indentures for any one or more of the following purposes, and any such Supplemental Indenture shall become effective in accordance with its terms upon its execution and delivery thereof by an Authorized Officer and the Trustee:

(a) To add additional covenants and agreements of the City for the purpose of further securing the payment of the Bonds of any series, provided such additional covenants and agreements are not contrary to or inconsistent with the covenants and agreements of the City contained in this Indenture;

(b) To prescribe further limitations and restrictions upon the incurring of indebtedness by the City which are not contrary to or inconsistent with limitations and restrictions already in effect;

(c) To surrender any right, power or privilege reserved to or conferred upon the City by the terms of this Indenture;

(d) To confirm as further assurance any pledge under and the subjection to any lien, assignment, security interest or pledge created or to be created by the provisions of this Indenture of the International Terminal Special Revenues, or of any other money, securities or funds;

(e) With the consent of the Trustee, to cure any ambiguity or defect or inconsistent provisions in this Indenture or to insert such provisions clarifying matters or questions arising under this Indenture as are necessary or desirable in the event any such modifications are not contrary to or inconsistent with this Indenture as then in effect;

(f) To make any modifications as are necessary in connection with the issuance of any L.O.C. or Substitute Credit Facility for a series of Bonds provided the Trustee is provided with a Bond Counsel's Opinion to the effect that the proposed modification will not impair the payment of or security for the then Outstanding Bonds;

(g) To provide for the issuance of additional series of Bonds to be on a parity with the Series 1989A and any other series of Bonds with respect to their rights to be paid from the sources for payment of the Series 1989A and any other series of Bonds under this Indenture. (The Trustee shall notify each Rating Agency then rating the Bonds of any proposed issuance of such additional series of Bonds);

(h) To provide for appropriate amendments, deletions and other conforming changes to the form of the Series 1989A Bonds in the event the Series 1989A Bonds are in other than a Variable Rate Mode; and

(i) To make any other modification to this Indenture which the Trustee deems desirable, provided the Trustee is provided with a Bond Counsel's Opinion to the effect that the proposed modification will not impair the right to payment of or security for the Bonds.

1002. Supplemental Indentures Effective With Consent Of Bondowners And The Bank.

The provisions of this Indenture may be modified at any time or from time to time by a Supplemental Indenture, subject to the consent of Bondowners in accordance with and subject to the provisions of Article XI of this Indenture, such Supplemental Indenture to become effective upon the execution and delivery thereof by an Authorized Officer and the Trustee and the written consent of the Bank.

1003. General Provisions Relating To Supplemental Indentures.

This Indenture shall not be modified or amended in any respect except in accordance with and subject to the provisions of this Article X and Article XI. Nothing contained in this Article X or in Article XI shall affect or limit the right or obligations of the City to adopt, make, do, execute or deliver any resolution, act or other instrument pursuant to the provisions of Section 903 of this Indenture or the right or obligation of the City to execute and deliver to the Trustee or any Paying Agent any instrument elsewhere in this Indenture provided or permitted to be delivered to the Trustee or any Paying Agent.

A copy of every Supplemental Indenture authorized by the City when filed with the Trustee shall be accompanied by a Counsel's Opinion stating that such Supplemental Indenture has been duly and lawfully authorized in accordance with the provisions of this

Indenture, is authorized or permitted by this Indenture and is valid and binding upon the City and enforceable in accordance with its terms.

The Trustee is authorized to accept delivery of a certified copy of any Supplemental Indenture permitted or authorized pursuant to the provisions of this Indenture and to make all further agreements and stipulations which may be contained therein, and, in taking such action, the Trustee shall be fully protected in relying on Counsel's Opinion that the Supplemental Indenture is authorized or permitted by the provisions of this Indenture.

No Supplemental Indenture changing, amending, or modifying any of the rights of the Trustee, any Paying Agent, Remarketing Agent or the Tender Agent may be authorized by the City without the written consent of the Bank and of any such entity affected by the Supplemental Indenture.

The Trustee shall give prompt notice of the adoption of any Supplemental Indenture or the modification of this Indenture or of the Bonds of any series to each Rating Agency which at the time has a rating for the Bonds of that series in effect.

The City shall give prompt notice of the adoption of any amendment to the L.O.C. or any Substitute Credit Facility to each Rating Agency then rating any series of the Bonds.

Article XI.

Amendments Of Indenture.

1101. Powers Of Amendment.

Any modification or amendment of this Indenture and of the rights and obligations of the City and of the Owners of the Bonds in any particular may be made by a Supplemental Indenture, with the written consent given as provided in Section 1102 of this Indenture of the Owners of at least 51% in principal amount of the Bonds Outstanding at the time such consent is given and of the Bank provided that nothing in this section contained shall permit, or be construed as permitting (i) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of paying of interest on, or reduction of the Redemption Price payable on the redemption of, or a reduction of the Purchase Price of or extension of the time of paying the Purchase Price of, any Bonds, without the consent of the Owners of such Bonds, (ii) a reduction in the amount or extension of the time of any payment required to be made to or from the Bond Fund without the consent of the Owners of all the Bonds then Outstanding, (iii) the creation of any lien prior to or on a parity with the lien of this Indenture, without the consent of the Owners of all the Bonds then Outstanding, (iv) a reduction in the aggregate principal amount of the Bonds, the Owners of which are required to consent to any such Supplemental Indenture, without the consent of the Owners of all the Bonds at the time Outstanding which would be affected by the action to be taken, (v) any materially adverse change in the optional or mandatory tender rights of the Owners of any Bonds, without the

consent of the Owners of such Bonds or (vi) any modification of the rights, duties or immunities of the Trustee or the Tender Agent without the written consent of the Trustee or the Tender Agent, respectively.

1102. Consent Of Bondowners.

The City may at any time authorize by resolution a Supplemental Indenture making a modification or amendment permitted by the provisions of section 1101 of this Indenture to take effect when and as provided in this section. A copy of the Supplemental Indenture (or a brief summary in form approved by the Trustee) together with a request to Bondowners for their consent in form satisfactory to the Trustee, shall be mailed by the City to the registered Owners of the Bonds (but failure to mail such copy and request shall not affect the validity of the Supplemental Indenture when consented to as in this section provided). The Supplemental Indenture shall not be effective unless and until (a) there shall have been filed with the Trustee (i) the written consents of Owners of the percentages of Outstanding Bonds specified in Section 1101 and (ii) a Counsel's Opinion stating that such Supplemental Indenture has been duly and lawfully authorized and filed by the City in accordance with the provisions of this Indenture, is authorized or permitted by this Indenture, and is valid and binding upon the City and enforceable in accordance with its terms, and (b) a notice shall have been mailed as provided in this Section 1102. Each such consent shall be effective only if accompanied by proof of the holding, at the date of such consent, of the Bonds with respect to which such consent is given, which proof shall be such as permitted by Section 1301 of this Indenture. A certificate or certificates of the Trustee filed with the Trustee that it has examined such proof and that such proof is sufficient in accordance with Section 1301 of this Indenture shall be conclusive that the consents have been given by the Owners of the Bonds described in such certificate or certificates of the Trustee. Any such consent shall be binding upon the Owner of the Bonds giving such consent and, anything in Section 1301 to the contrary notwithstanding, upon any subsequent Owner of such Bonds and of any Bonds issued in exchange for those Bonds (whether or not the subsequent Owner thereof has notice of the consent), unless such consent is revoked in writing by the Owner of such Bonds giving such consent or a subsequent Owner of those Bonds by filing with the Trustee prior to the time when the written statement of the Trustee provided for in this Section 1102 is filed, such revocation and, if such Bonds are transferable by delivery, proof that such Bonds are held by the signer of the revocation in the manner permitted by Section 1301 of this Indenture. The fact that a consent has not been revoked may likewise be proved by a certificate of the Trustee filed with the Trustee to the effect that no revocation of the consent is on file with the Trustee. At any time after the Owners of the required percentages of Bonds shall have filed their consents to the Supplemental Indenture, the Trustee shall make and file with the City and the Trustee a written statement that the Owners of the required percentages of Bonds have filed those consents. That written statement shall be conclusive that those consents have been so filed. At any time after that statement is filed, notice, stating in substance that the Supplemental Indenture (which may be referred to as a Supplemental

Indenture adopted by the City on a stated date, a copy of which is on file with the Trustee) has been consented to by the Owners of the required percentages of Bonds and will be effective as provided in this Section 1102, may be given to Bondowners by the City by mailing that notice to the registered Owners of the Bonds (but failure to mail such notice shall not prevent such Supplemental Indenture from becoming effective and binding as provided in this Section 1102) after the Owners of the required percentages of Bonds shall have filed their consents to the Supplemental Indenture and the written statement of the Trustee provided for in this section is filed. The City shall file with the Trustee proof of the mailing of such notice. A transcript, consisting of the papers required or permitted by this Section 1102 to be filed with the Trustee, shall be proof of the matters stated in it. Such Supplemental Indenture making such amendment or modification shall be deemed conclusively binding upon the City, the Trustee and each Paying Agent and the Owners of all Bonds at the expiration of thirty (30) days after the filing with the Trustee of the proof of the mailing of that notice, except in the event of a final decree of a court of competent jurisdiction setting aside such Supplemental Indenture in a legal action or equitable proceeding for such purpose commenced within such thirty (30) day period; provided, however, that the City, the Trustee and any Paying Agent during such thirty (30) day period and any such further period during which any such action or proceeding may be pending shall be entitled in their absolute discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture as they may deem expedient.

1103. Modifications By Unanimous Consent.

The terms and provisions of this Indenture and the rights and obligations of the City and of the Owners of the Bonds under this Indenture may be modified or amended in any respect upon the authorization and filing by the City of a Supplemental Indenture and the consent of the Owners of all of the Bonds then Outstanding and of the Bank, such consent of Bondowners to be given as provided in Section 1102 of this Indenture, except that no notice to Bondowners shall be required.

1104. Mailing.

Any provision in this Article for the mailing of a notice or other document to Bondowners shall be fully complied with if it is mailed postage prepaid only (i) to each registered Owner of Bonds then Outstanding at his address, if any, appearing upon the registry book of the City and (ii) to the Trustee.

1105. Exclusion Of Bonds.

Bonds owned or held by or for the account of the City and Bonds held by the Tender Agent pursuant to Section 411 of this Indenture shall not be deemed Outstanding for the

purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Article, or in Article XII and the City or the Bank shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Article or Article XII. At the time of any consent or other action taken under this Article, the City shall furnish the Trustee a Certificate of an Authorized Officer, and the Tender Agent shall issue a second certificate upon which the Trustee may rely, describing all Bonds so to be excluded.

1106. Notation On Bonds.

Bonds delivered after the effective date of any action taken as provided in Article X or this Article may, and if the Trustee so determines shall, bear a notation by endorsement or otherwise in form approved by the City and the Trustee as to such action, and in that case, upon demand of the Owner of any Bond Outstanding at such effective date and upon presentation of his Bond for the purpose at the principal office of the Trustee, suitable notation shall be made on such Bond by the Trustee as to any such action. If the City or the Trustee shall so determine, new Bonds so prepared and delivered, and upon demand of the Owner of any Bond then Outstanding shall be exchanged, without cost to such Bondowner upon surrender of such Bonds.

Article XII.

Defaults And Remedies.

1201. Events Of Default.

Each of the following events is an "event of default":

(a) default in the payment of the principal of or interest on any Bond after the same shall become due, whether at maturity or upon call for redemption; or

(b) the City shall default in the performance or observance of any other of the covenants, agreements or conditions on its part contained in this Indenture, any Supplemental Indenture, or in any of the Bonds, and continuance of that default for a period of ninety (90) days after written notice of that default to the City by the Trustee or the Bank or the Owners of not less than 25% in principal amount of the Outstanding Bonds; or

(c) The Tender Agent shall fail to or be unable to purchase Bonds pursuant to the provisions of this Indenture.

1202. Remedies.

(a) Upon the happening and continuance of any event of default specified in Section 1202 of this Indenture then, and in each case, the Trustee may proceed, and upon the written request of the Owners of not less than 51% in principal amount of the Outstanding Bonds or of Bank with respect to that number of Bonds shall proceed, in its own name, if indemnified as provided in this Indenture, to protect and enforce its rights and the rights of the Bondowners by such of the following remedies as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce such rights (provided that the Trustee may not exercise the remedy described in paragraph (e) in the case of an event of default under Section 1202 (b) other than with respect to Section 909):

(1) by suit, action or proceeding, enforce all rights of Bondowners, including rights to receive the benefit of the L.O.C. and any Substitute Credit Facility, the rights of the City to receive the International Terminal Special Revenues and the right to require the City to carry out any other covenant or agreement with Bondowners and to perform its duties under this Indenture;

(2) by bringing suit upon the Bonds;

(3) by action or suit, enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds;

(4) by enforcing the International Terminal Financing Agreements or L.O.C. or any Substitute Credit Facility; and

(5) declare all Bonds immediately due and payable, and if all defaults shall be made good, then, with the written consent of the Owners of not less than twenty-five percent (25%) in principal amount of the Outstanding Bonds and the Banks, the Trustee shall annul such declaration and its consequences.

(b) In the enforcement of any remedy under this Indenture, the Trustee shall be entitled to sue for, enforce payment on and receive any and all amounts then or during any default becoming, and at any time remaining, due under the International Terminal Financing Agreements or due under the L.O.C. or any Substitute Credit Facility, together with any and all costs and expenses of collection and of all proceedings under this Article and under the Bonds, without prejudice to any other right or remedy of the Trustee, the Bonds or of the Bondowners, and to collect from any money available for such purpose, in any manner provided by law, the money adjudged or decreed to be payable.

1203. Priority Of Payments After Default.

In the event that the funds held by the Trustee and Paying Agents shall be insufficient for the payment of interest and principal or Redemption Price then due on the Bonds, such

funds (other than funds held for payment or redemption) and any other money received or collected by the Trustee acting pursuant to this Article XII, after making provision for the payment of any expenses necessary in the opinion of the Trustee to protect the interests of the Owners of the Bonds, and for the payment of the fees, charges and expenses and liabilities incurred and advances made by the Trustee in the performance of its duties under this Indenture, shall be applied as follows:

First, to the payment to the persons entitled to interest then due in the order of the maturity of the installments of interest due, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the persons entitled to interest, without any discrimination or preference;

Second, to the payment to the persons entitled to principal or Redemption Price of any Bonds which shall have become due, whether at maturity, by call for redemption or upon acceleration, in the order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due on such date, to the persons entitled thereto, without any discrimination or preference; and

Third, to the payment to the Banks of amounts under the Bank Agreements.

Whenever money is to be applied by the Trustee pursuant to the provisions of this section, such money shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard to the amount of the money available for application and the likelihood of additional money becoming available for such application in the future; the deposit of that money with the Paying Agents or otherwise setting aside that money in trust for the proper purpose, shall constitute proper application by the Trustee; and the Trustee shall incur no liability whatsoever to the City, to any Bondowner or to any other person for any delay in applying any such money, so long as the Trustee acts with reasonable diligence, having due regard for the circumstances, and ultimately applies the same in accordance with such provisions of this Indenture as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying that money, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon that date interest on the amounts of principal to be paid on that date shall cease to exist. The Trustee shall give such notice as it may deem appropriate for the fixing of any such date. The Trustee shall not be required to make payment to the Owner of any Bond unless such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

1204. Termination Of Proceedings.

In case any proceeding taken by the Trustee on account of any event of default shall have been discontinued or abandoned for any reason, then in every such case the City, the

Trustee, the Bond and the Bondowners shall be restored to their former positions and rights under this Indenture, respectively, and all rights, remedies, powers and duties of the Trustee shall continue as though no such proceeding had been taken.

1205. Bondowners' Direction Of Proceedings.

Anything in this Indenture to the contrary notwithstanding, the Owners of a majority in principal amount of the Bonds then Outstanding, or the Bank with respect to that amount of Bonds, shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method of conducting all remedial proceedings to be taken by the Trustee under this Indenture, provided that such direction shall not be otherwise than in accordance with law or the provisions of this Indenture, and that the Trustee shall have the right to decline to follow any such direction with respect to which the Trustee is not indemnified or any direction which in the opinion of the Trustee would unjustly prejudice other Bondowners.

1206. Limitations On Rights Of Bondowners.

No Owner of any Bond shall have any right to institute any suit, action or other proceeding under this Indenture, or for the protection or enforcement of any right under this Indenture or any right under law unless such Owner shall have given to the Trustee written notice of any event of default or breach of duty on account of which such suit, action or proceeding is to be taken, and unless the Owners of not less than 25% in principal amount of the Bonds then Outstanding, or the Bonds with respect to that amount of Bonds, shall have made written request of the Trustee after the right to exercise such powers or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers herein granted or granted under the law or to institute such action, suit or proceeding in its name and unless, also, there shall have been offered to the Trustee reasonable security and indemnity against the costs, expenses and liabilities to be incurred, and the Trustee shall have refused or neglected to comply with such request within a reasonable time; and the notification, request and offer of indemnity are declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers under this Indenture or for any other remedy hereunder or under law. It is understood and intended that no one or more Owners of the Bonds or Banks shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture, or to enforce any right under this Indenture or under law with respect to the Bonds or this Indenture, except in the manner in this Indenture provided, and that all proceedings shall be instituted, had and maintained in the manner provided in this Indenture and for the benefit of all Owners of the Outstanding Bonds and Banks. Notwithstanding the provisions of this section or any other provisions of this Article XII, the obligation of the City shall be absolute and unconditional to pay the principal and Redemption Price and Purchase Price of and interest on the Bonds, from the sources and in the manner set forth in this Indenture, to the respective Owners at the respective due dates, and nothing in this Indenture shall affect or

impair the right of action, which is absolute and unconditional of the Owners to enforce such payment.

Anything to the contrary notwithstanding contained in this Section 1207, or any other provision of this Indenture, each Owner of any Bond by his or her acceptance of that Bond and each Bank, shall be deemed to have agreed that any court in its discretion may require, in any suit for the enforcement of any right or remedy under the Indenture or any Supplemental Indenture, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit (other than the Trustee) of an undertaking to pay the reasonable costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in any such suit, having due regard to the merits and good faith of the claims or defenses made by such litigant; but the provisions of this paragraph shall not apply to any suit instituted by the Trustee, to any suit instituted by any Bondowner, or group of Bondowners, holding at least twenty-five percent (25%) in principal amount of the Bonds Outstanding, or Banks with respect to that amount of Bonds, or in any suit instituted by any Bondowner for the enforcement of the payment of the principal or Redemption Price or Purchase Price of or interest on any Bond on or after its respective due date expressed in such Bond.

1207. Possession Of Bonds By Trustee Not Required.

All rights of action under this Indenture or under any of the Bonds, enforceable by the Trustee, may be enforced by it without the possession of any of the Bonds or the production of Bonds at the trial or other proceeding relative to the action, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the benefit of all the Owners of such Bonds, subject to the provisions of this Indenture.

1208. Remedies Not Exclusive.

No remedy conferred upon or reserved to the Trustee or to the Banks or Owners of the Bonds is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given under this Indenture or now or subsequently existing at law or in equity or by statute.

1209. No Waiver Of Default.

No delay or omission of the Trustee or of any Owner of the Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence in it; and every power and remedy given by this Indenture to the Trustee, Banks or the Owners of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

1210. Notice Of Event Of Default.

The Trustee shall give to the City, the Bondowners and each Bank notice of each event of default under this Indenture known to the Trustee promptly after knowledge of the occurrence of the event of default, unless it shall have been remedied or cured before the giving of such notice; provided that, except in the case of default in the payment of the Principal, Redemption Price, if any, or Purchase Price or interest on any of the Bonds, or in the making of any payment required to be made into the Bond Fund, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee, or a trust committee of directors or responsible officers of the Trustee in good faith determined that the withholding of such notice is in the interests of the Bondowners. Each such notice of event of default shall be given by the Trustee by mailing written notice to the registered Owners of Bonds, as the names and addresses of such Owners appear upon the books of registration and transfer of Bonds as kept by the Trustee.

*Article XIII.**Execution Of Instruments By Bondowners And Proof**Of Ownership Of Bonds.*

1301. Evidence Of Signatures Of Bondowners And Ownership Of Bonds.

Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Indenture to be signed or executed by Bondowners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Bondowners in person or by their agents appointed by an instrument in writing for that purpose. Proof of the execution of any such instrument, or of any instrument appointing any such agent, and of the holding and ownership of Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Bondowner or his agent of any such instrument and of any instrument appointing any such agent, may be proved by delivery of a certificate, which need not be acknowledged or verified, of an officer of any bank, trust company, or other depository, or of any notary public, or other officer authorized to take acknowledgements. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of authority of the person executing the instrument.

(b) The ownership of Bonds shall be proved by the registry books held by the Trustee under the provisions of this Indenture.

Nothing contained in this Article shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters stated which may seem sufficient. Any request or consent of the Owner of any Bond shall bind every future Owner of the same Bond in respect of anything done or suffered to be done by the City, the Trustee or any Paying Agent in pursuance of such request or consent.

Article XIV.

Defeasance.

1401. Defeasance.

(a) If the City shall pay or cause to be paid, or there shall otherwise be paid, to the Owners of the Bonds then Outstanding, the principal and interest and Redemption Price, if any, to become due on the Bonds, at the times and in the manner provided in the Bonds and in this Indenture, then and in that event the covenants, agreements and other obligations of the City to the Bondowners shall be discharged and satisfied. In that event, the Trustee shall, upon request of the City, execute and deliver to the City all such instruments as may be desirable to evidence such release and discharge and the Trustee and the Paying Agent shall pay over or deliver to the City all money or securities held by them pursuant to this Indenture which are not required for the payment or redemption of Bonds not then already surrendered for such payment or redemption.

(b) Bonds or interest installments for the payment or redemption of which money shall then be held by the Trustee or the Paying Agent (through deposit by the City of funds for such payment or redemption or otherwise), whether before or after the maturity or the redemption date of such Bonds, shall be deemed to have been paid within the meaning and with the effect expressed in paragraph (1) of this Section 1401. Any Bond shall be deemed to have been paid within the meaning and with the effect expressed in paragraph (1) of this Section 1401, on any date on or prior to the maturity date, if (a) the City shall have given to the Trustee, in form satisfactory to it, irrevocable instructions to give, as provided in Article IV of this Indenture, notice of redemption or payment of that Bond on such date, (b) there shall have been deposited with the Trustee either money in an amount which shall be sufficient, or investments which conform to the requirements of paragraph (4) of this section the principal of and interest on which when due will provide money which, without reinvestment, together with the money, if any, deposited with the Trustee at that same time, shall be sufficient to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on those Bonds on and prior to the redemption date or the maturity date thereof, as the case may be, (c) the City and the Trustee shall have received an opinion of independent certified public accountants verifying that the

statement made in (b) above is correct and (d) in the event those Bonds are not by their terms subject to redemption within the next succeeding 60 days, the City shall have given the Trustee in form satisfactory to it irrevocable instructions to mail a notice to the registered Owners of such Bonds that the deposit required by (b) above has been made and stating the maturity or redemption date upon which money is to be available for the payment of the principal or Redemption Price, if applicable, on those Bonds. Neither Permitted Investments nor money deposited with the Trustee pursuant to this section nor principal or interest payments on any such Permitted Investments shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Principal or Redemption Price, if applicable, and interest on those Bonds.

(c) Anything in this Indenture to the contrary notwithstanding, any money held by the Trustee or Paying Agents in trust for the payment and discharge of any of the Bonds which remains unclaimed for six years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if that money were held by the Trustee or Paying Agent at such date, or for six years after the date of deposit of that money if deposited with the Trustee or Paying Agent after the date when such Bonds became due and payable, shall, at the written request of the City, be repaid by the Trustee or Paying Agent to the City, as its absolute property and free from trust, and the Trustee or Paying Agents shall thereupon be released and discharged.

(d) For the purpose of this Section 1401, Permitted Investments shall mean only direct general obligations, the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America.

Article XV.

Miscellaneous.

1501. Preservation And Inspection Of Documents.

All documents received by the Trustee or any Paying Agent under the provisions of this Indenture shall be retained in its possession and shall be subject at all reasonable times to the inspection of the City, the Trustee, the Bank, the International Terminal Airline Parties, any Paying Agent, any Bondowner and their agents and representatives duly authorized in writing, any of whom may make copies of any of those documents.

1502. Parties Of Interest.

Nothing in this Indenture, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or party other than the City, the Trustee, the Remarketing Agent, the International Terminal Airline Parties, the Bank, the Tender Agent, the Paying Agents and the Owners of the Bonds any rights, remedies or claims

under or by reason of this Indenture or any covenants, condition or stipulation thereof; and all covenants, stipulations, promises and agreements in this Indenture contained by or on behalf of the City shall be for the sole and exclusive benefit of the City, the Trustee, the International Terminal Airline Parties, the Bank, the Tender Agent, the Paying Agents and the Owners from time to time of the Bonds.

1503. No Recourse Under Indenture Or On Bonds.

All covenants, stipulations, promises, agreements and obligations of the City contained in this Indenture shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any officer or employee of the City in his individual capacity, and no recourse shall be had for the payment of the principal or Redemption Price or Purchase Price of or interest on the Bonds or for any claim based on the Bonds or on this Indenture against any officer or employee of the City or any person executing the Bonds.

1504. Severability.

If any one or more of the covenants, stipulations, promises, agreements or obligations provided in this Indenture on the part of the City, Trustee, Remarketing Agent, Tender Agent or any Paying Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, stipulation or stipulations, promise or promises, agreement or agreements, obligation or obligations shall be deemed and construed to be severable from the remaining covenants, stipulations, promises, agreements and obligations contained in this Indenture and shall in no way affect the validity of the other provisions of this Indenture.

1505. Nature Of City's Obligations.

(a) All obligations of the City under this Indenture or under any series of Bonds, the International Terminal Financing Agreements, or any related documents to any person, including without limitation the Bondowners, the International Terminal Airline Parties, the Bank, the Trustee, the Tender Agent and the Remarketing Agent, to the extent that those obligations result in a monetary imposition on the City (including without limitation any obligations to indemnify any person), are special and limited obligations of the City with a claim for payment solely from International Terminal Special Revenues and from the Funds established by this Indenture (other than the Rebate Fund) or amounts received under the L.O.C. or any Substitute Credit Facility with respect to a particular series Bonds. In no event shall the City have any obligation to apply or advance any other funds of the City as a result of or in connection with the obligations and undertakings of the City in this Indenture or in the Bonds, the International Terminal Financing Agreements, or any related documents. The provisions of this section are intended to govern all provisions of this Indenture notwithstanding any other general or specific provisions in which the City undertakes an obligation.

(b) In addition, and without limiting paragraph (1) of this section, the City shall not be liable for monetary liability or damages to any person (including, without limitation, the Trustee, the Tender Agent, the International Terminal Airline Parties, the Remarketing Agent, the Bank, if any, or Owners of any Bonds) (i) for any failure by any person, including without limitation the City, to carry out the covenants of the City in this Indenture or to enforce its rights under any such documents or (ii) for any failure or omission in connection with the issuance and sale of the Bonds or in entering into transactions contemplated by those documents, except from the sources referred to in paragraph (1) of this section. By entering into their respective duties under this Indenture or related documents, the Trustee, the Tender Agent, the International Terminal Airline Parties, the Banks, if any, and the Remarketing Agent, all agree that these rights with respect to the City shall be limited as provided in this section. By accepting the Bonds, each Bondowner agrees that the Bondowner's rights shall be limited as provided in this section.

1506. Headings.

Any headings preceding the texts of the several Articles and sections of this Indenture, and any table of contents or marginal notes appended to copies of this Indenture, shall be solely for convenience of reference and shall not constitute a part of this Indenture, nor shall they affect its meaning, construction or effect.

1507. Notices.

The International Terminal Airline Parties and each Bank shall be provided with a copy of each written notice required to be given under this Indenture by the Trustee, the Tender Agent, and the Remarketing Agent, and, if applicable, the International Terminal Airline Parties and the Bank.

1508. Approval Of Modifications.

By execution of this Indenture, the _____ approves the additions to and modifications of the provisions of the form of Indenture which was approved by the City Council.

[Signature forms omitted for printing purposes.]

Exhibit "A" attached to this Indenture of Trust reads as follows:

Exhibit "A".

- I. Form of Face of Series 1989A Bonds in the Variable Rate Mode and Certificate of Registration.

City Of Chicago

International Terminal Special Revenue Bonds

Series 1989A.

CUSIP

Date Of Bond:

Date Of Maturity:

Registered Owner:

Principal Amount:

For value received, the City of Chicago (the "City") promises to pay, solely from the sources described below, to the Registered Owner specified above, or the Registered Owner's registered assignee, the Principal Amount specified above on the Date of Maturity specified above, subject to earlier redemption, upon the presentation and surrender of this Bond at the principal office of _____, as Paying Agent and Tender Agent (the "Tender Agent") or at the corporate trust office of _____ (the "Trustee") and to pay the Registered Owner, as of the applicable Record Date, on each Interest Payment Date (both defined on the reverse side of this Bond) interest on that principal sum at the Variable Interest Rate (all as defined on the reverse side of this Bond), from the Date of Bond specified above to the date of payment or earlier redemption on this Bond. Prior to maturity or redemption of this Bond, interest will be paid by check or draft mailed to the Registered Owner at the Registered Owner's address appearing on the registry books of the City or, as described on the reverse side of this Bond, by Wire Transfer. Interest payable at maturity or upon redemption will be paid upon surrender of this Bond as described above.

This Bond Is A Special Limited Obligation Of The City, With A Claim For Payment Solely From The Sources Described In The Indenture Referred To On The Reverse Side Of This Bond. The City Is Not Liable On This Bond And This Bond Is Not A Debt Of The City.

Reference is made to the Indenture, which is incorporated by reference, and to the Summary of Additional Terms which are set forth on the reverse side of this Bond.

It Is Certified, Recited And Declared that all acts, conditions and things required by the Constitution and statutes of the State of Illinois or by the Indenture to exist, to have happened and to have been performed precedent to and in the issuance of this Bond, exist, have happened and have been performed in due time, form and manner as required by law and that the issue of the Bonds, together with all other indebtedness of the City, is within every debt and other limit prescribed by law. This Bond and the issue of which it is a part (the "Bonds") are issued for purposes for which the City is authorized by law to issue bonds, including to design and plan for the construction of an international airline terminal and to pay the costs of issuance of the Bonds, and interest and other costs during an initial capitalized interest period. The Bonds are issued upon payment in full for the Bonds.

This Bond is not valid or obligatory unless it has been executed by the manual signature of the Trustee or its authorized officer or the Tender Agent or its authorized officer.

In Witness Whereof, the City of Chicago has caused this Bond to be executed in its name by the manual or facsimile signature of its _____ or its _____ and its corporate seal (or a facsimile of it) to be affixed, imprinted, engraved or otherwise reproduced on this Bond, and attested by the manual or facsimile signature of the _____ or _____, all as of the Date of Bond specified above.

City Of Chicago

(Seal)

Title: _____

Attest: _____

Title: _____

Registered:

_____ or _____
 Trustee Tender Agent

By _____ or _____
 Authorized Officer Authorized Officer

II. Form of reverse of Bond while Bonds are in the Variable Rate Mode and Form of Assignment:

Summary Of Additional Terms.

This Bond and the \$_____ issue of Bonds of which it is a part were issued pursuant to an Indenture of Trust dated as of _____ (the "Indenture") from the City to the Trustee. The provisions of the Indenture are incorporated in this Bond by reference. The following summary of the terms of the Bonds and of the Indenture is qualified in its entirety by reference to the Indenture, a copy of which will be provided to the Bondowner without charge upon written request to the Trustee. Capitalized terms in this summary are used as defined in the Indenture.

Bank -- the provider of the L.O.C. or any Substitute Credit Facility.

Bank Agreement -- any agreement between the City and a Bank pursuant to which the Bank issues the L.O.C. or any Substitute Credit Facility.

Effective Interest Rate Date -- (i) when used with respect to Bonds in the Variable Rate Mode, Wednesday of each week (whether or not a Business Day), commencing on the date specified by the Remarketing Agent to the City and the Trustee, upon the execution and delivery of this Indenture.

Interest Payment Date -- (a) while Bonds are in the Variable Rate Mode, the first Wednesday in each calendar month, (b) while Bonds are in Fixed Rate Mode each January 1 and July 1, (c) any Mandatory Tender Date, (d) any redemption date for Bonds which are being redeemed and (e) any Interest Payment Date on Bonds established by a Supplemental Indenture.

Interest Rate Determination Date -- the Business Day immediately preceding the Effective Interest Rate Date for such Bonds.

Mandatory Tender -- purchase at par: (a) on any proposed conversion to a fixed interest rate; (b) upon notice to the Tender Agent and the Trustee from the L.O.C. Bank or a Bank of an election so to have the Bonds mandatorily tendered and purchased; (c) the Business Day preceding any substitution of a Substitute Credit Facility; (d) the first Business Day which is 20 days after any Renewal Date on which a Substitute Credit Facility has not been

provided (subject, in the case of (a), and (c), to the Right of Retention) and (e) twenty days after the Trustee has notified the City of any Bank Default.

Optional Tender Upon Bondowner's Election -- purchase at par plus accrued interest at option of Owner upon not less than seven days' notice. See form of Bondowner's Election Notice for instructions.

Record Date -- (i) with respect to any Interest Payment Date while Bonds are in the Variable Rate Mode the second Business Day next preceding that Interest Payment Date.

Redemption [text to come] --

Right of Retention -- any Bondowner may direct the Tender Agent not to purchase any Bond owned by him or her, in connection with any mandatory tender (except a mandatory tender described in (d) or (f) under "Mandatory Tender") by delivering to the Tender Agent, on or before the fifth Business Day preceding the applicable mandatory tender date (but not later than the Interest Rate Determination Date preceding the Change Date with respect to a mandatory tender described under (b) or (c) of Mandatory Tender and 20 days before the mandatory tender date described in (a) under "Mandatory Tender") a Retention Notice which is in substantially the form provided by the Trustee in connection with the mailing of any notice of Mandatory Tender. See Bondowner's Retention Notice for instructions.

Substitute Credit Facility -- any irrevocable letter of credit or other credit enhancement arrangement issued and delivered in substitution for the L.O.C. or for any previously issued Substitute Credit Facility.

Transfer and Exchange -- at office of the Trustee or the Tender Agent.

Variable Rate Mode shall mean, as of any particular date, that the Bonds shall bear interest at the Variable Interest Rate.

Variable Interest Rate -- a rate established weekly by the Remarketing Agent as the rate at which the Bonds could be remarketed at par, calculated on the basis of a 365 or 366 day year for actual days elapsed.

Wire Transfer -- while Bonds are in the Variable Rate Mode, at the written request made to the Tender Agent if the Owner owns at least \$1,000,000 in principal amount of Bonds and if the Owner is the Owner on both a Record Date and the related Interest Payment Date.

For value received, the undersigned sells, assigns and transfers to _____ this Bond and all right and title under this Bond to _____ and appoints _____ attorney to transfer this Bond on the books for registration of this Bond.

Dated: _____

Signature guaranteed: _____

Appendices I and II attached to this Exhibit "A" read as follows:

Appendix I.

*****Bondowner's Election Notice*****

City Of Chicago

International Terminal Revenue Bonds

Series 1989A.

To [Tender Agent]
[Remarketing Agent]

1. The undersigned irrevocably requests the purchase of the following Bond (or portion of Bond) on the Date of Purchase specified below, at the price specified in the Bond.

Bond Number: _____

Total Principal Amount of Bond: \$ _____

Total Principal Amount to be Purchased: \$ _____
(\$100,000 or any integral multiple of \$100,000)

Date of Purchase: _____

(Date of Purchase receipt by Tender Agent of seven or more than 30 days from this Notice.)

2. The undersigned undertakes to deliver the Bond specified above, duly endorsed in blank for transfer, to the principal office of the Tender Agent at or prior to 11:00 A.M., New York City time, on the Date of Purchase specified above. If the Date of Purchase specified above is a date after a Record Date but prior to the related Interest Payment Date, the undersigned undertakes to deliver with the Bond a due-bill check in an amount equal to the interest payable on the Bond or portion of Bond tendered for purchase.

3. The undersigned acknowledges that, if the Tender Agent holds funds on the Date of Purchase for purchase of the Bond, the Bond will be deemed purchased as of the Date of Purchase whether or not it has been delivered to the Tender Agent, interest will cease to accrue to the undersigned and the only right of the undersigned will be to receive the purchase price upon delivery of the Bond to the Depository.

Dated _____

Taxpayer
Identification Number of
Registered Owner:

Typed name of Registered Owner

Signature of Registered Owner

Address of Registered Owner

Appendix II.

*****Bondowner's Retention Notice*****

City Of Chicago

International Terminal Revenue Bonds

Series 1989A.

To: Tender Agent

1. The undersigned states that he wishes to retain ownership of the following Bond (or portion of Bond) and requests that such Bond (or portion of Bond) not be purchased on the following Mandatory Tender Date:

Bond Number: _____

Total Principal Amount of Bond: \$ _____

Total Principal Amount to be Retained: \$ _____
(\$100,000 or any integral multiple of \$100,000)

Scheduled Date of Mandatory Tender: _____

2. The undersigned acknowledges that different provisions for calculating the interest rate on the Bonds will be effective after the Mandatory Tender Date specified above.

3. The undersigned states that the Bondholder has knowledge that after the Mandatory Tender Date specified above, the Bonds will not be subject to purchase pursuant to Bondowners' Election Notices, as provided in the Indenture.

4. The undersigned acknowledges that the Bonds may be subject to different security provisions and different redemption provisions after the Mandatory Tender Date specified above.

5. The undersigned has knowledge that following the Mandatory Tender Date specified above, the rating accorded the Bonds by any rating agency then rating the Bonds may be diminished or withdrawn.

Dated _____.

Taxpayer
Identification Number of
Registered Owner

Typed name of Registered Owner

Signature of Registered Owner

Address of Registered Owner:

*Chicago-O'Hare International Terminal**Financing Agreement*

_____ *Airline.*

This agreement, is made and entered into as of the ____ day of _____, 1989, by and between the City of Chicago, a municipal corporation and home rule unit of local government, and _____, a _____ corporation organized and existing under and by virtue of the laws of _____.

Section 1. Background.

- a) The City owns and operates Chicago-O'Hare International Airport.
- b) The current international terminal at the Airport is an interim facility used for the processing of all arriving international passengers at the Airport, and for the departure of the passengers of certain airlines operating international flights at the Airport.
- c) The City and airlines have begun to design and plan a new permanent International Terminal at the Airport, to be owned and operated by the City.
- d) The City estimates that the total cost of designing and planning the International Terminal is in excess of \$20,000,000.
- e) The City has available the sum of \$7,000,000 which has been made available by United Air Lines, Inc. for the purpose of paying a portion of the costs to the City of designing and planning the International Terminal. The amount so made available was received and may be spent by the City pursuant to a Supplemental Funding Agreement between the City and United Air Lines, Inc.
- f) The City does not have funds available to it to pay the costs of designing and planning the International Terminal, over and above the amount so made available by United Air Lines, Inc. Accordingly, the City proposes initially to borrow funds and to issue its International Terminal Special Revenue Bonds, Series 1989A for the purposes of paying a portion of the costs of designing and planning the International Terminal (including architectural and engineering fees, construction management fees and fees payable to the airlines' design representative). Bond proceeds may also be used to pay costs of issuance of the Series 1989A Bonds and, for an initial capitalized interest period, interest on the Series 1989A Bonds (including reimbursing the provider of a letter of credit for those interest draws) letter of credit fees and other related costs of the Series 1989A Bonds. The Series 1989A Bonds will be issued in a principal amount not to exceed \$12,000,000. The City contemplates that the available proceeds of the Series 1989A Bonds, together with interest and investment earnings on them, and the contribution by United Air Lines, Inc., will

provide money to pay a portion of costs of planning and designing the International Terminal.

g) The City contemplates that it may also (but is not obligated to) issue International Terminal Special Revenue Bonds (on a parity with the Series 1989A Bonds as to their claim for payment from International Terminal Special Revenues), in addition to the Series 1989A Bonds, for the purpose of paying further costs of designing and planning the International Terminal (including architectural and engineering fees, construction management fees and fees payable to the airlines' design representative). Proceeds of those additional Bonds may also be used to pay costs of issuance of such additional Bonds and, for an initial capitalized interest period, to pay interest (including reimbursing providers of letters of credit for those interest draws), letter of credit fees and other related costs of the Series 1989A Bonds and those additional Bonds.

h) The International Terminal Bonds will be issued pursuant to an Indenture in substantially the form set forth as Exhibit A to this Agreement. The International Terminal Bonds may be issued in one or more series. The International Terminal Bonds will have a maturity date of January 1, 1997, subject to mandatory sinking fund redemptions.

i) The City and various international carriers are in the process of negotiating an International Terminal Use Agreement and Facilities Lease relating to the planning, design, construction, equipping and use of the International Terminal. The City intends that the International Terminal Bonds will be refunded by the issuance of bonds by the City to provide for the permanent financing of the International Terminal, if it is determined by the City and Airlines to proceed with construction and acquisition of the International Terminal. Upon reaching the 60% completion stage of the design work for the International Terminal (as defined in the Design Agreement described below), the City anticipates that it and the International Terminal Airline Parties will agree whether to continue, complete or modify the planning and design of the International Terminal and proceed with the construction and acquisition of the International Terminal.

j) The Airline is a user of the Airport and is a prospective user of the International Terminal. It wishes to provide, together with other airlines which are prospective users of the International Terminal, through this Agreement and substantially identical Financing Agreements with those other airlines, a source of payment of and security for the International Terminal Bonds and related obligations to reimburse providers of letters of credit or other credit support instruments securing International Terminal Bonds and of certain related bond costs, all to the extent not paid from proceeds of International Terminal Bonds set aside for that purpose, and interest and investment earnings on those proceeds. Under these various Financing Agreements, the Airline and those other airline parties will agree to pay to the City, or the Trustee under the Indenture as the City's assignee, amounts which together with other available funds will be sufficient to enable the City to pay debt service on the International Terminal Bonds and all other bond costs in connection with the International Terminal Bonds, including paying fees of and reimbursing providers of letters of credit or other credit support instruments securing the International Terminal Bonds, and certain other related bond costs.

k) The International Terminal Bonds will have a claim for payment solely from various Funds maintained by the Trustee under the Indenture, from interest and investment earnings on those Funds and from amounts received by the City or the Trustee under and pursuant to this Agreement and the other Financing Agreements entered into between the City and other airline parties which are prospective users of the International Terminal. The International Terminal Bonds may also be payable from and secured by one or more letters of credit or other credit support instruments. The International Terminal Bonds and the obligations to reimburse providers of letters of credit and other credit support instruments securing International Terminal Bonds will constitute Special Facility Revenue Bonds within the meaning of the City's General Airport Revenue Bond Ordinance, adopted March 31, 1983. This Agreement and the other Financing Agreements described above with the other airlines constitute Special Facility Financing Arrangements within the meaning of that General Ordinance. Payments under this Agreement and those other Financing Agreements described above shall not constitute Revenues within the meaning of that General Ordinance.

l) The City also has entered into a Design Agreement with the Airline which will govern City obligations and rights of the Airline with respect to designing and planning the new permanent International Terminal and other matters. That Agreement is separate from and independent of this Agreement and the substantial identical Financing Agreements with other airlines.

Section 2. Definitions.

For purposes of this Agreement the following terms have the following meanings, unless the context plainly requires a different meaning:

"Agreement" means this Financing Agreement.

"Airline" means _____, a _____ corporation, and any successor(s) to it.

"Airline Share" means the amount for any period of Financing Costs, of Financing Costs Deficiency, of Other Costs and Other Costs Deficiency, respectively, which the Airline is obligated to pay, as provided in Sections 4 and 14 of this Agreement.

"Airline Share Percentage" means, as of any time of calculation, for any International Terminal Airline Party the percentage which its Airline Share of Financing Costs during the period in which the calculation is made is of the total of such Airline Shares of Financing Costs of all International Terminal Airline Parties, all as described in Section 5 of this Agreement; and in each case assuming there to be Financing Costs in the period.

"Airport" means Chicago-O'Hare International Airport.

"Base Year" means, with respect to each International Terminal Airline Party which executes a Financing Agreement on or prior to December 31, 1989, and which operated at the Airport during all of 1988, the calendar year 1988; and, with respect to each other International Terminal Airline Party, the twelve month period beginning with the January 1 or July 1 next following the date it executes a Financing Agreement.

"City" shall mean the City of Chicago.

"Deplaned Passengers" means all terminating and all incoming on-line transfer and off-line transfer passengers arriving at the Airport's interim international terminal (Terminal 4).

"Enplaned Passengers" means all originating and outgoing on-line transfer and off-line transfer passengers departing on international flights at the Airport from any terminal. Only those airlines which are listed in Exhibit B to this Agreement as having expressed an intention to lease premises in the departure facility of the International Terminal shall be deemed to have Enplaned Passengers. However, an airline which in writing to the City after the date of issuance of the Series 1989A Bonds expresses such an intention shall, beginning after that notice, be treated as having had Enplaned Passengers in its Base Year.

"Financing Agreements" means this Agreement and each other agreement, substantially identical to this Agreement, by which the City and airlines shall provide a source of payment of and security for the International Terminal Bonds, of obligations to reimburse providers of letters of credit or other credit support instruments securing International Terminal Bonds and of certain related bond costs.

"Financing Costs" means those total amounts which, for any period, are to be billed to International Terminal Airline Parties as provided in Sections 3 and 4(a) of this Agreement.

"Financing Costs Deficiency" means, for any period, the total of all Financing Costs for all prior periods, less all International Terminal Special Revenues received by the Trustee from International Terminal Airline Parties in all prior periods.

"General Ordinance" means the City's General Airport Revenue Bond Ordinance, adopted March 31, 1983.

"Indenture" means the Indenture of Trust between the City and Harris Trust and Savings Bank, as Trustee, relating to the International Terminal Bonds, in substantially the form attached to this Agreement as Exhibit A, including any one or Supplemental Indentures.

"International Terminal" means the new permanent international terminal building and related facilities at the Airport, including, without limitation, a terminal building, equipment, aircraft aprons and a fueling system.

"International Terminal Airline Party" means, at any time, the Airline and any other airline which then has in effect a Financing Agreement.

"International Terminal Bond Fund" means the fund by that name which is to be held by the Trustee under the Indenture.

"International Terminal Bonds" means up to to \$12,000,000 aggregate principal amount of the City's International Terminal Special Revenue Bonds, Series 1989A, issued under the Indenture, and any additional series of International Terminal Special Revenue Bonds issued under the Indenture, up to a total aggregate principal amount for all series of bonds of \$22,000,000.

"International Terminal Reimbursement Fund" means the fund by that name which is to be held by the Trustee under the Indenture.

"International Terminal Special Revenue Fund" means the fund of that name which is to be held by the Trustee under the Indenture.

"International Terminal Special Revenues" has the meaning set forth in the Indenture. (It includes all payments made to the City or the Trustee of Financing Costs and Financing Costs Deficiencies under Financing Agreements, together with interest and investment earnings on certain funds held by the Trustee.)

"Other Costs" means all amounts owed by International Terminal Airline Parties under Section 14 of this Agreement and corresponding sections of the other Financing Agreements.

"Other Costs Deficiency" means, as of any date of calculation; the total of all amounts billed to International Terminal Airline Parties under Section 14 of this Agreement and corresponding sections of Financing Agreements, less all collections by the City of those amounts.

"Series 1989A Bonds" means the International Terminal Special Revenue Bonds, Series 1989A.

"Trustee" means Harris Trust and Savings Bank, as trustee under the Indenture, and its successors in that capacity.

Section 3. Calculation Of Financing Costs.

a) The Financing Costs are calculated under this Agreement with respect to six-month periods beginning on each July 1 and January 1 and ending on the next December 31 or June 30, respectively. Subject to adjustment as provided in paragraph (b) of this section:

(i) the Financing Costs for each period ending on or before December 31, 1990, shall be zero;

(ii) the Financing Costs for the period ending June 30, 1991, shall be an amount equal to the sum of one-half of the sinking fund redemption amount for International Terminal Bonds on the next January 1, plus one-half year's interest at a rate of 8% per year on the principal amount of the International Terminal Bonds outstanding on December 15, 1990, plus the Bond Costs as defined in the Indenture (which include, without limitation, letter of credit fees, trustee fees, tender agent fees, and remarketing agent fees) with respect to the period for which the Financing Costs are calculated;

(iii) the Financing Costs for each period beginning on or after July 1, 1991, and ending on or prior to June 30, 1997, shall be an amount equal to the sum of one-half of the principal amount for International Terminal Bonds on the January 1 following the period, plus the actual interest paid on International Terminal Bonds in the six-month period ending the June 30 or December 31 prior to the beginning of the period for which the Financing Costs are calculated, plus the Bond Costs as defined in the Indenture (including, without limitation, letter of credit fees, trustee fees, tender agent fees, and remarketing agent fees) with respect to the period for which the Financing Costs are calculated; and

(iv) the Financing Costs for the period ending January 1, 1998, shall be an amount equal to the sum of one-half of the principal amount of the outstanding International Terminal Bonds maturing January 1, 1998, plus the amount, if any, as determined by the City to be needed in addition to amounts to be on deposit in the International Terminal Special Revenue Fund or the International Terminal Bond Fund, after paying interest in July, 1997, to pay interest on the International Terminal Bonds through January 1, 1998 (including to reimburse the providers of letters of credit or other credit support instruments securing International Terminal Bonds), plus the Bond Costs as defined in the Indenture with respect to the period for which the Financing Costs are calculated.

Interest paid on International Terminal Bonds shall include interest on obligations to reimburse providers of letters of credit or other credit support instruments securing those bonds for draws on those letters or instruments.

b) The total amount of Financing Costs for any period shall be adjusted as provided in this paragraph:

(i) There shall be deducted from the amount of the Financing Costs (but not to reduce them below zero) for the period the amount of interest and investment earnings actually received in cash by the Trustee on investments of the International Terminal Special Revenue Fund and International Terminal Bond Fund (other than Capitalized Interest Accounts or the Bond Costs Account) under the Indenture through the May 31 or November 30 preceding the period of calculation and not previously taken into account with respect to an adjustment under this paragraph or taken into account as provided in paragraph (a) (iv) of this section; and, next

(ii) For each period beginning on or after July 1, 1991, there shall be deducted from the amount of the Financing Costs (but not to reduce them below zero) for the period the amount remaining in a Capitalized Interest Account of the International Terminal Bond Fund under the Indenture as of the June 7 or December 7 preceding the period; and, next

(iii) The amount due shall be adjusted as provided in Section 5(d) of this Agreement.

In any event, and notwithstanding any other provision of this Agreement, the amounts which shall be payable by the Airline, and other International Terminal Airline Parties, for Financing Costs for any period shall always be sufficient to enable the City to pay principal of and interest on the International Terminal Bonds, and make reimbursements to providers of letters of credit and other credit support instruments securing International Terminal Bonds for draws on those letters of credit or instruments, including interest on those draws and to pay Bond Costs.

Section 4. Airline Payment Obligations.

a) On the first day of each month, beginning January, 1991, and continuing while any amounts remain owed under this Agreement, the Airline will pay to the City (or to the Trustee if this Agreement is assigned to the Trustee as provided in Section 19 of this Agreement) one-sixth of its Airline Share of the Financing Costs for the six-month period, beginning January 1 or July 1, in which the payment is due as set forth in the most recent six-month billing to the Airline as provided in Section 8 of this Agreement.

b) On the first day of each month, in addition to the payment required as provided in paragraph (a) of this Section 4, the Airline will pay to the City (or to the Trustee if this Agreement is assigned to the Trustee as provided in Section 19 of this Agreement) one-sixth of its Airline Share of the Financing Costs Deficiency as set forth in the most recent six-month billing to the Airline as provided in Section 8 of this Agreement.

c) In addition, on the first day of a month following a bill by the City, as provided in Section 8 of this Agreement, for Other Costs or Other Costs Deficiency, the Airline will pay to the City its Airline Share of Other Costs and of Other Costs Deficiencies as provided in Section 5(c) of this Agreement.

Section 5. Airline Share.

a) The Airline Share of Financing Costs for each six month period is the sum of (i) the product of the Airline's number of Enplaned Passengers for its Base Year and the Enplaned Passenger Rate and (ii) the product of the Airline's number of Deplaned Passengers for its Base Year and the Deplaned Passenger Rate. The Deplaned Passenger Rate for any period is 46% of the total Financing Costs for the period divided by the total number of Deplaned Passengers for all International Terminal Airline Parties for their respective Base Years. The Enplaned Passenger Rate for any period is 54% of the total Financing Costs for the

period divided by the total number of Enplaned Passengers for all International Terminal Airline Parties for their respective Base Years. For purposes of calculating the Enplaned Passenger Rate and the Deplaned Passenger Rate for any period, the City shall estimate the number of Deplaned and Enplaned Passengers for any International Terminal Airline Party which has a Base Year after 1988 until actual numbers for the Base Year become available, after which these actual numbers will be used for calculating those rates. When those actual numbers become available to the City it will amend Exhibit B to reflect those numbers.

b) The Airline Share of a Financing Costs Deficiency for a period is the product of that deficiency as of the June 7 or December 7 preceding the period and a fraction, the numerator of which is the Airline Share of Financing Costs for the period for the Airline (if there were Financing Costs in the period) and the denominator of which is the sum of the Airline Shares of Financing Costs for that period (if there were Financing Costs in the period) for all International Terminal Airline Parties, other than those which have not then paid the full amount of their Airline Shares of Financing Costs and of Financing Costs Deficiency for all previous periods.

c) The Airline Share of Other Costs at any date of calculation is the product of those Other Costs and its Airline Share Percentage. The Airline Share of Other Costs Deficiency at any date of calculation is the product of that Other Costs Deficiency and a fraction, the numerator of which is the Airline Share of Other Costs with respect to which the Other Costs Deficiency arose and the denominator of which is the sum of the Airline Share of such Other Costs for all International Terminal Airline Parties other than those which have not paid the full amount then due of their Airline Share of Other Costs and Other Costs Deficiencies then due.

d) If the use of estimated numbers for a Base Year for an International Terminal Airline Party as provided in paragraph (a) of this section causes the calculation of its Airline Share of Financing Costs for its Base Year to be greater or less than what its Airline Share of Financing Costs for the Base Year would have been based upon the actual numbers, by an amount which is more than 15% of the total of the Financing Costs for the Base Year, then the City shall recalculate the Airline Share of Financing Costs for that year for all International Terminal Airline Parties. The City shall notify the Airline of any additional amount which shall be due from it or any credit to which it shall be entitled as a result of the recalculation. That additional amount due or credit shall be applied to adjust its Airline Share of Financing Costs in the next period beginning after any such recalculation is made.

Section 6. Due Date For Payment And Method Of Payment.

All payments which the Airline is required to make under this Agreement are due on the first day of the month in which due. Payments may be made by wire transfer or other timely method reasonably satisfactory to the City.

Section 7. Interest On Late Payments.

Any payment which the Airline is required to make under this Agreement which is not paid when due shall bear interest at a rate per year equal to the sum of the then current prime rate of the then largest commercial bank in Chicago (determined on the basis of total assets), plus four percent. However, no interest shall begin to accrue on any amount until thirty days after the City has billed the Airline for the amount. The Airline will be obligated to pay all costs of the City or the Trustee including attorneys' fees, incurred in collecting any amount not paid when due under this Agreement.

Section 8. Billings.

The City will compute the amounts which are to become due in each six month period under this Agreement for Financing Costs and Financing Costs Deficiency and will compute the amounts which are to become due for Other Costs and Other Costs Deficiencies and send statements to the Airline of all such amounts. The statement in respect of amounts due for Financing Costs shall be given to the Airline by the City by the 15th day of the month preceding the month in which the period begins. A statement in respect of amounts due for Financing Costs Deficiencies shall be given to the Airline as soon as practicable on or after the 15th day of the month preceding the period in which the payments are due. The failure of the City timely to submit a bill to the Airline or the failure of the Airline timely to receive a bill shall not affect the obligation of the Airline timely to pay all amounts due pursuant to this Agreement.

Section 9. Reimbursements.

a) As provided in the Indenture, amounts in the International Terminal Special Reserve Fund may be deposited in the International Terminal Reimbursement Fund. The City shall direct the Trustee to make deposits in the International Terminal Reimbursement Fund for the International Terminal Special Reserve Fund to the extent permitted under the Indenture. The City may direct the Trustee to withdraw any amounts from the International Terminal Reimbursement Fund and to deposit those amounts in the International Terminal Special Revenue Fund, with the amount so deposited to which the Airline would otherwise be entitled as reimbursement as provided in this Agreement being credited against the next amounts owed by the Airline under this Agreement as its Airline Share of Financing Costs or Financing Costs Deficiency. No amounts shall be so transferred unless the amount transferred may be so used as a credit within the six months following the date of transfer. The City agrees to reimburse, but solely from available amounts for that purpose in the International Terminal Reimbursement Fund (or from amounts in the International Terminal Special Revenue Fund or the International Terminal Bond Fund or from collections of amounts due for Financing Costs after no International Terminal Bonds remain outstanding and no amounts remain due under the related letter of credit or other credit support instrument reimbursement agreement), the Airline and the other International Terminal Airline Parties for all Financing Costs Deficiency payments made by them, plus interest. The City agrees to reimburse, but solely from collections of amounts due for Other Costs and Other Costs Deficiencies, after the City has been fully reimbursed for all those Other Costs plus interest, the Airline and other

International Terminal Airline Parties proportionately for payments made by them of Other Costs Deficiencies, and of interest on those payments at the rate calculated for late payments under Section 7 of this Agreement. The City may apply any amounts to be used to make a reimbursement to the Airline under this section to reimburse the City for previously unreimbursed Other Costs.

b) Upon there being no International Terminal Bonds remaining outstanding, and all obligations to reimburse providers of letters of credit and other credit support instruments securing International Terminal Bonds having been paid and all Bond Costs having been paid, all amounts in the International Terminal Special Revenue Fund, the International Terminal Bond Fund and International Terminal Reimbursement Fund shall be returned to the Airline and the other International Terminal Airline Parties which are not in default with respect to payments due of their shares of Financing Costs and Financing Cost Deficiencies under their respective Financing Agreements in proportion to their respective unreimbursed payments of Financing Costs Deficiencies; provided, however, that the City may apply any such amounts to be used to make a reimbursement to the Airline to reimburse the City for previously unreimbursed Other Costs.

Section 10. Nature Of Airline Obligations.

The obligations of the Airline under this Agreement are absolute and unconditional including, without limitation, as to whether a plan for or a design of the International Terminal is completed or permanent financing for the International Terminal is ever achieved. Failure of the City to meet its obligations under this Agreement or any other agreement with the Airline, or with any other International Terminal Airline Party, or under any other obligation of the City to the Airline or other International Terminal Airline Party, shall not in any way affect or excuse the obligations of the Airline under this Agreement. The Airline is not entitled to set-off against its payments under this Agreement or reduce those payments by any amounts which are (or are claimed to be) due it or the Trustee from the City or the Trustee under the Indenture, this Agreement or under any other agreement with the City. The Airline is not entitled to make any claims upon any amounts held by the Trustee.

Section 11. Agreement To Enforce.

The City agrees that it will use its best efforts to enforce all payment obligations of all International Terminal Airline Parties under all Financing Agreements.

Section 12. Additional Financing Agreements.

- a) The City will use its best efforts to enter into Financing Agreements substantially identical to this Agreement with prospective users of the International Terminal.
- b) The City will not enter into any Financing Agreement with any International Terminal Airline Party on terms which are more favorable to that International Terminal Party than is this Agreement to the Airline.
- c) The City shall not amend any Financing Agreement in a way which increases the Airline Share Percentage of the Airline without the Airline's written consent.
- d) No payments by any International Terminal Airline Party under any Financing Agreement shall constitute Revenues under the General Ordinance.

Section 13. Issuance Of Bonds.

- a) The City will use its best efforts to issue the Series 1989A Bonds as provided in the Indenture. The Airline will cooperate in all respects with the City in facilitating the issuance by the City of the Series 1989A Bonds and additional series of Bonds as provided in paragraph (b) of this section and shall provide the City with such information and certifications as it may reasonably request as may, in the opinion of bond counsel, be necessary for the issuance of such series of Bonds so that interest on them is not included in gross income for federal income tax purposes (except while an International Terminal Bond is held by a substantial user of the International Terminal or the Airport or a related person, within the meaning of the Internal Revenue Code of 1986, as amended).
- b) The City may (but is not obligated to) issue International Terminal Bonds, in addition to the Series 1989A Bonds, under the Indenture and a Supplemental Indenture, for the purposes described in paragraph (g) of Section 1 of this Agreement. The additional Bonds shall be on a parity with the Series 1989A Bonds as to their claim for payment from International Terminal Special Revenues, and shall mature on the same date as the Series 1989A Bonds. The additional Bonds shall be secured by a letter of credit (which need not be from the same bank which provides the letter of credit for the Series 1989A Bonds). The additional International Terminal Bonds shall be in a principal amount so that the aggregate principal amount of all outstanding International Terminal Bonds shall not exceed \$22,000,000. Any such International Terminal Bonds in addition to the Series 1989A Bonds shall be issued only upon the written consent of International Terminal Airline Parties whose entry into Financing Agreements would have been sufficient to have caused this Agreement to be effective as provided in Section 18 of this Agreement.

Section 14. Other Costs.

The Airline shall also indemnify the City for and shall pay to the City, in accordance with Section 4(c) of this Agreement in addition to all obligations under Sections 4(a) and 4(b) of this Agreement, its Airline Share of any costs, expenses, liabilities or obligations of any kind; including legal fees and costs, which the City incurs or is liable for in connection with the issuance and sale of the International Terminal Bonds or in connection with the Indenture, the Remarketing Agreement, any reimbursement agreement, any contract of purchase of International Terminal Bonds, obligations to make rebates to the United States, or otherwise, including the City's administration and enforcement attributable to those matters (other than for paying principal of, premium if any, and interest on International Terminal Bonds, for obligations to reimburse providers of letters of credit or other credit support instruments securing International Terminal Bonds and for Bond Costs and other than those Costs which are payable from amounts held in Funds under the Indenture). The Airline shall have no responsibility to make any such indemnification for costs, liability or obligations which arise solely because of the City's gross negligence or wilful misconduct.

Section 15. Amendment To Indenture; Other Changes.

a) The City will not amend the Indenture or any International Terminal Bond if doing so will in any way adversely affect any obligation of the Airline under this Agreement without the consent of the Airline. This section shall not in any way prohibit or restrict the City from purchasing any International Terminal Bonds.

b) The City agrees that it will not, without the written consent of International Terminal Airline Parties whose entry into Financing Agreements would have been sufficient to have caused this Agreement to be effective as provided in Section 18 of this Agreement, provide for the conversion of any International Terminal Bond to a fixed rate or, prior to July 1, 1996, optionally redeem any International Terminal Bond from International Terminal Special Revenues (or from draws on a letter of credit to be reimbursed by those revenues).

c) The City agrees that at any time when (i) it has on deposit in the International Terminal Special Revenue Fund and in the International Terminal Bond Fund an amount sufficient to redeem all the outstanding International Terminal Bonds, and (ii) it has been fully reimbursed for Other Costs it shall redeem all the outstanding International Terminal Bonds in accordance with the Indenture.

Section 16. Representations Of The Airline.

The Airline represents to the City and to the Trustee on behalf of the owners of the International Terminal Bonds from time to time, and will provide to the City upon its request an opinion of counsel to the Airlines, that:

a) The Airline is a duly organized and existing _____ corporation and is subject to suit in Illinois with respect to the enforcement of this Agreement;

b) The Airline has the legal power and authority to enter into and to meet its obligations under this Agreement; its officers or employees who have executed the Agreement have been authorized to do so; and this Agreement constitutes its valid and legally binding obligations;

c) All consents and approvals of filing with and notices to all governmental and regulatory bodies and agencies which are needed in order for the Airline to enter into and to meet its obligations under this Agreement have been received, made and given; and

d) This Agreement does not conflict with or constitute a violation of or default under any order, rule or regulation of any governmental body, court or administrative agency or of or under any other agreement which is binding on the Airline.

Section 17. Successor And Assigns Of Airline.

This Agreement is binding on all successors to and assignees of the Airline.

Section 18. Effectiveness.

This Agreement shall not be effective unless and until the City shall have entered into Financing Agreements with International Terminal Airline Parties (which must include United Air Lines, Inc., and American Airlines) whose total Airline Share Percentage shall be at least 75% of the Airline Share Percentage as of January 1, 1989, which would be calculated for all the carriers listed in Exhibit B to this Agreement, if they were all International Terminal Airline Parties. Upon the City entering into those Financing Agreements, this Agreement shall be immediately effective. The City shall give the Airline notice of the effectiveness of this Agreement but the failure to give that notice shall not affect the effectiveness of this Agreement.

Section 19. Assignment To Trustee.

The right to receive all payments which are required to be made by the Airline under this Agreement of Financing Costs and Financing Costs Deficiency is being assigned by the City to the Trustee to secure and provide a source of payment of principal of, premium, if any, and interest on the Bonds and all other Bond Costs (as defined in the Indenture), and of obligations to reimburse providers of letters of credit and other credit support instruments securing International Terminal Bonds. The Airline agrees that it will, upon receiving notice of that assignment, make all payments of Financing Costs and Financing

Costs Deficiency under this Agreement directly to the Trustee. Payments of Other Costs and Other Costs Deficiencies will be made directly to the City.

The rights of the City to enforce the provisions of the Agreement (other than its rights under Sections 4(c), 7, 9 and 14) are being assigned to the Trustee. The Trustee will have the right to enforce this Agreement with respect to the payment of Financing Costs and Financing Costs Deficiencies as provided in the Indenture. As provided in the Indenture, the City shall also retain the right to enforce this Agreement and other Financing Agreements, either separately from or together with the Trustee, consistent with the exercise of the powers of the Trustee. Payments by the Airline shall be applied first to payment of Financing Costs and Financing Costs Deficiencies before being applied to payment of Other Cost and Other Costs Deficiencies.

Section 20. Notices.

All notices, designations and bills under this Agreement shall be in writing and shall be delivered or shall be sent by telecopier, similar electronic means or by first class mail, if to the Airline at _____ (or such other place in the City or in such other manner as it may from time to time specify) and if to the City at the office of the Comptroller, Room 501, City Hall (or such other place in the City or in such other manner as it may from time to time specify) and if to the Trustee, as provided in the Indenture, or at such other address as a party entitled to the notice, designation or bill shall designate in writing to the other parties.

Section 21. Miscellaneous Provisions.

a) This Agreement supersedes all prior negotiations or understandings concerning the topic of this Agreement and is the whole agreement of the parties concerning providing a source of payment of and security for the International Terminal Bonds. There are no other oral or written agreements concerning the subject of this Agreement. This Agreement shall have no effect on any lease or use agreement or other agreement between the City and the Airline.

b) This Agreement shall be governed, interpreted and enforced under the laws of the State of Illinois.

c) By this Agreement, the Airline consents that it is subject to the jurisdiction of the courts of the State of Illinois in any action with respect to this Agreement and is subject to service of process with respect to any such action by delivery to it of a copy of the process at the address at which notices may be given it as provided in this Agreement. The Airline waives any immunity it may have against any such action or service of process, including under any treaty or under customary international law or otherwise.

d) The provisions of this Agreement shall be interpreted so as to uphold their legality and enforceability to the extent possible. The invalidity or unenforceability of any

provision of this Agreement in any instance shall not affect the enforceability of that provision in any other instance or of remaining provisions of this Agreement.

e) If any part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall remain valid to the maximum extent possible.

Executed this _____, 19____.

[Signature forms omitted for printing purposes.]

This Agreement (other than the rights of the City provided in Sections 4(c), 7, 9 and 14) has been assigned by the City to the Trustee as provided in Section 19 of this Agreement. The Trustee accepts that assignment. The City gives the Airline notice of that assignment and the Airline acknowledges receipt of that notice.

Dated: _____, 19____.

[Signature forms omitted for printing purposes.]

[Exhibits attached to this International Terminal Financing Agreement unavailable at time of printing.]

Chicago-O'Hare International Airport

International Terminal Design Agreement.

This Agreement, made and entered into as of the ____ day of _____, 19____, by and between the City of Chicago, a municipal corporation and home rule unit of local government (the "City") and _____, a corporation organized and existing under and by virtue of the laws of _____ (the "Airline").

Recitals.

A. The City owns and operates Chicago-O'Hare International Airport (the "Airport").

B. The current international terminal at the Airport ("Terminal 4") is an interim facility used for the processing of all arriving international passengers at the Airport, and for the departure of the passengers of certain airlines operating international flights at the Airport.

C. The airlines operating at the Airport who enplane and/or deplane passengers at Terminal 4 (the "Terminal 4 Users") pay to the City certain fees and charges for the use of Terminal 4 ("Terminal 4 Fees and Charges").

D. The City plans to construct a new international terminal building and related facilities at the Airport (the "International Terminal").

E. The City estimates that the total cost of planning and designing the International Terminal is in excess of \$20,000,000.

F. The City has available the sum of \$7,000,000 which has been made available by United Air Lines, Inc. (the "U.A.L. Contribution") for the purpose of paying a portion of the cost of the Design Work (as hereinafter defined). The U.A.L. Contribution was received by the City and may be spent pursuant to a Supplemental Funding Agreement between the City and United Air Lines, Inc.

G. The City does not have funds available to pay the cost of the Design Work over and above the U.A.L. Contribution.

H. The City intends to issue Chicago-O'Hare International Airport International Terminal Special Revenue Bonds (the "Bonds"), in order to pay (i) a portion of the costs of *planning and designing the International Terminal, including architectural and engineering fees, construction management fees and fees payable to the Airlines' Design Representative* (as hereinafter defined), (ii) interest and letter of credit fees and other related costs of the Bonds during an initial capitalized interest period and (iii) the costs of issuance of the Bonds.

I. The City and the Airline intend that the proceeds of the initial issue of the Bonds, together with the U.A.L. Contribution, will fund the Design Work through the 60% Completion Stage (as hereinafter defined); provided, however, that the City's obligations to proceed with the Design Work is limited to the availability of such proceeds of Bonds and the U.A.L. Contribution to pay the cost thereof; and provided further that the City is under no obligation to issue additional Bonds.

J. The City and the Terminal 4 Users are in the process of negotiating an International Terminal Use Agreement and Facilities Lease (the "International Terminal Use Agreement") relating to the planning, design, construction and use of the International Terminal.

K. When the City either reaches the 60% Completion Stage of the Design Work or exhausts the Available Funding (as hereinafter defined), whichever occurs first, the City and the Terminal 4 Users will mutually agree whether to continue, complete or modify the Design Work and whether to proceed with the construction of the International Terminal.

L. If the City and the Terminal 4 Users agree to so proceed, the City intends that the Bonds will be refunded, to the extent legally permissible, from the proceeds of tax-exempt revenue bonds to be issued by the City to finance the remainder of the Design Work and the construction of the International Terminal (the "Construction Bonds").

M. In order to provide a source of payment and security for the Bonds (including a source of payment and security if the City and the Terminal 4 Users do not agree to issue Construction Bonds to refund the Bonds), the City and certain of the Terminal 4 Users, including the Airline (the "International Terminal Airline Parties"), have entered into substantially identical International Terminal Financing Agreements (the "Financing Agreements"), pursuant to which the International Terminal Airlines Parties have agreed to pay to the City amounts which, together with investment earnings on certain funds created under the Indenture of Trust between the City and Harris Trust and Savings Bank, will be sufficient in the aggregate to enable the City to pay the debt service on the Bonds and all other costs in connection with the Bonds, including paying fees of and reimbursing providers of letters of credit or other credit support instruments securing the Bonds (the amounts so required to be paid are collectively referred to herein as the "Financing Costs").

N. In connection with the issuance of the bonds, the City and the International Terminal Airline Parties desire to set forth certain agreements with respect to the design of the International Terminal and certain related matters.

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

1. Design Of International Terminal.

(a) The City will prepare, or cause to be prepared, detailed construction drawings, plans and specifications, and cost estimates for each capital improvement comprising part of the International Terminal, and establish estimated commencement and completion dates for each such capital improvement (the "Design Work"); provided, however, that the foregoing obligations of the City with respect to the Design Work are subject to the City's ability to pay the costs thereof solely from Available Funding; and provided further that the City will have no obligation to issue additional Bonds following the initial issue of Bonds. "Available Funding" means the U.A.L. Contribution and the proceeds of the Bonds and certain interest and investment earnings on those proceeds.

(b) The International Terminal Airline Parties have appointed International Terminal Associates to serve as their authorized representative in connection with the Design Work (the "Airlines' Design Representative"). Not less frequently than once per month, representatives of the City, the City's Architects and Engineers (as hereinafter defined), the Airlines' Design Representative and representatives of the International Terminal Airline Parties comprising a Technical Committee will meet to discuss and review the status of the Design Work.

(c) The City shall submit to the Airlines' Design Representative all Contract Documents (as hereinafter defined) received from Group One Design (the "Architects and Engineers") pursuant to the Professional Services Agreement between the City and the Architect and Engineers (the "Professional Services Agreement"). "Contract Documents" shall have the meaning set forth in the Professional Services Agreement.

(d) The Airlines' Design Representative may monitor the design of the International Terminal on behalf of the International Terminal Airline Parties, and act in conjunction

with and coordinate activities with the City's Program Management Office. It is the intent of the parties that the Airlines' Design Representative will participate in the design process on an on-going basis, review and comment on all design documents and approve the (i) Design Concept Submittal, as defined in Section 3.3(B)(2) of the Professional Services Agreement, (ii) Design Development and Preliminary Design Submittal, as defined in Section 3.3(B)(4) of the Professional Services Agreement, and (iii) In-Progress Submittal, as defined in Section 3.3(B)(5) of the Professional Services Agreement, which provides for completion of approximately 60% of the Contract Documents for the design of the International Terminal (the "60% Completion Stage"). The City will give due consideration to the requests, suggestions and recommendations of the Airline and Airlines' Design Representative with respect to the Design Work. Any review, comments or approvals of the Airlines' Design Representative will be completed and submitted to the City by the Airlines' Design Representative in a timely fashion so as to not adversely affect the schedules set forth in the Professional Services Agreement.

(e) The City will cause the fees of Airlines' Design Representative to be paid from Available Funding upon submission to the City of a payment requisition in the form attached hereto as Exhibit A.

2. Non-Signatory Airline Surcharge On Terminal 4 Fees And Charges.

(a) For each January 1 through December 31 of any year or such other fiscal year as the City may adopt for the Airport (a "Fiscal Year") in which any amounts are owed by the International Terminal Airline Parties under the Financing Agreements, the City shall include in the Terminal 4 Fees and Charges of Terminal 4 Users that are not International Terminal Airline Parties ("Non-Signatory Airlines") a surcharge calculated in accordance with this Section 2. At the time of any mid-year adjustment by the City of Terminal 4 Fees and Charges, the surcharges included therein for the then current Fiscal Year in accordance with this Section 2 will be adjusted by the City as appropriate.

(b) For each Fiscal Year in which any amounts are owed by the International Terminal Airline Parties under the Financing Agreements, the City shall charge each Non-Signatory Airline a surcharge equal to the sum of (i) 150% of the number of Deplaned Passengers (as hereinafter defined) of such Non-Signatory Airline in such Fiscal Year, multiplied by the Non-Signatory Deplaned Passenger Rate (as hereinafter defined) for such Fiscal Year; plus (ii) 150% of the number of Enplaned Passengers (as hereinafter defined) of such Non-Signatory Airline in such Fiscal Year, multiplied by the Non-Signatory Enplaned Passenger Rate (as hereinafter defined) for such Fiscal Year. "Deplaned Passengers" means all terminating and all incoming on-line transfer and off-line transfer passengers arriving at Terminal 4. "Enplaned Passengers" means all originating and outgoing on-line transfer and off-line transfer passengers departing on international flights at the Airport whether from Terminal 4 or another terminal; provided, however, that only airlines which have expressed an intent to lease premises in the departure facility of the International Terminal shall be deemed to have Enplaned Passengers.

(c) The "Non-Signatory Deplaned Passenger Rate" for each Fiscal Year shall be determined by dividing [46]% of the Financing Costs for such Fiscal Year by the sum of the following: (i) the total number of Deplaned Passengers of all International Terminal Airline Parties for their respective Base Years (as hereinafter defined) as such number is set forth in Exhibit B hereto plus (ii) 150% of the total number of Deplaned Passengers for all Non-Signatory Airlines for such Fiscal Year.

(d) The "Non-Signatory Enplaned Passenger Rate" for each Fiscal Year shall be determined by dividing [54]% of the Financing Costs for such Fiscal Year by the sum of the following: (i) the total number of Enplaned Passengers of all International Terminal Airline Parties for their respective Base Years as such number is set forth in Exhibit B hereto plus (ii) 150% of the total number of Enplaned Passengers for all Non-Signatory Airlines for such Fiscal Year.

(e) "Base Year" means (i) 1988 for any International Terminal Airline Party that executes a Financing Agreement on or prior to December 31, 1989, if such International Terminal Airline Party operated at the Airport during all of 1988, and (ii) for any International Terminal Airline Party not described in (i) above, the twelve month period commencing on the earlier of the January 1 and July 1 following the date of execution of a Financing Agreement by such International Terminal Airline Party. For purposes of calculating the Non-Signatory Deplaned Passenger Rate and the Non-Signatory Enplaned Passenger Rate, the City shall estimate the number of Deplaned Passengers and Enplaned Passengers for any International Terminal Airline Party that has a Base Year after 1988 until the actual numbers for such Base Year are available, after which the City will use the actual numbers in such calculations. When such actual numbers are available to the City, Exhibit B hereto shall be amended to reflect those actual numbers.

3. Negotiation Of Use Agreement.

The City and the Airline shall use their best efforts to finalize the form of the International Terminal Use Agreement, as well as a separate financing agreement to support the issuance of the Construction Bonds, by November 30, 1989.

4. Miscellaneous.

(a) This Agreement supersedes all prior negotiations or understandings concerning the topic of this Agreement.

(b) This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in that State.

(c) In the event any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of any such provision shall in no way affect any other provision contained herein or in any other agreement between the City and the Airline.

(d) This Agreement shall become effective upon the effectiveness of a Financing Agreement between the City and the Airline and the issuance of the Bonds.

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

[Signature forms omitted for printing purposes.]

Reimbursement Agreement And Credit Facility.

Reimbursement Agreement between the City of Chicago, Illinois, a municipal corporation and home rule unit of local government (the "City"), and _____ (the "Bank").

In consideration of the premises, the City and the Bank agree as follows:

Article I.

Defined Terms.

The following terms shall, unless the context indicates otherwise, have the meanings provided below:

"A Drawing" means a drawing made by a certificate in the form of Exhibit A to the Letter of Credit, to pay principal of Bonds at their maturity (including maturity of the Bonds by acceleration or on the occurrence of an Event of Default) or upon redemption of the Bonds.

"Agreement" means this Reimbursement Agreement and Credit Facility, dated as of _____, 1989 between the Bank and the City.

"Airport" means Chicago-O'Hare International Airport.

"Applicable Margin" means when used with respect to a Loan, _____%.

"Available Letter of Credit Amount" for the Letter of Credit during any period means the average daily amount available to be drawn on the Letter of Credit during such period.

(based upon such amount in effect at the opening of business on each day and not giving effect to any temporary reduction in such amount occasioned by B Drawings).

"Bank" means _____, as issuer of the Letter of Credit, its successors and assigns.

"B Drawing" means a drawing made by a certificate in the form of Exhibit B to a Letter of Credit, to pay interest on Bonds or to enable the Tender Agent to pay the portion of the purchase price of Bonds tendered for purchase equal to accrued interest on the Bonds.

"Bonds" means the City's International Terminal Special Revenue Bonds, Series 1989A.

"Business Day" means a day on which banks located in Chicago, Illinois or New York, New York are not required or authorized by law or executive order to remain closed.

"C Drawing" means a drawing made by a certificate in the form of Exhibit C to the Letter of Credit, to enable the Tender Agent to pay the portion of the purchase price of Bonds tendered for purchase equal to the principal amount of such tendered Bonds.

"Custody Bonds" means Bonds purchased with C Drawings and held by the Trustee for the account of the Bank prior to remarketing of such Bonds.

"Date of Issuance" for the Letter of Credit means the date on which such Letter of Credit is issued by the Bank to the Trustee.

"Documents" means this Agreement, the Letter of Credit, the Bonds, the Indenture, the Remarketing Agreement and any instrument or agreement related to those documents, and "Document" means any of those documents.

"Drawing" means any A Drawing, B Drawing or C Drawing.

"Eurodollar Business Day" means any day on which dealings in deposits in United States dollars are carried on in the London interbank Euro-currency market and on which banking institutions in the State of Illinois are open for the purpose of conducting a commercial banking business.

"Eurodollar Loan" means a Loan which has LIBOR as the basis for its interest rate.

"Event of Default" means an Event of Default as defined in Section 5.1 of this Agreement.

"Federal Funds Loan" means a Loan which has the Federal Funds Rate as the basis for its interest rate.

"Federal Funds Rate" for an Interest Period for a Loan means the rate per year determined by the Bank to be the rate at which money center banks in the United States offer funds to the Bank for a period of time comparable to the Interest Period in an amount equal to the amount of such Loan. The Bank's determination of the Federal Funds Rate shall be conclusive and binding on the City, absent manifest error.

"Indebtedness" means, for any Person, all items which, in accordance with generally accepted accounting principles consistently applied, would be included in determining such Person's total liabilities as shown on the liability side of a balance sheet of such Person as at the date the Indebtedness is to be determined.

"Indenture" means the Indenture of Trust, dated as of _____, 1989, between the City and _____, as Trustee.

"Interest Period" means, with respect to a Loan, a period of 30 or 60 days, at the election of the City, beginning on the date of a Loan or the date of expiration of the then current Interest Period for a Loan. The initial Interest Period for each Loan shall be 30 days, provided that the City may select a different initial Interest Period upon notice (which may be by telex, telecopy or by telephone confirmed in writing) given to the Bank no later than 11:30 A.M., Chicago time, two Business Days, or in the case of Eurodollar Loans, Eurodollar Business Days, prior to the date of a Drawing. The period of each subsequent Interest Period shall be specified by the City in a notice (which may be given by telex or telecopy) to the Bank at least two Business Days prior to the beginning of such Interest Period. Any subsequent Interest Period as to which the City fails to notify the Bank of its election shall be a period of 30 days. Nonetheless, (a) if any Interest Period would otherwise end on a day which is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless, in the case of Eurodollar Loan, the result of such extension would be to carry such Interest Period into another calendar month, in which event such Interest Period shall end on the immediately preceding Business Day; (b) no more than _____ Interest Periods in the aggregate for Eurodollar Loans shall be in effect at any time; and (c) no Interest Period may extend beyond the Maturity Date for the applicable Loan.

"Letter of Credit" means the irrevocable direct-pay Letter of Credit to be issued in the form of Annex I to this Agreement, appropriately completed.

"LIBOR" means, with respect to an Interest Period for a Eurodollar Loan, the rate per year determined by the Bank to be the rate at which United States dollar deposits in an amount equal to the amount of such Eurodollar Loan are offered to leading banks for a period of time comparable to the Interest Period involved by leading banks in the London Eurodollar interbank market at approximately 11:00 A.M., London time, on the second full Eurodollar Business Day preceding the first day of such Interest Period. The Bank's determination of LIBOR shall be conclusive and binding on the City, absent manifest error.

"Loan" means a loan as defined in Section 2.1 of this Agreement.

"Maturity Date" means for each Loan the date one hundred and twenty days after the date such Loan is made.

"Offering Document" means the final form of any document prepared and used for any offering or reoffering of the Bonds or any series or portion of a series of the Bonds to the public; such document having been approved by the City, and, with respect to the information regarding it, the Bank.

"Overdue Interest Rate" means the greater of the Federal Funds Rate plus three percent per year, or the Prime Rate plus two percent per year.

"Person" means and includes an individual, a partnership, a joint venture, a corporation, a trust, an unincorporated organization; or a government or any department or agency of a government.

"Prime Rate" means the rate of interest as is publicly announced by the Bank at its office in Chicago, Illinois, from time to time as its prime rate, each change in that rate to be effective as of the opening of business on the day on which it is publicly announced to be effective.

"Promissory Note" means, as appropriate, one of the promissory notes payable to the Bank issued to the Bank to evidence Loans.

"Remarketing Agent" means the Remarketing Agent appointed and at the time acting as such in accordance with the Indenture. The Remarketing Agent as of the date of this Agreement is _____.

"Remarketing Agreement" means the Remarketing Agreement relating to the Bonds between the City and the Remarketing Agent.

"Stated Amount" means the Stated Amount of the Letter of Credit subject to reduction as provided in Section 4.6 of this Agreement.

"Tender Agent" means the Tender Agent at the time acting as such appointed in accordance with the Indenture. The Tender Agent as of the date of this Agreement is _____.

"Termination Date" for the Letter of Credit means the date on which the Trustee's right to draw under it terminates or expires as provided in the Letter of Credit. The Letter of Credit shall have a Termination Date _____ years after its Date of Issuance, subject to extension as provided in this Agreement.

"Trustee" means the Trustee appointed and at such time acting under the Indenture. The Trustee as of the date of this Agreement is Harris Trust and Savings Bank.

The definition of any Document shall be deemed to include any and all modifications, alterations, amendments and supplements to the Document.

All other capitalized terms in this Agreement shall bear the same meanings of such terms in the Indenture.

Article II.

Issuance Of The Letters Of Credit;
Loans Reimbursement Obligation;
Other Payments; Letter Of Credit
And Revolving Credit Commissions.

Section 2.1. Issuance Of Letter Of Credit; Loans.

(a) Subject to the satisfaction of the applicable conditions specified in Article III of this Agreement, the Bank agrees to issue the Letter of Credit at the request of the City and to make Loans to the City in amounts equal to unreimbursed drawings on the Letter of Credit. Each Loan occasioned by a B Drawing shall be designated as an "Interest Drawing Loan", and each Loan occasioned by a C Drawing shall be designated as a "Purchase Drawing Loan". The City agrees to execute, as appropriate from time to time, one or more of the Promissory Notes to evidence its obligations to repay Loans.

(b) Each Loan shall initially be a Federal Funds Loan, provided that the City, upon notice (which may be by telex or by telephone confirmed in writing) given to the Bank no later than 11:30 A.M., Chicago time, two Eurodollar Business Days prior to the date of any Drawing, may request that such Loan shall be a Eurodollar Loan.

(c) Upon at least two Business Days' prior notice (which may be given by telex or by telephone confirmed in writing) by the City to the Bank (or, in the case of a change to a Eurodollar Loan, two Eurodollar Business Days' prior notice, if earlier), the City may change (i) any outstanding Federal Funds Loan to a Eurodollar Loan and (ii) any outstanding Eurodollar Loan to a Federal Funds Loan on the last day of the Interest Period with respect to the Loan.

Section 2.2. Reimbursement.

(a) The City agrees to pay to the Bank, but solely from the source of funds specified in Section 2.14 of this Agreement, not later than _____, Chicago time, on each date that any amount is drawn under a Letter of Credit pursuant to any Drawing, a sum equal to the amount so drawn; provided, however, that, with respect to any B Drawing or C Drawing or portion of such a Drawing for which the City has given the Bank notice (which may be given by telex) by 12:30 P.M., Chicago time, on the date of such Drawing that the City will not reimburse the Bank for such Drawing or portion of Drawing on such day solely because the funds specified in Section 2.14 are insufficient to reimburse the Bank, such unreimbursed Drawing shall, subject to satisfaction of the conditions specified in Article III, be considered to be a Loan made by the Bank to the City on the date of this Drawing.

Section 2.3. Interest.

Each Loan shall bear interest from the date of such Loan until its Maturity Date, payable on the last day of each successive Interest Period with respect to the Loan, at a rate per annum, with respect to each Interest Period, equal to (i) the Applicable Margin plus (ii) LIBOR or the Federal Funds Rate, as applicable, for such Interest Period. After its Maturity Date (whether by acceleration or otherwise), each Loan shall bear interest at a rate per year equal to the Overdue Interest Rate.

Section 2.4. Principal.

Any unpaid principal of and accrued interest on a Loan shall be due and payable on its Maturity Date.

Section 2.5. Fees; Interest On Overdue Amounts.

(a) The City shall pay the Bank a letter of credit fee of _____% per year of the Available Letter of Credit Amount for the Letter of Credit from its Date of Issuance to its Termination Date, payable _____ in arrears on the last day of each _____, _____ and _____, and on the Termination Date.

(b) The City shall pay the Bank a facility fee in the amount of \$ _____, payable upon issuance of the Letter of Credit.

(c) The City will pay to the Bank interest on any and all amounts remaining unpaid by the City under this Agreement from the date the payments become payable to the day on which payment is made in full, payable upon demand, at a rate per year equal to the Overdue Interest Rate.

Section 2.6. Prepayments.

(a) The City may at its option prepay the Loans in whole at any time or in part from time to time, providing in each case written notice to the Bank. The City shall prepay each Loan made as a result of a C Drawing immediately after the Bond with respect to which such Drawing was made is remarketed.

(b) Each prepayment of a Loan shall be accompanied by payment of interest at the applicable rate for such Loan to the date of prepayment.

Section 2.7. Lending Offices.

Eurodollar Loans shall be made by the Bank from such branch or affiliate as it has most recently designated to the City in writing as its "Eurodollar Lending Office".

Section 2.8. Availability Of Eurodollar Loans.

In the event that conditions in the London Eurodollar interbank market change so as to make it impractical in the judgment of the Bank to make or maintain Eurodollar Loans (the portion of the Eurodollar Loans so affected herein called the "Affected Loans") whether because United States dollar deposits in the amount of such Eurodollar Loans and of the requested maturity are not available to the Bank in the London Eurodollar interbank market, or otherwise, the Bank shall immediately give notice of that to the City and (a) notwithstanding any other provision of this Agreement, the Eurodollar Loans to the extent of all outstanding Affected Loans shall on the last day of the then current Interest Period with respect to them, automatically be changed to be Federal Funds Loans, and (b) until such time as the Bank determines that conditions have changed so as to again make it practicable for the Affected Loans to be made as Eurodollar Loans, the Bank shall not be obligated to make further Eurodollar Loans to the extent of the portion constituting Affected Loans and, if the City requests that the Bank make Eurodollar Loans, the portion constituting Affected Loans shall instead be Federal Funds Loans. If any condition contemplated by this Section 2.8 shall have occurred with respect to the Bank, the Bank shall promptly notify the City; provided that failure of the Bank to give any such notice shall not affect the terms of this Section 2.8.

Section 2.9. Illegality.

If, after the date of this Agreement, the adoption or change of, or any change in the interpretation or administration of, any applicable law, rule or regulation by any governmental authority, central bank or comparable agency charged with the interpretation or administration of the law, rule or regulation, or compliance by the Bank (or its Eurodollar Lending Office) with any request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency shall make it unlawful or impossible for the Bank (or its Eurodollar Lending Office in the case of Eurodollar Loans) to make, maintain or fund Eurodollar Loans, the Bank shall so notify the City. Before giving any notice to the City pursuant to this section, the Bank shall, if possible, designate a different Eurodollar Lending Office if such designation will avoid the need for giving such notice and will not (within the Bank's sole discretion) be otherwise disadvantageous to the Bank. Upon receipt of such notice, the City shall change each Eurodollar Loan to be a Federal Funds Loan on either (a) the last day of the then current Interest Period if the Bank may lawfully continue to maintain and fund Eurodollar Loans or its interest in them, as the case may be, to such day or (b) immediately if the Bank may not lawfully continue to fund and maintain Eurodollar Loans, and in that event shall then pay accrued and unpaid interest to such day. Concurrently with repaying each Eurodollar Loan, the Bank shall make to the City a Federal Funds Loan in an equal principal amount.

Section 2.10. Loan Account.

The Bank shall maintain on its books and records an account (the "Loan Account") in which the Bank shall record the date, amount and type of each Loan, each payment and prepayment of principal thereof and the interest rate applicable thereto. The Loan Account maintained by the Bank shall be presumptive as to the aggregate unpaid principal amount of all Loans made by the Bank and the type and interest rate applicable to them, but the failure by the Bank to record the date, amount or type of or interest rate applicable to any Loan or any payment or prepayment of any Loan shall not affect the obligation of the City under or in connection with the Loan.

Section 2.11. Credit For Funds Received By Bank Pursuant To The Indenture.

The Bank agrees that the City shall be entitled to credit against its payment obligations to the Bank under this Agreement and the Promissory Notes to the extent of (i) any payments of principal and interest paid to the Bank in respect of Custody Bonds, and (ii) the proceeds from the remarketing and sale of such Bonds by the Remarketing Agent under the Indenture, which proceeds are delivered to the Bank in accordance with the Indenture.

Section 2.12. Payments In Respect Of Increased Costs Or Reduced Rate Of Return.

(a) If any law, rule or regulation, any change in any law, rule or regulation, or any final interpretation of a law, rule or regulation by any court or administrative or governmental authority charged or claiming to be charged with the administration thereof, or any change in generally accepted accounting principles applicable to the Bank shall (i) impose, modify or make applicable any reserve, capital, special deposit or similar requirement against letters of credit issued by the Bank or Loans made by the Bank or with respect to this Agreement, any Letter of Credit or any other Document or any transactions under this Agreement or the Letter of Credit, (ii) impose on the Bank any other conditions regarding this Agreement, any Letter of Credit, any Loan made by the Bank or any other Document, or (iii) subject the Bank to any tax (other than taxes based upon revenues or income), charge, fee, deduction or withholding of any kind whatsoever, and the result of any such event, or any similar measure, shall be to increase the cost to the Bank of issuing or maintaining Eurodollar Loans or any Letter of Credit or reduce the amount of principal, interest or any fee or compensation receivable by the Bank in respect of any Letter of Credit, this Agreement or any other Document, upon written notice by the Bank, the City shall pay to the Bank, from time to time as specified by the Bank, such additional amounts as shall be sufficient to compensate the Bank for such increased costs or reduction in receipts or reduction in return on capital. The Bank shall also deliver to the City, at the time at which any such notice is given by the Bank, a certificate setting forth any amounts due to the Bank under this Section 2.12 and detailing the manner of computing and the individual components of such amounts. Each such certificate shall be prima facie evidence of the amounts due. If the Bank shall have received any payment from the City

pursuant to this Section 2.12 in excess of that due under this Section 2.12, the Bank shall promptly refund such excess amount to the City.

Section 2.13. Computation Of Commission And Interest; Place And Manner Of Payment.

Commission and interest payable hereunder shall be computed on the basis of a year of 360 days and on the actual number of days elapsed. All payments by the City to the Bank under this Agreement shall be made in lawful currency of the United States and in immediately available funds on the date such payment is due at the Bank's office at 30 South Wacker Drive, Chicago, Illinois 60606. Unless the City shall notify the Bank before 1:00 P.M., Chicago time, that the funds are being transferred on that day, amounts received by the Bank from the City after 1:00 P.M., Chicago time, shall be deemed to have been received on the next succeeding Business Day.

Section 2.14. Sources Of Funds.

(a) The obligation of the City to reimburse the Bank for drawings under the Letters of Credit and to pay Loans and interest on Loans shall be limited to the following sources, in the following order:

(i) During the Capitalized Interest Period, the Capitalized Interest Account of the Bond Fund of which amounts will be applied to reimburse the Bank for B Drawings under the Letter of Credit;

(ii) The Interest Account of the Bond Fund, which amounts will be applied to reimburse the Bank for B Drawings under the Letter of Credit;

(iii) The Principal Account of the Bond Fund, which amounts will be applied to reimburse the Bank for A Drawings under the Letter of Credit;

(iv) The proceeds of remarketing of Bonds the purchase of which was effected with a C Drawing (or a B Drawing and a C Drawing), which shall be applied to reimburse the Bank for such Drawing or to repay any Loans and interest on Loans and shall be used for no other purpose so long as any Loans are outstanding.

[(v) Amounts in the Debt Service Reserve Fund which shall be applied to reimburse the Bank for A Drawings and B Drawings and to repay any Loans and for no other purpose.]

(b) All the obligations of the City under this Agreement, other than amounts payable pursuant to Section 2.14(a), including without limitation the City's obligations to pay the Bank letter of credit fees, the facility fee, reimbursement of expenses, indemnity payments

under Section 4.14 of this Agreement, increased costs under Section 2.12 of this Agreement and any other amounts payable to the Bank and to make all payments under Section 6.1 of this Agreement shall be payable solely from the Bond Costs Account of the Bond Fund. The City agrees to charge and to collect all such amounts under the International Terminal Financing Agreements.

Article III.

*Conditions Precedent To Issuance
Of Letters Of Credit; Conditions
Precedent To Loans.*

Section 3.1. Conditions Precedent To Issuance Of Initial Letter Of Credit.

It shall be a condition precedent to the obligation of the Bank to issue the Letter of Credit hereunder that:

[List of Certificates, Legal Opinions, etc.]

Section 3.2. Conditions Precedent To Loans.

It shall be a condition precedent to the obligation of the Bank to make each Loan that the following statements shall be true and correct on the date of such Loan:

(a) the representations and warranties of the City contained in Section 4.1 of this Agreement are true and correct on and as of the date of such Loan as though made on and as of such date; and

(b) no Default or Event of Default shall have occurred and be continuing or would result from the making of such Loan.

Article IV.

*Representations And Warranties; Covenants;
Indemnification; Continuing Obligation;
Transfer, Reduction And Termination Of
Letter Of Credit; Liability Of The Bank;
Consent Of The Bank.*

Section 4.1. Representations And Warranties.

The City represents and warrants as follows:

(a) The City is a municipal corporation duly organized and existing under the Constitution and laws of the State of Illinois. The City has all requisite power and authority to conduct its business as presently conducted, to own its properties, and to execute, deliver and perform its obligations under this Agreement.

(b) The execution, delivery and performance by the City of this Agreement have been duly authorized by all necessary action on the part of the City Council of the City, and do not and will not (A) violate any law, rule, regulation, order, writ, judgment, injunction, decree, award or contractual restriction binding on or affecting the City, (B) result in or require the creation of any lien, security interest or other charge or encumbrance upon or with respect to any of its material assets or properties except in favor of the Bank as provided in this Agreement or (C) result in a breach of or constitute a default under any indenture or resolution or loan or credit or sale agreement or any other agreement, lease, mortgage, note or other obligation or instrument to which the City is a party. No authorization, consent, license or approval or other action by, and no notice to or filing with, any party, including, without limitation, any governmental authority or regulatory body, which has not already been obtained or taken is required for the due execution, delivery and performance by the City of this Agreement.

(c) This Agreement, when executed and delivered by the City, will be the legal, valid and binding obligations of the City enforceable against the City in accordance with its terms (assuming due and valid authorization, execution and delivery of this Agreement by the Bank), except as such enforcement is subject to the effect of (i) any applicable bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally and (ii) general principles of law and equity applicable to those remedies.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any state or federal court or any governmental agency, body or official, pending or threatened against or affecting the City, the probable outcome of which would materially and adversely affect the ability of the City to perform its obligations

under this Agreement or which, in any way, would adversely affect the validity or enforceability of the Bonds, the Indenture, this Agreement or any agreement or instrument to which the City is a party used or contemplated for use in the consummation of the transactions contemplated by this Agreement or the Indenture.

(e) The information provided by the City in the Offering Document (excluding information concerning the International Terminal Airline Parties or the Letter of Credit Bank) does not and will not contain an untrue statement of material fact or omit to state a material fact required to be stated therein in order to make the statements therein, in the light of the circumstances under which they are made, not misleading. None of the agreements, certificates or documents delivered to the Bank by or on behalf of the City in connection with this Agreement or the other Documents contains any untrue statement of a material fact or omits to state any material fact required to be stated or necessary in order to make the statements, in the light of the circumstances under which they are made, not misleading.

Section 4.2. Affirmative Covenants Of The City.

So long as the Termination Date has not yet occurred or any amounts are due or owing to the Bank under this Agreement, the City covenants that it will, unless the Bank shall otherwise consent in writing:

(a) Compliance with Laws, Etc. Comply in all material respects with all applicable laws, rules, regulations and orders of any governmental authority, noncompliance with which would impair or threaten the ability of the City to perform its obligations under this Agreement.

(b) Financial Statements. As soon as audited financial statements for any fiscal year relating to the Airport, including statements of income and retained earnings and changes in financial position and balance sheet certified by independent certified public accountants of recognized standing selected by the City, are available to the City, the City will provide them to the Bank.

(c) Other Requested Information. Furnish to the Bank such other information respecting the Bonds or the International Terminal Financing Agreements or the International Terminal as the Bank may from time to time reasonably request.

(d) Notice of Default. Furnish to the Bank as soon as possible and in any event within five Business Days after the discovery of any Event of Default or any event which, after notice or lapse of time or both, would become an Event of Default, a statement setting forth the details of such Event of Default or event and the action the City proposes to take with respect to the Event of Default.

Section 4.3. Negative Covenant Of The City.

So long as the Termination Date has not occurred or any amount is due or owing to the Bank under this Agreement, unless the Bank shall otherwise consent in writing, the City shall not enter into or consent to any amendments of, or accept the benefit of any waivers of any provision of the Remarketing Agreement, the Indenture or any International Terminal Financing Agreement which materially adversely affects any rights or obligations of the Bank.

Section 4.4. Indemnification.

The City indemnifies and holds harmless the Bank from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorneys' fees) which the Bank may incur (or which may be claimed against the Bank by any person or entity whatsoever) by reason of or in connection with (a) the execution and delivery or transfer of, or payment or failure to pay under the Letter of Credit, (b) the issuance, sale and remarketing of the Bonds, including, without limitation, any of these matters resulting from any actual or alleged misstatement or omission in any Offering Document, in respect of information provided by the City or (c) the purchase of any of the Bonds pursuant to this Agreement; provided that the City shall not be required to indemnify the Bank for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by (i) the wilful misconduct or gross negligence of the Bank in determining whether a document presented under a Letter of Credit complied with the terms of such Letter of Credit or (ii) the Bank's wrongful failure to pay under a Letter of Credit after the presentation to it by the Trustee (or a successor trustee under the Indenture to whom such Letter of Credit has been transferred in accordance with its terms) of a document strictly complying with the terms and conditions of such Letter of Credit. If any proceeding shall be brought or threatened against the Bank by reason of or in connection with the events described in clause (a), (b) or (c) above (and except as otherwise provided in clause (i) or (ii) above), the Bank shall promptly notify the City in writing and the City shall assume the defense of the proceeding, including the employment of counsel acceptable to the Bank and the payment of all costs of litigation. Notwithstanding the preceding sentence, the Bank shall have the right to employ its own counsel and to determine its own defense of such action in any such case, but the fees and expenses of such counsel shall be at the expense of the Bank unless (i) the employment of such counsel shall have been authorized in writing by the City or (ii) the City, after the notice of the action, shall not have employed counsel acceptable to the Bank to have charge of such defense, in either of which events the reasonable fees and expenses of such counsel shall be borne by the City. The City shall not be liable for any settlement of any such action effected without its consent. Nothing in this Section 4.4 is intended to limit the obligations of the City contained in Article II of this Agreement. The obligations of the City under this section are payable solely as provided in Section 2.14(b).

Section 4.5. Continuing Obligation; Obligation Absolute.

This Agreement is a continuing obligation and shall (a) be binding upon the City, its successors and assigns, and (b) inure to the benefit of and be enforceable by the Bank and its successors, transferees and assigns; provided that the City or any permitted assignee of the City may not assign all or any part of this Agreement without the prior written consent of the Bank except with respect to an assignment pursuant to Section 4.3(b) of this Agreement. The obligations of the City under this Agreement shall be absolute, unconditional and irrevocable, and shall be satisfied strictly in accordance with the terms of this Agreement, under all circumstances whatsoever, including, without limitation, the following circumstances:

(i) any lack of validity or enforceability of the Letter of Credit, the Bonds, the Indenture, the Remarketing Agreement or any other Document;

(ii) any amendment or waiver of or any consent departure from all or any of the Documents;

(iii) the existence of any claim, setoff, defense or other rights which the City or any other Person may have at any time against the Trustee or any successor trustee, any beneficiary or any transferee of the Letter of Credit (or any persons or entities for whom the Trustee, any such beneficiary or any such transferee may be acting), the Bank (other than the defense of payment to the Bank in accordance with the terms of this Agreement) or any other Person or entity whether in connection with this Agreement, the other Documents or any unrelated transaction;

(iv) any demand, statement or any other document presented under the Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect whatsoever;

(v) payment by the Bank under any Letter of Credit against presentation of a demand, draft or certificate which does not comply with the terms of such Letter of Credit; provided that such payment shall not constitute willful misconduct or gross negligence by the Bank;

(vi) any assignment of this Agreement by the City or any assignee of the City, whether or not the Bank consents to such assignment; and

(vii) any other circumstance or happening or omission whatsoever, whether or not similar to any of the foregoing; provided that such other circumstance or happening shall not have been the result of willful misconduct or gross negligence of the Bank.

Section 4.5. Transfer Of Letter Of Credit; Reduction Of Stated Amount.

(a) The Letter of Credit may be transferred to a successor trustee in accordance with the provisions set forth in the Letter of Credit.

(b) If the aggregate principal amount of Outstanding Bonds shall be reduced by reason of redemption of the Bonds, the Stated Amount of the Letter of Credit shall, without penalty or premium, subject only to the conditions set out in paragraph (c) below, automatically and irrevocably be reduced (without duplication of any reduction by reason of the making of an A Drawing or B Drawing) by an amount equal to the sum of the principal amount of Bonds redeemed plus an amount equivalent to ___ days' interest on the corresponding principal amount of Bonds redeemed at an assumed maximum rate of ___% per annum. Except as provided in paragraph (c) below, such partial reduction of the Stated Amount of the Letter of Credit shall be effective on the date of such redemption.

(c) It shall be a condition to any irrevocable partial reduction of the Stated Amount under any Letter of Credit pursuant to paragraph (b) above, that the Trustee (i) (A) surrender the Letter of Credit to the Bank following the effective date of such partial reduction of the Stated Amount, and (B) accept, in substitution for the outstanding Letter of Credit of the Bank, an alternate irrevocable Letter of Credit in the form of Annex 1 to this Agreement, for a stated amount equal to the amount to which the Stated Amount shall have been so irrevocably reduced but otherwise having terms identical to the theretofore outstanding Letter of Credit, or (ii) that the Bank issue an amendment to such Letter of Credit, acceptable to the Trustee, effecting the reduction of the Stated Amount pursuant to paragraph (b) above which alternate irrevocable Letter of Credit or such Letter of Credit, as amended, shall, for all purposes of this Agreement and the Documents, be deemed to be the Letter of Credit.

(d) The amount available to be drawn under the Letter of Credit shall be reduced by an amount equal to the principal amount of any Bonds not remarketed pursuant to the Indenture and for which there are Purchase Drawing Loans outstanding; provided, however, that the amount available to be drawn under the Letter of Credit shall be reinstated on the same day and to the extent the Bank is reimbursed for any such Loans outstanding.

Section 4.7. Liability Of The Bank.

(a) Without waiving, for purposes of this section, any legal right against parties other than the Bank, the City assumes all risks of the acts or omissions of the Trustee and any transferee of the Letter of Credit with respect to its use of the Letters of Credit. Neither the Bank nor any of its officers, directors, employees or agents shall be liable or responsible for: (i) the use which may be made of the Letter of Credit or by or for any acts or omissions of the Trustee or any transferee in connection with any such use, act or omission; (ii) the validity, sufficiency or genuineness of demands or documents, or of any endorsement(s) on demands or documents, even if such demands or documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged; (iii) payment by the Bank against presentation of demands which do not comply with the terms of the Letter of Credit; or (iv) any other circumstances whatsoever in making or failing to make payment under the Letter of Credit, except only that the City shall have a claim against the Bank, and the Bank shall be liable to the City, to the extent, but only to the extent, of any direct, as opposed to consequential, damages suffered by the City which the City proves were caused by (i) the Bank's wilful misconduct or gross negligence in determining whether demands

presented under the Letter of Credit complied with the terms of such Letter of Credit or (ii) the Bank's wrongful failure to pay under the Letter of Credit after the presentation to it by the Trustee (or a successor trustee under the Indenture to whom such Letter of Credit has been transferred in accordance with its terms) of a demand strictly complying with the terms and conditions of such Letter of Credit.

(b) The Bank may, under the Letter of Credit, receive, accept and pay any demands or other documents and instruments (otherwise in order) signed by or issued to the receiver, trustee in bankruptcy or custodian of anyone named in such Letter of Credit as the person by whom drafts, demands and other documents and instruments are to be made or issued. The Bank may accept demands or documents that appear on their face to be in order, without responsibility for further investigation. Without limiting the generality of this paragraph, the Bank shall be protected in relying upon an instrument of transfer in the form of Exhibit F to the Letter of Credit in connection with the transfer of such Letter of Credit.

(c) The Bank shall not have any liability to the City for the solvency, standing and responsibility of any Person whomsoever and the Bank shall not have any liability to the City, and the City assumes all responsibility for (i) the form, sufficiency, correctness, validity, genuineness, falsification and legal effect of any demands and other documents, instruments and other papers relating to demands, (ii) the general and particular conditions stipulated in demands or documents, (iii) the good faith and acts of the City, (iv) the existence, form, sufficiency and breach of contracts of any nature whatsoever, including the Documents, (v) any delay in giving or failure to give any notice, demand or protest, (vi) failure of any Person (other than the Bank) to comply with the terms of the Letter of Credit, (vii) errors, omissions, delays in or non-delivery of any message, however sent, and (viii) any other error, neglect or omission, except only that the City shall have a claim against the Bank, and the Bank shall be liable to the City, to the extent, but only to the extent, of any direct, as opposed to consequential, damages suffered by the City which the City proves were caused by (1) the Bank's wilful misconduct or gross negligence in determining whether demands presented under the Letter of Credit complied with the terms of such Letter of Credit or (2) the Bank's wrongful failure to pay under the Letter of Credit after the presentation to it by the Trustee (or a successor trustee under the Indenture to whom such Letter of Credit has been transferred) of a demand strictly complying with the terms and conditions of such Letter of Credit.

(d) The Bank shall not have any liability to the City for, and the City hereby waives any right to object to payment made under the Letter of Credit against, a demand under the Letter of Credit varying in punctuation, capitalization, spelling or similar matters of form. The determination whether a demand has been made prior to the expiration of the Letter of Credit and whether a demand is in proper and sufficient form for compliance with the Letter of Credit shall be made by the Bank in its sole discretion. which determination, absent manifest error, shall be conclusive and binding upon the City except as otherwise provided in this Agreement.

Article V.

Defaults And Remedies.

Section 5.1. Events Of Default.

Unless waived by the Bank in the manner provided in Section 5.2 of this Agreement, the following shall constitute an Event of Default:

(a) any representation or warranty made or deemed made by the City in this Agreement or in any certificate, financial or other statement furnished by the City pursuant to this Agreement shall prove to have been untrue or incomplete in any material respect when made or deemed made; or

(b) the City shall fail to pay when due any amount specified in Article II of this Agreement from the applicable source specified in Section 2.14 of this Agreement; or

(c) the breach by the City of any term or provision of Section 4.3 of this Agreement which is not remedied for five Business Days after receipt of written notice from the Bank to the City; or

(d) the breach by the City of any other term or provision of this Agreement which is not remedied for 30 days after receipt of written notice from the Bank to the City; or

(e) the City shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator, (ii) admit in writing its inability to pay its debts generally as they become due, (iii) make a general assignment for the benefit of creditors, or (iv) commence a voluntary case under the Federal bankruptcy laws of the United States of America or file a voluntary petition or answer seeking reorganization, an arrangement with creditors or an order for relief or seeking to take advantage of an insolvency law or file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding; or City Counsel action shall be taken by it for the purpose of effecting any of these proceedings; or

(f) an event of default as defined in the Indenture shall occur and be continuing.

Upon the occurrence of an Event of Default under this Section 5.1, the Bank may, in its sole discretion, but shall not be obligated to, by notice to the City take any one or all of the following actions: (i) declare all amounts due and payable under this Agreement by the City to be immediately due and payable, and they shall then become immediately due and payable without demand, presentment, protest or further notice of any kind, all of which are expressly waived, (ii) require the City to purchase all outstanding Bonds held by the Bank pursuant to this Agreement at a price equal to their principal amount plus interest on them to the date of purchase, (iii) deliver written notice to the Trustee to effect the mandatory purchase of all Bonds then outstanding pursuant to the Indenture and (iv) pursue any other remedy permitted to the Bank under this Agreement, the Indenture, the Remarketing Agreement, or at law or in equity.

Section 5.2. No Waiver; Remedies Cumulative.

No failure by the Bank to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of the right; no single or partial exercise of any right under this Agreement shall preclude any other further exercise of the right or the exercise of any other right. No waiver shall be valid unless in writing signed by the parties to this Agreement. The remedies in this Agreement as provided are cumulative and not exclusive of any remedies provided by law or equity.

Section 5.3. No Right Of Set-Off.

The Bank shall have no right of set-off against any deposits held by it (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by the Bank to or for the credit or the account of the City against any or all of the obligations of the City now or subsequently existing under this Agreement.

Article VI.

Miscellaneous.

Section 6.1. Costs, Expenses And Taxes.

The City agrees to pay on demand all reasonable costs and expenses incurred by the Bank in connection with the preparation, execution and delivery of this Agreement and any other documents which may be delivered in connection with this Agreement, not to exceed \$ _____ in the aggregate, and all reasonable costs and expenses, if any, in connection with the enforcement of this Agreement and such other documents which may be delivered in connection with this Agreement, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for the Bank with respect to the preparation, execution, delivery and enforcement of this Agreement and with respect to advising the Bank as to its rights and responsibilities under this Agreement. In addition, the City shall pay any and all stamp and other taxes and fees payable or determined to be payable in connection with the execution, delivery, filing and recording of this Agreement and such other documents and agrees to save the Bank harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes and fees, provided that the conduct of the Bank in so delaying or omitting to pay does not constitute wilful misconduct or gross negligence.

Section 6.2. Term Of Letter Of Credit; No Termination By City.

(a) The Letter of Credit shall expire on its scheduled Termination Date, unless the City and the Bank shall mutually agree to extend the Letter of Credit as provided in paragraph (b) in this Section 6.2.

(b) Upon the written request of the City within 60 days prior to the _____ anniversary of the Date of Issuance of the Letter of Credit (and within 60 days prior to each subsequent anniversary in respect of succeeding one-year extension periods provided for below), the Bank shall, within 30 days of such request, notify the Trustee and the City whether or not it will extend the scheduled Termination Date of such Letter of Credit for a period of _____ year(s). If the Bank notifies the Trustee and the City that such Letter of Credit shall be so extended, the Bank shall within 30 days of its notification to the Trustee and the City, deliver to the Trustee an amendment to such Letter of Credit, which amendment shall extend the scheduled Termination Date of such Letter of Credit for the applicable number of years.

(c) The City shall have no right to terminate this Agreement except upon receipt by the Bank from an authorized officer of the Trustee of a certificate in the form of Exhibit E to the Letter of Credit pursuant to the 6th paragraph of the Letter of Credit. That termination shall not be effective until delivery to the Bank of the Letter of Credit for cancellation and payment to the Bank of all outstanding and unpaid reimbursements, commissions and other payments to which the Bank is entitled under this Agreement.

Section 6.3. Bank Funds; Reimbursement.

All amounts paid by the Bank in respect of drawings under the Letter of Credit shall be made exclusively from funds of the Bank. In no event shall any such payment be made from or in reliance upon funds of the City. The City's reimbursement obligation under Section 2.1 of this Agreement shall not arise until payment has actually been made by the Bank in respect of a Letter of Credit drawing, and the City shall not deposit funds with the Bank prior to a drawing which is identified or otherwise set aside as funds to be applied in satisfaction of such reimbursement obligation.

Section 6.4. Severability.

Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of the provision in any other jurisdiction.

Section 6.5. Governing Law.

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

Section 6.6. Headings.

Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 6.7. Notice And Addresses For Notices.

All notices and other communications provided for hereunder shall be in writing and, if to the City, mailed or delivered to it, addressed to it _____, Attention: _____, or if to the Bank, mailed or delivered to it, addressed to it at _____, Attention: Letter of Credit Department, or as to each party at such other address as shall be designated by that party in a written notice to the other party. All such notices and other communications, when mailed first-class, postage prepaid, shall be effective three days after the date of deposit in the mails, so addressed. In lieu of notice by mail or delivery, written notice may be given by Telex or telecopy to the City at Telex _____ and if to the Bank, at the numbers given in the Letters of Credit, in any case, notice by Telex or over a telecopier to be effective when transmitted and received.

Section 6.8. Participation.

The City understands that the Bank may enter into a participation agreement with certain other banks providing for participation in the payments made by the Bank under the Letter of Credit and in the Loans. The City consents to those participations. The City further agrees that the City shall have in respect of such participating banks all the concomitant duties and obligations set forth in this Agreement as if such duties and obligations ran directly to such participating bank and as if such other participating bank had signed this Agreement, save that all payments by the City in respect of such duties and obligations shall be made to the Bank.

Section 6.9. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be regarded as the original and all of which shall constitute one and the same Agreement.

The City and the Bank have each executed this Agreement as of _____, 1989.

[Signature forms omitted for printing purposes.]

[Exhibit "F" attached to this Reimbursement Agreement
unavailable at time of printing.]

Annex "I" and Exhibits "A" through "E" attached to this agreement read as follows:

Annex "I" To Reimbursement Agreement.

Irrevocable Letter Of Credit.

Dated: _____, 1989 _____

Credit No. _____

_____ as Trustee
Chicago, Illinois

Attention: _____

Gentlemen:

We, _____ (the "Bank"),
establish in your favor your Irrevocable Letter of Credit No. _____ which shall be
effective immediately and expire on _____ (unless earlier terminated or
extended as provided in this Letter of Credit), wherein you, as Trustee under the Indenture
of Trust (the "Indenture") dated as of _____, 1989, by and between you and the
City of Chicago, Illinois (the "Issuer") pursuant to which \$ _____ in aggregate
principal amount of City of Chicago International Terminal Revenue Bonds, Series 1989A
(the "Bonds") were issued, are hereby irrevocably authorized to draw on this Irrevocable
Letter of Credit, for the account of the Issuer, available against drawing certificates
complying with the terms and conditions set forth in this Letter of Credit, in an aggregate
amount not exceeding \$ _____ (the "Stated Amount"), of which Stated Amount an
amount not exceeding \$ _____ ("Principal Portion") may be drawn upon with respect
to payment of the unpaid principal amount, or portion of purchase price corresponding to
the principal amount, of the Bonds, and an amount (the "Interest Portion") not exceeding
\$ _____ may be drawn upon with respect to payment of up to _____ days' accrued
interest or portion of purchase price corresponding to up to _____ days' accrued interest on

the Bonds on or prior to their stated maturity date (the amount of such drawing with respect to accrued interest to be expressly further limited to an amount computed by you at the actual rate of interest from time to time applicable to the Bonds during the period for which such drawing is to be made).

Funds under this Letter of Credit are available to you against (A) if the drawing is under the Principal Portion, your written certificate purportedly signed by your authorized officer, appropriately completed, in the form of (i) Exhibit A to this Letter of Credit for payment of principal of Bonds due to redemption or due to maturity of Bonds (including maturity by acceleration) and (ii) Exhibit C hereto for payment of the portion of purchase price corresponding to principal of Bonds tendered for purchase; or (B) if the drawing is under the Interest Portion, your written certificate purportedly signed by your authorized officer, appropriately completed, in the form of Exhibit B hereto.

We agree that each drawing certificate presented under and in compliance with the terms of this Letter of Credit will be duly honored by us upon due delivery of the certificate, as specified appropriately completed, if presented as specified on or before the expiration date of this Letter of Credit. With respect to all drawings other than drawings to pay the purchase price of Bonds, if a presentation in respect of payment is made by you under this Letter of Credit at or prior to _____, Chicago time, on a business day, and provided that the documents so presented conform to the terms and conditions of this Letter of Credit, payment shall be made to you, or to your designee, of the amount specified, in immediately available funds, not later than _____, Chicago time, on the succeeding business day. With respect to drawings to pay the purchase price of Bonds, if a presentation in respect of payment is made by you under this Letter of Credit before _____, Chicago time, on a business day, and provided that the documents so presented conform to the terms and conditions of this Letter of Credit, payment shall be made to you, or your designee, of the amount specified, in immediately available funds, not later than _____, Chicago time, on the same business day. If requested by you, payment under this Letter of Credit may be wire transferred to your account in any bank designated by you on the Federal Reserve wire system. As used herein "business day" shall mean a day on which banks in Chicago, Illinois or New York, New York are not required or authorized by law or executive order to remain closed.

Drawings in respect of payments under this Letter of Credit honored by us shall not, in the aggregate, exceed the Stated Amount, as the Stated Amount may have been reduced as provided in this Letter of Credit or reinstated by us. Each drawing honored by the Bank under this Letter of Credit shall pro tanto reduce the Stated Amount, subject to reinstatement as follows:

- (a) On the 10th day following the honoring of a B Drawing, our obligation with respect to the Interest Portion will be reinstated to the full amount, provided, however, that such Portion shall not be reinstated if you shall have received from us a notice by tested Telex or telecopy prior to such 10th day that such Portion will not be so reinstated because an Event of Default under the Reimbursement Agreement shall have occurred and be continuing.

- (b) Following the honoring of a C Drawing, our obligation with respect to the Principal Portion will be reinstated by the amount of such C Drawing if we shall notify you by tested Telex or telecopy that we have been reimbursed for such Drawing. Until your receipt of such notice of reinstatement, no drawing may be made under this Letter of Credit in respect of the payment of principal of or interest on the Bonds purchased with the amount paid by us with respect to such C Drawing, or for the purchase price of such Bonds.

Only you as Trustee may make a drawing under this Letter of Credit. Upon the payment to you or to your designee of the amount specified in a drawing certificate under this Letter of Credit, we shall be fully discharged of our obligation under the Letter of Credit with respect to such drawing certificate and we shall not thereafter be obligated to make any further payments under this Letter of Credit in respect of such drawing certificate to you or any other person who may have made to you or makes to you a demand for payment of principal of, purchase price of, or interest on, any Bond. By paying to you an amount demanded in accordance with this Letter of Credit, we make no representation as to the correctness of the amount demanded.

Upon the earlier of (i) _____ unless extended by us in writing or by telecopy delivered to you or (ii) your receipt of a certificate signed by your authorized officer, appropriately completed, in the form of Exhibit D to this Letter of Credit, and the expiration of any time period stated in such certificate, this Letter of Credit shall automatically terminate and be delivered to us for cancellation.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce, Publication No. 400 (the "Uniform Customs"). This Letter of Credit shall be deemed to be made under the laws of the State of Illinois, including Article 5 of the Uniform Commercial Code, and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the laws of the State of Illinois.

Notwithstanding anything in Article 54(e) of the Uniform Customs to the contrary, this Letter of Credit is transferable in its entirety (but not in part) to a successor Trustee under the Indenture upon presentation to us of this Letter of Credit accompanied by the transfer form attached to this Letter of Credit as Exhibit E, to the transferee specified in such form.

All documents presented to us in connection with any demand for payment under this Letter of Credit, as well as all notices and other communications to us in respect of this Letter of Credit, shall be in writing and addressed and presented to us at our office at _____, and shall make specific reference to this Letter of Credit by number. Such documents, notices and other communication shall be personally delivered to us, or may be sent to us by tested Telex or by telecopy in which case draft requirements are waived, to the following number, as applicable:

Telex No.:

Telecopier No.:

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to in this Letter of Credit (including, without limitation, the Bonds), except only Exhibits A through E; and any such reference shall not be deemed to incorporate by reference any document, instrument or agreement except as set forth above.

[Signature form omitted for printing purposes.]

*Exhibit "A" To Letter Of Credit.**

Certificate For "A Drawing".

The undersigned, a duly authorized officer of _____, as Trustee (the "Trustee"), certifies to _____ (the "Bank") with reference to _____, Irrevocable Letter of Credit No. _____ issued by the Bank in favor of the Trustee (the "Letter of Credit") (any capitalized term used herein and not defined shall have its respective meaning as set forth in the Letter of Credit) that:

(1) The Trustee is the Trustee under the Indenture for the holder(s) of the Bonds due to redemption or at maturity (including acceleration of maturity).

(2) The Trustee demands payment under the Principal Portion of the Letter of Credit of \$ _____ to be used for the payment of principal of the Bonds due to redemption or at maturity (including acceleration of maturity).

(3) The amount of principal of the Bonds which is due and payable is \$ _____ and the amount demanded in paragraph (2) does not exceed such amount of principal.

(4) The amount demanded by this Certificate does not exceed the amount available on the date of this Certificate to be drawn under the Principal Portion of the Letter of Credit.

(5) The amount demanded by this Certificate was computed in accordance with the terms and conditions of the Bonds and the Indenture.

(6) Notice of the drawing made by this Certificate has been given to the City of Chicago.

* For payment of principal of Bonds due to redemption or at maturity (including acceleration of maturity).

In Witness Whereof, the Trustee has executed and delivered this Certificate as of the _____ day of _____.

_____, as Trustee

By: _____
Title

*Exhibit "B" To Letter Of Credit.**

Certificate For "B Drawing".

The undersigned, a duly authorized officer of _____, as Trustee (the "Trustee"), certifies to _____ (the "Bank") with reference to _____, Irrevocable Letter of Credit No. _____ issued by the Bank in favor of the Trustee (the "Letter of Credit") (any capitalized term used in this Certificate and not defined shall have its respective meaning as set forth in the Letter of Credit) that:

(1) The Trustee is the Trustee under the Indenture for the holder(s) of the Bonds.

(2) The Trustee demands payment under the Interest Portion of the Letter of Credit with respect to \$_____ to be used for a payment of interest on the Bonds or to enable the Tender Agent to pay the portion of the purchase price of Bonds tendered for purchase equal to accrued interest on the Bonds.

* For paying of interest or portion of purchase price corresponding to interest on the Bonds.

(3) The amount of interest or portion of purchase price corresponding to interest on the Bonds that is due and payable is \$_____, and the amount demanded by paragraph (2) does not exceed the amount of interest or portion of purchase price corresponding to interest on the Bonds that is due and payable and does not exceed an amount equal to _____ days' accrued interest on the Bonds, computed at the actual rate of interest on the Bonds during the period in respect of which this drawing is being made.

(4) The amount demanded by this Certificate does not exceed the amount available on this date to be drawn under the Interest Portion of the Letter of Credit.

(5) The amount demanded by this Certificate was computed in accordance with the terms and conditions of the Bonds and the Indenture.

(6) Notice of the drawing made by this Certificate has been given to the City of Chicago.

In Witness Whereof, the Trustee has executed and delivered this Certificate as of the _____ day of _____, 19____.

_____, as Trustee

By: _____
Title

*Exhibit "C" To Letter Of Credit.**

Certificate For "C Drawing".

The undersigned, a duly authorized officer of _____, as Trustee (the "Trustee"), certifies to _____ (the "Bank") with reference to _____, Irrevocable Letter of Credit No. _____ issued by the Bank in favor of the Trustee (the "Letter of Credit") (any capitalized term used in this Certificate and not defined shall have its respective meaning as set forth in the Letter of Credit) that:

* For the payment of portion of the purchase price of Bonds tendered for purchase corresponding to principal.

- (1) The Trustee is the Trustee under the Indenture for the holder(s) of the Bonds.
- (2) The Trustee demands payment under the Principal Portion of the Letter of Credit of \$ _____ to enable the Tender Agent to pay the portion of the purchase price of Bonds tendered for purchase equal to the principal amount of such Bonds.
- (3) The Tender Agent does not have sufficient funds pursuant to the Indenture to pay the principal portion of the purchase price of Bonds required to be purchased.
- (4) The amount demanded by this Certificate does not exceed the amount available on this date to be drawn under the Principal Portion of the Letter of Credit.
- (5) The amount demanded by this Certificate was computed in accordance with the terms and conditions of the Bonds and the Indenture.
- (6) Notice of the drawing made by this Certificate has been given to the Authority.

In Witness Whereof, the Trustee has executed and delivered this Certificate as of the _____ day of _____, 19____.

 _____, as Trustee

By: _____
 Title

*Exhibit "D" To Letter Of Credit.**

Termination Certificate.

The undersigned, a duly authorized officer of _____, as Trustee (the "Trustee"), certifies to _____ (the "Bank") with reference to _____, Irrevocable Letter of Credit No. _____ issued by the Bank in favor of the Trustee (the "Letter of Credit") (any capitalized term used in this Certificate and not defined shall have its respective meaning as set forth in the Letter of Credit) that:

* For termination of the Letter of Credit upon payment or provision for payment of all outstanding Bonds or upon the stated expiration date of the Letter of Credit.

(1) The Trustee is the Trustee under the Indenture for the holder(s) of the Bonds.

(2) The Trustee is surrendered with this Certificate the Letter of Credit for cancellation because (insert applicable reason)

no Bonds remain outstanding under the Indenture.

or

the stated expiration date of the Letter of Credit has occurred.

In Witness Whereof, the Trustee has executed and delivered this Certificate as of the _____ day of _____.

_____, as Trustee

By: _____
Title

*Exhibit "E" To Letter Of Credit.**

[Bank]

Chicago, Illinois _____

Attention: Letter of Credit Department

Re: Irrevocable Letter of Credit No. _____

* For transfer of Letter of Credit to successor Trustee.

Gentlemen:

For value received, the undersigned beneficiary irrevocably transfers to

[Name Of Transferee]

[Address]

all rights of the undersigned beneficiary to draw under the above-captioned Letter of Credit (the "Letter of Credit"). The transferee has succeeded the undersigned as Trustee under the Indenture (as defined in the Letter of Credit).

By this transfer, all rights of the undersigned beneficiary in the Letter of Credit are transferred to the transferee and the transferee shall after today have the sole rights as beneficiary of the Letter of Credit; provided, however, that no rights shall be deemed to have been transferred to the transferee until such transfer complies with the requirements of the Letter of Credit pertaining to transfers.

The Letter of Credit is returned with this Certificate and in accordance with it we ask that this transfer be effective and that you transfer the Letter of Credit to our transferee or that, if so requested by the transferee, you issue a new irrevocable Letter of Credit in favor of the transferee with provisions consistent with the Letter of Credit.

[Signature form omitted for printing purposes.]

Remarketing Agreement.

This Remarketing Agreement is made and entered into as of _____, 1989, by and among the City of Chicago (the "City") and Smith Barney, Harris Upham & Co., Incorporated, as Remarketing Agent (the "Remarketing Agent").

Witnesseth:

Whereas, on _____, 1989 the City Council of the City adopted an ordinance authorizing, among other things, the issuance and sale of \$12,000,000 aggregate

principal amount of Chicago-O'Hare International Airport International Terminal Special Revenue Bonds, Series 1989A (the "Series 1989A Bonds"); and

Whereas, the Series 1989A Bonds are being issued by the City concurrently with the execution and delivery of this Remarketing Agreement; and

Whereas, the Series 1989A Bonds are issued and secured under and pursuant to an Indenture of Trust (the "Indenture"), dated as of _____, from the City to the Harris Trust and Savings Bank, as Trustee; and

Whereas, the Series 1989A Bonds are entitled to the benefits of a Letter of Credit issued by _____ (the "Bank") pursuant to a Reimbursement Agreement and Credit Facility (the "Reimbursement Agreement"), dated as of _____, 1989, by and between the City and the Bank; and

Whereas, the Indenture provides under certain circumstances for the tender of Series 1989A Bonds by the owner of the Series 1989A Bonds and the City has authorized the execution and delivery of this Remarketing Agreement to provide for the remarketing of tendered Series 1989A Bonds and related matters.

Now, Therefore, for and in consideration of the covenants herein made, and subject to the conditions herein set forth, the parties hereto agree as follows:

Section 1. Definitions.

Terms used in the Remarketing Agreement unless otherwise defined shall have the same meaning as defined in the Indenture. All specified times stated in this Remarketing Agreement shall mean New York City time.

Section 2. Obligations Of Remarketing Agent.

(A) The Remarketing Agent agrees to provide all notifications required to be given by the Remarketing Agent pursuant to the Indenture with respect to the interest rates on the Series 1989A Bonds and other matters. The Remarketing Agent hereby acknowledges receipt of a copy of the Indenture, accepts the duties and obligations imposed upon it as Remarketing Agent under the Indenture and agrees that it will perform such duties and obligations in accordance with the terms of the Indenture.

(B) The Remarketing Agent will use its best efforts to arrange for the remarketing of tendered Series 1989A Bonds, but in no event at a price less than 100% of the principal amount of such Series 1989A Bonds, plus accrued interest, if any.

(C) The Remarketing Agent's responsibilities under this Remarketing Agreement will be limited to (i) soliciting the purchases of Series 1989A Bonds by investors selected by the Remarketing Agent, (ii) effecting and processing such purchases to the extent set forth in

the Indenture, (iii) performing the duties to be performed by the Remarketing Agent as set forth in this Remarketing Agreement and in the Indenture, and (iv) performing such other related functions as may be requested by the City and agreed to by the Remarketing Agent.

(D) The City has appointed the Remarketing Agent to serve as remarketing agent for the purpose of remarketing any Series 1989A Bonds tendered pursuant to Section 406 or 407 of the Indenture. Except to the extent contemplated in paragraph (E) below, the Remarketing Agent shall be construed as acting exclusively as the agent of the City. The Remarketing Agent shall not act as an underwriter of tendered Series 1989A Bonds (other than to the extent contemplated in paragraph (E) below) and shall not under any circumstances be obligated to purchase any tendered Series 1989A Bonds for its own account.

(E) The Remarketing Agent is hereby further appointed to remarket the Series 1989A Bonds upon the conversion of such Series 1989A Bonds to the Fixed Rate in accordance with the provisions of the Indenture, upon such terms and conditions as may be agreed between the City and the Remarketing Agent; provided, however, that such appointment shall be of no further force and effect if this Remarketing Agreement is terminated for any reason prior to such conversion.

[(F) The Remarketing Agent agrees to provide, or cause to be provided, to the City, at the City's request, a report setting forth the interest rates on the Series 1989A Bonds during such period as requested by the City and the interest rates on a representative group of comparable securities remarketed by the Remarketing Agent during the same period. Such report shall be mailed to the City not later than 15 days after such request.]

Section 3. Conditions To Remarketing Agent's Obligations.

The obligations of the Remarketing Agent under this Remarketing Agreement have been undertaken in reliance on, and shall be subject to, the due performance by the City of its obligations and agreements to be performed under this Remarketing Agreement and to the accuracy of and compliance with the representations, warranties, covenants and agreements of the City contained in this Remarketing Agreement, on and as of the date of delivery of this Remarketing Agreement and on and as of each date on which Series 1989A Bonds are to be remarketed pursuant to this Remarketing Agreement. The obligations of the Remarketing Agent under this Remarketing Agreement with respect to each date on which Series 1989A Bonds are to be remarketed pursuant to this Remarketing Agreement are also subject, in the discretion of the Remarketing Agent, to the further conditions that (i) the Ordinance, the Indenture, the Reimbursement Agreement and the Financing Agreements shall be in full force and effect and shall not have been amended, modified or supplemented in any way which would materially and adversely affect the Series 1989A Bonds, except as may have been agreed to in writing by the Remarketing Agent, that no Events of Default under the Indenture shall have occurred, and that there shall be in full force and effect such additional resolutions, agreements, certificates (including such certificates as may be required by regulations of the Internal Revenue Service in order to establish the exclusion from gross income of interest on the Series 1989A Bonds for federal income tax purposes) and opinions which are reasonably required by bond counsel and

which shall be reasonably satisfactory in form and substance to bond counsel and (ii) at or prior to the closing date for the Series 1989A Bonds, the Remarketing Agent shall have received all closing documents required by, and delivered pursuant to, the Contract of Purchase dated February _____, 1989 relating to the Series 1989A Bonds.

Section 4. Paying Agent.

As a condition of the obligation of the Remarketing Agent to act as Remarketing Agent under this Remarketing Agreement, a Paying Agent located in the City of New York appointed pursuant to the Indenture shall at all times be in place, and the City shall pay or reimburse the Paying Agent in the manner set forth in the Indenture for its reasonable fees, charges and expenses (including counsel fees) rendered or incurred in such capacity pursuant to the Indenture.

Section 5. Remarketing Fees.

The City shall pay the Remarketing Agent the following fees as compensation for services rendered by the Remarketing Agent under this Remarketing Agreement, provided that the fees set forth will be renegotiated in good faith at the request of either the City or the Remarketing Agent in the event circumstances so warrant:

(A) While Series 1989A Bonds bear interest at a Variable Rate, an annual fee of one-eighth (1/8) of one percent of the daily weighted average principal amount of such Series 1989A Bonds Outstanding during any calendar year.

(B) Remarketing fees due to the Remarketing Agent under this Remarketing Agreement shall be paid in quarterly installments in arrears on each January 1, April 1, July 1 and October 1, commencing April 1, 1989. The amount payable with respect to the period from the date of delivery of the Series 1989A Bonds to March 31, 1989, shall be calculated on the basis of actual days elapsed during such period. In the event the Series 1989A Bonds bear interest during any quarter at more than one type of interest rate, fees payable to the Remarketing Agent shall be calculated based upon the number of days during such quarter during which the Series 1989A Bonds bore interest at each respective type of interest rate. The Remarketing Agent shall not be entitled to compensation for any period after this Remarketing Agreement shall be terminated, except for a pro rated portion of the fee in respect of the quarter in which such termination occurs.

(C) The City shall pay such fees to the Remarketing Agent in the manner set forth in the Indenture directly to the Remarketing Agent upon presentation by the Remarketing Agent to the Trustee of quarterly statements of charges.

Section 6. Tender And Remarketing Of Series 1989A Bonds.

(A) Upon receipt of notice that an owner of Series 1989A Bonds has elected to tender Series 1989A Bonds pursuant to Section 406 of the Indenture, or that the Series 1989A are subject to mandatory tender pursuant to Section 407 of the Indenture, the Remarketing Agent shall commence its remarketing activities under this Remarketing Agreement.

(B) By no later than 4:00 P.M. on the last Business Day (as defined in the Indenture) prior to the date on which the Series 1989A Bonds are subject to optional or mandatory purchase pursuant to the Indenture, the Remarketing Agent shall give notice to the Tender Agent specifying (i) the aggregate principal amount of Series 1989A Bonds which have been remarketed, (ii) the names, addresses, taxpayer identification numbers and denominations respecting which the remarketed Series 1989A Bonds are to be issued and registered and (iii) such other details as the Tender Agent may reasonably require to permit the authentication and delivery of remarketed Series 1989A Bonds.

(C) To the extent Series 1989A Bonds are not remarketed by the Remarketing Agent prior to the time tendered Series 1989A Bonds are purchased through a draw on the L.O.C. or any Substitute Credit Facility, or other letter of credit in accordance with the provisions of the Indenture, as the case may be, the Tender Agent shall register such Series 1989A Bonds in the name of the Bank.

Section 7. Remarketing Of Banks Series 1989A Bonds.

In the event any Series 1989A Bonds shall be registered in the name of the Bank, the Remarketing Agent shall use its best efforts to offer for sale and to sell such Series 1989A Bonds at a price not less than the principal amount of such Bank Series 1989A Bonds, plus accrued interest, if any, to the date of remarketing.

Section 8. Delivery Of Series 1989A Bonds.

The Tender Agent's determination that all conditions necessary for the transfer of any Bond delivered to the Tender Agent upon tender by a Bondholder have been complied with shall be a condition precedent to any transfer of such Bond pursuant to this Remarketing Agreement. The Remarketing Agent will not be liable on account of the failure of any person to whom the Remarketing Agent has sold a Bond to pay for such Bond on the settlement date.

Section 9. Dealing In Series 1989A Bonds By Remarketing Agent.

The Remarketing Agent, in its individual capacity, either as principal or agent, may in good faith buy, sell, own, hold and deal in any of the Series 1989A Bonds, and may join in any action which any Bondholder may be entitled to take with like effect as if it did not act in any capacity hereunder. The Remarketing Agent, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City and may act as depository, trustee, or agent for any committee or body of Bondholders or other obligations of the City as freely as if it did not act in any capacity under this Remarketing Agreement.

Section 10. Term And Termination Of Remarketing Agreement.

(a) This Remarketing Agreement shall become effective upon its execution by the Remarketing Agent and the City and shall continue in full force and effect to and including the establishment of a Fixed Interest Rate, subject to the right of the Remarketing Agent or the City to cancel this Remarketing Agreement at any time upon the giving of not less than 14 days' prior written notice. Upon removal of the Remarketing Agent, a successor remarketing agent shall be appointed in accordance with the provisions of the Indenture. Upon resignation of the Remarketing Agent, a successor remarketing agent shall be appointed in the same manner as provided in the Indenture for the appointment of a successor remarketing agent upon the removal of the Remarketing Agent.

(b) In addition to the provisions of subsection (a) of this Section 10, the Remarketing Agent may terminate its obligations under this Remarketing Agreement at any time by notifying the City in writing or by telegram, telex or other electronic communication of its election so to do, if:

(i) Legislation shall be favorably reported by a committee of the House of Representatives or the Senate of the Congress of the United States or be introduced by committee, by amendment or otherwise, in, or be enacted by, the House of Representatives or the Senate, or be recommended by the President of the United States or by committee of the House of Representatives or the Senate to the Congress of the United States for passage by the Congress of the United States, or a decision by a court established under Article III of the Constitution of the United States or the United States Tax Court shall be rendered or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, having the purpose or effect of imposing federal income taxation, or any other event shall have occurred which results in the imposition of federal income taxation, upon revenues or other income of the general character to be derived by the City (or by any similar bodies) or upon interest received on the Series 1989A Bonds; or

(ii) Legislation shall be favorably reported by a committee of the House of Representatives or the Senate of the Congress of the United States or be introduced by committee, by amendment or otherwise, in, or be enacted by, the House of Representatives or the Senate, or be recommended by the President of the United States or by committee of the House of Representatives or the Senate to the Congress of the

United States for passage by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the United States Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made or proposed, to the effect that the offering or sale of obligations of the general character of the Series 1989A Bonds or the issuance of the Letter of Credit, as contemplated by the Indenture, or any substitute Credit Facility is or would be in violation of any provision of the Securities Act of 1933, as amended (the "Securities Act") and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or that the Indenture shall be required to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect, or with the purpose or effect of otherwise prohibiting the offering or sale of obligations of the general character of the Series 1989A Bonds, as contemplated hereby, without registration under the Securities Act or qualification of the Indenture under the Trust Indenture Act of 1939, as amended; or

(iii) Any information shall have become known, which, in the Remarketing Agent's reasonable opinion, makes untrue, incorrect or misleading in any material respect any statement or information contained in the Offering Circular, as then supplemented or amended, or causes the Offering Circular, as so supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading; or

(iv) Except as provided in clauses (i) and (ii) of this Section 10, any legislation, resolution, ordinance, rule or regulation shall be introduced in, or be enacted by any federal governmental body, department or agency of the United States, Japan, State of New York or the State of Illinois, or a decision by any court of competent jurisdiction within the United States, Japan, the State of New York, or the State of Illinois shall be rendered which, in the Remarketing Agent's reasonable opinion, materially adversely affects the marketability of the Series 1989A Bonds; or

(v) Additional material restrictions not in force as of the date of this Remarketing Agreement shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or

(vi) Any governmental authority shall impose, as to the Series 1989A Bonds, or obligations of the general character of the Series 1989A Bonds, any material restrictions not now in force, or increase materially those now in force; or

(vii) A general banking moratorium shall have been established by federal, Japanese, New York, or Illinois authorities; or

(viii) The rating of the Series 1989A Bonds shall have been down-graded to a rating below Aaa/VMIG-1 by Moody's Investors Service or any equivalent highest rating if the Series 1989A Bonds are then rated by Moody's Investors Service or down-graded to a rating below AAA/A-1+ by Standard & Poor's Corporation or any equivalent highest short-term rating if the Series 1989A Bonds are then rated by Standard & Poor's Corporation or withdrawn by either of such national rating services if the Series 1989A Bonds are then rated by either of such national rating services, which, in the

Remarketing Agent's reasonable opinion, materially adversely affects the marketability of the Series 1989A Bonds; or

(ix) A war involving the United States shall have been declared, or any existing conflict involving the armed forces of the United States shall have escalated, or any other national emergency relating to the effective operations of government or the financial community shall have occurred, which, in the Remarketing Agent's reasonable opinion, materially adversely affects the marketability of the Series 1989A Bonds; or

(x) Any event, including without limitation, the bankruptcy or default of any issuer of, or obligor on, tax-exempt securities shall have occurred which in the Remarketing Agent's reasonable opinion makes the marketing of securities of the general character of the Series 1989A Bonds impossible over an extended period of time.

Section 11. No Reissuance.

It is the express intention of the parties that no purchase, sale or transfer of any Series 1989A Bonds, as provided in this Remarketing Agreement, shall constitute or be construed to be the extinguishment of any Series 1989A Bonds or the indebtedness represented by the Series 1989A Bonds or the reissuance of any Series 1989A Bonds or the refunding of any indebtedness represented by the Series 1989A Bonds.

Section 12. Representations, Warranties, Covenants And Agreements Of The City.

The representations and warranties of the City made to Smith Barney, Harris Upham & Co., Incorporated, as Underwriter for the Series 1989A Bonds, in Section 5 of the Contract of Purchase dated February ____, 1989, by and between the City and Smith Barney, Harris Upham & Co., Incorporated, are incorporated by reference in this Remarketing Agreement.

Section 13. Information To Be Provided By City To Remarketing Agent.

(A) If at any time the City becomes aware of any fact or circumstance which materially and adversely affects the financial condition of the Bank or the security for the Series 1989A Bonds, the City shall promptly notify the Remarketing Agent of such fact or circumstance.

(B) If at any time during the term of this Remarketing Agreement any event known to the City relating to or affecting the City, the Airport, the Bank or the Series 1989A Bonds or any agreement related to the Series 1989A Bonds shall occur which, in the opinion of the City, would affect in a material way the accuracy or completeness of any statement of a material fact contained in the Offering Circular of the City, date _____, 1989, relating to the Series 1989A Bonds (the "Offering Circular") or any other materials

or information furnished by the City to the Remarketing Agent in connection with the sale of any Bond, the City shall promptly notify the Remarketing Agent in writing and the City shall promptly undertake the preparation of an amendment of or supplement to the Offering Circular. The cost of the preparation of such amendment or supplement shall be paid by the City from the International Terminal Special Revenues. Pending the preparation of such amendment or supplement, the City may direct the Remarketing Agent not to distribute the Offering Circular, as amended and supplemented, to the potential purchasers of Series 1989A Bonds, and in the event of such direction, the Remarketing Agent shall be released from its obligation to Remarket Series 1989A Bonds pursuant to Section 2(B) hereof. The City shall cause to be delivered to the Remarketing Agent the number of copies of the Offering Circular and all amendments or supplements to it, as the case may be, as in the Remarketing Agent's reasonable judgment is necessary to comply with all rules and regulations of the United States Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

(C) The Remarketing Agent is authorized to distribute to interested persons from time to time, in the name and on behalf of the City, copies of the Offering Circular, together with any amendments or supplements to it, and is further authorized to name the City as the source of any other information furnished to the Remarketing Agent pursuant to paragraph (A) above in any research materials or reports prepared by the Remarketing Agent.

Section 14. Remarketing Agent May Provide Information.

Except as expressly provided in Section 13 hereof, nothing contained in this Remarketing Agreement shall prevent, limit or restrict the Remarketing Agent from distributing in its own name and behalf, and not in the name of or as an agent of the City (and for the accuracy or completeness of which the City assumes no responsibility except to the extent of information furnished to the Remarketing Agent pursuant to Section 12 of this Remarketing Agreement), whatever information relating to the Series 1989A Bonds, the City, the Bank or the Airport which the Remarketing Agent determines to be necessary or appropriate, and by the execution of this Remarketing Agreement the City releases the Remarketing Agent from any responsibility to the City, fiduciary or otherwise, relating to the nature or timing of the release to any person of such information with respect to the Series 1989A Bonds, the City, the Bank or the Airport. The Remarketing Agent agrees to furnish to the City copies of any research reports prepared by the Remarketing Agent relating to the Series 1989A Bonds or the Airport.

Section 15. Governing Law.

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

Section 16. Notices.

Unless otherwise provided herein, all notices, certificates, requests or other communications hereunder shall be sufficiently given and shall be deemed delivered or given when delivered by hand or sent by telegram or tested telex or mailed by registered mail, postage prepaid, addressed as follows:

If To The City:

City of Chicago
Comptroller's Office
City Hall, Room 501
121 North LaSalle Street
Chicago, Illinois 60602
Attention: City Comptroller

If To The Remarketing Agent:

Smith Barney, Harris Upham & Co.,
Incorporated
1345 Avenue of the Americas
New York, New York 10105
Attention: Manager, Short Term
Finance Group

Each of the parties may, by written notice given to the others designate any further or different addresses to which subsequent notices, certificates, requests, or other communications shall be sent. In addition, the parties hereto may agree to any other means by which subsequent notices, certificates, requests or other communications may be sent.

Section 17. Term Of Remarketing Agreement.

This Remarketing Agreement shall become effective upon its execution and delivery by the parties to it. This Remarketing Agreement shall terminate on the earliest of (i) the effective date of the removal of the Remarketing Agent pursuant to Section 10 of this Remarketing Agreement; (ii) the effective date of the resignation of the Remarketing Agent pursuant to Section 10 of this Remarketing Agreement; (iii) the date on which the interest rate on the Series 1989A Bonds has been converted to a Fixed Rate pursuant to Section 205 of the Indenture or (iv) the date of final payment of the Series 1989A Bonds.

Section 18. Amendments.

The terms of this Remarketing Agreement as set forth shall not be waived, altered, modified, amended or supplemented in any manner whatsoever except by written instrument signed by the parties to it.

Section 19. Parties In Interest; Assignment.

This Remarketing Agreement shall be binding upon, and inure to the benefit of, the City and the Remarketing Agent and their respective successors and assigns and will not confer rights upon any other person. This Remarketing Agreement shall not be assignable by either party to it without the prior written consent of the other.

Section 20. Severability.

The provisions of this Remarketing Agreement are severable and the invalidity of any provision shall not affect the validity of the remaining provisions.

Section 21. Counterparts.

This Remarketing Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same instrument.

In Witness Whereof, the parties have caused this Remarketing Agreement to be duly executed as of the day and year first above written.

[Signature forms omitted for printing purposes.]

Contract Of Purchase

\$12,000,000

City Of Chicago

Chicago-O'Hare International Airport

International Terminal Special Revenue Bonds,

Series 1989A.

February _____, 1989

City of Chicago
City Hall
121 North LaSalle Street
Chicago, Illinois 60602

Smith Barney, Harris Upham & Co., Incorporated, for the Underwriters listed on the signatory page to this Contract of Purchase (the "Underwriters"), offers to enter into the following agreement with you, the City of Chicago, Illinois (the "City"), which upon your acceptance of this offer, will be binding upon you and upon the Underwriters. This offer is made subject to your acceptance of this Contract on or before 5:00 P.M., Chicago time, on February _____, 1989.

1. Upon the terms and conditions and upon the basis of the representations, warranties and covenants set forth in this Contract, the Underwriters agree to purchase from you, and you agree to sell to the Underwriters, all (but not less than all) of the \$12,000,000 aggregate principal amount of Chicago-O'Hare International Airport International Terminal Special Revenue Bonds, Series 1989A (the "Series 1989A Bonds") maturing on January 1, 1998, initially bearing interest at a variable rate and having the further terms as set forth in the Offering Circular of the City, substantially in the form attached to and made a part of this Contract as Exhibit A (that Offering Circular, or if it has been amended with our approval between today and the date upon which the Series 1989A Bonds are delivered to the Underwriters, that Offering Circular as so amended, is referred to in this Contract as the "Offering Circular"), at the purchase price of \$_____. Terms used in this Contract which are defined in the Offering Circular shall have the same meanings in this Contract as in the Offering Circular.

2. At the time of your acceptance of this Contract, or at such later time as shall be agreeable to the Underwriters, you shall deliver to the Underwriters six executed copies of the Offering Circular. The City authorizes the Underwriters to use the Ordinance, the Indenture, the Financing Agreements and the Reimbursement Agreement (as such terms are defined in the Offering Circular) and the Offering Circular in connection with the offering and the sale of the Series 1989A Bonds. Within two days of the City's acceptance of this Contract, it shall cause to be delivered to the Underwriters the number of copies of the Offering Circular as in the Underwriters' reasonable judgment is necessary to comply with all rules and regulations of the United States Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

3. The Series 1989A Bonds are authorized to be issued pursuant to an Ordinance entitled: "An Ordinance Authorizing And Providing For The Issuance Of Not Exceeding \$22,000,000 Aggregate Principal Amount Of Chicago-O'Hare International Airport International Terminal Special Revenue Bonds, With An Initial Issuance Of Series 1989A" (the "Ordinance"), adopted by the City Council of the City on February 1, 1989 and will be as described in, and will be issued and secured under and pursuant to, an Indenture of Trust, dated as of February 1, 1989 from the City to Harris Trust and Savings Bank, as

trustee (the "Trustee"). The owners of the Series 1989A Bonds will also be entitled to the benefits of a Letter of Credit (the "Letter of Credit") to be issued by _____, acting through its Chicago Branch (the "Bank") pursuant to a Reimbursement Agreement (the "Reimbursement Agreement") each dated as of February 1, 1989 by and between the City and the Bank. In connection with the possible remarketing of Series 1989A Bonds tendered pursuant to the provisions of the Indenture the City will enter into a Remarketing Agreement (the "Remarketing Agreement") dated as of February 1, 1989 with Smith Barney, Harris Upham & Co., Incorporated, as Remarketing Agent.

4. Delivered to the City with this Contract is a check of the Underwriters payable to the order of the City of Chicago in federal funds in an amount equal to 1% of the principal amount of the Series 1989A Bonds. In the event the City does not accept this offer, the check shall be promptly returned to the Underwriters. Upon your acceptance of this offer, such check shall be retained by the City uncashed and held as security for the performance by the Underwriters of their obligation to accept and pay for the Series 1989A Bonds at the Closing. In the event of the Underwriters' compliance with such obligation, the check shall be returned to the Underwriters at Closing uncashed. In the event of the City's failure to deliver the Series 1989A Bonds at the Closing, or if the City shall be unable to satisfy the conditions to the obligations of the Underwriters contained in this Contract, or if the obligation of the Underwriters shall be terminated for any reason permitted by this Contract, the check shall be immediately returned uncashed to the Underwriters. In the event that the Underwriters fail (other than for a reason permitted under this Contract) to accept delivery of and pay for the Series 1989A Bonds at the Closing, the City may cash the check and retain the proceeds of the check as and for full liquidated damages for such failure and for any defaults on the part of the Underwriters, and such proceeds shall constitute a full release and discharge of all claims and damages for such failure and for any and all such defaults.

5. You represent and warrant to the Underwriters as of today (and it shall be a condition of the obligation of the Underwriters to purchase and accept delivery of the Series 1989A Bonds at the Closing that you shall so represent and warrant as of the Closing) that:

(a) The City is a municipal corporation and home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois.

(b) In connection with the issuance of the Series 1989A Bonds, the City has complied in all respects with the Constitution and laws of the State of Illinois.

(c) The City Council has (i) duly adopted the Ordinance and authorized, ratified and approved the execution and the delivery of the Series 1989A Bonds, the Financing Agreements, the Indenture, the Reimbursement Agreement, the Remarketing Agreement and this Contract, (ii) duly authorized and approved the Offering Circular in connection with the sale of the Series 1989A Bonds, and (iii) duly authorized and approved the performance by the City of its obligations contained in the Ordinance, the Financing Agreements, the Indenture, the Reimbursement Agreement, the Remarketing Agreement and this Contract.

(d) The City has full legal right, power and authority (i) to enter into this Contract, (ii) to issue, sell and deliver the Series 1989A Bonds to the Underwriters pursuant to the Ordinance as provided in this Contract, and (iii) to carry out and consummate the transactions contemplated by this Contract, the Ordinance, the Indenture, the Reimbursement Agreement, the Remarketing Agreement, the Financing Agreements and the Offering Circular. The City is not in breach of or default under the Ordinance, any applicable law or administrative regulation of the State of Illinois or the United States of America, or any applicable judgment or decree, or any loan agreement, note, resolution, or other agreement or instrument to which the City is a party or is otherwise subject, which breach or default would in any way materially adversely affect the operation of the Airport or the authorization or issuance of the Series 1989A Bonds, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such a breach or default. The adoption of the Ordinance and compliance with the provisions of the Ordinance and the execution and delivery by the City of the Indenture, Reimbursement Agreement, the Remarketing Agreement, the Financing Agreements and this Contract does not violate any applicable law or administrative regulation of the State of Illinois or of any department, division, agency or instrumentality of the State of Illinois or of the United States, or any applicable judgment or decree to which the City is subject or in conflict with or constitute a breach of or default under any loan agreement, note, resolution, indenture, agreement or other instrument to which the City is a party or is otherwise subject. The City has not received any judicial or administrative notice which in any way questions the federal tax exempt status of interest on the Series 1989A Bonds and has not been notified of any listing or proposed listing of it by the Internal Revenue Service as a bond issuer upon whose arbitrage certifications may not be relied.

(e) Except as stated in the Offering Circular for the Series 1989A Bonds or as otherwise disclosed to the Underwriters, the City is not, to the best of its knowledge, in default with respect to any bond, note or other evidence of indebtedness, whether of a general obligation, revenue or other nature.

(f) All approvals, consents and orders of any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to the performance by the City of its obligations under this contract and under the Ordinance, the Series 1989A Bonds, the Indenture, the Reimbursement Agreement, the Remarketing Agreement and the Financing Agreements and which can reasonably be obtained at this time have been obtained. To the best knowledge of the City, there is no public vote or referendum pending or proposed, the results of which could in any way adversely affect the transactions contemplated by this Contract or the validity or enforceability of the Series 1989A Bonds.

(g) The Series 1989A Bonds, when issued and delivered in accordance with the Indenture, will be validly issued and outstanding obligations of the City entitled to the benefits of the Indenture.

(h) The Offering Circular does not contain any untrue statement of a material fact or omit to state a material fact necessary to be stated in it for the purposes for which it is to be used or to make the statements in it, in the light of the circumstances under which they were made, not misleading in any material respect; provided, however, that no

representation or warranty is made with respect to the material contained in the Offering Circular under the heading "The Letter Of Credit Bank."

(i) No litigation or administrative proceeding is pending or, to the knowledge of the City, threatened in any court or before any administrative agency in any way affecting the existence of the City, or seeking to restrain or enjoin the issuance, sale and delivery of the Series 1989A Bonds, or the right, power and authority of the City to collect International Terminal Special Revenues (as defined in the Indenture) generally or other moneys pledged or to be pledged to pay the principal of and interest on the Series 1989A Bonds, or the validity and binding effect of the Ordinance, the Indenture, the Reimbursement Agreement, the Remarketing Agreement, this Contract or any of the Financing Agreements, or contesting in any way the completeness or accuracy of the Offering Circular, or contesting the power of the City or its authority with respect to the Series 1989A Bonds, the Ordinance, this Contract or any of the Financing Agreements, or contesting in any way the exemption from federal income taxation of interest on the Series 1989A Bonds.

(j) Between the date of this Contract and the Closing, the City will not, without the prior written consent of the Underwriters, issue or enter into any contract to issue any bonds, notes or other obligations for borrowed money payable from International Terminal Special Revenues.

6. In connection with the purchase and sale of the Series 1989A Bonds pursuant to this Contract, you covenant that:

(a) The City will make available such information, execute such instruments and take such other action in cooperation with the Underwriters as the Underwriters may reasonably request to qualify the Series 1989A Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may designate; provided, however, that nothing in this clause (a) shall require the City to make a general consent to service of process in any state or jurisdiction other than the State of Illinois.

(b) The City will not amend or supplement the Offering Circular without the consent of the Underwriters. If between the date of this Contract and the date of the Closing an event occurs affecting the City of which the City has knowledge and which would cause the Offering Circular to contain any untrue statement of material fact or to omit to state a material fact necessary to be stated in the Offering Circular for the purposes for which it is to be used or to make the statements in the Offering Circular, in the light of the circumstances under which they are made, not misleading in any material respect, the City will notify the Underwriters, and if in the opinion of the City or the Underwriters such event requires an amendment or supplement to the Offering Circular, at your expense you will amend or supplement the Offering Circular in a form and in a manner jointly approved by the City and the Underwriters.

(c) If any event shall occur within ninety days following the date of the Closing which might or would cause the Offering Circular to contain any material misstatement of fact or

to omit to state a material fact required to be stated in it or necessary to make the statements in it, in light of the circumstances under which they were made, not misleading, the City shall notify the Underwriters and, at the City's expense, cooperate with the Underwriters in the preparation and publication, at the City's expense, of any supplement or amendment to the Offering Circular which in the Underwriters' opinion may be required.

(d) The City will apply the proceeds of the Series 1989A Bonds in accordance with the Indenture.

7. Not later than 10:00 A.M., Chicago time, on March ____, 1989, or at such other time or on such other date as shall have been mutually agreed, the City will deliver to the Underwriters the Series 1989A Bonds in definitive form, duly executed and authenticated, together with the other documents mentioned below, and the Underwriters will accept such delivery and pay the purchase price of the Series 1989A Bonds in federal or other immediately available funds by wire or check payable to the order of the City of Chicago (the "Closing"). Delivery of the Series 1989A Bonds shall be made to the Underwriters and the Closing shall take place at the offices of Schiff Hardin & Waite in Chicago, Illinois, or at such other place as shall have been mutually agreed. The Series 1989A Bonds will be made available for checking and packaging in New York, New York, not later than one business day prior to the Closing.

8. The Underwriters have entered into this Contract in reliance upon the representations and warranties of the City contained in this Contract and to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the City of its obligations under this Contract at or prior to the date of the Closing. Accordingly, the Underwriters' obligation under this Contract to purchase, to accept delivery of and to pay for the Series 1989A Bonds is subject to the performance by the City of its obligations to be performed under this Contract and under those documents and instruments at or prior to the Closing, and are also subject to the following conditions:

(a) The representations and warranties of the City contained in this contract will be true, complete and correct on the date of this Contract, and at and as of the Closing with the same effect as if made at the Closing.

(b) At the time of the Closing, (i) the Ordinance, the Indenture, the Reimbursement Agreement, the Remarketing Agreement and the Financing Agreements will be in full force and effect, and will not have been amended, modified or supplemented since the date of this Contract, and the Offering Circular will not have been amended, modified or supplemented, except as may have been agreed to by the Underwriters, (ii) all necessary action of the City relating to the issuance of the Series 1989A Bonds will have been taken and will be in full force and effect and will not have been amended, modified or supplemented, except with the consent of the Underwriters, and (iii) the Bank shall have issued the Letter of Credit.

(c) The Underwriters have the right to terminate its obligation under this contract to purchase, to accept delivery of and to pay for the Series 1989A Bonds by notifying the City of its election to do so if, after the execution of this Contract and prior to the Closing:

(i) a committee of the House of Representatives or the Senate of the Congress of the United States shall have pending before it legislation, which, if enacted in its form as introduced or as amended, would have the purpose or effect of imposing federal income taxation upon revenues or other income of the general character to be derived by the City or by any similar body or upon interest received on obligations of the general character of the Series 1989A Bonds, or the Series 1989A Bonds, which, in the Underwriters' opinion, materially adversely affects the market price of the Series 1989A Bonds;

(ii) a tentative decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or legislation shall be favorably reported by such a committee or be introduced, by amendment or otherwise, in, or be passed by the House of Representatives or the Senate, or recommended to the Congress of the United States for passage by the President of the United States, or be enacted by the Congress of the United States, or a decision by a court established under Article III of the Constitution of the United States, or the Tax Court of the United States, shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States or the Internal Revenue Service shall be made or proposed having the purpose or effect of imposing federal income taxation, or any other event shall have occurred which would result in the imposition of federal income taxation, upon revenues or other income of the general character to be derived by the City or by any similar body or upon interest received on obligations of the general character of the Series 1989A Bonds, or the Series 1989A Bonds, which in the Underwriters' opinion, would materially adversely affect the market price of the Series 1989A Bonds;

(iii) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency of the State of Illinois, or a decision by any court of competent jurisdiction within the State of Illinois be rendered which, in the Underwriters' opinion, materially adversely affects the market price of the Series 1989A Bonds;

(iv) a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Series 1989A Bonds, or the issuance, offering or sale of the Series 1989A Bonds, including all underlying obligations, or the issuance of the Letter of Credit, as contemplated by this Contract or by the Offering Circular, is in violation or would be in violation of any provision of the federal securities laws, the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended;

(v) legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Series 1989A Bonds, or the Series 1989A Bonds

including all the underlying obligations, or the Letter of Credit are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, or that the Indenture is not exempt from qualification under the Trust Indenture Act of 1939, as amended;

(vi) additional material restrictions not in force as of the date of this Contract shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange;

(vii) a general banking moratorium shall have been established by Federal, Japanese, Illinois or New York authorities;

(viii) a war involving the United States shall have been declared, or any conflict involving the armed forces of the United States shall have escalated, or any other national emergency relating to the effective operation of government or the financial community shall have occurred, which, in the Underwriters' opinion, materially adversely affects the market price of the Series 1989A Bonds;

(ix) an event occurs which requires an amendment or supplement to the Offering Circular as contemplated in Section 6(b) of this Contract, which event, in the Underwriters' opinion, materially adversely affects the market price of the Series 1989A Bonds;

(x) an order, ruling, regulation, official statement or decision by the Comptroller of the Currency or any other governmental agency or court having jurisdiction shall have been issued or made that calls into question the legality, validity or enforceability of the Letter of Credit.

(d) At or prior to the Closing, the Underwriters will have received each of the following documents:

(i) Six copies of the Offering Circular of the City, executed by the Comptroller of the City.

(ii) Copies, duly certified by the City Clerk of the City, of the Ordinance as adopted by the City Council of the City.

(iii) The approving opinions dated the Date of the Closing and addressed to the City, of Co-Bond Counsel to the City, in substantially the form attached to the Offering Circular, and letters from such counsel dated the date of the Closing and addressed to the Underwriters to the effect that such opinions addressed to the City may be relied upon by the Underwriters to the same extent as if such opinions were addressed to it.

(iv) The opinions of counsel to the International Terminal Airline Parties (as defined in the Financing Agreements) dated the date of Closing and addressed to the City as required by the Financing Agreements.

(v) An opinion, or opinions, dated the date of the Closing and addressed to the Underwriters of Co-Bond Counsel to the City, to the effect that:

(A) this Contract, the Remarketing Agreement, the Indenture, the Reimbursement Agreement and the Financing Agreements have each been duly authorized, executed and delivered by, and the Ordinance has been duly adopted by, and (assuming due authorization, execution and delivery by the other parties to those documents) each constitutes valid and legal obligations of the City enforceable in accordance with its terms (but such opinion as to enforceability may be qualified with respect to bankruptcy, insolvency and other laws affecting creditors' rights or remedies and by general principles of equity);

(B) the Series 1989A Bonds are not required to be registered under the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended, which opinion may be rendered in reliance upon the opinion of counsel to the Letter of Credit Bank as to the exemption from registration of the Letter of Credit securing the Series 1989A Bonds;

(C) Revenues may be used to make payments of arbitrage rebates to the United States as required by the Internal Revenue Code of 1986, and regulations under it;

(D) the statements contained in the Offering Circular under the captions "The Series 1989A Bonds", "Security For The Series 1989A Bonds", and "Tax Exemption" are fair and accurate statements or summaries of the matters set forth under those captions; and

(E) based on the examinations which they have made as Bond Counsel and their participation at conferences at which the Offering Circular was discussed, such counsel have no reason to believe that the Offering Circular contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements in it, in light of the circumstances under which they were made, not misleading (except for financial, technical and statistical information and data included in the Offering Circular and the statements and information set forth in the Offering Circular or in the section of the Offering Circular entitled "The Letter Of Credit Bank", as to which no view need be expressed).

(vi) An opinion given in an official capacity and not personally and to which no personal liability will derive from its delivery, dated the date of the Closing and addressed to the Underwriters of the Corporation Counsel of the City to the effect that:

(A) the City is a home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois with full power and authority, among other things, to adopt and perform its duties and obligations under the Ordinance, to execute and deliver the Indenture, the Financing Agreements, the Reimbursement Agreement, and the Remarketing Agreement, to authorize, issue and

sell the Series 1989A Bonds and to operate and maintain and collect and enforce the collection of Revenues;

(B) this Contract, the Indenture, the Reimbursement Agreement, the Remarketing Agreement and the Financing Agreements have been duly authorized, executed and delivered by, and the Ordinance has been duly adopted by, the City, and (assuming due authorization, execution and delivery by the other parties to those documents) each constitutes valid and legal obligations of the City enforceable in accordance with their terms (but such opinion as to enforceability may be qualified with respect to bankruptcy, insolvency and other laws affecting creditors' rights or remedies generally);

(C) to his knowledge compliance with the provisions of the Ordinance, the Indenture, the Financing Agreements, the Reimbursement Agreement and the Remarketing Agreement does not conflict with, or constitute a breach of or default under, any applicable law, administrative regulation, court order or consent decree of the State of Illinois or any department, division, agency or instrumentality of the State of Illinois or of the United States or any loan agreement, note, resolution, indenture, agreement, or other instrument to which the City is a party or may otherwise be subject;

(D) all approvals, consents and orders of any governmental board, agency or commission having jurisdiction which would constitute conditions precedent to the performance by the City of its obligations under this Contract, the Ordinance, the Series 1989A Bonds, the Indenture, the Reimbursement Agreement, the Remarketing Agreement and the Financing Agreements and which can reasonably be obtained by the time of the Closing have been obtained;

(E) there is no litigation or proceeding, pending or, to his knowledge after due inquiry, threatened, in any way affecting the existence of the City, or the titles of its officers to their respective offices, or seeking to restrain or to enjoin the issuance, sale or delivery of the Series 1989A Bonds, or the right, power and authority of the City to collect International Terminal Special Revenues generally or other moneys pledged or to be pledged to pay the principal of and interest on the Series 1989A Bonds, or the pledge of the International Terminal Special Revenues or such other moneys, or in any way contesting or affecting the validity or enforceability of the Series 1989A Bonds, the Ordinance, this Contract, the Indenture, the Reimbursement Agreement and the Remarketing Agreement or any of the Financing Agreements, or contesting in any way the completeness or accuracy of the Offering Circular, or contesting the powers of the City or its authority with respect to the Series 1989A Bonds, the Ordinance, the Indenture, the Reimbursement Agreement and the Remarketing Agreement, this Contract or any of the Financing Agreements; and

(F) based on the examination made by such counsel and the participation of his representatives at conferences at which the Offering Circular was discussed, such counsel has no reason to believe that the Offering Circular contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements in it, in light of the circumstances under which they were made, not misleading (except for financial, technical and statistical information and data included in the Offering Circular, the statements and information included in the section of the

Offering Circular entitled "The Letter Of Credit Bank", as to which no view need be expressed).

(vii) An opinion of Special Counsel to the City, dated the date of the Closing and addressed to the Underwriters, to the effect that the Series 1989A Bonds and obligations of the City to reimburse providers of letters of credit and other credit support instruments securing the Series 1989A Bonds constitute Special Facility Revenue Bonds within the meaning of the City's General Airport Revenue Bond Ordinance, adopted March 31, 1983 (the "General Ordinance"), the Financing Agreements constitute Special Facility Financing Arrangements within the meaning of the General Ordinance and the International Terminal Special Revenues are not "Revenues" within the meaning of the General Ordinance; and

(viii) A certificate, dated the date of the Closing, of the City Comptroller to the effect that:

(A) the representations and warranties of the City contained in this Contract are true and correct in all material respects at and as of the Closing with the same effect as if made at the time of the Closing;

(B) to the best of the knowledge of that officer, no event affecting the City has occurred since the date of the Offering Circular which should be disclosed in the Offering Circular for the purposes for which it is to be used or which it is necessary to disclose in the Offering Circular in order to make the statements and information in the Offering Circular not misleading in any material respect; and

(C) the City has complied with all the agreements and satisfied all the conditions on its parts to be performed or satisfied at or prior to the Closing.

(ix) Executed counterparts of the Indenture, the Remarketing Agreement and the Reimbursement Agreement.

(x) A certificate dated the date of the Closing, and addressed to the Underwriters and the City, of an authorized officer of the Bank, to the effect that:

(A) the Bank is duly incorporated, validly existing and in good standing under the laws of _____, with a branch duly licensed and in good standing under the laws of the State of Illinois and the United States, and has all requisite power and authority to execute and deliver, and to perform all of its obligations under the Reimbursement Agreement and the Letter of Credit;

(B) the execution, delivery and performance by the Bank of its obligations under the Reimbursement Agreement and the Letter of Credit, and all matters contemplated by those documents and by the Offering Circular, have been duly authorized by valid official action of the Bank, and will not contravene the organizational documents of the

Bank, or conflict with or constitute a breach of or a default under any law, administrative regulation, consent decree, agreement or instrument to which the Bank is subject or bound;

(C) the Reimbursement Agreement and the Letter of Credit have been duly and validly executed and delivered by the Bank, and constitute legal, valid and binding obligations of the Bank enforceable against the Bank in accordance with their terms, except as limited by applicable bankruptcy, reorganization, debt arrangement, insolvency or other similar laws generally affecting creditors' rights, and by general principals of equity, as such laws would apply in the event of the bankruptcy, insolvency, reorganization or liquidation of, or similar occurrence with respect to, the Bank, or in the event of any moratorium or similar occurrence applicable in the Bank;

(D) all approvals, consents and orders of any governmental authority or agency having jurisdiction in the matter that would constitute a condition precedent to the performance by the Bank of its duties and obligations under the Reimbursement Agreement or the Letter of Credit have been obtained, and are in full force and effect;

(E) the execution, delivery and performance of the Reimbursement Agreement and the Letter of Credit by the Bank do not, and the consummation of the transactions contemplated by them and fulfillment of their terms will not, conflict with or constitute on the part of the Bank a breach of or a default under any existing (i) indenture, mortgage, deed of trust or other agreement or instrument to which the Bank is a party, or by which it or any of its property is bound under the laws of _____, the laws of the State of Illinois or the United States, (ii) order, rule or regulation applicable to the Bank of any court or regulatory body of _____, the State of Illinois or the United States having jurisdiction over the Bank or over any of its properties, or (iii) statute of _____, the State of Illinois or the United States applicable to the Bank;

(F) there is not pending or threatened any suit, action or proceeding against or affecting the Bank before any court, arbitrator, administrative agency or other governmental authority of _____, the State of Illinois or the United States that materially and adversely affects the validity, as to the Bank, of any of the transactions contemplated by, or the ability of the Bank to perform its obligations under, the Reimbursement Agreement or the Letter of Credit, or as contemplated thereby, or the validity or enforceability of the Reimbursement Agreement or the Letter of Credit; and

(G) the statements and information contained in the Offering Circular insofar as they describe the Bank and the Letter of Credit do not contain any untrue statement of a material fact or omit to state any material fact that is necessary in order to make the statements and information contained in them, in light of the circumstances under which they were made, not misleading.

[(xi) The opinion of _____, _____ counsel to the Bank, dated as of the date of the Closing and addressed to the Underwriters and the City, substantially in the form attached to this Contract as Exhibit B.]

[(xii) The opinion of _____, special United States counsel to the Bank, dated as of the date of the Closing and addressed to the Underwriters and the City, substantially in the form attached to this Contract as Exhibit C.]

(xiii) Two counterpart originals of a transcript of all proceedings relating to the authorization and issuance of the Series 1989A Bonds.

(xiv) A copy of the Letter of Credit.

(xv) Evidence of the Aaa/VMIG-1 rating issued by Moody's Investor Services on debt of the Bank.

(xvi) Such additional legal opinions, certificates, instruments and other documents as the Underwriters may reasonably request to evidence the truth and accuracy, as of the date of this Contract and as of the Closing, of the representations, warranties and covenants of the City contained in this Contract and of the statements and information contained in the Offering Circular and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City. Any condition to Closing may be waived by the Underwriters.

All of the opinions, letters certificates, instruments and other documents mentioned above or elsewhere in this Contract will be deemed to be in compliance with the provisions hereof if, but only if, they are in substance satisfactory to the Underwriters.

9. If the City is unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Series 1989A Bonds contained in this Contract, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Series 1989A Bonds are terminated for any reason permitted by this Contract, this Contract will terminate and neither the Underwriters nor the City will be under further obligation or have any further liability under this Contract, except as set forth in paragraph 4 of this Contract and except as to the obligation set forth in paragraph 10 of this Contract.

10. The Underwriters will be under no obligation to pay, and the City will pay, all expenses incident to the performance of the obligations of the City under this Contract, including but not limited to: (i) the cost of the preparation and reproduction of the Ordinance, the Indenture, the Remarketing Agreement, the Reimbursement Agreement and the Offering Circular (including as it may be amended or supplemented prior to the Closing); (ii) the cost of the preparation and printing of the Series 1989A Bonds; (iii) the fees and disbursements of Co-Bond Counsel to the City; (iv) the fees and disbursements of the accountants and advisors of the City and of any consultants retained by the City; (v) the fees and charges payable under or in connection with the Letter of Credit, the Reimbursement Agreement and the Remarketing Agreement (excluding the fees of the Bank counsel incurred in connection with the negotiation and preparation of the Letter of Credit and the Reimbursement Agreement); (vi) fees for Blue Sky filings, if any; and (vii) fees for bond ratings, if any. The Underwriters will pay: (i) the costs of preparation and printing of the Blue Sky Survey and Legal Investment Memoranda, if any; and (ii) all other

expenses incurred by them or any of them in connection with their offering and distribution of the Series 1989A Bonds, including the fees and disbursements of its counsel.

11. Any notice or other communication to be given to the City under this Contract must be given in writing, by delivery to City Hall, Attention: City Comptroller, Room 501, and any notice or other communication to be given to the Underwriters under this Contract must be given in writing by delivery to: Smith Barney, Harris Upham & Co., Incorporated, One First National Plaza, Suite 3950, Chicago, Illinois 60603, Attention: Eugene R. Saffold.

12. This Contract is made solely for the benefit of the City and the Underwriters (including the successors or assigns of the Underwriters), and no other person may acquire or have any right under or by virtue of this Contract. All of the representations, warranties and covenants of the City contained in this Contract will remain operative and in full force and effect regardless of (i) any investigations made by or on behalf of any Underwriters or (ii) delivery of and payment of the Series 1989A Bonds pursuant to this Contract.

13. Time is of the essence in consummation of the transactions contemplated by this Contract.

14. This Contract will become effective upon the execution of its acceptance by the City Comptroller and will be valid and enforceable as of the time it is so accepted.

[Signature forms omitted for printing purposes.]

[Exhibits attached to this Contract of Purchase
unavailable at time of printing.]

Offering Circular

City Of Chicago

\$12,000,000

*Chicago-O'Hare International Airport
International Terminal Special Revenue Bonds,
Series 1989A.*

Introduction.

This Offering Circular is furnished by the City of Chicago (the "City") to provide information regarding the City's \$_____,000,000 aggregate principal amount of Chicago-O'Hare International Airport, International Terminal Special Revenue Bonds, Series 1989A (the "Series 1989A Bonds").

The proceeds of the sale of the Bonds will be used primarily to finance the planning and design of a new permanent International Terminal at Chicago- O'Hare International Airport, which is owned and operated by the City. The proceeds will also be used to capitalize the interest and Letter of Credit Bank fees on the Series 1989A Bonds during an initial capitalized interest period and to pay costs of issuance and other costs of Series 1989A Bonds. The estimated interest, Letter of Credit Bank fees and other bond costs are capitalized for the period ending June 30, 1992.

The Series 1989A Bonds will be initially secured by an irrevocable direct pay Letter of Credit in a stated amount equal to the principal amount of the Series 1989A Bonds and interest on them for _____ days at a rate of ____% per year issued by _____.

The Bonds are to be issued under the authority granted to the City as a home rule unit of local government under the Illinois Constitution of 1970, and pursuant to a bond ordinance adopted by the City Council of the City on February _____, 1989, and an Indenture of Trust, dated as of _____, 1989 (the "Indenture"), from the City to _____, Chicago, Illinois, as trustee (the "Trustee").

The City anticipates financing the construction and equipping of the new permanent International Terminal by the issuance of a further issue or issues of International Terminal Special Revenue Bonds, which would refund the Series 1989A Bonds.

The City has entered into International Terminal Financing Agreements (the "Financing Agreements") with Airlines ("International Terminal Airline Parties") as described below to provide a source of payment of principal of and interest on the Series 1989A Bonds, of reimbursement of the Letter of Credit Bank for principal, interest and purchase draws on the Letter of Credit, and for payment of other Bond Costs, in the event the amounts of proceeds Series 1989A Bonds provided to pay these amounts are insufficient.

The Series 1989A Bonds are secured, as to payment of principal of and interest solely by International Terminal Special Revenues (principally payments of Financing Costs under the Financing Agreements), proceeds of the Series 1989A Bonds and other amounts held by the Trustee and by draws on the Letter of Credit or a substitute credit support instrument. The Series 1989A Bonds are not general obligations of the City.

The Series 1989A Bonds are not secured by or payable from revenues under the City's General Airport Revenue Bond Ordinance, and International Terminal Special Revenues are not subject to the pledge of airport revenues under that Ordinance.

The Series 1989A Bonds are initially issued in a variable rate mode with the interest rate established on a weekly basis. As provided in the Indenture, the Series 1989A Bonds may be converted to a Fixed Rate by the Remarketing Agent at the election of the City, but there shall be a mandatory tender of the Bonds prior to the occurrence of such a conversion.

The Series 1989A Bonds.

General.

Form and Denominations. The Series 1989A Bonds will be issuable as fully registered Series 1989A Bonds and will not be registerable to bearer. During the Variable Rate Mode, the Series 1989A Bonds shall be issuable in denominations of \$100,000 or integral multiples of that sum. During the Fixed Rate Mode, the Series 1989A Bonds shall be issuable in denominations of \$5,000 or integral multiples of that sum.

Transfers and Exchange. The Series 1989A Bonds are transferable only upon the registration books of the City kept for such purpose at the principal office of the Trustee or the Tender Agent, as provided in the Indenture.

Maturity.

The Series 1989A Bonds mature on January 1, 1996.

Interest.

Variable Interest Rate. While in the Variable Rate Mode, the Series 1989A Bonds shall bear interest at the Variable Interest Rate (computed on the basis of a year of 365 or 366 days, as appropriate, for the actual number of days elapsed). While in the Variable Rate Mode, interest will be payable on the first Wednesday of each month, with the first Interest Payment Date being _____ 1, 1989, or upon payment of the principal of the Series 1989A Bonds, at maturity upon redemption or upon a Mandatory Tender Date. Any payments due on a day which is not a Business Day shall be paid on the next Business Day and shall be treated as if paid on the date otherwise due.

The Series 1989A Bonds shall initially bear interest from the date of their delivery until but not including _____, 1989, at the rate of _____% per annum. Subsequently, the Variable Interest Rate shall be determined on Tuesday of each week or, if Tuesday is not a Business Day, the preceding Business Day (the "Interest Rate Determination Date") and be effective and accrue from and including the Wednesday of that week (whether or not a Business Day) through and including the immediately succeeding Tuesday (whether or not a Business Day) each such period being hereinafter called a "Variable Interest Rate Period".

After _____, 1989, the Variable Interest Rate for each Variable Interest Rate Period shall be equal to the rate of interest established by the Remarketing Agent on the Interest Rate Determination Date for that Variable Interest Rate Period as the rate of interest which, in the judgment of the Remarketing Agent, would be necessary to remarket the Bonds in a secondary market transaction at 100% of their principal amount on that Interest Rate Determination Date.

The Variable Interest Rate may not exceed 12% per year while the Bonds are secured by the initial Letter of Credit.

The determination of the Variable Interest Rate by the Remarketing Agent shall be conclusive and binding upon the City, the Trustee, the Remarketing Agent and the Owners of the Bonds.

Conversion to Fixed Interest Rate. The Remarketing Agent, at the direction of the City, is required to convert the Series 1989A Bonds to the Fixed Rate Mode. Any such conversion shall occur on a day (the "Conversion Date") selected by the City, which day shall also be a Mandatory Tender Date for all Series 1989A Bonds (subject to the right of any Owner to retain Series 1989A Bonds as described below). Procedures for such a conversion are set forth in the Indenture.

Payments Of Principal And Interest.

Principal (at final maturity) and Redemption Price of the Series 1989A Bonds will be payable to the Owners of such Bonds upon presentation and surrender of the Series 1989A Bonds at the principal office of the Trustee. Payments of interest on the Series 1989A Bonds, except interest payable upon redemption, at maturity, or on a Mandatory Tender Date, shall be paid to the Owner as of the close of business on the Record Date next preceding the related Interest Payment Date (provided that interest payable at maturity, upon redemption, or on a Mandatory Tender Date, shall be paid upon presentation and surrender as provided in the preceding sentence). Interest shall be paid by check or draft mailed on the applicable Interest Payment Date to the registered address to those Owners as they shall appear on the registration books maintained pursuant to the Indenture, or, while Bonds are in the Variable Rate Mode, at the option of any Owner (who will be the Owner on both the Record Date and the related Interest Payment Date) of at least \$_____ aggregate principal amount of Series 1989A Bonds, by wire transfer of immediately available funds to such wire transfer address as that Owner shall specify in a notice to the Tender Agent not less than 15 days prior to the applicable Interest Payment Date (or such lesser period of time as may be agreed upon by the Tender Agent).

The term "Record Date" means with respect to any Interest Payment Date while Series 1989A Bonds are in the Variable Rate Mode, the second Business Day next preceding that Interest Payment Date.

Purchase And Redemption.

Optional Tender. During the Variable Rate Mode, Series 1989A Bonds shall be purchased on the demand of the Owner or the Owner's duly authorized agent on any Business Day at a Purchase Price equal to 100% of the unpaid principal amount plus accrued interest, if any, to the date of purchase, upon:

(i) delivery to the Remarketing Agent at its principal office in New York, New York, and to the Tender Agent at its principal office in New York, New York of a notice in the form required by the Indenture which (a) states the number of such 1989A Bond or Bonds and the unpaid principal amount of such Series 1989A Bonds, and (b) states the date on which such Series 1989A Bond or Bonds shall be so purchased, which date shall be a Business Day not prior to the seventh day nor later than the thirtieth day next succeeding the date of the delivery of such notice; and

(ii) delivery of such Series 1989A Bond, duly endorsed in blank for transfer (and, in the event the date of purchase for such Series 1989A Bond shall be after a Record Date but prior to the Interest Payment Date for such Record Date, with a due-bill check, in form satisfactory to the Depository, for interest due on such Interest Payment Date with respect to such Series 1989A Bond), at the principal office of the Tender Agent at or prior to 11:00 A.M., New York City time, on the date for purchase specified in the notice; provided, however, that such Series 1989A Bonds shall be purchased only if the Bond or Bonds delivered to the Tender Agent conform in all respects to the description in the notice.

The delivery of a notice of demand for purchase, and delivery of the Series 1989A Bond or Bonds described in it, shall each constitute irrevocable acts on the part of the registered Owner of such Series 1989A Bond or Bonds.

The Tender Agent is entitled under the Letter of Credit and required under the terms of the Indenture to make a demand for payment under the Letter of Credit no later than 11:15 A.M., New York City time for payment by 2:00 P.M., New York City time, to pay the Purchase Price of Series 1989A Bonds delivered or required to be delivered to the Tender Agent for purchase to the extent that proceeds of remarketing of the Series 1989A Bonds are not then on deposit to pay such Purchase Price. The obligation of the Tender Agent to purchase the Series 1989A Bonds is limited to the amounts derived from a remarketing of the Bonds or from amounts drawn under the Letter of Credit.

No purchase will be made of any Bond at the option of its Owner, the Owner's Election Notice for which is received after notice of redemption or mandatory tender and purchase of Series 1989A Bonds has been given as described below. The Owners of Series 1989A Bonds will not have the right to have their Series 1989A Bonds purchased at the Owner's option while Series 1989A Bonds are in the Fixed Rate Mode.

Mandatory Tender. The Series 1989A Bonds shall be subject to mandatory tender and purchase by the Tender Agent, from amounts derived from a remarketing of the Series 1989A Bonds or from amounts drawn under the Letter of Credit or Credit Facility, upon

notice as provided in the Indenture, upon various circumstances including prior to a conversion of the Series 1989A Bonds to a Fixed Rate Mode, or any replacement expiration or cancellation of the Letter of Credit or any Substitute Credit Facility. Interest accruing on mandatorily tendered Bonds shall be paid on each Mandatory Tender Date, which is an Interest Payment Date.

Payment of Purchase Price. The Purchase Price of Series 1989A Bonds optionally or mandatorily tendered for purchase pursuant to the Indenture shall be paid by the Tender Agent to the Owners of Bonds so tendered in the manner as provided in the Indenture but solely from amounts received from a remarketing of the Series 1989A Bonds or a draw on the Letter of Credit or Substitute Credit Facility.

Right of Retention. Any Owner of Bonds may direct the Tender Agent not to purchase any Series 1989A Bond, or portion of the Series 1989A Bond (in authorized denominations) owned by that Owner, in connection with a mandatory tender in the circumstance, and in the manner specified in the Indenture.

Optional Redemption. Prior to the Conversion Date, the Series 1989A Bonds shall be subject to optional redemption by the City, at any time, as a whole or in part, at a Redemption Price equal to 100% of the principal amount to be redeemed, plus accrued interest to the date fixed for redemption, without premium.

After the Conversion Date, the Series 1989A Bonds shall be subject to optional redemption as described in the Indenture.

Mandatory Redemption. The Series 1989A Bonds are subject to mandatory Sinking Fund redemption in the following amounts on the following dates:

Date	Amount
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Series 1989A Bonds to be redeemed shall be selected in the manner provided in the Indenture. Notice of redemption shall be given not less than 15 days prior to the redemption date by certified or registered mail, as provided in the Indenture.

Application Of Series 1989A Bond Proceeds.

The proceeds from the sale of the Series 1989A Bonds are estimated to be applied as follows:

Costs of Design of
International Terminal

Capitalized Interest,
L.O.C. Bank Fees and Bond

Costs during Capitalized
Interest Period

Underwriting Discount and
Other Costs of Issuance

Principal Amount of Bonds \$12,000,000

Security For Series 1989A Bonds.

The Series 1989A Bonds are special limited obligations of the City, with a claim for payment solely from the Funds established under the Indenture (other than the Rebate Fund), from International Terminal Special Revenues and from amounts paid to the Trustee pursuant to the Letter of Credit or a substitute credit facility. The Series 1989A Bonds are not general obligations of the City.

Letter Of Credit.

The Series 1989A Bonds are secured by a direct pay Letter of Credit in the stated amount of \$ _____ issued by _____. The Letter of Credit shall be drawn upon to pay all principal of, premium, if any, and interest on the Series 1989A Bonds and is also to be drawn on upon the inability of the Remarketing Agent to remarket a tendered Series 1989A Bond at the Purchase Price. The Letter of Credit expires _____, _____, unless renewed or replaced, and is subject to cancellation upon certain conditions as set forth in the Reimbursement Agreement (a copy of which is attached). Prior to any such replacement, expiration or cancellation, there is to be a Mandatory Tender of all Series 1989A Bonds and a corresponding draw on the Letter of Credit.

Security Interests.

The Series 1989A Bonds are also secured by an assignment and pledge of and lien on and security interest in International Terminal Special Revenues and the Project Fund, International Terminal Special Revenue Fund ("Revenue Fund"), International Terminal Bond Fund ("Bond Fund") and International Terminal Reimbursement Fund ("Reimbursement Fund") established under the Indenture and held by the Trustee. International Terminal Special Revenues are defined in the Indenture to include all payments of Financing Costs by International Terminal Airline Parties under the Financing Agreements. They also include interest and other investment earnings on the Funds listed above which are held by the Trustee (other than the Project Fund).

Flow Of Funds.

Under the Indenture there are established the various Funds listed above. Upon the initial sale of the Series 1989A Bonds, there is to be deposited in the Capitalized Interest Account of the Bond Fund amounts estimated to be sufficient to pay all interest on the Series 1989A Bonds, letter of credit fees and other Bond Costs, through July 1, 1992. Those amounts are to be applied to those payments. Any shortfall in the Capitalized Interest Account for making those payments is to be made up from amounts for the Project Fund.

All remaining amounts received from the sale of the Series 1989A Bonds are to be deposited in the Project Fund to be used to pay costs of designing and planning the new permanent International Terminal, subject to transfer to the Bond Fund as needed.

All International Terminal Special Revenues are to be deposited, as received, in the Revenue Fund. Amounts in the Revenue Fund are to be deposited in Principal and Interest Accounts of the Bond Fund as required in order to pay principal of and interest on the Series 1989A Bonds to the extent not paid from the Capitalized Interest. Amounts remaining in the Revenue Fund shall be deposited in the Bond Costs account to the extent needed to pay Bond Costs (L.O.C. Bank fees, Trustee fees, Remarketing Fees, Tender Agent Fees).

Amounts in the Interest Account or the Principal Account may also be used to reimburse the Letter of Credit Bank for draws made to pay principal of and interest on the Series 1989A Bonds.

Because the payments under the Financing Agreements begin six months before the end of the Capitalized Interest period, it is anticipated, if all payments under the Financing Agreements are made when due, that a reserve of six months' interest on the Series 1989A Bonds at 8% per year will be established and held in the Revenue Fund. Amounts in the Revenue Fund in excess of that reserve amount may be used to reimburse International Terminal Airline Parties for payment by them of Financing Costs Deficiencies, and interest, as provided in the Financing Agreements.

Also, amounts paid under Financing Agreements and deposited in the Revenue Fund in respect of draws on the Letter of Credit for the Purchase Price of Series 1989A Bonds are to be used to reimburse the Letter of Credit Bank for draws to pay that Purchase Price.

Additional Bonds.

Under the Indenture, the City may issue Additional Bonds which are on a parity with the Series 1989A Bonds (except that the Additional Bonds may not be on a parity as to amounts drawn on letters of credit or other credit support instruments, which may secure only particular Bonds). Additional Bonds may be issued only if the additional bonds tests under the Indenture are met, including a Financing Agreement test. This is met if nationally recognized bond counsel renders an opinion that there are in existence valid and

legally binding financing agreements with airlines which shall obligate those airlines together to pay amounts to the Trustee sufficient to make all required deposits in and credits to and payments from the Revenue Fund with respect to the Series 1989A Bonds and the Additional Bonds.

A copy of the Indenture is attached as Exhibit A.

The Letter Of Credit Bank And Reimbursement Agreement.

The initial Letter of Credit will be delivered by _____ (the "Letter of Credit Bank"), which has been duly licensed by the Commissioner of Banks and Trust Companies of the State of Illinois. A brief description of the Letter of Credit Bank (which was prepared by the Letter of Credit Bank) is included in Appendix A.

The City is obligated to reimburse the Letter of Credit Bank for draws on the Letter of Credit as provided in the Reimbursement Agreement. The obligation of the City to make that reimbursement is secured by notes issued under the Reimbursement Agreement, which bear interest as provided in that Agreement. The Reimbursement Agreement also sets forth the various other conditions, obligations, representations, covenants, events of default and miscellaneous provisions applicable to the Letter of Credit Bank and the City as well as provisions for the Trustee or the Paying Agent to make such draws. It sets forth the forms of the Letter of Credit and supporting documentation.

The obligation of the City to pay amounts owing to the Letter of Credit Bank pursuant to the Reimbursement Agreement is a limited obligation payable solely from amounts in the International Terminal Bond Fund under the Indenture, but with a claim for payment subordinate to the Series 1989A Bonds. Under the terms of the Letter of Credit, an amount sufficient to pay the Purchase Price of Series 1989A Bonds upon a Mandatory Tender of the Series 1989A Bonds up to the remaining stated amount of the Letter of Credit shall be drawn on it prior to its cancellation or termination. A copy of the form of Reimbursement Agreement is attached to this Placement Memorandum as Exhibit D.

The Remarketing Agreement.

Under the Remarketing Agreement and the Indenture, Smith Barney, Harris Upham & Co., Incorporated is appointed as Remarketing Agent. The Remarketing Agent agrees to use its best efforts to offer for sale and to sell the Series 1989A Bonds tendered while in the Variable Rate Mode at a price of not less than 100% of their principal amount plus accrued interest, if any.

The Remarketing Agent may be removed by the City and may resign as provided by the Remarketing Agreement, a copy of which is attached as Exhibit G.

The Financing Agreements.

The City has entered into Financing Agreements with International Terminal Airline Parties by which the International Terminal Airline Parties agree to pay to the City amounts sufficient to enable the City (together with proceeds of the Series 1989A Bonds to be used for these purposes), to pay principal of, premium, if any, and interest on the Series 1989A Bonds, reimbursing the provider of the Letter of Credit securing the Series 1989A Bonds for draws on the Letter of Credit, and payment of Bond Costs in connection with the Series 1989A Bonds (such as Letter of Credit Bank fees, Trustee fees, Remarketing Agent fees and Tender Agent fees). (Debt Service, Letter of Credit reimbursements and Bond Costs are together referred to as "Financing Costs".) A copy of the form of Financing Agreement is attached to this Offering Circular as Exhibit _____. A list of the initial International Terminal Airline Parties is attached as Exhibit I. The City may subsequently enter into Financing Agreements with additional International Terminal Airline Parties.

Under the Financing Agreements the various International Terminal Airline Parties are each responsible for a specified portion of the Financing Costs. The initial Airline Share Percentage of the International Terminal Airline Parties is set forth in Exhibit I. If additional International Terminal Airline Parties execute Financing Agreements, the Airline Share Percentage of the airlines listed in Exhibit I would, of course, be decreased. If any International Terminal Airline Parties fail to pay the amounts billed them, those deficiencies are then billed to and become the obligation of the non-defaulting International Terminal Airline Parties.

The City has assigned to the Trustee its right to receive all amounts under the Financing Agreement for Financing Costs and Financing Costs Deficiencies.

Under the Financing Agreements, additional International Terminal Bonds could be issued by the City, up to a total principal amount, together with the Series 1989A Bonds, of \$22 Million, and the obligations of the International Terminal Airline Parties to pay Financing Costs would apply to those Additional Bonds as well as the Series 1989A Bonds. No such Additional Bonds may be issued under the Financing Agreement except upon the consent of United Air Lines, Inc., American Airlines and other airlines, whose Airline Share Percentages total at least 75% of the Airline Share Percentage which various airlines listed in the Financing Agreement would have if they were all International Terminal Airline Parties.

There is no limitation under the Indenture on the principal amount of Bonds which may be issued under it on a parity with the Series 1989A Bonds. The Indenture establishes various tests, however, for the issuance of Additional Bonds. See "Security for the Bonds".

The City has provided for proceeds of the Series 1989A Bonds to be used to pay interest, reimbursement of the Letter of Credit Bank for interest draws and other Bond Costs for the Series 1989A Bonds through July 1, 1992. Under the Financing Agreement, the International Terminal Airline Parties are to pay in each six month period beginning on a January 1 and July 1, those Financing Costs with respect to that period. The Financing Costs for a six month period are to be paid in six equal monthly installments. The

payments are to begin January 1, 1992, providing a six month overlap with the amount of capitalized interest. The Financing Costs with respect to interest are based on an assumed rate of 8% per year for the six month period beginning January 1, 1992, and for periods after that, on the actual experienced interest costs for preceding periods, all as described in the Financing Agreement.

Litigation.

There is no litigation pending or threatened seeking to restrain or impair issuance or delivery of the Series 1989A Bonds or in any way contesting the authorization or validity of the Series 1989A Bonds or the Financing Agreements.

Certain Legal Matters.

Legal matters incident to the authorization, issuance and sale by the City of the Series 1989A Bonds are subject to the approving legal opinions of Schiff Hardin & Waite, Chicago, Illinois, and _____, Chicago, Illinois, Co-Bond Counsel. The proposed form of the opinions of Co-Bond Counsel is attached as Appendix F, the final form of which will be printed on the Series 1989A Bonds.

Underwriting.

Smith Barney, Harris Upham & Co., Incorporated has agreed to purchase the Series 1989A Bonds pursuant to a Contract of Purchase between the City and the Underwriters dated the date of this Offering Circular, subject to certain conditions, at a price of \$_____. The Underwriters will be obligated to purchase all the Series 1989A Bonds, if any Series 1989A Bonds are purchased.

The price and other terms respecting the offering and sale of the Series 1989A Bonds may be changed from time to time by the Underwriters after _____ the Bonds are released for sale, and the Series 1989A Bonds may be offered and sold at prices other than the initial offering price.

Ratings.

The City is not taking action to cause the Series 1989A Bonds to be rated.

Tax Exemption.

Co-Bond Counsel Opinion.

The Internal Revenue Code of 1986, as amended (the "Code"), contains certain requirements that must be satisfied from and after the date of issuance of the Bonds in order to preserve the exemption from federal income taxes of interest on the Series 1989A Bonds. These requirements relate to the use and investment of the proceeds of the Series 1989A Bonds and the use and tax ownership of the property financed with the proceeds of the Series 1989A Bonds. The City has covenanted in the Indenture to comply with these requirements.

Co-Bond Counsel are of the opinion that under existing law, interest on the Bonds is not includible in the gross income of their owners for federal income tax purposes and consequently is exempt from present federal income taxes based on gross income. If there is continuing compliance with the requirements of the Code described above, Co-Bond Counsel are of the opinion that interest on the Series 1989A Bonds will be exempt from present federal income taxes based on gross income under present law. However, interest on the Series 1989A Bonds (a) constitutes an item of tax preference for purposes of computing individual and corporate alternative minimum taxable income and (b) is includible in the book income and earnings and profits of a corporation and consequently may not be exempt from federal income taxes based on those measures. Co-Bond Counsel express no opinion as to the exemption from present federal income taxes of interest on any Bond for any period during which such Series 1989A Bond is held by a person who is a "substantial user" of the facilities financed with the proceeds of the Series 1989A Bonds or a "related person" (as defined in Section 147(a) of the Code). Interest on the Series 1989A Bonds is not exempt from present Illinois income taxes.

Continuing Legal Requirements.

The Code sets forth certain requirements that must be satisfied on a continuing basis in order to preserve the exemption from federal income taxes of interest on the Series 1989A Bonds. Among these requirements are the following:

Requirement of Governmental Ownership. The Code requires that all property financed with the proceeds of the Series 1989A Bonds be owned, under federal tax principles, by a governmental unit.

Rebate of Arbitrage Profit. Earnings from the investment of the "gross proceeds" of the Series 1989A Bonds in excess of the earnings that would have been realized if such investments had been made at a yield equal to the yield on the Series 1989A Bonds are required to be paid to the United States of America at periodic intervals. For this purpose, the term "gross proceeds" includes the original proceeds of the Series 1989A

Bonds, amounts received as a result of investing such proceeds and amounts to be used to pay debt service on the Series 1989A Bonds.

Investment Restrictions. Except during certain "temporary periods," proceeds of the Series 1989A Bonds and investment earnings on those proceeds (other than amounts held in a reasonably required reserve or replacement fund, if any, or as part of a "minor portion") may not be invested in taxable investments having a yield that is "materially higher" (1/8th of one percent) than the yield on the Series 1989A Bonds. Except during such "temporary periods," the amount invested in taxable investments having a yield that is materially higher than the yield on the Series 1989A Bonds may not exceed 150% of the scheduled payments of principal and interest to be made with respect to the Series 1989A Bonds during the current year.

Restrictions on Use. The Code includes restrictions on the types of facilities (including liquor stores and airplanes) that may be financed with the proceeds of the Series 1989A Bonds. Such provisions may restrict future changes in the use of any property financed with the proceeds of the Series 1989A Bonds.

Risk Of Noncompliance.

In the event that the City fails to comply with the requirements of the Code, interest on the Series 1989A Bonds may become subject to federal income taxation retroactively to the date of issue. In such event, the Indenture does not contain any provision for acceleration of the Series 1989A Bonds nor provide that any additional interest or penalty be paid to the owners of the Series 1989A Bonds.

Under the Code, receipt of interest on the Series 1989A Bonds may have an effect, for certain owners, on the calculation of net taxable income subject to tax, and may be taken into account, for certain owners, in the calculation of taxes not based on gross income.

Miscellaneous.

The summaries or descriptions of provisions in the Indenture, the Reimbursement Agreement, the Remarketing Agreement, the Letter of Credit, the Financing Agreement and the Series 1989A Bonds, as set forth in this Offering Circular and all references to other materials not purporting to be quoted in full are only brief discussions of certain provisions of the documents and do not constitute complete statements of such documents or provisions. Reference is made to the complete documents for further information.

Any statements made in this Offering Circular which involve matters of opinion or estimates are represented as opinions or estimates in good faith. No assurance can be given, however, that the facts will materialize as so opinioned or estimated.

Authorization.

The City has authorized distribution of this Offering Circular.

This Offering Circular has been duly executed and delivered by the City Comptroller of the City on behalf of the City.

[Signature forms omitted for printing purposes.]

[Exhibits attached to this Offering Circular
unavailable at time of printing.]

CHICAGO PUBLIC LIBRARY FOUNDATION CONTRIBUTIONS
COMMITTED AS ADDITIONAL RATHER THAN
ALTERNATIVE SOURCE OF REVENUE
FOR CHICAGO PUBLIC
LIBRARY.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the commitment of private funding by the Chicago Public Library Foundation as additional rather than an alternative source of revenue for the Chicago Public Library.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Board of Trustees of the Chicago Public Library (the "Board") is charged with the responsibility of supporting and maintaining the Chicago Public Library (the "Library") for the purpose of meeting the research, information, recreation and cultural needs of all residents of the City of Chicago (the "City") by providing them with information in a variety of formats, exhibits, services and programs; and

WHEREAS, The Board has facilitated the organization of the Chicago Public Library Foundation (the "Foundation") for the purpose of soliciting contributions and funding for the Library from individuals, foundations and corporations ("Private Funds" or "Private Funding") in an effort to create a substantial permanent endowment and to provide additional funding for the Library; and

WHEREAS, The Foundation's fundraising efforts are designed to supplement the efforts of the City and the Board to secure from the public and private sectors, monies to fund other ongoing Library activities and acquisitions and related financial needs ("Public Funds" or "Public Funding"); and

WHEREAS, The goal of the Foundation is to raise Private Funds to complement and augment Public Funding in a cooperative effort to support, enrich and enhance the Library; and

WHEREAS, The Library will benefit from the Foundation's cooperative efforts to correspondingly raise Private Funding levels in order to assist the Library in attaining its goals and objectives of quality services; and

WHEREAS, The Library depends on the long-term, continued and increasing commitment of the City, as the bearer of a great public trust, to provide Public Funds for the Library, such Public Funding being enhanced by the philanthropic commitment on the part of individuals, corporations and foundations ("Foundation Contributors") to provide Private Funding for the Library; and

WHEREAS, The success of Foundation efforts to raise Private Funds is contingent upon and facilitated by (i) establishing and maintaining an independent private sector organization such as the Foundation, (ii) private sector donors being assured that their gifts will not be offset by corresponding reductions in Public Funding, and (iii) some form of public acknowledgement of gifts and contributions, as memorialized by a plaque, book plates and the like; and

WHEREAS, As a condition precedent to a \$1,000,000 donation from the Pritzker Foundation, pursuant to a grant letter dated March 25, 1987 (the "Pritzker Letter"), and consistent with the intent of the \$1,250,000 donation from the John D. and Catherine T. MacArthur Foundation, it is appropriate and in the best interests of the City that the City demonstrate its commitment that Private Funding provided by the Foundation is to be devoted exclusively to developing and augmenting the resources and services of the Library not otherwise heretofore provided; and

WHEREAS, In order for the Foundation to be successful and effective in its fundraising efforts and to achieve its articulated goals, the City and the State of Illinois (the "State") must commit to be integrally involved throughout the process; now, therefore,

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

SECTION 1. Private Funding contributed by the Foundation for the benefit of the Library will be considered as an additional, not an alternative source of revenue for the

Library and increased Private Funding will not be the basis or justification for offsetting reductions in Public Funding by the City.

SECTION 2. There should not be included in any ordinance proposed to the City Council, including without limitation any proposed annual appropriation ordinance or any ordinance authorizing the sale of bonds, a recommendation proposing a reduction from amounts which would otherwise be included therein because of Private Funding raised or expected to be raised by the Foundation.

SECTION 3. The City will use its best efforts to cooperate and assist the Foundation in its efforts to solicit Private Funding and to cause the State of Illinois to commit to continued funding and support of the Library.

SECTION 4. The City will cooperate with and assist the Foundation's Staff and Allocations Committee in efforts to develop a specific spending agenda (the "Spending Agenda") for Private Funds. The Private Funds given to the Library will be use-restricted and targeted for programs the Foundation has identified pursuant to the Spending Agenda, within the time frames specified therein.

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

APPROVAL OF DESIGNATED ZONE ORGANIZATIONS FOR ENTERPRISE ZONES I, II AND IV.

The Committee on Finance submitted a report recommending that the City Council pass four proposed ordinances transmitted therewith, designating certain organizations as "Designated Zone Organizations" for City of Chicago Enterprise Zones I, II and IV.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 45.

Nays -- None.

Alderman Beavers 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):

Greater Westside Development Corporation.

WHEREAS, The Chicago Enterprise Zone Ordinance, Chapter 201 of the Municipal Code of Chicago, provides in Section 201-7(b) that the City Council may designate one or more organizations as a "Designated Zone Organization" for each Enterprise Zone in the City; and

WHEREAS, The herein proposed organization has been recommended by the Department of Economic Development of the City of Chicago as an appropriate Designated Zone Organization for the City's Enterprise Zone I; now, therefore,

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

SECTION 1. The organization called "Greater Westside Development Corporation" is hereby designated a Designated Zone Organization for the City of Chicago's Enterprise Zone I.

SECTION 2. The organization called "Greater Westside Development Corporation" satisfies the qualification requirements of Section 3(d) of the Illinois Enterprise Zone Act and Section 201-2 of the Chicago Enterprise Zone Ordinance, in that:

- (1) the members of the organization are substantially all residents of Enterprise Zone I;
- (2) the board of directors of the organization is elected by the members of the organization;
- (3) the organization satisfies the criteria set forth in Section 501(c)(3) of the Internal Revenue Code of 1954; and
- (4) the organization exists primarily for the purpose of performing within Enterprise Zone I, for the benefit of the residents and businesses thereof, one or more of the functions set forth in Section 8 of the Illinois Enterprise Zone Act, including among others, the promotion of community welfare and the improvement of housing, business and general living conditions.

SECTION 3. The Zone Administrator shall have the power to suspend the designation of "Greater Westside Development Corporation" if it is determined that this organization has failed, at any time, to maintain the minimum qualification requirements of a Designated Zone Organization under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance. This suspension shall last until it is demonstrated to the satisfaction of the Zone Administrator that these qualification requirements have again been met.

SECTION 4. The functions and powers of "Greater Westside Development Corporation" as a Designated Zone Organization for Enterprise Zone I shall be those stated in Section 201-7(b) of the Chicago Enterprise Zone Ordinance, except that:

- (1) if other local, state or federal authorizations are needed to perform any function or exercise any power granted herein, those authorizations must be obtained before such functions or powers can be exercised; and
- (2) before any contract, allowed under Section 201-7(b)(3) of the Chicago Enterprise Zone Ordinance, is entered into between the Zone Administrator and the organization, it must first be approved by the City Council.

SECTION 5. The organization called "Greater Westside Development Corporation" shall remain a Designated Zone Organization for Enterprise Zone I until such time as this status/designation may be terminated by the City Council. The status of "Greater Westside Development Corporation" as a Designated Zone Organization may be terminated at any time by the City Council.

SECTION 6. The Zone Administrator of Enterprise Zone I shall report to the City Council every two years as to the effectiveness of "Greater Westside Development Corporation" as a Designated Zone Organization.

SECTION 7. This designation of "Greater Westside Development Corporation" shall not prevent the City of Chicago from designating other organizations as Designated Zone Organizations for Enterprise Zone I.

SECTION 8. Upon designation, the Designated Zone Organization will enter into a written work plan with the Zone Administrator identifying the performance goals and objectives to be carried out within the Zone and the performance criteria by which they shall be evaluated.

SECTION 9. This ordinance shall be effective from and after its passage.

Eighteenth Street Development Corporation.

WHEREAS, The Chicago Enterprise Zone Ordinance, Chapter 201 of the Municipal Code of Chicago, provides in Section 201-7(b) that the City Council may designate one or more organizations as a "Designated Zone Organization" for each Enterprise Zone in the City; and

WHEREAS, The herein proposed organization has been recommended by the Department of Economic Development of the City of Chicago as an appropriate Designated Zone Organization for the City's Enterprise Zone I; now, therefore,

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

SECTION 1. The organization called "Eighteenth Street Development Corporation" is hereby designated a Designated Zone Organization for the City of Chicago's Enterprise Zone I.

SECTION 2. The organization called "Eighteenth Street Development Corporation" satisfies the qualification requirements of Section 3(d) of the Illinois Enterprise Zone Act and Section 201-2 of the Chicago Enterprise Zone Ordinance, in that:

- (1) the members of the organization are substantially all residents of Enterprise Zone I;
- (2) the board of directors of the organization is elected by the members of the organization;
- (3) the organization satisfies the criteria set forth in Section 501(c)(3) of the Internal Revenue Code of 1954; and
- (4) the organization exists primarily for the purpose of performing within Enterprise Zone I, for the benefit of the residents and businesses thereof, one or more of the functions set forth in Section 8 of the Illinois Enterprise Zone Act, including among others, the promotion of community welfare and the improvement of housing, business and general living conditions.

SECTION 3. The Zone Administrator shall have the power to suspend the designation of "Eighteenth Street Development Corporation" if it is determined that this organization has failed, at any time, to maintain the minimum qualification requirements of a Designated Zone Organization under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance. This suspension shall last until it is demonstrated to the satisfaction of the Zone Administrator that these qualification requirements have again been met.

SECTION 4. The functions and powers of "Eighteenth Street Development Corporation" as a Designated Zone Organization for Enterprise Zone I shall be those stated in Section 201-7(b) of the Chicago Enterprise Zone Ordinance, except that:

- (1) if other local, state or federal authorizations are needed to perform any function or exercise any power granted herein, those authorizations must be obtained before such functions or powers can be exercised; and

- (2) before any contract, allowed under Section 201-7(b)(3) of the Chicago Enterprise Zone Ordinance, is entered into between the Zone Administrator and the organization, it must first be approved by the City Council.

SECTION 5. The organization called "Eighteenth Street Development Corporation" shall remain a Designated Zone Organization for Enterprise Zone I until such time as this status/designation may be terminated by the City Council. The status of "Eighteenth Street Development Corporation" as a Designated Zone Organization may be terminated at any time by the City Council.

SECTION 6. The Zone Administrator of Enterprise Zone I shall report to the City Council every two years as to the effectiveness of "Eighteenth Street Development Corporation" as a Designated Zone Organization.

SECTION 7. This designation of "Eighteenth Street Development Corporation" shall not prevent the City of Chicago from designating other organizations as Designated Zone Organizations for Enterprise Zone I.

SECTION 8. This ordinance shall be effective from and after its passage.

Back Of The Yards Neighborhood Council.

WHEREAS, The Chicago Enterprise Zone Ordinance, Chapter 201 of the Municipal Code of Chicago, provides in Section 201-7(b) that the City Council may designate one or more organizations as a "Designated Zone Organization" for each Enterprise Zone in the City; and

WHEREAS, The herein proposed organization has been recommended by the Department of Economic Development of the City of Chicago as an appropriate Designated Zone Organization for the City's Enterprise Zone II; now, therefore,

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

SECTION 1. The organization called "Back of the Yards Neighborhood Council" is hereby designated a Designated Zone Organization for the City of Chicago's Enterprise Zone II.

SECTION 2. The organization called "Back of the Yards Neighborhood Council" satisfies the qualification requirements of Section 3(d) of the Illinois Enterprise Zone Act and Section 201-2 of the Chicago Enterprise Zone Ordinance, in that:

- (1) the members of the organization are substantially all residents of Enterprise Zone II;
- (2) the board of directors of the organization is elected by members of the organization;
- (3) the organization satisfies the criteria set forth in Section 501(c)(3) of the Internal Revenue Code of 1954; and
- (4) the organization exists primarily for the purpose of performing within Enterprise Zone II, for the benefit of the residents and businesses thereof, one or more of the functions set forth in Section 8 of the Illinois Enterprise Zone Act, including among others, the promotion of community welfare and the improvement of housing, business and general living conditions.

SECTION 3. The Zone Administrator shall have the power to suspend the designation of "Back of the Yards Neighborhood Council" if it is determined that this organization has failed, at any time, to maintain the minimum qualification requirements of a Designated Zone Organization under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance. This suspension shall last until it is demonstrated to the satisfaction of the Zone Administrator that these qualification requirements have again been met.

SECTION 4. The functions and powers of "Back of the Yards Neighborhood Council" as a Designated Zone Organization for Enterprise Zone II shall be those stated in Section 201-7(b) of the Chicago Enterprise Zone Ordinance, except that:

- (1) if other local, state or federal authorizations are needed to perform any function or exercise any power granted herein, those authorizations must be obtained before such functions or powers can be exercised; and
- (2) before any contract, allowed under Section 201-7(b)(3) of the Chicago Enterprise Zone Ordinance, is entered into between the Zone Administrator and the organization, it must first be approved by the City Council.

SECTION 5. The organization called "Back of the Yards Neighborhood Council" shall remain a Designated Zone Organization for Enterprise Zone II until such time as this status/designation may be terminated by the City Council. The status of "Back of the Yards Neighborhood Council" as a Designated Zone Organization can be terminated at any time by the City Council.

SECTION 6. The Zone Administrator of Enterprise Zone II shall report to the City Council every two years as to the effectiveness of "Back of the Yards Neighborhood Council" as a Designated Zone Organization.

SECTION 7. This designation of "Back of the Yards Neighborhood Council" shall not prevent the City of Chicago from designating other organizations as Designated Zone Organizations for Enterprise Zone II.

SECTION 8. This ordinance shall be effective from and after its passage.

Kinzie Industrial Development Corporation.

WHEREAS, The Chicago Enterprise Zone Ordinance, Chapter 201 of the Municipal Code of Chicago, provides in Section 201-7(b) that the City Council may designate one or more organizations as a "Designated Zone Organization" for each Enterprise Zone in the City; and

WHEREAS, The herein proposed organization has been recommended by the Department of Economic Development of the City of Chicago as an appropriate Designated Zone Organization for the City's Enterprise Zone IV; now, therefore,

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

SECTION 1. The organization called "Kinzie Industrial Development Corporation" is hereby designated a Designated Zone Organization for the City of Chicago's Enterprise Zone IV.

SECTION 2. The organization called "Kinzie Industrial Development Corporation" satisfies the qualification requirements of Section 3(d) of the Illinois Enterprise Zone Act and Section 201-2 of the Chicago Enterprise Zone Ordinance, in that:

- (1) the members of the organization are substantially all residents of Enterprise Zone IV;
- (2) the board of directors of the organization is elected by the members of the organization;
- (3) the organization satisfies the criteria set forth in Section 501(c)(3) of the Internal Revenue Code of 1954; and
- (4) the organization exists primarily for the purpose of performing within Enterprise Zone IV, for the benefit of the residents and businesses thereof, one or more of the functions set forth in Section 8 of the Illinois Enterprise Zone Act, including among others, the promotion of community welfare and the improvement of housing, business and general living conditions.

SECTION 3. The Zone Administrator shall have the power to suspend the designation of "Kinzie Industrial Development Corporation" if it is determined that this organization has failed, at any time, to maintain the minimum qualification requirements of a Designated Zone Organization under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance. This suspension shall last until it is demonstrated to the satisfaction of the Zone Administrator that these qualification requirements have again been met.

SECTION 4. The functions and powers of "Kinzie Industrial Development Corporation" as a Designated Zone Organization for Enterprise Zone IV shall be those stated in Section 201-7(b) of the Chicago Enterprise Zone Ordinance, except that:

- (1) if other local, state or federal authorizations are needed to perform any function or exercise any power granted herein, those authorizations must be obtained before such functions or powers can be exercised; and
- (2) before any contract, allowed under Section 201-7(b)(3) of the Chicago Enterprise Zone Ordinance, is entered into between the Zone Administrator and the organization, it must first be approved by the City Council.

SECTION 5. The organization called "Kinzie Industrial Development Corporation" shall remain a Designated Zone Organization for Enterprise Zone IV until such time as this status/designation may be terminated by the City Council. The status of "Kinzie Industrial Development Corporation" as a Designated Zone Organization may be terminated at any time by the City Council.

SECTION 6. The Zone Administrator of Enterprise Zone IV shall report to the City Council every two years as to the effectiveness of "Kinzie Industrial Development Corporation" as a Designated Zone Organization.

SECTION 7. This designation of "Kinzie Industrial Development Corporation" shall not prevent the City of Chicago from designating other organizations as Designated Zone Organizations for Enterprise Zone IV.

SECTION 8. This ordinance shall be effective from and after its passage.

APPROVAL OF GREATER ENGLEWOOD LOCAL DEVELOPMENT
CORPORATION AS DESIGNATED ZONE ORGANIZATION
FOR ENTERPRISE ZONE VI.

The Committee on Finance submitted a report that the City Council pass a proposed ordinance transmitted therewith, designating the Greater Englewood Local Development Corporation as a "Designated Zone Organization" for City of Chicago Enterprise Zone VI.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 44.

Nays -- None.

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

Alderman Langford was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

The following is said ordinance as passed:

WHEREAS, The Chicago Enterprise Zone Ordinance, Chapter 201 of the Municipal Code of Chicago, provides in Section 201-7(b) that the City Council may designate one or more organizations as a "Designated Zone Organization" for each Enterprise Zone in the City; and

WHEREAS, The herein proposed organization has been recommended by the Department of Economic Development of the City of Chicago as an appropriate Designated Zone Organization for the City's Enterprise Zone VI; now, therefore,

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

SECTION 1. The organization called "Greater Englewood Local Development Corporation" is hereby designated a Designated Zone Organization for the City of Chicago's Enterprise Zone VI.

SECTION 2. The organization called "Greater Englewood Local Development Corporation" satisfies the qualification requirements of Section 3(d) of the Illinois Enterprise Zone Act and Section 201-2 of the Chicago Enterprise Zone Ordinance, in that:

- (1) the members of the organization are substantially all residents of Enterprise Zone VI;
- (2) the board of directors of the organization is elected by the members of the organization;
- (3) the organization satisfies the criteria set forth in Section 501(c)(3) of the Internal Revenue Code of 1954; and

- (4) the organization exists primarily for the purpose of performing within Enterprise Zone VI, for the benefit of the residents and businesses thereof, one or more of the functions set forth in Section 8 of the Illinois Enterprise Zone Act, including among others, the promotion of community welfare and the improvement of housing, business and general living conditions.

SECTION 3. The Zone Administrator shall have the power to suspend the designation of "Greater Englewood Local Development Corporation" if it is determined that this organization has failed, at any time, to maintain the minimum qualification requirements of a Designated Zone Organization under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance. This suspension shall last until it is demonstrated to the satisfaction of the Zone Administrator that these qualification requirements have again been met.

SECTION 4. The functions and powers of "Greater Englewood Local Development Corporation" as a Designated Zone Organization for Enterprise Zone VI shall be those stated in Section 201-7(b) of the Chicago Enterprise Zone Ordinance, except that:

- (1) if other local, state or federal authorizations are needed to perform any function or exercise any power granted herein, those authorizations must be obtained before such functions or powers can be exercised; and
- (2) before any contract, allowed under Section 201-7(b)(3) of the Chicago Enterprise Zone Ordinance, is entered into between the Zone Administrator and the organization, it must first be approved by the City Council.

SECTION 5. The organization called the "Greater Englewood Local Development Corporation" shall remain a Designated Zone Organization for Enterprise Zone VI until such time as this status/designation may be terminated by the City Council. The status of "Greater Englewood Local Development Corporation" as a Designated Zone Organization may be terminated at any time by the City Council.

SECTION 6. The Zone Administrator of Enterprise Zone VI shall report to the City Council every two years as to the effectiveness of "Greater Englewood Local Development Corporation" as a Designated Zone Organization.

SECTION 7. The designation of "Greater Englewood Local Development Corporation" shall not prevent the City of Chicago from designating other organizations as Designated Zone Organizations for Enterprise Zone VI.

SECTION 8. Upon designation the Designated Zone Organization will enter into a written work plan with the Zone Administrator identifying the performance goals and objectives to be carried out within the zone and the performance criteria by which they shall be evaluated.

SECTION 9. This ordinance shall be effective from and after its passage.

EXECUTION OF REDEVELOPMENT/LOAN AGREEMENT WITH
JEFFERY-CYRIL LIMITED PARTNERSHIP.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a redevelopment/loan agreement with Jeffery-Cyril Limited Partnership in the amount of \$1,000,000 to partially finance the rehabilitation of forty-nine cooperatively owned apartments for low and moderate income families at 7144 South Jeffery Boulevard.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed on November 16, 1988 authorized the submission of an application to the Illinois Development Finance Authority for an Illinois Development Action Grant to promote safe, decent and affordable housing opportunities in the City of Chicago through a loan to The Neighborhood Institute for the rehabilitation of housing; and

WHEREAS, In response to said application the Illinois Development Finance Authority has approved an Illinois Development Action Grant, which provides funds in the amount of \$1,000,000 to the City which may be loaned the Jeffery- Cyril Limited Partnership, an Illinois limited partnership to be formed which will have TNI Development Corporation, an Illinois corporation, which is a wholly owned subsidiary of The Neighborhood Institute, an Illinois not-for-profit corporation and Jeffery Highlands Housing Cooperative, an Illinois not-for-profit corporation to be formed, as its general partners (the "Developer") for the rehabilitation of 49 cooperatively owned apartments for low and moderate income families (the "Project"); now, therefore,

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

SECTION 1. The Mayor or the Commissioner of the Department of Housing ("Commissioner") are each authorized to enter into and execute, on behalf of the City, a Redevelopment/Loan Agreement ("Agreement") by which the City will loan \$1,000,000 to the Developer for the partial financing of the rehabilitation of cooperatively owned housing at 7144 South Jeffery Boulevard. The loan shall be subject to the following terms:

Amount:	\$1,000,000
Interest:	3% per annum
Term:	30 years
Security:	Junior Mortgage
Repayment:	Interested deferred until maturity, 50% of Project cash flow on an annual basis applied to repayment of principal.

SECTION 2. The Mayor or the Commissioner are each further authorized to enter into and execute all other instruments, documents and agreements as may be necessary and proper to effectuate the terms and conditions of the Illinois Development Action Grant and the Agreement.

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

SUBMISSION OF APPLICATION TO UNITED STATES DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT FOR
FUNDING UNDER EMERGENCY SHELTER
GRANTS PROGRAM.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the submission of an application to the United States Department of Housing and Urban Development for funding in the amount of \$1,306,000.00 to help improve the quality of existing emergency shelters for the homeless, et cetera.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, There are currently an estimated twelve thousand to twenty-five thousand homeless individuals in the City of Chicago, a segment of which population takes shelter in interim housing managed by various not-for-profit organizations and funded, in part, by the City of Chicago; and

WHEREAS, The Congress of the United States has enacted the Steward B. McKinney Homeless Assistance Amendments Act of 1988 (PL 100-628) approved November 7, 1988, making appropriations under Subtitle B, the Emergency Shelter Grants Program designed to help improve the quality of existing emergency shelters for the homeless, to help make available additional emergency shelters, and to help meet the costs of operating emergency shelters and of providing certain essential social services to homeless individuals, so that these persons have access not only to safe and sanitary shelter, but also to the supportive services and other kinds of assistance they need to improve their situations; and

WHEREAS, It would be in the public interest of the citizens of the City of Chicago to obtain funds made available pursuant to the above-referenced program; now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago is authorized to sign and submit an application for funds in an amount not to exceed One Million, Three Hundred Six Thousand and no/100 Dollars (\$1,306,000) under the Emergency Shelter Grants Program (the "Program") in accordance with those rules and regulations set forth by the United States Department of Housing and Urban Development and contained in the Code of Federal Regulations, Title 24 Part 576.

SECTION 2. That the Commissioner of the Department of Human Services is authorized to act in connection with such application, to give such assurances and certifications as are necessary in connection therewith, and to provide such additional information as is required.

SECTION 3. That any and all such funds as may be awarded as a result of such application shall be expended, together with such matching funds as required of the City, for the objects and purposes as set forth in the Comprehensive Homeless Assistance Plan.

SECTION 4. That the Commissioner is authorized, subject to the approval of the Comptroller and the Corporation Counsel as to form and legality, to enter into and execute agreements on behalf of the City of Chicago with those organizations and/or City Departments who will be identified as eligible to receive Emergency Shelter Grant Funds.

SECTION 5. That the amounts set forth herein shall be regarded as maximum amounts to be expended and, if the funds awarded under the Program should be less than the One Million Three Hundred Six Thousand and no/100 Dollars requested, that the amounts to be expended shall be reduced proportionately.

SECTION 6. This ordinance shall be effective on and from the date of passage.

COUNTY CLERKS OF COOK AND DU PAGE COUNTIES AUTHORIZED TO
REDUCE 1988 TAX LEVY ON PUBLIC BUILDING COMMISSION
OF CHICAGO BUILDING REVENUE BONDS,
SERIES "B" OF 1971.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the County Clerks of Cook and Du Page Counties to reduce the 1988 Tax Levy on behalf of the City for Public Building Commission of Chicago Building Revenue Bonds, Series "B" of 1971.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago entered into a lease dated June 30, 1971, with the Public Building Commission of Chicago for the construction of two (2) Law Enforcement Facilities, 4th Area Police Headquarters and Courts Facility located at South Kedzie and West Harrison Streets, and 6th Area Police Headquarters and Courts Facility at West Belmont and North Western Avenues, together with twelve (12) other City Facilities under Public Building Commission of Chicago Building Revenue Bonds, Series "B" of 1971; and

WHEREAS, The City of Chicago did by ordinance provide for the levy and collection of a direct annual tax sufficient to pay the rentals due under said lease, as and when the same became due and payable, said lease and said tax levying ordinance having been filed with the County Clerks of Cook and Du Page Counties; and

WHEREAS, Subsequent to the above events, the City of Chicago approved the Public Building Commission of Chicago entering into a lease with the County of Cook for the exclusive use and occupancy of the Court Facilities in said two (2) Law Enforcement Facilities; whereby the County of Cook will pay rent to the Public Building Commission of

Chicago; said rental being approved by the City of Chicago; and the Public Building Commission of Chicago will forthwith give credit to the City of Chicago upon receipt of this rental; and

WHEREAS, In the year 1988, the County has paid the Public Building Commission of Chicago \$368,640 in rental for these facilities, and this amount should be abated; now, therefore,

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

SECTION 1. The County Clerks of Cook and Du Page Counties, Illinois, be and they are hereby directed and authorized to reduce the total amount of 1988 taxes to be extended for the purpose of providing revenue for the payment of rent on behalf of the City of Chicago for Public Building Commission of Chicago Building Revenue Bonds Series "B" of 1971, by the sum of \$368,640, plus reserve for loss and cost of collection of \$19,402, for a total tax abatement of \$388,042 for the year.

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

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

SUBMISSION OF APPLICATION TO ILLINOIS DEPARTMENT OF
ENERGY AND NATURAL RESOURCES FOR TECHNOLOGY
DEMONSTRATION GRANT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the submission of an application for a Technology Demonstration Grant from the Illinois Department of Energy and Natural Resources for the purpose of purchasing vehicles and equipment to implement the City's 1989 Alley/Curbside Recycling Program.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is implementing alley/curbside collection of recyclable materials in various parts of the City in 1989; and

WHEREAS, The collection of this material requires that householders separate recyclable material from refuse; and

WHEREAS, Householders require receptacles in which to place those separated recyclable materials and the City of Chicago requires vehicles to collect those materials; and

WHEREAS, The Illinois Department of Energy and Natural Resources is making available a \$650,000 Technology Demonstration Grant to the City of Chicago for furthering recycling and composting in Chicago, which funds can be used to purchase recyclable material receptacles and recycling collection vehicles; now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago is authorized to apply for a Technology Demonstration Grant in the amount of \$650,000 from the Illinois Department of Energy and Natural Resources for the purpose of purchasing vehicles and equipment to implement the City's 1989 alley/curbside recycling program.

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

AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMIT,
LICENSE FEE EXEMPTIONS AND CANCELLATION
OF EXISTING WATER RATES FOR CERTAIN
CHARITABLE, EDUCATIONAL AND
RELIGIOUS INSTITUTIONS.

The Committee on Finance, to which had been referred on January 18, 1989 sundry proposed ordinances transmitted therewith to authorize the issuance of a free permit, license fee exemptions and cancellation of existing water rates for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances.

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

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

Nays -- None.

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

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

FREE PERMIT.

Northeastern Illinois University.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Northeastern Illinois University, for electrical work on the premises known as 5500 North St. Louis Avenue.

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

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

LICENSE FEE EXEMPTIONS.

Edgewater Presbyterian Church.

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

SECTION 1. Pursuant to Chapter 54, Section 54-15 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Inspectional Services and the Department of Fire, the Edgewater Presbyterian Church, 1020 West Bryn Mawr Avenue, is hereby exempted from payment of the annual occupancy card fee for the year 1989.

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

Saint Ignatius School.

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

SECTION 1. The Department of Revenue is hereby authorized and directed to issue a Public Place of Amusement License, free of charge, to Saint Ignatius School, 6559 North Glenwood Avenue, for the operation of their theater, notwithstanding other ordinances of the City to the contrary, for the year 1989.

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

CANCELLATION OF EXISTING WATER RATES.

All Saints Church.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel water rates in the total amount of \$582.17, charged against All Saints Church, 4550 North Hermitage Avenue.

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

Chicago Historical Society.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel water rates in the total amount of \$411.94, charged against the Chicago Historical Society, 1659 North Clark Street.

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

Portions Of West Washington Boulevard, West

Lexington Street And West Gladys Avenue.

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

SECTION 1. That the Commissioners of Water and Sewers are hereby authorized and directed to cancel water charges in the amount of \$5,789.59 charged to 5049 -- 5063 West Washington Boulevard (25 -- 35 North Leclair Avenue).

SECTION 2. That the Commissioners of Water and Sewers are hereby authorized to cancel water charges in the amount of \$7,249.37 charged to 5042 -- 5052 West Washington Boulevard.

SECTION 3. That the Commissioners of Water and Sewers are hereby authorized and directed to cancel water charges in the amount of \$2,789.37 charged to 3502 -- 3504 West Lexington Street (714 -- 716 South St. Louis Avenue).

SECTION 4. That the Commissioners of Water and Sewers are hereby authorized to cancel water charges in the amount of \$2,903.86 charged to 4355 -- 4357 West Gladys Avenue or 315 -- 317 South Kostner Avenue.

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

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

The Committee on Finance, to which had been referred on January 18, 1989 sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following proposed substitute order:

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

Name And Address	Warrant No. And Type Of Inspection	Amount
Catholic Archdiocese 739 North Wabash Avenue	B1-720205 (Bldg.)	\$ 23.00
Chicago Latin School (various locations)	A1-706928 (Elev.)	30.00
	P1-605580	188.00
	P1-705390	188.00
	P1-605732	245.00
	P1-706808 (Fuel Burn. Equip.)	325.00
Evangelism Outreach Ministries/ Full Gospel Pentecostal Church 213 East 114th Place	R1-816154 (Driveway)	75.00
Galewood Community Church 1776 North Narragansett Avenue	D3-686380 (Parking Sign)	165.00
Grant Hospital (various locations)	B4-600347	57.50
	B4-600571	138.00

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Name And Address	Warrant No. And Type Of Inspection	Amount
	B4-600429	\$ 57.50
	B4-600210	34.50
	B4-600572 (Inst.)	149.50
Jewish Federation of Metropolitan Chicago 1 South Franklin Street	A1-604646 (Elev.)	90.00
Ravenswood Hospital Medical Center (various locations)	B4-600349	46.00
	B4-600349	46.00
	B4-600178	46.00
	B4-600211	92.00
	B4-600350	92.00
	B4-600562	161.00
	B4-600028	80.50
	B4-700033	92.00
	B4-700087 (Inst.)	46.00
Saint Anthony Hospital 2875 West 19th Street	A1-702766 (Elev.)	330.00
	D1-600550	28.00
	D1-600549	28.00
	D1-600551	28.00

Name And Address	Warrant No. And Type Of Inspection	Amount
	D1-710903	\$ 28.00
	D1-600552	28.00
	D1-710904	28.00
	D1-710905	28.00
	D1-710906	28.00
	D1-710907	41.00
	D1-716539 (Sign)	16.00
	P1-604208	795.00
	P1-703853 (Fuel Burn. Equip.)	850.00
South Chicago Parents & Friends, Incorporated 10241 South Commercial Avenue	C2-801917 (Refrig.)	125.00
Valentine Chicago Boys Club 3400 South Emerald Avenue	P1-604750 (Fuel Burn. Equip.)	116.00

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

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

Nays -- None.

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

REDUCTION IN ANNUAL LICENSE FEES FOR SPECIAL POLICE
EMPLOYED BY CERTAIN NOT-FOR-PROFIT INSTITUTIONS.

The Committee on Finance, to which had been referred January 18, 1989, five proposed ordinances authorizing reduction of the annual license fee for special police employed by not-for-profit institutions, submitted a report recommending that the City Council pass said proposed ordinances.

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

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

Nays -- None.

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

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

Goodwill Industries.

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

SECTION 1. Pursuant to Chapter 173, Section 6 of the Municipal Code of Chicago, the following charitable institution employs two special police and shall pay a fee of \$10.00 per license for the year 1989:

Goodwill Industries
2540 West Polk Street.

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

Mary Thompson Hospital.

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

SECTION 1. Pursuant to Chapter 173, Section 173-6 of the Municipal Code of Chicago, the following charitable institution employs eleven special police and shall pay a fee of \$10.00 per license for the year 1989:

Mary Thompson Hospital
140 North Ashland Avenue.

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

Mercy Hospital And Medical Center.

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

SECTION 1. Pursuant to Chapter 173, Section 173-6 of the Municipal Code of Chicago, the following charitable institution employs thirty-five special police and shall pay a fee of \$10.00 per license for the year 1989:

Mercy Hospital and Medical Center
Stevenson Expressway at King Drive.

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

Saint Mary Of Nazareth Hospital Center.

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

SECTION 1. Pursuant to Chapter 173, Section 173-6 of the Municipal Code of Chicago, the following charitable institution employs sixteen special police and shall pay a fee of \$10.00 per license for the year 1989:

Saint Mary of Nazareth Hospital Center
2233 West Division Street.

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

South Chicago Community Hospital.

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

SECTION 1. Pursuant to Chapter 173, Section 173-6 of the Municipal Code of Chicago, the following charitable institution employs twenty-five special police and shall pay a fee of \$10.00 per license for the year 1989:

South Chicago Community Hospital
2320 East 93rd Street.

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

INSTALLATION OF ALLEY LIGHT BEHIND 3464 SOUTH
HALSTED STREET.

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

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light behind the premises known as 3464 South Halsted Street.

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

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

Nays -- None.

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

EXEMPTION OF VARIOUS ORGANIZATIONS FROM PAYMENT
OF ALL CITY PERMIT AND LICENSE FEES
FOR YEAR 1989.

The Committee on Finance submitted a report recommending that the City Council pass three proposed ordinances transmitted therewith, exempting the Illinois Institute of Technology, the Michael Reese Hospital and Medical Center and the University of Chicago Hospitals from payment of all city permit and license fees for the year 1989.

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

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

Nays -- None.

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

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

Illinois Institute Of Technology.

WHEREAS, The Illinois Institute of Technology, an Illinois not-for-profit corporation, has in the past and continues to provide outstanding educational and research services to the citizens of Chicago; and

WHEREAS, The Illinois Institute of Technology is renowned for its educational and research training facilities; and

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

WHEREAS, Due to the size and scope of its activities, the Illinois Institute of Technology incurs numerous city fees associated with but not limited to building permits, inspections, permits, licenses, warrants for collection and water rates from which it is exempt under the aforementioned orders, ordinances and provisions of the Municipal Code of Chicago; and

WHEREAS, The Illinois Institute of Technology is required to submit to the City Council individual orders for each city fee to which it is entitled to an exemption; and

WHEREAS, There is a significant cost and expenditure of time incurred by the Illinois Institute of Technology and the city in processing individual City Council orders exempting the payment of each city fee and the processing of refund checks when a City Council order is not approved prior to the date payment is due and the Illinois Institute of Technology is required to pay the city fee; now, therefore,

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

SECTION 1. That the Illinois Institute of Technology, an Illinois not-for-profit corporation engaged in research, educational and related activities, shall be exempt from the payment of all city fees for the calendar year 1989 including, but not limited to, fees associated with building permits, inspections, permits, licenses, warrants for collection and water rates as well as other fees for which it is entitled to an exemption pursuant to previously adopted City Council ordinances and orders, executive orders and provisions of the Municipal Code of Chicago, which exempt charities, religious and/or educational institutions not conducted for private gain or profit.

SECTION 2. That the Illinois Institute of Technology shall be entitled to refunds for any city imposed fees which it has paid prior to the effective date of this ordinance, and to which it is exempt pursuant to Section 1 of this ordinance without the need for an additional City Council ordinance or order.

SECTION 3. That the Commissioner of Inspectional Services, the Commissioner of Streets and Sanitation, the Commissioner of Public Works, the Commissioner of Sewers, the Commissioner of Water, the Commissioner of Health, the Commissioner of Consumer Services and the Commissioners of all other city departments are hereby directed to issue all necessary permits and licenses and provide other city services as described in Section 1 of this ordinance, free of charge, to the Illinois Institute of Technology; provided, however,

that the Illinois Institute of Technology, shall remain an Illinois not-for-profit corporation engaged in research, educational and related activities.

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

Michael Reese Hospital And Medical Center.

WHEREAS, Michael Reese Hospital and Medical Center, an Illinois not-for-profit corporation, has in the past and continues to provide outstanding medical and research services to the citizens of Chicago; and

WHEREAS, Michael Reese Medical Center is renowned for its medical and research training facilities; and

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

WHEREAS, Due to the size and scope of its activities, Michael Reese Hospital and Medical Center incurs numerous city fees associated with but not limited to building permits, inspections, permits, licenses, warrants for collection and water rates from which it is exempt under the aforementioned orders, ordinances and provisions of the Municipal Code of Chicago; and

WHEREAS, Michael Reese Hospital and Medical Center is required to submit to the City Council individual orders for each city fee to which it is entitled to an exemption; and

WHEREAS, There is a significant cost and expenditure of time incurred by Michael Reese Hospital and Medical Center and the city in processing individual City Council orders exempting the payment of each city fee and the processing of refund checks when a City Council order is not approved prior to the date payment is due and Michael Reese Hospital and Medical Center is required to pay the city fee; now, therefore,

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

SECTION 1. That Michael Reese Hospital and Medical Center, an Illinois not-for-profit corporation engaged in research, medical and related activities, shall be exempt from the payment of all city fees for the calendar year 1989 including, but not limited to, fees associated with building permits, inspections, permits, licenses, warrants for collection and water rates as well as other fees for which it is entitled to an exemption pursuant to previously adopted City Council ordinances and orders, executive orders and provisions of

the Municipal Code of Chicago, which exempt charities, religious and/or educational institutions not conducted for private gain or profit.

SECTION 2. That Michael Reese Hospital and Medical Center shall be entitled to refunds for any city imposed fees which it has paid prior to the effective date of this ordinance, and to which it is exempt pursuant to Section 1 of this ordinance without the need for an additional City Council ordinance or order.

SECTION 3. That the Commissioner of Inspectional Services, the Commissioner of Streets and Sanitation, the Commissioner of Public Works, the Commissioner of Sewers, the Commissioner of Water, the Commissioner of Health, the Commissioner of Consumer Services and the commissioners of all other city departments are hereby directed to issue all necessary permits and licenses and provide other city services as described in Section 1 of this ordinance, free of charge, to Michael Reese Hospital and Medical Center; provided, however, that Michael Reese Hospital and Medical Center, shall remain an Illinois not-for-profit corporation engaged in research, educational and related activities.

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

University Of Chicago Hospitals.

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

SECTION 1. The University of Chicago Hospitals, an Illinois corporation, not for pecuniary profit, located on the south side of Chicago, engaged in medical and related activities, shall be exempt from the payment of all city fees and charges related to the erection and maintenance of hospital buildings and other buildings and fuel storage facilities located in the area bounded by East 58th Street on the north, South Ellis Avenue on the east, East 59th Street on the south and South Cottage Grove Avenue on the west, and the Commissioner of Aviation, the Commissioner of Streets and Sanitation, the Commissioner of Public Works, the Commissioner of Inspectional Services, the Commissioner of Water, the Commissioner of Sewers, the Commissioner of Health, the Commissioner of Consumer Services and the Department of Revenue, are hereby directed to issue all necessary permits and licenses and provide other city services as hereinabove described, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary to the University of Chicago Hospitals for the year 1989.

Said buildings and all appurtenances thereto shall be used exclusively for the charitable and health purposes and the work thereon shall be done in accordance with all of the appropriate provisions of the Chicago City Code and the departmental requirements of various departments of the City of Chicago, and said buildings and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Chicago City Code for issuance of all permits and licenses.

SECTION 2. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 1989.

SECTION 3. That the University of Chicago Hospitals be entitled to refund of all city fees it has paid and to which it is exempt pursuant to Section 1 of this ordinance.

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

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

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

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

Nays -- None.

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

The following is said order as passed:

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

[Regular orders printed on pages 24329 through
24330 of this Journal.]

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REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/01/89

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BENNETT	FIREFIGHTER	ENGINE COMPANY 84	11/11/88	199.50
BERTAGNA	FIREFIGHTER	TRUCK 55	8/28/86	44.75
BOYLE	LIEUTENANT	ENGINE COMPANY 20	11/25/88	374.00
BRESNAHAN	FIREFIGHTER	TRUCK 37	10/04/88	171.50
CHRISTOPHER	FIREFIGHTER	TRUCK 29	12/08/88	164.00
COLLINS	PARAMEDIC	AMBULANCE 12	6/13/88	1435.97
CROSS	ENGINE COMPANY 72	ENGINE COMPANY 72	6/26/88	154.00
DEWSEY	CAPTAIN	ENGINE COMPANY 34	11/21/88	42.00
GLADKOWSKI	FIREFIGHTER	ENGINE COMPANY 120	1/31/79	1014.55
GORNY	FIREFIGHTER	TRUCK 25	1/15/84	3671.43
GRIFFIN	FIREFIGHTER	TRUCK 38	9/02/88	248.00
HOLLAND	CAPTAIN	TRUCK 49	10/21/88	179.15
HOOKER	LIEUTENANT	DISTRICT RELIEF 6	7/13/88	1401.36
HUGO	FIREFIGHTER	ENGINE COMPANY 108	11/30/88	114.75
KRUGHT	PARAMEDIC	DISTRICT RELIEF 6	3/31/88	319.20
KOTLARZ	LIEUTENANT	DISTRICT RELIEF 2	11/28/88	166.81
KWITKA	PARAMEDIC	UNKNOWN	6/17/88	89.55
MARGINEK	FIREFIGHTER	TRUCK 19	11/04/88	313.00
MCGARRY	FIREFIGHTER	TRUCK 19	9/26/88	268.00
MCLARY	PARAMEDIC	AMBULANCE 11	7/18/88	6630.80
MOTTO	FIREFIGHTER	TRUCK 9	8/19/88	252.51
ODONNELL	FIREFIGHTER	SQUAD 2	6/12/88	30.00
ODONNELL	ENGINE COMPANY 71	ENGINE COMPANY 71	8/17/88	1345.12
PADILLA	ENGINE COMPANY 108	ENGINE COMPANY 108	3/06/88	60.00
FABIAN	ENGINE COMPANY 35	ENGINE COMPANY 35	7/29/88	3438.10
FOSS	ENGINE COMPANY 110	ENGINE COMPANY 110	8/25/88	3276.27
RUDLEY	LIEUTENANT	TRUCK 17	1/15/88	272.73
ROONEY	CAPTAIN	TRUCK 33	11/12/88	9398.06
RUSSELL	FIREFIGHTER	ENGINE COMPANY 28	10/09/88	341.50
RYAN	FIREFIGHTER	ENGINE COMPANY 28	12/07/88	75.60
SINGLE	LIEUTENANT	SQUAD 5	8/06/88	20.00
TAGLER	FIREFIGHTER	ENGINE COMPANY 35	2/27/88	170.00
TAMERHILL	FIREFIGHTER	TRUCK 61	11/11/87	218.45
TAYLOR	CAPTAIN	TRUCK 14	11/16/87	131.00
TEVERBAUGH	FIREFIGHTER	TRUCK 21	10/22/88	302.10
TRILLER	ENGINEER	ENGINE COMPANY 93	4/30/88	270.50
WALLACE	FIREFIGHTER	TRUCK 62	6/24/88	214.50
WALLER	PARAMEDIC	DISTRICT RELIEF 6	3/29/87	154.00
WALZ	PARAMEDIC	AMBULANCE 5	7/12/88	222.00
WILLIAMS	FIREFIGHTER	ENGINE COMPANY 117	8/26/88	338.50
WOJTECKI	PARAMEDIC	DISTRICT RELIEF 5	6/23/88	173.00
ZAPFELER	FIREFIGHTER	SQUAD 5	8/25/88	209.00
	LIEUTENANT	TRUCK 14		

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/01/89

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ANDERSON	POLICE OFFICER	FIRST DISTRICT	10/16/88	269.80
AUGUSTYN	POLICE OFFICER	SEVENTH DISTRICT	10/23/88	339.33
BICKNIGH	POLICE OFFICER	FIRST DISTRICT	10/27/88	267.50
BLAKE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/24/88	143.95
BRYANT	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	10/04/88	733.00
BURCH	POLICE OFFICER	SEVENTH DISTRICT	10/26/88	176.50
CONDREVA	POLICE OFFICER	SEVENTH DISTRICT	7/03/88	45.00
FULLER	POLICE OFFICER	SIXTEENTH DISTRICT	10/27/88	587.00
GABRIEL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/03/88	124.35
JACOB	POLICE OFFICER	FIRST DISTRICT	5/29/88	773.75
JAKS	POLICE OFFICER	FOURTEENTH DISTRICT	8/27/88	185.75
JANEZ	POLICE OFFICER	NARCOTIC SPECIAL ENFORCEMENT	7/13/88	103.00
JANSON	POLICE OFFICER	EIGHTEENTH DISTRICT	9/23/88	7.00
KAUFMAN	POLICE OFFICER	SIXTH DISTRICT	10/01/88	204.50
KELLY	POLICE OFFICER	SEVENTH DISTRICT	10/25/88	375.00
KING	POLICE OFFICER	SECOND DISTRICT	9/30/88	219.25
KUCONIS	POLICE OFFICER	SEVENTEENTH DISTRICT	9/07/88	570.00
LAWRENCE	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	10/06/88	455.00
LUBE	POLICE OFFICER	TWELFTH DISTRICT	10/16/88	187.58
MAKOWSKI	POLICE OFFICER	TWELFTH DISTRICT	8/30/88	145.00
MCCARTHY	POLICE OFFICER	NINTH DISTRICT	10/15/88	283.00
MCDERMOTT	POLICE OFFICER	SEVENTEENTH DISTRICT	10/26/88	71.09
MCNEALD	POLICE OFFICER	SIXTH DISTRICT	8/09/88	100.00
PISTERZI	POLICE OFFICER	NARCOTIC SPECIAL ENFORCEMENT	10/18/88	4130.67
FURTELL	POLICE OFFICER	NINTH DISTRICT	8/04/88	300.00
ROY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/20/88	57170.88
SARGENT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/01/88	52.00
SCHURY	POLICE OFFICER	NINTH DISTRICT	10/10/88	284.00
SCHWIEGER-SCINECA	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/20/88	92.50
SCINECA	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISTR	10/03/88	260.40
SCURAVACCO	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	10/25/88	186.00
SCOTT	POLICE OFFICER	THIRD DISTRICT	10/06/88	156.00
SERAFINI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/11/88	110.85
SEUFFER	POLICE OFFICER	THIRTEENTH DISTRICT	10/28/88	1749.00
STECZKOWSKI	POLICE OFFICER	ELEVENTH DISTRICT	10/03/88	350.00
SPARLICH	POLICE OFFICER	FIFTH DISTRICT	10/16/88	157.50
SFERANDO	POLICE OFFICER	NINTH DISTRICT	10/13/88	336.00
STEWART	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/24/88	127.50
STUCKER	POLICE OFFICER	SIXTEENTH DISTRICT	10/30/88	68.50
SULLIVAN	POLICE OFFICER	FIRST DISTRICT	10/20/88	59.50
SWANIGAN	POLICE OFFICER	SEVENTEENTH DISTRICT	10/17/88	1261.00
TOWN	POLICE OFFICER	TRAINING DIVISION	9/18/86	2057.00
VALLEYFIELD	POLICE OFFICER	FIFTH DISTRICT	10/08/88	306.64
WAGNER	POLICE OFFICER	EIGHTEENTH DISTRICT	10/06/88	192.00
WASHINGTON	POLICE OFFICER	GARG CRIMES ENFORCEMENT DIVISI	10/14/88	472.00
WEGNER	POLICE OFFICER	TENTH DISTRICT	10/16/88	321.00
ZYDOMIJCZ	POLICE OFFICER	SEVENTH DISTRICT	10/15/88	198.00
AUBURN	FIREFIGHTER	TRUCK 18	9/12/87	42.00
BASILE	POLICE OFFICER	ENGINE COMPANY 126	3/06/88	167.00

(Continued from page 24328)

; and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the expense in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third Party orders printed on page 24332
of this Journal.]

Placed On File-- REPORT OF SETTLEMENTS OF SUITS
AGAINST CITY DURING MONTH OF
NOVEMBER, 1988.

The Committee on Finance submitted a report recommending that the City Council place on file a communication from the Department of Law concerning matters in which cases were settled and/or judgments entered for the month of November, 1988.

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

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/01/89

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CESARIO	POLICE OFFICER	NINETEENTH DISTRICT	9/06/88	1157.48
KAFFEL	POLICE OFFICER	EIGHTEENTH DISTRICT	10/01/88	290.50
KOSIEMICZ	POLICE OFFICER	EIGHTH DISTRICT	10/01/88	507.50
LIEBER	POLICE OFFICER	SIXTH DISTRICT	10/22/88	1727.50
NELIGAN	POLICE OFFICER	FIRST DISTRICT	10/03/88	389.00
STEFFAN	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	10/26/88	145.00
RODRIGUEZ	PARAMEDIC	AMBULANCE 22	3/31/88	203.60

COMMITTEE ON AVIATION.

EXECUTION OF VIDEO GAME ROOM CONCESSION LICENSE
AGREEMENT WITH M & R GAMES, INCORPORATED
AT CHICAGO O'HARE INTERNATIONAL
AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, January 31, 1989.

To the President and Members of the City Council:

Your Committee on Aviation to which was referred an ordinance from the Department of Aviation, to execute on behalf of the City of Chicago a Video Game Room Concessions Agreement for M & R Games, Inc., to operate two video game room concessions at Chicago O'Hare International Airport, having had same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

Alderman Burke was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, ("City") owns, controls and operates the Chicago O'Hare International Airport ("Airport") in Chicago, Illinois, and possesses the power and authority to grant certain rights and privileges with respect thereto, including those hereinafter set forth; and

WHEREAS, M & R Games, Inc., an Illinois corporation, ("Licensee") desires to operate two Video Game Room Concessions at the Airport; and

WHEREAS, Licensee represents that it is ready, willing and able to conduct the operation of such concessions at the Airport; and

WHEREAS, City has determined that Licensee is qualified to conduct Video Game Room Concessions at the Airport; and

WHEREAS, City deems it in the public interest and beneficial to itself and to its operation of the Airport to grant unto Licensee a license to operate said concessions and the rights and privileges herein set forth; now, therefore,

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago a Video Game Room Concessions Agreement for certain premises at the Chicago O'Hare International Airport, said Agreement to be substantially in the following form, or with such changes as authorized by the Commissioner of Aviation, as set forth in Exhibit A which is attached hereto and made a part hereof.

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

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

Concession License Agreement.

This Agreement made this _____ day of _____, 19____, by and between the City of Chicago, a municipal corporation and home rule unit of government under the Constitution of the State of Illinois by and through its Department

of Aviation (hereinafter referred to as "Licensor") and M & R Games, Inc., an Illinois corporation (hereinafter referred to as "Licensee").

Witnesseth:

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

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

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

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

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

Part I -- Special Provisions.

Section 1.

Premises.

A. Premises. Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, does hereby grant unto Licensee upon the conditions hereinafter set forth, all of which Licensee accepts, the following space (sometimes referred to herein as "Concession Operations Space") located on the Airport property to be used for the purpose of operating two (2) video game room concessions and for no other purpose:

Space No. 2A-242-U1 consisting of 630(00) square feet, in Terminal Building 2 (Exhibit A); and Space No. 3A-00-U3 consisting of 630 square feet, in Terminal Building 3 (Exhibit B).

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

C. Additional Operations. The Commissioner of Aviation of the City of Chicago ("Commissioner") reserves the right to request that Licensee operate such additional locations at the Airport may become available and that the Commissioner may designate during the term of this Agreement on the same terms and conditions set forth herein except the Minimum Guarantee License Fees (as hereinafter defined) set forth in Section 3 shall be increased proportionately based on the additional space; provided there is sufficient time to amortize Licensee's investment in capital improvements for such additional locations.

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

Section 2.

Term.

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

- (a) The sixtieth (60th) day after approval of this Agreement by the City Council of the City of Chicago ("Commencement Date"); or
- (b) The date of beneficial occupancy ("Operation Date"), which shall be the first date that the concession is open to the public, and shall continue thereafter for a period of five (5) years, unless sooner terminated or cancelled as hereinafter provided.

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

In the event Licensee shall, with the consent of the Licensor, hold over and remain in possession of the granted Premises after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement,

but shall only create an occupancy from month-to-month on the same terms, conditions, and covenants, including consideration, herein contained.

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

Section 3.

License Fee.

A. Fixed, Percentage, Minimum and Additional Fees to be Paid. Subject to the provisions and covenants contained in Section 11, during the term of this Agreement, Licensee agrees to pay Licensor the following fee:

- (1) Annual Fixed License Fee. A license fee of Fifty-five Dollars (\$55.00) per square foot per annum ("Fixed License Fee") for the Premises upon Section 1 (A), and at the same rate for any additional space granted under this Agreement.
- (2) Minimum Guarantee License Fee/Percentage License Fee. The greater amount of:
 - (a) An annual minimum percentage license fee (the "Minimum Guarantee License Fee") of \$166,400 per annum for the period beginning on the Operations Date and ending 365 days thereafter. During the remainder of the term of this Agreement, the minimum annual percentage fee shall be an amount equal to 80% of the actual amount paid in the previous year as Percentage License Fee, but in no case is the Minimum Guarantee License Fee (as hereinafter defined) for a subsequent year to be less than \$166,400 or the direct proportion of that amount that the elapsed time bears to a full year in the case that the final portion of this Agreement or any extension of this Agreement, is not a full year.
 - (b) Percentage License Fee. A percentage license fee of 50% of the gross receipts per annum derived by Licensee from operations at the Airport ("Percentage License Fee").

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

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

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

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

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

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

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

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

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

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

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

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

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

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales and rents reported to the City of Chicago by M & R Games, Incorporated, an Illinois corporation, for the year ended _____ relating to the Video Game Room concession operations at Chicago-O'Hare International Airport pursuant to an Agreement between the City of Chicago and M & R Games, Incorporated dated _____. Our examination was made in

accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

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

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

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

Section 4.

General Description Of The Concession.

A. Merchandise. Licensee shall have the right to operate two (2) video game room concessions at the Airport and in connection therewith shall have the right to and shall sell items subject to the limitations set forth below. Licensee shall engage in no other business activity on the Airport or Premises and shall not sell items other than those enumerated below on the basis indicated without written authorization of the Commissioner.

Licensee shall be permitted to sell and shall sell on a nonexclusive basis those items set forth in Exhibit _____ attached hereto.

Licensee also shall not place or install any racks, stands or display of merchandise or trade fixtures directly on the boundaries or outside the boundaries of the Licensed Premises without the prior consent of the Commissioner.

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

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

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

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

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

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

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

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

Section 5.

Investment By Licensor And Licensee.

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

All such improvements, decor and equipment as are applicable to the areas designated on Exhibits _____ as are specified hereinafter as the responsibility of Licensee shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensor, in the minimum amount of Eighty Dollars (\$80.00) per square foot.

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

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

(1) Demising Partitions:

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

(2) Ceilings:

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

(3) Flooring:

Carpet in project standard pattern No. 2.

(4) Heating, Ventilation and Air-Conditioning:

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

(5) Fire Protection:

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

(6) Lighting:

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

(7) Electrical Outlets:

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

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

(8) Telephone:

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

In these same spaces Licensee will provide:

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

C. Improvements, Equipment and Decor Installation by Licensees at the Airport:

- (1) Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession areas more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the Airport and shall be not less than or equal to other quality stores at other Airports. All work shall be done in a good and workmanlike manner with materials of the highest quality.
- (2) Complete plans and specifications, including the choice and types of all materials to be used in the work, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner, and shall meet all local building codes and ordinances.
- (3) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the concession shall be subject at all times to inspection by Licensor. Licensee shall give or cause to be given to the Commissioner and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications and shall maintain all necessary and adequate insurance coverages as may be reasonably determined by Licensor.
- (4) Licensee shall at all times throughout the term hereof maintain the improvements and all other portions of the Premises in good and serviceable condition and repair except structural maintenance, which shall be the responsibility of Licensor pursuant to Section 9 of this Agreement.
- (5) Licensee shall keep the Premises and the improvements and facilities constructed thereon free and clear of any and all mechanics' and materialmen's liens. Licensee may in good faith contest the validity of any lien, provided that it supplies Licensor with such bond or other security Licensor deems acceptable.
- (6) In the event that all or part of the Premises are reasonably required for Airport purposes that are neither capricious nor arbitrary prior to the expiration of this Agreement, the Commissioner may upon sixty (60) days advance written notice to Licensee, direct Licensee to vacate the same provided that Licensor, within sixty (60) days after Licensee's removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures and improvements constructed and installed upon the Premises required to be vacated; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof. Licensor will use its best efforts to provide comparable substitute space. In this event, Licensor shall adjust

proportionately the Fixed License Fee and the Minimum Guarantee License Fee specified in Section 3 (A) in amounts proportional to reflect the increased or decreased square footage. Licensee shall have the right to accept or reject any substitute areas proposed by Licensor.

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

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

Section 6.

Concessionaire's Bond.

At the time of the execution hereof, Licensee shall, at its own expense, execute and deliver to the Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety or irrevocable letter of credit, if applicable, to Licensor, in the sum of Eighty-three Thousand Two Hundred Dollars (\$83,200.00) which bond or irrevocable letter of credit shall guarantee faithful performance of each and every provision of this Agreement.

Section 7.

Notices.

Notices of Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to Commissioner, Department of Aviation, 20 North Clark Street, Chicago, Illinois 60602, and notice to Licensee if sent by certified mail, postage paid, addressed to Licensee at 222 South Riverside Plaza, Suite 2000, Chicago, Illinois 60677, or to such other addresses as the parties may designate to each other in writing from time to time. Notice shall be deemed given on the date such notice is deposited in the United States mails.

Part II -- General Provisions.

Section 8.

Services To Be Performed By Licensee.

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

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

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

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

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

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

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

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

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

Section 9.

Services To Be Performed By Licensor.

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

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

Section 10.

Quality And Price Control.

A. Merchandise. Licensee's initial schedule of merchandise items to be offered for sale from the Premises, and the prices to be charged therefor, shall be delivered to Licensor prior to commencement of this Agreement. Licensee shall offer for sale only goods of premium quality. For such goods, Licensee shall charge fair and reasonable prices. When an item has a suggested retail price premarked and established by the manufacturer or distributor, Licensee shall not charge the public a price higher than such suggested retail premarked price. When an item has no suggested retail price or premarked price, the item shall be sold at a price not higher than the average price charged for the same or substantially similar items at two similar high quality retail establishments in the Chicago area selected solely by the Commissioner. Licensee's initial schedule of merchandise items to be offered for sale from the Premises, and the prices to be charged

therefor, shall be delivered to Licensor prior to commencement of this Agreement. Thereafter, prices may be decreased or increased as mutually agreed by Licensee and Licensor. In the event that Licensee adds merchandise items, Licensee shall submit to Licensor not less than annually a schedule of such new merchandise items it proposes to be offered for sale on the granted Premises and the prices to be charged therefore. Thereafter, subject to the Commissioner's approval as to the sale of such new merchandise, prices for such new items may be decreased or increased in the same manner as aforesaid. If, in the opinion of the Commissioner, the selection of items offered is inadequate, if the merchandise is not of high quality, if any of said prices, charges and rates are excessive or if any of said items is found to be objectionable for display and/or sale in a public facility, the Commissioner shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices and quality within thirty (30) days of being advised in writing by the Commissioner shall be cause for default by Licensor, under the provisions of Section 24.

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

Section 11.

Interruptions, Reduction And Cancellation Of Operations.

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

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

- (1) The permanent abandonment of the Airport by Licensor.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the entire Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.

Section 12.

Property Rights Upon Termination.

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

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

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

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

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

*Section 13.**Damage Or Destruction Of Premises.*

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

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

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

mutually agreed upon date and Licensee shall thereupon surrender the affected concessions operations to Licensor.

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

Section 14.

Insurance.

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

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

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

- (1) To name as Additional Insured the City of Chicago, the Department of Aviation and its members, and all of the officers, agents, and employees of each of them.
- (2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies Shall Be Endorsed To Provide:

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

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

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

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

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

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

Section 15.

"First Source" Agreement.

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

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

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

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

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

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

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

F. If, at any time during this Agreement, the Director of M.E.T., or designee, determines that Licensee has failed to use its best faith efforts to comply with the First Source requirement of this Agreement, the Director of M.E.T., or designee, shall notify in writing ("Noncompliance Determination Notice") Licensee of the basis for the determination and request Licensee's response to said Noncompliance Determination Notice. The Noncompliance Determination Notice shall specifically state each violation. Licensee shall specifically respond in writing to Licensor within ten (10) days after the date of the Noncompliance Determination Notice and show cause why such determination should not be sustained. The Director of M.E.T. shall review Licensor's response and shall make a determination on whether the Noncompliance Determination shall be sustained, in whole or part, and in the event of noncompliance may assess against Licensee liquidated damages

in an amount of dollars not to exceed \$1,000.00 per violation or order such remedial action as said Director may deem appropriate. In the event Licensee disputes the Director's determination of Licensee's failure to use its best efforts to comply with the First Source requirements of this Agreement, Licensee may within ten (10) days after the date of such notice of noncompliance request that the matter be referred to a review panel for final determination. Failure to request a review of the Director's determination within the time specified herein shall be deemed an acceptance of Director's determination and a waiver of Licensee's rights to contest such determination by administrative, judicial or other appeal. Upon Licensee's timely request, a three person review panel will be organized and shall be comprised of one representative selected by Licensee, one representative selected by Director of M.E.T., and a third representative who shall be mutually acceptable to the arbitrators selected by Licensee and the Director of M.E.T. This review panel shall determine only the issue in each instance of whether or not the Licensee has failed to proceed in good faith in its rejection or refusal to employ a referred applicant. The determination of the review panel shall be the final determination and shall not be subject to administrative, judicial or other appeal. All costs of review shall be shared equally by Licensor and Licensee.

Section 16.

Indemnity.

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

Section 17.

Inspections.

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

Section 18.

Ingress And Egress.

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

Section 19.

Assignment And Subletting.

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

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

Section 20.

Signs.

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

Section 21.

Redelivery.

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

Section 22.

Subject To Airline Agreements, Nondiscrimination And

F.A.A. Requirements.

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

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

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964 -- 1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, et seq.; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, et seq., and all amendments to those Statutes and Executive Orders and Regulations of the United States

Departments of Labor, Transportation, and Health, Education and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A; and to Executive Order 85-2 issued by Mayor Harold Washington.

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

The Department of Aviation requires the review and approval of the format of all contracts, agreements and other covenants with Minority and/or Women Business Enterprises, as defined in Executive Order 85-2. Such review and approval shall not be unreasonably withheld. Any changes (including termination) in said contracts, agreements and covenants shall be immediately reported to the Commissioner of Aviation, in writing. Further, the Department of Aviation requires the submission of an annual Affirmative Action Plan outlining hiring practices, plans, etc., including listing, within E.E.O.C. designated categories, of the number of current employees and anticipated hires.

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

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

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

Section 23.

Non-Waiver.

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

Section 24.

Default.

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

1. Licensee shall fail duly and punctually to pay any and all fees due hereunder, or to make any other payment required hereunder, when due to Licensor; or
2. Licensee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or of any state thereof, or consent to the appointment of a receiver, trustee or liquidator of any or substantially all of its property; or
3. A petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, shall be filed against Licensee and shall not be dismissed within sixty (60) days after the filing thereof; or
4. By order or decree of a court, Licensee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if Licensee is a corporation, by any of the stockholders of Licensee seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof; or
5. By or pursuant to, or under authority of, any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of Licensee, and such possession or control shall continue in effect for a period of fifteen (15) days; or

6. The interest of Licensee under this Agreement shall be transferred, without the approval of Licensor, by reason of death, operation of law, assignment, sublease, or otherwise, to any other person, firm or corporation; or
7. Licensee shall voluntarily abandon, desert or vacate any part of the Premises or discontinue its operations thereat; or
8. Any lien shall be filed against the Premises or Licensee's interest hereunder because of any act or omission to act of Licensee, and shall not be discharged by Licensee or contested in good faith by proper legal proceedings commenced within thirty (30) days after receipt of notice thereof by Licensee; or
9. Licensee shall fail to keep, perform and observe each and every promise, covenant and agreement set forth in this Agreement and such failure shall continue for a period of more than thirty (30) days after delivery by Licensor of a written notice of such breach or default, except where fulfillment of its obligation requires activity over a period of time and Licensee has commenced in good faith to perform whatever may be required for fulfillment within thirty (30) days after receipt of notice and continues such performance without interruption except for causes beyond its control; or
10. Licensee shall use or give its permission to any person to use any portion of airport, terminal buildings or Premises used by Licensee under this Agreement for any illegal purpose; or
11. Licensee shall be in default under any other agreement with Licensor.

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

1. Terminate this Agreement without prejudice to any other remedy or right of action for arrearages of license fees under Article 3; or
2. Allow this Agreement to continue in full force and effect and to enforce all of Licensor's rights and remedies hereunder, including, without limitation, the right to collect rent as it becomes due together with interest thereon at the rate of one and one-half percent (1-1/2%) per month.

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

In the event of any termination based on a default, Licensor shall have the option at once and without further notice to Licensee to enter the Premises and take exclusive possession of same. Licensor may remove or store any personal property located therein, at the sole

cost and expense of Licensee without Licensor being liable to Licensee for damage or loss thereby sustained by Licensee.

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

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

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

Section 25.

Monetary Damages.

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

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

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

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

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

Section 26.

Fines.

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

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

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

*Section 27.**Independence Of Agreement.*

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

*Section 28.**Rules, Regulations, Laws, Ordinances And Licenses.*

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

for its operations at the Airport. Licensee further agrees to pay all taxes imposed by law on the property or its operations.

Section 29.

Paragraph Headings.

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

Section 30.

Invalid Provisions.

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

Section 31.

Prohibition Of Recordation.

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

Section 32.

No Personal Liability.

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

Section 33.

Construction Of Agreement.

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

Section 34.

No Leasehold Interest.

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

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

[Signatures forms omitted for printing purposes.]

[Exhibits "A" and "B" attached to this Agreement printed
on pages 24364 through 24365 of this Journal.]

EXECUTION OF RESTAURANT CONCESSION LICENSE AGREEMENT
WITH MIDWAY AIRPORT CONCESSIONAIRES
AT CHICAGO MIDWAY AIRPORT.

The Committee on Aviation submitted the following report:

(Continued on page 24366)

Exhibit "A".

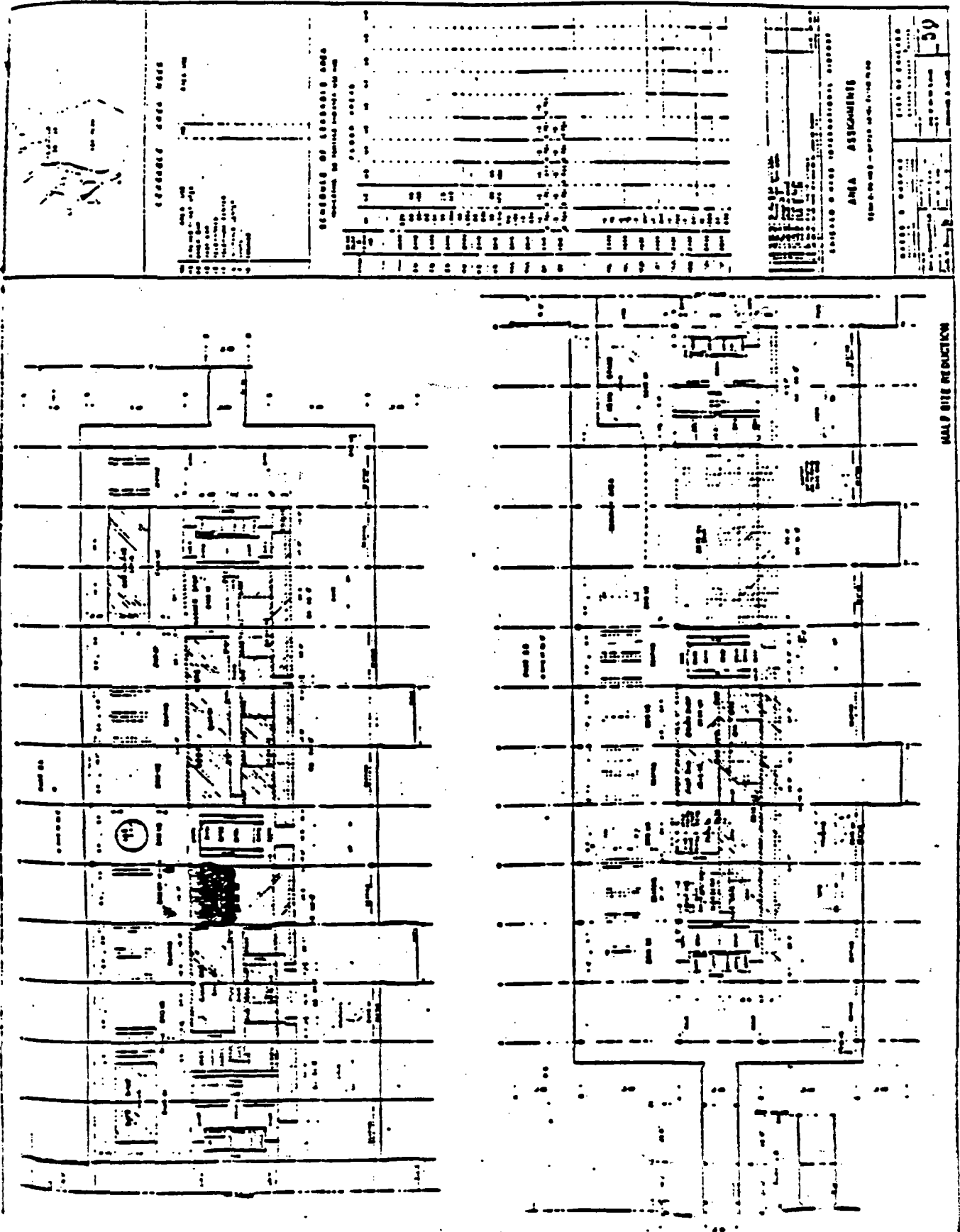
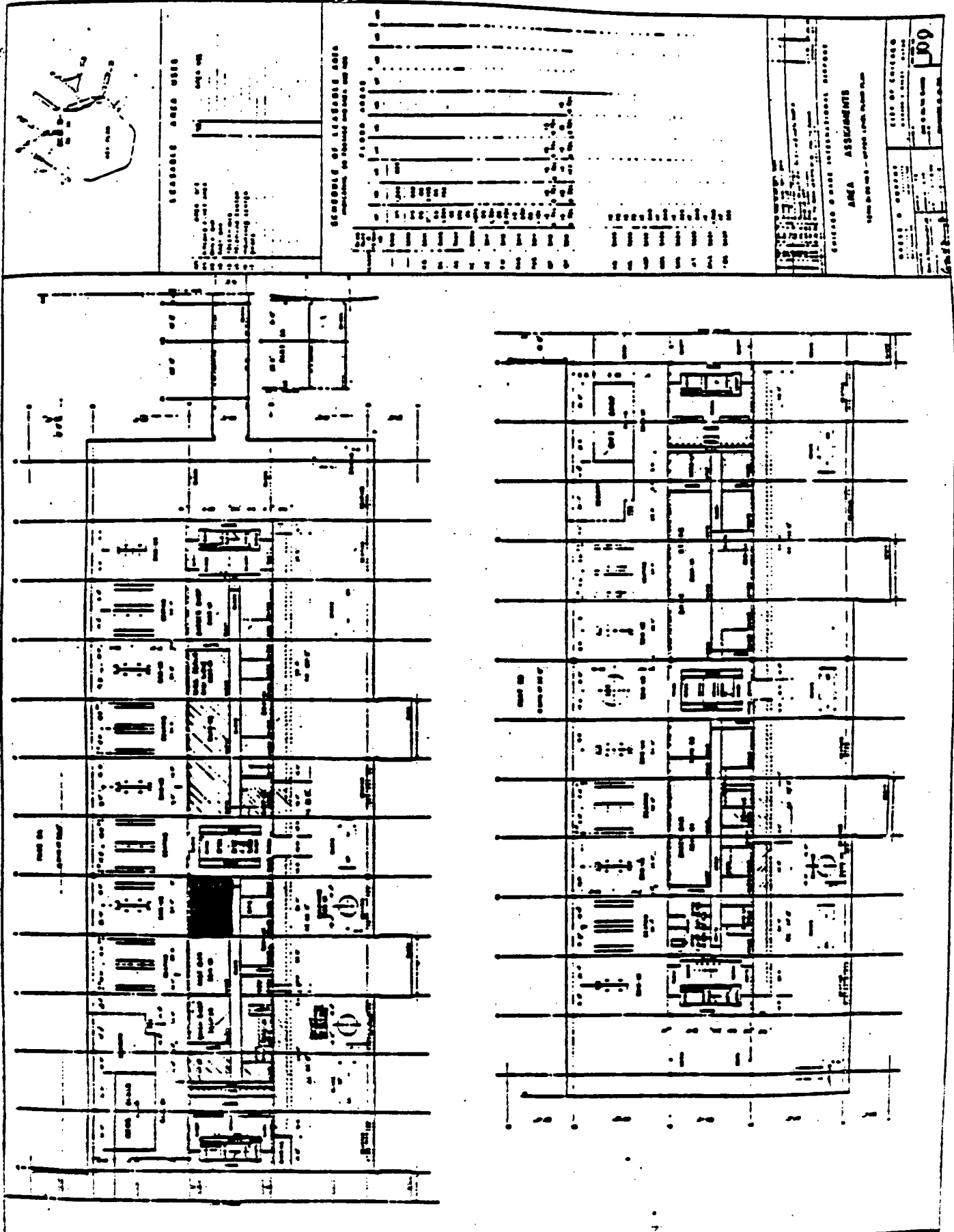


Exhibit "B"



(Continued from page 24363)

CHICAGO, January 31, 1989.

To the President and Members of the City Council:

Your Committee on Aviation, to which was referred an ordinance from the Department of Aviation, to execute on behalf of the City of Chicago a Restaurant Concession Agreement with Midway Airport Concessionaires for certain premises at Chicago Midway Airport with M.A.R.I., etc., having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, ("City") owns, controls and operates Chicago Midway Airport in Chicago, Illinois, and possesses the power and authority to grant certain rights and privileges with respect thereto, including those hereinafter set forth; and

WHEREAS, The City entered into a Midway Airport Restaurant Concession License Agreement (the "M.A.R.I. Agreement") dated December 1, 1982, with Midway Airport Restaurant, Incorporated ("M.A.R.I."), such M.A.R.I. Agreement having been authorized by the City Council on December 1, 1982 (C.J. pages 13843 -- 13866); and

WHEREAS, The M.A.R.I. Agreement provides that at the expiration of the Agreement's five year term, M.A.R.I. is to be given an opportunity to continue to operate the food and beverage concession operation at the Airport on at least equal terms as those proposed by others; and

WHEREAS, M.A.R.I. intends to assign all of its rights, obligations and interest under the M.A.R.I. Agreement to the Vito Corporation ("Vito"), including but not limited to its rights to be given an opportunity to continue to operate the food and beverage concession operation at the Airport on at least equal terms as those proposed by others; and

WHEREAS, Vito intends to assign to Licensee (as that term is defined below) all of its rights, obligations and interests under the M.A.R.I. Agreement including but not limited to its rights to be given an opportunity to continue to operate the food and beverage concession operation at the Airport on at least equal terms as those proposed by others; and

WHEREAS, In order to promote greater minority business enterprise participation, a joint venture partnership known as Midway Airport Concessionaires has been created between Airport Restaurant Management, Incorporated, a minority owned business, and Vito, and said joint venture is to be the Licensee ("Licensee") under the Agreement authorized by this ordinance; and

WHEREAS, Licensee desires to continue to operate the food and beverage concession operation at the Airport, and agrees to operate such concession on at least as equal terms to those proposed by others in response to City's October 1987 Request For Proposals; and

WHEREAS, The City deems it advantageous to itself and to its operation of the Airport to enter into the Restaurant Concession License Agreement with Licensee; now, therefore,

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

SECTION 1. The recitals set forth above are incorporated herein and made a part hereof as if fully set forth hereinbelow.

SECTION 2. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago, a Restaurant Concession Agreement ("Agreement") with Midway Airport Concessionaires for certain premises at Chicago Midway Airport, said Agreement to be substantially in the form set forth in Exhibit A attached hereto, with those changes as may be authorized by the Commissioner of the Department of Aviation.

SECTION 3. The assignments from M.A.R.I. to Vito and from Vito to Licensee are hereby authorized subject to approval by the Commissioner of Aviation with the advice of the Corporation Counsel.

SECTION 4. The Commissioner of Aviation, prior to execution of the Agreement is hereby authorized to demand and obtain additional waivers, agreements, covenants and any other documents or instruments to be executed or procured by any party mentioned in this ordinance or the owners thereof, deemed necessary by the Commissioner of Aviation,

with the advice of the Corporation Counsel, to effect the transactions contemplated by this ordinance.

SECTION 5. That this ordinance shall be in full force and effect upon, from and after its passage.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

Concession License Agreement.

This Agreement made this _____ day of _____, 19____, by and between the City of Chicago, a municipal corporation and home rule unit of government under the Constitution of the State of Illinois by and through its Department of Aviation (hereinafter referred to as "Licensor") and Midway Airport Concessionaires, a partnership, comprised of, Vito Corporation, an Illinois corporation, ("Vito") and Airport Restaurant Management, Incorporated, an Illinois corporation ("A.R.M.I.") (said partnership hereinafter referred to as "Licensee").

Witnesseth:

Whereas, Licensor owns and operates the airport, containing a terminal building and certain terminal concourses in which retail sales areas are located, known as Chicago Midway Airport (hereinafter referred to as "Airport"), situated in the City of Chicago, County of Cook, State of Illinois; and

Whereas, pursuant to a certain Midway Airport Restaurant Concession License Agreement, dated December 1, 1982, ("M.A.R.I. Agreement") Midway Airport Restaurant, Incorporated ("M.A.R.I.") has been operating a food and beverage concession operation at the Airport; and

Whereas, the M.A.R.I. Agreement provided that the term of said M.A.R.I. Agreement was for a period of five (5) years; provided, however, that upon certain notice given by M.A.R.I. to the Licensor, at the expiration of the term M.A.R.I. would be given the first opportunity of continuing to operate a food and beverage service at the Airport on the same terms and conditions as proposed by others; and

Whereas, M.A.R.I. notified the Licensor in accordance with the M.A.R.I. Agreement that it desires to obtain from Licensor a license to continue to operate a food and beverage concession operation with certain privileges and rights in the Airport terminal building and concourses and has agreed to operate such concession on at least as equal terms as other proposals which were submitted to the Licensor pursuant to a certain Request For Proposals, dated October, 1987; and

Whereas, in order to promote greater minority business enterprise participation, a partnership has been created consisting of A.R.M.I., a minority business enterprise, and Vito, and said partnership is the Licensee under this Concession License Agreement ("Agreement"); and

Whereas, M.A.R.I. has or will assign all of its rights, obligations and interest to Vito under the M.A.R.I. Agreement, including but not limited to its right to be given the first opportunity to continue to operate a food and beverage service at the Airport on the same terms and conditions as proposed by others; and

Whereas, Vito has or will assign all of its rights, obligations and interests in the M.A.R.I. Agreement including but not limited to its right to be given the first opportunity to continue to operate a food and beverage service at the Airport on the same terms and conditions as proposed by others, to Licensee; and

Whereas, Licensor and Licensee desire to provide for greater minority business enterprise participation in Licensee's operation at the Airport, and therefore, Licensee will operate its business in a manner to increase minority and women business enterprise participation in all of its business operations at the Airport; and

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

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

Whereas, the M.A.R.I. Agreement is hereby terminated and this Agreement shall supersede the M.A.R.I. Agreement as the existing Agreement between the Licensor and Licensee;

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

Part I -- Special Provisions.

Section 1.

Premises.

A. Premises. Licensor, for and in consideration of the covenants and agreements hereinafter set forth, all of which the Licensee accepts, does hereby grant unto Licensee,

the right and privilege to engage in food and beverage operations within certain space and areas located on the Airport property to be used for the purpose of operating a food and beverage concession and for no other purpose. Such space and areas as set forth in Exhibits A, B, C and D attached hereto and made a part hereof (the "Premises") as hereinafter defined is to consist of both existing space at the Airport and certain space to be developed by the Licensee in accordance with Section 6 hereof.

1. Section A. New Concession Area. The terminal area directly behind the current security booths entering Concourses A and B of the Airport shall be developed into a food and beverage concession area. The area currently encompasses 450 square feet of existing space. The area will be developed by the Licensee in accordance with Section 6 of this Agreement so that the total concession space area of Section A shall consist of 3,330 square feet as further shown in Exhibit _____. This area, both currently and after development may include a full service bar or lounge serving alcoholic beverages, it being expressly understood and agreed that the primary liquor operations are expected to take place on the concourses and in Section C.

2. Cafe Volare. The Licensee shall operate this facility in its present condition as a food and beverage concession only until a new facility is completed and operational as described in Section 6 of this Agreement.

3. Section C. The food and beverage facility is presently known as "Shipwreck Kelley's" adjacent to Concourse C. Section C -- Shipwreck Kelley's shall be downsized from 6,018 square feet to approximately 4,060 square feet. The current facilities are to be demolished and redeveloped by the Licensee in accordance with Section 6; Licensor recommends that a lounge-type seating area be considered for this section of the terminal. The redeveloped area should include a bar serving alcoholic beverages and some type of fast-food limited service restaurant. A variety of food items should be offered to serve a wide range of the traveling public, from the early morning traveler to the late night traveler. During the redevelopment period, the Licensee shall set up temporary food and beverage operations in this area. Plans for the development of this and all other areas shall be subject to the approval of the Commissioner of Aviation.

The Licensee shall restore the remaining portion of Shipwreck Kelley's which will not be utilized for food and beverage concession operations. This area consists of approximately 1,958 square feet and shall be restored in a condition acceptable for public access (new flooring, ceiling tiles, etc.) in accordance with Section 6.

4. Concourse A. The current food and beverage facilities, consisting of a 1,415 square feet snack bar, 320 square feet snack bar, and a 320 square feet cocktail bar will be maintained and operated by Licensee. The facilities will be initially assigned to Licensee in an "as is" condition.

5. Concourse B. The current food and beverage facilities, consisting of an 810 square feet seafood bar and 405 square feet cocktail bar will be maintained and operated by Licensee. The facilities will be initially assigned to Licensee in an "as is" condition.

6. Concourse B. Consists of 1,215 total square feet. At the present time this space is leased to Midway Airlines, Incorporated. However, the Licensor has initiated discussions with Midway Airlines, Incorporated to relocate their offices, which presently occupy this space, to another location in the terminal. The Licensor makes no guarantee that this space will be available for occupation by Licensee at any time.

The above space and areas are collectively referred to herein as ("Concession Operations Space"). The specific areas of the Concession Operations Space are particularly shown and more fully described in Exhibits A, B, C and D attached hereto and made a part hereof.

In addition, Licensor does hereby grant unto Licensee the right and privilege to use the following space (sometimes referred to herein as "Concession Storage Space") to be used as storage areas for said concession and for no other purpose. Space _____ consisting of 1,120 square feet in Section C and _____ in Concourse A. The Concession Storage Space shall be licensed to Licensee in an "as is" condition and Licensee may, at its own cost and expense, make the improvements it deems necessary to utilize the Concession Storage Space fully. The specific areas of the Concession Storage Space is particularly shown on Exhibits A, B, C and D attached hereto and made a part hereof (the Concession Operations Space and the Concession Storage Space are collectively referred to herein as the "Premises").

C. Purpose/Operating Rights. Licensor grants to Licensee an exclusive privilege, to operate a food and beverage concession in the present terminal building and Concourses A and B at Airport, and for no other purpose whatsoever. "Exclusive" is further described and defined in Section 4 hereof.

Section 2.

Term.

The term of this Agreement shall commence immediately upon execution of this Agreement by the parties ("Commencement Date"); and shall continue thereafter for a period of five (5) years, unless sooner terminated or cancelled as hereinafter provided.

Upon expiration of this Agreement, the Licensor shall grant Licensee a two year renewal option if Licensee has performed during the initial five year term in accordance with terms and conditions of this Agreement, including but not limited to timely payments of fees, to the reasonable satisfaction of the Commissioner of the Department of Aviation. It is understood and agreed that the mere non-occurrence of an event of default shall not be deemed performance by the concessionaire to the reasonable satisfaction of the Commissioner of the Department of Aviation. At the conclusion of the two year renewal, the Licensor at its sole discretion may grant the Licensee an additional two year renewal. No later than 120 days prior to the expiration date of the initial term of this License Agreement shall, if that is the case, give notice to the Commissioner of Aviation of his

desire to seek a two year renewal of the Agreement. The Commissioner of Aviation shall respond to such request in writing within 60 days of receipt.

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

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

Section 3.

License Fees.

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

(1) Annual Fixed License Fee. A license fee of Fifteen Dollars (\$15.00) per square foot per annum ("Fixed License Fee") for the Premises under Section 1 (A), and at the same rate for any additional space granted under this Agreement.

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

(a) Minimum Guarantee License Fee. An annual Minimum Guarantee License Fee (the "Initial Minimum Guarantee License Fee") of One Million Four Hundred Thousand and no/100 Dollars (\$1,400,000) for the period beginning on the Commencement Date and ending 365 days thereafter. During the remainder of the term of this Agreement, the annual Minimum Guarantee License Fee shall be an amount equal to 80% of the actual amount paid in the previous year as Percentage License Fees, but in no case is the Minimum Guarantee License Fee for a subsequent year to be less than the Minimum Guarantee License Fee for the initial year or the direct proportion of that amount that the elapsed time bears to a full year in the case that the final portion of this Agreement or any extension of this Agreement, is not a full year.

(b) Percentage License Fee. A Percentage License Fee of 25% of the gross receipts of food and non-alcoholic beverages sales per annum derived by

Licensee from operations at the Airport ("Food and Beverages Percentage License Fee"). A Percentage License Fee of 25% of the gross receipts of alcoholic beverages sales per annum derived by Licensee from operations at the Airport ("Alcoholic Beverages Percentage License Fee"). In no event shall the total amounts paid during any given year under components one (1) and two (2) of Section 3A License Fees, shall exceed 25% of gross sales.

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

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

Licensee, within twenty (20) days of the end of said calendar month, shall furnish a separate monthly report certified by an officer of Licensee, of gross receipts by categories (Food and Non-Alcoholic Beverages and Alcoholic Beverages) at each location at the Airport and the number of transactions which correspond to the gross receipts by location, to the City Comptroller and the Commissioner of Aviation ("Commissioner"). The form of said monthly report will be provided by Licensor to Licensee in advance of the Commencement Date.

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

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

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

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

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

F. Books, Records and Audits. Licensee shall maintain at its office in Chicago or make available in Chicago within forty-eight (48) hours of being requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner and the City Comptroller or their duly authorized representatives, at reasonable times during business hours, and such representatives of Licensor shall be permitted to make copies and excerpts therefrom, at Licensee's expense as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder. Alternatively, Licensee may at its option, provide transportation and other related expenses for a representative of Licensor to examine Licensee's books and records maintained at a location other than in the City of Chicago.

Within one hundred twenty (120) days of the signing of this Agreement, Licensee shall furnish Licensor with a written statement indicating Licensee's election to report either on a calendar year or on a fiscal year basis; such letter shall explain Licensee's fiscal year if

elected. Within one hundred twenty (120) days after the close of each calendar or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, Licensee will provide Licensor with "Statement of Sales, Fees and Number of Transactions" representing sales, fees and number of transactions by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. Licensee must inform Licensor of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to the Licensor.

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

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales and rents reported to the City of Chicago by _____ of the year ended _____ relating to the food and beverage concession operations at Chicago Midway Airport pursuant to an Agreement between the City of Chicago and _____, dated _____. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

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

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

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

Section 4.

General Description Of The Concession.

A. Food and Beverage. Licensee shall have the right to operate food and beverage concession operations at the Airport and in connection therewith shall have the right to and shall sell only food and beverage items in the locations and to the extent and manner and subject to the limitations set forth hereinbelow. The Licensee shall engage in no other business activity at the Airport or Premises and shall not sell items other than those enumerated below on the basis indicated without the written consent of the Commissioner of Aviation:

- (1) The operation of restaurants for the service of food, beverages and alcoholic beverages;

- (2) The operation of snack bars and fast-food shops to serve sandwiches, hamburgers, hot dogs, coffee, milk, soft drinks and limited alcoholic beverages (beer and wine) to complement the food service, and other items customarily sold in snack bars and fast-food shops;
- (3) The operation of cocktail lounges for the sale and consumption of alcoholic beverages, soft drinks and limited food items (e.g. sea food bar, taco bar, etc.);
- (4) The operation of satellite operations, beverages and liquor service with locations to be determined by the Commissioner of Aviation; and
- (5) The operation of cigarette vending machines only within snack bars and liquor bars to be operated only during such hours when the present and any future newsstand concession location is closed for the purpose of selling specified items as are approved by the Commissioner of Aviation. Provided, however, that Licensee may operate cigarette vending machines at any time if such machines are not placed within a 300 feet radius of any present or future newsstand concession location.

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

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

C. Operation of Premises. Licensee understands and agrees as a material condition of this Agreement that it shall use its best efforts to display and sell food and beverage items representative of Chicago and the Chicagoland area and that concession operations at the Airport should reflect the City's geographical diversity in both the Licensee's displays and food and beverage offerings.

Not less than one hundred percent (100%) of the Premises shall be used at all times through the term of this Agreement as area for the storage, preparation, display and sale of food and beverage items and seating of patrons.

Licensee understands and agrees that its operation under this Agreement is a service to airline passengers and the users of the Airport, and that Licensee shall conduct its operation in a first-class, businesslike, efficient, courteous, and accommodating manner. The Commissioner shall have the right to make reasonable objections to the quality of food and beverage items sold, the character of the appearance and condition of the Premises.

Licensee agrees to promptly discontinue or remedy any such objectionable practice. Failure to comply with the foregoing shall constitute a material breach of this Agreement.

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

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

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

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

Section 5.

Organizational Structure.

The Licensee shall, at its own expense, assign and maintain an adequate staff of competent personnel (including any subcontractors which are to be performing services) which staff shall be fully equipped and qualified to perform the services required herein. Said staff shall include, but not be limited to such named persons and positions (including named persons and positions of any and all subcontractors) which are identified in the organization chart attached hereto and incorporated by reference herein as Exhibit E. All "Key Personnel", as hereinafter defined, shall be committed to performing under this Agreement for the duration of the Agreement and any extensions thereto, except as replacement or substitution may be permitted under this Section 5. The Licensee shall not reassign or replace "Key Personnel", without the prior written consent of the Commissioner. For purposes of this Agreement, "Key Personnel" shall include the following named persons:

Vito Episcopo

Tim Rand.

The Licensor reserves the right to interview and approve any other of Licensee's personnel and any subcontractors' personnel to be performing under this Agreement or to disapprove the continuing assignment of personnel performing under this Agreement. The Licensor reserves the right to direct the Licensee to remove any personnel or subcontractor from the performance of any of the services or work provided herein, and to reject nominations for replacement of Key Personnel. If a Key Person as set forth above, or subcontractor is deemed necessary to the performance of this Agreement and such individual or subcontractor for whatever reasons cannot continue to perform under this Agreement, the Licensee shall provide replacement personnel or subcontractor acceptable to the Licensor within sixty (60) days, such acceptance shall not be unreasonably withheld or delayed. In any case where substitute personnel are permitted under this Agreement, the Licensee shall bear the full cost of retraining or educating personnel whose replacement has been necessitated by this Agreement.

The Contractor shall incorporate the above provisions into all of its agreements with its various subcontractors who are to be performing work or services under this Agreement.

Section 6.

Investment By Licensee.

A. Capital Improvements By Licensee. Licensee hereby agrees to expend not less than Two Million, Five Hundred Thousand Dollars (\$2,500,000) in capital improvements during the prescribed construction period as described in the attached Construction Schedule attached hereto and made a part hereof as Exhibit F. Licensee shall furnish to Licensor a financing commitment in a form acceptable to the Commissioner of the Department of Aviation as evidence of its ability to complete the proposed capital improvements. Licensor and Licensee acknowledge that Licensor is in the process of developing a master plan for potential terminal renovation and/or rehabilitation. The parties further agree that the scope and nature of the capital improvements contemplated by this section shall be consistent with any such master plan which may be developed and that all proposed improvements shall be developed concurrently with the plan. Licensor and Licensee shall use reasonable efforts to make timely performance of their responsibilities as described in Section 6 of this Agreement.

B. Renovation. Licensee agrees, as a necessary condition of this Agreement, to completely remodel, furnish and equip the "Premises" concession operation areas designated as described in Section 1. The remodeling and/or construction of concession operation areas is to begin within thirty (30) days after the Commencement Date and shall be completed within six months after such Commencement Date. Licensee shall commence

new construction in accordance with the Construction Schedule set forth on Exhibit F. Failure to complete construction within such time as set forth above, may in the discretion of the Commissioner, result in termination of this Agreement.

All such improvements, decor and equipment as are applicable to the areas to be renovated pursuant to this Agreement are the responsibility of Licensee and shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense.

Upon completion of the capital improvement program, Licensee shall provide Licensor a statement certified by its architect, setting forth the total construction and/or refurbishment costs, the appropriate detail showing the cost elements of fixed improvements, fixtures, furnishings and equipment. Licensee shall make available to Licensor at Licensor's request, receipted invoices for labor and materials covering all construction and/or remodeling costs, furnishings, fixtures and equipment. The minimum investment may not include financial costs, interest, inventory, pre-opening expenses or intra-company charges related to construction (except architectural and engineering charges which shall not exceed 15% of total construction costs). If the said investment cost is less than ninety-five percent (95%) of the minimum amount stated in the preceding paragraph, the difference will be paid to Licensor within sixty (60) days after completion of construction.

The Licensee shall make available at its office in the Chicago area, at all reasonable times the materials described above, for examination, audit or reproduction.

The Licensor may retain the services of an independent appraiser to audit and certify the construction costs associated with this project. In this regard, Licensor and auditor shall have the right to examine and audit books, records, documents and other evidence and accounting procedures and practices, sufficient to reflect properly all construction costs claimed to have been incurred or anticipated to be incurred in performing this contract. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost data submitted. Documents containing cost information shall be shown separately for each food and beverage facility at the Airport and for the entire project. If the independent appraiser determines that the investment is less than the minimum required, the difference, as well as Licensor's cost of hiring such independent appraiser, will be paid to Licensor by Licensee within sixty (60) days of the appraiser's determination.

The Licensee shall select construction subcontractors (including suppliers) on a competitive bid basis to the maximum extent consistent with the objectives and requirements of the Agreement. A minimum of three (3) bids shall be required.

C. Improvement, Equipment and Decor Installed by Licensee:

- (1) Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession areas more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such

respects with those of the Airport and shall be equal to or greater than other quality stores found at Chicago-O'Hare International Airport. All work shall be done in a good and workmanlike manner with materials of the highest quality.

- (2) Complete plans and specifications, including the choice and types of all materials to be used in the work, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner and shall meet all local building codes and ordinances.
- (3) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the concession shall be subject at all times to inspection by Licensor. Licensee shall give or cause to be given to the Commissioner advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications and shall maintain all necessary and adequate insurance coverages as may be reasonably determined by Licensor.
- (4) During the period of construction, Licensee shall employ the services of a full time (on-site) construction manager or consultant to coordinate, monitor, enforce and insure project requirements and costs, including structural, mechanical and electrical work.
- (5) Licensee shall reimburse the Licensor for the Licensor's cost of reviewing said plans and specifications or other related engineering services with respect to the work as well as the Licensor's cost of reviewing the Licensee's performance of this Agreement. All such cost shall be paid by the Licensee within ten (10) days after receiving a written notice from the Licensor.
- (6) Licensee shall at all times throughout the term hereof maintain the improvements and all other portions of the Premises in good and serviceable condition and repair except structural maintenance of the existing facilities, which shall be the responsibility of Licensor. During the period of the Agreement, the Licensee shall be responsible for the maintenance, repair or replacement of all fixed improvements and the maintenance, repair or replacement of all operating facilities within the Premises and all other operating facilities outside the Premises which serve only the Premises, which may include, but is not limited to vents and ducts; transformers; refrigeration equipment; air handling (H.V.A.C.) systems; electrical equipment and systems; mechanical equipment and systems; cables and conduit; fire, life, and safety systems; all glass; including glass partitions separating the Premises from other Airport premises.
- (7) Licensee shall keep the Premises and the improvements and facilities constructed thereon free and clear of any and all mechanics' and materialmen's liens. Licensee may in good faith contest the validity of any

lien, provided that it supplies Licensor with such bond or other security Licensor deems acceptable.

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

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall be responsible for maintaining all fixed improvements, fixtures, furnishings and equipment in good condition. Licensee shall not demolish, replace or modify fixed improvements or remove fixtures, furnishings and equipment already in place unless approved by Licensor in writing in advance thereof. Licensee shall deliver to the Commissioner detailed plans and specifications for all the work. Not in limitation of the foregoing, Licensee shall obtain prior approval from the Commissioner 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.

F. Relocation, Contraction or Expansion of Assigned Premises. At any time prior to the expiration of the term of this Agreement or any renewal thereof, the Licensor may require the Licensee to relocate the Premises or any portion thereof to a different site(s) ("Relocation Site(s)") at the Airport, which Relocation Site(s) shall be of equivalent size and comparable location to the vacated site(s), except that the Licensor shall not require the Licensee to relocate any of the Premises for the purpose of providing space for any other private and for-profit use of the site(s); provided, however, the Licensor may require the Licensee to relocate any site(s) to a Relocation Site(s) at the Airport pursuant to the provisions of this section if such site(s) is to be used by an airline for its direct use and operation. The Licensee shall not be required to vacate any site(s) on a temporary or permanent basis under this Agreement until such time as the Relocation Site(s) is completed and ready for beneficial occupancy by the Licensee. To the extent relocation is required by the Licensor, the Licensor shall pay any and all costs associated with the Licensee's relocation to the Relocation Site(s) of installed improvements, or the installation of new improvements, which improvements shall be substantially equivalent to the improvements in the vacated site(s).

In the event of a relocation or contraction of the Premises, the Licensee shall remove from the Premises, within thirty (30) days receipt of notice from the Licensor of such relocation or contraction, all furnishings and equipment installed by the Licensee as the Commissioner may require.

In the event of a relocation of all or a portion of the Premises from one location to another, or contraction of the Premises, the Licensor at its sole option may elect either:

- (A) to buyout any one or more of the following categories of improvements including but not limited to:

-- fixed improvements, fixtures, furnishings and equipment.

- (1) Fixed Improvements -- build-out of bays (in-fills), walls, glass partitions, doors, flooring, ceiling tile, connections to existing utility systems, heating, air conditioning, and ventilating systems, etc;
- (2) Fixtures -- counters, attached shelving units, bar, sinks, lighting, grill/vent hoods, etc;
- (3) Furnishings -- tables and chairs, booths, bar stools, drapery, table cloths, etc;
- (4) Equipment -- refrigerators/freezers, stove, grill, dishwasher, storage racks, utensils, etc.

The buyout for fixed improvements, fixtures, furnishings and equipment will be for a price not to exceed the lesser of (i) the original cost at the date of installation, or (ii) the fair market value at date of installation for used furnishings and equipment, less depreciation calculated on a straight line basis for a five (5) year period of the actual time to the nearest complete month that the same have been in use. Allowable costs to be amortized are defined in Section 6H. The statement of costs agreed to under Section 6B for those categories covered under this Section 6 F.A. will be used to show the actual sum expended; or

- (B) to abate the Minimum Guarantee License Fee and Percentage License Fee proportionately in the following manner:

the equivalent of the average percentage derived by adding (i) the proportionate percentage that the Gross Receipts for the vacated portion of the Premises for the previous three (3) months immediately preceding the relocation represents of the total Gross Receipts for the portion of the Premises for said period and (ii) the percentage that the square footage for the vacated portion of the Premises represents of the total square footage for all Premises and then by dividing the result of such addition by two (2) from the date of such damage until such time as the damaged portion of the Premises is available for beneficial occupancy or a Relocation Site(s) is made available to Licensee for beneficial occupancy as a substitute for such damaged portion of the Premises. The applicable Percentage License Fee shall continue to be paid during this period.

G. Additional Space. The Commissioner reserves the right to require and may, but shall not be obligated to, require the Licensee to operate such additional locations at the Airport that may become available and that the Commissioner may designate during the term of

this Agreement on the same terms and conditions set forth herein except the Fixed License Fee and the annual Minimum Guarantee Licensee Fee set forth in Section 3A shall be increased proportionately based on the additional space; provided, there is sufficient time to amortize the Licensee's investment in capital improvements for such additional locations.

To the extent that new Terminal Space is developed during the initial term of this Agreement and any extensions or renewals thereto, the City shall have the right to demand that Licensee operate additional locations and make improvements necessary thereto to be determined in the sole discretion of the Commissioner of Aviation. Should Licensee refuse to do so, the City, without being in violation of this Agreement, shall be entitled to offer to a third party, space in such new terminal space for purposes of operating a food, beverage and alcoholic beverage concessions and to enter with such third party into a concession agreement.

H. Amortization of Fixed and Operating Facilities. The Licensee shall be allowed to amortize the cost of all fixed improvements, fixtures, furnishings and equipment on a straight line basis over a five (5) period.

For purposes of amortization, allowable costs shall include construction and material costs, fixtures, furnishings, equipment, architectural and engineering fees, taxes and freight costs directly attributable to the project.

For purposes of amortization, nonallowable costs shall include all in-house expenses, including in-house architectural and engineering costs, legal expenses. This Section 6(G) only applies to initial capital improvements as provided in Exhibit F.

Section 7.

Financial Guarantee And Payment Bonds.

At the time of the execution hereof, Licensee shall, at its own expense, execute and deliver to the Comptroller a Financial Guarantee Bond satisfactory to the City Comptroller with an approved corporate surety or irrevocable letter of credit, if acceptable to Licensor, in an amount of \$1,000,000 which irrevocable letter of credit shall guarantee faithful performance of each and every provision of this Agreement.

At the time of the execution hereof, Licensee shall, at its own expense, execute and deliver to the Comptroller a Payment Bond satisfactory to the City Comptroller with an approved corporate surety or irrevocable letter of credit in form and substance acceptable to the City of Chicago from a banking institution approved by the City Comptroller, if acceptable to Licensor, in an amount equal to twenty-five percent (25%) of the total amount of the capital improvement program which bond or irrevocable letter of credit shall guarantee successful completion of the capital improvement program and to guarantee payment to all subcontractors and suppliers of the Licensee on the capital improvement

work. The payment bond or irrevocable letter of credit shall be submitted to the City at the time the Agreement is executed.

Section 8.

Licensee's Warranties And Representation.

In the event that the Licensee is comprised of more than one individual or other legal entity (or combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Licensee, notwithstanding any agreement between the members of the Licensee to the contrary, shall be the joint and several obligation of each such individual or other legal entity. In connection with the execution of this Agreement, the Licensee further represents and warrants:

(a) the Licensee is comprised of two corporations duly organized, validly existing and in good standing under the laws of the State of Illinois; and which has all requisite corporate power and authority to carry on its business and to enter into this Agreement and to perform its obligations hereunder, and that it will continue to be duly authorized to perform its obligations under this Agreement; and

(b) that it is financially solvent, experienced in and competent to perform the services required under this Agreement, that the facts stated or shown in any papers submitted or referred to in connection with this Agreement, and this Agreement, and any subsequent additions thereto, are true and that the Licensee is legally authorized to execute and perform this Agreement; and

(c) Licensee is a partnership ("Partnership") consisting of A.R.M.I., an Illinois corporation, and Vito Corporation, an Illinois corporation; which partnership shall be known as Midway Airport Concessionaires ("M.A.C."); and

(d) Vito and A.R.M.I. have entered into a Partnership Agreement, which, is true, complete and accurate and reflects the only agreements and understandings of the parties thereto (an executed copy of the Partnership Agreement shall be provided the City immediately upon its execution by the parties), and it will not be modified, amended or altered without the prior written consent of the City. Said Partnership Agreement shall not in any way conflict with the terms of this Agreement. The City shall not be obligated to execute this Agreement until the Partnership Agreement has been approved by the Commissioner of Aviation; and

(e) not less than one hundred percent (100%) of A.R.M.I. shall, during the Term and any renewals of this Agreement, be owned by a "Minority", as that term is defined in City of Chicago Executive Order Number 85-2, April 3, 1985. A.R.M.I. shall obtain certification as an M.B.E. from the City of Chicago; and

(f) not less than fifty percent (50%) of the partnership shall be owned by A.R.M.I. during the Term and any renewals of this Agreement; and

(g) A.R.M.I. shall file on a timely basis such documents and reports as may be required by the City pursuant to Executive Order 85-2 and the rules and regulations promulgated thereunder by the City's Department of Purchases which are required to maintain minority business enterprise certification; and

(h) that no elected official, officer, agent or employee of the City of Chicago has a financial interest directly or indirectly in this Agreement or the compensation to be paid hereunder; and

(i) the representation and warranties contained in this Section 8 shall be unchanged and in full force and effect during the Term and any renewal thereof.

Section 9.

Notices.

Notices of Licensor provided for herein shall be sufficient if sent by certified registered mail, postage prepaid, addressed to Commissioner, Department of Aviation, 20 North Clark Street, Chicago, Illinois 60602, and notice to Licensee if sent by certified mail, postage paid, addressed to Licensee Midway Airport Concessionaires at 5800 South Cicero Avenue, Chicago, Illinois 60638 or to such other addresses as the parties may designate to each other in writing from time to time. Notice shall be deemed given on the date such notice is deposited in the United States mails.

Part II -- General Provisions.

Section 10.

Services To Be Performed By Licensee.

A. Hours of Operation. The Food and Beverage Concession Operation at the Airport shall remain open to serve the public at least seventeen (17) hours a day from 6:00 A.M. to 11:00 P.M. local time, seven (7) days per week; provided, however, that if the Commissioner deems it necessary, Licensee agrees to remain open for longer periods as directed in writing by said Commissioner.

B. Type of Operation. The Licensee shall operate the concession in accordance with the highest standards of this type of operation at Chicago- O'Hare International Airport. Licensee shall at all times comply with the Physical Inspection Standards set forth as Exhibit G attached hereto and made a part hereof. Food and beverage offered for sale shall be top quality, dispensed in compliance with all applicable federal, state and local laws,

ordinances and regulations. All food and beverage available for sale shall be subject to inspection at all times by the City, and shall be removed from stock immediately by Licensee if found to be objectionable by the Commissioner. The service at all times shall be prompt, clean, courteous and efficient.

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

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

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

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

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

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

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

I. Maintenance. Licensee shall at its own expense maintain the Premises, all of its fixed improvements and trade fixtures, enclosure walls and doors in good order and repair,

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

J. Utilities -- Heating and Air-Conditioning. Licensor shall provide at no cost to the Licensee, reasonable and normal requirements of heat, air-conditioning, and ventilation through the central duct system as it currently exists at the Airport. Licensee shall provide the additional heating and cooling as described below at its own expense:

1. Licensee shall provide a separate/dedicated heating, air-conditioning and ventilating system for the build-out of space in Section A of the Airport.
2. Licensee shall provide separate/dedicated heating, air-conditioning and ventilating system(s) for the development of the additional 1,200 square feet of food and beverage space on Concourse B.
3. Licensee shall conduct an evaluation of the heating, ventilating, and air-conditioning systems in the redevelopment of food and beverage concession space on Concourse A and Section C (currently known as Shipwreck Kelley's).

Licensee will be required to pay for utility services which are necessary for Licensee's operations, including natural gas, electricity, water and sewerage. Licensee shall install and maintain all necessary utility meters at its own cost and expense. Licensee shall study the capacity constraints of the central duct system at the Airport and provide for additional heating and cooling where Licensee deems necessary.

Licensee shall be responsible for the connection to and/or extension of those utility lines (both existing and new) which service Premises. The utility lines include, but are not limited to hot and cold water, gas, electricity, fire, life and safety systems; sanitary and domestic waste; steam and roof drainage, grease traps and drain lines and other utilities deemed necessary for Licensee's operations.

Where the utility lines are solely for the use of the Licensee, the Licensee shall be solely responsible for the maintenance, repair and replacement of the utility lines from the Premises up to the City's main system or shut-off valves.

K. Maintenance Schedules. Licensee is to prepare and maintain on a current basis, preventative maintenance schedules on all mechanical, electrical, steam and plumbing systems and provide copies of such schedules, upon request, to the Licensor. The Licensor may make inspections as often as it considers necessary to determine the proper maintenance of the Premises.

L. Licensee shall obtain as its sole responsibility, at no cost to the City, any and all permits, licenses, and other governmental approvals which may be necessary for the Licensee to perform the services under this Agreement.

Section 11.

Quality And Price Control.

A. Food and Beverage Items. Licensee shall offer for sale only goods of premium quality. For such goods, Licensee shall charge fair and reasonable prices. An item shall not be sold at a price higher than the average price charged for the same or substantially similar items at two (2) other high quality food and beverage establishments in other airports selected solely by the Commissioner. Licensee's initial schedule of food and beverage items to be offered for sale from the Premises, and the prices to be charged therefore, shall be delivered to Licensor prior to commencement of this Agreement.

In the event that Licensee adds food and beverage items, Licensee shall submit to Licensor not less than annually a schedule of such new food and beverage items it proposes to be offered for sale on the Premises and the prices to be charged therefore. Thereafter, subject to the Commissioner's approval as to the sale of such new food and beverage, prices for such new items may be decreased or increased in the same manner as aforesaid. If in the opinion of the Commissioner, the selection of items offered is inadequate, if the food and beverage is not of high quality, is any of said prices, charges and rates are excessive or if any of said items is found to be objectionable for display and/or sale in a public facility, the Commissioner shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices and quality within thirty (30) days of being advised in writing by the Commissioner shall cause the Licensee to be in default under the provisions of Section 25.

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

Section 12.

Interruptions, Reduction And Cancellation Of Operations.

In the event of an interruption or reduction in concession services beyond the control of Licensee, including but not limited to acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline

service except as provided below, riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion, revolutions, civil war, hostilities, war, the declaration of existence of a national emergency and conditions arising therefrom, and reduction in passenger levels, and such interruption or reduction of services results in the reduction in gross receipt of thirty percent (30%) in the Premises based on the previous three (3) months' average sales, Licensor agrees that the obligation of License for payment of the Minimum Guarantee License Fee shall be retroactively suspended proportionately after a thirty (30) day period in direct relation to gross receipts generated by each affected location and such suspension shall continue until such time as the gross receipt obtains a level equal to eighty percent (80%) of the gross receipts for such location during the three (3) month period preceding the suspension. The Percentage License Fee and the Fixed License Fee shall not be affected.

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

- (1) The permanent abandonment of the Airport by Licensor.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the entire Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.

Section 13.

Property Rights Upon Termination.

Title to all decorative work, fixed improvements, fixtures, furnishings and equipment of such a nature as cannot be removed without substantial damage to the terminal building and concourses shall vest in Licensor at the expiration or earlier termination of this Agreement. At the date of expiration or earlier 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 food and beverage concession in said terminal building and concourses uninterruptedly. Licensee further agrees to sell any or all of Licensee's furnishings and equipment installed or used upon said Premises by Licensee to the Licensor, or any interest thereto which Licensee may have, should the Licensor notify the Licensee in writing within ten (10) days before such termination date that the Licensor desires to purchase any or all of said furnishings and equipment. In the event the Licensor exercises its option to purchase any or all of said furnishings, 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.

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

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

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

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

Section 14.

Damage Or Destruction Of Premises.

A. Partial Destruction of Premises. In the event improvements on the Premises are partially damaged by any casualty covered under an insurance policy required to be maintained pursuant to this Agreement, then Licensee shall repair such damage as soon as reasonably possible and this Agreement shall continue in full force and effect. In the event improvements on the Premises are damaged by any casualty not covered under an insurance policy required to be maintained pursuant to this Agreement, then Licensor may, at Licensor's option, either (a) repair such damage as soon as reasonably possible at Licensor's expense, in which event this Agreement shall continue in full force and effect, or (b) give written notice to Licensee within thirty (30) days after the date of occurrence of such damage of Licensor's intention to cancel and terminate this Agreement with respect to the affected areas as of the date of the occurrence of the damage; provided, however, that if such damage is caused by an act or omission to act of Licensee, its agents, servants or employees, then Licensee shall repair such damage promptly at its sole cost and expense. In the event Licensor elects to terminate this Agreement pursuant hereto, Licensee shall

have the right within ten (10) days after receipt of the required notice to notify Licensor in writing of Licensee's intention to repair such damage at Licensee's expense, without reimbursement from Licensor, in which event this Agreement shall continue in full force and effect and Licensee shall proceed to make such repairs as soon as reasonably possible. If Licensee does not give such notice within the ten (10) day period, this Agreement shall be cancelled and terminated as of the date of the occurrence of such damage. Licensor shall not be required to make reparation for any injury or damage by fire or other cause, or to make any restoration or replacement of any panelings, decorations, office and trade fixtures, partitions, railings, ceilings, floor covering, equipment, machinery or fixtures or any other improvements or property installed in the affected Premises by Licensee or at the direct or indirect expense of Licensee. Licensee shall be required to restore or replace same in the event of damage.

B. Total Destruction of Premises. If the improvements in any single concession area or the entire Premises are totally destroyed during the term of this Agreement by any cause whether or not covered by the insurance required herein (including any destruction required by any authorized public authority), the affected Premises shall be withdrawn from the appropriate Exhibits, as applicable and shall no longer be concession areas or storage areas, and the Agreement shall not apply to the affected Premises as of the date of total destruction. Licensor shall not be required to make reparation for any injury or damage by fire or other cause, or to make any restoration or replacement of any panelings, decorations, office and trade fixtures, partitions, railings, ceilings, floor covering, equipment, machinery or fixtures or any other improvements or property installed in the affected Premises by Licensee or at the direct or indirect expense of Licensee. Licensee shall be required to restore or replace same in the event of damage.

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

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

the commencement of such repair or restoration. In such event, this Agreement shall terminate as of the date of such notice.

Section 15.

Insurance.

Licensee and subcontractor(s) shall procure and maintain during the term of this Agreement the following insurance:

- (1) Worker's Compensation, as required by Illinois law, with Employer's Liability limits not less than \$1,000,000 each accident.
- (2) Comprehensive General Liability Insurance, with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations coverages.
- (3) Comprehensive Automobile Liability Insurance, with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's Non-Ownership Liability and Hired Auto coverages. Access to Airfield areas will require coverage with limits not less than \$5,000,000 each occurrence combined Single Limit Bodily Injury and Property Damage including Employer's Non-Ownership Liability and Hired Auto coverages.
- (4) Property Insurance on tenant improvements, fixtures, furnishings and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the Premises in an amount equal to the full replacement value of tenant improvements, fixtures, furnishings and equipment.

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

- (1) To name as Additional Insured the City of Chicago, the Department of Aviation of the City of Chicago, and all of its officers, agents, and employees.
- (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:

Ninety (90) 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		City of Chicago
20 North Clark Street		121 North LaSalle
Suite 3000		Street
Chicago, Illinois 60602		City Hall -- Room 501
		Chicago, Illinois 60602

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

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

Section 16.

"First Source" Agreement.

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

For purposes of this Agreement, "covered positions" include all entry level job openings, new job openings, openings created by an expansion of the workforce at the Airport, but shall exclude all managerial and administrative positions as such positions and job responsibilities are listed and described in Exhibit "H" attached hereto.

B. Licensee shall within forty-five (45) days of the Commencement Date submit to M.E.T. a First Source Prospect Notification outlining all staffing and employment needs for its operations under this Agreement.

C. Licensee shall within forty-five (45) days after the Commencement Date of this Agreement complete and deliver to M.E.T. a "Job Order Form" for all covered positions,

which Job Order Form file shall be promptly updated by Licensee as requirements change for any covered position or as any covered positions are created. M.E.T. shall keep the Job Order Forms on file.

M.E.T. will refer eligible job applicants to Licensee in response to the notification of need. M.E.T. will screen applicants according to the qualification profile agreed upon with Licensee, and will refer only qualified applicants who meet that qualification profile. M.E.T. shall notify Licensee of available candidates or that no referrals can be made, within one (1) working day after telephonic or written notice by Licensee of a job opening, provided a Job Order Form for the requested position is on file with M.E.T., and within four (4) days after notice by Licensee of a job opening, M.E.T. will provide such available candidates to Licensee for interviews. In the event M.E.T. cannot refer the total number of qualified personnel requested, Licensee will be free to fill remaining positions directly for which no qualified applicants have been referred; in that event, Licensee agrees to make a good faith effort to hire unemployed Chicago residents.

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

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

F. If, any time during this Agreement, the Director of M.E.T., or his or her designee, determines that Licensee has failed to use its best faith efforts to comply with the First Source requirement of this Agreement, the Director of M.E.T., or his or her designee, shall notify Licensee in writing ("Noncompliance Determination Notice") of the basis for the determination and request Licensee's response to said Noncompliance Determination Notice. The Noncompliance Determination Notice shall specifically state each violation. Licensee shall specifically respond in writing to the Director of M.E.T. within ten (10) working days after the date of the Noncompliance Determination Notice and show cause why such determination should not be sustained. The Director of M.E.T. shall review Licensee's response and shall make a determination on whether the Noncompliance Determination shall be sustained, in whole or in part, and in the event of noncompliance may assess against Licensee liquidated damages in an amount of Fifteen Thousand Dollars (\$15,000) per violation or order such remedial action as said Director may deem appropriate. In the event Licensee disputes the Director's determination of Licensee's failure to use its best efforts to comply with the First Source requirements of this Agreement, Licensee may within ten (10) working days after the date of such Noncompliance Determination Notice request that the matter be referred to a review panel for final determination. Failure to request a review of the Director's determination within the time specified herein shall be deemed an acceptance of Director's determination and a

waiver of Licensee's rights to contest such determination by administrative, judicial or other appeal. Upon Licensee's timely request, a three person review panel will be organized and shall be comprised of one representative selected by Licensee, one representative selected by Director of M.E.T., and a third representative who shall be mutually acceptable to the arbitrators selected by Licensee and the Director of M.E.T. This review panel shall determine only the issue in each instance of whether or not the Licensee has failed to proceed in good faith in its rejection or refusal to employ a referred applicant. The determination of the review panel shall be the final determination and shall not be subject to administrative, judicial or other appeal. All costs of review shall be shared equally by Licensor and Licensee.

Section 17.

Indemnity.

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

Section 18.

Inspections.

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

Section 19.

Ingress And Egress.

Licensor hereby grants Licensee, without charge, the right of ingress to and egress from the Premises by the Licensee, its employees, contractors, suppliers, service personnel, licensees, guests, patrons and invitees; provided that such rights of ingress and egress shall

at all times be exercised in compliance with any and all regulations promulgated by lawful authority for the care, operation, maintenance, and protection of the Airport and applicable to all users of the Airport; and provided further that such rights of ingress and egress shall not be construed to prohibit Licensor from establishing and assessing a fee or charge for the privilege of entries upon the Airport when such fee or charge is levied upon all users of the Airport, nor to prohibit Licensee from assessing a fee or charge on the Licensee's employees for parking their personal vehicles in Airport employee parking areas nor on persons conducting a business on the Airport. For the purposes of this section, a person shall be deemed to conduct a business on the Airport if that person's business occupies any space in the Airport, or provides any services on the Airport, other than utilities on a regular or continuing basis.

Section 20.

Assignment And Subletting.

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

Upon the sale, transfer, pledge or assignment (other than an approved subcontracting agreement) of any portion of the Agreement, for which the Licensee receives consideration, the Licensor shall be entitled to receive fifteen percent (15%) of the proceeds of all consideration received by the Licensee.

Any change in ownership or proprietorship of Licensee and any partner thereof, which has not received the prior written approval of the Commissioner and which in the opinion of the Commissioner is not in the best interest of the Licensor or the public, shall be a default and be subject to the remedies available under Section 25 hereof.

Section 21.

Signs.

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

Section 22.

Redelivery.

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

Section 23.

Subject To Airline Agreement, Nondiscrimination And

F.A.A. Requirements.

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

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

Attention is called to Executive Order 11246, issued September 24, 1956, 30 F.R. 12319, as modified by Executive Order 11375, issued October 13, 1967, 32 F.R. 14303 and Executive Order 12086 issued October 5, 1978, 43 F.R. 46501 and as further amended by Federal Reorganization Plan No. 2 of 1978, Section 102, 43 F.R. 36037, 92 Stat. 3783; the Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241, et seq., as amended; to Ill. Rev. Stat., Ch. 29, Secs. 17 to 24 inclusive; or ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3876 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); Executive Order 85-2 issued by Mayor Harold Washington; and the provisions of 41 C.F.R., Chapter 60, 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.

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

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

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

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

Section 24.

Non-waiver.

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

Section 25.

Default.

A. Default. Upon the occurrence of any one or more of the events listed below, Licensee shall be deemed in default (an event of default hereinafter referred to as "Default") under this Agreement:

1. Licensee fails to pay to Licensor the Fees or any other payment when due hereunder and such failure shall continue for a period of more than ten (10) days after delivery by the Licensor to Licensee of a written notice of failure; or
2. Licensee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors; or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization; or the readjustment of its indebtedness under the federal bankruptcy laws; or under any other law or statute of the United States or of any state thereof; or a petition under any part of the federal bankruptcy laws; or an action under any present or future insolvency law or statute, shall be filed against Licensee and shall not be dismissed within sixty (60) days after the filing thereof; or consents to the appointment of a receiver, trustee or liquidator of any or substantially all of its property; or by order or decree of a court, adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if Licensee is a corporation, by any of the stockholders of Licensee seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof; or by or pursuant to, or under authority of, any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of Licensee, and such possession or control shall continue in effect for a period of fifteen (15) days; if any of the above renders the Licensee incapable of performing the services in accordance with and as required by this Agreement; or

3. Any material misrepresentation made by Licensee to Licensor; or
4. Any interest of Licensee under this Agreement shall be transferred or encumbered, without the approval of Licensor, by reason of death, operation of law, assignment, sublease, or otherwise, to any other person, firm or corporation; or
5. Licensee shall voluntarily abandon, desert or vacate any part of the Premises or discontinue its operations in whole or in part except if caused by a fire or casualty or as otherwise permitted under this Agreement; or
6. Any lien shall be filed against the Premises or Licensee's interest hereunder because of any act or omission of act of Licensee, and shall not be discharged by Licensee or contested in good faith by proper legal proceedings commenced within thirty (30) days after receipt of notice thereof by Licensee; or
7. Licensee shall fail to keep, perform and observe each and every promise, covenant and agreement set forth in this Agreement and such failure shall continue for a period of more than thirty (30) days after delivery by Licensor of a written notice of such breach or default, except where fulfillment of its obligation requires activity over a period of time and Licensee shall have commenced in good faith to perform whatever may be required for fulfillment within thirty (30) days after receipt of notice and continues such performance without interruption except for causes beyond its control; or
8. Licensee shall use or give its permission to any person to use any portion of the Airport, terminal building, concourses or Premises used by Licensee under this Agreement for any illegal purpose; or
9. Licensee shall be in default under any other agreement with Licensor; or
10. The Licensee fails to secure or maintain any license or permit required by a governmental entity to perform the services under this Agreement; or
11. The Licensee fails to provide the Bonds and Insurance policies within the time set forth in Sections 7 and 15 of this Agreement; or
12. The Licensee fails to replace or renew any Bond or Insurance Policy required by Sections 7 and 15 of this Agreement; or
13. If the Licensee is in violation of Section 26-26 of the Municipal Code of the City of Chicago; or
14. Dissolution both voluntary or involuntary, sale or disposition of more than fifty percent of the stock of Vito or any of the existing or newly issued stock of A.R.M.I. without the prior written permission of the Commissioner, or sale or disposition of a controlling interest, assignment, sale, or dissolution of any

of the rights or interest of the partners of the partnership without the prior written permission of the Commissioner; or

15. Breach by a partner of Licensee of the Partnership Agreement.

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

1. Upon written notice, terminate this Agreement without prejudice to any other remedy or right of action for arrearage of any fees under Section 3 or any other required payment; and
2. Upon the effective date of the termination, to enter the Premises and take exclusive possession of the Premises; unless by reason of health, safety or otherwise, the Licensor determines that it is necessary for the Licensor to enter the Premises and take exclusive possession of the Premises immediately upon delivery of the notice of termination. The Licensor may remove or store any property located within the Premises at the sole cost and expense of the Licensee without the Licensor being liable to the Licensee for damages or loss sustained by the Licensee thereby; or
3. Allow this Agreement to continue in full force and effect and to enforce all of the Licensor's rights and remedies hereunder, including, without limitation, the right to collect Fees as they become due together with interest thereon if not paid when due at the rate of eighteen percent (18%) per annum; and
4. Pursue any remedy or right of action against the Licensee or others which the Licensor may have by operation of law, equity or by contract.

The exercise by the Licensor of any remedy provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to the Licensor under law, equity or contract. The Licensee shall have no claim of any kind whatsoever against the Licensor by reason of such termination or by reason of any act by the Licensor incidental or related thereto, nor shall the Licensee have any right to or claim upon any improvements, except movable furniture and equipment or the value thereof, which may have been installed by the Licensee in or on the Premises; provided, however, that nothing contained in this Article shall limit the Licensee's right to contest a claim by the Licensor of default under this Agreement in a court of competent jurisdiction.

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

Upon such termination by Licensor, all rights, powers and privileges of Licensee hereunder shall cease, and Licensee shall immediately vacate any space occupied by it under this Agreement. Licensee shall then have no claim of any kind whatsoever against

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

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

Section 26.

Rights Upon Termination.

At the expiration of the Term or upon any sooner cancellation or termination hereof, as provided herein the parties agree as follows:

(a) **Rights Terminate.** Except as otherwise provided herein, all rights, powers and privileges of the Licensee under this Agreement shall cease.

(b) **Payments Owed.** The Licensee shall pay to the Licensor an amount equal to the sum of the following:

- (1) All amounts owing to the Licensor at the time of the effective date of the termination, including but not limited to any unpaid Fees plus interest thereon on all such amounts from the date due until paid at the rate of eighteen percent (18%) per annum; and
- (2) Any and all expenses, costs or fees paid or incurred by the Licensor in connection with the Licensor's exercise of each and every or all of its rights under this Agreement, which expenses, costs or fees specifically include reasonable attorney's fees, provided the Licensor shall prevail with respect to the exercise of said rights.

Section 27.

Fines.

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

Violation	Section	Assessment
Violation of Use Clause	---	\$15.00
Unauthorized advertising or signage	---	\$50.00
Failure to submit required documents and reports	---	\$10.00

Section 28.

Independence Of Agreement.

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

Section 29.

Rules, Regulations, Laws, Ordinances And Licenses.

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

Section 30.

Paragraph Headings.

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

Section 31.

Invalid Provisions.

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

Section 32.

Prohibition Of Recordation.

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

Section 33.

No Personal Liability.

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

Section 34.

Construction Of Agreement.

The validity, construction and enforceability of this Agreement shall in all respects be governed by and construed in accordance with the law of the State of Illinois. Licensee hereby irrevocably subjects itself to the original jurisdiction of those courts located within the City of Chicago, County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the award, execution or performance of this Agreement.

Section 35.

No Leasehold Interest.

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

Section 36.

Affirmative Action.

(a) Licensee shall, in undertaking designing and construction of the Improvements contemplated under this Agreement and in purchasing equipment and services in order to operate its concession pursuant to this Agreement, at a minimum, spend, by contracts, subcontracts or otherwise not less than 25% with M.B.E.'s and 5% with W.B.E.'s (as defined in Executive Order 85-2) of the total amount spent by Licensee in the design and construction of the improvements and in the purchase of equipment and services as acquired in order to operate its concession pursuant to this Agreement.

(b) All M.B.E.'s and W.B.E.'s shall be so certified by the appropriate officer, department or agency of the City of Chicago for the particular goods, work or services to be provided under this Agreement. Where a participant is certified as both a M.B.E. and a W.B.E., Licensee in meeting its goals hereunder may elect to treat the participant as a M.B.E. or W.B.E., but not both.

(c) The contract compliance and affirmative action officer for the City of Chicago or his designee (the "Compliance Officer") shall review from time to time, but not less than annually, Licensee's performance in meeting M.B.E. and W.B.E. participation goals pursuant to Section 36(a). Licensee shall provide the Compliance Officer with such information and documentation as the Compliance Officer may request for his review. In the event the Compliance Officer finds that Licensee has failed to meet the M.B.E. and

W.B.E participation goals he shall notify Licensee in writing of such noncompliance ("Noncompliance Notice"). Licensee shall respond in writing to the Compliance Officer within ten (10) days after the date of mailing of the Noncompliance Notice and specifically state the reasons for failure to meet the goals and otherwise show cause why the Noncompliance Notice should not be sustained. If Licensee fails to respond within the time specified, the Compliance Officer may make a final determination of noncompliance. If Licensee so responds, the Compliance Officer will review said response and determine whether Licensee has used its best efforts in every proper manner to achieve the goals. If the Compliance Officer finds that Licensee has not used its best efforts in every proper manner to achieve the goals, he shall make final determination of noncompliance. He shall notify Licensee in writing of his finding of (1) noncompliance or (2) finding of justification for the failure to meet the goals. If the Compliance Officer makes a final determination of noncompliance, Licensee as liquidated damages shall pay to Licensor, within five (5) days following the date of mailing of such final notice of noncompliance an amount equal to one percent of the amounts to be spent under Section 36(a) with M.B.E.'s and W.B.E.'s for each one percent (1%) (or part thereof) of shortfall of the M.B.E. and W.B.E. goals. In the event a final determination of noncompliance is made for any three (3) or more years, the Compliance Officer and the Commissioner, in addition to liquidated damages, may terminate the Agreement or order such other remedy as they deem appropriate. The finding of a final determination of noncompliance shall be subject to judicial review.

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

[Signature forms omitted for printing purposes.]

[Exhibits "A" through "G" attached to this agreement printed on
pages 24407 through 24415
of this Journal.]

EXECUTION OF AUTOMATED TELLER MACHINE CONCESSION
LICENSE AGREEMENT WITH SEAWAY BANCSHARES,
INCORPORATED AT CHICAGO
MIDWAY AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, January 31, 1989.

To the President and Members of the City Council:

(Continued on page 24416)

Exhibit "A".

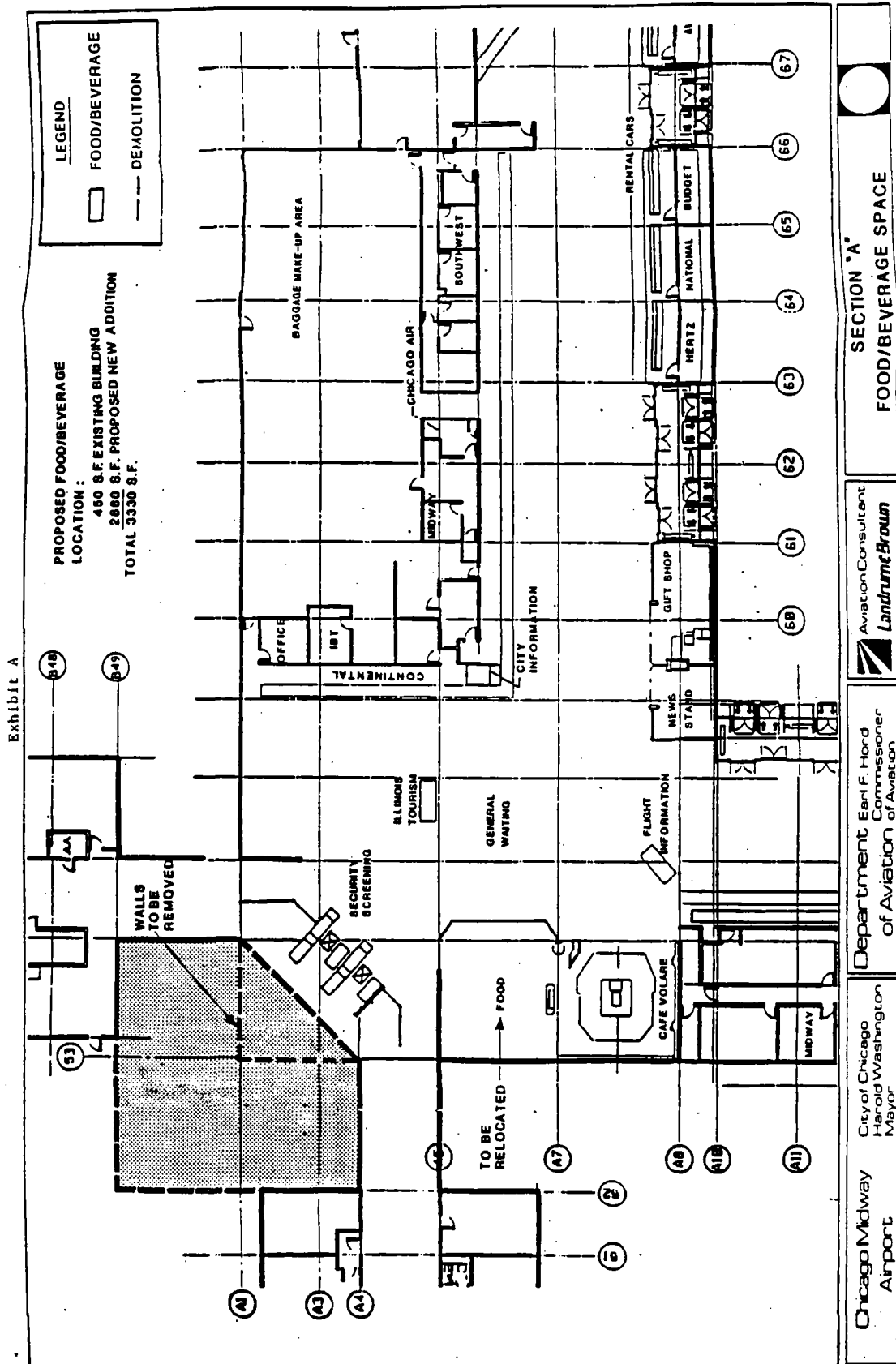


Exhibit "B".

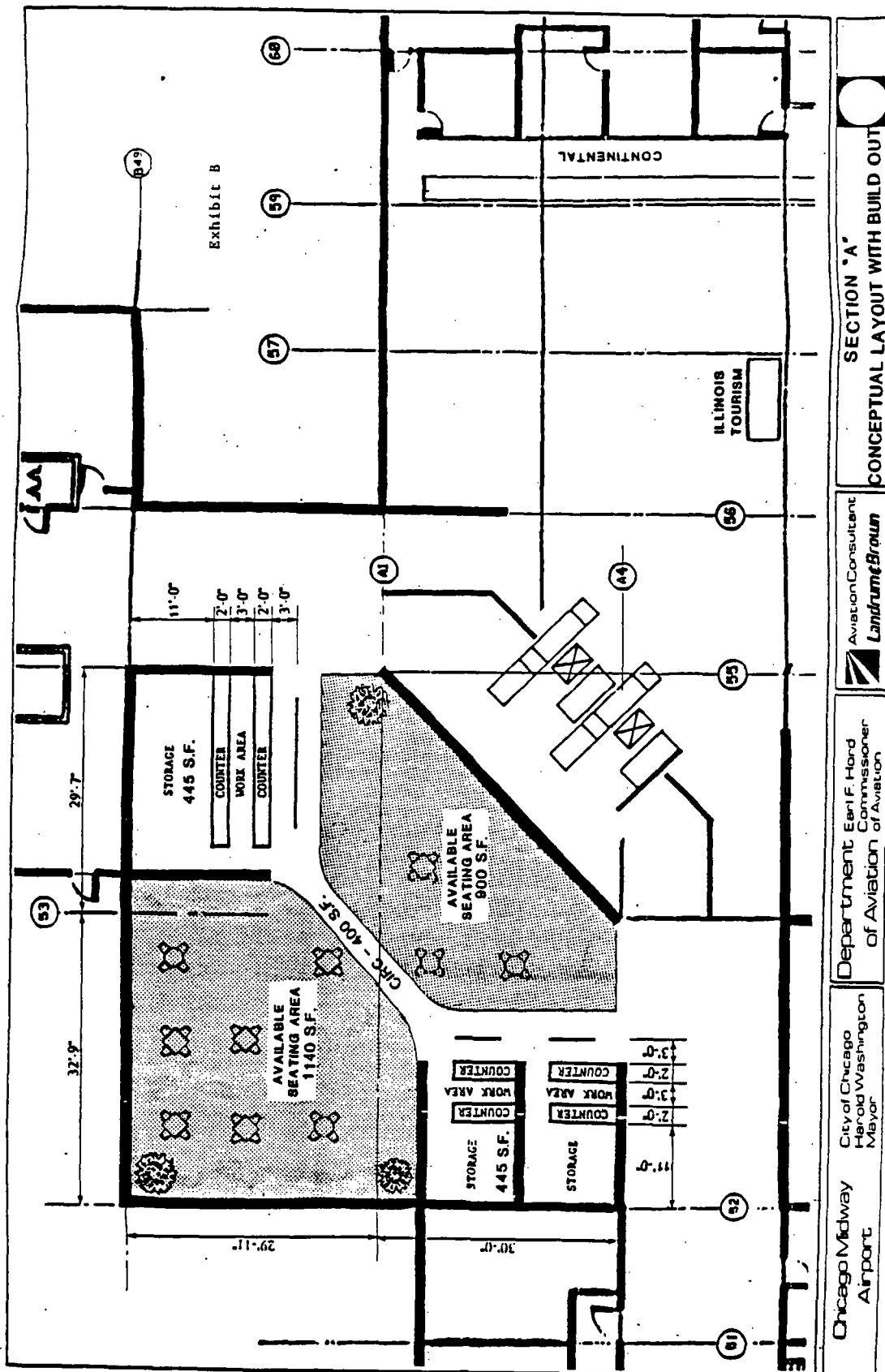


Exhibit "C".

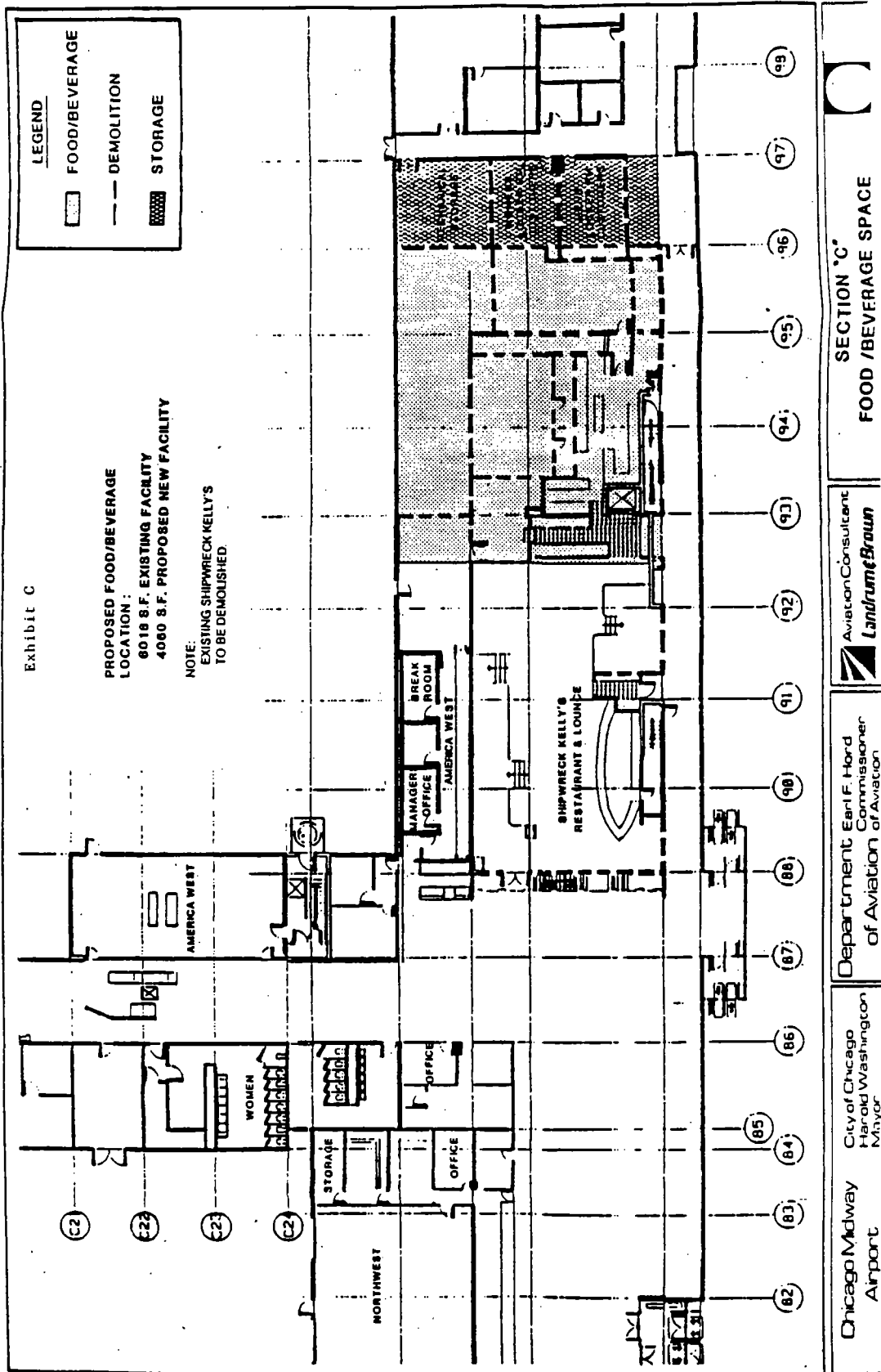


Exhibit "D".

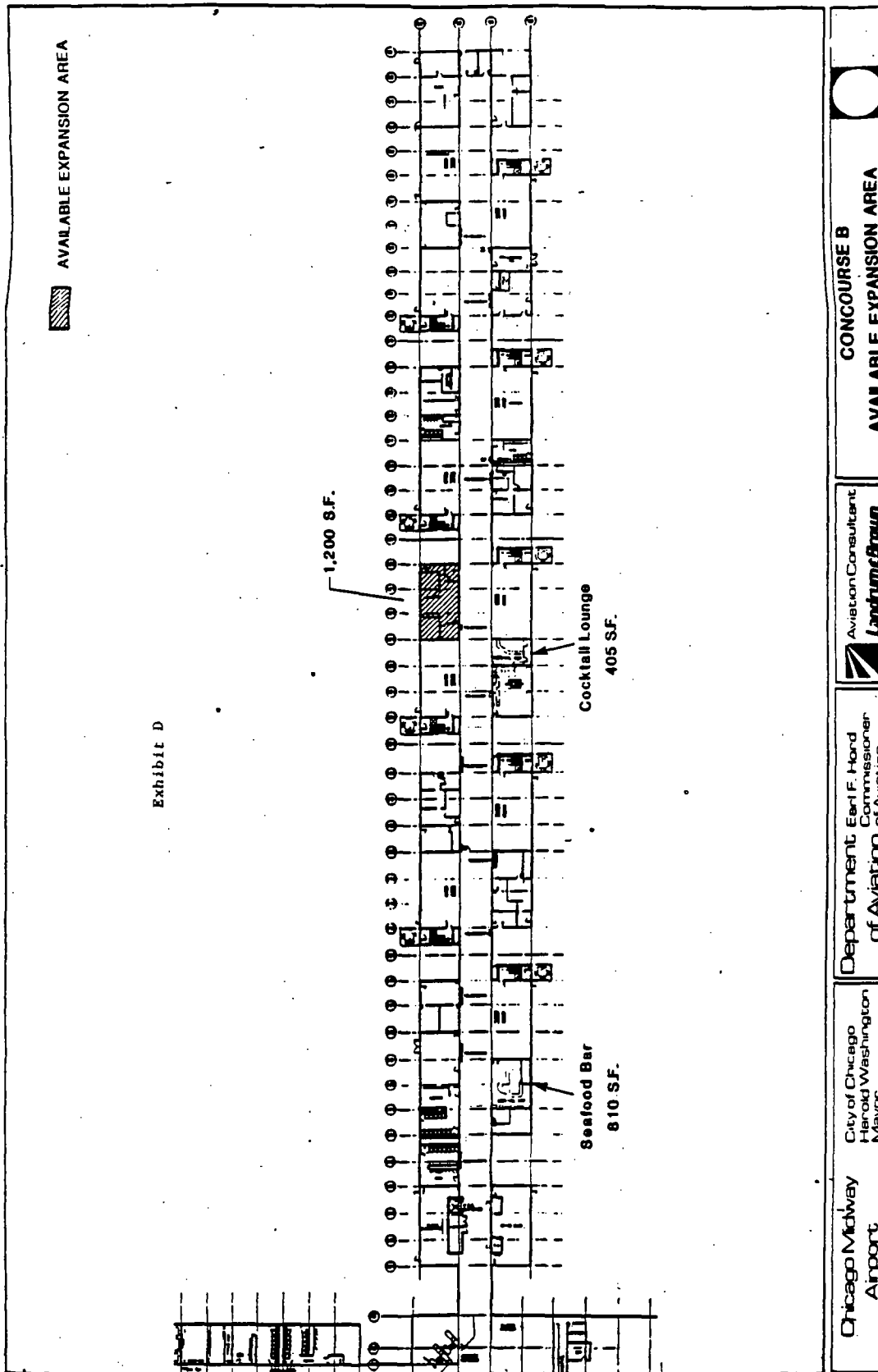


Exhibit D

<p>Chicago Midway Airport</p>	<p>City of Chicago Harold Washington Mayor</p>	<p>Department: Earl F. Nord Commissioner of Aviation</p>	<p>Aviation Consultant Landrum & Brown</p>	<p>CONCOURSE B AVAILABLE EXPANSION AREA</p>
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Exhibit "E".

ORGANIZATIONAL CHART

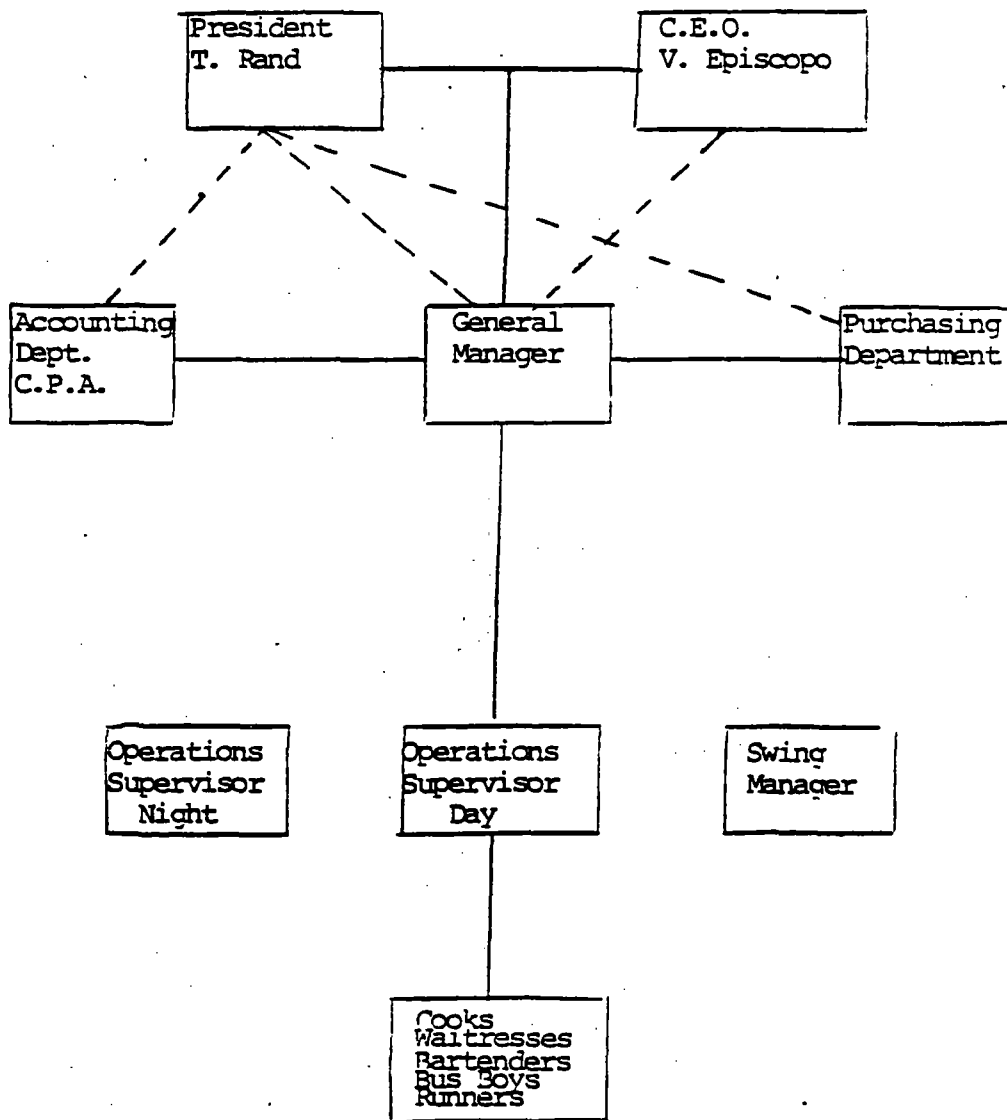


Exhibit "F".**(Page 1 of 3)***Midway Airport Concessionaires**Construction Schedule.***A) Renovation/Rehabilitation Of Existing Concession Space.****1) Section C -- Shipwreck Kelley's:**Submission of plans for
approval by CityWithin 30 days of
commencement date of
Agreement.

Begin construction

Upon approval of plans
by City.

Complete renovation

Within four months from
date construction begins.**2) Concourses A and B:**Submission of plans for
approval by CityWithin 30 days of
commencement date of
Agreement.

Exhibit "F".**(Page 2 of 3)**

Begin construction

Upon approval of plans by City -- construction to be phased in order to accommodate passenger travel.

Complete renovation

Within three months from the date construction begins.

3) Construction of Permanent Locations to Replace Satellite Locations:

Submission of plans for approval by City

Within 30 days of commencement date.

Begin construction

Upon approval of plans by City -- construction to be phased in order to accommodate passenger traffic and to coordinate with renovation of existing areas.

Complete renovation

Between two and five months from date construction begins.

B) New Construction To Replace Cafe Volare.

Exhibit "F".**(Page 3 of 3)**

Submission of preliminary
planning documents for
approval by City

Within thirty days of
commencement date.

Submission of final plans
and specifications for
final review and approval
by City

Within sixty days of
commencement date.

Begin construction

Upon approval of plans
by City.

Progress reports on
construction of space

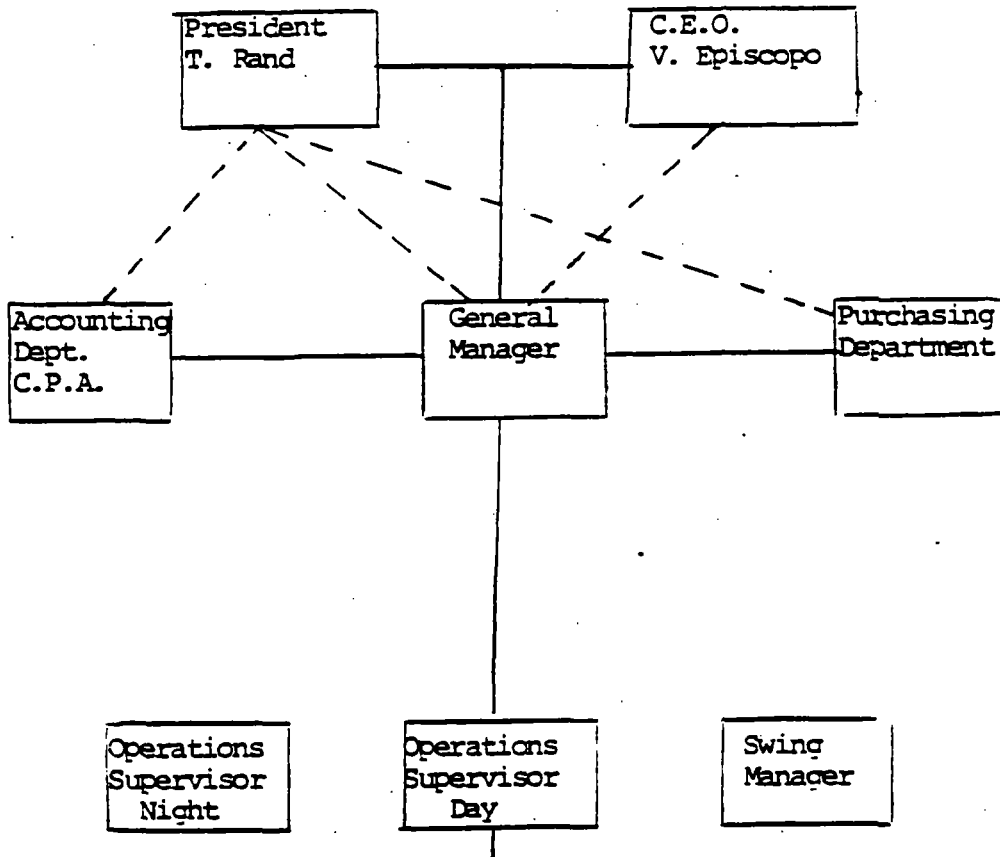
To be submitted to
Commissioner of Aviation
every thirty days during
construction program.

Completion of construction

With fourteen months
from commencement date,
unless extension of time
period granted in sole
discretion of Commissioner
of Aviation due to planning
considerations of the
Department of Aviation.

Exhibit "G".

MANAGERIAL AND ADMINISTRATION
POSITIONS TO BE EXCLUDED
UNDER FIRST SOURCE AGREEMENT



(Continued from page 24406)

Your Committee on Aviation, to which was referred an ordinance from the Department of Aviation, to execute on behalf of the City of Chicago an Automated Teller Machine Concession Agreement for Seaway Bancshares, Incorporated, to operate automated teller machines at Chicago Midway Airport, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") owns, controls and operates the Chicago Midway Airport ("Airport") in Chicago, Illinois, and possesses the power and authority to grant certain rights and privileges with respect thereto, including those hereinafter set forth; and

WHEREAS, Seaway Bancshares, Incorporated, a Delaware corporation ("Licensee") desires to operate automated teller machines in the Airport terminal buildings; and

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

WHEREAS, City has determined that Licensee is qualified to conduct an Automated Teller Machine Concession at the Airport; and

WHEREAS, City deems it in the public interest and beneficial to itself and to its operation of the Airport to grant unto the Licensee a license to operate said concession and the rights and privileges as herein set forth; now, therefore,

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago an Automated Teller Machine Concession Agreement for certain premises at the Chicago Midway Airport, said agreement to be substantially in the following form, or with such changes as authorized by the Commissioner of Aviation, as set forth in Exhibit A which is attached hereto and made a part hereto.

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

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

Automatic Teller Machine Concession License Agreement.

This Agreement made this _____ day of _____, 1989, between the City of Chicago, a municipal corporation of Illinois (hereinafter referred to as "Licensor") and Seaway Bancshares, Incorporated, a Delaware corporation (hereinafter referred to as "Licensee").

Witnesseth:

Whereas, Licensor owns and operates the airport known as Chicago Midway Airport (hereinafter referred to as "Airport"), situated in the City of Chicago, State of Illinois; and

Whereas, Licensee desires to operate Automated Teller Machines with certain rights in the Airports Terminal Buildings; and

Whereas, the Licensor deems it advantageous to itself and to its operation of the Airports to grant unto the Licensee the Automated Teller Machine concession area and rights, licenses and privileges as herein set forth; now, therefore,

Article I.

A. Premises. Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, does hereby allow Licensee to use upon the conditions hereinafter set forth, all of which Licensee accepts, at Midway Airport for joint use in common with others, a portion of:

Space No. _____ consisting of approximately _____ square feet, in Terminal Building _____ as indicated on Exhibit "A", attached hereto and made a part hereof, said space to be used for the purpose of operating an Automated Teller Machine concession and for no other purpose, said space to be hereinafter referred to as the "concession area".

B. Operating Rights. The Licensor grants to Licensee a nonexclusive privilege, in common with others that the Licensor may from time to time authorize, to operate Automated Teller Machines on, upon and from the Airport, and for no other purpose whatsoever; provided, however, that the Licensor will not grant to any other individual, firm or corporation during the initial term of this Agreement, a privilege to operate Automated Teller Machines on, upon and from the Airport under financial terms more favorable to such other individual, firm or corporation than those contained herein, including the minimum guaranty, percentage fee, fixed license fee, and performance bond requirements, or more favorable space locations.

C. Additional Locations. The Licensor reserves the right to request Licensee to operate additional Automated Teller Machines on the Airport, and Licensee agrees to operate such additional machine or machines when traffic demands such additional facilities and upon the mutual agreement of Licensor and Licensee. Such Premises as may be so identified will be subject to the provisions of all the Articles of this Agreement, including a fixed license fee of Fifteen Dollars (\$15.00) per square foot per year, and will be indicated on exhibits added hereto and made a part hereof.

Article II.

Term.

The term of this Agreement shall be for a period three (3) years, beginning on _____, 1989, the effective date of the authorizing ordinance by the City Council of the City of Chicago and shall terminate three (3) years thereafter.

In addition, Licensee upon termination of this Agreement shall have the right of first refusal, for two successive three year periods, for the operation of Automated Teller Machines on the Premises described in Article I, Section A, on the same terms and conditions as offered by others, if any Automated Teller Machines or machines of substantially similar usage are allowed to be operated on the Airport by any other individual, firm or corporation. In subsequent agreements, if any, the fixed license fee will

be the square foot charge then currently being assessed to other new or renewing concessionaires and licensees at the time of renegotiation of this Agreement.

In the event that air transportation operations are discontinued at the Airport covered by this Agreement, then the terms and conditions of this Agreement, in so far as they pertain to such airport or airports shall thereafter no longer be operative, except as they apply to the payment of outstanding fees or rentals or to other specific conditions of termination or cancellation contained herein. All other terms and conditions will remain in effect.

Article III.

Licensee Fee.

A. Fixed and Percentage Fee to be Paid. During the term of this Agreement Licensee agrees to pay Licensor as fixed license fee: 1) the sum of Fifteen Dollars (\$15.00) per square foot per year for the concession area, with payment of the said annual license fee thereon due in advance. 2) As additional percentage license fee, Licensee agrees to pay Licensor a sum equal to _____ of that portion of gross revenues, derived from each Automated Teller Machine at Chicago Midway Airport, in any calendar month that exceeds the amount of \$125.00 Dollars, however, the minimum additional percentage license fee for each Automated Machine in any year of this Agreement shall be \$1,500.00.

Licensee shall pay each month in advance to the City Comptroller of the City of Chicago (hereinafter called "City Comptroller") the sum equal to 1/12 of the minimum annual percentage license fee noted above for Chicago Midway Airport.

Licensee, within fifteen (15) days of the end of each calendar month, shall pay to the City Comptroller a sum equal to the hereinabove described percentages of gross revenues for said calendar month for any month in which such additional percentage license fee is due.

Licensee or any entity, acting as Licensee's agent, that provides 100% of the gross revenues, shall furnish a separate monthly report of gross revenues at Chicago Midway Airport, certified by an officer of Licensee, or its agent, to the City Comptroller and the Commissioner of Aviation.

Additional payments, required by adjustments, if any, for license fees payable in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Revenues" required by paragraph C of Article III.

B. Records of Licensee. The Licensee shall, with respect to business done by it in said Automated Teller Machine operation, keep true and accurate accounts, records, books and data, which shall, among other things, show all services performed for cash, or credit, or otherwise (without regard to whether paid or not) and, also, the gross revenues of said business, and the aggregate amount of all services and of all the Licensee's business done upon and within said Automated Teller Machine Concession Areas. All records and

methods of accounting used by said Licensee shall be approved by the City Comptroller and the Comptroller of the currency of the United States. The term "gross revenues", as used herein, shall be construed to mean, for all the purpose hereof, the aggregate amount of all the Automated Teller Machines interchange fees, regardless of when or whether paid or not, together with the aggregate amount of all services 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 revenues" includes all service fees paid to Licensee or its agent by any institution, including Licensee or its agent, for the use of the Automated Teller Machines; such service fees normally referred to as interchange or terminal sharing fees. "Gross Revenues" do not include transaction amounts such as deposits, withdrawals or transfers by customers or any charges to the customers for use of the machines by the institutions involved. Also, excluded from "Gross Revenues" are those fees paid by institutions to Licensee, its agent or a third party, for use or rental of the "switch", if such switch fee is separately paid by the sharing institutions. Licensee agrees to maintain an adequate and reasonable system of internal control to insure that revenues are properly reported to the Licensor. The internal controls should include features normally employed by well managed operations. The internal control procedures must be described by the Licensee in writing and be submitted to the City Comptroller prior to the effective date of this Agreement. Any change 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.

C. Books, Records and Audits. Licensee shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts, and records wherein are kept all entries reflecting its operation at the Airports under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation and the Comptroller of the City of Chicago, 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 after the close of each calendar year 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 Revenues" representing revenues 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:

"We, a firm of independent certified public accountants, have examined the accompanying statement of fees reported to the City of Chicago by Seaway Bancshares, Incorporated, a Delaware corporation, for the year ended _____ relating to the Automated Teller Machine concession operations at Chicago Midway Airport pursuant to an Agreement between the City of Chicago and Seaway Bancshares, Incorporated, a Delaware 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 revenues showing gross revenues of _____ present fairly the amount of gross revenues, 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.

Licensee shall, upon request, furnish such other further financial or statistical reports as the City may, from time to time, reasonably require relating to sales at Chicago Midway Airport.

D. 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 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.

E. Interest for Late Payment. Without waiving any other right of action available to Licensor in the event of delinquency by Licensee for a period of thirty (30) days or more in its payment to Licensor of the above fees and charges, and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of 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.

Article IV.

General Description Of The Concession.

A. The term Automated Teller Machine ("machine") shall mean a customer operated device defined: (1) as an Automated Teller Machine under Chapter 17 of the Illinois Revised Statutes; (2) as a customer bank communication terminal by the Comptroller of the Currency; (3) as an Automated Teller Machine as defined by the Federal Deposit Insurance Corporation; or (4) as a remote service unit by the Federal Home Loan Bank Board. The term Automated Teller Machine concession in this Agreement shall mean one or more Automated Teller Machines in one contiguous location.

B. Conflicts between Concessions. In the event of a conflict between the Automated Teller Machine Concession and any other Licensee or Concessionaire at the Airports as to the services to be performed by the respective Concessionaire or Licensee, Licensee agrees that the Commissioner of Aviation shall make the final decision and Licensee agrees to be

bound by such decision of the Commissioner of Aviation, however, Licensee may perform such services as an Automated Teller Machine concessionaire as are permitted under state and federal law.

Article V.

Investment By The Licensor And Licensee.

A. Licensee agrees, as a necessary condition of this Agreement, to completely remodel, and expand to the extent necessary the present and any additional areas where A.T.M.'s are to be located at the Terminal at Chicago Midway Airport. This construction is to begin within sixty (60) days after approval of the plans and specifications by the Department of Public Works 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. Should Licensee install additional Automated Teller Machines, Licensee agrees to provide them in the manner specified in this article and at a minimum cost to the Licensee to be negotiated at such time as the Commissioner may request such enlarged and/or additional facilities, as defined in Article I (C) herein.

B. Installations by the Licensor and by the Licensee. As in the concession area designated by Exhibits "A", "B" and "C" attached hereto, the Licensor, in any enlarged and/or additional Automated Teller Machine concession areas, will provide:

- 1) Finished floors.
- 2) Finished acoustical tile ceiling.
- 3) General illumination.
- 4) Adequate heat and ventilation, the adequacy to be determined by the Licensor.

In these same spaces the Licensee will provide:

- 1) All improvements as required that are not provided by the Licensor, including, but not limited to, counters, cabinets, interior and exterior 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) 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, and subject to the prior written approval of the Commissioner of Aviation.
- 4) Electricity (110/208 volts, 3 phase) and outlets provided in suitable numbers and locations.

C. Improvements, Equipment and Decor Installed by Licensee at Chicago Midway Airport:

- 1) Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession area 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 Commissioner of Public Works of the City of Chicago (hereinafter referred to as "Commissioner of Public Works").
- 3) During the period of construction, all construction work, workmanship materials and installation involved or incidental to the construction of the building shall be subject at all times to inspection by Licensor without additional cost to Licensee. Licensee shall give or cause to be given to the Commissioner of Aviation and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications.
- 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.
- 5) Licensee shall at all times throughout the term hereof maintain the improvements and all other portions of the demised premises in good and serviceable condition and repair.
- 6) Licensee shall keep the concession area 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.

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.

Services To Be Performed By Licensee.

A. Hours of Operation. The concession at Chicago Midway Airport shall remain open to serve the public twenty-four (24) hours each day, however, recognition is given to the necessity for periodical repair and maintenance and rehance on the operability of interchange systems.

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. Service 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.

C. Personnel. The Licensee's employees shall be clean, courteous, efficient and neat in appearance. The Licensee shall not employ any person or persons in or about the demised 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 interests 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 Airports.

E. Automated Teller Machine Operation. The Licensee shall bear at his own expense all costs of operating the concession, and shall pay in addition to fees 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 insurance, any and all taxes, janitor service and supplies, and shall pay for all permits and licenses required by law.

F. Maintenance. Licensee shall maintain all of its improvements, trade fixtures, enclosure walls and doors in good order and repair, keeping the same clean, safe, functioning and sanitary.

Article VII.

Service To Be Performed By The 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, guarding or custodial services, and Licensor will furnish no janitorial material or supplies for the concession areas.

Article VIII.

Cancellation By Licensee.

This Agreement shall be subject to cancellation by the Licensee to the extent that its provisions apply to the municipal Airport under Licensor's management and control in the event of any one or more of the following events:

- 1) The permanent abandonment of said Airport as an air terminal.
- 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 in any way preventing or restraining the use of said Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.
- 4) The default 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 default for a period of sixty (60) days after receipt from the Licensee of written notice to remedy the same.
- 5) Transaction volume at any of these sites falls to 50% of the "Baseline" volume for three consecutive months. "Baseline" volume is defined as the

average transaction volume of the six months preceding the three consecutive months of low volume.

Article IX.

Property Rights Upon Termination.

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, however, title to the automated teller machine, signage and telecommunications equipment shall remain in Licensee and may be removed by Licensee upon restoration of Premises.

Article X.

Damage Or Destruction Of Premises.

Should any portion of the concession areas be partially damaged by fire or other casualty, but not be rendered unusable 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 fixed license fee payable hereunder. In the event, however, that such damage is so extensive as to render any portion of the Premises unusable, the damage shall be repaired by Licensor at its expense as quickly as practicable and the fixed license fee payable hereunder shall, if the damage is to the Premises situated at Chicago Midway Airport, abate proportionately from the date of such damage until such time as the said Premises shall again be usable. The percentage license fee provided hereunder shall not be affected by such circumstances.

Should any portion of the concession areas hereby be so extensively damaged by fire or other casualty as to render the same unusable, 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, if the damage is to the Premises situated at Chicago Midway Airport, the fixed license fee payable hereunder with respect thereto shall abate.

In the event that the Terminal Building in any of the Airports shall be totally destroyed by fire or other disaster, this Agreement shall thereupon terminate only as to the concession areas which are located in the terminal building so destroyed.

Should the Terminal Building at Chicago Midway Airport be damaged by fire or other casualty 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 Licensee's premises therein), the fixed license 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.

Article XI.

Insurance.

Licensee, at the expense of Licensee, shall keep in force, during the term of this Agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as approved by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Licensor and/or Licensee. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products Liability, Property Damage, Loss of Rents, Fire and Extended Coverage, Workmen's Compensation, Scaffolding Act, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies or endorsements thereto shall in all cases where possible name Licensor as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts to be procured, Licensee shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this Agreement as attachments thereto. In any event, Licensee is not to commence or to exercise any of the rights and privileges granted under this Agreement until such time as all insurance to be furnished by Licensee is in full force and effect.

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 XIII of this Agreement.

Article XII.

"First Source" Agreement.

A. Licensee agrees to use the City's Mayor's Office of Employment and Training (hereinafter "M.E.T.") as its "First Source" for the recruitment, referral and placement of

employees in all "covered positions" required for the operation of any and all business under this Agreement.

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

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

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

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

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

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

F. If, at any time during this Agreement, the Director of M.E.T., or designee, determines that Licensee has failed to use its best faith efforts to comply with the First Source requirement of this Agreement, the Director of M.E.T., or designee, shall notify in writing ("Noncompliance Determination Notice") Licensee of the basis for the determination and request Licensee's response to said Noncompliance Determination Notice. The Noncompliance Determination Notice shall specifically state each violation. Licensee shall specifically respond in writing to Licensor within ten (10) days after the date of the Noncompliance Determination Notice and show cause why such determination should not

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

Article XIII.

Indemnity.

The Licensee does hereby covenant and agree to indemnify, save harmless and defend the Licensor from all fines, suits, claims, demands and actions of any kind and nature, including antitrust claims, by reason of any and all of its operations hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property, except insofar as same is caused by the wrongful or negligent act of Licensor, its employees, agents or representatives.

Article XIV.

Inspection.

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

Article XV.

Ingress And Egress.

Subject to 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 ingress to and egress from the concession areas; 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 XVI.

Assignment And Subletting.

Licensee shall not assign, transfer, pledge, surrender, or otherwise encumber or dispose of this Agreement or any estate created thereby, or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the Premises, without the written consent of the City Council being first obtained, with the exception of an assignment to its parent or affiliated corporation. Any such assignment shall be made a part hereof as Attachment I, and does not relieve Licensee from full performance of all covenants of this Agreement.

Article XVII.

Signs.

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

Licensor will include generic directional signage for the Licensee in its next revision of Licensor's sign program, following the effective date of this Agreement.

Article XVIII.

Redelivery.

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

Article XIX.

Subject To Airline Agreements, Nondiscrimination

And F.A.A. Requirements.

A. This Agreement is subject to the provisions of Paragraph 4, Article XI of that certain Agreement entitled "Airport Use Agreement" and the further provisions, including the right of cancellation of Section 6.04, Article VI of that certain Agreement entitled "Lease of Terminal Facilities", and to such other provisions of said related agreements as may be pertinent as entered into between the City and scheduled Airlines governing use and operation of the 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 or national origin, nor otherwise commit an unfair employment practice. Licensee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Licensee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246, issued September 24, 1956, 3 C.F.R., 1964 -- 1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 et seq.: The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, et seq., and all amendments to those Statutes and Executive Orders and Regulations of the United States Departments of Labor, Transportation, and Health, Education, and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21;

to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A.

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

Nondiscrimination In The Use Of The Premises By Licensee.

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

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

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

C. Licensee agrees to comply with City Executive Order 85-2 and Regulations Governing Certification of Minority and Women-Owned Businesses.

Article XX.

Non-Waiver.

Any waiver or any breach of covenants herein contained to be kept and performed by Licensee shall not be deemed or considered as a continuing waiver and shall not operate to

bar or prevent Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

Article XXI.

Default.

These entire Agreements are made upon this condition, that if the Licensee shall be in arrears in the payment of license fee for a period of sixty (60) 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 not less than 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 to any default in payment of license fee or 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 event, the Licensor, or the Commissioner of Aviation lawfully may, at its option, immediately or any time thereafter, without demand or notice enter into, and upon said concession area or any part thereof and in the name of the whole, and repossess the same of its former estate, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used, for arrears of license fee or preceding breach of covenant. On the reentry aforesaid, this Agreement shall terminate.

Article XXII.

Independence Of Agreement.

It is understood and agreed that nothing herein continued is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto, or as constituting the Licensee as the agents, representatives or employees 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 XXIII.

Rules, Regulations, Laws, Ordinances And Licenses.

Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the 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 Airports and shall obtain and maintain all permits and licenses necessary for its operations at the Airports. 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 concession areas for other areas of equivalent size where and when in the opinion of said Commissioner it is necessary in the proper functioning of the Airports. Should such relocation result in the location of the concession in an area of less favorable traffic flow, Licensee may request cancellation of the Agreement.

Article XXIV.

Notices.

Notices to Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to Department of Aviation, 20 North Clark Street, Room 3000, Chicago, Illinois 60602, and notice to Licensee if sent by certified mail, postage prepaid, addressed to Licensee at _____ or to such other addresses as the parties may designate to each other in writing from time to time.

Article XXV.

Paragraph Headings.

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

Article XXVI.

Invalid Provisions.

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

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 thereto, be filed in the Office of the Recorder of Deeds of Cook County or Du Page County, Illinois, or in any other public office, by Licensee or anyone acting for Licensee and if the same be so filed, this Agreement and each and every provision hereof shall, at the option of the Licensor, be and become absolutely null and void and Licensor may declare such filing a breach of this Agreement.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed _____, (C.J. 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.]

[Exhibit "A" attached to this Agreement printed on page 24436 of this Journal.]

EXECUTION OF POSTAL SERVICE CONCESSION LICENSE
AGREEMENT WITH UNITED STATES POSTAL
SERVICE AT CHICAGO O'HARE
INTERNATIONAL
AIRPORT.

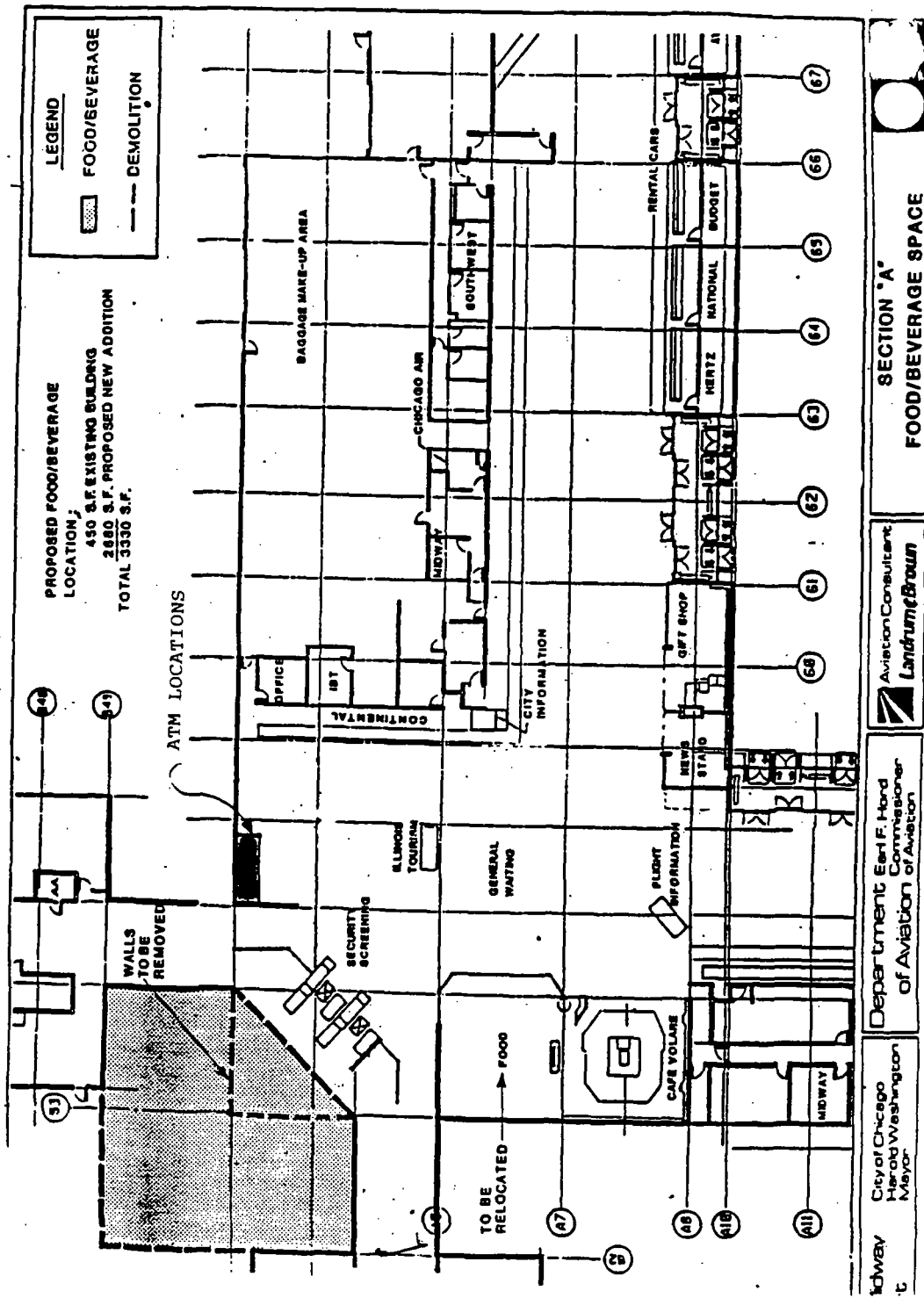
The Committee on Aviation submitted the following report:

CHICAGO, January 31, 1989.

To the President and Members of the City Council:

(Continued on page 24437)

Exhibit "A".



(Continued from page 24435)

Your Committee on Aviation, to which was referred an ordinance from the Department of Aviation to execute on behalf of the City of Chicago a Postal Service Concession Agreement for the United States Postal Service at Chicago O'Hare International Airport, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") owns, controls and operates the Chicago O'Hare International Airport ("Airport") in Chicago, Illinois, and possesses the power and authority to grant certain rights and privileges with respect thereto, including those hereinafter set forth; and

WHEREAS, The United States Postal Service, a federal agency of the United States Government ("Licensee") desires to operate a Postal Service Concession at the Airport; and

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

WHEREAS, City has determined that Licensee is qualified to conduct a Postal Service Concession at the Airport; and

WHEREAS, City deems it in the public interest and beneficial to itself and to its operation of the Airport to grant unto the Licensee a license to operate said concession and the rights and privileges as herein set forth; now, therefore,

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago a Postal Service Concession Agreement for certain premises at the Chicago O'Hare International Airport, said agreement to be substantially in the following form, or with such changes as authorized by the Commissioner of Aviation, as set forth in Exhibit A which is attached hereto and made a part hereto.

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

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

Concession License Agreement.

This Agreement made this _____ day of _____, 19____, by and between the City of Chicago, a municipal corporation and home rule unit of government under the Constitution of the State of Illinois by and through its Department of Aviation (hereinafter referred to as "Licensor") and United States Postal Service, a federal agency of The United States Government corporation (hereinafter referred to as "Licensee").

Witnesseth:

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

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

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

Whereas, the Licensor has determined after careful examination and review of various proposals that Licensee is best qualified to operate a concession at the Airport and Licensor

deems it in the public interest and beneficial to itself and to its operation of the Airport to grant unto the Licensee a license to operate said concession and the rights and privileges as herein set forth;

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

Part I -- Special Provisions.

Section 1.

Premises.

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

Space No. 2B-U1 consisting of 1,125(00) square feet, in Terminal Building 2 (Exhibit "A").

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

C. Additional Operations. The Commissioner of Aviation of the City of Chicago ("Commissioner") reserves the right to request that Licensee operate such additional locations at the Airport that may become available and that the Commissioner may designate during the term of this Agreement on the same terms and conditions set forth herein except the Minimum Guarantee License Fees (as hereinafter defined) set forth in Section 3 shall be increased proportionately based on the additional space; provided, there is sufficient time to amortize Licensee's investment in capital improvements for such additional locations.

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

Section 2.

Term.

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

- (a) The sixtieth (60th) day after approval of this Agreement by the City Council of the City of Chicago ("Commencement Date"); or
- (b) The date of beneficial occupancy ("Operation Date"), which shall be the first date that the concession is open to the public,

and shall continue thereafter for a period of five (5) years, unless sooner terminated or cancelled as hereinafter provided.

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

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

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

Section 3.

License Fee.

A. Fixed, Percentage, Minimum and Additional Fees to be Paid. Subject to the provisions and covenants contained in Section 11, during the term of this Agreement, Licensee agrees to pay Licensor the following fee:

Annual Fixed License Fee. A license fee of Fifty-five Dollars (\$55.00) per square foot per annum ("Fixed License Fee") for the Premises upon Section 1 (A), and at the same rate for any additional space granted under this Agreement.

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

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

Additional payments required by adjustments, if any, for fees payable in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by paragraph D of this Section 3.

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

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

Section 4.

General Description Of The Concession.

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

Licensee shall be permitted to sell and shall sell on a nonexclusive basis those items set forth in Exhibit _____ attached hereto.

Licensee shall not place or install any racks, stands or display of merchandise or trade fixtures directly on the boundaries or outside the boundaries of the Licensed Premises without the prior consent of the Commissioner.

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

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

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

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

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

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

Section 5.

Investment By Licensor And Licensee.

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

All such improvements, decor and equipment as are applicable to the areas designated on Exhibits _____ as are specified hereinafter as the responsibility of Licensee shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensor, in the minimum amount of Sixty-seven Dollars (\$67.00) per square foot.

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

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

(1) Demising Partitions:

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

(2) Ceilings:

Combination suspended linear aluminum, perforated, with mylar faced fiberglass acoustical batts; 5/8 inch gypsum board; and painted extruded aluminum reveals in a coffered configuration. Fascia facing exterior wall

shall be painted radiant metal panel. Hinged access panels shall be provided for access to mechanical equipment.

(3) Flooring:

Carpet in project standard pattern No. 2.

(4) Heating, Ventilation and Air-Conditioning:

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

(5) Fire Protection:

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

(6) Lighting:

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

(7) Electrical Outlets:

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

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

(8) Telephone:

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

In these same spaces Licensee will provide:

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

C. Improvements, Equipment and Decor Installation by Licensees at the Airport:

- (1) Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession areas more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the Airport and shall be not less than or equal to other quality stores at other Airports. All work shall be done in a good and workmanlike manner with materials of the highest quality.
- (2) Complete plans and specifications, including the choice and types of all materials to be used in the work, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner, and shall meet all local building codes and ordinances.
- (3) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the Concession shall be subject at all times to inspection by Licensor. Licensee shall give or cause to be given to the Commissioner and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications.
- (4) Licensee shall at all times throughout the term hereof maintain the improvements and all other portions of the Premises in good and serviceable condition and repair except structural maintenance, which shall be the responsibility of Licensor pursuant to Section 9 of this Agreement.
- (5) Licensee shall keep the Premises and the improvements and facilities constructed thereon free and clear of any and all mechanics' and materialmen's liens. Licensee may in good faith contest the validity of any lien, provided that it supplies Licensor with such bond or other security Licensor deems acceptable.
- (6) In the event that all or part of the Premises are reasonably required for Airport purposes that are neither capricious nor arbitrary prior to the expiration of this Agreement, the Commissioner may upon sixty (60) days advance written notice to Licensee, direct Licensee to vacate the same provided that Licensor, within sixty (60) days after Licensee's removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures and improvements constructed and installed upon the Premises required to be vacated; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof. Licensor will use its best efforts to provide comparable substitute space. In this event, Licensor shall adjust proportionately the Fixed License Fee specified in Section 3 (A) in amounts proportional to reflect the increased or decreased square footage. Licensee shall have the right to accept or reject any substitute areas proposed by Licensor.

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

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

Section 6.

Concessionaire's Bond.

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

Section 7.

Notices.

Notices of Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to Commissioner, Department of Aviation, 20 North Clark Street, Chicago, Illinois 60602, and notice to Licensee if sent by certified mail, postage paid, addressed to Licensee at 222 South Riverside Plaza, Suite 2000, Chicago, Illinois 60606-6155 or to such other addresses as the parties may designate to each other in writing from time to time. Notice shall be deemed given on the date such notice is deposited in the United States mails.

Part II -- General Provisions.

Section 8.

Services To Be Performed By Licensee.

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

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

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

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

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

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

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

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

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

Section 9.

Services To Be Performed By Licensor.

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

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

Section 10.

Quality And Price Control.

A. Merchandise. Licensee's initial schedule of merchandise items to be offered for sale from the Premises, and the prices to be charged therefor, shall be delivered to Licensor prior to commencement of this Agreement.

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

Section 11.

Interruptions, Reduction And Cancellation Of Operations.

In the event of an interruption or reduction in concession services beyond the control of Licensee, including but not limited to acts of God, accidents, weather and conditions

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

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

- (1) The permanent abandonment of the Airport by Licensor.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the entire Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.

Section 12.

Property Rights Upon Termination.

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

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

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

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

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

Section 13.

Damage Or Destruction Of Premises.

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

make any restoration or replacement of any panelings, decorations, office and trade fixtures, partitions, railings, ceilings, floor covering, equipment, machinery or fixtures or any other improvements or property installed in the affected Premises by Licensee or at the direct or indirect expense of Licensee. Licensee shall be required to restore or replace same in the event of damage.

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

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

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

Section 14.

Insurance.

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

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

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

- (1) To name as Additional Insured the City of Chicago, the Department of Aviation and its members, and all of the officers, agents, and employees of each of them.
- (2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies Shall Be Endorsed To Provide:

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

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

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

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

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

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

Section 15.

Equal Employment Opportunity Act.

Licensee agrees to comply with the Federal Affirmative Action Requirements as per The Equal Employment Opportunity Act.

Section 16.

Indemnity.

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

Section 17.

Inspections.

Licensee shall allow Licensor's authorized representative access to the Premises at all reasonable hours, for the purpose of examining and inspecting said Premises, for purposes necessary, incidental to or connected with the performance of its obligation hereunder, or in the exercise of its governmental functions. Such inspections shall be performed in the company of the Postal Service Station Manager or Clerk in charge and such inspections shall not disrupt the operations of the postal station.

Section 18.

Ingress And Egress.

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

Section 19.

Assignment And Subletting.

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

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

Section 20.

Signs.

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

Section 21.

Redelivery.

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

Section 22.

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

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

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

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964 -- 1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, et seq.; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, et seq., and all

amendments to those Statutes and Executive Orders and Regulations of the United States Departments of Labor, Transportation, and Health, Education and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21, to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881 -- 887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A; and to Executive Order 85-2 issued by Mayor Harold Washington.

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

The Department of Aviation requires the review and approval of the format of all contracts, agreements and other covenants with Minority and/or Women Business Enterprises, as defined in Executive Order 85-2. Such review and approval shall not be unreasonably withheld. Any changes (including termination) in said contracts, agreements, and covenants shall be immediately reported to the Commissioner of Aviation, in writing. Further, the Department of Aviation requires the submission, for an annual Affirmative Action Plan outlining hiring practices, plans, etc. including listing, within E.E.O.C. designated categories, the number of current employees and anticipated hires.

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

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

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

Section 23.

Non-Waiver.

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

Section 24.

Default.

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

1. Licensee shall fail duly and punctually to pay any and all fees due hereunder, or to make any other payment required hereunder, when due to Licensor; or
2. Licensee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or of any state thereof, or consent to the appointment of a receiver, trustee or liquidator of any or substantially all of its property; or
3. A petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, shall be filed against Licensee and shall not be dismissed within sixty (60) days after the filing thereof; or
4. By order or decree of a court, Licensee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if Licensee is a corporation, by any of the stockholders of Licensee seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof; or
5. By or pursuant to, or under authority of, any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of Licensee, and such possession or control shall continue in effect for a period of fifteen (15) days; or

6. The interest of Licensee under this Agreement shall be transferred, without the approval of Licensor, by reason of death, operation of law, assignment, sublease, or otherwise, to any other person, firm or corporation; or
7. Licensee shall voluntarily abandon, desert or vacate any part of the Premises or discontinue its operations thereat; or
8. Any lien shall be filed against the Premises or Licensee's interest hereunder because of any act or omission to act of Licensee, and shall not be discharged by Licensee or contested in good faith by proper legal proceedings commenced within thirty (30) days after receipt of notice thereof by Licensee; or
9. Licensee shall fail to keep, perform and observe each and every promise, covenant and agreement set forth in this Agreement and such failure shall continue for a period of more than thirty (30) days after delivery by Licensor of a written notice of such breach or default, except where fulfillment of its obligation requires activity over a period of time and Licensee has commenced in good faith to perform whatever may be required for fulfillment within thirty (30) days after receipt of notice and continues such performance without interruption except for causes beyond its control; or
10. Licensee shall use or give its permission to any person to use any portion of airport, terminal buildings or Premises used by Licensee under this Agreement for any illegal purpose.
11. Licensee shall be in default under any other agreement with Licensor.

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

1. Terminate this Agreement without prejudice to any other remedy or right of action for arrearages of license fees under Article 3; or
2. Allow this Agreement to continue in full force and effect and to enforce all of Licensor's rights and remedies hereunder, including, without limitation, the right to collect rent as it becomes due together with interest thereon at the rate of one and one-half percent (1-1/2%) per month.

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

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

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

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

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

Section 25.

Monetary Damages.

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

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

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

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

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

*Section 26.**Fines.*

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

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

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

*Section 27.**Independence Of Agreement.*

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

*Section 28.**Rules, Regulations, Laws, Ordinances And Licenses.*

Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airport, terminal buildings, terminal concourse areas, the Premises and related facilities, which Licensee agrees to observe and obey.

Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county and municipal governments which may be applicable to its operations at the Airport and shall obtain and maintain all permits and licenses necessary for its operations at the Airport. Licensee further agrees to pay all taxes imposed by law on the property or its operations.

Section 29.

Paragraph Headings.

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

Section 30.

Invalid Provisions.

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

Section 31.

Prohibition Of Recordation.

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

Section 32.

No Personal Liability.

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

Section 33.

Construction Of Agreement.

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

Section 34.

No Leasehold Interest.

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

Section 35.

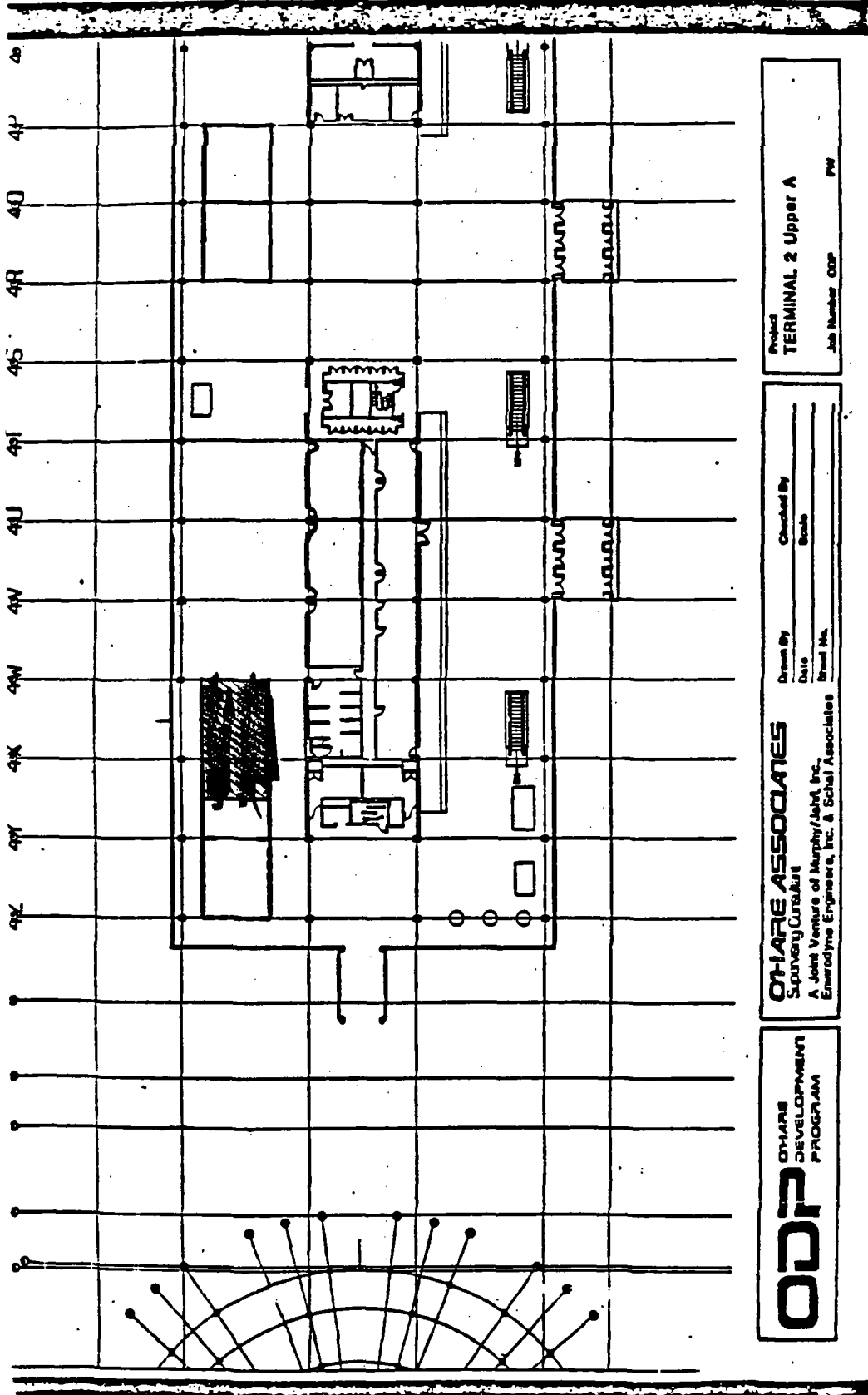
No member of or delegated to Congress or Resident Commissioner shall be admitted to any share or part of this license agreement or to any benefit that may arise therefrom.

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

[Signature forms omitted for printing purposes.]

[Exhibit "A" attached to this agreement printed
on page 24463 of this Journal.]

Exhibit "A".



Project
TERMINAL 2 Upper A
 Job Number ODP PW

Drawn By _____ Checked By _____
 Date _____ Scale _____
 Street No. _____
OHARE ASSOCIATES
 Supervisory Consultant
 A Joint Venture of Murphy/Jahrl, Inc.
 Emrodlyne Engineers, Inc. & Schaf Associates

ODP OHARE DEVELOPMENT PROGRAM

EXTENSION AND AMENDMENT OF AUTOMATED TELLER MACHINE
CONCESSION LICENSE AGREEMENT WITH AMERICAN EXPRESS
TRAVEL RELATED SERVICES COMPANY, INCORPORATED
AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, January 31, 1989.

To the President and Members of the City Council:

Your Committee on Aviation, to which was referred an ordinance from the Department of Aviation to execute on behalf of the City of Chicago an Extension and Amendment to the Automated Teller Machine Concession Agreement with American Express Travel Related Company, Incorporated, at Chicago O'Hare International Airport, having had same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") owns, controls and operates the Chicago O'Hare International Airport in Chicago, Illinois, and possesses the power and authority to grant certain rights and privileges with respect thereto, including those hereinafter set forth; and

WHEREAS, The City entered into an O'Hare Airport Automated Teller Machine Concession License Agreement (the "Agreement") dated February 15, 1984 with American Express Travel Related Company, Incorporated, ("Licensee"), such Agreement having been authorized by the City Council on February 15, 1984 (C.J. pages 4820 -- 4836); and

WHEREAS, The City and Licensee are desirous of extending such Agreement; and

WHEREAS, Article II, Paragraph 2 of such Agreement permits the extension of this Agreement for two successive three (3) year periods; and

WHEREAS, The City deems it advantageous to itself and to its operation of the Airport to enter into the Extension and Amendment to the Automated Teller Machine Concession License Agreement with Licensee; now, therefore,

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago an Extension and Amendment to the Automated Teller Machine Concession Agreement for certain premises at the Chicago O'Hare International Airport, said Agreement to be substantially in the following form, or with such changes as authorized by the Commissioner of Aviation as set forth in Exhibit A which is attached hereto and made a part hereof.

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

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

Extension And Amendment.

This Agreement, made and entered into this ____ day of _____, 1989, by and between the City of Chicago, a municipal corporation of the State of Illinois, (hereinafter referred to as "City") and American Express Travel Related Services Company, Incorporated, a New York corporation registered to do business in Illinois (hereinafter referred to as "Licensee").

Witnesseth:

Whereas, City owns and operates the Airport known as Chicago O'Hare International Airport (hereinafter referred to as "Airport"), situated in the City of Chicago, State of Illinois; and

Whereas, City and Licensee have previously entered into an Agreement, dated February 15, 1984 and authorized by the Chicago City Council on February 15, 1984 (Council Journal pages 4820 -- 4836): such agreement granting to Licensee the right to occupy Premises at the Airport and to operate Automated Teller Machines on the Premises; and

Whereas, the City and Licensee are desirous of extending such Agreement; and

Whereas, Article II, paragraph two of such Agreement permits the extension of this Agreement for two successive three-year periods;

Now, Therefore, City, in consideration of the provisions and conditions set forth in such Agreement, does hereby amend said 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 insofar and only insofar as said privileges, premises, terms, conditions and provisions are modified, changed or amended by the further provisions of said Agreement.

It is hereby agreed that the sole modifications of, changes in and amendments to said 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:

The following shall be added to "Article I(A.), Premises":

(4) Space No. 1B-00-UI, consisting of approximately 60 square feet, in Terminal Building I.

The first paragraph of "Article II, Term" shall be deleted and replaced with the following:

The term of this Agreement shall be for a period of three (3) years, beginning on _____, and terminating three (3) years thereafter.

The first paragraph of "Article III, License Fee" shall be deleted and replaced with the following:

A. Fixed and Percentage Fee to be Paid. During the term of this Agreement Licensee agrees to pay Licensor as fixed license fee: 1) the sum of \$20.00 per square foot per year for the concession area, with payment of the said annual license fee thereon due in advance. 2) As additional percentage license fee, Licensee agrees to pay Licensor a sum equal to 20% of that portion of gross revenues, derived from each Automated Teller Machine at Chicago O'Hare International Airport, in any calendar month that exceeds the amount of Three Thousand Five Hundred (\$3,500.00) Dollars, however, the minimum additional percentage license fee for each Automated Machine in any year of this Agreement shall be:

Space No. 1B-00-UI in Terminal I	\$9,015.96
Space No. 2A-00-UI in Terminal II	9,015.96
Space No. 3A-00-UI in Terminal III	9,015.96
Space No. 3C-00-UI in Terminal IIIA	<u>5,799.96</u>
	\$32,847.84

Execution of this amendment authorized by ordinance of the City Council of the City of Chicago passed on the _____ day of _____, 1988 (C.J. pp. _____).

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

[Signature forms omitted for printing purposes.]

EXTENSION AND AMENDMENT OF CONCESSION LICENSE
AGREEMENT WITH CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF CHICAGO AND
ASSIGNMENT OF RIGHTS TO HARRIS
TRUST & SAVINGS BANK FOR
CERTAIN PREMISES AT
CHICAGO O'HARE
INTERNATIONAL
AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, January 31, 1989.

To the President and Members of the City Council:

Your Committee on Aviation, to which was referred an Assignment and Extension and Amendment ordinance from the Department of Aviation, to execute on behalf of the City of Chicago an Automated Teller Machine Concession License Assignment for certain premises at the Chicago O'Hare International Airport, the City entered into an O'Hare International Airport Automated Teller Machine Concession License Agreement dated February 15, 1984 with Continental Illinois National Bank and Trust Company of Chicago, such Agreement passed by the City Council on February 15, 1984 (C.J. pp. 4821, 4838 -- 4852). Continental to assign its Chicago O'Hare Automated Teller Machine Concession License Agreement to Harris Trust & Savings Bank, etc., having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") owns, controls and operates the Chicago O'Hare International Airport in Chicago, Illinois, and possesses the power and authority to grant certain rights and privileges with respect thereto, including those hereinafter set forth; and

WHEREAS, The City entered into an O'Hare International Airport Automated Teller Machine Concession License Agreement (the "Agreement") dated February 15, 1984 with Continental Illinois National Bank and Trust Company of Chicago ("Continental"), such Agreement having been authorized by the City Council on February 15, 1984 (C.J. pages 4821, 4838-4852) and amended on _____, 1989, such amendment having been authorized by the City Council, C.J. pages _____; and

WHEREAS, Harris Trust and Savings Bank ("Harris") is a corporation organized under and by virtue of the laws of the State of _____; and

WHEREAS, Continental wishes to assign its Chicago O'Hare Automated Teller Machine Concession License Agreement to Harris, and Harris wishes to assume Continental's position under the Agreement, as amended, effective _____; and

WHEREAS, The Agreement between the City and Continental does not prohibit Continental from assigning such Agreement, with City Council approval; and

WHEREAS, Continental desires to and shall retain full responsibility under the Agreements as amended, to the City in accordance with the terms of the Agreement, as amended; and

WHEREAS, The City deems it advantageous to itself and to its operation of the Airport to allow the assignment of the amended Agreement from Continental to Harris; now, therefore,

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago an Automated Teller Machine Concession License Assignment for certain premises at the Chicago O'Hare International Airport, said Agreement to be substantially in the following form, or with such changes as authorized by the Commissioner of Aviation as set forth in Exhibit A which is attached hereto and made a part hereof.

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

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

Assignment.

This Agreement, dated _____, 1989, by and between Continental Illinois National Bank and Trust Company of Chicago, a Delaware corporation ("Continental") and Harris Trust & Savings Bank, a _____ corporation ("Harris").

Witnesseth:

Whereas, there exists an Agreement between Continental and the City of Chicago entered into and authorized by City Council on February 25, 1984, C.J. pp. 4821, 4838 -- 4852, C.J. pp. _____, for the operation by Harris of Automated Teller Machines at Chicago O'Hare International Airport (hereinafter referred to as "Airport"); and

Whereas, Continental wishes to assign its Airport Concession Agreement to Harris and Harris wishes to assume Continental's position under such Agreement, effective _____, 1989; and

Whereas, the Agreement between Continental and City provides in Article XVI that Continental may assign such Agreement, subject to the consent of the City Council; and

Whereas, Continental desires to and shall retain the duties and obligations set forth in the Extension and Amendment; and

Whereas, the City deems it advantageous to itself and to its operation of the Airport to enter into an Extension and Amendment which reflects the assignment by Continental to Harris (the "Extension and Amendment");

Now, therefore, in consideration of the recitals contained above and other good and valuable consideration, receipt of which is acknowledged, Continental and Harris agree as follows:

1. Recitals. The foregoing recitals are incorporated by reference as if fully set forth herein.
2. Assignment. To the fullest extent possible under the terms, conditions and limitations of the Agreement, Continental assigns the Chicago O'Hare Concession Agreement to Harris and Harris accepts such assignment, pursuant to the terms hereof, subject to acceptance by the City.
3. Duties. Harris shall in the place and stead of Continental carry out all of Continental's responsibilities under the Chicago O'Hare Concession Agreement.

4. Insurance and Bonds. Harris shall take all steps necessary to procure all insurance and payment/performance bonds required by the Concession Agreement in the name of Harris.
5. Effective Dates. This Assignment shall be effective only upon its acceptance by the City and shall terminate upon the termination of the Chicago O'Hare Concession Agreement, or upon any extension of the term thereof.
6. No Further Assignment. Harris shall not without prior written approval and consent of the City further assign the Chicago O'Hare Concession Agreement in part or in its entirety.
7. Applicable Laws. This Assignment shall be interpreted in all respects in accordance with the laws of the State of Illinois.
8. No Third-Party Beneficiary. This Assignment was made for and was intended to benefit solely the parties hereto. No other persons shall have any interest in or be a beneficiary of this Agreement or any of its terms. No other persons shall be entitled to enforce any of the terms hereof.
9. No Joint Venture. Harris is not a joint venturer with or a partner of Continental or the City.
10. Indemnification. Harris shall save and hold harmless, indemnify, and defend the City of Chicago from any and all actions, suits, claims, damages and attorneys' fees which may in any way arise or accrue as a result of the City's acceptance and approval of this Assignment.
11. No Waiver. No waiver by any party of any term, condition, limitation, notice or action required hereunder shall constitute or be deemed a waiver of any other or subsequent term, condition, limitation, notice or action hereunder.
12. Headings. The headings and captions appearing herein are for convenience only and shall not be deemed a part hereof for any purpose.

[Signature forms omitted for printing purposes.]

In Witness Whereof, and as evidence of this Assignment with the foregoing, the City and Assignee have duly executed this consent this _____ day of _____, 1989.

[Signature forms omitted for printing purposes.]

Approval of Assignment and Assumption, and Extension and Amendment Agreement attached to this agreement read as follows:

Approval Of Assignment And Assumption.

Reference is made to a Chicago-O'Hare Airport Concession Agreement dated February 15, 1984 (the "Agreement") between the City of Chicago, ("City") and Continental Illinois National Bank and Trust Company of Chicago, a corporation organized under and existing by virtue of the laws of the State of Delaware ("Assignor").

The undersigned City does hereby consent to the Assignment by Assignor of the Concession Agreement and to the assumption of the Concession Agreement by Harris Bank, and _____ Corporation, ("Assignee"), pursuant to the terms and subject to the conditions set forth herein, including without limitation the Concession and Percentage Fee for the remainder of the term of the Concession Agreement.

Approval of this Assignment and Assumption authorized by ordinance of the City Council of the City of Chicago passed on the _____ day of _____, 1989, (C.J.P. pp. _____).

Extension And Amendment.

This Agreement, made and entered into this _____ day of _____, 1989, by and between the City of Chicago, a municipal corporation of the State of Illinois, (hereinafter referred to as "City") Harris Trust and Savings Bank, an Illinois banking corporation, (the "Licensee") and Continental Illinois National Bank & Trust Company of Chicago, a national banking association (hereinafter referred to as "Guarantor").

Witnesseth:

Whereas, City owns and operates the Airport known as Chicago-O'Hare International Airport (hereinafter referred to as "Airport"), situated in the City of Chicago, State of Illinois; and

Whereas, City and Guarantor have previously entered into an Agreement, dated February 15, 1984 and authorized by the Chicago City Council on February 15, 1984, (Council Journal pages 4821, 4837 -- 4852): such Agreement granting to Guarantor the right to occupy premises at the Airport and to operate Automated Teller Machines on the premises (the "Agreement"); and

Whereas, the Licensee has assumed all the duties and obligations of the Agreement; and

Whereas, the City and Licensee are desirous of extending the Agreement; and

Whereas, Article II, Paragraph 2 of the Agreement permits the extension of this Agreement;

Now, therefore, City, in consideration of the provisions and conditions set forth in such Agreement, does hereby amend the Agreement, and Licensee hereby accepts all the privileges or premises set forth therein on 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 insofar and only insofar as said privileges, premises, terms, conditions and provisions are modified, changed or amended by the further provisions of said Agreement.

It is hereby agreed that the sole modifications of, changes in and amendments to said Agreement, which are hereby made herein, and which shall be applicable to all renewals and extensions as may be made and provided for therein are as follows:

1. Article I of the Agreement is hereby amended to include the following paragraph:

D. If the Licensee elects to acquire two additional spaces in the new Terminal I at the Airport, and such other space at the Airport as the parties may agree, the Licensor shall provide such space on the same terms and conditions as set forth in this Agreement.

2. The First Paragraph Of "Article II, Term" Shall Be Deleted And Replaced With The Following:

The term of this Agreement shall be for a period of five (5) years, beginning on _____, and terminating five (5) years thereafter. This provision does not effect the Licensee's rights of separate renegotiation for two successive three year periods as set forth in Article II of the Agreement.

3. Article III, Section A is hereby amended to include the following:

If such percentage fee does not exceed \$4,000, the Licensee shall pay a minimum guaranteed percentage fee of Four Thousand Dollars (\$4,000) instead of the lesser amount.

3) In the event that the Licensee institutes service charges to customers for the use of its Automated Teller Machines at the Airport, the Licensor reserves the right to renegotiate all fees set forth in this Article III.

4. Article XI of the Agreement is hereby amended in its entirety to provide as follows:

- A. Licensee shall procure and maintain during the term of this Agreement the following insurance:
- (1) Worker's Compensation, with Employer's Liability limits not less than \$1,000,000 each accident.
 - (2) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations Coverages.
 - (3) Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's non-ownership liability and hired auto 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 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 in respect to the concession.
- (2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies Shall Be Endorsed To Provide:

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

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

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

Certificates of insurance evidencing all coverages and endorsements above shall be furnished to the City 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 City, which demand must be based on reasonable and justifiable grounds.

All insurance coverage shall be with a company or companies approved by City's 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.

- B. Guarantor shall procure and maintain until February 15, 1991 the following insurance:
- (1) Worker's Compensation, with Employer's Liability limits not less than \$1,000,000 each accident.
 - (2) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations Coverages.
 - (3) Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's non-ownership liability and hired auto 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 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 in respect to the concession.
- (2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies Shall Be Endorsed To Provide:

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

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

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

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

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

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

Guarantor 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.

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

[Signature forms omitted for printing purposes.]

EXECUTION OF CARGO BUILDING SITE LEASE AGREEMENT WITH
UNITED PARCEL SERVICE, INCORPORATED AT
CHICAGO O'HARE INTERNATIONAL
AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, January 31, 1989.

To the President and Members of the City Council:

Your Committee on Aviation to which was referred an ordinance (referred on January 18, 1989) authorizing a cargo building site lease between the City of Chicago and United Parcel Service, Inc. for use of space at Chicago-O'Hare International Airport, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully requested,

(Signed) THOMAS W. CULLERTON,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Subject to approval by the Commissioner of the Department of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, the Mayor is authorized to execute, on behalf of the City of Chicago, and the City Clerk is authorized to attest to, an agreement between the City of Chicago and United Parcel Service, Inc., for use of space at Chicago- O'Hare International Airport, said agreement to be substantially in the following form:

[Cargo Building Site Lease Agreement immediately follows
Section 2 of this ordinance.]

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

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

Cargo Building Site Lease.

This Lease is made and entered into as of the ____ day of _____, 19____, by and between the City of Chicago, a municipal corporation and home rule unit existing under the laws of the State of Illinois ("City"), and United Parcel Service, Inc., a corporation organized and existing under and by virtue of the laws of the State of Ohio ("Airline").

Witnesseth:

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

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

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

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

Article I.

1.01 Lease Of Premises.

City hereby leases to Airline, and Airline hereby leases from City, the land depicted on Exhibit A attached hereto ("Demised Premises"), which consists of 368,200 square feet, together with the facilities, rights and privileges hereinafter described. City shall use its best efforts to deliver possession of the Demised Premises to Airline no later than the date of execution of this Agreement. The date on which City actually delivers to Airline possession of the Demised Premises is referred to herein as the "Delivery Date".

1.02 Operation Of Cargo Site.

Airline or its sublessees or assigns is hereby granted the exclusive use of the Demised Premises, subject to the terms and provisions hereof and to rules and regulations promulgated by City in accordance with Article VI hereof, for any and all purposes reasonably necessary or convenient in connection with the conduct by Airline of the business of air transportation of freight and cargo and such other uses as set forth below, including, without limitation, the following:

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

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

Airline may use the Demised Premises for uses other than those specified in this section only upon the written approval of the Commissioner of Aviation. The grant of such approval shall be in the discretion of the Commissioner of Aviation after due consideration of airline's request.

1.03 Ingress And Egress; Right To Connect Utilities.

Subject to rules and regulations promulgated by City in accordance with Article VI hereof, Airline, its sublessees or assigns, shall have the right and privilege of ingress to and egress from the Demised Premises for its or their employees, agents, guests, patrons and invitees, its or their suppliers of materials and furnishers of service, and its or their aircraft, equipment, vehicles, machinery and other property. Except as otherwise specifically provided in this Lease, no charges, fees or tolls of any nature, direct or indirect, shall be imposed by City upon Airline, its sublessees or assigns, its or their employees, agents, guests, patrons and invitees, or its or their suppliers of materials and furnishers of service, for (i) such right of ingress and egress, (ii) the privilege of purchasing, selling or using for a purpose herein permitted any materials or services purchased or otherwise obtained by Airline or its sublessees or assigns, (iii) transporting, loading, unloading or handling persons, property, cargo, or mail in connection with Airline's or its sublessees or assigns' business, or (iv) exercising any right or privilege granted by City hereunder. The foregoing shall not preclude City or its concessionaires from making and collecting a charge for the use of public automobile parking areas or sightseeing facilities, or for the use of ground transportation to, from or within, the Airport furnished by City or its concessionaires, or for the furnishing or sale by City or its concessionaires to the public at the Airport of services, insurance, food and merchandise, or preclude City from imposing any tax, charge, or permit or license fees not inconsistent with the rights and privileges granted to Airline hereunder or under the Airport Use Agreement. Notwithstanding the foregoing, nothing in this Section 1.03 shall be deemed to permit or preclude City from levying a passenger facility charge or other similar tax at the Airport. Nothing herein shall preclude Airline from contesting such charge or tax if enacted or promulgated by City. Airline shall have the right to purchase or otherwise obtain property and services of any nature from any suppliers of its choice.

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

1.04 Sublease And Assignment Of Demised Premises.

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

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

(ii) Any sublease or assignment of the Demised Premises, except a sublease or assignment to a subsidiary, parent corporation or subsidiary of a parent corporation, shall be subject to the prior written approval of the Commissioner, which approval shall not be unreasonably withheld. In no event shall approval of any sublease or assignment be deemed to constitute a waiver or restriction on the right to disapprove or deny consent to any additional or subsequent sublease or assignment.

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

Article II.

2.01 Term.

The term of this Lease shall be for a period of thirty (30) years commencing on _____, 19____, and terminating on May 11, 2018, unless sooner terminated in accordance with the provisions set forth herein.

Article III.

3.01 Rent.

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

\$.45 per square foot per year for 368,200 square feet.

(b) Rent shall begin accruing hereunder on the earlier of (i) the date of substantial completion of the Improvements (as defined in Section 4.01 hereof) or (ii) 02/01/89. From and after the time rent begins so accruing and continuing throughout the term of this Lease, Airline shall pay City, not later than the first business day of each month, the rent as set forth above, for such month all such rent shall be paid to the Comptroller of the City of Chicago at his office in City Hall, Chicago, Illinois or such other place as may be designated. Rent for the first and last months of this Lease shall be prorated, if necessary.

(c) Rent payable hereunder shall be increased, beginning on the January 1, following the second anniversary date of this Lease, and on each year thereafter, by multiplying such rent by a fraction, the numerator of which is the Producer Price Index/All Commodities ("P.P.I.") published by the United States Department of Labor, Bureau of Labor Statistics (1967 = 100) for such anniversary year and the denominator of which is P.P.I. for the first year of this Lease. Each yearly period for which the P.P.I. is being recalculated hereunder is referred to herein as a "Recalculation Period". Rent, as so adjusted, shall be paid in the manner set forth in subparagraph (b) above.

If the manner in which the P.P.I. is determined by the Department of Labor is substantially revised, City shall adjust the revised index which would produce results equivalent, as nearly as possible, to those which would have been obtained if the method of determining the P.P.I. had not been revised. If the P.P.I. is discontinued or otherwise becomes unavailable to the public, City shall substitute therefor a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency or department, or if no such index is available, a comparable index published by a recognized financial institution, financial publication, or university.

3.02 Operation And Maintenance Expense.

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

Thirty (30) days prior to the first rental payment under Section 3.01(b) and not later than seventy (70) days prior to the end of each fiscal year thereafter, City shall furnish Airline with a projection of the O. & M. expenses and projected O. & M. charges for the Cargo Area for the next ensuing fiscal year. On the first date that rental is due under this Agreement, and on each date that rental is due thereafter, Airline shall pay to City for deposit into the Operation and Maintenance Fund an amount equal one-twelfth (1/12) of the Airline's pro rata share of the projected O. & M. expenses for the fiscal year. Airline's pro rata share shall be determined by a percentage in which the total square footage leased to Airline pursuant to Section 3.01(a) is the numerator and the total square footage of all land leased in the Cargo Area is the denominator.

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

The City will maintain accurate records allocating O. & M. expenses for each fiscal year. Within six months after the close of each fiscal year, City shall furnish Airline with a copy of an annual audit report ("Final Audit") prepared in accordance with generally accepted accounting principles and certified by an independent accountant or outside auditors covering the O. & M. expenses for such preceding fiscal year and shall set forth the O. & M. expenses paid by Airline during such period.

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

3.03 Deficiency Assessments.

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

At any time during the term hereof, Airline may notify the Commissioner of any objections to the O. & M. charges. At the request of any Airline, the Commissioner shall meet with such Airline regarding such objection. City shall make all reasonable efforts to perform such project at the lowest possible cost consistent with its responsibility as a prudent airport operator. In the event that the costs to be incurred by the City in the repair, reconstruction or replacement of any capital projects in the common areas of the Cargo Area which equal \$75,000 or less are required, City shall, at least thirty (30) days prior to making any expenditure, give written notice to Airline. Capital projects shall be defined as a) those projects which do not require immediate, emergency corrective action

within a twenty-four (24) hour period and b) are defined in accordance with generally accepted accounting principles as may be re-defined from time-to-time by City's public accounting firm. Such notice shall include (i) an estimate of (1) the cost of such project, (2) the construction scheduled, description and justification for such project, (ii) the manner of payment and estimated payments required as a result thereof, (iii) the proposed allocation of such expenses within the Cargo Area portion of the Land Support cost center, and (iv) the projected impact of such costs on Airport fees and charges, all in sufficient detail to enable the Airline to make informed comments thereon. Airline may submit to City written comments on such expenditures, and may request a meeting with the City, within twenty (20) days following receipt of such notice by Airline, and City shall give due consideration to any such comments filed in a timely manner by Airline. Upon a request by a Majority-In-Interest (which is herein defined as fifty-one percent (51%) of all Airlines having executed an Airport Use Agreement and leasing cargo building sites within the Cargo Area as shown on Exhibit E to the site leases), City shall convene, within ten (10) days, a meeting of the Airlines to discuss such capital projects, with City providing due consideration to such Airline comments.

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

3.04 Taxes.

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

3.05 Capital Improvement Reimbursement.

Upon execution of this Lease, Airline shall pay to the City an amount equal to \$2.00 per square foot of leased area under Section 1.01 representing reimbursement to the City for costs incurred by the City in providing capital improvements to the cargo area.

3.06 Taxi Lane Pavement.

Airline shall, at its own cost and expense, provide 137,156 square feet of taxi lane adjacent to the Demised Premises and identified on Exhibit F to this Agreement. Said taxi lane shall be constructed in accordance to current Airport standards for such taxi lane.

Construction of said taxi lane shall commence upon the executor of this Lease and shall be completed prior to Airline's occupancy of the Demised Premises for the operation of air freight and cargo. Upon completion of said taxi lane, the taxi lane shall be a common area of the cargo area.

In the event the City leases any portion of the property with frontage with the taxi lane constructed by Airline hereunder to a third-party, said third party shall, as a condition of its lease agreement with the City, reimburse Airline for that proportion of the cost of the taxi lane which has frontage on its site.

Article IV.

4.01 Construction Of Improvements On Demised Premises.

Airline, after securing necessary permits therefor, shall at its sole expense, erect and install on the Demised Premises, the structures, aircraft parking apron, and improvements (hereinafter collectively referred to as the "Improvements") as described in Exhibit B attached hereto. Design and construction of the Improvements shall be accomplished in accordance with the provisions of Exhibits C and D attached hereto.

For purposes of this section, construction of Airline's facilities on the Demised Premises may include construction of connections with any roadway, water line, sewer line, drainage ditch and utility line serving the Demised Premises, if requested by Airline, and the plans and specifications are approved by the City.

4.02 Maintenance, Replacement And Repair.

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

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

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

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

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

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

4.03 Title.

Title to the Improvements shall vest in City upon certification by an engineer employed by City that construction of the Improvements has been completed.

4.04 Signs.

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

4.05 Lighting.

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

4.06 Covenant Against Liens.

Airline shall keep the Demised Premises and the Improvements free and clear of liens, except as may be approved by City, which might arise out of any act by Airline; provided however, that Airline may, in good faith, contest the validity of any lien.

4.07 Performance By City Upon Failure Of Airline To Maintain.

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

4.08 Inspection.

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

4.09 Non-Disturbance.

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

Article V.

5.01 Facilities Furnished By City.

City shall deliver the Demised Premises in a rough graded condition in accordance with the specifications of O'Hare Development Project No. 402. City makes no warranty as to

the soil conditions of the Demised Premises or the adequacy of the Demised Premises for Airline's intended purpose other than that the site has been prepared in accordance with O.D.P. No. 402. City shall construct taxiways, roadways, water lines, sewer lines, utility lines and drainage ditches serving the Demised Premises, substantially as described in Exhibit B hereto. Airline may use such taxiways, roadways, water lines, sewer lines and drainage ditches in common with others; provided, however, that Airline shall be required to pay to City its established charge for direct metered water supplied by City to Airline through any such water line. Airline shall pay all charges for electricity furnished to the Demised Premises.

5.02 Maintenance And Operation Of Airport.

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

5.03 Exclusive Possession.

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

5.04 Performance By Airline Upon Failure Of City To Maintain And Operate.

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

Article VI.

6.01 Rules And Regulations.

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

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

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

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

Article VII.

7.01 Exercise By City Of Governmental Functions.

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

Nothing herein shall be construed to prevent Airline from contesting in good faith any tax or inspection fee so long as such contest is diligently commenced and prosecuted by Airline.

Article VIII.

8.01 Insurance.

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

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

8.02 Insurance On Improvements During Construction.

Airline, or Airline's designated representatives, shall, until the date upon which the Improvements are certified as complete by an engineer employed by City, keep in force insurance issued by a responsible insurance company or companies, insuring City against all liabilities for public liability or property damage arising out of or in connection with the construction upon or the use and occupancy of the Demised Premises, in amounts of comprehensive insurance acceptable to City. Such policies shall insure the Improvements during construction under completed builder's risk insurance, against fire, with extended coverage insuring against, among other things, vandalism and sprinkler leakage in an amount equal to the full replacement value of the Improvements under construction as the same progresses in order to assure continuity of construction and ultimate completion despite damage or destruction suffered during the course thereof.

8.03 Insurance Of Improvements After Completion Of Construction.

(a) The Improvements shall be insured at all times, on and after the date upon which completion thereof is certified by an engineer employed by City, and during the term hereof, under a so-called "fire and extended coverage policy or policies," issued by a respectable insurance company or companies, which policy or policies shall specifically insure against loss or damage by fire, lightning, collision, explosion, strikes, riots, civil commotions, malicious damage, tornado, windstorm or snow damage in the amount of full replacement value. Such insurance policy or policies shall be taken out and maintained by Airline. All such insurance policies shall name City as an additional insured thereunder, and shall provide that proceeds of such insurance shall be payable to City or Airline as their interests appear. Any costs incurred by City under such insurance policies shall be paid by Airline to City at the office of City Comptroller of City within thirty (30) days after receipt by Airline of a statement therefor.

(b) If any building or improvement constructed on the Demised Premises is damaged or destroyed on or after the date of completion of the Improvements as certified by an engineer employed by the City, and if any insurance proceeds are payable by reason thereof, Airline shall immediately after such damage or destruction cause to be prepared plans, specifications and estimates of cost for repairing, replacing or reconstructing the damaged or destroyed property in accordance with the original design, subject to such modifications

thereof as may be approved by Airline and City. City shall be entitled to participate in the preparation of such plans and specifications, and must approve them prior to the commencement of reconstruction. Such insurance proceeds shall be applied, as promptly as practicable, to the repair, replacement or reconstruction of the damaged or destroyed property, in accordance with such plans and specifications.

8.04 Proof Of Insurance.

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

Article IX.

9.01 Abatement In The Event Of Closing.

In the event that the Airport is closed for a period of time in excess of five (5) consecutive days by any order or direction of City or any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction not stayed by way of appeal or otherwise, then the rent payable by Airline shall abate for the period of such closing.

9.02 Abatement On Account Of Casualty.

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

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

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

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

Article X.

10.01 Release Of City.

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

(b) City shall not be liable to Airline for damage to any property of Airline or any loss of revenues to Airline resulting from City's acts or omissions in the maintenance and operation of the Airport except those caused by the active negligence of the City.

10.02 Regulating The Airport.

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

10.03 Indemnity.

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

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

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

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

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

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

Article XI.

11.01 Termination By City.

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

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

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

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

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

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

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

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

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

Article XII.

12.01 Recovery Of Possession By City.

(a) If Airline abandons the Demised Premises, and the Lease is terminated, Airline's right to the possession of the Demised Premises shall terminate, with or without any further notice or demand whatsoever. In such event, Airline shall surrender possession of the Demised Premises immediately, and City shall have the right to enter into and upon the Demised Premises, or any part thereof, to take possession thereof, as against Airline and any other person claiming through it and to expel and remove Airline and any other person claiming through it who may be occupying the Demised Premises. City may use such force in so expelling and removing Airline and said other person as may reasonably be necessary, and such repossession shall not cause forfeiture of rent due hereunder, nor a waiver of any covenant, agreement or promise herein contained to be performed by Airline.

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

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Article XIII.

13.01 Termination By Airline.

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

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

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

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

Article XIV.

14.01 Right Of Airline To Remove Property.

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

Article XV.

15.01 Nondiscrimination In The Use Of The Demised Premises By Airline.

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

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

15.02 Nondiscrimination In Furnishing Services.

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

15.03 Affirmative Action.

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

(b) Airline specifically agrees that it will comply with the provisions of Exhibit D relating to Disadvantaged Business Enterprises, Affirmative Action Procedures, and Equal Employment Opportunity and Residency for Construction of the Project.

Article XVI.

16.01 Definitions.

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

(1) "Abandonment" or "Abandons" means the cessation of the use of the Demised Premises by the Airline of all of the uses permitted under this Agreement in Section 1.02, other than for reasons of strikes or Force Majeure, for a period of 60 days.

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

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

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

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

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

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

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

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

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

(11) "Force Majeure" means an earthquake, flood, act of God, riot, civil commotion or other occurrence or condition of like nature or any regulation or order of any public or military authority stemming from the existence of economic controls, riot, hostilities or war.

(12) "Improvements" means the building structure, aircraft parking apron, and vehicular parking and loading areas as described in Exhibit B attached hereto and herein incorporated by reference.

(13) "Operation and Maintenance Expenses" (sometimes abbreviated as "O. & M. Expenses" means for the Cargo Area, for any Fiscal Year, the costs incurred by the City in operating and maintaining the common areas of the Cargo Area during such Fiscal Year, either directly or indirectly by allocation to the Cargo Area by City in accordance with the practices and procedures of City historically used under the 1959 Airport Use Agreement and remaining in effect under the 1983 Airport Use Agreement, as amended, including without limitation:

(a) the following costs and expenses incurred by City for employees of City employed with respect to the Cargo Area at the Airport, or doing work involving the Cargo Area at Airport: direct salaries and wages (including overtime pay), together with payments or

costs incurred for associated payroll expense, such as union contributions, cash payments to pension funds, retirement funds or unemployment compensation funds, life, health, accident and unemployment insurance premiums, deposits for self-insurance, vacations and holiday pay, and other fringe benefits;

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

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

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

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

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

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

(h) costs of advertising at or for the Cargo Area;

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

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

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

(15) "Supervising Consultant" means a consultant selected by the City with expertise in the planning and construction of airports and facilities thereof.

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

16.02 Incorporation Of Exhibits.

The following exhibits attached hereto are made a part of this Agreement:

- Exhibit A -- The Demised Premises.
- Exhibit B -- Description of Improvements.
- Exhibit C -- Procedures for Design and Construction of Improvements.
- Exhibit D -- Equal Employment and Affirmative Action.
- Exhibit E -- Cargo Area Layout Plan.
- Exhibit F -- Taxilane Pavement.

Article XVII.

17.01 Notices.

All notices to City provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Chicago, Illinois 60602, or to such other address as City may designate from time to time by notice to Airline or as required by this Agreement, and shall be deemed given when so mailed. All notices to Airline provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to Airline, Manager, Airport Properties, United Parcel Service, 9504 Williamsburg Plaza, Louisville, Kentucky, 40222 and National Real Estate, United Parcel Service, 51 Weaver Street, Greenwich Office Park 5, Greenwich, Connecticut 06830 or to such other address as Airline may designate from time to time by notice to City, and shall be deemed given when so mailed.

17.02 Separability.

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

way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

17.03 Remedies Cumulative.

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

17.04 Headings.

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

17.05 Successors And Assigns.

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

17.06 Construction And Consent To Jurisdiction.

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

17.07 Late Payments.

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

17.08 Counterparts.

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

17.09 Amendments.

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

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

[Signature forms omitted for printing purposes.]

[Exhibits "A", "E" and "F" attached to this agreement printed on pages 24503 through 24505 of this Journal.]

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

Exhibit "B".

Airline will construct the following:

- a. Aircraft parking apron for its exclusive use.
- b. Building and support service space.
- c. A taxilane on the west side of the Demised Premises (Article 3.06).
- d. A taxilane on the north side of the Demised Premises.

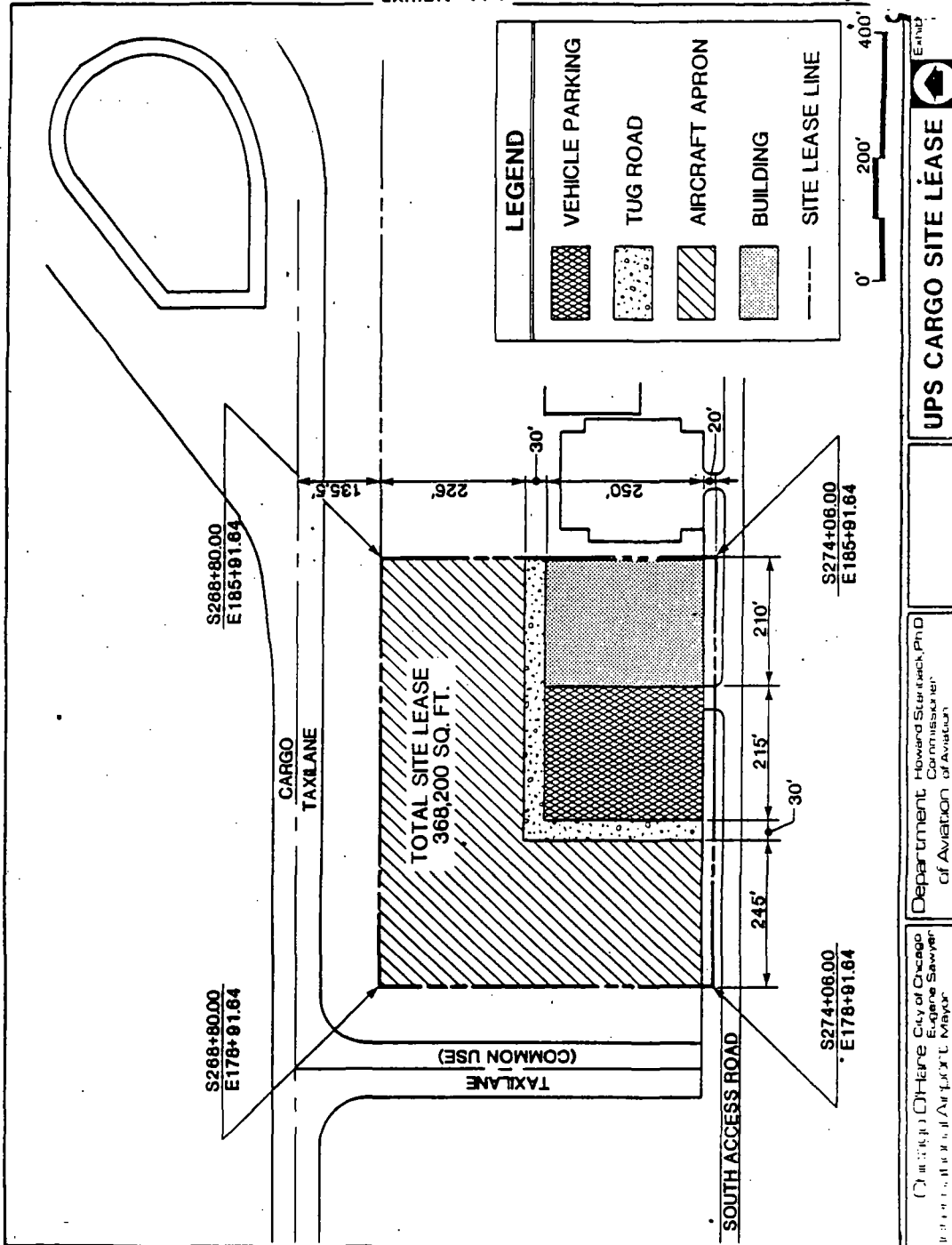
Exhibit "C".

Procedures For Design And Construction Of Improvements.

Paragraph 1. Responsibility For Design And Construction.

(Continued on page 24506)

Exhibit "A".



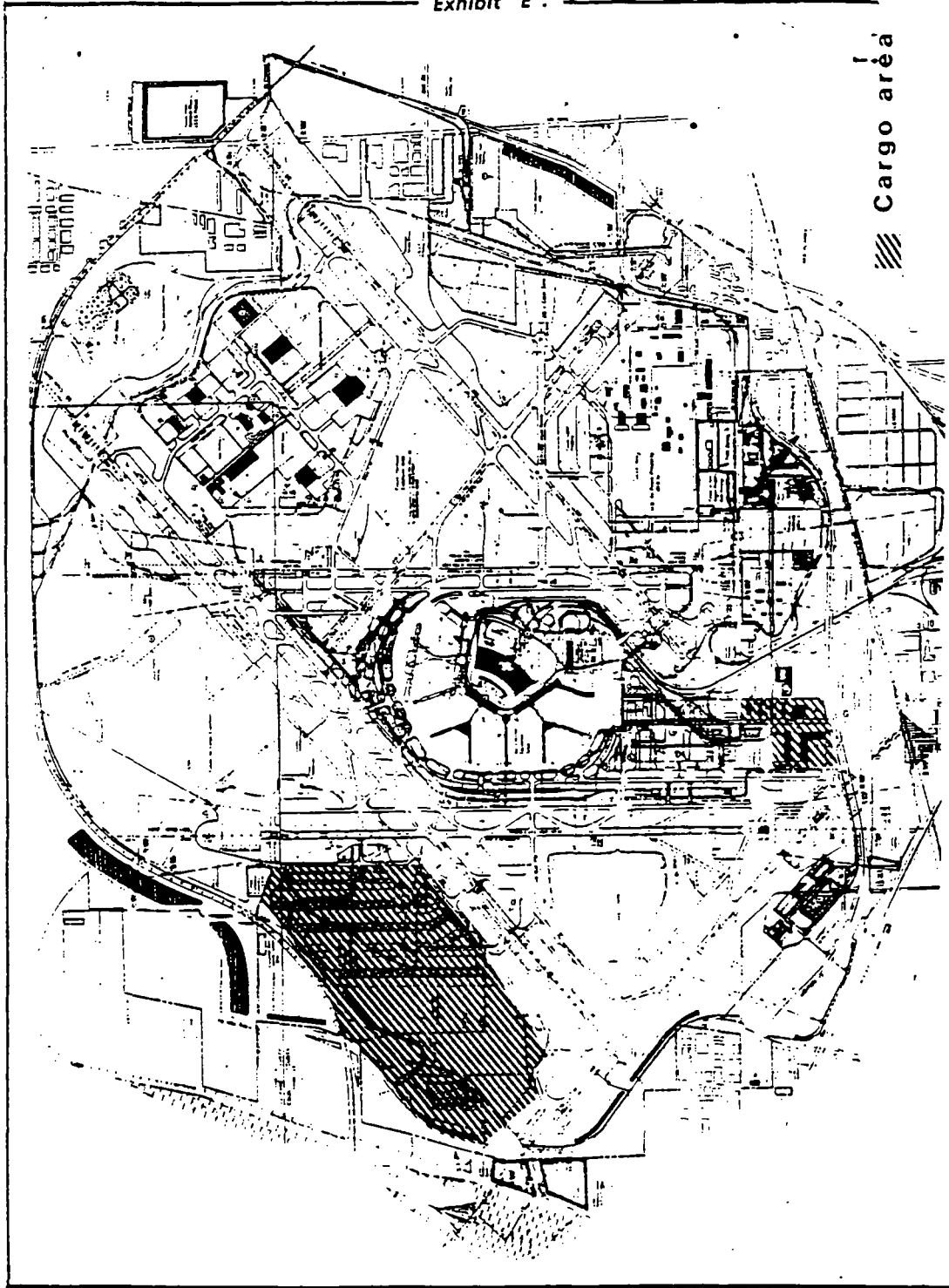
Chicago O'Hare City of Chicago
 Engine Sawyer
 Department of Aviation
 Commissioner
 of Aviation

Howard Steinbeck, Ph.D.
 Department of Aviation
 Commissioner
 of Aviation

UPS CARGO SITE LEASE

December 15, 1988

Exhibit "E".

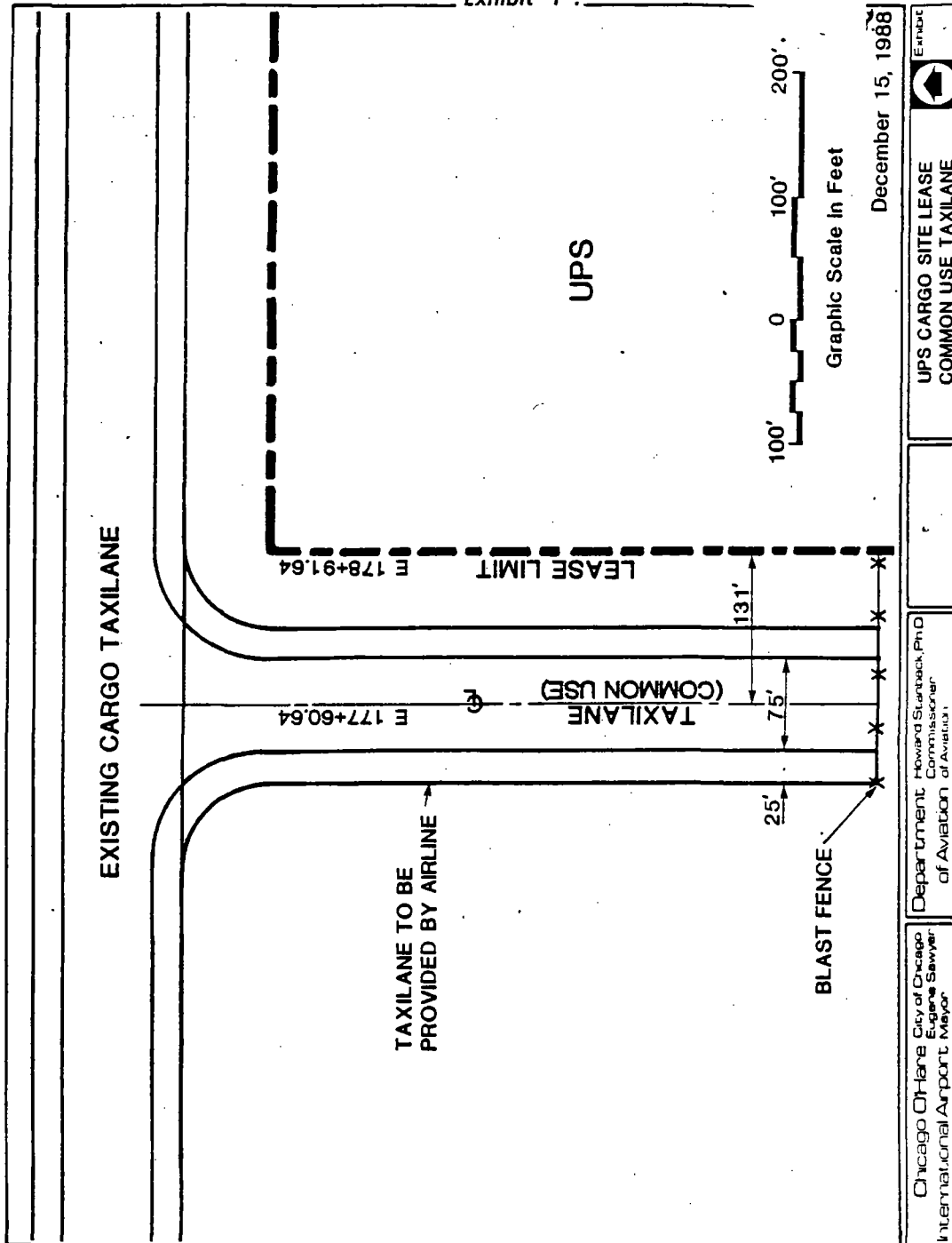


Cargo area

CHICAGO O'HARE INTERNATIONAL AIRPORT
COMMON IMPROVEMENT O&M

OTI AND ASSOCIATES
LANDING & BROWN

Exhibit "F".



Chicago O'Hare City of Chicago
 International Airport Mayor

Department: Howard Stuckert, Ph.D.
 Commissioner
 of Aviation

UPS CARGO SITE LEASE
 COMMON USE TAXILANE

December 15, 1988

(Continued from page 24502)

Airline shall undertake the design and construction of the Improvements. Airline will negotiate and award design and construction contracts and supervise the design, construction and installation of the Improvements throughout until their completion. In order to expedite construction of the Improvements, contracts associated with the design, construction and installation of the Improvements may be negotiated rather than competitively bid. Subject to the provisions of Paragraph 2 hereof, Airline may commence the acquisition, construction and installation of the Improvements at any time after the execution and delivery of this Lease and agrees that it will commence the acquisition, construction and installation of the Improvements as promptly as practicable, and that it will complete the acquisition, construction and installation of the Improvements with all reasonable dispatch.

Paragraph 2. Coordination With City.

The design and construction of the Improvements will be in accordance with O'Hare design procedures and standards and reasonable construction standards established or approved by City. Such procedures and standards will not impose on Airline stricter or more rigid procedures or standards than are applied to other airlines at the Airport. Such procedures and standards will be established in a timely manner.

(a) Project Planning and Design Phase. Airline will submit, or cause to be submitted, to City's Commissioner of Aviation and Commissioner of Public Works (the "Commissioners") proposed plans and specifications for the Improvements for review and comment by City. Such plans and specifications and all amendments thereto shall be subject to the approval of the Commissioners, which approval shall not be unreasonably withheld. The Commissioners will approve, conditionally approve or disapprove submissions of any such plans and specifications within ten (10) business days or as mutually agreed to following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation as to the reason therefore. Notwithstanding the fast track construction procedures, Airline will complete each contract package to a reasonable level of detail (including alternate designs selected by Airline for major structural, mechanical, electrical and architectural elements) that will allow City appropriate review upon which to base the approval. Airline shall not proceed with construction until all necessary approvals have been obtained.

(b) City Construction Coordinator and Staff. The Commissioners shall designate a supervising consultant (the "Supervising Consultant") which shall act on behalf of City with respect to all matters related to the design and construction of the Improvements and the coordination of construction of the Improvements with the operation of the Airport. Airline will provide reasonable administrative space for the Supervising Consultant contiguous to the Demised Premises. The Supervising Consultant shall provide such personnel as shall be necessary from time to time. All of City's communications to Airline with respect to the design and construction of the Improvements shall be made by or through the Supervising Consultant or the

Commissioners. The cost of the Supervising Consultant shall be paid initially by City and reimbursed by Airline. City agreed to use its best efforts to keep the cost of such personnel as low as reasonably practicable, and in no event shall the aggregate amount of reimbursement to City hereunder exceed one percent (1%) of the cost of the design and construction of the Improvements. City shall provide for Airline's review in November or December of each year during the period of construction, a definitive statement of Supervising Consultant services and required manpower and dollar budgets by month, with regard to the Improvements for the following calendar year. City shall provide Airline a detailed review and analysis of actual expenditures against budgets, including reallocation of budgets if required, with regard to the Improvements on a semi-annual basis. More frequent budget reviews will be provided at Airline's request. City shall provide Airline monthly invoices that describe time charges of Supervising Consultant staff assigned to the Improvements. Airline may, within ten (10) days of such provision, request a meeting with City to review and discuss such invoices. City shall hold such meeting or provide Airline with a reasonable opportunity for such a meeting, and give due consideration to Airline's concerns and recommendations regarding such invoices. Airline further may request City to review and audit Supervising Consultant invoices related to the Improvements at any time. Airline shall, upon request, receive copies of all such audits performed by City and may interview the personnel who performed such audits.

(c) Airline to Provide Information. Prior to the start of design of the Improvements and thereafter as may be necessary to provide the Commissioners with current and complete information as to the construction of the Improvements, Airline shall submit to the Commissioner through the Supervising Consultant (i) initial and updated construction schedules (which shall be reviewed by the Supervising Consultant for their impact and relation to other construction projects at the Airport) indicating the proposed and/or actual sequence of all construction contracts and subcontracts and the estimated date of completion of the work under each such contract, (ii) initial and updated site utilization plans, including contract limit lines, storage and office areas and proposed temporary alterations or detours intended to maintain public access and support detours intended to maintain public access and support services, to, from, through or past operating facilities at the Airport, and (iii) Airline's initial and updated estimates of the aggregate cost of the Improvements.

(d) Construction Phase. City shall have the right to monitor the construction of the Improvements to assure that the facilities which comprise the Improvements are constructed and installed in conformity with the plans, specifications and standards therefor. In order to assist City in monitoring the construction of the Improvements the general contractor shall submit, or cause to be submitted, to the Supervising Consultant, for information and record purposes, copies of all (i) field test reports, (ii) equipment purchase orders reflecting a cost in excess of \$100,000, (iii) material certificates, (iv) approved shop drawings, (v) requests for payment to contractors or subcontractors, (vi) progress reports, (vii) notification of substantial completion of the Improvements and final acceptance thereof, (viii) maintenance and operations manuals in connection with building systems, (ix) as-built drawings, and (x) any other documents relating to the Improvements which may be reasonably requested by City. No change order which materially changes the scope of the work shall be effected by Airline without the approval of the Supervising Consultant as to compliance with the plans and

specifications, which approval shall not be unreasonably withheld. The Supervising Consultant will approve, conditionally approve or disapprove submissions of change orders within (10) business days following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation as to the reason therefor.

In the event the Supervising Consultant determines that the construction of the Improvements is at material variance from the plans, specifications and standards therefor, Airline shall use its best efforts to expeditiously resolve such variance through immediate consultation with representatives of Airline's architect and the general contractor.

If such consultation fails to achieve a result satisfactory to the Supervising Consultant, by written notice to Airline, the Supervising Consultant may, until it has been determined under the applicable contract that the work has been performed without material variance from the plans and specifications for such contract, (a) suggest to Airline that it withhold payments from any contractor or subcontractor which has performed, in the judgment of the Supervising Consultant, work which is at material variance from the plans and specifications, or (b) suggest to Airline that it stop work on any portion of the Improvements directly affected by such variance from the plans, specifications and standards. If Airline's response is, in the opinion of the Commissioners, not acceptable to City, the Commissioners may direct Airline to stop work on any portion of the Improvements that are in variance with the plans, specifications and standards.

Any work or material which is at material variance from the plans and specifications therefor shall be corrected or replaced by Airline, provided that City informs Airline of such variance within ten (10) business days following the performance of such work unless such variance could not have been discovered with due diligence in which case City shall inform Airline of such variance as soon as reasonably practicable. If such work or material is not corrected or replaced by Airline within thirty (30) days following notice from City to Airline, City may cause such work to be corrected or such material to be replaced, with its own forces or otherwise, at the expense of Airline, provided that in the event such work cannot be corrected or such material cannot be replaced within said thirty (30) day period, Airline shall be afforded such additional reasonable time as may be necessary to correct such work or replace such material.

Paragraph 3. Access To Project Site.

Airline, and its architects, engineers and contractors, shall have full and complete access to the Demised Premises and other areas of the Improvements, provided that such access shall not unreasonably interfere with the operation of the Airport. The Supervising Consultant shall have authority to arrange and shall arrange such access. It is Airline's responsibility to coordinate its design and construction with all other development projects at the Airport. Airline is solely responsible for any cost it or its contractors incur due to such coordination.

*Exhibit "D".**Equal Employment And Affirmative Action.*

Paragraph 1. Minority And Women Business Enterprise.

Airline shall provide for the participation of Minority and Women Business Enterprise to the maximum extent possible in the design and construction of the Improvements. To this end, Airline shall establish a policy for the utilization of Minority and Women Business Enterprises, a liaison with the Department of Aviation and Department of Purchasing for Minority and Women Business Enterprises, a goal for the award of design and construction contracts, a reporting procedure, and a goal for the employment of Chicago residents in the construction of the Improvements.

Paragraph 2. Airline Policy.

The following statement represents Airline's policy regarding Equal Opportunity and a Minority and Women Business Enterprise Program:

Airline is committed to providing fair and representative opportunities for minorities and Minority and Women Business Enterprises in its corporate construction project. Neither Airline, nor its contractors, shall discriminate on the basis of race, color, religion, sex or national origin in the award and performance of contracts to be utilized for any of Airline's corporate construction project. Furthermore, affirmative action will be taken, consistent with sound procurement policies and applicable law, to ensure that Minority and Women Business Enterprises are afforded a fair and representative opportunity to participate in Airline's construction project contracts.

This policy shall be stated in all contracts executed for construction of the Improvements, circulated to all employees of Airline in affected departments, and made known to minority and women entrepreneurs.

Paragraph 3. City Policy.

It is the policy of the City of Chicago that Minority and Women Business Enterprises as defined in City of Chicago Executive Order 85-2 and Regulations Governing Certification of Minority and Women-owned Businesses shall have the maximum opportunity to participate fully in the performance of contracts for the design and construction of the

Improvements. Therefore the Airline shall not discriminate against any person or business on the basis of race, color, national origin, or sex, and shall take affirmative action to ensure that women and minority businesses shall have the maximum opportunity to compete for and perform subcontracts for supplies or services.

Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the Lease and may result in the termination of the Lease or such remedy as the City of Chicago deems appropriate.

Accordingly, the Airline agrees to expend not less than the percentages stated in Paragraph 4 of the total contract price for the construction and design of the Improvements for contract participation by Minority and Women Business Enterprises.

Paragraph 4. Goals.

The goals to be met by the Airline in the design and construction of the Improvements shall be the fullest utilization of Minority Business Enterprises (M.B.E.) and Women Business Enterprises (W.B.E.) subject to the availability of M.B.E. and W.B.E. capable of performing the design and construction of the Improvements. These goals shall be administered in a manner to assure the City and Airline that (1) the Improvements shall be completed at a reasonable and acceptable cost to Airline, (2) the Improvements shall be completed on a reasonable and acceptable timetable to Airline and City, and (3) the construction quality for the Improvements shall be reasonable and acceptable to Airline and City.

The goals of the Airline for participation by Minority and Women Business Enterprises (M.B.E. and W.B.E.) in the design and construction of the project shall be to achieve a minimum M.B.E. and W.B.E. participation not less than fifty-one percent (51%) of the total contracted expenditures for the Improvements. Airline shall make all reasonable efforts for M.B.E and W.B.E. participation in the design of the Improvements.

Paragraph 5. Definitions.

"Minority Business Enterprises" or "M.B.E." means a firm awarded certification as a minority owned and controlled business in accordance with City regulations.

"Women Business Enterprise" or "W.B.E." means a firm awarded certification as a women owned and controlled business in accordance with City regulations.

(Copies of the Regulations Governing Certification of Minority and Women-owned Businesses are available from the Department of Purchases, Room 401, 121 North LaSalle Street, Chicago, Illinois 60602).

"Directory" means the Directory of Certified "Disadvantaged Business Enterprises", "Minority Business Enterprises" and "Women Business Enterprises" maintained and

published by the Department of Purchases. The Directory identifies firms that have been certified as M.B.E.s and W.B.E.s, and includes both the date of their last certification and the area of specialty in which they have been certified. The Airline is responsible for verifying the current certification status of all M.B.E. and W.B.E. firms.

"Area of Specialty" means the description of a M.B.E. or W.B.E. firm's business which has been determined by the Purchasing Agent to be most reflective of the M.B.E. and W.B.E. firm's claimed specialty or expertise. Each M.B.E. and W.B.E. letter of certification contains a description of their Area of Specialty. This information is also contained in the Directory. Credit toward this contract's M.B.E. or W.B.E. participation goal shall be limited to the participation of firms performing within their Area of Specialty.

Notice: The Department of Purchases does not make any representation concerning the ability of any M.B.E. or W.B.E. to perform work within their Area of Specialty. It is the responsibility of the Airline to determine the capability of M.B.E. and W.B.E. firms to satisfactorily perform the work proposed.

"Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by M.B.E.s or W.B.E.s in contract work. A joint venture seeking to be credited for M.B.E. and/or W.B.E. participation may be formed among M.B.E. or W.B.E. firm(s) and non-M.B.E./W.B.E. firm(s).

A joint venture is eligible for M.B.E. and/or W.B.E. credit if the M.B.E. and/or W.B.E. venturer(s) share in the ownership, control, management, responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the M.B.E. and/or W.B.E. ownership percentage.

Paragraph 6. Counting M.B.E./W.B.E. Participation Toward The Airline's Goals.

The Purchasing Agent reserves the right to deny or limit M.B.E./W.B.E. credit to the Airline where any M.B.E. or W.B.E. is found to be engaged in substantial subcontracting or pass-through activities with others. In this regard, Airline may count toward its M.B.E. and W.B.E. goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Purchasing Agent shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of M.B.E./W.B.E. participation credit shall be based upon an analysis by the Purchasing Agent of the specific duties that will be performed by the M.B.E. or W.B.E. Each M.B.E./W.B.E. shall be expected to actually perform a substantial portion of work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

Paragraph 7. Counting Contract Participation By Joint Ventures.

A joint venture seeking to be credited for M.B.E and/or W.B.E. participation may be formed among M.B.E. and/or W.B.E. firms or between a M.B.E. and/or W.B.E. firm and a non-M.B.E./W.B.E. firm.

A joint venture is eligible if, and only if, all of the following requirements are satisfied:

The M.B.E. and/or W.B.E. venturer(s) share in the (1) ownership, (2) control, (3) management responsibilities, (4) risks and (5) profits of the joint venture in proportion with the M.B.E. and/or W.B.E. ownership percentage; and

The M.B.E. and/or W.B.E. venturer(s) are responsible for a clearly defined portion of work to be performed, in proportion with the M.B.E. and/or W.B.E. ownership percentage.

The Purchasing Agent will evaluate the proposed joint venture agreement, and all related documents to determine whether these requirements have been satisfied. In addition, the Purchasing Agent shall consider the record of the joint venturers as joint venturers on City of Chicago contracts. The decision of the Purchasing Agent as regarding the eligibility of the Joint Venture shall be final.

Note: Credit for participation by M.B.E's and/or W.B.E's in joint venture with non-M.B.E./W.B.E's does not require a minimum participation of 51% in venture ownership and control on the part of the M.B.E. or W.B.E. A junior ownership interest only in the venture by the M.B.E. or W.B.E. can be credited toward the contract M.B.E. or W.B.E. goal in a pro rata fashion.

Paragraph 8. Counting M.B.E. And W.B.E. Participation Toward The Contract Goals (Construction).

The participation of M.B.E's and W.B.E's as construction subcontractors and sub-contractors shall be counted toward the Airline's M.B.E. and W.B.E. construction commitments as follows:

A. Once an M.B.E. or W.B.E. is determined to be eligible in accordance with these rules, the total dollar value of the contract awarded to the M.B.E. or W.B.E. may be counted toward the M.B.E. or W.B.E. goal, except as indicated below.

B. The Airline may count toward its M.B.E. or W.B.E. goal a portion of the total dollar value of a contract with a joint venture eligible under the standards of this Special

Condition equal to the percentage of the ownership and control of the M.B.E. or W.B.E. venturer.

C. The Airline may count toward its M.B.E. or W.B.E. goal sixty percent (60%) of its expenditures for materials and supplies required under the contract and obtained from a M.B.E. or W.B.E. "regular dealer" and one hundred percent (100%) of such expenditures to an M.B.E. or W.B.E. manufacturer.

For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Airline.

For purposes of this section, a "regular dealer" is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a "regular dealer", the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A "regular dealer" in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or "regular dealers" within the meaning of this section.

D. The Airline may count toward its M.B.E. or W.B.E. goal the following expenditures to M.B.E. or W.B.E. firms that are not manufacturers or "regular dealers":

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Purchasing Agent to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a "regular dealer" in the materials and supplies, provided that the fee is determined by the Purchasing Agent to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Purchasing Agent to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Paragraph 9. Waiver.

No relief of the M.B.E./W.B.E. requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver of the M.B.E./W.B.E. requirements of this contract must be in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Airline to locate specific firms, solicit M.B.E./W.B.E. bids, and seek assistance from technical assistance agencies:

In a case where an enterprise under contract was previously considered to be a M.B.E./W.B.E. but is later found not to be, or whose work is found not to be creditable toward M.B.E./W.B.E. goals fully as planned, the City will consider the following special criteria in evaluating a waiver request:

- (1) Whether the Airline was reasonable in believing the enterprise was a M.B.E./W.B.E. or that eligibility or "counting" standards were not being violated; and
- (2) The adequacy of unsuccessful efforts taken to obtain a substitute M.B.E./W.B.E.

The Purchasing Agent has the sole authority regarding all matters of M.B.E./W.B.E. compliance, including the granting of waivers or other relief to the Airline.

Paragraph 10. Noncompliance And Liquidated Damages.

The Purchasing Agent shall have the discretion to apply suitable sanctions to the Airline if the Airline is found to be in noncompliance with the M.B.E./W.B.E. requirements. Failure to comply with the M.B.E. or W.B.E. terms of this Lease constitutes a material breach of this Lease, and may lead to the suspension or termination of this Lease in part or in whole; furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of noncompliance.

When construction of the Improvements are completed, in the event that the City has determined that the Airline was not compliant in the fulfillment of the required M.B.E./W.B.E. goals, and a grant of relief of the requirements was not obtained, the City will thereby be damaged in the failure to provide the benefit of participation to M.B.E.s or W.B.E.s to the degree set forth in this Special Condition.

Therefore, in such case of noncompliance, the City will charge as liquidated damages cumulative amounts computed as follows:

For each one percent (or fraction thereof) of shortfall toward the M.B.E. goal or W.B.E. goal, one percent of the cost of the design and construction of the Improvements shall be surrendered by the Airline to City in payment as liquidated damages.

Paragraph 11. Record Keeping.

The Airline shall maintain records of all relevant data with respect to the utilization of M.B.E.s and W.B.E.s, retaining these records for a period of at least three years after the date of Beneficial Occupancy. Full access to these records shall be granted to the City of Chicago, federal or state authorities in this project, the United States Department of Justice, or any duly authorized representatives thereof.

Paragraph 12. Airline.

The Airline must itself assist M.B.E.s and W.B.E.s in overcoming barriers to program participation. The following instruments of assistance, for example, should be used as applicable:

- (1) Developing solicitations of subcontract bids so as to increase potential M.B.E. and W.B.E. participation. This can take the form of breaking down large subcontracts into smaller ones, and of issuing notice of solicitations in a timely manner;
- (2) Providing technical assistance and guidance in the bidding, estimating, and scheduling processes;
- (3) Considering purchasing supplies and/or leasing the required equipment for a job, then subcontracting only for the expertise required to perform the work;
- (4) Providing accelerated payments or establishing prorated payment and delivery schedules so as to minimize cash flow problems faced by small firms;
- (5) Providing, waiving, or reducing subcontractor bonding requirements; allowing stage bonding (bonding carried over from one project stage to the next); and
- (6) Providing a pre-bid conference for potential subcontractors.

In addition to the employment of minority and women construction enterprises and material suppliers, the Airline should consider the utilization of M.B.E.s and W.B.E.s in fields not directly related to the construction contracts: banking, office equipment sales,

vehicle sales, mechanical repair, legal and accounting services, building security, graphics and advertising, etc.

Paragraph 13. Equal Employment Opportunity.

Compliance with M.B.E. and W.B.E. requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as specified elsewhere in this Lease.

Paragraph 4. Liaison.

To ensure compliance and the successful management of Airline's Minority and Women Business Enterprise program, Airline shall establish a Minority and Women Business Enterprise Liaison with City's Designated Minority and Women Business Enterprise Liaison Counsel with the U. S. Department of Transportation and with the City Department of Purchasing for the Improvements. Further, all personnel of Airline with responsibilities in the supervision of contracts for Improvements are to see that actions are performed consistent with the affirmative action goals of this exhibit.

Paragraph 15. Reporting.

At quarterly intervals beginning October 1, 1988, Airline shall submit to City a Minority and Women Business Enterprise progress report, on forms or on a format established by the City, that includes the following items:

- (i) the total amount of prime and subcontract awards during the quarter, and for any contract awards to Minority and Women Business Enterprises resulting therefrom, the name of the Minority and Women Business Enterprise and the amount of the contract with the Minority and Women Business Enterprise;
- (ii) the cumulative value of all prime and subcontract awards to date, and the total accumulation of all awards to Minority and Women Business Enterprise;
- (iii) a projection of the total amount of prime and subcontracts to be awarded and of Minority and Women Business Enterprise contracts to be awarded during the next quarter;
- (iv) all Minority and Women Business Enterprise subcontracts that have been completed and for which final payment has been made during the quarter; and
- (v) an evaluation of the overall progress to date towards the Improvement's Minority and Women Business Enterprise goals.

Paragraph 16. Contracting Authority Of Airline.

Nothing contained in this Exhibit D shall be deemed to amend or supersede the authority and responsibility of Airline with respect to the contracting progress for the Improvements as set forth in Exhibit C.

Paragraph 17. Chicago Residents Employment Commitment.

The total construction worker hours by the Airline, its contractors or any subcontractor, in the categories of skilled construction trade workers and unskilled construction laborers shall be performed at least 50 percent, by actual residents of the City of Chicago.

These minimal percentage levels of Chicagoans as laborers and skilled trade workers shall not be understood as limiting or deterring the fuller utilization of Chicagoans beyond these numerical levels, but are intended instead as minimum requirements.

"Skilled construction trade workers" includes all worksite foremen, journeymen, including technical engineers, apprentices, construction trainees and helpers. Salaried superintendents are excluded from the coverage of this special provision, as well as clerical workers, security guards, and custodial workers.

"Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Airline or its agents, shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the project. The Airline and its contractors shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U. S. Department of Labor Form WH-347 or equivalent), submitted to the City in triplicate, shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Airline or contractor hired the employee should be written in after the employee's name.

Full access to the Airline and/or contractors' employment record shall be granted to the City or any duly authorized representative thereof. The Airline and/or contractors shall maintain all relevant personnel data in records for a period of at least three years after final completion of the Improvements.

At the direction of the City, affidavit and other supporting documentation will be required of the Airline to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Airline to provide utilization of actual Chicago residents shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

When the Improvements are completed, in the event that the City has determined that the Airline was not compliant in the fulfillment of the requirement of this section concerning the worker hours performed by actual Chicago residents or has failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrated employment to Chicagoans to the degree stipulated in this section. Therefore, in such case of noncompliance it is agreed that 1/20 of 1 percent, 0.0005, of the total cost of the Improvements shall be surrendered by the Airline to the City in payment for each percentage of shortfall toward the stipulated residency requirement for laborers and that 1/20 of 1 percent, 0.0005, of the total cost of the Improvements shall be surrendered by the Airline to the City in payment for each percentage of shortfall toward the stipulated residency requirement for skilled trade workers. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements in the certification of payroll data may subject the Airline and/or contractors or employees to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and, "Standard Federal Equal Employment Opportunity, Executive Order 11246" or other affirmative action required for equal opportunity under the provisions of this Lease.

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

ALLOCATION OF MOTOR FUEL TAX FUNDS FOR NEW ALLEY CONSTRUCTION AT VARIOUS LOCATIONS.

The Committee on the Budget and Government Operations submitted separate reports recommending that the City Council pass nine proposed ordinances transmitted therewith, authorizing the allocation of Motor Fuel Tax funds for new alley construction at various locations.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 45.

Nays -- None.

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

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

New Alley Construction 1989-1

Motor Fuel Tax Project No. U-9-010-00-PV.

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Hundred Sixty-two Thousand Dollars (\$162,000) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Alley Construction 1989-1 M.F.T. Project No. U-9-010-00-PV for the construction of the following alleys:

- | | |
|----------------|---|
| Alley No. 1 -- | Alley between West Madison Street, West Monroe Street, South Franklin Street and South Wacker Drive; |
| Alley No. 2 -- | Alley between West 63rd Street, West 64th Street, South Cicero Avenue and South LaCrosse Avenue; |
| Alley No. 3 -- | Alley between West 64th Street, West 65th Street, South Cicero Avenue and South LaCrosse Avenue; |
| Alley No. 4 -- | Alley between West Touhy Avenue, West Lunt Avenue, North Overhill Avenue and North Ozark Avenue; |
| Alley No. 5 -- | Alley between North Indian Road, West Huntington Street, North Moody Avenue and North Melvina Avenue; |

Alley No. 6 --

Alley between West Estes Avenue, West Greenleaf Avenue, North Damen Avenue and North Ridge Avenue.

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

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

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

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

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

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the approval of the City Council.

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

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

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

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

New Alley Construction 1989-2

Motor Fuel Tax Project No. U-9-011-00-PV.

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of Two Hundred Twenty-seven Thousand Dollars (\$227,000) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Alley Construction 1989-2 M.F.T. Project No. U-9-011-00-PV for construction of the following alleys:

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|----------------|--|
| Alley No. 1 -- | Alley between East 100th Street, East 101st Street, South Eberhart Avenue and South Vernon Avenue; |
| Alley No. 2 -- | Alley between East 102nd Place, East 103rd Street, South Dauphin Avenue and South St. Lawrence Avenue; |
| Alley No. 3 -- | Alley between East 90th Street, East 91st Street, South Merrill Avenue and South Clyde Avenue; |
| Alley No. 4 -- | Alley between East 99th Street, East 100th Street, South Calhoun Avenue and South Bensley Avenue; |
| Alley No. 5 -- | Alley between East 102nd Street, East 103rd Street, South Crandon Avenue and South Paxton Avenue; |
| Alley No. 6 -- | Alley between East 114th Street, East 115th Street, South Avenue H and South Avenue J. |

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said

improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

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

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

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

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

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the approval of the City Council.

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

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

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

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

*New Alley Construction 1989-3**Motor Fuel Tax Project No. U-9-012-00-PV.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of Two Hundred Thousand Dollars (\$200,000) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Alley Construction 1989-3 M.F.T. Project No. U-9-012-00-PV for the construction of the following alleys:

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|----------------|---|
| Alley No. 1 -- | Alley between East 86th Street, East 87th Street, South Phillips Avenue and South Yates Avenue; |
| Alley No. 2 -- | Alley between East 105th Street, East 105th Place, South Corliss Avenue and South Cottage Grove Avenue; |
| Alley No. 3 -- | Alley between West 105th Street, West 106th Place, South State Street and South Lafayette Avenue; |
| Alley No. 4 -- | Alley between East 99th Street, East 99th Place, South Prairie Avenue and South Indiana Avenue; |
| Alley No. 5 -- | East 87th Street, South South Chicago Avenue and South Essex Avenue. |

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

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

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

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

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

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the approval of the City Council.

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

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

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

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

New Alley Construction 1989-4

Motor Fuel Tax Project No. U-9-013-00-PV.

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Hundred Sixty-four Thousand Dollars (\$164,000) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Alley Construction 1989-4 M.F.T. Project No. U-9-013-00-PV for the construction of the following alleys:

Alley No. 1 --	Alley between East 90th Street, East 91st Street, South Paxton Avenue and South Merrill Avenue;
Alley No. 2 --	Alley between East 79th Street, East 80th Street, South Yates Avenue and South Oglesby Avenue;
Alley No. 3 --	Alley between East 79th Street, East 80th Street, South Blackstone Avenue and South Dante Avenue;
Alley No. 4 --	Alley between East 84th Street, East 85th Street, South Constance Avenue and South Cregier Avenue;
Alley No. 5 --	Alley between East 86th Street, East 87th Street, South Jeffery Boulevard and South Euclid Avenue.

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

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

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

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

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

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the approval of the City Council.

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

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

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

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

New Alley Construction 1989-5

Motor Fuel Tax Project No. U-9-014-00-PV.

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Hundred Fifty-three Thousand Dollars (\$153,000) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Alley Construction 1989-5 M.F.T. Project No. U-9-014-00-PV for the construction of the following alleys:

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|----------------|--|
| Alley No. 1 -- | Alley between West 122nd Street, West 123rd Street, South Harvard Avenue and South Stewart Avenue; |
| Alley No. 2 -- | Alley between West 124th Street, West 125th Street, South Stewart Avenue and South Eggleston Avenue; |
| Alley No. 3 -- | Alley between West 125th Street, West 126th Street, South Harvard Avenue and South Stewart Avenue; |

Alley No. 4 --	Alley between West 121st Street, West 122nd Street, South Normal Avenue and South Parnell Avenue;
Alley No. 5 --	Alley between West 122nd Street, West 123rd Street, South Normal Avenue and South Parnell Avenue;
Alley No. 6 --	Alley between West 122nd Street, West 123rd Street, South Parnell Avenue and South Wallace Street.

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

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

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

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

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

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the approval of the City Council.

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

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

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

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

New Alley Construction 1989-6

Motor Fuel Tax Project No. U-9-015-00-PV.

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Hundred Twenty-seven Thousand Dollars (\$127,000) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Alley Construction 1989-6 M.F.T. Project No. U-9-015-00-PV for construction of the following alleys:

- | | |
|----------------|---|
| Alley No. 1 -- | Alley between West 123rd Street, West 124th Street, South Wentworth Avenue and South Yale Avenue; |
| Alley No. 2 -- | Alley between West 123rd Street, West 124th Street, South Yale Avenue and South Princeton Avenue; |
| Alley No. 3 -- | Alley between East 126th Street, East 127th Street, South Michigan Avenue and South State Street; |
| Alley No. 4 -- | Alley between West 126th Street, West 127th Street, South Yale Avenue and South Princeton Avenue; |

Alley No. 5 --

Alley between West 124th Street, West 125th Street, South State Street and South Perry Avenue;

Alley No. 6 --

Alley between West 124th Street, West 125th Street, South Wentworth Avenue and South Yale Avenue.

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

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

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

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

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

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the approval of the City Council.

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

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

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

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

New Alley Construction 1989-7

Motor Fuel Tax Project No. U-9-016-00-PV.

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Hundred Ninety-four Thousand Dollars (\$194,000) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Alley Construction 1989-7 M.F.T. Project No. U-9-016-00-PV for the construction of the following alleys:

- | | |
|----------------|---|
| Alley No. 1 -- | Alley between West 65th Street, West 66th Street, B. & O. R.R. R.O.W. and South Bell Avenue; |
| Alley No. 2 -- | Alley between West 66th Street, West Marquette Road, B. & O. R.R. R.O.W. and South Bell Avenue; |
| Alley No. 3 -- | Alley between West Marquette Road, West 68th Street, B. & O. R.R. R.O.W. and South Bell Avenue; |
| Alley No. 4 -- | Alley between West 34th Street, West 35th Street, South Justine Street and South Ashland Avenue; |
| Alley No. 5 -- | Alley between West 72nd Street, West 73rd Street, South Oakley Avenue and South Claremont Avenue. |

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said

improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

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

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

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

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

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the approval of the City Council.

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

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

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

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

*New Alley Construction 1989-8**Motor Fuel Tax Project No. U-9-017-00-PV.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Hundred Eighty-three Thousand Dollars (\$183,000) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Alley Construction 1989-8 M.F.T. Project No. U-9-017-00-PV for the construction of the following alleys:

- | | |
|----------------|--|
| Alley No. 1 -- | Alley between West 116th Street, West 117th Street, South Hale Avenue and South Longwood Avenue; |
| Alley No. 2 -- | Alley between West 117th Street, West 118th Street, C.R.I. R.R. R.O.W. and South Hale Avenue; |
| Alley No. 3 -- | Alley between West 100th Street, West 101st Street, South Parnell Avenue and South Wallace Street; |
| Alley No. 4 -- | Alley between West 108th Place, West 109th Street, South Throop Street and South Loomis Street; |
| Alley No. 5 -- | Alley between West 111th Place, West 112th Street, South Aberdeen Street and South Racine Avenue; |
| Alley No. 6 -- | Alley between West 114th Street, West 115th Street, South Lowe Avenue and South Union Avenue. |

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

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

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

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

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

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the approval of the City Council.

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

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

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

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

New Alley Construction 1989-9

Motor Fuel Tax Project No. U-9-018-00-PV.

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of Ninety Thousand Dollars (\$90,000) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Alley Construction 1989-9 M.F.T. Project No. U-9-018-00-PV for the construction of the following alleys:

- | | |
|----------------|--|
| Alley No. 1 -- | Alley between West 90th Street, South Hermitage Avenue and South Beverly Avenue; |
| Alley No. 2 -- | Alley between West 92nd Street, West 93rd Street, South Aberdeen Street and South May Street; |
| Alley No. 3 -- | Alley between West 93rd Street, West 94th Street, South LaSalle Street and South Wentworth Avenue. |

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

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

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

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

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

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the approval of the City Council.

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

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

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

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

ALLOCATION OF MOTOR FUEL TAX FUNDS FOR RECONSTRUCTION
OF STREET LIGHTING SYSTEM ON NORTH FRANKLIN
STREET FROM WEST KINZIE STREET TO
WEST CHICAGO AVENUE.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. Authority is hereby granted to the Commissioner of Streets and Sanitation to reconstruct a street lighting system from West Kinzie Street to West Chicago Avenue on North Franklin Street at a cost of \$100,000 to be paid for out of the Motor Fuel Tax funds which have been or may be allocated to the City of Chicago.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

SECTION 7. That this ordinance shall be in force and effect from and after its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 45.

Nays -- None.

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

ALLOCATION OF MOTOR FUEL TAX FUNDS FOR STRUCTURAL
REPAIRS TO MADISON STREET BRIDGE OVER SOUTH
BRANCH OF CHICAGO RIVER (LYRIC
OPERA BRIDGE).

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of \$250,000.00 from the City's share of the Motor Fuel Tax Funds for structural repairs to the Madison Street Bridge over the South Branch of the Chicago River.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for said purposes and for all necessary costs, including the employment of testing engineers, consulting engineers and other persons and the payment of other expenses in connection with the project authorized hereby. This work to be done by day labor or contract at the request of the Commissioner of Public Works, accompanied by the plans and specifications therefor, the City Purchasing Agent is authorized to advertise and receive bids for any work involved, or for material, supplies and equipment therefor, and at the request of the Commissioner of Public Works to enter into all necessary contracts, when approved by the Department of Transportation of the State of Illinois.

In connection with the performance of the work herein authorized together with the supervising, inspecting and engineering thereof, authority is hereby granted for the storage inside street limits within 500 feet of the structure being repaired or maintained, of materials, machinery, equipment, vehicles and other facilities used in connection therewith.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any voucher in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principals with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

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

SECTION 6. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 7. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois through the District Engineer of District No. 1 of said Division of Highways.

SECTION 8. This ordinance shall be in force and effect from and after its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 45.

Nays -- None.

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

ALLOCATION OF MOTOR FUEL TAX FUNDS FOR
VARIOUS PROJECTS.

The Committee on the Budget and Government Operations submitted separate reports recommending that the City Council pass ten proposed ordinances transmitted therewith, authorizing the allocation of Motor Fuel Tax funds for various projects.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 45.

Nays -- None.

Alderman Beavers 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):

*Maintenance, Repair And Painting Of Existing Bridges,
Viaducts And Appurtenances.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate \$3,000,000.00 from the part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for the maintenance, repair and painting of existing bridges, viaducts and appurtenances related thereto, including exterior lighting and electronic visual aids, located in the City of Chicago, for the period beginning January 1, 1989 and ending December 31, 1989 and the said sum to be kept in an account separate from other Motor Fuel Tax Fund accounts, and to be divided into five categories as follows:

- A. For repairs of an emergency nature and miscellaneous repairs.
- B. For minor repairs and preventative maintenance, movable bridges.
- C. For minor repairs and preventative maintenance of fixed bridges.
- D. For major repairs.
- E. For the preparation of studies, designs, plans and estimates for the repair of existing bridges, viaducts and appurtenances related thereto.

SECTION 2. The Commissioner of Public Works is authorized to expend from said funds the amounts necessary for the maintenance of each listed structure or group of structures as set forth in Section 1 above.

The Commissioner of Public Works shall not expend or authorize the expenditure for any class of work for any sum in excess of the amount allocated herein and the City Comptroller shall not authorize the payment of any vouchers in excess of said amount without in each case having had the prior approval of the City Council. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for said purposes and for all necessary engineering to be performed by the Department of Public Works and incidental costs, including the employment of testing engineers, and consulting engineers, for the payment of other expenses in connection with said purposes, and to cause said work to be done by the Bureau of Construction Services by day labor or under contract. At the written request of the Commissioner of Public Works, upon requisition issued by the Bureau of Construction Services, accompanied by plans and specifications therefore, the City Purchasing Agent is authorized to advertise and receive bids for such work, materials, supplies and equipment as may be requested by said Commissioner of Public Works.

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

If it should become necessary for the prosecution of the foregoing work to remove, relocate, replace or adjust any part of the water-distributing system, street-lighting system, signal and fire-alarm and traffic-control systems of the City, the appropriate City department shall charge the costs thereof to the portion of the Motor Fuel Tax Fund

allocated for the project described in this ordinance. In connection with the performance of the work herein authorized together with the supervision, inspection and engineering therefor, authority is granted for the storage inside street limits within 500 feet of the structure being repaired or maintained, of materials, machinery, equipment, vehicles and other facilities used in connection therewith. If it should become necessary to remove, relocate, replace and adjust any part of the equipment of any other governmental agency, such governmental agency may be requested by the Department of Public Works to perform such work, the costs thereof to be charged to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance.

SECTION 3. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 4. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditures in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 6. The City Clerk is directed to transmit two certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Division of Highways.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

Maintenance And Repair Of Sidewalks

(Sidewalk Repair 1989).

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

SECTION 1. Authority is hereby given for the maintenance and repair of existing sidewalks with the exception of those that are vaulted. Where necessary, the project shall include the adjustment of drainage structures and other municipally owned utilities. The project shall be known as "Sidewalk Repair 1989".

SECTION 2. The City of Chicago will share equally with the owners of the property abutting defective sidewalks in the costs of the maintenance and repairs. In addition the City of Chicago will pay 75% of the cost of sidewalk repair for those Senior Citizens 65 years of age and over and disabled persons that qualified for a property tax relief grant under the "Senior Citizen and Disabled Persons Property Tax Relief Act" who own and occupy single family residences or apartment buildings of four (4) units or less. There is allocated from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago, the sum of \$2,100,000.00 which shall be the City's cost of the maintenance and repairs.

SECTION 3. The Commissioner of Public Works is hereby authorized to formulate and publish all necessary rules and regulations for, to receive applications for, to make investigations and surveys for, to prepare specifications and estimates for and to supervise the maintenance and repair of the sidewalks, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 4. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the project when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 5. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City Department shall perform such necessary work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the project in Section 2 of this ordinance.

SECTION 6. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

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

SECTION 7. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 8. The City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer of District 1 of the said Division of Highways.

SECTION 9. This ordinance shall be in force and effect from and after its passage and approval.

Traffic Lane Line Maintenance.

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works to expend the sum of \$481,600 from that portion of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for Traffic Lane Line Maintenance of Improved Streets, County Highways and State Highways by day labor during the period commencing January 1, 1989 and ending December 31, 1989.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any voucher in excess of the amount shown without having the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such subject project.

SECTION 5. The City Comptroller and City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 6. The City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer for District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

Street Sign Maintenance.

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works to expend the sum of \$518,400 from that portion of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for Street Sign Maintenance of Improved Streets, County Highways and State Highways by day labor during the period commencing January 1, 1989 and ending December 31, 1989.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any voucher in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for each such subject project.

SECTION 5. The City Comptroller and City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer for District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

*Repairs To Pavements In Improved Streets, County Or
State Highways During Year 1989.*

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

SECTION 1. That authority is hereby given to make repairs to pavements in Improved Streets, County Highways or State Highways for the period beginning January 1, 1989 and ending December 31, 1989 by use of the asphaltic street repair materials, concrete street

repair material or other standard street repair materials, as required to bring the pavements and their appurtenances to a good state of repair, at a cost not to exceed \$4,432,272 to be paid from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago.

SECTION 2. That there is hereby allocated the sum of \$4,432,272 for repairs to pavements in Improved Streets, County Highways or State Highways which shall be work for which estimates are to be filed with the Division of Highways, Department of Transportation of the State of Illinois for the period beginning January 1, 1989 and ending December 31, 1989.

SECTION 3. That the Commissioner of Streets and Sanitation shall prepare the necessary specifications and estimates for these repairs and shall do same, either by day labor or contract.

SECTION 4. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 5. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 6. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 7. The City Comptroller and the City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 8. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer of District 1 of said Division of Highways.

SECTION 9. That this ordinance shall be in force and effect from and after its passage.

Repairs To Curbs And Gutters In Improved Streets,

County And State Highways During 1989.

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

SECTION 1. Authority is hereby granted to reconstruct curb and combined curb and gutters in various improved streets, County Highways or State Highways for the period beginning January 1, 1989 and ending December 31, 1989. Where necessary, the project shall include new pavement, sidewalk, curb and gutter and drainage structures lying adjacent to or in the path of said repair or reconstruction. The cost shall not exceed \$1,995,460 to be paid from that part of Motor Fuel Tax funds which has been or may be allotted to the City of Chicago.

SECTION 2. That there is hereby allocated the sum of \$1,995,460 for repairs to curbs and gutters in improved streets, County Highways or State Highways which shall be for work for which estimates are to be filed with the Division of Highways, Department of Transportation of the State of Illinois for the period beginning January 1, 1989 and ending December 31, 1989.

SECTION 3. That the Commissioner of Streets and Sanitation shall prepare the necessary specifications and estimates for these repairs and shall do same, either by day labor or contract.

SECTION 4. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 5. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 6. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 7. The City Comptroller and the City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 8. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of

Illinois, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 9. That this ordinance shall be in force and effect from and after its passage.

*Street Cleaning Maintenance Of Improved Streets, County
Or State Highways During Year 1989.*

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

SECTION 1. Authority is hereby granted to the Commissioner of Streets and Sanitation to expend the sum of \$3,431,999 from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for Street Cleaning Maintenance of Improved Streets, County Highways and State Highways by day labor during the period commencing January 1, 1989 and ending December 31, 1989.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer of District 1 of said Division of Highways.

SECTION 7. That this ordinance shall be in force and effect from and after its passage.

*Snow And Ice Control Maintenance Of Improved Streets, County
Highways And State Highways During 1989.*

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

SECTION 1. Authority is hereby granted to the Commissioner of Streets and Sanitation to expend the sum of \$3,053,827 from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for Snow and Ice Control Maintenance of Improved Streets, County Highways and State Highways by day labor during the period commencing January 1, 1989 and ending December 31, 1989.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer of District 1 of said Division of Highways.

SECTION 7. That this ordinance shall be in force and effect from and after its passage.

*Street Light Energy Costs Of Improved Streets, County
Highways And State Highways During 1989.*

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

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to pay street light energy costs on streets throughout the City for the period from January 1, 1989 to and including December 31, 1989, at a cost of \$3,396,442 to be paid for out of that part of the Motor Fuel Tax funds which have been or may be allotted to the City of Chicago.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

Traffic Signal Energy Costs Of Improved Streets, County

Highways And State Highways During 1989.

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

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to pay traffic signal energy costs on streets throughout the City for the period from January 1, 1989 to and including December 31, 1989, at a cost of \$1,300,000 to be paid for out of that part of the Motor Fuel Tax funds which have been or may be allotted to the City of Chicago.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

ALLOCATION OF MOTOR FUEL TAX FUNDS FOR ENGINEERING
AND INSTALLATION OF TRAFFIC CONTROL SIGNALS
AT VARIOUS INTERSECTIONS.

The Committee on the Budget and Government Operations submitted separate reports recommending that the City Council pass five proposed ordinances transmitted therewith, authorizing the allocation of Motor Fuel Tax funds for the engineering and installation of traffic control signals at various intersections within the City of Chicago.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Pucinski, Natarus, Eisendrath, Hansen, Levár, Shiller, Schulter, Osterman, Orr, Stone -- 45.

Nays -- None.

Alderman Beavers 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):

*Intersection Of North Clybourn Avenue And
West Webster Avenue.*

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works to provide for the engineering and installation of traffic control signals as follows, to be paid for out of that part of the Motor Fuel Tax funds which have been or may be allotted to the City of Chicago:

Intersection	Estimated Cost
North Clybourn Avenue and West Webster Avenue	\$95,000

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

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

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

Intersection Of South Longwood Drive

And West 99th Street.

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works to provide for the engineering and installation of traffic control signals as follows, to be paid for out of that part of the Motor Fuel Tax funds which have been or may be allotted to the City of Chicago:

Intersection	Estimated Cost
South Longwood Drive and West 99th Street	\$90,000

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without prior approval of the City Council.

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

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

*Intersection Of North Clark Street
And West Huron Street.*

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works to provide for the engineering and installation of traffic control signals as follows, to be paid for out of that part of the Motor Fuel Tax funds which have been or may be allotted to the City of Chicago:

Intersection	Estimated cost
North Clark Street and West Huron Street	\$90,000

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without prior approval of the City Council.

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

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

Intersection Of South St. Louis Avenue

And West Marquette Road.

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works to provide for the engineering and installation of traffic control signals as follows, to be paid for out of that part of the Motor Fuel Tax funds which have been or may be allotted to the City of Chicago:

Intersection	Estimated Cost
South St. Louis Avenue and West Marquette Road	\$85,000

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

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

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois, through the District Engineer for District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

*Intersection Of South Kedzie Avenue and
West 28th Street.*

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works to provide for the engineering and installation of traffic control signals as follows, to be paid for out of that part of the Motor Fuel Tax funds which have been or may be allotted to the City of Chicago:

Intersection	Estimated Cost
South Kedzie Avenue and West 28th Street	\$90,000

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

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

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois through the District Engineer for District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

AMENDATORY ORDINANCE TO INCREASE ALLOCATION OF MOTOR
FUEL TAX FUNDS FOR PAVEMENT MAINTENANCE DURING
1988, AND TO AMEND 1988 ANNUAL
APPROPRIATION ORDINANCE,
AS AMENDED.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed amendatory ordinance transmitted therewith:

WHEREAS, The City of Chicago is a home rule unit of government and as such may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The Annual Appropriation Ordinance for the Year 1988, as amended, is hereby further amended by striking the words and figures indicated and by inserting the words and figures indicated below:

310 -- Motor Fuel Tax Fund

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
		Department of Streets and Sanitation -- 81 Bureau of Streets -- 2016 Pavement Maintenance		
319	.9500	For General Purposes; To be expended under the direction of the City Council	\$ 8,878,545	\$ 9,063,545
		City Council Committee on Finance -- 15-2010		

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
318	.9500	For General Purposes; To be expended under the direction of the City Council	\$ 185,000	-0-

SECTION 2. That Section 1 of the ordinance of January 27, 1988, page 9830 of the Journal of Proceedings, be amended by deleting therefrom the amount \$8,878,545.00 in Line 6 thereof and substituting therefor the amount \$9,063,545.00.

SECTION 3. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the operating department.

SECTION 4. The City Clerk is directed to transmit two certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Division of Highways.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 45.

Nays -- None.

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

AMENDATORY ORDINANCE TO INCREASE ALLOCATION OF
MOTOR FUEL TAX FUNDS FOR NEW STREET
CONSTRUCTION PROJECT NUMBER
87-06964-00-PV.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed amendatory ordinance transmitted therewith:

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

SECTION 1. That the ordinance passed by the City Council on April 1, 1987 and appearing on pages 40735, 40736, and 40737 of the City Council Journal, providing for the engineering of M.F.T. Project No. 87-06964-00-PV be amended to increase the allocation of Motor Fuel Tax funds from \$167,000.00 for an additional \$1,625,000.00 to a total of \$1,792,000.00 for the engineering and construction of said project, so that Section 1 of the said ordinance shall read as follows:

Section 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Million Seven Hundred Ninety-two Thousand Dollars (\$1,792,000) from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for New Street Construction 1989-5 M.F.T. Project No. 87-06964-00-PV for the construction and engineering of the following new streets:

- | | |
|--------------------------|---|
| North Newland Avenue | -- West Berwyn Avenue to West Balmoral Avenue. |
| North Lavergne Avenue | -- West Winona Street to West Foster Avenue. |
| North Forest Glen Avenue | -- North Cicero Avenue to North Keating Avenue (North Kercheval Avenue). |
| North Kingsdale Avenue | -- From its legal limits south westerly of North Kercheval Avenue to North Kercheval Avenue, an average distance of approximately 383 feet. |
| North Kostner Avenue | -- West Thorndale Avenue to West Peterson Avenue. |
| North Sauganash Avenue | -- West Peterson Avenue to North Lowell Avenue. |
| North Laporte Avenue | -- West Leland Avenue to West Lawrence Avenue. |
| North St. Louis Avenue | -- West Thorndale Avenue to West Peterson Avenue. |
| North Kenosha Avenue | -- West George Street to West Wellington Avenue. |

West School Street	-- C.M. St. P. & P. R.R. east to North Neenah Avenue, approximately 265 feet.
West Leland Avenue	-- From the existing pavement west of North Laporte Avenue to North Laporte Avenue, approximately 100 feet.
West Winona Street	-- C. M. St. P. & P. R.R. east to North Lavergne Avenue, approximately 120 feet.
West Hollywood Avenue	-- North Kostner Avenue east to the C. & N.W. Ry., approximately 240 feet.

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer for District One of the said Division of Highways.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 45.

Nays -- None.

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

AMENDATORY ORDINANCE TO INCREASE ALLOCATION OF
MOTOR FUEL TAX FUNDS FOR NEW STREET
CONSTRUCTION PROJECT NUMBER
88-06969-00-PV.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed amendatory ordinance transmitted therewith:

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

SECTION 1. That the ordinance passed by the City Council on April 27, 1988 and appearing on pages 12603, 12604, and 12605 of the City Council Journal, providing for the engineering of M.F.T. Project No. 88-06969-00-PV be amended to increase the allocation of Motor Fuel Tax funds from \$135,000.00 for an additional \$1,465,000.00 to a total of \$1,600,000.00 for the engineering and construction of said project, so that Section 1 of the said ordinance shall read as follows:

Section 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Million Six Hundred Thousand Dollars (\$1,600,000) from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for New Street Construction 1989-5 M.F.T. Project No. 88-06969-00-PV for the construction and engineering of the following new streets:

South Central Park Avenue	-- West 116th Place to West 116th Street.
South Central Park Avenue	-- West 116th Street to West 115th Place.
South St. Louis Avenue	-- West 117th Street to West 116th Place.
South St. Louis Avenue	-- West 116th Place to West 116th Street.
South St. Louis Avenue	-- West 116th Street to West 115th Place.
South St. Louis Avenue	-- West 115th Place to West 115th Street.
South Homan Avenue	-- West 117th Street to West 116th Place. (west 1/2)
South Homan Avenue	-- West 116th Place to West 116th Street. (west 1/2)
South Homan Avenue (west 1/2)	-- West 116th Street to West 115th Place.
South Homan Avenue (west 1/2)	-- West 115th Place to West 115th Street.
West 116th Place	-- City limits west of South Central Park Avenue to South Central Park Avenue.
West 116th Place	-- South St. Louis Avenue to South Homan Avenue.

West 116th Street	-- City limits west of South Central Park Avenue to South Central Park Avenue.
West 115th Place	-- City limits west of South Central Park Avenue to South Central Park Avenue.
West 115th Place	-- South Central Park Avenue to South St. Louis Avenue.
West 115th Place	-- South St. Louis Avenue to South Homan Avenue.

SECTION 2. The City Clerk is directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer for District One of the said Division of Highways.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 45.

Nays -- None.

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

**REPROGRAMMING OF YEAR VIII COMMUNITY DEVELOPMENT
BLOCK GRANT FUNDS FROM VARIOUS COMPLETED
PROJECTS TO MILE SQUARE HEALTH CENTER.**

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the reprogramming of Year VIII Community Development Block Grant funds to the Department of Health's Year XV neighborhood health centers program to provide economic assistance to the Mile Square Health Center.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago passed an ordinance on December 14, 1988, which set forth procedures for the Community Development Block Grant program, providing that the City shall not reprogram funds in excess of \$10,000 appropriated for any subject 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 \$6,623,342 of Year XV Community Development Block Grant funds under Public Services, which provides funding for neighborhood health centers under the purview of the Department of Health; and

WHEREAS, The Commissioner of the Department of Economic Development has identified \$250,000 available for salvage from completed projects funds in Community Development Block Grant Year VIII; and

WHEREAS, The Commissioner of the Department of Health requests the reprogramming of \$250,000 from prior year block grants salvageable funds to the neighborhood health centers program which is within the existing program budget for Mile Square Health Center, and this reprogramming will increase the total budget; now, therefore,

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

SECTION 1. The sum of \$250,000 of Year VIII Community Development Block Grant funds is hereby reprogrammed from prior block grants to the Department of Health's Year XV neighborhood health centers program, to be used as follows:

For direct financial assistance to Mile Square Health Center, in accordance with the Agreement described in Section 2 hereof	\$202,000
--	-----------

For a management and fiscal study of
Mile Square Health Center, to be conducted
by Coopers and Lybrand

\$48,000

SECTION 2. Subject to approval by the Corporation Counsel as to form and legality, the Mayor, the City Comptroller and the Commissioner of the Department of Health are hereby authorized to execute, on behalf of the City of Chicago, an agreement with Mile Square Health Center, said agreement to be substantially in the form attached hereto as Exhibit A.

SECTION 3. This ordinance shall take effect upon its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

Grant Agreement For Mile Square Health Center.

This Agreement (the "Agreement") is made as of January ____, 1989 between the City of Chicago, a home rule unit of government and a municipal corporation under Article VII of the Constitution of the State of Illinois, acting by and through its Department of Health ("D.O.H."), Chicago, Illinois 60602 (the "City") and the Mile Square Health Center, 2045 West Washington Boulevard, Chicago, Illinois 60612 (the "Recipient" or "Health Center").

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

Section 1. Grant Activities.

1.01 The Grant Activities shall include only those activities enumerated in Section 3 of this Agreement.

1.02 The Grant Funds shall not be used to pay pre-petition bankruptcy debts.

1.03 The Grant Funds shall only be used for the Recipient's ongoing operations beginning from the date first above written of this Agreement.

1.04 The Recipient shall perform all Grant Activities funded in whole or in part by this Agreement in a manner acceptable to the reasonable satisfaction of a group of business and health professionals and government officials (the "Turn-Around Team"), and the Commissioner of the Department of Health (the "Commissioner"), or such designee as may be appointed in writing.

1.05 The Recipient agrees that it shall not change, expand or otherwise revise its Grant Activities, as identified herein, without the prior written consent of the City.

Section 2. The Grant.

2.01 Upon the execution of this Agreement, the Grant Recipient shall submit an invoice, in such form and detail as may be requested by the City, requesting the funds necessary to perform its Grant Activities (the "Grant"). Upon verification therefor, the City shall process such invoices (a total not to exceed 5 during the Grant Period) within thirty (30) days and cause a check to be issued by its Office of the Comptroller to such account as may be designated by the Recipient in writing.

2.02 In no event shall the total amount of the Grant exceed \$202,000.00.

2.03 The Recipient shall maintain all books, records and other documents relating directly to the receipt and disbursement of the Grant, subject to the right of access by any duly authorized representative of the City of Chicago for the purpose of inspection, copy, audit and examination. The Recipient shall be obligated to maintain such books, records, and other documents, and such right of inspection shall extend until completion of all close-out procedures respecting the Grant, and until the final settlement and conclusion of all issues arising out of the Grant Agreement.

Section 3. Grant Terms And Conditions.

3.01 The Grant proceeds shall only be used for ongoing operations beginning on the date first above written.

3.02 The Recipient agrees that the Grant is only to be used for post-petition bankruptcy proceedings operations and not for the payment of debts owed to creditors prior to the date of this Agreement.

3.03 In the event the Recipient's Chapter 11 Bankruptcy Proceeding is converted into a Chapter 7 Bankruptcy Proceeding, or is dismissed, or if a trustee is appointed, prior to any disbursement of the Grant, the City may withhold the disbursement and will have no further obligations hereunder this Agreement.

3.04 The Recipient agrees that \$102,000 of the Grant proceeds shall be used to restock the Health Center's pharmacy. One (1) invoice will be submitted to the Turn-Around Team for approval before the check is issued to the Recipient.

3.05 The Recipient agrees that \$100,000 of the Grant proceeds may be disbursed in four (4) monthly payments not to exceed \$25,000 and shall be used for the general operating expenses of the Recipient. The Recipient further agrees that each monthly installment will be disbursed on the condition that it provides to the Turn-Around Team for its review,

invoices and records detailing the use of the Grant proceeds. Disbursement of the monthly installment is subject to the written approval of Chairman of the Turn-Around Team.

3.06 The Recipient agrees that it will provide to the Turn-Around Team, Counsel for the City-Deborah Thorne, of the law firm Much Shelist Freed Denenberg Ament Eiger, 200 North LaSalle Street, Suite 2100, Chicago, Illinois 60601 and the City, copies of its Monthly Operating Report that it submits to the United States Trustee's Office.

3.07 The Recipient shall obtain an order from the United States Bankruptcy Court allowing it to enter into this Agreement with the City before Grant Funds are disbursed, a copy of which is attached hereto and is expressly incorporated by reference herein as Exhibit A.

Section 4. Special Conditions.

4.01 The Recipient shall, in performing under this Agreement, comply with all applicable federal, state and local statutes, laws, ordinances, rules, regulations, policies and executive orders.

4.02 Nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City of Chicago and the Recipient, or as constituting the Recipient or any officer, owner, employee, or agent of the Recipient as agent, representative or employee of the City of Chicago for any purpose or in any manner whatsoever, and the Recipient shall not make any representations to the contrary.

4.03 No member, official, or employee of the City shall be personally liable to the Recipient or any successor in interest in the event of any default or breach by the City, or for any amount which may become due to the Recipient or its successor in interest, or on any obligation under the terms of the Agreement.

4.04 The Recipient shall not assign all or any part of its rights or obligations under the Agreement, or all or any part of the Grant, without the prior written consent of the City. The City reserves the right to assign, at any time, all or any part of its interest in the Agreement without reservation or restriction.

4.05 Notwithstanding any other provision in this Agreement, the Recipient shall protect, defend, indemnify, hold and save harmless the City of Chicago, its employees, officials from and against any and all liabilities, claims, suits, causes of action, demands, judgments, losses, expenses, attorneys' reasonable fees, and costs of every kind and nature incurred by or accrued, asserted or imposed against the City of Chicago by reason of any accident, injury (including death) to any person, or damage to property resulting from, arising out of, or relating directly or indirectly to the Grant Activities.

4.06 The Recipient agrees that in performing under this Agreement no person shall, on the grounds of race, color, religion, national origin, age, sex, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under

any program or activity, including employment, supported in whole or in part by the Grant.

4.07 If the Grant is used in whole or in part for the employment of any person, the Recipient further agrees that no person on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to ability, will be denied equal opportunity in the hiring process or be otherwise discriminated against with respect to compensation, terms, conditions, or benefits of employment.

4.08 The City reserves the right to terminate the Agreement at any time upon written notice when there are no longer sufficient funds available or when upon the recommendation of the Turn-Around Team, the Commissioner deems the Grant Activities are no longer in the best interests of the City.

Section 5. Events Of Default, Termination And Remedies.

5.01 Failure of the Recipient to satisfactorily complete the Grant Activities in accordance with the terms and conditions of this Agreement, and of any exhibits hereto, shall constitute an Event of Default, provided that neither the Recipient, nor any successor in interest, shall be considered in breach or default of its obligations under this Agreement in the event of an enforced delay in the performance of its obligations due to causes reasonably beyond its control, and occurring without its fault or negligence. The City may extend the time for the performance of such obligations for a period equal to the period of the enforced delay, provided the Recipient has given written notice to the City of the circumstances of such enforced delay within five (5) days after the same arose.

5.02 An Event of Default which shall continue uncured for a period of thirty (30) days following receipt by the Recipient of written notice thereof from the City shall be deemed a Default of the Agreement, permitting the City to take any or all of the following actions:

- (a) the withholding of approval of further Grant payment(s);
- (b) the demand for repayment in part or in full of any sums received from the City under the Grant Agreement;
- (c) the termination of the Grant Agreement.

In the event of the City's demand for repayment under the above subsection (b), the Recipient herein expressly agrees to repay such sums promptly upon written demand by the City.

5.03 No remedy by the terms of this Agreement is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, at law, in equity or by statute, existing now or hereafter; no delay or omission to exercise any right or power accruing upon any Default or Event of Default shall

impair any such right or power nor shall it be construed to be a waiver of any such Default or Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 6. Notices.

Any and all notices given or required under this Agreement shall be in writing and may be delivered personally or by placing in the United States mail, certified with return receipt requested, postage prepaid and addressed:

If To The City:

Department of Health
Richard J. Daley Center
50 West Washington Street
Chicago, Illinois 60602
Attention: Commissioner

If To The Recipient:

Mile Square Health Center
2045 West Washington Boulevard
Chicago, Illinois 60612
Attention: President

Notices mailed in accordance with this section shall be deemed effective three (3) days after mailing. Notices personally delivered shall be deemed effective upon receipt.

Section 7. General Conditions.

7.01 This Agreement shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other inferences shall be implied or impressed upon this Agreement that are not expressly addressed herein.

7.02 This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

7.03 No changes, amendments, modifications, cancellation or discharge of this Agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

7.04 This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

7.05 Any headings of this Agreement are for convenience of reference only and do not define or limit the provision thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall

include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this Agreement. In the event of any conflict between this Agreement and any exhibits hereto, the terms of the Agreement shall be deemed to control.

7.06 If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, municipal ordinance, rule of law or public policy, or for any other reasons, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereto.

Section 8. Authority.

8.01 Execution of this Agreement by the City is authorized by ordinance passed by the City Council of the City of Chicago on _____ (C.J.P. p. _____).

8.02 The City of Chicago Funds chargeable shall be _____ and any disbursement therefrom is subject to the availability of the funds contained therein.

8.03 Execution of this Agreement by the Recipient is authorized by its corporate by-laws, and each and every signature affixed hereto has been made with complete and full authority to commit the Recipient to all terms and conditions of this Agreement, including each and every representation, certification and assurance contained herein.

In Witness Whereof, the Recipient and the City have caused this Agreement to be executed as of the date first written hereinabove.

[Signature forms omitted for printing purposes.]

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

Exhibit "A".

In The United States Bankruptcy Court

For The Northern District Of Illinois

Eastern Division.

In Re Mile Square)	88 B 11538
Health Center, Inc.)	Honorable John H. Squires

Order Authorizing Debtor To Enter
Into Grant Agreement With City Of Chicago.

This matter coming to be heard on the application of the Debtor to enter into a grant agreement with the City of Chicago; notice having been given to all parties entitled to notice including the United States Trustee, Official Unsecured Creditors Committee, and counsel for the City of Chicago; the Court having been advised in the premises;

It is Hereby Ordered that the Debtor Mile Square Health Center, Inc. is granted authority to enter into a grant agreement with the City of Chicago for the receipt of funds in the amount of \$202,000, a copy of which is attached and incorporated as a part of this order.

United States Bankruptcy Judge

Date Entered:

COMMITTEE ON BUILDINGS.

AMENDMENT OF MUNICIPAL CODE CHAPTER 82, SECTION
82-61 BY ALLOWING TEMPORARY DISCONNECTION OF
BUILDING DOWNSPOUTS FROM DRAINAGE SYSTEMS.

The Committee on Buildings submitted the following report:

CHICAGO, February 1, 1989.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a proposed ordinance (which was referred on November 30, 1988) to amend Section 82-61 of the Municipal Code of Chicago, as noted, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance as amended, which is transmitted herewith.

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

Respectfully,

(Signed) FRED B. ROTI,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 82-61 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and by adding the language in italics as follows:

82-61. All roofs exceeding seven hundred fifty square feet in area shall be drained to a sewer, where such sewer is available in any adjoining public way, or public place. Every connecting roof downspout having the open roof connection, located nearer than twelve feet to any inside lot line or any door or window on the same premises, shall be trapped. One trap may serve more than one downspout, and any such trap shall be on the downspout side of the connection to any sanitary sewer or any combined sewer or drain, and shall be set where not subject to frost.

Nothing in this provision shall prohibit the temporary disconnection of the roof downspout of a building from the sewer or combined sewer [and drain system during a period of heavy or prolonged rainfall or snowfall] so long as the disconnection does not result in the drainage of water beyond the property lines of the lot on which the building is located.

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

**COMMITTEE ON HISTORICAL LANDMARK
PRESERVATION.**

DESIGNATION OF TRIBUNE TOWER AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, February 1, 1989.

To The President and Members of the City Council:

Your Committee on Historical Landmark Preservation, having had under consideration a communication signed by William M. McLenahan, Director of the Commission on Chicago Landmarks (referred to your committee on January 18, 1989) to designate the Tribune Tower as a Chicago Landmark, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,

(Signed) BERNARD L. STONE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council has, by ordinance, provided for the identification, protection, and preservation of Chicago Landmarks under the Municipal Code, Chapter 21, Sections 21-62 to 21-95 (those sections are referred to as the "Chicago Landmark Preservation Ordinance"); and

WHEREAS, Pursuant to the Chicago Landmark Preservation Ordinance, the Commission on Chicago Landmarks ("Commission") has been established; and

WHEREAS, Under the Chicago Landmark Preservation Ordinance, the Commission is to recommend proposed landmark designations to the City Council; and

WHEREAS, The Commission has adopted rules and regulations which provide that, in recommending a proposed landmark designation to the City Council, the Commission shall specifically identify the critical features of the proposed landmark; and

WHEREAS, The Commission has recommended that the Tribune Tower (as described in this ordinance) be designated a Chicago Landmark, and has identified as the exclusive critical features of that proposed landmark its north, south, east and west facades and its lobbies, all described in Section 3 of this ordinance; and

WHEREAS, The owner of the Tribune Tower has entered into an agreement with the Commission by which, upon the effectiveness of the agreement, the owner consents to that designation and determination, and the agreement has been approved by and incorporated in a resolution of the Commission adopted November 2, 1988, (that resolution, including the agreement, is referred to as the "Resolution"); and

WHEREAS, The owner has approved, in writing, this form of ordinance as implementing the agreement and accordingly, the agreement and resolution shall, by their terms, be effective upon the adoption of this ordinance; and

WHEREAS, The Commission has found that the Tribune Tower meets the criteria for designation as a Chicago Landmark as set forth in Section 21-66 of the Municipal Code of Chicago, specifically items (1), (3), (4), (5) and (7); and

WHEREAS, The Tribune Tower is one of the most notable buildings in Chicago's central business district; and

WHEREAS, Tribune Tower was designed by Raymond H. Hood and John M. Howells, winners of the international competition conducted with respect to the design of a Tribune Tower, and constructed between 1923 and 1925; and

WHEREAS, Tribune Tower is one of America's most accomplished Gothic skyscrapers, utilizing the strong vertical emphasis and detail of that style to create an elegant silhouette; and

WHEREAS, The designation of Tribune Tower as a Chicago Landmark and the determination of the exclusive critical features of Tribune Tower, all as provided in this ordinance and the resolution, is in the best interests of the City of Chicago; now, therefore,

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

SECTION 1. Findings. The City Council finds, and declares as legislative findings, the matters set forth in the Whereas clauses of this ordinance.

SECTION 2. Commission's Recommendation Accepted. The recommendation of the Commission on Chicago Landmarks, filed with the City Council pursuant to Section 21-72 of the Municipal Code of Chicago, that Tribune Tower be designated a Chicago Landmark is accepted, approved, and adopted.

SECTION 3. Designation as Landmark. Tribune Tower is designated a Chicago Landmark pursuant to the Chicago Landmark Preservation Ordinance; the lobbies and the north, south, east and west facades of Tribune Tower (all as defined in the resolution), and only those aspects of Tribune Tower are declared to be its critical features, all as provided in and subject to the provisions of the resolution and the Commission's rules and regulations.

SECTION 4. Permit Reviews. Notwithstanding Section 21-77 of the Municipal Code of Chicago or any other section of that code, any ordinance or resolution of the city, or any rule or resolution of the Commission, now existing or subsequently adopted, no city permit application shall be subject to approval or disapproval by the Commission, or any successor to it, with respect to any matter which the resolution provides is not subject to such approval or disapproval; that resolution is ratified and approved.

SECTION 5. Notice. The Commission is directed to comply with the provisions of Section 21-75 of the Municipal Code of Chicago.

SECTION 6. Plaque. The Commission is directed to create a suitable plaque and to affix the plaque to the property designated a Chicago Landmark in accordance with the provisions of Section 21-73 of the Municipal Code of Chicago.

SECTION 7. Inconsistent Provisions Repealed. Any ordinance or resolution of the city, which is in any way inconsistent with or contrary to the provisions of this ordinance is, to that extent, repealed.

SECTION 8. Effectiveness. This ordinance is effective upon its adoption and upon the effectiveness of the agreement as described in the resolution of the Commission.

**COMMITTEE ON LAND ACQUISITION, DISPOSITION
AND LEASES.**

**EXECUTION OF LEASE AGREEMENT AT 820 NORTH ORLEANS
STREET FOR MAYOR'S OFFICE OF EMPLOYMENT
AND TRAINING.**

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a lease agreement for office space at 820 North Orleans Street for use by the Mayor's Office of Employment and Training.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- Alderman Bloom -- 1.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease from American National Bank as Trustee, under Trust No. 66573, as Lessor, for approximately 20,000 square feet of office space located on the second floor at 820 North Orleans Street for use by the Mayor's Office of Employment and Training, as Lessee, such lease to be approved by the Assistant to the Mayor of the

Mayor's Office of Employment and Training and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease agreement attached to this ordinance printed on page
24576 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, Bureau of Assets Management, Department of General Services, 320 North Clark Street, Room 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.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy to the Lessor as follows: Bryniarski & Associates, 2101 South Arlington Heights Road, Arlington Heights, Illinois, 60005.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Twenty-two Thousand Five Hundred Eighty-three and 33/100 Dollars (\$22,583.33) per month for the period beginning on the 1st day of January, 1989 or date of occupation (with said monthly rental rate being prorated on a per diem if the initial term does not commence on the 1st day of the month) and ending on the 31st day of December, 1989;

Twenty-three Thousand Nine Hundred Thirty-three and 33/100 Dollars (\$23,933.33) per month for the period beginning on the 1st day of January, 1990 and ending on the 31st day of December, 1990;

(Continued on page 24577)

LEASE--Short Form Lease No. 14075 Form C. O. No. 18 City of Chicago

This Agreement, Made this _____ day of _____

A. D. 19 _____ between American National Bank & Trust of Chicago as Trustee under Trust No. 66573 dated July 1, 1986 _____ as Lessor

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor do 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 20,000 square feet of office space located on the second floor in the West Building at 820 North Orleans Avenue for use by the Mayor's Office of Employment and Training.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 1989, or date of occupation, and ending on the 31st day of December A. D. 1993. Lessee has the right to terminate this lease. For Cancellation Provisions See Rider Attached Hereto and Made a Part Hereof.

[Redacted text]

For 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

Lessee during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessee's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

the building in which is located the For Responsibilities for Lessor and Lessee See Rider Attached Hereto and Made a Part Hereof.

and if approved in advance by Lessor

Lessee shall not assign this lease or sublet said premises or any part thereof without the prior 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, 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. in its reasonable discretion.

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, unless the removal thereof will cause damage to the premises in which case Lessee shall repair such damages

[Redacted text] rent for the period of such rebuilding. See Rider consisting of ten pages attached hereto and made a part hereto.

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.

LESSEE: Assistant Corporation Counsel, Approved: Assets Manager, Real Estate

LESSOR: American National Bank as Trustee under Trust No. 66573 dated July 1, 1986

By Commissioner of General Services

Approved: Assistant to the Mayor

(Continued from page 24575)

Twenty-five Thousand Three Hundred Sixty-six and 66/100 Dollars (\$25,366.66) per month for the period beginning on the 1st day of January, 1991 and ending on the 31st day of December, 1991;

Twenty-six Thousand Eight Hundred Fifty and no/100 Dollars (\$26,850.00) per month for the period beginning on the 1st day of January, 1992 and ending on the 31st day of December, 1992;

Twenty-eight Thousand One Hundred Sixty-six and 66/100 Dollars (\$28,166.66) per month for the period beginning on the 1st day of January, 1993 and ending on the 31st day of December, 1993.

Lessee shall not be required to pay any monthly rental after execution of this lease for the first (1st), thirteenth (13th) and twenty-fifth (25th) months of this lease. In addition, Lessee shall only be required to pay fifty percent of monthly rental after execution of this lease on the thirty-seventh (37th) and forty-ninth (49th) months of this lease.

Rent is payable in advance without set-off or deduction subject to paragraph R-2 on the first (1st) day of each month by Office of the City Comptroller to Bryniarski & Associates, 2101 South Arlington Heights Road, Arlington Heights, Illinois 60005.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for construction of the demised premises to the Lessee's specifications in accordance with Exhibit A attached hereto. The Lessor's architect shall develop plans and drawings consistent with said specifications and such specifications Lessee shall approve in writing.

Upon execution of this lease and rider, Lessor and Lessee shall promptly execute the work letter which is Exhibit B attached hereto. It being understood and agreed between the Lessor and Lessee that Lessor's obligation to construct the demised premises to the Lessee's specifications shall be limited to the quantities and qualities of the items contained in Exhibit A which is attached hereto and made a part hereof. It being further understood and agreed between the Lessor and Lessee that the Lessee shall be allowed substitutions with respect to the items contained in Exhibit A upon the approval of the Lessor and Lessor's architect, such approval not to be unreasonably withheld.

Any construction work requested by Lessee in addition to those items contained in Exhibits A, B and C, the final drawings, or approved substitutions shall be performed by Lessor at Lessee's cost and expense. All such construction work shall be completed by Lessor in a neat and workmanlike manner and shall be carried out in accordance with requirements, orders and limitations of all municipal, county, state and federal governmental agencies having jurisdiction therein, and in such manner that the premises when completed shall comply with the governmental requirements for the use which Lessee may make of them which use is specified in Paragraph R-3 hereinbelow. Lessor shall obtain and pay for licenses and necessary insurance required in connection with the specified construction work. Lessor's obligations under this provision shall survive Lessee's acceptance of the Leased Premises.

Provide and pay for heat daily from 8:00 A.M. to 10:00 P.M. (Saturdays 8:00 A.M. to 6:00 P.M., Sundays 10:00 A.M. to 1:00 P.M.), whenever heat shall be necessary for comfortable occupancy of the demised premises.

Provide and pay for air-conditioning daily from 8:00 A.M. to 9:00 P.M. (Saturdays 8:00 A.M. to 6:00 P.M., Sundays 10:00 A.M. to 1:00 P.M.), whenever air-conditioning shall be required for comfortable occupancy of the demised premises.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and pay for maintenance of air-conditioning and heating units.

Provide and pay for automatic elevator service and maintain elevators in good operable condition.

Provide and pay for exterminator service whenever necessary.

Provide and pay for window washing of the outside only of all windows in the demised premises on a reasonable basis.

Provide and pay for prompt removal of snow and ice from sidewalks and parking lot which serve said demised premises.

Provide and maintain at all times public liability insurance of \$1,000,000 combined single limit; with the City of Chicago to be named as additionally insured. Said annual insurance coverage shall be renewed for each year during the term 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 address cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind; or moving of furniture or replacing of

light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Comply at all times with applicable municipal, county, state and federal ordinances, laws, rules and regulations pertaining to the repair, maintenance and operation of the demised premises.

Pay all real estate taxes and other levies assessed against said improved real property within deadlines established by governmental taxing bodies.

Have the right to repair any minor non-structural damages or repairs to the demised premises caused by the negligence of the Lessee, and the Lessee shall thereupon pay to the Lessor the total reasonable cost of such repairs and damages to the demised premises upon the Lessor providing the Lessee with itemized bills for the cost of such repairs and damages.

Provide at no rental cost to Lessee, eight (8) parking spaces adjacent to the demised premises for use as an off-street parking facility for Lessee's staff and guests only.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, or sweeping of any kind.

Lessee under this lease shall:

Pay for electricity as metered for all office uses (excluding air-conditioning) within demised premises.

Replace any broken plate glass on said demised premises during term of lease not caused by negligence of Lessor.

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 material covenants and agreements binding on it hereunder.

Additional clauses to be included in lease:

R-1 The rights of the Lessee under this lease shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against the building or the underlying leasehold estate, if any, and to all advances made or hereafter to be made upon the security thereof, and Lessee shall execute such further instruments subordinating this lease to the lien or liens or such mortgage or mortgages as shall be requested by Lessor.

- R-2 In the event the Lessor should fail to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts or negligence of the Lessee within a reasonable time and the failure continues twenty (20) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within twenty (20) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease.
- R-3 Use of Premises. Lessee shall use and occupy the premises for office use and for no other use or purpose.
- R-4 Rules and Regulations. Lessee agrees to observe the reservations to Lessor contained in Paragraph R-5 hereof and agrees, for itself, its employees, agents, clients, customers, invitees, licensees and guests, to comply with the reasonable rules and regulations as shall be adopted by Lessor pursuant to Paragraph R-5 of this lease.
- R-5 Rights Reserved to Lessor. Lessor reserves the following rights, exercisable without notice and without liability to Lessor, unless otherwise specified herein, for damage or injury to property, person or business and without effecting an eviction or disturbance of Lessee's use or possession or giving rise to any claim for set-off or abatement of rent or affecting any of Lessee's obligations under this lease:
- A. To install and maintain signs on the exterior and interior of the building.
 - B. To reasonably prescribe the location and style of the suite number and lettering for the premises occupied by the Lessee.
 - C. To retain at all times, and to use as provided in this lease, pass keys to the premises.
 - D. To enter the premises at reasonable hours for reasonable purposes, including inspection repairs, alterations to comply with code and supplying janitor service or other services to be provided to Lessee hereunder.
 - E. Lessor shall not be liable in damage for any reasonable error with respect to admission to or eviction or exclusion from the building of any person. In case of fire, invasion, insurrection, mob, riot, civil disorder or other commotion, or threat thereof, Lessor reserves the right to limit or prevent access to the building during the continuance of the same, shut

down elevator service, activate elevator emergency controls, or otherwise take such action or preventive measures deemed necessary by Lessor for the safety of the tenants or other occupants of the building or the protection of the building and the property of the building. Lessee agrees to cooperate in any reasonable safety program developed by Lessor.

- F. From time to time to make and adopt such reasonable rules and regulations for the protection and welfare of the building and its Lessees and occupants, as the Lessor may determine, and the Lessee agrees to abide by all such rules and regulations, if not deemed unreasonable for the operation of their business. Without limitation, the rules and regulations attached as Exhibit C shall be deemed reasonable.

- R-6 **Untenantability.** If the premises or any part of the building shall be damaged by fire or other casualty and if such damage does not render all or a substantial portion (herein defined as more than thirty percent (30%) of the premises or the building untenable, then Lessor shall proceed to repair and restore the same to its prior existing condition with reasonable promptness, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Lessor's control.

If any such damage renders all or a substantial portion of the premises or the building untenable, the Lessor may elect (a) to terminate this lease as of the date of the fire or casualty by notice to the Lessee within thirty (30) days after that date; or (b) to repair, restore or rehabilitate the building or the premises at the Lessor's expense within one hundred eighty (180) days after the Lessor is able to take possession of the injured premises and undertake preconstruction or repairs, in which latter event the lease shall not terminate but rent shall be abated on a per diem basis while the premises are untenable. If the Lessor elects so to repair, restore or rehabilitate the building or the premises and does not substantially complete the work within said one hundred eighty (180) day period, Lessee can terminate this lease as of the date of the fire or casualty by notice to the other party not later than one hundred ninety (190) days after the Lessor is able to take possession of the injured premises and undertake reconstruction or repairs. In the event of termination of the lease pursuant to this Paragraph R-6, rent shall be apportioned on per diem basis and be paid to the date of the fire or casualty. Notwithstanding the provisions of this Paragraph R-6, in the event any such damage renders the premises untenable and if the lease shall not be cancelled and terminated by reason of such damage, then the rent shall abate during the period beginning with the date of such damage and ending with the date when the premises are again rendered tenantable. If only a portion of the premises are untenable such abatement shall be in an amount bearing the same ratio to the total amount of rent for such period as the untenable portion of the premises from time to time bears to the entire premises.

- R-7 Eminent Domain. If the building, or any part thereof which includes a substantial part of the premises, shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, the term of this lease shall end upon and not before the date when the possession of the part so taken shall be required for such purpose, and without apportionment of the award to or for the benefit of Lessee. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the building or the land, or if the grade of any street or alley adjacent to the building is changed by any competent authority, and such taking, damage or change of grade makes it necessary to make structural changes to the building to conform to the taking, damage or change grade, Lessor shall have the right to cancel this lease upon not less than one hundred fifty (150) days notice prior to the date of cancellation designated in the notice. In either of the events above referred to, rent at the then current rate shall be apportioned as of the date of the termination. No money or other consideration shall be payable by the Lessor to the Lessee for the right of cancellation, and the Lessee shall have no right to share in the condemnation award or in any judgment for damages caused by the change of grade, the Lessee being deemed hereby to have assigned to Lessor any right it would have in such award or judgment.
- R-8 Estoppel Certificate. The Lessee agrees that from time to time upon not less than ten (10) days prior request by Lessor, the Lessee will deliver to Lessor a statement in writing certifying (A) that this lease is unmodified and in full force and effect (or if there have been modifications, that the lease as modified is in full force and effect and identifying the modifications); (B) the dates to which the rent and other charges have been paid; (C) that the Lessor is not in default under any provision of this lease, or, if in default, the nature thereof in detail; (D) that Lessee is in occupancy and paying rent on a current basis with no rental offsets or claims; (E) that there has been no prepayment of rent other than that provided for in the lease; and (F) that there are no actions, whether voluntary or otherwise, pending against Lessee under the bankruptcy laws of the United States or any state thereof.
- R-9 Assignment or Sale by Lessor. In the event Lessor shall sell or convey the building, or its interest in the building the same shall operate to release Lessor from any future liability upon any of the covenants or conditions, express or implied, herein contained in favor of Lessee, and in such event Lessee agrees to look solely to the successor in interest of Lessor in and to this lease. This lease shall not be affected by such conveyance or sale, and Lessee agrees to attorn to the purchaser or assignee.
- R-10 Miscellaneous.
- A. Each provision of this lease shall extend to and shall bind and inure to the benefit not only of Lessor and Lessee, but also their respective heirs,

legal representatives, successors and assigns, but this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge, or subletting contrary to the provisions of this lease.

- B. All of the agreements of Lessor and Lessee with respect to the premises are contained in this lease including exhibits A, B and C; and no modification, waiver or amendment of this lease or any of its conditions or provisions shall be binding upon Lessor or Lessee unless in writing signed by Lessor and Lessee.
- C. The word "Lessee" whenever used herein shall be construed to mean Lessees, their successors and assigns (subject to the provisions of this lease relative to assignments) or any one or more of them in all cases where there is more than one Lessee; and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other organizations, partnerships or other entities, or individuals, shall in all cases be assumed as though in each case fully expressed.
- D. Time is of the essence of this lease and of each and all provisions hereof.
- E. If any provision of this lease is deemed illegal or unenforceable by a court of competent jurisdiction, it is agreed by Lessor and Lessee that the remainder of this lease shall not be affected thereby.
- F. In the event of any inconsistency between the terms of the rider and the terms of the form lease to which this rider is annexed, it is hereby agreed by and between the parties hereto, that the terms of the rider shall prevail.

R-11 Delivery of Possession. If, after utilizing its best efforts, the Lessor shall be unable to give possession of the premises on the date of the commencement of the term because the Lessor has not completed its preparation of the premises, Lessor shall not be subject to any liability for failure to give possession. Under such circumstances the rent reserved and covenanted to be paid herein shall not commence until the premises are available for occupancy, and no such failure to give possession on the date of commencement of the term shall affect the validity of this lease or the obligations of the Lessee hereunder, nor shall the same be construed to extend the term. Notwithstanding the foregoing, Lessee shall have the right to terminate this lease if Lessor is unable to give possession of the premises on June 1, 1989, except that Lessee shall not be entitled to so terminate the lease in the event Lessor's inability to deliver possession is caused directly or indirectly by Lessee.

R-12 Federal Funds. It is mutually agreed and understood by and between the parties hereto that the remuneration or rent mentioned in the lease is payable solely from funds when made available from the federal government and if 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.

R-13 Cancellation Provisions. The Lessee can cancel this lease with one hundred eighty (180) days prior written notice after thirty-six (36) months from execution of lease. If Lessee elects to cancel this entire lease prior to the completion of the thirty-sixth (36th) month, the Lessor, after receiving a cancellation notice will be entitled to final rental payments which total the months that are remaining up to and including the thirty-sixth (36th) month of this lease. Lessee's final rental payment will be made within sixty (60) days from vacation of premises. Lessee's obligation under this paragraph shall supersede Lessee's liability limitation in Paragraph R-12.

R-14 Subrogation. Lessor and Lessee agree to have all fire and extended coverage and material damage insurance (except for self insurance) which may be carried by either of them endorsed with a clause providing that any release from liability of or waiver of claim for recovery from the other party entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder, and providing further that the insurer waives all rights of subrogation which such insurer might have against the other party. Without limiting any release or waiver of liability or recovery contained in any other section of this lease but rather in confirmation and furtherance thereof, Lessor and any beneficiaries of Lessor waive all claims for recovery from Lessee, and Lessee waives all claims for recovery from Lessor, any beneficiaries of Lessor and the managing agent for the project and their respective agents, partners and employees, for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance policies.

Notwithstanding the foregoing or anything contained in this lease to the contrary, any release or any waiver of claims shall not be operative, nor shall the foregoing endorsements be required, in any case where the effect of such release or waiver is to invalidate insurance coverage or invalidate the right of the insured to recover thereunder or increase the cost thereof (provided that in the case of increased cost the other party shall have the right, within ten (10) days following written notice, to pay such increased cost, thereby keeping such release or waiver in full force and effect).

R-15 Holding Over. If the Lessee retains possession of the demised premises or any part thereof after the termination of the term or any extension thereof, by lapse of time and otherwise, the Lessee shall pay the Lessor monthly rent, at double the rate payable for the month immediately preceding said holding over (including increases for rent adjustment which Lessor may reasonably estimate, computed on a per-month basis, for each month or part thereof (without reduction for any such partial month) that the Lessee thus remains in possession, and in addition thereto, Lessee shall pay the landlord all damages, authorized by law and

sustained by reason of the Lessee's retention of possession. Alternatively, at the election of Lessor expressed in a written notice to the Lessee and not otherwise, such retention of possession shall constitute a renewal of this lease for one (1) year at the rate payable for the month immediately preceding said holdover. The provisions of this paragraph do not exclude the Lessor's rights of re-entry or any other right hereunder. Any such extension or renewal shall be subject to all other terms and conditions herein contained.

R-16 Lessor's Remedies.

- A. Each of the following shall constitute a breach of this lease by Lessee: (i) Lessee fails to pay any installment or other payment of rent including without limitation base rent, rent adjustment deposits or rent adjustments when due; (ii) Lessee fails to observe or perform any of the other covenants, conditions or provisions of this lease and fails to cure such default within thirty (30) days after written notice thereof to Lessee; (iii) the interest of Lessee in this lease is levied upon under execution or other legal process; (iv) Lessee abandons the premises.
- B. In the event of any breach of this lease by Lessee, Lessor at its option, with ten (10) days prior written notice to Lessee may, in addition to all other rights and remedies provided in this lease, at law or in equity: Terminate this lease and Lessee's right of possession of the premises, and recover all damages to which Lessor is entitled under law.
- C. Lessee and Lessor shall each pay upon demand, all costs and expenses, including reasonable attorney's fees, incurred by the other in enforcing the observance and performance of all covenants, conditions and provisions of this lease to be observed and performed or resulting from a default under this lease.

R-17 Exculpation. This lease is executed by American National Bank and Trust Company of Chicago, not personally, but as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as trustee, and under the express direction of the beneficiaries of the said trust. It is expressly understood and agreed that nothing herein shall be construed as creating any liability whatsoever against said trustee personally, and in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either expressed or implied, herein contained, or to keep, preserve, or sequester any property of said trust, and that all personal liability of said trustee of every sort, if any, is hereby expressly waived by said Lessee, and by every person now or hereafter claiming any right or security hereunder, and that so far as the said trustee is concerned, the owner of any indebtedness or liability accruing hereunder, shall look solely to the assets of said trust and the proceeds thereof for the payment thereof.

[Exhibit "A" attached to this agreement printed on pages 24587 through 24588 of this Journal.]

Exhibits "B" and "C" attached to this agreement read as follows:

Exhibit "B".

Work Letter.

This work letter is a part of that certain Lease dated _____, 1988 by and between American National Bank and Trust Company of Chicago, not personally or individually, but as Trustee under a Trust Agreement dated July 1, 1986 and known as Trust Number 66573 (hereinafter referred to as "Lessor") and City of Chicago, a municipal corporation, as Lessee (hereinafter referred to as the "Lease") for space at 820 North Orleans Street, Chicago, Illinois. All capitalized terms herein contained shall carry the definitions set forth in the Lease.

1. Lessor agrees, at its expense, to deliver the demised premises to Lessee with the work described in the plans and specifications (the "Plans") to be prepared by Teaco & Associates and which plans shall be approved and initialled by each party hereto. (Said work is hereinafter referred to as the "Work"). It shall be Lessee's responsibility to furnish the Lessor with complete information concerning Lessee's requirements with respect to the demised premises on or before October 15, 1988.

2. Except as provided in the Lease, Lessor has not agreed to perform any other work in the demised premises, and all work not part of the Work, as well as any change thereto requested by Lessee (such other work is hereinafter referred to as the "Lessee's Extra Work"), necessary to complete the demised premises shall be done at Lessee's sole cost and expense, in accordance with the terms and conditions hereinafter set forth. Lessee and Lessee's architect, if any, shall cooperate with Lessor and any contractor employed by Lessor to enable Lessor's contractor to obtain all required building and other permits with respect to the demised premises prior to commencement of construction or as soon as possible thereafter and shall, in any event, meet with Lessor's contractor and other governmental authorities having jurisdiction thereover from time to time upon one (1) day's notice from Lessor or Lessor's contractor and shall immediately make or approve such changes to the Plans as are required by the Building Department in connection with the issuance of the building and other permits. Such cooperation shall not entitle Lessor to the issuance of permits where not properly authorized by law.

(Continued on page 24589)

Exhibit "A".

(Page 1 of 2)
820 North Orleans Street
Mayor's Office of Employment & Training
10/1/88 thru 9/30/93

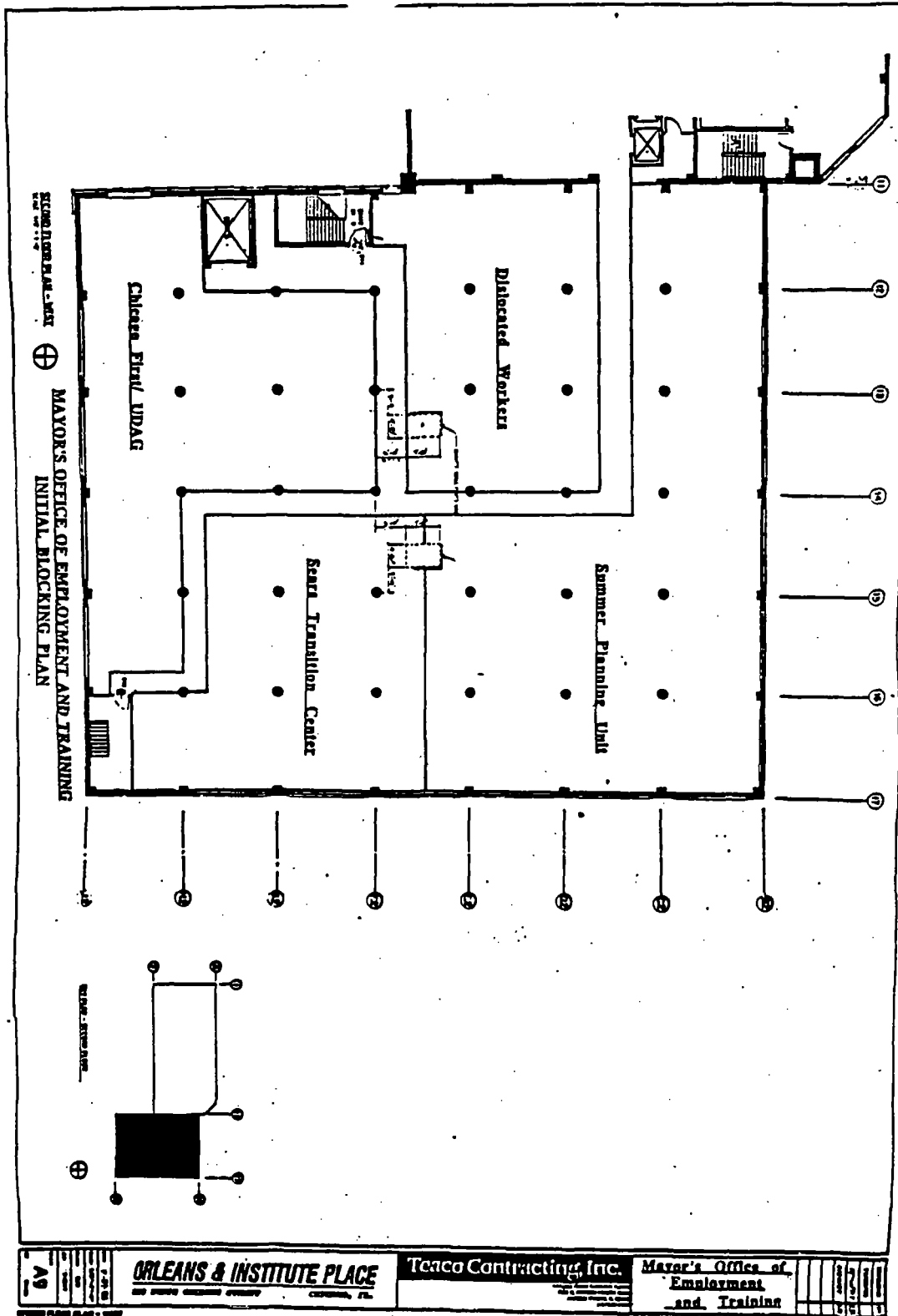


Exhibit "A".

(Page 2 of 2)

820 North Orleans Street
 Mayor's Office of Employment & Training
 10/1/88 thru 9/30/93

BUILDING SPECIFICATIONS

Site	820 North Orleans Street	
Height	4 Stories with English Basement	
Area	Rentable Building Area 153,346 square feet	
STRUCTURAL SYSTEM	Reinforced concrete	
CURTAIN WALL	Masonry with new fully insulated tinted windows. Entry features 2-story reflective curtain wall facade.	
Lobby TREATMENT	Walls	Marble/Fabric Wallcovering
	Floors	Terrazzo/Marble
	Lighting	Indirect/Recessed
Public Corridor	Walls	Wallcovering
	Floors	Carpeting
ELEVATOR	Passenger	2 high speed cars serving all floors
	Freight	1 large dual access freight elevator serving all floors

BUILDING SYSTEMS

**HEATING, VENTILATION
 AND Air Conditioning**

A variable volume heating, ventilation and air conditioning system provides service to the desired areas during regular business hours consistent with first class office buildings.

The mechanical system features an individual unit per floor/wing with an electrical energy management system.

The air distribution system has temperature control zones on each floor. Each zone is supplied with one master variable volume control with distribution box, each with its own thermostatic control. All air distribution shall be overhead and ducted supply.

The system is based on a maximum population of one person per 100 square feet of usable area and a maximum electric lighting, office equipment and miscellaneous convenience power load of 4.0 watts per square foot of area.

Electrical

Each tenant is provided with 120/208 volt, 1-phase, 3-wire power for lighting, receptacles and general office equipment connected through distribution panels with circuit breakers located in central electrical closets of the tenant's space.

BUILDING STANDARDS

ITEM	QUANTITY	DESCRIPTION
DEMISING PARTITIONS	As required for building standard construction	Public corridor and tenant demising partitions extend from floor to the underside of the structures above, and are constructed of 2-1/2" metal studs at 24" o.c. with a single layer of 1/2" gypsum board with sound attenuation insulation.
INTERIOR PARTITIONS	1 lineal foot per 15 rentable square feet	Construction with 2-1/2" metal studs 24" o.c., a single layer of 1/2" gypsum board to underside of ceiling.
SUITE ENTRY DOOR	1 per tenant	Metal frame with 3'-0" x 8'-0" x 1-1/4" solid core formal mahogany finished plastic laminate door with brushed chrome lever handle lockset.
INTERIOR DOORS	1 per 30 lineal feet of partition	Metal frame with 3'-0" x 8'-0" x 1-1/4" solid core formal mahogany finished plastic laminate door with brushed chrome lockset.
Ceiling	As required	24" x 24" recessed edged acoustical ceiling system.
Lighting	1 per 75 rentable feet	24" x 48" parabolic fluorescent fixtures.
Light Switches	1 per 300 rentable square feet.	Single pole toggle switch.
EMERGENCY LIGHTING/ Exit Signs	As required for building standard	In accordance with City Code in standard tenant and construction improvements.
Electrical Outlets	1 per 200 rentable square feet	Duplex electrical wall outlets 15A, 110V installed in building standard partitions.
Telephone Outlets	1 per 250 rentable square feet	All telephone outlets are installed in building standard partitions.
Painting	As required for building standard	Wall surfaces include partitions, core and construction perimeter walls and column enclosures are painted with one prime and one finish coat of flat latex paint; hollow metal door frames are painted with two coats of semi-gloss enamel over one prime coat selected by tenant from standard decorating chart, one color throughout.
Floor Covering	As required for building standard construction	One color of carpet per wire from building standard.
Floor Base	As required for building standard construction	2-W" vinyl base in building standard color.
Window Coverings	As required	Nonnew-slatted mini-blinds.

(Continued from page 24586)

3. If Lessee shall require any Lessee's Extra Work, Lessee shall, at its sole cost and expense, deliver to Lessor for its approval, which approval shall not be unreasonably withheld, the necessary additional drawings, plans and specifications (hereinafter referred to as the "Additional Plans") for the Lessee's Extra Work. If Lessor does not approve of the Additional Plans as delivered by Lessee, which approval shall not be unreasonably withheld or delayed, Lessor shall, within seven (7) business days of submission thereof, advise Lessee of the changes required in the Additional Plans so that they will meet with Lessor's approval. Lessee shall cause the Additional Plans to be revised and delivered to Lessor for its final review and approval within fourteen (14) business days after Lessee's receipt of such advice or Lessee shall be deemed to have abandoned its request for such Lessee's Extra Work. Lessor shall provide the Lessee's Extra Work; provided, however, in no event be obligated to perform any particular portion of Lessee's Extra Work (whether provided for in the Plans or in any Additional Plans) unless and until Lessee has approved the written estimates of the costs of such Lessee's Extra Work submitted by Lessor to Lessee. If Lessee shall fail to approve any such estimates to Lessor within fourteen (14) business days from the receipt of such estimates by Lessee, the same shall be deemed disapproved by Lessee, Lessor shall not be required to proceed thereon and Lessee shall be deemed to have abandoned its request therefor. The cost for Lessee's Extra Work performed by Lessor shall be paid by Lessee in accordance with the foregoing provisions and the said costs shall be paid from time to time based upon the percent of completion of Lessee's Extra Work within thirty (30) days of Lessor's written request for payment.

4. The Commencement Date shall not be extended by reason of delays in completing the Work or the Lessee's Extra Work (said work is collectively referred to as the "Work") as a result of any of the following (hereinafter referred to as "Lessee Delays"):

- (a) Lessee's failure to furnish the requirements set forth in Paragraph 1;
- (b) Lessee's request for materials, finishes or installations other than the standards described on Exhibit A to the Lease and Rider executed by the parties;
- (c) Changes in the Plans or the Additional Plans or in the Work made by Lessee (notwithstanding Lessor's approval of such changes);
- (d) Lessee's failure to approve cost estimates within the time specified in Paragraph 3 hereof;
- (e) The performances of any work by Lessee or any person, firm or corporation employed by Lessee; or
- (f) Any other default or delay caused by the act or omission of Lessee or its contractors, employees or agents.

5. Lessor, in its sole discretion, may permit Lessee and Lessee's employees and agents to enter the demised premises prior to the Commencement Date so that Lessee may do such

other work as may be required to make the demised premises ready for Lessee's use and occupancy. If Lessor permits such entry prior to the Commencement Date, it will be upon the condition that Lessee and its employees, agents, contractors and suppliers shall work in harmony with Lessor and its employees, agents, contractors and suppliers and will not interfere with the performance of the Work by Lessor or with the work of any other tenants or occupants in the remainder of the Building and Lessee and its contractors shall comply with such other requirements the Lessor may reasonably deem necessary or appropriate. Without limitation of the foregoing, Lessee agrees that all services and work performed on the demised premises, including telephone installation, carpeting, materials and personal property delivered to the demised premises on behalf of or for the account of Lessee shall be performed or delivered, as the case may be, only by persons covered by a collective bargaining agreement with the appropriate trade union. If at any time such entry shall cause or threaten to cause such disharmony or interference or Lessee shall fail to comply with Lessor's reasonable requirements, Lessor shall have the right to withdraw such license upon 24 hours written notice to Lessee. Lessee agrees that any such entry or occupation of the demised premises shall be governed by all of the terms, covenants, conditions and provisions of the Lease required for Lessee, except the covenant for the payment of rent, and further agrees that Lessor or its agents, officers, employees or representatives shall not be liable in any way for injury, loss or damage which may occur to any of the Lessee's work or installations made in the demised premises, or to any personal property placed therein, the same being at Lessee's sole risk. Lessee hereby indemnifies and agrees to hold Lessor harmless from and against any and all actions, loss, cost, damage liability and expense, including, but not limited to, reasonable attorneys' fees caused or claimed to be caused by Lessee or its agents, employees, or contractors or any party performing any work on or service to the premises excluding any individual or entity employed either directly or indirectly by Lessor.

6. The failure by Lessee to pay any monies due Lessor pursuant to this Work Letter within the time period herein stated shall be deemed a default under the terms of the Lease. All late payments shall bear interest pursuant to the Lease Interest Rate of ten (10%) percent per annum.

7. Exculpation. This Work Letter is executed by American National Bank and Trust Company of Chicago, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as Trustee, and under the express direction of the beneficiaries of the said Trust. It is expressly understood and agreed that nothing herein shall be construed as creating any liability whatsoever against said Trustee personally, and in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either expressed or implied, herein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by said Lessee, and by every person now or hereafter claiming any right or security hereunder, and that so far as the said Trustee is concerned, the owner of any indebtedness or liability accruing hereunder, shall look solely to the assets of said Trust and the proceeds thereof for the payment thereof.

[Signature forms omitted for printing purposes.]

Exhibit "C"

Rules And Regulations.

The Tenant shall occupy and use the demised premises during the term for the purpose above specified and none other and shall comply with the following provisions:

A. The Tenant will not make or permit to be made any use of the demised premises which, directly or indirectly is forbidden by public law, ordinance, or governmental regulation or which may be dangerous to persons or property, or which may invalidate or increase the premium cost of any policy of insurance carried on the Building or covering its operations; the Tenant shall not do, or permit to be done, any act or thing upon the demised premises which will be in conflict with fire insurance policies covering the Building. The Tenant, at its sole expense shall comply with all reasonable rules, regulations or requirements of the local inspection and Rating Bureau, or any other similar body, and shall not do or permit anything to be done upon said premises or bring or keep anything thereon in violation of rules, regulations, or requirements of the Fire Department, local inspection and Rating Bureau, Fire Insurance Rating Organization or other authority having jurisdiction and then only in such quantity and manner of storage as not to increase the rate of fire insurance applicable to the Building;

B. Any sign installed in the demised premises or anywhere within the Building shall be installed by Landlord at Tenant's cost and in such manner, character and style as Landlord may reasonably approve in writing;

C. The Tenant shall not advertise the business, profession or activities of the Tenant conducted in the Building in any manner which violates the law and shall not use the name of the Building for any purpose other than that of business address of the Tenant and shall never use any picture or likeness of the Building in any circulars, notices, advertisements or correspondence without the Landlord's express consent in writing;

D. The Tenant shall not obstruct, or use for storage, or for any purpose other than ingress and egress, the sidewalks, entrances, passages, courts, corridors, vestibules, halls, elevators and stairways of the Building;

E. No bicycles or other vehicle and no dog, other than a seeing-eye dog, or other animal shall be brought or permitted to be in the Building or any part thereof;

F. The Tenant shall not make or permit any noise or odor that is objectionable to other occupants of the Building to emanate from the demised premises, and shall not create or maintain a nuisance thereon, and shall not disturb, solicit or canvass any occupant of the Building, and shall not do any act tending to injure the reputation of the Building;

G. The Tenant shall not install any musical instrument or equipment in the Building or any antennas, aerial wires or other equipment inside or outside the Building, without, in each and every instance, prior approval in writing by the Landlord. The use thereof, if

permitted, shall be subject to reasonable control by the Landlord to the end that others shall not be disturbed or annoyed;

H. The Tenant shall not waste water by tying, wedging or otherwise fastening open any faucet;

I. No additional locks or similar devices shall be attached to any door or window without approval of Landlord. No keys for any door or window other than those provided by the Landlord shall be made. If more than two keys for one lock are desired by the Tenant, the Landlord may provide the same upon payment by the Tenant. Upon termination of this Lease or of the Tenant's possession, the Tenant shall surrender all keys of the demised premises and shall make known to the Landlord the explanation of all combination locks on safes, cabinets, and vaults left behind;

J. The Tenant shall be responsible for protecting the demised premises and all property located therein and for the safety of all persons therein;

K. If the Tenant desires telegraphic, burglar alarm or signal service, the Landlord will, upon request, reasonably direct where and how connections and all wiring for such service shall be introduced and run. Without such directions, no boring, cutting or installation of wires or cables is permitted;

L. Shades, draperies or other forms of inside window covering must be of such shape, color and material as reasonably approved by the Landlord;

M. Tenant shall pay, as a late charge in the event any installment of Base Rental, Rent Adjustments, Rent Adjustment Deposits and any other charge owed by Tenant hereunder is not paid * the greater of \$100.00 or an amount equal to five (5%) percent of the amount due for each and every thirty (30) day period that said amount remains unpaid (but in no event shall the amount of such late charge exceed an amount based upon the highest legally permissible rate chargeable at any time by Landlord under the circumstances). Should Tenant make a partial payment of past due amounts, the amount of such partial payment shall be applied first to reduce all accrued and unpaid late charges, in inverse order of their maturity, and then to reduce all other past due amounts, in inverse order of their maturity; * within seven (7) days of due date;

N. The Tenant shall not overload any floor. Safes, furniture and all large articles shall be brought through the Building and into the demised premises at such times and in such manner as the Landlord shall reasonably direct and at the Tenant's sole risk and responsibility. The Tenant shall list all furniture, equipment and similar articles to be removed from the Building, and the list must be approved at the office of the Building or by a designated person before building employees will permit any article to be removed;

O. Unless the Landlord gives advance written consent in each and every instance, the Tenant shall not install or operate any steam or internal combustion engine, boiler, machinery, refrigerating or heating device or air-conditioning apparatus in or about the demised premises for housing accommodations or lodging or sleeping purposes, or do any cooking therein or install or permit the installation of any vending machines, or use any illumination other than electric light, or use or permit to be brought into the Building any

inflammable oils or fluids such as gasoline, kerosene, naphtha and benzene, or any explosive or other articles hazardous to persons or property;

P. The Tenant shall not place or allow anything to be against or near the glass or partitions, doors or windows of the demised premises which may diminish the light in, or be unsightly from the exterior of the Building, public halls or corridors;

Q. The Tenant shall not install in the demised premises any equipment which use a substantial amount of electricity without the advance written consent of the Landlord. The Tenant shall ascertain from the Landlord the maximum amount of electric current which can safely be used in the demised premises, taking into account the capability of the electric wiring in the Building and the demised premises and the needs of other tenants in the Building and shall not use more than such safe capacity. The Landlord's consent to the installation of electric equipment shall not relieve the Tenant from the obligation not to use more electricity than such safe capacity;

R. The Tenant may not install carpet padding or carpet by means of a mastic, glue or cement without Landlord's prior written consent. Such installation shall be tackless strip or double-faced tape only;

S. Tenant shall not, without Landlord's prior written consent in each instance, do any cooking, baking, heating, preparation, serving or selling of any food or beverages in the premises, or permit the same to occur, except for coffee service and microwave ovens to service Tenant;

T. If Tenant breaches any covenant or condition hereof, then in addition to all other liabilities, rights and remedies for breach of any such covenant, the Tenant shall pay to the Landlord all damages caused by such breach and shall also pay to the Landlord as Additional Rent an amount equal to any increase in insurance premium or premiums caused by such breach. The Landlord shall have the right to make and Tenant shall observe, such reasonable rules and regulations as the Landlord or its agent may from time to time adopt on such reasonable notice to be given as the Landlord may elect. Nothing in this Lease shall be construed to impose upon the Landlord any duty or obligation to enforce provisions of these rules and regulations or any rules and regulations hereafter adopted, or the terms, covenants or conditions of any other lease as against any other Tenant, and the Landlord shall not be liable to the Tenant for violation of the same by any other Tenant, its servants, employees, agents, visitors or licensees; and

U. Tenant shall not permit its employees or visitors to loiter in the hallways or in the lobby of the Building. Such regulation shall be interpreted with reference to Tenant's intended use of premises as a governmental service office.

Action Deferred-- SALE OF VARIOUS CITY-OWNED VACANT
PROPERTIES TO ILLINOIS SPORTS FACILITIES
AUTHORITY FOR USE IN CONSTRUCTION
OF REPLACEMENT HOUSING.

The Committee on Land Acquisition, Disposition and Leases submitted the following report which was, on motion of Alderman Rush and Alderman Tillman, *Deferred* and ordered published:

To the President and Members of the City Council:

Your Committee on Land Acquisition, Disposition and Leases to which was referred an ordinance authorizing the Department of General Services, Real Property Section, to sell under the home-rule powers, as pursuant to state law, twelve pieces of property necessary for the Illinois Sports Authority. The properties are located at:

3349 South Giles Avenue
3538 South Giles Avenue
3144 South Indiana Avenue
3154 South Indiana Avenue
3335 South Indiana Avenue
3409 South Indiana Avenue
3449 South Indiana Avenue
3339 -- 3341 South Michigan Avenue
3400 -- 3404 South Prairie Avenue
3340 -- 3342 South Prairie Avenue
3424 -- 3426 South Prairie Avenue
3520 -- 3522 South Prairie Avenue,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee with no dissenting votes.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

The said proposed ordinance transmitted with the foregoing committee report reads as follows:

WHEREAS, The Illinois Sports Facilities Authority ("Authority") is a political subdivision, body politic and municipal corporation of the State of Illinois, organized, existing under, and by virtue of an Act of the General Assembly of the State of Illinois entitled, "The Illinois Sports Facilities Authority Act," approved January 20, 1987 by Public Act 84-1470, Illinois Revised Statutes Chapter 85, Paragraph 6001, et seq., and amendments thereto (the "Act"); and

WHEREAS, The Act authorizes the Authority to acquire real property necessary to establish and construct sports facilities; and

WHEREAS, The City of Chicago is a municipal corporation and home rule unit of local government pursuant to Article VII of the Illinois Constitution of 1970; and

WHEREAS, The Authority has requested the City of Chicago to sell vacant lots owned by it to the Authority for the purpose of providing replacement housing for persons who must relocate in order to construct a new sports facility; now, therefore,

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

SECTION 1. The proposed transfer of real property by the City of Chicago to the Illinois Sports Facilities Authority pertains to the local government and affairs of the City of Chicago and is hereby approved as follows:

Parcel 1:

Lot 13 in McLachlan and Others Resubdivision of Lots 4, 5, 12, 13 and Lots 20, 21, 28, 29, 36, 37 and 44 in Cleaver's Subdivision of Lots 3 to 6 inclusive in Block 2 in Dyer and Davisson's Subdivision of the southeast quarter of the northwest quarter of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

3349 South Giles Avenue
17-34-122-025
\$11,000.00

Parcel 2:

Lot 10 in County Clerk's Division of the east half of the east half of the northwest quarter of the northeast quarter of the southwest quarter of Section 14, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

3538 South Giles Avenue
17-34-310-065
\$11,500

Parcel 3:

Lot 37 in Block 1 in C. H. Walker's Subdivision of the north 20 acres of the west half of the northwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

3144 South Indiana Avenue
17-34-102-033
\$10,000

Parcel 4:

Lot 44 in Block 1 in C. H. Walker's Subdivision of that part north of the south 60 acres of the west half of the northwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

3154 South Indiana Avenue
17-34-102-036
\$12,000

Parcel 5:

Lot 6 in Frederick H. Bartlett's Indiana Avenue Subdivision of Block 1 of Dyer & Davisson's Subdivision of the southeast quarter of the northwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

3335 South Indiana Avenue
17-34-120-009
\$11,300

Parcel 6:

Lot 34 in E. C. Larned's Subdivision of part of the southeast quarter of the northwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

3409 South Indiana Avenue
17-34-120-026
\$9,000

Parcel 7:

Lot 25 in Block 1 in Harriet Farlin's Subdivision of Lots 8, 9 and 10 in Block 1 in Dyer and Davisson's Subdivision of the southeast quarter of the northwest quarter of Section 34, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

3449 South Indiana Avenue
17-34-120-039
\$9,750

Parcel 8:

Lots 32 and 33 in Block 6 in J. Wentworth's Subdivision of the south 60 acres of the west half of the northwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

3339 -- 3341 South Michigan Avenue
17-34-116-013 and 17-34-116-014
\$27,000

Parcel 9:

Lot 30 in E. C. Larned's Subdivision of part of the southeast quarter of the northwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

And

Lot 1 in the subdivision of Lot 31 and (except the south 35/100 feet) Lot 32 in E. C. Larned's Subdivision of part of the southeast quarter of the northwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

And

Lot 2 in Dikeman and Dehn's Subdivision of Lot 31 and part of Lot 52 in Larned Subdivision of the southeast quarter of the northwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

3400 -- 3404 South Prairie Avenue
17-34-120-063, 17-34-120-064 and
17-34-120-065
\$27,600

Parcel 10:

Lots 8 and 9 in the subdivision of the south 250 feet of the east half of Lot 4 in Block 1 in Dyer and Davison's Subdivision of the southeast quarter of the northwest quarter, together with Lot 23 of E. C. Larned's Subdivision of 4 acres in the west half of the southeast quarter of the northwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

3340 -- 3342 South Prairie Avenue
17-34-120-052 and 17-34-120-053
\$16,700

Parcel 11:

The north 20 feet of Lot 7 in Block 1 in Harriet Farlin's Subdivision of Lots 8 to 10 in Block 1 in Dyers and Davison's Subdivision of the southeast quarter of the northwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

3424 -- 3426 South Prairie Avenue
17-34-120-074 and 17-34-120-075
\$19,700

Parcel 12:

Lots 45 and 46 in Robertson's and Fitch's Subdivision of the west half of the northwest quarter of the northeast quarter of the southwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

3520 -- 3522 South Prairie Avenue
17-34-309-053 and 17-34-309-054
\$13,000

SECTION 2. The Acting Mayor is authorized to execute and the City Clerk is authorized to attest quitclaim deeds conveying the above described real property to the Illinois Sports Facility Authority subject to the review and approval of the Corporation Counsel.

SECTION 3. This ordinance shall take effect immediately upon its passage.

COMMITTEE ON LOCAL TRANSPORTATION.

**CONSTRUCTION OF SUPERVISOR BOOTHS FOR CHICAGO
TRANSIT AUTHORITY AT SPECIFIED
INTERSECTIONS.**

The Committee on Local Transportation submitted the following report:

CHICAGO, January 27, 1989.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred January 18, 1989) for construction of supervisor booths eastbound on West Division Street at North Ashland Avenue and northbound on North California Avenue at West North Avenue, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by voice vote by members of the committee.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Chicago Transit Authority has determined by experience, the necessity of stationing supervision at various locations to monitor bus operations; and

WHEREAS, The Chicago Transit Authority has determined by experience that booths for the convenience and protection of its supervisors are invaluable; and

WHEREAS, The Chicago Transit Authority has selected as sites locations where other means of shelter are inadequate; and

WHEREAS, The number of bus routes was also a factor in these site selections; now, therefore,

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

SECTION 1. That the construction of supervisor booths at the following locations within the public right-of-way of the City of Chicago is hereby approved:

Street	At	Intersection	Direction	Ward
West Division Street		North Ashland Avenue	Eastbound	26

Street	At	Intersection	Direction	Ward
North California Avenue		West North Avenue	Northbound	26

SECTION 1a. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Streets and Sanitation, Bureau of Streets, for work necessary to install and maintain the supervisor booths.

SECTION 1b. The Chicago Transit Authority shall be solely responsible for all expense associated with the installation, maintenance, removal or relocation of the supervisor booths.

SECTION 1c. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance and removal of the supervisor booths.

SECTION 1d. The Chicago Transit Authority shall remove or relocate the supervisor booths at its sole expense within thirty (30) days when so ordered by the City of Chicago, Department of Streets and Sanitation.

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

CONSTRUCTION OF BUS PASSENGER SHELTER AT
INTERSECTION OF SOUTH HALSTED STREET
AND WEST 115TH STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, January 27, 1989.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration an ordinance (which was referred January 18, 1989) for the construction of a bus passenger shelter on South Halsted Street at West 115th Street for southbound passengers, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by voice vote by members of the committee.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, Chicago Transit Authority has a bus stop where other means of shelter is not readily available; and

WHEREAS, The interval of time between buses was also a factor in this site selection; now, therefore,

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

SECTION 1. That the construction of a bus shelter at the following location within the public right of way of the City of Chicago is hereby approved:

Street	At	Intersection	Direction	Ward
South Halsted Street		West 115th Street	South	34

SECTION 1a. The Chicago Transit Authority shall submit copies of plans and specifications to the City of Chicago, Department of Public Works, Bureau of Traffic Engineering and Operations for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Public Works, for work necessary to install and maintain the bus shelter.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus shelter.

SECTION 1d. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of the bus shelter.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

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

CHICAGO TRANSIT AUTHORITY REQUESTED TO CONSIDER
INSTALLATION OF BUS PASSENGER SHELTER AT
INTERSECTION OF WEST CERMAK ROAD
AND SOUTH WESTERN AVENUE.

The Committee on Local Transportation submitted the following report:

CHICAGO, January 27, 1989.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration an order (which was referred December 14, 1988) to memorialize the Chicago Transit Authority to give consideration to the installation of a bus passenger shelter on the northwest corner of West Cermak Road and South Western Avenue for southbound passengers, begs leave to recommend that Your Honorable Body *Pass* the said proposed order, which was transmitted herewith.

This recommendation was concurred in by voice vote by members of the committee.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

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

Nays -- None.

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

The following is said order as passed:

Ordered, That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the installation of a bus passenger shelter on the northwest corner of West Cermak Road and South Western Avenue for southbound passengers.

CHICAGO TRANSIT AUTHORITY REQUESTED TO CONSIDER
INSTALLATION OF BUS PASSENGER SHELTER ON
SOUTH CICERO AVENUE NEAR WEST
63RD STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, January 27, 1989.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration an order (which was referred November 30, 1988) to memorialize the Chicago Transit Authority to give consideration to the installation of a bus passenger shelter on South Cicero Avenue, south of West 63rd Street (west side of bus turnaround), begs leave to recommend that Your Honorable Body *Pass* the said proposed order, which was transmitted herewith.

This recommendation was concurred in by voice vote by members of the committee.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

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

Nays -- None.

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

The following is said order as passed:

Ordered, That the Committee on Local Transportation memorialize the Chicago Transit Authority to give consideration to the installation of a bus passenger shelter 350 feet south of West 63rd Street on South Cicero Avenue (west side in bus turnaround).

CHICAGO TRANSIT AUTHORITY REQUESTED TO CONSIDER
INSTALLATION OF BUS PASSENGER SHELTERS AT
INTERSECTION OF NORTH DAMEN AVENUE
AND WEST ROSCOE STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, January 27, 1989.

To the President and Members of the City Council:

Your Committee on Local Transportation having had an order (which was referred January 18, 1989) to memorialize the Chicago Transit Authority to give consideration to the installation of bus passenger shelters on the northwest and southeast corners of North Damen Avenue at the intersection of West Roscoe Street, for north and southbound passengers, begs leave to recommend that Your Honorable Body *Pass* the said proposed order, which is transmitted herewith:

This recommendation was concurred in by voice vote by members of the committee.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

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

Nays -- None.

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

The following is said order as passed:

Ordered, That the Committee on Local Transportation memorialize the Chicago Transit Authority to give consideration to the installation of bus passenger shelters on the northwest and southeast corners of North Damen Avenue at the intersection of West Roscoe Street, for north and southbound passengers.

Re-Referred -- PERMISSION TO WESTERN UNION CORPORATION
FOR CONSTRUCTION AND USE OF TELECOMMUNICATIONS
SYSTEM WITHIN PUBLIC WAYS.

The Committee on Local Transportation submitted a report recommending that the City Council re-refer to the Committee on Streets and Alleys a proposed ordinance to grant

permission and authority to Western Union Corporation to construct, install, renew, repair, maintain and operate within the public ways of the City of Chicago a telecommunications system utilizing fiber optic cable.

On motion of Alderman Huels, the committee's recommendation was *Concurred In* and said proposed ordinance was *Re-Deferred to the Committee on Streets and Alleys*.

**COMMITTEE ON SPECIAL EVENTS AND
CULTURAL AFFAIRS.**

*Action Deferred -- APPROVAL GIVEN TO NAVY PIER DEVELOPMENT
AUTHORITY FOR USE OF APPROPRIATED FUNDS.*

The Committee on Special Events and Cultural Affairs submitted the following report which was, on motion of Alderman Natarus and Alderman Beavers, *Deferred* and ordered published:

CHICAGO, January 30, 1989.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration a communication signed by Alderman Burton F. Natarus, 42nd Ward (passed in committee on January 26, 1989) begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,

(Signed) JOHN S. MADZYK,
Chairman.

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

WHEREAS, On October 26, 1988, the City Council passed an ordinance establishing the Navy Pier Development Authority to oversee the redevelopment of Navy Pier and the area adjacent thereto; and

WHEREAS, Section 6 of the ordinance establishing the Navy Pier Development Authority provides that the Authority's budget shall not take effect until it has been approved by the City Council; and

WHEREAS, The City Council has appropriated the sum of \$191,750 under Code 100-99-2005.9081 for activities related to Navy Pier, said sum to be used subject to the approval of the Budget Director; and

WHEREAS, The Budget Director has approved the Authority's proposed use of the funds appropriated for activities related to Navy Pier; now, therefore,

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

SECTION 1. The City Council hereby approves the use by the Navy Pier Development Authority of the funds appropriated under Code 100-99-2005.9081 in the manner described in the attached Exhibit A.

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

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

Navy Pier Development Authority

1989 Budget Detail.

Code	Purpose	Amount
.0005	Salaries and Wages	\$150,000
	Executive Director	75,000
	Assistant Director	50,000
	Staff Assistant	25,000

Code	Purpose	Amount
	Subject to the approval of the City Council Committee on Special Events and Cultural Affairs and the City Council of the City of Chicago	
.0155	Rental of Property	\$ 20,000
*.0100	For Contractual Services	20,000
*.0200	For Travel	14,750
*.0400	For Equipment	7,000
	BUDGET LEVEL TOTAL:	\$191,750

COMMITTEE ON STREETS AND ALLEYS.

**APPROVAL GIVEN FOR GRANTS OF PRIVILEGE IN
PUBLIC WAYS.**

The Committee on Streets and Alleys, to which had been referred on September 22, October 14 and 26, 1988, four proposed ordinances for grants of privilege in public ways, submitted separate reports recommending that the City Council pass said proposed ordinances which were transmitted therewith.

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

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

Nays -- None.

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

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

Aetna Plywood, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to Aetna Plywood, Incorporated upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track adjacent to the premises at 1731 North Elston Avenue, over and across the sixty- six (66) foot right-of-way of West Willow Street approximately five hundred fifty (550) feet northeasterly of the east line of North Elston Avenue; for a period of five (5) years from and after June 27, 1988.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses

which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the Department of General Services.

The Catholic Bishop Of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to The Catholic Bishop of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a concrete pipe tunnel under and across North Wabash Avenue, two hundred fifty-five (255) feet south of the center line of East Chicago Avenue, connecting the premises known as 729 North Wabash Avenue with 730 North Wabash Avenue. Said pipe tunnel shall be not less than six (6) feet in depth and four (4) feet six (6) inches in width, and shall contain one (1) four (4) inch condensate pump discharge pipe, one (1) ten (10) inch medium pressure steam pipe and one (1) one (1) inch trap discharge pipe. Authority herein granted for a period of five (5) years from and after September 11, 1988.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred Forty- six and no/100 Dollars (\$346.00) per annum, in advance, the first payment to be made as of the date stated in Section 1, and

each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance; and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

Cook County Hospital.

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

SECTION 1. Permission and authority are hereby given and granted to Cook County Hospital, upon the terms and subject to the conditions of this ordinance to install, maintain and use electrical utility connecting link forty (40) feet in length and ten (10) feet in width, adjacent premises at 620 South Winchester Avenue. This shall be side by side electrical ducts, with a two (2) foot spacing between, installed ten (10) feet underground connecting the 12K-volt electrical distribution center at 1965 West Ogden Avenue with the 480-volt distribution center at 1835 West Harrison Street. Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services,

Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of the date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the

City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the Department of General Services.

1120 Lake Shore Drive Building Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to 1120 Lake Shore Drive Building Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use a sump well and pump, for flood control system, with manhole cover adjacent to the premises at 1120 North Lake Shore Drive for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public way as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for

this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the Department of General Services.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF
PRIVILEGE TO AMERICAN NATIONAL BANK AND
TRUST, UNDER TRUST 50472.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. That the ordinance passed by the City Council on March 30, 1988, C.J.P. page 11588, granting permission to the American National Bank & Trust, under Trust 50472, upon the terms and subject to the conditions of this ordinance be and the same is hereby amended by striking out as printed, the following:

Section 2. "(1) coal chute under the east-west sixteen (16) foot public alley north of East 56th Street between South Cornell Avenue and Hyde Park Boulevard. Said coal chute not to exceed four (4) feet by four (4) feet in size with a cover that is level with existing grade of the alley, with cover not larger than two (2) feet six (6) inches in diameter."

Section 2. "Six Hundred (\$600.00) Dollars"

and inserting in lieu thereof:

Section 2. Three Hundred (\$300.00) Dollars

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

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

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

Nays -- None.

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

AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT
OF PRIVILEGE TO 990 NORTH LAKE SHORE
DRIVE CONDOMINIUM ASSOCIATION.

The Committee on Streets and Alleys submitted a report recommending that the City

Council pass the following proposed ordinance:

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

SECTION 1. That the ordinance passed by the City Council on January 27, 1988, C.J.P. page 9979, granting permission to 990 North Lake Shore Drive Condominium Association, upon the terms and subject to the conditions of this ordinance, be and the same is hereby amended by striking out as printed, the following:

In Section 1: "for a total distance of two hundred eighteen point four (218.4) feet, at a width of fifteen point four (15.4) feet"

In Section 2: "Two Thousand One Hundred Forty-two Dollars (\$2,142.00) per annum"

and inserting in lieu thereof:

In Section 1: for a total distance of one hundred ninety-four (194) feet, at a width of ten point twenty-five (10.25) feet

In Section 2: One Thousand Five Hundred Ninety-one Dollars (\$1,591.00) per annum

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

On motion of Alderman Levar, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

REPEAL OF ORDINANCE WHICH AUTHORIZED GRANT OF
PRIVILEGE TO METROPOLITAN RAIL.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That an ordinance passed by the City Council on February 25, 1988, printed on pages 10891 and 10892 of the Journal of the Proceedings of said date, which granted permission to the Metropolitan Rail, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use vaulted subsurface space under the public way adjacent to its premises located at 500 West Madison Street, as described therein, be and the same is hereby repeal.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

On motion of Alderman Levar, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

APPROVAL GIVEN FOR GRANTS OF PRIVILEGE IN
PUBLIC WAYS (CANOPIES).

The Committee on Streets and Alleys, to which had been referred on September 22 and October 26, 1988, fifty-five proposed orders for grants of privilege in public ways, submitted separate reports recommending that the City Council pass the said proposed orders transmitted therewith.

On motion of Alderman Levar, the said proposed orders were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said orders as passed (the italic heading in each case not being a part of the order):

Alexander's American Grill, Incorporated: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Alexander's American Grill, Incorporated ("Permittee") to construct, maintain and use a canopy over the public right of way in West Huron Street attached to the building or structure located at 217 West Huron Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 102 feet in length, nor 12 feet 7 inches in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Twenty-seven and no/100 Dollars (\$127.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

American National Bank And Trust Company,

Under Trust 43668: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to American National Bank and Trust Company, Under Trust 43668 ("Permittee") to maintain and use a canopy over the public right of way in North Wabash Avenue attached to the building or structure located at 711 North Wabash Avenue for a period of three (3) years from and after March 1, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 25 feet in length, nor 10 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Antioch Baptist Church: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Antioch Baptist Church ("Permittee") to maintain and use two (2) canopies over the public right of way in South Stewart Avenue and West Englewood Avenue attached to the building or structure located at 6248 South Stewart Avenue/415 West Englewood Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the

Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention. Said canopies not to exceed 2 at 13 feet respectively in length, nor 1 at 10 feet and 1 at 11 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Barney's-Chicago, Limited: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Barney's-Chicago, Limited ("Permittee") to construct, maintain and use 15 canopies over the public right of way in West Randolph Street attached to the building or structure located at 741 West Randolph Street for a period of three (3) years from and after date of passage, in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention. Said canopies shall not exceed 6 at 15 feet, 4 at 18 feet, 2 at 5 feet, 2 at 23 feet, and 1 at 10 feet respectively in length, nor 14 at 4 feet and 1 at 8 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seven Hundred Fifty and no/100 Dollars (\$750.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

The Barry Condominium, Incorporated: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to The Barry Condominium, Incorporated ("Permittee") to maintain and use two (2) canopies over the public right of way in North Sheridan Road attached to the building or structure located at 3100 North Sheridan Road for a period of three (3) years from and after April 22, 1988, in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 2 at 5 feet respectively in length, nor 1 at 6 feet and 1 at 4 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Billy Caldwell Post Number 806, American Legion: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Billy Caldwell Post No. 806, American Legion ("Permittee") to maintain and use a canopy over the public right of way in West Irving Park Road attached to the building or structure located at 5116 West Irving Park Road for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 30 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-five and no/100 Dollars (\$55.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Broadacre Development Company: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Broadacre Development Company, an Illinois corporation ("Permittee") to construct, maintain and use five (5) canopies over the public right of way in East Illinois

Street attached to the building or structure located at 401 -- 455 East Illinois Street for a period of three (3) years from and after date of passage, in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 2 at 8 feet, 2 at 10 feet and 1 at 28 feet respectively in length, nor 2 at 8 feet, 2 at 10 feet and 1 at 17 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred Fifty-three no/100 Dollars (\$253.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Business Realty, Incorporated: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Business Realty, Incorporated ("Permittee") to maintain and use two (2) canopies over the public right of way in North Ashland Avenue attached to the building or structure located at 3236 North Ashland Avenue for a period of three (3) years from and after October 20, 1987, in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 1 at 24 feet and 1 at 23 feet respectively in length, nor 4 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain

liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Can-Can Restaurant, Limited: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Can-Can Restaurant, Limited ("Permittee") to construct, maintain and use two (2) canopies over the public right of way in North Southport Avenue attached to the building or structure located at 2500 North Southport Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 14 feet and 11 feet respectively in length, nor 3 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the

Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*The Center For The Rehabilitation And Training Of
Persons With Disabilities: Canopy.*

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to The Center for the Rehabilitation and Training of Persons with Disabilities ("Permittee") to maintain and use a canopy over the public right of way in North Clybourn Avenue attached to the building or structure located at 2032 North Clybourn Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 6 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Chas. W. Anderson Funeral Home: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Chas. W. Anderson Funeral Home ("Permittee") to maintain and use a canopy over the public right of way in West Armitage Avenue attached to the building or structure located at 4325 West Armitage Avenue for a period of three (3) years from and after August 3, 1988, in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention. Said canopy not to exceed 10 feet in length, nor 6 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Ferreteria Sergio's: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Ferreteria Sergio's ("Permittee") to construct, maintain and use a canopy over the public right of way in South Ashland Avenue attached to the building or structure located at 1836 South Ashland Avenue for a period of three (3) years from and after date of passage, in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy not to exceed 8 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

The Foundry Limited Partnership: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to The Foundry Limited Partnership ("Permittee") to maintain and use a canopy over the public right of way in North Clybourn Avenue attached to the building or structure located at 2112 North Clybourn Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 31 feet in length, nor 5 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-six and no/100 Dollars (\$56.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

George's Restaurant, Incorporated: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to George's Restaurant, Incorporated ("Permittee") to maintain and use a canopy over the public right of way in West Kinzie Street attached to the building or structure located at 230 West Kinzie Street for a period of three (3) years from and after _____ in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 5 feet in length, nor 8 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Gold Source Of Chicago Limited: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Gold Source of Chicago Limited ("Permittee") to construct, maintain and use two (2) canopies over the public right of way in North Clark Street attached to the building or structure located at 5906 -- 5906-1/2 North Clark Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 13 feet and 6 feet respectively in length, nor 3 feet and 3 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Hair Creators: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Hair Creators ("Permittee") to construct, maintain and use a canopy over the public right of way in North Western Avenue attached to the building or structure located at 4549 North Western Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 15 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Mr. William P. Herdegen, Jr.: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to William P. Herdegen, Jr. ("Permittee") to construct, maintain and use a canopy over the public right of way in West Wellington Avenue attached to the building or structure located at 1356 West Wellington Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 14 feet in length, nor 8 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Bieu Hoang: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Bieu Hoang ("Permittee") to maintain and use a canopy over the public right of way in West Grand Avenue attached to the building or structure located at 5134 West Grand Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 42 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-seven and no/100 Dollars (\$67.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Illinois Saint Clair Management: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Illinois Saint Clair Management ("Permittee") to construct, maintain and use a canopy over the public right of way in East Illinois Street attached to the building or structure located at 160 East Illinois Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 10 feet in length, nor 8 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Irmco Properties And Management Corporation: Canopy.

(200 East Chestnut Street)

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Irmco Properties and Management Corporation ("Permittee") to maintain and use a canopy over the public right of way in East Chestnut Street attached to the building or structure located at 200 East Chestnut Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans

and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 30 feet in length, nor 18 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-five and no/100 Dollars (\$55.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Irmco Properties And Management Corporation: Canopy.

(2300 Lincoln Park West)

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Irmco Properties and Management Corporation ("Permittee") to maintain and use a canopy over the public right of way in Lincoln Park West attached to the building or structure located at 2300 Lincoln Park West for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 23 feet in length, nor 20 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

JoAnn's Creative Hairstyle: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to JoAnn's Creative Hairstyle ("Permittee") to construct, maintain and use a canopy over the public right of way in West Irving Park Road attached to the building or structure located at 3307 West Irving Park Road for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 18 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Mr. Lazaros Koulogeorge: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Lazaros Koulogeorge ("Permittee") to maintain and use a canopy over the public right of way in North Elston Avenue attached to the building or structure located at 5943 North Elston Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 15 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

La Paella Limited: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to La Paella Limited ("Permittee") to maintain and use a canopy over the public right of way in North Clark Street attached to the building or structure located at 2920

North Clark Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 23 feet in length, nor 2 to 6 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*The La-Z Recliner Shops, Incorporated (Doing
Business As The Rattan Shoppes): Canopy.*

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to The La-Z Recliner Shops, Incorporated doing business as The Rattan Shoppes ("Permittee") to construct, maintain and use a canopy over the public right of way in North Broadway attached to the building or structure located at 5353 North Broadway for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 50 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance. In the event the

Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Dr. William W. Li: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to William W. Li, D.D.S., B.S. ("Permittee") to maintain and use a canopy over the public right of way in North Ashland Avenue attached to the building or structure located at 3247 North Ashland Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 20 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the

Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Ms. Gloria P. Lissner (Doing Business As Famous Fido's

Doggie Deli, Incorporated): Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Gloria P. Lissner doing business as Famous Fido's Doggie Deli, Incorporated ("Permittee") to maintain and use a canopy over the public right of way in West Devon Avenue attached to the building or structure located at 1533 West Devon Avenue for a period of three (3) years from and after date of passage, in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of the Bureau of Fire Prevention. Said canopy shall not exceed 48 feet in length, nor 5 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seventy-three and no/100 Dollars (\$73.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Ms. Rosalina Martinez: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Rosalina Martinez ("Permittee") to maintain and use a canopy over the public right of way in North Elston Avenue attached to the building or structure located at 4405 North Elston Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 22 feet in length, nor 5 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

McMahon's, Limited (Doing Business As Jim McMahon's): Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to McMahon's, Limited, doing business as Jim McMahon's ("Permittee") to maintain and use a canopy over the public right of way in North Lincoln Avenue attached to the building or structure located at 1970 North Lincoln Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge

of the Bureau of Fire Prevention. Said canopy shall not exceed 9 feet in length, nor 5 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Michael's Of Lincoln Park, Incorporated: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Michael's of Lincoln Park, Incorporated ("Permittee") to construct, maintain and use four (4) canopies over the public right of way in North Clark Street attached to the building or structure located at 1946 North Clark Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 2 at 10 feet, 1 at 21 feet and 1 at 88 feet respectively in length, nor 2 at 10 feet and 2 at 2 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred Sixty-three and no/100 Dollars (\$263.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy,

damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Mr. Young N. Moon: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Young N. Moon ("Permittee") to maintain and use a canopy over the public right of way in North Lincoln Avenue attached to the building or structure located at 4109 North Lincoln Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 25 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Mr. Thomas K. Moore/Robert's Funeral Home: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Thomas K. Moore/Robert's Funeral Home ("Permittee") to maintain and use a canopy over the public right of way in South Archer Avenue attached to the building or structure located at 2819 South Archer Avenue for a period of three (3) years from and after August 3, 1988, in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 9 feet in length, nor 6 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Morton Hotel Partners: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Morton Hotel Partners ("Permittee") to construct, maintain and use a canopy over the public right of way in South Dearborn Street attached to the building or structure located at 500 South Dearborn Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the

Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 16 feet in length, nor 12 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Mr. Joseph Neisler: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Joseph Neisler ("Permittee") to maintain and use a canopy over the public right of way in West Higgins Road attached to the building or structure located at 6938 -- 6940 West Higgins Road for a period of three (3) years from and after May 26, 1988, in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 23 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the

construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Omar Rivas Academy: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Omar Rivas Academy ("Permittee") to maintain and use a canopy over the public right of way in West Chicago Avenue attached to the building or structure located at 2004 West Chicago Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 47 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seventy-two and no/100 Dollars (\$72.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Mr. James Ortiz: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to James Ortiz ("Permittee") to construct, maintain and use a canopy over the public right of way in South Oakley Boulevard attached to the building or structure located at 2401 -- 2409 South Oakley Boulevard for a period of three (3) years from and after date of passage, in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy not to exceed 95 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Twenty and no/100 Dollars (\$120.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Phoenix Partnership: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Phoenix Partnership ("Permittee") to maintain and use a canopy over the public right of way in East 71st Street attached to the building or structure located at 2148 1/2 -- 2150 East 71st Street for a period of three (3) years from and after June 30, 1987, in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional

Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy not to exceed 42 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-seven and no/100 Dollars (\$67.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Pier I Imports - Midwest, Incorporated: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Pier I Imports-Midwest, Incorporated ("Permittee") to maintain and use a canopy over the public right of way in West Diversey Avenue attached to the building or structure located at 651 West Diversey Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 70 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Ninety-five and no/100 Dollars (\$95.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Pierre Condominium Association: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Pierre Condominium Association ("Permittee") to maintain and use a canopy over the public right of way in Lincoln Park West attached to the building or structure located at 2100 Lincoln Park West for a period of three (3) years from and after May 25, 1988, in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 30 feet in length, nor 14 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-five and no/100 Dollars (\$55.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Plenipotentiary Limited Partnership: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Plenipotentiary Limited Partnership ("Permittee") to construct, maintain and use a canopy over the public right of way in North State Parkway attached to the building or structure located at 1300 North State Parkway for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 23 feet in length, nor 13 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

R & C Partners: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to R & C Partners ("Permittee") to maintain and use a canopy over the public right of way in North Ridge attached to the building or structure located at 5920 North Ridge for

a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 8 feet in length, nor 8 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Rangel Rangel And Associates: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Rangel Rangel and Associates ("Permittee") to construct, maintain and use a canopy over the public right of way in North Milwaukee Avenue attached to the building or structure located at 2314 North Milwaukee Avenue for a period of three (3) years from and after date of passage, in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 23 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Mr. Eloy Reyes: Canopy.

Ordered; That the Commissioner of General Services is hereby authorized to issue a permit to Eloy Reyes ("Permittee") to maintain and use a canopy over the public right of way in South Christiana Avenue attached to the building or structure located at 2542 South Christiana Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 22 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Rick's Shoe Street: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Rick's Shoe Street ("Permittee") to construct, maintain and use a canopy over the public right of way in West 26th Street attached to the building or structure located at 3542 West 26th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 16 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

M. Sadati: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to M. Sadati ("Permittee") to maintain and use a canopy over the public right of way in North Clark Street attached to the building or structure located at 3227 North Clark Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 15 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Mr. Arthur Sahagian: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Arthur Sahagian ("Permittee") to construct, maintain and use a canopy over the public right of way in North Elston Avenue attached to the building or structure located at 5962 North Elston Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 23 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Saint Anthony Hospital: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Saint Anthony Hospital ("Permittee") to maintain and use two (2) canopies over the public right of way in West 19th Street attached to the building or structure located at 2875 West 19th Street for a period of three (3) years from and after March 13, 1988, in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 1 at 20 feet and 1 at 69 feet respectively in length, nor 13 feet and 38 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Forty-four and no/100 Dollars (\$144.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Sears, Roebuck And Company: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Sears, Roebuck and Company ("Permittee") to maintain and use a canopy over the public right of way in North Harlem Avenue attached to the building or structure located at 1601 North Harlem Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 309 feet in length, nor 7 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Three Hundred Thirty-four and no/100 Dollars (\$334.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Some Like It Hot Limited Partnership (Doing Business As

Hat Dance): Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Some Like It Hot Limited Partnership, doing business as Hat Dance ("Permittee") to maintain and use two (2) canopies over the public right of way in West Huron Street attached to the building or structure located at 325 West Huron Street for a period of three (3) years from and after date of passage in accordance with the ordinances of

the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 101 feet and 64 feet respectively in length, nor 12 feet and 10 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred Twenty-five and no/100 Dollars (\$225.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall; nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

George And Marlies Stanton (Doing Business As

Swedish Bakery, Incorporated): Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to George and Marlies Stanton, doing business as Swedish Bakery, Incorporated ("Permittee") to construct, maintain and use a canopy over the public right of way in North Clark Street attached to the building or structure located at 5348 North Clark Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 23 feet in length, nor 1 foot 5 inches in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Gil Young Suh And Heather K. Suh: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Gil Young Suh and Heather K. Suh ("Permittee") to construct, maintain and use a canopy over the public right of way in North Clark Street attached to the building or structure located at 2839 -- 2841 North Clark Street for a period of three (3) years from and after date of passage, in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention. Said canopy not to exceed 37 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-two and no/100 Dollars (\$62.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Mr. John Ursine (Doing Business As Ursine

Shoe Store): Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to John Ursine, doing business as Ursine Shoe Store ("Permittee") to construct, maintain and use a canopy over the public right of way in West North Avenue attached to the building or structure located at 4113 West North Avenue for a period of three (3) years from and after date of passage, in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 18 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

181 Madison Partnership: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to 181 Madison Partnership ("Permittee") to construct, maintain and use a canopy over the public right of way in West Madison Street attached to the building or structure located at 181 West Madison Street for a period of three (3) years from and after date of passage, in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 99 feet in length, nor 8 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Twenty-four and no/100 Dollars (\$124.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

705 Corporation (Care Of El-Kee's): Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to 705 Corporation, care of El-Kee's ("Permittee") to maintain and use a canopy over the public right of way in North Elston Avenue attached to the building or structure located at 4500 North Elston Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 60 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Eighty-five and no/100 Dollars (\$85.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

3001 West Peterson Corporation: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to 3001 West Peterson Corporation ("Permittee") to maintain and use a canopy over the public right of way in West Peterson Avenue attached to the building or structure located at 3001 West Peterson Avenue for a period of three (3) years from and after date of passage, in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 15 feet in length, nor 8 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

VACATION OF PORTION OF SOUTH PERRY AVENUE BETWEEN
WEST 66TH STREET AND DAN RYAN EXPRESSWAY.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That all that part of South Perry Avenue lying west of the west line of Lots 6, 7 and 8 in County Clerk's Division of Lots 1, 2, 5, 6, 7 and 8 in Block 12 in Skinner and Judd's Subdivision in the northeast quarter of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian; lying East of the east line of Lots 1, 2 and 3 in County Clerk's Division of Lots 3 and 4 in Block 13 in Skinner and Judd's Subdivision in the northeast quarter of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian; lying Southerly of a line drawn from the intersection of the north line of the south 25 feet of Lot 1 and the east line of said Lot 1 in County Clerk's Division of Lots 3 and 4 in Block 13 aforementioned; to the intersection of the north line of the south 25 feet of Lot 8 and the west line of said Lot 8 in County Clerk's Division of Lots 1, 2, 5, 6, 7 and 8 in Block 12 aforementioned; and lying North of the eastwardly extension of the south line of Lot 3 in County Clerk's Division of Lots 1, 2, 5, 6, 7 and 8 in Block 12 aforementioned; said part of public street herein vacated being further described as that part of South Perry Avenue lying between the southerly line of the Dan Ryan Expressway and a line 133.5 feet north of the north line of West 66th Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The State of Illinois (Illinois Department of Transportation) will maintain all existing sewers and appurtenances thereto which are located in that part of South Perry Avenue as herein vacated.

The City of Chicago hereby reserves that part of South Perry Avenue as herein vacated as a right of way for an existing water main and appurtenances thereto, and for the installation of any additional water mains or other municipally-owned service facilities now located or which in the future may be located in that part of South Perry Avenue herein vacated, and for the maintenance, renewal and reconstruction of such facilities, with the right of ingress and egress at all times upon reasonable notice. It is further provided that no buildings or other structures shall be erected on the said right of way herein reserved or other use made of said area, which in the judgment of the municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the State Of Illinois (Illinois Department Of Transportation) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on page 24666
of this Journal.]

On motion of Alderman Levar, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuller, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

[Ordinance associated with this drawing printed on pages 24664 through 24665 of this Journal.]

"A"

County Clerk's Division of lots 3 and 4, Blk. 13, Skinner and Judd's Sub. in N.E. 1/4 Sec. 21-38-14.

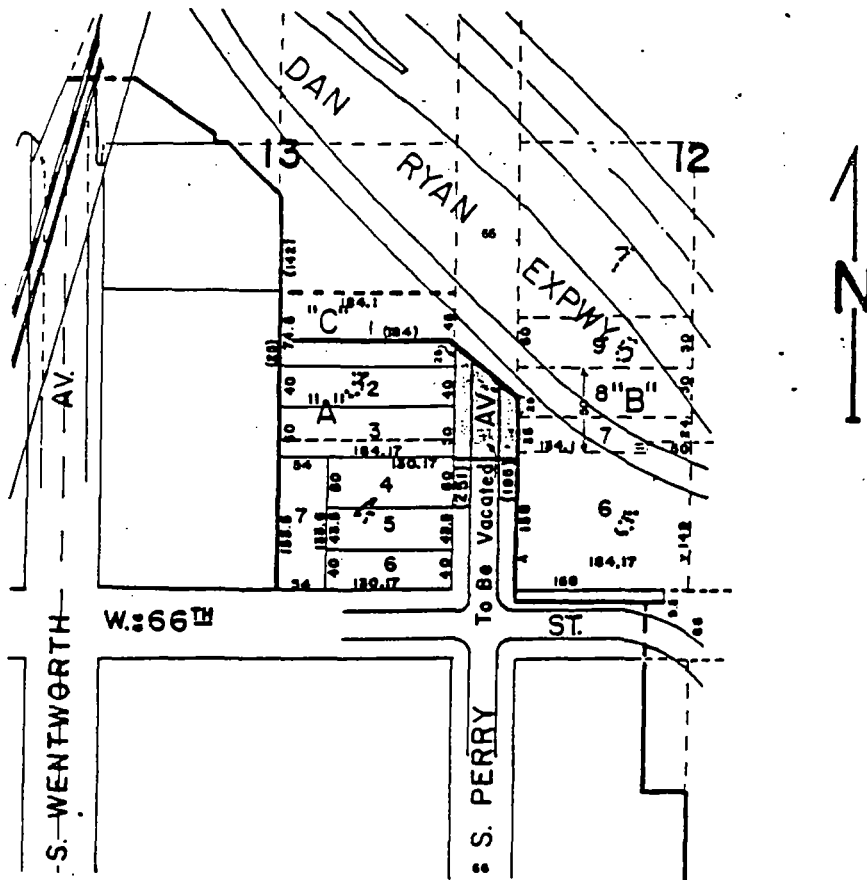
"B"

County Clerk's Division of lots 1, 2, 5, 6, 7 and 8, Blk. 12, Skinner and Judd's Sub. in N.E. 1/4 Sec. 21-38-14.

"C"

Property acquired for South Route of Comprehensive Superhighway System pursuant to Ordinance passed by the City Council June 25, 1947 as amended.

DR. NO. 21-16-88-1291



VACATION OF PORTION OF EAST 117TH PLACE BETWEEN
SOUTH STATE STREET AND FIRST NORTH-SOUTH
PUBLIC ALLEY EAST THEREOF.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance: now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That all that part of East 117th Place lying south of the south line of Lot 10 in Block 2; lying north of the north line of Lot 1 in Block 3; lying east of a line drawn from the southwest corner of Lot 10 in Block 2 to the northwest corner of Lot 1 in Block 3; and lying west of the following described line: Beginning at the southeast corner of Lot 10 in Block 2; thence South on the southwardly extension of the east line of Lot 10 in Block 2, a distance of 2.0 feet; thence West parallel to the south line of Lot 10 in Block 2, a distance of 39.50 feet; thence South parallel with the southwardly extension of the east line of Lot 10 a distance of 52.84 feet; thence East parallel to the north line of Lot 1 in Block 3, a distance of 10.0 feet; thence South a distance of 11.16 feet, more or less, to a point on the north line of Lot 1 in Block 3 which is 29.50 feet west of the northeast corner of Lot 1 in Block 3; said part of East 117th Place herein vacated being located between South State Street and the first north-south public alley east thereof as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves all of that part of East 117th Place as herein vacated, as a right of way for an existing water main and appurtenances thereto, and for the installation of any additional water mains or other municipally-owned service facilities now located or which in the future may be located in that part of East 117th Place as herein vacated, and for the maintenance, renewal, and reconstruction of such facilities, with the right of ingress and egress at all times upon reasonable notice. It is further provided that no buildings or other structures shall be erected on the said right of way herein reserved or other use made of said area, which in the judgment of the municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Catholic Bishop of Chicago shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated, the sum of Ten Thousand and no/100 Dollars less Three Thousand Eight Hundred and no/100 Dollars

equals Six Thousand Two Hundred and no/100 Dollars (\$6,200.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to East 117th Street hereby vacated, similar to the sidewalk and curb in South State Street and the cost of constructing a cul-de-sac at the east terminus of that part of East 117th Street hereby vacated. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Catholic Bishop of Chicago shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on page 24669 of this Journal.]

On motion of Alderman Levar, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

VACATION OF PORTION OF PUBLIC ALLEYS IN AREA BOUNDED
BY WEST 45TH STREET, SOUTH ARCHER, SOUTH TRUMBULL
AND SOUTH HOMAN AVENUES.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

(Continued on page 24670)

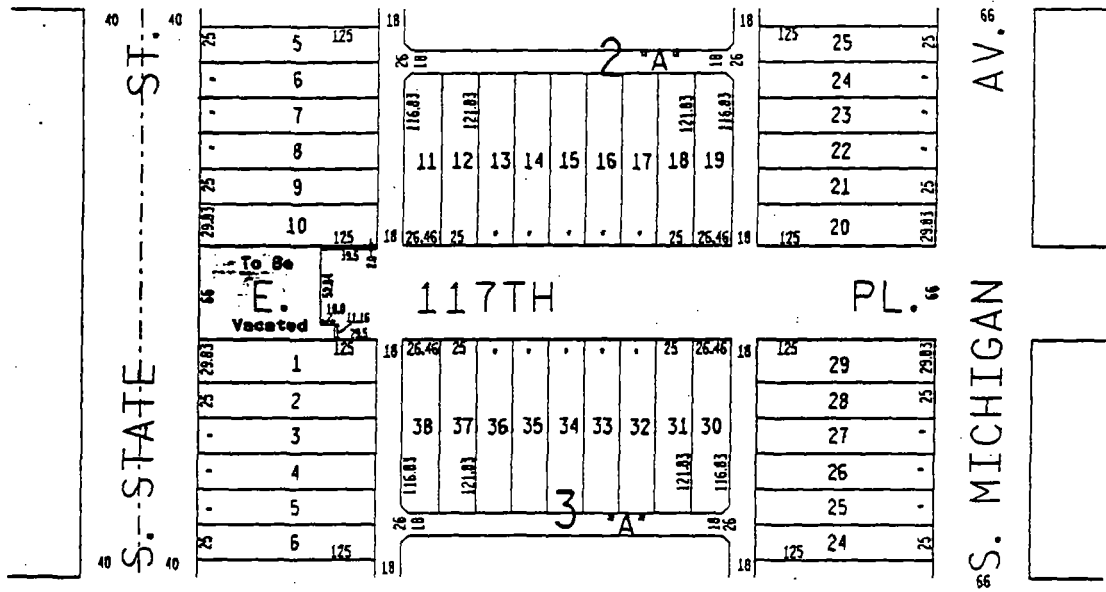
[Ordinance associated with this drawing printed on pages 24667 through 24668 of this Journal.]

"A"

Sawyer's Sub. of Block 3 in First Add. to Kensington, a Sub. of the S. 20 Acs. of N. 1/2 of S.W. 1/4 of Frac. Sec. 22 except the N.E. 4 Acs. Also S. 1/2 S.W. 1/4 Frac. Sec. 22 except R.R. Also the Frac. W. 1/2 of Frac. Sec. 27, except R.R. All N. of I.B.L. Also the N. 21 Acs. of Frac. N.E. 1/4 of Frac. Sec. 28 lying S. of the I.B.L. all in T. 37 N., R. 14 E. of 3rd P.M.



Dr. No. 22-9-87-1193 Rev. 4-4-88



(Continued from page 24668)

WHEREAS, An ordinance was passed by the City Council on October 30, 1987, appearing on pages 5769, 5771 and 5773 of the Journal of the Proceedings of said date, providing for "Vacation of portions of public alleys in area bounded by West 45th Street, South Archer, South Trumbull and South Homan Avenues"; and

WHEREAS, Said ordinance was not recorded within the time limit of ninety (90) days as provided in the ordinance; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of parts of public alleys described in the following ordinance; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That all that part of the northeasterly-southwesterly 16-foot public alley and all of the north-south 16-foot public alley lying west and northwest of the west and northwest lines of Lots 5 to 12, both inclusive; lying east and southeast of the east and southeast lines of Lots 13 to 16, both inclusive; lying easterly of a line drawn from the intersection of the west and northwesterly lines of Lot 12 to the intersection of the west and southeasterly lines of Lot 13; and lying south of a line drawn from the northwest corner of Lot 5 to the northeast corner of Lot 16, all in Block 11 in W. Hayden Bell's Archer and Kedzie Avenue Subdivision of part of the southeast quarter of Section 2, Township 38 North, Range 13, East of the Third Principal Meridian; said public alleys herein vacated being further described as all of the northeasterly- southwesterly 16-foot public alley and all of the north-south 16-foot public alley in the block bounded by West 45th Street, South Archer Avenue, South Trumbull Avenue and South Homan Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over, and along all of the public alleys as herein vacated, with the right of ingress and egress.

SECTION 3. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, First National Bank of Illinois, a National Banking Association of Lansing, Illinois, as Trustee, Trust No. 3607 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alleys hereby vacated, the sum of Fourteen Thousand Eight Hundred Dollars (\$14,800.00); which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the

costs of removing paving and curb returns and constructing sidewalk and curb across the entrances to the public alleys hereby vacated, similar to the sidewalk and curb in West 45th Street and South Trumbull Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 4. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the First National Bank of Illinois, a National Banking Association of Lansing, Illinois, as Trustee, Trust No. 3607 shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on page 24672 of this Journal.]

On motion of Alderman Levar, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

VACATION OF PORTIONS OF VARIOUS PUBLIC WAYS AND
ACCEPTANCE OF DEED FOR PROPERTY LOCATED
IN GARFIELD PARK.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the vacation of portions of North Central Park Drive, North Conservatory Drive, West Carroll Drive, West Fulton Drive, West Schrader Drive and West Washington Boulevard along with an acceptance of deed from the Chicago Park District for certain property located in Garfield Park, said property necessary for street purposes.

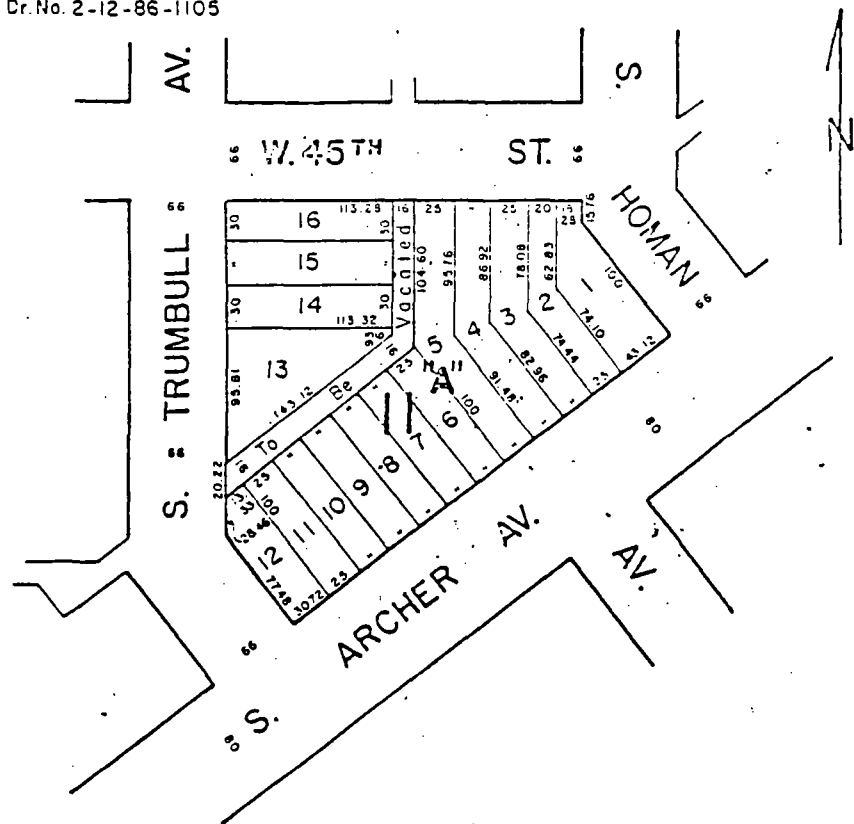
(Continued on page 24673)

[Ordinance associated with this drawing printed on pages 24668 through 24671 of this Journal.]

"A"

W Hayden Sell's Archer and Kedzie Av. Sub. of part of the S.E. 1/4 of Sec. 2-38-13.

Dr.No. 2-12-86-1105



(Continued from page 24671)

On motion of Alderman Levar, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of parts of public streets, and to accept a deed for street purposes described in the following ordinance; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That all that part of North Central Park Drive, North Conservatory Drive, West Carroll Drive, West Fulton Drive, West Schrader Drive and West Washington Boulevard as pursuant to the provisions of an Act of the General Assembly entitled "An Act in relation to an exchange of certain functions, property and personnel among cities and park districts having co-extensive geographic areas and populations in excess of 500,000" approved July 5, 1957 (Ill. Rev. Stat., Chap. 105, Sec. 333.51), title to control and jurisdiction of all Chicago Park District street maintenance equipment is vested in the City of Chicago and accepted by an ordinance passed at the regular meeting of the City Council of the City of Chicago, February 26, 1969 and that part of the North Central Park Drive and West Washington Boulevard being that part of the east half (E. 1/2) of the southwest quarter (S.W. 1/4) of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian described as follows:

beginning at the intersection of the new back of curb and the existing back of curb, being a point 28.08 feet westerly by radial measurement from the center line of North Central Park Drive, said point, being 75.03 feet southerly of the center line of West Washington Boulevard, as measured along the center line of North Central Park Drive; thence Northerly along existing back of curb, a distance of 22.33 feet; thence Northwesterly along the existing back of curb, being the arc of a circle concave to the Southwest having a radius of 83.74 feet, an arc distance of 43.52 feet; thence continuing Northwesterly along the existing back of curb, being the arc of a circle concave to the Southwest having a radius of 32.93 feet, an arc distance of 4.22 feet to its intersection with the new back of curb; thence Easterly along the new back of curb,

being the arc of a circle concave to the South having a radius of 783.17 feet, an arc distance of 20.34 feet to a point of compound curve; thence continuing along the new back of curb, being the arc of a circle concave to the Southwest having a radius of 15.00 feet, an arc distance of 21.93 feet to a point of reverse curve; thence continuing along the new back of curb, being the arc of a circle concave to the Southeast having a radius of 430.16 feet, an arc distance of 40.12 feet to the point of beginning, as shown on Exhibit "A";

Also

that part of North Central Park Drive and West Washington Boulevard being that part of the west half (W. 1/2) of the southeast quarter (S.E. 1/4) of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian described as follows:

beginning at the intersection of the new back of curb and the existing back of curb, being a point 29.15 feet easterly by radial measurement from the center line of North Central Park Drive, said point being 75.67 feet southerly of the center line of West Washington Boulevard, as measured along the center line of North Central Park Drive; thence Northeasterly along the existing back of curb, being the arc of a circle concave to the Southeast having a radius of 47.72 feet, an arc distance of 22.58 feet; thence continuing Northeasterly along existing back of curb, being the arc of a circle concave to the Southeast having a radius of 50.30 feet, an arc distance of 33.60 feet to its intersection with the new back of curb; thence Northwesterly along the new back of curb a distance of 26.44 feet to a point of curve; thence continuing Westerly and Southwesterly along the new back of curb, being the arc of a circle concave to the Southeast having a radius of 15.00 feet, an arc distance of 26.90 feet to a point of tangency; thence Southerly along the new back of curb a distance of 22.69 feet to the point of beginning, as shown on Exhibit "B";

Also

that part of North Central Park Drive and West Washington Boulevard in the south half (S. 1/2) of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian described as follows:

beginning at the intersection of the new back of curb and the existing back of curb, being a point 27.74 feet northerly, by radial measurement, from the center line of West Washington Boulevard, said point being 96.84 feet westerly of the center line of North Central Park Drive, as measured along the center line of West Washington Boulevard; thence Northeasterly along the existing back of curb, being the arc of a circle concave to the Northwest having a radius of 95.97 feet, an arc distance of 36.41 feet; thence continuing Northeasterly along the existing back of curb, being the arc of a circle concave to the Northwest having a radius of 66.89 feet, an arc distance of

33.64 feet; thence continuing Northeasterly along existing back of curb, a distance of 18.65 feet; thence continuing Northeasterly along existing back of curb, being the arc of a circle concave to the west having a radius of 56.44 feet, an arc distance of 18.81 feet to its intersection with the new edge of driveway; thence Southeasterly along the new edge of driveway, being the arc of a circle concave to the northeast having a radius of 152.90 feet, an arc distance of 30.63 feet; thence continuing Southeasterly along the new edge of driveway a distance of 10.08 feet to its intersection with the new back of curb; thence along the new back of curb, being the arc of a circle concave to the east having a radius of 430.16, an arc distance of 47.12 feet to a point of reverse curve; thence Southwesterly along the new back of curb, being the arc of a circle concave to the northwest having a radius of 15.00 feet, an arc distance of 22.27 feet to a point of tangency; thence continuing Westerly along the new back of curb, a distance of 57.25 feet to the point of beginning together with that part of North Central Park Drive described as follows: Beginning at the intersection of the new back of curb and the existing back of curb, being a point 25.28 feet northwesterly, by radial measurement, from the center line of North Central Park Drive, said point being 142.50 feet northeasterly of the center line of West Washington Boulevard, as measured along the center line of North Central Park Drive; thence Southerly along the existing back of curb, being the arc of a circle concave to the southeast having a radius of 933.08 feet, an arc distance of 22.82 feet to a point of compound curve; thence Southwesterly along the existing back of curb being the arc of a circle concave to the northwest having a radius of 12.21, an arc distance of 12.03 feet to its intersection with the new edge of driveway; thence East along said edge of driveway to its intersection with the new back of curb a distance of 9.92 feet; thence northerly along the new back of curb a distance of 27.92 feet to the point of beginning, as shown on Exhibit "C".

Also

that part of North Central Park Drive and West Schrader Drive being that part of the east half (E. 1/2) of the southwest quarter (S.W. 1/4) of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian described as follows:

beginning at the intersection of the new back of curb and the existing back of curb, being a point 20.34 feet southwesterly of the center line of North Central Park Drive, which is 36.05 feet southeasterly of the center line of West Schrader Drive, as measured along the center line of North Central Park Drive; thence Northwesterly along the existing back of curb, being the arc of a circle concave to the south having a radius of 29.02 feet, an arc distance of 35.88 to its intersection with the new curb; thence Northeasterly along the back of new curb, a distance of 10.20 feet to a point of curve in said new curb; thence continuing along the back of new curb, being the arc of a circle concave to the south having a radius of 14.42 feet, an arc distance of 17.75 feet to a point of tangency; thence continuing along the back of new curb, a distance of 10.61 feet to the point of beginning, as shown on Exhibit "D";

Also

that part of North Central Park Drive and West Schrader Drive being that part of the east half (E. 1/2) of the southwest quarter (S.W. 1/4) of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian described as follows:

beginning at the point of intersection of the new back of curb and the existing back of curb, being a point 20.64 feet northeasterly of the center line of North Central Park Drive, which is 70.48 feet southeasterly of the center line of West Schrader Drive, as measured along the center line of North Central Park Drive; thence Northerly and Northeasterly along the back of existing curb, being the arc of a circle concave to the east having a radius of 29.49 feet, an arc distance of 44.31 feet; thence continuing along existing back of curb, being the arc of a circle concave to the southeast having a radius of 50.17 feet, an arc distance of 13.98 feet to its intersection with the new back of curb; thence Southwesterly along the new back of curb a distance of 23.70 feet to a point of curve in new back of curb; thence Southwesterly and Southeasterly along new back of curb, being the arc of a circle concave to the east having a radius of 14.42 feet, an arc distance of 27.56 feet to a point of tangency; thence Southeasterly along the new back of curb, a distance of 21.00 feet to the point of beginning as shown on Exhibit "E";

Also

that part of North Central Park Drive and West Schrader Drive being that part of the east half (E. 1/2) of the southwest quarter (S.W. 1/4) of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian described as follows:

beginning at the point of intersection of the new back of curb and the existing back of curb, being a point 21.68 feet southwesterly of the center line of North Central Park Drive, which is 63.39 feet northerly of the center line of West Schrader Drive, as measured along the center line of North Central Park Drive; thence Southwesterly along the existing back of curb, being the arc of a circle concave to the northwest having a radius of 29.53 feet, an arc distance of 43.41 feet; thence continuing along said existing back of curb, being the arc of a circle concave to the northwest having a radius of 100.92 feet, an arc distance of 9.94 feet to its intersection with the new back of curb; thence Northeasterly along the back of new curb, a distance of 19.67 feet to a point of curve in said new back of curb; thence Northeasterly and Northwesterly along new back of curb, being the arc of a circle concave to the northwest having a radius of 14.42 feet, an arc distance of 26.27 feet to a point of reverse curve; thence Northwesterly along said back of new curb, being the arc of a circle concave to the northeast having a radius of 308.16 feet, an arc distance of 18.05 feet to the point of beginning, as shown on Exhibit "F";

Also

that part of North Central Park Drive and West Schrader Drive being that part of the east half (E. 1/2) of the southwest quarter (S.W. 1/4) of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian described as follows:

beginning at the intersection of the new back of curb and the existing back of curb, being a point 22.30 feet northeasterly of the center line of North Central Park Drive, which is 77.95 feet northwesterly of the center line of West Schrader Drive, as measured along the center line of North Central Park Drive; thence Southeasterly along the back of existing curb, being the arc of a circle concave to the northeast having a radius of 169.98 feet, an arc distance of 44.17 feet; thence continuing Southeasterly along the back of existing curb, being the arc of a circle concave to the northeast having a radius of 47.39 feet, an arc distance of 17.75 feet; thence continuing Northeasterly along the back of existing curb, being the arc of a circle concave to the northwest, having a radius of 147.25 feet, an arc distance of 29.40 feet to its intersection with the new curb; thence Southwesterly along the back of new curb, a distance of 28.62 feet to a point of curve in said curb; thence Southwesterly and Northwesterly along the back of new curb, being the arc of a circle concave to the northeast having a radius of 14.42 feet, an arc distance of 17.92 feet to a point of compound curve; thence Northwesterly along the back of new curb, being the arc of a circle concave to the northeast having a radius of 264.18 feet, an arc distance of 49.36 feet to the point of beginning, as shown on Exhibit "G";

Also

that part of North Conservatory Drive and West Fulton Drive being that part of the east half (E. 1/2) of the southwest quarter (S.W. 1/4) of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian described as follows:

beginning at the point of intersection of the existing back of curb and the new back of curb, being a point 26.71 feet easterly of the center line of North Conservatory Drive, which is 71.33 feet south of the center line of West Fulton Drive, extended west, as measured along the center line of North Conservatory Drive; thence Northerly along existing back of curb, being the arc of a circle concave to the east having a radius of 690.19 feet an arc distance of 32.01 feet; thence Northeasterly along said existing back of curb being the arc of a circle concave to the southeast having a radius of 25.41 feet, an arc distance of 8.10 feet; thence Northeasterly along said existing back of curb being the arc of a circle having a radius of 55.95 feet, an arc distance of 46.44 feet to its intersection with the new back of curb; thence West along the new back of curb, a distance of 29.38 feet to a point of curve in said back of curb; thence Southwesterly along the arc of a circle concave to the southeast having a radius of 15.00 feet, an arc distance of 19.77 feet to a point of tangency in said back of curb; thence Southerly

along said back of curb, a distance of 45.77 feet to the point of beginning as shown on Exhibit "H";

Also

that part of North Conservatory Drive and West Fulton Drive being that part of the east half (E. 1/2) of the southwest quarter (S.W. 1/4) of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian described as follows:

beginning at the point of intersection of the new back of curb and the existing back of curb, being a point 25.60 feet east of the center line of North Conservatory Drive, which is 84.25 feet north of the center line of West Fulton Drive, extended west, as measured along the center line of North Conservatory Drive; thence Southeasterly along the existing back of curb being the arc of a circle concave to the northeast having a radius of 57.00 feet, an arc distance of 35.12 feet; thence continuing along the back of existing curb, being the arc of a circle concave to the northeast having a radius of 49.57 feet, an arc distance of 45.80 feet to its intersection with the new back of curb on the West Fulton Drive; thence West along the new back of curb, a distance of 38.31 feet to a point of curve; thence Northwesterly along the new back of curb being the arc of a circle concave to the northeast having a radius of 15.00 feet, an arc distance of 27.18 feet to a point of reverse curve; thence continuing Northerly along the new back of curb, being the arc of a circle concave to the west having a radius of 598.56 feet, an arc distance of 39.60 feet to the point of beginning as shown on Exhibit "J";

Also

that part of North Conservatory Drive and West Carroll Drive being that part of the east half (E. 1/2) of the southwest quarter (S.W. 1/4) of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian described as follows:

beginning at the point of intersection of the southerly right of way line of the right of way of the Chicago and North Western Railway and the existing back of curb on the east side of North Conservatory Drive, being a point 48.03 feet east of the center line of said North Conservatory Drive; thence South along the existing back of curb a distance of 13.30 feet; thence Southeasterly along existing back of curb, being the arc of a circle concave to the northeast having a radius of 78.56 feet, an arc distance of 49.86 feet; thence continuing along existing back of curb, being the arc of a circle concave to the northeast having a radius of 55.61 feet, an arc distance of 20.00 feet to its intersection with the new back of curb; thence Northwesterly along the new back of curb, a distance of 13.99 feet to a point of curve; thence continuing Westerly along the new back of curb, being the arc of a circle concave to the south having a radius of 45.63 feet, an arc distance of 23.49 feet to a point of tangency; thence continuing Northwesterly along the new back of curb a distance of 6.33 feet to a point of curve;

thence continuing along the new back of curb, being the arc of a circle concave to the northeast having a radius of 15.00 feet, an arc distance of 23.56 feet to a point of tangency; thence continuing North along the new back of curb a distance of 46.77 feet to the aforementioned railway right of way line; thence East along said right of way line, a distance of 28.96 feet to the point of beginning, as shown on Exhibit "K";

said parts of public streets herein vacated being further described as part of West Washington Boulevard and North Central Park Drive at the southwest, southeast and northwest corners thereof; together with part of West Schrader Drive and North Central Park Drive at the southwest, southeast, northwest and northeast corners thereof; together with part of West Fulton Drive and North Conservatory Drive at the southeast and northeast corners thereof; together with part of West Carroll Drive and North Conservatory Drive at the northeast corner thereof, as colored in red and indicated by the words "To Be Vacated" on the drawings hereto attached, which drawings for greater certainty are hereby made a part of this ordinance, be and the same are hereby vacated and closed inasmuch as the same are no longer required for public use and public interest will be subserved by such vacations.

SECTION 2. The vacations herein provided for are made upon the express condition that the Chicago Park District shall deliver to the City of Chicago a deed for street purposes for the City of Chicago to record in the office of the Recorder of Deeds in Cook County, Illinois for the following described property; that part of the east half (E. 1/2) of the southwest quarter (S.W. 1/4) of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian described as follows:

beginning at the intersection of the new back of curb and the existing back of curb on the west side of North Central Park Drive 0.45 feet north of the north line of West Madison Street; thence Northerly along the existing back of curb, being the arc of a circle concave to the west having a radius of 26.21 feet, an arc distance of 8.50 feet; thence continuing North along the existing back of curb a distance of 131.07 feet to its intersection with the new back of curb; thence Southerly along the new back of curb, being the arc of a circle concave to the east having a radius of 430.16 feet, an arc distance of 41.31 feet to a point of tangency; thence Southerly along the new back of curb, a distance of 95.27 feet to a point of curve; thence continuing Southerly along the new back of curb, being the arc of a circle concave to the northwest having a radius of 15.00 feet, an arc distance of 2.74 feet to the point of beginning as shown on Exhibit "L";

Also

that part of the west half (W. 1/2) of the southeast quarter (S.E. 1/4) of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian described as follows:

beginning at the intersection of the north line of West Madison Street and the existing back of curb on the east side of North Central Park Drive; thence Northwesterly along the existing back of curb, being the arc of a circle concave to the east having a radius of 23.29 feet, an arc distance of 9.01 feet; thence continuing North along the existing back of curb, a distance of 86.54 feet; thence continuing Northerly along the existing back of curb, being the arc of a circle concave to the east having a radius of 129.04 feet, an arc distance of 29.97 feet; thence continuing Northerly along the existing back of curb, being the arc of a circle concave to the southeast having a radius of 47.72 feet, an arc distance of 9.38 feet to its intersection with the new back of curb; thence Southerly along the new back of curb a distance of 35.28 feet; thence continuing Southerly along the new back of curve, a distance of 95.81 feet to a point of curve; thence continuing Southerly along the new back of curb, being the arc of a circle concave to the east having a radius of 15.00 feet, an arc distance of 3.00 feet to the north line of West Madison Street; thence West along said north line of West Madison Street, a distance of 1.76 feet to the point of beginning, as shown on Exhibit "M";

Also

that part of the east half (E. 1/2) of the southwest quarter (S.W. 1/4) of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian bounded and described as follows:

beginning at the intersection of the new back of curb and the existing back of curb, being a point 28.8 feet southerly by radial measurement, of the center line of West Washington Boulevard, said point being 61.57 feet westerly of the center line of North Central Park Drive, as measured along the center line of West Washington Boulevard; thence Westerly along the existing back of curb, being the arc of a circle concave to the southwest having a radius of 32.93 feet, an arc distance of 10.51 feet; thence continuing Westerly along the existing back of curb, a distance of 39.57 feet; thence continuing Westerly along the existing back of curb, a distance of 27.08 feet to its intersection with the new back of curb; thence Easterly along the new back of curb, a distance of 33.46 feet to a point of curve; thence continuing Easterly along the new back of curb, being the arc of a circle concave to the south having a radius of 783.17 feet, an arc distance of 43.37 feet to the point of beginning, as shown on Exhibit "N";

Also

that part of the west half (W. 1/2) of the southeast quarter (S.E. 1/4) of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian bounded and described as follows:

beginning at the intersection of the new back of curb and the existing back of curb, being a point 28.08 feet southerly of the center line of West Washington Boulevard, said point being 74.85 feet southerly of the center line of North Central Park Drive, as measured along the center line of West Washington Boulevard; thence Southeasterly

along the existing back of curb, being the arc of a circle concave to the southeast having a radius of 50.30 feet, an arc distance of 13.30 feet; thence continuing Southeasterly along the existing back of curb, a distance of 68.72 feet; thence continuing Southeasterly along the existing back of curb, a distance of 27.34 feet to its intersection with the new back of curb; thence Northwesterly along the new back of curb, a distance of 35.95 feet; thence continuing Northwesterly along the new back of curb, a distance of 73.27 feet to the point of beginning, as shown on Exhibit "O";

Also

that part of the east half (E. 1/2) of the southeast quarter (S.E. 1/4) of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian bounded and described as follows:

beginning at the intersection of the new back of curb and the existing back of curb, being a point 27.74 feet northerly, by radial measurement, from the center line of West Washington Boulevard, said point being 98.84 feet westerly of the center line of North Central Park Drive, as measured along the center line of West Washington Boulevard; thence Westerly along the existing back of curb, being the arc of a circle concave to the north having a radius of 95.97 feet, an arc distance of 13.43 feet; thence continuing along the existing back of curb, a distance of 31.84 feet to its intersection with the new back of curb; thence Easterly along the new back of curb, a distance of 35.27 feet; thence continuing along the new back of curb, a distance of 10.00 feet to the point of beginning, as shown on Exhibit "P";

Also

that part of the west half (W. 1/2) of the southeast quarter (S.E. 1/4) of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian bounded and described as follows:

beginning at the intersection of the new back of curb and the existing back of curb, being a point 26.29 feet northeasterly, as measured perpendicularly, from the center line of West Washington Boulevard, said point being 184.02 feet southeasterly of the center line of North Central Park Drive, as measured along the center line of West Washington Boulevard; thence Northwesterly along the existing back of curb, a distance of 28.73 feet; thence continuing Northwesterly along the existing back of curb, a distance of 46.94 feet; thence continuing Northwesterly along the existing back of curb, a distance of 59.94 feet to a point of curve; thence Northwesterly and Northeasterly along the existing back of curb, being the arc of a circle concave to the northeast having a radius of 32.27 feet, an arc distance of 51.89 feet; thence continuing Northeasterly along the back of existing curb, being the arc of a circle concave to the southeast having a radius of 167.33 feet, an arc distance of 57.95 feet; thence continuing Northeasterly along the back of existing curb, being the arc of a circle concave to the northwest having a radius of 44.24 feet, an arc distance of 12.51

feet; thence continuing Northeasterly along the existing back of curb, being the arc of a circle concave to the northwest having a radius of 817.07 feet, an arc distance of 60.42 feet to its intersection with the new back of curb; thence Southwesterly along the new back of curb, a distance of 81.72 feet to a point of curve; thence continuing Southwesterly along the new back of curb, being the arc of a circle concave to the southeast having a radius of 374.00 feet, an arc distance of 61.83 feet to a point of compound curve; thence continuing Southwesterly and Southeasterly along the new back of curb, being the arc of a circle concave to the northeast having a radius of 15.00 feet, an arc distance of 24.45 feet to a point of tangency; thence continuing Southeasterly along the new back of curb, a distance of 105.00 feet; thence continuing Southeasterly along the new back of curb, a distance of 35.95 feet to the point of beginning as shown on Exhibit "Q";

Also

that part of the west half (W. 1/2) of the southeast quarter (S.E. 1/4) of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian described as follows:

beginning at the intersection of the new back of curb and the existing back of curb, being a point 25.28 feet northwesterly, by radial measurement, from the center line of North Central Park Drive, said point being 142.50 feet northeasterly of the center line of West Washington Boulevard, as measured along the center line of North Central Park Boulevard; thence Northeasterly along the existing back of curb, being the arc of a circle concave to the northwest having a radius of 993.08 feet, an arc distance of 23.06 feet; thence continuing Northeasterly along existing back of curb, being the arc of a circle concave to the northwest having a radius of 1,050.88 feet, an arc distance of 31.46 feet to an intersection with the new back of curb; thence Southwesterly along the new back of curb, a distance of 54.47 feet to the point of beginning, as shown on Exhibit "R".

SECTION 3. The vacations herein provided for are made upon the express condition that within 6 months after the passage of this ordinance, the City of Chicago, Department of Public Works shall file or cause to be filed for the record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance together with a deed from the Chicago Park District for street purposes.

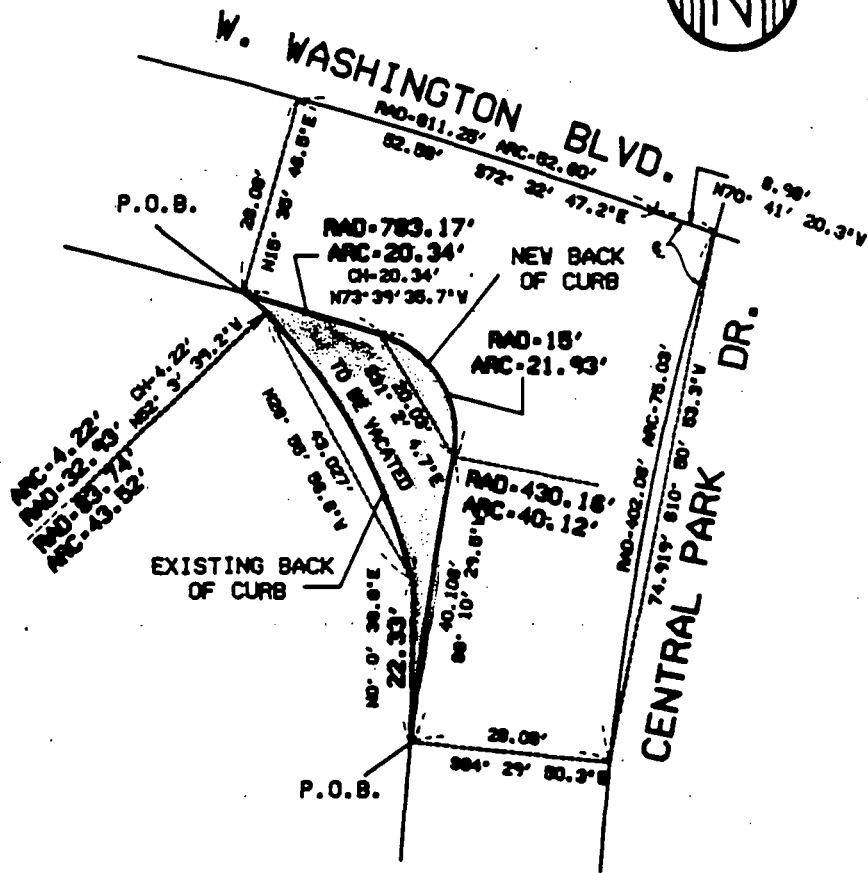
SECTION 4. This ordinance shall take effect and be in force from and after its passage.

[Signature forms omitted for printing purposes.]

Exhibits "A" through "H" and "J" through "R" attached to
this ordinance printed on pages 24683
through 24699 of this Journal.]

Exhibit "A".

UNSUBDIVIDED LANDS IN THE EAST HALF OF THE
SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN



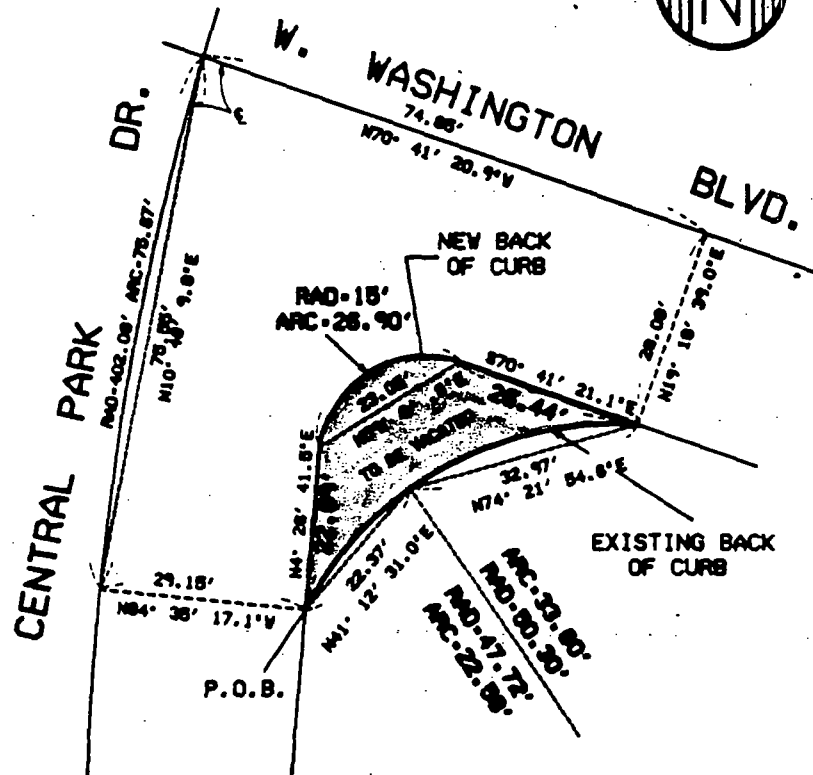
AREA TO BE VACATED
450,129 SQ. FT.

GARFIELD PARK
S.W. CORNER WASHINGTON & CENTRAL PARK

DR. NO. 11-28-88-1249

Exhibit "B".

UNSUBDIVIDED LANDS IN THE WEST HALF OF THE
SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN



AREA TO BE VACATED
540.85 SQ. FT.

GARFIELD PARK

S.E. CORNER WASHINGTON & CENTRAL PARK

DR. NO. 11-28-88-1249

Exhibit "C".

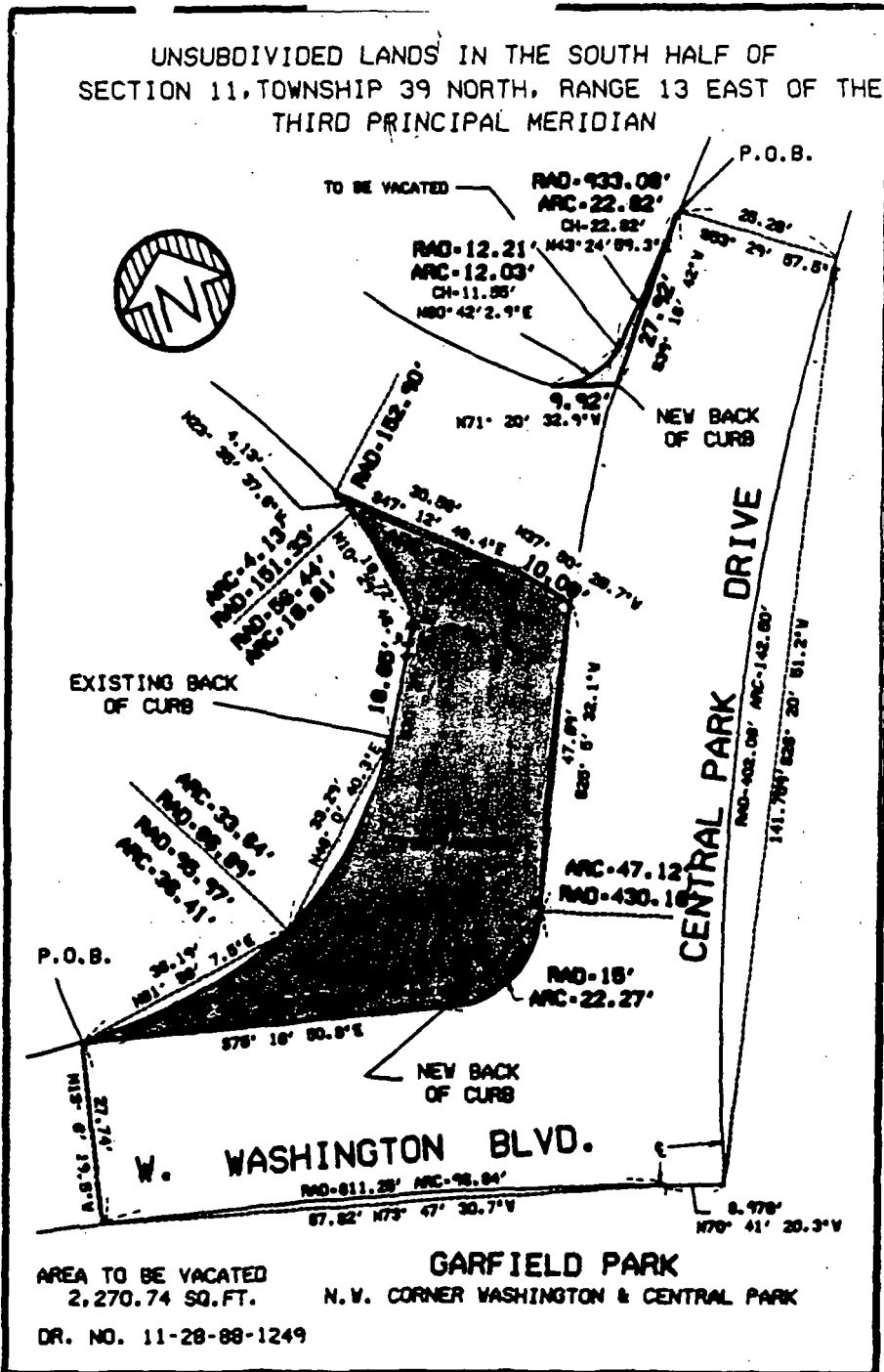
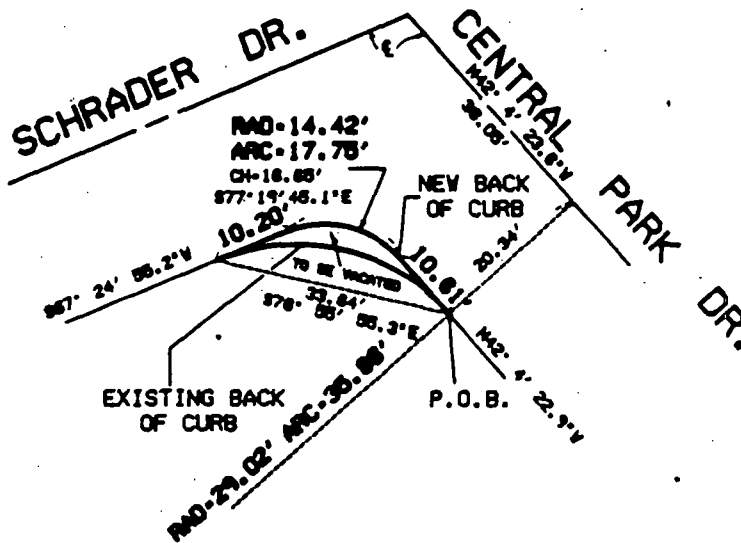


Exhibit "D".

UNSUBDIVIDED LANDS IN THE EAST HALF OF THE
SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN



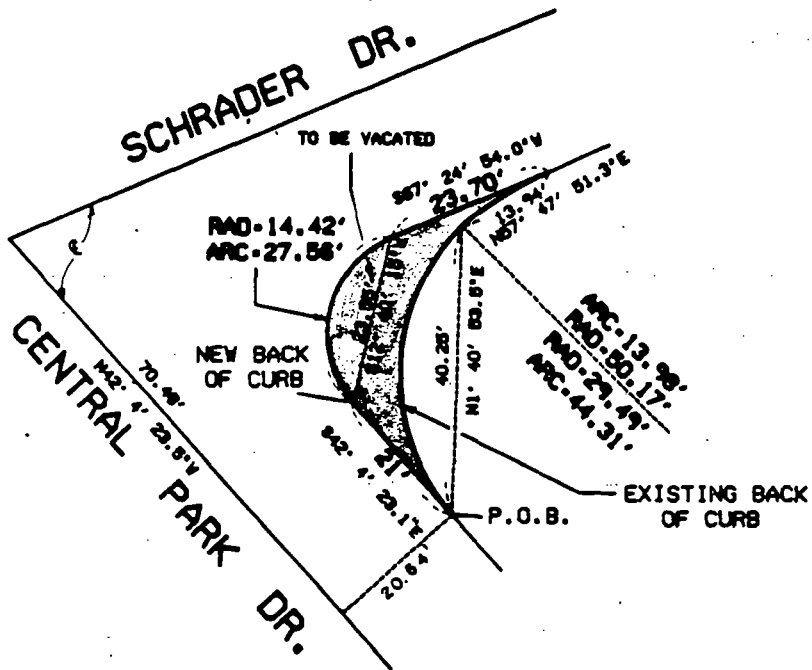
AREA TO BE VACATED
58.04 SQ. FT.

GARFIELD PARK
S.W. CORNER SCHRADER & CENTRAL PARK

DR. NO. 11-28-88-1249

Exhibit "E".

UNSUBDIVIDED LANDS IN THE EAST HALF OF THE
SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN



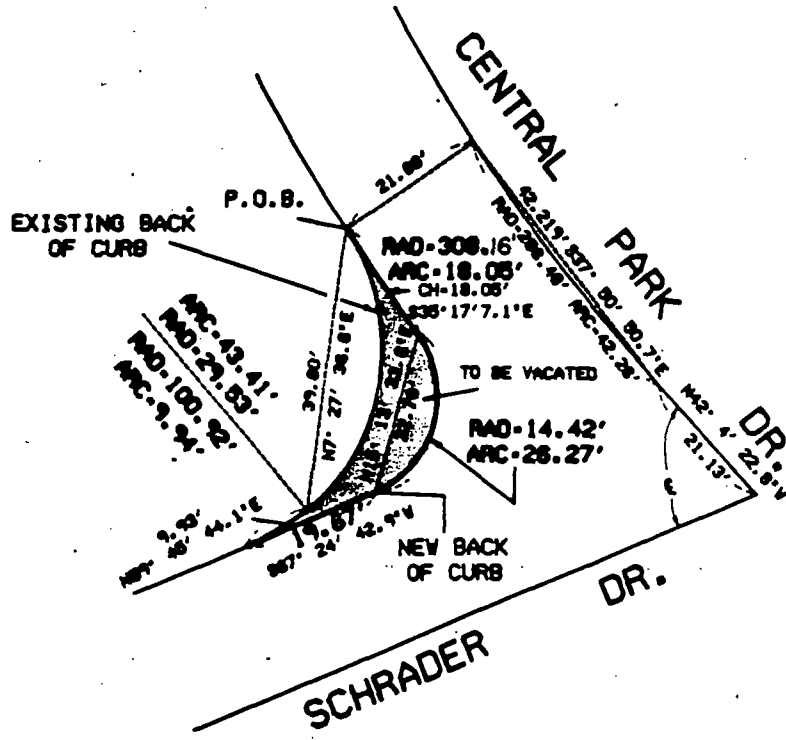
AREA TO BE VACATED
308.06 SQ.FT.

GARFIELD PARK
S.E. CORNER SCHRADER & CENTRAL PARK

DR. NO. 11-28-88-1249

Exhibit "F".

UNSUBDIVIDED LANDS IN THE EAST HALF OF THE
SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN



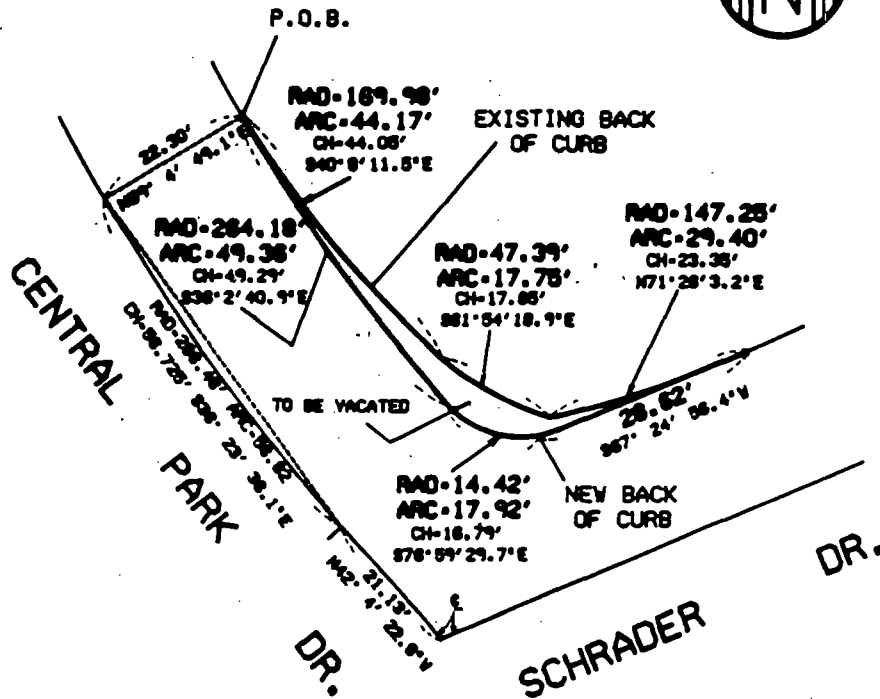
AREA TO BE VACATED
232.37 SQ. FT.

GARFIELD PARK
N.W. CORNER SCHRADER & CENTRAL PARK

DR. NO. 11-28-88-1249

Exhibit "G".

UNSUBDIVIDED LANDS IN THE EAST HALF OF THE
SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN



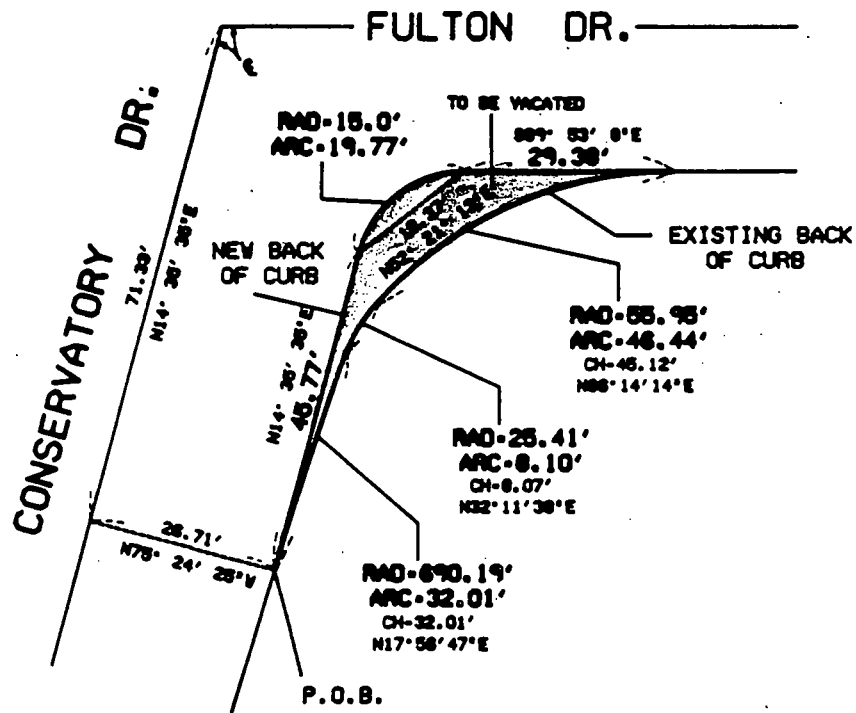
AREA TO BE VACATED
165.72 SQ.FT.

GARFIELD PARK
N.E. CORNER SCHRADER & CENTRAL PARK

DR. NO. 11-28-88-1249

Exhibit "H":

UNSUBDIVIDED LANDS IN THE EAST HALF OF THE
SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN



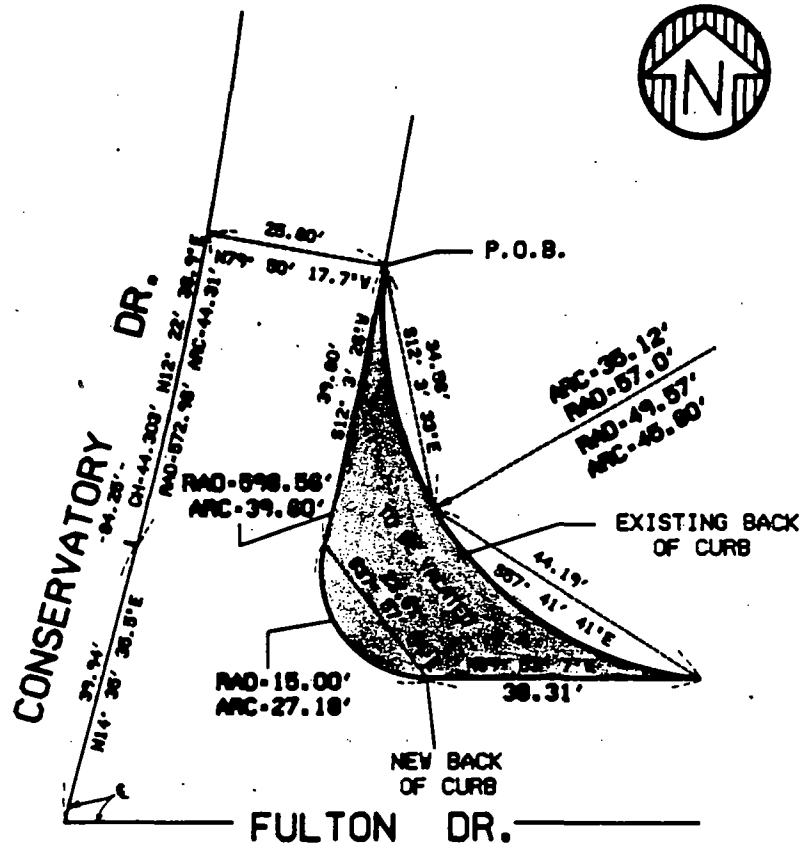
AREA TO BE VACATED
290.50 SQ.FT.

GARFIELD PARK
S.E. CORNER FULTON & CONSERVATORY DRIVE

DR. NO. 11-28-88-1249

Exhibit "j".

UNSUBDIVIDED LANDS IN THE EAST HALF OF THE
SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN



AREA TO BE VACATED
779.64 SQ.FT.

GARFIELD PARK

N.E. CORNER FULTON & CONSERVATORY DRIVE

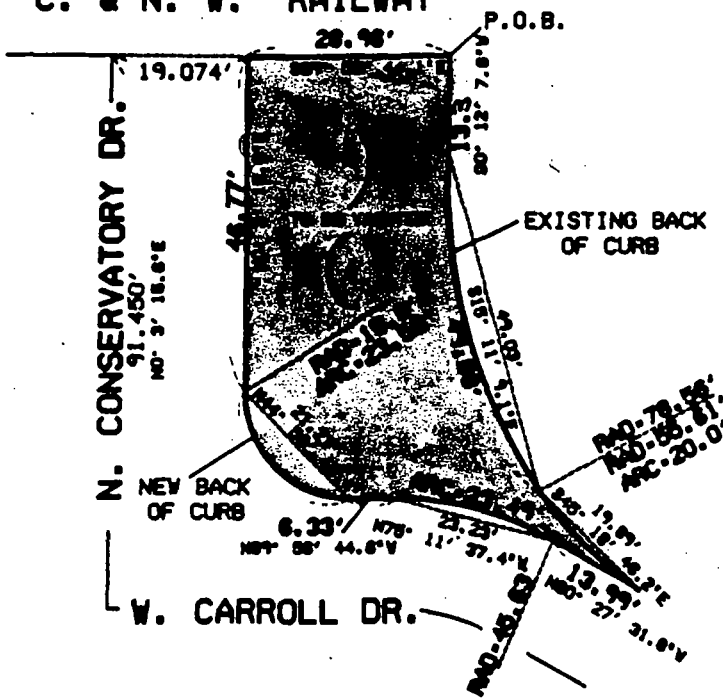
DR. NO. 11-28-88-1249

Exhibit "K".

UNSUBDIVIDED LANDS IN THE EAST HALF OF THE
SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 38 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN



C. & N. W. RAILWAY



AREA TO BE VACATED
1,992.80 SQ. FT.

GARFIELD PARK
N.E. CORNER CARROLL & CONSERVATORY

DR. NO. 11-28-88-1249

Exhibit "L".

UNSUBDIVIDED LANDS IN THE EAST HALF OF THE
SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN

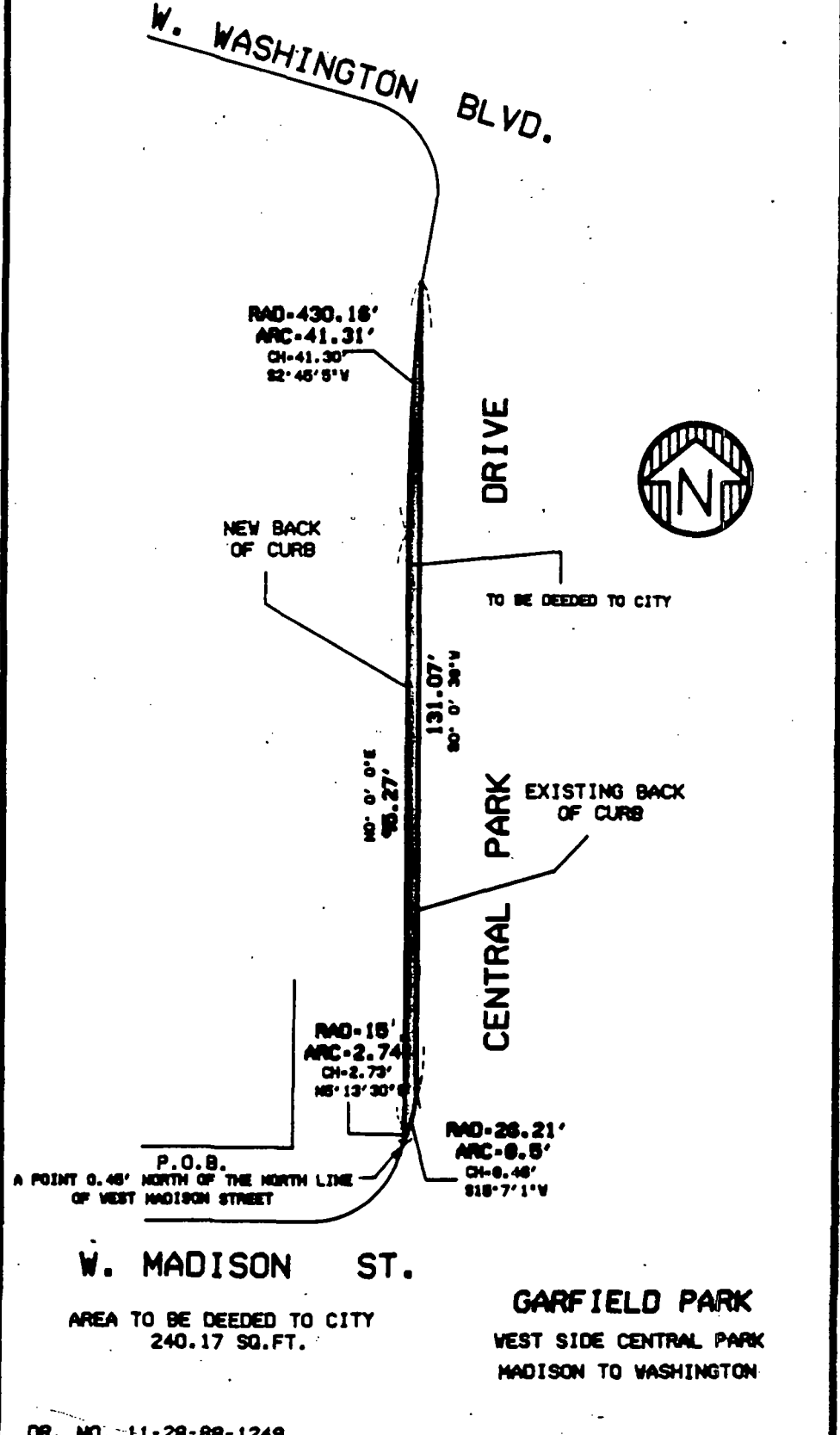
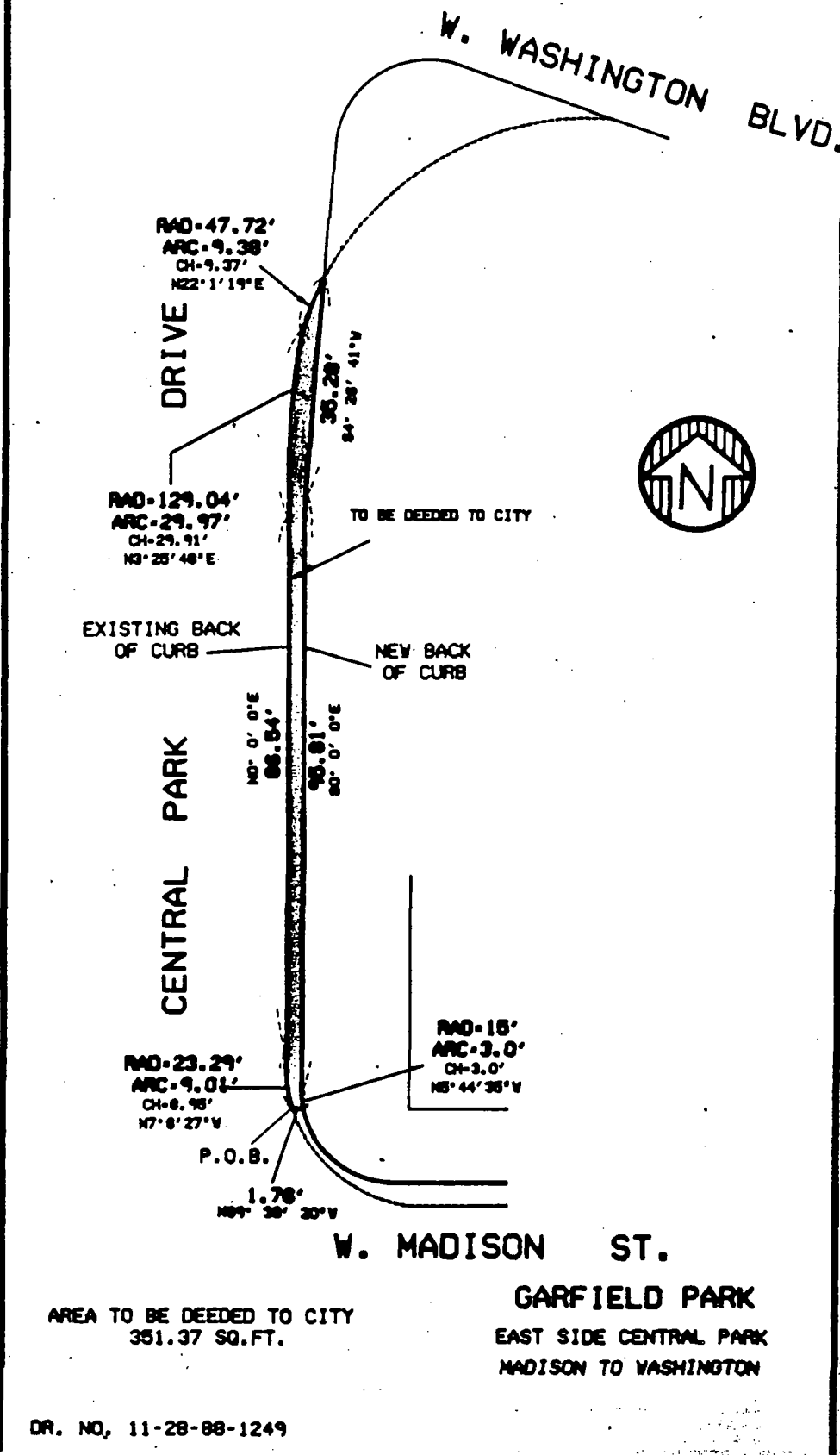


Exhibit "M".

UNSUBDIVIDED LANDS IN THE WEST HALF OF THE
SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN

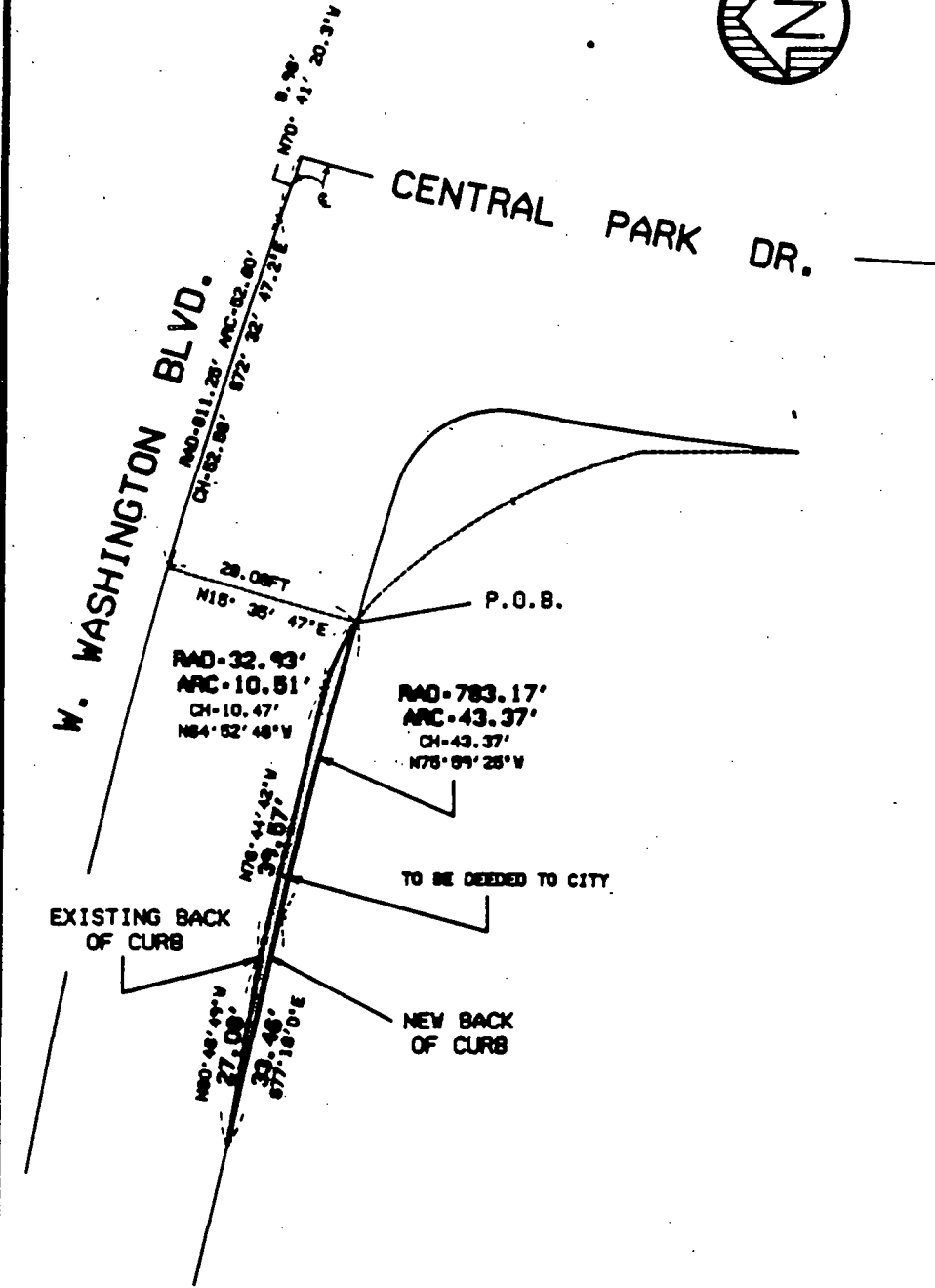


AREA TO BE DEEDED TO CITY
351.37 SQ.FT.

GARFIELD PARK
EAST SIDE CENTRAL PARK
MADISON TO WASHINGTON

Exhibit "N".

UNSUBDIVIDED LANDS IN THE EAST HALF OF THE
SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN



AREA TO BE DEEDED TO CITY
96.79 SQ.FT.

GARFIELD PARK
SOUTH SIDE WASHINGTON
WEST OF CENTRAL PARK

Exhibit "O".

UNSUBDIVIDED LANDS IN THE WEST HALF OF THE
SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN

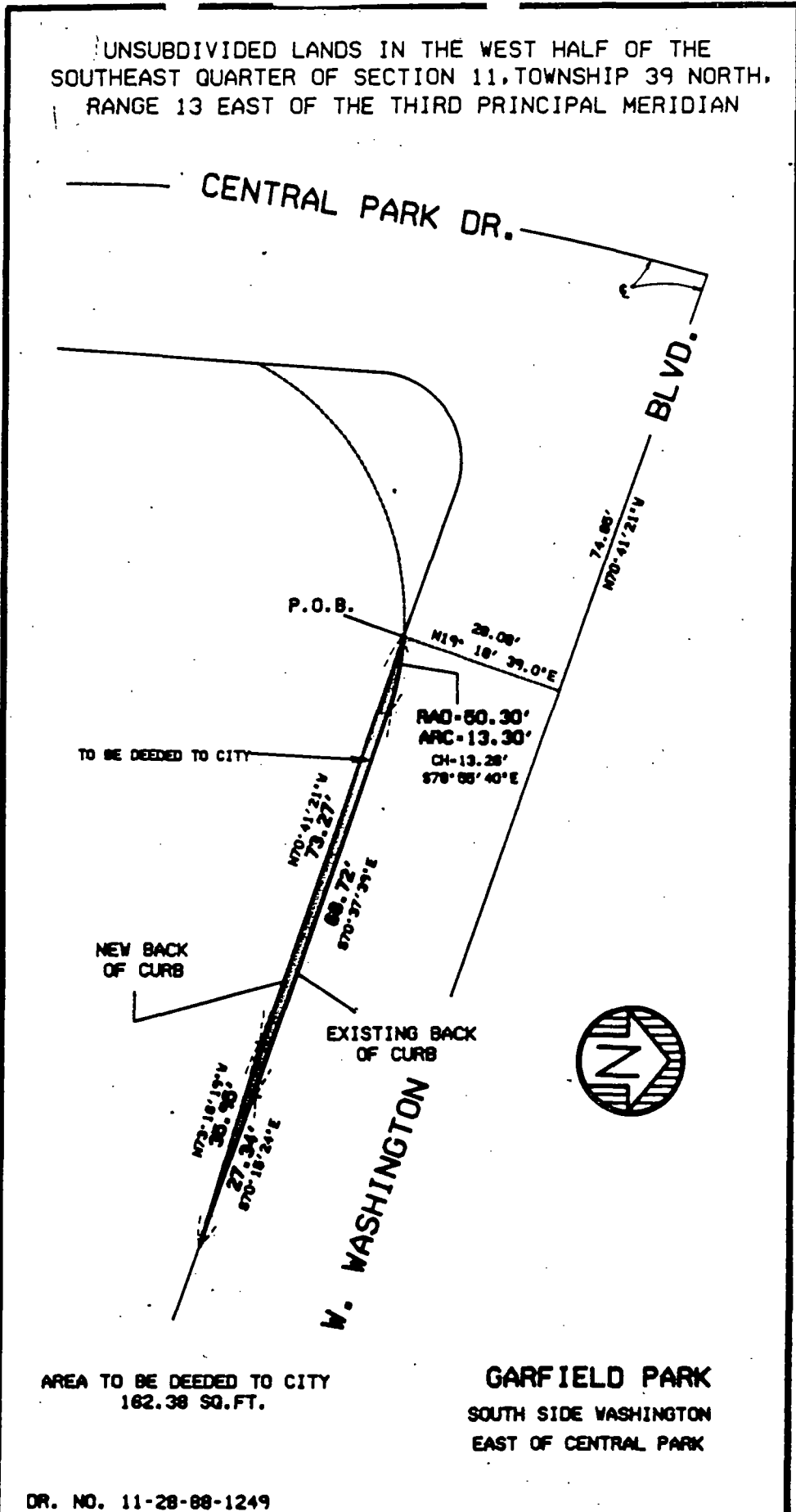
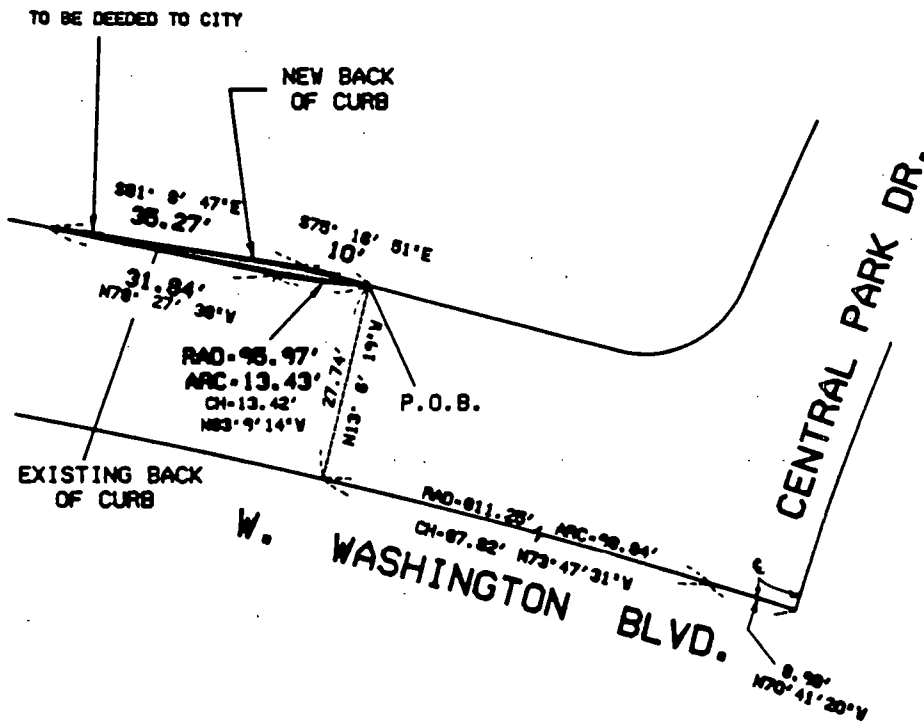


Exhibit "P".

UNSUBDIVIDED LANDS IN THE EAST HALF OF THE
SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN

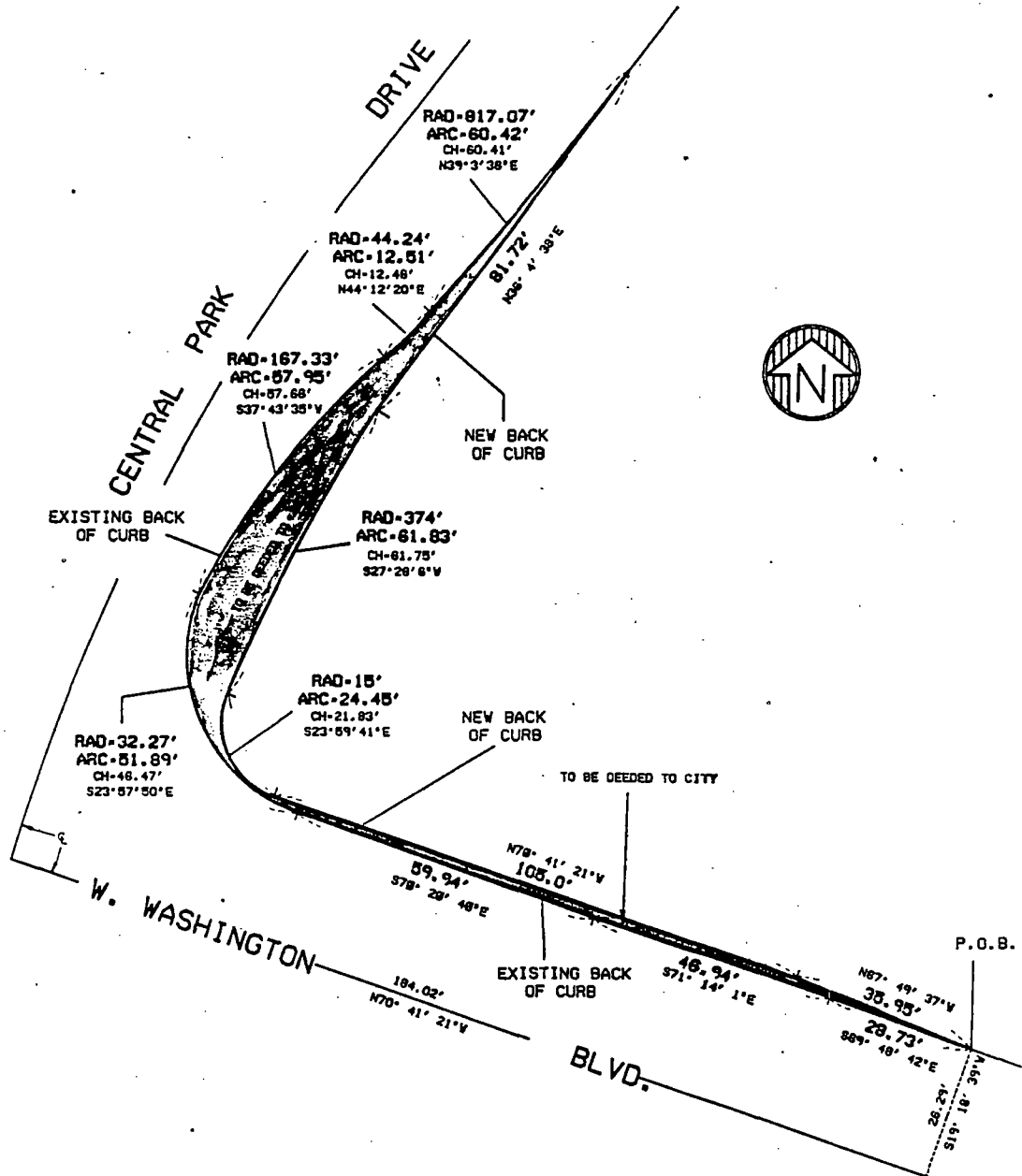


AREA TO BE DEEDED TO CITY
37.60 SQ.FT.

GARFIELD PARK
NORTH SIDE WASHINGTON
WEST OF CENTRAL PARK

bit "Q".

UNSUBDIVIDED LANDS IN THE WEST HALF OF THE
SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN

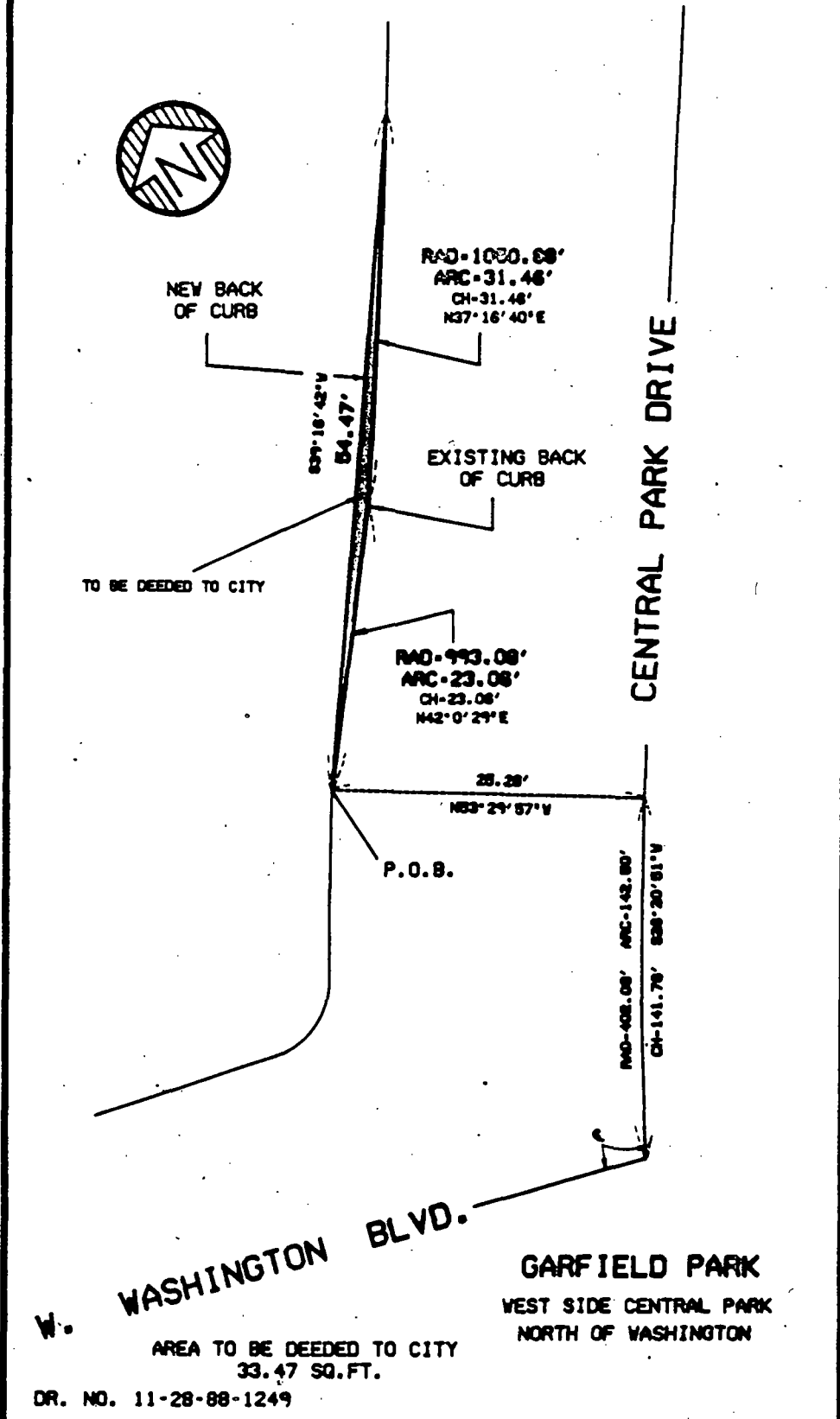


AREA TO BE DEEDED TO CITY
1,094.34 SQ.FT.

GARFIELD PARK
NORTH SIDE WASHINGTON
EAST OF CENTRAL PARK

Exhibit "R".

UNSUBDIVIDED LANDS IN THE WEST HALF OF THE
SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN



W. WASHINGTON BLVD.
AREA TO BE DEEDED TO CITY
33.47 SQ. FT.
DR. NO. 11-28-88-1249

GARFIELD PARK
WEST SIDE CENTRAL PARK
NORTH OF WASHINGTON

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF
EMBASSY CLUB RESUBDIVISION UNIT ONE ON
PORTION OF NORTH SOUTHPORT AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a Plat of Embassy Club Resubdivision Unit One located on the west side of North Southport Avenue approximately 500 feet north of West Wrightwood Avenue, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 29-43-88-1300).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

[Plat attached to this ordinance printed on page 24701 of this Journal.]

On motion of Alderman Levar, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

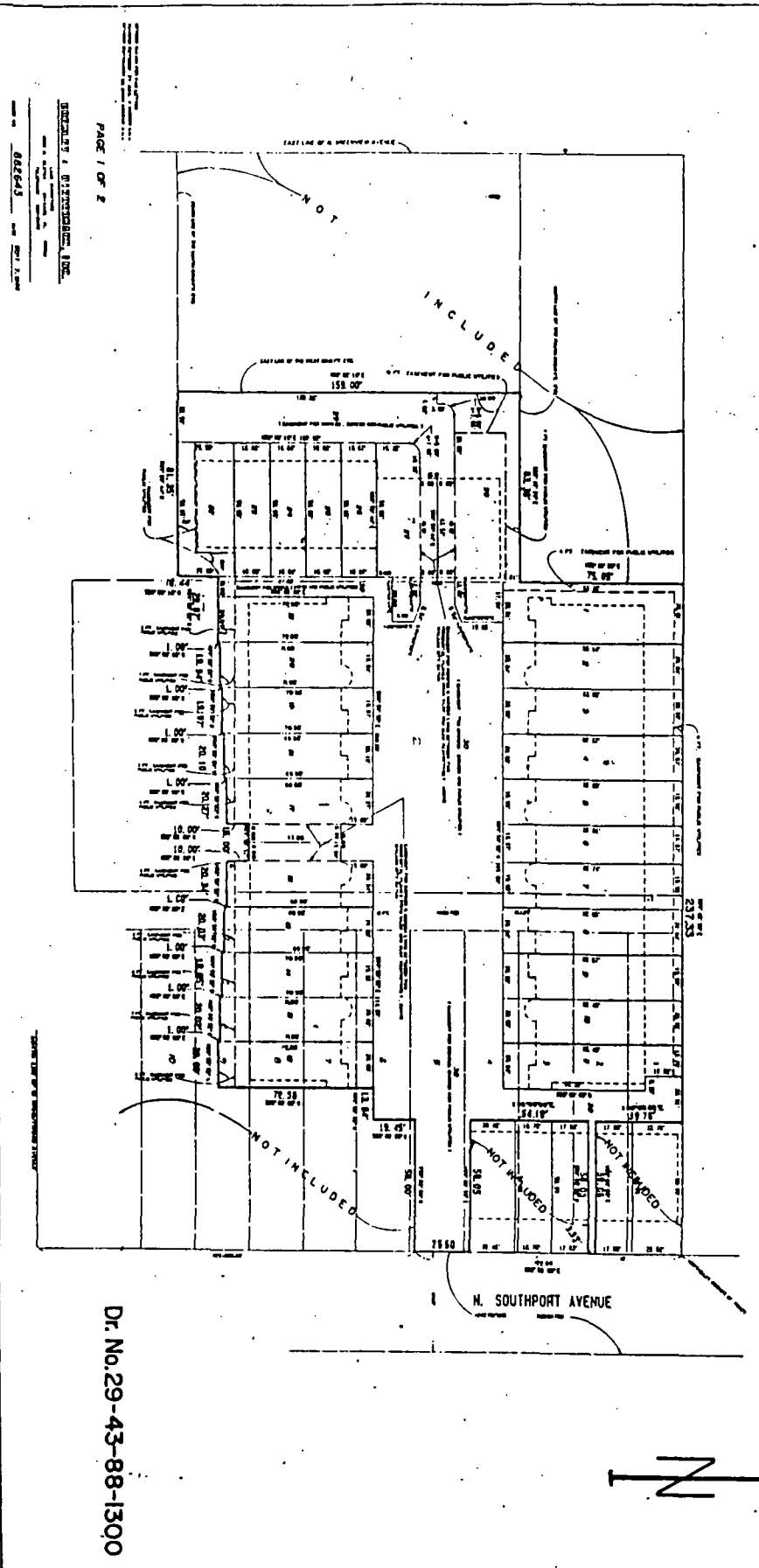
SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF
MAUD AVENUE RESUBDIVISION ON PORTION OF
NORTH MAUD AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

(Continued on page 24702)

[Ordinance associated with this plat printed on page 24700 of this Journal.]

EMBASSY CLUB RESUBDIVISION UNIT ONE
OF PART OF THE SOUTHWEST QUARTER OF
SECTION 29, TOWNSHIP 40 NORTH, RANGE 14,
EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.



PAGE 1 OF 2

ENCLOSURE & DISSEMINATION, INC.
682643

Dr. No. 29-43-88-1300

(Continued from page 24700)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Maud Avenue Resubdivision having a frontage of 249.70 feet along North Maud Avenue and a depth of 100 feet located on the northeasterly side of North Maud Avenue 205.90 feet northwesterly of North Seminary Avenue (as measured along the northwesterly line of North Maud Avenue), as shown on the attached plat, when the necessary certificates are shown on said plat (No. 32-43-88-1276).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

[Plat attached to this ordinance printed on page 24703 of
this Journal.]

On motion of Alderman Levar, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT
OF WICKER PARK ESTATES RESUBDIVISION AT
INTERSECTION OF NORTH DAMEN AVENUE
AND WEST POTOMAC AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

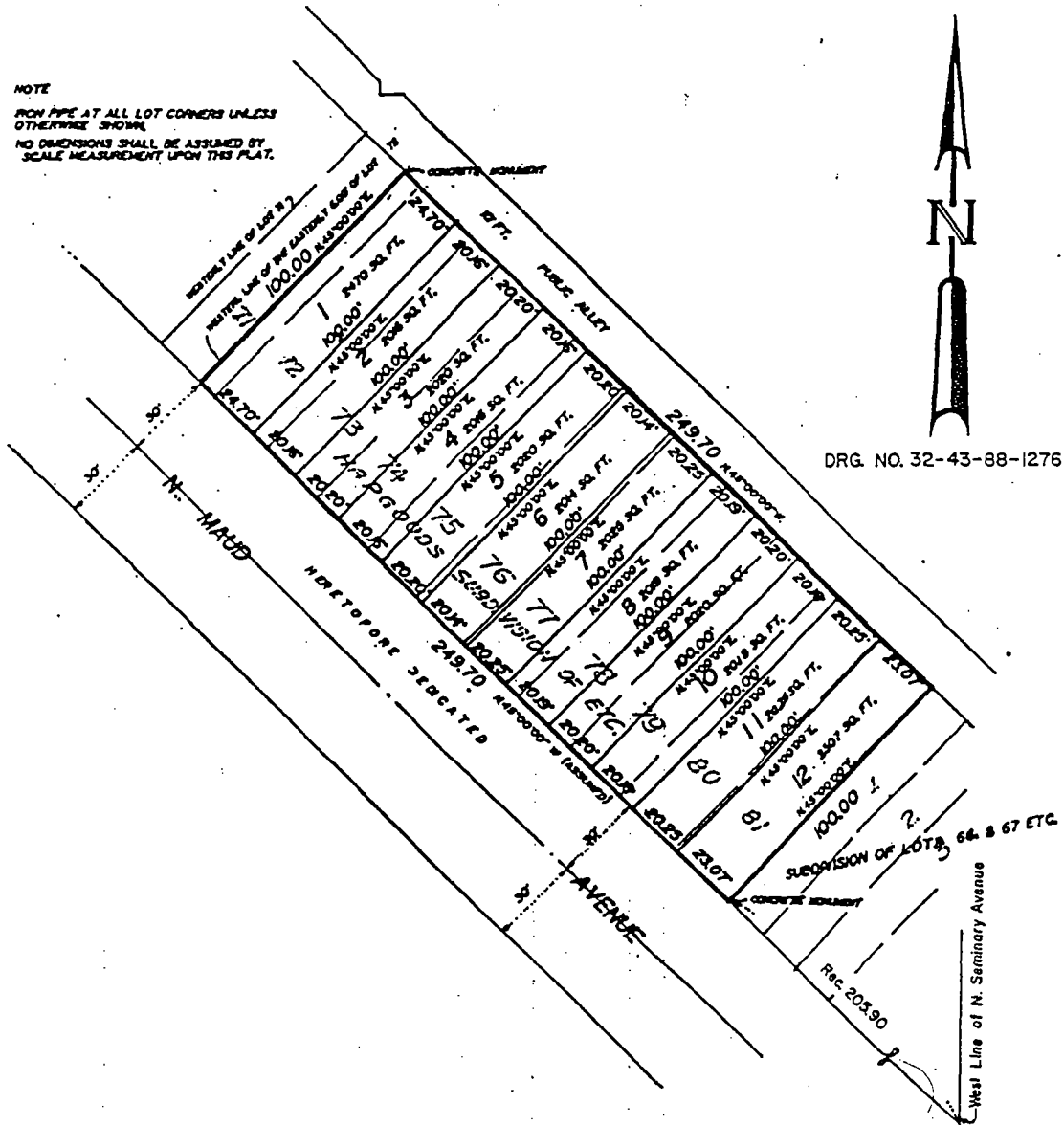
(Continued on page 24704)

[Ordinance associated with this plat printed on pages 24700 through 24702 of this Journal.]

MAUD AVENUE RESUBDIVISION

BEING A SUBDIVISION IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

NOTE
IRON PIPE AT ALL LOT CORNERS UNLESS OTHERWISE SHOWN
NO DIMENSIONS SHALL BE ASSUMED BY SCALE MEASUREMENT UPON THIS PLAT.



(Continued from page 24702)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Wicker Park Estates Resubdivision located at the northwest corner of the intersection of North Damen Avenue and West Potomac Avenue having a frontage of 97.0 feet along the west side of North Damen Avenue and a frontage of 120.0 feet along the north line of West Potomac Avenue for Seplowin and Wish Investments, Incorporated, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 6-26-88-1310).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

[Plat attached to this ordinance printed on page
24705 of this Journal.]

On motion of Alderman Levar, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

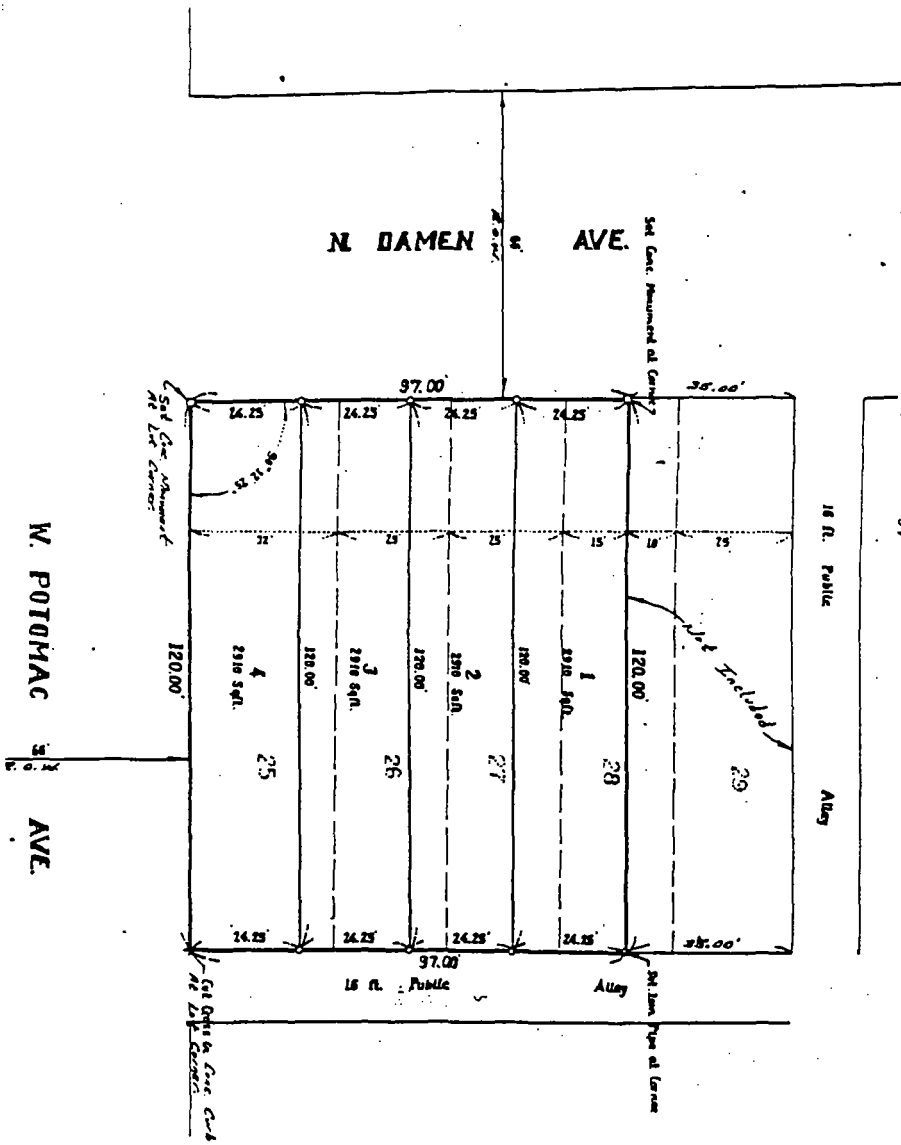
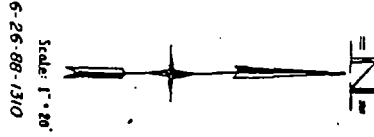
Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF
WINNECONNA RESUBDIVISION ON PORTION OF SOUTH
FIELDING AVENUE BETWEEN WEST WINNECONNA
PARKWAY AND WEST 79TH STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

(Continued on page 24706)

[Ordinance associated with this plat printed on pages 24702 through 24704 of this Journal.]



Being a Resubdivision of Lots 25, 26, 27 and the South 15 feet of Lot 28 in Block and Bradley's Subdivision of the North 4 Acres of the West 10 Acres of the South 25 Acres of the West 1/4 of the Northwest 1/4 of Section 9 Township 39 North, Range 14 East of the Third Principal Meridian also part of the East 40 Acres of the South 25 Acres of the East 1/4 of the Northwest 1/4 of said Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

WICKER PARK ESTATES

(Continued from page 24704)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Winneconna Resubdivision located on the east side of South Fielding Avenue between West Winneconna Parkway and West 79th Street and having a frontage of 359.98 feet on the north side of West 79th Street for Langdon Neal as shown on the attached plat, when the necessary certificates are shown on said plat (No. 28-17-88-1288).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

[Plat attached to this ordinance printed on page 24707
of this Journal.]

On motion of Alderman Levar, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

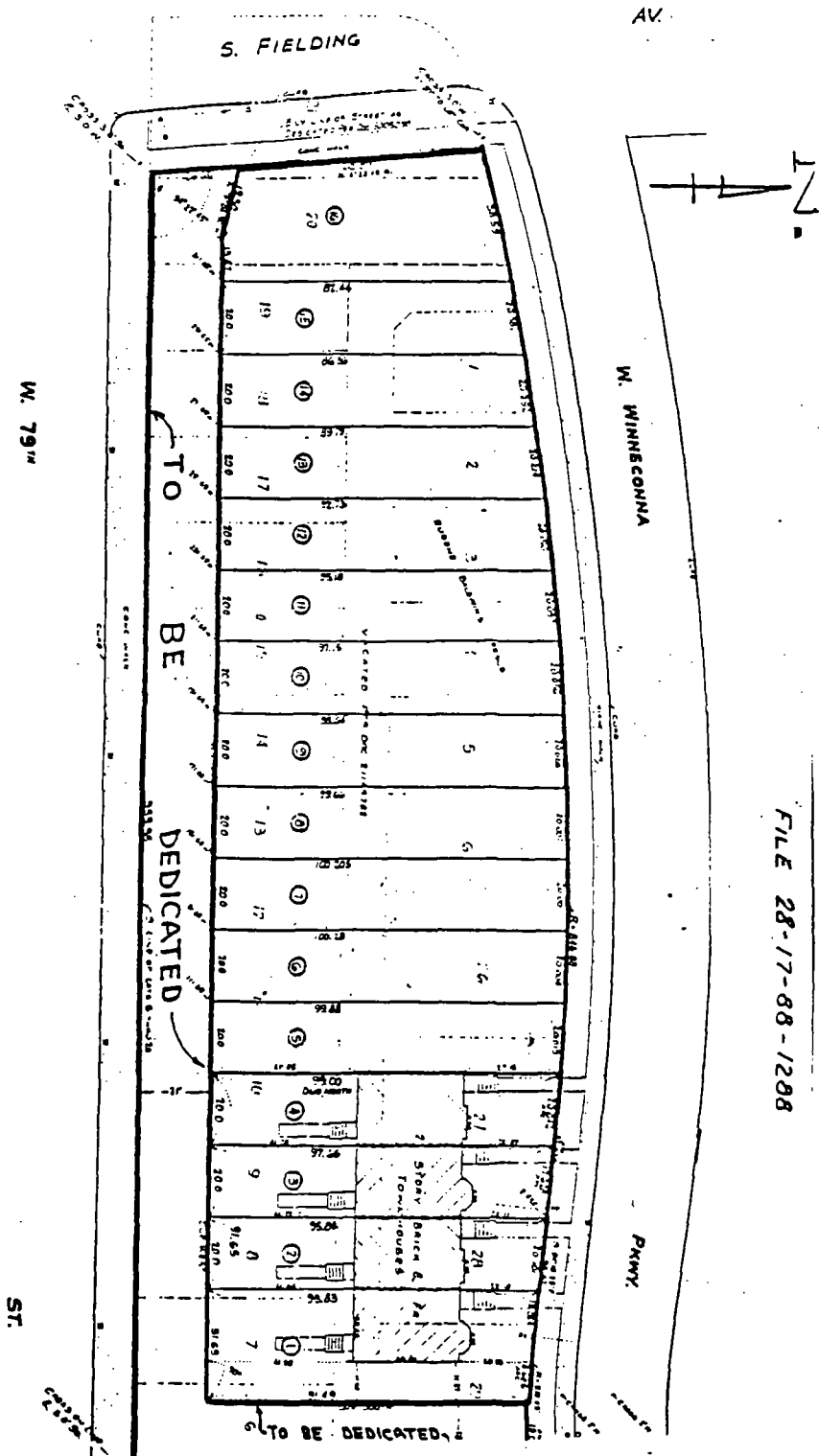
PORTION OF EAST WACKER DRIVE GIVEN HONORARY
NAME OF "PAUL HARVEY DRIVE".

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

Be It Ordained by the City Council of the City of Chicago:

(Continued on page 24708)

[Ordinance associated with this plat printed on pages 24704 through 24706 of this Journal.]



FILE 28-17-88-1208

(Continued from page 24706)

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on page 11460 of the Journal of the Proceedings of said date, which authorizes erection of honorary street name signs, the Commissioner of Public Works shall take the necessary action for standardization of East Wacker Drive between North Michigan Avenue and North Wabash Avenue as "Paul Harvey Drive".

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

On motion of Alderman Levar, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

PORTION OF WEST WOLFRAM STREET GIVEN HONORARY
NAME OF "ALOYSIUS A. MAJEWSKI STREET".

The Committee on Street and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on page 11460 of the Journal of the Proceedings of said date, which authorizes erection of honorary street name signs, the Commissioner of Public Works shall take the necessary action for standardization of the 3600 block of West Wolfram Street as "Aloysius A. Majewski Street".

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

On motion of Alderman Levar, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

PORTION OF SOUTH NARRAGANSETT AVENUE GIVEN
HONORARY NAME OF "ARMAN SCHMIDT STREET".

The Committee on Streets and Alleys submitted the following report:

CHICAGO, January 27, 1989.

To the President and Members of the City Council:

Your Committee on Streets and Alleys, having had an ordinance (referred on December 7, 1988) that the Commissioner of Public Works shall take the necessary action for standardization of South Austin Avenue between West 63rd Street and West 65th Street be given the honorary street name of "Arman Schmidt Street", begs leave to recommend that Your Honorable Body *Pass* the substitute ordinance transmitted herewith to read: that the Commissioner of Public Works shall take the necessary action for standardization of South Narragansett Avenue between West 63rd Street and West 65th Street for the erection of honorary street name signs and designated as "Arman Schmidt Street".

This recommendation was concurred in by all the committee members present with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

On motion of Alderman Levar, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on page 11460 of the Journal of the Proceedings of said date, which authorized erection of honorary street name signs, the Commissioner of Public Works shall take the necessary action for standardization of South Narragansett Avenue between West 63rd Street and West 65th Street which is hereby given the honorary name of "Arman Schmidt Street".

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED PORTION
OF NORTH ST. CLAIR STREET TO BE GIVEN
HONORARY STREET NAME.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, January 27, 1989.

To the President and Members of the City Council:

Your Committee on Streets and Alleys, having had an ordinance which passed the City Council December 14, 1988, C.J. pp. 21492 -- 21493, regarding an honorary street name "City Front Plaza". Amending this ordinance by substituting the honorary name to read now "Cityfront Plaza", that part of upper level North St. Clair Street lying south of East

Illinois Street, begs leave to recommend that Your Honorable Body *Pass* the amended ordinance transmitted herewith.

This recommendation was concurred in by all the committee members present with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

On motion of Alderman Levar, the said proposed ordinance, as amended, transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That Section 1 of the substitute ordinance passed by the City Council on December 14, 1988, C.J. p. 21492 and 21493 be, and the same is hereby amended by deleting the language in brackets, and inserting the language in italics as follows:

Section 1. That part of upper level North St. Clair Street lying south of East Illinois Street is hereby given the honorary name of [City Front Plaza] *Cityfront Plaza*.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

EXEMPTION OF VARIOUS BUSINESSES FROM PHYSICAL BARRIER
REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY.

The Committee on Streets and Alleys, to which had been referred on January 13, November 30 and December 7, 1988, one proposed ordinance and four proposed orders exempting various businesses from the physical barrier requirement pertaining to alley accessibility, submitted separate reports recommending that the City Council pass the said proposed ordinance and proposed orders which were transmitted therewith.

On motion of Alderman Levar, the said proposed ordinance and proposed orders were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinance and orders, as passed, read respectively as follows (the italic heading in each case not being a part of the ordinance or orders):

6420 North California Avenue.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 33-19.1 of the Municipal Code of Chicago the Commissioner of Public Works is hereby authorized and directed to exempt Michael & Coan Associates, 918 West Armitage Avenue, Chicago, Illinois -- agents for the premises located at 6420 North California Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility adjacent to the above mentioned location.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

915--921 West Cullerton Street.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to waive the provisions of Chapter 33, Section 33-19.1 of the Municipal Code of Chicago requiring barriers as a prerequisite to prohibit ingress and/or egress to parking facilities for the Greif Brothers Corporation located at 915 -- 921 West Cullerton Street.

*First East-West Alley North Of West Devon Avenue Between
North Central And North Minnehaha Avenues.*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to waive the provisions of Chapter 33, Section 33-19.1 of the Municipal Code of Chicago requiring barriers as a prerequisite to prohibit ingress and/or egress to the first east-west alley north of West Devon Avenue from North Central Avenue to North Minnehaha Avenue.

*Second East-West Alley North Of West Devon Avenue Between
North Central And North Minnehaha Avenues.*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to waive the provisions of Chapter 33, Section 33-19.1 of the Municipal Code of Chicago requiring barriers as a prerequisite to prohibit ingress and/or egress to the second east-west alley north of West Devon Avenue from North Central Avenue to North Minnehaha Avenue.

308 West Erie Street.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to waive the provisions of Chapter 33, Section 33-19.1 of the Municipal Code of the City of

Chicago requiring barriers as a prerequisite to prohibit ingress and/or egress to parking facilities for the Great Lakes Paper Company, 308 West Erie Street.

AUTHORITY GRANTED FOR ALLEY IMPROVEMENTS BY
SPECIAL ASSESSMENT.

The Committee on Streets and Alleys, to which had been referred thirty-three proposed ordinances recommended by the Board of Local Improvements, submitted separate reports recommending that the City Council pass said proposed ordinances transmitted therewith, authorizing alley improvements by special assessment at sundry locations.

On motion of Alderman Levar, the said proposed ordinances were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are descriptive summaries of the said improvement ordinances as passed:

Alleys Between West Bryn Mawr Avenue, West

Catalpa Avenue, North Winthrop Avenue

And Chicago Transit Authority

Right Of Way.

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and one (1) new concrete catchbasin complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between West Bryn Mawr Avenue, West Catalpa Avenue, North Winthrop Avenue and C.T.A. R.O.W.; also that part of the north and south roadway from a line parallel with and

nine (9) feet north of the south line of West Bryn Mawr Avenue to the south line of West Bryn Mawr Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet south of the north line of West Catalpa Avenue to the north line of West Catalpa Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alley Between West Catalpa Avenue, West Balmoral
Avenue, North Lawler Avenue And North
Forest Glen Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and two (2) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between West Catalpa Avenue, West Balmoral Avenue, North Lawler Avenue and North Forest Glen Avenue; also that part of the roadway from a line parallel with and twenty (20) feet east of the west line of North Lawler Avenue to the west line of North Lawler Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alley Between West George Street, West Diversey Avenue,
North Hamlin Avenue And North Avers Avenue.*

An ordinance for grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the east and west alley between West George Street, West Diversey Avenue, North Hamlin Avenue and North Avers Avenue; also that part of the roadway from a line parallel with and twenty-one (21) feet east of the west line of North Hamlin Avenue to the west line of North Hamlin Avenue; also that part of the roadway from a line parallel with and twenty-one (21) feet west of the east line of North Avers Avenue to the east line of North Avers Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alleys Bounded By West Lawrence Avenue, West Eastwood
Avenue, North Spaulding Avenue And North
Kimball Avenue.*

An ordinance for constructing a 10 inch and 12 inch tile pipe sewer with five (5) new concrete manholes and four (4) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving a fifteen foot four inch (15'4") alley roadway from a point one hundred eighty-seven (187') feet south of the south line of West Lawrence Avenue to a point five hundred thirty-four (534') feet south, the center to be one hundred sixty-six (166') feet west of the west line of North Spaulding Avenue, produced south; also providing for paving a fifteen foot four inch (15'4") alley roadway from the west line of North Spaulding Avenue, the center line being eight (8') feet north of the north line of the Northwestern Railroad right-of-way, to a point fifty-six point seventy (56.70') feet west, thence Northwesterly at an arc of eighty point fifty-three (80.53') feet and at a distance of four hundred ninety- seven point sixty (497.60) feet where it shall meet the aforementioned north and south alley; also that part of the east and west roadway from a line parallel with and twenty (20) feet east of the west line of North Spaulding Avenue to the west line of North Spaulding Avenue, in the block bounded by West Lawrence Avenue, West Eastwood Avenue, North Spaulding Avenue and North Kimball Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alleys Between West Peterson Avenue, North Medina Avenue,
North McCook Avenue And North Milwaukee Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and six (6) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between West Peterson Avenue, North Medina Avenue, North McCook Avenue and North Milwaukee Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alley Between West Rascher Avenue, West Balmoral
Avenue, North Overhill Avenue And
North Ozanam Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer and a twelve (12) inch storm vitrified tile pipe sewer with two (2) new concrete manholes and five (5) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between West Rascher Avenue, West Balmoral Avenue, North Overhill Avenue and North Ozanam Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alley Between West Touhy Avenue, North Mankato Avenue,
North Sioux Avenue And North Moody Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and one (1) new concrete catchbasin complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between West Touhy Avenue, North Mankato Avenue, North Sioux Avenue and North Moody Avenue; also that part of the roadway from a line parallel with and twenty (20) feet west of the east line of North Moody Avenue to the east line of North Moody Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alleys Between West 19th Street, West Cullerton Street,
South Oakley Avenue And South Western Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and two (2) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys

between West 19th Street, West Cullerton Street, South Oakley Avenue and South Western Avenue; also that part of the east and west roadway from a line parallel with and fourteen (14) feet east of the west line of South Oakley Avenue to the west line of South Oakley Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alley Between West 53rd Street, West 54th Street,
South Wallace Street And South Lowe Avenue.*

An ordinance for grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between West 53rd Street, West 54th Street, South Wallace Street and South Lowe Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet south of the north line of West 54th Street to the north line of West 54th Street; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of West 53rd Street to the south line of West 53rd Street; in the City of Chicago, County of Cook and State of Illinois.

*Alleys Between West 63rd Street, West 64th Street,
South Keating Avenue And South Cicero Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and three (3) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between West 63rd Street, West 64th Street, South Keating Avenue and South Cicero Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alley Between West 65th Street, West 66th Street,
South Keeler Avenue And West Lawn Park.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and three (3) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between West 65th Street, West 66th Street, South Keeler Avenue and West Lawn Park; also that part of the roadway from a line parallel with and eighteen (18) feet east of the west line of West 65th Street to the west line of West 65th Street; in the City of Chicago, County of Cook and State of Illinois.

*Alley Between West 78th Place, West 79th Street, South
Lafayette Avenue And South Perry Avenue.*

An ordinance for grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between West 78th Place, West 79th Street, South Lafayette Avenue and South Perry Avenue; also that part of the east and west roadway from a line parallel with and eleven (11) feet east of the west line of South Lafayette Avenue to the west line of South Lafayette Avenue; also that part of the east and west roadway from a line parallel with and eighteen (18) feet west of the east line of South Perry Avenue to the east line of South Perry Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alleys Between East 82nd Street, East 83rd Street,
South Oglesby Avenue And South Crandon Avenue.*

An ordinance for constructing a ten inch and twelve inch tile pipe sewer with two (2) new concrete manholes and two (2) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the

alleys between East 82nd Street, East 83rd Street, South Oglesby Avenue and South Crandon Avenue; also that part of the north and south roadway from a line parallel with and twenty (20) feet north of the south line of East 82nd Street to the south line of East 82nd Street; also that part of the east and west roadway from a line parallel with and twenty (20) feet west of the east line of South Crandon Avenue to the east line of South Crandon Avenue; also that part of the east and west roadway from a line parallel with and twenty (20) feet east of the west line of South Oglesby Avenue to the west line of South Oglesby Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alleys Between East 87th Street, South Chicago Avenue,
South Kingston Avenue And South Essex Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with four (4) new concrete manholes and three (3) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between East 87th Street, South South Chicago Avenue, South Kingston Avenue and South Essex Avenue; also that part of the roadway from a line parallel with and nineteen (19) feet north of the south line of East 87th Street to the south line of East 87th Street; also that part of the roadway from a line parallel with and twenty-three (23) feet east of the west line of South Kingston Avenue to the west line of South Kingston Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alleys Bounded By East 90th Street, East 91st Street
South Essex Avenue And South Phillips Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and two (2) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys in the block bounded by East 90th Street, East 91st Street, South Essex Avenue and South Phillips Avenue; also that part of the roadway from a line parallel with and seventeen (17) feet north of the south line of East 90th Street to the south line of East 90th Street; also that part of the roadway from a line parallel with and nineteen (19) feet east of the west line of South Essex Avenue to the west line of South Essex Avenue; also that part of the

roadway from a line parallel with and seventeen (17) feet west of the east line of South Phillips Avenue to the east line of South Phillips Avenue; in the City of Chicago, County of Cook and State of Illinois.

Alley Between East 90th Street, East 91st Street,

South Phillips Avenue And South Yates Avenue.

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and three (3) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between East 90th Street, East 91st Street, South Phillips Avenue and South Yates Avenue; also that part of the roadway from a line parallel with and seventeen (17) feet north of the south line of East 90th Street to the south line of East 90th Street; also that part of the roadway from a line parallel with and seventeen (17) feet east of the west line of South Phillips Avenue to the west line of South Phillips Avenue; also that part of the roadway from a line parallel with and thirteen (13) feet west of the east line of South Yates Avenue to the east line of South Yates Avenue; in the City of Chicago, County of Cook and State of Illinois.

Alley Between East 92nd Street, East 93rd Street,

South Colfax Avenue And South Kingston Avenue.

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and four (4) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between East 92nd Street, East 93rd Street, South Colfax Avenue and South Kingston Avenue; also that part of the north and south roadway from a line parallel with and fourteen (14) feet north of the south line of East 92nd Street to the south line of East 92nd Street; also that part of the east and west roadway from a line parallel with and fifteen (15) feet east of the west line of South Colfax Avenue to the west line of South Colfax Avenue; in the City of Chicago, County of Cook and State of Illinois.

Alleys Between East 95th Street, East 96th Street, South

Avalon Avenue And South Woodlawn Avenue.

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and three (3) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between East 95th Street, East 96th Street, South Avalon Avenue and South Woodlawn Avenue; also that part of the east and west roadway from a line parallel with and eighteen (18) feet east of the west line of South Avalon Avenue to the west line of South Avalon Avenue; also that part of the east and west roadway from a line parallel with the eighteen (18) feet west of the east line of South Woodlawn Avenue to the east line of South Woodlawn Avenue; in the City of Chicago, County of Cook and State of Illinois.

Alleys Between East 95th Street, East 96th Street, South

Greenwood Avenue And South Dobson Avenue.

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and four (4) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between East 95th Street, East 96th Street, South Greenwood Avenue and South Dobson Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet south of the north line of East 96th Street to the north line of East 96th Street; also that part of the east and west roadway from a line parallel with and eighteen (18) feet east of the west line of South Greenwood Avenue to the west line of South Greenwood Avenue; also that part of the east and west roadway from a line parallel with and eighteen (18) feet west of the east line of South Dobson Avenue to the east line of South Dobson Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alleys Between East 95th Street, East 96th Street, South
Woodlawn Avenue And South University Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and four (4) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between East 95th Street, East 96th Street, South Woodlawn Avenue and South University Avenue; also that part of the east and west roadway from a line parallel with and eighteen (18) feet east of the west line of South Woodlawn Avenue to the west line of South Woodlawn Avenue; also that part of the east and west roadway from a line parallel with and eighteen (18) feet west of the east line of South University Avenue to the east line of South University Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alley Between East 96th Street, East 97th Street, South
Greenwood Avenue And South Dobson Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and two (2) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between East 96th Street, East 97th Street, South Greenwood Avenue and South Dobson Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet north of the south line of East 96th Street to the south line of East 96th Street; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of East 97th Street to the north line of East 97th Street; in the City of Chicago, County of Cook and State of Illinois.

*Alleys Between West 98th Street, West 98th Place,
South Throop Street And South Loomis Street.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and two (2) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between West 98th Street, West 98th Place, South Throop Street and South Loomis Street; also that part of the north and south roadway from a line parallel with and eighteen (18) feet south of the north line of West 98th Place to the north line of West 98th Place; also that part of the east and west roadway from a line parallel with and twenty-five (25) feet east of the west line of South Throop Street to the west line of South Throop Street; also that part of the east and west roadway from a line parallel with and eighteen (18) feet west of the east line of South Loomis Street to the east line of South Loomis Street; in the City of Chicago, County of Cook and State of Illinois.

*Alley Between East 101st Street, East 102nd Street,
South Eberhart Avenue And South Vernon Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and four (4) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between East 101st Street, East 102nd Street, South Eberhart Avenue and South Vernon Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet north of the south line of East 101st Street to the south line of East 101st Street; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of East 102nd Street to the north line of East 102nd Street; in the City of Chicago, County of Cook and State of Illinois.

Alley Between West 101st Street, West 102nd Street, South

Union Avenue And South Emerald Avenue.

An ordinance for constructing a ten (10) inch and twelve (12) inch tile pipe sewer with two (2) new concrete manholes and two (2) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between West 101st Street, West 102nd Street, South Union Avenue and South Emerald Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet north of the south line of West 101st Street to the south line of West 101st Street; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of West 102nd Street to the north line of West 102nd Street; in the City of Chicago, County of Cook and State of Illinois.

Alleys Between West 104th Place, West 105th Street,

Railroad Right Of Way And South Talman Avenue.

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete catchbasin complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between West 104th Place, West 105th Street, R.R. R.O.W. and South Talman Avenue; also that part of the second north and south roadway east of South Talman Avenue from a line parallel with and eighteen (18) feet north of the south line of West 104th Place to the south line of West 104th Place; also that part of the second north and south roadway east of South Talman Avenue from a line parallel with and eighteen (18) feet south of the north line of West 105th Street to the north line of West 105th Street; in the City of Chicago, County of Cook and State of Illinois.

Alley Between West 105th Street, West 106th Street, South

Claremont Avenue And South Western Avenue.

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete catchbasin complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between West 105th Street, West 106th Street, South Claremont Avenue and South Western Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of West 105th Street to the south line of West 105th Street; in the City of Chicago, County of Cook and State of Illinois.

Alleys Between West 114th Street, West 115th Street,

South Wallace Street And South Lowe Avenue.

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and three (3) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between West 114th Street, West 115th Street, South Wallace Street and South Lowe Avenue; in the City of Chicago, County of Cook and State of Illinois.

Alleys Between West 116th Street, West 116th Place,

South Lowe Avenue And South Union Avenue.

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete catchbasin complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between West 116th Street, West 116th Place, South Lowe Avenue and South Union Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of West 116th Street to the south line of West 116th Street; also that part of the north and south roadway from a line parallel with and eighteen (18) feet south of the north line of

West 116th Place to the north line of West 116th Place; also that part of the east and west roadway from a line parallel with and eighteen (18) feet west of the east line of South Union Avenue to the east line of South Union Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alley Between West 121st Street, West 122nd Street,
South Justine Street And South Ashland Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and two (2) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between West 121st Street, West 122nd Street, South Justine Street and South Ashland Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet north of the south line of West 121st Street to the south line of West 121st Street; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of West 122nd Street to the north line of West 122nd Street; in the City of Chicago, County of Cook and State of Illinois.

*Alley Between West 121st Street, West 122nd Street,
South Laflin Street And South Justine Street.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and two (2) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between West 121st Street, West 122nd Street, South Laflin Street and South Justine Street; also that part of the roadway from a line parallel with and nineteen (19) feet north of the south line of West 121st Street to the south line of West 121st Street; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of West 122nd Street to the north line of West 122nd Street; in the City of Chicago, County of Cook and State of Illinois.

*Alleys Between East 121st Place, East 122nd Street,
South Michigan Avenue And South State Street.*

An ordinance for constructing a ten and twelve inch pipe sewer with three (3) new concrete manholes and four (4) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between East 121st Place, East 122nd Street, South Michigan Avenue and South State Street; also that part of the first north and south roadway west of South Michigan Avenue from a line parallel with and eighteen (18) feet south of the north line of East 122nd Street to the north line of East 122nd Street; in the City of Chicago, County of Cook and State of Illinois.

*Alleys Between West 124th Street, West 125th Street
South Harvard Avenue And South Stewart Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and five (5) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between West 124th Street, West 125th Street, South Harvard Avenue and South Stewart Avenue; also that part of the east and west roadway from a line parallel with and twenty (20) feet west of the east line of South Stewart Avenue to the east line of South Stewart Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alley Between West 124th Street, West 125th Street,
South Union Avenue And South Emerald Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and one (1) new concrete catchbasin complete -- grading, paving with eight (8)

inches of portland cement concrete and otherwise improving the roadway of the alley between West 124th Street, West 125th Street, South Union Avenue and South Emerald Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet north of the south line of West 124th Street to the south line of West 124th Street; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of West 125th Street to the north line of West 125th Street; in the City of Chicago, County of Cook and State of Illinois.

Re-Referred--INSTALLATION OF LIGHT ON UTILITY POLE
LOCATED AT 2826 WEST BALMORAL AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council re-refer to the Committee on Finance a proposed order for the installation of a light on the utility pole located in the yard of the premises at 2826 West Balmoral Avenue.

On motion of Alderman Levar, the committee's recommendation was *Concurred In* and said proposed order was *Re-Referred to the Committee on Finance*.

Re-Referred-- PERMISSION TO CLOSE TO TRAFFIC PORTION
OF ALLEY BEHIND 2315 -- 2345 WEST NELSON STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council re-refer to the Committee on Traffic Control and Safety a proposed order to close to vehicular traffic that portion of the east-west alley behind the premises at 2315 -- 2345 West Nelson Street.

On motion of Alderman Levar, the committee's recommendation was *Concurred In* and said proposed order was *Re-Referred to the Committee on Traffic Control and Safety*.

COMMITTEE ON ZONING.

Action Deferred -- CHICAGO ZONING ORDINANCE AMENDED
TO RECLASSIFY PARTICULAR AREAS.

The Committee on Zoning submitted the following report which was, on motion of Alderman Robinson and Alderman Jones, *Deferred* and ordered published:

CHICAGO, February 1, 1989.

To the President and Members of the City Council:

Your Committee on Zoning begs leave to recommend that Your Honorable Body pass the ordinances transmitted herewith (referred to your committee on June 8, 1988; November 16, 1988; November 30, 1988; December 14, 1988 and December 21, 1988) to amend the Chicago Zoning Ordinance for the purpose of reclassifying the particular areas.

Application number T-AD 006 was amended and passed in its substitute form.

Application number A2611 was withdrawn.

Application numbers 10429 (6th Ward) referred to the committee on November 16, 1988 and 10431 (38th Ward) referred to the committee on November 16, 1988, failed to meet the committee's approval and did not pass.

Application number A2601 is being returned because it was approved by the full City Council June 7, 1988.

Respectfully submitted,

(Signed) KEITH A. CALDWELL,
Chairman.

The following are said proposed ordinances transmitted with the foregoing committee report (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map No. 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 symbols and indications as shown on Map No. 3-F in area bounded by

West Evergreen Avenue; North Wells Street; West Goethe Street; a line 195.0 feet west of and parallel to North Wells Street; a line 197.0 feet north of and parallel to West Goethe Street; a line 155.0 feet west of and parallel to North Wells Street,

to those of a B4-4 Restricted Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 7-G.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 7-G in area bounded by

West Fletcher Street; a line 100 feet east of and parallel to North Greenview Avenue; the alley next south of West Fletcher Street; a line 75 feet east of and parallel to North Greenview Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 7-G.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 7-G in area bounded by

West Montana Street; the alley next west of North Greenview Avenue; the alley next south of West Montana Street; and a line 100 feet west of the alley next west of Greenview Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 7-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 C2-1 General Commercial District symbols and indications as shown on Map No. 7-L in area bounded by

the alley next north of and parallel to West Diversey Avenue; the alley next west of and parallel to North Cicero Avenue; the alley south of and parallel to West Diversey Avenue; and North Lamont 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. 7-N.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 7-N in area bounded by

West Diversey Avenue; the alley next east of and parallel to North Newland Avenue; a line 35.76 feet south of and parallel to West Diversey Avenue; North Newland 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. 9-O.

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. 9-O in area bounded by

the alley next north of West Belmont Avenue; a line 58.2 feet west of and parallel to North Oriole Avenue; West Belmont Avenue; a line 83.2 feet west of and parallel to North Oriole Avenue,

to those of a B4-2 Restricted Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 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 R4 General Residence District symbols and indications as shown on Map No. 15-H in area bounded by

West Devon Avenue; a line 198 feet 3-5/8 inches west of and parallel to North Hoyne Avenue; the alley next south of and parallel to West Devon Avenue, if extended; a line 233 feet west of and parallel to North Hoyne 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. 16-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 B5-3 General Service District symbols and indications as shown on Map No. 16-E in area bounded by

a line 200 feet south of and parallel to East 63rd Street; South Martin Luther King Junior Drive (reflected as South Park Avenue); a line 465 feet south of and parallel to East 63rd Street; a line 80 feet long running southwesterly at a 45 degree angle; a line 80 feet long running northwesterly at a 45 degree angle; a line 115 feet east of and parallel to South Calumet Avenue, if extended; a line 345 feet south of and parallel to West 63rd Street; a line 250 feet west of and parallel to South Park 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. 18-G.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 18-G in area bounded by

a line 50 feet south of and parallel to West 73rd Street; the alley next east of and parallel to South Racine Avenue; a line 100 feet south of and parallel to West 73rd Street; South Racine Avenue,

to those of an R3 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 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 M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 18-H in area bounded by

the alley next north of and parallel to West 75th Place; a line 120 feet east of and parallel to South Hermitage Avenue; West 75th Place; South Hermitage Avenue,

to those of an R2 Single-Family 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. 18-I.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 18-I in area bounded by

West 77th Street on the south; South Western Avenue on the east; the alley between South Artesian and South Western Avenues on the west; and that portion of area between West 76th and West 77th Streets except the northern 375 feet,

to those of a C2-1 General Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 24-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 R2 Single-Family Residence District symbols and indications as shown on Map No. 24-H in area bounded by

West 99th Street; South Claremont Avenue; a line 220.67 feet south of and parallel to West 99th Street; the public alley next west of and parallel to South Claremont 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.

Action Deferred-- AMENDMENT OF MUNICIPAL CODE CHAPTER
194A BY ADDING NEW SUBSECTION 7.5(9) ESTABLISHING
TWENTY-FIVE FOOT MINIMUM FRONTAGE FOR
EACH ZONING LOT IN R1 AND R2
SINGLE-FAMILY RESIDENCE
DISTRICTS.

The Committee on Zoning submitted the following report which was, on motion of Alderman Robinson and Alderman Jones, *Deferred* and ordered published:

CHICAGO, February 1, 1989.

To the President and Members of the City Council:

Your Committee on Zoning begs leave to recommend that Your Honorable Body pass, the ordinances transmitted herewith (referred to your committee on June 8, 1988; November 16, 1988; November 30, 1988; December 14, 1988 and December 21, 1988), to amend the Chicago Zoning Ordinance for the purpose of reclassifying the particular areas.

Application number T-AD 006 was amended and passed in its substitute form.

Application number A2611 was withdrawn.

Application numbers 10429 (6th Ward) referred to the committee on November 16, 1988 and 10431 (38th Ward) referred to the committee on November 16, 1988, failed to meet the committee's approval and did not pass.

Application number A2601 is being returned because it was approved by the full City Council June 7, 1988.

Respectfully submitted,

(Signed) KEITH A. CALDWELL,
Chairman.

The following is said proposed substitute ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, is hereby amended by inserting the italicized new Subsection 7.5 (9), as follows:

7.5 Lot Area -- Use and Bulk Regulations

- (9) *In the R1, R2 Single-Family Residence Districts, each zoning lot shall have a frontage which is equal to the predominante widths of the lots of record, on the same side of the street between the two nearest intersecting streets or a minimum of 25 feet of frontage, whichever is less. But in no event shall the frontage on a public street be less than 25 feet.*

SECTION 2. This ordinance shall take effect upon its passage and approval.

JOINT COMMITTEE

COMMITTEE ON ZONING.

COMMITTEE ON BUILDINGS.

**ISSUANCE OF PERMITS FOR ERECTION OF
ILLUMINATED SIGNS.**

A Joint Committee composed of the members of the Committee on Zoning and the members of the Committee on Buildings submitted the following report:

CHICAGO, February 1, 1989.

To the President and Members of the City Council:

The Committees on Buildings and Zoning beg leave to recommend that Your Honorable Body Pass the proposed orders transmitted herewith, referred to your committees on December 14, 1988 and December 21, 1988, to authorize the issuance of permits for the erection and maintenance of illuminated signs, which were approved in committee on January 19, 1989.

This recommendation was concurred in by the respective members of the committees with no dissenting vote.

Respectfully submitted,

(Signed) FRED B. ROTI,
Committee on Buildings,
Chairman.

(Signed) KEITH A. CALDWELL,
Committee on Zoning,
Chairman.

On motion of Alderman Caldwell, the committee's recommendation was *Concurred In* and said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuller, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said orders, as passed, read respectively as follows (the italic heading in each case not being a part of the order):

6448 South Kedzie Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Acme-Wiley Corporation/Signs and Systems, 2480 Greenleaf Avenue, Elk Grove Village, Illinois 60007, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 6448 South Kedzie Avenue, Burger King:

Dimensions: length, 11 feet 10 inches; height, 11 feet 6 inches
Height Above Grade/Roof to Top of Sign: 40 feet
Total Square Foot Area: 136 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

5801 South Western Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Eir Crosstown Electric, Incorporated, 2825 North Oakley Avenue, Chicago, Illinois 60618, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5801 South Western Avenue, Rollin's Wheel:

Dimensions: length, 10 feet 0 inches; height, 12 feet 0 inches
Height Above Grade/Roof to Top of Sign: 24 feet 0 inches
Total Square Foot Area: 120 square feet 0 inches.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

6224 West 63rd Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Patrick Media Group, Incorporated, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 6224 West 63rd Street, Chicago, Illinois, advertising:

Dimensions: length, 24 feet 6 inches; height, 12 feet 3 inches
Height Above Grade/Roof to Top of Sign: 51 feet 3 inches
Total Square Foot Area: 907.74 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

MATTERS PRESENTED BY THE ALDERMEN

(Presented By Wards, In Order, Beginning With The Fiftieth Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.**

***Referred -- ESTABLISHMENT OF LOADING ZONES AT
SUNDRY LOCATIONS.***

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
LANGFORD (16th Ward)	South Halsted Street, at 5730 -- at all times -- no exceptions;
GUTIERREZ (26th Ward)	North Western Avenue, at 1518 (approximately 12 feet north and south thereof) -- 10:00 A.M. to 10:00 P.M. -- Monday through Saturday;
CULLERTON (38th Ward)	West Irving Park Road, at 7235 -- at all times -- Sunday through Saturday;
NATARUS (42nd Ward)	North LaSalle Street, at 730 -- 9:30 A.M. to 7:30 P.M. -- Monday through Friday.

Referred -- REMOVAL OF TWO PARKING METERS LOCATED AT
730 NORTH LA SALLE STREET.

Alderman Natarus (42nd Ward) presented a proposed order for the removal of two parking meters numbered 236/1077 and 236/1078 located at 730 North LaSalle Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- LIMITATION OF PARKING ON PORTION OF
WEST BELMONT AVENUE.

Alderman Hagopian (30th Ward) presented a proposed ordinance to limit the parking of vehicles to 30 minutes on the west side of West Belmont Avenue, from a point approximately 215 feet east of North LeClaire Avenue to a point 25 feet thereof, Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety.*

Referred-- PROHIBITION OF PARKING AT ALL TIMES
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety, as follows:*

Alderman	Location, Distance And Time
<i>TILLMAN</i> (3rd Ward)	South St. Lawrence Avenue, at 4634 (except for handicapped);
<i>T. EVANS</i> (4th Ward)	South Dorchester Avenue, at 5442 (except for handicapped);
<i>BLOOM</i> (5th Ward)	East 56th Street (south side) from a point 102 feet west of South Ellis Avenue to a point 20 feet west thereof; East 56th Street (north side) from a point 100 feet west of South Ellis Avenue to a point 30 feet west thereof;
<i>CALDWELL</i> (8th Ward)	South Ellis Avenue, at 7942 (except for handicapped);
<i>HUELS</i> (11th Ward)	South Lowe Avenue, at 2546, for approximately 25 feet (except for handicapped);
<i>FARY</i> (12th Ward)	South Washtenaw Avenue, at 4639 (except for handicapped); West 45th Street, at 2509 (except for handicapped); West 46th Street, at 2443 (except for handicapped);

Alderman	Location, Distance And Time
<i>MADRZYK</i> (13th Ward)	South Kolmar Avenue, at 5925 (except for handicapped); South Monitor Avenue, at 6222;
<i>BURKE</i> (14th Ward)	South Campbell Avenue, at 5204 (except for handicapped); South Talman Avenue, at 5728 (except for handicapped); South Whipple Street, at 5924 (except for handicapped);
<i>CARTER</i> (15th Ward)	South Justine Street, at 5201; West 68th Place, at 2150;
<i>LANGFORD</i> (16th Ward)	South Aberdeen Street, at 6609 (except for handicapped); South Loomis Boulevard, at 6630 (except for handicapped); South May Street, at 6953 (except for handicapped); South Morgan Street, 5753 (except for handicapped);
<i>SHEAHAN</i> (19th Ward)	West 110th Place, at 2515 (except for handicapped);
<i>GARCIA</i> (22nd Ward)	South Tripp Avenue, at 3007 (except for handicapped);
<i>KRYSTYNIAK</i> (23rd Ward)	West 55th Street, at 6217 (except for handicapped);

Alderman	Location, Distance And Time
<i>HENRY</i> (24th Ward)	South Homan Avenue, at 1118 (except for handicapped);
<i>GUTIERREZ</i> (26th Ward)	West Haddon Avenue, at 2744 (except for handicapped);
<i>SMITH</i> (28th Ward)	West Polk Street, at 3830 (except for handicapped);
<i>DAVIS</i> (29th Ward)	North Luna Avenue, at 1420 (except for handicapped);
<i>HAGOPIAN</i> (30th Ward)	North Kilpatrick Avenue, at 2457 (except for handicapped);
<i>MELL</i> (33rd Ward)	North Francisco Avenue, at 3915 (except for handicapped); North Spaulding Avenue, at 2950 (except for handicapped);
<i>AUSTIN</i> (34th Ward)	West 110th Place, at 1221 (except for handicapped); West 112th Place, at 1422 (except for handicapped);
<i>BANKS</i> (36th Ward)	North McVicker Avenue, at 2341 (except for handicapped);
<i>CULLERTON</i> (38th Ward)	North McVicker Avenue, at 4447 (except for handicapped);
<i>LAURINO</i> (39th Ward)	North Spokane Avenue, at 6416 (except for handicapped);

Alderman	Location, Distance And Time
<i>PUCINSKI</i> (41st Ward)	West Hyacinth Street, at 6355 (except for handicapped); North Melvina Avenue, at 6207 (except for handicapped);
<i>LEVAR</i> (45th Ward)	West Ainslie Street, at 5008 (except for handicapped); West Hutchinson Street, at 4707 (except for handicapped); North Mont Clare Avenue, at 4933 (except for handicapped);
<i>STONE</i> (50th Ward)	West Fargo Avenue, at 2449 (except for handicapped).

Referred -- PROHIBITION OF PARKING DURING SPECIFIED HOURS
AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles during the hours specified and at the locations designated, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>HUELS</i> (11th Ward)	South May Street, at 3231 (approximately 25 feet) -- 6:00 A.M. to 11:00 A.M. -- Monday through Friday;
<i>CARTER</i> (15th Ward)	South Hermitage Avenue, (west side) at 6936 -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday;

Alderman

Location, Distance And Time

GUTIERREZ (26th Ward)

North Western Avenue, (southeast corner) at 1547 -- 9:00 A.M. to 7:00 P.M. -- Monday through Friday.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION ON PORTION OF WEST
ADDISON STREET.

Alderman Banks (36th Ward) presented a proposed ordinance which would amend an ordinance passed on December 14, 1988 (C.J. p. 21514) by striking the words "West Addison Street (both sides) from 7100 to 7130 -- one hour -- 9:00 A.M. to 6:00 P.M. -- Monday through Sunday", relative to the prohibition of parking on that portion of West Addison Street and inserting in lieu thereof "West Addison Street (south side) from 7100 to 7130 -- one hour -- 9:00 A.M. to 6:00 P.M. -- Monday through Sunday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION ON PORTION OF SOUTH
MELVINA AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance which would amend an ordinance passed on January 14, 1987 (C.J. p. 4109) by striking the words "South Melvina Avenue (west side) from a point 45 feet north of West 62nd Street to a point 175 feet north thereof -- 8:00 A.M. to 3:00 P.M. -- on all school days" relative to the parking prohibition on that portion of South Melvina Avenue and inserting in lieu thereof "South Melvina Avenue (west side) from a point 45 feet north of West 62nd Street to a point 243 feet north thereof -- 8:00 A.M. to 3:00 P.M. -- on all school days", which was *Referred to the Committee on Traffic Control and Safety*.

Referred-- DISCONTINUANCE OF PARKING PROHIBITION ON
PORTION OF NORTH FRANCISCO AVENUE.

Alderman Mell (33rd Ward) presented a proposed ordinance which would amend an ordinance passed on March 30, 1988 (C.J. p. 11666) by discontinuing the parking prohibition on the east side of North Francisco Avenue, from West Irving Park Road to the first alley south thereof, which was *Referred to the Committee on Traffic Control and Safety*.

Referred-- DISCONTINUANCE OF PARKING PROHIBITION ON
PORTION OF SOUTH MOODY AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance which would amend an ordinance passed on September 23, 1987 (C.J. pp. 4094 -- 4109) by discontinuing the parking prohibition on the east side of South Moody Avenue, from a point 270 feet north of West 52nd Street to a point 25 feet north thereof -- Handicapped Parking Permit Number 1764, which was *Referred to the Committee on Traffic Control and Safety*.

Referred-- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING
ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
ROBINSON (6th Ward)	South Indiana Avenue (both sides) in the 9400 block -- at all times;
MADRZYK (13th Ward)	West 62nd Place (both sides) from 3216 to 3256 and 3213 to 3255;
STREETER (17th Ward)	South Perry Avenue (both sides) in the 8000 block -- at all times.

Referred -- DISCONTINUANCE OF RESIDENTIAL PERMIT PARKING
ZONE ON PORTION OF WEST 22ND PLACE.

Alderman Soliz (25th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the residential permit parking zone at 2740 West 22nd Place, 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 and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
T. EVANS (4th Ward)	East 49th Street and South Cornell Avenue (in front of the garage doors of Newport Condominium);
NATARUS (42nd Ward)	East Delaware Place, at 201 -- at all times -- daily; East Walton Street, from North Rush Street to North Mies Van Der Rohe -- at all times -- daily (except when loading and unloading);
HANSEN (44th Ward)	West Buckingham Place, at 701 -- at all times -- no exceptions (between two handicapped parking spaces at the ramp).

Referred -- INSTALLATION OF AUTOMATIC TRAFFIC CONTROL
SIGNALS AT INTERSECTION OF WEST 34TH STREET
AND SOUTH HALSTED STREET.

Alderman Huels (11th Ward) presented a proposed order for the installation of an automatic traffic control signal at the intersection of West 34th Street and South Halsted Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- INSTALLATION OF TRAFFIC SIGNS AT
SPECIFIED 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>ROBINSON</i> (6th Ward)	East 92nd Place, at South Langley Avenue -- "Stop"; East 92nd Place, at South St. Lawrence Avenue -- "Stop";
<i>SHAW</i> (9th Ward)	South Lowe Avenue, at West 124th Street -- "Stop";
<i>FARY</i> (12th Ward)	South California Avenue, at West 26th Street -- "Stop";
<i>MADRZYK</i> (13th Ward)	West 63rd Place and South Latrobe Avenue -- "Stop"; West 78th Place and South Ridgeway Avenue -- "Stop";

Alderman	Location And Type Of Sign
<i>STREETER</i> (17th Ward)	South Stewart Avenue, at West 80th Street -- "Stop";
<i>KRYSTYNIAK</i> (23rd Ward)	Entrances to the north-south alley bounded by West 62nd Street, West 63rd Street, South Natoma Avenue and South Nashville Avenue -- "Thru Traffic Prohibited"; Entrances to the "T" alley bounded by West 62nd Street, West 63rd Street, South Normandy Avenue and South Natoma Avenue -- "Thru Traffic Prohibited";
<i>GUTIERREZ</i> (26th Ward)	West Walton Street, at North Richmond Street -- "Stop";
<i>LAURINO</i> (39th Ward)	North Spaulding Avenue and West Berwyn Avenue -- "Stop";
<i>O'CONNOR</i> (40th Ward)	North Ravenswood Avenue and West Catalpa Avenue -- "Three-Way Stop";
<i>PUCINSKI</i> (41st Ward)	North Avondale Avenue, at 6323 -- "Loading Zone";
<i>EISENDRATH</i> (43rd Ward)	West Altgeld Street and North Southport Avenue -- "Four-Way Stop"; North Lakewood Avenue, at West Belden Avenue -- "Stop";
<i>LEVAR</i> (45th Ward)	West Agatite Avenue, at North Lakewood Avenue -- "Stop"; North Marmora Avenue and West Ardmore Avenue -- "Three-Way Stop";

Alderman	Location And Type Of Sign
	West Montrose Avenue and North Elston Avenue -- "No Right Turn On Red";
<i>SCHULTER</i> (47th Ward)	West Berteau Avenue, at North Claremont Avenue -- "Stop";
<i>OSTERMAN</i> (48th Ward)	North Magnolia Avenue and West Victoria Street -- "Four-Way Stop";
<i>STONE</i> (50th Ward)	West Estes Avenue, at North Bell Avenue -- "Stop"; West Estes Avenue, at North Oakley Avenue -- "Stop".

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
"NO PARKING" SIGNS ON PORTION OF
WEST SEMINOLE AVENUE.

Alderman Pucinski (41st Ward) presented a proposed ordinance which would amend an ordinance passed on March 9, 1983 (C.J. p. 19301) by striking the words "No parking from 7:00 A.M. to 4:00 P.M. on both sides of West Seminole Avenue between North Harlem Avenue and North Octavia Avenue", relative to the parking signs on that portion of West Seminole Avenue and inserting in lieu thereof "Residential permit parking zone on both sides of West Seminole Avenue between North Harlem Avenue and North Octavia Avenue -- at all times", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- INSTALLATION OF APPROPRIATE TRAFFIC SIGNALS
OR SIGNS AT INTERSECTION OF NORTH CLARK STREET
AND WEST BERWYN AVENUE.

Alderman O'Connor (40th Ward) and Alderman Osterman (48th Ward) presented a proposed order to give consideration to either the installation of automatic traffic control signals at the intersection of North Clark Street and West Berwyn Avenue or the erection of stop signs for north and southbound traffic on North Clark Street, at the intersection of West Berwyn Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF FIVE TON WEIGHT LIMIT
ON PORTION OF WEST CULLOM AVENUE.

Alderman Levar (45th Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles on West Cullom Avenue, in the 4800 and 4900 blocks, between North Cicero Avenue and North Milwaukee Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented nine proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN ROBINSON (6th Ward):

To classify as an R2 Single-Family Residence District instead of a B2-2 Restricted Retail District the area shown on Map No. 18-E bounded by

a line 25.11 feet north of and parallel to East 78th Street; the alley next east of and parallel to South Eberhart Avenue; East 78th Street; South Eberhart Avenue.

To classify as a B2-1 Restricted Retail District instead of a B4-1 Restricted Service District the area shown on Map No. 24-E bounded by

East 95th Street; a line 125 feet east of and parallel to South Calumet Avenue; the alley next south of and parallel to East 95th Street; South Calumet Avenue.

BY ALDERMAN HUELS (11th Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 8-F bounded by

the center line of South Normal Avenue to a line 285 feet north of and parallel to West 37th Street to the center line of the first alley west of South Normal Avenue; and a line 335 feet north of and parallel to West 37th Street.

BY ALDERMAN KRYSTYNIAK (23rd Ward):

To classify as a C1-1 Restricted Commercial District instead of an R2 Single-Family Residence District the area shown on Map No. 12-K bounded by

the alley next north of West 55th Street; a line 59.10 feet west of and parallel to South Kilpatrick Avenue; West 55th Street; and the alley next west of South Keating Avenue.

BY ALDERMAN KRYSTYNIAK (23rd Ward) and

BY ALDERMAN FARY (12th Ward):

To classify as a C1-1 Restricted Commercial District instead of B4-1 Restricted Service, B4-2 Restricted Service and C2-1 General Commercial Districts the area shown on Map Nos. 10-L and 12-L bounded by

South Laramie Avenue; the alley next north of and parallel to West 47th Street; South Lawler Avenue; West 47th Street; South Lamont Avenue; the alley next west of and parallel to South Cicero Avenue; West 47th Street; South Cicero Avenue; the alley next south of and parallel to West 47th Street; South Laramie Avenue.

BY ALDERMAN GABINSKI (32nd Ward):

To classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 7-G bounded by

West Montana Street; a line 100 feet west of the alley next west of North Greenview Avenue; the alley next south of West Montana Street; and the alley next east of North Ashland Avenue.

BY ALDERMAN KOTLARZ (35th Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 7-J bounded by

North Ridgeway Avenue; a line 275 feet southwest of and parallel to West Oakdale Avenue; the alley next southeast of and parallel to North Ridgeway Avenue; a line 300 feet southwest of and parallel to West Oakdale Avenue.

BY ALDERMAN EISENDRATH (43rd Ward):

To classify as an R4 General Residence District instead of a B4-2 Restricted Service District the area shown on Map No. 5-G bounded by

the alley next north of and parallel to West Webster Avenue; North Clifton Avenue; West Webster Avenue; North Seminary Avenue; the alley next south of and parallel to West Webster Avenue; North Racine Avenue; West Webster Avenue; and the alley next east of and parallel to North Racine Avenue or the line thereof extended where no alley exists.

To classify as a B2-3 Restricted Retail District instead of a B4-3 Restricted Service District the area shown on Map No. 5-F bounded by

West Armitage Avenue; North Lincoln Avenue; a line from a point 123 feet southeast of West Armitage Avenue along the southwesterly line of North Lincoln Avenue or the line thereof if extended where no line exists, to a point 54.52 feet east of North Sedgwick Street and 106.9 feet south of the intersection of the east line of North Sedgwick Street and the southwest line of North Lincoln Avenue; North Sedgwick Street; a line 72 feet south of West Armitage Avenue; and the alley next west of and parallel to North Sedgwick Street.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented one hundred seventy-five proposed claims against the City of Chicago for the claimants named as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

Alderman	Claimant
<i>ROTI</i> (1st Ward)	400 South Green Street Loft Condominium Association; Mergenthaler Building Condo Association; The 400 Condominium Association;
<i>T. EVANS</i> (4th Ward)	Drexel Avenue And Square Condominium; Mr. Frederick J. Siebert; Turner House Condominium Association; Fairfield Condominium Association;
<i>BLOOM</i> (5th Ward)	2024 -- 2034 East 72nd Place Winston South Condominium Association; 5750 South Kenwood Co-op; 5474 -- 5476 South Everett Avenue Condominium Association; 56th Kimbark Condominium Association;

Alderman

Claimant

Lake Terrace Condominium
Association;

1400 -- 1412 East 56th Street
Condominium Association;

Midway View Apartment Building
Corporation;

Chelsea Condominium Association;

7355 South Shore Drive Condominium
Association;

7355 Condominium Association;

ROBINSON (6th Ward)

Ms. Anna Marie Maclin;

MADRZYK (13th Ward)

Ford City Condominium Association;

South Homan Condo Association;

Courtyard Condominium Association;

Kings Court Condominium Phase II;

Springfield Court Condominium
Association;

BURKE (14th Ward)

Mr. Raymond Chavez;

CARTER (15th Ward)

Ollie Whitaker;

KELLAM (18th Ward)

Ms. Nancy Sweyer;

7800 South Winchester Condominium
Association;

Alderman

Claimant

SHEAHAN (19th Ward)

Mr. Charles N. Edmonds;

KRYSTYNIAK (23rd Ward)

6416 West 64th Condo Association;

Clear Ridge Condominiums II
Association;

Wimbledon Courts 3;

Three Oaks Condominium;

Archer Ridge Condominium
Association;

6740 West 64th Place Corporation;

6724 West 64th Place Corporation;

6714 West 64th Place Condominium;

Ms. Jeanette C. Franczyk;

Mr. Robert Culgn;

DAVIS (29th Ward)

Mrs. Shirley Rebolledo;

Mr. Larry Hopewell;

KOTLARZ (35th Ward)

Belle Plaine Condominium Association;

BANKS (36th Ward)

Galewood North Condo;

Oakfield North Condominium
Association;

2151 North Harlem Building
Association;

Galewood South Condominium;

6555 West Belmont Condo Association;

Alderman	Claimant
	Neenah Manor Condominium Association;
<i>GILES</i> (37th Ward)	Helene Curtis Distribution Warehouse Facility;
<i>CULLERTON</i> (38th Ward)	Narragansett Condo;
<i>NATARUS</i> (42nd Ward)	201 East Walton Condominium Association;
	200 East Delaware Condominium Association;
	990 Homeowners Association;
	The 1150 Condominium Association;
	Newberry Mansion, Incorporated (3);
	860 Lake Shore Drive Trust;
	175 East Delaware Place Homeowner's Association;
	1212 Lake Shore Drive Condominium;
	1010 Lake Shore Association;
	201 East Chestnut Condominium Association;
	Delaware Building Corporation (2);
	227 -- 237 East Delaware Place Corporation;
	The Drake Tower Apartments, Incorporated;
<i>EISENDRATH</i> (43rd Ward)	515 Wrightwood Condominium Association;

Alderman

Claimant

Wrightwood Condominium Association;

The Brighton Of Lincoln Park
Condominium Association;Dickens Court Condominium
Association;Lincoln Park Tower Condominium
Association;

915 West Montana Condominium;

Belden Condominium Association;

226 Lakeview Condominium
Association;

North Park Tower Cooperative;

Astor-Banks Condominium Association;

2800 Lake Shore Drive Condominium
Association;1651 North Dayton Homeowners
Association;2201 North Cleveland Condominium
Association;

1660 Condominium Association;

1418 North Lake Shore Drive
Condominium Association;1448 Lake Shore Drive Building
Corporation;Twelve Nine Astor Building
Corporation;Belden-Commonwealth Condominium
Association;

Alderman

Claimant

2309 -- 2319 Commonwealth
Condominium Association;

1255 North State Parkway
Condominium Association;

Astor Villa Condominium Association;

Walpole Point Owners Association;

607 Wrightwood Condominium
Association;

HANSEN (44th Ward)

424 -- 428 West Wellington Chicago,
Illinois 60657 Association;

656 Buckingham Condominium
Association;

Waterloo Court Condominium
Association;

Victorian Lane Condominium
Association;

The 549 -- 551 Oakdale Condominium
Association (2);

554 -- 556 Roscoe Condominium
Association;

Wellington Place Condominium
Association;

3180 Condominium Association;

607 -- 613 West Melrose Condominium
Association;

659 West Aldine Condominium
Association;

2909 North Sheridan Road
Condominium Homes Association;

Alderman

Claimant

Magnolia-Grace Condominium
Association;

Addison Court Condominium
Association;

Belmont-Cambridge Condominium
Association;

Commonwealth Plaza Condominium
Association;

Aldine Condominium Association;

Stratford Condominium Association;

601 -- 609 West Wellington
Condominium Association;

The 549 -- 551 Oakdale Condominium
Association;

Harbor House Condominium
Association;

LEVAR (45th Ward)

Higgins Manor Condominium
Association;

Kedvale Terrace Condominium
Association;

Windsor West Condominium
Association;

Mason Terrace Condominium;

Ms. Norma Sweeney;

Winder Lane Condominium
Association (2);

Mango Garden Condominium;

The 4850 -- 4852 -- 4854 North Linder
Building;

2/1/89

NEW BUSINESS PRESENTED BY ALDERMEN

*24763

Alderman

Claimant

4105 -- 4113 West Cullom Condominium
Association;

Wilson Court Condominium;

Park Lawrence Condominium
Association;

Higgins Court Condominium
Association;

Keystone Manor Condominium
Association;

Windsor House Condominium
Association;

5312 Windsor Condominium
Association;

Board Of Managers Of Sans Souci
Condominium;

SHILLER (46th Ward)

Camelot Court Condominium
Association;

720 Gordon Terrace Condominium
Association;

3950 North Lake Shore Drive
Condominium Association;

4640 North Kenmore Condominium
Association;

3900 Lake Shore Drive Condominium
Association;

706 -- 708 West Cornelia Condominium
Association;

Alderman

Claimant

SCHULTER (47th Ward)

Buena Vista Condominium;

Paulina Terrace Condominium
Association;

4414 -- 4416 North Ashland
Condominium Association;

OSTERMAN (48th Ward)

5404 -- 5406 North Glenwood
Condominium Association;

El Lago Condominium Association;

East Point Condominium Association;

Andersonville Condo. Association;

5000 Marine Drive Corporation;

Park Place Condominium Association;

ORR (49th Ward)

Chaseland Condominium Association;

Greenleaf Beach Condominium
Association;

1220 -- 1222 West Sherwin Avenue
Condominium Association;

Copper Beeches Condominium
Association;

7400 Sheridan Condominium
Association;

The 7227 North Ridge Condominium
Association;

1441 West Farwell Condominium
Associates;

Marbella Condominium Association;

Alderman

Claimant

1634 -- 1636 Greenleaf Condominium
Association;

1720 -- 1722 Estes Home Owners
Association;

1512 -- 1514 West Jonquil Terrace
Condominium Association;

Columbian Condominium Association,
Incorporated;

Stratford House On The Lake,
Incorporated;

Juneway Building Corporation;

2107 West Jarvis Condominium
Association;

Pratt on the Lake Condominium
Association;

Jarvis On The Lake Condominium
Association;

North Shore Condominium
Association;

Farwell Beach Condominium
Association;

Farwell Estates Condominium
Association;

Glenwood Health Club & Condominium
Association;

Lake Terrace Townhome Owners'
Association;

Jarvis Court Condominium Association;

Chase-Ashland Condominium
Association;

Alderman

Claimant

STONE (50th Ward)

Riviera Condominium Association;

Home By The Park Condominium;

Bellmore Apartments, South
Association, Incorporated;Winston Towers II Condominium
Association;Stanford Courts Homeowners
Association;Park Castle Condominium
Association;

Granville Gardens Condo. Association;

Stone Terrace Condominium
Association;Indian Boundary Court Condominium
Association;Winchester Court 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):

DRAFTING OF ORDINANCES FOR VACATION OF
SPECIFIED PUBLIC ALLEYS.

Two proposed orders reading as follows (the italic heading in each case not being a part of the order):

Portion Of Public Alleys Bounded By West Court Place,

West Washington Street, North Wells Street And

North LaSalle Street.

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the north-south 10-foot public alley running south from West Court Place together with the north 8 inches of the east-west 10-foot public alley running east from North Wells Street, all in the block bounded by West Court Place, West Washington Street, North Wells Street and North LaSalle Street for Ahmanson Commercial Development Company (No. 9-1-89-1322); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Portion Of Public Alley Bounded By West Gladys Avenue,

West Van Buren Street, South Throop Street

And South Racine Avenue.

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the north-south 16-foot public alley in the block bounded by West Gladys Avenue, West Van Buren Street, South Throop Street and South Racine Avenue (No. 17-1-89-1318); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Roti moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon each of the foregoing proposed orders. The motion *Prevailed*.

On motion of Alderman Roti, the foregoing proposed orders were *Passed*.

Referred -- RATIFICATION OF 1982 PAYMENT OF FUNDS
TO CHICAGO TRANSIT AUTHORITY FOR
SECURITY SERVICES.

Also, a proposed ordinance to ratify the payment of funds in 1982 for security services to the Chicago Transit Authority and further to release and relinquish all claims that the city may have against the Chicago Transit Authority or security contractor for expenditures therein, which was *Referred to the Committee on Finance*.

Referred -- ESTABLISHMENT OF BUS STAND ON PORTION
OF NORTH HARBOR DRIVE.

Also, a proposed ordinance to establish a bus stand along the west curb of North Harbor Drive from a point 25 feet north of the north property line of East Randolph Street to a point 90 feet north thereof, pursuant to Chapter 27, Section 27-412 of the Municipal Code, which was *Referred to the Committee on Local Transportation*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS
FOR VARIOUS PURPOSES.

Also, five proposed ordinances to grant permission and authority to the organizations listed for the purposes specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Burnham Park Plaza Association -- to install, maintain and use decorative lights on individual poles to be mounted on the public sidewalk adjacent to the premises at 818 -- 826 South Wabash Avenue;

Burlington Northern, Incorporated -- to maintain and use insulated aerial cables for supplying electric current for automatic traffic control signals located over and along portions of West Cermak Road, South Sangamon Street, West Canalport Avenue, West 21st Street, West Cullerton Street, West 19th Place, West 19th Street, West 18th Street and West 18th Place;

Management Metropolitan Services -- to maintain and use sample basins under North Stetson Street and East South Water Street adjacent to the premises at 201 East Wacker Drive;

Wacker-Adams Associates -- to erect and maintain decorative lighting sconce fixtures adjacent to the premises at 125 South Wacker Drive; and

900 South Wabash Associates -- to install, maintain and use decorative lights on individual poles to be mounted onto the public sidewalk adjacent to the premises at 900 South Wabash Avenue.

Referred -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING
CANOPY AT 200 EAST RANDOLPH DRIVE.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Amoco Properties, Incorporated for the maintenance and use of an existing canopy attached to the building or structure at 200 East Randolph Drive, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION
OF EAST WACKER DRIVE FOR "EXECUTION"
STATIONARY BICYCLE RACE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Porter/Novelli of the Omnicom P. R. Network to close to traffic the two north lanes of East Wacker Drive, between North Michigan Avenue and North Columbus Drive, for the "Execution" stationary bicycle race, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

ALDERMAN TILLMAN (3rd Ward):

ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD AT
5401 SOUTH WENTWORTH AVENUE.

A proposed order reading as follows:

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Novak Electrical Sign Company, 6965 West Fletcher Street, Chicago, Illinois 60634, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5401 South Wentworth Avenue, Grand Boulevard Plaza:

Dimensions: length, 10 feet 0 inches; height, 30 feet 0 inches
Height Above Grade/Roof to Top of Sign: 30 feet 0 inches
Total Square Foot Area: 300 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Alderman Tillman moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed*.

On motion of Alderman Tillman, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Presented By

ALDERMAN T. EVANS (4th Ward):

**BUILDING DECLARED PUBLIC NUISANCE AND
ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The building located at 558 East 43rd Street is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The building located at 558 East 43rd Street is declared a public nuisance, and the Commissioner of Inspectional Services is hereby authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall be effective upon its passage.

Alderman T. Evans 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 T. Evans, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Presented By

ALDERMAN BLOOM (5th Ward):

Referred -- EXEMPTION OF UNIVERSITY OF CHICAGO FROM
ALL CITY PERMIT AND LICENSE FEES
UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing inclusive exemptions from all city permit and license fees for the year 1989 to the University of Chicago under its not-for-profit status, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN ROBINSON (6th Ward):

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION
OF EAST 85TH STREET AND SPECIFIED PUBLIC
ALLEY FOR SCHOOL PURPOSES.

A proposed order directing the Commissioner of Public Works to grant permission to Ms. Gladys J. Adams-Ray of the John T. Pirie Elementary School to close to traffic that part of East 85th Street at South St. Lawrence Avenue and the alley at East 85th Street and South St. Lawrence Avenue by placing barricades in the areas aforementioned during the 1989 -- 1990 school year, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN BEAVERS (7th Ward):

Referred -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING
CANOPY AT 9046 -- 9058 SOUTH
COMMERCIAL AVENUE.

A proposed order directing the Commissioner of General Services to issue a permit to F. W. Woolworth Company for the maintenance and use of a canopy attached to the building or structure at 9046 -- 9058 South Commercial Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN CALDWELL (8th Ward):

TRIBUTE TO LATE MRS. CHARLOTTE "SWEETER,
BIG MAMA" JOHNSON.

A proposed resolution reading as follows:

WHEREAS, God in his infinite wisdom has called to her eternal reward Charlotte "Sweeter, Big Mama" Johnson, longtime concerned citizen; and

WHEREAS, Charlotte "Sweeter, Big Mama" Johnson was born October 27, 1909; and

WHEREAS, Charlotte Johnson worked in the stockyards in her early years. Later, she joined the clothing industry and worked her way up in the Amalgamated Clothing Workers Union of America. She worked for many years at the Kuppenheimer clothing plant and later was employed by Craigmore; and

WHEREAS, Charlotte "Sweeter, Big Mama" Johnson was married for many years to the late George Johnson; and

WHEREAS, Charlotte "Sweeter, Big Mama" Johnson was a dedicated member of the Queen Esther Club and the Late Daters Social Club. She was an active member of Liberty Baptist Church for more than fifty years; and

WHEREAS, A model family woman, Charlotte "Sweeter, Big Mama" Johnson leaves behind a daughter, a son-in-law, three sisters, one brother-in-law and many, many nieces, nephews and a host of friends; now; therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 1st day of February, 1989, A.D., do hereby express our sorrow on the passing of Charlotte "Sweeter, Big Mama" Johnson, and extend to her family and many friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to her family.

Alderman Caldwell moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Caldwell, the foregoing proposed resolution was *Adopted* unanimously by a rising vote.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 194A
(CHICAGO ZONING ORDINANCE) ARTICLE 3.2 BY
EXCLUDING CERTAIN SPACE FROM
FLOOR AREA CALCULATIONS.

Also, a proposed ordinance to amend Chapter 194A of the Municipal Code, also known as the Chicago Zoning Ordinance, Article 3.2 by excluding required accessory off-street parking or loading space from the calculation of floor area ratios, which was *Referred to the Committee on Zoning*.

Referred -- AMENDMENT OF MUNICIPAL CODE 194A (CHICAGO
ZONING ORDINANCE) ARTICLE 7.4-1 BY CLASSIFYING
EARTH STATION ANTENNAS UNDER CATEGORY
OF "SPECIAL USES".

Also, a proposed ordinance to amend Chapter 194A of the Municipal Code, also known as the Chicago Zoning Ordinance, Article 7.4-1 by classifying earth station antennas under the category of "special use" and eliminating previous reference under the category of "public utilities and public service uses", which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN SHAW (9th Ward):

TRIBUTE TO LATE MR. WILLARD MELVIN BOND.

A proposed resolution reading as follows:

WHEREAS, God in his infinite wisdom has called to his eternal reward Willard Melvin Bond, a great humanitarian and citizen; and

WHEREAS, A native of Michigan, Willard Bond spent much of his youth in Ohio before coming to Chicago in the early 1940s. He went into business for himself and operated a garage business for fifteen years on Chicago's near north side. Later he joined General Motors and retired in 1979; and

WHEREAS, Willard Bond was a devoted family man. He and his wife, Mary had one daughter and one son. In addition, he had three stepsons, seventeen grandchildren and three great-grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 1st day of February, 1989, A.D., do hereby express our sorrow on the passing of Willard Melvin Bond, and extend to his fine family and many friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Willard M. Bond.

Alderman Shaw moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Shaw, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 189
BY ADDING NEW SECTIONS 189-9 THROUGH 189-12
TO REGULATE INSTALLATION OF
PAY TELEPHONES.

Also, a proposed ordinance to amend Chapter 189 of the Municipal Code by adding thereto four new sections to be known as Sections 189-9 through 189-12 which would require the purchase of a ten dollar city permit prior to any installation of pay telephones, assign responsibility to the Department of Revenue for the issuance of permit application forms, and require the posting of a sign adjacent each telephone regarding telephone service information, which was *Referred to the Committee on Finance*.

Referred -- COMMITTEE ON FINANCE URGED TO INVESTIGATE
ADDITIONAL FEE CHARGED TO CABLE TELEVISION
CONSUMERS BY CHICAGO CABLE TV.

Also, a proposed resolution urging the Committee on Finance to investigate the new policy of Chicago Cable TV to charge a fee to cable television consumers for each additional installation of a cable box and to determine whether the aforesaid policy should be rescinded for those customers who contracted for cable services prior to January, 1989, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN VRDOLYAK (10th Ward):

Referred -- ISSUANCE OF PERMIT TO ERECT SIGNS/SIGNBOARDS
AT SPECIFIED LOCATIONS.

Two proposed orders directing the Commissioner of Inspectional Services to issue sign permits to Selby Industries, Incorporated for the erection of signs/signboards at the locations listed below, which were *Referred to the Committee on Zoning*, as follows:

Erection of sign/signboard at I-90 and South Avenue M for Selby Industries/USA Outdoor, Incorporated; and

Erection of sign/signboard at 3159 East 95th Street for Selby Industries/USA Outdoor, Incorporated.

Presented By

ALDERMAN HUELS (11th Ward):

Referred -- APPROVAL OF PROPERTIES AT SPECIFIED LOCATIONS AS
CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

Two proposed resolutions to approve the properties listed below as Class 6(b) and appropriate for tax incentives under the Cook County Real Property Assessment Classification Ordinance, which was *Referred to the Committee on Finance*, as follows:

4300 South Packers Street; and

4025 South Princeton Avenue.

Presented By

ALDERMAN FARY (12th Ward):

Referred--ISSUANCE OF PERMIT TO MAINTAIN EXISTING
CANOPY AT 3521 SOUTH ARCHER AVENUE.

A proposed order directing the Commissioner of General Services to issue a permit to Archer Federal Savings and Loan Association for the maintenance and use of an existing canopy attached to the building or structure at 3521 South Archer Avenue, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN MADRZYK (13th Ward):

CONGRATULATIONS AND BEST WISHES EXTENDED TO
MR. LOU BENZ ON HIS RETIREMENT FROM
PUBLIC SERVICE.

A proposed resolution reading as follows:

WHEREAS, A baby boy was born to Louis and Lena Benz on September 10, 1915 and was named Louis; and

WHEREAS, Lou attended Tilden High School where his prowess in football and track became legendary; and

WHEREAS, Lou was inducted into the Tilden Hall of Fame on November 19, 1982; and

WHEREAS, Lou was sworn in as a member of the Board of Directors of the Tilden Hall of Fame in January, 1989; and

WHEREAS, Lou played football for the University of Texas and 124th Field Artillery; and

WHEREAS, Lou married Jean Williams on October 5, 1940 and they were blessed with four children, Marylyn, Jack, Jim and Luann and with five grandchildren; and

WHEREAS, Lou has been a member in good standing of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers, and Helpers since August 19, 1941 and a City Boiler Inspector since November 15, 1951; and

WHEREAS, Lou and Jean have lived in the great 13th Ward on the southwest side; and

WHEREAS, Lou retired from the City of Chicago, Department of Inspectional Services on October 12, 1988 after 37 years of service; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago do hereby extend our sincere appreciation to Lou Benz for his many years of dedicated service, congratulate him on his well deserved retirement, and wish him and Jean continued good health and happiness in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for Lou Benz.

Alderman Madrzyk moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Madrzyk, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 30 BY
ADDING NEW SECTIONS 30-23 THROUGH 30-25 TO
CLARIFY PROCEDURES FOR HONORARY
STREET NAMES.

Also, a proposed ordinance to amend Chapter 30 of the Municipal Code by adding thereto three new sections to be known as Sections 30-23 through 30-25 which would clarify the procedures to designate honorary street names, in addition to the official name of a public way, require prior aldermanic approval of said proposals and charge all sign placement costs to the requesting organization, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN CARTER (15th Ward):

Referred -- DEPARTMENT OF AGING AND DISABILITY URGED TO APPEAR
BEFORE COMMITTEE ON AGING AND DISABLED TO EXCHANGE
INFORMATION CONCERNING IMPROVEMENT OF CITY
SERVICE TO SENIOR CITIZENS AND DISABLED.

A proposed resolution urging the Department of Aging and Disability to appear before the Committee on Aging and Disabled to discuss ideas and exchange information concerning more expedient and efficient means for providing city services to the elderly and handicapped, which was *Referred to the Committee on Aging and Disabled*.

Presented By

ALDERMAN STREETER (17th Ward):

BUILDINGS DECLARED PUBLIC NUISANCES AND
ORDERED DEMOLISHED.

Two proposed ordinances reading as follows (the italic heading in each case not being a part of the ordinance):

7919 South Halsted Street.

WHEREAS, The building located at 7919 South Halsted Street is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The building located at 7919 South Halsted Street is declared a public nuisance, and the Commissioner of Inspectional Services is hereby authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall be effective upon its passage.

7301 South Union Avenue/649 -- 651 West 73rd Street.

WHEREAS, The buildings located at 7301 South Union Avenue/649 -- 651 West 73rd Street (corner building) is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The buildings located at 7301 South Union Avenue/649 -- 651 West 73rd Street (corner building) is declared a public nuisance, and the Commissioner of Inspectional Services is hereby authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall be effective upon its passage.

Alderman Streeter moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon each of the foregoing proposed ordinances. The motion *Prevailed*.

On motion of Alderman Streeter, each of the foregoing proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL
POLICE EMPLOYED BY TRUE TEMPLE OF SOLOMON.

Also, a proposed ordinance requiring True Temple of Solomon to pay a ten dollar license fee for each of the special police employed therein, pursuant to Chapter 173, Section 173-6 of the Municipal Code, which was *Referred to the Committee on Finance.*

Referred -- PERMISSION TO OPERATE NEWSSTAND AT WEST
79TH STREET AND SOUTH ASHLAND AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Wallace Stamps for the operation of a newsstand on the northeast corner of West 79th Street and South Ashland Avenue on a daily basis, which was *Referred to the Committee on Streets and Alleys.*

Referred -- CHICAGO BOARD OF EDUCATION DIRECTED TO ESTABLISH
OFFICE OF DIRECTOR OF DRUG ADMINISTRATION FOR
IMPLEMENTATION AND OVERSIGHT OF DRUG
ABUSE EDUCATIONAL PROGRAMS.

Also, a proposed resolution directing the Chicago Board of Education to establish the office of Director of Drug Administration who shall be responsible for the implementation and oversight of drug abuse educational programs throughout the public school system, which was *Referred to the Committee on Health.*

Presented By

**ALDERMAN KELLAM (18th Ward) And
ALDERMAN STREETER (17th Ward):**

Referred -- CITY COUNCIL REQUESTED TO APPROVE
DESIGNATION OF 79TH-ASHLAND AREA AS
BLIGHTED COMMERCIAL DISTRICT.

A proposed order requesting the City Council to approve the designation of the 79th-Ashland Area as a blighted commercial district pursuant to the recommendations of the Commercial District Development Commission, which was *Referred to the Committee on Economic Development*.

Presented By

ALDERMAN J. EVANS (21st Ward):

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 9993 SOUTH THROOP STREET.

A proposed order directing the Commissioner of Inspectional Services to issue a sign permit to National Signs, Incorporated for the erection of a sign/signboard at 9993 South Throop Street for Little Zion Bible Church, which was *Referred to the Committee on Zoning*.

Presented By

**ALDERMAN J. EVANS (21st Ward) And
ALDERMAN ROBINSON (6th Ward):**

CONGRATULATIONS EXTENDED TO ABBOTT PARK CHEERLEADERS
ON WINNING FOURTH ANNUAL INTERNATIONAL OPEN
CHEERLEADING CHAMPIONSHIP.

A proposed resolution reading as follows:

WHEREAS, At the 4th Annual International Open Cheerleading Championship held in Nashville, Tennessee, a cheerleading team made up of ten Chicago junior high school students, the Abbott Park Team, won first place; and

WHEREAS, There were 8,000 cheerleaders and sponsors from over 40 states participating in the competition; and

WHEREAS, The students won both individual trophies and a team trophy, as well as a certificate towards the purchase of new uniforms; and

WHEREAS, Their proud coaches are Edward Maye and Carolyn Palmer; and

WHEREAS, The dedicated and hardworking team members are: Johnice Brumfield, Kenika Carter, Lisa Denne, Linita Digby, Niaya Howard, Jaqui Jones, Tracy Maye, Melissa Murphy, LaCael Palmer and Shanieka Williams; and

WHEREAS, It was a credit to the girls' commitment and enthusiasm that they were able to form a unified team, for they come from nine different schools; now, therefore,

Be It Resolved, That the City of Chicago extend congratulations to the Abbott Park Cheerleaders on winning the 4th Annual International Open Cheerleading Championship; that we praise the girls' hard work and spirit; and that we wish all of them success in the future; and

Be It Further Resolved, That a suitable copy of this preamble and resolution be presented to each of the team members and their coaches with our esteem and best wishes.

Alderman J. Evans moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman J. Evans, seconded by Aldermen T. Evans, Jones and Langford, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

At this point in the proceedings, Acting Mayor Eugene Sawyer invited the Abbott Park Cheerleaders and their coaches Mr. Edward Maye, and Ms. Carolyn Palmer to the Mayor's rostrum. The cheerleading squad gave a sampling of their cheering prowess by dedicating a cheer to Acting Mayor Sawyer and the City Council.

Presented By

ALDERMAN GARCIA (22nd Ward):

Referred-- GRANT OF PRIVILEGE TO RAYNER, RINN-SCOTT,
INCORPORATED FOR OPERATION OF SWITCH TRACK.

A proposed ordinance to grant permission and authority to Rayner, Rinn-Scott, Incorporated for the operation of an existing switch track located on and across the street grade at South Troy Street near West 28th Street, which was *Referred to the Committee on Streets and Alleys*.

Referred-- ILLINOIS CONGRESSIONAL DELEGATION URGED TO
OPPOSE REDUCTION OR ELIMINATION OF FEDERAL
FUNDING FOR SPECIFIED PROGRAMS.

Also, five proposed resolutions urging the Illinois Congressional Delegation to oppose any proposed reduction in or elimination of the United States 1990 Fiscal Budget allocations for the Department of Transportation, the Legal Service Corporation, the Community Services Block Grant program, the "SLIAG" program and the Urban Development Action Grant program.

Alderman Garcia moved to suspend the rules temporarily to permit immediate consideration of and action upon the said proposed resolutions. The motion was lost by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, T. Evans, Bloom, Carter, Streeter, Jones, J. Evans, Garcia, Soliz, Gutierrez, Butler, Smith, Davis, Figueroa, Kotlarz, Eisendrath, Shiller, Osterman, Orr -- 20.

Nays -- Aldermen Roti, Robinson, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Langford, Kellam, Sheahan, Krystyniak, Hagopian, Mell, Austin, Banks, Cullerton, Laurino, Pucinski, Natarus, Hansen, Levar, Stone -- 22.

Thereupon, on motion of Alderman Beavers, the said proposed resolutions were *Referred to the Committee on Intergovernmental Relations*.

Presented By

**ALDERMAN GARCIA (22nd Ward) And
ALDERMAN SOLIZ (25th Ward):**

Referred -- RECOGNITION OF PENDING LAWSUIT FILED BY AMERICAN FRIENDS SERVICE COMMITTEE ASSERTING CONFLICT BETWEEN FEDERAL IMMIGRATION LAW AND FREEDOM OF SPECIFIED ORGANIZATIONS TO HIRE IMMIGRANTS.

A proposed resolution urging the City Council to recognize the pending lawsuit which has been filed by the American Friends Service Committee and supported by other religious organizations asserting the conflict between the United States Immigration Reform and Control Act regulations and the freedom of organizations founded on religious principles to hire immigrant residents, which was *Referred to the Committee on Human Rights and Consumer Protection*.

Presented By

ALDERMAN KRYSTYNIAK (23rd Ward):

CONGRATULATIONS EXTENDED TO MR. PHILLIP ROBERT AUGUSTYNIAK, JR. ON ACHIEVING RANK OF EAGLE SCOUT.

A proposed resolution reading as follows:

WHEREAS, Phillip Robert Augustyniak, Jr., a young citizen of Chicago's great southwest side, has been awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, A member of Evangelical Lutheran Church of the Cross Boy Scout Troop 1499, Phillip Robert Augustyniak has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Phillip Robert Augustyniak represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 1st day of February 1989, A.D., do hereby offer our heartiest congratulations to Phillip Robert Augustyniak on having achieved the exalted rank of

Eagle Scout, and extend to this fine young citizen our best wishes for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Phillip Robert Augustyniak.

Alderman Krystyniak 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 Krystyniak, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

CONGRATULATIONS EXTENDED TO MR. WISH V. KUCIK
ON HIS RETIREMENT FROM RYERSON-CHICAGO.

Also, a proposed resolution reading as follows:

WHEREAS, Wish V. Kucik, resident of Chicago's great southwest side, is retiring after over 30 years of selfless dedication to Ryerson-Chicago, the largest metals service center organization in the United States; and

WHEREAS, Wish V. Kucik served Ryerson in various capacities with skill and loyalty, and has also always found time for his lovely family, and for his grateful community, in which he has long been highly visible. A member of Saint Richard Church, Kucik has always been active in various youth activities, including the Boy Scouts and the school's bowling league. At Ryerson-Chicago, he has been a director of the plant's credit union, headed the Crusade of Mercy campaign in 1968, served as Junior Achievement advisor for two years, and president of Ryerson's Chicago Management Club. In 1984 Wish Kucik was appointed manager of traffic and transportation; and

WHEREAS, Wish V. Kucik remains a devoted husband and father. He and his lovely wife, Shirley, represent the strength and solidity of family life; they have three children: Thomas, Michael and Susan; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby congratulate Wish V. Kucik on the occasion of his retirement, and extend to this fine citizen and his family our most sincere wishes for many years of continued happiness and success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Wish V. Kucik.

Alderman Krystyniak moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Krystyniak, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

CONGRATULATIONS EXTENDED TO MR. AND MRS. DANIEL
TRACEY ON THEIR GOLDEN WEDDING ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Daniel Tracey, longtime residents of Chicago's great southwest side, are celebrating fifty golden years of wedded bliss; and

WHEREAS, Eileen and Daniel Tracey were married February 6, 1939, at Saint Gabriel Church, and both have been highly active in their community ever since. In addition, Daniel was a school engineer for the Chicago Board of Education at Hubbard High School for 32 years. He retired four years ago. He is an active member of the Madonna Knights of Columbus; and

WHEREAS, Eileen Tracey is a full-time homemaker and mother and especially enjoys bingo; and

WHEREAS, Eileen and Daniel Tracey exemplify the strength and solidity of family life; they have six children and fourteen grandchildren with whom to celebrate this wonderful occasion; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 1st day of February, 1989, A.D., do hereby offer our congratulations to Mr. and Mrs. Daniel Tracey as they celebrate fifty golden years of wedded bliss, and extend to this fine couple our very best wishes for continued happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Daniel Tracey.

Alderman Krystyniak moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Krystyniak, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Referred -- PERMISSION TO PARK VAN AND/OR PICKUP
TRUCK IN FRONT OF SPECIFIED RESIDENCES.

Also, three proposed orders directing the Commissioner of Public Works to grant permission to the individuals named below to park a van and/or pickup truck in front of the residences specified, in accordance with Chapter 27, Section 27-317 of the Municipal Code, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Joseph A. Floress -- to park in front of 5140 South Menard Avenue;

Mr. Kurt Gaska -- to park in front of 6229 South Menard Avenue; and

Mr. Donald Mikesh -- to park in front of 5248 South New England Avenue.

Referred -- PRESIDENT BUSH, UNITED STATES TREASURY DEPARTMENT
AND UNITED STATES CONGRESS URGED TO OPPOSE PROPOSED
LEGISLATION FOR CREATION OF USER'S FEE ON
INDIVIDUAL SAVINGS ACCOUNTS,
ET CETERA.

Also, a proposed resolution urging President George Bush, the United States Treasury Department and the United States Congress to oppose and withdraw from consideration the proposed legislation which would impose a user's fee on individual savings account holders, and oppose any other proposal seeking to charge individuals for insolvent savings and loan institutions as an option to solving the savings and loan industry crisis, which was *Referred to the Committee on Intergovernmental Relations*.

Presented By

ALDERMAN HENRY (24th Ward):

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL
POLICE EMPLOYED BY STONE TEMPLE BAPTIST CHURCH.

A proposed ordinance requiring Stone Temple Baptist Church to pay a ten dollar license fee for each of the special police employed therein, pursuant to Chapter 173, Section 173-6 of the Municipal Code, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN SOLIZ (25th Ward):

Referred-- GRANT OF PRIVILEGE TO INDUSTRIAL COATINGS
GROUP, INCORPORATED FOR MAINTENANCE OF
RAILROAD SWITCH TRACK.

A proposed ordinance to grant permission and authority to Industrial Coatings Group, Incorporated for the maintenance and use of an existing railroad switch track in South Lumber Street, which connects with an existing track of the Chicago, Burlington and Quincy Railroad near South Lumber Street and West 20th Place, which was *Referred to the Committee on Streets and Alleys*.

Referred-- ISSUANCE OF PERMIT TO MAINTAIN EXISTING
CANOPY AT 1512 WEST 18TH STREET.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Chela's Gift Shop for the maintenance and use of an existing canopy attached to the building or structure at 1512 West 18th Street, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN SOLIZ (25th Ward) And OTHERS:

**WEEK OF FEBRUARY 12-- 18, 1989 DECLARED "LEAGUE OF
UNITED LATIN AMERICAN CITIZENS (L.U.L.A.C.)
WEEK IN CHICAGO".**

A proposed resolution, presented by Aldermen Soliz, Garcia, Gutierrez, Figueroa and Mell, reading as follows:

WHEREAS, The League of United Latin American Citizens, known as "L.U.L.A.C." is celebrating its 59th year of service to the City of Chicago, the State of Illinois and indeed the United States of America; and

WHEREAS, L.U.L.A.C. is the oldest and largest Hispanic organization in the nation; and

WHEREAS, L.U.L.A.C. makes education a dedicated and forward-moving priority. This great organization long ago established "The Little School of the 400" which became a successful model for the Head Start program. L.U.L.A.C. sponsored SER Jobs for Progress, which assists students in a total of 77 United States cities with attaining G.E.D. diplomas and with job training. The L.U.L.A.C. National Service Center was created to promote scholarship and career counseling to an untold number of Hispanic youth; and

WHEREAS, Our own L.U.L.A.C. Council 5201 is the Host Council for the L.U.L.A.C. National Convention to be held in Chicago in 1991. All L.U.L.A.C. councils throughout the State of Illinois will co-host this great event; and

WHEREAS, L.U.L.A.C. continues to promote education for the good and welfare of all people. This outstanding organization reflects the growth of our great City and of the State of Illinois; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 1st day of February, 1989, A.D., do hereby declare that the period of February 12 through 18, 1989, be hereby known as "League Of United Latin American Citizens (L.U.L.A.C.) Week In Chicago" in recognition of this most outstanding organization and its enormous success in promoting educational programs and growth throughout Chicago, the State of Illinois, and the United States of America; and

Be It Further Resolved, That we call public attention to L.U.L.A.C. Week and to the many events planned for this time.

Alderman Soliz 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 Soliz, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Presented By

ALDERMAN HAGOPIAN (30th Ward):

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 3001 NORTH KNOX AVENUE.

A proposed order directing the Commissioner of Inspectional Services to issue a permit to Turk Electric Sign Company for the erection of a sign/signboard at 3001 North Knox Avenue for The Hall Self Storage, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN FIGUEROA (31st Ward):

ISSUANCE OF FREE PERMIT TO WIL-FRED FOR CONSTRUCTION
OF PUBLIC ELEMENTARY SCHOOL AT 3501
WEST POTOMAC AVENUE.

A proposed ordinance reading as follows:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Wil-Fred, 3033 Ogden Avenue, Lisle, Illinois 60532 for the construction of a public elementary school on the premises known as 3501 West Potomac Avenue.

Said building shall be used exclusively for a public elementary school and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Alderman Figueroa 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 Figueroa, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Presented By

ALDERMAN AUSTIN (34th Ward):

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 11907 SOUTH LOOMIS STREET.

A proposed order directing the Commissioner of Inspectional Services to issue a permit to Attraction Sign Company for the erection of a sign/signboard at 11907 South Loomis Street for Visions Banquet Hall, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- GRANT OF PRIVILEGE TO MR. RALPH FURLING,
DOING BUSINESS AS INDUSTRIAL STEEL AND WIRE
COMPANY, TO OCCUPY PORTION OF PARKWAY.

A proposed ordinance to grant permission and authority to Mr. Ralph Furling, doing business as Industrial Steel and Wire Company, to occupy a portion of the parkway adjacent to 1901 North Narragansett Avenue for the creation of parking stalls, which was *Referred to the Committee on Streets and Alleys*.

Presented By

**ALDERMAN BANKS (36th Ward) And
ALDERMAN FARY (12th Ward):**

Referred -- REQUEST FOR CHICAGO BOARD OF EDUCATION TO
INSTALL CERTAIN SECURITY DEVICES
IN SCHOOL FACILITIES.

A proposed resolution requesting the Chicago Board of Education to install certain security devices to limit access and monitor activity within all public school facilities during school hours, which was *Referred to the Committee on Education*.

Presented By

**ALDERMAN O'CONNOR (40th Ward)
And OTHERS:**

Referred -- AMENDMENT OF MUNICIPAL CODE BY ADDING NEW
CHAPTER 158.1 ENTITLED "CHILD CARE PLANNING".

A proposed ordinance, presented by Aldermen O'Connor, T. Evans, Bloom, Robinson, Caldwell, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Smith, Davis, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Eisendrath, Levar, Shiller, Schulter, Osterman and Orr to amend the Municipal Code by adding thereto a new chapter to be known as Chapter 158.1 and entitled "Child Care Planning" which would set forth rules and regulations governing child care facilities, which was *Referred to the Committee on Economic Development*.

Referred -- DEPARTMENT OF PURCHASES, CONTRACTS AND
SUPPLIES REQUESTED TO ENCOURAGE VENDORS TO
ADOPT CHILD CARE POLICIES.

Also, a proposed resolution, presented by Aldermen O'Connor, T. Evans, Bloom, Robinson, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Kellam, Sheahan, J. Evans, Krystyniak, Soliz, Gutierrez, Smith, Davis, Figueroa, Kotlarz, Banks, Giles, Cullerton,

Laurino, Pucinski, Natarus, Eisendrath, Hansen, Schulter, Orr and Stone, requesting the Department of Purchases, Contracts and Supplies to initiate a system which would encourage vendors to adopt child care policies and practices by giving preference for city contracts to said vendors while remaining consistent with basic city procurement guidelines, which was *Referred to the Committee on Finance.*

Referred-- CITY COMPTROLLER URGED TO STUDY OPTIONAL
DEPENDENT CARE ASSISTANCE PLAN FOR
CITY EMPLOYEES.

Also, a proposed resolution, presented by Aldermen O'Connor, T. Evans, Bloom, Robinson, Caldwell, Huels, Madrzyk, Burke, Langford, Kellam, Sheahan, J. Evans, Krystyniak, Soliz, Gutierrez, Smith, Davis, Figueroa, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr and Stone, urging the City Comptroller's office to study the feasibility of instituting an optional City of Chicago Dependent Care Assistance Plan similar to the plan using tax-free dollars currently offered to state employees, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN PUCINSKI (41st Ward):

CONGRATULATIONS EXTENDED TO COLUMBIA NATIONAL
BANK ON ITS 25TH ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Columbia National Bank, 5250 North Harlem Avenue, will be celebrating its 25th anniversary on February 13, 1989; and

WHEREAS, It was founded by Burton L. Gordon and Fredrick C. Messenger, its first chairman and president; and

WHEREAS, Columbia National Bank opened with resources of less than One Million Dollars, the assets today exceed \$340 Million Dollars; and

WHEREAS, In May, 1983, the Board of Directors appointed Donald V. Versen, Sr., to the office of President; and

WHEREAS, In November, 1986, George K. Metzger was appointed to the office of President of C.N.B.C. Corporation, the bank's holding company; and

WHEREAS, Columbia National Bank opened its Norridge office in February, 1978 and their expansion continued on 5250 North Harlem Avenue when a new adjacent office building was dedicated in December, 1987; and

WHEREAS, Columbia National Bank is ever mindful of the needs of the community, it has chosen to award six \$1,000 scholarships to the June, 1989 graduating high school seniors in celebration of their 25th anniversary; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this 1st day of February, 1989, A.D., do hereby extend to Burton L. Gordon, as Chairman of the Board and Chief Executive Officer of Columbia National Bank, and to its current officers and employees, our sincere congratulations on the occasion of their 25th anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to Alderman Roman Pucinski for presentation on February 13, 1989.

Alderman Pucinski moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Pucinski, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Referred -- ISSUANCE OF PERMITS TO OPERATE NEWSSTANDS
AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Public Works to issue permits to Thomas Whitty and Ester Whitty for the operation of newsstands at specified locations, which were *Referred to the Committee on Streets And Alleys*, as follows:

North Cumberland Avenue and West Lawrence Avenue, from 10:00 A.M. to 10:00 P.M. on Saturdays and 6:00 A.M. to 12:00 Noon on Sundays; and

West Foster Avenue and North Harlem Avenue, from 10:00 A.M. to 10:00 P.M. on Saturdays and 6:00 A.M. to 12:00 Noon on Sundays.

Presented By

ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE MRS. EVELYN V. BIDWILL.

A proposed resolution reading as follows:

WHEREAS, Almighty God in his infinite mercy and wisdom called Mrs. Evelyn V. Bidwill to her eternal reward on January 17, 1989; and

WHEREAS, Mrs. Bidwill grew up on the west side where she was active in Our Lady of Sorrows parish; and

WHEREAS, Mrs. Bidwill worked for many years at Sears, Roebuck and Company; and

WHEREAS, Mrs. Bidwill served as a judge of election for over twenty years; and

WHEREAS, Mrs. Bidwill's family has been prominent in Chicago and surrounding communities for four generations; now, therefore,

Be It Resolved, That the Acting Mayor, Eugene Sawyer, and members of the City Council of the City of Chicago assembled in meeting this 1st day of February, 1989, do hereby extend to her sons, James, Lester and Edwin; her daughter, Marie; her brother, George; her sister, Catherine; her 11 grandchildren, and 5 great-grandchildren, our deepest condolences on the occasion of their profound loss. Mrs. Evelyn V. Bidwill will be sorely missed by all; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mrs. Evelyn V. Bidwill.

Alderman Natarus moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Natarus, the foregoing proposed resolution was *Adopted* unanimously by a rising vote.

TRIBUTE TO LATE MR. LAWRENCE H. EIGER.

Also, a proposed resolution reading as follows:

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. Lawrence H. Eiger to his eternal reward on Thursday, January 26, 1989; and

WHEREAS, Mr. Lawrence H. Eiger was an attorney and partner in the Loop firm of Much, Shelist, Freed, Denenberg, Ament and Eiger; and

WHEREAS, Mr. Eiger served as an antitrust division trial attorney with the Justice Department from 1961 -- 1966; and

WHEREAS, Mr. Eiger wrote articles on antitrust and fair trade laws; and

WHEREAS, Mr. Eiger lectured for the Chicago, Illinois and American Bar Associations; and

WHEREAS, Mr. Eiger was a member of the Board of Directors of the Northshore Area American Cancer Society and a board member of Beth Emmet Synagogue in Evanston; now, therefore,

Be It Resolved, That the Acting Mayor, Eugene Sawyer, and members of the City Council of the City of Chicago assembled in meeting this 1st day of February, 1989, do hereby extend to his beloved wife, Sandra; his two sons, Noah and Aaron; his parents, Leona and Judge Norman Eiger; and his brother our deepest condolences on the occasion of their profound loss. Mr. Lawrence H. Eiger will be sorely missed by all; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mr. Lawrence H. Eiger.

Alderman Natarus moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Natarus, the foregoing proposed resolution was *Adopted* unanimously by a rising vote.

CONGRATULATIONS AND HONOR EXTENDED TO FIREFIGHTERS
TOM O'CONNELL AND STEVE MIENTUS FOR
THEIR HEROIC ACTION.

Also, a proposed resolution reading as follows:

WHEREAS, On the afternoon of January 7, 1989, the Chicago Fire Department received an emergency call that the building located at 40 -- 42 East Chicago Avenue was on fire; and

WHEREAS, Within two minutes, the Chicago Fire Department was on the scene battling the blaze; and

WHEREAS, While bravely performing their duties, Firefighter Tom O'Connell suffered a gash on his chin, and Firefighter Steve Mientus suffered neck and shoulder injuries when a ceiling fell on him; and

WHEREAS, The Chicago Fire Department had completely controlled and extinguished the blaze within hours after ignition; now, therefore,

Be It Resolved, That the Acting Mayor, Eugene Sawyer, and members of the City Council of the City of Chicago, assembled in meeting this 1st day of February, 1989, do hereby honor and congratulate the Chicago Fire Department, and particularly Firefighters Tom O'Connell and Steve Mientus, for their brave and efficient commitment to the protection of the lives and property of the citizens of the City of Chicago; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to Mr. Tom O'Connell, Mr. Steve Mientus and the Chicago Fire Department.

Alderman Natarus moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Natarus, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Referred-- ESTABLISHMENT OF TAXICAB STANDS
580 AND 586.

Also, two proposed ordinances to establish the taxicab stands listed below, which were *Referred to the Committee on Local Transportation*, as follows:

Taxicab Stand 580 --

On East Delaware Place, along the north curb, from a point 5 feet east of North Ernest Court to a point 128 feet east thereof, for six taxicabs;

Taxicab Stand 586 --

On East Delaware Place, south curb, from a point 10 feet west of North Ernest Court to a point 60 feet west thereof, for 3 taxicabs.

Referred-- GRANT OF PRIVILEGE TO B.C.E.D.-ILLINOIS RESOURCES,
INCORPORATED FOR INSTALLATION OF FUEL TANK.

Also, a proposed ordinance to grant permission and authority to B.C.E.D.-Illinois Resources, Incorporated to install, maintain and use a fuel tank under the sidewalk adjacent to 700 North Michigan Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred-- EXEMPTION OF BURBERRY'S FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY.

Also, a proposed ordinance to exempt Burberry's from the physical barrier requirement pertaining to alley accessibility for its parking facility at 633 North Michigan Avenue, pursuant to the provisions of Municipal Code Chapter 33, Section 33-19.1, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF
NORTH WELLS STREET FOR CHARITY DINNER.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Lou Malnati's Pizzeria, c/o Mr. Marc A. Malnati, to close to traffic that part of North Wells Street between West Hubbard Street and West Illinois Street on Monday, April 10, 1989, for a charity dinner benefiting various children's organizations, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- ISSUANCE OF PERMITS TO MAINTAIN EXISTING
CANOPIES AT SPECIFIED LOCATIONS.

Also, nine proposed orders directing the Commissioner of General Services to issue permits to the organizations listed, for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Circle Fine Art Corporation -- to maintain and use one canopy at 58 East Walton Street;

Crain Communications, Incorporated -- to maintain and use one canopy at 740 North Rush Street;

Deluxe Candy Limited Partnership -- to maintain and use five canopies at 445 North Wells Street;

Hyatt Corporation, doing business as Hyatt -- to maintain and use two canopies at 800 North Michigan Avenue;

Raphael Hotel Company of Illinois, Incorporated -- to maintain and use one canopy at 201 East Delaware Place;

R.R.E.E.F. Mid American Fund III -- to maintain and use five canopies at 645 North Michigan Avenue and 153 East Erie Street;

Traffic Jam -- to maintain and use one canopy at 401 West Ontario Street;

Vista International (IL), doing business as the Drake Hotel -- to maintain and use two canopies at 1 East Walton Place and 139 East Oak Street; and

303 Joint Venture -- to maintain and use one canopy at 303 West Erie Street.

Presented By

**ALDERMAN NATARUS (42nd Ward) And
ALDERMAN STONE (50th Ward):**

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 25, BY
ADDING NEW SECTION 25-13.2 ENTITLED "STANDARD
OF CARE IN APPROPRIATION AND EXPENDITURE
OF PUBLIC FUNDS".

A proposed ordinance to amend Chapter 25 of the Municipal Code by adding thereto a new section to be known as Section 25-13.2 and entitled "Standard of Care in Appropriation and Expenditure of Public Funds" which would establish guidelines for the appropriation and expenditure of public funds, which was *Referred to the Committee on Finance*.

Presented By

**ALDERMAN NATARUS (42nd Ward),
ALDERMAN ROTI (1st Ward)
And OTHERS:**

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 4 BY
REQUIRING PUBLIC DISCLOSURE OF EXPENDITURES
FROM ALDERMANIC EXPENSE ACCOUNTS.

A proposed ordinance, presented by Aldermen Natarus, Roti, Beavers, Shaw, Fary, Hagopian, Gabinski, Mell and Stone, to amend Chapter 4 of the Municipal Code by adding new sections to be known as Sections 4-2.9 through 4-2.15 which would require each alderman to file public disclosure statements with the City Clerk for all expenditures from his or her Aldermanic Contingency Expense Allowance and Aldermanic Transportation and Expense Allowance accounts, which was *Referred to a Joint Committee composed of the members of the Committee on Finance and the members of the Committee on Committees, Rules and Ethics*.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 26.2
BY DESIGNATING CITY CLERK AS ALTERNATIVE
TRUSTEE FOR FILING OF ALDERMANIC
FINANCIAL STATEMENTS.

Also, a proposed ordinance, presented by Aldermen Natarus, Roti, Beavers, Caldwell, Huels, Fary, Kellam, Sheahan, Krystyniak, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Levar and Stone, to amend various sections of Chapter 26.2 of the Municipal Code by defining the term "Alderman" as used within said chapter and by designating the City Clerk as an alternate trustee for the filing of aldermanic financial disclosure statements, which was *Referred to a Joint Committee composed of the members of the Committee on Finance and the members of the Committee on Committees, Rules and Ethics.*

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 194A
(CHICAGO ZONING ORDINANCE) ARTICLE 11.9-3.2 BY
REQUIRING OWNERSHIP DISCLOSURE FOR
CERTAIN CITY OFFICIALS REQUESTING
ZONING AMENDMENTS.

Also, a proposed ordinance, presented by Aldermen Natarus, Roti, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Fary, Burke, Hagopian, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Hansen, Levar, Schulter and Stone, to amend Chapter 194A of the Municipal Code, known as the Chicago Zoning Ordinance, Article 11.9-3.2, by requiring the Mayor and members of the City Council to disclose their vested interest or ownership in property for which they are requesting a zoning amendment, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN EISENDRATH (43rd Ward):

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL
POLICE EMPLOYED BY DE PAUL UNIVERSITY.

A proposed ordinance requiring DePaul University to pay a ten dollar license fee for each of the special police employed therein, pursuant to Municipal Code Chapter 173, Section 173-6, which was *Referred to the Committee on Finance*.

Referred -- INSTALLATION OF ALLEY LIGHTS AT
SPECIFIED LOCATIONS.

Also, three proposed orders for the installation of alley lights behind specified buildings or structures, which were *Referred to the Committee on Finance*, as follows:

1337 West Fullerton Avenue;

2738 West Fullerton Avenue; and

1914 North Sedgwick Street.

Referred -- ISSUANCE OF PERMITS TO MAINTAIN EXISTING
CANOPIES AT SPECIFIED LOCATIONS.

Also, three proposed orders directing the Commissioner of General Services to issue permits to the organizations listed, for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Corridor Cafe, Incorporated -- to maintain and use one canopy at 2142 North Clybourn Street;

LaSalle National Bank, under Trust 33198 -- to maintain and use one canopy at 420 West Fullerton Parkway; and

Pier 1 Imports-Midwest, Incorporated -- to maintain and use one canopy at 651 West Diversey Avenue.

Presented By

ALDERMAN HANSEN (44th Ward):

FEBRUARY 1, 1989 PROCLAIMED "SIGMUND
ARSETH DAY" IN CHICAGO.

A proposed resolution reading as follows:

WHEREAS, Chicago is home to many thousands of Americans of Scandinavian descent, some of whom have chosen the Chicago neighborhoods of Lakeview and Andersonville as their places of residence; and

WHEREAS, Ann Sather Restaurants in Lakeview and Andersonville have carried on the fine traditions of Swedish cooking for nearly fifty years; and

WHEREAS, The noted Norwegian artist Sigmund Arseth traveled to Chicago in 1987 to grace Ann Sather Restaurant in Andersonville with twelve canvasses depicting the Swedish folk tale, "The Story of Nils Holgersson", which has delighted children for nearly a century; and

WHEREAS, Mr. Arseth has returned to Chicago to lend his artistry to Ann Sather Restaurant in Lakeview and thereby strengthen the beneficial historical link between Chicago's Scandinavian community and the countries of Scandinavia; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of February, 1989, A.D., do hereby proclaim February 1, 1989 as Sigmund Arseth Day in Chicago as a tribute to Mr. Arseth's contributions to the cultural heritage of Scandinavians living and working in Chicago.

Alderman Hansen moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Hansen, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Referred -- ISSUANCE OF PERMITS TO MAINTAIN EXISTING
CANOPIES AT SPECIFIED LOCATIONS.

Also, four proposed orders directing the Commissioner of General Services to issue permits to the applicants listed, for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Belmont LPL Partnership -- to maintain and use four canopies at 739 West Belmont Avenue;

Chalet International Limited, doing business as Gold Standard Liquor -- to maintain and use one canopy at 3000 North Clark Street;

Mr. James Gates -- to maintain and use one canopy at 3445 North Clark Street; and

Sachiko Hotoda, doing business as Sango Restaurant and Cocktail Lounge, Incorporated -- to maintain and use one canopy at 3485 North Clark Street.

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- INSTALLATION OF ALLEY LIGHT BEHIND 4839
WEST AINSLIE STREET/4840 WEST GUNNISON
STREET.

A proposed order directing the Commissioner of Public Works to install an alley light behind 4839 West Ainslie Street/4840 West Gunnison Street, which was *Referred to the Committee on Finance*.

Referred -- ISSUANCE OF PERMITS TO MAINTAIN EXISTING
CANOPIES AT SPECIFIED LOCATIONS.

Also, three proposed orders directing the Commissioner of General Services to issue permits to the organizations listed, for the maintenance and use of existing canopies attached

to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

The D.T.D., Incorporated, doing business as Lasko's Lounge -- to maintain and use one canopy at 5525-1/2 North Milwaukee Avenue;

Six Corners Cinema Corporation -- to maintain and use one canopy at 4050 North Milwaukee Avenue; and

Stuart Handler Real Estate Company -- to maintain and use eight canopies at 5502 West Lawrence Avenue.

Presented By

ALDERMAN SHILLER (46th Ward):

COMMENDATIONS AND CONGRATULATIONS EXTENDED TO
BUSINESSES WITHIN 46TH WARD FOR
VOLUNTARY ESTABLISHMENT OF
PAPERBACK LENDING
LIBRARIES.

A proposed resolution reading as follows:

WHEREAS, Over half of the children in the Chicago Public Schools are truant or dropping out of school; and

WHEREAS, The local school is isolated from the overall community; and

WHEREAS, This isolation denies the schools the benefit of community resources which could teach children to better understand themselves and their roles; and

WHEREAS, Community participation could provide needed goods and services to school children and local schools; now, therefore,

Be It Resolved, That the Mayor of Chicago and the City Council of Chicago do hereby commend and congratulate those businesses in the 46th Ward who have voluntarily established paperback lending libraries, in particular, Mr. and Mrs. Hill who own and operate the 7-11 Food Mart located at 1501 West Montrose Avenue; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Hill.

Alderman Shiller 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 Shiller, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 104.2
BY ADDING NEW SECTION 104.2-9.4 REQUIRING
PUBLIC PLACES OF AMUSEMENT TO HAVE
BOOK LENDING LIBRARIES.

Also, a proposed ordinance to amend Chapter 104.2 of the Municipal Code by adding thereto a new section to be known as Section 104.2-9.4 which would require all public places of amusement licensed as Class II Arcades to have book lending libraries available on the premises and within view of patrons, which was *Referred to a Joint Committee composed of the members of the Committee on Education and the Members of the Committee on License*.

Referred -- ISSUANCE OF PERMITS TO MAINTAIN EXISTING
CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders for the issuance of permits to the organizations listed, for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Mr. Jack Gore -- to maintain one canopy at 3838 North Broadway; and

3750 Lake Shore Drive, Incorporated -- to maintain one canopy at 611 West Grace Street.

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 4140 NORTH BROADWAY.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to Turk Electric Sign Company for the erection of a sign/signboard at 4140 North Broadway for Broadway Super Coin Laundry, which was *Referred to the Committee on Zoning*.

Referred -- COMMITTEE ON EDUCATION URGED TO HOLD PUBLIC
HEARINGS TO DISCUSS COMMUNITY SUPPORT FOR
EDUCATIONAL DEVELOPMENT OF CHILDREN.

Also, a proposed resolution urging the Committee on Education to hold public hearings to discuss proposals for community support of public schools and the educational development of children and further, to prepare said proposals for submission and incorporation within the 1990 city budget, which was *Referred to the Committee on Education*.

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- INSTALLATION OF ALLEY LIGHT BEHIND
3342 NORTH DAMEN AVENUE.

A proposed order directing the Commissioner of Public Works to install an alley light behind 3342 North Damen Avenue, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN SCHULTER (47th Ward) And OTHERS:

Referred-- COMMITTEE ON BEAUTIFICATION AND RECREATION
URGED TO HOLD PUBLIC HEARINGS WITH MUSEUM
ADMINISTRATORS TO DISCUSS
CULTURAL PROGRAMS.

A proposed resolution, presented by Aldermen Schulter, Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Kotlarz, Banks, Giles, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Shiller, Osterman and Stone, urging the Committee on Beautification and Recreation to hold public hearings with the administrators of all museums in the city to discuss cultural programs currently offered to the public and enhance public relations by publicizing said programs, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN OSTERMAN (48th Ward):

Referred-- INSTALLATION OF ALLEY LIGHTS IN 5200
BLOCK OF NORTH BROADWAY.

A proposed order directing the Commissioner of Public Works to install alley lights in the 5200 block of North Broadway (east side), which was *Referred to the Committee on Finance*.

Referred-- ISSUANCE OF PERMITS TO MAINTAIN EXISTING
CANOPIES AT SPECIFIED LOCATIONS.

Also, six proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Commodore Inn, Incorporated -- to maintain and use one canopy at 5547 North Kenmore Avenue;

O. M. Nordling Jewelers, Incorporated -- to maintain and use one canopy at 5249 North Clark Street;

Plantation Steak House, Incorporated -- to maintain and use one canopy at 5069 North Broadway;

Peoples Church of Chicago -- to maintain and use one canopy at 941 West Lawrence Avenue;

Mr. Victor Recchia, doing business as Calo's Restaurant -- to maintain and use one canopy at 5343 North Clark Street; and

The Round Table -- to maintain and use one canopy at 5721 North Clark Street.

Referred -- DEPARTMENT OF PUBLIC WORKS REQUESTED TO
RESURFACE AND REPAIR ALL PUBLIC WAYS
BORDERING HOSPITAL EMERGENCY
FACILITIES.

Also, a proposed resolution requesting the Department of Public Works to give priority to the resurfacing and repairs of all public ways which border hospitals or which have hospital access to provide for quicker and smoother access to hospital emergency facilities, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN ORR (49th Ward):

Referred -- COST-RITE PHARMACY EXEMPT FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY.

A proposed ordinance directing the Commissioner of Public Works to waive the provisions of Chapter 33, Section 33-19.1 of the Municipal Code, which would exempt Cost-Rite Pharmacy from the physical barrier requirement pertaining to alley accessibility for its

parking facility located at 1600 West Pratt Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred -- INSTALLATION OF BUS PASSENGER SHELTER AT
INTERSECTION OF WEST MORSE AVENUE AND
NORTH CLARK STREET.

Also, a proposed order requesting the Chicago Transit Authority to consider the installation of a bus passenger shelter on the southeast corner of West Morse Avenue and North Clark Street, which was *Referred to the Committee on Local Transportation*.

Referred -- ISSUANCE OF PERMITS TO MAINTAIN EXISTING
CANOPIES AT SPECIFIED LOCATIONS.

Also, four proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Affy Tapple, Incorporated -- to maintain and use one canopy at 7112 North Clark Street;

Commercial National Bank, under Trust Number 700 -- to maintain and use two canopies at 1218 -- 1220 West Morse Avenue;

Mr. Blair McDougall -- to maintain and use three canopies at 5938 -- 5940 North Broadway; and

Swaten, Incorporated, doing business as Potpourri Pub -- to maintain and use one canopy at 1255 North Devon Avenue.

Presented By

ALDERMAN STONE (50th Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 73 BY
REPLACING SECTIONS 73-1 THROUGH 73-1.1(e) WITH
REVISED SECTIONS TO ESTABLISH STANDARDS
FOR REINFORCED CONCRETE
CONSTRUCTION.

A proposed ordinance to amend Chapter 73 of the Municipal Code by deleting current Sections 73-1 through 73-1.1(e) in their entirety and replacing them with new Sections 73-1 through 73-1.1(e) which would establish standards, based on provisions within the Building Code requirements, for plain and reinforced concrete construction, which was *Referred to the Committee on Buildings*.

Referred -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING
CANOPY AT 2727 WEST HOWARD STREET.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Mr. Gerald Freeman of Gulliver's Restaurant for the maintenance and use of an existing canopy attached to the building or structure at 2727 West Howard Street, which was *Referred to the Committee on Streets and Alleys*.

5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION
OF WARRANTS FOR COLLECTION, AND WATER RATE
EXEMPTIONS, ET CETERA.

Proposed ordinances, orders, et cetera described below, were presented by the aldermen named and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

BY ALDERMAN LAURINO (39th Ward):

Northeastern Illinois University -- electrical work on the premises known as 5500 North St. Louis Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital -- remodeling and construction projects at various locations.

BY ALDERMAN EISENDRATH (43rd Ward):

Grant Hospital -- renovation of existing space in various rooms, units, offices and laboratory on the premises known as 550 West Webster Avenue.

BY ALDERMAN SHILLER (46th Ward):

Metro Chicago for Humanity/Uptown Habitat -- building permits for zoning, furnace, electrical, plumbing, water and sewer on the premises known as 4635 North Kenmore Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN ROTI (1st Ward):

Field Museum of Natural History, Roosevelt Road at Lake Shore Drive.

BY ALDERMAN BLOOM (5th Ward):

South Shore United Methodist Child Care Center, 7350 South Jeffery Boulevard.

BY ALDERMAN CALDWELL (8th Ward):

Jackson Park Hospital, 7531 South Stony Island Avenue.

BY ALDERMAN BURKE (14th Ward):

Central Community Hospital Cafeteria, 5701 South Wood Street.

BY ALDERMAN GUTIERREZ (26th Ward):

GilChrist Marchman Rehabilitation Center, 2345 West North Avenue.

BY ALDERMAN SMITH (28th Ward):

Bethany Hospital/Evangelical Health System, 3435 West Van Buren Street.

BY ALDERMAN GABINSKI (32nd Ward):

Saint Mary of Nazareth Hospital Center, 2233 West Division Street.

BY ALDERMAN CULLERTON (38th Ward):

La Salle Procure, 3247 North Austin Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Lower North Day Care, 1000 North Sedgwick Street.

BY ALDERMAN EISENDRATH (43rd Ward):

Park West Cooperative Nursery School, 2335 North Orchard Street.

BY ALDERMAN SCHULTER (47th Ward):

Ravenswood Baptist Church/Day Care Center, 4455 North Seeley Avenue.

BY ALDERMAN OSTERMAN (48th Ward):

Admiral-Home for the Aged, 909 West Foster Avenue.

The Methodist Home for the Aged, 1415 West Foster Avenue.

Selfhelp Home for the Aged, 908 West Argyle Street.

Y.W.C.A. Child Development Center, 5244 North Lakewood Avenue.

BY ALDERMAN STONE (50th Ward):

Jewish Peoples Convalescent Home, 6512 North California Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN ROTI (1st Ward):

Mother Cabrini Hospital, 1200 West Cabrini Street -- sign inspection fee.

BY ALDERMAN ROBINSON (6th Ward):

Israel Methodist Community Church, 7620 South Cottage Grove Avenue -- fuel burning equipment inspection fee and building inspection fees (2).

BY ALDERMAN BEAVERS (7th Ward):

Ada S. McKinley Community Services, Incorporated, 8458 South Mackinaw Avenue -- annual building inspection fees (2).

BY ALDERMAN CARTER (15th Ward):

Ada S. McKinley Intervention Services, 2717 West 63rd Street -- annual mechanical ventilation inspection fee.

BY ALDERMAN SHEAHAN (19th Ward):

Morgan Park Academy, 2153 West 111th Street -- annual boiler inspection fee and U.P.V. fee.

BY ALDERMAN GARCIA (22nd Ward):

Epiphany Church, 2524 South Keeler Avenue -- annual fuel burning equipment inspection fee.

BY ALDERMAN KRYSTYNIAK (23rd Ward):

Dennis J. Kraz, 5017 South Leamington Avenue -- repairs to city's electrical equipment located at West 55th Street and South Cicero Avenue.

George Peters, 5341 South Moody Avenue -- handicapped parking signs (2).

BY ALDERMAN MELL (33rd Ward):

Saint Pauls House/Grace Convalescent Home, 3831 North Mozart Street -- fuel burning equipment inspection fee.

BY ALDERMAN BANKS (36th Ward):

Bethesda Home and Retirement Center, 2833 North Nordica Avenue -- fuel burning equipment inspection fee.

BY ALDERMAN PUCINSKI (41st Ward):

Norwegian Old Peoples Home, 6016 North Nina Avenue -- "no parking" metered fee.

Polish American Confederation, 5844 North Milwaukee Avenue -- annual fuel burning equipment inspection fee.

Resurrection Retirement Community, 7262 West Peterson Avenue -- annual fuel burning equipment inspection fees (2).

BY ALDERMAN NATARUS (42nd Ward):

Dr. William M. Scholl College of Podiatric Medicine, 1001 North Dearborn Street -- annual parking sign maintenance and surcharge fee and sign inspection fee (2).

Chicago Latin School, 59 West North Avenue -- annual mechanical ventilation fee and annual fuel burning equipment inspection fee (2).

BY ALDERMAN EISENDRATH (43rd Ward):

Lutheran General Hospital, 2035 North Lincoln Avenue -- internal inspection on No. 3 Cleaver Brooks Water Tube Boiler and No. 4 Eclipse-Fire Tube Boiler.

The Church of the Three Crosses, 333 West Wisconsin Avenue -- annual building inspection fee.

BY ALDERMAN SCHULTER (47th Ward):

Bethany Methodist Hospital, various locations -- "no parking" metered fee and annual mechanical ventilation fee (2).

BY ALDERMAN OSTERMAN (48th Ward):

Selfhelp Home for the Aged, 908 West Argyle Street -- mechanical ventilation inspection fee.

WATER RATE EXEMPTIONS:

BY ALDERMAN J. EVANS (21st Ward):

Christ Temple Church, 43 West 95th Street.

BY ALDERMAN LAURINO (39th Ward):

Agudath Israel of Illinois, 3540 West Peterson Avenue.

BY ALDERMAN SCHULTER (47th Ward):

All Saints Church, 4550 North Hermitage Avenue.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (July 29, 1987).

Alderman Caldwell moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, July 29, 1987 as follows:

Page 2898 -- by deleting the fourteenth through the seventeenth lines from the top of the page and inserting in lieu thereof the following:

"6. The following uses shall be permitted within the development: 100 residential dwelling units and related uses and 100 accessory off-street parking spaces. In addition, an area available to the general public for a fee in the enclosed garage must be provided to accommodate the parking of at least 62 non-resident automobiles."

Page 2899 -- by deleting the twelfth and thirteenth lines from the top of the page and inserting in lieu thereof the following:

"Minimum of 100 accessory off-street parking spaces and an area available for public fee parking to accommodate at least 62 non-accessory automobiles."

The motion to correct *Prevailed*.

JOURNAL (December 21, 1988).

Alderman Caldwell moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, December 21, 1988 as follows:

Page 23543 -- by deleting the word "Iroquois" appearing in the thirteenth, fifteenth and twentieth lines from the top of the page and inserting in lieu thereof the word "Indiana".

The motion to correct *Prevailed*.

Alderman Natarus moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, December 21, 1988 as follows:

Page 23458 -- by deleting the numbers "\$365,340", "\$172,485" and "\$51,800" appearing under the column entitled "Strike" on the eighth, eleventh and fourteenth lines respectively from the top of the page and inserting those same numbers "\$365,340", "\$172,485" and "\$51,800" in the same respective lines under the column entitled "Insert".

The motion to correct *Prevailed*.

JOURNAL (January 18, 1989).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on January 18, 1989 at 10:00 A.M., signed by him as such City Clerk.

Alderman Natarus moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

Consideration Deferred -- ISSUANCE OF GENERAL OBLIGATION
TENDER NOTES, SERIES 1989, A AND B.

On motion of Alderman Natarus, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of January 18, 1989, pages 23707 through 23779, recommending that the City Council pass a proposed ordinance authorizing the issuance of General Obligation Tender Notes, Series 1989, A and B.

After debate, Alderman Natarus moved to *Defer* consideration of the said proposed ordinance to the next regular meeting of the City Council, to be held on Thursday, February 16, 1989. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Robinson, Beavers, Caldwell, Shaw, Carter, Langford, Streeter, Jones, Henry, Soliz, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Giles, O'Connor, Natarus, Hansen, Schulter -- 24.

Nays -- Aldermen Rush, Tillman, T. Evans, Vrdolyak, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Figueroa, Banks, Cullerton, Laurino, Pucinski, Eisendrath, Levar, Shiller, Osterman, Orr -- 23.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Consideration Deferred -- LEVY OF TAXES FOR YEAR 1989
ON ALL CITY OF CHICAGO TAXABLE
PROPERTY.

On motion of Alderman Natarus, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of January 18, 1989, pages 23779 through 23785, recommending that the City Council pass a proposed ordinance authorizing a levy of taxes for fiscal year 1989, in the amount of \$620,978,709.00 on all taxable property within the City of Chicago.

After debate, Alderman Natarus moved to *Defer* consideration of the said proposed ordinance to the next regular meeting of the City Council to be held on Thursday, February 16, 1989. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Robinson, Beavers, Caldwell, Shaw, Carter, Langford, Streeter, Jones, Henry, Soliz, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Giles, O'Connor, Natarus, Hansen, Schulter -- 24.

Nays -- Aldermen Rush, Tillman, T. Evans, Vrdolyak, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Figueroa, Banks, Cullerton, Laurino, Pucinski, Eisendrath, Levar, Shiller, Osterman, Orr -- 23.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

DESIGNATION OF MUNICIPAL DEPOSITORIES FOR CITY OF
CHICAGO AND BOARD OF EDUCATION FOR
FISCAL YEAR 1989.

On motion of Alderman Natarus, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of January 18, 1989, pages 23785 through 23787, recommending that the City Council pass a proposed ordinance authorizing the designation of municipal depositories for the City of Chicago and the Chicago Board of Education for the fiscal year 1989 pursuant to Chapter 7, Section 7-30 of the Chicago Municipal Code.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Alderman Smith and Alderman Kotlarz were excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the following regularly established national and state banks and savings and loan associations pursuant to an advertisement required by the Municipal Code of the City of Chicago have applied to become municipal depositories of the City of Chicago and Board of Education for the purpose of holding and paying interest on municipal deposits, and that each financial institution has satisfactorily filed with the City Comptroller the information required by Chapter 7, Sections 7-33, 7-34, 7-34.1 and 7-34.2 of the Municipal Code of the City of Chicago:

Albany Bank & Trust Company

Amalgamated Trust & Savings Bank

American National Bank & Trust Company

Bank of Ravenswood

Chicago City Bank & Trust Company

Cole Taylor Bank/Drovers

Continental Illinois National Bank & Trust

Cosmopolitan National Bank of Chicago

East Side Bank & Trust Company

Exchange National Bank of Chicago

First Commercial Bank

First National Bank of Chicago

Harris Trust & Savings Bank

Highland Community Bank

Independence Bank of Chicago

LaSalle National Bank

NBD Chicago Bank

Seaway National Bank of Chicago

South Shore Bank

SECTION 2. The financial institutions listed in Section 1 are hereby designated as legal depositories for City of Chicago and Chicago Board of Education monies for Fiscal Year 1989 and the City Treasurer may deposit monies received by him in any of these institutions in accordance with Chapter 7, Sections 7-35, 7-36 and 7-37 of the Municipal Code of Chicago.

SECTION 3. This ordinance shall be effective from and after its passage.

CORRECTIONS AND REVISIONS OF YEAR XV COMMUNITY
DEVELOPMENT BLOCK GRANT ORDINANCE, AS
AMENDED (CHICAGO HOUSING AUTHORITY
SECURITY SWEEP PROGRAM).

On motion of Alderman Natarus, the City Council took up for consideration that portion of Exhibit A attached to an ordinance correcting and revising the Year XV Community Development Block Grant Ordinance, as amended, which was deferred and published in the Journal of Proceedings of December 21, 1988, page 23458.

Alderman Rush moved to re-refer the said proposed matter to the Committee on Finance.

Alderman Beavers moved to *Lay on the Table* the motion to re-refer. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Robinson, Beavers, Caldwell, Shaw, Huels, Madrzyk, Carter, Langford, Streeter, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Levar, Schalter, Osterman, Stone -- 30.

Nays -- Aldermen Rush, Tillman, T. Evans, Fary, Burke, Kellam, J. Evans, Smith, Davis, Figueroa, Shiller, Orr -- 12.

Alderman Rush then presented the following proposed amendment:

"Be It Further Ordained That: No monies authorized by ordinance shall be expended to any program or policy that remotely violates the Constitutional Rights of any resident of Public Housing.

Be It Also Further Ordained that at no time will members of the Chicago Police Department be utilized for purposes of C.H.A. "housing inspection" visits as stated in this ordinance."

Alderman Natarus moved to *Lay on the Table* the foregoing proposed amendment. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Robinson, Beavers, Caldwell, Huels, Fary, Carter, Streeter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Mell, Austin, Laurino, O'Connor, Pucinski, Natarus, Levar, Schulter, Osterman, Stone -- 26.

Nays -- Aldermen Rush, Tillman, T. Evans, Madrzyk, Burke, J. Evans, Smith, Davis, Figueroa, Shiller -- 10.

After further debate, Alderman Henry moved the *Previous Question*. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Mell, Austin, Laurino, O'Connor, Pucinski, Natarus, Levar, Schulter, Osterman, Stone -- 30.

Nays -- Aldermen Rush, Tillman, T. Evans, J. Evans, Smith, Davis, Figueroa, Shiller -- 8.

Thereupon, on motion of Alderman Austin, the said proposed matter, authorizing funding for a Chicago Housing Authority Security Sweep Program, was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, Smith, Davis, Hagopian, Mell, Austin, Laurino, O'Connor, Natarus, Levar, Schulter, Osterman, Stone -- 31.

Nays -- Aldermen Rush, Tillman, T. Evans, J. Evans, Figueroa, Shiller -- 6.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said matter as passed:

Exhibit A.

* * *

*Corrections And Revisions Of C.D.B.G. Year**XV Budget Recommendations.*

Fund: 382

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
		C.H.A. Security Sweep Program -- 21 -- 2620		
32.	.0140	Professional and Technical Services		\$365,340
		C.H.A. Security -- Select Locations -- 21 -- 2625		
	.0140	Professional and Technical Services		\$ 172,485
		C.H.A. Senior Housing Security -- 21 -- 2630		
	.0140	Professional and Technical Services		\$ 51,800

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

The Honorable Eugene Sawyer, Acting Mayor, called the Council's attention to the presence of the following visitors:

100 students from the Stephen Hayt School, accompanied by teachers Mrs. Penny Meisler, Miss Nancy Tiffenbach, Mr. Richard Terzian and Mr. Warren Salmanoff.

55 students from the Dunne Elementary School, accompanied by teachers Ms. Barbara Medley, Ms. Gloria Dorsey and Mr. Edward T. Caster.

Time Fixed For Next Succeeding Regular Meeting.

By unanimous consent, Alderman Natarus presented a proposed ordinance which reads as follows:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday the first (1st) day of February, 1989 at 10:00 A.M. be and the same is hereby fixed to be held on Thursday, the sixteenth (16th) day of February, 1989 at 10:00 A.M., in the Council Chamber in City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Natarus, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Adjournment.

Thereupon, Alderman Natarus moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Thursday, February 16, 1989, at 10:00 A.M. in the Council Chamber in City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.