

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

COPY



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

Regular Meeting--Wednesday, February 28, 1990

at 10:00 A. M.

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

OFFICIAL RECORD.

RICHARD M. DALEY
Mayor

WALTER S. KOZUBOWSKI
City Clerk

ALDERMAN LUIS GUTIERREZ, PRESIDENT PRO TEMPORE,
IN CHAIR.

In the absence of The Honorable Richard M. Daley, Mayor, Alderman Luis Gutierrez, President Pro Tempore, assumed the Chair.

Attendance At Meeting.

Present -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone.

Absent -- Aldermen Streeter, Henry, Orr.

Call To Order.

On Wednesday, February 28, 1990 at 10:00 A.M., Alderman Luis Gutierrez, President Pro Tempore, 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, Bloom, Steele, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Langford, Jones, J. Evans, Garcia, Krystyniak, Gutierrez, E. Smith, Bialczak, Figueroa, Mell, Kotlarz, Banks, Cullerton, Laurino, Hansen, Levar, M. Smith, Stone -- 27.

Quorum present.

On motion of Alderman Bloom, it was noted in the Journal that Alderman Orr was absent due to his attendance at a funeral.

Invocation.

Reverend Gordon Humphrey, Shiloh Baptist Church, opened the meeting with prayer.

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

Rules Suspended -- MS. BESSIE COLEMAN COMMEMORATED AS
FIRST BLACK FEMALE AIRPLANE PILOT IN
UNITED STATES.

The Honorable Richard M. Daley, Mayor, presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 28, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution commemorating Bessie Coleman, the first Black female airplane pilot in the United States.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Alderman Burke moved to *Suspend the Rules Temporarily* for the immediate consideration of and action upon the said proposed resolution. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, Bessie Coleman, a Black Chicagoan, grew up with the dream of learning to fly; and

WHEREAS, In 1921, Ms. Coleman was forced to travel to France to secure a pilot's license because no one in America would teach her to fly airplanes; and

WHEREAS, Aviatrix Bessie Coleman returned to America as the world's first African American pilot and opened the first flying school for African Americans; and

WHEREAS, Bessie Coleman was killed on April 30, 1926 while preparing for an air show to benefit the Negro Welfare League in Jacksonville, Florida; and

WHEREAS, The legacy of Bessie Coleman as a pioneer in the field of aviation is alive among the African American men and women who today can earn a pilot's license in the United States; now, therefore,

Be It Resolved, That the Mayor and the members of the Chicago City Council assembled here this 28th day of February, 1990, do hereby recognize the contribution of this courageous aviatrix and that Old Mannheim Road, on the O'Hare Airport Field, be renamed "Bessie Coleman Drive" in tribute to the life and spirit of Bessie Coleman; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Bessie Coleman.

On motion of Alderman Burke, seconded by Aldermen Rush, Caldwell, Shaw, Carter, Langford, Jones, J. Evans, and E. Smith, the foregoing proposed resolution was *Adopted* by a rising vote.

At this point in the proceedings, Alderman Burke introduced the niece of Ms. Bessie Coleman, Ms. Marion Coleman; a grand niece, Mrs. Gigi Cooper and her husband John; Mr. Dean Stallworth, a grand cousin; as well as friends of Bessie Coleman and members of her extended family. Upon motion of Alderman Jesse Evans, Ms. Marion Coleman, Mr. and Mrs. Cooper and Mr. Stallworth were then invited to the Mayor's rostrum. Alderman J. Evans next moved to *Suspend the Rules Temporarily* for the purpose of allowing Ms. Marion Coleman to address the body. The motion *Prevailed* by a viva voce vote. Ms. Marion Coleman then extended her thanks to Mayor Daley and the City Council for their recognition of Ms. Bessie Coleman's achievements. After observing that her aunt passionately believed in the right of all young people to seek knowledge, Ms. Marion Coleman exhorted the youth of Chicago to overcome any obstacle in the path of their learning. Ms. Marion Coleman then concluded her remarks with the introduction of Mr. Rufus Hunt, an aviation historian who flies over the grave site of Bessie Coleman once each year and Mr. Charles Horn, coordinator of the Bessie Coleman Memorial Foundation at Saint Clara/Saint Cyril Catholic Church.

Placed On File -- DESIGNATION OF MS. MICHELLE BROWNE
AS VICE-CHAIRMAN OF BUILDING
BOARD OF APPEALS.

The Honorable Richard M. Daley, Mayor, submitted the following communication, which was *Placed on File*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 28, 1990.

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

LADIES AND GENTLEMEN -- I hereby designate Michelle Browne as vice-chairman of the Building Board of Appeals.

This communication is submitted for your information.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF CITY/STATE PROJECT AGREEMENT WITH
STATE OF ILLINOIS FOR IMPROVEMENT OF NORTH CLARK
STREET, BETWEEN WEST BARRY AVENUE
AND WEST FOSTER AVENUE.

The Honorable Richard M. Daley, 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 28, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance authorizing the execution of a City/State Project Agreement with the State of Illinois for the improvement of Clark Street from Barry Avenue to Foster Avenue.

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COMMUNICATIONS, ETC.

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Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF CITY/STATE PROJECT AGREEMENT
WITH STATE OF ILLINOIS FOR IMPROVEMENT OF
LAKE STREET DRAWBRIDGE OVER SOUTH
BRANCH OF CHICAGO RIVER.

The Honorable Richard M. Daley, 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 28, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance authorizing the execution of a City/State Project Agreement with the State of Illinois for the improvement of the Lake Street Drawbridge over the South Branch of the Chicago River.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF AMENDMENT TO CITY/STATE
PROJECT AGREEMENT WITH STATE OF ILLINOIS
FOR RECONSTRUCTION OF NORTH ORLEANS
STREET VIADUCT, BETWEEN WEST
HUBBARD STREET AND
CHICAGO RIVER.

The Honorable Richard M. Daley, 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 28, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance authorizing the execution of an amendment to a City/State Project Agreement with the State of Illinois for the reconstruction of the Orleans Street Viaduct between Hubbard Street and the Chicago River.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF AGREEMENT WITH MERCHANDISE MART
PROPERTIES, INCORPORATED AND CHICAGO AND NORTH
WESTERN TRANSPORTATION COMPANY FOR
RECONSTRUCTION OF NORTH ORLEANS
STREET VIADUCT STRUCTURE.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

2/28/90

COMMUNICATIONS, ETC.

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OFFICE OF THE MAYOR
CITY OF CHICAGO

February 28, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance authorizing the execution of an agreement between the City of Chicago, Merchandise Mart Properties, Inc., and Chicago and North Western Transportation Company for reconstruction of the North Orleans Street viaduct structure.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF AGREEMENT WITH MERCHANDISE MART
PROPERTIES, INCORPORATED FOR RECONSTRUCTION OF
NORTH ORLEANS STREET VIADUCT STRUCTURE
AND CERTAIN IMPROVEMENTS IN LOWER
LEVEL ORLEANS STREET TO
ACCOMMODATE MART
FACILITIES.

The Honorable Richard M. Daley, 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 28, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Corporation Counsel, I transmit herewith an ordinance authorizing the execution of an agreement between the City of Chicago and Merchandise Mart Properties, Inc., for reconstruction of the North Orleans Street viaduct structure and for certain improvements in lower level Orleans Street to accommodate Mart facilities.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ISSUANCE OF CITY OF CHICAGO GAS SUPPLY
REVENUE BONDS, 1990 SERIES (THE PEOPLES GAS
LIGHT AND COKE COMPANY PROJECT).

The Honorable Richard M. Daley, 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 28, 1990.

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

LADIES AND GENTLEMEN -- At the request of the City Comptroller, I transmit herewith an ordinance authorizing the issuance of not to exceed \$75,000,000 aggregate principal amount of City of Chicago Gas Supply Revenue Bonds, 1990 Series (The Peoples Gas Light and Coke Company Project).

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- SUBMISSION OF GRANT APPLICATION TO FEDERAL
AVIATION ADMINISTRATION TO FUND CAPITAL
PROJECTS AT CHICAGO MIDWAY AIRPORT.

The Honorable Richard M. Daley, 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 28, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the submission of a grant application to the Federal Aviation Administration for capital projects at Chicago Midway Airport and, if such application is approved by the Federal Aviation Administration, the execution of an agency agreement between the City and the State.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- SUBMISSION OF APPLICATION TO UNITED STATES
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FOR 1990 EMERGENCY SHELTER
GRANT FUNDS.

The Honorable Richard M. Daley, 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 28, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Human Services, I transmit herewith an ordinance authorizing the Department of Human Services to apply for 1990 Department of Housing and Urban Development Emergency Shelter Grant funds in the amount of \$2,054,000.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT TO BOUNDARIES OF MICHIGAN-CERMAK
TAX INCREMENT FINANCING REDEVELOPMENT
PROJECT AREA.

The Honorable Richard M. Daley, 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 28, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Economic Development, I hereby transmit an ordinance amending the boundaries of the Michigan-Cermak Tax Increment Financing Redevelopment Project Area.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF CONTRACT WITH METROPOLITAN
TENANTS ORGANIZATION FOR YEAR XV COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS TO PROVIDE
PRIVATE HOUSING CODE ENFORCEMENT
ACTIONS FOR INADEQUATE
HEAT COMPLAINTS.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on the Budget and Government Operations*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 28, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Building Commissioner, I transmit herewith an ordinance authorizing the execution of a contract between the City of Chicago, acting by and through the Department of Buildings, and the Metropolitan Tenants Organization. The funds to be appropriated for this Agreement have been allocated from the Year XV Community Development Block Grant. The purpose of the Agreement is to provide private housing code enforcement actions for tenant complaints of inadequate heat.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF LICENSE AGREEMENT WITH CHICAGO
AND NORTH WESTERN TRANSPORTATION COMPANY
FOR CONSTRUCTION AND MAINTENANCE
OF WATER MAIN.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing, Land Acquisition, Disposition and Leases*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 28, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Water, I transmit herewith an ordinance authorizing the City to enter into a License Agreement with the Chicago and North Western Transportation Company which grants the City rights to construct and maintain a 60-inch water main on the Chicago and North Western Transportation Company's property.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- SALE OF LAND IN CENTRAL WEST REDEVELOPMENT
AREA (PARCELS R-10 AND R-11) FOR DEVELOPMENT
OF RESIDENTIAL HOUSING UNITS.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing, Land Acquisition, Disposition and Leases*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 28, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance approving the sale of land in the Central West Redevelopment Area, Parcels R-10 and R-11 located at the northeast and southeast corners of West Jackson Boulevard and South Ashland Avenue, respectively. This sale is for the development of residential units of housing.

Also, transmitted herewith are certified copies of a resolution adopted by the Department of Urban Renewal Board at an adjourned regular meeting held on January 23, 1990, 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) RICHARD M. DALEY,
Mayor.

Referred-- AMENDMENT NUMBER TWENTY-THREE TO HYDE PARK-
KENWOOD CONSERVATION PLAN TO CHANGE EXISTING
LAND USE FOR DEVELOPMENT OF PROPERTY
LOCATED AT NORTHWEST CORNER OF
EAST 54TH PLACE AND SOUTH
ELLIS AVENUE.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing, Land Acquisition, Disposition and Leases*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 28, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance approving Amendment No. 23 to the Hyde Park-Kenwood Conservation Plan. The purpose of the plan amendment is to change an existing land use for the development of property located at the northwest corner of 54th Place and Ellis Avenue.

Also, transmitted herewith are certified copies of a resolution adopted by the Department of Urban Renewal Board at an adjourned regular meeting held on January 23, 1990, 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) RICHARD M. DALEY,
Mayor.

Referred-- REPURCHASE OF CHICAGO PARK DISTRICT LAND
LOCATED AT 7105 SOUTH WENTWORTH AVENUE IN
SOUTHEAST ENGLEWOOD URBAN RENEWAL
AREA TO CONSTRUCT HOUSING
DEVELOPMENT FOR
HANDICAPPED.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing, Land Acquisition, Disposition and Leases:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 28, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance approving the repurchase from the Chicago Park District of land in the Southeast Englewood Urban Renewal Area located at 7105 South Wentworth Avenue. This repurchase will make a site available for construction of a 40-unit housing development for the handicapped.

Also, transmitted herewith are certified copies of a resolution adopted by the Department of Urban Renewal Board at a regular meeting held on November 21, 1989, 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) RICHARD M. DALEY,
Mayor.

Referred -- SALE OF LAND LOCATED AT 7105 SOUTH WENTWORTH
AVENUE IN SOUTHEAST ENGLEWOOD URBAN RENEWAL
AREA TO ANTIOCH MISSIONARY BAPTIST CHURCH
FOR DEVELOPMENT OF HOUSING
FOR HANDICAPPED.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing, Land Acquisition, Disposition and Leases:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 28, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance approving the sale to the Antioch Missionary Baptist Church of land in the Southeast Englewood Urban Renewal Area located at 7105 South Wentworth Avenue. This sale is for the development of 40-units of housing for the handicapped under the Section 202 Direct Loan Program of the United States Department of Housing and Urban Development.

Also, transmitted herewith are certified copies of a resolution adopted by the Department of Urban Renewal Board at a regular meeting held on November 21, 1989, 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) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT NUMBER NINE TO SOUTHEAST ENGLEWOOD
URBAN RENEWAL PLAN TO ESTABLISH NEW LAND
USE CATEGORY TO FACILITATE CONSTRUCTION
OF HOUSING DEVELOPMENT
FOR HANDICAPPED.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing, Land Acquisition, Disposition and Leases:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 28, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance approving Amendment No. 9 to the Southeast Englewood Urban Renewal Plan. This amendment establishes a new land use category to facilitate development of a 40-unit housing development for the handicapped.

Also, transmitted herewith are certified copies of a resolution adopted by the Department of Urban Renewal Board at a regular meeting held on November 21, 1989, 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) RICHARD M. DALEY,
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 -- EXECUTIVE ORDER 90-1 ESTABLISHING CHICAGO
SISTER CITIES INTERNATIONAL PROGRAM*

A communication from the Honorable Richard M. Daley, Mayor, transmitting Executive Order 90-1 establishing the Chicago Sister Cities International Program, which was *Placed on File.*

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

Also, copies of resolutions adopted by the Chicago Plan Commission on February 8, 1990 and reports of the Department of Planning, approving the following proposals, which were *Placed on File*:

Department Of General Services, Real Property Section.

Disposition Of Vacant And Improved City-Owned Property.

Referral Number	Address
90-015-02	6330 -- 6342 North Campbell Avenue/6331 -- 6343 North Maplewood Avenue (Improved Parking Site No. 46)
90-016-02	2604 West Armitage Avenue
90-017-02	3275 West Armitage Avenue
90-018-02	2956 -- 2958 West Adams Street
90-019-02	2959 South Arch Street
90-022-02	5135 South Calumet Avenue
90-023-02	1919 West 63rd Street
90-024-02	943 -- 945 East 82nd Street/8201 -- 8203 South Ingleside Avenue
90-026-02	966 West Cullerton Avenue
90-027-02	972 West Cullerton Avenue

Referral Number	Address
90-028-02	3655 -- 3657 South Giles Avenue
90-029-02	621 -- 623 East 41st Street
90-030-02	4800 -- 4802 South Prairie Avenue/219 -- 229 East 48th Street
90-033-02	2503 West Lake Street
90-034-02	3223 -- 3225 West Cermak Road
90-035-02	3241 West Ogden Avenue
90-036-02	2414 West 35th Street
90-037-02	4325 -- 4329 South Vincennes Avenue
90-038-02	814 -- 824 West 57th Street
90-039-02	8437 South Gilbert Court

Department Of Housing, Urban Renewal Board.

Referral Number	Project
90-025-08	Amendment No. 8 to the Chicago-Orleans Redevelopment Plan.

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

Also, a communication signed by Mr. David R. Mosena, Commissioner of the Department of Planning, under date of February 7, 1990, showing the recommendations of the Commissioner and the Zoning Administrator concerning map amendments for which a public

hearing was held on February 6, 1990, 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 -- REPORT OF VOUCHER PAYMENTS FOR PERSONAL SERVICES FOR MONTH OF JANUARY, 1990.

The City Clerk further transmitted the following report received from Mr. Walter K. Knorr, City Comptroller, which was *Placed on File* and ordered published:

[Voucher payments printed on page 11813 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 February 7, 1990, 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 28, 1990, 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 February 7, 1990, published by authority of the City Council, in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947.

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

The City Clerk transmitted communications, reports, 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:

(Continued on page 11814)

PERSONAL SERVICES PAID BY VOUCHERS JANUARY, 1990

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE	P/M	JAN. 1990
Steve Smith	4550 N. Clarendon	Aviation	Dir Con Compliance	740	3,084.00	P/M	3,084.00
Villanova, Marshall	7036 S. Fairfield	"	Adm. Asst. II	"	2,025.00	P/M	2,025.00
Hand Normandie	2035 W. Homer	Cultural Affairs	Exec. Adm. Ser.	648	1,839.50	B/M	1,839.50
Lazzera, Jackie	1826 Home Ave.	Finance	Benefits Mgr.	100	4,200.00	P/M	4,200.00
Cummins, James	2833 N. Mason	Fire	Fireman	"	890.92	B/P	890.92
Danaher, William	6620 S. Kolin	"	"	"	300.00	B/P	300.00
Gallagher, Edward	3365 S. Racine	"	"	"	6,353.76	B/P	6,353.76
Gullen, Edmund	3042 W. 56th	"	"	"	9,788.00	B/P	9,788.00
Hendricks, William	5332 N. Delphia	"	"	"	11,256.20	B/P	11,256.20
Houlihan, Patrick	7741 S. Central Pk.	"	"	"	185.90	B/P	185.90
Klinger, Donald	5511 W. School	"	"	"	10,954.38	B/P	10,954.38
Mee, John	11314 S. Homan	"	"	"	9,910.35	B/P	9,910.35
Pavlik, Lawrence	4300 W. Ford City	"	"	"	1,074.16	B/P	1,074.16
Peters, Charles	3631 W. 107th	"	"	"	3,547.00	B/P	3,547.00
Rohleder, William	4451 S. Spaulding	"	"	"	4,546.65	B/P	4,546.65
Rooney, William	10130 S. Oakley	"	"	"	11,147.22	B/P	11,147.22
San Filippo, Phillip	11112 S. St. Louis	"	"	"	8,023.05	B/P	8,023.05
Sheridan, Mary	5311 W. Belle	"	"	"	3,547.00	B/P	3,547.00
Stolar, Douglas	6201 Pine Lake	"	"	"	6,330.52	B/P	6,330.52
Walpole, Donald	3340 W. 60th	"	"	"	12,678.93	B/P	12,678.93
Waters, John	10747 S. Sawyer	"	"	"	642.78	B/P	642.78
Williams, Robert	2843 W. Sherwin	"	"	"	6,103.02	B/P	6,103.02
Willis, Robert	10923 S. Peoria	"	"	"	7,726.68	B/P	7,726.68
Jones, Shari	1834 W. 107th	Hum. Relations	Consultant	"	3,275.00	P/M	3,275.00
Larkin, John	345 W. Fullerton	Inq. Info.	Adm. Asst. II	"	12.91	P/H	1,965.55
Keefe, Kimberly	1000 Himan	Mayor's Ofc.	Consultant	"	3,374.00	P/M	3,374.00
Bass, Westley	710 Walden Rd.	Treasurer	First Deputy	"	5,833.34	P/M	5,833.34
Zoraldo, Barreto	2629 N. Francisco	"	Admin. Supv.	"	1,986.00	P/M	4,155.33

(1989)

(Continued from page 11812)

Referred-- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

Applications (in triplicate) 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:

Argent Real Estate Development Corporation -- to classify as a B5-1 General Service District instead of an M2-2 General Manufacturing District, and then to further classify as a Business Planned Development No. _____ instead of a B5-1 General Service District the area shown on Map No. 20-F bounded by:

West 47th Street; South Hoyne Avenue; a line 418.79 feet south of West 47th Street; a line from a point 418.79 feet south of West 47th Street and 431.47 feet west of South Hoyne Avenue to a point 328.83 feet south of West 47th Street and 500.06 feet west of South Hoyne Avenue; and a line 500.06 feet west of South Hoyne Avenue.

Calumet Heights Congregation of Jehovah's Witnesses and Jeffery Valley Congregation of Jehovah's Witnesses -- to classify as an R3 General Residence District instead of a B4-1 Restricted Service District the area shown on Map No. 24-C bounded by:

East 95th Street; South Paxton Avenue; the alley next south of and parallel to East 95th Street; and South Clyde Avenue.

Carroll Park Limited Partnership -- to classify as a B4-5 Restricted Service District instead of a B4-4 Restricted Service District the area shown on Map No. 1-J bounded by:

the alley next north of and parallel to West Madison Street; North Hamlin Boulevard; West Madison Street; and a line 136.63 feet west of and parallel to North Hamlin Boulevard.

Chicago Board of Education -- to classify as an Institutional Planned Development instead of an R3 General Residence District the area shown on Map No. 5-I bounded by:

West Frances Place; a line 200 feet east of North Point Street; a line 264 feet south of West Frances Place; and North Point Place.

Ronald Hasse -- to classify as a C1-2 Restricted Commercial District instead of an R5 General Residence District the area shown on Map No. 5-G bounded by:

a line 166.22 feet north of West Webster Avenue; North Halsted Street; a line 141.22 feet north of West Webster Avenue; and the alley next west of North Halsted Street.

Heartland/Baryl Joint Venture -- to classify as a C3-6 Commercial- Manufacturing District instead of a C3-5 Commercial-Manufacturing District and then to further classify as a Business Planned Development instead of a C3-6 Commercial-Manufacturing District the area shown on Map No. 2-F bounded by:

West Van Buren Street; South Clinton Street; West Jackson Boulevard; and South Canal Street.

Tadeusz Kowalczyk -- to classify as a B4-2 Restricted Service District instead of an R3 General Residence District and a B3-2 General Retail District the area shown on Map No. 7-J bounded by:

North Milwaukee Avenue; a line 130 feet long running perpendicular to North Milwaukee Avenue beginning at a point 245 feet southeast of the intersection of North Central Park Avenue and North Milwaukee Avenue (as measured along the south line of North Milwaukee Avenue) to a point 101.85 feet (as measured along the north line of the alley next north of and parallel to West George Street if extended); the alley next north of and parallel to West George Street extended; the alley next east of and parallel to North Central Park Avenue; a line 25 feet south of and parallel to the alley next north of and parallel to West George Street extended; and North Central Park Avenue.

Michigan Avenue Bank, as trustee, under Trust No. 1-4888 -- to classify as a B4-2 Restricted Service District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 7-G bounded by:

West Diversey Parkway; a line 31.17 feet east of North Janssen Avenue; a line 116.00 feet south of West Diversey Parkway; and North Janssen Avenue.

Midwest Bank & Trust Company, under Trust No. 77-03-2004 and Bank of Hickory Hills, under Trust No. 2262 -- to classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 12-K bounded by:

a line 251.46 feet north of and parallel to West 50th Street; South Pulaski Road; West 50th Street; and the alley next west of and parallel to South Pulaski Road.

Saint Joseph Hospital and Health Care Center -- to classify as an Institutional Planned Development instead of R5 and R7 General Residence Districts the area shown on Map No. 7-F bounded by:

Parcel 1: West Surf Street; North Commonwealth Avenue; a line 228.82 feet south of and parallel to West Surf Street; and North Sheridan Road.

Parcel 2: A line 148 feet south of and parallel to West Surf Street; North Sheridan Road; the public alley next north of Diversey Parkway; and the public alley next west of North Sheridan Road.

V. Billie Selimos -- to classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 12-K bounded by:

a line 301.75 feet north of and parallel to West 49th Street; South Pulaski Road; a line 151.56 feet north of and parallel to West 49th Street; and the alley next west of and parallel to South Pulaski Road.

6151 North Sheridan Road Corporation -- to classify as a Residential Planned Development instead of an R6 General Residence District the area shown on Map No. 15-G bounded by:

a line 229.22 feet south of West Granville Avenue; a line 346 feet east of the east line of North Sheridan Road as widened; a line 304.22 feet south of West Granville Avenue; and North Sheridan Road.

Swedish Covenant Hospital -- to classify as Institutional Planned Development No. 92 instead of a B1-2 Local Retail District, R4 General Residence District and Residential Planned Development No. 92 the area shown on Map No. 13-I bounded by:

the alley next north of and parallel to West Foster Avenue; a line 300 feet east of the alley next east of and parallel to North California Avenue; West Foster Avenue; West

Winona Avenue; a line 216.2 feet east of North California Avenue; West Carmen Avenue; North Francisco Avenue; West Foster Avenue; and North California Avenue.

Urban Partners III -- to classify as a C1-3 Restricted Commercial District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 5-G bounded by:

West Armitage Avenue; a line 188.34 feet east of and parallel to North Racine Avenue; North Maud Avenue; and North Racine Avenue.

Urbanscape, Incorporated -- to classify as a C1-2 Restricted Commercial District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 5-H bounded by:

West Wabansia Avenue; North Damen Avenue; the alley next south of and parallel to West Wabansia Avenue; and a line 24 feet west of and parallel to the alley next west of and parallel to North Damen Avenue.

Ms. Kathleen M. Vyborny -- to classify as a C3-6 Commercial-Manufacturing District instead of a C3-5 Commercial-Manufacturing District the area shown on Map No. 1-F bounded by:

West Grand Avenue; a line 240.66 feet east of and parallel to North Dearborn Street; the alley next south of and parallel to West Grand Avenue; and a line 120.33 feet west of and parallel to North Dearborn Street.

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:

Alarcon Gricelda, Alexander Nicholas, Allstate Insurance Company (9) Charlotte Cwiok, Alan Gibrick, Debra R. Harmon, Annette Huizenga, Ronald J. Oleksy, Ruth Rockhold, Renee Scrutchings and Iris D. Torres, Altounian Ann, American Ambassador Casualty Company and Michael J. Butler, American Manufacturers Mutual and Ronald Traub, American Service Insurance Company (3) Donald Cleveland, Patricia Guy and Gene Hannah, Archie Dan, Arnette Elizabeth, Auskalinis Anita, Autury James E.;

Bautista Antonina A., Bell Jeffrey D., Benkendorf Ronald, Better Built Lumber, Bjoraas Albert C., Bosanko Neil A., Bowman James R., Brown Geraldine P., Burke Patricia T., Burmeister Richard V., Butryn Virginia A.;

Caldwell Kimlee K., Camargo Andres, Canteen Corporation, Car Service Incorporated, Case Bradley J., Chavez Agustin, Chicago Motor Club Insurance Company (2) Lorraine E. Egan and Katherine LaCrosse, Clark Martin, Clark Rosa, C & M Associates, Cochran Russell J., Coleman Leon, Conner Everett A., Council Willie B., Craig Allen, Crum and Forster Insurance Company and Paul Finamore, Cumis Insurance Society, Incorporated and James Rush, Cypin David T.;

Davis Curtis, Deckman Roberta J., DeLeon Angel, DiRenna Patrick, Dobin David M., Dolce Peter J., Douglas Johnny, Dudzik Karol, Durik Peter B.;

Edward Hines Lumber Company;

Fedanzo Jr. Robert C., Frank Jeffery H., Freeman Jr. Rudolph R.;

Gasik Mitchell J., Geiser Thomas W., General Casualty Companies and Shelley Jacobson, Gergits Frank, Glinzak Marilyn Y., Gonzalez Antonio, Gonzalez Awilda, Gorka Anthony M., Gramata Oscar D., Griffith Willie;

Hammatt Fern, Harrison Jim and Patricia, Hartman Bruce A., Henninger James M., Holmes Milton, Howell Hugh T.;

Iowa Medical Center;

Jackson Herman, Jones Charles, Jones Leon F.;

Kelly Jr. Sidney L., Khaffaji Mesbah, Kolski B., Krason Bonita J.;

Lathan Steven, Lee Winona S., Lido's Barber Shop, Locke Martha E., Lopez Eleanor;

McLaughlin Suzy J., McNamara John D., Mendoza Luis N., MIC General Insurance Corporation and Donald Johnson, Minkus Leslie, Mitchell Lorry M., Mizzi Barbara S., Mode Frances L., Moody Sanders M., Morales Alfonso, Moriarty Eileen T., Muhammad Aneesah;

Niculaescu Adrian, Niemand Lee W.;

Ocasio Roland M., O'Dowd David A.;

Patric Mary E., Patrick Althea C., Pavelec Thomas J., Penn Edward L., Peoples Gas Light and Coke Company (34), Piccolo Mike G., Pilastro Michael A., Pollard Fred L., Price Geri L., Pulliam Yvonne;

Reyes William, Rietz Thomas W., Riley Willie, Robinson Leslie, Rogers James E.;

Safeway Insurance Company (4) John Gilmore, Katie R. Irving, Alicia James and Mary Ross, Shire Peter C., Smith Albert, Smith Annie, Smith Shirley J., Smith Staci L., Solvie Eugene A., State Farm Insurance Company (6) Edward and Lillian Fondahn, Jacqueline Maniscalco, Craig Neal, Dolores Sandberg, Faheem Shujaiddin and Grazyna Wiszowaty, Stein Howard, Storino Charlotte E., Surti Eufremia P.;

Theus Steven L., Tribble Pearl, Triplett Ernestine, Tri State Metal;

Unwin William C.;

Vassal Michael A., Village of Burnham (Police Department), Volland John C.;

Washington Photoengraving Company, Waters Marta G., Watmough Ernest, Weatherly Jannie, West American Insurance Company and Cher Converso, West Anthony G., Wiedlin Jerome H., Williams James A., Wooten Edward;

Young Kenneth M.

Referred -- COMMITTEE ON POLICE, FIRE AND MUNICIPAL INSTITUTIONS
URGED TO HOLD PUBLIC HEARINGS ON ISSUANCE OF
FEES FOR USE OF POLICE OFFICERS BY
PUBLIC AND PRIVATE AGENCIES.

Also, a communication from Mr. Gerald M. McLaughlin transmitting a proposed resolution requesting the Committee on Police, Fire and Municipal Institutions to conduct public hearings on the issuance of fees for the use of police officers by public or private agencies, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

Referred -- TRANSFER OF CABLE TELEVISION FRANCHISE IN
AREAS TWO AND THREE FROM GROUP W CABLE TO
AFFILIATE OF PRIME CABLE OF CHICAGO,
INCORPORATED.

Also, a communication from Mr. Thomas J. Murphy transmitting a proposed resolution that would authorize the transfer of franchise ownership of cable television in Areas Two and Three from Group W Cable to an affiliate of Prime Cable of Chicago, Incorporated. Two committees having been called, the Committee on Finance and the Committee on Committees, Rules and Ethics, the said communication and proposed resolution were *Referred to the Committee on Committees, Rules and Ethics*.

Referred -- PLAT OF JOZEF PILSUDSKI SUBDIVISION ON
PORTION OF NORTH NAGLE AVENUE.

Also, a communication from Mr. John J. Pikarski, Jr. with the law offices of Zulkey, Pikarski and Gordon, transmitting a proposed ordinance concerning the approval of a plat of Jozef Pilsudski Subdivision located on a portion of North Nagle Avenue, north of West Belmont Avenue, which was *Referred to the Committee on Streets and Alleys*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

**REDUCTION OF 1989 TAX LEVY FOR CITY OF CHICAGO
ON PUBLIC BUILDING COMMISSION OF CHICAGO
BUILDING REVENUE BONDS, SERIES "B"
OF 1971.**

The Committee on Finance submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance directing the City Clerks of Cook and Du Page Counties to reduce the 1989 tax levy for the City of Chicago on Public Building Commission of Chicago Building Revenue Bonds, Series "B" of 1971, due to rental paid by the County of Cook for court facilities in the Fourth and Sixth Area Police Headquarters, 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 viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, 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, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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 1989, 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 1989 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.

EXECUTION OF PAYMENT AGREEMENT WITH PAN AMERICAN
WORLD AIRWAYS, INCORPORATED FOR RELOCATION
EXPENSES AT CHICAGO O'HARE
INTERNATIONAL AIRPORT.

The Committee on Finance submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a Settlement Agreement with Pan American Airways, Incorporated, in the amount of \$858,000, 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 viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, 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, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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. 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 enter into and execute on behalf of the City of Chicago a payment agreement with Pan American World Airways substantially in the form attached hereto with such changes, revisions and completions as may be approved by the Commissioner of Aviation, the City Comptroller and the Corporation Counsel as to form and legality.

SECTION 2. The Mayor and Commissioner of Aviation are further authorized to take such actions and to execute such other documents as may be necessary to implement the terms of the settlement.

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

Payment Agreement attached to this ordinance reads as follows:

*Payment Agreement With Pan American World Airways, Incorporated
At Chicago O'Hare International Airport.*

This Payment Agreement (the "Agreement") made and entered into as of this ____ day of _____, 1990, by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois (the "City"), and Pan American World Airways, Incorporated, a corporation organized and existing under the laws of the State of New York (the "Airline").

Whereas, The 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, Pursuant to a Joint Cargo Building and Site Lease (the "Joint Cargo Lease") between the City and the Airline approved by the City Council on December 19, 1958 and amended on December 19, 1966, the City among other things leased to the Airline and the Airline agreed to lease from the City certain site and cargo facilities in the Joint Cargo Building No. 2 at the Airport and the term of the Joint Cargo Lease entitles Pan American to the use of that facility for eight more years; and

Whereas, Pursuant to the O'Hare Development Plan the Joint Cargo Building No. 2 must be demolished in order for work on the new Automated Guideway Transportation System to proceed on schedule; and

Whereas, Pursuant to a Cargo Building and Site Lease (the "Trans World Cargo Lease") between the City and Trans World Airlines, Incorporated ("Trans World") dated as of May 31, 1988 and approved by the City Council on July 29, 1988 (Council Journal of Proceedings pages 6124 -- 6148) the City leased to Trans World certain cargo facilities (the "Trans World Cargo Facilities") and Trans World agreed to sublease not more than 8,928 square feet of space in the Trans World Cargo Facilities to the Airline provided that the Airline will pay for its prorated share of the annual operation and maintenance costs incurred under the Trans World Cargo Lease; and

Whereas, A dispute has arisen as to the amount of square feet of space which the Airline actually has under lease in the Joint Cargo Building No. 2 and how much space it needs in the Trans World Cargo Facilities to replace these facilities; and

Whereas, Trans World has approved subleasing an additional 2,832 square feet of space to the Airline but cannot sublease to the Airline contiguous space without relocating its commissary; and

Whereas, The urgency of planning and completing the proposed construction in the shortest possible time will require an estimated minimum of \$858,000 in additional funding for design/build acceleration and related costs; and

Whereas, The City has already paid the Airline \$466,000 of this amount out of the fund established to help finance the relocation of those tenants whose older cargo facilities blocked the development of the new International Terminal at the Airport, leaving an unfunded balance of \$392,000; and

Whereas, The Airline's expenses, including the building and ground rental for the additional 2,832 square feet of space to be provided by Trans World and the Airline's reimbursement to Trans World for operation and maintenance costs from January 1, 1990 through December 31, 1998 will exceed the Airline's projected land rental payments and operation and maintenance costs in the Joint Cargo Building No. 2 over the same period by approximately \$502,000 in 1989 dollars;

Now, Therefore, In consideration of the Joint Cargo Lease, the Trans World Cargo Lease, and the mutual covenants and agreements herein contained, the City and the Airline agree as follows:

Article 1. The City shall pay the Airline up to a maximum of \$392,000 out of the O'Hare Land Support Fund 757 in the manner described in Article 2 below.

Article 2. After the Airline has supplied the City with an itemized statement(s), certified by an authorized officer of the Airline and supported by invoices and other records which may be requested by the City in order to verify expenditures of \$466,000 for the cost of work, materials, or services, including architectural and engineering services, the City shall provide the Airline up to \$392,000 in additional funding subject to the same verification procedure specified herein.

Article 3. Before entering into a contract for any construction contemplated under this agreement the Airline shall first submit to the Commissioner of Aviation ("Commissioner") for his prior written approval, a construction application together with complete plans and specifications for the proposed work. If requested by the Commissioner, the Airline shall require the contractor to furnish a performance bond and payment bond, approved as to substance by the Commissioner and as to form and legality by the Corporation Counsel. The Airline shall deliver to the Commissioner "as-built" drawings of the work performed by it and shall keep such drawings current, showing any changes or modifications made in or to the space that it subleases from Trans World. All work performed by the Airline or its contractor(s), including all workmanship and materials, shall be of a quality acceptable to the City and shall be performed in accordance with the plans and specifications approved by the Commissioner. Such work may be inspected by the Commissioner or his authorized representative at any time. The Airline shall discharge when due all obligations to contractors, subcontractors, materialmen, workmen and others for all work performed and for materials furnished for or on account of the Airline.

Article 4. Within thirty (30) days following the execution of this agreement by the City and the Airline, the City shall pay the Airline a one-time payment of \$502,000 for the differential between the amount which the Airline has projected its expenses would have been from January 1, 1990 through December 31, 1998 under the Joint Cargo Lease and the amount which Trans World will charge the Airline for building and ground rental for the space to be subleased to the Airline and for its pro rata share of operation and maintenance for the same period, as shown on Exhibit I attached hereto and by this reference made a part hereof.

Article 5. The Airline shall provide evidence of any insurance as may be required by the City. Further, the Airline assures that it will comply with all ordinances and executive orders of the City of Chicago.

In Witness Whereof, The City has caused this Agreement to be executed on its behalf by its Mayor, pursuant to the authorization of the City Council of the City, and its seal to be affixed hereto and attested to by the City Clerk of the 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.]

[Exhibit 1 attached to this agreement printed on page 11827 of this Journal.]

EXECUTION OF PAYMENT AGREEMENT WITH TRANS WORLD
AIRLINES, INCORPORATED FOR RELOCATION
EXPENSES AT CHICAGO O'HARE
INTERNATIONAL AIRPORT.

The Committee on Finance submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a payment agreement between the City of Chicago and Trans World Airlines, Incorporated, in an amount not to exceed \$528,000, 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 viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, 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, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Stone -- 47.

Nays -- None.

(Continued on page 11828)

 PAN AMERICAN MOVE TO TWA
 CARGO FACILITY

-----CURRENT----- BASED UPON 8928 SQUARE FEET					-----PROPOSED----- BASED UPON 8928 SQUARE FEET					-----PROPOSED----- BASED UPON 2832 SQUARE FEET					
YEAR	BLDG \$0.00 PER SQFT	O & H \$4.84 PER SQFT	LAND \$0.00 PER SQFT	TOTAL	YEAR	BLDG \$0.00 PER SQFT	O & H \$8.40 PER SQFT	LAND \$0.00 PER SQFT	SUBTOTAL	YEAR	BLDG \$7.00 PER SQFT	O & H \$8.40 PER SQFT	LAND \$1.50 PER SQFT	SUBTOTAL	TOTAL
1990	0	43,232	3,200	46,432	1990	0	74,995	0	74,995	1990	19,824	23,789	4,240	47,853	122,856
1991	0	43,232	3,200	46,432	1991	0	74,995	0	74,995	1991	19,824	23,789	4,240	47,853	122,856
1992	0	48,420	3,200	51,620	1992	0	83,995	0	83,995	1992	19,824	26,643	4,240	50,707	134,710
1993	0	48,420	3,200	51,620	1993	0	83,995	0	83,995	1993	19,824	26,643	4,240	50,707	134,710
1994	0	54,230	3,200	57,430	1994	0	94,074	0	94,074	1994	19,824	29,841	4,240	53,905	147,987
1995	0	54,230	3,200	57,430	1995	0	94,074	0	94,074	1995	19,824	29,841	4,240	53,905	147,987
1996	0	60,730	3,200	63,930	1996	0	105,363	0	105,363	1996	19,824	33,422	4,240	57,486	162,856
1997	0	60,730	3,200	63,930	1997	0	105,363	0	105,363	1997	19,824	33,422	4,240	57,486	162,856
1998	0	68,026	3,200	71,226	1998	0	118,006	0	118,006	1998	19,824	37,432	4,240	61,504	179,511
				510,066					836,860					481,469	1,316,329

YEAR	ANNUAL DIFFERENCE BETWEEN PROPOSED AND CURRENT		DISCOUNTED CASH PAYBACK	
	DISCOUNT FACTOR			
1990	76,424	1.1000	69,476	
1991	76,424	1.2100	63,160	
1992	83,090	1.3310	62,627	
1993	83,090	1.4641	56,752	
1994	90,557	1.6105	56,229	
1995	90,557	1.7716	51,117	
1996	98,918	1.9487	50,761	
1997	98,918	2.1436	46,146	
1998	108,285	2.3579	45,923	
		886,263	501,991	

EXHIBIT I

(Continued from page 11826)

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. 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 enter into and execute, on behalf of the City of Chicago a payment agreement with Trans World Airlines, Incorporated, substantially in the form attached hereto with such changes, revisions and completions as may be approved by the Commissioner of Aviation, the City Comptroller and the Corporation Counsel as to form and legality.

SECTION 2. The Mayor and Commissioner of Aviation are further authorized to take such actions and to execute such other documents as may be necessary to implement the terms of the payment agreement.

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

Payment Agreement attached to this ordinance reads as follows:

*Payment Agreement With Trans World Airlines, Incorporated
At Chicago O'Hare International Airport.*

This Payment Agreement (the "Agreement") made and entered into as of this _____ day of _____, 1990, by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois (the "City"), and Trans World Airlines, Incorporated, a corporation organized and existing under the laws of the State of Delaware (the "Airline").

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, Pursuant to a Joint Cargo Building and Site Lease (the "Joint Cargo Lease") between the City and Pan American World Airlines Incorporated, ("Pan American") approved by the City Council on December 19, 1958 and amended on December 19, 1966, the City among other things leased to Pan American and Pan American leased from the City certain site and cargo facilities in the Joint Cargo Building No. 2 at the Airport and the term of the Joint Cargo Lease entitles Pan American to the use of that facility for eight more years; and

Whereas, Pursuant to the O'Hare Development Plan the Joint Cargo Building No. 2 must be demolished in order for work on the new Automated Guideway Transportation System to proceed on schedule; and

Whereas, Pursuant to a Cargo Building and Site Lease (the "Trans World Cargo Lease") between the City and the Airline dated as of May 31, 1988 and approved by the City Council on July 29, 1988 (Council Journal of Proceedings pages 6124 -- 6148) the City leased to Airline certain cargo facilities (the "Trans World Cargo Facilities") and the Airline agreed to sublease not more than 8,928 square feet of space in the Trans World Cargo Facilities to Pan American provided that Pan American will pay for its prorated share of the annual operation and maintenance costs incurred under the Trans World Cargo Lease; and

Whereas, A dispute has arisen as to the amount of square feet of space which Pan American actually has under lease in the Joint Cargo Building No. 2 and how much space it needs to replace these facilities; and

Whereas, The Airline has approved subleasing an additional 2,832 square feet of space to Pan American but cannot sublease to Pan American contiguous space without relocating its commissary; and

Whereas, The urgency of planning, relocating certain facilities and completing the proposed construction in the shortest possible time will require an estimated minimum of \$528,000 in additional funding for design/building acceleration and related cost; and

Whereas, The City has funds available in the O'Hare Land Support Fund 757 to reimburse the Airline for the additional cost;

Now, Therefore, In consideration of the premises and the mutual covenants and agreements herein contained, the City and the Airline agree as follows:

Article 1. The City shall pay the Airline up to a maximum of \$528,000 out of the O'Hare Land Support Fund 757 in the manner described in Article 2 below.

Article 2. Within thirty (30) days following the execution of the Agreement by the City and the Airline, the City shall pay the Airline a lump sum payment of \$528,000 for full funding of the Airline's costs in the relocation of its commissary.

Article 3. By March 15, 1990, or as soon thereafter as reasonably possible, the Airline agrees to supply the City with an itemized statement(s) of the total of the Airline's expenditures in relocating its commissary. Said statement is to be certified by an authorized officer of the Airline and supported by invoices and other records as may be requested by the City in order to verify the cost for work, materials and services, including architectural and engineering services. The Airline further agrees to refund to the City by April 15, 1990 any of the \$528,000 in construction funding advanced under Article 2 above which cannot be justified as a necessary part of the project to relocate Pan American into the 11,760 square feet of the Trans World Cargo Facilities building as previously agreed.

Article 4. Before entering into a contract for any construction contemplated under this

agreement (the "Agreement"), the Airline shall first submit to the Commissioner of Aviation ("Commissioner") for his prior written approval, complete plans and specifications for the proposed work. If requested by the Commissioner, the Airline shall require the contractor to furnish a performance bond and payment bond, approved as to substance by the Commissioner and as to form and legality by the Corporation Counsel. The Airline shall deliver to the Commissioner "as-built" drawings of the work performed by it and shall keep such drawings current, showing any changes or modifications made in or to the Trans World Cargo Facilities in connection with the relocation of its commissary. The Airline shall discharge when due all obligations to contractors, subcontractors, materialmen, workmen and others for all work performed and for materials furnished for or on account of the Airline. All work performed by the Airline or its contractor(s), including all workmanship and materials, shall be of a quality acceptable to the City and shall be performed in accordance with the plans and specifications approved by the Commissioner. Such work may be inspected by the Commissioner or his authorized representative at any time.

Article 5. The Airline shall provide evidence of any insurance as may be required by the City. Further, the Airline assures that it will comply with all ordinances and executive orders of the City of Chicago.

Article 6. The parties agree that the Trans World Cargo Lease remains in full force and effect and any rights contemplated herein are subject to the provisions of the Trans World Cargo Lease.

In Witness Whereof, The City has caused this Agreement to be executed on its behalf by its Mayor, pursuant to the authorization of the City Council of the City, and its seal to be affixed hereto and attested to by the City Clerk of the 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.]

EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR IMPROVEMENT
OF VARIOUS STREETS UNDER 1990 RESIDENTIAL STREET
RESURFACING PROGRAM.

The Committee on Finance submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an agreement with the State of Illinois for the resurfacing of various residential streets, in the amount of \$18,000,000, 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 viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, 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, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone.-- 47.

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. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the resurfacing of various residential streets, described therein, said agreement to be substantially in the following form:

[City/State Project Agreement immediately follows Section 3
of this ordinance.]

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

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

City/State Project Agreement attached to this ordinance reads as follows:

City-State Project Agreement.

Residential Street Resurfacing -- 1990.

North Area 1

City Section No.: _____

State Job No.: _____

D.P.W. Project No.: _____

North Area 2

City Section No.: _____

State Job No.: _____

D.P.W. Project No.: _____

North Area 3

City Section No.: _____

State Job No.: _____

D.P.W. Project No.: _____

North Area 4

City Section No.: _____

State Job No.: _____

D.P.W. Project No.: _____

Central Area 1

City Section No.: _____

State Job No.: _____

D.P.W. Project No.: _____

Central Area 2

City Section No.: _____

State Job No.: _____

D.P.W. Project No.: _____

Central Area 3

City Section No.: _____

State Job No.: _____

D.P.W. Project No.: _____

South Area 1

City Section No.: _____

State Job No.: _____

D.P.W. Project No.: _____

South Area 2

City Section No.: _____

State Job No.: _____

D.P.W. Project No.: _____

South Area 3

City Section No.: _____

State Job No.: _____

D.P.W. Project No.: _____

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

Witnesseth:

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

Whereas, On June 30, 1989, the State and the City entered into a Memorandum of Understanding regarding the funding of a Five-Year Road Program in Chicago, concluding with the end of State Fiscal Year 1994, and that Memorandum provides the basis for the State funds provided under this Agreement; and

Whereas, The State and the City, in the interest of the safe and efficient movement of vehicular traffic, find it necessary to proceed with the resurfacing of an estimated 100 miles of residential streets (approximately two miles in each of the city's 50 wards), hereinafter referred to as the Project(s), described in numbered paragraph 9 and identified in Exhibit A of this Agreement.

The City Hereby Agrees:

1. To prepare, or cause to be prepared, surveys, plans, specifications and estimates of cost for the Project(s) and to submit same for approval by the State.
2. To perform preliminary engineering for the proposed relocation and/or adjustments of City's utilities, which are necessary as part of the Project(s) and to perform force account construction for such items in accordance with the approved plans, specifications and estimates of costs.
3. Subject to the State's authorization and concurrence, to let and award all contracts for the construction and to provide all necessary force account construction and construction engineering/supervision, all in accordance with established procedures of the City and the State.
4. To finance the work pending progressive reimbursement, by the State, to appropriate such funds as are necessary therefor, and to prepare a complete and accurate breakdown of costs of the Project(s).
5. To pay any costs in excess of the State's limiting amount, as established in numbered paragraph 7 of this Agreement or otherwise provided for by amendment to this Agreement.
6. To retain all Project records and to make them available for audit by State auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project(s) by the parties hereto.

The State Hereby Agrees:

7. To reimburse the City for one hundred percent (100%) of the City's cost, not to exceed a maximum of \$18,000,000, as described in numbered paragraph 10 of this Agreement, for the Project(s), upon receipt of billing supported by documentation as required by the State.
8. To review without delay, all submittals including plans, specifications and estimates, requests for authorization for advertisement of bids, and requests for concurrence in the award and approval of contracts for the Project(s).

The Parties Hereto Mutually Agree:

9. That the Project(s) covered by this Agreement will include the following work:
- (a) Using a Heat-In-Place Recycling Machine and/or a cold Milling Machine, rejuvenation and/or removal of the existing asphalt to a depth not to exceed 4 inches.
 - (b) Resurfacing of the recycled or milled area using bituminous concrete.
 - (c) Reconstruction of concrete curb, or combination concrete curb and gutter.
 - (d) Adjustment of drainage structures.
 - (e) Removal and replacement of deteriorated base where designated by the Engineer, using Portland Cement Concrete as replacement material.
10. That the estimated costs of the Project(s) covered and described by this Agreement are:

North Area 1

D.P.W. Project No.: _____

Wards: 40, 46, 48, 49 and 50.

Contract Construction	\$1,650,000
Force Account Construction	45,000
Construction Engineering/Supervision	<u>105,000</u>
TOTAL:	\$1,800,000

North Area 2

D.P.W. Project No.: _____

Wards: 38, 39, 41, 45 and 47.

Contract Construction	\$1,650,000
Force Account Construction	45,000
Construction Engineering/Supervision	<u>105,000</u>
TOTAL:	\$1,800,000

North Area 3

D.P.W. Project No.: _____

Wards: 30, 33, 35, 36 and 44.

Contract Construction	\$1,650,000
Force Account Construction	45,000
Construction Engineering/Supervision	<u>105,000</u>
TOTAL:	\$1,800,000

North Area 4

D.P.W. Project No.: _____

Wards: 26, 31, 32, 42 and 43.

Contract Construction	\$1,650,000
Force Account Construction	45,000
Construction Engineering/Supervision	<u>105,000</u>
TOTAL:	\$1,800,000

Central Area 1

D.P.W. Project No.: _____

Wards: 1, 27, 28, 29 and 37.

Contract Construction	\$1,650,000
Force Account Construction	45,000
Construction Engineering/Supervision	<u>105,000</u>
TOTAL:	\$1,800,000

Central Area 2

D.P.W. Project No.: _____

Wards: 2, 11, 22, 24 and 25.

Contract Construction	\$1,650,000
Force Account Construction	45,000
Construction Engineering/Supervision	<u>105,000</u>
TOTAL:	\$1,800,000

Central Area 3

D.P.W. Project No.: _____

Wards: 3, 4, 12, 14 and 23.

Contract Construction	\$1,650,000
Force Account Construction	45,000
Construction Engineering/Supervision	<u>105,000</u>
TOTAL:	\$1,800,000

South Area 1

D.P.W. Project No.: _____

Wards: 5, 13, 15, 16 and 20.

Contract Construction	\$1,650,000
Force Account Construction	45,000
Construction Engineering/Supervision	<u>105,000</u>
TOTAL:	\$1,800,000

South Area 2

D.P.W. Project No.: _____

Wards: 6, 7, 8, 17 and 18.

Contract Construction	\$1,650,000
Force Account Construction	45,000
Construction Engineering/Supervision	<u>105,000</u>
TOTAL:	\$1,800,000

South Area 3

D.P.W. Project No.: _____

Wards: 9, 10, 19, 21 and 34.

Contract Construction	\$1,650,000
Force Account Construction	45,000
Construction Engineering/Supervision	<u>105,000</u>
TOTAL:	\$1,800,000

11. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
12. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$18,000,000) as authorized by the City Council.
13. That this Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded by July 1, 1993.
14. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

The Local Agency certifies to the best of its knowledge and belief its officials:*

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (2) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction: violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in item (2) of this certification;
- (4) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default;

* The Local Agency for purpose of this certification is defined as the Department of Public Works of the City of Chicago. Officials for the purpose of this certification are the Mayor of the City of Chicago, the Commissioner of the Department of Public Works, the Purchasing Agent and the Comptroller of the City of Chicago.

- (5) have not been barred from signing this Agreement as a result of a violation of Sections 33E-3 and 33-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Revised Statutes);
- (6) are not in default of an educational loan as provided in Public Act 85- 827;
- (7) have not been barred from signing this Agreement as a result of a violation of Chapter 127, Section 10.2 of the Illinois Revised Statutes.

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

[Signature forms omitted for printing purposes.]

Exhibit "A" and Minority Business Enterprises Provisions attached to this Agreement read as follows:

Exhibit "A".

The following is a ward by ward listing of the 1990 Residential Street Resurfacing Program priorities as submitted by each alderman. Approximately two miles per ward of residential streets will be resurfaced based on these priorities.

Exact locations and mileage are subject to: approval by the Illinois Department of Transportation; coordination with planned utility improvements; and determination of final quantities and other construction costs.

Ward listings attached to this Exhibit "A" read as follows:

*1990 Illinois Department Of Transportation
2-Mile Residential Street Resurfacing Program.*

1st Ward.

Erie, Wood -- Armour

Armour, Huron -- Chicago

1st Ward. (cont.)

Huron, Racine -- Elizabeth

Elizabeth, Grand -- Erie

Race, Elizabeth -- Ogden

Ohio, Ashland -- Paulina

Wood, Grand -- Erie

Huron, Ashland -- Paulina

Fulton, Desplaines -- Clinton

23rd Place, Canal -- Archer

Armour, Grand -- Ohio

Bishop, Grand -- Ohio

14th Street, Racine -- Throop

Loomis, Harrison -- Lexington

Loomis, Lexington -- Taylor (Alt.)

2nd Ward.

29th Street, King -- Lake Park

Vernon, 29th Street -- 30th Street

Cottage Grove, 29th Place -- 30th Street

Lake Park, 29th Street -- 31st Street

Cottage Grove, 33rd Place -- 35th Street

38th Street, King -- Giles

38th Street, Indiana -- Prairie

2nd Ward. (cont.)

Wabash, 40th Street -- 43rd Street
Cottage Grove, 30th Street -- 31st Street
40th Street, State -- Federal
30th Street, Vernon -- Cottage Grove
40th Street, King -- Calumet
40th Street, Prairie -- Michigan (Alt.)

3rd Ward.

44th Street, King -- Vincennes
45th Street, Vincennes -- St. Lawrence
48th Place, King -- Vincennes
44th Street, King -- Calumet
45th Street, King -- Calumet
46th Street, King -- Calumet
Perry, 55th Street -- 57th Place
Lafayette, 57th Street -- 59th Street
Normal, 60th Street -- Englewood
Englewood, Wallace -- Normal
61st Street, Wallace -- Normal
60th Place, Wallace -- Princeton
60th Street, Wallace -- Princeton
58th Street, Wallace -- Stewart (Alt.)
57th Place, dead end -- dead end (Alt.)

3rd Ward. (cont.)

56th Place, dead end -- Stewart (Alt.)

Tremont, dead end -- Stewart (Alt.)

56th Street, dead end -- Stewart (Alt.)

4th Ward.

54th Street, Ellis -- Kimbark

42nd Street, Langley -- Cottage Grove

Champlain, 45th Street -- 49th Street

Evans, cul-de-sac -- 46th Street

44th Street, Cottage Grove -- Champlain

Woodlawn, 45th Street -- 47th Street

Woodlawn, 53rd Street -- 54th Street

5th Ward.

70th Street, South Shore Drive -- Crandon

70th Street, Jeffery -- Creiger

59th Street, Blackstone -- Woodlawn

62nd Street, Stony Island -- I.C. R.R.

Paxton, 75th Street -- 77th Street

Oglesby, 71st Street -- 72nd Street

56th Street, University -- Dorchester

Constance, 73rd Street -- 74th Street

5th Ward. (cont.)

73rd Street, Constance -- Jeffery

Dorchester, 55th Street -- 56th Street

Cornell, 53rd Street -- 55th Street (Alt.)

Kenwood, 55th Street -- 56th Street (Alt.)

Kimbark, 55th Street -- 57th Street (Alt.)

73rd Street, Jeffery -- Merrill (Alt.)

6th Ward.

Calumet, 92nd Street -- 93rd Street

Calumet, 100th Street -- 101st Street

Rhodes, 78th Street -- 79th Street

Eberhart, 75th Street -- 76th Street

University, 71st Street -- 72nd Street

Champlain, 86th Street -- 87th Street

Burnside, Champlain -- Cottage Grove

89th Place, Indiana -- Calumet

St. Lawrence, 94th Street -- 95th Street

Calumet, 79th Street -- 80th Street

Calumet, 80th Street -- 81st Street

Eberhart, 87th Street -- 89th Street

Vernon, 101st Street -- 102nd Street

6th Ward. (cont.)

Langley, 74th Street -- 75th Street

Rhodes, 76th Street -- 77th Street (Alt.)

Ingleside, 74th Street -- 75th Street (Alt.)

Langley, 77th Street -- 78th Street (Alt.)

Forest, 96th Street -- 97th Street (Alt.)

101st Street, King -- Vernon (Alt.)

102nd Street, King -- Vernon (Alt.)

Forest, 97th Street -- 98th Street (Alt.)

Dante, 75th Street -- 76th Street (Alt.)

Calumet, 81st Street -- 82nd Street (Alt.)

7th Ward.

Manistee, 79th Street -- 83rd Street

Marquette, 76th Street -- 79th Street

Saginaw, 75th Street -- 79th Street

Muskegon, 83rd Street -- 87th Street

Saginaw, 93rd Street -- 94th Street

Coles, 76th Street -- 79th Street (Alt.)

Marquette, 92nd Street -- 94th Street (Alt.)

8th Ward.

Kenwood, 83rd Street -- 85th Street

Kimbark, 81st Street -- 85th Street

8th Ward. (cont.)

Greenwood, 95th Street -- 99th Street

Woodlawn, 95th Street -- 99th Street

Creiger, 75th Street -- 76th Street

Chappel, 77th Street -- 79th Street

Euclid, 84th Street -- 87th Street (Alt.)

9th Ward.

126th Street, Stewart -- Harvard

120th Place, State -- Michigan

Normal, 128th Place -- 129th Place

Union, 122nd Street -- 123rd Street

Parnell, 124th Street -- 125th Street

Emerald, 128th Place -- 129th Place

Yale, 121st Street -- 123rd Street

Parnell, 127th Street -- 129th Place

Union, Vermont -- 129th Place

129th Place, Halsted -- Eggleston

10th Ward.

Manistee, 95th Street -- 99th Street

Avenue H, 108th Street -- 112th Street

Avenue J, 110th Street -- 114th Street

Muskegon, 95th Street -- 99th Street

10th Ward. (cont.)

Avenue G, 110th Street -- 112th Street (Alt.)

11th Ward.

Union, 26th Street -- 31st Street

Emerald, 26th Street -- 31st Street

Wallace, 26th Street -- 35th Street

Wallace, 35th Street -- 39th Street (Alt.)

12th Ward.

Sawyer, 51st Street -- 52nd Street

Francisco, 43rd Street -- 44th Street

Albany, Archer -- 44th Street

42nd Street, Sacramento -- Kedzie

Sacramento, Archer -- 43rd Street

Wolcott, 37th Street -- 39th Street

Francisco, 44th Street -- 45th Street

Albany, 44th Street -- 47th Street

Sacramento, 43rd Street -- 47th Street

Richmond, 43rd Street -- 45th Street (Alt.)

13th Ward.

Sawyer, 77th Street -- 78th Street

Kolin, 56th Street -- 57th Street

13th Ward. (cont.)

Kenneth, 55th Street -- 57th Street

Kolmar, 59th Street -- 63rd Street

Kilbourn, 59th Street -- 63rd Street

56th Street, Kedvale -- Keeler

64th Place, Pulaski -- Hamlin

65th Street, Springfield -- Central Park

65th Street, Pulaski -- Springfield (Alt.)

65th Street, Central Park -- St. Louis (Alt.)

64th Street, Central Park -- St. Louis (Alt.)

64th Street, Menard -- Austin (Alt.)

64th Place, Menard -- Austin (Alt.)

Lorel, 63rd Street -- 65th Street (Alt.)

63rd Place, Austin -- Menard (Alt.)

Reilly, 78th Street -- 78th Place (Alt.)

61st Street, Lawndale -- Central Park (Alt.)

62nd Street, St. Louis -- Lawndale (Alt.)

64th Place, Central -- Menard (Alt.)

64th Street, Central -- Menard (Alt.)

63rd Place, Central -- Menard (Alt.)

64th Place, Long -- Central (Alt.)

64th Street, Long -- Central (Alt.)

63rd Place, Long -- Central (Alt.)

14th Ward.

Troy, 55th Street -- 57th Street

Talman, 50th Street -- 56th Street

57th Street, California -- Kedzie

Seeley, 53rd Place -- 55th Street

Richmond, 56th Street -- 59th Street

Artesian, 51st Street -- 55th Street (Alt.)

Albany, 55th Street -- 63rd Street (Alt.)

63rd Place, Kedzie -- St. Louis (Alt.)

15th Ward.

Campbell, 71st Street -- 73rd Street

Wood, 55th Street -- 59th Street

Maplewood, 72nd Street -- 74th Street

Marshfield, 55th Street -- 58th Street

Winchester, 63rd Street -- 65th Street

Claremont, 71st Street -- 73rd Street

Honore, 63rd Street -- 64th Street

16th Ward.

Peoria, 65th Street -- 66th Street

Aberdeen, 55th Street -- 56th Street

Bishop, 68th Street -- 70th Street

Green, 65th Street -- 67th Street

16th Ward. (cont.)

Sangamon, 70th Street -- 71st Street

Morgan, 57th Street -- 58th Street

Throop, 63rd Street -- 64th Street

Bishop, 65th Street -- 66th Street

Green, 68th Street -- 69th Street

Elizabeth, 69th Street -- 71st Street

May, 53rd Street -- 55th Street

Morgan, 51st Street -- 53rd Street

17th Ward.

Perry, 79th Street -- 83rd Street

73rd Street, Racine -- Ashland

Normal, 76th Street -- 78th Street

Wentworth, 79th Street -- 83rd Street

Peoria, 71st Street -- 73rd Street

Peoria, 73rd Street -- 75th Street (Alt.)

Harvard, 71st Street -- 75th Street (Alt.)

Yale, 79th Street -- 82nd Street (Alt.)

18th Ward.

Kenneth, 81st Street -- 82nd Street

Wolcott, 80th Street -- 81st Street

Talman, 82nd Street -- 83rd Street

18th Ward: (cont.)

Fairfield, 79th Street -- 83rd Street

84th Place, Whipple -- Kedzie

85th Street, Whipple -- Kedzie

Winchester, 82nd Street -- 83rd Street

Marshfield, 84th Street -- 86th Street

Justine, 81st Street -- 83rd Street

Throop, 82nd Street -- 83rd Street

19th Ward.

Hoyne, 95th Street -- 99th Street

Charles, 99th Street -- 103rd Street

Fairfield, 99th Street -- 103rd Street

Hamlin, 107th Street -- 109th Street

Washtenaw, 113th Street -- 115th Street

Washtenaw, 111th Street -- 113th Street (Alt.)

20th Ward.

60th Street, Calumet -- King

60th Street, Indiana -- Prairie

St. Lawrence, 60th Street -- 63rd Street

Eberhart, 60th Street -- 61st Street

Eberhart, 62nd Street -- 63rd Street

Langley, 61st Street -- 63rd Street

20th Ward.. (cont.)

Champlain, 61st Street -- 63rd Street

Evans, 62nd Street -- 63rd Street

Rhodes, 62nd Street -- 63rd Street

Rhodes, 60th Street -- 62nd Street

Dante, 68th Street -- 69th Street

Ellis, 62nd Street -- 63rd Street

Ellis, 61st Street -- 62nd Street (Alt.)

Ingleside, 61st Street -- cul-de-sac (Alt.)

Ingleside, cul-de-sac -- 63rd Street (Alt.)

Calumet, 61st Street -- 62nd Street (Alt.)

21st Ward.

Ada, 87th Street -- 89th Street

Lafayette, 99th Street -- 100th Street

Eggleston, 88th Street -- 89th Street

Normal, 90th Street -- 91st Street

Wallace, 85th Street -- 86th Street

Peoria, 97th Street -- 98th Street

Carpenter, 91st Street -- 92nd Street

May, 89th Street -- 90th Street

93rd Street, Ashland -- Beverly

Justine, 94th Street -- 95th Street

Bishop, 95th Street -- 97th Street.

21st Ward. (cont.)

Racine, 102nd Street -- 103rd Street

Winston, 97th Street -- 99th Street

Winston, 95th Street -- 97th Street (Alt.)

Perry, 95th Street -- 96th Street (Alt.)

Wallace, 96th Street -- 97th Street (Alt.)

LaSalle, 100th Street -- 101st Street (Alt.)

22nd Ward.

Millard, 26th Street -- 27th Street

Ridgeway, 25th Street -- 27th Street

Avers, 30th Street -- 31st Street

Hamlin, 27th Street -- 28th Street

Harding, 24th Street -- 25th Street

Harding, 27th Street -- 28th Street

Troy, 26th Street -- 28th Street

Keeler, 27th Street -- 30th Street

Springfield, 25th Street -- 26th Street

Harding, 30th Street -- 31st Street

30th Street, Pulaski -- Keeler

23rd Ward.

Kilbourn, Archer -- 53rd Street

Kenneth, Archer -- 53rd Street

23rd Ward. (cont.)

49th Street, Kildare -- Karlov
55th Place, Central Park -- Lawndale
56th Street, Central Park -- Lawndale
56th Place, Central Park -- Lawndale
57th Street, Central Park -- Lawndale
57th Place, Central Park -- Lawndale
58th Street, Central Park -- Lawndale
54th Street, Kenneth -- Tripp
Kenneth, 55th Street -- railroad
Kolmar, Archer -- 53rd Street
53rd Street, Kolmar -- Kenneth (Alt.)

24th Ward.

Homan, Roosevelt -- 13th Street
Keeler, 16th Street -- 22nd Street
Kildare, 19th Street -- 22nd Street
Cullerton, Karlov -- Kildare
21st Place, Karlov -- Kostner
21st Street, Karlov -- Kostner

25th Ward.

24th Street, Leavitt -- Western
25th Street, Western -- Oakley

25th Ward. (cont.)

Claremont, 25th Street -- Blue Island

23rd Street, Damen -- Oakley

23rd Street, Wolcott -- Damen

Throop, 19th Street -- 20th Street

Allport, 19th Street -- 21st Street

20th Place, Morgan -- Carpenter

Morgan, 18th Street -- 19th Street

17th Street, Laflin -- Ashland

17th Street, Paulina -- Ashland

19th Street, Hoyne -- Leavitt

18th Place, Leavitt -- Hoyne

21st Place, Leavitt -- Damen (Alt.)

Hoyne, 23rd Street -- 24th Street (Alt.)

23rd Place, Hoyne -- Oakley (Alt.)

26th Ward.

Fairfield, Bloomingdale -- Cortland

Thomas, Washtenaw -- California

Marshfield, Cortez -- Division

Troy, North -- Wabansia

Dickens, Mozart -- Humboldt

Mozart, Augusta -- Cortez

Haddon, Paulina -- Hermitage

26th Ward. (cont.)

Mozart, McLean -- Dickens

Maplewood, Iowa -- Chicago

Paulina, Division -- Milwaukee

Albany, Cortland -- Armitage

Campbell, Chicago -- Iowa

Troy, Wabansia -- Bloomington

Mozart, Thomas -- Division

Cortez, Washtenaw -- Rockwell

Potomac, Washtenaw -- Rockwell

Albany, Belden -- Fullerton

Maplewood, Division -- Potomac

27th Ward.

Iowa, Central Park -- St. Louis

Iowa, Trumbull -- Homan

Erie, Hoyne -- Leavitt

Erie, Leavitt -- Oakley

Albany, Kinzie -- Ohio

Albany, Chicago -- Ohio

Race, Wolcott -- Hoyne

Erie, Wolcott -- Hoyne

Huron, Albany -- Spaulding

Trumbull, Iowa -- Chicago

27th Ward. (cont.)

Mozart, Walnut -- Washington

Ohio, Homan -- St. Louis (Alt.)

28th Ward.

Monroe, Cicero -- Lavergne

Flournoy, Kildare -- Kostner

Carroll, St. Louis -- Central Park

Walnut, St. Louis -- Central Park

Fulton, St. Louis -- Central Park

Adams, Hamlin -- Springfield

Maypole, Kildare -- Kostner

Arthington, Kilpatrick -- Cicero

Carroll, Homan -- St. Louis

Walnut, Homan -- St. Louis

Fulton, Homan -- St. Louis

Adams, Springfield -- Pulaski

Springfield, Jackson -- Congress

Kenneth, Harrison -- Fifth

Karlov, Harrison -- Fifth

Keeler, Harrison -- Fifth (Alt.)

Kolmar, Lexington -- Fifth (Alt.)

29th Ward.

Potomac, Long -- Central

Hirsch, Long -- Central

Quincy, Laramie -- Central

Fulton, Central -- Austin

Massasoit, Division -- North

30th Ward.

Linder, Fullerton -- Diversey

Lotus, Fullerton -- Wrightwood

Latrobe, Grand -- Palmer

Mason, Grand -- Fullerton

Marmora, Grand -- Fullerton

Monitor, Grand -- Fullerton

Menard, Grand -- Belden

Menard, Belden -- Fullerton (Alt.)

La Crosse, Palmer -- Belden (Alt.)

31st Ward.

Potomac, St. Louis -- Central Park

St. Louis, Potomac -- Hirsch

Beach, Kedzie -- Homan

Lyndale, Central Park -- Kimball

Monticello, North -- Armitage

31st Ward. (cont.)

Kildare, Chicago -- Iowa

Walton, Kilbourn -- Keeler

Keystone, Division -- Augusta

Shakespeare, Central Park -- Kimball

Kedvale, North -- Bloomingdale (Alt.)

Springfield, North -- Bloomingdale (Alt.)

32nd Ward.

Greenview, Clybourn -- Fullerton

Melrose, Ravenswood -- Damen

Oakley, Armitage -- Dickens

Winchester, Wabansia -- railroad

Beach, Ashland -- Wood

Bosworth, Blackhawk -- North

Winchester, Iowa -- Thomas

Thomas, Leavitt -- Western

Nelson, Wolcott -- Damen

Moffat, Damen -- Hoyne

Hoyne, Armitage -- Cortland

33rd Ward.

Albany, Fullerton -- Kedzie

Washtenaw, Kennedy Expressway -- Wellington

33rd Ward. (cont.)

Albany, Waveland -- Grace
Campbell, Diversey -- Elston
Maplewood, Fullerton -- Logan
Bernard, Fullerton -- Wrightwood
Albany, Irving Park -- Berteau
Dawson, Milwaukee -- Kimball
George, Sacramento -- Albany
Troy, Diversey -- Wellington
Artesian, Schubert -- Diversey
Lawndale, Schubert -- Diversey
Lawndale, Wrightwood -- Schubert (Alt.)

34th Ward.

110th Street, Wentworth -- Princeton
Lafayette, 107th Street -- 108th Street
106th Street, Sangamon -- Morgan
110th Place, Normal -- Eggleston
108th Street, Princeton -- Stewart
Wallace, 117th Street -- 118th Street
117th Street, Princeton -- Stewart
Green, 109th Street -- 100th Street
Morgan, 117th Street -- 118th Street
Sangamon, 108th Street -- 109th Street

34th Ward. (cont.)

Lowe, 119th Street -- 120th Street

Ada, 115th Street -- 116th Street

Bishop, 122nd Street -- 123rd Street

109th Place, Racine -- Throop

Eggleston, 119th Street -- 120th Street

116th Place, Halsted -- Wallace

35th Ward.

Drake, Elston -- Irving Park

St. Louis, Grace -- Byron

Kedvale, Addison -- Waveland

Drake, Irving Park -- Belle Plaine

Waveland, Pulaski -- Kedvale

Ridgeway, Grace -- Byron

Monticello, Grace -- Byron

Avers, School -- Cornelia

Hamlin, Grace -- Byron

Hamlin, Cullom -- Montrose

Melrose, Keeler -- Kildare

Patterson, Pulaski -- Kedvale

Lawndale, Roscoe -- Cornelia

Berteau, Kedzie -- Spaulding

36th Ward.

Natoma, Wabansia -- Bloomingdale
Newcastle, Bloomingdale -- Cortland
Nashville, Bloomingdale -- Cortland
Neva, Diversey -- George
Moody, Grand -- Fullerton
Armitage, Harlem -- Nordica
Neenah, Diversey -- George
McVicker, Diversey -- George
Rutherford, George -- Wellington
Normandy, Bloomingdale -- Cortland
Bloomingdale, Harlem -- Oak Park
Altgeld, Harlem -- Nordica
Menard, Barry -- Belmont (Alt.)

37th Ward.

Lavergne, Chicago -- Division
Lavergne, Hirsch -- North
Keating, LeMoyne -- dead end
Lamon, Huron -- Thomas
Walton, Cicero -- Lavergne
Superior, Cicero -- Lavergne
Erie, Kilpatrick -- Cicero
Hubbard, Cicero -- Lavergne (Alt.)

37th Ward. (cont.)

Ferdinand, Cicero -- Lavergne (Alt.)

38th Ward.

Nottingham, Grace -- Irving Park

Marmora, Belle Plaine -- Berteau

Melvina, Cornelia -- Grace

Nordica, Addison -- Waveland

Newland, Belmont -- School

Meade, Grace -- Byron

Belle Plaine, Laramie -- Long

Warner, Laramie -- Long

Berteau, Laramie -- Long

Hutchinson, Laramie -- Lockwood

Meade, Waveland -- Grace

Meade, Addison -- Waveland

39th Ward.

Granville, Pulaski -- Hamlin

Hamlin, Rogers -- Devon

St. Louis, Foster -- Carmen

Sawyer, Catalpa -- Berwyn

St. Louis, Granville -- Rosemont

Avers, Lawrence -- Argyle

39th Ward. (cont.)

Lawndale, Lawrence -- Argyle

Argyle, Central Park -- Pulaski

Eastwood, Hamlin -- Lawndale

Eastwood, Spaulding -- Kimball (Alt.)

40th Ward.

Fairfield, Lincoln -- Peterson

Rockwell, Bryn Mawr -- Peterson

Carmen, Western -- Lincoln

Carmen, Rockwell -- California

Rascher, Ashland -- Ravenswood

Talman, Ainslie -- Argyle

Richmond, Montrose -- Wilson

Mozart, Bryn Mawr -- Lincoln

Maplewood, Bryn Mawr -- Peterson (Alt.)

41st Ward.

Memory Lane, Canfield -- Foster

Pittsburgh, Berwyn -- Foster

Farragut, Foster -- Pioneer

Winona, Oriole -- Overhill

Olympia, Winona -- Argyle

Everall, Oriole -- dead end

41st Ward. (cont.)

Northcott, Nina -- Neva

Olcott, Touhy -- Jarvis

Oketo, Berwyn -- Gregory

Gregory, Octavia -- Higgins

Rosedale, Ardmore -- Oleander (Alt.)

Osceola, Higgins -- Ardmore (Alt.)

42nd Ward.

Erie, Orleans -- Dearborn

Franklin, Huron -- Kinzie

Astor, Division -- Goethe

Delaware, LaSalle -- Clark

Delaware, Dearborn -- State

Chestnut, State -- LaSalle

Kinzie, Chicago River -- State

Superior, Orleans -- Dearborn

Superior, Dearborn -- State (Alt.)

Franklin, Huron -- Institute Place (Alt.)

43rd Ward.

Wayne, Clybourn -- Fullerton

Altgeld, Southport -- Greenview

Kenmore, Lincoln -- Diversey

43rd Ward. (cont.)

Maud, Sheffield -- Racine

Schiller, State -- Dearborn

Sedgwick, Webster -- Armitage

Mohawk, Wisconsin -- Armitage

North Park, Menomonee -- North

Commonwealth, Fullerton -- Belden

Schubert, Mildred -- Dayton

Schubert, Sheffield -- Mildred (Alt.)

44th Ward.

Aldine, Lake Shore Drive -- Broadway

Buckingham, Halsted -- Clark

Oakdale, Halsted -- Sheffield

Cornelia, Clark -- Southport

Wolfram, Halsted -- Racine

George, Halsted -- Sheffield

Patterson, Clark -- Racine

Greenview, Wellington -- Belmont (Alt.)

45th Ward.

Agatite, Laverne -- Milwaukee

Agatite, Lockwood -- Central

Cullom, Milwaukee -- Laramie

45th Ward. (cont.)

Lavergne, dead end -- Sunnyside

Leclaire, Irving Park -- Berteau

Marmora, Milwaukee -- Ardmore

Kenton, Wilson -- dead end

Kostner, Wilson -- Montrose

Pensacola, Cicero -- Lavergne

Sunnyside, Laporte -- Lavergne

46th Ward.

Beacon, Montrose -- Wilson

Magnolia, Wilson -- Leland

Cullom, Clark -- Ashland

Greenview, Berteau -- Cullom

Hutchinson, Clark -- Greenview

Leland, Racine -- Clark

Racine, Leland -- Lawrence

Waveland, Halsted -- Sheffield

Pine Grove, Waveland -- Grace

Patterson, Pine Grove -- Broadway

Brompton, Halsted -- Broadway

Magnolia, Leland -- Lawrence (Alt.)

47th Ward.

Oakley, Addison -- Irving Park

Paulina, Montrose -- Wilson

Carmen, Leavitt -- Oakley

Seeley, Addison -- Waveland

Seeley, Grace -- Irving Park

Maplewood, Montrose -- Wilson

Winnemac, Leavitt -- Western

Winona, Leavitt -- Western

48th Ward.

Argyle, Sheridan -- Marine Drive

Edgewater, Clark -- Glenwood

Hollywood, Clark -- Glenwood

Summerdale, Clark -- Glenwood

Magnolia, Early -- Elmdale

Greenview, Thorndale -- Norwood

Glenlake, Broadway -- Kenmore

Winona, Winthrop -- Sheridan

Wayne, Ridge -- Ardmore

Glenlake, Glenwood -- Greenview

Hood, Glenwood -- Greenview

49th Ward.

Chase, Damen -- Ridge
Winchester, Rogers -- Fargo
Jarvis, Sheridan -- Lake
Greenleaf, Paulina -- Greenview
Lakewood, Morse -- Farwell
Loyola, Glenwood -- Sheridan
Lakewood, Arthur -- Devon
Glenwood, Devon -- Rosemont
Rosemont, Broadway -- Sheridan
Winthrop, Sheridan -- Granville
Lunt, Wolcott -- Ridge
Winthrop, Loyola -- Albion

50th Ward.

Rockwell, Granville -- Devon
Leavitt, Devon -- Arthur
Coyle, Sacramento -- California
Mozart, Albion -- Pratt
Coyle, Western -- California
Morse, Western -- California
Fitch, Western -- Rockwell

Minority Business Enterprises Provisions.

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

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

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

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

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

EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR
IMPROVEMENT OF TORRENCE AVENUE
DRAWBRIDGE OVER CALUMET
RIVER.

The Committee on Finance submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an agreement with the State of Illinois for the improvement of the Torrence Avenue Drawbridge over the Calumet River, in the amount of \$500,000, 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 viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, 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, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Stone -- 47.

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. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of the Torrence Avenue Drawbridge over the Calumet River, said agreement to be substantially in the following form:

[City/State Project Agreement immediately follows Section 3
of this ordinance.]

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

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

City/State Project Agreement attached to this ordinance reads as follows:

City/State Project Agreement.

Improvement Of The Torrence Avenue Drawbridge

Over The Calumet River.

City Section No.: _____

State Job No.: _____

D.P.W. Job No.: _____

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

Witnesseth:

Whereas, The State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to proceed with the improvement of the Torrence Avenue Drawbridge over the Calumet River, hereinafter referred to as the "Project" and identified in numbered paragraph 6 of this Agreement; and

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

Whereas, On June 30, 1989, the State and the City entered into a Memorandum of Understanding regarding the funding of a Five-Year Road Program in Chicago, concluding with the end of State Fiscal Year 1994, and that Memorandum provides the basis for the State funds provided under this Agreement; and

Whereas, The State and the City have concurred that the Project qualifies for the use of such funds.

The State Hereby Agrees:

- 1. To reimburse the City 100% of the costs incurred in connection with the construction of the Project, as hereinafter provided in numbered paragraph 7, upon receipt of progressive billings supported by documentation as required by the State.

The City Hereby Agrees:

- 2. To provide and/or cause to be provided all construction for the Project, in accordance with established procedures of the City and State.
- 3. To finance the work pending progressive reimbursement by the State of the costs involved, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of the Project.
- 4. To comply with all applicable Executive Orders and legislation pursuant to the Equal Employment Opportunity and Nondiscrimination regulations as may be required by the State and under federal law.
- 5. To retain all Project records and to make them available for audit by State auditors during Project construction, and for a period of three (3) years after final acceptance of the Project by the parties hereto.
- 6. That said Project generally consists of the improvement of the Torrence Avenue Drawbridge over the Calumet River. (All work will be done by City forces.)

The deteriorated northeast and southeast approach roadways and sidewalks will be removed and replaced. All rusted areas of the supporting steel of these approach structures will be cleaned and painted, and all other appurtenances necessary to complete the Project will be provided.

- 7. That the estimated costs of the Project covered and described by this Agreement are:

Force Account Construction (City)	<u>\$500,000</u>
TOTAL:	\$500,000

and that 100% of the actual final costs will be paid by the State up to a maximum of \$500,000, with any cost in excess of that amount to be paid by the City, or otherwise provided by Amendment to this Agreement.

8. That the City shall be responsible for 100% of the cost of any work not eligible for State participation.
9. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$500,000) as authorized by the City Council.
10. That this Agreement and the covenants contained herein shall be void ab initio in the event the construction work contemplated herein is not completed by June 1, 1993.
11. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.

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

The Local Agency certifies to the best of its knowledge and belief its officials:*

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (2) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, State or local) transaction or contract under a public transaction: violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

* The Local Agency for purpose of this certification is defined as the Department of Public Works of the City of Chicago. Officials for the purpose of this certification are the Mayor of the City of Chicago, the Commissioner of the Department of Public Works, the Purchasing Agent and the Comptroller of the City of Chicago.

- (3) are nor presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in item (2) of this certification;
- (4) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default;
- (5) have not been barred from signing this Agreement as a result of a violation of Sections 33E-3 and 33-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Revised Statutes);
- (6) are not in default on an educational loan as provided in Public Act 85-827;
- (7) have not been barred from signing this Agreement as a result of a violation of Chapter 127, Section 10.2 of the Illinois Revised Statutes.

Under penalty of perjury, the City of Chicago, Illinois, a municipal corporation and a home rule unit of government, certifies that 36-6005820 is its correct Federal Taxpayer Identification Number. The City of Chicago is doing business as a governmental entity.

[Signature forms omitted for printing purposes.]

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

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this Agreement reads as follows:

Minority Business Enterprises Provisions.

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

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

national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

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

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

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

EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR
IMPROVEMENT OF EWING AVENUE BRIDGE
OVER CALUMET RIVER.

The Committee on Finance submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an agreement with the State of Illinois for the improvement of the Ewing Avenue Bridge over the Calumet River, in the amount of \$6,250,000, 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 viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, 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, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of the Ewing Avenue Bridge over the Calumet River described therein, said agreement to be substantially in the following form:

[City/State Project Agreement immediately follows Section 3
of this ordinance.]

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

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

City/State Project Agreement attached to this ordinance reads as follows:

*City/State Project Agreement.**Improvement Of The Ewing Avenue Bridge
Over The Calumet River.**Federal Project No.:* _____*City Section No.:* _____*State Job No.:* _____*D.P.W. Job No.:* _____

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

Witnesseth:

Whereas, The State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve the Ewing Avenue Bridge over the Calumet River, hereinafter referred to as the "Project" and identified in numbered paragraph 11 of this Agreement; and

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

Whereas, On June 30, 1989, the State and the City entered into a Memorandum of Understanding regarding the funding of a Five-Year Road Program in Chicago, concluding with the end of State Fiscal Year 1994, and that Memorandum provides the basis for the State funds provided under this Agreement; and

Whereas, The State and the City wish to avail themselves, where possible, of Federal-Aid Urban System funds authorized by the Surface Transportation and Uniform Relocation Assistance Act of 1987 or subsequent federal legislation for the contract construction, force account construction and the construction engineering/supervision of said Project; and

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

Whereas, Under the federal regulations, certain written Agreements for the Project may
be required;

The State Hereby Agrees:

1. To reimburse the City 100% for the non-federal (State) and federal shares of the costs incurred in connection with the contract construction, force account construction, and construction engineering/supervision of the Project, as hereinafter provided in numbered paragraph 12, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

The City Hereby Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State and the Federal Highway Administration, to let and award the contract for the Project, and/or to provide or cause to be provided, all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the federal and non-federal (State) shares of costs, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of the Project.
6. To comply with all applicable Executive Orders and federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination regulations as may be required by the State and under federal law.
7. That failure on the part of the City to fulfill the responsibilities assigned in paragraphs 6 and 10 of this Agreement may render the City ineligible for future federal participation in projects for which the City has similar responsibilities, until such failures are corrected.

- 8. To retain all Project records and to make them available for audit by state and federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Projects.

The Parties Hereto Mutually Agree:

- 9. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
- 10. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
- 11. That said Project generally consists of the improvement of the Ewing Avenue Bridge over the Calumet River.

The existing bridge deck, sidewalk stringers, floor beams, lateral bracing system and fixed roadway decks will be replaced in their entirety. Deteriorated components of the main trusses, machinery girders, anchor columns and counterweight boxes will also be replaced. The bridge abutments, enclosure walls and pit walls will be repaired and the bridge basins and a deteriorated section of retaining wall will be reconstructed. An extensive system of pilings and fenders will be constructed in order to protect the bridge structure from the possibility of collision by river traffic. Machinery gear trains and main drive motors will be reconditioned. Center locks will be rehabilitated and new pile pumps, wiring, conduits and navigational lights will be installed. In order to facilitate the flow of the traffic detoured because of the temporary closure of the Ewing Avenue Bridge, the project includes the resurfacing of Harbor Drive -- South Chicago to 92nd Street and the installation of a traffic signal at South Chicago and Baltimore. All other appurtenances necessary to complete the Project will also be provided.

- 12. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction	\$4,750,000
Force Account Construction	900,000
Construction Engineering/Supervision	<u>600,000</u>
TOTAL:	\$6,250,000

and that based upon the current ratio of federal to non-federal (State) funds for Federal-Aid Urban System projects the estimated proportional participation for the Project will be:

Federal-Aid Share (F.A.U.) (75% of \$6,250,000)	\$4,687,500
Non-Federal Share (State) (25% of \$6,250,000)	<u>1,562,500</u>
TOTAL:	\$6,250,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of \$1,562,500 with any non-federal share required in excess of that amount to be provided by the City or by amendment to this Agreement.

13. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.
14. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
15. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$6,250,000) as authorized by the City Council.
16. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by January 1, 1991.
17. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.

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

The Local Agency certifies to the best of its knowledge and belief its officials:*

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (2) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction: violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) are nor presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in item (2) of this certification;
- (4) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default;
- (5) have not been barred from signing this Agreement as a result of a violation of Sections 33E-3 and 33-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Revised Statutes);
- (6) are not in default on an educational loan as provided in Public Act 85-827;
- (7) have not been barred from signing this Agreement as a result of a violation of Chapter 127, Section 10.2 of the Illinois Revised Statutes.

* The Local Agency for purpose of this certification is defined as the Department of Public Works of the City of Chicago. Officials for the purpose of this certification are the Mayor of the City of Chicago, the Commissioner of the Department of Public Works, the Purchasing Agent and the Comptroller of the City of Chicago.

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

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this Agreement reads as follows:

Minority Business Enterprises Provisions.

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

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

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

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

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

AMENDMENT OF REGULATIONS GOVERNING ADMINISTRATION
OF COMPENSATION PLAN AND EMPLOYEE
BENEFITS FOR CLASSIFIED
POSITIONS.

The Committee on Finance submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution authorizing the regulations governing the administration of the Compensation Plan and Employee Benefits for classified positions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

The following is said resolution as adopted:

Be It Resolved, That the regulations governing The Administration of The Compensation Plan and Employee Benefits for classified positions set forth in the Annual Appropriation Ordinance, passed September 8, 1986, are hereby amended by deleting the language bracketed and adding the language in italics as follows:

Regulations Governing The Administration Of The
Compensation Plan And Employee Benefits For
Classified Positions Set Forth In The
Annual Appropriation Ordinance.

Preamble.

Amendments to these regulations neither confer a benefit nor otherwise alter the terms and conditions of employment with regard to any employee represented by an exclusive

bargaining representative. Said employees' rights are determined by their collective bargaining agreements. Accordingly, while any collective bargaining agreement is in effect with respect to an employee, amendments to these regulations shall have no effect upon such employee.

A. Purpose.

These regulations contain provisions governing compensation administration, and benefits for all positions which are subject to control and regulation by and for which compensation is required to be fixed by the Mayor and the City Council of the City of Chicago.

B. Adoption And Definition Of The Compensation Plan.

(1) Adoption Of The Compensation Plan.

(a) [The salary schedules, including a range of pay for each class grade as set forth in Schedules B, D, F, G, M and S Salary Schedules for all City positions, except positions with single rates, and positions in the exempt offices; Schedule C Longevity Salary Schedule for the positions covered by Schedule B hereof shall constitute the compensation plan for the City employees in departments which are subject to the control of the Mayor and the employees in departments which are subject to the control of the Mayor and the City Council. The class grade for each class of positions as specified in Schedule A as on file with the Department of Personnel shall determine the salary range applicable to all positions of the class.] *The salary schedules, including a range of pay for each class grade as set forth in the Graded Position Salary Schedules for all City positions, except positions with single rates, and positions in the exempt offices not provided for in the salary schedules, shall constitute the compensation plan for the City employees in departments which are subject to the control of the Mayor and the employees in departments which are subject to the control of the Mayor and the City Council. The class grade for each class of positions in Schedule A as on file with the Department of Personnel shall determine the salary range applicable to all positions of the class. The Title Bargaining Unit Table as on file with the Department of Personnel shall determine the salary schedule applicable to bargaining unit and non-bargaining unit employees.*

(b) The Commissioner of Personnel will maintain complete class specifications including minimum education and/or experience requirements for all positions in the Technical Service Salary Plan. Before an employee may be appointed to a position in the Technical

Service Salary Plan, he must be recommended by the appointing authority and his education and/or experience must be approved by the Commissioner of Personnel as meeting the minimum requirements of the class specification.

(c) The salary schedule for Physicians and Dentists shall be as set forth in Schedule M. Additional compensation may be paid to each Medical Specialist based on years of residency as specified in Schedule M II. Additional compensation may be paid to each Medical Practitioner upon his becoming Board Certified as specified in Schedule M III. Supervisory responsibility will be recognized in Salary Schedule M IV by the payment of additional compensation as delineated in the Supervisory responsibility category.

(2) Salary Schedules.

Each salary range in [Schedules B, G and S] *the Graded Position Salary Schedules* includes an entrance rate, intermediate rate and a top rate. Except as otherwise provided herein, the salary upon initial appointment to any position shall be at the entrance rate and advancement by successive steps from a specified salary rate to the next higher rate shall be made on the basis of satisfactory service for at least the periods specified in the schedules.

(3) Longevity Salary Schedule.

Each longevity salary range in [Schedule C] *the Graded Position Salary Schedules* includes longevity pay rates. Advancement by successive steps to the next higher rate or rates shall be made on the basis of satisfactory continuous service for at least the periods specified in the schedules.

(4) Salary Schedules For Uniformed Firefighters And Sworn Police Personnel.

The Salary Schedules for Uniformed Fire Personnel and Sworn Police Personnel shall be as set forth in Schedule [S,] F[,] [and] D.

(5) Salary Rates Based Upon Full-Time Employment.

The salary rates prescribed in the salary schedules are fixed on the basis of full-time service for normal workweeks of 35 to 40 hours, except as indicated otherwise for certain classes in Schedule A on file with the Department of Personnel for positions which are professional, supervisory and executive in character, the normal workweeks of 35 to 40 hours generally apply, but the compensation is intended to be appropriate for the class regardless of variations in the time that may be required to satisfactorily fulfill the responsibilities of the positions.

(6) Computation Of Salaries Of Part-Time Employees.

Any employee who is employed on a part-time schedule shall be paid for hours actually worked at an appropriate hourly rate equivalent to the entrance salary rate of the position or the hourly rate set forth in the Annual Appropriation Ordinance at the number of hours set forth in the Annual Appropriation Ordinance.

(7) Continuity Of Service.

Service requirements for advancement within the salary ranges and for other purposes as specified in this resolution shall have the implication of continuous service with the City of Chicago, including the positions which are exempt from the jurisdiction of the Commissioner of Personnel. This means continuously paid employment without a break in service. A break in service occurs when an employee quits, is discharged, retires, does not actively work for the City for 12 months (except for approved leaves of absence, or absence in individual cases adjudged eligible for duty disability), or is on layoff for more than twelve consecutive months if the employee has less than 5 years of service at the time of the layoff, or is on layoff for more than 2 years if the employee has 5 or more years of service at the time of layoff. *A person who returns to City employment within 12 months after a break in service shall receive credit for continuous service earned prior to such break in service. Absence from City service on leave without pay for periods in excess of 30 days, all suspensions, time after layoffs for more than 30 days and all absences without leave shall be deducted in computing total continuous service.* Personnel who are paid by voucher shall receive no credit for continuity of service for the period they are paid by voucher.

Uniformed Fire Personnel may receive credit only for service with the Chicago Fire Department, and Sworn Police Personnel may receive credit only for service with the Chicago Police Department for the purpose of advancement within the salary schedules.

Any employees of the City, except Uniformed Fire Personnel and Sworn Police Personnel, and except employees appointed to City service after the effective date hereof, who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, Chicago Urban Transportation District, and the Regional Transportation Authority shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules, provided that the above interpretation of continuous service shall apply.

Seasonal employment of less than 120 calendar days in any year shall not be credited toward continuity of service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuity of service for the time worked.

(8) Health Insurance Coverage.

In providing for individual or family employee hospital and medical care insurance as set forth in the Annual Appropriation Ordinance under codes [.042 and .043] .0042 and .0043, each company and Health Maintenance Organization (H.M.O.) that provides hospital and medical insurance coverage shall first be approved by the Mayor on the recommendation of the Budget Director, Comptroller, [and] the Commissioner of Personnel, *the Chief Financial Officer*, and the Chairmen of the *Committees on the Budget and Government Operations and Finance*. The benefits provided for in policies to be issued by the above shall be as comparable as possible. Policy provisions and rates shall all be approved by the Mayor on the recommendation of the Budget Director, Comptroller, Commissioner of Personnel, *Chief Financial Officer*, and the Chairmen of the *Committees on the Budget and Government Operations and Finance*. The same shall be approved by the Corporation Counsel as to form and legality and shall be kept on file with the Budget Director and the Commissioner of Personnel. Each approved company and H.M.O. shall have a listing of membership available for review and verification by the Budget Director, *the Chief Financial Officer*, the

City Comptroller, the Commissioner of Personnel and the Chairmen of the *Committees on the Budget and Government Operations and Finance*. Each approved company shall also have on file for review the amount expended on behalf of each employee and/or his/her dependents and the number of claims pending together with the names of claimants and amounts claimed.

The open enrollment period (that time when an employee can change carriers or H.M.O programs) shall be designated by the Commissioner of Personnel except for new full-time employees who shall be eligible for coverage on the first of the month following employment. Coverage shall terminate on the last date paid. Changes in coverage within a group plan shall only be made on the first of each month. Where more than one member of a family is employed by the City, only one coverage shall be allowed. An employee can be covered by only one City-paid health carrier.

(9) Term Life Insurance Coverage.

In providing eligible employees with \$2,500 term life insurance and \$1,000 Accidental Death and Dismemberment insurance as set forth in the Annual Appropriation Ordinance under code [.045,] .0045, each carrier that provides said insurance shall first be approved by the Mayor on the recommendation of the Budget Director, the City Comptroller, the Commissioner of Personnel, the *Chief Financial Officer* and the Chairmen of the *Committees on the Budget and Government Operations and Finance*. The policy provisions and rates shall be approved by the Mayor on the recommendation of the Budget Director, the City Comptroller, the Commissioner of Personnel and the same shall also be approved by the Corporation Counsel as to form and legality. The policy or policies shall be kept on file with the Budget Director and the Commissioner of Personnel. Each approved company will have available for review and verification by the Budget Director, the City Comptroller, the Commissioner of Personnel, the *Chief Financial Officer* and the Chairmen of the *Committees on the Budget and Government Operations and Finance* a listing of membership and claims paid including claims pending but not paid. Employees will be eligible for such insurance coverage on the first of the month following employment, and such coverage will terminate as provided in such policy or on the last date paid.

Each eligible employee will be provided with the option to purchase additional group term life insurance in multiples of \$1,000 up to the amount of his or her annual salary under the terms set forth in the policy. Through the first 31 days of employment the additional insurance will be available on the first of the month following receipt and approval of the enrollment form. After the first 31 days of

employment, such insurance will be available only with evidence of insurability satisfactory to the insurance company.

(10) Dental Coinsurance Coverage.

In providing for individual employee dental coinsurance as set forth in the Annual Appropriation Ordinance under code [.056,] .0056, each carrier that provides such insurance shall first be approved by the Mayor on the recommendation of the Budget Director, the City Comptroller, [and] the Commissioner of Personnel, *the Chief Financial Officer* and the Chairmen of the *Committees on the Budget and Government Operations and Finance*. The policy provisions and rates shall all be approved by the Mayor on the recommendation of the Budget Director, the City Comptroller, the Commissioner of Personnel, *the Chief Financial Officer* and the Chairmen of the *Committees on the Budget and Government Operations and Finance*, and the same shall be approved by the Corporation Counsel as to form and legality. The approved carrier(s) will have on file for review and verification by the Budget Director, the City Comptroller, the Commissioner of Personnel, *the Chief Financial Officer*, and the Chairmen of the *Committees on the Budget and Government Operations and Finance* a listing of membership, claims pending and claims paid.

Each eligible employee on payroll for a year or more shall be provided single coverage in such dental plan on the first of the month after [their] *his or her* first year. Eligible employees on payroll for a year or more shall be provided family coverage in such dental plan beginning in April of 1982. New employees will be provided choice of coverage on the first of the month after their first year. [In the case of Sworn Police and Fire Personnel, contractual dates shall apply.]

(11) Deferred Compensation Plan.

The City will provide all eligible employees with the opportunity to participate in a deferred compensation plan. The rules and regulations of such plan shall first be approved by the Mayor on the recommendation of the Budget Director, the Commissioner of Personnel, the City Comptroller, *the Chief Financial Officer* and the Chairmen of the *Committees on the Budget and Government Operations and Finance*. The same will be approved by the Corporation Counsel as to form and legality.

(12) *Optical Care Coverage.*

In providing for individual employee optical care coverage as set forth in the Annual Appropriation Ordinance under code .0057, each carrier that provides such insurance shall first be approved by the Mayor on the recommendation of the Budget Director, the City Comptroller, the Commissioner of Personnel, the Chief Financial Officer and the Chairmen of the Committees on Finance and the Budget and Government Operations. The policy provisions and rates shall all be approved by the Mayor on the recommendation of the Budget Director, the City Comptroller, the Commissioner of Personnel, the Chief Financial Officer and the Chairmen of the Committees on Finance and the Budget and Government Operations, and the same shall be approved by the Corporation Counsel as to form and legality. The approved carrier(s) will have on file for review and verification by the Budget Director, the City Comptroller, the Commissioner of Personnel, the Chief Financial Officer and the Chairmen of the Committees on Finance and the Budget and Government Operations a listing of membership, claims pending and claims paid. Such eligible employee on payroll for a year or more shall be provided single coverage in such optical coverage plan on the first of the month after his or her first year. New employees will be provided choice of coverage on the first of the month after their first year.

C. Application And Interpretation Of The Employee Benefit And Compensation Plan.

(1) Starting Rate On Initial Employment.

Initial appointments to any positions shall be made at the entrance rate of the salary range prescribed for the applicable class grade. In exceptional cases, upon recommendation by the department head and approval of the Commissioner of Personnel, the Budget Director and the Chairman of the Committee on Finance of the City Council, initial appointment may be made at a rate above the normal entrance rate. Entrance above the normal entrance rate shall be based on the outstanding and unusual character of the applicant's education, experience and training over and above the minimum qualifications specified for the class.

(2) Starting Rate On Return To Duty.

When an employee returns to duty in a position of the same class grade after a separation from the City service which separation was not due to discharge or resignation for cause, such employee shall receive the rate in the applicable salary range of the step corresponding to the step at which paid at the time of separation, and shall subsequently serve thereat for at least such additional period as required for advancement to the next higher step; provided, that such employee [s' request for withdrawal of resignation is] *has returned to City service within one year of a break in service and receives prior continuous service credit* in compliance with Section B-(7) of this resolution.

(3) Starting Rate Following Promotion.

When an employee is promoted from one position to a position in a higher class grade, except in Schedules D and F, such employee shall be paid at a rate that will provide an increase in salary of approximately five percent over the last salary paid, except that such employee shall be paid at least the entrance rate of the new position, even though this may produce an increase in excess of the aforementioned limitation. This action shall be effective on the first day of a pay period and shall not precede the receipt of the Personnel Action Report (P.E.R. 14) at the Department of Personnel.

(4) Starting Rate Of Reclassification Of Position.

In the event that a position is reclassified from one class of positions to another class of positions in the same class grade the incumbent of such position when appointed to the new position by proper authority shall retain the salary he received in the former position.

In the event that the class grade for a class of positions is changed to a higher class grade by the appropriate authority, the incumbent of such positions shall retain the rate of pay received in the former grade, and shall receive such rate of pay for such additional period as may be required for advancement to the next higher rate of pay, provided that such employees shall be paid at least the entrance rate for the new grade.

In the event that the class grade for a class of position is changed to a lower class grade by the appropriate authority, the incumbents of such positions shall retain the salary received in the higher salary range.

- (5) Starting Rate On Appointment To A Position Of A Lower Class Grade.

In the event that an employee is appointed to a position of a lower class grade than that of his former position; such employee shall be paid at the same step in the lower class grade as he had been paid in the higher class grade, provided that when an employee receives a career service promotion which is of a lower class grade than the position in which he is employed, the salary of said employee in the new position shall be based upon the length of service in the position from which he is being promoted plus the length of service in the higher class grade position.

- (6) Anniversary Dates And Salary Schedule Advancement Following Salary Adjustment.

After initial appointment to a classified position under the jurisdiction of the Commissioner of Personnel or to a position in the exempt offices, the anniversary date for an employee for purposes of advancement within a salary range shall be adjusted to coincide with the date of any action which increases the pay of the employee. Such action may be in the form of pay advancement within a salary range, promotion, reclassification of the position or change of class grade of the position.

- (7) Limitation Of Salary Adjustments.

Personnel actions which result in increases in pay by means of advancement within a salary range, reclassification of position, or change of class grade or position shall be made as set forth herein, provided that no employees shall receive the benefit of more than two such actions in any calendar year, unless a supplemental action is recommended by the department head and is approved by the Commissioner of Personnel, the Budget Director and the Chairmen of the *Committees on the Budget and Government Operations and Finance* of the City Council.

- (8) Accumulation Of Service In One Class Of Positions.

Whenever an employee accepts work of the same or of a higher level under a different class of positions and later returns to his former same or lower position, his term of employment under such different class of positions shall apply on and be added to his term of service in the same or lower level class upon his return to same, for the purpose

of determining the appropriate rate of pay within the range appropriate for the class; provided his employment in the City service has been continuous as hereinbefore defined.

(9) Recommendations For Pay Advancement Within A Salary Range.

The department head concerned shall recommend to the Commissioner of Personnel the advance in salary of each employee whose performance merits a step increase and who, in addition has met the requirements for salary advancement within the range for the position in accordance with the service requirement specified in Section B dealing with the various salary schedules. The recommendation should include a certification that the employee has at a minimum a performance rating that falls within the range characterized as "Good" as described in the Performance Rating Guide issued by the Department of Personnel.

The effective date of any advancement within the Compensation Plan shall be at the first day of the next pay period following the date advancement is recommended and authorized as provided herein and approved by the Commissioner of Personnel or by the appointing authority for positions in the exempt offices.

D. Prevailing Rate Positions.

A prevailing rate (P.R.) position is defined as one for which the rate is established under acceptable evidence of the wage prevailing in industry. Such positions are usually craft, labor or trade positions, and are not paid under the provisions of the Compensation Plan.

In the event that the pay basis for a position is changed from a prevailing rate basis to a salary schedule in a class grade, the incumbent shall receive the lowest rate in the salary schedule that will not result in a decrease in salary. The Compensation Plan provisions shall thereafter govern.

In the event that an employee is appointed from a position paid on a prevailing rate basis to another position classified and paid under the Compensation Plan, such employee shall be given credit for the time served in the former position in determining the salary rate, provided, that any increase in salary shall not exceed 5%, and provided further that the employee shall in no case receive less than the minimum rate of the salary range of the new positions. The applicable Compensation Plan provisions shall thereafter govern.

E. Application Of The Compensation Plan.

(1) This Compensation Plan is applicable to positions indicated in Schedule A on file with the Department of Personnel.

(2) Limitations Of Available Funds.

All ordinary and special compensation provisions herein shall be effective only in the event sufficient funds for the respective positions have been appropriated and are available.

F. Automobile Allowance.

Employees shall be reimbursed for the use of personally owned automobiles in the conduct of official City business according to the provisions of Section 7 of the Annual Appropriation Ordinance.

An employee who is authorized and receives compensation for the use of his personally owned automobile in the conduct of City business shall provide proof of insurance coverage in an amount not less than \$5,000 for property damage and \$20,000 for personal injury and shall place on file with his department head a certificate of insurance showing the City of Chicago as an additional insured on his personal policy.

In determining actual mileage for which compensation will be paid, the mileage from the employee's place of assignment or home to his first work stop, whichever is shorter for the conduct of City business, and on return from his last stop, the mileage to his place of assignment or home, whichever is shorter shall be included in his daily mileage report for automobile mileage compensation. The daily mileage report shall be on the form prescribed by the Budget Director and shall be kept on file by the department head subject to audit by the Budget Director and the Chairmen of the *Committees on the Budget and Government Operations and Finance* of the City Council.

G. Holidays, Vacations And Sick Leave For Positions In The Classified Service.

(1) Designation Of Holidays.

(a) The following days are hereby declared holidays for all salaried City officers and employees in the City departments and offices subject to the control of the Mayor and City Council:

1. New Year's Day
2. Dr. Martin Luther King, Jr.'s Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Pulaski Day
6. Good Friday
7. Memorial Day
8. Independence Day
9. Labor Day
10. Columbus Day
11. Veterans Day
12. Thanksgiving Day
13. Christmas Day

(b) The following days are hereby declared holidays for prevailing rate employees subject to the control of the Mayor and the City Council:

1. New Year's Day
2. Dr. Martin Luther King, Jr.'s Birthday
3. Pulaski Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. *Columbus Day*

[8.] 9. Thanksgiving Day

[9.] 10. Christmas Day

(c) When any designated holiday falls on a Saturday, the previous working day (Friday) shall be considered a holiday and when a designated holiday falls on Sunday, the following working day shall be considered a holiday except when these days are regular working days such as Saturday or Sunday shall be the holiday.

(d) Any paid holiday in the pay period shall be counted as a regular working day. If an employee is absent without pay on the last working day preceding or the first working day following such holiday, the holiday shall be considered as an additional day absent without pay.

(2) Vacation Leave.

Except as otherwise provided in a collective bargaining agreement, vacation leave shall be earned in the following manner:

(a) Employees shall be eligible for vacation leave computed on the basis described in this paragraph as of January 1st of each year following the year in which they were employed. Each salaried employee [in Schedules B, C, G, and M] or hourly rate employee with less than [seven] *six* years of service will be granted two calendar weeks *and three days* ([10] 13 working days) vacation leave in each calendar year.

Each salaried employee [in Schedules B, C, G, and M] or hourly rate employee who has served the City for [seven] *six* years or more prior to July 1st shall be granted a vacation of three calendar weeks *and three days* ([15] 18 working days) in each calendar year.

Each salaried employee [in Schedules B, C, G, and M] or hourly rate employee who has served the City [fifteen] *fourteen* years or more prior to July 1st shall be granted a vacation of four calendar weeks *and three days* ([20] 23 working days) in each calendar year.

Each salaried or hourly rate employee in Schedule S with less than [five] *four* years of service will be granted two calendar weeks *and three days* ([10] 13 working days) vacation in each calendar year.

Each salaried or hourly rate employee in Schedule S who has served the City for [five] *four* years or more prior to July 1st shall be granted a vacation of three calendar weeks *and three days* ([15] 18 working days) in each calendar year.

Each salaried or hourly rate employee in Schedule S who has served the City for [ten] *nine* years or more prior to July 1st shall be granted a vacation of four calendar weeks *and three days* ([20] 23 working days) in each calendar year.

Part-time employees who have worked at least 50% of full-time in the prior calendar year shall be granted vacation leave on a prorated basis.

Such vacation leave will be computed on the basis of time earned during the prior calendar year. Vacation leave earned will be determined by dividing the number of months worked in the prior calendar year by twelve and then multiplying by the number of yearly vacation leave days based on service. Any fraction will be rounded off to the nearest whole number of days.

(b) No employee while on leave of absence or leave without pay status may earn vacation credit except where such leave was adjudged eligible for duty disability. Vacation leave will be reduced in proportion to the length of leave (excluding leave of absence for duty disability) during the prior calendar year. Any month in which the employee worked for at least 50% of the time shall be credited for purposes of computing vacation leave on the basis described in paragraph (a).

(c) Vacation leave may be carried over from the calendar year in which such vacation was due to the next calendar year upon the approval of the department head. Carry over vacation leave is to be on file subject to audit by the Budget Director and/or the Commissioner of Personnel.

(d) In the event an employee has not taken his or her vacation as provided for herein by reason of separation from City service, he or she, or in event of death the widow or widower or estate, shall be entitled to receive his or her prevailing salary for such unused vacation [except that an employee discharged for cause shall not be entitled to this benefit]. Vacation earned pursuant to Section G(2)(a) and Section (2)(b) for service in the prior calendar year and not used, and vacation earned and accrued in the current year shall be paid on a supplemental payroll as soon as is practicable following the last day worked. The designated payrolls shall be verified by the Commissioner of Personnel,

the Budget Director and be approved by the City Comptroller.

Seasonal employment of less than 120 calendar days in any year shall not be credited for vacation.

(e) In case a holiday as defined in Section G(1) is observed on any work day during a full week of an employee's regularly scheduled vacation, an additional day off with pay shall be allowed for each such holiday.

(f) The department head shall designate when the vacation shall be taken.

(g) Any employee of the City of Chicago, except an employee appointed to City service after the effective date hereof, who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacation credit, provided that such service has been continuous as defined in this resolution. However, vacation time accrued while working for another public agency shall not be transferable.

(3) Sick Leave.

Each salaried employee in a classified position under the jurisdiction of the Commissioner of Personnel may be allotted sick leave with pay for periods not exceeding twelve (12) working days in the aggregate during each calendar year on account of sickness or related cause of absence which may be considered by the department head a sufficient and legitimate excuse for the employee's failure to be present and in attendance upon his or her duties. The reason for the absence and the good faith of the employee in making the application for such leave shall be shown to the department head by such reasonable evidence as may be required by the Commissioner of Personnel. Each salaried employee appointed after January 1st of a calendar year shall be allowed sick leave at the rate of one day for each month of employment through December 31st of that year.

(4) Accumulation Of Sick Leave Credit.

Sick leave credit earned by a salaried employee in the City service subsequent to January 1, 1959 shall accrue to a maximum of two hundred (200) workdays at the rate of 12 days per year less days of sick leave used. Sick leave records shall be maintained by each department head subject to examination and audit by the City Comptroller, the Commissioner of Personnel, the Budget Director, and the Chairmen of the *Committees on the Budget and Government Operations and Finance*, of the City Council.

Severance of employment prior to the use of all or any part of such sick leave terminates all rights for compensation. Sick leave accrued while working for another public agency shall not be transferable.

(5) Extended Sick Leave.

Vacation and sick leave may be combined in the event of a long continued sickness. In the unusual case of an employee whose continued sick leave earned and accumulated by the employee, the department head may request approval for the extended sick leave with pay, of the Chairman of the Committee on [the Budget] *Finance*. Such request shall be submitted in the manner designated by the Chairman of the Committee on [the Budget] *Finance*.

Extended sick leave shall be granted on the basis of calendar days and shall be construed for payroll purposes.

(6) Exceptions To Vacations And Sick Leave Schedules.

Provided, however, that the foregoing provisions with respect to holidays, vacations and sick leave are not applicable to the Uniformed Fire Personnel, Sworn Police Personnel, Civilian Crossing Guards and employees of the Chicago Public Library, except Section G(2)(e) *d*) which shall apply to Uniformed Fire Personnel, Sworn Police Personnel and employees of the Chicago Public Library.

(7) Authorized Leaves Of Absence.

Leave with pay as a result of death in the immediate family may be granted to employees on the basis of not to exceed three consecutive

days following the death of a member of the immediate family. A member of the immediate family shall be defined to be any member who is the mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.

(8) Unauthorized Absence.

Deductions will be made for unauthorized absence by monthly or annual employees on the basis of a daily rate as determined by the Budget Director and the City Comptroller.

(9) Jury Duty.

Each salaried or hourly rate employee who is required to serve on a jury or is subject to a proper subpoena (except if the employee is a party to a non-work related litigation) shall receive full pay, based on the regular work week, for such time on jury duty, contingent upon deposit with the City Comptroller of the payment received for jury duty or as a witness fee.

(10) Any employee who is a member of a reserve force of the United States or of the State of Illinois, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that employees hired after the effective date hereof shall, as a condition precedent to payment, deposit his/her military pay for all days compensated by the City with the City Comptroller.

H. Administration And Maintenance Of The Employee Benefit Compensation Plan.

(1) Responsibilities Of The Mayor And The Commissioner Of Personnel For Compensation Administration.

The Mayor shall have overall responsibility for and the Commissioner of Personnel shall direct the work of administration and maintenance of the Compensation Plan for all City positions, except as herein otherwise provided.

The Commissioner of Personnel shall have overall responsibility for the work of verifying the certification as to legality of employment to assure that the classification and compensation of all City employees is in strict accord with the Compensation Plan as contained in these regulations in the Classification Plan of the Department of Personnel. The Commissioner of Personnel will conduct such verification as required by ordinance. The Commissioner of Personnel will periodically report to the Mayor with recommendations for change in the Compensation Plan based on a survey of market conditions.

(2) Responsibilities Of The Budget Director For Compensation Administration.

The Budget Director shall assure that the compensation of City positions provided for in the Annual Appropriation Ordinance for personal services are in accordance with the class grades of the respective positions as established and as specified in Schedule A on file with the Department of Personnel, and in accordance with the salary schedules and provisions for their applications as proved in these regulations.

The Budget Director shall assure that all forms of compensation paid during each fiscal year are in accordance with the Annual Appropriation Ordinance therefor and shall interpret and explain the provisions of the Compensation Plan.

(3) Grievances Of Employees.

Every qualified employee who has not been recommended for advance in salary as provided in paragraph C(9) may file a grievance under Department of Personnel Rules. This does not apply to Sworn Police Officers and Uniformed Firefighters who are covered by separate procedures.

I. Voucher Accounts.

Transfer of funds from any Personnel Service account Personnel Service-on Voucher shall be approved by the Mayor, Budget Director, the Chairmen of the *Committees on the Budget and Government Operations and Finance* and the City Comptroller.

- J. This resolution shall be in effect on and after [its passage and publication] *January 1, 1990* until amended by action of the City Council.

EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR
STATE FUNDED ARTERIAL STREET RESURFACING
PROJECT NUMBER ONE.

The Committee on Finance submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a City/State Project Agreement with the State of Illinois for State Funded Arterial Street Resurfacing Project Number One, in the amount of \$200,000, 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 viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, 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, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the Preliminary Engineering for the State Funded Arterial Street Resurfacing Project Number One described therein, said agreement to be substantially in the following form:

[City/State Project Agreement immediately follows Section 3 of this ordinance.]

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

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

City/State Project Agreement attached to this ordinance reads as follows:

City/State Project Agreement.

*Preliminary Engineering For The State Funded
Arterial Street Resurfacing Project
Number One.*

City Section No.: _____

State Job No.: _____

D.P.W. Job No.: _____

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

Witnesseth:

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

Whereas, The State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to proceed with the improvement of various arterial street segments incorporated into the State Funded Arterial Street Resurfacing Project Number One, hereinafter called the "Project"; and

Whereas, The City, before such improvements can be made, is required to make, or cause to be made, certain design and location studies and a design report covering the improvement, and to prepare, or cause to be prepared, all preliminary and final plans, specifications and estimates for utility adjustments, right-of-way acquisition, contract construction and force account construction, all of which are hereinafter referred to as "Preliminary Engineering"; and

Whereas, On June 30, 1989, the State and the City entered into a Memorandum of Understanding regarding the funding of a Five-Year Road Program in Chicago, concluding with the end of State Fiscal Year 1994, and that Memorandum provides the basis for the State funds provided under this Agreement; and

Whereas, The State and the City have concurred in the use of such funds for the Project.

The State Hereby Agrees:

1. To reimburse the City 100% of the costs incurred in connection with the Preliminary Engineering of the Project, as hereinafter provided in numbered paragraph 7, upon receipt of progressive billings supported by documentation as required by the State.
2. To give administrative assistance and guidance to the City during the performance of Preliminary Engineering and to review and approve without delay, all submittals which require State review, approval or other action.

The City Hereby Agrees:

- 3. Either with its own forces or in conjunction with consulting engineering firms approved by the State, to make all surveys, compile the data and prepare the design and location studies, hold the required public hearings, prepare the required environmental studies and prepare the final design reports, perform the engineering for the necessary right-of-way acquisition and the relocations and/or adjustment of City-owned electrical and water utilities, and prepare the preliminary and final plans, specifications, estimates and all other documents or agreements required in order to let and award contracts or otherwise construct the Project, all of which is considered to be Preliminary Engineering.
- 4. To finance the work pending progressive reimbursement by the State of the costs, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of the Project.
- 5. To comply with all applicable Executive Orders and legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations as may be required by the State and under federal law.
- 6. To retain all Project records and to make them available for audit by State auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project.

The Parties Hereto Mutually Agree:

- 7. That the estimated costs of the work covered and described by this Agreement are:

Preliminary Engineering \$200,000

and that State financial participation in said Preliminary Engineering shall be limited to a maximum of \$200,000 with any Preliminary Engineering costs in excess of that amount to be paid by the City, or otherwise provided for by Amendment to this Agreement.

- 8. That the City shall be responsible for 100% of the costs of any Preliminary Engineering work not eligible for State participation.
- 9. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of Preliminary Engineering for the Project (\$200,000) as authorized by the City Council.

10. That this Agreement and the covenants contained herein shall be void ab initio in the event the preliminary engineering work contemplated herein is not underway by December 1, 1992.
11. That all prior Agreements, or portions thereof, between the City and the State which refer to the Preliminary Engineering of the Project are superseded by this Agreement.

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

The Local Agency certifies to the best of its knowledge and belief its officials:*

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (2) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, State or local) transaction or contract under a public transaction: violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in item (2) of this certification;
- (4) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default;
- (5) have not been barred from signing this Agreement as a result of a violation of Sections 33E-3 and 33-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Revised Statutes);
- (6) are not in default on an educational loan as provided in Public Act 85-827;

* The Local Agency for purpose of this certification is defined as the Department of Public Works of the City of Chicago. Officials for the purpose of this certification are the Mayor of the City of Chicago, the Commissioner of the Department of Public Works, the Purchasing Agent and the Comptroller of the City of Chicago.

(7) have not been barred from signing this Agreement as a result of a violation of Chapter 127, Section 10.2 of the Illinois Revised Statutes.

Under penalty of perjury, the City of Chicago, Illinois, a municipal corporation and a home rule unit of government, certifies that 36-6005820 is its correct Federal Taxpayer Identification Number. The City of Chicago is doing business as a governmental entity.

[Signature forms omitted for printing purposes.]

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

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this Agreement reads as follows:

Minority Business Enterprises Provisions.

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

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

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

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

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

AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS,
REFUND OF FEES AND WAIVER OF FEES FOR
CERTAIN CHARITABLE, EDUCATIONAL
AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred (July 19, 1989, January 19 and February 7, 1990) sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, refund of fees and waiver of fees for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and orders transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinances and orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

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

FREE PERMITS.

Queen Of Universe School.

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 Queen of Universe School, for installation of fire alarm box on the premises known as 7114 South Hamlin Avenue.

Said building shall be used exclusively for 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 and publication.

Resurrection Health Care Corporation.

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 Resurrection Health Care Corporation for a new garage building on the premises known as 7435 West Talcott Avenue.

Said building shall be used exclusively for eleemosynary and charitable 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.

Saint Matthias School.

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 Saint Matthias School to hang banners on the premises known as 4910 North Claremont Avenue.

Said building shall be used exclusively for 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 and publication.

Trinity United Church Of Christ.

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 Trinity United Church of Christ for construction of a new building on the premises known as 400 West 95th Street.

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

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

Uptown Habitat For Humanity.

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 Uptown Habitat for Humanity for construction of a building on the premises known as 4651 -- 4653 North Kenmore Avenue.

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

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

REFUND OF FEES.

Helene Curtis Distribution Warehouse Facility.

Ordered, That the City Comptroller is hereby authorized and directed to reimburse Helene Curtis Distribution Warehouse Facility, 1401 North Cicero Avenue, for architectural fee -- Permit No. B-701544, Blue Card No. 6890, in the amount of \$11,161.00 and reimbursement for an over-charge on a water fee in the amount of \$1,860.00.

MAR/K Enterprises.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$653.00 to the MAR/K Enterprises, 6908 North Algonquin Avenue, Chicago, Illinois 60646, representing payment of a building permit fee for the construction of a children's building at 1114 West Grace Street.

Oakwood Development.

Ordered, That the City Comptroller is hereby authorized and directed to give consideration to reimbursement in the amount of \$2,555.00 to replace 73 A.O. Smith Water Heaters for the premises located at 4541 North Sheridan Road, Oakwood Development.

WAIVER OF FEES.

7300 South Indiana Avenue Block Club.

Ordered, That the Commissioner of Inspectional Services is hereby authorized and directed to give consideration to waive electrical permit fees for the installation of residential post lights to the 7300 South Indiana Avenue Block Club.

7400 South Indiana Avenue Block Club.

Ordered, That the Commissioner of Inspectional Services is hereby authorized and directed to give consideration to waive electrical permit fees for the installation of residential post lights to the 7400 South Indiana Avenue Block Club.

7400 South Prairie Block Club.

Ordered, That the Commissioner of Inspectional Services is hereby authorized and directed to give consideration to waive electrical permit fees for the installation of residential post lights to the 7400 South Prairie Block Club.

EXEMPTION OF FIELD MUSEUM OF NATURAL HISTORY FROM
PAYMENT OF ALL 1990 CITY PERMIT AND LICENSE
FEES UNDER NOT-FOR-PROFIT STATUS.

The Committee on Finance submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the exemption from payment of permit and license fees for the year 1990 for the Field Museum of Natural History, 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 viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, 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, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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 Field Museum of Natural History, an Illinois corporation, not for pecuniary profit, located on West Roosevelt Road at South Lake Shore Drive, shall be exempt from the payment of all City fees and charges related to the erection and maintenance of their premises, and the Commissioner of Aviation, the Commissioner of Streets and Sanitation, the Commissioner of Public Works, 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 Field Museum of Natural History for the year 1990.

Said building and all appurtenances thereto shall be used exclusively for charitable and exhibitional purposes and the work thereon shall be done in accordance with all the appropriate provisions of the Municipal Code of Chicago 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 Municipal Code of Chicago for the issuance of all permits and licenses.

SECTION 2. That the Field Museum of Natural History be entitled to refunds for all City fees which it has paid and to which it is exempt pursuant to Section 1 of this ordinance.

SECTION 3. This ordinance shall be in force for a period of one (1) year but in no event beyond December 21, 1990.

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

The Committee on Finance submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred on February 7, 1990, sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is 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
Copernicus Foundation 5216 West Lawrence Avenue	P1-904170 (Boiler)	\$ 58.00
Evangelical Lutheran Church in America 8765 West Higgins Road	F4-917552 (Mech. Vent)	564.00
Latin School of America 59 West North Avenue	A1-907415 (Elev.)	41.00
Long Cenacle Retreat House 11600 South Longwood Drive	B1-915709 (Bldg.)	63.00
McCormick Theological Seminary 5555 South Woodlawn Avenue	A1-905998 (Elev.)	41.00
	B1-915998	47.00
	B1-916176	47.00
	B1-917457 (Bldg.)	47.00

Name And Address	Warrant No. And Type Of Inspection	Amount
Morgan Park Academy 2153 West 111th Street	P1-905106 (Boiler)	\$ 547.00
Northwest Home for the Aged 6300 North California Avenue	A1-907275 (Elev.)	82.00
	P1-905256 (Boiler)	185.00
Northwestern Memorial Hospital 320 East Huron Street	D1-928138	16.00
	D1-928139	16.00
	D1-928140 (Sign)	16.00
Mr. George Peters 5341 South Moody Avenue	D7-801383 (Sign)	20.00
Polish American Congress 5844 North Milwaukee Avenue	A1-905914 (Elev.)	41.00
Queen of Angels Church 2330 West Sunnyside Avenue	B1-915162 (Bldg.)	47.00
Saint Francis Cabrini Hospital 811 South Lytle Street	A1-907244 (Elev.)	328.00
	D1-930076 (Sign)	46.00
	P1-702795 (Fuel Burn. Equip.)	549.00

Name And Address	Warrant No. And Type Of Inspection	Amount
	P1-903380 (Boiler)	\$791.00
Scholl College of Podiatric Medicine 1001 North Dearborn Street	D7-904469 (Sign)	40.00
Schwab Rehabilitation Center 1401 South California Avenue	D1-930727	16.00
	D1-930743	28.00
	D1-930744 (Sign)	28.00
Swedish Museum 5211 North Clark Street	A1-906707 (Elev.)	41.00
Sweet Holy Spirit Baptist Church 944 West 103rd Street	D1-728244	136.00
	D1-728245	16.00
	D1-934225	136.00
	D1-934226 (Sign)	16.00
Washington and Jane Smith Home 2340 West 113th Place	F4-918345 (Mech. Vent.)	195.00

INSTALLATION OF ALLEY LIGHT AT 5427
NORTH BROADWAY.

The Committee on Finance submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the installation of an alley light at 5427 North Broadway, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, 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, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light behind the premises located at 5427 North Broadway.

RESTORATION OF LIGHT POLE AT 4551 WEST
FULTON STREET.

The Committee on Finance submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution for the restoration of a light pole at 4551 West Fulton Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, A street light pole at 4551 West Fulton Street has been down for over a year; and

WHEREAS, With the light pole down at 4551 West Fulton Street, the area is very dangerous; now, therefore,

Be It Resolved, That the Commissioner of Public Works take immediate measures to have the light pole at 4551 West Fulton Street restored.

REDUCTION IN ANNUAL LICENSE FEES FOR SPECIAL
POLICE EMPLOYED BY NOT-FOR-PROFIT
INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration two (2) ordinances authorizing the reduction in license fees for the employment of special policemen by various institutions at the following locations:

Illinois College of Optometry; and

New Faith Baptist Church,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Stone -- 47.

Nays -- None.

Alderman Beavers 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):

Illinois College Of Optometry.

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 fifteen special police officers and shall pay a fee of \$10.00 per license for the year 1990:

Illinois College of Optometry
3241 South Michigan Avenue.

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

New Faith Baptist Church.

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 eight special police officers and shall pay a fee of \$10.00 per license for the year 1990:

New Faith Baptist Church
8400 South Halsted Street.

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

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

The Committee on Finance submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of hospital and medical expenses of police officers and firefighters injured in the line of duty, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, 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, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to 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 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 11926 through
11934 of this Journal.]

; and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expenses, 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 or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third party orders printed on pages 11935 through
11936 of this Journal.]

Placed On File -- REPORTS OF SETTLEMENTS OF SUITS AGAINST
CITY DURING MONTHS OF NOVEMBER
AND DECEMBER, 1989.

The Committee on Finance submitted two reports recommending that the City Council place on file communications from the Department of Law concerning matters in which cases were settled and/or judgments entered for the months of November and December, 1989.

(Continued on page 11937)

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 2/28/90
REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALLANSON JOHN	POLICE OFFICER	EIGHTEENTH DISTRICT	7/23/85	190.00
ALMAGUER XAVIER	POLICE OFFICER	TENTH DISTRICT	11/18/89	437.00
ALVAREZ ROSENDO JR	POLICE OFFICER	SIXTEENTH DISTRICT	11/05/89	239.00
ANDERSON ROBERT J	POLICE OFFICER	SIXTEENTH DISTRICT	11/15/89	194.69
ANDERSON YALMAY JR.	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/19/89	306.50
ANTOS JOHN F	POLICE OFFICER	SEVENTEENTH DISTRICT	11/05/89	227.75
ARMISTEAD LEON	POLICE OFFICER	SIXTH DISTRICT	11/04/89	79.00
ARROYO LUIS A	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/27/88	304.90
AVILES DAVID	POLICE OFFICER	TWENTIETH DISTRICT	11/18/89	589.09
BANKS ROGER	POLICE OFFICER	FIFTEENTH DISTRICT	11/07/89	110.00
BEAL CAROL A	POLICE OFFICER	FIRST DISTRICT	11/03/89	250.00
BEDNAREK ALAN	POLICE OFFICER	FIFTH DISTRICT	11/29/89	324.00
BELLA JEFFREY R	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/13/89	254.70
BEVIER RONALD H	POLICE OFFICER	OHARE LAW ENFORCEMENT	10/01/89	287.38
BLAZIS MICHAEL P	POLICE OFFICER	SIXTH DISTRICT	10/18/89	515.90
BODDIE WALTER L	POLICE OFFICER	ELEVENTH DISTRICT	9/18/89	200.60
BOKOWSKI ROMAN J	POLICE OFFICER	EIGHTH DISTRICT	11/22/89	1328.00
BONNETTER MARVIN E	POLICE OFFICER	FOURTEENTH DISTRICT	10/24/89	135.00
BORCZYK WILLIAM J	POLICE OFFICER	FOURTH DISTRICT	11/09/89	818.00
BOYD THOMAS E	POLICE OFFICER	TWENTIETH DISTRICT	10/16/89	149.15
BOYLAN JAMES T	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	5/09/89	165.00
BRAMBORA RONALD	POLICE OFFICER	ELEVENTH DISTRICT	9/14/89	13.00
BRANSFORD STEVE D	POLICE OFFICER	THIRD DISTRICT	10/26/89	136.90
BRESNEN MICHAEL P	POLICE OFFICER	EIGHTEENTH DISTRICT	11/16/89	77.09
BROWN KENNETH	POLICE OFFICER	FIFTH DISTRICT	11/07/89	211.50
BROWN MARUEL L	POLICE OFFICER	SIXTH DISTRICT	10/05/89	1046.65
BUFORD RUDOLPH V	POLICE OFFICER	SEVENTEENTH DISTRICT	10/02/89	325.91
BURDA AUGUST G	POLICE OFFICER	YOUTH DIVISION AREA FIVE	10/27/89	295.50
BURKE MICHAEL	POLICE OFFICER	TENTH DISTRICT	10/23/89	405.00
CALLAGHAN ANTHONY	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/10/89	479.00
CALLAGHAN BARBARA J	POLICE OFFICER	NINTH DISTRICT	11/01/89	226.50
CAMPBELL WAYNE C	POLICE OFFICER	NINTH DISTRICT	10/08/89	4478.19
CANTERBURY DENNIS	POLICE OFFICER	FIRST DISTRICT	11/22/89	204.50
CARLSON ROLAND	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/10/89	349.00
CARTER MICHAEL	POLICE OFFICER	NINTH DISTRICT	10/08/89	80.80
CASEY LYNN	POLICE OFFICER	TWELFTH DISTRICT	11/07/89	305.00
CEJA MICHAEL J	POLICE OFFICER	NINTH DISTRICT	6/24/89	7267.26
CELLA LOUIS	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	11/11/89	275.90
CEVEN TIMOTHY E	POLICE OFFICER	ELEVENTH DISTRICT	11/09/89	169.50
CIRULLO DONALD J	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/17/89	190.00
CLARK JOHN P	PARAMEDIC	UNKNOWN	10/31/89	198.00
CLARK TERRENCE J	POLICE OFFICER	TWELFTH DISTRICT	10/27/89	160.50
CLAUNCH MARRA	POLICE OFFICER	TWELFTH DISTRICT	11/27/89	25.00
CLEFF KATHY A	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/02/89	339.43
CLIFTON MICHAEL D	POLICE OFFICER	SEVENTH DISTRICT	11/07/89	264.00
CLINE THOMAS	POLICE OFFICER	NEIGHBORHOOD RELATIONS DIVISIO	10/02/89	325.00
COHER STEVEN P	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/21/89	347.27
COLVIN PATRICK	POLICE OFFICER	FIFTH DISTRICT	10/05/89	28.00
COMITO JAMES	POLICE OFFICER	AUTOMOTIVE FOUNDS SECTION	10/16/89	1133.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/28/90

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CONTINO	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINIS	8/15/89	476.70
COONS	POLICE OFFICER	SEVENTH DISTRICT	10/12/89	265.00
COOPER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/17/89	482.78
COSGROVE	POLICE OFFICER	EIGHTEENTH DISTRICT	11/13/89	197.25
CRADICK	POLICE OFFICER	EIGHTEENTH DISTRICT	7/09/87	104.00
CRONIN	POLICE OFFICER	ELEVENTH DISTRICT	11/13/89	123.50
CUMMINGS	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	11/10/89	229.00
CURYLO	POLICE OFFICER	TWENTIETH DISTRICT	10/25/89	143.50
CZAFIENSKI	POLICE OFFICER	SEVENTEENTH DISTRICT	11/15/89	2256.79
DALEY	POLICE OFFICER	SEVENTH DISTRICT	10/03/89	706.10
DAUER	POLICE OFFICER	FIFTH DISTRICT	10/14/89	205.55
DAVIS	POLICE OFFICER	SEVENTH DISTRICT	11/10/89	236.39
DAMAN	POLICE OFFICER	THIRD DISTRICT	10/22/89	260.70
DEAVILA	POLICE OFFICER	TENTH DISTRICT	10/30/89	594.00
DEFRANCISCO	POLICE OFFICER	NINTH DISTRICT	11/19/89	249.00
DEJULIO	POLICE OFFICER	EIGHTEENTH DISTRICT	11/15/89	138.05
DEVEREUX	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/01/89	117.50
DEYOUNG	POLICE OFFICER	EIGHTH DISTRICT	12/01/88	100.00
DIGMAN	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/27/89	55.00
DOLAN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/15/89	106.16
DORRIS	POLICE OFFICER	EIGHTH DISTRICT	10/12/89	425.69
DORTCH	POLICE OFFICER	FIRST DISTRICT	11/23/89	69.00
DOYLE	POLICE OFFICER	NINETEENTH DISTRICT	9/24/89	83.00
DUNLOP	POLICE OFFICER	SEVENTH DISTRICT	11/26/89	60.50
DUNWALL	POLICE OFFICER	THIRTEENTH DISTRICT	11/29/89	180.00
ELLIOTT	POLICE OFFICER	NINETEENTH DISTRICT	8/23/89	3605.00
ENWALL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/13/89	298.50
ESHOO	POLICE OFFICER	SEVENTEENTH DISTRICT	10/03/89	161.78
EVANS	POLICE OFFICER	SEVENTEENTH DISTRICT	10/06/89	120.40
EVANS	POLICE OFFICER	EIGHTH DISTRICT	10/03/89	1689.90
EVANS	POLICE OFFICER	EIGHTEENTH DISTRICT	11/25/89	173.75
FARRELL	POLICE OFFICER	SEVENTEENTH DISTRICT	7/12/80	356.00
FARRIS	POLICE OFFICER	THIRTEENTH DISTRICT	10/11/89	406.00
FAVORS	POLICE OFFICER	THIRD DISTRICT	10/06/89	150.00
FELDMAN	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/10/88	100.00
FERRU	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/19/89	177.70
FIGUEROA	POLICE OFFICER	THIRTEENTH DISTRICT	10/03/89	216.00
FISSINGER	POLICE OFFICER	SEVENTH DISTRICT	11/24/89	283.00
FITZGERALD	POLICE OFFICER	SEVENTEENTH DISTRICT	11/28/89	51.90
FLUKEE	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/22/89	733.85
FOGARTY	POLICE OFFICER	FIRST DISTRICT	10/02/89	926.00
FOLEY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/31/89	1150.69
FOLEY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/11/89	218.50
FORD	POLICE OFFICER	TWELFTH DISTRICT	10/23/89	150.00
FRANCO	POLICE OFFICER	SECONO DISTRICT	11/16/89	291.00
FRELIX	POLICE OFFICER	SIXTH DISTRICT	11/12/89	252.95
FRIGO	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/07/89	429.90
FRUGOLI	POLICE OFFICER	SIXTEENTH DISTRICT	11/05/89	355.50
FULTH	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/02/89	104.75

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/28/90

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
GALBRETH--MODICA	POLICE OFFICER	FIFTEENTH DISTRICT	11/05/89	703.85
GALL	POLICE OFFICER	THIRTEENTH DISTRICT	10/14/89	115.00
GALLEGGI	POLICE OFFICER	TENTH DISTRICT	11/21/89	225.00
GANEY	POLICE OFFICER	FOURTEENTH DISTRICT	7/29/89	1139.00
GARCIA	POLICE OFFICER	NINTH DISTRICT	11/09/89	225.00
GASS	POLICE OFFICER	TENTH DISTRICT	10/08/89	121.00
GEORGE	POLICE OFFICER	FIFTEENTH DISTRICT	10/08/89	104.00
GIBSON	POLICE OFFICER	ELEVENTH DISTRICT	11/11/89	305.00
GILBERTO	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	10/28/89	487.50
GILBERTO	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	8/20/88	64.00
GILLOTT	POLICE OFFICER	TWELFTH DISTRICT	11/26/89	65.00
GLOMBICKI	POLICE OFFICER	FOURTH DISTRICT	10/22/89	601.00
GOFFON	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/27/89	211.50
GOGGIN	POLICE OFFICER	ELEVENTH DISTRICT	10/05/89	325.70
GOMEZ	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/26/89	303.00
GONZALEZ	POLICE OFFICER	ELEVENTH DISTRICT	10/04/89	233.00
GOVEA	POLICE OFFICER	FIFTEENTH DISTRICT	10/22/89	56.00
GRAEFER	POLICE OFFICER	EIGHTH DISTRICT	11/01/89	172.00
GRANADON	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/24/89	296.39
GRANDY	POLICE OFFICER	MARINE UNIT	11/02/89	273.50
GRAZIANO	POLICE OFFICER	EIGHTEENTH DISTRICT	11/27/89	81.25
GREENWICH	POLICE OFFICER	FOURTEENTH DISTRICT	12/26/82	2565.50
GRIESCH	POLICE OFFICER	CHARGE LAW ENFORCEMENT	10/21/89	80.34
GRIFFIN	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/31/89	185.25
GRUBBS	POLICE OFFICER	PUBLIC HOUSING DIVISION--SOUTH	10/21/89	277.00
GUERRERO	POLICE OFFICER	TENTH DISTRICT	11/20/89	1106.00
GUTIERREZ JR	POLICE OFFICER	NINTH DISTRICT	10/16/89	452.10
GOZDENOVICH	POLICE OFFICER	TENTH DISTRICT	11/06/89	547.00
HAIF	POLICE OFFICER	EIGHTEENTH DISTRICT	11/13/89	518.25
HARRIS	POLICE OFFICER	FIFTH DISTRICT	11/10/89	305.70
HARRIS	POLICE OFFICER	NINTH DISTRICT	11/23/89	91.00
HARRIS	POLICE OFFICER	FIFTH DISTRICT	10/12/89	177.15
HASKETT	POLICE OFFICER	SEVENTH DISTRICT	10/24/89	105.00
HARRIS	POLICE OFFICER	FIRST DISTRICT	11/02/89	387.00
HASKETT	POLICE OFFICER	PUBLIC HOUSING DIVISION--SOUTH	10/06/89	363.30
HAYSLEIP	POLICE OFFICER	TRAFFIC COURT SECTION	10/27/89	791.55
HAYWOOD	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/20/89	201.00
HENRY	POLICE OFFICER	TWENTIETH DISTRICT	10/19/89	484.14
HENSON	POLICE OFFICER	SEVENTH DISTRICT	11/13/89	384.50
HESKIN	POLICE OFFICER	SEVENTH DISTRICT	9/05/89	49.00
HIDALGO	POLICE OFFICER	FOURTH DISTRICT	10/02/89	216.00
HIGHTOWER	POLICE OFFICER	SECOND DISTRICT	6/19/88	210.00
HILLMAN	POLICE OFFICER	THIRD DISTRICT	11/09/89	443.00
HOFBAUER	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	10/04/89	426.00
HOFER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/10/89	74.50
HOLINACKI	POLICE OFFICER	THIRD DISTRICT	11/17/89	975.30
HOLMAN	POLICE OFFICER	FOURTEENTH DISTRICT	11/29/89	169.50
HOLMES	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/25/89	137.00
HOLY	POLICE OFFICER	FOURTEENTH DISTRICT	11/30/89	88.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/28/90

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HORNOWSKI	POLICE OFFICER	SEVENTEENTH DISTRICT	11/30/89	117.25
HORNOWSKI	POLICE OFFICER	SEVENTEENTH DISTRICT	10/21/89	255.66
HORTON	POLICE OFFICER	RECRUIT TRAINING	10/30/89	130.98
HUGH	POLICE OFFICER	FIRST DISTRICT	10/07/89	102.80
HOWARD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/27/89	414.70
HOWE	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/21/89	8044.62
HUGH	POLICE OFFICER	EIGHTEENTH DISTRICT	10/07/89	1067.00
HUGHES	POLICE OFFICER	YOUTH DIVISION AREA THREE	11/03/89	95.00
HUSSEY	POLICE OFFICER	SEVENTEENTH DISTRICT	11/03/89	72.00
IGLINSKI	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/06/89	48.30
JACKSON	POLICE OFFICER	RECRUIT TRAINING	11/27/89	65.00
JACKSON	POLICE OFFICER	THIRTEENTH DISTRICT	11/03/89	239.75
JAGLAKSKI	POLICE OFFICER	OHARE LAW ENFORCEMENT	11/04/89	134.00
JERLOWSKI	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/10/89	178.34
JEFFERIES	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/28/89	321.00
JOHNS	POLICE OFFICER	YOUTH DIVISION AREA FOUR	10/24/89	1177.19
JOHNSON	POLICE OFFICER	FOURTH DISTRICT	11/01/89	1294.36
JOHNSON	POLICE OFFICER	ELEVENTH DISTRICT	9/18/89	295.49
JOHNSON	POLICE OFFICER	SECONDD DISTRICT	11/06/89	137.00
JONES	POLICE OFFICER	ELEVENTH DISTRICT	10/29/89	288.25
JONES	POLICE OFFICER	ELEVENTH DISTRICT	10/18/89	528.50
JONES	POLICE OFFICER	ELEVENTH DISTRICT	11/02/89	292.00
KAPUGI	POLICE OFFICER	TENTH DISTRICT	4/30/89	36.00
KASPER	POLICE OFFICER	ELEVENTH DISTRICT	10/24/89	149.00
KILLACKY	POLICE OFFICER	YOUTH DIVISION ADMINISTRATION	10/30/89	270.00
KING	POLICE OFFICER	FIFTEENTH DISTRICT	11/21/89	1663.00
KINNALLY	POLICE OFFICER	FIFTEENTH DISTRICT	11/19/89	981.50
KISS	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/14/89	6292.36
KLEIN	POLICE OFFICER	OHARE LAW ENFORCEMENT	10/21/89	84.89
KLEMMUT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/24/89	456.06
KNEZEVIC	POLICE OFFICER	FOURTH DISTRICT	10/21/89	209.00
KNUTSON	POLICE OFFICER	FIRST DISTRICT	10/26/89	181.00
KOLEKITH	POLICE OFFICER	NINTH DISTRICT	11/27/89	316.90
KORZENIEWSKI	POLICE OFFICER	ELEVENTH DISTRICT	10/04/89	280.00
KOWATT	POLICE OFFICER	EIGHTEENTH DISTRICT	10/28/89	150.25
KRUGER	POLICE OFFICER	FIFTEENTH DISTRICT	11/05/89	705.85
KUKIELKA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/24/89	732.10
LAWRENCE	POLICE OFFICER	RECRUIT TRAINING	9/01/89	126.00
LEAHY	POLICE OFFICER	EIGHTH DISTRICT	11/23/89	110.00
LEE	POLICE OFFICER	FIFTEENTH DISTRICT	11/02/89	110.00
LEIBAS JR	POLICE OFFICER	SECONDD DISTRICT	7/06/87	190.00
LEWIS	POLICE OFFICER	SEVENTH DISTRICT	11/26/89	102.00
LITTON R	POLICE OFFICER	TENTH DISTRICT	11/13/89	432.00
LODOLCE	POLICE OFFICER	NINETEENTH DISTRICT	8/24/89	640.00
LOSCZYK	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/23/89	299.25
LOVE	POLICE OFFICER	SECONDD DISTRICT	10/05/89	328.00
LOWELL	POLICE OFFICER	SIXTEENTH DISTRICT	10/09/89	60.00
LUBE	POLICE OFFICER	SEVENTEENTH DISTRICT	10/15/89	50.78
LUNSFORD	POLICE OFFICER	EIGHTEENTH DISTRICT	8/14/89	35.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/28/90

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
LAWRENCE R	POLICE OFFICER	FIRST DISTRICT	11/21/89	1031.00
HENRY M	POLICE OFFICER	AUTO THEFT SECTION	10/24/87	141.94
MACIE JEWSKI	POLICE OFFICER	EIGHTH DISTRICT	11/15/89	1021.44
MAJOK	POLICE OFFICER	THIRD DISTRICT	11/29/86	218.00
MANOWSKI	POLICE OFFICER	TWELFTH DISTRICT	8/30/88	50.00
MANCINI	POLICE OFFICER	FOURTEENTH DISTRICT	11/07/89	265.00
MARCIAL	POLICE OFFICER	TWENTIETH DISTRICT	11/23/89	86.25
MARES	POLICE OFFICER	FOURTEENTH DISTRICT	11/04/89	392.18
MATHESON	POLICE OFFICER	TWENTIETH DISTRICT	11/22/89	219.87
MCDONALD	POLICE OFFICER	FIFTEENTH DISTRICT	11/30/89	171.20
MCGOVERN	POLICE OFFICER	TWENTY-SECOND DISTRICT	11/24/89	109.17
MCMANAMON	POLICE OFFICER	FIFTEENTH DISTRICT	11/05/89	95.00
MELCHRE	POLICE OFFICER	FIRST DISTRICT	11/18/89	282.70
MILLER	POLICE OFFICER	SIXTH DISTRICT	11/01/89	550.00
MILLER	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/27/89	134.50
MIS	POLICE OFFICER	NINTH DISTRICT	11/04/89	87.60
MITCHELL	POLICE OFFICER	FIFTH DISTRICT	11/18/89	324.00
MITTHEN	POLICE OFFICER	TWENTIETH DISTRICT	11/05/89	164.02
MUEHLFELDER	POLICE OFFICER	TWENTIETH DISTRICT	11/25/89	214.00
MULLIGAN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/18/89	283.59
MUNIZ	POLICE OFFICER	INTERSECTION CONTROL UNIT	11/15/89	275.30
MURPHY	POLICE OFFICER	ELEVENTH DISTRICT	11/11/89	799.90
MURPHY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/06/89	100.50
NELSON	POLICE OFFICER	FIFTEENTH DISTRICT	11/15/89	190.00
NELSON	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	2/15/89	47.00
OKRIEN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/06/89	458.00
OCHOA	POLICE OFFICER	SEVENTH DISTRICT	11/21/89	110.00
OKON	POLICE OFFICER	TWELFTH DISTRICT	11/09/89	264.00
OLSON	POLICE OFFICER	FIFTEENTH DISTRICT	1/22/89	30.00
OVERSTREET	POLICE OFFICER	SEVENTH DISTRICT	3/20/89	3825.00
FALMER	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	11/25/89	182.00
FARISI	POLICE OFFICER	EIGHTEENTH DISTRICT	11/08/89	227.75
FARKER	POLICE OFFICER	SECOND DISTRICT	11/16/89	198.00
FARKER	POLICE OFFICER	SECOND DISTRICT	11/07/89	126.00
FATTERSON	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	11/06/89	65.00
PIEKARSKI	POLICE OFFICER	SIXTH DISTRICT	11/04/89	110.00
PIENTA	POLICE OFFICER	NINTH DISTRICT	7/09/88	12.00
PIERCE	POLICE OFFICER	NINTH DISTRICT	11/10/89	65.00
FOWELL	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/10/89	15511.69
FRKOPF	POLICE OFFICER	TENTH DISTRICT	11/13/89	519.50
PTAK	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	10/27/89	14.00
QUENZEL	POLICE OFFICER	TWENTY-SECOND DISTRICT	11/13/89	1246.50
QUINN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/03/89	977.50
REGNIER	POLICE OFFICER	FIFTEENTH DISTRICT	11/20/89	139.10
RESKEY	POLICE OFFICER	SIXTH DISTRICT	11/18/89	474.70
RIGA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/29/89	475.16
RIVERA	POLICE OFFICER	FOURTEENTH DISTRICT	11/07/89	561.50
RIZZO	POLICE OFFICER	SEVENTEENTH DISTRICT	11/17/89	56.76
RODRIGUEZ	POLICE OFFICER	FOURTEENTH DISTRICT	11/27/89	20.00

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 2/28/90
REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ROSENBRUCH	POLICE OFFICER	TWENTIETH DISTRICT	8/05/89	7679.90
ROTI	POLICE OFFICER	SEVENTH DISTRICT	9/12/89	94.00
RUIZ-JERSON	POLICE OFFICER	TWELFTH DISTRICT	11/07/89	208.00
SAFFOLD	POLICE OFFICER	FIFTEENTH DISTRICT	11/08/89	494.00
SALUSTRO	POLICE OFFICER	NINETEENTH DISTRICT	11/17/89	1554.70
SALYERS	POLICE OFFICER	TWENTIETH DISTRICT	11/12/89	823.62
SANCHEZ	POLICE OFFICER	TWENTIETH DISTRICT	8/10/89	40.00
SCOTT	POLICE OFFICER	THIRD DISTRICT	11/10/89	186.40
SEAKS	POLICE OFFICER	SEVENTH DISTRICT	11/09/89	73.45
SEGOVIA	POLICE OFFICER	SEVENTEENTH DISTRICT	11/20/89	155.00
SEVERINO	POLICE OFFICER	FOURTEENTH DISTRICT	11/04/89	90.00
SIBLEY	POLICE OFFICER	SIXTH DISTRICT	3/06/88	110.00
SINK	POLICE OFFICER	FIFTH DISTRICT	10/15/89	128.00
SINK	POLICE OFFICER	FIFTH DISTRICT	11/29/89	205.79
SOMAKSI-ROMAN	POLICE OFFICER	FIFTH DISTRICT	9/14/89	1182.75
SMITH	POLICE OFFICER	YOUTH DIVISION AREA FIVE	10/24/89	76.60
SORAK	POLICE OFFICER	ELEVENTH DISTRICT	11/13/89	109.00
SPATAFORA	POLICE OFFICER	TENTH DISTRICT	11/05/89	705.85
SPEARS	POLICE OFFICER	FIFTEENTH DISTRICT	11/02/89	110.00
SPERANIO	POLICE OFFICER	FIFTEENTH DISTRICT	11/09/89	714.00
SPIEGEL	POLICE OFFICER	NINTH DISTRICT	11/28/89	263.00
STIEHEN	POLICE OFFICER	EIGHTH DISTRICT	11/29/89	521.27
STOFFREGEN	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	11/16/89	397.00
STOLL	POLICE OFFICER	TWELFTH DISTRICT	11/08/89	503.00
STRAND	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/21/89	111.90
STUART	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/11/89	355.25
STUMP	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/10/89	158.00
SUTTER	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/16/89	60.50
TAVALES	POLICE OFFICER	SEVENTH DISTRICT	11/20/89	3716.18
TAYLOR	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/12/89	453.50
TAYLOR	POLICE OFFICER	SIXTH DISTRICT	11/25/89	248.00
THEBAULT	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	11/28/89	279.00
THOME	POLICE OFFICER	FOURTH DISTRICT	11/28/89	144.70
TOMASZEWSKI	POLICE OFFICER	NINTH DISTRICT	11/11/89	633.08
TRINIDAD	POLICE OFFICER	SEVENTEENTH DISTRICT	11/09/89	257.00
UBOREK	POLICE OFFICER	NINTH DISTRICT	11/05/89	285.56
URRON	POLICE OFFICER	FIFTEENTH DISTRICT	11/10/89	80.50
VALENTIN	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	11/05/89	257.10
VINSON	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/12/89	758.50
WALKER	POLICE OFFICER	FIFTH DISTRICT	11/01/89	67.95
WARD	POLICE OFFICER	SIXTH DISTRICT	11/24/89	162.20
WATSON	POLICE OFFICER	FIFTH DISTRICT	11/23/89	456.00
WEAVER	POLICE OFFICER	SEVENTH DISTRICT	10/30/89	270.00
WHITE	POLICE OFFICER	SIXTH DISTRICT	11/15/89	340.00
WISCH	POLICE OFFICER	FOURTEENTH DISTRICT	2/10/89	120.00
WOJCIK	POLICE OFFICER	FOURTEENTH DISTRICT	11/10/89	77.00
WOLAK	POLICE OFFICER	TENTH DISTRICT	11/13/89	152.00
WRIGHT	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/07/89	81.00
WRONSKI	POLICE OFFICER	TWELFTH DISTRICT	11/20/89	241.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/28/90

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ABFALL	FIREFIGHTER	ENGINE COMPANY 103	9/04/89	128.00
AKROYO	PARAMEDIC	DISTRICT RELIEF 1	6/07/89	28.00
BAILEY	PARAMEDIC	AMBULANCE 4	6/22/89	242.00
BAILEY	PARAMEDIC	AMBULANCE 4	12/22/88	225.00
BALLENTINE	FIREFIGHTER	ENGINE COMPANY 72	11/26/89	618.35
BLACK	PARAMEDIC	AMBULANCE 39	12/01/89	243.45
BROOKS	PARAMEDIC	AMBULANCE 39	11/17/89	267.72
BUGAJ	PARAMEDIC	AMBULANCE 47	7/30/89	187.50
BUGAJ	PARAMEDIC	AMBULANCE 47	5/18/89	96.25
BUSH	CAPTAIN	ENGINE COMPANY 116	10/07/89	325.00
CAMBRIA	FIREFIGHTER	SQUAD 2	9/15/89	81.94
CARSON	FIREFIGHTER	TRUCK 19	8/04/89	65.00
CECICH	PARAMEDIC	AMBULANCE 8	11/09/89	163.05
CORNELL	FIREFIGHTER	ENGINE COMPANY 46	6/12/88	241.75
COSTANTINI	PARAMEDIC	TRUCK 52	10/03/89	69.00
CRONIN	PARAMEDIC	AMBULANCE 10	3/19/89	146.90
CRONIN	PARAMEDIC	AMBULANCE 10	3/31/89	315.55
CROME	LIEUTENANT	TRUCK 30	3/21/87	329.00
DASBACH	FIREFIGHTER	TRUCK 52	10/28/89	510.00
DAVEY	FIREFIGHTER	SQUAD 5	6/06/88	296.90
DELANEY	LIEUTENANT	DISTRICT RELIEF 1	11/04/89	119.75
DUKE	CAPTAIN	ENGINE COMPANY 117	11/05/89	106.00
DUNN-SCUPLIONE	PARAMEDIC	DISTRICT RELIEF 2	10/21/89	863.25
FEHSEL	FIREFIGHTER	ENGINE COMPANY 80	11/10/89	331.55
FIDRITO	FIREFIGHTER	BATTALION 11	5/02/89	95.00
FITZPATRICK	LIEUTENANT	SQUAD 4	12/23/89	316.00
FLAVIN	PARAMEDIC	DISTRICT RELIEF 5	3/29/89	42.00
FLORINE	PARAMEDIC	AMBULANCE 10	10/17/89	507.00
FOLEY	FIREFIGHTER	ENGINE COMPANY 102	7/26/89	103.50
GARTNER	FIREFIGHTER	TRUCK 35	12/08/89	215.15
GASKA	FIREFIGHTER	UNKNOWN	11/12/89	285.00
GILBERT	PARAMEDIC	ENGINE COMPANY 50	1/31/89	2704.22
GLADKOWSKI	FIREFIGHTER	DISTRICT RELIEF 3	12/26/89	407.90
HANKS	PARAMEDIC	ENGINE COMPANY 120	1/31/79	365.57
HARRIS	FIREFIGHTER	AMBULANCE 15	9/21/89	376.00
HARRIS	FIREFIGHTER	TRUCK 15	1/31/89	1927.61
HARKIN	FIREFIGHTER	ENGINE COMPANY 72	11/13/89	568.00
HERMAN	PARAMEDIC	AMBULANCE 31	11/10/89	266.00
HOFFELT	PARAMEDIC	DISTRICT RELIEF 2	9/07/89	207.00
HUELS-DUBIEL	PARAMEDIC	AMBULANCE 17	10/11/89	67.50
JACKSON	FIREFIGHTER	ENGINE COMPANY 126	1/06/87	208.00
JEFFERIES	PARAMEDIC	AMBULANCE 4	8/29/89	103.00
JUN-KOSKI	FIREFIGHTER	ENGINE COMPANY 50	12/01/89	365.00
KELTY	FIREFIGHTER	TRUCK 31	10/16/89	1138.00
NESSLE	PARAMEDIC	AMBULANCE 18	9/17/89	171.00
KIERSY	FIREFIGHTER	TRUCK 29	11/10/89	510.00
LAHEY	CAPTAIN	ENGINE COMPANY 30	11/15/89	282.00
LESNEY	FIREFIGHTER	ENGINE COMPANY 102	11/13/89	154.78
LUCHESTI	FIREFIGHTER	ENGINE COMPANY 14	12/18/89	98.00

2/28/90

REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/28/90

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	***** DATE INJURED *****	VOUCHER TOTAL
LYONS	CHRISTOPHER L	FIREFIGHTER	11/09/89	210.00
MAHONEY	WILLIAM J	ENGINEER	7/04/88	111.00
MARCIANO	STEVEN	FIREFIGHTER	2/19/89	4553.50
MARTINEZ	RICHARD	FIREFIGHTER	12/20/89	102.00
MCCAULEY	PAT	FIREFIGHTER	12/09/89	989.00
MCGINLEY	KEVIN	FIREFIGHTER	10/27/89	257.00
MCKEE	GERALD	LIEUTENANT	12/03/89	118.25
MCKINNIS	MICHAEL	PARAMEDIC	4/13/89	246.00
MCMAHON	PATRICK	ENGINEER	10/26/89	253.00
MCNICHOLAS	JOHN J	FIREFIGHTER	2/18/87	76.00
MINESH	RONALD	FIREFIGHTER	12/20/89	143.00
MURPHY	SHAWN	FIREFIGHTER	8/28/89	65.00
MURPHY	THOMAS	PARAMEDIC	9/03/89	1348.00
MURRAY	LAWRENCE	PARAMEDIC	8/19/89	119.00
MURRAY	LAWRENCE	PARAMEDIC	11/17/89	194.00
MURPHY	LAWRENCE	PARAMEDIC	11/21/89	635.00
MURPHY	JOHN	FIREFIGHTER	11/05/89	106.00
MURPHY	KEVIN	PARAMEDIC	5/22/89	128.00
MURPHY	EUGENE	FIREFIGHTER	9/20/79	4155.51
MURPHY	KATHLEEN	PARAMEDIC	11/24/89	4467.00
MURPHY	STEVEN	ENGINEER	9/25/89	119.00
MURPHY	ROBERT	FIREFIGHTER	11/06/86	75.00
MURPHY	GARY	FIREFIGHTER	11/18/89	139.48
MURPHY	RICHARD	PARAMEDIC	12/06/89	325.60
MURPHY	WILLIAM J	CAPTAIN	11/29/89	83.00
MURPHY	ERNESTO	FIREFIGHTER	11/20/89	65.00
MURPHY	JOHN	FIREFIGHTER	11/30/89	347.00
MURPHY	ROYAL	FIREFIGHTER	12/17/89	170.00
MURPHY	MAURICIO	FIREFIGHTER	12/25/89	223.00
MURPHY	WILLIAM	FIREFIGHTER	8/03/89	4897.40
MURPHY	JOHN	LIEUTENANT	12/16/89	658.00
MURPHY	JOSE A	LIEUTENANT	11/14/89	25.00
MURPHY	MICHAEL	FIREFIGHTER	10/12/89	184.00
MURPHY	ROBERT	LIEUTENANT	11/03/89	450.75
MURPHY	JAMES	FIREFIGHTER	10/25/89	621.00
MURPHY	MERRIEL	FIREFIGHTER	10/09/89	740.00
MURPHY	KURT	FIREFIGHTER	9/15/89	308.00
MURPHY	GEORGE	CAPTAIN	11/25/89	122.39
MURPHY	MICHAEL	FIREFIGHTER	10/25/89	111.00
MURPHY	DAVID	FIREFIGHTER	10/11/89	44.00
MURPHY	JOSEPH	FIREFIGHTER	11/16/89	187.50
MURPHY	JAMES	PARAMEDIC	10/14/89	788.10
MURPHY	JOSEPH	PARAMEDIC	11/05/89	490.00
MURPHY	LEROY	FIREFIGHTER	2/13/88	332.50
MURPHY	KATHI	PARAMEDIC	10/02/89	425.00
MURPHY	ROBERT	FIREFIGHTER	10/22/89	251.00
MURPHY	GONZALO	FIREFIGHTER	9/25/89	103.00
MURPHY	TIMOTHY	FIREFIGHTER	9/12/89	114.50
MURPHY	KERRITH	FIREFIGHTER	10/30/89	4596.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/28/90

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
VANMETER	FIREFIGHTER	ENGINE COMPANY 26	11/09/89	145.00
VILLA	FIREFIGHTER	ENGINE COMPANY 23	12/19/89	92.50
WILLIAMS	PARAMEDIC	AMBULANCE 31	9/08/87	358.00
WINFREY	PARAMEDIC	UNKNOWN	12/13/89	81.00
WITT	LIEUTENANT	ENGINE COMPANY 95	11/21/89	305.00
YORK	PARAMEDIC	UNKNOWN	7/24/89	141.85
ZAFILER	LIEUTENANT	TRUCK 14	12/23/89	27.50
ZIEN	PARAMEDIC	AMBULANCE 20	8/20/87	2398.90

C I T Y O F C H I C A G O

SIXTH BONDING ADDRESS

COUNCIL MEETING OF 2/28/90

THIRD PARTY ORDERS

NAME	OFFICE	UNIT OF ASSIGNMENT	DATE INCURRED	VOUCHER TOTAL
ADAMS	POLICE OFFICER	FIFTEENTH DISTRICT	11/16/89	110.00
ARMED	POLICE OFFICER	SIXTH DISTRICT	11/07/89	811.00
ANTONIAZZI	POLICE OFFICER	FIFTH DISTRICT	11/01/89	788.14
ARCHEY	POLICE OFFICER	SEVENTEENTH DISTRICT	5/20/88	380.25
BADOLLA	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/27/89	313.68
BAPILLIAMI	POLICE OFFICER	SIXTEENTH DISTRICT	11/03/89	307.72
BARNES	POLICE OFFICER	THIRD DISTRICT	3/19/89	252.00
BASA	POLICE OFFICER	FOURTEENTH DISTRICT	11/21/89	595.00
BORDEN	POLICE OFFICER	SIXTH DISTRICT	10/02/89	283.00
BURNS	POLICE OFFICER	INTERSECTION CONTROL UNIT	10/02/89	338.75
CARD-BELL	POLICE OFFICER	SEVENTH DISTRICT	11/11/89	1042.15
CARTOBE	POLICE OFFICER	SEVENTEENTH DISTRICT	11/11/89	939.52
CATASSO	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/24/89	317.25
CULLENH	POLICE OFFICER	FOURTH DISTRICT	10/25/89	166.00
CASAB-COBI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/09/89	749.50
DAVILLO	POLICE OFFICER	FIRST DISTRICT	11/18/89	309.75
DESMORE	POLICE OFFICER	TWENTIETH DISTRICT	11/28/89	177.56
DUNFLO	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISION	10/20/89	66.70
DORSHAN	POLICE OFFICER	THIRD DISTRICT	11/06/89	5033.50
DONNAN	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	6/09/89	100.00
DOUGLAS	POLICE OFFICER	ELEVENTH DISTRICT	11/14/89	405.00
ESPINOZA	POLICE OFFICER	TENTH DISTRICT	11/27/89	278.50
FABRILL	POLICE OFFICER	SIXTEENTH DISTRICT	10/24/89	291.20
FICARDI	POLICE OFFICER	EIGHTH DISTRICT	10/03/89	889.50
FISCHER	POLICE OFFICER	TWENTYTH DISTRICT	11/15/89	3900.76
FLEBER	POLICE OFFICER	FIFTH DISTRICT	10/31/89	897.47
FERRULLI	POLICE OFFICER	ELEVENTH DISTRICT	11/10/89	209.10
FURLEY	POLICE OFFICER	EIGHTEENTH DISTRICT	11/30/89	60.00
GALOSH	POLICE OFFICER	FIFTH DISTRICT	11/01/89	514.00
GABELLA	POLICE OFFICER	DETECTIVE DIV AREA 1 VIOLENT C	11/16/89	453.00
GEORGE	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISION	10/20/89	185.00
HILGARD	POLICE OFFICER	RECRUIT TRAINING	9/22/87	74.50
HILLER	POLICE OFFICER	ELEVENTH DISTRICT	10/17/89	343.00
HUGHES	POLICE OFFICER	FIFTEENTH DISTRICT	11/28/89	180.00
JONES-BO	POLICE OFFICER	YOUTH DIVISION AREA TWO	11/15/89	188.75
JOWAYEE	POLICE OFFICER	SEVENTEENTH DISTRICT	10/29/89	53.80
KELLEY	POLICE OFFICER	FIFTEENTH DISTRICT	11/05/89	451.50
KOBY	POLICE OFFICER	SEVENTH DISTRICT	11/11/89	315.00
KRUMHOLTZ	POLICE OFFICER	TENTH DISTRICT	11/28/89	513.00
LEA-THO	POLICE OFFICER	STATE LABORATORY DIVISION	10/09/89	858.50
LEON	POLICE OFFICER	SIXTEENTH DISTRICT	10/24/89	321.95
LEONARD	POLICE OFFICER	YOUTH DIVISION AREA FOUR	5/18/89	608.00
LORRELL	POLICE OFFICER	THIRD DISTRICT	11/05/89	2818.05
MACDONALD	POLICE OFFICER	SEVENTH DISTRICT	7/25/89	782.00
MAHONEY	POLICE OFFICER	SIXTEENTH DISTRICT	11/07/89	1025.00
MANN	POLICE OFFICER	FOURTH DISTRICT	10/26/89	55.00
MARSHALL	POLICE OFFICER	EIGHTEENTH DISTRICT	11/16/89	185.25
MARTIN	POLICE OFFICER	SEVENTH DISTRICT	8/13/89	150.00
MILNER	POLICE OFFICER	FOURTH DISTRICT	11/21/89	145.89

(Continued from page 11925)

On motion of Alderman Burke, the committee's recommendations were *Concurred In* and said communications and reports were *Placed on File*.

Placed On File -- APPLICATION FOR CITY OF CHICAGO
CHARITABLE SOLICITATION (TAG DAY) PERMIT.

The Committee on Finance submitted a report recommending that the City Council place on file an application for a City of Chicago charitable solicitation (tag day) permit to the Chicago Youth Centers, for May 17, 1990 -- citywide.

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

Action Deferred -- SUBMISSION OF GRANT APPLICATION TO
FEDERAL AVIATION ADMINISTRATION FOR
SOUTHEAST SIDE AIRPORT MASTER
PLAN STUDY.

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

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the submittal of an Application for Federal Assistance to the Federal Aviation Administrator, in the amount of \$5,144,760, 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 viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

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

SECTION 2. The Mayor of the City of Chicago is authorized in making of said Application to commit a local contribution for the aforesaid program amounting to \$571,640.

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

SECTION 4. The Mayor is authorized to execute and the City Clerk to attest and affix the seal of the City of Chicago upon an Agency Agreement between the City and the State of Illinois subject to the approval of the City Comptroller and as to form and legality by the Corporation Counsel.

SECTION 5. This ordinance shall become effective immediately upon its passage.

[Application forms attached to this ordinance printed
on pages 11939 through 11944 of
this Journal.]

FEDERAL ASSISTANCE		2. APPLICANT'S APPLICATION IDENTIFIER	3. NUMBER	4. STATE APPLICATION IDENTIFIER	5. NUMBER
1. TYPE OF SUBMISSION (Mark appropriate box) <input type="checkbox"/> NOTICE OF INTENT (OPTIONAL) <input type="checkbox"/> PREAPPLICATION <input checked="" type="checkbox"/> APPLICATION		6. DATE Year month day 19 90 01 29	NOTE: TO BE ASSIGNED BY STATE		
4. LEGAL APPLICANT/RECIPIENT		5. EMPLOYER IDENTIFICATION NUMBER (EIN)			
a. Applicant Name: City of Chicago b. Organization Unit: Department of Aviation c. Street/P.O. Box: 20 N. Clark St. Room 3000 d. City: Chicago e. State: Illinois f. Contact Person (Name & Telephone No.): Kitty Freidheim 312-744-4151 g. County: Cook h. ZIP Code: 60602		a. NUMBER: 20 10 b. TITLE: Airport Improvement Program			
7. TITLE OF APPLICANT'S PROJECT		8. TYPE OF APPLICANT/RECIPIENT			
Master Plan Study Lake Calumet Airport		A-State B-County C-Address D-County E-City F-School District G-Local Public District H-Community Action Agency I-Higher Education Institution J-Indian Tribe K-Other (Specify)			
9. AREA OF PROJECT IMPACT		10. ESTIMATED NUMBER OF PERSONS BENEFITING		11. TYPE OF ASSISTANCE	
Chicago Metropolitan Area		50,000,000		A-Grant B-Contract C-Loan D-Interest E-Other	
12. PROPOSED FUNDING		13. CONGRESSIONAL DISTRICTS OF:		14. TYPE OF APPLICATION	
a. FEDERAL: \$ 5,144,760.00 b. APPLICANT: 285,820.00 c. STATE: 285,820.00 d. LOCAL: .00 e. OTHER: .00 f. Total: \$ 5,716,400.00		a. APPLICANT: City-wide b. PROJECT: City-wide		A-Project B-Program C-Organization D-Construction E-Other (Specify)	
15. PROJECT START DATE		16. PROJECT DURATION		17. TYPE OF CHANGE	
19 90 7 1		24 Months		A-Original B-Extension C-Continuation D-Other (Specify)	
18. DATE DUE TO FEDERAL AGENCY		19. FEDERAL AGENCY TO RECEIVE REQUEST		20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER	
19 90 2 28		Department of Transportation Federal Aviation Administration		Robert DeRoock	
21. REMARKS ADDED		22. THE APPLICANT CERTIFIES THAT:		23. CERTIFYING REPRESENTATIVE	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		a. YES. THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE _____ b. NO. PROGRAM IS NOT COVERED BY E.O. 12372 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		a. TYPED NAME AND TITLE: Jay R. Franke, Commissioner of Aviation b. SIGNATURE: <i>Jay R. Franke</i>	
24. APPLICATION RECEIVED		25. FEDERAL APPLICATION IDENTIFICATION NUMBER		26. FEDERAL GRANT IDENTIFICATION	
19					
27. ACTION TAKEN		28. FUNDING		29. ACTION DATE	
<input type="checkbox"/> a. AWARDED <input type="checkbox"/> b. REJECTED <input type="checkbox"/> c. RETURNED FOR AMENDMENT <input type="checkbox"/> d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE <input type="checkbox"/> e. DEFERRED <input type="checkbox"/> f. WITHDRAWN		a. FEDERAL: \$.00 b. APPLICANT: .00 c. STATE: .00 d. LOCAL: .00 e. OTHER: .00 f. TOTAL: \$.00		19	
30. STARTING DATE		31. CONTACT FOR ADDITIONAL INFORMATION		32. ENDING DATE	
19		(Name and telephone number)		19	
33. REMARKS ADDED		34. FEDERAL AGENCY ACTION		35. REMARKS ADDED	
<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

PREAPPLICATION FOR FEDERAL ASSISTANCE

OMB NO. 33-4014

PART II

1. Does this assistance request require State, local, regional or other priority rating? Yes No
2. Does this assistance require State or local advisory, educational or health clearance? Yes No
3. Does this assistance request require Clearinghouse review? Yes No
4. Does this assistance request require State, local, regional or other planning approval? Yes No
5. Is the proposed project covered by an approved comprehensive plan? Yes No
6. Will the assistance requested serve a Federal installation? Yes No
7. Will the assistance requested be on Federal land or installation? Yes No
8. Will the assistance requested have an effect on the environment? Yes No
9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms? Yes No
10. Is there other related assistance for this project previous, pending, or anticipated? Yes No

PART III - PROJECT BUDGET

FEDERAL CATALOG NUMBER (a)	TYPE OF ASSISTANCE LOAN, GRANT, ETC. (b)	FIRST BUDGET PERIOD (c)	BALANCE OF PROJECT (d)	TOTAL (e)
1. 20.106	GRANT			5,144,760.00
2.				
3.				
4.				
5.				
6. Total Federal Contribution		\$	\$	\$ 5,144,760.00
7. State Contribution				285,820.00
8. Applicant Contribution				285,820.00
9. Other Contributions				
10. Totals		\$	\$	\$ 5,716,400.00

PART IV - PROGRAM NARRATIVE STATEMENT

(Attach per instruction)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 30-2013

PART II

PROJECT APPROVAL INFORMATION SECTION A

Item 1.
 Does this assistance request require State, local, regional, or other priority rating? Yes No
 Name of Governing Body _____
 Priority Rating _____

Item 2.
 Does this assistance request require State, or local advisory, educational or health clearances? Yes No (Attach Documentation)
 Name of Agency or Board _____

Item 3.
 Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? Yes No (Attach Comments)

Item 4.
 Does this assistance request require State, local, regional or other planning approval? Yes No
 Name of Approving Agency _____
 Date _____

Item 5.
 Is the proposed project covered by an approved comprehensive plan? Yes No
 Check one: State
 Local
 Regional
 Location of plan _____

Item 6.
 Will the assistance requested serve a Federal installation? Yes No
 Name of Federal Installation _____
 Federal Population benefiting from Project _____

Item 7.
 Will the assistance requested be on Federal land or installation? Yes No
 Name of Federal Installation _____
 Location of Federal Land _____
 Percent of Project _____

Item 8.
 Will the assistance requested have an impact or effect on the environment? Yes No
 See instruction for additional information to be provided.

Item 9.
 Will the assistance requested cause the displacement of individuals families, businesses, or farms? Yes No
 Number of:
 Individuals _____
 Families _____
 Businesses _____
 Farms _____

Item 10.
 Is there other related Federal assistance on this project previous, pending, or anticipated? Yes No
 See instructions for additional information to be provided.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 80-2018

PART II - SECTION B

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

NOTE: ITEMS ON THIS SHEET ARE SELF-EXPLANATORY. THEREFORE, NO INSTRUCTIONS ARE PROVIDED.

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

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

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment - or (-)	
1. Administration expense	\$	\$	\$
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees Planning Study			5,716,400.
5. Other architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			5,716,400.
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			5,716,400.
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			5,716,400.
20. Federal Share requested of Line 19			5,144,760.
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (Lines 20 & 21)			5,144,760.
23. Grantee share			285,820.
24. Other shares			285,820.
25. Total project (Lines 22, 23 & 24)	\$	\$	\$ 5,716,400.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 33-0218

SECTION C - EXCLUSIONS

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

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain) Land Support Funds	285,820.00
h. TOTAL - Grantee share	285,820.00
28. Other Shares	
a. State	285,820.00
b. Other	
c. Total Other Shares	285,820.00
29. TOTAL	\$ 571,640.00

SECTION E - REMARKS

SEE ATTACHED

PART IV PROGRAM NARRATIVE (Attach - See Instructions)

**COMMITTEE ON BEAUTIFICATION
AND RECREATION.**

APRIL 22, 1990 DESIGNATED AS "EARTH DAY 1990
IN CHICAGO".

The Committee on Beautification and Recreation submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on Beautification and Recreation, having had under consideration a resolution designating April 22, 1990 as "Earth Day 1990 in Chicago", begs leave to recommend that Your Honorable Body *Adopt* said proposed resolution, as amended, which is transmitted herewith.

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

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Almost twenty years ago, more than twenty million Americans joined together on Earth Day in a demonstration of concern for the environment, and their collective action resulted in the passage of sweeping new laws to protect our air, water, and land; and

WHEREAS, In the nineteen years since the first Earth Day, despite environmental improvements, the environmental health of the planet is increasingly endangered, threatened by global climate change, ozone depletion, growing world population, tropical deforestation, ocean pollution, toxic wastes, desertification, and nuclear waste requiring action by all sectors of society; and

WHEREAS, Earth Day 1990 is a national and international call to action for all citizens to join in a global effort to save the planet; and

WHEREAS, Earth Day 1990 activities and events will educate all citizens on the importance of acting in an environmentally sensitive fashion by recycling, conserving energy and water, using efficient transportation, and adopting a more ecologically sound lifestyle; and

WHEREAS, Earth Day 1990 activities and events will educate all citizens on the importance of buying and using only those products least harmful to the environment; and

WHEREAS, Earth Day 1990 activities and events will educate all citizens on the importance of doing business only with those companies that are environmentally sensitive and responsible; and

WHEREAS, Earth Day 1990 activities and events will educate all citizens on the importance of voting for those candidates who demonstrate an abiding concern for the environment; and

WHEREAS, Earth Day 1990 activities and events will educate all citizens on the importance of supporting the passage of legislation that will help protect the environment; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of February, 1990, A.D., do hereby designate April 22, 1990, as "Earth Day 1990 In Chicago", and that said day shall be set aside for public activities promoting preservation of the global environment and launching the "Decade of the Environment"; and

Be It Further Resolved, That the City of Chicago join Global Cities, an international environmental organization which offers cities an opportunity to work together and to share resources toward the promotion of environmentally sound policies.

**COMMITTEE ON THE BUDGET AND
GOVERNMENT OPERATIONS.**

ALLOCATION OF MOTOR FUEL TAX FUNDS NECESSARY FOR
VARIOUS PROJECTS IN IMPROVED STREETS, COUNTY
OR STATE HIGHWAYS DURING YEAR 1990.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration ten (10) ordinances (under separate committee reports) authorizing the allocation of Motor Fuel Tax funds necessary for various projects in improved streets, county or state highways during 1990, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

On motion of Alderman Austin, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

Alderman Beavers 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):

Sidewalk Repair 1990.

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 1990".

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 \$2,600,000.00 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 said Division of Highways.

SECTION 9. This ordinance shall be in force and effect from and after its passage and approval.

*Engineering And Installation Of Traffic Control Signals At The
Intersection Of North Nagle Avenue, North Avondale
Avenue And West Somerset 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 Nagle Avenue, North Avondale Avenue and West Somerset Avenue	\$100,000

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 for District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

*Engineering And Installation Of Traffic Control Signals At The
Intersection Of South Jeffery Boulevard And
East 81st 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 Jeffery Boulevard and East 81st Street	\$100,000

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 for District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

*Engineering And Modernization Of Traffic Control Signals
At The Intersection Of North Sacramento Avenue
And North Milwaukee 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 modernization 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 Sacramento Avenue and North Milwaukee Avenue	\$100,000

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 for District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

*Engineering And Modernization Of Traffic Control Signals At
The Intersection Of South Halsted Street And
West 29th 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 modernization 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 Halsted Street and West 29th Street	\$120,000

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 for District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

*Engineering And Partial Modernization (Addition Of Left-Turn
Arrows) On Traffic Control Signals At The
Intersection Of North Central Park
Avenue and West Foster
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 partial modernization (addition of left-turn arrows) on 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 Central Park Avenue and West Foster Avenue	\$8,000

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 for District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

*Engineering And Partial Modernization Of Traffic Control
Signals At The Intersection Of South Torrence
Avenue And East 106th 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 partial modernization 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 Torrence Avenue and East 106th Street	\$5,000

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 for District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

*Engineering And Partial Modernization Of Traffic Control
Signals At The Intersection Of South Latrobe
Avenue And West 63rd 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 partial modernization 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 Latrobe Avenue and West 63rd Street	\$5,000

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 for District 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

*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 \$8,000,000.00 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, 1990 and ending December 31, 1990 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 preventive maintenance of 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 cost, 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 cost 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 Bureau of Engineering to perform such work, the cost 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 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 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 Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer for District 1 of said Division of Highways.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

Reconstruction Of Vaulted Sidewalks.

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

SECTION 1. Authority is hereby granted to the Commissioner of Public Works to reconstruct vaulted sidewalks along various improved streets, county highways or state highways for the period beginning January 1, 1990 and ending December 31, 1990. Where necessary, the project shall include: excavation, backfill, new sidewalk, curb, gutter, and drainage structures lying adjacent to construction or in the path of said reconstruction. The cost shall not exceed \$500,000 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 \$500,000 for the reconstruction of vaulted sidewalks along 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, 1990 and ending December 31, 1990.

SECTION 3. That the Commissioner of Public Works shall prepare the necessary specifications and estimates for these reconstructions and shall direct the Commissioner of Streets and Sanitation to do same by day labor.

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 (Streets and Sanitation) shall maintain separate ledger accounts for each location under this project, account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for each such location.

SECTION 7. 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 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.

ALLOCATION OF MOTOR FUEL TAX FUNDS AUTHORIZED FOR
VARIOUS NEW ALLEY AND/OR STREET CONSTRUCTION
DURING YEAR 1990.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration twelve (12) proposed ordinances (under separate committee reports) authorizing the allocation of Motor Fuel Tax funds for various new alley and/or street construction during 1990, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

On motion of Alderman Austin, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

Alderman Beavers 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):

New Alley Construction 1990-1
Motor Fuel Tax Project Number U-0-010-00-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 Two Hundred Thirty-two Thousand Dollars (\$232,000) 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 1990 M.F.T. Project No. U-0-010-00-PV for the construction of the following alleys:

- Alley No. 1 -- Alley between West Marquette Road, West 68th Street, South Bell Avenue and South Oakley Avenue;
- Alley No. 2 -- Alley between West 79th Street (railroad right-of-way), West 80th Street, South Kedzie Avenue and South Sawyer Avenue;
- Alley No. 3 -- Alley between West 85th Place, West 86th Street, South Central Park Avenue and South Lawndale Avenue;
- Alley No. 4 -- Alley between West 78th Place, West 79th Street, South Lafayette Avenue and South Perry Avenue;
- Alley No. 5 -- Alley between East 85th Street, East 86th Street, South Rhodes Avenue and South Vernon Avenue;
- Alley No. 6 -- Alley between West 81st Street, West Chatham Park, South Princeton Avenue and South Harvard Avenue;
- Alley No. 7 -- Alley between West Columbus Drive, railroad right-of-way South Christiana Avenue and South Homan Avenue;
- Alley No. 8 -- Alley between West 86th Street, West 87th Street, South Aberdeen Street and South May Street.

SECTION 2. The Commissioner of Public Works is authorized to expend from the fund any sum necessary for all work in connection with the engineering and construction of said improvements, 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 without 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 this 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 1990-2
Motor Fuel Tax Project Number U-0-011-00-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 Ninety-four Thousand Dollars (\$294,000) 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 1990-2 M.F.T. Project No. U-0-011-00-PV for the construction of the following alleys:

Alley No. 1 -- Alley between South Archer Avenue, West 55th Street, I.H.B. Railroad right-of-way and South Menard Avenue;

- Alley No. 2 -- Alley between West 53rd Street, West 54th Street, South Wallace Street and South Lowe Avenue;
- Alley No. 3 -- Alley between West 19th Street, West Cullerton Street, South Oakley Avenue and South Western Avenue;
- Alley No. 4 -- Alley between South Bonaparte Street, South Lyman Street, South Lloyd Avenue and South Lock Street;
- Alley No. 5 -- Alley between West 32nd Place, West 33rd Street, South Racine Avenue and South Throop Street;
- Alley No. 6 -- Alley between West 35th Street, West 36th Street, South Maplewood Avenue and South Rockwell Street;
- Alley No. 7 -- Alley between South Lyman Street, West 31st Street, South Arch Street and South Lock Street;
- Alley No. 8 -- Alley between West 57th Street, West 58th Street, South Seeley Avenue and South Hoyne Avenue.

SECTION 2. The Commissioner of Public Works is authorized to expend from the 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 without 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 this 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 1990-3
Motor Fuel Tax Project Number U-0-012-00-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 Forty-eight Thousand Dollars (\$248,000) 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 1990-3 M.F.T. Project No. U-0-012-00-PV for the construction of the following alleys:

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|----------------|--|
| Alley No. 1 -- | Alley between West 63rd Street, West 64th Street, South Keating Avenue and South Cicero Avenue; |
| Alley No. 2 -- | Alley between West 65th Street, West 66th Street, South Keeler Avenue and West Lawn Park; |
| Alley No. 3 -- | Alley between West George Street, West Diversey Avenue, North Hamlin Avenue and North Avers Avenue; |
| Alley No. 4 -- | Alley between West Lawrence Avenue, West Eastwood Avenue, North Spaulding Avenue and North Kimball Avenue; |

- Alley No. 5 -- Alley between West Bryn Mawr Avenue, West Catalpa Avenue, North Winthrop Avenue and Chicago Transit Authority right-of-way;
- Alley No. 6 -- Alley between West Wellington Avenue, West George Street, Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way and North Natoma Avenue;
- Alley No. 7 -- Alley between West Sherwin Avenue, West Chase Avenue, North California Avenue and North Francisco Avenue;
- Alley No. 8 -- Alley between West Glenlake Avenue, North Sauganash Avenue, North Kedvale Avenue and North Keeler Avenue.

SECTION 2. The Commissioner of Public Works is authorized to expend from the 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 without 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 this 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 1990-4
Motor Fuel Tax Project Number U-0-013-00-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 Two Hundred Twenty-nine Thousand Dollars (\$229,000) 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 1990-4 M.F.T. Project No. U-0-013-00-PV for the construction of the following alleys:

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|----------------|--|
| Alley No. 1 -- | Alley between East 101st Street, East 102nd Street, South Eberhart Avenue and South Vernon Avenue; |
| Alley No. 2 -- | Alley between East 95th Street, East 96th Street, South Avalon Avenue and South Woodlawn Avenue; |
| Alley No. 3 -- | Alley between East 95th Street, East 96th Street, South Greenwood Avenue and South Dobson Street; |
| Alley No. 4 -- | Alley between East 95th Street, East 96th Street, South Woodlawn Avenue and South University Avenue; |
| Alley No. 5 -- | Alley between East 96th Street, East 97th Street, South Greenwood Avenue and South Dobson Avenue; |
| Alley No. 6 -- | Alley between East 100th Street, East 101st Street, South Bensley Avenue and South Yates Avenue; |

- Alley No. 7 -- Alley between East 100th Street, East 101st Street, South Paxton Avenue and South Merrill Avenue;
- Alley No. 8 -- Alley between East 115th Street, East 116th Street, South Avenue J and South Ewing Avenue.

SECTION 2. The Commissioner of Public Works is authorized to expend from the 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 without 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 this 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 1990-5
Motor Fuel Tax Project Number U-0-014-00-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 Three Hundred Thirty-seven Thousand Dollars (\$337,000) 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 1990-5 M.F.T. Project No. U-0-014-00-PV for the construction of the following alleys:

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|----------------|---|
| Alley No. 1 -- | Alley between East 89th Street, East 90th Street, South Paxton Avenue and South Merrill Avenue; |
| Alley No. 2 -- | Alley between East 87th Street, South South Chicago Avenue, South Kingston Avenue and South Essex Avenue; |
| Alley No. 3 -- | Alley between East 90th Street, East 91st Street, South Essex Avenue and South Phillips Avenue; |
| Alley No. 4 -- | Alley between East 90th Street, East 91st Street, South Phillips Avenue and South Yates Avenue; |
| Alley No. 5 -- | Alley between East 92nd Street, East 93rd Street, South Colfax Avenue and South Kingston Avenue; |
| Alley No. 6 -- | Alley between East 82nd Street, East 83rd Street, South Oglesby Avenue and South Crandon Avenue; |
| Alley No. 7 -- | Alley between East 82nd Street, East 83rd Street, South Chappel Avenue and South Jeffery Avenue; |
| Alley No. 8 -- | Alley between East 84th Street, East 85th Street, South Yates Avenue and South Oglesby Avenue. |

SECTION 2. The Commissioner of Public Works is authorized to expend from the 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 without 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 this 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 1990-6
Motor Fuel Tax Project Number U-0-015-00-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 Two Hundred Thirteen Thousand Dollars (\$213,000) 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 1990-6 M.F.T. Project No. U-0-015-00-PV for the construction of the following alleys:

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|----------------|--|
| Alley No. 1 -- | Alley between East 121st Place, East 122nd Street, South Michigan Avenue and South State Street; |
| Alley No. 2 -- | Alley between West 124th Street, West 125th Street, South Union Avenue and South Emerald Avenue; |
| Alley No. 3 -- | Alley between West 121st Street, West 122nd Street, South Justine Street and South Ashland Avenue; |
| Alley No. 4 -- | Alley between West 121st Street, West 122nd Street, South Laffin Street and South Justine Street; |
| Alley No. 5 -- | Alley between East 121st Place, East 122nd Street, South Indiana Avenue and South Edbrooke Avenue; |
| Alley No. 6 -- | Alley between East 122nd Place, East 123rd Street, South Indiana Avenue and South Michigan Avenue; |
| Alley No. 7 -- | Alley between West 123rd Street, West 124th Street, South LaSalle Street and South Wentworth Avenue; |
| Alley No. 8 -- | Alley between West 128th Place, West 129th Place, South Eggleston Avenue and South Normal Avenue. |

SECTION 2. The Commissioner of Public Works is authorized to expend from the 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 without 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 this 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 1990-7
Motor Fuel Tax Project Number U-0-016-00-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 Two Hundred Forty-eight Thousand Dollars (\$248,000) 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 1990-7 M.F.T. Project No. U-0-016-00-PV for the construction of the following alleys:

- Alley No. 1 -- Alley between West 103rd Street, West 103rd Place, South Morgan Street and South Aberdeen Street;
- Alley No. 2 -- Alley between West 111th Street, West 112th Street, South Union Avenue and South Emerald Avenue;
- Alley No. 3 -- Alley between West 112th Place, West 113th Place, South Laflin Street and South Ashland Avenue;
- Alley No. 4 -- Alley between West 114th Street, West 115th Street, South Wallace Street and South Lowe Avenue;
- Alley No. 5 -- Alley between West 116th Street, West 116th Place, South Lowe Avenue and South Union Avenue;
- Alley No. 6 -- Alley between West 109th Street, West 110th Street, South Normal Avenue and South Parnell Avenue;
- Alley No. 7 -- Alley between West 110th Street, West 111th Street, South Normal Avenue and South Parnell Avenue;
- Alley No. 8 -- Alley between West 110th Street, West 111th Street, South Parnell Avenue and South Wallace Street.

SECTION 2. The Commissioner of Public Works is authorized to expend from the 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 without 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 this 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 1990-8
Motor Fuel Tax Project Number U-0-017-00-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 Two Hundred Thirty-six Thousand Dollars (\$236,000) 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 1990-8 M.F.T. Project No. U-0-017-00-PV for the construction of the following alleys:

Alley No. 1 -- Alley between West 101st Street, West 102nd Street, South Emerald Avenue and South Halsted Street;

- Alley No. 2 -- Alley between West 102nd Street, West 103rd Street, South LaSalle Street and South Wentworth Avenue;
- Alley No. 3 -- Alley between West 98th Street, West 98th Place, South Throop Street and South Loomis Street;
- Alley No. 4 -- Alley between West 101st Street, West 102nd Street, South Union Avenue and South Emerald Avenue;
- Alley No. 5 -- Alley between West 93rd Street, West 94th Street, South Aberdeen Street and South May Street;
- Alley No. 6 -- Alley between West 94th Street, West 95th Street, South Vincennes Avenue and South May Street;
- Alley No. 7 -- Alley between West 97th Street, West 97th Place, South Carpenter Street and South Genoa Avenue;
- Alley No. 8 -- Alley between West 102nd Street, West 103rd Street, South Sangamon Street and South Morgan Street.

SECTION 2. The Commissioner of Public Works is authorized to expend from the 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 without 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 this 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 1990-9
Motor Fuel Tax Project Number U-0-018-00-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 Two Hundred Eighteen Thousand Dollars (\$218,000) 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 1990-9 M.F.T. Project No. U-0-018-00-PV for the construction of the following alleys:

- | | |
|----------------|--|
| Alley No. 1 -- | Alley between West 99th Street, West 100th Place, South Malta Street and South Charles Street; |
| Alley No. 2 -- | Alley between West 104th Street, West 105th Street, South Troy Street and South Kedzie Avenue; |
| Alley No. 3 -- | Alley between West 104th Place, West 105th Street, Railroad right-of-way and South Talman Avenue; |
| Alley No. 4 -- | Alley between West 105th Street, West 106th Street, South Claremont Avenue and South Western Avenue; |

- Alley No. 5 -- Alley between West 103rd Street, West 105th Street, South Drake Avenue and South Central Park Avenue;
- Alley No. 6 -- Alley between West 112th Street, West 113th Street, South Whipple Street and South Albany Avenue;
- Alley No. 7 -- Alley between West 88th Street, West 89th Street, South Elizabeth Street and South Throop Street;
- Alley No. 8 -- Alley between West 90th Place, West 91st Street, South Paulina Street and C.R.I. Railroad right-of-way.

SECTION 2. The Commissioner of Public Works is authorized to expend from the 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 without 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 this 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 1990-10
Motor Fuel Tax Project Number U-0-019-00-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 Five Thousand Dollars (\$205,000) 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 1990-10 M.F.T. Project No. U-0-019-00-PV for the construction of the following alleys:

- | | |
|----------------|--|
| Alley No. 1 -- | Alley between West Rascher Avenue, West Balmoral Avenue, North Overhill Avenue and North Ozanam Avenue; |
| Alley No. 2 -- | Alley between West Touhy Avenue, North Mankato Avenue, North Sioux Avenue and North Moody Avenue; |
| Alley No. 3 -- | Alley between West Catalpa Avenue, West Balmoral Avenue, North Lawler Avenue and North Forest Glen Avenue; |
| Alley No. 4 -- | Alley between West Peterson Avenue, North Medina Avenue, North McCook Avenue and North Milwaukee Avenue; |
| Alley No. 5 -- | Alley between West Coyle Avenue, West Ibsen Street, North Octavia Avenue and North Odell Avenue; |
| Alley No. 6 -- | Alley between West Devon Avenue, West Highland Avenue, North Neenah Avenue and North Natoma Avenue; |
| Alley No. 7 -- | Alley between West Montrose Avenue, West Pensacola Avenue, Chicago, Milwaukee, St. Paul and Pacific Railroad Right-Of-Way and North Cicero Avenue; |

Alley No. 8 -- Alley between West Higgins Avenue, West Balmoral Avenue, North Nordica Avenue and North Nottingham Avenue.

SECTION 2. The Commissioner of Public Works is authorized to expend from the 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 without 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 this 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 Street Construction 1990-1
Motor Fuel Tax Project Number 90-06972-00-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 Thousand Dollars (\$120,000) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Street Construction 1990-1 M.F.T. Project No. 90-06972-00-PV, for the engineering of the following new streets:

South Sayre Avenue	West 63rd Street to West 62nd Place;
South Mason Avenue	West 60th Street north to the south right-of-way line of the C. & W. I. R.R. (approximately 151 lineal feet);
South Mayfield Avenue	West 60th Street north to the south right-of-way line of the C. & W. I. R.R. (approximately 151 lineal feet);
South Lawndale Avenue	Existing pavement south of South Archer Avenue to South Archer Avenue (approximately 1,400 lineal feet);
West 56th Street	South Tripp Avenue to South Keeler Avenue;
West 53rd Street	South Kenneth Avenue to South Kostner Avenue;
West 52nd Street	South Lawndale Avenue to South Millard Avenue;
West 41st Street	South California Avenue east to Kelly Park (approximately 334 lineal feet).

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

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

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

SECTION 5. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated 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 payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

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

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

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of this 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 Street Construction 1990-2
Motor Fuel Tax Project Number 90-06973-00-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 Street Construction 1990-2 M.F.T. Project No. 90-06973-00-PV, for the engineering and construction of the following new street:

South Avenue G

East 116th Street to East 115th 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 Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

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

SECTION 5. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated 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 payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

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

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

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of this 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.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED ALLOCATION
OF MOTOR FUEL TAX FUNDS FOR TRAFFIC SIGNAL
ENERGY COSTS IN IMPROVED STREETS, COUNTY
AND STATE HIGHWAYS DURING
YEAR 1989.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing an amendment to an ordinance passed February 1, 1989 (Council Journal page 24549) decreasing the allocation of Motor Fuel Tax funds necessary for traffic signal energy costs of improved streets, county and state highways during 1989, and 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 viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

On motion of Alderman Austin, 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, Steele; Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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. That the ordinance passed by the City Council on February 1, 1989 appearing on page 24549 of the Council Journal, providing for the payment of traffic signal energy costs on streets throughout the City for the period beginning January 1, 1989 and ending December 31, 1989 be amended to decrease the allocation of Motor Fuel Tax funds from \$2,600,000 to \$2,150,000, said amended ordinance to read as follows:

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 \$2,150,000 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 for District 1 of said Department of Transportation.

Section 7. This ordinance shall be in force and effect from and after its passage.

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

AMENDMENT OF ORDINANCE WHICH AUTHORIZED ALLOCATION
OF MOTOR FUEL TAX FUNDS FOR STREET LIGHT
ENERGY COSTS IN IMPROVED STREETS,
COUNTY AND STATE HIGHWAYS
DURING YEAR 1989.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing an amendment to an ordinance passed February 1, 1989 (Council Journal page 24548) increasing the allocation of Motor Fuel Tax funds necessary for street light energy costs of improved streets, county and state highways during 1989, and 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 viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

On motion of Alderman Austin, 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, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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. That the ordinance passed by the City Council on February 1, 1989 appearing on page 24548 of the Council Journal, providing for payment of street light energy costs on streets throughout the City for the period beginning January 1, 1989 and ending December 31, 1989 be amended to increase the allocation of Motor Fuel Tax funds from \$7,947,199 to \$8,397,199, said amended ordinance to read as follows:

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 \$8,397,199 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 for District 1 of said Department of Transportation.

Section 7. This ordinance shall be in force and effect from and after its passage.

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

AMENDMENT OF ORDINANCE WHICH AUTHORIZED ALLOCATION
OF MOTOR FUEL TAX FUNDS FOR ENGINEERING AND
REHABILITATION OF TRAFFIC CONTROL SIGNALS
AT INTERSECTION OF NORTH PULASKI ROAD
AND NORTH MILWAUKEE AVENUE.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing an amendment to an ordinance passed August 7, 1985 (Council Journal page 18926) increasing the allocation of Motor Fuel Tax funds necessary for engineering and rehabilitation of traffic control signals at the intersection of North Pulaski Road and North Milwaukee Avenue, and 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 viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

On motion of Alderman Austin, 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, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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. That the ordinance passed by the City Council on August 7, 1985, and appearing on page 18926 of the Council Journal, providing for the engineering and rehabilitation of traffic control signals at the intersection of North Pulaski Road and North Milwaukee Avenue be amended to increase the allocation of Motor Fuel Tax funds from \$100,000 to \$107,200, Section 1 of said ordinance is hereby revised to read as follows:

Section 1. Authority is hereby given to the Commissioner of Public Works to provide for the engineering and rehabilitation 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 Pulaski Road and North Milwaukee Avenue	\$107,200.

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 1 of the said Division of Highways.

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

AMENDMENT OF ORDINANCE WHICH AUTHORIZED ALLOCATION
OF MOTOR FUEL TAX FUNDS FOR ENGINEERING AND
REHABILITATION OF TRAFFIC CONTROL SIGNALS
AT INTERSECTION OF NORTH BROADWAY
AND WEST HOLLYWOOD AVENUE.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing an amendment to an ordinance passed August 7, 1985 (Council Journal pages 18930 and 18931) increasing the allocation of Motor Fuel Tax funds necessary for engineering and rehabilitation of traffic control signals at the intersection of North Broadway and West Hollywood Avenue, and 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 viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

On motion of Alderman Austin, 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, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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. That the ordinance passed by the City Council on August 7, 1985, and appearing on pages 18930 and 18931 of the Council Journal, providing for the engineering and rehabilitation of traffic control signals at the intersection of North Broadway and West Hollywood Avenue be amended to increase the allocation of Motor Fuel Tax funds from \$100,000 to \$104,800, Section 1 of said ordinance is hereby revised to read as follows:

Section 1. Authority is hereby given to the Commissioner of Public Works to provide for the engineering and rehabilitation 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 Broadway and West Hollywood Avenue	\$104,800.

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 1 of the said Division of Highways.

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

AMENDMENT OF ORDINANCE WHICH AUTHORIZED ALLOCATION
OF MOTOR FUEL TAX FUNDS FOR ENGINEERING
AND CONSTRUCTION OF VARIOUS NEW
STREET IMPROVEMENTS.
(PROJECT NUMBER 87-06963-00-PV)

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing an amendment to an ordinance passed April 1, 1987 (Council Journal pages 40729, 40734 and 40735) increasing the allocation of Motor Fuel Tax funds necessary for construction and engineering of various new street construction, and 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 viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

On motion of Alderman Austin, 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, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuller, M. Smith, Stone -- 47.

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. That the ordinance passed by the City Council on April 1, 1987 and appearing on pages 40729, 40734 and 40735 of the Council Journal, providing for the engineering of M.F.T. Project No. 87-06963-00-PV be amended to increase the allocation of Motor Fuel Tax funds from \$198,000.00 for an additional \$2,232,000.00, to a total of \$2,430,000.00 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 Two Million Four Hundred Thirty Thousand Dollars (\$2,430,000.00) 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 1987-4 M.F.T. Project No. 87-06963-00-PV for the construction and engineering of the following new streets:

South Wallace Street	West 127th Street to West 126th Street
South Wallace Street	West 126th Street to West 125th Street
South Princeton Avenue	West 125th Street to West 124th Street
South Yale Avenue	West 124th Street to West 123rd Street
South Wentworth Avenue	West 125th Street to West 124th Street
South Wentworth Avenue	West 124th Street to West 123rd Street
South LaSalle Street	West 124th Street to West 123rd Street
South Wabash Avenue	East 125th Place to East 124th Place
East 126th Street	South State Street to South Michigan Avenue
West 125th Place	South Wallace Street to South Parnell Avenue
West 125th Street	South Wentworth Avenue to South LaSalle Street
West 125th Street	South LaSalle Street to South State Street
East 122nd Street	South Michigan Avenue to South Edbrooke Avenue
East 121st Place	South State Street to South Michigan Avenue.

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 1 of the said Division of Highways.

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

AMENDMENT OF ORDINANCE WHICH AUTHORIZED ALLOCATION
OF MOTOR FUEL TAX FUNDS FOR ENGINEERING
AND CONSTRUCTION OF VARIOUS NEW
STREET IMPROVEMENTS.
(PROJECT NUMBER 88-06965-00-PV)

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing an amendment to an ordinance passed April 27, 1988 (Council Journal pages 12594 through 12596) increasing the allocation of Motor Fuel Tax funds necessary for construction and engineering of various new street construction, and 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 viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

On motion of Alderman Austin, 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, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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. That the ordinance passed by the City Council on April 27, 1988 and appearing on pages 12594, 12595 and 12596 of the Council Journal, providing for the engineering of M.F.T. Project No. 88-06965-00-PV be amended to increase the allocation of Motor Fuel Tax funds from \$149,000.00 for an additional \$1,696,000.00, to a total of \$1,845,000.00 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 Eight Hundred Forty-five Thousand Dollars (\$1,845,000.00) 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 1988-1 M.F.T. Project No. 88-06965-00-PV for the construction and engineering of the following new streets:

North Neva Avenue	West Wellington Avenue to West Barry Avenue
North Neva Avenue	West Barry Avenue to West Belmont Avenue
North Nottingham Avenue	West Wellington Avenue to West Barry Avenue
North Nordica Avenue	West Wellington Avenue to West Barry Avenue
North Mango Avenue	West Fullerton Avenue to West Altgeld Street
West Palmer Street	North Narragansett Avenue to North Mulligan Avenue
West Palmer Street	North Mulligan Avenue to North Mobile Avenue
West Palmer Street	North Mobile Avenue to North Merrimac Avenue
West Palmer Street	North Merrimac Avenue to North Melvina Avenue
West Wrightwood Avenue	North Mango Avenue to the north and south alley first east of North Mango Avenue, approximately 130 feet

West Wellington Avenue
(North half)

North Odell Avenue to North Octavia
Avenue

West Fletcher Street

North Narragansett Avenue to North
Mobile Avenue

West Grace Street

North Oriole Avenue to North Oleander
Avenue.

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 1 of the said Division of Highways.

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

TRANSFER OF APPROPRIATED FUNDS AUTHORIZED WITHIN
DEPARTMENT OF PUBLIC WORKS.
(\$111,788.00)

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of funds in the Department of Public Works, and 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 viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

On motion of Alderman Austin, 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, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Stone -- 47.

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 City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1989. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1989 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
Salaries and Wages on Payroll	300	83-2045	0005	\$111,788

TO:

Purpose	Fund	Code Department	Account	Amount
Professional and Technical Services	300	83-2045	0140	\$111,788

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations of the Department of Public Works during the year 1989.

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

TRANSFER OF APPROPRIATED FUNDS AUTHORIZED WITHIN
DEPARTMENT OF PUBLIC WORKS.
(\$250,000.00)

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of funds in the Department of Public Works, and 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 viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

On motion of Alderman Austin, 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, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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 City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1989. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1989 payable from such appropriations:

FROM:

Bureau of Construction Management

Purpose	Fund	Code Department	Account	Amount
Salaries and Wages on Payroll	100	83-2063	0005	\$230,000
Overtime	100	83-2063	0020	\$20,000

TO:

Division of Bridge Operations and Maintenance

Purpose	Fund	Code Department	Account	Amount
Overtime	100	83-2062	0200	\$250,000

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations of the Department of Public Works during the year 1989.

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

AMENDMENT TO 1989 ANNUAL APPROPRIATION ORDINANCE,
AS AMENDED, IN MOTOR FUEL TAX FUND WITHIN
DEPARTMENT OF STREETS AND
SANITATION.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing an amendment to the 1989 Annual Appropriation Ordinance, as amended, in the Motor Fuel Tax Fund, within the Department of Streets and Sanitation, and 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 viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

On motion of Alderman Austin, 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, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government 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 1989, as amended, is hereby further amended by striking the words and figures indicated and by inserting the words and figures indicated below:

Corrections And Revisions Of 1989 Annual
Appropriation Ordinance.

Page	Code	Department And Item	Strike		Insert	
			No.	Amount	No.	Amount
		Department Of Streets And Sanitation -- 81/1025				
	.9500	Section 2031; Street Light Energy Costs For General Purposes; to be expended under the direction of the City Council.		\$7,947,199		\$8,397,199
	.9500	Section 2033; Traffic Signal Energy Costs For General Purposes; to be expended under the direction of the City Council.		\$2,600,000		\$2,150,000

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

AMENDMENT TO 1990 ANNUAL APPROPRIATION ORDINANCE BY
CORRECTING DELEGATE AGENCY NAME PREVIOUSLY
LISTED WITHIN CORPORATE FUND-FINANCE
GENERAL.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending the 1990 Annual Appropriation Ordinance, as amended, authorizing the correction of a name of a delegate agency in the Corporate Fund-Finance General, and 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 viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

On motion of Alderman Austin, 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, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management of its finances is a matter within the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The Annual Appropriation Ordinance for the Year 1990, as previously amended, is hereby further amended by striking the words and figures indicated and inserting the words and figures indicated, as follows:

Amendments To The 1990 Appropriation Ordinance.

Fund: 100 -- Corporate Fund

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
		Finance General -- 99-2005		
	.9016	For funding of the following delegate agencies:		
		Edgebrook Community Association	\$18,000	
		Edgebrook Chamber of Commerce		\$18,000

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

AMENDMENT TO YEAR XVI COMMUNITY DEVELOPMENT BLOCK GRANT
ORDINANCE, AS AMENDED, BY CORRECTING DELEGATE AGENCY
NAME PREVIOUSLY LISTED WITHIN DEPARTMENT OF HOUSING
SENIOR CITIZENS/HANDICAPPED HOME MAINTENANCE
PROGRAM AND DEPARTMENT OF HUMAN SERVICES
YOUTH CRIME PREVENTION PROGRAM.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending the Year XVI Community Development Block Grant Ordinance, as amended, authorizing the correction of a name of a delegate agency in the Department of Housing Senior Citizens/Handicapped Home Maintenance Program, and in

the Department of Human Services Youth Crime Prevention Program, and 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 viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

On motion of Alderman Austin, 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, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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 6, 1989, which set forth the Community Development Block Grant Year XVI Program budget; and

WHEREAS, The City appropriated \$17,569,519 in C.D.B.G. Year XVI for the Department of Human Services, including \$1,900,011 to the Youth Crime Prevention program; and

WHEREAS, The City allocated \$20,000 from this program to contract with the C.A.R.E. organization, which requests to amend its proper name; and

WHEREAS, The City appropriated \$37,211,430 in C.D.B.G. Year XVI for the Department of Housing, including \$1,900,011 to the Senior Citizens/Handicapped Home Maintenance program; and

WHEREAS, The City allocated \$50,000 from this program to contract with the C.A.R.E. organization, which requests to amend its proper name; now, therefore,

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

SECTION 1. The Year XVI Community Development Block Grant Ordinance adopted December 6, 1989 (Council Journal pages 9227 -- 9313) is hereby amended by striking the words and figures indicated and inserting the words and figures indicated, as set forth in the attached Exhibit "A".

SECTION 2. This ordinance shall take effect upon its passage and publication.

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

Exhibit "A"

Amendment To The C.D.B.G. Year XVI Appropriation Ordinance.

325 -- Community Development Block Grant Fund

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
		Department Of Housing -- 21-1005		
		Senior Citizens/Handicapped Home Maintenance -- 2570		
		Strike:		
	.0140	C.A.R.E		
		Insert:		
		Southwest Parish and Neighborhood Federation/C.A.R.E.		

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
		Department Of Human Services -- 53-1005		
		Youth Crime Prevention -- 2560		
		Strike:		
	.0140	C.A.R.E.		
		Insert:		
		Southwest Parish and Neighborhood Federation/C.A.R.E.		

REPROGRAMMING OF YEAR XV COMMUNITY DEVELOPMENT
BLOCK GRANT FUNDS FROM SALVAGE TO CHICAGO
FIRST PROGRAM AND DAVIS BACON
COMPLIANCE PROGRAM.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the reprogramming of Year XV Community Development Block Grant funds from salvage to the Chicago First Program and Davis Bacon Compliance Program, in the amount of \$105,000.00, and 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 viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

On motion of Alderman Austin, 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, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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 6, 1989, which set forth procedures for the Community Development Block Grant Program, requiring that the City shall not reprogram funds in excess of \$25,000 appropriated for any object or purpose set forth in the Community Development Block Grant Ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City has allocated \$2,363,075 of Year XV Community Development Block Grant funds to the Mayor's Office of Employment and Training which includes the activities of the Chicago First Program and the Davis Bacon Compliance Program; and

WHEREAS, The Assistant to the Mayor for Employment and Training requests the reprogramming of \$105,000 from C.D.B.G. Year XV salvage to cover deficits of \$98,000 in the Chicago First Program and \$7,000 in the Davis Bacon Compliance Program; now, therefore,

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

SECTION 1. The sum of \$105,000 of Community Development Block Grant Year XV salvage funds be reprogrammed within the Year XV program budget of the Mayor's Office of Employment and Training; \$98,000 will be reprogrammed to the Chicago First Program and \$7,000 will be reprogrammed to the Davis Bacon Compliance Program.

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

REPROGRAMMING OF YEAR XV COMMUNITY DEVELOPMENT
BLOCK GRANT FUNDS FROM SALVAGE TO DEPARTMENT
OF HEALTH LEAD PAINT IDENTIFICATION
AND ABATEMENT PROGRAM.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the reprogramming of Year XV Community Development Block Grant funds from salvage to the Department of Health necessary for the Lead Paint Identification and Abatement Program, in the amount of \$53,304.00, and 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 viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

On motion of Alderman Austin, 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, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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 6, 1989, which set forth the procedures for the Community Development Block Grant Program, requiring that the City shall not reprogram funds in excess of \$25,000 appropriations for any object or purpose set forth in the Community Development Block Grant Ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City has allocated \$1,042,177 of Year XV Community Development Block Grant funds for the Department of Health Lead Paint Identification and Abatement Program; and

WHEREAS, The Commissioner of the Department of Health requests that \$53,304 in C.D.B.G. salvage funds be reprogrammed to cover cost increases, including \$42,012 for salaries and \$11,292 for fringe benefits, due to a union settlement with the Carpenter's Union in 1989; now, therefore,

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

SECTION 1. The sum of \$42,012 in Community Development Block Grant salvage funds be reprogrammed to the C.D.B.G. Year XV Department of Health Lead Paint Identification and Abatement Program budget of the Department of Health Salaries and Wages on Payroll (382-41-2555 .0005) account and \$11,292 to the Fringe Benefits (382-41-2555 .0044) account to cover the cost of the Carpenters Union Settlement, to increase total C.D.B.G. Year XV funding for this program from \$1,042,177 to \$1,095,481 during the contract period of January 1, 1989 through December 31, 1989.

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

AMENDMENT OF YEAR XIII COMMUNITY DEVELOPMENT BLOCK
GRANT ORDINANCE TO REPROGRAM YEAR XV FUNDS
FROM EMERGENCY BOARD-UP PROGRAM TO
DEMOLITION OF HAZARDOUS BUILDINGS
WITHIN DEPARTMENT OF BUILDINGS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending the Year XIII Community Development Block Grant Ordinance, as amended, authorizing the reprogramming of Year XV funds from the Emergency Board-Up Program to Demolition of Hazardous Buildings within the Department of Buildings (formerly known as the Department of Inspectional Services), in the amount of \$112,500.00, and 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 viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

On motion of Alderman Austin, 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, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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 6, 1989, which set forth the procedures for the Community Development Block Grant Program, requiring that the City shall not reprogram funds in excess of \$25,000 appropriations for any object or purpose set forth in the Community Development Block Grant Ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City has allocated \$750,000 of Year XIII Community Development Block Grant funds for the Department of Inspectional Services Demolition of Hazardous Buildings Program; and

WHEREAS, The Commissioner of the Department of Inspectional Services requests that \$112,500 in C.D.B.G. Year XV funds from the Department of Inspectional Services

Emergency Board-Up Program (382-67-2520-9019) be reprogrammed to cover the costs of the demolition of hazardous buildings; now, therefore,

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

SECTION 1. The sum of \$112,500 in Community Development Block Grant Year XV Department of Inspectional Services Emergency Board-Up Program funds (382-67-2520-9019) be reprogrammed to the C.D.B.G. Year XIII Department of Inspectional Services Demolition of Hazardous Buildings Program (837-67-2510-0100) to cover the cost of the demolition of hazardous buildings, to increase total C.D.B.G. Year XIII funding for this program from \$750,000 to \$862,500 during the contract period of April 1, 1987 through December 31, 1987.

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

WATER MAINS INSTALLED AT VARIOUS LOCATIONS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration six orders (under separate committee reports) authorizing the installation of water mains at various locations, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

On motion of Alderman Austin, the 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, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

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

Portion Of North Albany Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in North Albany Avenue, from West Palmer Boulevard to West Armitage Avenue: 1,192 feet of 8-inch ductile iron water main, at the total estimated cost of \$207,567.63 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00874.

Portion Of First Alley East Of North Kedvale Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 340 feet of 8-inch ductile iron water main in the first alley east of North Kedvale Avenue, from West Waveland Avenue to West Patterson Avenue, at a total estimated cost of \$41,502.82 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00872.

Portion Of West Maple Street.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Maple Street, from North LaSalle Street to North Dearborn Street: 736 feet of

12-inch ductile iron water main, at the total estimated cost of \$134,680 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00867.

*Portions Of East Oakwood Boulevard, South Lake Park Avenue
And South Ellis Avenue.*

Ordered, That the Commissioner of Water is hereby authorized to install water mains in East Oakwood Boulevard, from South Ellis Avenue to 240 feet east of the east line of South Lake Park Avenue; South Lake Park Avenue, from East Oakwood Boulevard to East 40th Street; and South Ellis Avenue, from East Pershing Road to East Oakwood Boulevard: 1,452 feet of 8-inch ductile iron water main, at the total estimated cost of \$226,752.28 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00877.

Portion Of First Alley West Of North Octavia Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 350 feet of 8-inch ductile iron water main in the first alley west of North Octavia Avenue, from 23 feet south of the north line of West Ibsen Street to 23 feet south of the north line of West Farwell Avenue, at a total estimated cost of \$36,889.64 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00853.

Portion Of South Seeley Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,323 feet of 8-inch ductile iron water main in South Seeley Avenue, from West 65th Street to West Marquette Road, at a total estimated cost of \$190,011.24 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00854.

COMMITTEE ON BUILDINGS.

**AMENDMENT OF MUNICIPAL CODE CHAPTER 81.1,
SECTION 81.1-14(E) BY FURTHER DEFINING
MINIMUM REQUIREMENTS FOR NATURAL
LIGHTING IN HOSPITAL AND
HOTEL ROOMS.**

The Committee on Buildings submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a proposed ordinance (referred December 13, 1989) to amend Section 81.1-14 as it pertains to natural light for habitable hotel rooms, hospital patient rooms, et cetera, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,

(Signed) FRED B. ROTI,
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, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Stone -- 47.

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. Section 81.1-14(E) of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and adding the language in italics as follows:

(E) Windows for natural lighting [to] *from* the atrium [from] *to* the room shall be provided and such windows shall have an aggregate clear area of not less than twenty percent (20%) of the floor area [of the] *for any hospital patient room, and not less than twelve percent (12%) of the floor area for any habitable hotel room. Windows may be fixed for any habitable hotel room.* Windows shall only be key operated [.] *for any hospital patient room.* Artificial light shall be capable of providing a minimum [illumination as specified for natural light for a habitable hotel room. The standard of natural light for all habitable hotel rooms shall be adequate to provide an] average illumination of 10-foot candles (107.64 lux) over the area of the room at a height of 30 inches (762mm) above the floor level.

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

COMMITTEE ON CLAIMS AND LIABILITIES.

**AUTHORITY GRANTED FOR PAYMENT OF MISCELLANEOUS
REFUNDS, COMPENSATION FOR PROPERTY
DAMAGE, ET CETERA.**

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on Claims and Liabilities, to which were referred sundry claims on August 28, 1986 and on subsequent dates for property, vehicle damage and various permit and license refunds, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) JOSEPH S. KOTLARZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim, with said amount to be charged to the activity and account specified as follows:

Damage To Vehicles.

*Department Of Police:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Safeway Insurance and Augustine Guardiola Cl. 171110 500 South Racine Avenue Chicago, Illinois 60607	9/11/88 North Lake Shore Drive and West Waveland Avenue	\$584.95

Name And Address	Date And Location	Amount
State Farm Insurance and Andrew Kopca Cl. 13-5206-369 160 Industrial Drive Elmhurst, Illinois 60126	2/17/89 2847 West 51st Street	\$ 301.96
American Country Insurance and Samuel Brooks Cl. AC0005894 179 West Washington Street Chicago, Illinois 60602	2/8/89 3162 North Clark Street	1,091.19
American International Recovery and Brenda Short Cl. 180-002178 c/o Virginia Waters -- Atty. 507 Beacons Court Suite B3 Andalusia, Pennsylvania 19020	6/10/88 West Madison Street and Central Avenue	1,500.00
Myung Ja Lee 3744 North Broadway Chicago, Illinois 60613	1/6/89 3517 West Ainslie Street	350.00
Colonial Penn Insurance Company and Benedict Kurowski Cl. W88016127OWSI P.O. Box 58699 Philadelphia, Pennsylvania 19102-8699	8/15/88 1614 West 59th Street	969.26
Kimberly Ann Wilson 6158 North Canterberg Parma, Ohio 44129	4/5/89 400 West Congress Parkway	758.48
Scarlett C. Brown 1645 East 50th Street Apartment 14K Chicago, Illinois 60615	3/9/89 West 87th and South Halsted Street	858.28
Kevin Green 9231 South Chappel Avenue Chicago, Illinois 60617	11/16/88 Police Auto Pound	400.00

Name And Address	Date And Location	Amount
Michael T. Hamalis 131 Linden Elmhurst, Illinois 60126	4/15/89 West Devon Avenue and South Caldwell Avenue	\$592.31
Syed Z. Ahed 3501 West Crain Skokie, Illinois 60076	4/27/89 South Ashland Avenue and West Jarvis Avenue	390.94
Allstate Insurance and Evelyn Jackson Cl. 252 1063673 FSL P.O. Box 1089 Morton Grove, Illinois 60053	5/10/89 West 79th Street and South Kostner Avenue	614.68
Allstate Insurance and Calvin Reed Cl. 2521007803 FSM P.O. Box 1089 Morton Grove, Illinois 60053	1/14/89 West 75th and South Halsted Street	733.67
Gaston Medellin 2338 North Avers Avenue Chicago, Illinois 60647	3/8/89 804 North Cicero Avenue	1,083.22
Darlene K. Cook P.O. Box 57843 Chicago, Illinois 60657-8043	12/3/87 Auto Pound 6	1,000.00
Kimberly D. Taylor 526 West 104th Street Chicago, Illinois 60628	8/24/89 Auto Pound 2	1,000.00
Casandra Walker 1121 North Larrabee Street Apartment 701 Chicago, Illinois 60610	5/20/88 1121 North Larrabee Street	150.00

Damage To Property.

*Department Of Police:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Rolando Ayala 6358 South Rockwell Street Chicago, Illinois 60629	3/26/89 6358 South Rockwell Street	\$225.00
Willie and Alice Ray, Jr. 6326 South Ellis Avenue Chicago, Illinois 60637	1/31/87 6326 South Ellis Avenue	1,500.00
820 West Belle Plaine Associates c/o M. Myers Properties, Incorporated 401 North Wabash Avenue 700 Chicago, Illinois 60611	4/6/89 820 West Belle Plaine Avenue	376.68
Kenneth A. Schmidtke 4710 -- 4712 North Paulina Street Chicago, Illinois 60640	6/13/89 4712 North Paulina Street	74.00

Damage To Vehicles.

*Bureau Of Electricity:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Krystyna J. Loren 4940 South East End Avenue Chicago, Illinois 60615	3/15/89 North Lake Shore Drive and West Belmont Avenue	\$300.00

Name And Address	Date And Location	Amount
Kemper Insurance and Maureen Obyrne Cl. 13-2489-346 Attention: Dana Chinick 500 West Central P.O. Box AL Mt. Prospect, Illinois 60056	8/22/88 125 West Goethe Street	\$945.07

Damage To Property.

*Bureau Of Electricity:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Ace Styline Furniture 1747 West Carroll Avenue Chicago, Illinois 60612	2/10/88 1747 West Carroll Avenue	\$1,500.00

Damage To Vehicles.

*Department Of Fire:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Sandra Chandler 6702 South Clyde Avenue Chicago, Illinois 60649	3/3/89 6700 South Clyde Avenue	\$872.45

Name And Address	Date And Location	Amount
Colonial Penn Insurance and Dorothy Tarver Cl. W800140825 WSI P.O. Box 58699 Philadephia, Pennsylvania 19102-8699	7/20/88 429 West 100th Street	\$552.55

Damage To Vehicle.

*Department Of Standard Parking:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Sister Helen M. Dillon 4510 Grove Brookfield, Illinois 60513	6/5/89 5400 South Cornell Avenue	\$100.00

Damage To Property.

*Department Of Water:
Account Number 200-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Illinois Bell Telephone Company ZCD 2805 Attention: V.B. Harvey 225 West Randolph Street HQ18E Chicago, Illinois 60606	6/23/87 West 48th Street and South Hermitage Avenue	\$175.52

Name And Address	Date And Location	Amount
Illinois Bell Telephone Company ZCD 8601 225 West Randolph Street HQ18E Chicago, Illinois 60606	5/22/86 3950 South Vincennes Avenue	\$ 532.07
Peoples Gas Light and Coke Company File 89-0-128 122 South Michigan Avenue 311 Chicago, Illinois 60603	3/27/89 902 South Mason Avenue	467.36
Peoples Gas Light and Coke Company File 89-0-116 122 South Michigan Avenue 311 Chicago, Illinois 60603	2/27/89 5143 South Honore Street	235.29
Peoples Gas Light and Coke Company File 89-0-139 122 South Michigan Avenue 311 Chicago, Illinois 60603	4/5/89 1826 North New England Avenue	461.77
Peoples Gas Light and Coke Company File 89-0-143 122 South Michigan Avenue 311 Chicago, Illinois 60603	4/20/89 2648 West Cortez Street	1,145.84
Peoples Gas Light and Coke Company File 89-0-140 122 South Michigan Avenue 311 Chicago, Illinois 60603	4/6/89 5540 West Diversey Avenue	518.34
Peoples Gas Light and Coke Company File 89-0-137 122 South Michigan Avenue 311 Chicago, Illinois 60603	3/23/89 1630 North Winchester Avenue	587.79

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Name And Address	Date And Location	Amount
Peoples Gas Light and Coke Company File 89-0-147 122 South Michigan Avenue 311 Chicago, Illinois 60603	4/25/89 5400 South Maplewood Avenue	\$419.02
Peoples Gas Light and Coke Company File 89-0-136 122 South Michigan Avenue 311 Chicago, Illinois 60603	3/21/89 1934 West North Avenue	196.56
Peoples Gas Light and Coke Company File 89-0-145 122 South Michigan Avenue 311 Chicago, Illinois 60603	4/17/89 1450 West Hollywood Avenue	565.32

Damage To Vehicles.

*Department Of Water:
Account Number 200-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Israel Lopez 10313 South Commercial Avenue Chicago, Illinois 60617	9/20/88 10315 South Commercial Avenue	\$ 400.00
Milagros Reyes 4717 South Avers Avenue Chicago, Illinois 60632	3/22/89 5000 South Cicero Avenue	1,000.00
James P. Ausdenmoore 336 Bingham Circle Mundelein, Illinois 60060	2/25/89 North Kostner Avenue and West Peterson Avenue	460.97

Damage To Vehicles.

*Department Of Sewers:
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Safeco Insurance Company and Mary McNamara Cl. 24A88358270 1900 West Hassel Road Hoffman Estates, Illinois 60196	12/22/88 South Union Avenue at West 37th Street	\$1,021.72
Ellen M. Elsner 5201 South Rockwell Street Chicago, Illinois 60632	7/6/89 4701 South Kedzie Avenue	69.00
Lorraine Blum 5840 North Moody Avenue Chicago, Illinois 60646	7/6/88 South Gregory Street and Frontage Road (6745 West Gregory Street)	1,136.71
Name And Address	Date And Location	Amount
Lynn Helen Haliean 6151 West Gunnison Street Chicago, Illinois 60630	6/9/89 5826 West Gunnison Street	875.00
Aubry Lipscomb 1531 North Lorel Avenue Chicago, Illinois 60651	6/12/89 West Madison Street and North Latrobe Avenue	400.00
Frank E. Slammer 3003 South Avers Avenue Chicago, Illinois 60623	9/6/89 400 West Randolph Street	469.30

Damage To Property.

*Department Of Sewers:
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Larry Nicpan 5424 North Neva Avenue Chicago, Illinois 60656	3/7/89 5424 North Neva Avenue	\$1,500.00

Various License Refunds.

*Department Of Revenue:
Account Number 300-99-2005-0934-0934.*

Name And Address	License Number	Amount
Marie Lane 5159 North East River Road Chicago, Illinois 60656	Residential parking permit refund	\$ 10.00
Jozef Skowronski 5656 West Melrose Street Chicago, Illinois 60634	City sticker refund	50.00
Raymond Cobble 7242 South Wentworth Avenue Chicago, Illinois 60621	License refund	187.50
Handy Discount Mart Attention: Elias Zanayed 5726 West Belmont Avenue Chicago, Illinois 60634	License 000030	34.00

Damage To Property.

*Department Of Forestry:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
American State Insurance and Lauretta Rill Cl. 555-0029-999 P.O. Box 909 Wheaton, Illinois 60189	1/12/89 6720 West 56th Street	\$200.00
Leonard Gusanders 6415 South Laporte Avenue Chicago, Illinois 60638	3/1/89 6415 South Laporte Avenue	300.00
Iris Gueringer 6027 South Rhodes Avenue Chicago, Illinois 60637	9/8/88 6027 South Rhodes Avenue	325.00

Damage To Vehicle.

*Department Of Forestry:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Friedrich Etzel 3927 North Troy Street Chicago, Illinois 60618	3/29/89 4444 North California Avenue	\$299.46

Damage To Property.

*Department Of Public Works:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Betty Miller 1100 North Dearborn Street Chicago, Illinois 60610	8/26/88 Maple and State Streets	\$52.92

Damage To Vehicle.

*Department Of Public Works:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Roman Kaplunow 5031 North Springfield Avenue Chicago, Illinois 60625	11/17/88 West North Avenue near North Washtenaw Avenue	\$401.48

Damage To Property.

*Department Of Streets And Sanitation:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Bridgeport Foods, Incorporated c/o Arthur J. Lott 615 West 31st Street Chicago, Illinois 60616	4/19/89 South Wallace Street and South Lowe Avenue	\$775.00

Name And Address	Date And Location	Amount
Mary Avery 215 South Cicero Avenue Chicago, Illinois 60644	4/23/89 West Quincy Street and South Cicero Avenue	\$162.00
Helen Rose Lucente 5701 South Parkside Avenue Chicago, Illinois 60638	6/28/89 5701 South Parkside Avenue	230.00
Vera Allen 5757 South Throop Street Chicago, Illinois 60636	8/10/87 5757 South Throop Street	595.00
Adelyne Siegel 5030 North Monticello Avenue Chicago, Illinois 60625	10/1/88 5030 North Monticello Avenue	20.00
Sentry Insurance and Kleen Rite, Incorporated Cl. FO41989-455 P.O. Box 2025 Aurora, Illinois 60507-2025	1/14/89 6460 North Milwaukee Avenue	563.96

Damage To Vehicles.

*Department Of Streets And Sanitation:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Hersholt D. Jackson 2333 North Ashland Avenue Apartment 2G Chicago, Illinois 60614	8/18/88 2333 North Ashland Avenue	\$1,500.00
General Accident Insurance and S. L. Blair Landscaping Cl. 00LA-47986 AT 2455 Corporate West Drive Lisle, Illinois 60532	4/25/88 East 115th Street and South Michigan Avenue	828.58

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Name And Address	Date And Location	Amount
Lawrence J. Mooney 3430 South Union Avenue Chicago, Illinois 60616	12/6/88 3428 South Union Avenue	\$ 400.00
Raymond Chavez 4844 South Loomis Boulevard Chicago, Illinois 60609	12/31/88 6823 South Damen Avenue	281.00
Glenn L. Paulson 421 West Melrose Street 10C Chicago, Illinois 60657-3807	4/30/88 East Elm Street and North Lake Shore Drive	53.00
Elizabeth Soto c/o Marta Heyka 7225 West Higgins Road Apartment 304 Chicago, Illinois 60656	1/13/89 Towing damage	78.76
John Beaupre 1018 South Race Avenue Denver, Colorado 80209	10/21/88 Division and North State Streets	384.13
Allstate Insurance and Melanie Colon Cl. 1372224987 P.O. Box 1089 Morton Grove, Illinois 60053	10/22/88 Towing damage	272.20
American Family Insurance and Elvin Groenemeyer Cl. 671116956-0525 1501 Woodfield Drive Schaumburg, Illinois 60173	11/25/88 2413 West Cuyler Avenue	1,244.02
Todd R. Guzlas 8219 Rosemere Court Willow Springs, Illinois 60480	2/25/89 Towing damage	175.00
Allstate Insurance and William R. Kaczynski Cl. 2700689974 FSX P.O. Box 1089 Morton Grove, Illinois 60053	2/6/89 West 135th Street between South Kedzie Avenue and South Pulaski Road	1,210.23

Name And Address	Date And Location	Amount
Laura M. Drozd-Howe 9730 South Walden Parkway Chicago, Illinois 60643	9/23/88 Towing damage	\$488.89
William J. Hagenah, Jr. 92 Woodley Road Winnetka, Illinois 60093	11/15/88 5555 North Sheridan Road	400.00
Joseph Macino 6401 West 52nd Street Chicago, Illinois 60638	12/19/88 6100 South Central Avenue	255.45
Marshall M. Mitchell 917 West Eastwood Avenue Apartment 301 Chicago, Illinois 60640	2/1/89 Towing damage	221.21
Naeem A. Mughal 6315 North Hermitage Avenue Apartment 10 Chicago, Illinois 60660	2/9/89 Towing damage	777.95
Renee J. Regula 10626 West Drummond Place Melrose Park, Illinois 60164	1/21/89 Towing damage	383.26
Anthony Stelmokas 3315 South Halsted Street Chicago, Illinois 60608	8/5/88 220 North Wells Street	110.90
United Service Automobile Association and Alice M. Tobin Cl. 2586781 P.O. Box 33490 San Antonio, Texas 78265-3490	3/22/88 900 West Wrightwood Avenue	525.62

Name And Address	Date And Location	Amount
Ms. Karen Davidson c/o Smith, McCullum and Riggle 100 North Main P.O. Box 220 Flora, Illinois 62839	7/2/88 Towing damage	\$400.00
Clovis L. Williams 8615 South Prairie Avenue Chicago, Illinois 60619	12/25/88 7300 South Stony Island Avenue	321.75
Sally Albin 2846 North Natoma Avenue Chicago, Illinois 60634	3/3/89 2249 North Lorel Avenue	70.00
Nora Knapp Allen 1809 West Roscoe Street Chicago, Illinois 60657	1/27/89 South Union Avenue and West 33rd Street	378.89
Dawn Avdyli 7173 West Addison Street Chicago, Illinois 60634	3/3/89 East Randolph Street and South Michigan Avenue	162.00
Lee D. Bacilek 2662 North Burling Street Chicago, Illinois 60614	3/1/89 211 East Ohio Street	454.18
Paul D. Backe 1854 Paw Paw Court Valparaiso, Indiana 46383	2/17/89 45 East Ohio Street	237.00
James S. Buckner, Jr. 6900 South Springfield Avenue Chicago, Illinois 60629	1/20/89 113 West Chicago Avenue	400.00
Chicago Ornamental Iron Company 3131 West Soffel Avenue Melrose Park, Illinois 60160	2/14/89 1815 Wolcott Avenue	408.81
Erlinda Colunga 2701 West 24th Street Chicago, Illinois 60608	12/12/88 2359 South Washtenaw Avenue	275.00

Name And Address	Date And Location	Amount
Thomas R. Enri 18118 Rockwell Homewood, Illinois 60430	2/28/89 East 134th Street and South Baltimore Avenue	\$ 400.00
Estelita B. Esmenda 1069 North Paulina Street Chicago, Illinois 60622	2/25/89 440 North Wells Street	212.84
Carol B. Garcia 44 Church Court Chesterton, Indiana 46304	1/17/89 225 West Ohio Street	933.57
Karim K. Hamid 6915 West 64th Place Chicago, Illinois 60638	2/6/89 2600 West Chicago Avenue	1,294.06
Honeywell, Incorporated 7350 North Lincoln Avenue Lincolnwood, Illinois 60646	1/26/89 North Wacker Drive and West Madison Street	120.75
Kyu Hur 114 Carriage Way Wilmette, Illinois 60091	12/16/88 402 East North Water Street	949.93
Michael Kais 1021 Olde Virginia Road Palatine, Illinois 60067	9/1/88 315 South Plymouth Court	586.16
Shirley D. Knox 1312 South Kolin Avenue Chicago, Illinois 60623	2/28/89 East Lake Street and North Wabash Avenue	69.64
Barian M. Lovett 903 South First Apartment 323 Champaign, Illinois 61820	2/17/89 114 East Chestnut Street	40.29
Linda M. Markay 109 West Lonnquist Parkway Mt. Prospect, Illinois 60056	3/1/89 Towing damage	57.50

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Name And Address	Date And Location	Amount
Laura K. Perez 10338 West Waldo Zion, Illinois 60099	2/26/89 147 East Delaware Place	\$175.59
George W. Rennwanz 229 Foxmoor Road Fox River Grove, Illinois 60021	1/30/89 Towing damage	140.00
Kai U. Schulte 1235 East Wilson Street Apartment 307 Batavia, Illinois 60510	2/26/89 Towing damage	263.90
Mark L. Tome 4638 West 116th Place Alsip, Illinois 60658	2/15/89 Towing damage	430.59
Khalid M. Zoudo 4908 North Troy Street Chicago, Illinois 60625	1/25/89 Towing damage	512.54
Robert Cupit 6033 West Marshall Boulevard 1A Chicago Ridge, Illinois 60415	2/28/89 Towing damage	178.00
Joyce C. Andrasco 10345 South Central Park Chicago, Illinois 60655	11/11/88 Central Auto Pound	203.71
William C. Schneider 492 Avery Street Elmhurst, Illinois 60126	4/18/89 Towing damage	673.57
Ralph M. Borroel 5537 Beall Avenue Hammond, Indiana 46320	3/23/89 Towing damage	264.00
Elizabeth Baker 619 West Wellington Avenue Chicago, Illinois 60657	3/15/89 Towing damage	344.70

Name And Address	Date And Location	Amount
Vince Calvino 6226 South Massasoit Street Chicago, Illinois 60638	4/6/89 Towing damage	\$179.88
Thomas A. Clishem 3378 Debbie Lane R.R. 1 Hobart, Indiana 46342	1/27/89 Towing damage	166.25
Cumis Insurance and Willie Stevens Cl. Q338666 P.O. Box 391-5910 Mineral Point Road Madison, Wisconsin 53701-0391	6/22/88 Towing damage	894.00
Kimberly Sue Donzelli 337 South Maple Avenue 23 Oak Park, Illinois 60302	1/26/89 Towing damage	435.90
Firoza A. Engineer 1959 Bristol Court Naperville, Illinois 60565	1/15/89 Towing damage	248.36
Alan Goldberg 2650 North Lakeview Avenue Apartment 3506 Chicago, Illinois 60614	1/30/89 Towing damage	51.90
Pasquale Guerra 4722 North Maria Court Chicago, Illinois 60656	3/21/89 Towing damage	657.89
Kristopher Kilcullen 500 Stratford Elmhurst, Illinois 60126	2/3/89 Towing damage	18.50
Jose Rivera 2142 North Karlov Avenue Chicago, Illinois 60639	3/21/89 2142 North Karlov Avenue	400.00

Name And Address	Date And Location	Amount
Ahmad Y. Sadat 1915 West Touhy Avenue Number 4 Chicago, Illinois 60626	12/28/88 Towing damage	\$ 521.22
State Farm Insurance and Stanislaw Wajciak Cl. 13-2529-694 9701 West Higgins Road Suite 510 (S) Rosemont, Illinois 60018	12/31/88 North Laramie Avenue and West Addison Street	920.82
Stuart J. Straus 8425 Island Palm Circle Orlando, Florida 32811	7/16/88 Towing damage	362.87
Patrick M. Sziel 3562 North Avondale Avenue Chicago, Illinois 60618	4/11/89 400 South Racine Avenue	49.59
Travelers Insurance and Walgreen Company Cl. BY65275 P.O. Box 26990 Milwaukee, Wisconsin 53226-0990	8/1/88 1917 West Cermak Road	601.54
John P. Wittert 10261 Milford Westchester, Illinois 60154	3/3/89 1538 North Clark Street Towing damage	1,017.97
Michael Bielecki 655 West Irving Park Road 2610 Chicago, Illinois 60613	4/24/89 Towing damage	223.77
Faustino Cortes 6315 West Addison Street Chicago, Illinois 60634	1/18/89 Towing damage	738.73
Winfort Gilbert 10047 South Carpenter Street Chicago, Illinois 60643	4/3/89 Towing damage	400.00

Name And Address	Date And Location	Amount
Ronald Lattanzio 502 Forsythe Calumet City, Illinois 60409	2/26/89 Towing damage	\$123.96
David A. Michaels 100 West Chestnut Street Apartment 1705 Chicago, Illinois 60610	3/17/89 Towing damage	260.00
Debra Ann Powers 229 Marengo Avenue Apartment 406 Forest Park, Illinois 60103	4/6/89 Towing damage	308.54
Nancy Jean Ribordy Box 530 Ogden Pines Portage, Indiana 46368	3/10/89 Towing damage	75.96
Larry G. Rindt 11723 Otsego North Hollywood, California 91607	4/8/89 Towing damage	490.95
Citizens Insurance of America and Mark Smiters Cl. 30-88-83858 P.O. Box 2960 Farmington Hills, Michigan 48333	11/7/89 Towing damage	557.52
Michael M. Ferenczi 6007 North Sheridan Road 28-F Chicago, Illinois 60660	1/28/89 Towing damage	156.50
Ruben Frias 1010 North 5th Avenue Maywood, Illinois 60153	4/6/89 Towing damage	149.99
Thomas E. Jones 8238 South Dorchester Avenue Chicago, Illinois 60619	1/19/89 Towing damage	150.00

Name And Address	Date And Location	Amount
Timothy N. Klein 6235 North Hermitage Avenue Chicago, Illinois 60660	3/31/89 Towing damage	\$ 51.33
Miroslav Maramica 565 West Gladys Elmhurst, Illinois 60126	11/16/88 South Michigan Avenue and East Congress Parkway	42.99
Joy Ann Mayfield 840 Michigan Apartment 3 Evanston, Illinois 60202	4/21/89 Towing damage	343.16
Raymond W. Petrick 16806 Lake Shore Drive Norman Island Huntersville, North Carolina 28078	4/12/89 Towing damage	79.24
Ann Geralyn Schiffer 4636 South Keeler Avenue Chicago, Illinois 60632	4/29/89 Towing damage	374.27
State Farm Insurance and Antonieta Miranda Cl. 13-2546-201 9701 West Higgins Road Suite 510 (S) Rosemont, Illinois 60018	3/3/89 4600 North Hamlin Avenue	351.03
Daniel Swan 229 East 5th Street 2 Newport, Kentucky 41071	3/22/89 Towing damage	91.80
George Bruech 6935 North Milwaukee Avenue Niles, Illinois 60648	5/17/89 3816 West Addison Street	278.45
John A. Chrzanowski 4106 West 59th Street Chicago, Illinois 60629	5/15/89 West Taylor Street and South Halsted Street	184.00

Name And Address	Date And Location	Amount
General Casualty Company and Judith Dobkin Cl. 0118951233 One Pierce Place Suite 975 Itasca, Illinois 60143-2681	4/22/89 East 31st Street and South Lake Shore Drive	\$890.50
Daniel Golubovich 10504 South Avenue L Chicago, Illinois 60617	3/26/89 13333 South Avenue O	398.01
Warren McCollum 8652 South Kingston Avenue Chicago, Illinois 60617	3/7/89 East 115th Street and South Champlain Avenue	165.00
James H. McDonough 3723 West 63rd Street Chicago, Illinois 60629	5/10/89 2258 South Archer Avenue	379.04
Marcia M. Nimrod 2041 North Racine Avenue Chicago, Illinois 60614	3/11/89 550 North Orleans Street	196.45
Sybil R. Rehorst 2853 West 98th Place Evergreen Park, Illinois 60642	5/15/89 South Archer Avenue and West Cermak Road	267.65
Dorothy Anderson 5753 North Nagle Avenue Chicago, Illinois 60646	6/3/89 West Fullerton Avenue and North Clybourn Avenue	396.65
John P. Anderson 8053 South Justine Street Chicago, Illinois 60620	5/17/89 2600 South Ashland Avenue	133.40
Teresa Durr 7641 South Maryland Avenue Chicago, Illinois 60619	3/4/89 North Lake Shore Drive and North Avenue	104.08
Henry H. Hinden 2616 West Farwell Avenue Chicago, Illinois 60645	2/2/89 2230 West Pratt Boulevard	191.10
John J. Janiga 3036 West 64th Street Chicago, Illinois 60629	5/8/89 South Archer Avenue and South Canal Street	368.08

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Name And Address	Date And Location	Amount
Excell M. Jones 4469 South Lake Park Avenue Chicago, Illinois 60653	6/7/89 4630 South Lake Park Avenue	\$ 48.20
David D. Smith 508 West 29th Street Sand Springs, Oklahoma 74063	6/15/89 4000 North Clark Street	439.22
Mark Lee Symons 524 Hunter Court Wilmette, Illinois 60091	5/13/89 5758 North Ridge Avenue	299.77
Denise Siuas 10538 South Yates Avenue Apartment 9 Chicago, Illinois 60617	6/11/89 West 95th Street and South Wentworth Avenue	51.03
Angela R. Winfrey-Foster 4703 West Gladys Avenue Chicago, Illinois 60644	5/28/89 2001 South Taylor Street	400.00
Tarae Y. Hartley 530 West Aldine Avenue 312 Chicago, Illinois 60657	6/4/89 East 53rd Street and South Woodlawn Avenue	281.81
Ray A. Lieb 2252 North Keeler Avenue Chicago, Illinois 60639	6/15/89 East Superior Street and North Michigan Avenue	1,198.50
Ed Palka 2229 West Augusta Boulevard Chicago, Illinois 60627	6/20/89 North Milwaukee Avenue and West Paulina Street	325.07
Crystal Allen 10110 South Prairie Avenue Chicago, Illinois 60628	5/17/89 Columbus Drive and South Michigan Avenue	843.85
Stephen C. Bervid, Sr. Post & Rail Farms Palos Park, Illinois 60464	6/15/89 West 22nd Street and South Canal Street	128.40
Donna L. Brennan 10455 South Avenue J Chicago, Illinois 60617	6/11/89 13034 South Avenue O	255.00

Name And Address	Date And Location	Amount
Ramito Garcia 1132 North Kedvale Avenue Chicago, Illinois 60651	6/7/89 1128 North Mozart Street	\$1,098.31
Cindy B. Garoon 4550 North Richmond Street Chicago, Illinois 60625	5/31/89 North Western Avenue and West Belmont Avenue	306.74
Julio C. Rodriguez 1453 West Victoria Street Chicago, Illinois 60660	7/5/89 North Lake Shore Drive and North Avenue	400.00
Anne Daniher 19572 Ardmore Court Saratoga, California 95070	6/16/89 West Belmont Avenue and North Western Avenue	343.74
Dennis Yep 615 West Lake Street Addison, Illinois 60101	11/18/88 Towing damage	93.84
American Ambassador Casualty and Christine Dunlap Cl. 1017450 900 Skokie Boulevard Northbrook, Illinois 60062	11/25/88 East 103rd Street and South Blackstone Avenue	1,500.00
Esther Padilla 2922 East 101st Street Chicago, Illinois 60617	2/4/89 South Commercial Avenue and South Chicago Avenue	557.00
Shelby J. Readus 8739 South Constance Avenue Chicago, Illinois 60617	11/23/89 1800 East 130th Street	357.07
Mary Faust 2168 West Wilson Avenue Chicago, Illinois 60625	3/15/89 2168 West Wilson Avenue	499.36
Blue-Cab Northwest File NW289-2 259 South Boulevard Oak Park, Illinois 60302	2/2/89 North Ashland Avenue and West Wellington Avenue	1,338.53
Mary Lou Meyer 5144 South Rockwell Street Chicago, Illinois 60632	3/2/89 5133 South Rockwell Street	194.00

; and

Be It Further Ordered, That the Commissioner of Water is authorized to decrease the amount due by the amount set opposite the name of the claimant on account of underground leaks:

Name And Address	Location	Amount
Prewitt Williams 2826 South Wallace Street Chicago, Illinois 60616	10/22/85 -- 4/28/86 5243 South Maplewood Avenue	\$189.29
Felix Carranza 2501 North Harding Avenue Chicago, Illinois 60623	1/20/87 -- 3/16/89 4800 South Bishop Street	400.00
Earl Patton 4136 West Cermak Road Chicago, Illinois 60623	4/20/88 -- 10/18/88 4136 West Cermak Road	110.13
Maria D. Babul 5129 South Richmond Street Chicago, Illinois 60632	2/25/88 -- 4/25/88 5129 South Richmond Street	269.93
Juan Rico 5256 South Maplewood Avenue Chicago, Illinois 60632	11/20/86 -- 6/13/88 5256 South Maplewood Avenue	400.00
Arturo F. Galdo 1443 West Gregory Street Chicago, Illinois 60640	6/27/88 -- 12/21/88 1443 West Gregory Street	355.17
Ali S. Mustafa 6958 North Dowagiac Avenue Chicago, Illinois 60646	9/1/88 -- 2/28/89 866 West Buckingham Place	285.56
Mary Dial 264 North Sacramento Avenue Chicago, Illinois 60612	7/26/88 -- 3/27/89 264 North Sacramento Avenue	400.00
Bennie Cotton 1410 North Lockwood Avenue Chicago, Illinois 60651	4/20/88 -- 10/20/88 1410 North Lockwood Avenue	296.64

Name And Address	Location	Amount
Bernard Gordon 15 Timberlane Road Matteson, Illinois 60443	8/25/88 -- 12/30/88 158 West 74th Street	\$400.00
Sanford Brantley 1730 West Edmaire Street Chicago, Illinois 60643	10/4/88 -- 4/14/89 1730 West Edmaire Street	400.00
Callie L. Montgomery 4942 South Laflin Street Chicago, Illinois 60609	12/29/88 -- 3/8/89 4942 South Laflin Street	400.00
R. J. Paint Company 5900 North Broadway Chicago, Illinois 60660	4/13/88 -- 10/6/88 5900 -- 5904 North Broadway	338.12
John S. Sorisho 5614 North Christiana Avenue Chicago, Illinois 60659	9/20/88 -- 9/19/89 5614 North Christiana Avenue	222.12
Mr. and Mrs. Billie E. Ellis 1546 North Mohawk Street Chicago, Illinois 60610	2/22/89 -- 6/23/89 1546 North Mohawk Street	400.00

; and

Be It Further Ordered, That the Commissioner of Water is authorized to refund the amount due by the amount set opposite the name of the claimant on account of underground leaks and to charge same to Account Number 200-87- 2015-0952-0952:

Name And Address	Location	Amount
Rose M. Tenuta 7234 West North Avenue Apartment 1802 Elmwood Park, Illinois 60635	2/28/83 -- 8/25/85 2716 North Neva Avenue	\$400.00
Jose and Maria Martinez 11256 South Avenue O Chicago, Illinois 60617	5/11/88 -- 9/7/88 9851 -- 9853 South Avenue J	400.00

Name And Address	Location	Amount
George Schultz 6054 North Keating Avenue Chicago, Illinois 60646	9/8/88 -- 3/7/89 3049 North Keating Avenue	\$400.00
Public Petroleum Company c/o James Packtor, President 2500 West 36th Street Chicago, Illinois 60632	1/30/89 -- 3/22/89 1529 -- 1533 North Damen Avenue	400.00
Carter J. Russell 4912 South Drexel Boulevard Apartment 207 Chicago, Illinois 60615	3/2/88 -- 5/1/89 4608 South Evans Avenue	181.50
Blanch Schroeder 3750 North Janssen Avenue Chicago, Illinois 60613	8/18/88 -- 11/28/88 1340 West Belmont Avenue	142.24
M. Dunn 5116 North Kolmar Avenue Chicago, Illinois 60630	1/26/89 -- 8/7/89 4511 North Pulaski Road	311.46

SUNDRY CLAIMS AUTHORIZED FOR CONDOMINIUM
REFUSE REBATES.

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on Claims and Liabilities, to which were referred sundry claims on March 23, 1989 and on subsequent dates claims for condominium refuse rebates, having

had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) JOSEPH S. KOTLARZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered. That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full as follows, and charged to Account No. 100-99-2005- 0939-0939:

[List of claimants printed on pages 12043 through
12049 of this Journal.]

Do Not Pass -- SUNDRY CLAIMS FOR VARIOUS REFUNDS
FOR VEHICULAR DAMAGE, PROPERTY DAMAGE,
PERSONAL INJURY, ET CETERA.

The Committee on Claims and Liabilities submitted the following report:

(Continued on page 12050)

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS - PASSED

MEETING DATE: 2/28/90

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPOUSE *****
ADDISON HERITAGE CONDO. ASSN.	9	SEMI-ANNUAL	337.50	THOMAS W. CULLERTON
ADDISON POINT CONDO. ASSN.	34	ANNUAL	2,244.00	WILLIAM JP BANKS
AHERLOO CONDOMINIUM ASSOC.	8	ANNUAL	442.00	WILLIAM F. KRYSYNIAK
AINSLIE PARK CONDOMINIUM ASSN.	82	SEMI-ANNUAL	2,253.90	MARY ANN SMITH
ALDINE COURT CONDOMINIUM ASSN	27	ANNUAL	2,098.00	BERNARD J. HANSEN
AMBASSADOR HOUSE CONDOMINIUMS	112	SEMI-ANNUAL	1,645.00	EDWIN W. EISENDRATH
ARTISTIAN GARDENS CONDO ASSOC	9	ANNUAL	675.00	BERNARD L. STONE
ASTOR TERRACE CONDOMINIUM	52	SEMI-ANNUAL	1,950.00	EDWIN W. EISENDRATH
ATRIUM VIEW ASSOCIATION	9	ANNUAL	675.00	EUGENE C. SCHULTER
AUGUSTA CONDOMINIUM ASSN.	6	ANNUAL	450.00	HELEN SHILLER
BALMORAL PLAZA CONDOMINIUMS	60	ANNUAL	1,476.00	PATRICK J O'CONNOR
BEACH POINT TOWER CONDO.	90	ANNUAL	5,171.20	MARY ANN SMITH
BELLE PLAINE LOFTS CONDO. ASSN.	7	ANNUAL	525.00	JOSEPH S. KOTLARZ JR
BIRCHWOOD ON THE LAKE CONDO.	42	SEMI-ANNUAL	930.00	DAVID O. ORR
BLACKSTONE CONDOMINIUM	16	ANNUAL	1,350.00	LAWRENCE S BLOOM
BRETTON PLACE CONDOMINIUM ASSN.	8	ANNUAL	600.00	EDWIN W. EISENDRATH
BRITANNY OF LINCOLN PARK CONDO	6	ANNUAL	360.00	EDWIN W. EISENDRATH
BRYAN-REVOLVE CONDO ASSOC.	8	SEMI-ANNUAL	300.00	JOSEPH S. KOTLARZ JR
BUENA PARK CONDO. ASSOC.	12	ANNUAL	900.00	HELEN SHILLER
BURLING PLACE CONDOMINIUM	6	ANNUAL	450.00	EDWIN W. EISENDRATH
CAMERON COURT CONDO. ASSN.	16	SEMI-ANNUAL	675.00	PATRICK J. LEVAR
CASSIEL CONDOMINIUM ASSOC	30	SEMI-ANNUAL	1,125.00	KORAN FUCINSKI
CATALPA VINTHROP BUILDING	50	ANNUAL	2,376.00	MARY ANN SMITH
CHAPPEL COURT CONDO ASSOC	12	SEMI-ANNUAL	450.00	LAWRENCE S BLOOM
CHATHAM PARK VILLAGE CONDO	552	ANNUAL	23,685.20	JOHN STEELE
CHELSEA CONDOMINIUM ASSN.	12	ANNUAL	900.00	LAWRENCE S BLOOM
CHERYL APARTMENTS CONDOMINIUM	15	ANNUAL	1,125.00	JOHN STEELE
CITY COMMONS CONDO ASSOC.	62	SEMI-ANNUAL	2,325.00	EDWIN W. EISENDRATH
COLUMBIA ESTATES CONDOMINIUM	19	SEMI-ANNUAL	712.50	DAVID D. ORR
COLUMBIA HOMELERS ASSOC.	6	SEMI-ANNUAL	225.00	DAVID D. ORR
COMMON SENSE CONDOMINIUM ASSN.	12	ANNUAL	900.00	RUFUS F. BATAFUS
CORNELIA COURT CONDOMINIUM I	6	SEMI-ANNUAL	325.00	WILLIAM JP BANKS
CORNELL VILLAGE TOWER CONDO.	148	ANNUAL	6,670.00	THOMAS C. EVARS
CORNELL VILLAGE TOWERHOUSE	18	ANNUAL	1,350.00	THOMAS C. EVARS
COURTARD II CONDOMINIUM ASSN.	16	SEMI-ANNUAL	390.00	WILLIAM F. EPPSTYNIAK
CRUER PARK CONDOMINIUM CORP.	6	SEMI-ANNUAL	325.00	EDWIN W. ORR
DARTEN CONDOMINIUM ASSOCIATION	222	SEMI-ANNUAL	2,526.00	BERNARD J. HANSEN
DAYTON-DICKENS CONDOMINIUM	15	ANNUAL	1,026.00	EDWIN W. EISENDRATH
DELAWARE BLDG. CORP.	14	SEMI-ANNUAL	925.00	RUFUS F. BATAFUS
DREXEL AVE & SPRUCE CONDOMINIUM	12	SEMI-ANNUAL	450.00	BERNARD J. HANSEN
EAST LAFFETTED TOWNHOUSE ASSC.	8	ANNUAL	600.00	LAWRENCE S BLOOM
EAST PARK CONDOMINIUM	15	SEMI-ANNUAL	1,022.00	LAWRENCE S BLOOM
EAST VIEW PARK CONDO. ASSC.	116	SEMI-ANNUAL	4,566.00	LAWRENCE S BLOOM
EDEN GREEN INDUSTRIAL COOPERATIVE	38	ANNUAL	30,383.50	COURTNEY BLOOM
EDGEHURST TOWER III	11	SEMI-ANNUAL	385.14	RUFUS F. BATAFUS

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 2/28/90

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF PERATE	***** SPONSOR *****	*****
EDISON PARK PLACE CONDOMINIUM	24	SENT-ANNUAL	740.00	ROMAN PUCINSKI	41
EDISON PARK VILLAGE CONDO.	8	SENT-ANNUAL	225.36	ROMAN PUCINSKI	41
ELLIS COOPERATIVE	33	ANNUAL	1,326.00	TIMOTHY C. EVANS	04
ELLIS ESTATES CONDOMINIUM	9	ANNUAL	662.00	TIMOTHY C. EVANS	04
ESTES COURT CONDOMINIUM	24	ANNUAL	1,012.00	MARY ANN SMITH	48
EUGENIE TERRACE TOWNHOMES	51	ANNUAL	1,147.50	EDWIN W. EISENDRATH	43
FIRST KENMORE ASSOCIATES CONDO	6	SENT-ANNUAL	225.00	MARY ANN SMITH	48
FITCH PARK CONDOMINIUM ASSN.	30	ANNUAL	1,344.00	BERNARD L. STONE	50
FITCH PARK CONDOMINIUM ASSN.	30	SENT-ANNUAL	1,008.00	ROMAN PUCINSKI	41
FOSTER CONDOMINIUM ASSOCIATION	6	ANNUAL	450.00	PATRICK J O'CONNOR	40
FOSTER CONDOMINIUM ASSOCIATION	11	ANNUAL	825.00	PATRICK J. LEVAR	45
FOUNTAIN VIEW CONDO ASSOC	30	SENT-ANNUAL	723.00	BERNARD L. STONE	50
FOUNTAINVIEW CONDOMINIUM	29	SENT-ANNUAL	924.00	PATRICK J. LEVAR	45
FOUR CORNERS 1 CONDOMINIUMS	18	ANNUAL	1,350.00	TIMOTHY C. EVANS	04
FRIENDLY VILLAGE #1 CONDO.	18	SENT-ANNUAL	408.00	ROMAN PUCINSKI	41
FRIENDLY VILLAGE #4 CONDO	18	SENT-ANNUAL	500.00	ROMAN PUCINSKI	41
FRIENDLY VILLAGE NUMBER TWO	18	SENT-ANNUAL	408.00	ROMAN PUCINSKI	41
GORFIELD COVE CONDOMINIUM	6	ANNUAL	900.00	WILLIAM F. KRYSZTYNIAK	23
GLENWOOD/CATALPA CONDO. ASSOC.	12	ANNUAL	900.00	THOMAS W. COLLERTON	38
GRACE CONDOMINIUM ASSOCIATION	20	ANNUAL	1,500.00	HELEN SHILLER	46
GRANVILLE COURTS CONDOMINIUMS	6	ANNUAL	450.00	BERNARD L. STONE	50
GRANVILLE TOWERS CONDO. ASSOC.	154	ANNUAL	6,360.40	MARY ANN SMITH	48
HANOVER HOUSE CONDOMINIUM	168	ANNUAL	7,206.20	LAURENCE S BLOOM	05
HARPER SQUARE HOUSING CORP.	591	ANNUAL	17,640.00	BURTON F. NATARUS	42
HEATHER TERRACE CONDO. ASSN.	22	ANNUAL	1,650.00	TIMOTHY C. EVANS	04
HIGHLAND TERRACE CONDO. ASSN.	40	ANNUAL	1,512.00	THOMAS W. COLLERTON	38
HOMECOURT CONDOMINIUM ASSN.	17	SENT-ANNUAL	492.00	ALLAN STREETER	17
HOYRE CONDOMINIUM HOMES	6	SENT-ANNUAL	225.00	EDWIN W. EISENDRATH	43
IMPERIAL TOWERS CONDO ASSOC.	862	SENT-ANNUAL	14,388.00	TERRY H. GABINSKI	32
INVERBROOK CONDO BLDG. #1	54	SENT-ANNUAL	2,025.00	HELEN SHILLER	46
IVY COURTE CONDOMINIUM ASSOC.	36	SENT-ANNUAL	1,050.00	ROMAN PUCINSKI	41
JACKSON TOWERS CONDOMINIUM	78	ANNUAL	3,240.00	BERNARD L. STONE	50
JANIS COURTS ASSOCIATION	18	SENT-ANNUAL	675.00	LAURENCE S BLOOM	05
JEFFERSONIAN CONDOMINIUM ASSOC	12	ANNUAL	746.50	PATRICK J. LEVAR	45
KEDVALE TERRACE CONDOMINIUM	18	SENT-ANNUAL	665.00	PATRICK J. LEVAR	45
KEELF APES	9	SENT-ANNUAL	307.50	PATRICK J. LEVAR	45
KENMORE CONDO. ASSN., INC.	6	SENT-ANNUAL	275.00	EDWIN W. EISENDRATH	43
KENWOOD BEELP CONDOMINIUM	21	ANNUAL	1,078.00	LAURENCE S BLOOM	05
KERRY COURTS CONDOMINIUM ASSN.	9	ANNUAL	584.00	HELEN SHILLER	46
KEYSTONE COURTS CONDO ASSOC #2	12	ANNUAL	534.00	PATRICK J. LEVAR	45
KEYSTONE COURTS CONDO. ASSOC. #1	15	ANNUAL	547.00	EDWIN W. EISENDRATH	43
KEYSTONE SQUARE CONDO #2	24	ANNUAL	1,080.00	PATRICK J. LEVAR	45
KEYSTONE SQUARE CONDOMINIUM	18	SENT-ANNUAL	541.00	PATRICK J. LEVAR	45
KINGS COURT Condo Assoc. Limited	25	SENT-ANNUAL	985.00	JOHN S. GONDEKZE	14

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE: 2/28/90

CONDOMINIUM/ COOPERATIVE NAME	NO. OF EQUITABLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
LABELLA CASA CONDOMINIUM	12	SEMI-ANNUAL	450.00	MICHAEL F. SHEAHAN	19
LAKE SHORE LAND ASSOCIATION	16	SEMI-ANNUAL	600.00	BURTON F. NATARUS	42
LAKESIDE PLACE CONDO ASSOC.	33	ANNUAL	1,416.00	MARY ANN SMITH	48
LASALLE TERRACE CONDO ASSOC.	141	SEMI-ANNUAL	2,000.00	BURTON F. NATARUS	42
LECOUR CONDOMINIUM	27	SEMI-ANNUAL	960.75	THOMAS W. CULLERTON	38
LELAND HOUSE CONDO. ASSN.	10	SEMI-ANNUAL	375.00	THOMAS W. CULLERTON	38
LIFESTYLE 2 CONDOMINIUM	6	SEMI-ANNUAL	225.00	DAVID D. ORR	49
LINCOLN PARK FLAZA CONDOMINIUM	26	SEMI-ANNUAL	975.00	EDWIN W. EISENDRATH	43
LINCOLN PARK TOWER CONDO	346	SEMI-ANNUAL	6,470.75	EDWIN W. EISENDRATH	43
LINCOLN PARK VILLAS CONDO.	43	ANNUAL	2,746.00	EDWIN W. EISENDRATH	43
LINCOLNWOOD TERRACE CONDO.	15	ANNUAL	1,044.00	ANTHONY C. LAURINO	39
LUNT-LAKE APARTMENT TRUST	88	SEMI-ANNUAL	2,068.80	DAVID D. ORR	49
MCCONNELL APTS. CONDO. ASSN.	15	ANNUAL	1,125.00	BURTON F. NATARUS	42
MCCORMICK MANSION CONDO. ASSN.	9	ANNUAL	675.00	EDWIN W. EISENDRATH	42
MILWAUKEE COURTS CONDO ASSN.	18	ANNUAL	1,228.76	FATICK J. LEVAK	45
NEENAH MANOR CONDO ASSOCIATION	17	SEMI-ANNUAL	440.00	WILLIAM JP BANKS	36
NEU ORLEANS WEST CONDO ASSN	6	ANNUAL	450.00	MARY ANN SMITH	48
NEUBERRY MANSION, INC	6	ANNUAL	450.00	BURTON F. NATARUS	42
NEUBERRY PLAZA CONDO. ASSOC.	624	SEMI-ANNUAL	10,781.61	BURTON F. NATARUS	42
NEUGARD SQUARE CONDOMINIUM	12	ANNUAL	900.00	DAVID D. ORR	42
NORTH SHORE AVE. CONDO. ASSN.	7	SEMI-ANNUAL	262.50	DAVID D. ORR	41
NORTHWEST TERRACE CONDO ASSOC.	34	SEMI-ANNUAL	948.00	ROMAN POCINSKI	49
NOTTINGHAM MANOR CONDO ASSOC.	8	SEMI-ANNUAL	900.00	WILLIAM JP BANKS	36
OAKLEY PLACE CONDOMINIUM	5	ANNUAL	375.00	BERNARD L. STONE	50
OGDEN PK. PLACE OWNERS ASSOC.	16	ANNUAL	1,200.00	EDWIN W. EISENDRATH	43
OLCOTT VISTA CONDO ASSOC	9	ANNUAL	675.00	WILLIAM JP BANKS	36
ONE FAST SCOTT CONDO. ASSOC.	240	SEMI-ANNUAL	3,180.00	BURTON F. NATARUS	42
PALMER COURTS	12	SEMI-ANNUAL	450.00	WILLIAM JP BANKS	36
PALMER COURTS ASSOCIATION	12	SEMI-ANNUAL	450.00	WILLIAM JP BANKS	36
PALMER COURTS ASSOCIATION	12	SEMI-ANNUAL	450.00	WILLIAM JP BANKS	36
PARK GARDEN CO-OP APT. CORP.	18	ANNUAL	1,350.00	BERNARD L. STONE	50
PATTINGTON CONDO ASSOCIATION	89	SEMI-ANNUAL	3,337.50	HELEN SHULLER	46
PINE GROVE PLACE INC.	13	ANNUAL	975.00	HELEN SHULLER	46
PLANTATION CONDOMINIUM	6	ANNUAL	450.00	HELEN SHULLER	46
POINT LOMA CONDOMINIUM ASSN.	6	ANNUAL	450.00	DAVID D. ORR	49
PORTAGE MANOR CONDOMINIUM	7	SEMI-ANNUAL	267.50	THOMAS W. CULLERTON	38
PRAIRI SHORE CONDO ASSOCIATION	28	SEMI-ANNUAL	694.26	DAVID D. ORR	49
FRUIT CONDOMINIUM ASSOCIATION	8	SEMI-ANNUAL	300.00	EDWIN W. EISENDRATH	43
PURGOS VUE CONDOMINIUM	60	ANNUAL	2,961.00	WILLIAM F. KEYSERLINGER	23
RENAISSANCE CONDO.	32	SEMI-ANNUAL	1,300.00	MARY ANN SMITH	48
PIEDRE PARK CONDO. ASSN.	21	SEMI-ANNUAL	367.50	BERNARD L. STONE	50
PIQUERA CONDOMINIUM	18	SEMI-ANNUAL	675.00	DAVID D. ORR	49
SARGENT TOWER	61	ANNUAL	2,151.00	FRED B. ROTT	47
SANS SOUCI CONDO - BOARD OF	36	SEMI-ANNUAL	1,390.00	FATICK J. LEVAK	45
SHARLESBARE BUILDING CORP.	34	ANNUAL	1,600.00	DAVID D. ORR	49

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS-PASSED

MEETING DATE 2/28/90

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
SHERIDAN LAKE-SIDE CONDO.	58	ANNUAL	2,267.32	DAVID D. ORR	49
SHERIDAN SHORES CONDOMINIUM	74	ANNUAL	2,400.00	MARY ANN SMITH	48
SHERWIN ON THE LAKE CONDO.	118	SEMI-ANNUAL	2,001.95	DAVID D. ORR	49
SHORELINE CONDOMINIUM ASSN.	50	ANNUAL	2,076.00	LAWRENCE S BLOOM	05
SOUTH CRANDON CONDO. ASSN.	42	ANNUAL	1,900.00	LAWRENCE S BLOOM	05
SOUTH SHORE CLUB CONDO ASSN.	16	ANNUAL	1,200.00	LAWRENCE S BLOOM	05
SPRINGFIELD COURT CONDO. ASSN.	8	SEMI-ANNUAL	300.00	JOHN S. MAJEZYK	13
STONE TERRACE CONDO ASSOC.	10	SEMI-ANNUAL	375.00	BERNARD L. STONE	50
SURFSIDE CONDOMINIUM	188	ANNUAL	4,386.80	MARY ANN SMITH	48
THE FLMS IN ROGERS PARK CONDO.	19	ANNUAL	960.00	DAVID D. ORR	49
THE HAMPHEN GREEN CONDO ASSN.	206	SEMI-ANNUAL	2,124.00	EDWIN M. EISENDRATH	43
THE TRNS OF COURT ON BLACK-	18	ANNUAL	1,266.00	LAWRENCE S BLOOM	05
THE PARK CONDOMINIUM ASSOC.	45	SEMI-ANNUAL	1,080.00	PATRICK J. LEVAR	45
THE PARK CONDOMINIUMS	13	ANNUAL	708.00	LAWRENCE S BLOOM	05
THE PARKSHORE ASSOCIATED	115	ANNUAL	5,377.50	LAWRENCE S BLOOM	05
THE FAXTON CONDOMINIUM, INC.	18	ANNUAL	1,032.00	LAWRENCE S BLOOM	05
THE 1143 SOUTH PLYMOUTH COURT	75	SEMI-ANNUAL	1,343.28	FRED B. ROTT	01
THE 542-51 OAKDALE CONDO. ASSN.	7	ANNUAL	525.00	ROBERT SHAW	09
THE 801 SOUTH PLYMOUTH COURT	198	SEMI-ANNUAL	5,074.38	BURTON F. NATARUS	42
THORNDALE CONDOMINIUM ASSOC.	6	SEMI-ANNUAL	225.00	MARY ANN SMITH	48
THREE OAKS CONDOMINIUM ASSN.	36	ANNUAL	1,090.00	WILLIAM F. KRYSZYNIAK	23
TOWER HOMES REALTY TRUST	13	ANNUAL	540.00	LAWRENCE S BLOOM	05
TWIN GABLES CONDOMINIUM ASSN.	20	ANNUAL	1,500.00	BERNARD L. STONE	50
TWO EAST OAK CONDO ASSOC.	259	SEMI-ANNUAL	4,689.50	BURTON F. NATARUS	42
UNIVERSITY PARK CONDO. ASSN.	540	SEMI-ANNUAL	8,412.00	TIMOTHY C. EVANS	04
VEDARO CONDOMINIUM ASSOCIATION	27	ANNUAL	1,644.00	EDWIN M. EISENDRATH	43
VILLA COURT CONDOMINIUMS	9	SEMI-ANNUAL	297.00	WILLIAM F. KRYSZYNIAK	23
WATERFORD CONDO ASSOC. INC.	252	SEMI-ANNUAL	4,950.00	HELEN SHILLER	46
WESTER PARK CONDO. ASSN.	16	ANNUAL	999.02	EDWIN M. EISENDRATH	43
WESTER PARK CONDO. ASSN.	6	ANNUAL	450.00	MARY ANN SMITH	48
WESTGATE CENTER CONDOMINIUM	35	ANNUAL	1,624.50	FRED B. ROTT	01
WILDER LAKE CONDO ASSOCIATION	48	SEMI-ANNUAL	408.00	PATRICK J. LEVAR	45
WINDSOR-LONG CONDO ASSOC.	12	SEMI-ANNUAL	450.00	PATRICK J. LEVAR	45
WINONA HALL CONDOMINIUM ASSN.	6	ANNUAL	450.00	MARY ANN SMITH	48
WINSTON TOWERS 45 CONDO ASSOC	218	SEMI-ANNUAL	3,673.75	BERNARD L. STONE	50
WISCONSIN COURT CONDO. ASSN.	8	ANNUAL	564.00	EDWIN M. EISENDRATH	43
1100 LAKE SHORE DRIVE BUILDING	6	ANNUAL	450.00	DAVID D. ORR	49
1120 LAKE SHORE DRIVE BUILDING	61	SEMI-ANNUAL	2,387.50	ROBERT F. NATARUS	42
1147 WEST OHIO CONDO. ASSOC.	22	ANNUAL	1,600.00	FRED B. ROTT	01
1174 W. CHESTNUT CONDO ASSOC.	8	ANNUAL	375.00	BURTON F. NATARUS	42
1220-22 W. SHERIDAN AVENUE	7	ANNUAL	525.00	DAVID D. ORR	49
1234 RODLISON PARK CONDOMINIUM	17	ANNUAL	810.00	EDWIN M. EISENDRATH	43
1248 54 W. THORNDALE CONDO.	10	ANNUAL	250.00	MARY ANN SMITH	48
1255 STATE PARKWAY CONDOMINIUM	27	SEMI-ANNUAL	2,375.00	EDWIN M. EISENDRATH	43
1310-1313 E. 54TH STREET CONDO	6	ANNUAL	450.00	EDWIN M. EISENDRATH	43

REPORTS OF COMMITTEES

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE RATE COUNCIL ORDERS--PASSED

MEETINGS DATE 2/28/90

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF RATE	***** SPONSOR *****	
1314 EAST 54TH CONDOMINIUM	6	ANNUAL	450.00	TIMOTHY C. EVANS	04
1319-21 W. ARMORE CONDO. ASSC	6	SEMI-ANNUAL	225.00	MARY ANN SMITH	48
1340 LOUHY CONDOMINIUM ASSOC.	27	SEMI-ANNUAL	802.00	DAVID D. ORR	49
1348-50 HYDE PK. CONDO ASSOC.	6	SEMI-ANNUAL	225.00	TIMOTHY C. EVANS	04
1350 N. STATE PARKWAY CONDO.	7	ANNUAL	525.00	EDWIN M.. EISENDRATH	43
1410 NORTH STATE PARKWAY CONDO	50	ANNUAL	3,750.00	BURTON F. NATARUS	42
1441 W. FARWELL CONDO. ASSN.	22	ANNUAL	1,650.00	DAVID D. ORR	49
1450 NORTH DEARBURN PARKWAY	8	ANNUAL	600.00	BURTON F. NATARUS	42
1526-28 W. CHASE AVENUE CONDO	8	ANNUAL	600.00	DAVID D. ORR	49
160-170 W. GOETHE CONDO. ASSN.	6	SEMI-ANNUAL	225.00	BURTON F. NATARUS	42
1613-15 FARWELL CONDO. ASSN.	10	ANNUAL	750.00	EDWIN M.. EISENDRATH	43
1624-32 N. BURLING CONDO. ASSN.	9	ANNUAL	675.00	EDWIN M.. EISENDRATH	43
1601 N. ORLEANS CONDOMINIUM	8	ANNUAL	600.00	EDWIN M.. EISENDRATH	43
1815 N. ORCHARD CONDOMINIUM	6	ANNUAL	450.00	DAVID D. ORR	49
1950 W. FARWELL CONDO ASSN.	189	SEMI-ANNUAL	67,500.00	BURTON F. NATARUS	42
2001 W. FARWELL CONDO ASSN.	7	ANNUAL	450.00	EDWIN M.. EISENDRATH	43
2012 W. FARWELL CONDO ASSN.	7	SEMI-ANNUAL	337.50	EDWIN M.. EISENDRATH	43
2012 W. FARWELL CONDO ASSN.	7	SEMI-ANNUAL	337.50	EDWIN M.. EISENDRATH	43
2125 LINDEN ST. CONDO	19	ANNUAL	1,350.00	EDWIN M.. EISENDRATH	43
2142 LINDEN ST. CONDO	34	SEMI-ANNUAL	2,330.00	EDWIN M.. EISENDRATH	43
2230 ORCHARD CONDOMINIUM	35	ANNUAL	1,091.20	EDWIN M.. EISENDRATH	43
2343 N. GEMMA TERRACE CONDO	20	SEMI-ANNUAL	750.00	EDWIN M.. EISENDRATH	43
2500 N. LAKEVIEW ASSOCIATION	158	SEMI-ANNUAL	5,925.00	EDWIN M.. EISENDRATH	43
2650 LAKEVIEW CONDO ASSOC	398	SEMI-ANNUAL	8,142.00	EDWIN M.. EISENDRATH	43
2728 W. 87TH STREET CONDO	12	SEMI-ANNUAL	315.00	ROBERT T. KELLAM	18
2808-10 W. LUGAN BLVD. CONDO.	6	SEMI-ANNUAL	225.00	ROBERT T. KELLAM	33
3440 LAKE SHORE DRIVE CONDO	218	SEMI-ANNUAL	4,185.94	BERNARD J. HANSEN	44
3470 N. LAKE SHORE DRIVE CONDO	62	ANNUAL	2,624.00	BERNARD J. HANSEN	44
3500 N. LAKE SHORE DRIVE	66	ANNUAL	4,950.00	HELEN SHILLER	46
3550 CONDOMINIUM ASSOCIATION	728	ANNUAL	18,669.00	HELEN SHILLER	46
3825-27 N. KENNEDY CONDOMINIUM	6	ANNUAL	450.00	HELEN SHILLER	46
401 WEBSTER CONDO. ASSOC.	36	ANNUAL	2,166.40	EDWIN M.. EISENDRATH	43
4126-28 W. COLTON CONDO. ASSN.	9	ANNUAL	675.00	PATRICK J. LEVAR	45
4236 N. KENYALE CONDO. ASSN.	10	SEMI-ANNUAL	399.00	PATRICK J. LEVAR	45
4247-49 N. RAYSTONE CONDO INC	9	ANNUAL	675.00	PATRICK J. LEVAR	45
434 W. BRIAR STREET CONDO ASSN	8	ANNUAL	600.00	BERNARD J. HANSEN	44
455 W. 51. JAMES CONDOMINIUMS	28	ANNUAL	943.20	EDWIN M.. EISENDRATH	43
4826 NORTH PEARSON CONDO ASSC.	6	SEMI-ANNUAL	225.00	MARY ANN SMITH	48
4920 FOURTH AND BUILDING CORP.	90	ANNUAL	1,500.00	TIMOTHY C. EVANS	04
5036-38 BEZEL CONDO. ASSC.	6	ANNUAL	450.00	TIMOTHY C. EVANS	04
5017-19 KENNEDY CONDOMINIUM	6	ANNUAL	450.00	TIMOTHY C. EVANS	04
5237 W. LOOP VIEW CONDO ASSOC.	28	SEMI-ANNUAL	1,500.00	EDWIN M.. EISENDRATH	43
5381-41 S. COPPELL CONDOMINIUM	18	ANNUAL	1,350.00	EDWIN M.. EISENDRATH	43

CITY OF CHICAGO
OFFICE OF CLARIS AND LIABILITY
PERIODIC CHECK ORDERS - FOSHU

MEETING DATE 2/28/90

CONDOMINIUM/ COOPERATIVE NAME	NO. OF UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
5421 S. CORNELL AVERAGE CONDO.	16	ANNUAL	1,200.00	LAURENCE S BLOOM	05
5435-37 S. HYDE PARK CONDO.	5	ANNUAL	450.00	LAURENCE S BLOOM	05
5425 EDGEWATER PLAZA CONDO.	466	SEMI-ANNUAL	7,213.92	MARY ANN SMITH	48
5427-59 HYDE PARK CONDOMINIUM	6	ANNUAL	450.00	LAURENCE S BLOOM	05
5427-79 S. IRENE PARK BOULEVARD	6	ANNUAL	450.00	LAURENCE S BLOOM	05
5511-15 S. UNIVERSITY CONDOS	5	ANNUAL	450.00	LAURENCE S BLOOM	05
5526-28 BLACKSTONE CONDO. CORP.	6	ANNUAL	450.00	LAURENCE S BLOOM	05
5534-36 S. BURGESS CONDOMINIUM	9	ANNUAL	525.00	LAURENCE S BLOOM	05
5555 W. SHERIDAN CONDOMINIUM	18	SEMI-ANNUAL	900.00	PATRICK J. LEVAR	45
5572-59 BLACKSTONE CONDOMINIUM	12	ANNUAL	900.00	LAURENCE S BLOOM	05
5627-29 BURNHESLER CONDO. ASSN.	6	ANNUAL	450.00	LAURENCE S BLOOM	05
5740-59 S. PEARSON CONDO. ASSN.	12	ANNUAL	900.00	LAURENCE S BLOOM	05
5750 OCELL COOPERATIVE APTS.	12	SEMI-ANNUAL	450.00	ROMAN PUCINSKI	41
6-12 SCOTT COOPERATIVE APTS.	14	ANNUAL	1,050.00	BURTON F. NATARUS	42
607 WASHINGTON CONDOMINIUM	105	ANNUAL	5,254.80	EDWIN W. EISENDRATH	43
611-13 N. HULLMAN COOP CORP.	5	ANNUAL	450.00	BERNARD L. STONE	50
6120-22 NORTH HULLMAN AVENUE	6	ANNUAL	450.00	BERNARD L. STONE	50
6121 SHERIDAN ROAD CONDO. ASSN	32	SEMI-ANNUAL	1,200.00	MARY ANN SMITH	48
616-18 DELVAND CONDO. ASSN.	6	ANNUAL	450.00	HELEN SHILLER	46
620-622 DAVENPORT CONDOMINIUM	6	ANNUAL	450.00	HELEN SHILLER	46
6221-23 N. MADISON LA CONDO.	6	ANNUAL	450.00	DAVID D. ORR	49
6247-49 N. GLENNWOOD CONDO. ASSN	6	SEMI-ANNUAL	225.00	MARY ANN SMITH	48
6251-54 N. GLENNWOOD CONDO	6	ANNUAL	450.00	MARY ANN SMITH	48
6410-12 CONDOMINIUM ASSOC.	6	ANNUAL	450.00	DAVID D. ORR	49
6445 W. BELMONT CONDO. ASSN.	9	SEMI-ANNUAL	294.00	WILLIAM JP BANKS	36
6526 W. ST 34TH PLACE CORP.	6	ANNUAL	450.00	WILLIAM F. KRYSZYNIAK	23
6737 SOUTH EAST 140 CONDO.	6	SEMI-ANNUAL	225.00	LAURENCE S BLOOM	05
6825-27 NORTH WILSON CONDO.	9	SEMI-ANNUAL	225.00	ROMAN PUCINSKI	41
6853-55 N. OLDFIELD CONDO., INC	9	SEMI-ANNUAL	337.50	ROMAN PUCINSKI	41
707 WESTON TERRACE CONDO. ASSN	16	ANNUAL	1,200.00	HELEN SHILLER	46
723 GARDNER TERRACE CONDO. ASSN.	270	SEMI-ANNUAL	6,090.00	HELEN SHILLER	46
73 EAST Elm Condo ASSOC.	48	SEMI-ANNUAL	1,642.20	BURTON F. NATARUS	42
7401 SUPERIOR CONDO ASSOC.	8	SEMI-ANNUAL	300.00	DAVID D. ORR	49
7500 W. TORRE PLACE PLAZA OFFICE'S	84	SEMI-ANNUAL	1,962.00	LAURENCE S BLOOM	05
7525-27 KINGS BLDG CO-OP	6	ANNUAL	324.00	BERNARD L. STONE	50
7524 KINGS BUILDING CORP.	6	ANNUAL	303.00	BERNARD L. STONE	50
8199-51 SOUTH ROCKY CONDO.	6	ANNUAL	450.00	WILLIAM H. BEAVERS	07
8250-56 S. DEERFIELD CONDO	11	ANNUAL	325.00	KEITH A. CALDWELL	08
8319-18 S. DEERFIELD CONDO ASSOC	11	ANNUAL	325.00	KEITH A. CALDWELL	08
8320-22 S. DEERFIELD CONDO.	11	ANNUAL	325.00	KEITH A. CALDWELL	08
833 W. FULLERTON TERRACE	6	SEMI-ANNUAL	187.50	HELEN SHILLER	46
860 W. LAURENCE TERRACE CONDO	624	SEMI-ANNUAL	17,058.50	BURTON F. NATARUS	42
913 WESTERN CONDO. ASSOC.	15	ANNUAL	1,125.00	HELEN SHILLER	46
915-17 W. WASHINGTON STREET	6	ANNUAL	300.00	DAVID ANN SMITH	48
918 W. WASHINGTON CONDOMINIUM	19	ANNUAL	1,012.50	DAVID ANN SMITH	48

C I T Y O F C H I C A G O
COMMITTEE ON CLABS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 2/28/90

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****
923-29 MARQUATE TERRACE CONDO.	7	ANNUAL	525.00	MARY ANN SMITH 48
938-40 W. CARREN AVENUE CONDO.	6	ANNUAL	450.00	MARY ANN SMITH 48
932-41 W. WINDOM CONDO ASSOC.	6	ANNUAL	450.00	MARY ANN SMITH 48

(Continued from page 12042)

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on Claims and Liabilities, to which were referred sundry claims on September 22, 1987 and subsequent dates, begs leave to report as follows:

Alma J. Spralls

Louis P. Philon

Amado C. Alvarez

George Ramey

Edward Harris

Elaine Robinson

4343 Clarendon Condominium Association

David Smith

Marla D. Kushner

Norma L. Echols

Pearline Porter Meek

Luke J. Moretti

Zygmunt Nowaczyk

Illinois Farmers Insurance Group and Marie F. Lacko
Cl. B848116

Emma Ramirez

Juan Santos

Herman N. Jennings

Sampath Kumaran

John Pavelich

Joseph S. Thomas, Jr.

Allstate Insurance Company and Moshin N. Merchant
Cl. 1372260131

Allstate Insurance Company and Daniel Sabin
Cl. 1235812813

Sandra L. Anderson

Mark C. Kuhn

Andrea E. Soros

State Farm Insurance Company and Eli Cohen
Cl. 13-2501-511

The Peoples Gas Light and Coke Company
File 89-0-26

Rita A. Guerrieri

Tracey Newell

Brenda J. Short

Thomas P. Burke

Wei C. Guan

Gus Markopoulos

Metropolitan Property and Liability Insurance and Joseph Goldenberg
Cl. RM0047096

James Nicholas

Willie B. Robinson

Keith A. Royal

Peter H. Sackleh

John T. Sarver

Ronnie R. Williams

Steven T. Harris

Sharon R. Anderson

Allstate Insurance Company and James E. Dixon
Cl. 27000689785

James E. Kostro

Gary S. Osga

Pedro Perez

Ed Peters

Evelyn J. Austin

Enterprise Leasing Company of Chicago

Lettie B. Bradley

Allstate Insurance Company and Reese Price
Cl. 2520935814

Allstate Insurance Company and Robert Gueringer
Cl. 2700678457

United Services Automotive Association and Charles J. Frahm
Cl. 0331936

Home Insurance Company and Harry Weisman
Cl. 311A116114

Hareshkumar Khakhkhar

Dorothy Y. Wright

American Family Insurance Company and Elvin Groenemeyer
Cl. 671116956

John S. Korabik

Owen McHale

Bonnie D. Pearce

State Farm Insurance Company and Frank Keske
Cl. 13-5161-84

State Farm Insurance Company and Eileen Reilly
Cl. 13-2513-751

William J. Winkler

Raymond Chavez

John Davis

Terri A. Glos

Annie M. Johnson

Billie J. Kuchii

Thees Anh Nguyen

Gilbert E. Daspit, Sr.

Northern Illinois Gas Company

Darryl Townsend

James Moudry

Angeline D. Ziberna

Cleaster Montague

John H. Graham

Ruth B. Guerra

Robin Resnick

American Service Insurance Company and Rosa Pritchett
Cl. 8070379

Simon H. Rush

State Farm Insurance Company and Robert Entile
Cl. 13-4209-050

State Farm Insurance Company and Julius Janus
Cl. 13-2548-051

Keneith T. Grinstead

The Peoples Gas Light and Coke Company
File 89-0-138

The Peoples Gas Light and Coke Company
File 89-0-141

The Peoples Gas Light and Coke Company
File 89-0-146

Patricia C. Spahn

Ophelia Cage

Augustine Guardiola

Marco Maltbia

Michael J. Papa

Charlotte D. Walker

American Ambassador Casualty Company and Alvernon Taylor
Cl. 1016583

Richard Tryon

Allstate Insurance Company and Dennis Brown
Cl. 1015184425

CIGNA Property and Casualty Company and Joseph Johnson
Cl. 730C705989-9

Herbert A. Hoffman

The Peoples Gas Light and Coke Company
File 89-0-152

United Services Automotive Association and Sanford Gilbert
Cl. 702772

Prudential Property and Casualty Company and Denise Bass
Cl. 101-0147101012

Sylvia Tantillo

Agnes Turner

Adjusting Services Unlimited and Borculo Garage, Incorporated
File 09-88-203128-5

American Service Insurance Company and Kenneth Woodson
Cl. 7110260

Gary Behling

Grinnell Mutual Reinsurance Company and Ronald Dudek
Cl. 13-5189-746,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) JOSEPH S. KOTLARZ,
Chairman.

On motion of Alderman Kotlarz, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

COMMITTEE ON HEALTH.

Action Deferred -- AMENDMENT OF MUNICIPAL CODE
CHAPTER 9, SECTION 9-1(c) BY FURTHER
DEFINING QUALIFICATIONS OF
COMMISSIONER OF HEALTH.

The Committee on Health submitted the following report which was, on motion of Alderman T. Evans and Alderman Steele, *Deferred* and ordered published:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on Health, having had under consideration a proposed ordinance, signed by Mayor Richard M. Daley, considering the approval of the ordinance amending Chapter 9, Section 9-1(c) of the Municipal Code of Chicago relating to the qualifications of the Commissioner of Health, begs leave to recommend that Your Honorable Body pass the said proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) SHENEATHER Y. BUTLER,
Chairman.

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

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

SECTION 1. Chapter 9, Section 9-1(c) of the Municipal Code of Chicago is hereby amended by inserting the language in italics and by deleting the language bracketed, as follows:

9-1(c). All matters pertaining to the administration of the staff of the Board of Health and the proper protection and promotion of public health shall be in charge of a Commissioner of Health, who shall *either* be a physician, duly licensed in *[Illinois.] Illinois, or have an advanced degree in a field related to public health and professional experience in public health administration or hospital administration. If the commissioner is not a physician, at least one deputy commissioner of the Department of Health shall be a physician, duly licensed to practice in Illinois.* [Said] *The* commissioner, and one or more [assistant] *deputy* commissioners, shall be appointed by the Mayor. The Commissioner of Health, the [assistant] *deputy* commissioners of health, and the staff under their direction shall be an executive department, which shall be known as the Department of Health of the City of Chicago and shall function under the direction of and be responsible to the Mayor of the City of Chicago.

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

COMMITTEE ON INTERGOVERNMENTAL RELATIONS.

UNITED STATES CONGRESS URGED TO INCREASE ECONOMIC
SANCTIONS AGAINST REPUBLIC OF SOUTH AFRICA.

The Committee on Intergovernmental Relations submitted the following report:

CHICAGO, February 28, 1990.

To the President and the Members of the City Council:

Your Committee on Intergovernmental Relations, having had under consideration a resolution, as amended (referred on January 19, 1990) memorializing the Congress of the United States to increase economic sanctions and take other appropriate action against the apartheid regime of South Africa, begs leave to recommend that Your Honorable Body *Adopt* the said proposed resolution, as amended, which is transmitted herewith.

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

Respectfully submitted,

(Signed) ROMAN PUCINSKI,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, South Africa's most famous political prisoner, Nelson Mandela, has been released from prison and the City Council of Chicago joins the entire world and the majority of South Africans in the celebration of his release; and

WHEREAS, Although freed from prison, Nelson Mandela along with all other Africans in South Africa still cannot vote, still cannot choose where they live, still must pay for an inferior education while Afrikaners receive a free education, still face human rights violations and therefore still are not free; and

WHEREAS, Recent announcements and policy changes by the apartheid government of South Africa fall far short of dismantling apartheid and instituting a government based on

the principle of one person one vote, and is therefore merely a cover-up designed to ease the international isolation of the apartheid regime; and

WHEREAS, The need for taking action against apartheid has been recently demonstrated by a United Nations report which documents that the policy of destabilization of the South African region conducted by the apartheid regime of South Africa designed to protect the system of apartheid has resulted in the deaths of 1,591,460 people in surrounding independent African nations of Mozambique, Namibia, Zambia, Tanzania, Malawi, Zimbabwe, Lesotho, Swaziland, Botswana and Angola, including in this figure the deaths of 908,000 children under the age of five; and

WHEREAS, It was recently revealed that the Reagan and Bush administrations have inadequately applied existing congressionally mandated sanctions during the same recent period in which the majority of nations of the world intensified sanctions; now, therefore,

Be It Resolved, That the Mayor and the City Council of Chicago memorialize the United States Congress to increase economic sanctions and take other appropriate actions to isolate and pressure for an end to the illegal apartheid regime of South Africa.

COMMITTEE ON POLICE, FIRE AND MUNICIPAL INSTITUTIONS.

APPOINTMENTS OF VARIOUS INDIVIDUALS TO CHICAGO EMERGENCY TELEPHONE SYSTEM BOARD.

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on Police, Fire and Municipal Institutions held a meeting on Monday, February 26, 1990, having had under consideration communications signed by The Honorable Mayor, Richard M. Daley, appointing the following individuals to the Chicago Emergency Telephone System Board, begs leave to recommend that Your Honorable Body *Approve* the following appointments:

William C. Alletto -- term ending July 1, 1994

James K. Hefferman -- term ending July 1, 1995
Oliver U. Jones -- term ending July 1, 1992
Matt L. Rodriguez -- term ending July 1, 1991
Cortez Trotter -- term ending July 1, 1993

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

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed appointments of Mr. William C. Alletto, Mr. James K. Hefferman, Mr. Oliver U. Jones, Mr. Matt L. Rodriguez and Mr. Cortez Trotter as members of the Chicago Emergency Telephone System Board were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

**COMMITTEE ON SPECIAL EVENTS
AND CULTURAL AFFAIRS.**

**PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF
SPECIFIED STREETS FOR SUNDRY EVENTS.**

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration nine proposed orders (referred to your committee on February 7, 1990) to grant permission to various applicants for street closures, begs leave to recommend that Your Honorable Body *Pass* the proposed orders, which are transmitted herewith.

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

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

On motion of Alderman Madrzyk, the 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, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

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

Chicago Bulls.

Ordered. That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Chicago Bulls, c/o Greg C. Hanrahan, Manager of Special Events, 980 North Michigan Avenue, Suite 1600, to close to traffic South Columbus Drive, between East Jackson Boulevard and East Roosevelt Road (Field Museum); and East Congress Parkway, between South Michigan Avenue and South Columbus Drive, from 12:00

Midnite on Friday, July 27, 1990 to 6:30 P.M. on Sunday July 29, 1990, for the conduct of the Chicago Bulls 3 on 3 Tournament.

Creative Attractions, Incorporated.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Creative Attractions, Incorporated, c/o Walter M. Kenat, President, 4013 North Milwaukee Avenue, to close to traffic the East Wacker Drive extention (east of the Swiss Grand Hotel, 323 East Wacker Drive) on Thursday, October 11, 1990, from 11:00 A.M. to 1:00 A.M. and on Friday, October 12, 1990, for the conduct of an outdoor block party in conjunction with the Emergency Nurses Association Annual Convention at the Hyatt Regency, October 11 through October 14, 1990.

Greater State Street Council.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Greater State Street Council, c/o G. Brent Minor, Chairman, 36 South State Street, to close to traffic South State Street, between Jackson Boulevard and Lake Street, from 12:01 A.M. on Thursday, June 14, 1990 to 12:00 Midnight on Friday, June 15, 1990, for the conduct of the 4th Annual "Celebrate on State Street".

Illinois Institute Of Technology.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Illinois Institute of Technology, c/o Mary Jerz, Director of Alumni Relations, 77 South Wacker Drive, to close to traffic South Jefferson Street, between West Adams Street and West Jackson Boulevard, from 10:00 A.M. on Saturday, May 12 to 10:00 A.M. on Sunday, May 13, 1990, for a groundbreaking event and a reception.

Old Saint Patrick's Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Old Saint Patrick's Church, c/o Terry N. Touhy, 700 West Adams Street, to close to traffic South Desplaines Street, between West Monroe Street and West Jackson Boulevard and also West Adams Street, between the Kennedy Expressway and South Jefferson Street, from 6:00 P.M. on Thursday, July 26 to 6:00 P.M. on Sunday, July 29, 1990, for the conduct of the World's Largest Block Party (rain dates -- August 3 and 4, 1990).

Old Town Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Old Town Chamber of Commerce, c/o Angela Allyn, 1447 North Wells Street, to close to traffic North Wells Street, between West North Avenue and West Goethe Street, from 7:00 A.M. on Saturday, June 9 to 10:00 P.M. on Sunday, June 10, 1990, for the conduct of the Wells Street Art and Folk Music Festival.

Orchestral Association/Chicago Symphony Orchestra.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Orchestral Association/Chicago Symphony Orchestra, 220 South Michigan Avenue, to close to traffic South Michigan Avenue, between East Adams Street and East Jackson Boulevard, from 12:00 Midnight on Friday, October 5 to 6:00 A.M. on Sunday, October 7, 1990, for their 100th anniversary celebration with a reception to be held in a tent in front of Orchestra Hall.

Pacific Garden Mission.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Pacific Garden Mission, c/o David G. Saulnier, Superintendent, 646 South State Street, to close to traffic South State Street, between West Polk Street and

West Harrison Street, on Saturday, September 15, 1990, from 12:00 Noon to 6:00 P.M., to celebrate the 113th anniversary of the ongoing ministry of the Mission.

United Parcel Service.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to United Parcel Service, c/o Fred N. Glover, Sr., 1400 South Jefferson Street, to close to traffic West 14th Place, between South Halsted Street and South Union Avenue; West 14th Place, between South Union Avenue and South Clinton Street; West Maxwell Street, at South Clinton Street; and South Jefferson Street, from 1300 South to 1500 South, on Sunday, June 24, 1990, from 12:01 A.M. to 6:00 P.M., for the conduct of the 50th anniversary celebration of United Parcel Service.

JOINT COMMITTEE.

COMMITTEE ON FINANCE.

COMMITTEE ON AVIATION.

**ISSUANCE OF CHICAGO O'HARE INTERNATIONAL AIRPORT,
INTERNATIONAL TERMINAL SPECIAL REVENUE
BONDS, SERIES 1990A.**

A Joint Committee, composed of the members of the Committee on Finance and the members of the Committee on Aviation, submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance and Committee on Aviation, having had under consideration an ordinance authorizing the issuance of the Chicago-O'Hare International

Airport, International Terminal Special Revenue Bonds, Series 1990A, in an amount not to exceed \$500,000,000, 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 viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Committee on Finance,
Chairman.

(Signed) THOMAS W. CULLERTON,
Committee on Aviation,
Chairman.

On motion of Alderman Burke, 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, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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 currently owns and operates an airport known as Chicago-O'Hare International Airport (the "Airport"); and

WHEREAS, The City, as a home rule unit and pursuant to the Constitution, is authorized and empowered to issue its special facility revenue bonds to finance a portion of the costs of the planning, design, acquisition, construction and equipping of the Project, refunding bonds issued for interim financing of a portion of such costs, paying capitalized

interest, funding a Series Debt Service Reserve Account, and paying certain expenses in connection with the issuance of the Series 1990A Bonds, all as hereinafter defined; and

WHEREAS, To finance all or a portion of the cost of the Project, the City proposes to issue and sell its special facility revenue bonds in an aggregate principal amount not to exceed \$500,000,000; and

WHEREAS, The City desires to enter into the International Terminal Use Agreements, as hereinafter defined, in substantially the form submitted to this meeting, with airlines that will utilize the Project in order to provide, among other things, for the payment by such airlines at such times and in such amounts as will be sufficient in the aggregate to enable the City to pay when due the principal of, premium, if any, and interest on the Series 1990A Bonds; and

WHEREAS, The City desires to enter into the Master Trust Indenture, the First Supplemental Indenture and the Tax Agreement, all as hereinafter defined, with Continental Bank, National Association, as trustee, relating to the Series 1990A Bonds in substantially the forms submitted to this meeting, pursuant to which the City will issue the Series 1990A Bonds and provide for the security thereof; and

WHEREAS, The City desires to enter into an Escrow Agreement, as hereinafter defined, with Continental Bank, National Association, as escrow agent relating to the payment prior to maturity of certain previously issued bonds; and

WHEREAS, The City desires to enter into a Bond Purchase Agreement, as hereinafter defined, with a group of securities underwriters, led by Smith Barney, Harris Upham & Co., Incorporated, to be selected by the Comptroller of the City (the "Underwriters"), in substantially the form submitted to this meeting pursuant to which the City will sell and the Underwriters will purchase the Series 1990A Bonds; and

WHEREAS, There has been prepared and presented to this meeting of the City Council a form of the Preliminary Official Statement of the City, as hereinafter defined, relating to the Series 1990A Bonds; and

WHEREAS, The City and C.I.C.A. Terminal Equipment Corporation desire to enter into the Consortium Agreement, as hereinafter defined, in order to provide for the design, acquisition, installation, operation and maintenance of certain structures, improvements, facilities, equipment, buses and other airline systems for the Project; and

WHEREAS, The City desires to enter into the Professional Services Agreement, as hereinafter defined, in order to apply the techniques of professional construction management services to provide the safe, efficient and economical construction of the Project; and

WHEREAS, The City desires to amend the Fueling System Lease, as hereinafter defined, in order to permit the addition of other lessees who desire to utilize the fueling system facilities at the Airport;

Now, Therefore, In consideration of the foregoing premises,

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

SECTION 1. Findings and Determinations. The City Council hereby finds and determines:

(a) that the construction and financing of the Project as provided in this ordinance constitute a valid public purpose within the meaning of the Constitution; and

(b) that to secure the Series 1990A Bonds, the pledge and assignment by the City under the Indentures, as hereinafter defined, of certain of its rights under the International Terminal Use Agreements to the Trustee is necessary and proper.

SECTION 2. Definitions. In addition to the words and terms defined in the preambles hereto, the following words and terms shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Bond Purchase Agreement" means the Contract of Purchase to be entered into between the City and the Underwriters relating to the issuance and sale of the Series 1990A Bonds.

"City" means the City of Chicago and its successors and assigns.

"City Clerk" means the City Clerk of the City or, with respect to attestation or affixing the City seal, the Deputy City Clerk of the City.

"City Comptroller" means the Comptroller of the City.

"Consortium Agreement" means the agreement by and between the City and the C.I.C.A. Terminal Equipment Corporation, dated as of January 1, 1990, to be entered into between the City and C.I.C.A. Terminal Equipment Corporation, a corporation to be formed under Illinois law, relating to the design, acquisition, installation, operation and maintenance of certain structures, improvements, facilities, equipment, buses and other airline systems for the Project.

"Credit Facility" means the letters of credit, line of credit, bond insurance or other form of credit enhancement and/or liquidity support, if any, to be issued to the Trustee supporting payment of the Series 1990A Bonds.

"Escrow Agreement" means the Escrow Agreement dated as of March 1, 1990 to be entered into between the City and the Trustee, as Escrow Agent.

"Final Official Statement" means the Final Official Statement of the City to be dated the date of the Bond Purchase Agreement, together with the cover page, summary statement and all appendices attached thereto, relating to the Series 1990A Bonds.

"First Supplemental Indenture" means the First Supplemental Indenture to be entered into between the City and the Trustee dated as of March 1, 1990 relating to the Series 1990A Bonds.

"Fueling System Lease" means the Amended and Restated Chicago-O'Hare International Airport Fueling System Lease among the City and the airlines named therein dated as of January 1, 1985.

"Indentures" means, together, the Master Trust Indenture and the First Supplemental Indenture.

"International Terminal Use Agreements" means, collectively, each International Terminal Use Agreement and Facilities Lease dated as of January 1, 1990 to be entered into between the City and an airline party.

"Mayor" means the Mayor or the Acting Mayor of the City.

"Master Trust Indenture" means the Master Trust Indenture to be entered into between the City and the Trustee dated as of March 1, 1990.

"Preliminary Official Statement" means the Preliminary Official Statement of the City, together with the cover page, summary statement and all appendices attached thereto, relating to the Series 1990A Bonds, referred to in the Bond Purchase Agreement.

"Professional Services Agreement" means the Professional Services Agreement for Construction Management to be entered into between the City and Terminal 5 Venture.

"Project" means the Project, as defined in the Master Trust Indenture.

"Series 1989A Bonds" means the outstanding \$10,000,000 City of Chicago, Chicago-O'Hare International Airport, International Terminal Special Revenue Bonds, Series 1989A, maturing January 1, 1998.

"Series 1990A Bonds" means the Bonds as more fully described in, and authorized to be issued by, Section 4.

"Tax Agreement" means the Tax Exemption Certificate and Agreement to be entered into between the City and the Trustee, together with all exhibits and appendices thereto, relating to the Series 1990A Bonds.

"Trustee" means Continental Bank, National Association, as Trustee under both of the Indentures, and its successors in trust.

SECTION 3. Authorization of Use of Proceeds of the Series 1990A Bonds. The costs of the Project, as provided in the Indentures (as executed), are hereby authorized to be financed by the issuance of the Series 1990A Bonds as described herein. The estimated

cost of (1) the planning, design, acquisition, construction and equipping of the Project, as provided in the Indentures (as executed); (2) the payment of interest on the Series 1990A Bonds during, and for up to one year after, the period of acquisition, construction and equipping of the Project financed thereby; (3) the payment of Credit Facility fees on the Series 1990A Bonds; (4) refunding the Series 1989A Bonds; (5) funding the Series 1990A Debt Service Reserve Account, as defined in the Indentures; and (6) the expenses of issuing the Series 1990A Bonds, including without limitation, Underwriters' discount, may be financed from the proceeds of the issuance of the Series 1990A Bonds.

SECTION 4. Authorization, Terms and Payment of the Series 1990A Bonds. There are hereby authorized to be issued by the City its Series 1990A Bonds designated as provided in the First Supplemental Indenture (as executed) in an aggregate principal amount not to exceed \$500,000,000. The Series 1990A Bonds may be issuable in physical certificated form or in book entry only form registered in the name of a nominee of the Book Entry Depository (as defined in the Master Indenture); shall be issued in Authorized Denominations (as defined in the Master Indenture); and shall be dated and numbered as provided in the First Supplemental Indenture (as executed).

The Series 1990A Bonds shall mature no later than January 1, 2018, and shall bear interest at the rate or rates set forth in the First Supplemental Indenture (as executed), which rate shall not be greater than 15% per annum.

The date or dates of issuance, numbers, maturity dates, interest rate or rates (including, if applicable, the method for establishing interest rates from time to time as set forth in the First Supplemental Indenture, as executed), the dates and amounts of any mandatory sinking fund redemption requirements, the principal amount of the Series 1990A Bonds, and the aggregate purchase price or prices for the Series 1990A Bonds shall be determined as provided in Section 7 hereof. The principal of, premium, if any, and interest on the Series 1990A Bonds shall be payable as provided in the Indentures (as executed).

SECTION 5. The Series 1990A Bonds are Limited Obligations. The Series 1990A Bonds shall be limited obligations of the City secured solely by a pledge of Special Revenues (as defined in the Master Indenture) derived by the City under the International Terminal Use Agreements, and by other specified sources pledged or otherwise provided under the Indentures (as executed), and shall be a valid claim of the owners thereof only against the funds and other moneys held by the Trustee with respect to the Series 1990A Bonds and such Special Revenues, which Special Revenues shall be used to pay the principal of, premium, if any, and interest on the Series 1990A Bonds, and for such other purposes expressly authorized by the International Terminal Use Agreements and the Indentures (each as executed). The Series 1990A Bonds are not general obligations of the City and do not constitute or give rise to any pecuniary liability of the City or a charge against the general credit or taxing powers of the City, the State of Illinois or any political subdivision thereof.

SECTION 6. Assignment. As security for the due and punctual payment of the principal of, premium, if any, and interest on the Series 1990A Bonds herein authorized and as security for certain rights of any Credit Facility provider to the extent provided in the Indentures (as executed), the City will, in the Indentures (as executed), assign and pledge to the Trustee (i) the Special Revenues derived by the City under the International

Terminal Use Agreements, and (ii) any other rights or revenues assigned or pledged under the Indentures (as executed). Such assignment and pledge is hereby found and determined to be necessary and proper to secure the Series 1990A Bonds.

SECTION 7. Execution And Delivery Of The Bond Purchase Agreement And The Final Official Statement; Delegation Of Authority; Execution And Delivery Of The Series 1990A Bonds.

(a) The Mayor or the City Comptroller is hereby authorized, with the concurrence of the Chairman of the Committee on Finance, to execute and deliver the Bond Purchase Agreement providing for the sale of the Series 1990A Bonds to the Underwriters in substantially the form of the Bond Purchase Agreement submitted to this meeting, with such changes therein, subject to the limitation contained in paragraph (b) of this Section 7, as shall be approved by the officer of the City executing the Bond Purchase Agreement, the execution thereof by such officer to constitute conclusive evidence of the approval of such changes. The officer of the City executing the Bond Purchase Agreement is hereby authorized and directed to file an executed counterpart of the Bond Purchase Agreement with the City Clerk and the Trustee on the date of the closing of the sale of the Series 1990A Bonds. The Comptroller of the City is hereby authorized to select a group of securities underwriters led by Smith Barney, Harris Upham & Co., Incorporated to act as Underwriters for the Series 1990A Bonds. The sale to the Underwriters of the Series 1990A Bonds pursuant to the terms and conditions of the Bond Purchase Agreement is hereby approved.

(b) Authority is hereby delegated to the Mayor or the City Comptroller to determine the aggregate principal amount of the Series 1990A Bonds, the date or dates of issuance of the Series 1990A Bonds, the interest rate or rates for the Series 1990A Bonds, (including, if applicable, the method for establishing interest rates from time to time as set forth in the First Supplemental Indenture, as expected), the dates and amounts of any mandatory sinking fund redemption requirements for the Series 1990A Bonds, the number of such Series 1990A and the purchase price or prices of the Series 1990A Bonds; provided, however, that (i) the aggregate principal amount of the Series 1990A Bonds shall not exceed the amount specified in Section 4; (ii) the aggregate purchase price for the Series 1990A Bonds shall not be less than ninety-seven percent (97%) of the principal amount thereof; and (iii) the interest rate or rates for the Series 1990A Bonds shall not be greater than 15% per annum.

(c) To evidence the exercise of the authority delegated to the Mayor and the City Comptroller pursuant to paragraph (b) of this Section 7, the Mayor or the City Comptroller is hereby directed to execute and file with the Trustee, on the date of the closing of the sale of the Series 1990A Bonds, a certificate setting forth the determinations made pursuant to the authority granted by such paragraph, which certificate shall constitute conclusive evidence of the proper exercise of such authority. In addition, the Mayor or the City Comptroller shall file in the Office of the City Clerk, on the date of the closing of the sale of the Series 1990A Bonds, a notification of sale of the Series 1990A Bonds setting forth the aggregate principal amount of the Series 1990A Bonds, the interest rate or rates for the Series 1990A Bonds, the dates and amounts of any mandatory sinking fund redemption requirements for the Series 1990A Bonds, the number of such series and the purchase price or prices of the Series 1990A Bonds.

(d) The distribution of the Preliminary Official Statement and the Final Official Statement, in substantially the form of the form of the Preliminary Official Statement submitted to this meeting, to prospective purchasers and the use thereof by the Underwriters in connection with the offering of the Series 1990A Bonds are hereby authorized and approved. The Mayor or the City Comptroller is hereby authorized, in the name and on behalf of the City, to execute and deliver to the Underwriters the Final Official Statement in substantially the form of the form of the Preliminary Official Statement submitted to this meeting, with such changes therein as shall be approved by the officer executing the same, the execution or acceptance thereof by such officer to constitute conclusive evidence of the approval of the form of the Final Official Statement. The officer of the City executing the Final Official Statement is hereby authorized and directed to file an executed copy of the Final Official Statement with the City Clerk and the Trustee on the date of the closing of the sale of the Series 1990A Bonds.

(e) The form of the Series 1990A Bonds, in substantially the form submitted to this meeting, subject to appropriate insertions and revisions in order to comply with the provisions of the Indentures and the Bond Purchase Agreement (each as executed) is hereby approved. Pursuant to the Indentures, the Mayor or the City Comptroller (or such other person designated pursuant to the First Supplemental Indenture) shall execute the Series 1990A Bonds on behalf of the City, by manual or facsimile signature, and the corporate seal of the City or a facsimile thereof shall be affixed, imprinted, engraved or otherwise reproduced on the Series 1990A Bonds and they shall be attested by the manual or facsimile signature of the City Clerk.

Upon such execution on behalf of the City, the Series 1990A Bonds shall be delivered to the Trustee for authentication and thereupon shall be authenticated by the Trustee and shall be delivered pursuant to written order of the City authorizing and directing the delivery of the Series 1990A Bonds to or upon the order of the Underwriters.

(f) No further approval or action of this body shall be necessary or required for the actions, executions and deliveries contemplated in and directed in this Section 7 to be effective and any such actions, executions and deliveries shall constitute the legal and validly binding actions of the City.

SECTION 8. Execution Of The International Terminal Use Agreements; Delegation Of Authority.

(a) The form of International Terminal Use Agreements, in substantially the form submitted to this meeting, is hereby authorized and approved.

(b) From the date hereof through December 31, 1990, the Mayor or the City Comptroller is hereby authorized to execute and deliver, for and on behalf of the City, and the City Clerk is hereby authorized, as appropriate, to attest the same and to affix thereto the corporate seal of the City, International Terminal Use Agreements with terms expiring on December 31, 2008 or May 11, 2018 with such airlines as the Commissioner of the Department of Aviation shall designate in writing to such officer of the City. From and

after the date hereof, the Mayor, the City Comptroller or the Commissioner of the Department of Aviation is hereby authorized to execute and deliver, for and on behalf of the City, and the City Clerk is hereby authorized, as appropriate, to attest the same and to affix thereto the corporate seal of the City, International Terminal Use Agreements with month to month terms, provided that any such agreement shall expire no later than May 11, 2018. The International Terminal Use Agreements may contain such changes consistent with the purposes and intent of this ordinance as shall be approved by the officer executing the same (including without limitation, the inclusion in each such agreement of a description of any exclusive use premises of the airline party to such agreement), the execution or acceptance thereof by such officer to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein; and from and after the execution and delivery of the above-described agreements, the officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such agreements (as executed).

(c) No further approval or action of this body shall be necessary or required for the actions, executions and deliveries contemplated in and directed in this Section 8 to be effective and any such actions, executions and deliveries shall constitute the legal and validly binding actions of the City.

SECTION 9. Execution Of Other Documents; Delegation Of Authority.

(a) The Indentures, the Bond Purchase Agreement, the Escrow Agreement, the Tax Agreement, the amendment to the Fueling System Lease and the Professional Services Agreement, in substantially the forms submitted to this meeting, are hereby authorized and approved.

(b) The Mayor or the City Comptroller is hereby authorized, for and on behalf of the City, to enter into the Consortium Agreement, providing for C.I.C.A. Terminal Equipment Corporation to act as agent for the City in connection with designing, acquiring, purchasing, installing and maintaining the Equipment (as defined in the International Terminal Use Agreement), providing for the matters set forth in Article XVI of the International Terminal Use Agreement and providing for any other matters which, in such officer's discretion, are not inconsistent with the provisions of Article XVI of the International Terminal Use Agreement or the purposes and intent of this ordinance, the execution or acceptance thereof by such officer to constitute conclusive evidence of this City Council's approval thereof.

(c) The Mayor or the City Comptroller is hereby authorized, for and on behalf of the City, to execute and deliver the Indentures, the Bond Purchase Agreement, the Escrow Agreement, the Tax Agreement and the amendment to the Fueling System Lease in substantially the forms submitted to this meeting, and the City Clerk is hereby authorized, as appropriate, to attest the same and affix thereto the corporate seal of the City. The Indentures, the Bond Purchase Agreement, the Escrow Agreement, the Tax Agreement and the amendment to the Fueling System Lease may contain such changes consistent with the purposes and intent of this ordinance as shall be approved by the officer executing

the same, the execution or acceptance thereof by such officer to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein; and from and after the execution and delivery of the above-described agreements, the officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such agreements (as executed).

(d) The Mayor or the City Comptroller is hereby authorized, for and on behalf of the City, to add additional signatories to the Fueling System Lease from time to time as provided in the amendment to the Fueling System Lease, in substantially the form submitted to this meeting; and from and after the execution and delivery of the amendment to the Fueling System Lease, the officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to evidence the addition of such signatories.

(e) The Mayor, subject to the approval of the City Comptroller, is hereby authorized, for and on behalf of the City, to execute and award the Professional Services Agreement in substantially the form submitted to this meeting. The Commissioner of the Department of Public Works, or his designee, is hereby authorized, for and on behalf of the City, to execute such affidavits, assurances, certificates and other documents, including without limitation, amendments to the Professional Services Agreement which do not increase the aggregate payments stated therein, as may be necessary for the completion of the Project and the implementation of the purposes and intent of this ordinance.

(f) No further approval or action of this body shall be necessary or required for the actions, executions and deliveries contemplated in and directed in this Section 9 to be effective and any such actions, executions and deliveries shall constitute the legal and validly binding actions of the City.

SECTION 10. Appointment of Trustee and Book Entry Depository. The appointment of Continental Bank, National Association, as Trustee under the Master Trust Indenture and the First Supplemental Indenture is hereby authorized, approved and confirmed. The Mayor or the City Comptroller may, in such officer's discretion, specify whether, for efficient administration thereof, the Series 1990A Bonds should be registered in book entry only form, and if so determined, such officer is authorized to appoint Midwest Securities Trust Company, Chicago, Illinois or Depository Trust Company, New York, New York (or their nominee) as securities depository for the 1990A Bonds.

SECTION 11. Credit Facility. The Mayor or the City Comptroller may, in such officer's discretion, select a Credit Facility (as defined in the Master Trust Indenture) to support or secure payment of the Series 1990A Bonds, if deemed necessary by such officer for the efficient marketing of the Series 1990A Bonds, and if so determined, such officer is hereby authorized to select the Credit Provider (as defined in the Master Trust Indenture). The Credit Facility and the Reimbursement Agreement (each as defined in the Master Trust Indenture) relating thereto in the standard forms of the Credit Provider with such changes as deemed necessary by such officer, at a cost commensurate with industry standards, are hereby authorized and approved, the execution or acceptance thereof by such officer to constitute conclusive evidence of such approval.

SECTION 12. Directions to Redeem the Series 1989A Bonds. The City hereby directs the Mayor or the City Comptroller to file instructions with the trustee for the Series 1989A Bonds to redeem the Series 1989A Bonds as provided in the Indentures and the Escrow Agreement (each as executed). The City shall also instruct the trustee for the Series 1989A Bonds to send notice of redemption to the owners of the Series 1989A Bonds in the manner and at the times provided in the Indenture of Trust dated as of July 1, 1989 between the City and Harris Trust and Savings Bank, pursuant to which the Series 1989A Bonds were issued, so as to provide for the redemption of such Series 1989A Bonds in accordance with the provisions of the Indentures and the Escrow Agreement (each as executed).

SECTION 13. Approval Of Proceedings.

(a) On January 30, 1989, the City Council of the City, as the applicable elected representative of the City in accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended, held a public hearing of the Committee on Finance of the City Council of the City regarding the issuance of special facility revenue bonds, and approved the issuance of the Series 1989A Bonds and a financing plan in an aggregate principal amount not to exceed \$400,000,000 to finance the Project located at the Airport.

(b) In furtherance of the ordinance passed by the City Council of the City on June 22, 1988, the City expresses the intention to issue Series 1990A Bonds, in an aggregate principal amount not to exceed \$500,000,000 (or such further amount to cover costs agreed to by the parties to the International Terminal Use Agreements) to finance the costs set forth in Section 3 hereof.

SECTION 14. Allocation of Volume Cap. By the adoption of this ordinance, the City hereby allocates to the Series 1990A Bonds and the Project, to the extent described in the Tax Agreement (as executed), volume cap authorization in accordance with Section 103(n) of the Internal Revenue Code of 1954, as amended, and Section 146 of the Internal Revenue Code of 1986.

SECTION 15. Performance Provisions. The Mayor and the City Comptroller, for and on behalf of the City shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this ordinance, the execution and delivery of the Series 1990A Bonds and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this ordinance. The Mayor and the City Comptroller and the other officers, agents and employees of the City (including the Commissioners of the Department of Aviation and the Department of Public Works) are hereby further authorized, empowered and directed, for and on behalf of the City, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this ordinance or to evidence such authority, and to exercise and otherwise take all action necessary to the full realization of the rights, accomplishments, obligations and purposes of the City under the Series 1990A Bonds, the International Terminal Use Agreements, the Indentures, the Tax Agreement, the Escrow Agreement, the Consortium Agreement, the Credit Facility, the amendment to the Fueling System

Lease, the Professional Services Agreement, the Preliminary Official Statement, the Final Official Statement and the Bond Purchase Agreement.

SECTION 16. Proxies. The Mayor and the City Comptroller may each designate another to act as their respective proxy and to affix their respective signatures to the Series 1990A Bonds, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by such officer 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 indentifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for such officer. A written signature of such officer, respectively executed by the person so designated, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk and the Trustee. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the City Comptroller is so affixed to an instrument, certificate or document at the direction of the City Comptroller, the same, in all respects, shall be binding on the City as if signed by the City Comptroller in person.

SECTION 17. Equal Employment and Minority Business Participation. It is the policy of the City to comply with all local, state and federal laws and regulations, where applicable, regarding equal employment opportunity and minority business participation, and the City Council of the City is desirous that the City avoid penalties and grant forfeitures resulting from non-compliance with such local, state and federal laws and regulations.

SECTION 18. Severability. It is the intention of this City Council that, if any section, paragraph, clause or provision of this ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 19. Captions. The captions or headings of this ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of this ordinance.

SECTION 20. Conflicting Provisions Repealed. All ordinances, resolutions, orders, or parts thereof, heretofore adopted by this City Council, in conflict with the provisions of this ordinance are, to the extent of such conflict, hereby repealed.

SECTION 21. Effective Date. The City Clerk is hereby authorized and directed to publish this ordinance in pamphlet form. This ordinance shall take effect immediately upon its passage.

[Professional Services Agreement attached to this ordinance
on file and available for public inspection in
the Office of the City Clerk.]

International Terminal Use Agreements, Master Trust Indenture, First Supplemental Indenture and Tax Agreement, Escrow Agreement, Contract of Purchase, Special Terminal, Series 1990A Bonds and Amendment to Fueling System Lease attached to this ordinance read as follows:

Chicago-O'Hare International Airport

*International Terminal Use Agreement And
Facilities Lease.*

This Agreement, made and entered into as of the 1st day of January, 1990, by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City"), and the airline named on the signature page hereof ("Airline").

Witnesseth:

Whereas, City owns and operates Chicago-O'Hare International Airport and has the power to grant rights and privileges with respect thereto; and

Whereas, City plans to construct a new international terminal building and related facilities at the airport; and

Whereas, City and Airline desire to set forth their agreement regarding the financing and construction of the facilities and improvements included in the International Terminal and their respective rights and obligations regarding the use and operation of the International Terminal;

Now, Therefore, In consideration of the premises and of the mutual covenants and agreements herein contained, City and Airline agree as follows:

*Article I.**Definitions.*

Section 1.01 -- Definitions.

The following words, terms and phrases shall, for purposes of this Agreement, have the following meanings:

"Agreement" means this International Terminal Use Agreement and Facilities Lease, as hereinafter amended or supplemented from time to time in accordance with its terms.

"Air Transportation Business" means the business of air transportation, as defined in the Federal Aviation Act of 1958, as amended.

"Aircraft Operator" means the owner, lessee or operator of an aircraft whether the aircraft so owned, leased or chartered is used for private, military, pleasure or governmental operations, or for airline or non-airline operations, or for scheduled or non-scheduled operations. "Aircraft Operator" shall not mean the pilot of an aircraft unless such pilot is also the owner or lessee thereof or a person to whom such aircraft is chartered.

"Airfield Area" shall have the meaning set forth in the 1983 Airport Use Agreement.

"Airlines' Design and Construction Representative" means International Terminal Associates or such other person or firm selected by a Majority-in-Interest of International Terminal Airline Parties, with the approval of City, as the Airlines' Design and Construction Representative.

"Airlines' Executive Committee" means the committee formed by the International Terminal Airline Parties to participate in the design and construction process for the International Terminal, consisting of representatives of British Airways, American Airlines, Japan Airlines, SAS- Scandinavian Airlines System and United Airlines. The members of the Airlines' Executive Committee may be changed by a Majority-in-Interest of International Terminal Airline Parties by written notice to the Commissioner.

"Airport" means Chicago-O'Hare International Airport as shown on Exhibit A, together with any additions thereto, or improvements or enlargements thereof, hereafter 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.

"Allocated G.A.R.B. Debt Service" means, for any Fiscal Year, G.A.R.B. Debt Service allocated to the International Terminal Area for such Fiscal Year pursuant to the terms of the 1983 Airport Use Agreement.

"Allocated G.A.R.B. Investment Income" means, for any Fiscal Year, G.A.R.B. Investment Income allocated to the International Terminal Area for such Fiscal Year pursuant to the terms of the 1983 Airport Use Agreement.

"Allocated Terminal Support Area Net Deficit or Net Revenues" means, for any Fiscal Year, Terminal Support Area Net Deficit or Net Revenues, as the case may be, allocated to the International Terminal Area for such Fiscal year pursuant to the terms of the 1983 Airport Use Agreement.

"Approved Maximum Landing Weight" means, for any aircraft operated by Airline, the maximum landing weight of such aircraft as set forth in Airline's government-approved operating manual.

"Base Year" means 1995, or if Section 5.14(b) comes into effect in 1995 or earlier, then the last full Fiscal Year prior to the Date of Beneficial Occupancy of the International Terminal.

"Capital Project Component" means a Capital Project Component described in Exhibit E.

"City's Architects and Engineers" means Group One Design, or such other architects and engineers selected by City, after reasonable notice to the Airlines' Design and Construction Representative, authorized to practice in the State of Illinois, and who, in the case of an individual, shall not be a director, officer or employee of either City or any International Terminal Airline Party.

"City's Construction Manager" means Terminal 5 Venture or such other person or firm selected by City as its construction manager, with the approval of a Majority-Interest of International Terminal Airline Parties.

"Commissioner" means the Commissioner of the Department of Aviation of City, or any successor to the duties of such official.

"Common Use Premises" means, at any time, those areas of the International Terminal which are commonly used airline areas and are not Exclusive Use Premises, and which consist of, among other things, holdroom waiting areas, holdroom arrival vestibules, outbound baggage rooms, interline baggage pick-up, recheck lobbies, baggage claim areas and the F.I.S. Facility.

"Component Cost Estimate" shall have the meaning set forth in Section 7.03(c).

"Consortium Agreement" means the Agreement by and between the City of Chicago and C.I.C.A. T.E.C. related to the Equipment dated as of January 1, 1990, as hereinafter amended or supplemented.

"Construction Management Agreement" means that certain Professional Services Agreement for Construction Management dated as of March 27, 1989 between the City and Terminal 5 Venture, as hereafter amended or supplemented.

"Date of Beneficial Occupancy of the International Terminal" means the date on which Deplaned Passengers first are processed at the F.I.S. Facility in the International Terminal.

"Departed Airline Party" shall have the meaning set forth in Section 11.02(a).

"Deplaned Common Use Cost Center" means the International Terminal Cost Center of the same name described and depicted in Exhibit B. If in any Fiscal Year, the number of Deplaned Passengers of all International Terminal Airline Parties whose International Terminal Use Agreements either expire in 2008 or 2018 is zero, the Deplaned Common Use Cost Center shall be deemed to be part of the Enplaned Common Use Cost Center and there shall be no Deplaned Common Use Cost Center for such Fiscal Year.

"Deplaned Common Use Cost Center I.T.-C.R.C. Requirement" means, for any Fiscal Year, the Deplaned Common Use Cost Center I.T.-C.R.C. Requirement calculated pursuant to Section 5.05 for such Fiscal Year.

"Deplaned Common Use Cost Center S.R.B. Requirement" means, for any Fiscal Year, the Deplaned Common Use Cost Center S.R.B. Requirement calculated pursuant to Section 5.09 for such Fiscal Year.

"Deplaned Passengers" means all terminating and all incoming on-line transfer and off-line transfer passengers arriving at the International Terminal. Deplaned Passengers do not include through passengers.

"Deplaned Replacement Fees" means, with respect to any International Terminal Airline Party, the Deplaned Replacement Fees calculated pursuant to Section 11.02(d).

"Design Capacity" shall have the meaning set forth in Section 11.01(b) hereof.

"Election Year" shall mean, with respect to a Departed Airline Party, that year established pursuant to Section 11.02(a).

"Enplaned Common Use Cost Center" means the International Terminal Cost Center of the same name described and depicted in Exhibit B. If in any Fiscal Year, the number of Enplaned Passengers of all International Terminal Airline Parties whose International Terminal Use Agreements expire either in 2008 or 2018 is zero, the Enplaned Common Use Cost Center shall be deemed to be part of the Deplaned Common Use Cost Center and there shall be no Enplaned Common Use Cost Center for such Fiscal Year.

"Enplaned Common Use Cost Center I.T.-C.R.C. Requirement" means, for any Fiscal Year, the Enplaned Common Use Cost Center I.T.-C.R.C. Requirement calculated pursuant to Section 5.04 for such Fiscal Year.

"Enplaned Common Use Cost Center S.R.B. Requirement" means, for any Fiscal Year, the Enplaned Common Use Cost Center S.R.B. Requirement calculated pursuant to Section 5.08 for such Fiscal Year.

"Enplaned Passengers" means all originating and all outgoing on-line transfer and off-line transfer revenue passengers departing from the International Terminal.

"Enplaned Replacement Fees" means, with respect to any International Terminal Airline Party, the Enplaned Replacement Fees calculated pursuant to Section 11.02(c).

"Equipment" means the structures, improvements, facilities, equipment, buses and other airline systems for the International Terminal, as described in Exhibit C.

"Equipment Cost Center" means the International Terminal Cost Center of the same name described in Exhibit B.

"Event of Default" means, with respect to each International Terminal Airline Party, an Event of Default, as defined in Section 18.01.

"Exclusive Use Cost Center" means the International Terminal Cost Center of the same name described and depicted in Exhibit B.

"Exclusive Use Cost Center I.T.-C.R.C. Requirement" means, for any Fiscal Year, the Exclusive Use Cost Center I.T.-C.R.C. Requirement calculated pursuant to Section 5.03 for such Fiscal Year.

"Exclusive Use Cost Center S.R.B. Requirement" means, for any Fiscal Year, the Exclusive Use Cost Center S.R.B. Requirement calculated pursuant to Section 5.07 for such Fiscal Year.

"Exclusive Use Premises" means, at any time, for each International Terminal Airline Party, those areas and facilities in the International Terminal which, pursuant to Article IV, are then leased to such International Terminal Airline Party for its exclusive occupancy and use.

"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.

"Federal Inspection Service Facility" or "F.I.S. Facility" means facilities at the Airport provided for the United States Customs Service, the United States Immigration and Naturalization Service, the United States Department of Health and Human Services, and the United States Department of Agriculture, and any successor departments or services thereto, for their use or for the processing of arriving international passengers.

"Fee Landing" means any landing at the Airport of an aircraft except (i) an aircraft which takes off from the Airport and, without making a stop at any other airport, returns to and lands at the Airport because of meteorological conditions, mechanical or

operating causes, or any emergency or precautionary reason, or (ii) an aircraft which is owned by and used exclusively in the service of the United States of America or the government of any state, territory or possession thereof or therein.

"Final Audit" means the annual audit report described in Section 6.06.

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

"Fueling System" shall have the meaning set forth in the 1983 Airport Use Agreement.

"Fueling System Fees" means, with respect to each 1983 Airline Party, the Fueling System Fees calculated pursuant to Article V of such 1983 Airline Party's 1983 Airport Use Agreement, and with respect to each International Terminal Airline Party that is a signatory to the Fueling System Lease and is not a 1983 Airline Party, the Fueling System Fees calculated pursuant to Section 5.13 of such International Terminal Airline Party's International Terminal Use Agreement.

"Fueling System Lease" means the Amended and Restated Fueling System Lease dated as of January 1, 1985, by and among City and various persons engaged in an Air Transportation Business, as hereafter amended or supplemented from time to time in accordance with its terms.

"G.A.R.B. Debt Service" means Debt Service, as defined in the 1983 Airport Use Agreement.

"G.A.R.B. Investment Income" means Investment Income, as defined in the 1983 Airport Use Agreement.

"G.A.R.B.O." means the 1983 Chicago-O'Hare International Airport General Airport Revenue Bond Ordinance.

"Ground Transportation System" means the system operated by City, either directly or through an independent contractor, and employed in the conveyance of passengers and employees solely within the boundaries of the Airport, including all vehicles, equipment, stations, maintenance areas, and rights-of-way of such system.

"I.T.-C.R.C. Deplaned Common Use Charges" means the I.T.-C.R.C. Deplaned Common Use Charges calculated pursuant to Section 5.05.

"I.T.-C.R.C. Deplaned Replacement Fees" means those Deplaned Replacement Fees included in the calculation of the Deplaned Common Use Cost Center I.T.-C.R.C. Requirement.

"I.T.-C.R.C. Enplaned Common Use Charges" means the I.T.-C.R.C. Enplaned Common Use Charges calculated pursuant to Section 5.04.

"I.T.-C.R.C. Enplaned Replacement Fees" means those Enplaned Replacement Fees included in the calculation of the Enplaned Common Use Cost Center I.T.-C.R.C. Requirement.

"I.T.-C.R.C. Equipment Charges" means the I.T.-C.R.C. Equipment Charges calculated pursuant to Section 5.06.

"I.T.-C.R.C. Terminal Rentals" means the I.T.-C.R.C. Terminal Rentals calculated pursuant to Section 5.03.

"Independent Accountant" means a certified public accountant selected by City, licensed to practice in the State of Illinois, and who (i) in the case of an individual, shall not be a director, officer or employee of either City, any 1983 Airline Party or any International Terminal Airline Party, and (ii) may be the accountant that regularly audits the books of City or the Airport.

"Interim International Terminal" means Terminal 4 at the Airport.

"International Terminal" means the new international terminal building and related facilities and improvements to be constructed at the Airport.

"International Terminal Aircraft Parking Areas" means those areas adjacent to the International Terminal or located at a hardstand designated from time to time by City for the parking of aircraft and support vehicles, and the loading and unloading of passengers and cargo by those persons engaged in an Air Transportation Business using the International Terminal.

"International Terminal Airline Party" means, at any time, Airline and each other person actively engaged in an Air Transportation Business at the Airport who then has an International Terminal Use Agreement in effect with City.

"International Terminal Airlines' Representative" means the person so designated by a Majority-in-Interest of International Terminal Airline Parties by written notice to the Commissioner. Any such designation shall remain in effect until revoked or modified by a Majority-in-Interest of International Terminal Airline Parties by written notice to the Commissioner.

"International Terminal Area" shall have the meaning set forth in the 1983 Airport Use Agreement.

"International Terminal Area Fees and Charges" means, for any Fiscal Year, the aggregate of (i) I.T.-C.R.C. Terminal Rentals, I.T.-C.R.C. Enplaned Common Use Charges, I.T.-C.R.C. Deplaned Common Use Charges, I.T.-C.R.C. Equipment Charges, I.T.-C.R.C. Enplaned Replacement Fees and I.T.-C.R.C. Deplaned Replacement Fees payable by the International Terminal Airline Parties for such Fiscal Year and (ii) the Enplaned Common Use Cost Center I.T.-C.R.C. Requirement, the Deplaned Common Use Cost Center I.T.-C.R.C. Requirement and the O. & M. Expenses of the International Terminal

Area allocated to the Equipment Cost Center payable by the International Terminal Airline Parties for such Fiscal Year pursuant to Section 5.14(b).

"International Terminal Cost Centers" means the Exclusive Use Cost Center, the Enplaned Common Use Cost Center, the Deplaned Common Use Cost Center and the Equipment Cost Center.

"International Terminal Government Grants-in-Aid" means those moneys granted to City by the United States of America or any agency thereof, or the State of Illinois, or any political subdivision or agency thereof other than City, to pay for all or a portion of the cost of the International Terminal Project; provided, however, that International Terminal Government Grants-in-Aid shall not include any payments made for services rendered at the Airport.

"International Terminal Project" means the capital projects at the Airport described in Exhibit E, as the same may be amended from time to time in accordance with the terms of this Agreement.

"International Terminal Special Capital Project Expenditure" means a Special Capital Project Expenditure approved by a Majority-in-Interest of International Terminal Airline Parties pursuant to Section 7.09.

"International Terminal Use Agreement" means (i) this Agreement and (ii) each other international terminal use agreement and facilities lease, with respect to the International Terminal, identical in substance (except with respect to Exclusive Use Premises described therein and the term thereof) to this Agreement.

"Landing Fee Rate" means the Landing Fee Rate established pursuant to Article V of the 1983 Airport Use Agreement.

"Landing Fees" means, with respect to each 1983 Airline Party, the Landing Fees calculated pursuant to Article V of such 1983 Airline Party's 1983 Airport Use Agreement, and with respect to each International Terminal Airline Party that is not a 1983 Airline Party, the Landing Fees calculated pursuant to Section 5.11 of such International Terminal Airline Party's International Terminal Use Agreement.

"Land Support Area" shall have the meaning set forth in the 1983 Airport Use Agreement.

"Majority-in-Interest of International Terminal Airline Parties" means, during any Fiscal Year, either (i) any five or more International Terminal Airline Parties which, in the aggregate, paid 50% or more of International Terminal Area Fees and Charges and Special Revenue Bond Fees and Charges paid by all International Terminal Airline Parties for the preceding Fiscal Year, or (ii) any numerical majority of International Terminal Airline Parties, which, in the aggregate, paid 50% or more of International Terminal Area Fees and Charges and Special Revenue Bond Fees and Charges paid by all International Terminal Airline Parties for the preceding Fiscal Year. For purposes of determining a Majority-in-Interest of International Terminal Airline Parties, no airline

with a Month-to-Month Agreement shall be deemed an International Terminal Airline Party, and no airline shall be deemed an International Terminal Airline Party so long as an Event of Default with respect to such International Terminal Airline Party has occurred and is continuing, and City has given written notice of such Event of Default to such International Terminal Airline Party. Whenever approval of or action by a Majority-in-Interest of International Terminal Airline Parties is required hereunder, it shall be evidenced in writing by the International Terminal Airlines' Representative.

"Month-to-Month Agreement" means an International Terminal Use Agreement, the term of which is month-to-month and which is terminable by either party thereto upon thirty (30) days' written notice to the other party.

"1983 Airline Party" means, at any time, each person actively engaged in the Air Transportation Business at the Airport who then has a 1983 Airport Use Agreement in effect with City.

"1983 Airport Use Agreement" means collectively (i) that certain Amended and Restated Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1985 by and between City and each of American Airlines, Inc., Braniff, Inc., Continental Airlines, Inc., Delta Airlines, Inc., Eastern Airlines, Inc., Federal Express Corporation, Northwest Airlines, Inc., Trans World Airlines, Inc., United Airlines, Inc., and USAir, Inc., (ii) each other airport use agreement and terminal facilities lease, with respect to the Airport, substantially the same (except with respect to the exclusive use premises and aircraft parking area described therein) and having the same expiration date as the agreement described in (i) above, and (iii) in the case of an all-cargo carrier, its airport use agreement, with respect to the Airport, substantially the same (except with respect to the exclusive use premises and aircraft parking area described therein) and having the same expiration date as the agreement described in (i) above, together with a cargo facilities lease of no shorter duration than such airport use agreement; in each case as amended or supplemented from time to time.

"Non-Airline Revenues of the International Terminal Area" means, for any Fiscal Year, Non-Use Agreement Revenues, as defined in the 1983 Airport Use Agreement, for such Fiscal Year, allocated to the International Terminal Area pursuant to the terms of the 1983 Airport Use Agreement, including, for example, concession revenues of the International Terminal Area, but excluding, for purposes of this Agreement only, International Terminal Area Fees and Charges payable hereunder.

"Operation and Maintenance Expenses of the International Terminal Area" or "O. & M. Expenses of the International Terminal Area" means, for any Fiscal Year, Operation and Maintenance Expenses, as defined in the 1983 Airport Use Agreement, for such Fiscal Year, allocated to the International Terminal Area pursuant to the terms of the 1983 Airport Use Agreement, any amounts payable with respect to an International Terminal Special Capital Project Expenditure, and any amounts payable for leasing property to be used for hardstand parking of aircraft and for leasing buses for the operation of such hardstand.

"Preliminary Project Cost Estimate" shall have the meaning set forth in Section 7.01.

"Preliminary Component Cost Estimate" shall have the meaning set forth in Section 7.01.

"Professional Services Agreement" means that certain Professional Services Agreement dated September 23, 1988, between City and Group One Design, as hereafter amended or supplemented.

"Project Cost Estimate" shall have the meaning set forth in Section 7.03(c).

"Public Use Premises" means, at any time, all areas of the International Terminal which are not Exclusive Use Premises or Common Use Premises, and which consist of, among other things, areas for passenger movement, concession areas, basement areas, City offices and operations areas, public restrooms, public waiting areas, entrances, exits, chases, building support areas not open to the general public (such as mechanical and electrical areas, janitor closets, and heating and refrigeration facilities).

"Rules and Regulations" means the rules and regulations governing the conduct and operation of the Airport promulgated by the Commissioner in accordance with Section 12.01.

"S.R.B. Deplaned Common Use Charges" means the S.R.B. Deplaned Common Use Charges calculated pursuant to Section 5.09.

"S.R.B. Deplaned Replacement Fees" means those Deplaned Replacement Fees included in the calculation of the Deplaned Common Use Cost Center S.R.B. Requirement.

"S.R.B. Enplaned Common Use Charges" means the S.R.B. Enplaned Common Use Charges calculated pursuant to Section 5.08.

"S.R.B. Enplaned Replacement Fees" means those Enplaned Replacement Fees included in the calculation of the Enplaned Common Use Cost Center S.R.B. Requirement.

"S.R.B. Equipment Charges" means the S.R.B. Equipment Charges calculated pursuant to Section 5.10.

"S.R.B. Terminal Rentals" means the S.R.B. Terminal Rentals calculated pursuant to Section 5.06.

"Special Capital Project Expenditure" shall have the meaning set forth in the 1983 Use Agreement.

"Special Revenue Bonds" means all bonds of City issued pursuant to the Special Revenue Bond Master Indenture.

"Special Revenue Bond Debt Service and Fund Deposit Requirements" means, for any Fiscal Year, all amounts required to be collected by City from the International Terminal Airline Parties required to meet all debt service, rate covenant and fund

deposit requirements for such Fiscal Year, under the Special Revenue Bond Master Indenture.

"Special Revenue Bond Fees and Charges" means, for any Fiscal Year, the aggregate of (i) S.R.B. Terminal Rentals, S.R.B. Enplaned Common Use Charges, S.R.B. Deplaned Common Use Charges, S.R.B. Equipment Charges, S.R.B. Enplaned Replacement Fees and S.R.B. Deplaned Replacement Fees payable by the International Terminal Airline Parties for such Fiscal Year, (ii) Special Revenue Bond Debt Service and Fund Deposit Requirements payable by the International Terminal Airline Parties pursuant to Section 5.14(a) for such Fiscal Year, and (iii) the Enplaned Common Use Cost Center S.R.B. Requirement, the Deplaned Common Use Cost Center S.R.B. Requirement and the Special Revenue Bond Debt Service and Fund Deposit Requirements allocated to the Equipment Cost Center payable by the International Terminal Airline Parties for such Fiscal Year pursuant to Section 5.14(b).

"Special Revenue Bond Master Indenture" means the Master Trust Indenture Securing Chicago-O'Hare International Airport International Terminal Special Revenue Bonds from City to the Trustee.

"Terminal Area" shall have the meaning set forth in the 1983 Airport Use Agreement.

"Terminal Support Area" shall have the meaning set forth in the 1983 Airport Use Agreement.

"Terminal Support Area Net Deficit or Net Revenues" means Terminal Support Area Net Deficit or Net Revenues calculated in accordance with Section 12.01 of the 1983 Airport Use Agreement.

"Trustee" means the trustee appointed under the Special Revenue Bond Master Indenture or any successor thereto.

Section 1.02 -- Interpretation.

(a) The terms "hereby", "herein", "hereof", "hereto", "hereunder" and any similar terms used in this Agreement refer to this Agreement.

(b) All references in this Agreement to articles, sections or exhibits, unless otherwise expressly indicated, are to articles, sections or exhibits of this Agreement and to the same articles, sections and exhibits of each other International Terminal Airline Party's International Terminal Use Agreement.

(c) Words importing persons shall include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(d) Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for

convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) Words importing the singular shall include the plural and vice versa.

(f) All references to a number of days shall mean calendar days, unless otherwise expressly indicated.

Section 1.03 -- Incorporation Of Exhibits.

The following exhibits attached hereto are hereby made a part of this Agreement:

- Exhibit A Chicago-O'Hare International Airport
- Exhibit B International Terminal Cost Centers
- Exhibit C Equipment
- Exhibit D Gate Access and Assignment Principles
- Exhibit E International Terminal Project
- Exhibit F Airline's Exclusive Use Premises
- Exhibit G Allocation Methodology
- Exhibit H Description of Operation and Maintenance Responsibilities

Article II.

Term.

Section 2.01 -- Term Of Agreement.

(a) If executed and delivered by Airline and City on or prior to the Date of Beneficial Occupancy of the International Terminal, this Agreement shall be effective and binding upon the parties hereto as of January 1, 1990. If executed and delivered by Airline and City after the Date of Beneficial Occupancy of the International Terminal, this Agreement shall be effective and binding upon the parties hereto when it has been executed and delivered by both parties. Unless sooner terminated as provided herein, this Agreement shall terminate on December 31, 2008 or May 11, 2018, or shall be a Month-to-Month Agreement and shall terminate upon thirty (30) days' written notice from either party to

the other, in any case as indicated on Airline's signature page hereof under "Election of Term".

(b) If, by Airline's designation on its signature page hereof, this Agreement terminates on December 31, 2008, Airline in its sole discretion, at any time during the term hereof prior to December 31, 2007, may elect, by written notice to the Commissioner, to extend the term of this Agreement to May 11, 2018. Upon receipt by the Commissioner of such written notice and so long as an Event of Default with respect to Airline has not occurred and is not then continuing, the term of this Agreement shall, without any further action on the part of either party, be extended to May 11, 2018.

Section 2.02 -- Commencement Of Rights And Obligations.

(a) The understandings, agreements, rights and obligations set forth in this Agreement in each and all of its Articles and Sections, except the rights and obligations of Airline and City set forth in Section 5.14, Article VII and Article VIII, shall commence on the Date of Beneficial Occupancy of the International Terminal.

(b) The rights and obligations of Airline and City set forth in Section 3.04(b), Section 5.11, Section 5.14, Article VII and Article VIII shall commence upon the date of effectiveness of this Agreement.

Article III.

Grant Of Rights.

Section 3.01 -- Use Of Airfield Area And International Terminal Aircraft Parking Areas.

(a) Airline shall have the right to conduct an Air Transportation Business at the Airport, to act as a contract or private carrier, and to perform all operations and functions as are incidental, necessary or proper thereto, including the following:

(i) The right to land, take-off, fly and move aircraft operated by Airline on the Airfield Area;

(ii) The right to use the International Terminal Aircraft Parking Areas as provided in Section 3.05 to permit Airline's employees, agents and contractors to load and unload persons, property, cargo and mail upon or from aircraft operated by Airline, and, if on a temporary basis or if permitted by Section 17.03, by another person engaged in an Air Transportation Business, by such means as may be reasonably necessary or convenient;

(iii) The right to use the International Terminal Aircraft Parking Areas as provided in Section 3.05 to service aircraft and other equipment operated by Airline, and, if on a temporary basis or if permitted by Section 17.03, by another person engaged in an Air Transportation Business, with gasoline, oil, greases, lubricants and other fuel or propellant, and with foods and beverages and other supplies and materials, by such means as may be reasonably necessary or proper;

(iv) The right to repair, condition, maintain, test and park aircraft and other equipment operated by Airline, and, if on a temporary basis or if permitted by Section 17.03, by another person engaged in an Air Transportation Business, on the International Terminal Aircraft Parking Areas; provided, however, such repair, conditioning, maintenance and testing shall be limited to those activities at the time commonly considered routine ramp servicing (which term includes the activities referred to in items (ii) and (iii) above);

(v) The right to park aircraft on aircraft parking areas (other than the International Terminal Aircraft Parking Areas) designated from time to time by City as available for common use;

(vi) Subject to Section 3.07(f), the right to train personnel in its employ or under its direction;

(vii) The right to sell, dispose of or exchange its aircraft, engines, accessories, gasoline, oil, greases, lubricants, other fuel or propellant, other equipment or supplies, and any articles or goods used by or acquired by Airline in connection with its conduct of an Air Transportation Business; provided, however, that Airline shall not sell, dispose of or exchange any such items to persons other than its employees or other Aircraft Operators, unless such items represent surplus items at the time no longer reasonably necessary in connection with the conduct by Airline of its Air Transportation Business; and, provided further, that Airline shall not sell, dispose of or exchange gasoline, oil, greases, lubricants, fuel or propellants, except to other persons conducting an Air Transportation Business;

(viii) The right to operate and maintain such mobile communications equipment, motor vehicles and other manner of conveyance as may be reasonably necessary or convenient for its operations;

(ix) The right to purchase or otherwise obtain and use services and personal property of any nature (including aircraft, engines, accessories, gasoline, oil, greases, lubricants, other fuel or propellant, foods, beverages, other equipment and supplies and any articles or goods) reasonably necessary or convenient for its operation from any supplier of its choice;

(x) The installation, maintenance and operation by Airline, alone or jointly with other International Terminal Airline Parties, of aircraft air-conditioning equipment, auxiliary power to service parked aircraft, aircraft start-up equipment and such other miscellaneous aircraft support equipment as may be reasonably necessary or convenient to the conduct by Airline of an Air Transportation Business; and

(xi) The right to conduct any operations or activities other than those enumerated above, reasonably related to the landing, taking-off, flying, moving, loading, unloading or ramp servicing of aircraft or the movement of passengers, which are reasonably necessary or convenient to the conduct by Airline of an Air Transportation Business; provided, however, that all such other operations and activities shall be subject to the prior written approval of the Commissioner.

(b) The foregoing shall not be construed to authorize Airline to conduct any business other than an Air Transportation Business at the Airport. The rights enumerated above may be exercised by Airline, alone or in conjunction with any other International Terminal Airline Party, directly or through another person designated by Airline, or designated by Airline and such International Terminal Airline Party jointly. The rights enumerated in item (a) (iii) above to service aircraft and other equipment may be exercised only with respect to aircraft and other equipment operated by persons engaged in the Air Transportation Business.

Section 3.02 -- Communications Equipment.

Airline shall have the right to install, maintain and operate, at such location or locations at the Airport as may have the prior written approval of the Commissioner, communications, meteorological and aerial navigation equipment, information and data processing equipment, and other similar facilities as may be reasonably necessary or convenient to the conduct by Airline of an Air Transportation Business; provided, however, that the exercise of such right and privilege shall not interfere with City's operation of the Airport for the benefit of all Aircraft Operators using the Airport.

Section 3.03 -- Use Of Exclusive Use Premises.

(a) Airline shall have the right to use its Exclusive Use Premises for any and all purposes reasonably necessary, convenient or incidental to the conduct by Airline of an Air Transportation Business, including the following purposes:

(i) The installation, maintenance and operation of customer relations, security and waiting room facilities and equipment, reservation offices, administrative offices, operations offices, lockers, restrooms and related facilities, baggage, cargo and mail-handling and storage facilities and equipment;

(ii) The handling of reservations, ticketing, billing and manifesting of passengers, and the handling of baggage, express cargo, property and mail, by Airline employees, agents or contractors or by self-service equipment operated by customers or passengers of Airline;

(iii) The installation, maintenance and operation of radio and other communications equipment and information and data processing equipment;

(iv) The operation, by Airline or an independent contractor, of passenger clubs and lounges where, to the extent permitted by law, Airline may serve food and beverages with or without charge;

(v) The training of personnel in the employ of or under the direction of Airline;

(vi) Subject to the provisions of Section 3.03(d), the maintenance and operation, by Airline or by an independent contractor, of an employees' cafeteria or restaurant, the preparation and serving of foods and beverages (including the maintenance and operation of vending machines dispensing such food and beverages, tobacco products and any other merchandise) for consumption by Airline's agents and employees, with the further right to do any and all things necessary, required or convenient therewith, including the imposition of charges for such food and beverages; provided, however, that the location of such facilities shall be limited to areas within Airline's Exclusive Use Premises not intended to be open to the general public; and

(vii) The maintenance and operation of facilities and equipment and the carrying on of activities reasonably necessary, convenient or incidental to carry out any or all of the foregoing.

(b) Nothing in this Agreement shall be construed to permit the use of Airline's Exclusive Use Premises for the sale of air travel insurance (unless such insurance is not otherwise available in the International Terminal) or for public restaurants or merchandising operations, or for the conduct of any business other than Airline's Air Transportation Business.

(c) City shall not, without obtaining Airline's prior written approval, apply for or use any International Terminal Government Grants-in-Aid to pay for all or part of Airline's Exclusive Use Premises, if the application for or use of such International Terminal Government Grants-in-Aid would materially adversely affect Airline's exclusive use of such Exclusive Use Premises.

(d) The rights enumerated in Section 3.03(a)(iv) and (vi) above may be exercised by Airline (i) in connection with its International Terminal operations or (ii) if not in connection with its International Terminal operations, then only to the extent not prohibited by any agreements to which City is a party as of the date of effectiveness of this Agreement; provided, however, City shall not extend or renew any agreements prohibiting the exercise by Airline of such rights.

Section 3.04 -- Use Of Public Use Premises And Other Public Areas; Ingress And Egress.

(a) Airline and its employees, agents, passengers, guests, patrons, invitees, its or their

suppliers of materials and furnishers of services shall have the non-exclusive right to use, in common with others, those Public Use Premises provided for public use by City, and all other public areas of the Airport, together with all improvements, facilities and equipment now or hereafter located thereon, including, without limitation: passenger walkways, passenger loading facilities, public lounges, public lobbies, public waiting rooms, public hallways, stairways and escalators, public restrooms, and public roads and parking lots. Nothing herein shall be deemed to convey to Airline any interest or property rights in the Public Use Premises, or any improvements thereto. The Public Use Premises shall be in the possession and control of City and shall at all times remain public property to be used only as public airport facilities, except as may be otherwise provided herein.

(b) Except as hereinafter provided, Airline shall have the right (i) of ingress to and egress from the Airport for its employees, agents, passengers, guests, patrons and invitees, its or their suppliers of materials and furnishers of services, and its or their equipment, aircraft, vehicles, machinery and other property, (ii) to provide transportation of employees of Airline to, from and within the Airport, (iii) to provide transportation of passengers of Airline within the Airport, and (iv) to provide transportation for passengers of Airline to and from the Airport in the event of an emergency closing of the Airport or another airport or in the event of an unexpected cancellation of scheduled flights. Except as in this Agreement otherwise specifically provided, no charges, fees or tolls of any nature, direct or indirect, shall be imposed by City upon Airline, its employees, agents, passengers, guests, patrons and invitees, or its or their suppliers of materials and furnishers of services, for such right of ingress and egress, or for the privilege of purchasing, selling or using for a purpose herein permitted any materials or services purchased or otherwise obtained by Airline, or for transporting, loading, unloading or handling persons, property, cargo or mail in connection with Airline's Air Transportation Business, or for 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 fee not inconsistent with the rights and privileges granted to Airline hereunder. Notwithstanding the foregoing, nothing in this Section 3.04 shall be deemed to permit City to levy, or preclude City from levying, a passenger facility charge or other similar tax at the Airport.

Section 3.05 -- Priority Use Of Common Use Premises And International Terminal Aircraft Parking Areas.

Airline shall have the right to use, on a priority basis in common with other International Terminal Airline Parties, the Common Use Premises and the International Terminal Aircraft Parking Areas. Airline shall have the right to use the holdroom portions of the Common Use Premises for the enplaning and deplaning of passengers. City shall adopt written rules and regulations to be followed and enforced by City with respect to access to and use of the Common Use Premises, which rules and regulations shall not be

inconsistent with the terms of the Consortium Agreement. City shall adopt, consistent with the principles set forth in Exhibit D, written rules and regulations to be followed and enforced by City with respect to priority of access to and use of the International Terminal Aircraft Parking Areas. Such written rules and regulations, and any subsequent changes thereto, will be adopted by City after consultation with the International Terminal Airline Parties.

Section 3.06 -- Construction, Operation And Maintenance And Use Of Fueling System.

If Airline is a signatory to each of the Fueling System Lease, the Participation Agreement between the Fueling System lessees and the Operating Agreement and the Administrative Services Agreement between the Fueling System lessees and the designated operator of the Fueling System, Airline shall have the obligation to construct, operate and maintain, and the non-exclusive right to use, in common with others, the Fueling System, which obligation and right shall be governed by, and subject to restrictions contained in, the Fueling System Lease and the aforescribed associated agreements. Any International Terminal Airline Party that is not a signatory to the Fueling System Lease and to such other associated agreements shall not have the benefits or obligations of a lessee or a participating airline thereunder.

Section 3.07 -- Restrictions.

The foregoing rights and privileges of Airline are subject to the following specific restrictions.

(a) City may, from time to time, temporarily or permanently close roadways, ramp areas, doorways and any other areas at the Airport for the purpose of facilitating necessary construction, maintenance or repairs of facilities at the Airport, so long as reasonable means of ingress and egress to and from the International Terminal and the Airfield Area remain available. City shall consult with Airline prior to any such closing which would adversely affect Airline's operations at the Airport unless such closing is necessitated by circumstances which pose an immediate threat to the health or safety of persons using the Airport. Airline hereby releases and discharges City, its successors and assigns, from any and all claims, demands or causes of action which Airline may have arising from the fact that such areas have been closed.

(b) City may prohibit the use of the Airfield Area by any aircraft operated or controlled by Airline which exceeds the design strength of the paving of the runways and taxiways, so long as such prohibition also extends to similar aircraft operated by other Aircraft Operators.

(c) Except as otherwise expressly provided herein or unless otherwise expressly permitted to do so, Airline shall not install, maintain or operate, or permit the installation, maintenance or operation in the International Terminal Area of, any vending machine or device designed to dispense or sell food, beverages, tobacco, or merchandise of any kind, except in areas which are not intended to be open to the general public.

(d) Airline shall not do or authorize to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewage system, water system, communications system, fire protection system, or any other part of the utility, electrical or other systems installed or located from time to time at the Airport.

(e) Airline shall not do or authorize to be done anything at the Airport (i) which may constitute a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement or (ii) which will invalidate or conflict with any insurance policies covering the Airport. If, by reason of any failure on the part of Airline to comply with the provisions of this subsection, the cost of any such insurance or extended coverage is at any time higher than it otherwise would be, then Airline shall, at its option (1) provide an equivalent insurance policy written by an insurance company qualified to do business in the State of Illinois, or (2) pay City that part of all premiums paid by City which are charged because of such violation or failure by Airline.

(f) Airline shall limit its training flights into and out of the Airport to necessary F.A.A. qualification flights, and shall coordinate such training and other nonscheduled flight activities with representatives of the Department of Aviation of City. If requested by City, Airline shall restrict all such activities to certain hours so as to not interfere with scheduled flight activities of other Aircraft Operators using the Airport.

(g) City, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right at all reasonable times to enter Airline's Exclusive Use Premises for the purpose of inspecting the same, for emergency repairs to utilities systems, and for the doing of any act which City may be obligated or have the right to do under this Agreement; provided, however, that in exercising such rights, City shall not unreasonably interfere with Airline's use and occupancy of its Exclusive Use Premises.

(h) City shall have the right to operate and maintain the Ground Transportation System with all necessary and reasonable means of ingress thereto and egress therefrom; provided, however, that in exercising such rights, City shall not unreasonably interfere with Airline's use and occupancy of its Exclusive Use Premises or Airline's use of the Common Use Premises.

Article IV.

Lease Of International Terminal Facilities.

Section 4.01 -- Exclusive Use Premises.

(a) Effective as of the Date of Beneficial Occupancy of the International Terminal, City shall without any further action lease to Airline, and Airline shall without any further action hire and take from City for Airline's exclusive use, the Exclusive Use Premises described and depicted on Exhibit F, together with all improvements and fixtures located therein, subject to all of the terms and conditions of this Agreement.

(b) The dimensions of the areas shown in Exhibit F to be occupied by Airline subsequent to the Date of Beneficial Occupancy of the International Terminal Area are approximate only. City will take field measurements of Airline's Exclusive Use Premises, and Exhibit F shall be amended, if necessary, to reflect such field measurements. Each such field measurement of Airline's and of each other International Terminal Airline Party's Exclusive Use Premises shall be made on the same basis using the same standard of measurement. Airline shall be entitled to have a representative present when such field measurements are taken.

(c) City shall make Airline's Exclusive Use Premises available to Airline and Airline's contractors at the earliest practicable date to permit construction and installation by Airline of fixtures, equipment and improvements necessary or desirable to permit such premises to be used by Airline for their intended purposes. Any construction and installation of fixtures must comply with the requirements of Section 9.02.

Article V.

Calculation Of Rentals, Fees And Charges.

Section 5.01 -- General Commitment.

(a) The aggregate of all International Terminal Area Fees and Charges payable each Fiscal Year under all International Terminal Use Agreements by all International Terminal Airline Parties shall be sufficient to pay for the net cost (excluding Special Revenue Bond Debt Service and Fund Deposit Requirements) of the International Terminal Area for such Fiscal Year.

(b) The aggregate of all Special Revenue Bond Fees and Charges payable each Fiscal Year under all International Terminal Use Agreements by all International Terminal Airline Parties shall be sufficient to pay the Special Revenue Bond Debt Service and Fund Deposit Requirements for such Fiscal Year.

Section 5.02 -- Cost Centers; Allocation Methodology.

(a) In order to allocate the net cost of operating, maintaining and developing the International Terminal among all of the International Terminal Airline Parties, the following International Terminal Cost Centers have been created hereunder: the Exclusive Use Cost Center, the Enplaned Common Use Cost Center, the Deplaned Common Use Cost Center and the Equipment Cost Center.

(b) In order to calculate International Terminal Area Fees and Charges, City shall account for and allocate between the International Terminal Cost Centers, O. & M. Expenses of the International Terminal Area, Allocated G.A.R.B. Debt Service, Allocated Terminal Support Area Net Deficit or Net Revenues (as the case may be), and Non-Airline Revenues of the International Terminal Area. O. & M. Expenses of the International Terminal Area, Allocated G.A.R.B. Debt Service and Allocated Terminal Support Area Net Deficit and Net Revenues shall be allocated between the International Terminal Cost Centers (excluding the Equipment Cost Center) based on the relative number of square feet of such International Terminal Cost Center, as adjusted to reflect passenger usage of such International Terminal Cost Centers in accordance with the methodology described in Exhibit G. O. & M. Expenses of the International Terminal Area shall be allocated to the Equipment Cost Center to the extent such expenses are incurred by the City with respect to Equipment. Non-Airline Revenues of the International Terminal Area shall be allocated among the International Terminal Cost Centers (excluding the Equipment Cost Center) in accordance with the methodology described in Exhibit G.

(c) In order to calculate Special Revenue Bond Fees and Charges, City shall allocate 100% of the Special Revenue Bond Debt Service and Fund Deposit Requirements between the International Terminal Cost Centers based on actual expenditures made in each such International Terminal Cost Center out of the proceeds of Special Revenue Bonds, as adjusted to reflect passenger usage of the International Terminal Cost Centers in accordance with the methodology described in Exhibit G.

Section 5.03 -- I.T.-C.R.C. Terminal Rentals.

(a) Airline's I.T.-C.R.C. Terminal Rentals for each Fiscal Year shall be an aggregate amount equal to the product of (i) the number of square feet of Airline's Exclusive Use Premises, multiplied by (ii) the I.T.-C.R.C. Base Rental Rate for such Fiscal Year, if this Agreement expires in 2018, or the I.T.-C.R.C. Premium Rental Rate, if this Agreement expires in 2008, or the I.T.-C.R.C. Month-to-Month Rental Rate, if this Agreement is a Month-to-Month Agreement.

(b) Until December 31, 2008, the I.T.-C.R.C. Base Rental Rate for any Fiscal Year shall be determined by dividing the Exclusive Use Cost Center I.T.-C.R.C. Requirement for such Fiscal Year by the sum (i) the total number of square feet of Exclusive Use Premises of all International Terminal Airline Parties whose International Terminal Use Agreements expire in 2018 and (ii) 125% of the total number of square feet of Exclusive Use Premises of International Terminal Airline Parties whose International Terminal Use Agreements expire in 2008. The I.T.-C.R.C. Premium Rental Rate for any Fiscal Year during such period shall be the I.T.-C.R.C. Base Rental Rate for such Fiscal Year multiplied by 125%. The I.T.-C.R.C. Month-to-Month Rental Rate for any Fiscal Year during such period shall be the I.T.-C.R.C. Premium Rental Rate for such Fiscal Year multiplied by 135%.

(c) Commencing January 1, 2009, the I.T.-C.R.C. Base Rental Rate for any Fiscal Year shall be determined by dividing the Exclusive Use Cost Center I.T.-C.R.C. Requirement for such Fiscal Year by the total number of square feet of Exclusive Use Premises of all International Terminal Airline Parties whose International Terminal Use Agreements expire in 2018. The I.T.-C.R.C. Month-to-Month Rental Rate for any Fiscal Year during such period shall be the I.T.-C.R.C. Base Rental Rate for such Fiscal Year multiplied by 135%.

(d) The Exclusive Use Cost Center I.T.-C.R.C. Requirement for any Fiscal Year shall equal:

(i) O. & M. Expenses of the International Terminal Area allocated to the Exclusive Use Cost Center for such Fiscal Year;

plus

(ii) Allocated G.A.R.B. Debt Service (reduced by Allocated G.A.R.B. Investment Income) allocated to the Exclusive Use Cost Center for such Fiscal Year;

plus

(iii) Allocated Terminal Support Area Net Deficit, if any, allocated to the Exclusive Use Cost Center for such Fiscal Year;

minus

(iv) Non-Airline Revenues of the International Terminal Area allocated to the Exclusive Use Cost Center for such Fiscal Year;

minus

(v) I.T.-C.R.C. Terminal Rentals payable in such Fiscal Year by International Terminal Airline Parties having Month-to-Month Agreements;

minus

(vi) Allocated Terminal Support Area Net Revenues, if any, allocated to the Exclusive Use Cost Center for such Fiscal Year.

Section 5.04 -- I.T.-C.R.C. Enplaned Common Use Charges.

(a) Airline's I.T.-C.R.C. Enplaned Common Use Charges for each Fiscal Year shall be an aggregate amount equal to the product of (i) the number of Enplaned Passengers of Airline in such Fiscal Year, multiplied by (ii) the I.T.-C.R.C. Base Enplaned Passenger Rate for such Fiscal Year, if this Agreement expires in 2018, or the I.T.-C.R.C. Premium Enplaned Passenger Rate for such Fiscal Year, if this Agreement expires in 2008, or the I.T.-C.R.C. Month-to-Month Enplaned Passenger Rate for such Fiscal Year, if this Agreement is a Month-to-Month Agreement.

(b) Until December 31, 2008, the I.T.-C.R.C. Base Enplaned Passenger Rate for any Fiscal Year shall be determined by dividing the Enplaned Common Use Cost Center I.T.-C.R.C. Requirement for such Fiscal Year by the sum of (i) the total number of Enplaned Passengers of all International Terminal Airline Parties whose International Terminal Use Agreements expire in 2018 and (ii) 125% of the total number of Enplaned Passengers of all International Terminal Airline Parties whose International Terminal Use Agreements expire in 2008. The I.T.-C.R.C. Premium Enplaned Passenger Rate for any Fiscal Year during such period shall be the I.T.-C.R.C. Base Enplaned Passenger Rate for such Fiscal Year multiplied by 125%. The I.T.-C.R.C. Month-to-Month Enplaned Passenger Rate for any Fiscal Year during such period shall be (A) the average of the I.T.-C.R.C. Base Enplaned Passenger Rate and the I.T.-C.R.C. Premium Enplaned Passenger Rate for such Fiscal Year multiplied by (B) 135%.

(c) Commencing January 1, 2009, the I.T.-C.R.C. Base Enplaned Passenger Rate for any Fiscal Year shall be determined by dividing the Enplaned Common Use Cost Center I.T.-C.R.C. Requirement for such Fiscal Year by the total number of Enplaned Passengers of all International Terminal Airline Parties whose International Terminal Use Agreements expire in 2018. The I.T.-C.R.C. Month-to-Month Enplaned Passenger Rate for any Fiscal Year during such period shall be the I.T.-C.R.C. Base Enplaned Passenger Rate for such Fiscal Year multiplied by 135%.

(d) The Enplaned Common Use Cost Center I.T.-C.R.C. Requirement for any Fiscal Year shall equal:

(i) O. & M. Expenses of the International Terminal Area allocated to the Enplaned Common Use Cost Center for such Fiscal Year;

plus

(ii) Allocated G.A.R.B. Debt Service (reduced by Allocated G.A.R.B. Investment Income) allocated to the Enplaned Common Use Cost Center for such Fiscal Year;

plus

(iii) Allocated Terminal Support Area Net Deficit, if any, allocated to the Enplaned Common Use Cost Center for such Fiscal Year;

minus

(iv) Non-Airline Revenues of the International Terminal Area allocated to the Enplaned Common Use Cost Center for such Fiscal Year;

minus

(v) I.T.-C.R.C. Enplaned Common Use Charges payable in such Fiscal Year by International Terminal Airline Parties having Month-to-Month Agreements;

minus

(vi) Enplaned Replacement Fees to the extent applicable in accordance with Section 5.08 (d) (iii);

minus

(vii) Allocated Terminal Support Area Net Revenues, if any, allocated to the Enplaned Common Use Cost Center for such Fiscal Year.

Section 5.05 -- I.T.-C.R.C. Deplaned Common Use Charges.

(a) Airline's I.T.-C.R.C. Deplaned Common Use Charges for each Fiscal Year shall be an aggregate amount equal to the product of (i) the number of Deplaned Passengers of Airline in such Fiscal Year, multiplied by (ii) the I.T.-C.R.C. Base Deplaned Passenger Rate for such Fiscal Year, if this Agreement expires in 2018, or the I.T.-C.R.C. Premium Deplaned Passenger Rate of such Fiscal Year, if this Agreement expires in 2008, or the I.T.-C.R.C. Month-to-Month Deplaned Passenger Rate for such Fiscal Year, if this Agreement is a Month-to-Month Agreement.

(b) Until December 31, 2008, the I.T.-C.R.C. Base Deplaned Passenger Rate for any Fiscal Year shall be determined by dividing the Deplaned Common Use Cost Center I.T.-C.R.C. Requirement for such Fiscal Year by the sum of (i) the total number of Deplaned Passengers of all International Terminal Airline Parties whose International Terminal Use Agreements expire in 2018 and (ii) 125% of the total number of Deplaned Passengers of International Terminal Airline Parties whose International Terminal Use Agreements expire in 2008. The I.T.-C.R.C. Premium Deplaned Passenger Rate for any Fiscal Year during such period shall be the I.T.-C.R.C. Base Deplaned Passenger Rate for such Fiscal Year multiplied by 125%. The I.T.-C.R.C. Month-to-Month Deplaned Passenger Rate for any Fiscal Year during such period shall be (A) the average of the I.T.-C.R.C. Base Deplaned Passenger Rate and the I.T.-C.R.C. Premium Deplaned Passenger Rate for such Fiscal Year multiplied by (B) 135%.

(c) Commencing January 1, 2009, the I.T.-C.R.C. Base Deplaned Passenger Rate for any Fiscal Year shall be determined by dividing the Deplaned Common Use Cost Center I.T.-C.R.C. Requirement for such Fiscal Year by the total number of Deplaned Passengers of all International Terminal Airline Parties whose International Terminal Use Agreements expire in 2018. The I.T.-C.R.C. Month-to-Month Deplaned Passenger Rate for any Fiscal Year during such period shall be the I.T.-C.R.C. Base Deplaned Passenger Rate for such Fiscal Year multiplied by 135%.

(d) The Deplaned Common Use Center I.T.-C.R.C. Requirement for any Fiscal Year shall equal:

(i) O. & M. Expenses of the International Terminal Area allocated to the Deplaned Common Use Cost Center for such Fiscal Year;

plus

(ii) Allocated G.A.R.B. Debt Service (reduced by Allocated G.A.R.B. Investment Income) allocated to the Deplaned Common Use Cost Center for such Fiscal Year;

plus

(iii) Allocated Terminal Support Area Net Deficit, if any, allocated to the Deplaned Common Use Cost Center for such Fiscal Year;

plus

(iv) International Terminal Area Fees and Charges unpaid by any International Terminal Airline Party when due and reasonably deemed in such Fiscal Year to be uncollectible after collection efforts have been undertaken by City in accordance with Section 10.03, including any amounts paid by City out of the Airport Development Fund or the Emergency Reserve Fund created under the 1983 Airport Use Agreement, as required by the 1983 Airport Use Agreement;

minus

(v) Non-Airline Revenues of the International Terminal Area allocated to the Deplaned Common Use Cost Center for such Fiscal Year;

minus

(vi) I.T.-C.R.C. Deplaned Common Use Charges payable in such Fiscal Year by International Terminal Airline Parties having Month-to-Month Agreements;

minus

(vii) Deplaned Replacement Fees to the extent applicable in accordance with Section 5.09(d)(iv);

minus

(viii) Allocated Terminal Support Area Net Revenues, if any, allocated to the Deplaned Common Use Cost Center for such Fiscal Year.

Section 5.06 -- I.T.-C.R.C. Equipment Charges.

(a) Airline's I.T.-C.R.C. Equipment Charges for each Fiscal Year in which City incurs any O. & M. Expenses of the International Terminal Area allocated to the Equipment Cost Center shall be an aggregate amount equal to the product of (i) the total number of Enplaned Passengers and Deplaned Passengers of Airline in such Fiscal Year, multiplied by (ii) the I.T.-C.R.C. Equipment Rate for such Fiscal Year.

(b) The I.T.-C.R.C. Equipment Rate for any Fiscal Year shall be determined by dividing (i) O. & M. Expenses of the International Terminal Area allocated to the Equipment Cost Center, if any, for such Fiscal Year by (ii) the total number of Enplaned and Deplaned Passengers of all International Terminal Airline Parties in such Fiscal Year.

Section 5.07 -- S.R.B. Terminal Rentals.

(a) Airline's S.R.B. Terminal Rentals for each Fiscal Year shall be an aggregate amount equal to the product of (i) the number of square feet of Airline's Exclusive Use Premises, multiplied by (ii) the S.R.B. Base Rental Rate for such Fiscal Year, if this Agreement expires in 2018, or the S.R.B. Premium Rental Rate, if this Agreement expires in 2008, or the S.R.B. Month-to-Month Rental Rate, if this Agreement is a Month-to-Month Agreement.

(b) Until December 31, 2008, the S.R.B. Base Rental Rate for any Fiscal Year shall be determined by dividing the Exclusive Use Cost Center S.R.B. Requirement for such Fiscal Year by the sum (i) the total number of square feet of Exclusive Use Premises of all International Terminal Airline Parties whose International Terminal Use Agreements expire in 2018 and (ii) 125% of the total number of square feet of Exclusive Use Premises of International Terminal Airline Parties whose International Terminal Use Agreements expire in 2008. The S.R.B. Premium Rental Rate for any Fiscal Year during such period shall be the S.R.B. Base Rental Rate for such Fiscal Year multiplied by 125%. The S.R.B. Month-to-Month Rental Rate for any Fiscal Year during such period shall be the S.R.B. Premium Rental Rate for such Fiscal Year multiplied by 135%.

(c) Commencing January 1, 2009, the S.R.B. Base Rental Rate for any Fiscal Year shall be determined by dividing the Exclusive Use Cost Center S.R.B. Requirement for such Fiscal Year by the total number of square feet of Exclusive Use Premises of all International Terminal Airline Parties whose International Terminal Use Agreements expire in 2018. The S.R.B. Month-to-Month Rental Rate for any Fiscal Year during such period shall be the S.R.B. Base Rental Rate for such Fiscal Year multiplied by 135%.

(d) The Exclusive Use Cost Center S.R.B. Requirement for any Fiscal Year shall equal (i) Special Revenue Bond Debt Service and Fund Deposit Requirements allocated to the Exclusive Use Cost Center for such Fiscal Year minus (ii) S.R.B. Terminal Rentals payable in such Fiscal Year by International Terminal Airline Parties having Month-to-Month Agreements.

Section 5.08 -- S.R.B. Enplaned Common Use Charges.

(a) Airline's S.R.B. Enplaned Common Use Charges for each Fiscal Year shall be an aggregate amount equal to the product of (i) the number of Enplaned Passengers of Airline in such Fiscal Year, multiplied by (ii) the S.R.B. Base Enplaned Passenger Rate for such Fiscal Year, if this Agreement expires in 2018, or the S.R.B. Premium Enplaned Passenger Rate for such Fiscal Year, if this Agreement expires in 2008, or the S.R.B. Month-to-Month Enplaned Passenger Rate for such Fiscal Year, if this Agreement is a Month-to-Month Agreement.

(b) Until December 31, 2008, the S.R.B. Base Enplaned Passenger Rate for any Fiscal Year shall be determined by dividing the Enplaned Common Use Cost Center S.R.B. Requirement for such Fiscal Year by the sum of (i) the total number of Enplaned Passengers of all International Terminal Airline Parties whose International Terminal Use Agreements expire in 2018 and (ii) 125% of the total number of Enplaned Passengers of International Terminal Airline Parties whose International Terminal Use Agreements expire in 2008. The S.R.B. Premium Enplaned Passenger Rate for any Fiscal Year during such period shall be the S.R.B. Base Enplaned Passenger Rate for such Fiscal Year multiplied by 125%. The S.R.B. Month-to-Month Enplaned Passenger Rate for any Fiscal Year during such period shall be (A) the average of the S.R.B. Base Enplaned Passenger Rate and the S.R.B. Premium Enplaned Passenger Rate for such Fiscal Year multiplied by (B) 135%.

(c) Commencing January 1, 2009, the S.R.B. Base Enplaned Passenger Rate for any Fiscal Year shall be determined by dividing the Enplaned Common Use Cost Center S.R.B. Requirement for such Fiscal Year by the total number of Enplaned Passengers of all International Terminal Airline Parties whose International Terminal Use Agreements expire in 2018. The S.R.B. Month-to-Month Enplaned Passenger Rate for any Fiscal Year during such period shall be the S.R.B. Base Enplaned Passenger Rate for such Fiscal Year multiplied by 135%.

(d) The Enplaned Common Use Cost Center S.R.B. Requirement for any Fiscal Year shall equal:

(i) Special Revenue Bond Debt Service and Fund Deposit Requirements allocated to the Enplaned Common Use Cost Center for such Fiscal Year;

minus

(ii) S.R.B. Enplaned Common Use Charges payable in such Fiscal Year by International Terminal Airline Parties having Month-to-Month Agreements;

minus

(iii) Enplaned Replacement Fees payable by any International Terminal Airline Party in such Fiscal Year; provided, however, that to the extent that the amount of such fees exceeds the amount by which (i) is greater than (ii) above for such Fiscal Year, any such excess shall be applied to reduce the Enplaned Common Use Cost Center I.T.-C.R.C. Requirement for such Fiscal Year.

Section 5.09 -- S.R.B. Deplaned Common Use Charges.

(a) Airline's S.R.B. Deplaned Common Use Charges for each Fiscal Year shall be an aggregate amount equal to the product of (i) the number of Deplaned Passengers of Airline in such Fiscal Year, multiplied by (ii) the S.R.B. Base Deplaned Passenger Rate for such Fiscal Year, if this Agreement expires in 2018, or the S.R.B. Premium Deplaned Passenger Rate for such Fiscal Year, if this Agreement expires in 2008, or the S.R.B. Month-to-Month Deplaned Passenger Rate for such Fiscal Year, if this Agreement is a Month-to-Month Agreement.

(b) Until December 31, 2008, the S.R.B. Base Deplaned Passenger Rate for any Fiscal Year shall be determined by dividing the Deplaned Common Use Cost Center S.R.B. Requirement for such Fiscal Year by the sum of (i) the total number of Deplaned Passengers of all International Terminal Airline Parties whose International Terminal Use Agreements expire in 2018 and (ii) 125% of the total number of Deplaned Passengers of International Terminal Airline Parties whose International Terminal Use Agreements expire in 2008. The S.R.B. Premium Deplaned Passenger Rate for any Fiscal Year during such period shall be the S.R.B. Base Deplaned Passenger Rate for such Fiscal Year multiplied by 125%. The S.R.B. Month-to-Month Deplaned Passenger Rate for any Fiscal Year during such period shall be (A) the average of the S.R.B. Base Deplaned Passenger Rate and the S.R.B. Premium Deplaned Passenger Rate for such Fiscal Year multiplied by (B) 135%.

(c) Commencing January 1, 2009, the S.R.B. Base Deplaned Passenger Rate for any Fiscal Year shall be determined by dividing the Deplaned Common Use Cost Center S.R.B. Requirement for such Fiscal Year by the total number of Deplaned Passengers of all International Terminal Airline Parties whose International Terminal Use Agreements expire in 2018. The S.R.B. Month-to-Month Deplaned Passenger Rate for any Fiscal Year during such period shall be the S.R.B. Base Deplaned Passenger Rate for such Fiscal Year multiplied by 135%.

(d) The Deplaned Common Use Cost Center S.R.B. Requirement for any Fiscal Year shall equal:

(i) Special Revenue Bond Debt Service and Fund Deposit Requirements allocated to the Deplaned Common Use Cost Center for such Fiscal Year;

plus

(ii) Special Revenue Bond Fees and Charges unpaid by any International Terminal Airline Party when due and reasonably deemed in such Fiscal Year to be uncollectible after collection efforts have been undertaken by City in accordance with Section 10.03;

minus

(iii) S.R.B Deplaned Common Use Charges payable in such Fiscal Year by International Terminal Airline Parties having Month-to-Month Agreements;

minus

(iv) Deplaned Replacement Fees payable by any International Terminal Airline Party in such Fiscal Year; provided, however, that to the extent that the amount of such fees exceeds the amount by which the sum of (i) and (ii) above is greater than (iii) above for such Fiscal Year, any such excess shall be applied to reduce the Deplaned Common Use Cost Center I.T.-C.R.C. Requirement for such Fiscal Year.

Section 5.10 -- S.R.B. Equipment Charges.

(a) Airline's S.R.B. Equipment Charges for each Fiscal Year shall be an aggregate amount equal to the product of (i) the total number of Enplaned Passengers and Deplaned Passengers of Airline in such Fiscal Year, multiplied by (ii) the S.R.B. Equipment Rate for such Fiscal Year.

(b) The S.R.B. Equipment Rate for any Fiscal Year shall be determined by dividing the (i) Special Revenue Bond Debt Service and Fund Deposit Requirements allocated to the Equipment Cost Center for such Fiscal Year by (ii) the total number of Enplaned and Deplaned Passengers of all International Terminal Airline Parties in such Fiscal Year.

Section 5.11 -- Landing Fees.

(a) Subject to the provisions of Section 5.11(b), Airline shall pay a Landing Fee to City for each Fee Landing of an aircraft operated by Airline. The Landing Fee shall be an amount equal to the product of (a) the number of thousands of pounds of the Approved Maximum Landing Weight of the aircraft involved in the Fee Landing, multiplied by (b) the Landing Fee Rate determined pursuant to the 1983 Airport Use Agreement.

(b) Section 5.11(a) shall apply only to International Terminal Airline Parties that are not 1983 Airline Parties. Each International Terminal Airline Party that is a 1983 Airline Party shall pay Landing Fees to City pursuant to its 1983 Airport Use Agreement rather than its International Terminal Use Agreement.

Section 5.12 -- Non-Airline Revenues Of The International Terminal Area.

In order to minimize the rentals, fees and charges which Airline is obligated to pay under this Agreement, City shall promote and develop Non-Airline Revenues of the International Terminal Area in a manner consistent with that of a reasonably prudent airport operator.

Section 5.13 -- Fueling System Fees.

(a) Subject to the provisions of Section 5.13(d) below, if Airline is a signatory to the Fueling System Lease, Airline shall pay to City Fueling System Fees for each Fiscal Year in an amount equal to Airline's pro rata share established pursuant to Section 5.13(b) below of the net cost of the Fueling System calculated pursuant to Section 5.08(a) of the 1983 Airport Use Agreement.

(b) Airline's pro rata share for purposes of Section 5.13(a) above shall be computed as follows:

(i) Ten percent (10%) of the net cost of the Fueling System shall be distributed equally among all 1983 Airline Parties and International Terminal Airline Parties who are signatories to the Fueling System Lease; and

(ii) Ninety percent (90%) of the net cost of the Fueling System shall be distributed among all 1983 Airline Parties and International Terminal Airline Parties who are signatories to the Fueling System Lease in the proportion that the number of gallons of aviation fuel distributed from the Fueling System to each such 1983 Airline Party or International Terminal Airline Party bears to the total number of gallons of aviation fuel distributed from the Fueling System to all 1983 Airline Parties and International Terminal Airline Parties who are signatories to the Fueling System Lease.

(c) In the event that for any full calendar month none of the Airline Parties or International Terminal Airline Parties who are signatories to the Fueling System Lease has any aviation fuel distributed to it from the Fueling System, Airline shall, for the purposes of this Section 5.13, be deemed to have had distributed to it in such month the average number of gallons of aviation fuel distributed to it in each of the last preceding six months during which any aviation fuel was distributed to it.

(d) Section 5.13(a) shall apply only to International Terminal Airline Parties that are not 1983 Airline Parties. Each International Terminal Airline Party that is a 1983 Airline Party shall pay Fueling System Fees to City pursuant to its 1983 Airport Use Agreement rather than its International Terminal Use Agreements.

Section 5.14 -- Special Allocations.

(a) While it is anticipated that interest during construction of the International Terminal will be capitalized, if any Special Revenue Bond Debt Service and Fund Deposit Requirements becomes payable prior to the Date of Beneficial Occupancy of the International Terminal, then Airline and each International Terminal Airline Party shall pay, pursuant to this Agreement, a pro rata share of such Special Revenue Bond Debt Service and Fund Deposit Requirements. Airline's pro rata share in any Fiscal Year shall be the percentage established by dividing (i) the total number of Airline's Deplaned Passengers arriving at the Interim International Terminal at the Airport in the preceding Fiscal Year by (ii) the total number of all International Terminal Airline Parties' Deplaned Passengers arriving at the Interim International Terminal at the Airport in the preceding Fiscal Year. In the event any amounts become payable by Airline pursuant to this Section 5.14(a), City shall include in the rentals, fees and charges of users of the Interim International Terminal who are not International Terminal Airline Parties a surcharge which shall equal on a per Deplaned Passenger basis 135% times the amount per Deplaned Passenger paid by Airline pursuant to this Section 5.14(a).

(b) In the event the number of Enplaned Passengers and Deplaned Passengers in any Fiscal Year is less than 60% of the number of such passengers in the Base Year, then Airline and each other International Terminal Airline Party (including each Departed Airline Party, if any) shall pay, pursuant to this Agreement and in accordance with this Section 5.14(b), a pro rata share of the Enplaned Common Use Cost Center I.T.-C.R.C. Requirement, the Deplaned Common Use Cost Center I.T.-C.R.C. Requirement, the Enplaned Common Use Cost Center S.R.B. Requirement, the Deplaned Common Use Cost Center S.R.B. Requirement, the O. & M. Expenses of the International Terminal Area allocated to the Equipment Cost Center and the Special Revenue Bond Debt Service and Fund Deposit Requirements allocated to the Equipment Cost Center for such Fiscal Year. Airline's pro rata share for such Fiscal Year for purposes of this Section 5.14(b) shall be computed as follows:

(i) ten percent (10%) of each of the Enplaned Common Use Cost Center I.T.-C.R.C. Requirement, the Deplaned Common Use Cost Center I.T.-C.R.C. Requirement, the Enplaned Common Use Cost Center S.R.B. Requirement, the Deplaned Common Use Cost Center S.R.B. Requirement, the O. & M. Expenses of the International Terminal Area allocated to the Equipment Cost Center and the Special Revenue Bond Debt Service and Fund Deposit Requirements allocated to the Equipment Cost Center shall be distributed equally among each and every International Terminal Airline Party, including each Departed Airline Party; and

(ii) ninety percent (90%) of each of the Enplaned Common Use Cost Center I.T.-C.R.C. Requirement, the Deplaned Common Use Cost Center I.T.-C.R.C. Requirement, the Enplaned Common Use Cost Center S.R.B. Requirement, the Deplaned Common Use Cost Center S.R.B. Requirement, the O. & M. Expenses of the International Terminal Area allocated to the Equipment Cost Center and the Special Revenue Bond Debt Service and Fund Deposit Requirements allocated to the Equipment Cost Center shall be distributed among all International Terminal Airline Parties, including each Departed Airline Party, in the proportion that the number of Deplaned and Enplaned Passengers at the International Terminal of each such International Terminal Airline Party and, in the case of each Departed Airline Party, the number of deplaned and enplaned international passengers at the Airport of such Departed Airline Party, for such Fiscal Year, bears to the total number of all such Deplaned and Enplaned Passengers of all International Terminal Airline Parties and the number of deplaned and enplaned international passengers at the Airport of all Departed Airline Parties, for such Fiscal Year. Solely for purposes of the foregoing calculation, in addition to its enplaned and deplaned international passengers at the Airport, a Departed Airline Party that had previously enplaned and deplaned domestic passengers at the International Terminal, shall, for purposes of this Section 5.14(b), be deemed to have, in any Fiscal Year, additional enplaned and deplaned international passengers equal to the same number of enplaned and deplaned domestic passengers as it had in its Election Year, as that term is defined in Article XI hereof. Notwithstanding the foregoing, if the number of Deplaned and Enplaned Passengers at the International Terminal of all International Terminal Airline Parties for the aforesaid Fiscal Year is zero, then the foregoing calculation shall be done by reference to the average passenger activity levels for International Terminal Airline Parties, individually and in the aggregate, for the five year period ending with the last Fiscal Year in which there were Deplaned and Enplaned Passengers at the International Terminal.

(c) During any Fiscal Year in which Section 5.14(b) is applicable, no I.T.- C.R.C. Enplaned Common Use Charges, I.T.-C.R.C. Deplaned Common Use Charges, S.R.B. Enplaned Common Use Charges, S.R.B. Deplaned Common Use Charges, I.T.-C.R.C. Equipment Charges, S.R.B. Equipment Charges, Enplaned Replacement Fees or Deplaned Replacement Fees shall be payable. I.T.-C.R.C. Terminal Rentals and S.R.B. Terminal Rentals shall continue to be payable in accordance with this Agreement during each Fiscal Year regardless of whether Section 5.14(b) is applicable.

Section 5.15 -- Formulas For Calculating Rates.

For illustrative purposes, attached hereto as Exhibit G-3 is an algebraic representation of the formulas for the calculation of rates under this Article.

*Article VI.**Payment Of Rentals, Fees And Charges.***Section 6.01 -- Information On Airline Operations.**

(a) Not earlier than one hundred twenty (120) days nor later than one hundred (100) days prior to the end of each Fiscal Year, Airline shall furnish City with an estimate of (i) the total Approved Maximum Landing Weight of all aircraft to be landed at the Airport by Airline during the next ensuing Fiscal Year, (ii) the total number of Enplaned Passengers and Deplaned Passengers of Airline for the next ensuing Fiscal Year, (iii) if Airline is a signatory to the Fueling System Lease, the total number of gallons of aviation fuel to be distributed from the Fueling System to Airline during the next ensuing Fiscal Year.

(b) Not later than the tenth (10th) day of each month of each Fiscal Year, Airline shall furnish City with a statement, signed by an authorized representative of Airline, setting forth:

(i) Airline's good faith estimate of the number of Airline's Enplaned Passengers and Deplaned Passengers for such month;

(ii) the actual number of Airline's Enplaned Passengers and Deplaned Passengers for the preceding month; and

(iii) the actual number of Airline's Fee Landings, by type, model and weight of aircraft, during the preceding month.

Section 6.02 -- Preliminary Projection Of Rentals, Fees And Charges.

Not later than seventy (70) days prior to the end of each Fiscal Year, City shall furnish Airline with a projection (the "Preliminary Projection of Rentals, Fees and Charges") for the next ensuing Fiscal Year of: (a) the I.T.-C.R.C. Base Rental Rate; (b) the I.T.-C.R.C. Premium Rental Rate; (c) the I.T.-C.R.C. Month-to-Month Rental Rate; (d) the I.T.-C.R.C. Base Enplaned Passenger Rate; (e) the I.T.-C.R.C. Premium Enplaned Passenger Rate; (f) the I.T.-C.R.C. Month- to-Month Enplaned Passenger Rate; (g) the I.T.-C.R.C. Base Deplaned Passenger Rate; (h) the I.T.-C.R.C. Premium Deplaned Passenger Rate; (i) the I.T.-C.R.C. Month-to-Month Deplaned Passenger Rate; (j) the I.T.-C.R.C. Equipment Rate; (h) the S.R.B. Base Rental Rate; (i) the S.R.B. Premium Rental Rate; (j) the S.R.B. Month-to-Month Rental Rate; (k) the S.R.B. Base Enplaned Passenger Rate; (l) the S.R.B. Premium Enplaned Passenger Rate; (m) the S.R.B. Month-to- Month Enplaned Passenger Rate; (n) the S.R.B. Base Deplaned Passenger Rate; (o) the S.R.B. Premium Deplaned

Passenger Rate; (p) the S.R.B. Month-to-Month Deplaned Passenger Rate; (q) the S.R.B. Equipment Rate; (r) the Landing Fee Rate; (s) Airline's Fueling System Fees, if applicable; (t) Airline's Enplaned Replacement Fees, if applicable; and (u) Airline's Deplaned Replacement Fees, if applicable. Unless City reasonably believes the information submitted to City pursuant to Section 6.01 to be unreasonable or inaccurate, the Preliminary Projection of Rentals, Fees and Charges shall incorporate such information, and shall present, for the Airport in its entirety and for each Cost Revenue Center under the 1983 Airport Use Agreement, the latest available date on current operations of the Airport, a pro forma projection for the entire current Fiscal Year, and an estimate of each of the following items for the next ensuing Fiscal Year:

- (i) Debt Service, as defined in the 1983 Airport Use Agreement, and Allocated G.A.R.B. Debt Service;
- (ii) G.A.R.B. Investment Income and Allocated G.A.R.B. Investment Income;
- (iii) Operation and Maintenance Expenses, as defined in the 1983 Airport Use Agreement, and O. & M. Expenses of the International Terminal Area;
- (iv) Terminal Support Area Net Deficit or Net Revenues, and Allocated Terminal Support Area Net Deficit or Net Revenues;
- (v) Non-Use Agreement Revenues, as defined in the 1983 Airport Use Agreement, and Non-Airline Revenues of the International Terminal Area;
- (vi) Special Revenue Bond Debt Service and Fund Deposit Requirements; and
- (vii) Any changes in the number of square feet of any International Terminal Airline Party's Exclusive Use Premises.

Airline may submit written comments on the Preliminary Projection of Rentals, Fees and Charges to the Commissioner within thirty (30) days following receipt thereof by Airline. City shall give due consideration to any comments submitted in a timely manner by Airline. If requested by a Majority-in-Interest of International Terminal Airline Parties, City shall convene a meeting with International Terminal Airline Parties to discuss the Preliminary Projection of Rentals, Fees and Charges.

Section 6.03 -- Projection Of Rentals, Fees And Charges.

Not later than thirty (30) days prior to the end of each Fiscal Year, City shall furnish Airline with a Projection of Rentals, Fees and Charges, consisting of the Preliminary Projection of Rentals, Fees and Charges revised as agreed to reflect comments submitted to

City by International Terminal Airline Parties (the "Projection of Rentals, Fees and Charges"). The Projection of Rentals, Fees and Charges shall be the basis for computing Airline's International Terminal Area Fees and Charges, Special Revenue Bond Fees and Charges, Landing Fees and Fueling System Fees, if applicable, for the next ensuing Fiscal Year unless and until revised pursuant to Section 6.05.

Section 6.04 -- Payment Of Rentals, Fees And Charges.

(a) Subject to the provisions of Section 6.04(b) below, beginning with the date upon which Airline's obligation to pay rentals, fees and charges commences pursuant to Section 2.02(a):

(i) Not later than the tenth (10th) day of each month of each Fiscal Year, Airline shall pay City, without demand or invoice, an amount equal to 1/12 of Airline's aggregate I.T.-C.R.C. Terminal Rentals and S.R.B. Terminal Rentals for such Fiscal Year, computed in accordance with Section 5.03 and Section 5.07, as the case may be, and based on the Projection of Rentals, Fees and Charges, as such projection may have been revised pursuant to Section 6.05.

(ii) Not later than the tenth (10th) day of each month of each Fiscal Year, Airline shall pay City, without demand or invoice, Airline's I.T.-C.R.C. Enplaned Common Use Charges, I.T.-C.R.C. Equipment Charges, S.R.B. Enplaned Common Use Charges and S.R.B. Deplaned Common Use Charges for such month, computed in accordance with Section 5.04, Section 5.05, Section 5.08 and Section 5.09, as the case may be, and based on Airline's good faith estimate of the number of Airline's Enplaned Passengers and Deplaned Passengers for such month and the Projection of Rentals, Fees and Charges, as such projection may have been revised pursuant to Section 6.05.

(iii) Not later than the tenth (10th) day of each month of each Fiscal Year, if Airline is a Departed Airline Party, Airline shall pay to City, without demand or invoice, an amount equal to 1/12 of Airline's Enplaned Replacement Fee and Deplaned Replacement Fee for such Fiscal Year, computed in accordance with Section 11.02 and based on the Projection of Rentals, Fees and Charges, as such projection may have been revised pursuant to Section 6.05.

(iv) Not later than the tenth (10th) day of each month of each Fiscal Year, Airline or the "Operator" designated in the Consortium Agreement on Airline's behalf shall pay City, without demand or invoice, Airline's I.T.-C.R.C. Equipment Charges and S.R.B. Equipment Charges for such month computed in accordance with Section 5.06 and Section 5.10, as the case may be, and based on Airline's good faith estimate of the number of Airline's Enplaned Passengers and Deplaned Passengers for such month and the Projection of Rentals, Fees and Charges, as such projection may have been revised pursuant to Section 6.05.

(v) Promptly following receipt each month of Airline's monthly statement pursuant to Section 6.01(b), City shall furnish Airline with an invoice setting forth the amount of Landing Fees payable by Airline for the preceding month, calculated by multiplying the total Approved Maximum Landing Weight for aircraft landed by Airline in Fee Landings at the Airport during such preceding month by the Landing Fee Rate for such preceding month. Within thirty (30) days after receipt of such invoice, Airline shall pay to City the amount of Landing Fees set forth therein.

(vi) Not later than the tenth (10th) day of each month of each Fiscal Year, if Airline is a signatory to the Fueling System Lease, Airline or the "Operator" as designated in the Fueling System Lease on Airline's behalf shall furnish City with a statement, signed by an authorized representative of Airline or the "Operator" designated in the Fueling System Lease, certifying the actual number of gallons of aviation fuel distributed from the Fueling System to Airline during the preceding month. City shall forthwith furnish Airline with an invoice setting forth the amount of Fueling System Fees payable by Airline for the preceding month. Within thirty (30) days after receipt of such invoice, Airline shall pay to City the amount of Fueling System Fees set forth therein.

(b) Airline's I.T.-C.R.C. Enplaned Common Use Charges, I.T.-C.R.C. Deplaned Common Use Charges, I.T.-C.R.C. Equipment Charges, S.R.B. Enplaned Common Use Charges, S.R.B. Deplaned Common Use Charges and S.R.B. Equipment Charges for any month shall be adjusted retroactively based on, as the case may be, (i) the difference, if any, between the actual number of Airline's Enplaned Passengers for such month and Airline's estimate of the number of its Enplaned Passengers for such month used by Airline to compute the amount of I.T.-C.R.C. Enplaned Common Use Charges, S.R.B. Enplaned Common Use Charges, I.T.-C.R.C. Equipment Charges and S.R.B. Equipment Charges payable by Airline to City for such month pursuant to Section 6.04(a), and (ii) the difference, if any, between the actual number of Airline's Deplaned Passengers for such month and Airline's estimate of the number of its Deplaned Passengers for such month used by Airline to compute the amount of I.T.-C.R.C. Deplaned Common Use Charges, S.R.B. Deplaned Common Use Charges, I.T.-C.R.C. Equipment Charges and S.R.B. Equipment Charges payable by Airline to City for such month pursuant to Section 6.04(a). Any such adjustments for any month shall increase or decrease, as the case may be, the amount of Airline's payments for the next succeeding month pursuant to Section 6.04(a).

(c) If in any month of any Fiscal Year (i) the actual number of Airline's Enplaned Passengers or Deplaned Passengers is greater than the estimate of Airline's Enplaned Passengers or Deplaned Passengers, as the case may be, used by Airline to compute the amounts payable by Airline pursuant to Section 6.04(a), and (ii) such estimate is less than the actual number of Airline's Enplaned Passengers or Deplaned Passengers, as the case may be, for the same month of the preceding Fiscal Year, then the additional amounts owed by Airline for such month pursuant to Section 6.04(b) shall bear interest at a rate 4% higher than the then-current prime rate for commercial customers established by the largest commercial bank in Chicago, determined on the basis of total assets. City shall, from time to time, furnish Airline with an invoice setting forth the interest charges owed pursuant to this Section 6.04(c). Within thirty (30) days after receipt of such invoice, Airline shall pay to City the amount set forth therein.

Section 6.05 -- Adjustment Of Rentals, Fees And Charges.

Subject to the provision at the end of this sentence, not more than three (3) times during any Fiscal Year, if City's current forecast based upon its most recently available information with regard to the amounts actually incurred or realized during such Fiscal Year for each of the items listed in Section 6.02, together with the most recently available information with respect to International Terminal Area Fees and Charges and Special Revenue Bond Fees and Charges actually received by City, indicates that payments of International Terminal Area Fees and Charges and Special Revenue Bond Fees and Charges, as the case may be, at the then-existing rates would result in an overpayment or underpayment of the amount required hereunder to be generated by City during such Fiscal Year through International Terminal Area Fees and Charges and Special Revenue Bond Fees and Charges, City may revise the Projection of Rentals, Fees and Charges and adjust the remaining monthly International Terminal Area Fees and Charges and Special Revenue Bond Fees and Charges for such year to conform to its current projections; provided that, the foregoing notwithstanding, based upon a certificate prepared by an independent airport consultant, City may make such revision and adjustments at any time in order to meet its rate covenant in the Special Revenue Bond Master Indenture. City shall notify Airline of its intent to make such revision and adjustments and the effective date thereof (which shall be no earlier than thirty (30) days after the giving of such notice). Such notice shall provide a revised Projection of Rentals, Fees and Charges for the remainder of such Fiscal Year in sufficient detail to allow Airline to make informed comments thereon. Airline may submit written comments on such revision and adjustments to the Commissioner within thirty (30) days following delivery of such notice to Airline. City shall give due consideration to any comments submitted in a timely manner by Airline. If requested by a Majority-in-Interest of International Terminal Airline Parties, City shall convene a meeting with International Terminal Airline Parties to discuss such revision and adjustments. Landing Fees and Fueling System Fees shall be adjusted in accordance with the terms and provisions of the 1983 Airport Use Agreement.

Section 6.06 -- Final Audit.

(a) Within nine (9) months after the close of each Fiscal Year, City shall furnish Airline with a copy of an annual audit report, prepared in accordance with generally accepted accounting principles and certified by an Independent Accountant, covering the operation of the Airport for such preceding Fiscal Year. The Final Audit shall contain a calculation based on actual data, in accordance with the provisions of Article V, of the aggregate International Terminal Area Fees and Charges and Special Revenue Bond Fees and Charges chargeable to the International Terminal Airline Parties for the preceding Fiscal Year, and shall set forth the aggregate International Terminal Area Fees and Charges and Special Revenue Bond Fees and Charges actually paid by the International Terminal Airline Parties for such period. In addition, the Final Audit shall contain a calculation based on actual data of the Landing Fees and Fueling System Fees chargeable to each International Terminal Airline Party for the preceding Fiscal Year, and shall set forth the Landing Fees and Fueling System Fees actually paid by each International Terminal Airline Party for such period.

(b) If Landing Fees or Fueling System Fees actually paid by Airline were greater than the respective amounts chargeable to Airline, Airline shall receive credits in the amount of such overpayment against the next ensuing payment of Landing Fees or Fueling System Fees, as the case may be, or, if necessary, against the next ensuing payments thereof, until Airline has received the full amount of such credits. If Landing Fees or Fueling System Fees paid by Airline were less than the respective amounts chargeable to Airline, Airline shall pay to City the amount of any such deficiency along with its next payment of Landing Fees or Fueling System Fees, as the case may be.

(c) If International Terminal Area Fees and Charges or Special Revenue Bond Fees and Charges actually paid by the International Terminal Airline Parties were greater than the respective amounts chargeable to the International Terminal Airline Parties, then the Exclusive Use Cost Center I.T.-C.R.C. Requirement, the Enplaned Common Use Cost Center I.T.-C.R.C. Requirement, the Deplaned Common Use Cost Center I.T.-C.R.C. Requirement, the Exclusive Use Cost Center S.R.B. Requirement, the Enplaned Common Use Cost Center S.R.B. Requirement, the Deplaned Common Use Cost Center S.R.B. Requirement, the aggregate I.T.-C.R.C. Equipment Charges, the aggregate S.R.B. Equipment Charges, the aggregate Deplaned Replacement Fees and the aggregate Enplaned Replacement Fees, as the case may be, for the next succeeding Fiscal Year shall be reduced by the amount of such overpayments. If International Terminal Area Fees and Charges or Special Revenue Bond Fees and Charges actually paid by the International Terminal Airline Parties were less than the respective amounts chargeable to the International Terminal Airline Parties, the Exclusive Use Cost Center I.T.-C.R.C. Requirement, the Enplaned Common Use Cost Center I.T.-C.R.C. Requirement, the Deplaned Common Use Cost Center I.T.-C.R.C. Requirement, the Exclusive Use Cost Center S.R.B. Requirement, the Enplaned Common Use Cost Center S.R.B. Requirement, the Deplaned Common Use Cost Center S.R.B. Requirement, the aggregate I.T.-C.R.C. Equipment Charges, the aggregate S.R.B. Equipment Charges, the aggregate Deplaned Replacement Fees and the aggregate Enplaned Replacement Fees, as the case may be, for the next succeeding Fiscal Year shall be increased by the amount of such underpayments.

(d) If, within six (6) months after the date of receipt by Airline of the Final Audit for any Fiscal Year, City receives a certificate executed by the International Terminal Airlines' Representative on behalf of a Majority-in-Interest of International Terminal Airline Parties for such Fiscal Year, setting forth, on an airline-by-airline basis, for International Terminal Airline Parties then operating at the Airport, amounts of underpayments and overpayments for such Fiscal Year of International Terminal Area Fees and Charges and Special Revenue Bond Fees and Charges by such International Terminal Airline Parties and the amounts of such underpayments and overpayments, when added together, equal zero, then, in the third month following the date of receipt by City of such letter, Airline shall add or subtract, as the case may be, from the amounts otherwise payable by Airline for such month pursuant to Section 6.02, the amount of such underpayment or overpayment set forth for Airline in such letter.

Section 6.07 -- Place Of Payments; Late Payments.

All amounts payable by Airline hereunder shall be paid to City at the Office of the City's Comptroller, or at such other place as City's Comptroller shall designate. Any amount which is not paid when due shall bear interest at a rate 4% higher than the then-current prime rate for commercial customers established by the largest commercial bank in Chicago, determined on the basis of total assets.

Section 6.08 -- Right To Contest.

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 (6) 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, or preclude Airline from making, within such period, any claim against City for credit for any excess amount of Landing Fees or Fueling System Fees paid by Airline hereunder; provided, however, that neither City nor Airline shall be limited by such 6-month period in the event that the other party shall have attempted to defraud or shall have defrauded the party seeking to question the accuracy of such statement or make such claim.

Article VII.

*Approval Of Project; Construction Of Project;
Issuance Of Special Revenue Bonds.*

Section 7.01 -- Approval Of Project.

City and Airline each hereby approve the International Terminal Project described in Preliminary Exhibit E attached hereto, which exhibit is subject to refinement pursuant to Section 7.03. Such approval includes approval of the following items set forth in Preliminary Exhibit E: (a) the Capital Project Components described therein, (b) the project scope, descriptions and diagrams of each such Capital Project Component, (c) the initial estimated cost of each such Capital Project Component (the "Preliminary Component Cost Estimates"), and (d) the estimated commencement and completion dates for each such Capital Project Component. The initial estimate of the total cost of the International Terminal Project (including construction contracts, consultants' fees, architectural, engineering and construction management fees, program implementation costs, all design contingencies, and a 15% construction contingency for each Capital Project Component, but excluding a 5% pricing contingency, financing costs and the cost of optional tenant finish improvements) is \$316,800,000 (the "Preliminary Project Cost

Estimate"). The Preliminary Project Cost Estimate and each Preliminary Component Cost Estimate shall be revised only in accordance with this Article VII.

Section 7.02 -- Governmental Approvals.

City shall promptly submit and diligently process to conclusion requests for all necessary governmental approvals for the projects comprising the International Terminal Project. Notwithstanding any other provisions of this Agreement, City shall not make or authorize any contractual commitment for the construction of, or commence construction of, any project until such time as all necessary governmental approvals have been obtained for the construction of such project.

Section 7.03 -- Development Of Final Exhibit E.

(a) City has entered into the Professional Services Agreement with City's Architects and Engineers pursuant to which City's Architects and Engineers provide architectural and engineering services necessary to design the International Terminal Project. City shall, in due course, prepare, or cause City's Architects and Engineers to prepare, detailed construction drawings, plans and specifications, and cost estimates for each Capital Project Component, and shall refine, as needed, or cause City's Architects and Engineers to refine, as needed, the descriptions and diagrams, and the estimated commencement and completion dates, for each such Capital Project Component. The International Terminal Airline Parties have formed the Airlines' Executive Committee to review the construction drawings and the plans and specifications. City shall, and City shall cause City's Architects and Engineers and City's Construction Manager to, consult with the Airlines' Executive Committee, and give due consideration to the requests, suggestions and recommendations of the Airlines' Executive Committee, the Airlines' Design and Construction Representative and any International Terminal Airline Party. In the course of the preparation of such drawings and plans and specifications, City shall meet with the Airlines' Executive Committee not less frequently than monthly, or as requested by the Airlines' Executive Committee.

(b) City shall provide Airline and Airlines' Design and Construction Representative with a copy of the In-Progress Submittals and Final Review Submittals for all contract packages received from City's Architects and Engineers pursuant to the Professional Services Agreement. The City will give due consideration to the requests, suggestions and recommendations of the Airlines' Design and Construction Representative and any International Terminal Airline Party with respect to such In-Progress Submittals and Final Review Submittals. The Airlines' Design and Construction Representative shall have the right to approve each In-Progress Submittal and Final Review Submittal. Any review, comments or approvals by the Airlines' Design and Construction Representative or any International Terminal Airline Party shall be completed and submitted to City in a timely fashion so as not to adversely affect the schedules set forth in the Professional Services Agreement.

(c) Within thirty (30) days following the approval by the Airlines' Design and Construction Representative of the Final Review Submittals for all contract packages, City shall prepare Final Exhibit E, and provide Airline and the Airlines' Design and Construction Representative with a copy thereof for approval by a Majority-in-Interest of International Terminal Airline Parties as to compliance with the approved Final Review Submittals. Final Exhibit E shall be based upon such approved Final Review Submittals and actual contracts awarded (including contracts awarded pursuant to approval of the Airlines' Executive Committee in accordance with Section 7.05(b) or approval of a Majority-in-Interest of International Terminal Airline Parties in accordance with Section 7.05(c)). Final Exhibit E shall consist of the then current detailed cost estimates for each Capital Project Component (the "Component Cost Estimates"), descriptions, diagrams and estimated commencement and completion dates of each Capital Project Component, the then current total estimated cost of the International Terminal Project (including consultants' fees, architectural, engineering and construction management fees, program implementation costs and a 15% construction contingency for each Capital Project Component based on the Preliminary Component Cost Estimates, as revised only in accordance with Section 7.06) (the "Project Cost Estimate") and a substantially complete construction implementation plan, including details of traffic control planning, material storage, phasing issues, security, temporary facilities and details of interface with Airport operations. Final Exhibit E shall be incorporated into this Agreement and made a part hereof. The incorporation herein of Final Exhibit E shall not constitute an amendment to this Agreement requiring the approval of either party hereto.

(d) The Preliminary Project Cost Estimate, the Preliminary Component Cost Estimates, the Project Cost Estimate and the Component Cost Estimates may be revised from time to time only (i) upon the agreement of City and a Majority-in-Interest of International Terminal Airline Parties, (ii) pursuant to Section 7.05(f), or (iii) pursuant to the inflation adjustment provisions of Section 7.06.

Section 7.04 -- Construction Rights And Obligations.

(a) All construction and equipping of the International Terminal Project shall be done in a good and workmanlike manner.

(b) City may delegate responsibilities for the designing, construction management, construction and equipping of the International Terminal Project; provided, however, that City shall retain the power and authority to, and shall, enforce all terms and provisions of all project contracts held by City. City shall require City's Construction Manager to enforce all terms and provisions of all project contracts held by City's Construction Manager. City shall require that all subcontracts and purchase orders of City's Construction Manager are to be assignable to and enforceable by City. City shall, or shall cause City's Construction Manager to, (i) provide for the expeditious award of all contracts and contract modifications for the designing, construction and equipping of the International Terminal Project, (ii) unless otherwise approved by the Airlines' Design and Construction Representative, award contracts only to licensed architects and engineers and consultants, where applicable, and (iii) use its best efforts to provide for the timely payment of all approved invoices.

(c) City shall promptly and diligently pursue, or shall cause City's Construction Manager to promptly and diligently pursue, any appropriate avenues of dispute resolution and all appropriate remedies (including all remedies available pursuant to errors and omissions insurance policies) against architects, engineers and contractors for defective or delayed design or work with respect to the International Terminal Project, and any amount recovered in connection therewith, to the extent such amount is deemed to be a revenue in accordance with generally accepted accounting principles; shall be treated as Non-Airline Revenues of the International Terminal Area. At the election of a Majority-in-Interest of International Terminal Airline Parties, International Terminal Airline Parties shall become subrogated to City's rights against such architects, engineers and contractors, and may assume the prosecution of, and responsibility for pursuing, City's remedies against such persons. In the event of such election, City shall fully cooperate with the International Terminal Airline Parties assuming the prosecution of such remedies.

(d) City has entered into the Construction Management Agreement, pursuant to which City's Construction Manager shall coordinate and manage the construction of the International Terminal Project. A Majority-in-Interest of International Terminal Airline Parties shall have the right to approve any change in City's Construction Manager, which approval shall not be unreasonably withheld. The duties and obligations of City's Construction Manager are set forth in the Construction Management Agreement. City shall cause the City's Construction Manager to prepare a monthly progress report with respect to the International Terminal Project. Such report shall contain a complete analysis of the current status of the International Terminal Project, including but not limited to the current Preliminary Project Cost Estimate or current Project Cost Estimate, as applicable, other costs, schedules, progress, change orders, claims and such other information as may reasonably be requested of City by the International Terminal Airline Parties. City shall distribute such report, or shall cause City's Construction Manager to distribute such report, to the Airlines' Design and Construction Representative within fifteen (15) days after the close of each calendar month.

(e) A Majority-in-Interest of International Terminal Airline Parties has appointed International Terminal Associates to serve as the Airlines' Design and Construction Representative. City shall have the right to approve any change in the Airlines' Design and Construction Representative, which approval shall not be unreasonably withheld. City shall afford, and shall cause City's Construction Manager to afford, the Airlines' Design and Construction Representative full access to all construction work, contracts, drawings, plans and specifications and records relating to the International Terminal Project, subject to applicable laws, rules and regulations regarding confidential or proprietary information. City shall permit, and shall cause City's Construction Manager to permit, the Airlines' Design and Construction Representative to participate in the evaluation of design and construction alternatives. City shall give due consideration to comments, suggestions and requests of the Airlines' Design and Construction Representative regarding design and construction of the International Terminal Project and methods designed to reduce or eliminate adverse operational impact and costs.

(f) So long as City has the power and right, in accordance with all applicable laws, ordinances, rules, regulations and orders (other than those of City), to issue Special Revenue Bonds, City shall, pursuant to Section 7.08, diligently proceed to issue Special

Revenue Bonds in an amount sufficient to fund the cost of designing, constructing and equipping the International Terminal Project and the Equipment in accordance with this Article VII, and to fund all related costs of issuance and associated financing costs, including but not limited to, costs of capitalized interest, debt service coverage requirements, credit facility fees and required deposits into any debt service reserve fund or other fund established in the Special Revenue Bond Master Indenture. City shall then proceed to design, construct and equip the International Terminal Project and the Equipment in accordance with Final Exhibit E, as modified, from time to time, pursuant to this Article VII; provided, however, that City's obligation shall be limited to the extent proceeds from Special Revenue Bonds and from applicable International Terminal Government Grants-in-Aid are available for such purpose.

Section 7.05 -- Design And Construction Implementation.

(a) City shall present to the Airlines' Design and Construction Representative for review and comment:

- (i) contract packages (prepared in accordance with the approved Final Review Submittals) for the International Terminal Project prior to advertisement or solicitation;
- (ii) statements of qualifications, as applicable;
- (iii) submitted bids and final bid tabulations;
- (iv) contract awards;
- (v) field change orders;
- (vi) proposed schedule changes;
- (vii) claim settlements;
- (viii) contract close-out documentation, including punch lists and final acceptance;
- (ix) City's Construction Manager's monthly progress report, required pursuant to Section 7.04(d);
- (x) contract modifications to the Construction Management Agreement; and
- (xi) contract modifications to the Professional Services Agreement.

Any comments by the Airlines' Design and Construction Representative on the foregoing matters shall be delivered to City within five (5) business days after receipt thereof by the Airlines' Design and Construction Representative; provided, however, that such comments

with respect to item (v) above shall be delivered in such time as not to adversely impact schedule requirements.

(b) City shall present to the Airlines' Design and Construction Representative and the Airlines' Executive Committee for prior approval by the Airlines' Executive Committee:

(i) contract awards which exceed by more than 5% the engineer's estimate for the applicable contract package, as reflected in the approved Final Review Submittal for such contract package but which increase the Preliminary Project Cost Estimate or the Project Cost Estimate, as applicable, by \$1,000,000 or less;

(ii) design and specification changes that (A) change square footage, volume structure, general engineering or architecture, any function or projected usage, or the quality or nature of equipment or materials, and (B) either do not increase the Preliminary Project Cost Estimate or the Project Cost Estimate, as applicable, or increase the Preliminary Project Cost Estimate or the Project Cost Estimate, as applicable, by \$1,000,000 or less;

(iii) amendments to the Preliminary Project Cost Estimate or the Project Cost Estimate, as applicable, in order to avoid a schedule delay or to accelerate a schedule; and

(iv) any other proposed increase to the Preliminary Project Cost Estimate or the Project Cost Estimate, as applicable, by \$1,000,000 or less.

(c) City shall present to all of the International Terminal Airline Parties, for prior approval by a Majority-in-Interest of International Terminal Airline Parties:

(i) contract awards which exceed by more than 5% the engineer's estimate for the applicable contract package, as reflected in the approved Final Review Submittal for such contract package but which increase the Preliminary Project Cost Estimate or the Project Cost Estimate, as applicable, by more than \$1,000,000;

(ii) design and specifications changes that (A) change square footage, volume, structure, general engineering or architecture, any function or projected usage, or the quality or nature of equipment or materials, and (B) increase the Preliminary Project Cost Estimate or the Project Cost Estimate, as applicable, by more than \$1,000,000; and

(iii) any other proposed increases to the Preliminary Project Cost Estimate or the Project Cost Estimate, as applicable, by more than \$1,000,000.

(d) A matter requiring approval pursuant to Section 7.05(b) shall be deemed approved if (i) the Airlines' Design and Construction Representative approves such matter in writing, or (ii) City is not notified in writing of the Airlines' Executive Committee's disapproval within three (3) business days after receipt by the Airlines' Design and Construction

Representative of a written request for approval. In the event the Airlines' Executive Committee disapproves any such matter, the Airlines' Executive Committee shall simultaneously notify City and the International Terminal Airline Parties.

(e) A matter requiring approval pursuant to Section 7.03(c) or 7.05(c) shall be deemed approved if (i) a Majority-in-Interest of International Terminal Airline Parties approves such matter in writing, or (ii) City is not notified in writing of a Majority-in-Interest of International Terminal Airlines Parties' disapproval within thirty (30) days after receipt by the Airlines' Design and Construction Representative of a written request for approval by a Majority-in-Interest of International Terminal Airline Parties.

(f) The Preliminary Project Cost Estimate, the Preliminary Component Cost Estimates, The Project Cost Estimate and the Component Cost Estimates, as applicable, shall be revised to reflect actual contracts awarded, including contracts awarded pursuant to the approval of the Airlines' Executive Committee in accordance with Section 7.05(b) or pursuant to the approval of a Majority-in-Interest of International Terminal Airline Parties in accordance with Section 7.05(c). In addition, the Preliminary Project Cost Estimate, the Preliminary Component Cost Estimates, the Project Cost Estimate and the Component Cost Estimates, as applicable, shall be revised to reflect the cost of all other matters approved in accordance with Section 7.05(b) or (c), or requested by the Airlines' Executive Committee and approved by City. The construction contingencies included in Preliminary Exhibit E and Final Exhibit E shall not be revised except as permitted by Section 7.06, nor reallocated between the Capital Project Components, without the approval of a Majority-in-Interest of International Terminal Airline Parties.

(g) Within one hundred eighty (180) days after final project close-out of the International Terminal Project, City shall prepare, execute and deliver to the International Terminal Airline Parties for approval by a Majority-in-Interest of International Terminal Airline Parties a cost allocation certificate, setting forth in reasonable detail a breakdown of the costs of design, construction and equipping of the International Terminal Project and each Capital Project Component, including an allocation of such costs between the International Terminal Cost Centers and reflecting actual payments made and the allocation methodology.

Section 7.06 -- Price Level Adjustments.

The amounts designated as the Preliminary Project Cost Estimate and the Preliminary Component Cost Estimates in Preliminary Exhibit E are, and the amounts designated as the Project Cost Estimate and the Component Cost Estimates in Final Exhibit E will be, stated in unescalated dollars regardless of the projected year of construction. For the purposes of determining (a) contract awards to be submitted to the Airlines' Executive Committee for approval pursuant to Section 7.05(b)(i) or to a Majority-in-Interest of International Terminal Airline Parties for approval pursuant to Section 7.05(c)(i), (b) the amounts of the 15% construction contingencies for each Capital Project Component, and (c) the limitation contained in Section 7.08(a) on the right of City to issue Special Revenue Bonds, the following shall apply:

In order to recognize and allow for increases or decreases in the cost of final design, construction and equipping of the International Terminal Project and the Capital Project Components due to inflation or deflation, the Preliminary Project Cost Estimate, the Preliminary Component Cost Estimates, the Project Cost Estimate and the Component Cost Estimates shall be updated to the projected mid-point of construction, using the cost indexes described in (i) and (ii) below. The mid-point of construction shall be the date on which the total of actual expenditures for the International Terminal Project equals 50% of the actual cost of the International Terminal Project.

(i) Terminal Building Capital Project Component -- Building Cost Index (B.C.I.) for the Chicago Area published monthly by *Engineering News-Record*, or any successor index thereto.

(ii) Landside, Airside and AGT Realignment Capital Project Components -- Construction Cost Index (C.C.I.) for the Chicago Area published monthly by *Engineering News-Record*, or any successor index thereto.

Section 7.07 -- International Terminal Government Grants-In-Aid.

City shall apply not less than \$20 Million of International Terminal Government Grants-in-Aid received by the City to the cost of the International Terminal Project, the International Terminal Aircraft Parking Areas and related taxiways and roadways. In addition, the International Terminal Airline Parties and City shall cooperate to obtain additional International Terminal Government Grants-in-Aid awarded on a discretionary basis for the International Terminal Project. The Component Cost Estimate for each Capital Project Component shall be reduced by an amount equal to the amount of all International Terminal Government Grants-in-Aid designated for use by City for such Capital Project Component.

Section 7.08 -- Issuance Of Special Revenue Bonds.

(a) Without any additional approval of Airline or a Majority-in-Interest of International Terminal Airline Parties other than the approval evidenced by the execution of this Agreement, City may issue Special Revenue Bonds for any one or more of the following purposes, and include the Special Revenue Bond Debt Service and Fund Deposit Requirements thereon in the calculation of Special Revenue Bond Fees and Charges, in accordance with the provisions of Article V:

(i) to fund the cost (as determined in accordance with the procedures described in Sections 7.03, 7.05 and 7.06) of the International Terminal Project (net of any International Terminal Government Grants-in-Aid actually received and applied to the International Terminal Project) and the cost of the Equipment and any optional tenant finish improvements;

(ii) to fund the cost of designing, constructing and equipping capital projects for the International Terminal Area or any other cost allocated to the International Terminal Area necessary to comply with any valid rule, regulation, policy or order of any federal, state or local government, agency or court;

(iii) to fund the cost of designing, constructing and equipping any other capital projects for the International Terminal Area approved by a Majority-in-Interest of International Terminal Airline Parties pursuant to Section 7.09 in accordance with the terms of such approval;

(iv) to fund insurance or condemnation award deficiencies pursuant to Section 14.04(d) or 14.05;

(v) to refinance, to the extent permitted by federal tax law, on a long-term, permanent basis, obligations which were issued originally to finance on a short-term, interim basis, the cost of the International Terminal Project, or, to the extent necessary from time to time to prevent a default thereon, to renew such short-term interim obligations with other short-term obligations;

(vi) to fund capitalized interest, debt service coverage requirements, required deposits into any debt service reserve fund or other fund established in or pursuant to the Special Revenue Bond Master Indenture; and

(vii) to fund, to the extent permitted by law, all costs related to the issuance of Special Revenue Bonds issued pursuant to subsections (i) through (vi) above, including but not limited to underwriters' discount, legal and financial advisors' fees, other consultants' fees, credit facility fees, remarketing fees and bond insurance premiums.

(b) Except with respect to the first issuance of Special Revenue Bonds, at least forty-five (45) days prior to the issuance of any Special Revenue Bonds issued pursuant to Section 7.08(a), City shall give written notice of such financing to Airline. Such notice shall provide the proposed terms of such financing, the estimated Special Revenue Bond Debt Service and Fund Deposit Requirements payable as a result thereof and the impact thereof on Special Revenue Bond Fees and Charges. Upon timely request by a Majority-in-Interest, City shall convene a meeting of International Terminal Airline Parties and City to discuss such financing.

Section 7.09 -- Method Of Obtaining Majority-In-Interest Of International Terminal Airline Parties' Approval For Additional Capital Projects.

In the event City desires to obtain the approval of a Majority-in-Interest of International Terminal Airline Parties for a capital project for the International Terminal Area not included in the International Terminal Project to be funded through the issuance of Special Revenue Bonds pursuant to Section 7.08, or by treating the costs thereof as an International Terminal Special Capital Project Expenditure, City shall, at least forty-five

(45) days before making any capital expenditures or issuing such obligations, submit a proposal in writing to all International Terminal Airline Parties, which proposal shall include an estimate of (a) the cost of and a description of such capital project, (b) the Special Revenue Bond Debt Service and Fund Deposit Requirements, if any, and Operation and Maintenance Expenses of the International Terminal Area resulting therefrom, (c) the sources and uses of funds and the proposed terms of any financing, (d) the construction schedules for any such capital project, and (e) the projected impact on Special Revenue Bond Fees and Charges, all in sufficient detail to enable the International Terminal Airline Parties to make an informed judgment on the appropriateness of such capital project and financing. A capital project and financing shall be deemed to be approved if a Majority-in-Interest of International Terminal Airline Parties approves it.

Section 7.10 -- Additional Capital Projects.

Nothing contained in this Agreement shall be deemed to limit City from constructing capital projects for the International Terminal Area not included in the International Terminal Project; provided, however, that if the City has not obtained the approval of a Majority-in-Interest of International Terminal Airline Parties for any such capital project pursuant to Section 7.09, then City shall not use the proceeds of any Special Revenue Bonds to fund the costs thereof or treat the costs thereof as an International Terminal Special Capital Project Expenditure; and, provided further, that City shall attempt to generate sufficient Non-Airline Revenues of the International Terminal Area to offset, to the greatest extent possible, the O. & M. Expenses of the International Terminal Area attributable to such capital project.

Article VIII.

Equal Opportunity And Affirmative Action Program.

Section 8.01 -- Equal Opportunity.

Airline agrees that in performing under this Agreement it shall neither discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, national origin, handicap or disability, ancestry, marital status, parental status, sexual orientation, source of income, or military discharge. Airline agrees that it will comply with all federal, state and local laws which prohibit discrimination, including but not limited to, the aforementioned forms of discrimination.

Airline further agrees that it will not commit an unfair employment practice.

Airline will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, national origin, handicap or disability, ancestry, marital status, parental

status, sexual orientation, source of income or military discharge. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

Airline agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Section 8.01. Airline further agrees that this clause will be incorporated in all contracts entered into with any suppliers of materials or furnishers of services, contractors and subcontractors, and all labor organizations, which furnish skilled, unskilled and craft union skilled labor, or which may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246, 3 C.F.R. 339 (1964 -- 1965), as modified by Executive Order 11375, 3 C.F.R. 320 (1967); The Civil Rights Act, 42 U.S.C. 2000d, (1964); The Age Discrimination Act, 42 U.S.C. 1601 -- 1602 inclusive, (1975); Discrimination In Public Contract Acts, Ill. Rev. Stat. Ch. 29, Secs. 17-24 (1987); The Human Rights Act, Pub. A No. 81-1216, Ill. Rev. Stat. Ch. 68, Secs. 2-105, 5-101 -- 5-103, inclusive (1987); Municipal Code of Chicago Ch. 199 "Human Rights", Council Journal Proceedings pages 23526 -- 23536 (Dec. 21, 1988); Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 C.F.R. 60-1 (July 1, 1988).

To demonstrate compliance, Airline will furnish, and will obligate its contractors and subcontractors to furnish, such reports and information as is reasonably requested by City.

Section 8.02 -- Nondiscrimination.

This Agreement involves the 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 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 (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 subjected 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 premises in compliance with all other requirements imposed by or pursuant to regulations of the Department of Transportation.

Section 8.03 -- Prohibition Against Exclusive Rights.

It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical

services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and City reserves the right to grant to others the privileges and right of conducting any one or all activities of an aeronautical nature.

Section 8.04 -- Nondiscrimination In Furnishing Services.

Airline agrees to furnish services in the United States in compliance with federal law and 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 or other similar types of price reductions.

Section 8.05 -- Affirmative Action Program And M.B.E./W.B.E. Requirements.

Airline assures that it will undertake an affirmative action program which sets all applicable federal standards 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, national origin, or sex 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 assurances from their organizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

To the extent bond proceeds are used by Airline to purchase and/or install Equipment or optional tenant finish improvements, as described in Article IX hereof, for the International Terminal, Airline shall comply with the provisions of Executive Order 89-7 issued on April 26, 1989 by the Mayor of the City of Chicago, a copy of which order shall be provided by City to Airline.

To the extent funds from International Terminal Government Grants-in-Aid are used to purchase and/or install Equipment or optional tenant finish improvements, as described in Article IX hereof, by Airline for the International Terminal, Airline shall comply with the provisions of 49 C.F.R. Part 23, a copy of which regulations shall be provided by City to Airline.

Article IX.

Responsibilities Of Airline.

Section 9.01 -- Maintenance, Replacement And Repair.

(a) Airline shall, in accordance with Exhibit H, be responsible for and shall perform or cause to be performed, maintenance and repair of its Exclusive Use Premises. The Equipment shall be maintained and repaired in accordance with the terms of the Consortium Agreement. Airline shall, at all times:

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

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

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

(iv) Either directly or through an independent contractor (which independent contractor shall obtain a City permit, the issuance of which shall not be unreasonably withheld), dispose of its garbage, debris and other waste materials (excluding 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 and the F.A.A. at such locations.

Section 9.02 -- Modifications To Exclusive Use Premises.

(a) Airline may, from time to time, install additional facilities and improvements and modify or expand existing facilities or improvements in its Exclusive Use Premises. Before entering into any contract for such work, Airline shall first submit to the Commissioner for prior written approval a construction application together with complete plans and specifications of the proposed work. If requested by the Commissioner, Airline shall require the contractor to furnish a performance bond and payment bond, approved as to

form and substance by the Commissioner. The approval of the construction application and plans and specifications shall not be unreasonably withheld.

(b) Airline shall, and shall include in all construction contracts a provision requiring the contractor to indemnify, hold harmless and defend City, its officers, agents and employees against losses (except to the extent such losses are caused by City's negligence), occasioned by death, injury to persons or damage to property, arising out of or in connection with the performance of construction work, against the risk of loss or damage to the construction prior to the completion thereof, and against losses resulting from claims and demands by third persons arising out of the performance of the construction work; and Airline shall provide, or shall require the contractor to provide, liability insurance covering the foregoing. Airline shall also include in any construction contract such provisions as may reasonably be required by the Commissioner relating to the operation of the contractor at the Airport.

(c) All work performed by Airline or its contractor, including all workmanship and materials, shall be of acceptable quality and shall be performed in accordance with the plans and specifications approved by the Commissioner. Such work may be inspected by the Commissioner, or the authorized representative of the Commissioner, at any time.

(d) Airline shall deliver to the Commissioner "as built" drawings of the work performed by it and shall keep such drawings current showing any changes or modifications made in or to its Exclusive Use Premises.

(e) Airline shall discharge when due all obligations to contractors, subcontractors, materialmen, workmen and others for all work performed and for materials furnished for or on account of Airline.

Section 9.03 -- Taxes, Licenses And Permits.

Airline shall pay all taxes and obtain all licenses, permits, certificates and other authorizations required by any governmental authority in connection with the operations or activities performed by it hereunder.

Section 9.04 -- Installation Of Machinery And Equipment.

Airline may, from time to time, in its sole discretion and at its own expense, install machinery, equipment and other personal property in its Exclusive Use Premises which may be attached or affixed to, but shall not become a part of, the Exclusive Use Premises. Any damage resulting from any such installation shall be repaired by Airline at its own expense. All such machinery, equipment and other personal property shall remain the sole property of Airline and may be removed by Airline at any time, in its sole discretion and at its own expense; provided, however, that any damage resulting from any such removal shall be repaired by Airline at its own expense. City shall not have any interest in or landlord's lien on, or liability for any damage to, any such machinery, equipment or

personal property, and such machinery, equipment and personal property shall be identified as the property of Airline.

Section 9.05 -- Liens Prohibited.

Airline shall keep its Exclusive Use Premises and the installations situated thereon free and clear of any and all liens in any way arising out of the construction, improvement or use thereof by Airline; provided, however, that Airline may in good faith contest the validity of any lien.

Section 9.06 -- Performance By City Upon Failure Of Airline.

If Airline fails to perform, for a period of thirty (30) days after written notice from City, any obligation required by this Article IX, City may perform such obligation of Airline, and charge Airline for the cost to City of such performance; provided, however, that if Airline's failure to perform any such obligation endangers the safety of operations at the Airport and City so states in its notice to Airline, City may perform such obligation of Airline at any time after the giving of such notice and charge Airline for its costs of such performance.

Section 9.07 -- Airline Books And Records.

Airline shall maintain at its office in Chicago, Illinois, or at the Airport, books, records and accounts relevant to the determination of any International Terminal Area Fees and Charges, Special Revenue Bond Fees and Charges, Landing Fees, and Fueling System Fees payable by it. If such books, records and accounts are not maintained at such office, Airline shall in any case maintain such books, records and accounts within the United States, and Airline shall promptly furnish the Commissioner and the City Comptroller of City with all information reasonably requested by them with respect to such books, records and accounts. The Commissioner and the City Comptroller of City, and such persons as may be designated by them, shall have the right, at all reasonable times, subject to prior written notice to Airline, to examine, make copies of, and take extracts from such books, records and accounts.

Section 9.08 -- Airline To Maintain Its Corporate Existence; Conditions Under Which Exceptions Permitted.

Airline shall maintain its corporate existence, shall not dissolve or otherwise dispose of all or substantially all of its assets, and shall not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it, unless the surviving, resulting or transferee corporation, as the case may be, (a) expressly assumes in writing all of the obligations of Airline hereunder, and (b) if such corporation is

not organized and existing under the laws of the United States of America or any State or Territory thereof or the District of Columbia, delivers to City an irrevocable consent to service of process and jurisdiction substantially similar to Section 9.09(c) hereof.

Section 9.09 -- Authorization To Operate; Consent To Service Of Process And Jurisdiction.

(a) Airline warrants that it is a corporation organized and existing under the laws of the state or country shown on the signature page hereof; is a holder of a foreign air carrier permit duly issued under the Federal Aviation Act of 1958, as amended, authorizing it to operate in foreign air transportation to and from the City of Chicago.

(b) If Airline is a corporation organized and existing under the laws of the United States of America or a State or Territory thereof or the District of Columbia, Airline warrants that it is, and throughout the terms of this Agreement it will continue to be, duly qualified to do business in the State of Illinois.

(c) All judicial proceedings brought against Airline with respect to this Agreement may be brought in any federal court of competent jurisdiction having situs within the boundaries of the federal court district of the Northern District of Illinois, and by execution and delivery of this Agreement, Airline accepts, for itself and in connection with its properties, generally and unconditionally, the nonexclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. Airline irrevocably designates and appoints the representative designated on the signature page hereto under the heading "Designation of Agent for Service of Process", as its agent in Chicago, Illinois to receive on its behalf service of all process in any such proceedings in any such court (which representative shall be available to receive such service at all times), such service being hereby acknowledged by such representative to be effective and binding service in every respect. Airline irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the ground of forum non conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Agreement in the jurisdiction set forth above. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of City to bring proceedings against Airline in the courts of any other jurisdiction.

Article X.

Obligations Of City.

Section 10.01 -- Operation And Maintenance.

(a) City shall, in accordance with Exhibit H, operate, maintain and keep in good repair,

expend such amounts for O. & M. Expenses of the International Terminal Area as shall be reasonable and necessary therefor, all of the areas and facilities of the International Terminal except as specifically excepted by Section 9.01. City's obligation with respect to the operation and maintenance of the Equipment and certain of the Common Use Premises shall be governed by the terms of the Consortium Agreement.

(b) City shall operate and maintain the Airport in good repair, in a reasonably prudent manner and in accordance with the rules, regulations and orders of any federal or state agency having jurisdiction with respect thereto.

(c) City shall operate the International Terminal and lease space to concessionaires in the International Terminal in a manner so as to produce concession revenues of a nature and amount that would be produced by a reasonably prudent airport operator operating an international terminal and to maximize such concession revenues to the extent reasonably practicable. At least forty-five (45) days before any concession agreement is entered into between City and any concessionaire with respect to the use of any space or facilities in the International Terminal, City shall furnish Airline with a copy of such proposed agreement, along with a general description of the expected impact, if any, on Airline's use of its Exclusive Use Premises. The Commissioner shall give due consideration to any comments submitted in a timely manner by Airline on such agreement, and shall, if requested by Airline, meet with Airline to discuss the expected impact, if any, on Airline's use of its Exclusive Use Premises.

(d) City shall impose a landing fee on each Fee Landing, which landing fee shall be calculated on the basis of a landing fee rate not less than the Landing Fee Rate then in effect.

(e) City shall supply adequate lighting for the Airport, including adequate landing lights, floodlights, beacons and other field lighting.

(f) City shall use its best efforts to keep the Airport open and in operation for landings and take-offs of aircraft of any type designed to use facilities similar to those at the Airport. In such regard, City shall employ or cause to be employed construction, reconstruction and repair techniques (including supervision and construction management) which will minimize Airport operational delays or disruption reasonably expected to result from such construction, reconstruction or repair. Except as otherwise provided in Section 9.01, City shall take all actions necessary to keep the International Terminal Area, the Airfield Area and the Terminal Support Area clear of snow, ice, debris, vegetation and other foreign matter.

(g) City shall maintain "as built" drawings of all improvements at the Airport, which drawings shall be available to Airline for inspection at any reasonable time.

(h) City shall pay all taxes or special assessments which may be levied or assessed upon the premises leased hereunder; provided, however, that the foregoing shall not apply to any taxes on any personal property or leasehold of Airline located on such premises.

(i) City shall maintain order at the Airport.

Section 10.02 -- Performance By Airline Upon Failure Of City.

If City fails to perform, for a period of thirty (30) days after written notice from Airline, any obligation required by Section 10.01(a), Airline may, but is not required to, perform, by itself or jointly with any other International Terminal Airline Parties, such obligation of City, and charge City for the cost to Airline of such performance; provided, however, that if City's failure to perform any such obligation endangers the safety of Airline's operation at the Airport and Airline so states in its notice to City, Airline may perform, by itself or jointly with any other International Terminal Airline Parties, such obligation of City at any time after the giving of such notice and charge City for its costs of such performance; and, provided further, that in either event, Airline shall not deduct any such cost from any amounts due hereunder or under any other agreement between Airline and City relating to the Airport. City shall pay to Airline such costs of Airline's performance within a reasonable period of time after receipt from Airline of notice of such costs. City shall not be liable to Airline for any loss of revenues to Airline resulting from any of City's acts, omissions or negligence in maintaining and operating the Airport.

Section 10.03 -- Pursuit Of Remedies Against Defaulting International Terminal Airline Parties.

(a) A default by any International Terminal Airline Party in the payment of International Terminal Area Fees and Charges, Special Revenue Bond Fees and Charges or indemnification payments pursuant to Section 14.01(a) may, if not cured, result in a greater amount of International Terminal Area Fees and Charges and Special Revenue Bond Fees and Charges, payable by Airline than would otherwise have been required. Accordingly, City shall diligently pursue all appropriate remedies against any such defaulting International Terminal Airline Party on behalf of and for the benefit of the non-defaulting International Terminal Airline Parties, including Airline, and shall give due consideration to any comments submitted to City by Airline with respect to the pursuit of such remedies.

(b) Any International Terminal Area Fees and Charges collected by City from a defaulting International Terminal Airline Party shall be treated as Non-Airline Revenues of the International Terminal Area in the Fiscal Year in which such fees, charges or rentals are collected to the extent that non-defaulting International Terminal Airline Parties paid such fees, charges or rentals and the default by the defaulting International Terminal Airline Party did not in any Fiscal Year create a Net Deficit of the International Terminal Area under Section 14.02 of the 1983 Airport Use Agreement. Special Revenue Bond Fees and Charges collected by City from a defaulting International Terminal Airline Party shall be deposited in the Special Revenue Fund created under the Special Revenue Bond Master Indenture.

(c) At the election of International Terminal Airline Parties who have paid more than fifty percent (50%) of the amount owed by any defaulting International Terminal Airline Party hereunder, such International Terminal Airline Parties shall become subrogated to City's rights against such person, and may assume the prosecution of, and responsibility

for pursuing, City's remedies against such defaulting person. In the event of such election, City shall fully cooperate with the International Terminal Airline Parties assuming the prosecution of such remedies.

Article XI.

*Single Federal Inspection Service Facility Covenant;
Replacement Fees.*

Section 11.01 -- Single Federal Inspection Service Facility.

(a) Except in connection with agreements existing as of the date hereof between City and each of United Airlines, Inc. and American Airlines, Inc., City shall not construct or operate, nor grant to any person the rights to construct or operate, an F.I.S. Facility other than the F.I.S. Facility in the International Terminal, unless and until (i) City has obtained all necessary governmental approvals for the operation of such additional F.I.S. Facility and (ii) (A) City is required to design, construct or operate such additional F.I.S. Facility in order to comply with any applicable rule, regulation, policy or order of any federal agency having jurisdiction over the operation of the Airport, or (B) a majority in number of International Terminal Airline Parties which, in the aggregate, paid a majority of the International Terminal Area Fees and Charges paid by all International Terminal Airline Parties in the preceding Fiscal Year approves the construction of such additional facility, or (C) the following conditions are met:

- (1) the number of Deplaned Passengers using the F.I.S. Facility in the International Terminal exceeds the Design Capacity, as defined below, on more than (x) sixty (60) one (1) hour intervals in any calendar month or (y) one hundred twenty (120) one (1) hour intervals in any three (3) consecutive calendar months; and
- (2) the conditions described in clause (x) of (1) above or the condition described in clause (y) of (1) above has occurred twice in fifteen (15) consecutive months, or the conditions described in clause (x) and clause (y) of (1) above have each occurred once in fifteen (15) consecutive months.

City's right pursuant to (ii) (C) above to grant the right to construct an F.I.S. Facility other than the F.I.S. Facility in the International Terminal shall continue through December 31 of the calendar year following the calendar year in which the condition described in clause (x) or clause (y) of (1) above was met.

(b) "Design Capacity" means the maximum number of Deplaned Passengers that the F.I.S. Facility in the International Terminal can accommodate during the peak hour. The Design Capacity shall be determined by multiplying the number of primary inspection stations actually installed in the F.I.S. Facility in the International Terminal by the processing rate, which will be based upon actual policy and procedures of the United States Immigration and Naturalization Service, the United States Department of Health and Human Services, the United States Department of Agriculture, the United States Customs Service and other federal agencies for processing passengers. Accordingly, commencing on the Date of Beneficial Occupancy of the International Terminal, Design Capacity shall be determined by multiplying the estimated sixty-eight (68) primary inspection station by the processing rate of sixty (60) passengers per hour per station, which equals four thousand eighty (4,080) passengers per hour. The Design Capacity shall be presumed to be four thousand eighty (4,080) Deplaned Passengers, unless and until amended by City and a Majority-in-Interest of the International Terminal Airline Parties.

(c) City shall use all reasonable efforts to ensure that the maximum number of primary inspection stations are operated during peak periods.

Section 11.02 -- Replacing Fees.

(a) If, pursuant to Section 121.01(a), one or more additional F.I.S. Facilities is constructed at the Airport, and any International Terminal Airline Party elects, pursuant to written notice to City and to the International Terminal Airlines' Representative to utilize any such additional F.I.S. Facility for its deplaned international passengers, City shall charge such International Terminal Airline Party (a "Departed Airline Party") Enplaned and Deplaned Replacement Fees pursuant to this Section 11.02. The date of such notification by an International Terminal Airline Party to City shall establish the Election Year for such Departed Airline Party.

(b) Following the beneficial occupancy of an F.I.S. Facility at the Airport other than the F.I.S. Facility in the International Terminal, City shall charge each Departed Airline Party (i) an Enplaned Replacement Fee in each Fiscal Year in which the total number of Enplaned Passengers in the International Terminal is less than 90% of the total number of Enplaned Passengers in the International Terminal in the Fiscal Year preceding the Election Year for such Departed Airline Party, and (ii) a Deplaned Replacement Fee in each Fiscal Year in which the total number of Deplaned Passengers in the International Terminal is less than 90% of the total number of Deplaned Passengers in the International Terminal in the Fiscal Year preceding the Election Year for such Departed Airline Party.

(c) Enplaned Replacement Fees shall be calculated as follows:

(i) The total of all Enplaned Replacement Fees for any Fiscal Year shall be determined by multiplying (A) the amount by which the International Terminal Enplaned Passenger Rate (as hereinafter defined) for such Fiscal Year exceeds the applicable Adjusted International Terminal Enplaned Passenger Rate (as hereinafter defined) for such Fiscal Year, by (B) the total number of Enplaned Passengers in the

International Terminal in such Fiscal Year. The International Terminal Enplaned Passenger Rate for any Fiscal Year shall be determined by dividing (1) the sum of the Enplaned Common Use Cost Center I.T.-C.R.C. Requirement and the Enplaned Common Use Cost Center S.R.B. Requirement for such Fiscal Year (the "Total Enplaned Common Use Cost Center Requirement") by (2) the total number of Enplaned Passengers in the International Terminal in such Fiscal Year. The Adjusted International Terminal Enplaned Passenger Rate for any Fiscal Year shall be determined by dividing (x) the Total Enplaned Common Use Cost Center Requirement for such calendar year by (y) 90% of the total number of Enplaned Passengers in the International Terminal in the Fiscal Year preceding the Election Year for the first Departed Airline Party.

(ii) The total of all Enplaned Replacement Fees for any Fiscal Year shall be prorated between all Departed Airline Parties in such Fiscal Year based on a percentage established for each Departed Airline Party by dividing (A) such Departed Airline Party's Enplaned Passengers in the Fiscal Year preceding the Election Year for the first Departed Airline Party by (B) the total of all Departed Airline Parties' Enplaned Passengers in the Fiscal Year preceding the Election Year for the first Departed Airline Party. A Departed Airline Party that has less than ten thousand (10,000) Enplaned Passengers (excluding any Enplaned Passengers of another person handled by such Departed Airline Party) in the International Terminal in the Fiscal Year preceding the Election Year for the first Departed Airline Party shall be deemed not to be a Departed Airline Party for purposes of this subsection (c)(ii). For purposes of the calculation in this subsection (c)(ii), each Departed Airline Party's Enplaned Passengers shall include any enplaned international passengers of another person handled by such Departed Airline Party in a facility other than the International Terminal if such other person previously utilized the International Terminal for its Enplaned Passengers but is not an International Terminal Airline Party with an International Terminal Use Agreement having a term expiring in 2008 or 2018.

(d) Deplaned Replacement Fees shall be calculated as follows:

(i) The total of all Deplaned Replacement Fees for any Fiscal Year shall be determined by multiplying (A) the amount by which the International Terminal Deplaned Passenger Rate (as hereinafter defined) for such Fiscal Year exceeds the applicable Adjusted International Terminal Deplaned Passenger Rate (as hereinafter defined) for such Fiscal Year, by (B) the total number of Deplaned Passengers in the International Terminal in such Fiscal Year. The International Terminal Deplaned Passenger Rate for any Fiscal Year shall be determined by dividing (1) the sum of the Deplaned Common Use Cost Center I.T.-C.R.C. Requirement and the Deplaned Common Use Cost Center S.R.B. Requirement for such Fiscal Year (the "Total Deplaned Common Use Cost Center Requirement") by (2) the total number of Deplaned Passengers in the International Terminal in such Fiscal Year. The Adjusted International Terminal Deplaned Passenger Rate for any Fiscal Year shall be determined by dividing (x) the Total Deplaned Common Use Cost Center Requirement for such Fiscal Year by (y) 90% of the total number of Deplaned Passengers in the International Terminal in the Fiscal Year preceding the Election Year for the first Departed Airline Party.

(ii) The total of all Deplaned Replacement Fees for any Fiscal Year shall be prorated between all Departed Airline Parties in such Fiscal Year based on a percentage established for each Departed Airline Party by dividing (A) each Departed Airline Party's Deplaned Passengers in the Fiscal Year preceding the Election Year for the first Departed Airline Party by (B) the total of all Departed Airline Parties Deplaned Passengers in the Fiscal Year preceding the Election Year for the first Departed Airline Party. For purposes of the calculation in subsection (d)(ii), each Departed Airline Party's Deplaned Passengers shall include any deplaned international passengers of another person handled by such Departed Airline Party in an F.I.S. Facility other than the F.I.S. Facility in the International Terminal if such other person is not an International Terminal Airline Party with an International Terminal Use Agreement having a term expiring in 2008 or 2018.

(e) Prior to the Date of Beneficial Occupancy of the F.I.S. Facility in the International Terminal, City shall withdraw its consent for the operation of any other F.I.S. Facility at the Airport and shall notify any person then operating an F.I.S. Facility at the Airport, other than the F.I.S. Facility located within the Interim International Terminal, that operations in such person's F.I.S. Facility must be discontinued upon the later to occur (i) January 1, 1993 or (ii) the Date of Beneficial Occupancy of the International Terminal.

(f) In the event an additional F.I.S. Facility is constructed pursuant to Section 11.01(a)(ii)(B) above, 67% of the International Terminal Airline Parties which, in the aggregate, paid 67% or more of International Terminal Area Fees and Charges paid by all International Terminal Airlines Parties for the preceding Fiscal Year may waive any Replacement Fees otherwise payable pursuant to this Section 11.02. For purposes of a waiver of Replacement Fees, no airline with a Month-to-Month Agreement shall be deemed an International Terminal Airline Party, and no airline shall be deemed an International Terminal Airline Party so long as an Event of Default with respect to such International Terminal Airline Party has occurred and is continuing, and City has given written notice of such Event of Default to such International Terminal Airline Party.

(g) Except with the approval of a Majority-in-Interest of International Terminal Airline Parties, on the date of beneficial occupancy of the F.I.S. Facility in the International Terminal, the City shall cease to operate and cause the closure of the F.I.S. Facility in the Interim International Terminal.

Article XII.

Rules And Regulations; Compliance With Laws.

Section 12.01 -- Rules And Regulations.

(a) Airline shall comply, and shall use its best efforts to cause its passengers, guests, invitees and independent contractors to comply, with all-Rules and Regulations governing

the conduct and operation of the Airport, promulgated from time to time by the Commissioner, which are 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 with respect thereto.

(b) Nothing herein shall be construed to prevent Airline from contesting in good faith any Rule or Regulation of the Airport, without being considered in breach hereof so long as such contest is diligently commenced and prosecuted by Airline. Airline shall be excused from complying with any Rule or Regulation of the Airport during any such contest unless the Commissioner reasonably determines that failure to comply with such Rule or Regulation constitutes a health or safety hazard to users of the Airport.

(c) City shall supply Airline with City's current Rules and Regulations. Except in cases of emergency, no Rule or Regulation shall be applicable to Airline until Airline has been given fifteen (15) days' notice of the adoption thereof.

Section 12.02 -- Compliance With Laws.

City and Airline shall comply with all applicable federal, state and local laws, codes, regulations, ordinances, rules and orders; provided, however, that City or Airline may, without being considered to be in breach hereof, contest any such laws so long as such contest is diligently commenced and prosecuted by City or Airline, as the case may be.

Article XIII.

Exercise By City Of Governmental Functions.

Section 13.01 -- Governmental Functions.

(a) Nothing contained herein shall impair the right of City in the exercise of its governmental functions to require Airline to pay any applicable tax or inspection fees or to procure necessary permits or licenses, provided such requirement is not inconsistent with the rights and privileges granted to Airline hereunder.

(b) City shall have no control over the rates, fares or charges that Airline may prescribe in connection with the conduct of its Air Transportation Business.

Section 13.02 -- No Authority To Conduct Ground Transportation Business.

Except as provided in Section 3.04(b), nothing contained herein shall be deemed to be the

grant of any franchise, license, permit or consent to Airline to operate motor coaches, buses, taxicabs or other vehicles carrying passengers or property for hire or other consideration over the public ways to and from the Airport. City shall have the right to grant such franchise, license, permit or consent to any person other than a person in the Air Transportation Business.

Article XIV.

Indemnity, Insurance And Condemnation.

Section 14.01 -- Indemnity.

(a) Airline shall pay, and shall protect, indemnify and save City, its agents, officers and employees, harmless from and against any and all liabilities, losses, damages, costs and expenses (including attorneys' fees and expenses), causes of action, suits, claims, demands, judgments, awards and settlements including, without limitation, payments of claims or liability resulting from any injury to or death of any person or damage to property, 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 therefor; provided, however, that if and to the extent City fails to maintain the insurance required hereunder, then Airline shall not be obligated under this Section 14.01(a) to pay City to the extent of insurance proceeds which City would have received if it had maintained such insurance:

(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 (other than the Land Support Area) for the landing and take-off of aircraft, provided that any liabilities of Airline and all other International Terminal Airline Parties under this Section 14.01(a)(i) shall be treated as Operation and Maintenance Expenses, as defined in the 1983 Airport Use Agreement, and shall be allocated to the Airfield Area under the 1983 Airport Use Agreement, and Airline shall have no responsibility for any such liabilities beyond its responsibility to pay rentals, charges and fees pursuant to Article V;

(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 Exclusive Use 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. In the event any of the suits or actions covered by subsection (a)(i) above occur, the defense and expenses associated therewith shall be conducted and allocated in accordance with Article XIX of the 1983 Airport Use Agreement. 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.

Section 14.02 -- Insurance Maintained By Airline.

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.

Section 14.03 -- Insurance Maintained By City.

City shall maintain, or cause to be maintained, insurance with respect to the Airport (except the Land Support Area) against such casualties and contingencies and in amounts not less than is reasonably prudent. Without limiting the foregoing, City shall maintain, or cause to be maintained, the following insurance with respect to the Airport (except the Land Support Area):

(a) Insurance against loss or damage under a policy or policies covering such risks as are ordinarily insured against by reasonably prudent operators of airports, including without limiting the generality of the foregoing: fire, lightning, windstorm, hail, floods, explosion, riot, riot attending a strike, civil commotion, damage from aircraft, smoke and uniform standard extended coverage with vandalism and malicious mischief endorsements, and all-risk coverage, limited only as may be provided in the standard form, if any, of such endorsements at the time in use in the State of Illinois. Such insurance shall be maintained in an amount not less than the full insurable replacement value of the insured premises. No policy of insurance shall be written such that the proceeds thereof will produce less, by reason of co-insurance provisions or otherwise, than the full insurable replacement value of the insured premises. Full insurable replacement value of any insured premises shall be deemed to equal the actual replacement cost of the premises, and shall be determined from time to time, but not less frequently than once every three years, by an architect, contractor, appraiser or appraisal company or one of the insurers, in any case, selected by City. In the event that such determination of full insurable replacement value indicates that any premises in

the Airport (other than the Land Support Area) are underinsured, City shall forthwith secure the necessary additional insurance coverage.

(b) Comprehensive general public liability insurance including blanket contractual liability and personal injury liability (with employee exclusion deleted), and on-premises automobile insurance including owned, non-owned and hired automobiles used and operated by City, protecting City against liability for injuries to persons and property arising out of the existence or operation of the Airport (except the Land Support Area) in limits as follows: for personal injury and bodily injury, \$100,000,000 for each occurrence and \$100,000,000 annual aggregate; and for property damage, \$100,000,000 for each occurrence and \$100,000,000 annual aggregate.

(c) Boiler or pressure vessel explosion insurance with coverage on a replacement cost basis as provided in subsection (a) of this Section 14.03 for property damage, but any such policy may have a deductible amount not exceeding \$10,000. No such policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the first sentence of this subsection (c) by reason of co-insurance provisions or otherwise.

(d) Each policy of insurance maintained by City under this Section 14.03 shall contain a waiver of subrogation in favor of City and Airline on the part of the insurer.

(e) If, at any time, City is obligated under any other agreement then in effect between City and Airline to provide, with respect to premises at the Airport, insurance of the nature and in not less than the amounts described in this Section 14.03, then the provisions of this Section 14.03 shall be subject to the applicable provisions of such other agreement.

(f) City shall furnish to International Terminal Airlines' Representative copies of any notices received by City covering any of the matters contained in this Article XIV.

Section 14.04 -- Use Of Insurance Proceeds.

(a) If Airline's Exclusive Use Premises or any portion thereof, are damaged or destroyed by fire or other casualty, City, after consultation with Airline, shall, to the extent of proceeds of insurance received with respect to such premises, forthwith repair, reconstruct and restore (subject to unavoidable delays) the damaged or destroyed premises to (i) substantially the same condition, character and utility value (based upon the plans and specifications for such premises, subject to then-existing Airport building standards) as existed prior to the event causing such damage or destruction, or (ii) such other condition, character and value as may be agreed upon by City and Airline. If no Special Revenue Bonds issued pursuant to Section 7.08 are then outstanding, and if Airline's Exclusive Use Premises, or any portion thereof, are rendered untenable by reason of such damage or destruction, then, unless City provides Airline with alternative Exclusive Use Premises substantially equivalent to those rendered untenable, Airline shall be entitled to a pro rata abatement of its I.T.-C.R.C. Terminal Rentals until Airline's Exclusive Use Premises are restored pursuant to this Section 14.04(a).

(b) If any part of the International Terminal (other than Exclusive Use Premises) or International Terminal Aircraft Parking Areas are damaged or destroyed by fire or other casualty, City, after consultation with the Airlines' Executive Committee, shall, to the extent of proceeds of insurance received with respect to such premises, forthwith repair, reconstruct and restore (subject to unavoidable delays) the damaged or destroyed premises to (i) substantially the same condition, character and utility value (based upon the plans and specifications for such premises, subject to then-existing building standards) as existed prior to the event causing such damage or destruction, or (ii) such other condition, character and value as may be agreed upon by City and a Majority-in-Interest of International Terminal Airline Parties.

(c) If the net proceeds of insurance received on account of damage to or destruction of any premises described in Section 14.04(a) or (b) (other than International Terminal Aircraft Parking Areas) are in excess of the amount necessary to repair, reconstruct and restore such premises, the amount of such excess shall be treated as Non-Airline Revenues of the International Terminal Area and applied in accordance with the terms of G.A.R.B.O.

(d) If the net proceeds of insurance received on account of damage to or destruction of any premises described in Section 14.04(a) or (b) are insufficient to repair, reconstruct and restore such premises as provided in Section 14.04(a) or (b), as the case may be, so long as City has the right and power to issue Special Revenue Bonds, City may, but shall not be obligated to, issue Special Revenue Bonds and pay the cost of the deficiency from the proceeds of such issuance, or, in the alternative, repair, reconstruct and restore only such portion of the damaged or destroyed premises as is economically feasible, given the amount of proceeds of insurance received with respect to such premises. The Special Revenue Bond Debt Service and Fund Deposit Requirements on Special Revenue Bonds issued to fund the amount of such deficiency shall be included in the computation of Special Revenue Bond Fees and Charges. Notwithstanding anything to the contrary contained herein, a Majority-in-Interest of International Terminal Airline Parties shall have the right to disapprove an issuance of Special Revenue Bonds for the purposes described in this Section 14.04(d) upon notice to City within fifteen (15) days of receipt by International Terminal Airline Parties of notice pursuant to Section 7.08(b).

Section 14.05 -- Condemnation.

(a) City and Airline shall cooperate in the handling of any prospective or pending condemnation proceedings with respect to Airline's Exclusive Use Premises.

(b) Any condemnation or taking of such a substantial part of Airline's Exclusive Use Premises that results in such premises being unsuitable, or the use thereof being economically unfeasible, is herein referred to as a "Total Taking". In the event of a taking of any of Airline's Exclusive Use Premises other than a Total Taking (a "Partial Taking"), this Agreement shall remain in effect and, if the net proceeds of any award received by City on account of such Partial Taking are sufficient for the purpose, City, after consultation with Airline, shall forthwith (subject to unavoidable delays) apply such net proceeds to the restoration or replacement of the premises so taken as nearly as possible to (i) such condition, character and utility value (based upon the plans and specifications, subject to

then-existing Airport building standards) as existed prior to such Partial Taking, or (ii) to such other condition, character and value as may be agreed upon by City and such International Terminal Airline Party.

(c) In the event of a Partial Taking with respect to any International Terminal Airline Party or International Terminal Airline Parties, if the net proceeds of any award received by City on account of such Partial Taking are insufficient to restore or replace the premises so taken, as provided above, so long as City has the right and power to issue Special Revenue Bonds, City shall nevertheless restore or replace (subject to unavoidable delays) the premises subject to such Partial Taking, and may, but shall not be obligated to, issue Special Revenue Bonds and pay the cost of the deficiency (the "Condemnation Award Deficiency") from the proceeds of such issuance, or, in the alternative, restore or replace only such portion of the premises so taken as is economically feasible, given the amount of proceeds of any award received with respect to such premises. The Special Revenue Bond Debt Service and Fund Deposit Requirements on Special Revenue Bonds issued to fund the amount of a Condemnation Award Deficiency shall be included in the computation of Special Revenue Bond Fees and Charges. Notwithstanding anything to the contrary contained herein, a Majority-in- Interest of International Terminal Airline Parties shall have the right to disapprove an issuance of Special Revenue Bonds for the purposes described in this Section 14.05(c) upon notice to City within fifteen (15) days of receipt by International Terminal Airline Parties of notice pursuant to Section 7.08(b).

(d) If for any reason the net proceeds of an award received by City on account of the condemnation or taking of any Exclusive Use Premises of any International Terminal Airline Party are in excess of the amount necessary to restore or replace such premises, the amount of such excess shall be treated as Non-Airline Revenues of the International Terminal Area and applied in accordance with G.A.R.B.O.

(e) In the event of a Total Taking of any International Terminal Airline Party's Exclusive Use Premises, the following shall apply:

(i) Such International Terminal Airline Party shall receive such portion of the net proceeds received by City on account of such taking as is attributable to such International Terminal Airline Party's non-removable tenant finishes and equipment; and

(ii) At the election of such International Terminal Airline Party, such International Terminal Airline Party may require City to construct new Exclusive Use Premises for such International Terminal Airline Party at a mutually agreeable location in the International Terminal, in which event the net proceeds received by City on account of such taking shall be applied to the construction of such new facilities and any deficiency or excess shall be handled in the same manner as a deficiency or excess with respect to a Partial Taking.

Article XV.

Books And Records Of City.

Section 15.01 -- City Books And Records.

City shall follow such procedures and keep and maintain such books, records and accounts as may be necessary or appropriate under the provisions of this Agreement or of any ordinance or resolution authorizing Special Revenue Bonds. Such books, records and accounts shall contain all items affecting the computation of International Terminal Area Fees and Charges, Special Revenue Bond Fees and Charges, Landing Fees and Fueling System Fees, recorded in accordance with generally accepted accounting principles. Airline shall have the right, at any reasonable time and at its own expense, to examine, make copies of, and take extracts from such books, records and accounts.

Article XVI.

Equipment And Consortium Agreement.

Section 16.01 -- Equipment And Consortium Agreement.

City intends to execute the Consortium Agreement with C.I.C.A. T.E.C. The Consortium Agreement will provide for the design, acquisition, installation, operation and maintenance of the Equipment by C.I.C.A. T.E.C. Among other things, the Consortium Agreement will provide for the following:

(a) provisions for the use of Special Revenue Bond proceeds by C.I.C.A. T.E.C. for the design, acquisition and installation of the Equipment and procedures governing such design, acquisition and installation, including requirements for M.B.E./W.B.E./D.B.E. participation;

(b) provisions for the operation and maintenance of the Equipment and certain portions of the Common Use Premises by C.I.C.A. T.E.C.;

(c) provisions requiring (i) full and complete access to the Equipment for non-members of C.I.C.A. T.E.C. and (ii) reasonable charges to non-members of C.I.C.A. T.E.C.;

(d) provisions granting City the right of prior review and approval of (i) all rules and regulations related to access to and use of the Equipment and (ii) all charges to non-members of C.I.C.A. T.E.C. for the use of the Equipment, which approval shall not be unreasonably withheld;

(e) provisions granting City the right to review any participation agreement between the members of C.I.C.A. T.E.C. for compliance with this Agreement;

(f) provisions requiring the admission of new members to C.I.C.A. T.E.C. upon reasonable terms;

(g) provisions governing the payment of S.R.B. Equipment Charges by C.I.C.A. T.E.C. on behalf of the International Terminal Airline Parties, including an agreement by City not to charge any amortization or depreciation charges with respect to any Equipment the capital cost of which has been fully recovered through the inclusion of Special Revenue Bond Debt Service and Fund Deposit Requirements in previous S.R.B. Equipment Charges;

(h) provisions obligating C.I.C.A. T.E.C. to deliver quarterly reports to City with respect to the operation and maintenance of the Equipment and to meet with City at City's request;

(i) provisions permitting City and C.I.C.A. T.E.C. to provide for the acquisition, operation and maintenance of buses by C.I.C.A. T.E.C.;

(j) provisions relating to the payment by C.I.C.A. T.E.C. on behalf of certain International Terminal Parties of Special Revenue Bond Debt Service and Fund Deposit Requirements related to special tenant finishes;

(k) provisions for the rental of exclusive use premises by the Consortium;

(l) provisions for easements and rights of access and entry to certain Common Use Premises and the International Terminal Aircraft Parking Areas;

(m) provisions permitting City and C.I.C.A. T.E.C. to provide for the contracting of the operator of the International Terminal Gate Control Office; and

(n) any matter requiring approval under the Consortium Agreement shall be deemed approved if (i) the City approves such matter in writing, or (ii) C.I.C.A. T.E.C. is not notified in writing of City's disapproval within thirty (30) days of the submission of a request by C.I.C.A. T.E.C. to City for approval. In the event City disapproves any such matter, City shall state the reasons for such disapproval.

Article XVII.

Sublease; Assignment; Handling Agreements.

Section 17.01 -- Sublease And Assignment Of Exclusive Use Premises.

(a) Airline may sublet or assign its Exclusive Use Premises, in whole or in part, to another person in the Air Transportation Business, 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 the I.T.-C.R.C. Terminal Rentals and S.R.B. Terminal Rentals established hereunder and for the payment, performance and observance of its other obligations and agreements herein provided;

(ii) Any sublessee or assignee shall agree to be bound by all of the terms and provisions of this Agreement; and

(iii) Any sublease or assignment of less than all of Airline's Exclusive Use Premises shall be subject to the prior written approval of the Commissioner, which approval shall not be unreasonably withheld; and any sublease or assignment of all of Airline's Exclusive Use Premises (other than an assignment made to a surviving, resulting or transferee corporation which meets all of the criteria set forth in Section 9.08) shall be subject to the prior approval of the City Council of City.

(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 17.01.

Section 17.02 -- Assignment By City.

City may assign, in accordance with any ordinance or resolution authorizing Special Revenue Bonds, if applicable, and with the terms of this Agreement, certain of its interests in and pledge certain revenues and receipts under this Agreement as security for payment of the principal of, premium, if any, and interest on Special Revenue Bonds issued pursuant to Section 7.08.

Section 17.03 -- Handling Agreements.

Pursuant to such terms and provisions as Airline may deem appropriate and for so long as Airline actively conducts an Air Transportation Business at the Airport, Airline's Exclusive Use Premises, the International Terminal Aircraft Parking Areas, the Common Use Premises and any Public Use Premises or other public areas of the Airport which Airline has a right to use in common with others, may also be used by Airline for the handling by Airline's personnel of air transportation operations of other persons engaged in the Air Transportation Business to the same extent as they may be used for the operations of Airline; provided, however, that (a) Airline shall remain liable for all of its obligations hereunder, (b) Airline shall give the Commissioner written notice of any such handling arrangement at least seven (7) days prior to the effective date thereof, and (c) no handling arrangement shall be allowed if the Commissioner objects to it on the basis of material adverse impact to Airport operations within such seven (7) day period.

Article XVIII.

Events Of Default; Termination By City.

Section 18.01 -- Events Of Default Defined.

Each of the following shall be an "Event of Default" under this Agreement:

(a) The failure by Airline to pay any International Terminal Area Fees and Charges, Special Revenue Bond Fees and Charges, Landing Fees or Fueling System Fees required to be paid hereunder at the times specified herein;

(b) The dissolution or liquidation of Airline, provided, however, that the term "dissolution or liquidation of Airline", as used in this subsection, shall not be construed to include the cessation of the corporate existence of Airline resulting either from a merger or consolidation of Airline into or with another corporation or a dissolution or liquidation of Airline following a transfer of all or substantially all of its assets as an entirety, if the conditions permitting such actions contained in Section 9.08 are met;

(c) The admission by Airline of insolvency or bankruptcy or the inability of Airline to pay its debts as they mature, or the failure by Airline to pay its debts as such debts become due, or the making by Airline of an assignment for the benefit of creditors or the application by Airline for or the consent to the appointment of a trustee, custodian or receiver for Airline, or for the major part of its property;

(d) The appointment of a trustee, custodian or receiver for Airline or for the major part of its property without discharge thereof within thirty (30) days after such appointment;

(e) The institution by or against Airline of bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, proceedings under any chapter of the Federal Bankruptcy Code, as amended, or other proceedings for relief under bankruptcy law or similar law of any country for the relief of debtors (other than bankruptcy proceedings instituted by Airline against third parties), and if instituted against Airline, the allowance against Airline or the consent thereto by Airline, or the failure by Airline to have such proceedings dismissed, stayed or otherwise nullified within sixty (60) days after such institution;

(f) The abandonment by Airline of its Air Transportation Business at the Airport for reasons other than strike or force majeure; or

(g) The failure by Airline to observe and perform any covenant, condition or agreement in this Agreement on the part of Airline to be observed or performed, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied, given to Airline by City, unless City agrees in writing to an extension of such time prior to its expiration; provided, however, that any such failure which can be cured but which cannot with due diligence be cured within such thirty (30) day period shall not constitute an Event of Default if corrective action is instituted by Airline within the applicable period and diligently pursued until the failure is corrected.

Section 18.02 -- Remedies On Default.

Whenever an Event of Default has occurred and is continuing, City, to the extent permitted by law and upon written notice to Airline, may, subject to the provisions of any other Agreement then in effect between Airline and City, take any one or more of the following remedial steps:

(a) City may terminate this Agreement and exclude Airline from possession of its Exclusive Use Premises, if any;

(b) City may, without terminating this Agreement, exclude Airline from possession of its Exclusive Use Premises, if any, and use reasonable efforts to lease such Exclusive Use Premises to another for the account of Airline, holding Airline liable for all International Terminal Area Fees and Charges, Special Revenue Bond Fees and Charges, Landing Fees and Fueling System Fees and other payments due up to the effective date of such leasing and for the excess, if any, of the I.T.-C.R.C. Terminal Rentals, S.R.B. Terminal Rentals and other amounts payable by Airline under this Agreement for the remainder of the term of this Agreement over the rentals and other amounts which are payable by such new airline under such new agreement; and

(c) City may, from time to time, take whatever action at law or in equity appears necessary or desirable to collect International Terminal Area Fees and Charges, Special Revenue Bond Fees and Charges, Landing Fees and Fueling System Fees and any other

amounts payable by Airline hereunder then due and thereafter to become due, or to enforce the performance and observance of any obligation, agreement or covenant of Airline under this Agreement.

Section 18.03 -- No Remedy Exclusive.

No remedy conferred upon or reserved to City in this Agreement shall be exclusive of any other available remedy, and each such other remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission in exercising any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle City to exercise any remedy it has under this Agreement, it shall not be necessary to give any notice other than such notice as may be herein expressly required.

Section 18.04 -- Agreement To Pay Attorneys' Fees And Expenses.

In the event Airline defaults under this Agreement and City employs attorneys (which attorneys may include attorneys from City's Office of Corporation Counsel) or incurs other expenses for the collection of International Terminal Area Fees and Charges, Special Revenue Bond Fees and Charges, Landing Fees or Fueling System Fees or the enforcement or performance or observance of any obligation or agreement on the part of Airline herein contained, Airline shall, on demand, pay to City the reasonable fees and expenses of such attorneys and such other expenses so incurred by City.

Article XIX.

Termination By Airline.

Section 19.01 -- Termination By Airline.

At any time when no Special Revenue Bonds issued pursuant to Article VII are outstanding, and if Airline is not then in default in the payment of any amount due from it to City hereunder, Airline may terminate this Agreement by giving City sixty (60) days' advance notice upon or after the happening and during the continuance of any one of the following events:

(a) 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 the conduct of its Air Transportation Business, and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least ninety (90) days;

(b) The issuance of any order, rule or regulation or the taking of any action by any federal or state agency or other competent government authority having jurisdiction with respect to Airline or the Airport, or the occurrence of any fire, other casualty, act of God or the public enemy, substantially affecting, for a period of at least ninety (90) days, Airline's use of the Airport in the conduct of its Air Transportation Business; provided, however, that none of the foregoing is due to any fault of Airline;

(c) The default by City in the performance of any covenant or agreement required to be performed by City herein, and the failure by City to remedy such default after written notice thereof has been delivered to City, unless (i) City takes prompt action to remedy such default, within a period of thirty (30) days after receipt from Airline of such notice, or (ii) in the case of any such failure which cannot with due diligence be cured within such thirty (30) day period, if City takes corrective action within the thirty (30) day period and diligently pursues such action until the failure is cured;

(d) The substantial restriction of City's operation of the Airport or the International Terminal by action of any federal or state agency having jurisdiction with respect thereto, and the continuance thereof for a period of not less than sixty (60) days, provided such restriction adversely affects Airline's operations at the Airport or the International Terminal; or

(e) Any governmental action (whether of the federal government or the government of a foreign country) which has the effect of materially and adversely affecting Airline's use of the Airport for its international operations.

Section 19.02 -- No Remedy Exclusive.

No remedy conferred upon or reserved to Airline in this Agreement shall be exclusive of any other available remedy, and each such other remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission in exercising any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Airline to exercise any remedy it has under this Agreement, it shall not be necessary to give any notice other than such notice as may be herein expressly required.

Article XX.

Miscellaneous.

Section 20.01 -- Actions By City And The International Terminal Airline Parties.

Whenever in this Agreement the doing of any act or the exercise of any right by Airline is conditioned upon receipt of approval, permission, agreement or authorization, City shall promptly render its decision and shall neither unreasonably withhold nor unreasonably condition its approval of a request by Airline. Whenever in this Agreement any approval is required from Airline or from a Majority-in-Interest of International Terminal Airline Parties, such decision shall be promptly rendered and shall not be unreasonably withheld or conditioned.

Section 20.02 -- Entry By City Of Exclusive Use Premises.

City shall give Airline prior notice of City's intent to enter Airline's Exclusive Use Premises pursuant to Section 3.07(g), except for the purpose of emergency repairs to utility systems.

Section 20.03 -- Waiver Of Performance.

The failure of City or Airline, in any one or more instances, to invoke a provision, term, covenant, reservation, condition or stipulation of this Agreement, or to enforce or take action to enforce, or to demand performance by the other party hereto, or to insist upon a strict performance by the other of any of the provisions, terms, covenants, reservations, conditions or stipulations contained in this Agreement shall not be considered a waiver or relinquishment of the rights to invoke, enforce, demand or insist thereon, but the same shall continue and remain in full force and effect, and no waiver by either party of any provision, term, covenant, reservation, condition or stipulation hereof shall be deemed to have been made in any instance unless expressed in writing. In the event any agreement contained in this Agreement is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder.

Section 20.04 -- Force Majeure.

Except as herein provided, neither City nor Airline shall be deemed to be in default hereunder if either party is prevented from performing any of the obligations, other than

the payment of rentals, fees and charges hereunder, by reason of strikes, boycotts, labor disputes, embargoes, shortages of energy or materials, acts of God, acts of the public enemy, riots, rebellion or sabotage.

Section 20.05 -- No Third Party Beneficiaries.

This Agreement is for the benefit of the parties hereto only and is not intended to and shall not create any rights in or confer any benefits upon any person or entity (including any other International Terminal Airline Party) other than the parties hereto.

Section 20.06 -- Covenant Of Quiet Enjoyment.

Upon the payment by Airline of all International Terminal Area Fees and Charges, Special Revenue Bond Fees and Charges, Landing Fees and Fueling System Fees properly charged to Airline and the performance of the covenants and agreements on the part of Airline to be performed hereunder, Airline shall peaceably have and enjoy the premises, appurtenances, facilities, licenses and privileges granted herein.

Section 20.07 -- Irrevocable Election.

Airline hereby irrevocably elects (binding Airline and all successors-in-interest under this Agreement) not to claim depreciation or any investment credit with respect to the International Terminal Project.

Section 20.08 -- Tax Covenants.

Airline hereby covenants and represents the following with respect to the issuance and use of the proceeds of Special Revenue Bonds and the International Terminal Project. Airline shall not use any portion of the International Terminal, or the proceeds of any Special Revenue Bonds, to provide (a) hotels or other lodging facilities; (b) retail facilities (including food and beverage facilities) in excess of the size necessary to service passengers (and persons who meet or accompany them) and employees at the Airport; (c) any retail facility (other than parking) for passengers or the general public located outside the Airport's terminals; (d) office buildings for individuals who are not employees of a governmental unit or of City; (e) industrial parks or manufacturing facilities; (f) parking facilities if more than an insubstantial portion thereof will be used exclusively by or for the benefit of a person that is not a "governmental unit" within Section 142 of the Internal Revenue Code of 1986, as amended (the "Code") or an organization which is described in Section 501(c)(3) of the Code, by reason of a formal or informal agreement or by reason of

the remote geographic location of the facility; (g) any office space which is not located on the premises of the Airport or any office space located on the premises of the Airport where more than a de minimis portion of the functions to be performed at such office space will not be directly related to the day-to-day operations of the Airport (excluding operations of Airline not specifically involved with activities at the Airport); (h) any office building or office space within a building or a computer facility, either of which serves a system-wide or regional function of Airline; or (i) any airplane, skybox or other private luxury box, health club facility, facility used primarily for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises. Nothing contained in this Section 20.08 shall be construed to grant to Airline any broader rights to use the International Terminal than those otherwise specifically granted in this Agreement.

Section 20.09 -- Subordination.

(a) This Agreement shall be and remain subordinate to the provisions of any existing or future agreements between City and the United States government or other governmental authority, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal or other governmental funds for the development of the Airport, to the extent that the provisions of any such existing or future agreements are generally required by the United States or other governmental authority of other civil airports receiving such funds.

(b) This Agreement and all rights granted to Airline hereunder are expressly subordinated and subject to the lien and provisions of the pledges, transfer, hypothecation or assignment made by City in the Special Revenue Bond Master Indenture or any indenture hereafter executed by City to issue Special Revenue Bonds. City expressly reserves the right to enter into such indentures and to make such pledges and grant such liens and enter into such covenants as it may deem necessary or desirable to secure and provide for the payment of Special Revenue Bonds, including the creation of reserves therefor; provided, however, that no such pledges, liens, covenants, or reserves shall have a material adverse affect on Airline.

Section 20.10 -- Parity Of Treatment.

City shall not hereafter grant to any person engaged in the Air Transportation Business in competition with Airline any rights or privileges at the International Terminal of a character or on a basis more favorable to such person than those granted or available to Airline, and the effect of which is to place Airline at a competitive disadvantage.

Section 20.11 -- Notices.

All notices to City provided for herein shall be in writing and shall be sent by registered mail, postage prepaid, addressed to the Commissioner of the Department of Aviation of the

City of Chicago, 20 North Clark Street, Chicago, Illinois 60602, or to such other address as City may designate from time to time by notice to Airline, 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, at its address set forth on the signature page hereto, 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.

Section 20.12 -- Severability.

In the event any covenant, phrase, clause, paragraph, Article, 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, Article, Section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, Article, Section, condition or provision herein contained.

Section 20.13 -- Amendments; Approvals.

Except as otherwise expressly provided, this Agreement may be amended only in a writing signed by City and Airline.

Section 20.14 -- No Abatement Or Set-Off.

Airline shall not abate, suspend, postpone, set-off or discontinue any payments of International Terminal Area Fees and Charges, Special Revenue Bond Fees and Charges, Landing Fees or Fueling System Fees which it is obligated to pay hereunder. Nothing contained in this Section 20.14 shall release City from the performance of any of its obligations under this Agreement. In the event City fails to perform any of its obligations herein contained, Airline may institute such action against City as Airline deems necessary to compel performance, so long as such action does not abrogate Airline's obligations to make such payments unless a court of competent jurisdiction determines otherwise in a final, unappealable order or in an order for which the time for appeal has elapsed and no appeal has been taken.

Section 20.15 -- Governing Law.

This Agreement shall be governed and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in that state.

Section 20.16 -- Capacity To Execute.

The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of Airline or City, as the case may be.

Section 20.17 -- Binding Effect.

The terms, conditions and covenants of this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and upon their successors, assigns and sublessees, if any. This provision shall not constitute a waiver of any conditions regarding assignment or subletting contained in this Agreement.

In Witness Whereof, City has caused this Agreement to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of City, and its seal to be hereunto affixed and attested by the City Clerk of City, and Airline has caused this Agreement to be executed on its behalf by its _____ and its _____, 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.]

Witness:

Its: _____

By: _____

Its: _____

Address For Notice To Airline:

State Or Country Of
Incorporation Of Airline:

Designation Of Agent For
Service Of Process:

Election Of Term:

Airline hereby elects the
following:

- Expiration of Agreement on
December 31, 2008.
- Expiration of Agreement on
May 11, 2018.
- Month-to-Month Agreement.

[Final Exhibit E attached to this International Terminal Use Agreement
and Facilities Lease unavailable at time of printing.]

[Exhibits A, B and E attached to this International Terminal Use
Agreement and Facilities Lease printed on pages
12172 through 12208 of this Journal.]

Exhibits C, D, G (consisting of G-1, G-2, and G-3) and H attached to this International
Terminal Use Agreement and Facilities Lease read as follows:

*Exhibit "C".**Equipment.***Gate Area Equipment:**

Passenger Loading Bridges
Preconditioned Air System
Ground Power (400 Hertz) System
Aircraft Docking System (Accupark)
Potable Water System
Glycol System
Triturator/Wash

Baggage Handling System:

Outbound Baggage System
Outbound Odd Sized Baggage Conveyor and Lift
Outbound Late Baggage System
Inbound International and Domestic Baggage System
Inbound Odd Sized Baggage Conveyor and Lift
Recheck Odd Sized Baggage Lift
Recheck Transfer Baggage System

Other Equipment:

Communications Systems

Battery Chargers

Uninterruptible Power Supply

F.I.S. Bus System

Individual Tenant Improvements

Passenger Screening Devices

Other International Terminal Equipment

Fueling Improvements:

Hydrant Fueling

Exhibit "D".

Gate Access And Assignment Principles.

The following principles are established for the purpose of providing a priority gate use allocation policy for the International Terminal at the Airport. The principles contained in the gate access and assignment procedures will not be changed by the City unless such change is required to comply with any governmental rules or regulations. In addition, to the extent that the City changes the implementation of the day-to-day gate allocation, such changes will be consistent with these general principles and will be based on a demonstrated need for such change. This document sets forth the principles for gate access at the International Terminal at the Airport. The specific procedures will be defined prior to the operation of the facilities.

1. Authority.

The City of Chicago, Department of Aviation will have the sole and exclusive responsibility to issue and amend the policies and procedures for the use of gates at the International

Terminal at the Airport. Recommended changes to the policies and procedures can be initiated by the City of Chicago or the International Terminal Airline Parties. A 30-day review and comment period will be observed before the issuance and effective date of any change. All changes must be submitted in writing to the Commissioner of Aviation and to the International Terminal Airline Parties.

The day-to-day administration of the policies and procedures will be conducted by an International Terminal Gate Control Office. The activities of the International Terminal Gate Control Office will be managed by the International Terminal Airline Parties and monitored by the City of Chicago. The International Terminal Airline Parties will employ an operator for the International Terminal Gate Control Office. The City of Chicago, however, retains the right to approve or dismiss for cause the operator of the Gate Control Office.

The Commissioner of Aviation will arbitrate disputes associated with the interpretation of the policies and procedures.

2. Priorities.

All gates associated with the International Terminal at the Airport will be common use. Access to the building and its

gates by tenants, signatory and itinerant air carriers will be established on the basis of a priority system. The principles of the priorities are as follows:

- (a) All International Terminal gates will be designated for priority use of international arrivals requiring use of the F.I.S. Facility.
- (b) Only air carriers can hold or establish a gate priority, and a gate priority is not transferable among air carriers as a result of ground handling arrangements.
- (c) The system for gate access and priority use will be governed by the following principles (stated in the following descending order of numerical priority):
 - (1) Arrivals with Federal Inspection Service requirements will have priority over other arrivals (i.e., pre-cleared, domestic, etc.).
 - (2) International Terminal Airline Party ("Signatory") service will have priority over non-signatory service; longer-term Signatories will have priority over shorter-term Signatories.

- (3) Existing international service (with reference only to the immediately preceding, seasonally comparable "advance planning" period as provided herein) will have priority over new international service proposed for the current seasonal "advance planning" gate scheduling period.
 - (4) Scheduled international service will have priority over non-scheduled international service.
 - (5) Daily international service will have priority over less frequent international service.
 - (6) Domestic service by air carriers with existing airport use agreements, but no exclusive use gates in other terminals at the Airport will have priority over domestic service by any other air carrier.
- (d) For the purposes of the gate access priorities stated above, no less than one International Terminal hardstand will be available for use by domestic air carriers with existing airport use agreements granted by the City of Chicago, but with no exclusive use gates in other terminals at the Airport. In the event that no International Terminal hardstand is available, one gate will be made available for use by such signatory domestic air carriers during the period of time that such unavailability may continue to exist; provided, however, that such priority designation shall permanently cease when the City offers a gate in another terminal to any such domestic signatory air carrier on terms substantially similar to those contained in the 1983 Airport Use Agreements of 1983 Airline Parties, and provided further that in no event shall any such priority designation extend beyond December 31, 1999.

3. General Gate Access/Allocation Procedures.

The access and allocation of gates will be defined by a gate plan developed on an "advance planning" basis. The advance planning will resolve potential gate use conflicts prior to the date of operation as a means to avoid confusion, costs and delays. The following principles will be used:

- (a) An advance planning and review function will be instituted to establish flight activity/demand and pre-determine any potential capacity problems. The advance planning will be conducted on the following basis:

early schedule review

one month schedule review

weekly gate plan

daily review.

- (b) The advance planning/scheduling of aircraft to gates in all cases will be conducted in accordance with these principles and resulting gate access/allocation procedures.
- (c) The gate plan will be developed based upon scheduled arrival times. The priority associated with an advance planned gate assignment will be maintained at all times for on-schedule aircraft.
- (d) The priority for advance planned gate assignments for delayed inbound aircraft will be held for a limited period of time. Priority will be retained only so long as a reasonable opportunity for an on time departure exists.
- (e) Delayed departing aircraft may be required to tow-off a gate.

4. Gate Use Provisions.

Use of the gates will be granted on a "time allotment" basis. A maximum time for gate occupancy will be established for classes of aircraft types and type of flight. The time allotments will be sufficient for passenger deplaning and enplaning, as well as the critical aircraft service functions (fuel, catering, baggage/cargo) to occur. Time extensions for gate time allotments will be granted to signatory airlines without fee, so long as subsequent planned gate uses are not adversely affected. Gate occupancy in excess of the gate time allotment by non-signatories will require payment of a gate use fee. Penalty gate use fees will be assessed to all users (signatory and non-signatory) for extended gate occupancy time which adversely affects subsequent gate uses.

5. Penalties.

Non-compliance with the gate use procedures will result in the assessment of penalties. The penalty system is intended to function as a deterrent to the repetitive and chronic abuse of the gate time allotment limits. The penalty system will establish fines and/or other sanctions for excess gate time proportionate to the level of abuse.

Exhibit "G-1".

Pro Forma Table.

Building Level	Area Type And Function	Allocation Method (A or B)	Area Square Footages	Exclusive Use	Enplaned Common Use	Deplaned Common Use
Penthouse Level						
Upper Level						
Apron Level						
Lower Levels						
Total Allocated Square Feet			_____	_____	_____	_____

Percentages of Total Allocated Square Feet
(for allocation of costs to Cost Centers)

Allocation Methodologies.

A. For Building Areas in one Cost Center:

Square Feet directly allocated to a single Cost Center.

for direct allocations: $(d) = (a)$

B. For Building Areas in more than one Cost Center:

Square Feet allocated to Enplaned Common Use and Deplaned Common Use, based on relative Fiscal Year passenger projections.

for Enplaned Common Use: $(d) = (a) * [(b) / [(b) + (c)]]$

for Deplaned Common Use: $(d) = (a) * [(b) / [(b) + (c)]]$

Exhibit "G-2".

Allocation Of Non-Airline Revenues.

Concession Revenues.

Non-Airline Revenues produced by concessions located in the landside departure area of the International Terminal shall be allocated to the Exclusive Use Cost Center.

Non-Airline Revenues produced by concessions located in the landside arrival area of the International Terminal shall be allocated to the Deplaned Common Use Cost Center.

Non-Airline Revenues produced by concessions located in the airside departure area of the International Terminal shall be allocated to the Enplaned Common Use Cost Center.

Non-Airline Revenues produced by concessions located in the airside arrival area of the International Terminal shall be allocated to the Deplaned Common Use Cost Center.

Other Non-Airline Revenues.

Non-Airline Revenues produced by other than concessions shall be allocated among the International Terminal Cost Centers (other than the Equipment Cost Center) based on the relative number of square feet of the International Terminal Cost Centers, as adjusted to reflect passenger usage of the International Terminal Cost Centers in accordance with the methodology shown in Exhibit G-1.

Exhibit G-3.

*Formulas For The Calculation Of I.T.-C.R.C. And S.R.B.
Rental And Use Charge Rates.*

Definition of Variables:

A = net airlines requirement for any I.T.-C.R.C. or S.R.B. Cost Center

B = month-to-month signatory airline revenues for such Cost Center

C = A - B

SF1t = Number of square feet of Exclusive Use Premises of signatory airlines with a 2018 term Agreement

SFst = Number of square feet of Exclusive Use Premises of signatory airlines with a 2008 term Agreement

SFmm = Number of square feet of Exclusive Use Premises of signatory airlines with a month-to-month Agreement

PAX1t = Total number of passengers of signatory airlines with a 2018 term Agreement using such Cost Center

PAXst = Total number of passengers of signatory airlines with a 2008 term Agreement using such Cost Center

PAXmm = Total number of passengers of signatory airlines with a month-to-month Agreement using such Cost Center

Calculation of I.T.-C.R.C. and S.R.B. Base Rental Rates (R1):

$$R1 = \frac{A}{(SFlt + (1.25 \times SFst) + (1.6875 \times SFmm))} = \frac{C}{(SFlt + (1.25 \times SFst))}$$

Calculation of I.T.-C.R.C. and S.R.B. Premium Rental Rates (R2):

$$R2 = 1.25 \times R1$$

Calculation of I.T.-C.R.C. and S.R.B. Month-to-Month Rental Rates (R3):

$$R3 = 1.35 \times R2$$

Calculation of I.T.-C.R.C. and S.R.B. Base Common Use and Equipment Rates (P1):

$$R1 = \frac{A}{(PAXlt + (1.25 \times PAXst) + (1.51875 \times PAXmm))} = \frac{C}{(PAXlt + (1.25 \times PAXst))}$$

Calculation of I.T.-C.R.C. and S.R.B. Premium Common Use and Equipment Rates (P2):

$$P2 = 1.25 \times P1$$

Calculation of I.T.-C.R.C. and S.R.B. Month-to-Month Common Use and Equipment Rates (P3):

$$P3 = 1.35 \times \frac{(P1 + P2)}{2}$$

Exhibit "H".

*Description Of Operation And Maintenance
Responsibilities.*

International Terminal Area.

1. Exterior And Structure.

City Responsibility -- All services, including without limitation:

Structural and roof maintenance and repair.

Manual and automatic door maintenance.

Signage.

Perimeter wall, exterior panels (glass or metal) cleaning and replacement, interior and exterior.

Landscaping maintenance and policing.

Walkways and curbsfront.

Policing, sweeping and trash collection, including removal of gum, oil spots, and spills.

Snow and ice removal, including the use of chemical melting agents when required.

Law enforcement, fire protection and emergency medical service.

2. Interior.

Airline Responsibility Within Exclusive Premises:

Plumbing -- Maintenance, repair and cleaning of Airline-installed devices.

Electrical:

Lamp and ballast replacement.

Cleaning of fixtures.

Repair, maintenance, and cleaning of Airline-installed devices.

Cost of electrical power, hot and cold water, and other building utility use, determined by estimate or metering. Uses other than normal building functions shall be metered and paid by Airline (Airline to pay cost of meter installation).

H.V.A.C. -- cleaning of diffusers, grates, et cetera, which provide final delivery and return of conditioned air.

Glass Breakage -- replacement of any breakage within the Exclusive Use Premises. Interior glass cleaning, perimeter wall glass to be replaced by City.

Communications Systems -- operation, maintenance, repair and cleaning of dedicated systems installed by Airline for its sole use or use in common with other tenants, such as public address, telephone and radio services, flight information display systems.

Custodial Services:

Policing of passenger hold areas and bag claim area, including emptying of ashtrays and trash containers as required.

Damp mop, scrub, strip, wax, and/or seal terrazzo or tile floors on a regular basis.

Vacuum, spot clean, and shampoo carpeted areas on a regular basis.

Dust, damp wipe, and wash furniture, railings, window sills, walls, ceilings, ashtrays, trash containers, counters and fixtures on a regular basis.

Clean and polish all metal surfaces on furniture, fixtures, and equipment.

Wash interior windows and glass partitions.

Removal of Airline trash from custodial activity in Exclusive Use Premises and from aircraft.

Locks, Keys and Key Control:

Interior Decorating -- Provision, installation, and maintenance of all furnishings (including seats, tables, counters, closets, et cetera), wall coverings, floor finishes, window coverage (draperies, et cetera), authorized signage and logos, and related items not included in the primary construction of the facility.

Mechanical Systems -- Operation, maintenance and repair of all mechanical systems (except as noted as City responsibility) manual and automatic doors -- escalators and elevators -- airline equipment.

Passenger and baggage screening and security.

City Responsibility:

Plumbing -- All services except as noted for Airline, and including:

Operation, maintenance, and repair of hot and cold domestic potable water service throughout the International Terminal Area.

Maintenance and repair of drainage and sewage systems throughout the International Terminal Area.

Maintenance and repair of plumbing fixtures, including restroom fixtures, drinking fountains, and janitorial sinks in Public Use Premises.

Maintenance and repair of fire suppression (sprinkler) systems.

Electrical -- All services except as noted for Airline, and including maintenance and repair of all aspects of the electrical distribution systems, including meters, wiring, distribution and circuit protection boxes, outlets, primary lighting fixtures and outlets installed included in primary construction of facility.

Heating, Ventilating and Air-Conditioning -- Operation and maintenance of all systems, except as noted for Airline, including:

High temperature and chilled water generation and distribution

Heat exchangers

Air handling units, including filter changing and coil cleaning

Ducting

Controls

Glass Breakage -- Replacement of broken glass in Public Use Premises.

Communications Systems -- Complete maintenance of all non-airline systems used in common throughout the International Terminal Area such as alarm systems and common use communication and public address systems.

Custodial Services -- Provide facilities for trash disposal for non-signatory Airline tenants and provide complete custodial services in all Public Use Premises, (not including concession areas) to include without limitation; restrooms; elevators; escalators; circulation space in ticketing, baggage claims, and public waiting areas; public telephones; drinking fountains; vestibules; corridors, stairwells and other amenities available to the general public. Functions to include:

Policing and trash removal from all public facilities.

Floor cleaning, with regularly scheduled vacuuming, spot cleaning, shampooing, sweeping, scrubbing, mopping, stripping, waxing and/or sealing, as appropriate.

Wall, ceiling, partition, and fixture cleaning, including dusting, spot cleaning, washing and polishing metal surfaces.

Washing interior and exterior windows and glass partitions within Public Use Areas.

Telephone and restroom sanitizing, including all fixtures.

Restroom stocking, including soap, paper products and sanitary napkins.

Locks, keys and key control, except as specified for Airline.

Repair and maintenance of people movers (elevators, escalators, moving sidewalks, horizontal moving devices, transit systems) located in Public Use Premises and Common Use Premises.

Law enforcement, and fire protection and emergency medical service.

3. Equipment.

City Responsibility -- Operation, maintenance and replacement of Equipment is intended to be delegated to a consortium formed by the International Terminal Airline Parties:

All Equipment.

4. Responsibility For Airfield And Terminal Support Cost Revenue Centers.

Both the City and Airlines have responsibility for operations, maintenance and repairs of the Airfield and Terminal Support Cost Revenue Centers as outlined and agreed to in the Airport Use Agreement.

*Summary Of International Terminal Area Operations
And Maintenance Responsibilities.*

	Exclusive Use Premises	Common/ Public Use Premises	Equipment ⁽⁴⁾
Structures and Building Exteriors	C	C	--
Loading Bridges	C	C	C
Landscaping	--	C	--
Walkways and Roadways	--	C	--
Security, Law Enforcement, Fire Protection, Emergency Medical Services	C	C	C
Passenger and Baggage Screening/ Security	A	C	A
Plumbing Drainage	A ⁽¹⁾	C	C, A ⁽¹⁾
Electrical Service and Lighting	A ⁽¹⁾	C	C, A ⁽¹⁾

Key: A = Airline

C = City

- (1) Airline--installed devices and lamp/ballast replacement.
- (2) Cleaning of grates and diffusers only.
- (4) It is intended that certain responsibilities of the City would be delegated to a consortium formed by the International Terminal Airline Parties pursuant to the Consortium Agreement. For example, operation and maintenance, and replacement of Equipment is intended to be delegated to the consortium. Operation and maintenance and replacement of the buses may be delegated.

	Exclusive Use Premises	Common/ Public Use Premises	Equipment ⁽⁴⁾
H.V.A.C.	A ⁽²⁾	C	C, A ⁽¹⁾
Glass Breakage	A	C	--
Communications Systems	A ⁽³⁾	C	C
Custodial Service, including Trash Removal	A	C	--
Locks, Keys, Key Control	A	C	C
Interior Decorating	A	C	--
Baggage Handling Systems	A	C	C
People Movers (elevators, escalators, moving sidewalks and horizontal moving devices)	A	C	--
Signage	A	C	C
Aircraft Fueling System	--	--	--
Buses	--	--	--

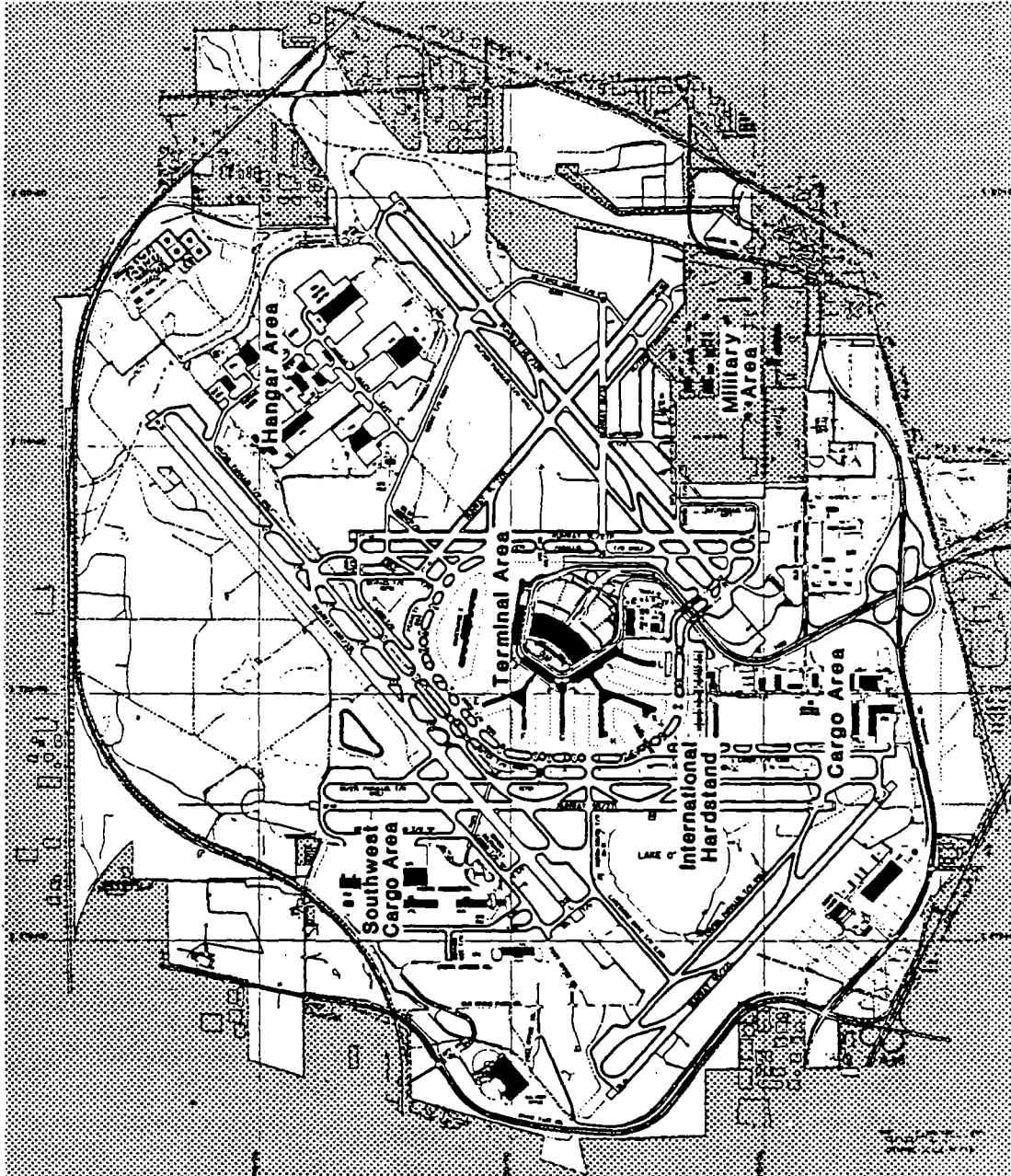
Key: A = Airline

C = City

- (1) Airline--installed devices and lamp/ballast replacement.
- (2) Cleaning of grates and diffusers only.
- (3) Exclusive/joint use systems installed by Airline.
- (4) It is intended that certain responsibilities of the City would be delegated to a consortium formed by the International Terminal Airline Parties pursuant to the Consortium Agreement. For example, operation and maintenance, and replacement of Equipment is intended to be delegated to the consortium. Operation and maintenance and replacement of the buses may be delegated.

(Continued on page 12209)

CHICAGO O'HARE INTERNATIONAL AIRPORT



↑ 01.29.90

Exhibit A

EXHIBIT B
(Page 1 of 25)

International Terminal Cost Centers.

The International Terminal will be divided into the following Cost Centers (C. C.):

- A. Exclusive Use
- B. Enplaned Common Use
- C. Deplaned Common Use
- D. Equipment

A. Exclusive Use Cost Center.

Includes those areas and facilities in the International Terminal which are leased to an International Terminal Airline Party for its exclusive occupancy and use. Those areas and facilities included in this C. C. are listed below:

All exclusively leased areas including but not limited to:

Ticket counter

Airline ticket office

EXHIBIT B
(Page 2 of 25)

Airline administration

Ground handler administration

V.I.P. lounge

Airline operations and maintenance storage

Recheck lobby and office

Baggage handling

B. Enplaned Common Use Cost Center.

Includes those areas and facilities of the International Terminal which are commonly used by the International Terminal Airline Parties for the purpose of accommodating all Enplaned Passengers. Those areas and facilities included in this C. C. are listed below:

Holdrooms

Ticket lobby

Holdroom corridors

Baggage handling

Non-airline communication (allocable share)

Airline communication (allocable share)

Airline equipment areas (allocable share)

**EXHIBIT B
(Page 3 of 25)****C. Deplaned Common Use Cost Center.**

Includes those areas and facilities of the International Terminal which are commonly used by International Terminal Airline Parties for the purpose of accommodating Deplaned Passengers. Included in the C. C. are the following areas and facilities:

Non-airline communication (allocable share)

I.N.S. primary inspection

International bag claim

F.I.S. command center

I.N.S. secondary inspection

U.S.C.S. inspection

Green corridor

A.P.H.I.S. office

I.N.S. office

F.I.S. corridor

Meeters and greeters lobby

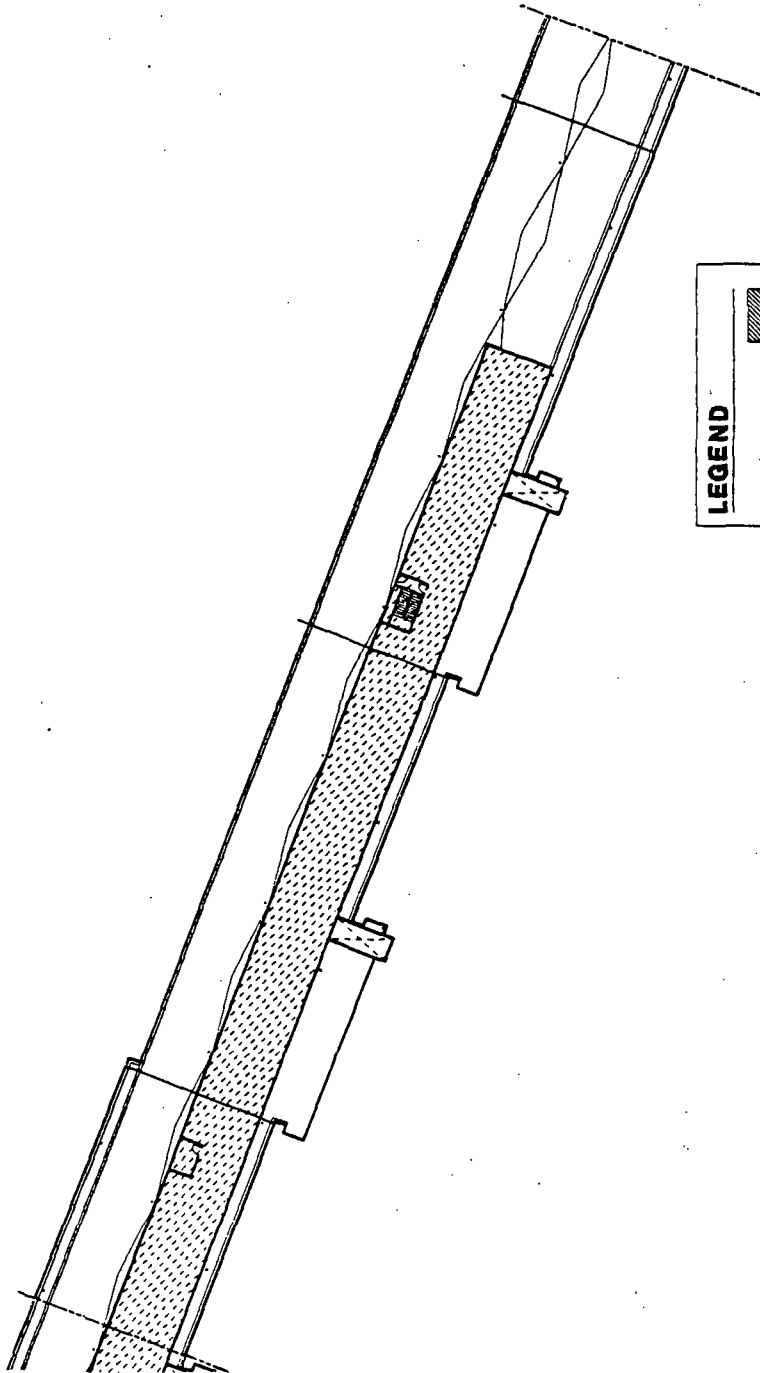
Airline equipment area (allocable share)






Domestic baggage claim

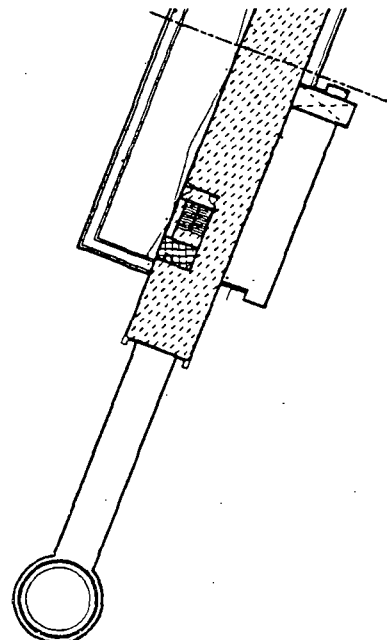
D. Equipment.

Equipment, buses and tenant improvements (including fueling improvements) required for the handling and servicing of passengers, baggage, aircraft and flight operations. (See Exhibit C)

EXHIBIT B
(Page 4 of 25)



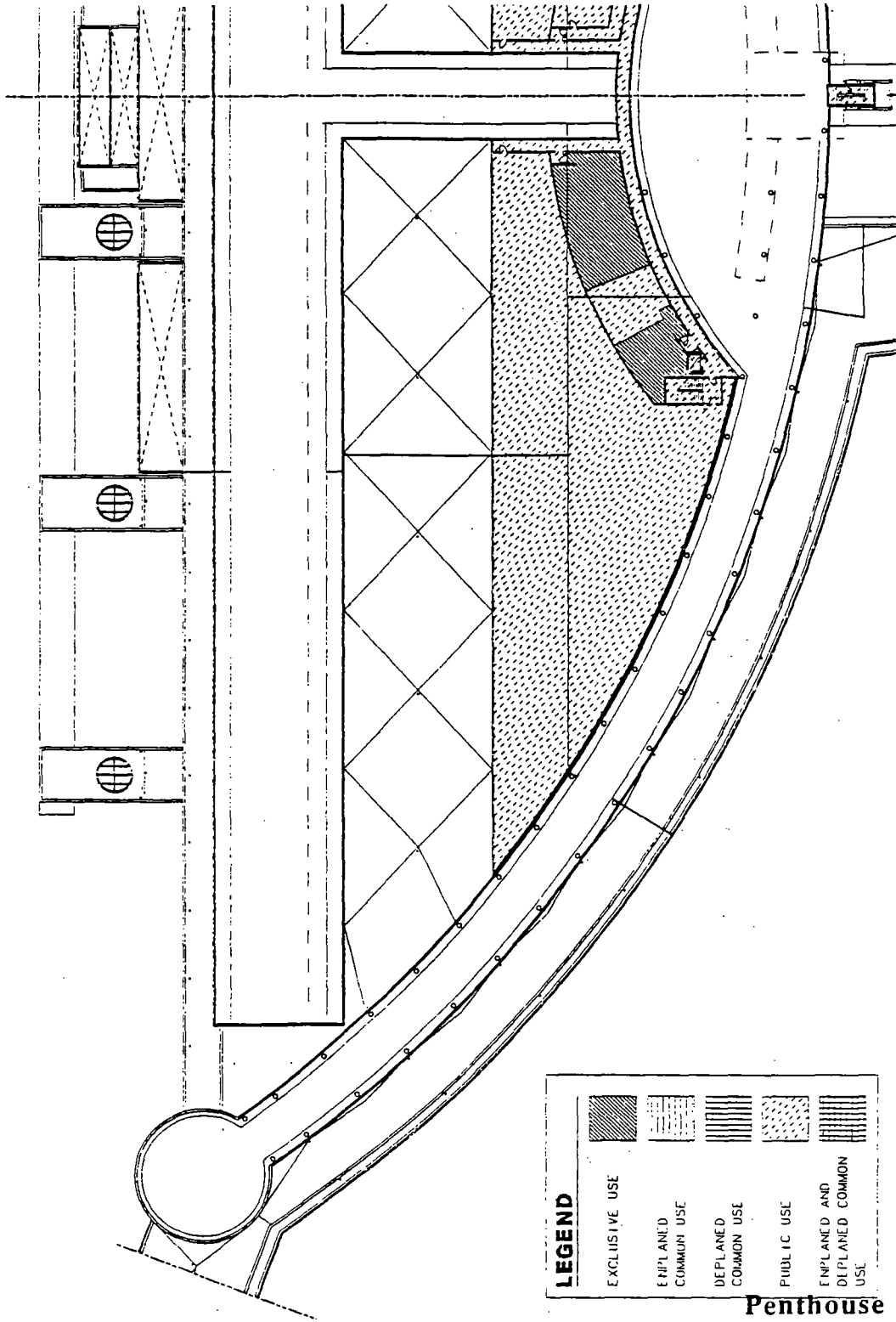
LEGEND	
	EXCLUSIVE USE
	ENPLAINED COMMON USE
	DEPLAINED COMMON USE
	PUBLIC USE
	ENPLAINED AND DEPLAINED COMMON USE



Penthouse Level

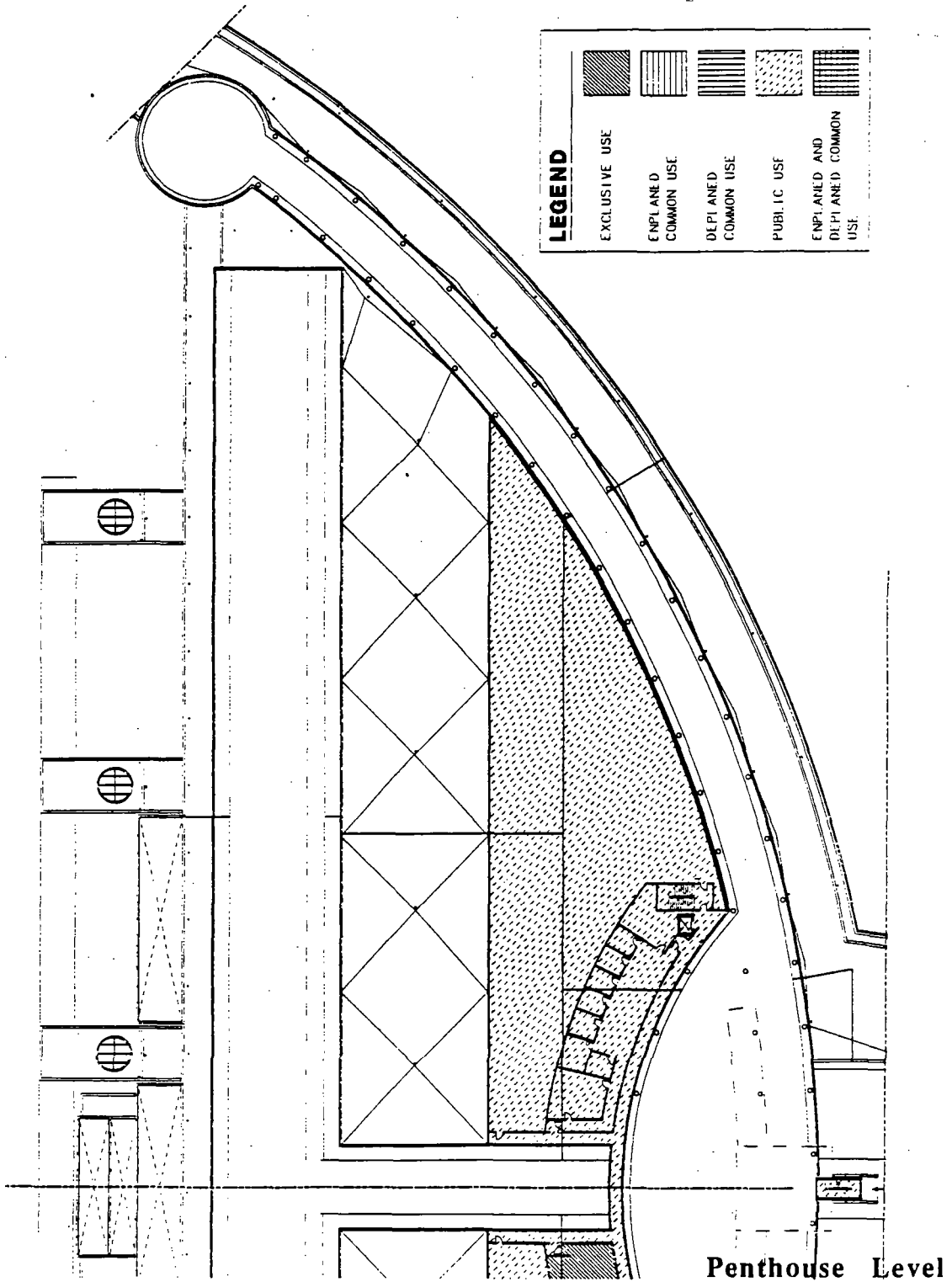
* Public Use Premises is not a Cost Center.

EXHIBIT B
(Page 5 of 25)



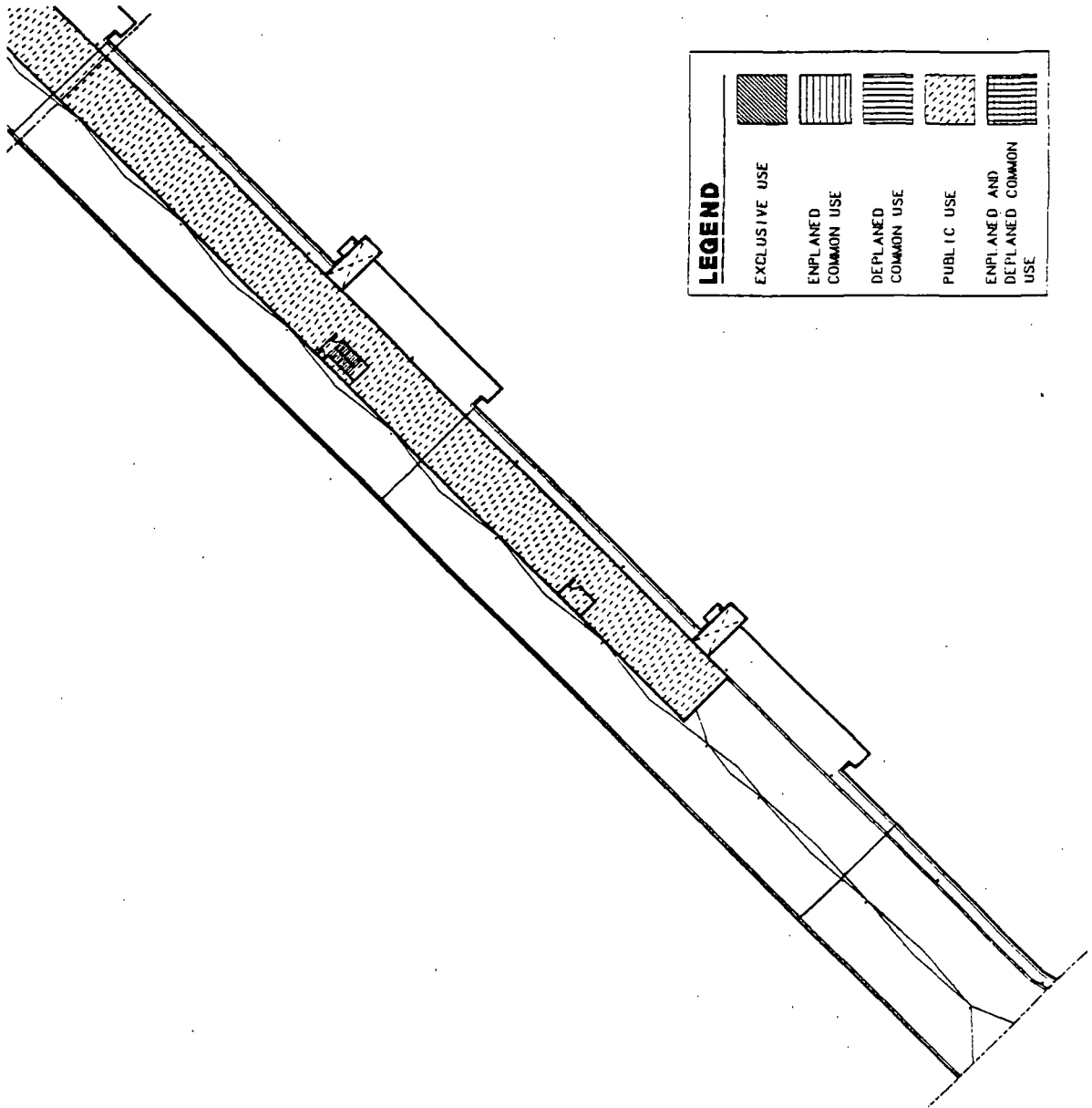
* Public Use Premises is not a Cost Center.

EXHIBIT B
(Page 6 of 25)



* Public Use Premises is not a Cost Center.

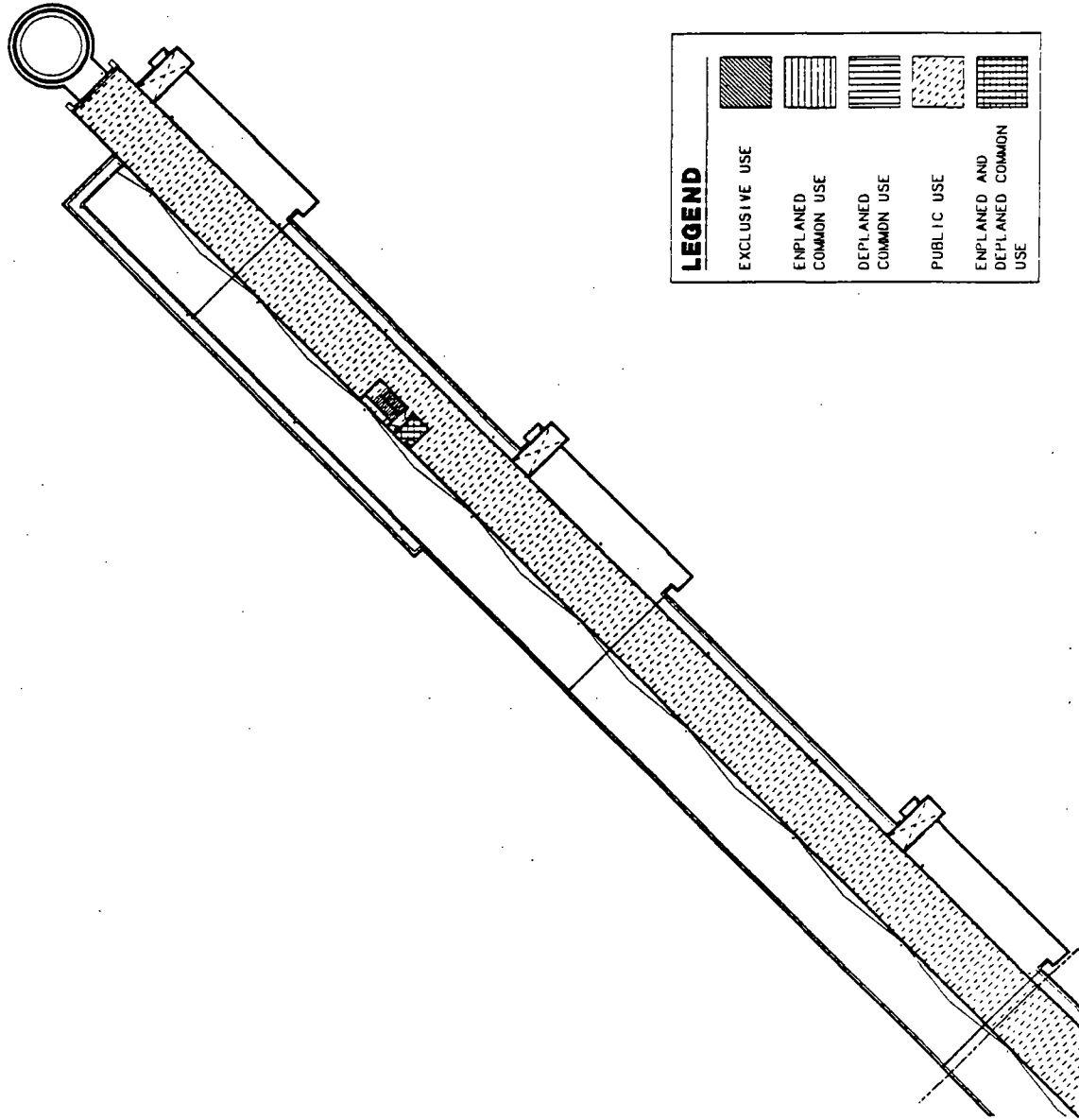
EXHIBIT B
(Page 7 of 25)



Penthouse Level

* Public Use Premises is not a Cost Center.

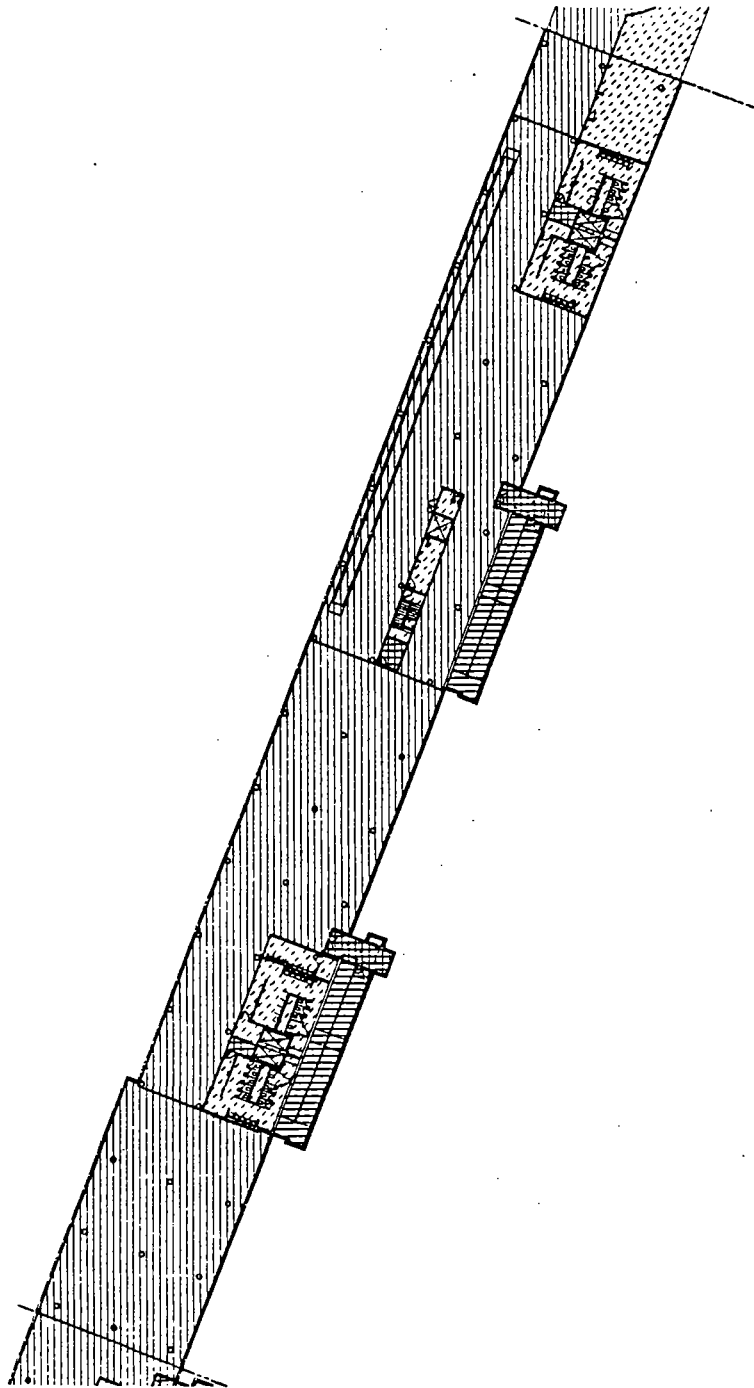
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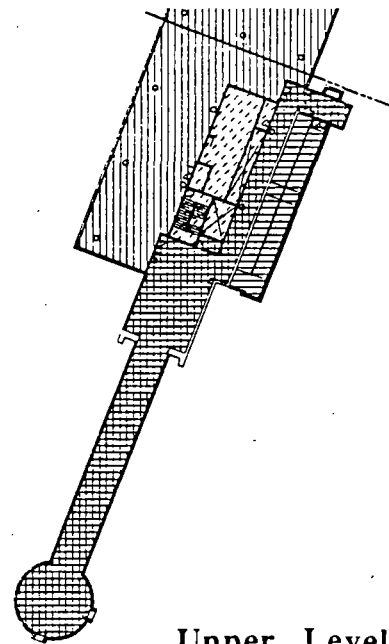
Penthouse Level

* Public Use Premises is not a Cost Center.

EXHIBIT B
(Page 9 of 25)



LEGEND	
	EXCLUSIVE USE
	ENPLAINED COMMON USE
	DEPLAINED COMMON USE
	PUBLIC USE
	ENPLAINED AND DEPLAINED COMMON USE



Upper Level

* Public Use Premises is not a Cost Center.

EXHIBIT B
(Page 10 of 25)

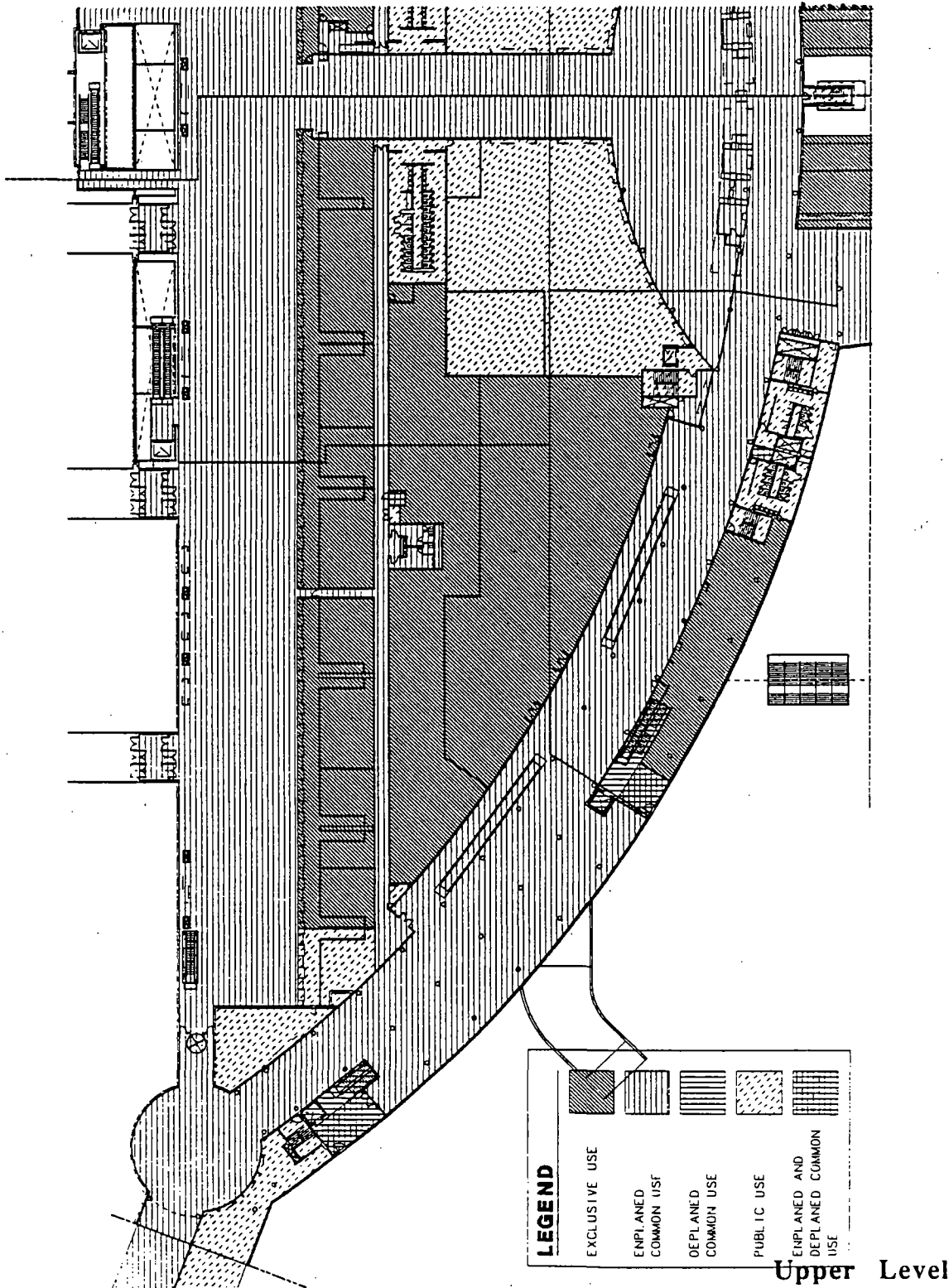
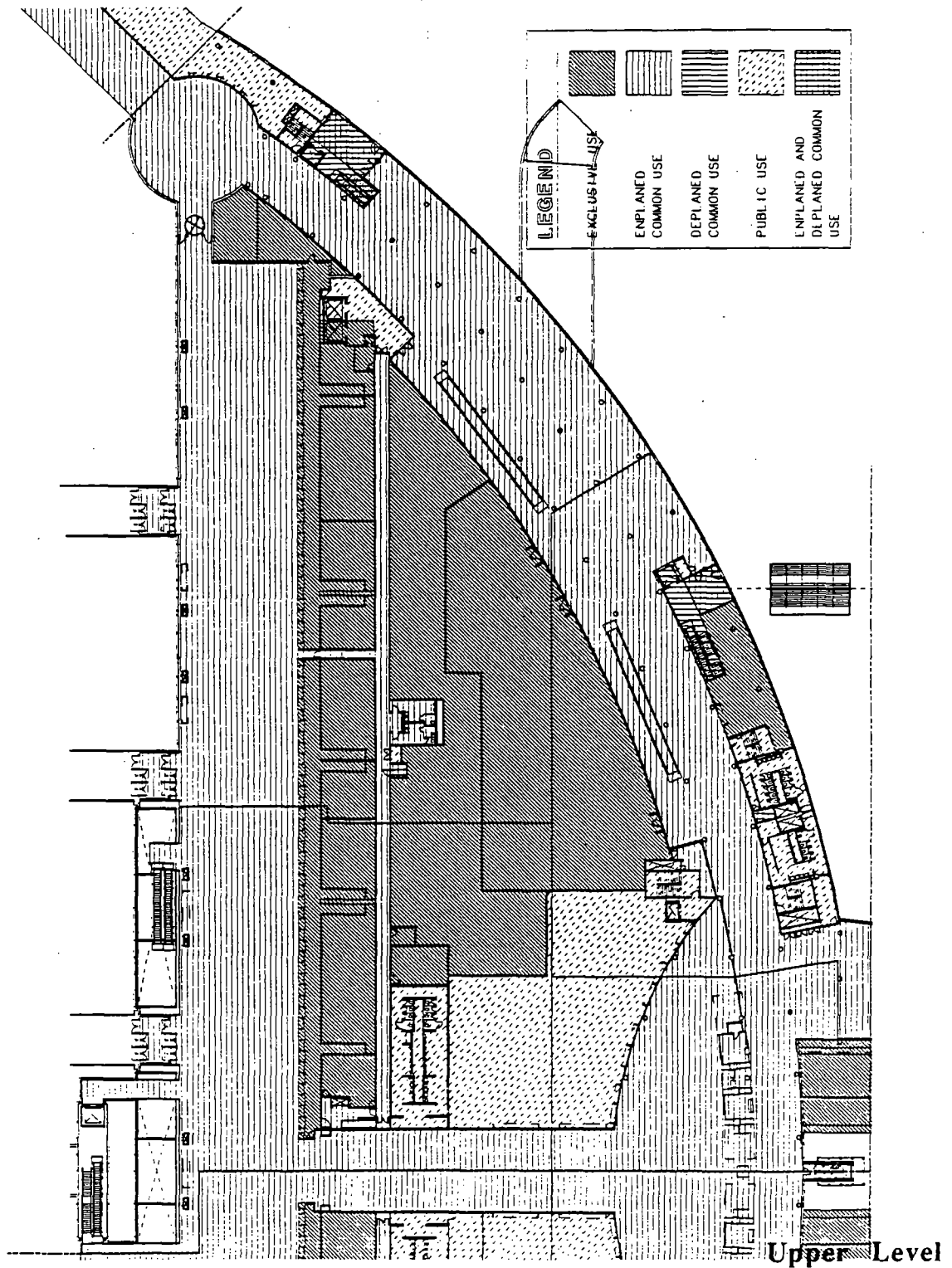
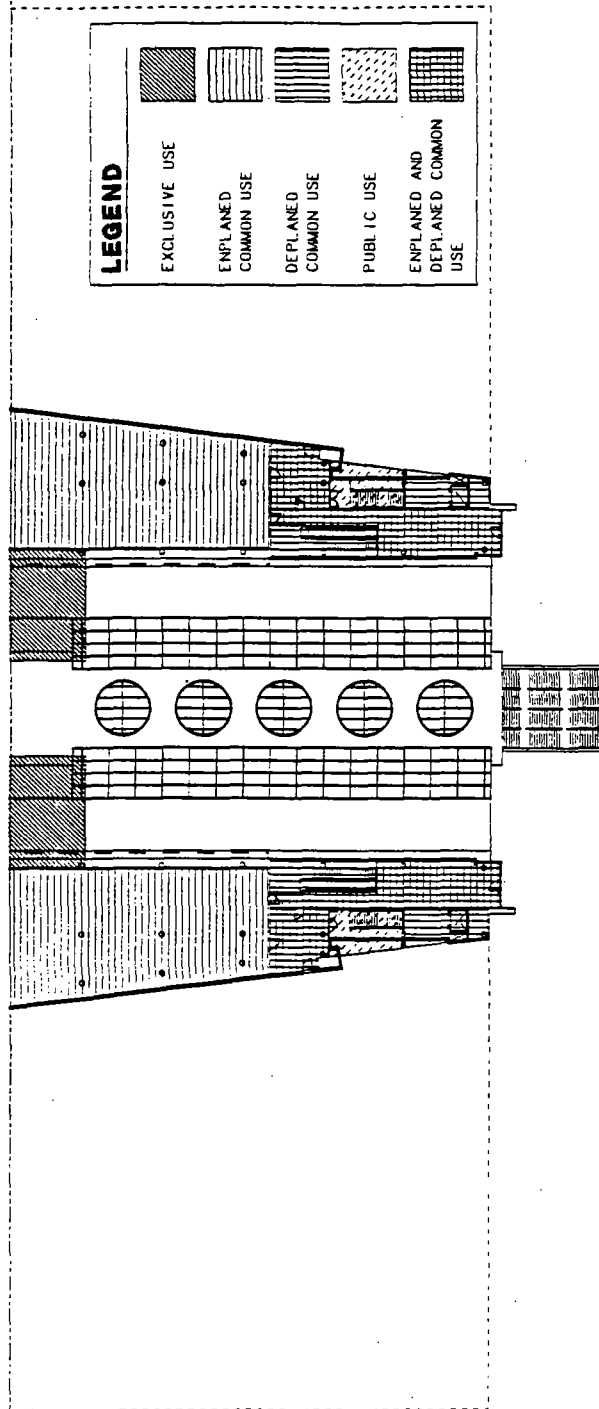


EXHIBIT B
(Page 11 of 25)



* Public Use Premises is not a Cost Center.

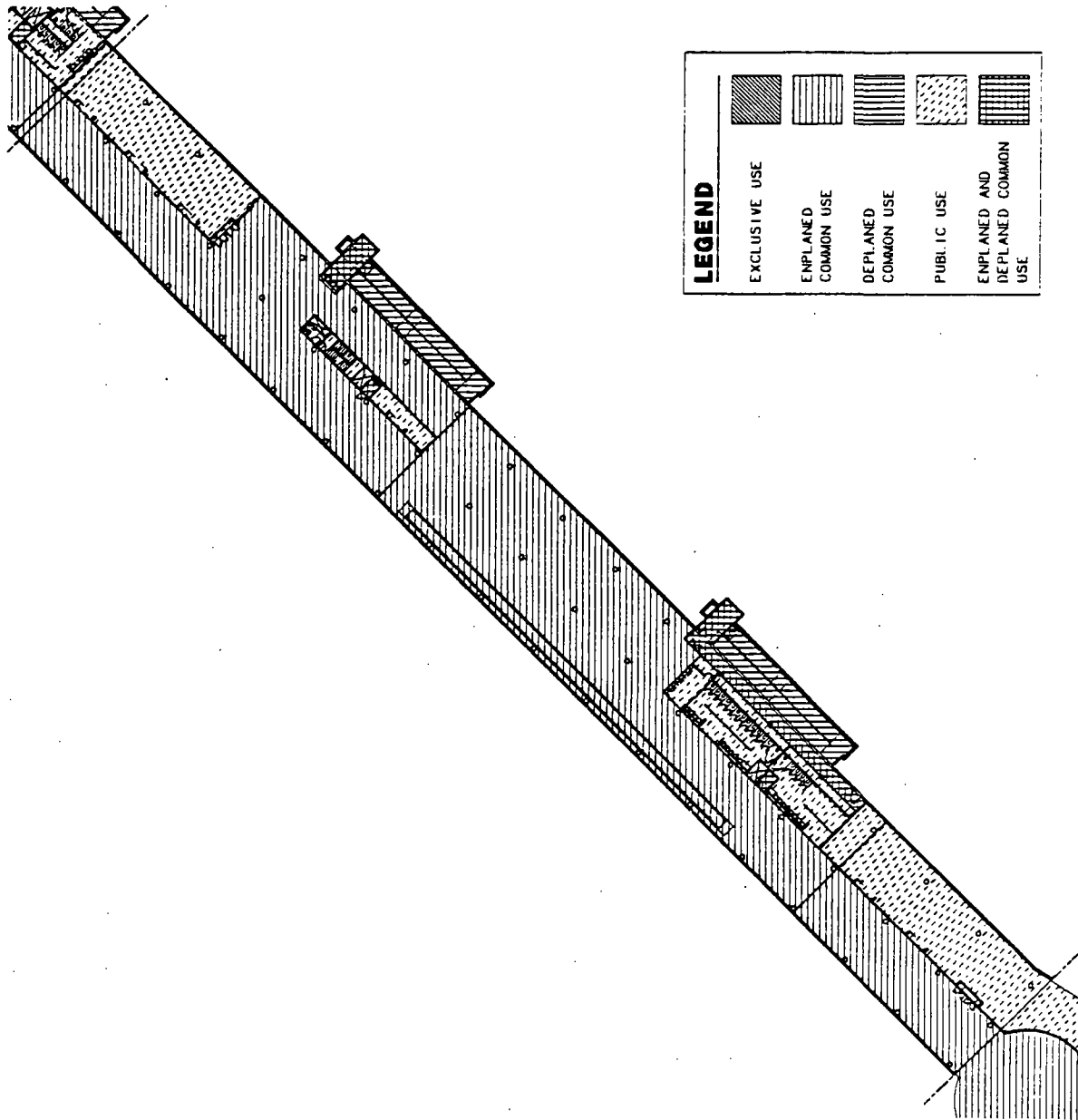
EXHIBIT B
(Page 12 of 25)



Upper Level

* Public Use Premises is not a Cost Center.

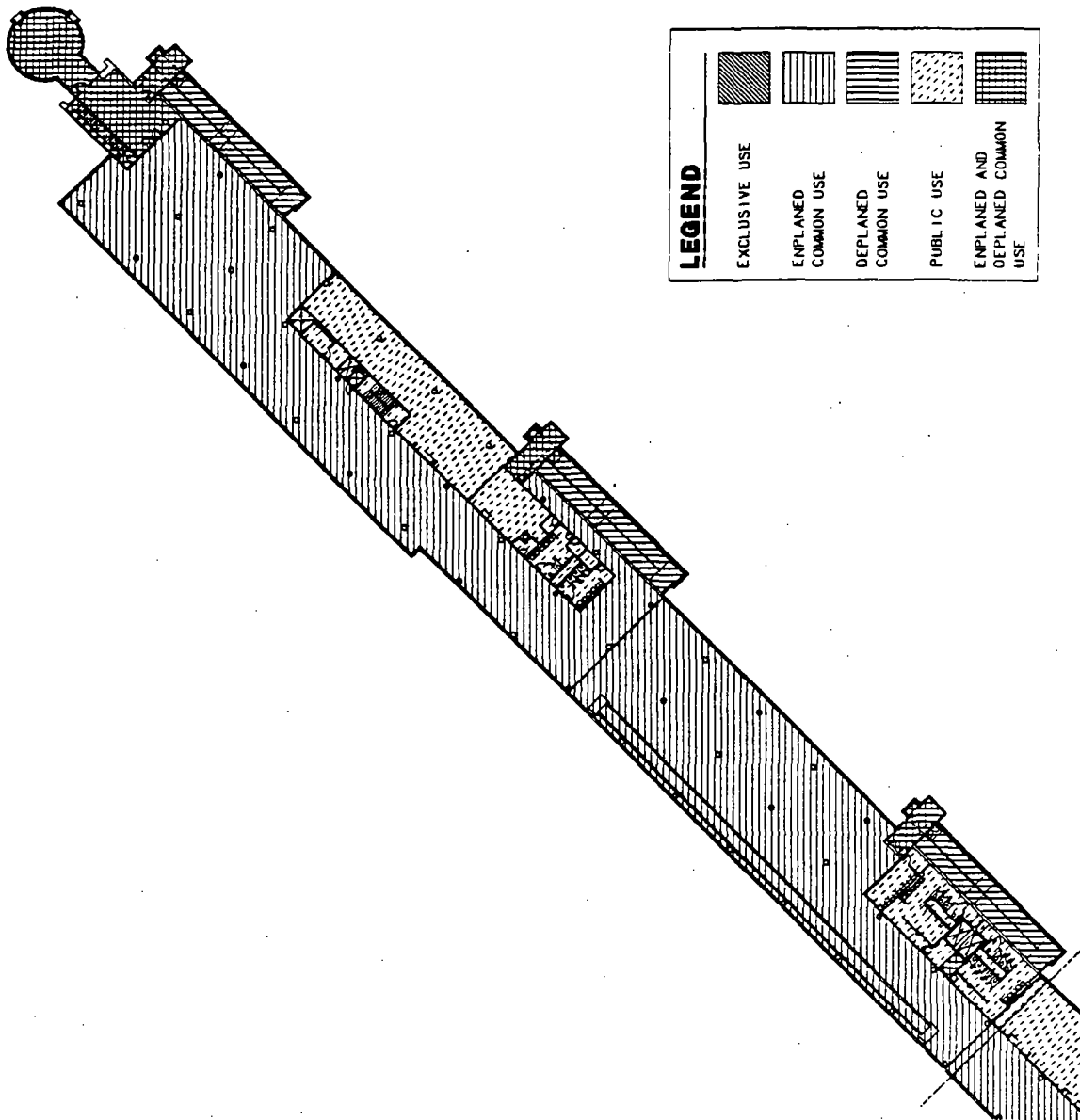
EXHIBIT B
(Page 13 of 25)



Upper Level

* Public Use Premises is not a Cost Center.

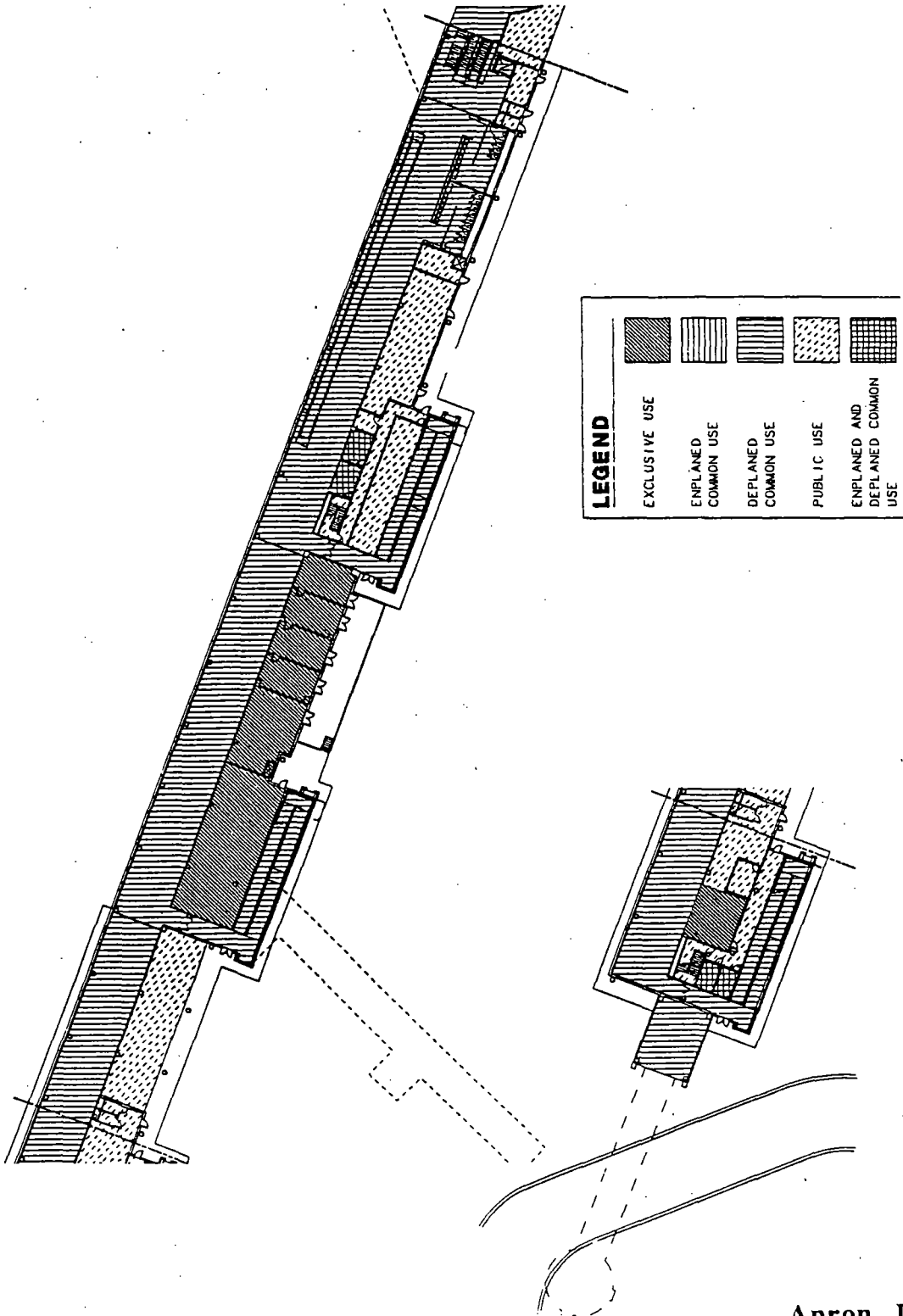
EXHIBIT B
(Page 14 of 25)



Upper Level

* Public Use Premises is not a Cost Center.

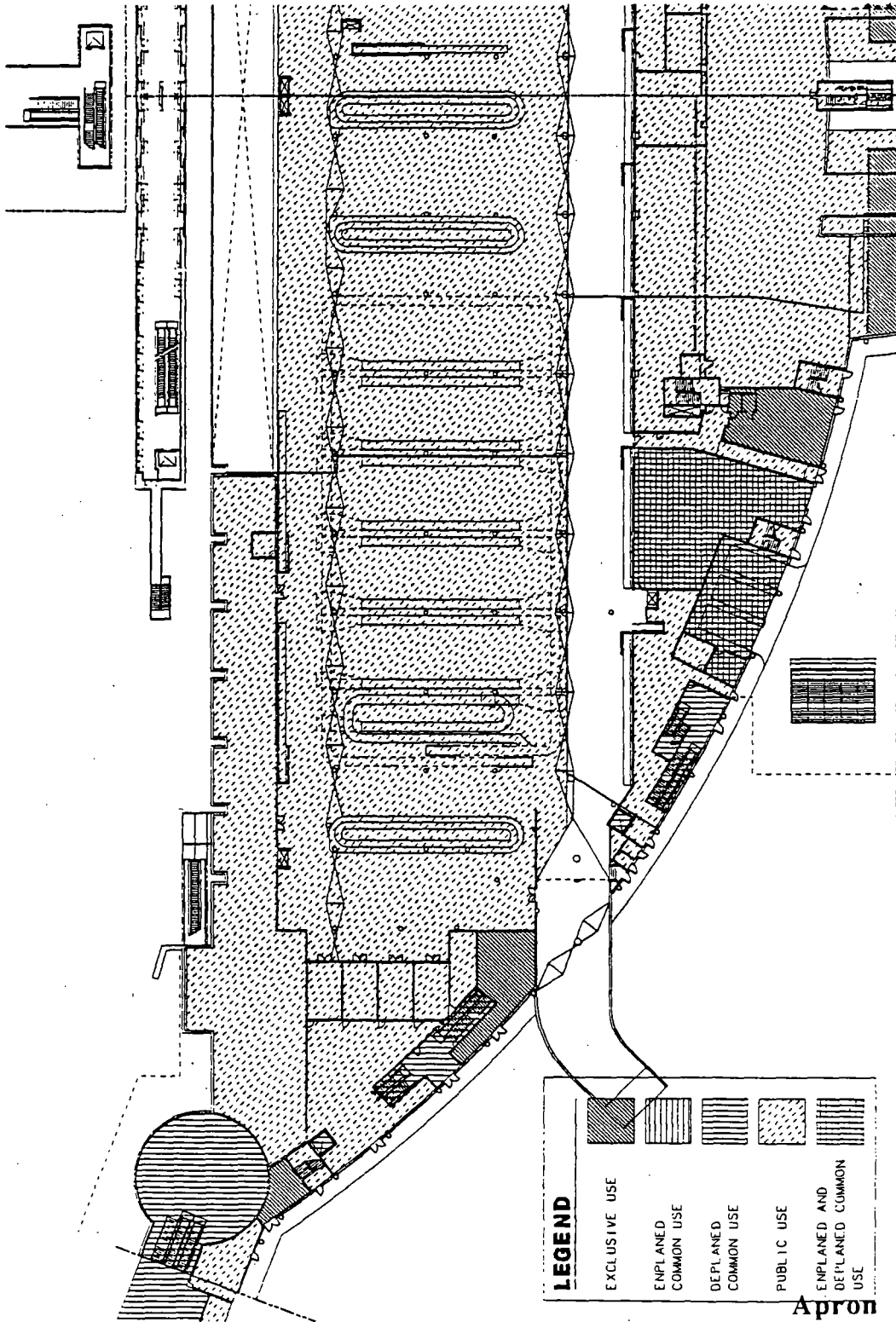
EXHIBIT B
(Page 15 of 25)



* Public Use Premises is not a Cost Center.

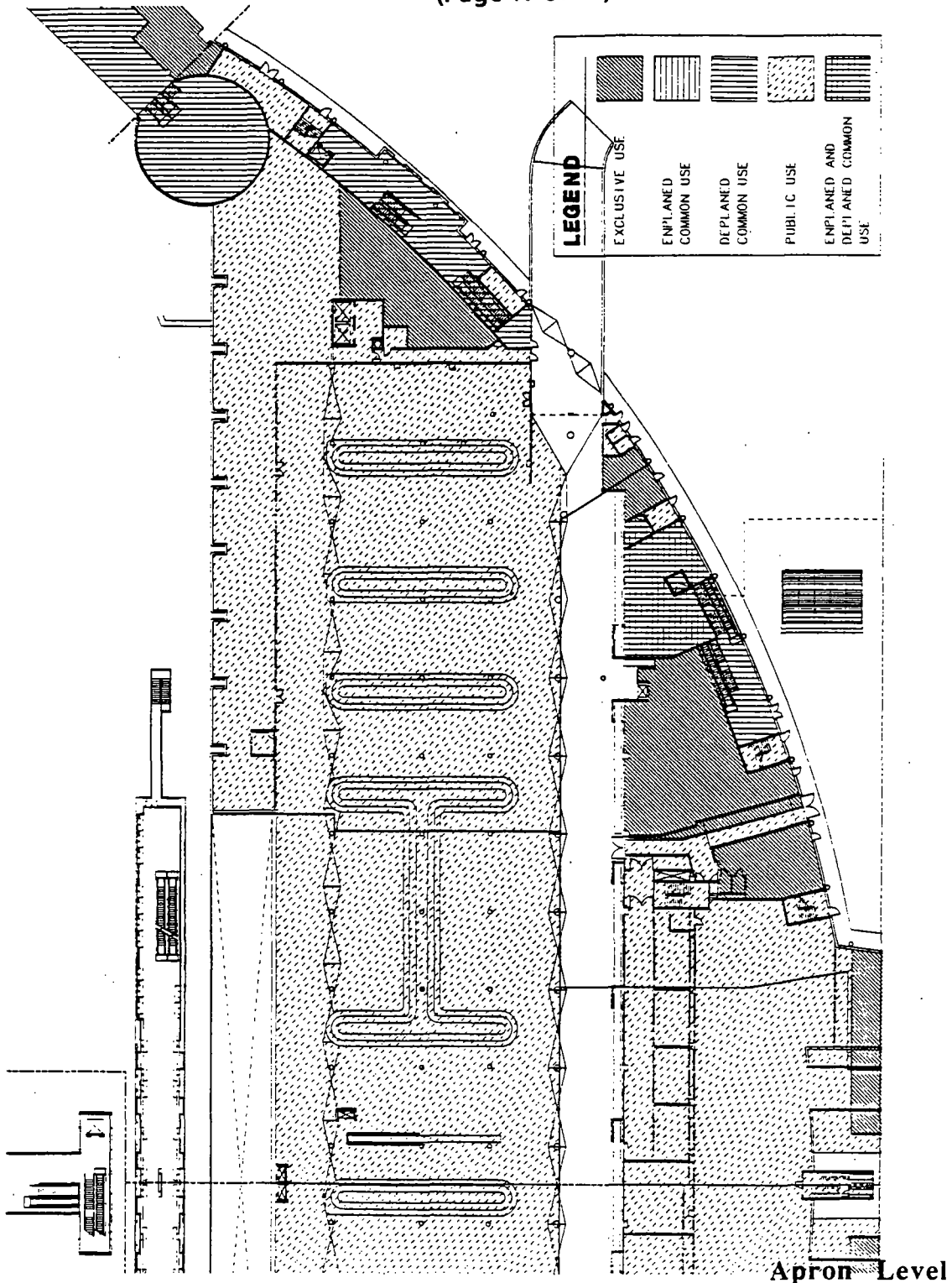
Apron Level

EXHIBIT B
(Page 16 of 25)



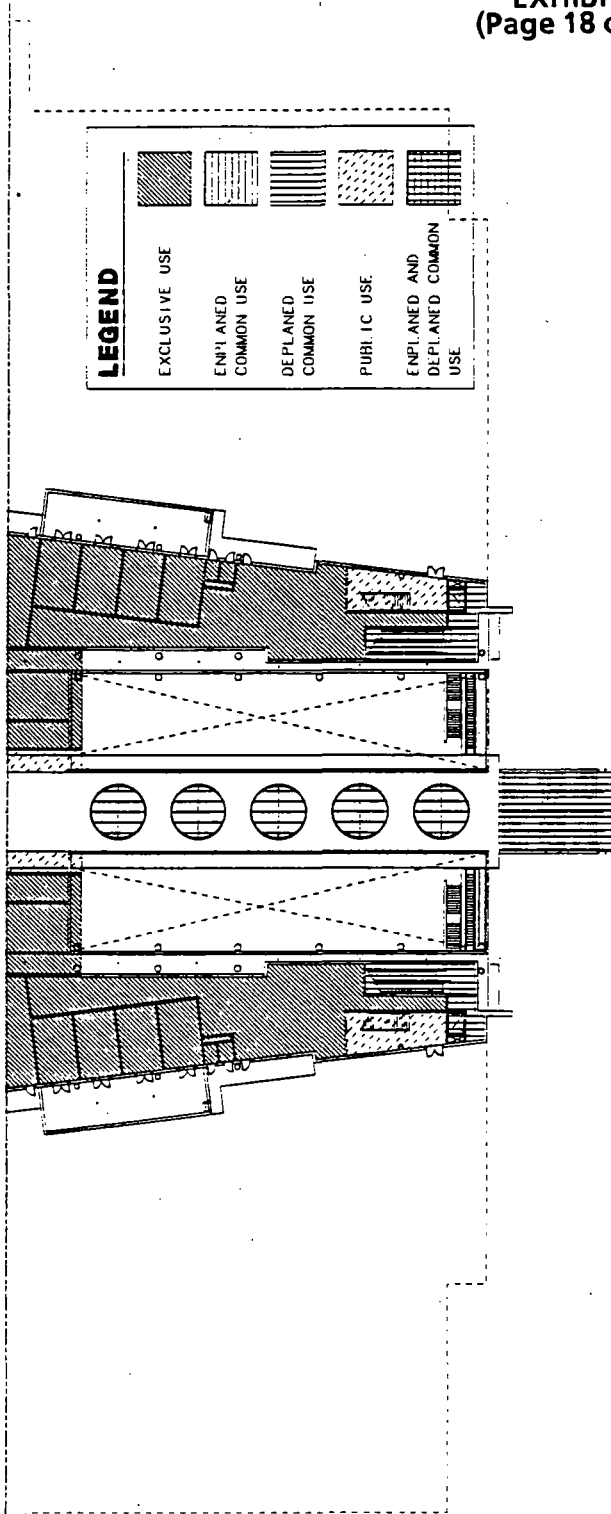
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EXHIBIT B
(Page 17 of 25)



* Public Use Premises is not a Cost Center.

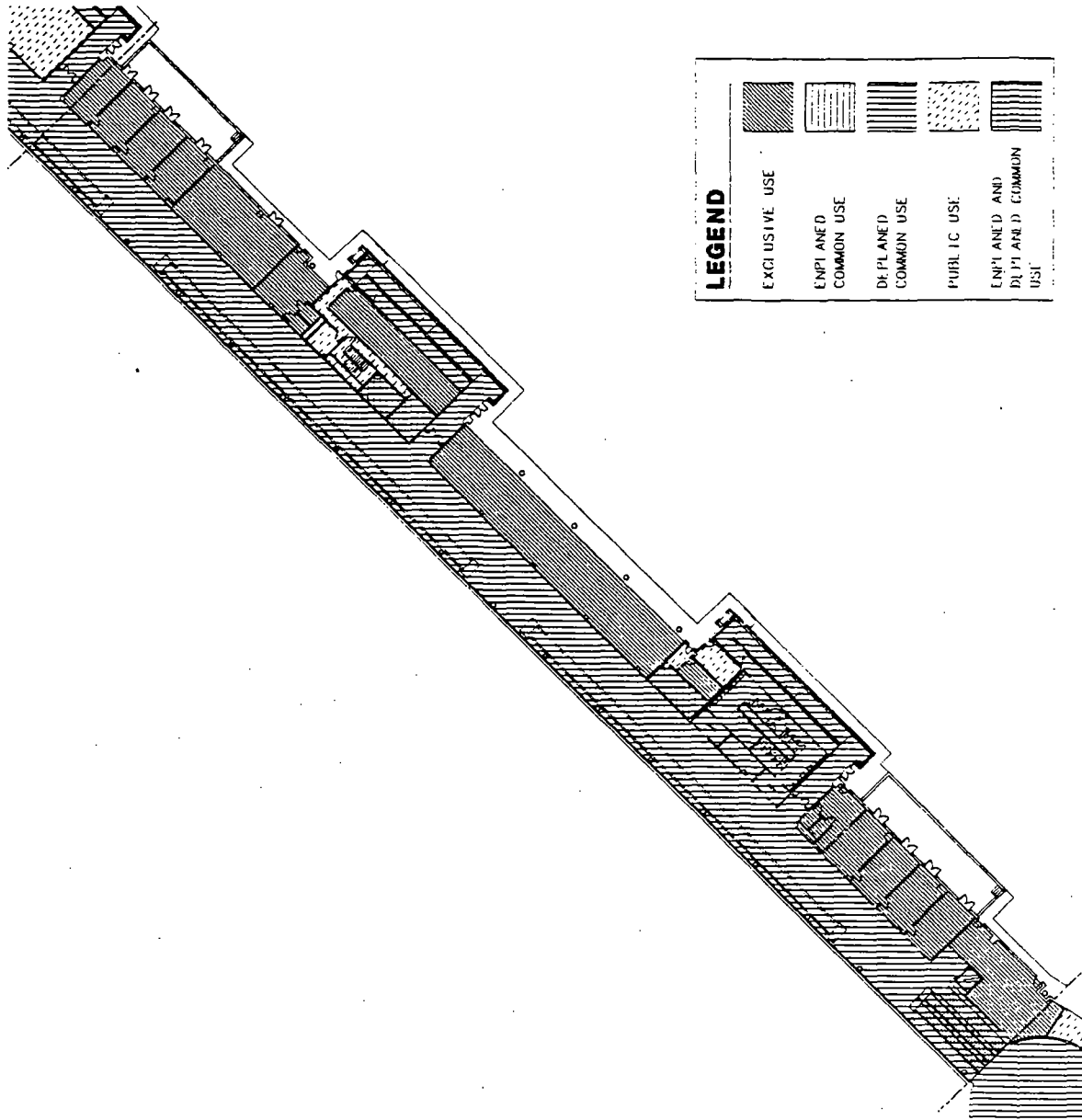
EXHIBIT B
(Page 18 of 25)



* Public Use Premises is not a Cost Center.

Apron Level

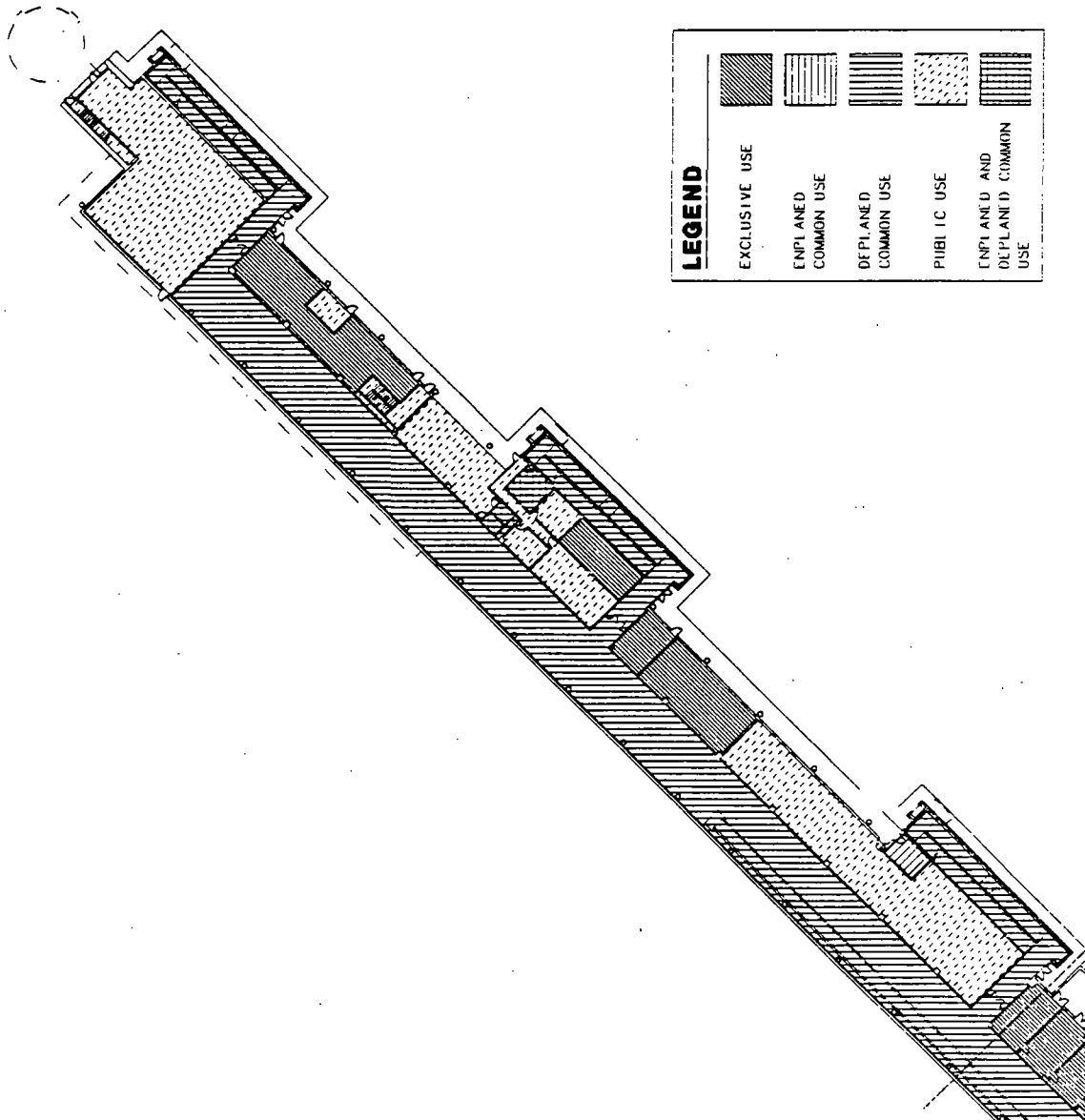
EXHIBIT B
(Page 19 of 25)








Apron Level

* Public Use Premises is not a Cost Center.

EXHIBIT B
(Page 20 of 25)

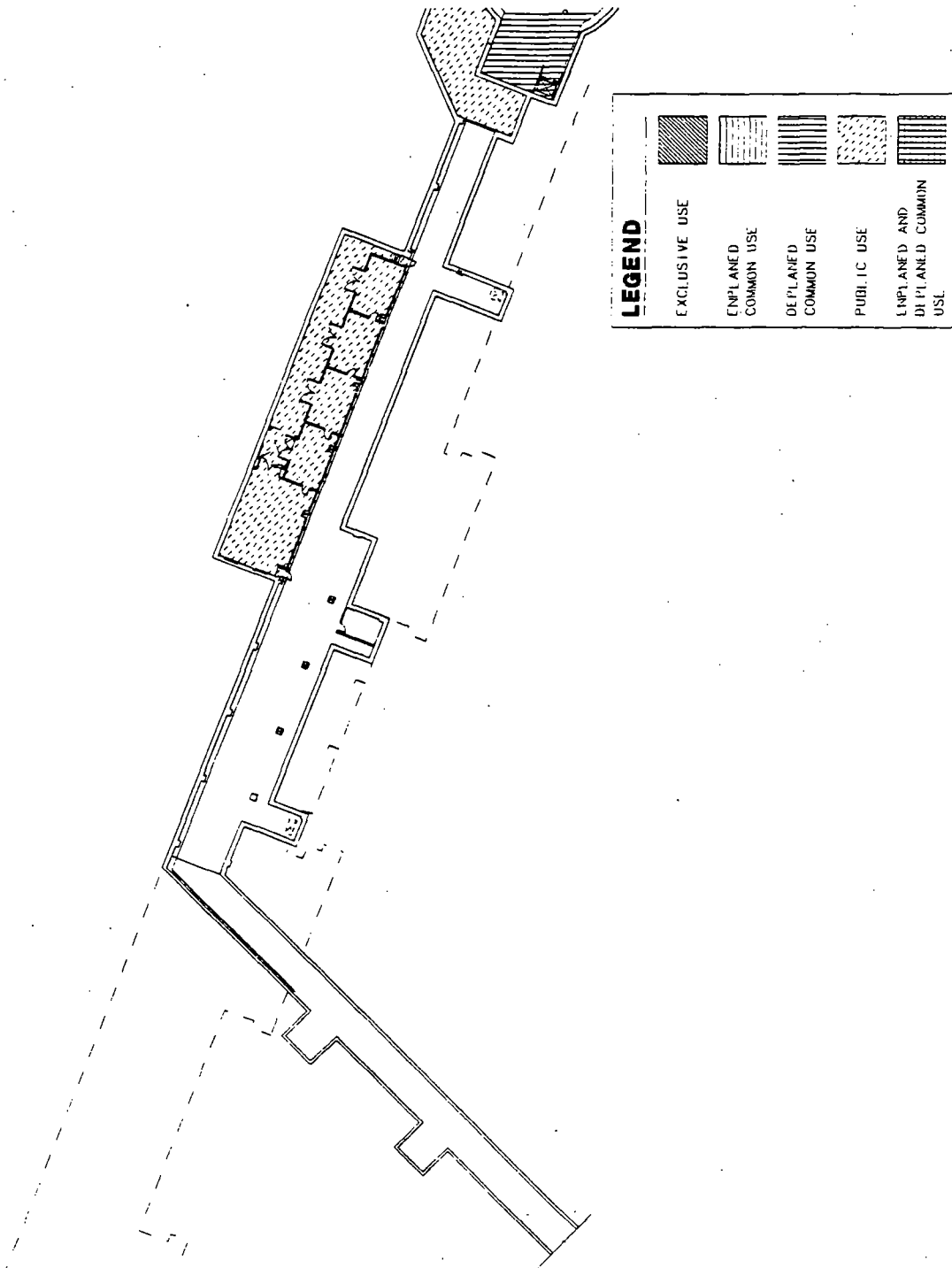


LEGEND	
	EXCLUSIVE USE
	ENPLANED COMMON USE
	DEPLANED COMMON USE
	PUBLIC USE
	ENPLANED AND DEPLANED COMMON USE

Apron Level

* Public Use Premises is not a Cost Center.

EXHIBIT B
(Page 21 of 25)



* Public Use Premises is not a Cost Center.

Lower Level

EXHIBIT B
(Page 22 of 25)

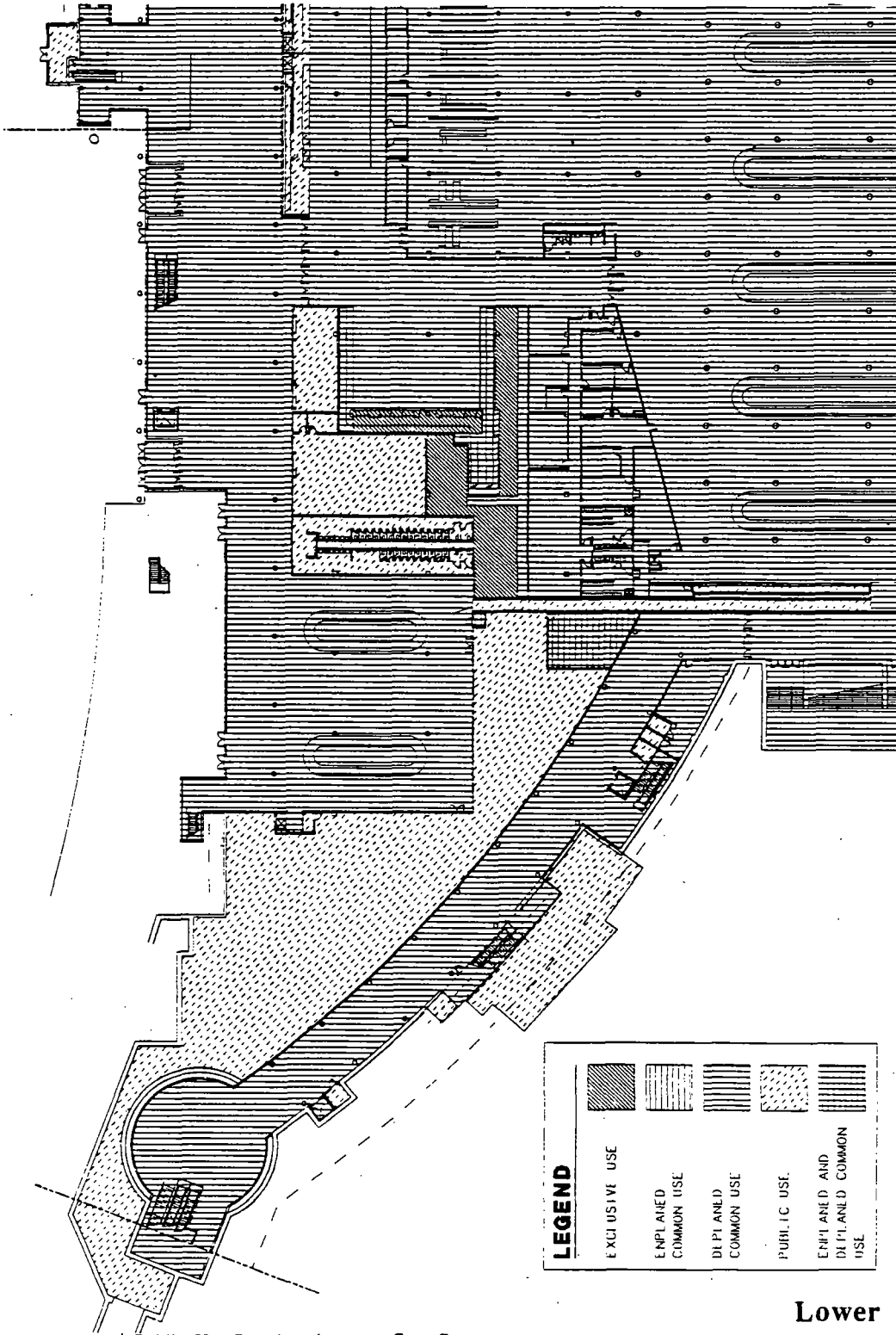


EXHIBIT B
(Page 23 of 25)

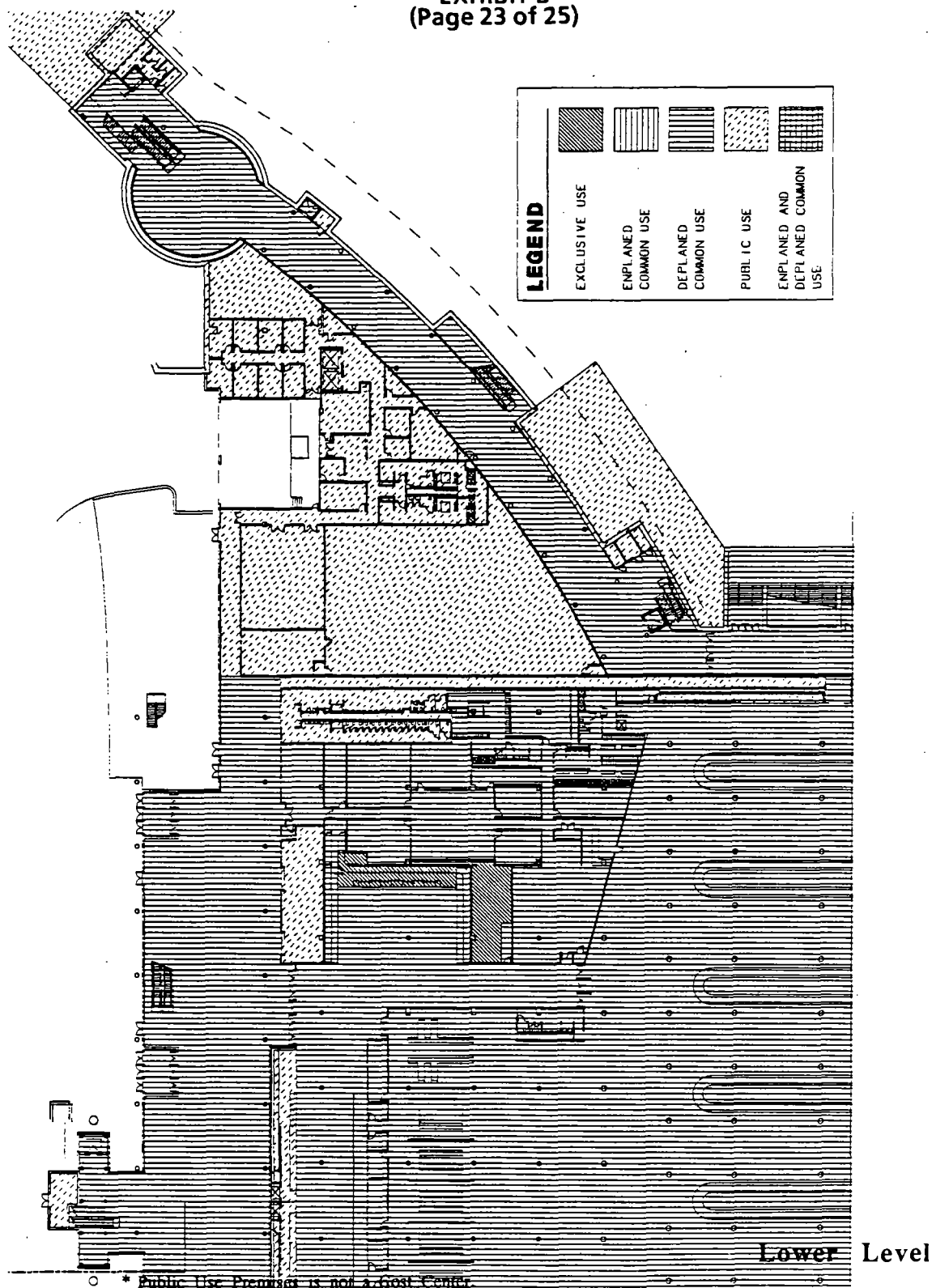
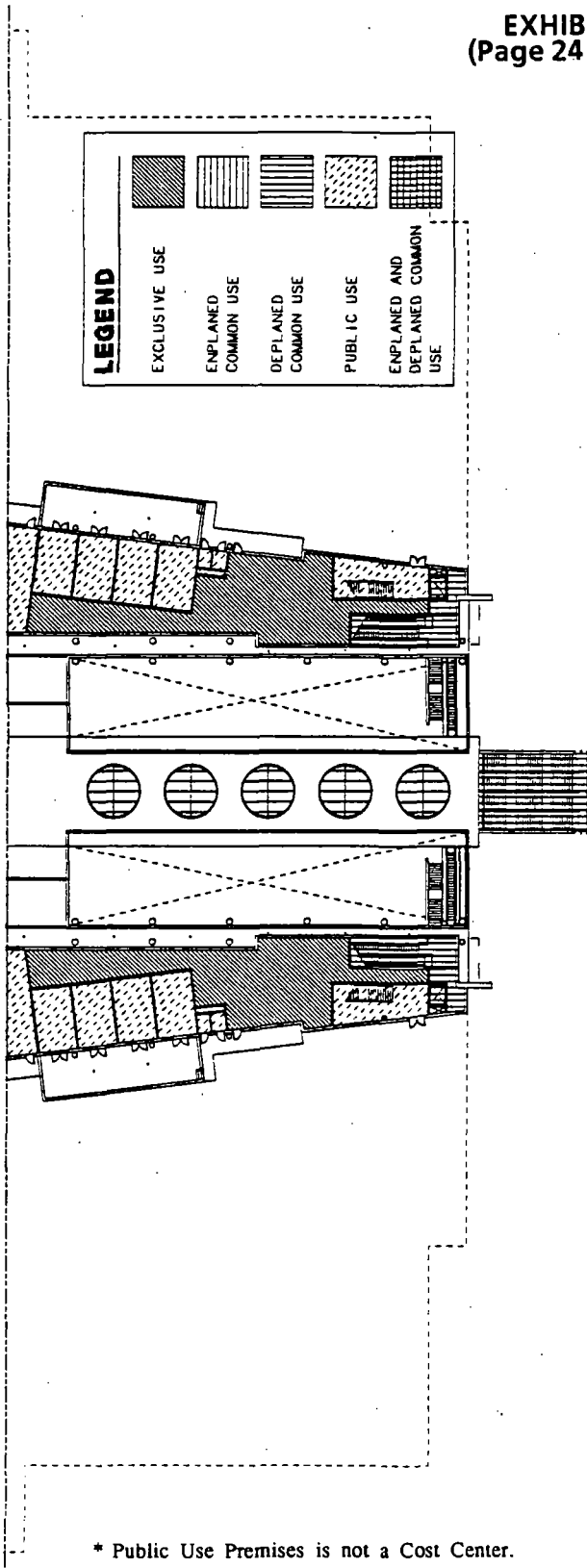


EXHIBIT B
(Page 24 of 25)



Lower Level

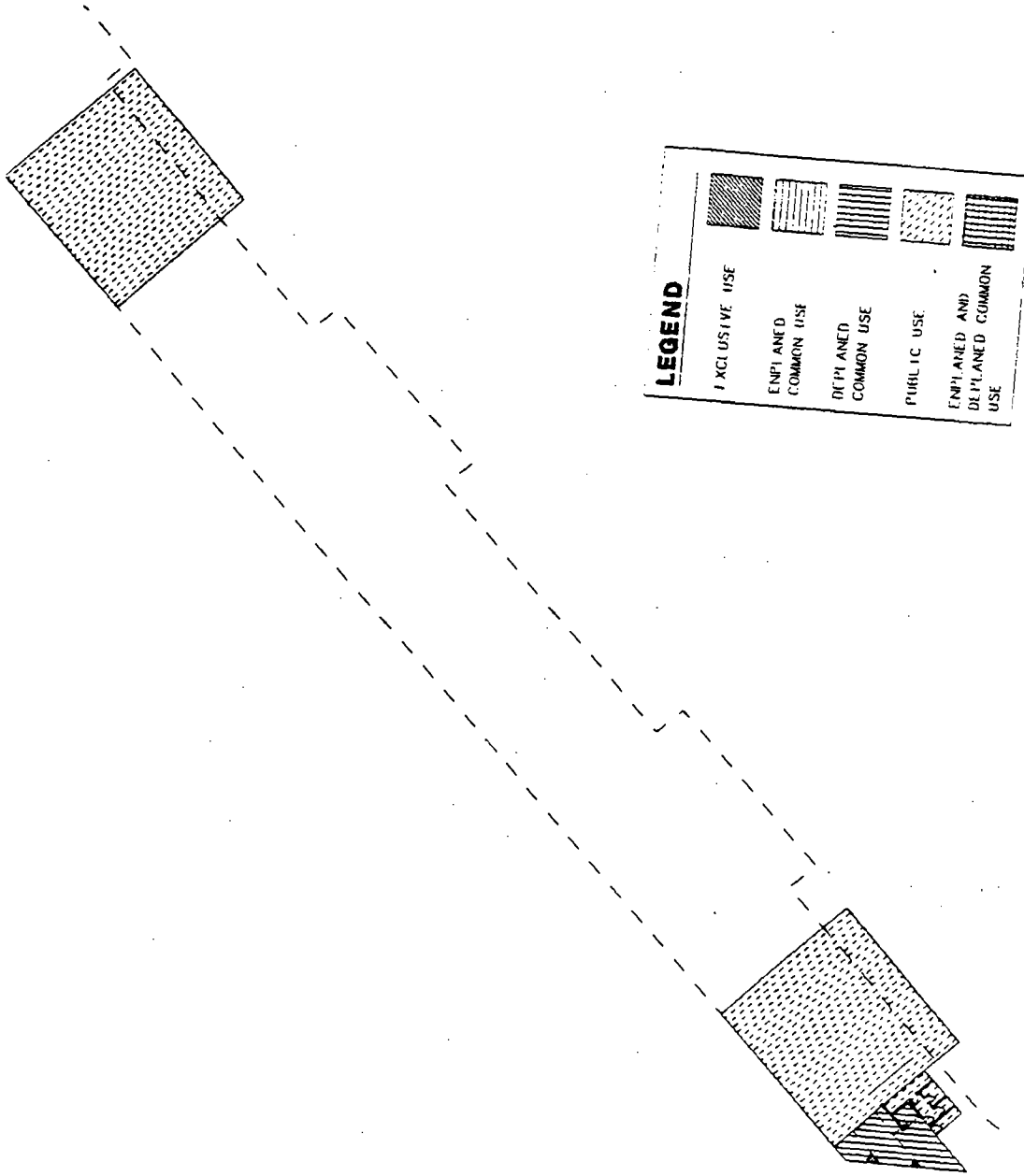
* Public Use Premises is not a Cost Center.

2/28/90

REPORTS OF COMMITTEES

12197

EXHIBIT B (Page 25 of 25)



LEGEND

	EXCLUSIVE USE
	EMPLOYED COMMON USE
	EMPLOYED COMMON USE
	PUBLIC USE
	EMPLOYED AND DEPLANNED COMMON USE

* Public Use Premises is not a Cost Center.

Lower Level

Preliminary Exhibit "E" Summary.

Chicago O'Hare International Airport

International Terminal Project.

Capital Project Components	Component Cost Estimates
Airside Facilities	\$16,400,000
Landside Facilities	14,200,000
Terminal Building	236,700,000
A.G.T. Realignment	13,200,000
Design and Implementation	<u>36,300,000</u>
TOTAL:	<u>\$316,800,000</u>

Note: All Capital Project Components and the Component Cost Estimates therefor set forth in this Preliminary Exhibit E exclude the cost of public art as an eligible cost. Further, all Component Cost Estimates are stated in December, 1989 dollars and have not been reduced by anticipated International Terminal Government Grants-in-Aid.

Preliminary Exhibit "E".

Chicago O'Hare International Airport

International Terminal Project.

Capital Project Component: Airside Facilities

Component Cost Estimate: \$16,400,000

Estimated Construction Start: 11/90

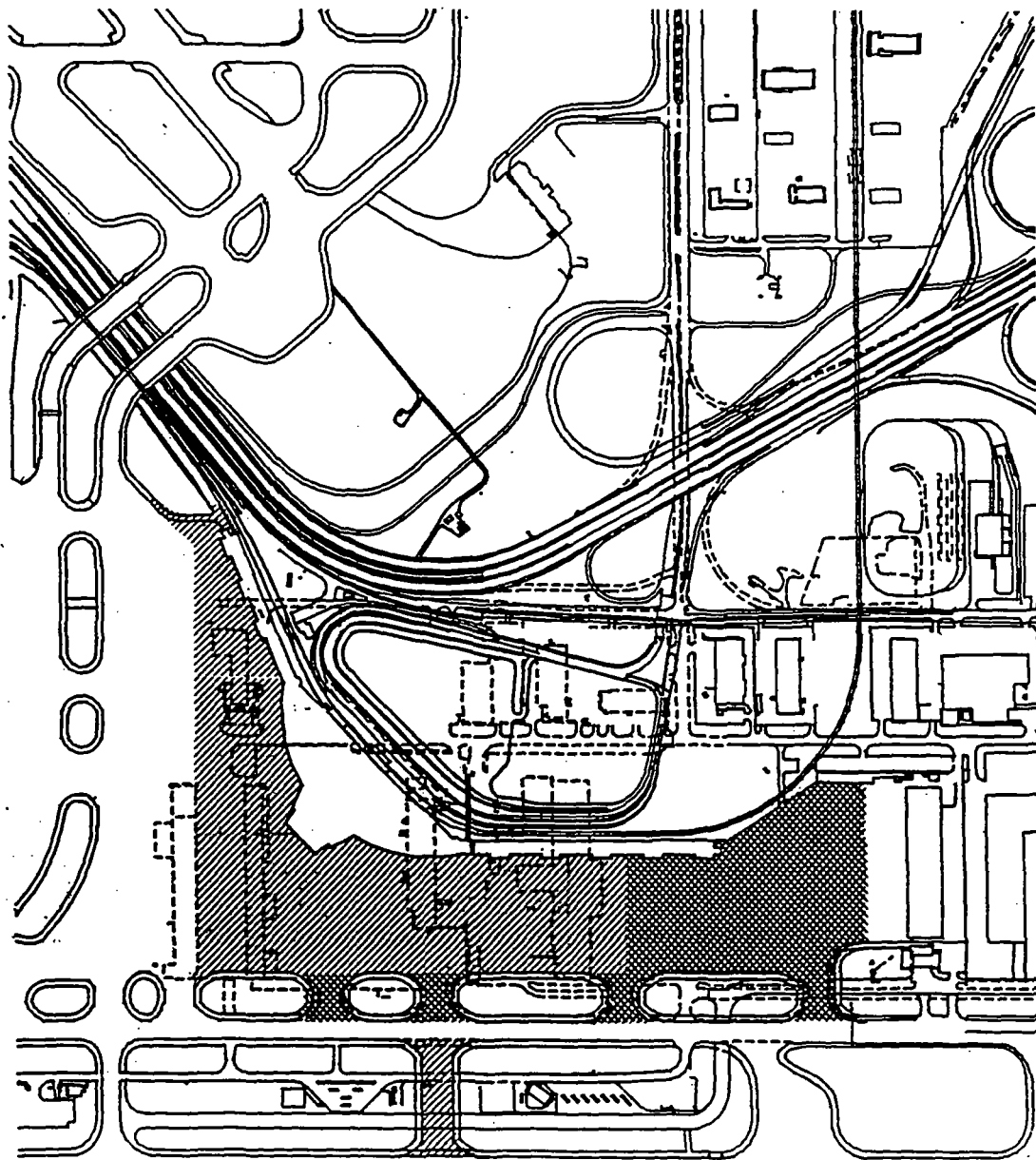
Estimated Construction Completion: 9/92

Capital Project Component Scope:

This Capital Project Component includes the construction of approximately 68,972 square yards of aircraft apron and apron connectors for the International Terminal, apron drainage and utilities. Also included in this Capital Project Component is the demolition of existing cargo apron. The acquisition of various existing leasehold interests is also included.

The cost of additional airside facilities payable from the proceeds of General Airport Revenue Bonds, in the amount of \$25,100,000 (December, 1989 dollars), has not been included in the above Component Cost Estimate.

INTERNATIONAL TERMINAL PROJECT



↑ 01.29.90



GARBO Funded - 146,798 S.Y.

Airside Facilities



Anticipated Government Grants - In - Aid Funded - 68,972 S.Y.

Preliminary Exhibit "E".

*Chicago O'Hare International Airport
International Terminal Project.*

Capital Project Component: Landside Facilities

Component Cost Estimate: \$14,200,000

Estimated Construction Start: 12/90

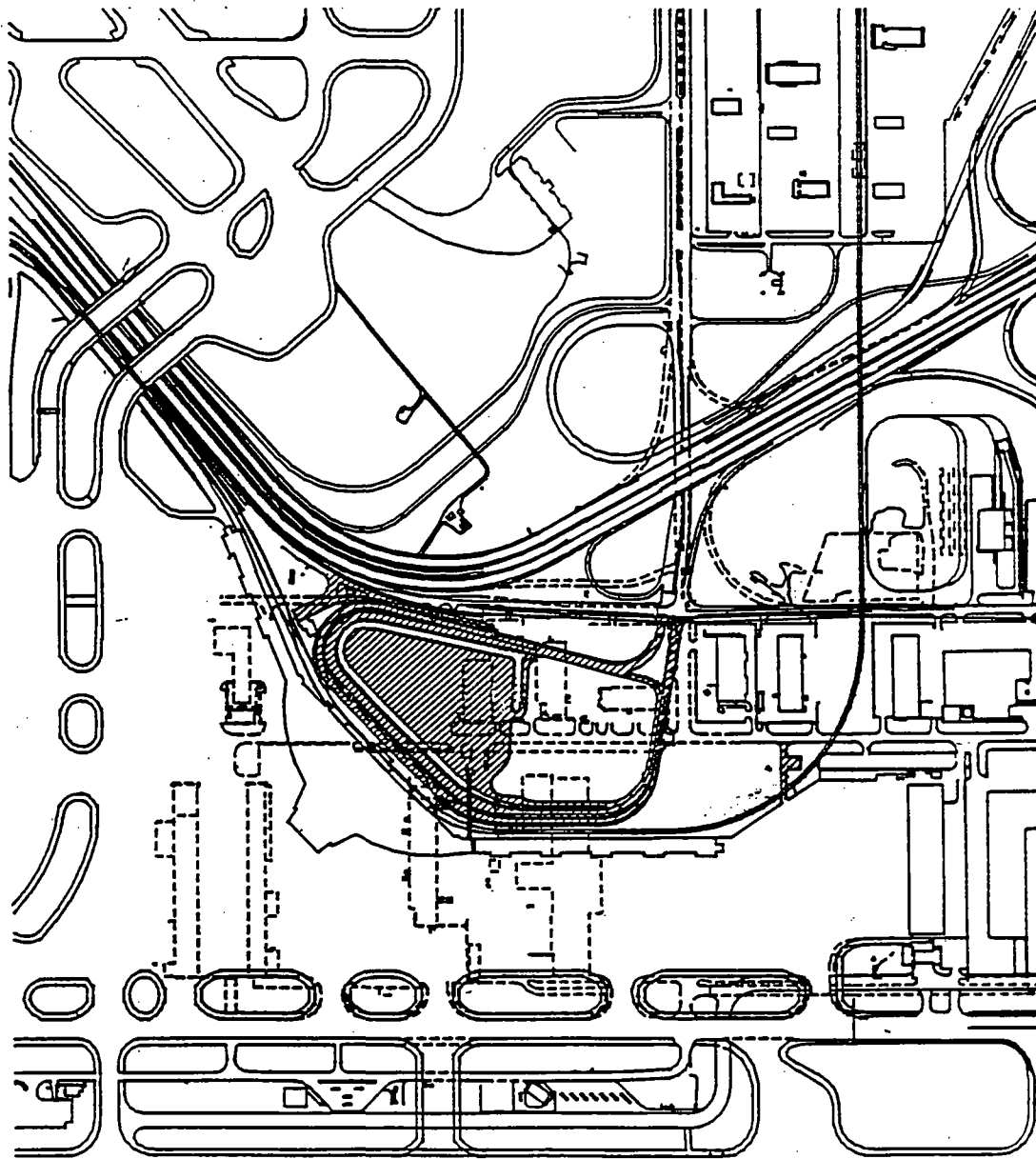
Estimated Construction Completion: 10/92

Capital Project Component Scope:

This Capital Project Component includes the cost of the upper level roadway serving the International Terminal, the retaining wall for the lower level depressed roadway and other additional premium costs associated with an upper/lower roadway system, including applicable site drainage and utilities, excavation, lighting, fencing, landscaping and backfill, demolition of existing facilities, signage and other site improvements. Also included is the cost of approximately 6,500 square yards of parking facility including applicable lighting, drainage, entrance roads, excavation, attendant booths and other parking site improvements.

The cost of additional landside facilities payable from the proceeds of General Airport Revenue Bonds, in the amount of \$15,900,000 (December, 1989 dollars), has not been included in the above Component Cost Estimate.

INTERNATIONAL TERMINAL PROJECT



↑ 01.29.90

Landside Facilities

Preliminary Exhibit "E".

*Chicago O'Hare International Airport
International Terminal Project.*

Capital Project Component: Terminal Building

Component Cost Estimate: \$236,700,000

Estimated Construction Start: 5/90

Estimated Construction Completion: 6/93

Capital Project Component Scope:

This Capital Project Component includes the International Terminal building consisting of approximately 1,076,000 square feet. The terminal complex is a three level structure with a fourth level mechanical penthouse area. The building includes:

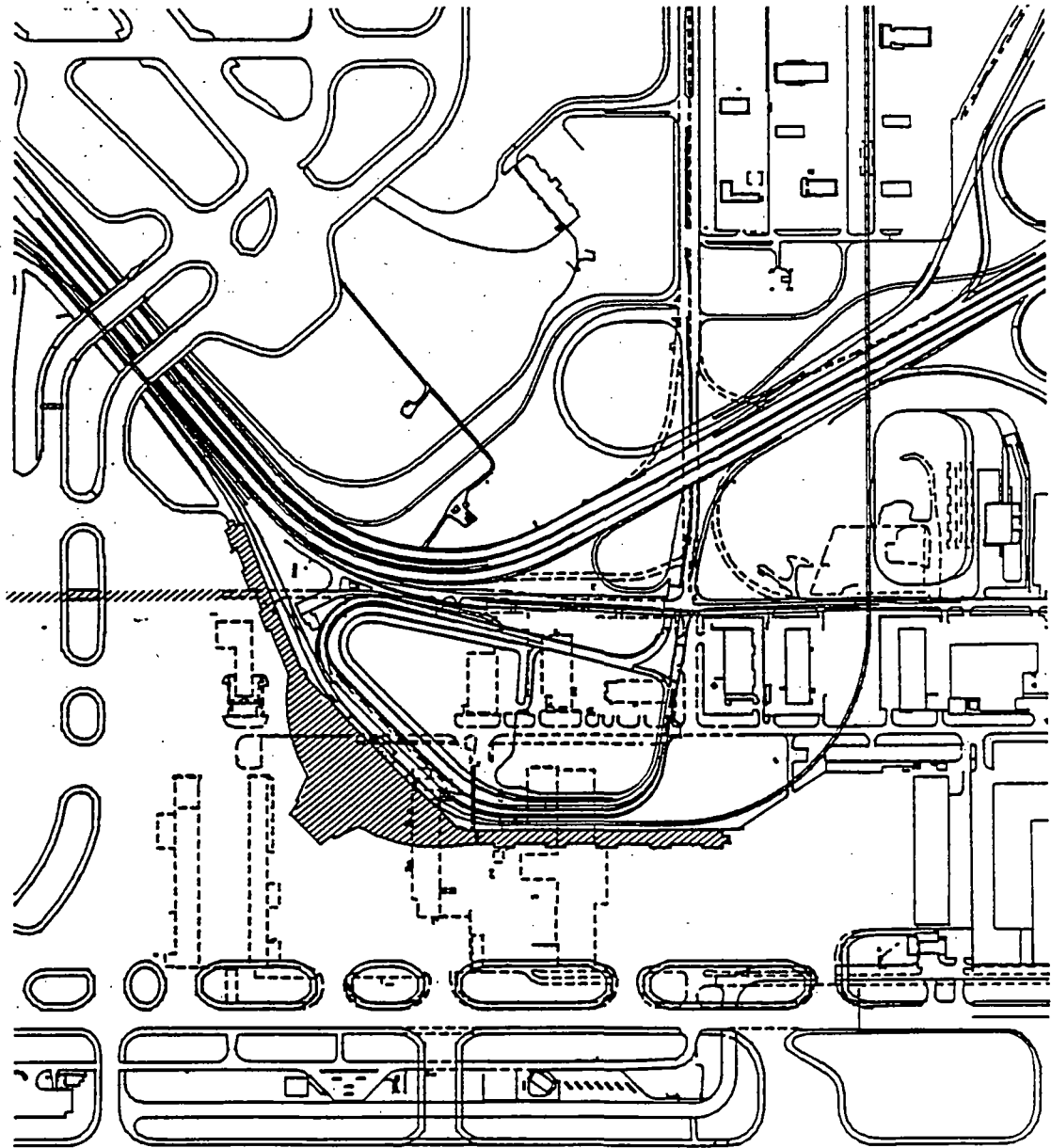
1. Exclusive Use Premises for the airlines, Common Use Premises (excluding the F.I.S.) for the airlines and Public Use Premises totaling approximately 558,000 square feet.

2. Federal Inspection Services (F.I.S.) area of approximately 256,000 square feet of building space for the primary inspection area, inbound baggage claim area, offices and support space and a sterile corridor leading from the aircraft to the F.I.S. area.
3. Support spaces located throughout the International Terminal building, including mechanical and electrical spaces, D.O.A. support spaces, bus/tug cart road, communication rooms, shell spaces and H. & R. tunnel representing a total square footage of approximately 230,000 square feet.
4. Concession areas located in a central galleria area and throughout the concourse areas representing approximately 32,000 square feet of building space.

This Capital Project Component also includes utility services including storm sewers, telephone, electrical, sanitary sewers, water and gas system extension to the building, and tunnel and pipe to connect to the existing H. & R. Utilities.

The cost of certain International Terminal building facilities payable from the proceeds of General Airport Revenue Bonds, in the amount of \$11,800,000 (December, 1989 dollars), has not been included in the above Component Cost Estimate.

INTERNATIONAL TERMINAL PROJECT



↑ 01.29.90

Terminal Building

Preliminary Exhibit "E".

Chicago O'Hare International Airport

International Terminal Project.

Capital Project Component: A.G.T. Realignment

Component Cost Estimate: \$13,200,000

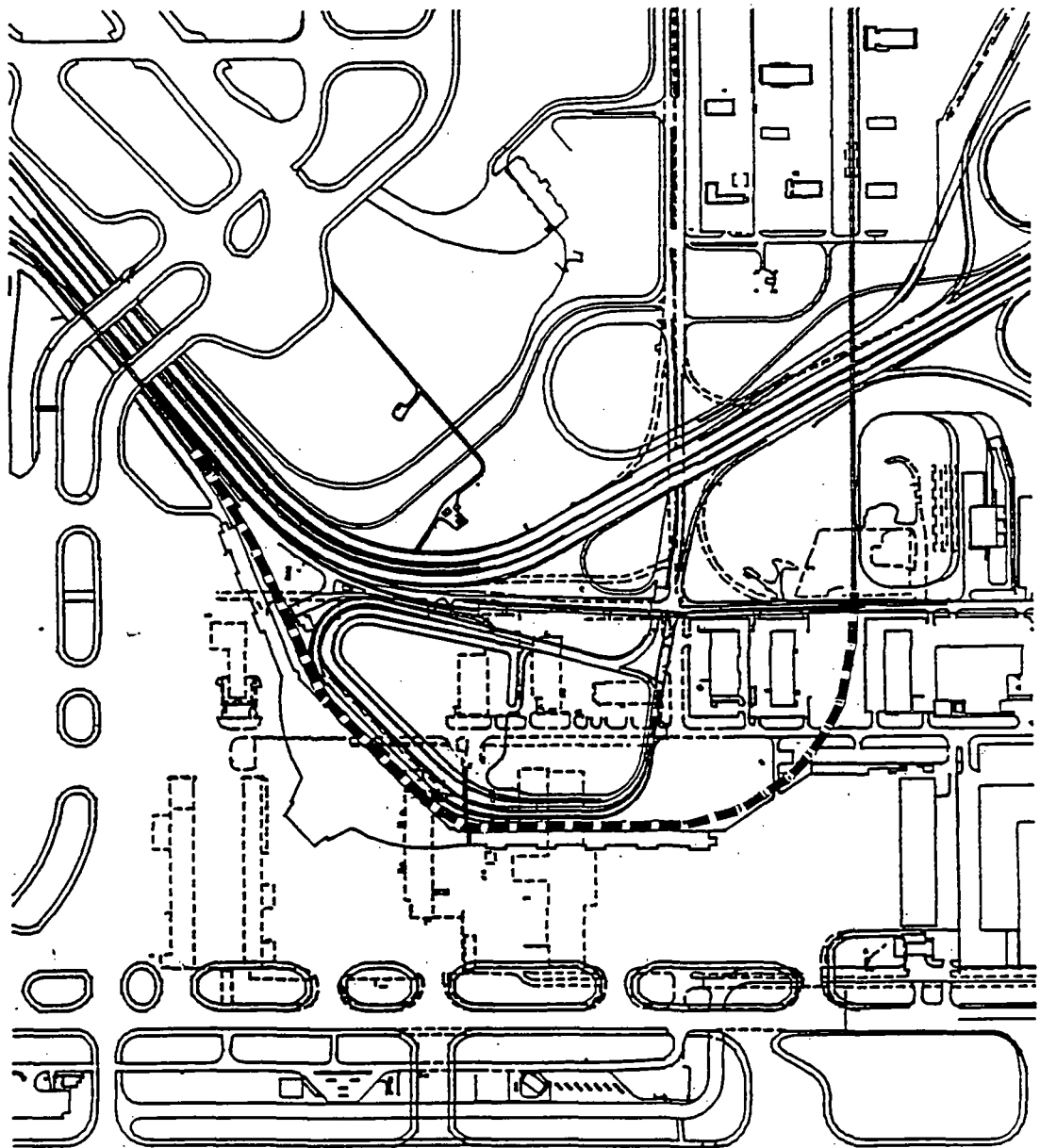
Estimated Construction Start: 4/88

Estimated Construction Completion: 11/91

Capital Project Component Scope:

This Capital Project Component includes the realignment of the Automated Guideway Transit System to fit to the revised layout of the International Terminal Building. Costs are attributed to revisions in the guideway system, including design, guideway, guiding and running elements, guideway heating, stationing, A.T.C. equipment, interconnecting wire, software, C.C.T.V. system, telephone system, public address system, ductbank and pads, low voltage feeder, traction power, electrical manholes, ductbank, excavation and backfill, concrete, storm sewers, F.I.S. roadway and system costs.

INTERNATIONAL TERMINAL PROJECT



↑ 01.29.90

AGT Realignment

*Preliminary Exhibit "E".**Chicago O'Hare International Airport**International Terminal Project.*

Capital Project Component: Design and Implementation

	Component Cost Estimate	Estimated Schedule Start	Completion
Design (including services during construction)	\$15,800,000	10/88	6/93
Implementation	<u>20,500,000</u>	10/88	6/94
TOTAL:	\$36,300,000		

Capital Project Component Scope:

This Capital Project Component includes all services provided by design consultants (architectural, engineering and special consultants as required), City's Construction Manager, Airlines' Design and Construction Representatives, Aviation Consultant, Supervising Consultant, legal counsel, City management and administrative costs, and bond trustee management fees, all as incurred in connection with the International Terminal Project.

Design and implementation costs in the estimated amounts of \$4,100,000 and \$10,900,000, respectively, which are applicable to that portion of the project to be funded from the proceeds of General Airport Revenue Bonds, have not been included in the above estimated cost for design and implementation. Also not included in these estimated costs are design and implementation expenditures from the \$7,000,000 United Airlines Terminal 5 Escrow Deposit.

(Continued from page 12171)

Exhibit "G-1"

International Terminal Cost Centers

Square Foot Allocation Methodology.

The methodology described herein shall govern the allocation of I.T.-C.R.C. costs among the International Terminal Cost Centers, as required by paragraph 5.02(b) of the Agreement. This methodology shall also govern the allocation of Special Revenue Bond Debt Service and Fund Deposit Requirements among the International Terminal Cost Centers, as required by paragraph 5.02(c) of the Agreement.

I. Allocation Of O. & M. Expenses, Allocated G.A.R.B. Debt Service And Allocated Terminal Support Area Net Deficit And Net Revenue.

This methodology first requires the allocation of building square footages to the International Terminal Cost Centers (except the Equipment Cost Center). The relative percentage of each International Terminal Cost Center's square footage (except the Equipment Cost Center) is used to allocate costs to the International Terminal Cost Centers (except the Equipment Cost Center).

As a general principle, the percentage allocations determined by this methodology shall:

- (i) be derived from the square footage contained in each Cost Center (except the Equipment Cost Center) in the building; and

- (ii) exclude any square footages associated with aircraft parking position areas, roadways and parking areas, the tug cart road, the pedestrian bridge, the AGT Station and other public use areas, from the determination of the relative square footages of the Cost Center. The costs associated with these project elements will be allocated to the International Terminal Cost Centers (except the Equipment Cost Center) in accordance with the percentage allocations determined in this section.

This methodology allocates square footages to International Terminal Cost Centers according to the functional use of space. Building areas which are classified in more than one Cost Center are allocated among those Cost Centers based on projected and actual passenger usage volumes on a Fiscal Year basis and shall be shown on a table similar to the Exhibit G-1 -- Pro Forma Table.

II. Allocation Of Special Revenue Bond Debt Service And Fund Deposit Requirement.

The actual capital expenditures for the International Terminal Project shall be allocated among the International Terminal Cost Centers based on the following methodology:

- (i) Equipment costs shall be separately identified and allocated to the Equipment Cost Center.
- (ii) All other capital expenditures shall be allocated according to the methodology described in I. above.
- (iii) Any non-Special Revenue Bond funding shall be applied as a credit, based on the specific purpose and application of such funding, to the aggregate capital expenditures of each International Terminal Cost Center determined in II(i) and II(ii) above. The resulting amount for each International Terminal Cost Center shall represent the Special Revenue Bond actual expenditure made in each such Cost Center.
- (iv) The allocation of Special Revenue Bond Debt Service and Fund Deposit Requirements to each International Terminal Cost Center shall be based on the relationship of Special Revenue Bond actual expenditures for each such Cost Center (as determined above) to the total of all such Cost Center actual expenditures.

Definition of variables:

- (a) Number of square feet of a specified building area.

- (b) Number of passengers projected⁽¹⁾ to use the Enplaned Common Use facility during the coming Fiscal Year.
- (c) Number of passengers projected⁽¹⁾ to use the Deplaned Common Use facility during the coming Fiscal Year.
- (d) Calculated square foot allocation to a Cost Center.

City Of Chicago

To

Continental Bank, National Association,

As Trustee.

Master Trust Indenture

Securing

Chicago-O'Hare International Airport

International Terminal Special Revenue Bonds.

⁽¹⁾ Passenger projection will be revised as required, based on actual and projected usage, in order to determine rate adjustments. Rates will be recalculated based on actual passenger volumes after the end of each Fiscal Year.

This Master Trust Indenture (this "Indenture") is dated as of March 1, 1990, and is from the City of Chicago (the "City"), a municipal corporation and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois, to Continental Bank, National Association, as Trustee (the "Trustee"), a national banking association duly organized, validly existing and duly authorized to accept and execute trusts of the character herein set forth under the laws of the United States, with its principal corporate trust office located at 231 South LaSalle Street, Chicago, Illinois 60697.

Recitals:

Whereas, The City is a home rule unit of local government, duly organized and validly existing under the laws of the State of Illinois, and in accordance with the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois and is authorized to own and operate commercial and general aviation facilities; and

Whereas, The City currently owns and operates an airport known as Chicago- O'Hare International Airport; and

Whereas, The City has heretofore determined to improve and expand the Airport (as defined below) and, more particularly, the international terminal area of the Airport and to pay certain costs related thereto through the issuance of Bonds (as defined below) from time to time, in one or more Series (as defined below), pursuant to the terms and provisions of this Indenture and one or more Supplemental Indentures (as defined below), payable solely from Special Revenues (as defined below); and

Whereas, The execution and delivery of this Indenture has been, and prior to the issuance from time to time of each Series (as defined below) of Bonds, the execution and delivery of the related Supplemental Indenture and the issuance of such Series will be, duly and validly authorized by the City;

Now, Therefore, This Master Indenture Of Trust Witnesseth:

That the City in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the purchasers thereof, One Dollar duly paid to the City by the Trustee at or before the execution and delivery of these presents and of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest on all Bonds outstanding from time to time, according to their tenor and effect, and to secure the observance and performance by the City of all the covenants expressed or implied herein and in the Bonds, does hereby pledge and assign unto the Trustee, and unto its successors and assigns forever the following properties, rights and privileges (collectively, the "Trust Estate"):

Granting Clause First.

The Special Revenues, such pledge constituting an irrevocable pledge of and lien on the Special Revenues;

Granting Clause Second.

All moneys on deposit in the Funds and Accounts maintained under this Indenture and any Supplemental Indenture, other than the Administrative Expense Fund, the Subordinated Bond Fund and the Rebate Fund and any other Funds or Accounts excluded pursuant to the provisions of a Supplemental Indenture, to the extent provided herein and to be provided therein, such pledge constituting an irrevocable pledge of and lien on such moneys; and

Granting Clause Third.

Any and all other property of any nature from time to time hereafter by delivery or by writing of any kind granted, pledged or assigned as and for additional security hereunder, by the City or by anyone acting on its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any time and at all times and to hold and apply the same subject to the terms hereof.

To Have And To Hold all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in such trusts and assigns, forever;

In Trust Nevertheless, upon the terms and trusts herein set forth, for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds from time to time issued under and secured by this Indenture and one or more Supplemental Indentures, without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any other of the Bonds, except as provided herein or in any Supplemental Indenture;

Provided, However, that if the City, its successors or permitted assigns, shall well and truly pay or cause to be paid the principal of all the Bonds and the interest and premium, if any, due or to become due thereon, at the times and in the manner mentioned in the Bonds, according to the intent and meaning thereof, or shall provide, as permitted by Article XI hereof, for the payment thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due in accordance with the terms and provisions hereof to the extent provided herein, then this Indenture and the rights hereby granted shall cease, determine and be void, except as otherwise provided in any Supplemental Indenture; otherwise this Indenture shall be and remain in full force and effect.

This Indenture Of Trust Further Witnesseth, and it is expressly declared, that all Bonds issued and secured hereunder and under any Supplemental Indenture and the Special Revenues hereby granted, assigned and pledged are to be treated and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners from time to time of the Bonds, as follows:

Article I.

Definitions And Other Provisions Of General Application.

Section 101. Interpretation.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) All references in this Indenture to designated "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this Indenture. The words "herein", "hereof", "hereto", "hereby", and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(b) The terms defined in this Article have the meanings assigned to them in this Article, and include the plural as well as the singular.

(c) In the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and each of the words "to" and "until" means "to but excluding".

Section 102. Definitions.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

"Accounts" means the accounts created and established within the Funds pursuant to Article IV and Article V hereof or the accounts established in a Supplemental Indenture pursuant to Section 508 hereof.

"Additional Project" means the planning, design, acquisition, construction and equipping of any project for the Airport, other than the Project, as may be permitted to

be funded from proceeds of Bonds in accordance with the International Terminal Use Agreements, and as may be more particularly described in a Supplemental Indenture.

"Administrative Expense Fund" means the Administrative Expense Fund created by Section 501 hereof.

"Administrative Expense Requirement" means the aggregate amount during any month required to pay all Administrative Expenses due and payable, or anticipated to be payable, during the immediately subsequent month.

"Administrative Expenses" means all fees and charges relating to the administration of this Indenture, the Supplemental Indentures and the International Terminal Use Agreements, including without limitation, fees and expenses of the Trustee, any Remarketing Agent, any Tender Agent, any Paying Agent, any Credit Provider, Rating Agencies, accountants and auditors, and Counsel.

"Airport" means the Airport, as defined in the Airport Use Agreements.

"Airport Use Agreements" means, collectively, the Amended and Restated Airport Use Agreement and Terminal Facilities Leases dated as of January 1, 1985, each between the City and the airline named therein, as amended and supplemented.

"Air Transportation Business" means the carriage by aircraft of persons or property as a common carrier for compensation or hire, or the carriage of mail, by aircraft, in commerce, as defined in the Federal Aviation Act of 1958, as amended.

"Annual Debt Service" means, with respect to a particular Bond Year, an amount of money equal to the sum of (i) all interest payable during such Bond Year and (ii) all Principal Installments payable during such Bond Year, with respect to all Bonds Outstanding at any time during such Bond Year.

"Authorized City Representative" means the Comptroller of the City or such other person or persons, who, at the time, shall have been designated to act on behalf of the City by a written certificate furnished to the Trustee containing the specimen signature of such person and signed on behalf of the City by its Executive Officer. Such certificate may designate an alternate or alternates.

"Authorized Denominations" means \$5,000 or any integral multiple thereof or such other amounts as may be specified in a Supplemental Indenture.

"Bond" or "Bonds" means Bonds which are authorized, authenticated and delivered under and pursuant to Article II of this Indenture and a Supplemental Indenture.

"Bond Counsel" means an attorney-at-law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America, selected by the City.

"Bond Fund" means the Bond Fund created by Section 501 hereof.

"Bond Purchase Agreement" means the contract of purchase with respect to a Series of Bonds, between the City and the purchasers thereof pertaining to the sale of such Series of Bonds.

"Bond Registrar" means the Trustee, as the keeper of the bond registration books pursuant to Section 307 hereof.

"Bond Year" means a 12-month period commencing on January 2 of each calendar year and ending on January 1 of the next succeeding calendar year.

"Bondholder" or "holder of Bonds" or "owner of Bonds" means the Registered Owner of any Bond.

"Book Entry Depository" means an institution designated by the City in a Supplemental Indenture to act as depository in connection with a book entry system established for the applicable Series of Bonds in that Supplemental Indenture as provided in Section 913 of this Indenture.

"Business Day" means any day other than (i) Saturday or Sunday; (ii) a day on which commercial banks located in New York, New York, or the city in which the principal corporate trust office of the Trustee is located are required or authorized by law or executive order to close or remain closed; or (iii) a day on which the New York Stock Exchange is closed; or as otherwise defined in a Supplemental Indenture.

"Capitalized Interest" means any amount, other than accrued interest, included in the proceeds of any Series for the payment of interest on Bonds.

"City" means the City of Chicago, Illinois.

"City Clerk" means the City Clerk of the City.

"City Council" means the City Council of the City.

"Code" means the Internal Revenue Code of 1986, as amended.

"Completion Date" means, with respect to the Project, the date of completion of the Project as that date shall be certified in accordance with Section 405 of this Indenture, and, with respect to any Additional Project, the date of completion of such Additional Project as that date shall be certified in accordance with Section 405 of this Indenture.

"Construction Fund" means the Construction Fund created by Section 401 hereof.

"Consulting Engineer" means a registered or licensed engineer or engineers, or firm or firms of engineers, with expertise in the field of designing, preparing plans and specifications for, supervising the construction, improvement and expansion of, and supervising the maintenance of, airports and aviation facilities, entitled to practice and practicing as such under the laws of the State of Illinois, who, in the case of any

individual, shall not be a director, officer or employee of either the City or any International Terminal Airline Party.

"Costs of Issuance" means any item of expense payable or reimbursable, directly or indirectly, by the City and related to the authorization, offering, sale, issuance and delivery of Bonds of any Series, including without limitation, printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any Fiduciary, legal fees and disbursements, fees and disbursements of the Independent Airline Consultant, the Independent Accountant and Consulting Engineer, fees and disbursements of other consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of Bonds, application fees, premiums and charges on the Credit Facility and costs and expenses relating to the refunding of the Series 1989A Bonds.

"Counsel" means an attorney-at-law or a firm of attorneys-at-law (who may be an employee of or counsel to the City or the Trustee) duly admitted to the practice of law before the highest court of any state of the United States of America.

"Credit Facility" means, with respect to a Series of Bonds, the irrevocable letter of credit, line of credit, bond insurance or other form of credit enhancement and/or liquidity support, if any, including any alternate or replacement Credit Facility, for such Series of Bonds, specified in the Supplemental Indenture providing for the issuance of such Series of Bonds and delivered in accordance with the provisions of such Supplemental Indenture.

"Credit Provider" means, with respect to a Series of Bonds, the provider of a Credit Facility, if any, for such Series of Bonds specified in the Supplemental Indenture providing for the issuance of such Series of Bonds.

"Debt Service Reserve Fund" means the Debt Service Reserve Fund created by Section 501 hereof.

"Event of Default" or "event of default" means an occurrence of an event as specified in and defined by Section 801 hereof.

"Executive Officer" means the Mayor of the City, the Comptroller of the City, or such other person as the Mayor or Comptroller shall designate in writing to perform any function or duty required by any provisions of this Indenture, a Supplemental Indenture or an International Terminal Use Agreement to be performed by the Executive Officer.

"Fiduciary" means the Trustee, any Paying Agent or any Tender Agent or any or all of them, as may be appropriate.

"Fixed Rate" means one or more nonfloating, nonvariable interest rates which apply to a Series of Bonds as specified in accordance with Section 206(d)(iv) hereof and any applicable Supplemental Indenture.

"Funds" means the funds created and established pursuant to Article IV and Article V hereof.

"General Airport Revenue Bond Ordinance" means the 1983 Chicago-O'Hare International Airport General Airport Revenue Bond Ordinance, as adopted by the City Council and as amended or supplemented from time to time in accordance with its terms.

"Governmental Obligations" means (a) any bonds or other obligations of the United States of America that as to principal and interest constitute direct obligations of the United States of America or the full and timely payment of which are unconditionally guaranteed by the United States of America, which are noncallable and that at the time of investment are legal investments under the laws of the State of Illinois for the moneys proposed to be invested therein or (b) securities or receipts evidencing ownership interests in obligations or specified portions (such as principal or interest) of obligations described in clause (a) of this definition.

"Indenture" means this Master Trust Indenture, as supplemented or amended pursuant to the terms hereof.

"Independent Accountant" means a certified public accountant selected by the City and licensed to practice in the State of Illinois, and who (a) in the case of an individual, shall not be a director, officer or employee of either the City or any International Terminal Airline Party and (b) may be the accountant that regularly audits the books of the City or the Airport.

"Independent Airport Consultant" means a consultant, other than the Consulting Engineer, selected by the City; with expertise in the administration, financing, planning, maintenance and operations of airports and facilities thereof, and who, in the case of an individual, shall not be a director, officer or employee of either the City or any International Terminal Airline Party.

"International Terminal Airline Party" means, at any time, any person actively engaged in the Air Transportation Business at the Airport who then has an International Terminal Use Agreement in effect with the City, either directly or through a valid assignment.

"International Terminal Use Agreements" means, collectively, the International Terminal Use Agreement and Facilities Leases dated as of January 1, 1990, each between the City and the International Terminal Airline Party named therein, as amended and supplemented.

"Investment Securities" means any of the following obligations or securities:

a. Bonds, notes and short-term obligations of the United States of America, its agencies and instrumentalities.

b. Bonds, notes and short-term obligations of states of the United States of America, their agencies and their subdivisions.

c. Bonds, notes and short-term obligations of U. S. municipalities of the states of the United States of America, their agencies and their subdivisions.

d. Bonds, notes and short-term obligations of corporations that are rated "A", or equivalent rating designation, or better by a Rating Agency.

e. Mortgage pass-through-certificates rated "A", or equivalent rating designation, or better by a Rating Agency.

f. Asset backed securities rated "A", or equivalent rating designation, or better by a Rating Agency.

g. Commercial paper, loan participations or other promissory notes which have a rating of "A-1" or "P-1", or equivalent rating designation, or better by a Rating Agency.

h. Domestic and Eurodollar certificates of deposit, time deposits, bankers acceptances, commercial paper, bearer deposit notes, loan participations and other promissory notes issued by United States bank holding companies and their bank subsidiaries including the Trustee whose most recently published financial statements reflect net assets of \$1 Billion or more, and their overseas branches, agencies and subsidiaries, possessing a credit quality rating of "C" or better as assigned by Keefe Bankwatch or a similar high quality rating assigned by a Rating Agency.

i. Yankee and Eurodollar certificates of deposit, time deposits, bankers acceptances, commercial paper, loan participations and other promissory notes issued by foreign banks whose most recently published financial statements reflect net assets of \$1 Billion or more, and their overseas branches, agencies and subsidiaries. Foreign bank issuers must possess a credit quality rating of "C" or better as assigned by Keefe Bankwatch or a similar high quality rating assigned by a Rating Agency.

j. Repurchase agreements with financial institutions secured by any combination of items (a) through (i) or subset thereof, provided that the collateral equals at least 103% of the market value of the loaned securities.

k. Auction rate, money market preferred stock or the equivalent dutch- auction preferred stock, rated "A", or equivalent rating designation, or better by a Rating Agency.

l. Nationally recognized institutional mutual funds whose investment guidelines in principle adhere to items (a) through (j) or subset thereof.

"Outstanding" or "outstanding" or "Bonds Outstanding," when used in connection with the Bonds, means, as of the time in question, all Bonds authenticated and delivered under this Indenture and a Supplemental Indenture, except:

- (a) Bonds cancelled by the Trustee or delivered to the Trustee for cancellation;
- (b) Bonds which are deemed to have been paid in accordance with Article XI hereof; and
- (c) Bonds in substitution for which other Bonds have been authenticated and delivered pursuant to Article III hereof.

"Paying Agent" means any bank or trust company designated as a paying agent for a Series and its successor or successors hereafter appointed in the manner herein provided.

"Payment Date" or "payment date" means, as to a payment of principal on any Series of Bonds, any January 1 on which date a Principal Installment on such Series of Bonds is payable in accordance with the terms of such Series of Bonds and the terms of this Indenture and the Supplemental Indenture authorizing such Series of Bonds; as to payment of interest on any Series of Bonds, any date on which interest on such Series of Bonds is payable as set forth in a Supplemental Indenture authorizing such Series of Bonds; and, as to the payment of the principal of, premium, if any, and interest on any Series of Bonds upon the redemption of such Series of Bonds, any date for redemption specified in the Supplemental Indenture authorizing such Series of Bonds.

"Principal Installment" means, as of any particular date of computation, with respect to a particular date of payment and with respect to Bonds of a particular Series, an amount of money equal to the aggregate of (a) the principal amount of Outstanding Bonds of such Series which mature on such date of payment, reduced by the aggregate principal amount of such Outstanding Bonds which would be retired by reason of the payment when due and application in accordance with this Indenture and any Supplemental Indenture of any Sinking Fund Payments payable before such date of payment for the retirement of such Outstanding Bonds, plus (b) the amount of any Sinking Fund Payments payable on such date of payment for the retirement of any Outstanding Bonds of such Series which mature on any later date. Such date of payment shall, for all purposes hereof, be deemed to be the date when such Principal Installment is payable and the date of such Principal Installment.

"Pro Forma Annual Debt Service" means, with respect to a particular Bond Year, an amount of money equal to the sum of (a) all interest payable during such Bond Year on all Bonds Outstanding on the date of computation, which shall be calculated (i) with respect to any Series of Bonds which bear interest at a Fixed Rate at an assumed interest rate equal to the interest rate in effect, or expected to be in effect, on the date of original issuance of such Series and (ii) with respect to any Series of Bonds which bear interest at a Variable Rate, at the greater of (A) the interest rate in effect, or expected to be in effect, on the date of original issuance of such Series and (B) the average rate of interest of such Series of Bonds bearing interest at a Variable Rate during the immediately prior Bond Year, or, if such rate is not available, the average rate of interest on comparable variable rate securities during the immediately prior Bond Year, and (b) all Principal Installments payable during such Bond Year with respect to all Bonds Outstanding on such date of computation, all calculated on the assumption that Bonds will cease to be

Outstanding by reason, but only by reason, of the payment when due and application in accordance with this Indenture and any Supplemental Indenture of Principal Installments payable after such date of computation.

"Project" means the planning, design, acquisition, construction and equipping of a new permanent international terminal for the Airport, and all related facilities and capital expenditures, including without limitation, a terminal building, fixtures and equipment, buses, aircraft aprons, automobile roadways, automobile parking, an automated guideway transit system, a glycol system and a fueling system, all as may be permitted by applicable law.

"Rating Agency" means any of Moody's Investors Service, Standard & Poor's Corporation, Fitch Investors Service or any other nationally recognized rating agency and their successors and assigns.

"Rebate Fund" means the Rebate Fund created by Section 501 hereof.

"Record Date" means, with respect to a particular Series of Bonds which bear interest at the Fixed Rate, fifteen days (whether or not a Business Day) preceding a Payment Date and, with respect to a particular Series of Bonds which bear interest at the Variable Rate, the day or days (whether or not a Business Day or Business Days) so specified in a Supplemental Indenture.

"Recording Officer" means the City Clerk or Deputy City Clerk of the City.

"Redemption Price" means with respect to any Bond, the principal amount thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to the provisions of such Bond and the Supplemental Indenture under which such Bond was issued.

"Refunding Bonds" means Bonds of any Series, authenticated and delivered for the purpose of the refunding of Bonds of any Series or Subordinated Bonds and all Refunding Bonds thereafter authenticated and delivered in lieu of or in substitution for such Refunding Bonds pursuant to this Indenture and a Supplemental Indenture.

"Registered Owner" or "Owner" means the person or persons in whose name or names a Bond shall be registered on the books of the City maintained by the Bond Registrar for that purpose in accordance with the terms of this Indenture.

"Reimbursement Agreement" means, with respect to a Series of Bonds, any agreement or agreements in each case between a Credit Provider or Credit Providers and the City under or pursuant to which a Credit Facility for such Series of Bonds is provided, and any agreement that replaces such original agreement that sets forth the obligations of the City to such Credit Provider or Credit Providers and the obligations of such Credit Provider or Credit Providers to the City.

"Remarketing Agent" means, with respect to a Series of Bonds, the remarketing agent or agents at the time serving as such under any Remarketing Agreement and

designated in a Supplemental Indenture as such Remarketing Agent with respect to such Series of Bonds for purposes of the Indenture.

"Remarketing Agreement" means, with respect to a Series of Bonds, the Remarketing Agreement, if any, between the City and the Remarketing Agent as from time to time amended and supplemented, or if such Remarketing Agreement shall be terminated, then such other agreement which may from time to time be entered into with any Remarketing Agent with respect to the remarketing of such Series of Bonds.

"Series" means all of the Bonds authenticated and delivered on original issuance pursuant to a Supplemental Indenture and designated as a Series therein.

"Series Capitalized Interest Accounts" means the Series Capitalized Interest Accounts in the Construction Fund which may be created pursuant to Section 402 hereof.

"Series Construction Accounts" means the Series Construction Accounts in the Construction Fund created pursuant to Section 402 hereof.

"Series Costs of Issuance Accounts" means the Series Costs of Issuance Accounts in the Construction Fund created pursuant to Section 402 hereof.

"Series Credit Facility Account" means the Series Credit Facility Account in the Bond Fund which may be created pursuant to Section 504 hereof.

"Series Debt Service Reserve Accounts" means the Series Debt Service Reserve Accounts in the Debt Service Reserve Fund which may be created pursuant to Section 504 hereof.

"Series Debt Service Reserve Fund Requirement" means, (i) with respect to a Series of Bonds issued to finance the Project, an amount equal to the lesser of (A) maximum amount of Pro Forma Annual Debt Service for the then current or any future Bond Year on such Bonds of such Series then Outstanding, and (B) the maximum amount permitted under the Code; and (ii) with respect to an Additional Project, such other amount, if any, required pursuant to the applicable Supplemental Indenture to be deposited and maintained in the Series Debt Service Reserve Account established hereunder; in either case, such amount to be determined by reference to the costs of the investments held therein, unless any applicable Supplemental Indenture shall otherwise specify.

"Series 1989A Bonds" means the outstanding \$10,000,000 City of Chicago, Chicago-O'Hare International Airport, International Terminal Special Revenue Bonds, Series 1989A, maturing January 1, 1998.

"Series Interest Account" means the Series Interest Account in the Bond Fund created pursuant to Section 504 hereof.

"Series Principal Account" means the Series Principal Account in the Bond Fund created pursuant to Section 504 hereof.

"Series Redemption Accounts" means the Series Redemption Accounts in the Bond Fund created pursuant to Section 504 hereof.

"Series Subordinated Bond Accounts" means the Series Subordinated Bond Accounts in the Subordinated Bond Fund created pursuant to Section 504 hereof.

"Sinking Fund Payment" means, as of any particular date of determination and with respect to Outstanding Bonds of any Series, the amount of principal of Bonds required by a Supplemental Indenture to be paid by the City for the redemption of Bonds of such Series on a certain scheduled single future date, but does not include any amount payable by the City by reason of the maturity of a Bond.

"Special Revenue Bond Fees and Charges" means the Special Revenue Bond Fees and Charges, as defined in the International Terminal Use Agreements.

"Special Revenue Fund" means the Special Revenue Fund created by Section 501 hereof.

"Special Revenues" means, for any year, (a) those rentals fees and charges payable during such year by the International Terminal Airline Parties pursuant to the International Terminal Use Agreements for the purpose of providing funds for the payment of (i) the principal of, premium, if any, and interest on the Bonds as the same become due, (ii) all sinking and other reserve fund payments required by this Indenture and any Supplemental Indenture authorizing the issuance of the Bonds as the same shall become due, (iii) all amounts required pursuant to the debt service coverage requirements set forth in Section 705 hereof and any Supplemental Indenture authorizing the issuance of the Bonds as the same become due, (iv) all amounts required to be deposited in the Subordinated Bond Fund, and (v) all Administrative Expenses as the same become due; plus (b) investment earnings on the Administrative Expense Fund to the extent required to be transferred to the Special Revenue Fund pursuant to this Indenture; and plus (c) other amounts, if any, deposited by the City in such year in the Special Revenue Fund.

"State" means the State of Illinois.

"Subordinated Bond" or "Subordinated Bonds" means any bonds, notes or evidences of indebtedness other than Bonds, issued by the City as permitted by Section 706 hereof.

"Subordinated Bond Fund" means the Subordinated Bond Fund created by Section 501 hereof.

"Subordinated Bond Indenture" means a trust indenture under which Subordinated Bonds are issued.

"Supplemental Indenture" means any Supplemental Indenture of the City authorized pursuant to Article X hereof.

"Tax Agreement" means, with respect to each Series of Bonds, any Tax Exemption Certificate and Agreement by and between the City and the Trustee with respect to such

Series of Bonds, or any similar agreement or certificate setting forth various tax or arbitrage related representations and/or covenants.

"Trust Estate" means the property conveyed to the Trustee by the City pursuant to the Granting Clauses hereof.

"Trustee" means Continental Bank, National Association, any successor trustee serving as such pursuant to Section 907 or Section 908 hereof, and any separate or co-trustee serving as such hereunder.

"Variable Rate" means an interest rate on a Series of Bonds which rate is subject to change from time to time as specified in Section 206(d)(iv) hereof and the applicable Supplemental Indenture.

Article II.

Authorization, Obligation And Issuance Of Bonds.

Section 201. Authorization For This Indenture.

This Indenture is adopted by virtue of and pursuant to the home rule powers of the City. The City has ascertained and hereby determines and declares that the adoption of this Indenture is necessary to meet the commercial and general aviation needs of the citizens of the City, that each and every act, matter, thing or course of conduct as to which provision is made herein is necessary or convenient in order to carry out and effectuate such purposes of the City and to carry out its powers and is in furtherance of the public benefit, safety and welfare of the City and that each and every covenant or agreement contained and made herein is necessary, useful or convenient in order to better secure the Bonds issued hereunder and under a Supplemental Indenture and are contracts or agreements necessary, useful and convenient to carry out and effectuate the corporate purposes of the City.

Section 202. This Indenture To Constitute Contract.

In consideration of the purchase and acceptance of Bonds issued hereunder and under any Supplemental Indenture by those who shall hold the Bonds from time to time, the provisions of this Indenture and such Supplemental Indenture shall be a part of the contract of the City with the holders of such Bonds and shall be deemed to be and shall constitute a contract between the City, the Trustee and the holders from time to time of such Bonds.

Section 203. Authorization Of Bonds.

In order to provide sufficient funds for the financing or refinancing of the Project and any Additional Projects, Bonds are hereby authorized to be issued from time to time in one or more Series as hereinafter provided, without limitation as to amount, except as provided herein or as may be limited by law, for the purpose of (a) the payment, or the reimbursement for the payment of, the costs of the Project and the costs of any Additional Project, as provided in Section 403 hereof; (b) the refunding of any Bonds, any Subordinated Bonds or any other bonds or obligations previously or hereafter issued to finance or refinance the costs of the Project and any Additional Projects, including without limitation, the Series 1989A Bonds; or (c) the funding of any Fund or Account created by this Indenture or any Supplemental Indenture as specified in the Supplemental Indenture under which such Bonds are issued, including, in each case, payment of Costs of Issuance.

Section 204: Source Of Payment; Pledge Of Revenues.

The Bonds shall be legal, valid and binding limited obligations of the City payable solely from the Special Revenues and certain other moneys and securities held by the Trustee under the provisions of this Indenture and any Supplemental Indenture. The Bonds and all payments required of the City hereunder and under any Supplemental Indenture are not general obligations of the City, but are limited obligations and do not constitute an indebtedness or a loan of the credit of the City within the meaning of any constitutional or statutory limitation, and neither the full faith and credit, nor the taxing power of the City, the State or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds.

A pledge of the Special Revenues and of all moneys and securities held or set aside or to be held or set aside by any Fiduciary under this Indenture and any Supplemental Indenture is hereby made, and the same are hereby pledged, to secure the payment of the principal of, premium, if any, and interest on the Bonds, subject only to the provisions of this Indenture requiring or permitting the payment, setting a part or appropriation thereof for

or to the purposes and on the terms, conditions, priorities and order set forth in or provided under this Indenture. This pledge shall be valid and binding from and after the date of issuance of any Series of Bonds hereunder; the Special Revenues so pledged and then or thereafter received by the City shall immediately be subject to the lien of such pledge without any physical delivery or further act; and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City, regardless of whether such parties have notice thereof.

The Bonds are not in any respect a general obligation of the City, nor are they payable in any manner from revenues raised by taxation. Neither the Project nor any Additional Projects are security for the Bonds, and the Bonds are not secured by any other properties or improvements at the Airport or the Revenues (as defined in the General Airport

Revenue Bond Ordinance) or any other revenues (other than Special Revenues) derived by the City from the operation of the Airport generally.

Section 205. Issuance And Delivery Of Bonds.

After authorization by a Supplemental Indenture, Bonds of a Series may be executed by or on behalf of the City and delivered to the Trustee for authentication and, upon compliance by the City with the requirements, if any, set forth in such Supplemental Indenture and with the requirements of Section 206 or, in the case of Refunding Bonds, Section 207, or, in the case of additional Bonds, Section 208, the Trustee shall thereupon authenticate and deliver such Bonds of such Series to or upon the order of the City.

Section 206. Conditions Precedent To Delivery Of Any Series.

Bonds of any Series shall be executed by the City and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the City or upon its order, but only following the receipt by the Trustee of:

(a) A copy of this Indenture certified by the City Clerk.

(b) An opinion of Counsel to the City to the effect that (i) the City has the right and power to adopt this Indenture and the Supplemental Indenture authorizing such Series; (ii) this Indenture and such Supplemental Indenture have been duly and lawfully adopted by the City Council, are in full force and effect and are valid and binding upon the City and enforceable against the City in accordance with their respective terms; and (iii) the execution, delivery and performance by the City of this Indenture and such Supplemental Indenture are not in contravention of the provisions of any ordinance, statute, regulation, indenture, agreement, mortgage, deed of trust or other instruments by which or to which the City is bound.

(c) A written order as to the delivery of such Series, signed by an Executive Officer and stating (i) the identity of the purchasers, aggregate purchase price and date and place of delivery of such Series and (ii) that no Event of Default has occurred and is continuing under this Indenture.

(d) A copy of the Supplemental Indenture authorizing such Series, certified by the City Clerk, which shall specify:

(i) The authorized principal amount and Series designation of such Bonds;

(ii) The purpose or purposes for which such Series is being issued;

(iii) The dated date or dates, and the maturity date or dates, of the Bonds of such Series, or the manner of determining such dates;

(iv) The interest rate or rates to be borne by the Bonds of such Series or the manner of determining such rate or rates, whether the Bonds of such Series shall bear interest at a Fixed Rate or a Variable Rate, and the Payment Dates for such Series;

(v) The manner of dating, numbering and lettering the Bonds of such Series;

(vi) The Paying Agent or Paying Agents, if any, and the place or places of payment of the principal of, premium, if any, and interest on, the Bonds of such Series or the manner of appointing and designating the same;

(vii) The premium, if any, of, and, subject to the provisions of Article VI hereof, the redemption terms for, the Bonds of such Series, or the manner of determining such terms;

(viii) the amount and due date of each Sinking Fund Payment, if any, with respect to Bonds of like maturity of such Series, or the manner of determining such amounts and dates;

(ix) Provisions for the sale of the Bonds of such Series;

(x) The forms of the Bonds of such Series and of the Trustee's certificate of authentication;

(xi) Any limit on the aggregate principal amount of such Series which may be authenticated and delivered under such Supplemental Indenture (except for Bonds authenticated and delivered upon registration and transfer of, or in exchange for, in lieu of, other Bonds of such Series pursuant to Article III);

(xii) Any Book Entry Depository;

(xiii) The nature of any Credit Facility and the Credit Provider or Credit Providers, if any;

(xiv) The Tender Agent, if any;

(xv) The Remarketing Agent, if any;

(xvi) Any additional covenants of the City required by the Code or other applicable law; and

(xvii) Any other provisions deemed advisable by the City as shall not conflict with the provisions hereof.

(e) Executed copies of the International Terminal Use Agreements, at least one of which shall be for a term at least as long as the period during which such Bonds are

outstanding and unpaid, which agreements shall obligate the International Terminal Airline Parties named therein to make payments to the City during the applicable terms thereof in an aggregate amount at least equal to the sum of (a) the principal of, premium, if any, and interest on such Bonds as the same become due, (b) all sinking and other reserve fund payments that may be required by this Indenture and any Supplemental Indenture authorizing such Bonds as the same shall become due, (c) all amounts required pursuant to the debt service coverage requirements set forth in Section 705 hereof and such Supplemental Indenture, (d) all amounts that may be required to be deposited in the Subordinated Bond Fund, and (e) all Administrative Expenses.

(f) A certificate to the City executed by the Independent Airport Consultant certifying the matters required to be certified by the Independent Airport Consultant under Section 903 of the General Airport Revenue Bond Ordinance.

(g) A certificate of an Executive Officer stating:

(i) The amount, if any, of the proceeds of such Series to be paid to the Trustee for deposit in the Series Debt Service Reserve Account, so that the amount held therein shall be equal to the Series Debt Service Reserve Fund Requirement after giving effect to the issuance of such Series;

(ii) The amount, if any, of the proceeds of such Series to be paid to the Trustee for deposit in a Series Capitalized Series Interest Account;

(iii) The amount of the proceeds of such Series to be paid to the Trustee for deposit in the Series Construction Account;

(iv) The amount of the proceeds of such Series to be paid to the Trustee for deposit in the Series Costs of Issuance Account; and

(v) The purpose or purposes for which the balance, if any, of the proceeds of such Series is to be used.

(h) A copy, duly certified by the Recording Officer, of the ordinance of the City authorizing the City to execute a Supplemental Indenture authorizing such Series.

(i) An executed copy of the Bond Purchase Agreement.

(j) An executed copy of the Tax Agreement, if any.

(k) If applicable, an executed copy of:

(i) the Credit Facility;

(ii) the Remarketing Agreement; and/or

(iii) the Reimbursement Agreement:

(1) Such other documents and moneys as are required by the provisions of Article X hereof or the Supplemental Indenture authorizing the issuance of such Series of Bonds.

Section 207. Conditions Precedent To Delivery Of Any Series Of Refunding Bonds.

All Refunding Bonds of any Series shall be executed by the City and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the City or upon its order, but only following the receipt by the Trustee of:

(a) The documents listed in Section 206 hereof.

(b) If a redemption of Bonds is to be effected, irrevocable instructions from the City to the Trustee to give due notice of redemption of all the Bonds to be refunded and the redemption date or dates, if any, upon which such Bonds are to be redeemed.

(c) A certificate of an Independent Accountant stating the amount of either (i) moneys (which may include all or a portion of the proceeds of the Refunding Bonds to be issued) sufficient to pay the Bonds to be refunded at the applicable Redemption Price of the Bonds to be refunded together with accrued interest, if any, on such Bonds to the redemption date or dates, or (ii) Governmental Obligations the principal of, and interest on, which when due (without reinvestment thereof), together with the moneys (which may include all or a portion of the proceeds of the Refunding Bonds to be issued), if any, which must be contemporaneously deposited with the Trustee, sufficient to pay when due the applicable Redemption Price of the Bonds to be refunded, together with accrued interest, if any, on such Bonds to the redemption date or dates or the dates of maturity thereof.

(d) A certificate of either: (i) an Authorized City Representative stating that, after giving effect to the issuance of such Series of Refunding Bonds, the Pro Forma Annual Debt Service in each Bond Year on all Bonds Outstanding would not exceed the Pro Forma Debt Service in each Bond Year on all Bonds Outstanding before the issuance of such Refunding Bonds, or (ii) the Independent Airport Consultant, certifying that, in each Bond Year and calendar year, as the case may be, during the later of (A) the three-year period commencing after the calendar year in which the anticipated Completion Date for the Project or Additional Project financed with the proceeds of such Series of Bonds or Subordinated Bonds, as the case may be, occurs and (B) the five-year period commencing after the calendar year in which the date of issuance of such Series of Bonds occurs, the Special Revenues to be derived by the City under and pursuant to the International Terminal Use Agreements, together with any cash balance held in the Special Revenue Fund on the first day of such calendar year not then required to be deposited in any Fund, or Account or sub-account thereof (other than the Special Revenue Fund), and investment earnings for such Bond Year or calendar year on

moneys held in the Bond Fund and the Debt Service Reserve Fund to the extent that such earnings are not required to be transferred to the Construction Fund, shall equal an amount not less than the greater of (1) the aggregate amounts that will be required pursuant to Section 503 hereof to be deposited during such calendar year in the Bond Fund, Debt Service Reserve Fund, the Administrative Expense Fund and the Subordinated Bond Fund and (2) at least 125% of the Pro Forma Annual Debt Service with respect to the Bond Year commencing during such calendar year reduced by an amount equal to the aggregate amount held in any Series Capitalized Interest Account for disbursement during such Bond Year to pay interest on such Series of Bonds.

(e) Such further documents and moneys as are required by the provisions of Article X hereof or the Supplemental Indenture authorizing the issuance of such Bonds.

Section 208. Other Conditions Precedent To Delivery Of Certain Series Of Bonds.

In addition to the documents required to be delivered pursuant to Section 206 hereof, Bonds of any Series other than those described in Section 207 hereof shall be issued only following the receipt by the Trustee and the City of a certificate, executed by the Independent Airport Consultant, certifying that, in each Bond Year and calendar year, as the case may be, during the later of (i) the three-year period commencing after the calendar year in which the anticipated Completion Date for the Project or Additional Project to be financed or refinanced with the proceeds of such Series occurs and (ii) the five-year period commencing after the calendar year in which the date of issuance of such Series of Bonds occurs, the Special Revenues to be derived by the City under and pursuant to the International Terminal Use Agreements, together with any cash balance held in the Special Revenue Fund on the first day of such Bond Year or calendar year not then required to be deposited in any Fund, or Account or sub-account thereof, (other than the Special Revenue Fund) and investment earnings for such Bond Year or calendar year on moneys held in the Bond Fund and the Debt Service Reserve Fund to the extent that such earnings are not required hereby to be transferred to the Construction Fund, shall equal an amount not less than the greater of (a) the aggregate amounts that will be required pursuant to Section 503 hereof to be deposited during such calendar year in the Bond Fund, Debt Service Reserve Fund, the Administrative Expense Fund and the Subordinated Bond Fund and (b) at least 125% of the Pro Forma Annual Debt Service with respect to the Bond Year commencing during such calendar year reduced by an amount equal to the aggregate amount held in any Series Capitalized Interest Account for disbursement during such Bond Year to pay interest on such Series of Bonds. The requirements of the preceding sentence shall not apply to any Series of Bonds which is issued to pay costs of the Project or any Additional Project which together with all other costs of the Project or any Additional Project financed or refinanced with the proceeds of an Outstanding Series of Bonds shall not exceed 115% of the costs of the Project or such Additional Project (excluding capitalized interest, Costs of Issuance, and any amounts to be deposited in any Series Debt Service Reserve Fund) as assumed by the Independent Airport Consultant for the purposes of delivering the certification required by this Section 208 with respect to the initial Series of Bonds issued hereunder or the initial Series of Bonds issued to finance such Additional Project, as the case may be.

Section 209. Application Of Proceeds Of Bonds.

The proceeds, including accrued interest, if any, of any Series shall be deposited with the Trustee and shall be applied by the Trustee in accordance with the Certificate of an Executive Officer delivered to the Trustee pursuant to Section 206(g).

Article III.

General Terms And Provisions Of The Bonds.

Section 301. Designation; Denominations; Date; Maturity.

The Bonds shall be designated "Chicago-O'Hare International Airport, International Terminal Special Revenue Bonds", or such other title that may be specified in, and shall bear such additional letter, number or Series designation as shall be specified in, the Supplemental Indenture authorizing such Bonds. The Bonds shall be issuable only as fully registered bonds without coupons in Authorized Denominations.

The Bonds shall be dated as of the Payment Date next preceding their date of authentication and delivery thereof or, if authenticated prior to the first Payment Date as of the date of the Bonds as specified in the supplemental Indenture, (a) if such date of authentication and delivery shall be a Payment Date, such Bond shall be dated as of such Payment Date, or (b) if interest due on such Bond shall not have been paid in full, then notwithstanding any of the foregoing provisions of this Section, such Bond shall be dated as of the date to which interest has been paid in full on such Bond. Each Bond shall bear interest from its date.

Section 302. Payment Dates.

Principal on Bonds shall become payable on the Payment Dates and all interest on Bonds shall become due on the Payment Dates, in such years as shall be specified in the Supplemental Indenture authorizing each Series.

Section 303. Legends.

The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Indenture as may be determined by the City in a Supplemental Indenture.

Section 304. Payment Of Principal, Premium, If Any, And Interest.

The principal of, premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America at the place and in the manner provided in a Supplemental Indenture. Payment of principal shall be made to or upon the order of the Registered Owner only upon presentation and surrender of each Bond, as the same becomes due, at the principal corporate trust office of the Trustee.

All redemption payments and payments of principal, premium, if any, and interest on any Series on Bonds (whether by check or wire transfer) shall be accompanied by C.U.S.I.P. numbers with an appropriate dollar amount for each C.U.S.I.P. number. Registered owners of \$1 Million or more in principal amount of any Series of Bonds may request receipt of all payments by wire-transfer on the applicable Payment Date.

Section 305. Execution And Authentication.

The Bonds shall be executed on behalf of the City with the manual or facsimile signature of its Executive Officer and attested by the manual or facsimile signature of its Recording Officer, and the corporate seal of the City shall be impressed or imprinted on the Bonds by facsimile or otherwise. Any such facsimile signature shall have the same force and effect as if such Executive Officer or Recording Officer had manually signed each such Bond.

If an Officer of the City whose signature is on a Bond no longer holds that office at the time the Trustee authenticates the Bond, the Bond shall nevertheless be valid and sufficient for all purposes. Also, if a person signing a Bond is the proper officer on the actual date of execution, the Bond shall be valid even if that person is not the proper officer on the nominal date of execution.

No Bond shall be valid for any purpose under this Indenture or under any Supplemental Indenture, until the Trustee manually signs the certificate of authentication on the Bond. Such signature shall be conclusive evidence that the Bond has been authenticated under this Indenture and that the owner thereof is entitled to the benefits of the trust hereby created. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if manually signed by an authorized officer of the Trustee, but it shall not be necessary that the same person sign the certificate of authentication on all of the Bonds issued hereunder.

Section 306. Limited Obligation.

The Bonds, together with interest thereon, shall be limited obligations of the City giving rise to no pecuniary liability of the City, nor any charge against its general credit or taxing power, shall be payable solely from the Special Revenues and other moneys pledged therefore under this Indenture and any Supplemental Indenture, and shall be a valid claim

of the respective owners thereof only against the Special Revenue Fund, the Bond Fund, the Construction Fund, the Debt Service Reserve Fund, the Special Revenues and other moneys as may be pledged hereunder.

The Bonds are not in any respect a general obligation of the City, nor are they payable in any manner from revenues raised by taxation. Neither the Project nor any Additional Projects are security for the Bonds, and the Bonds are not secured by any other properties or improvements at the Airport or the Revenues (as defined in the General Airport Revenue Bond Ordinance) or any other revenues (other than Special Revenues) derived by the City from the operation of the Airport generally.

No recourse shall be had for the payment of the principal of, or premium, if any, or interest on any of the Bonds or for any claim based thereof or upon any obligation, covenant, or agreement in this Indenture contained, against any past, present or future officer, employee or agent, or member of the City Council, or any successor to the City, as such, either directly or through the City or any successor to the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officer, employee or agent, or member of the City Council, as such, is hereby expressly waived and released as a condition of and in consideration for the execution of this Indenture and the issuance of any of the Bonds.

Section 307. Registration, Transfer, Exchange Of Bonds; Persons Treated As Owners.

Bonds may be presented at the principal corporate trust office of the Trustee, as Bond Registrar, for registration, transfer and exchange. Bonds may be transferred only on the register maintained by the Trustee. Upon surrender for transfer of any Bond to the Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or the Registered Owner's attorney duly authorized in writing, the City shall cause to be executed and the Trustee shall authenticate a new Bond or Bonds in an equal total principal amount and registered in the name of the transferee or transferees.

Bonds may be exchanged for an equal total principal amount of Bonds of different Authorized Denominations. The Trustee shall authenticate and deliver Bonds that the Bondholder making the exchange is entitled to receive, bearing numbers not then outstanding. The execution in accordance with this section by the Executive Officer and the attestation by the Recording Officer of any Bond of any Authorized Denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such Bond.

The Trustee shall not be required to transfer or exchange any Bond during the period beginning 15 days before the mailing of any notice calling the Bond or any portion of the Bond for redemption and ending on the redemption date.

Exchanges and transfers shall be made without charge to the Bondholders. The Trustee shall, however, require the payment by a Bondholder requesting exchange or transfer of

any tax or other governmental charge required to be paid in respect of the exchange or transfer but will not impose any other charge.

Section 308. Persons Deemed Owners.

Except as provided in the applicable Supplemental Indenture, the Registered Owner of a Bond shall be the absolute owner of the Bond for all purposes, and payment of or on account of principal or interest on any such Bond shall be made only to or upon the written order of the Registered Owner or the Registered Owner's legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 309. Mutilated, Lost, Stolen Or Destroyed Bonds.

If any Bond is mutilated, lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of the same denomination, maturity and of like tenor if any mutilated Bond shall first be surrendered to the Trustee, and if, in the case of any lost, stolen or destroyed Bond, there shall first be furnished to the City and the Trustee evidence of such loss, theft or destruction, together with an indemnity satisfactory to them. If such Bond has matured, instead of issuing a replacement Bond, the Trustee may pay the Bond without requiring surrender of the Bond and make such requirements as the Trustee deems fit for its protection, including a lost instrument bond. The City and the Trustee may charge the owner of such Bond their reasonable fees and expenses in this connection.

The City shall cooperate with the Trustee in connection with the issue of replacement Bonds, but nothing in this section shall be construed in derogation of any rights that the City or the Trustee may have to receive indemnification against liability, or payment or reimbursement of expenses, in connection with the issuance of a replacement Bond.

Every substituted Bond issued pursuant to this section shall constitute an additional contractual obligation of the City (as provided in this Indenture and any Supplemental Indenture), whether or not the Bond alleged to have been mutilated, lost, stolen or destroyed shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Bonds duly issued hereunder.

Unless otherwise provided in a Supplemental Indenture, all Bonds shall be owned upon the express condition that the foregoing provisions are, to the extent permitted by law, exclusive with respect to the replacement or payment of mutilated, lost, stolen or destroyed Bonds, and shall preclude any and all other rights or remedies.

In executing a new Bond as provided for in this section, the City may rely conclusively on a representation of the Trustee that the Trustee is satisfied with the adequacy of the evidence presented concerning the mutilation, loss, theft or destruction of any Bond.

Section 310. Cancellation Of Bonds.

Whenever a Bond is delivered to the Trustee for cancellation (upon payment, redemption or otherwise), or for transfer, exchange or replacement pursuant to Section 307, the Trustee shall promptly cancel the Bond and following the lapse of the Trustee's customary holding period, and shall send the cancelled Bond to the City.

Section 311. Temporary Bonds.

Until definitive Bonds are ready for delivery, the City may execute and the Trustee shall authenticate and deliver temporary Bonds substantially in the form of the definitive Bonds, with appropriate omissions, insertions and variations as the officers of the City executing the same may determine. The City shall, without unreasonable delay, prepare and the Trustee shall authenticate definitive Bonds in exchange for the temporary Bonds. Such exchange shall be made by the Trustee without charge. Until so exchanged, temporary Bonds shall have the same rights, remedies and security hereunder and under the Supplemental Indenture as definitive Bonds.

Section 312. Form Of Bonds.

The Bonds issued under this Indenture and a Supplemental Indenture shall be substantially in the form attached to such Supplemental Indenture, with such appropriate variations, omissions and insertions as are permitted or required by such Supplemental Indenture.

Section 313. Delivery Of The Bonds.

Upon the execution and delivery of this Indenture and a Supplemental Indenture, the City shall execute and deliver to the Trustee and the Trustee shall authenticate the Bonds and deliver them to the purchasers thereof as directed by the City pursuant to such Supplemental Indenture.

Section 314. Variable Rate Bonds.

Notwithstanding the provisions generally applicable to Bonds, Bonds of a Series which bear interest at a Variable Rate may be issued with such interest Payment Dates; provisions for registration, transfer, execution and authentication; provision for credit enhancement; provisions for holding and application of funds for the purchase and sale or repurchase and resale thereof; means of payment; rights of subrogation; and other terms as

provided in the applicable Supplemental Indenture. The provisions specially applicable to such Series of Bonds shall not affect the status thereof as Bonds subject to the pledge of Section 204 hereof or grant any lien on the Special Revenues other than the lien of all Bonds.

Article IV.

Construction Fund.

Section 401. Creation Of Construction Fund And Deposit Into Construction Fund.

(a) The Construction Fund is hereby created by the City and ordered established with, and held and administered by, the Trustee. The designation of such Fund shall include the term "Chicago-O'Hare International Airport, International Terminal Special Revenue Bonds", which term shall precede the designation as set forth above. The designation of each Account in the Construction Fund shall include an appropriate Series designation. The Construction Fund and each such Account are, however, sometimes referred to herein without such designation.

(b) Moneys in the Construction Fund shall be held in trust by the Trustee and shall be subject to the pledge contained in Section 204 in favor of the holders of Bonds from time to time, and shall be applied as provided in this Article.

Section 402. Use Of Construction Funds.

The moneys on deposit in the Construction Fund and the Accounts therein created by Section 401 hereof shall be applied for the purposes and uses specified below:

(a) Series Costs of Issuance Accounts. Upon the issuance of a Series of Bonds, the Supplemental Indenture authorizing such Series of Bonds shall establish a Series Costs of Issuance Account within the Construction Fund applicable solely to such Series of Bonds, and the Trustee shall deposit proceeds from the issuance of such Bonds into such Account in the amount set forth in such Supplemental Indenture. Moneys held in a Series Costs of Issuance Account in the Construction Fund shall be disbursed to pay the Costs of Issuance related to the applicable Series of Bonds upon receipt by the Trustee of a requisition, substantially in the form of Exhibit A hereto, signed by an Authorized City Representative, identifying generally the nature and amount of such Costs of Issuance. Any balance remaining in any Series Costs of Issuance Account in the Construction Fund twelve months after the date of delivery of the related Series of Bonds shall be transferred to the credit of the Series Construction Account relating to such Series of Bonds, whereupon such Series Costs of Issuance Account shall be closed.

(b) Series Capitalized Interest Accounts. Upon the issuance of a Series of Bonds, the Supplemental Indenture authorizing such Series of Bonds may, but shall not be required to, establish a Series Capitalized Interest Account in the Construction Fund and shall provide for the payment into such Series Capitalized Interest Account of the amount of the proceeds derived from the sale of such Series of Bonds, if any, which has been designated by such Supplemental Indenture to be used for the purpose of paying interest, other than accrued interest, on such Series of Bonds or any other Series of Bonds prior to the Completion Date. Moneys in each Series Capitalized Series Interest Account shall be used, to the extent available, for the purpose of paying interest, other than accrued interest, on Bonds. At the time of each deposit into a Series Capitalized Interest Account, the City shall advise the Trustee in writing as to the Series of Bonds with respect to which such deposit is made and shall furnish the Trustee with a schedule of dates on which the moneys in such account are required to be transferred by the Trustee for deposit in the Series Interest Account in the Bond Fund.

(c) Series Construction Accounts. Upon the issuance of a Series of Bonds, the Supplemental Indenture authorizing such Series of Bonds shall establish a Series Construction Account within the Construction Fund applicable solely to such Series of Bonds, and the Trustee shall deposit proceeds from the issuance of such Bonds into such Account in the amount set forth in such Supplemental Indenture. Moneys held in a Series Construction Account in the Construction Fund shall be applied by the Trustee to pay the costs of the Project and/or any Additional Project as provided in this Article and in the applicable Supplemental Indenture.

Section 403. Costs Of The Project Or Cost Of Any Additional Project.

To the extent permitted by applicable law, for the purposes of this Indenture, the costs of the Project or any Additional Project shall include:

(a) Obligations incurred for labor and to contractors, builders, and materialmen in connection with the construction, installation and acquisition of the Project or such Additional Project, or any part thereof, and obligations incurred for the installation, acquisition, removal or relocation of machinery and equipment therefor;

(b) Payment to owners and others for real property including payments for options, easements or other contractual rights;

(c) All expenses incurred in the acquisition of real property, including all costs and expenses of whatever kind in connection with the exercise of the power of eminent domain, and including the cost of title search and reports, abstracts of title, title certificates and opinions, title guarantees, title insurance policies, appraisals, negotiations and surveys;

(d) The amount of any damages incident to or consequent upon the construction, installation and acquisition of the Project or such Additional Project;

(e) The cost of any indemnity, fidelity and surety bonds, the fees and expenses of the Fiduciaries during construction, installation and acquisition of the Project or such Additional Project, and premiums on insurance, if any, in connection with the Project or such Additional Project during construction, installation and acquisition, including builders' risk insurance;

(f) The cost of engineering and architectural services, including without limitation, borings and other preliminary investigations to determine foundation or other conditions, expenses necessary or incidental to the development of contract documents and supervising construction, as well as the performance of all other duties of engineers and architects set forth herein in relation to the construction, installation and acquisition of the Project or such Additional Project or the issuance of Bonds therefor;

(g) Any cost properly chargeable to the Project or such Additional Project prior to and during construction, installation and acquisition;

(h) The cost of restoring, repairing and placing in its original condition, as nearly as practicable, all public or private property damaged or destroyed in the construction of the Project or such Additional Project and the cost thereof, or the amount required to be paid by the City as adequate compensation for such damage or destruction, and all costs lawfully incurred or damages lawfully payable, with respect to the restoration, relocation, removal, reconstruction or duplication of property made necessary or caused by the construction and installation of the Project or such Additional Project and the cost thereof;

(i) Any obligation or expense incurred by the City for moneys advanced in connection with the construction, installation and acquisition of the Project or such Additional Project and the costs thereof, including, without limitation, refunding the Series 1989A Bonds; and

(j) All other items of cost and expense, including Administrative Expenses, not specified elsewhere in this section, incident to the construction, installation and acquisition of the Project or such Additional Project and the financing thereof.

Section 404. Disbursements From A Series Construction Account In The Construction Fund.

(a) All disbursements from a Series Construction Account in the Construction Fund shall be made in accordance with requisitions, in substantially the form of Exhibit B hereto, delivered to the Trustee and signed by the Authorized City Representative in respect to each payment, setting forth the following:

(i) The name of the person, firm or corporation to whom the payment is due;

(ii) The respective amount to be paid;

(iii) The purpose, by general classification, for which payment is to be made; and

(iv) That the obligations in stated amounts have been incurred by the City, and that each item thereof is a proper charge against such Series Construction Account in the Construction Fund and is due and has not been included in any prior requisition which has been paid and is in compliance, except to the extent that the applicable Supplemental Indenture provides otherwise, with the certificate as to expected use of proceeds delivered at closing of the applicable Series of Bonds, unless the City provides an opinion of Bond Counsel that payment of any item not in such certificate will not adversely affect the exclusion from gross income of the interest on such Series of Bonds for federal income tax purposes.

(b) Upon receipt of any such requisitions, the Trustee shall pay each such obligation from the applicable Series Construction Account in the Construction Fund, and the Trustee shall make disbursements in accordance with the directions of the Authorized City Representative.

Section 405. Completion Certificates.

Promptly after the applicable Completion Date for the Project or any Additional Project and the payment of all outstanding Project or Additional Project costs, the City shall deliver to the Trustee a certificate signed by an Authorized City Representative stating the date of such completion. Any balance then remaining in a Series Construction Account from Bonds issued to finance the Project or such Additional Project shall be transferred to the applicable Series Redemption Account in the Bond Fund established with respect to the Series of Bonds to which such remaining balance is attributable.

Section 406. Permitted Transfers.

(a) Subject to the provisions of any applicable Supplemental Indenture, moneys in any Account in the Construction Fund may be transferred or withdrawn as shall be specified by the City pursuant to paragraph (b) of this section for any one or more of the following purposes: to (i) transfer from any Series Construction Account to the related Series Debt Service Reserve Account required to make up any deficiency therein; (ii) transfer from any Series Construction Account to the Special Revenue Fund; (iii) transfer from any Series Construction Account to another Series Construction Account or to any Series Capitalized Interest Account; (iv) transfer from any Series Capitalized Interest Account to any Series Construction Account; or (v) transfer from any Series Construction Account to any Series Redemption Account to redeem Bonds in accordance with the provisions of this Indenture or a Supplemental Indenture other than a transfer permitted under Section 405 herein.

(b) Before any such transfer or withdrawal shall be made, the City shall file with the Trustee:

(i) its requisition therefor, stating the amount of the transfer or withdrawal and directing the Trustee as to the application of such amount;

(ii) a Counsel's opinion stating that, in the opinion of the signer, such transfer or withdrawal will not constitute a breach or default on the part of the City of any of the covenants or agreements contained in this Indenture or any Supplemental Indenture; and

(iii) an opinion of Bond Counsel to the effect that such transfer or withdrawal will not adversely affect the exclusion from gross income of the interest on the Bonds for federal income tax purposes.

Section 407. Investments.

Any moneys held as part of the Construction Fund shall be invested and reinvested by the Trustee in Investment Securities pursuant to instructions of an Authorized City Representative. All such instructions delivered by the Authorized City Representative to the Trustee shall be in accordance with all restrictions contained in any applicable Supplemental Indenture. Any such investments shall be deemed at all times a part of the specific Account in the Construction Fund for which such investments were made. Any interest accruing on or profit realized from the investment of any moneys held as part of the Construction Fund shall be credited or charged to the specific Account in the Construction Fund which such investment is held.

The Trustee shall sell and reduce to cash a sufficient amount of such investments of moneys in the Construction Fund whenever the cash balance in such Fund is insufficient to pay amounts then due from the Construction Fund.

Article V.

Other Funds And Accounts.

Section 501. Creation Of Other Funds.

(a) The following Funds are hereby created by the City and ordered established with, and held and administered by, the Trustee and shall be designated as set forth below:

Special Revenue Fund

Bond Fund

Debt Service Reserve Fund

Administrative Expense Fund

Rebate Fund

The designation of each such Fund set forth above shall include the term "Chicago-O'Hare International Airport, International Terminal Special Revenue Bonds," which term shall precede the designation as set forth above. The designation of each Account in such Funds shall include an appropriate Series designation. Each such Fund and Account is, however, sometimes referred to herein without such designation.

(b) The City hereby creates and orders established the Subordinated Bond Fund to be held and administered by the City. The designation of the Subordinated Bond Fund shall include the term "Chicago-O'Hare International Airport, International Terminal Special Revenue Bonds," which term shall precede the designation set forth above. The designation of each Account, if any, within the Subordinated Bond Fund may, but shall not be required to, include an appropriate Series designation. The Subordinated Bond Fund and any Account therein is, however, sometimes referred to herein without such designation.

Section 502. Deposit Of Special Revenues.

All Special Revenues shall be collected by the City and promptly deposited with the Trustee to the credit of the Special Revenue Fund.

Section 503. Disbursement From The Special Revenue Fund.

(a) The moneys in the Special Revenue Fund shall be disbursed and applied by the Trustee as required to make the deposits on the dates and in the amounts provided below:

(i) First. On the twentieth day of each calendar month, there shall first be credited to the Series Interest Account in the Bond Fund established for a Series of Bonds pursuant to a Supplemental Indenture, amounts sufficient to pay one-sixth of the interest due on Bonds of such Series on the next succeeding interest Payment Date if such Series bears interest at a Fixed Rate, or an amount specified in the applicable Supplemental Indenture if such Series bears interest at a Variable Rate, as applicable (net of any amount on deposit in such Series Interest Account).

(ii) Second. On the twentieth day of each calendar month, there shall next be credited to the Series Principal Account in the Bond Fund established for a Series of Bonds pursuant to a Supplemental Indenture, amounts sufficient to pay one-twelfth of the

principal amount of the Bonds of such Series coming due on the next succeeding principal Payment Date.

(iii) Third. On the twentieth day of each calendar month, there shall next be credited to any Series Debt Service Reserve Account in the Debt Service Reserve Fund established for a Series of Bonds pursuant to a Supplemental Indenture any amount necessary to maintain in such Account an amount equal to the Series Debt Service Reserve Fund Requirement; provided, however, if a deficiency in any Series Debt Service Reserve Account results from a withdrawal to pay principal of or interest on the Bonds of any applicable Series, the deficiency may be restored by equal monthly payments over a period of twelve months.

(iv) Fourth. On the twentieth day of each calendar month, there shall next be credited to the Administrative Expense Fund an amount sufficient to pay the Administrative Expense Requirement less any amounts available therefor remaining in the Administrative Expense Fund.

(v) Fifth. On the twentieth day of each calendar month, and only after the Funds and Accounts provided in subparagraphs (i), (ii), (iii) and (iv) above have been funded in full, there shall next be credited to the Subordinated Bond Fund the amounts of any such deposits as shall be required in any applicable Subordinated Bond Indenture.

(b) In determining the amounts of any moneys required to be disbursed from the Special Revenue Fund and deposited in the Funds and Accounts as specified in this section, any such amounts required to be so disbursed and deposited shall be reduced by any amounts representing investment earnings received during the immediately preceding calendar month on amounts already on deposit in the respective Fund or Account to which such amounts are required to be deposited.

In the event there are insufficient moneys in the Special Revenue Fund to make any of the deposits required by this section, such deposits shall be made in the priorities set forth in subsection (a) above promptly after moneys become available.

(c) If no Bonds are Outstanding under this Indenture and any Supplemental Indenture, the moneys in the Special Revenue Fund may be applied by the Trustee as directed by the City to any lawful purpose, free and clear of the lien created by this Indenture and any Supplemental Indenture, provided that the Trustee receives an opinion of Bond Counsel that such application will not adversely affect the exclusion from gross income of the interest on Bonds for federal income tax purposes.

Section 504. Creation Of Account And Use Of Funds.

The moneys on deposit in the Funds created by Section 501 hereof, except the Special Revenue Fund and the Rebate Fund, shall be applied for the purposes and uses specified below:

(a) Series Interest and Series Principal Accounts. Upon the issuance of a Series of Bonds, the Supplemental Indenture authorizing such Series of Bonds shall establish a Series Principal Account and a Series Interest Account within the Bond Fund. The moneys in the Series Interest Account shall be used only for the payment of the interest on the Bonds of such Series. The moneys in the Series Principal Account shall be used only for the payment of Principal Installments on the Bonds of such Series. The Trustee shall transfer to the Paying Agent or Paying Agents, as applicable, the moneys necessary to pay all such interest and Principal Installments becoming due on each Payment Date prior to such Payment Date and the Paying Agent or Paying Agents, as applicable, shall apply such amounts to the payment of such interest and Principal Installments on the due dates thereof. Amounts accumulated in any Series Principal Account or other amounts delivered to the Trustee for such purpose may, and if so directed by the City shall, be applied by the Trustee, on or prior to the 45th day preceding the Payment Date of a Sinking Fund Payment, to the purchase of Bonds of the Series and maturity for which such Sinking Fund Payment is to be made in an amount not exceeding that necessary to complete the retirement of the Bonds to be redeemed by such Sinking Fund Payment on such Payment Date. The purchase price paid by the Trustee (excluding accrued interest but including any brokerage and other charges) for any Bond so purchased shall not exceed the Redemption Price of such Bond applicable upon its redemption on such Payment Date. The Trustee shall also provide for the payment out of the applicable Series Interest Account of the amount of accrued interest payable on any Bond purchased or redeemed from moneys in the applicable Series Principal Account.

(b) Series Credit Facility Accounts. Upon the issuance of a Series of Bonds secured by a Credit Facility, the Supplemental Indenture authorizing such Series of Bonds shall establish a Series Credit Facility Account within the Bond Fund. Any moneys deposited with the Trustee into such Series Credit Facility Account by the Credit Provider pursuant to payment under such Credit Facility shall be used to pay principal of, interest and premium, if any, on such Series of Bonds. Any Series Credit Facility Account shall be held, administered and invested by the Trustee in accordance with the terms of any applicable Credit Facility and any applicable Supplemental Indenture.

(c) Series Redemption Accounts. Upon the issuance of a Series of Bonds, the Supplemental Indenture authorizing such Series of Bonds shall establish a Series Redemption Account within the Bond Fund. The Trustee shall, at the direction of the City, apply all moneys deposited to the credit of any Series Redemption Account to the redemption of Bonds issued under the provisions of this Indenture and any Supplemental Indenture. The Trustee shall call for redemption on the earliest practicable date on which Bonds are subject to redemption from moneys in the Series Redemption Account, and, with respect to accrued interest on such Bonds payable upon redemption, the Series Interest Account, such amount (computed on the basis of Redemption Prices) of Bonds as will exhaust the moneys held for the credit of such Series Redemption Account as nearly as may be practicable.

Any redemption of Bonds shall be made pursuant to the provisions of Article VI of this Indenture and the applicable Supplemental Indenture. Prior to calling Bonds or portions of Bonds for redemption, the Trustee shall set aside in the Series Interest Account and the Series Redemption Account the respective amounts required for paying

the interest on and the Redemption Price of the Bonds or portions of Bonds so called for redemption. Upon the retirement of any Bonds under this section by redemption, the Trustee shall file with the City a statement briefly describing such Bonds and setting forth the date of their redemption, the Redemption Price of such Bonds and the amount paid as interest thereon. The expenses in connection with the purchase or redemption of any such Bonds shall be paid by the Trustee from the Administrative Expense Fund or from any other moneys available therefor.

(d) Series Debt Service Reserve Accounts. Upon the issuance of a Series of Bonds to finance the Project, the Supplemental Indenture authorizing such Series of Bonds shall establish a Series Debt Service Reserve Account within the Debt Service Reserve Fund applicable solely to such Series of Bonds, and the Trustee shall deposit proceeds from the issuance of such Bonds into such Account in the amount set forth in such Supplemental Indenture. Upon the issuance of any Series of Bonds to finance any Additional Projects, the Supplemental Indenture authorizing such Series of Bonds may, but shall not be required to establish a Series Debt Service Reserve Account within the Debt Service Reserve Fund applicable solely to such Series of Bonds, and the Trustee shall deposit proceeds from the issuance of such Bonds into such Account in the amount set forth in such Supplemental Indenture authorizing the issuance thereof.

Any moneys held in a Series Debt Service Reserve Account in the Debt Service Reserve Fund shall be transferred by the Trustee to the Series Interest Account or Series Principal Account in the Bond Fund in that order, to the extent that amounts on deposit in such Accounts are insufficient to pay the interest or the principal or Redemption Price payable on the Bonds of such Series as the same shall become due.

To the extent required to maintain the Series Debt Service Reserve Fund Requirement, investment earnings received on the investments in the Series Debt Service Reserve Account shall be retained in such Account. Prior to the Completion Date, any moneys held for the credit of any Series Debt Service Reserve Account as of any interest Payment Date in excess of such Series Debt Service Reserve Fund Requirement (including any excess derived from investment earnings) shall, upon direction of the City, be transferred to the Series Capitalized Interest Account or Series Construction Account relating to such Series of Bonds. On and after the Completion Date such excess moneys shall be transferred to the applicable Series Interest Account, Series Principal Account or Series Redemption Account of the Bond Fund relating to the Series of Bonds to which such excess moneys are properly allocable.

In lieu of establishing, maintaining and depositing moneys in a Series Debt Service Reserve Account as described above, the City may deposit with the Trustee an irrevocable letter of credit or an irrevocable surety bond policy issued by a bank or bond insurance company, as applicable, with a credit rating in one of the three highest rating categories of a Rating Agency, subject, however to the prior written approval of the Trustee as to the provider and terms of such letter of credit or surety bond policy, which approval shall not be unreasonably withheld, and provided, that the terms or provider of such letter of credit or surety bond policy shall not adversely affect the rating of the Bonds. Any such letter of credit or surety bond policy shall (i) permit the Trustee to draw amounts thereunder for deposit in such Series Debt Service Reserve Account which, together with any moneys on deposit in, or letter of credit or surety bond policy

available to fund, such Series Debt Service Reserve Account, are not less than the Series Debt Service Reserve Fund Requirement and which may be applied to any purpose for which moneys in such Series Debt Service Reserve Account may be applied, (ii) have a term of at least five years, (iii) be replaced by a substitute irrevocable letter of credit or irrevocable surety bond policy meeting the requirements set forth in this section or to be drawn upon to fund such Series Debt Service Reserve Account in an amount equal to the Series Debt Service Reserve Fund Requirement prior to the termination of such substituted letter of credit or surety bond policy, and (iv) be replaced by a substitute irrevocable letter of credit or surety bond policy meeting the requirements set forth in this section within 12 months after the date on which the credit rating of the issuer of such letter of credit or surety bond policy is no longer in one of the three highest rating categories of a Rating Agency. The Trustee shall make a drawing on such letter of credit or surety bond policy (a) whenever moneys are required for the purposes for which moneys in such Series Debt Service Reserve Account may be applied, and (b) prior to any expiration or termination thereof; provided, that no such drawing need be made if (i) other moneys and/or letter of credit or surety bond policy meeting the requirements set forth in this section are available in such Series Debt Service Reserve Account in the amount of the Series Debt Service Reserve Fund Requirement, or (ii) moneys are no longer required to be held on deposit in such Series Debt Service Reserve Account.

If the City elects to deposit a letter of credit or a surety bond policy in a Series Debt Service Reserve Account in lieu of the moneys on deposit therein, the Trustee shall transfer such moneys in excess of the Series Debt Service Reserve Fund Requirement in the manner set forth in this section, or as otherwise instructed by the City upon delivery to the Trustee of an opinion of Bond Counsel to the effect that such transfer will not adversely affect the exclusion from gross income of the interest on the Bonds for federal income tax purposes.

(e) Administrative Expense Fund. Moneys held for the credit of the Administrative Expense Fund shall be applied by the Trustee to pay Administrative Expenses. Moneys held for the credit of the Administrative Expense Fund in excess of the Administrative Expense Requirement shall, upon the direction of the City, be transferred to the Special Revenue Fund and thereafter treated as Special Revenues.

(f) Series Rebate Accounts. Upon the issuance of a Series of Bonds, to the extent required by the Code in an opinion of Bond Counsel, the Supplemental Indenture authorizing such Series of Bonds shall establish a Series Rebate Account in the Rebate Fund. Such Account shall be administered in accordance with such Supplemental Indenture and any Tax Agreement related thereto.

(g) Series Subordinated Bond Accounts. Upon the issuance of a Series of Subordinated Bonds pursuant to a Subordinated Bond Indenture authorizing the issuance of Subordinated Bonds, such Subordinated Bond Indenture may, but shall not be required to, establish such Series Subordinated Bond Accounts within the Subordinated Bond Fund, as may be required therein. Any moneys deposited in the Subordinated Bond Fund shall be held by the City, the appropriate trustees or paying agents under such Subordinated Bond Indenture for the purpose of holding, investing and paying such amounts as may be required by any such Subordinated Bond Indenture.

Section 505. Moneys To Be Held In Trust.

All moneys required to be deposited with or paid to the Trustee for deposit into the Funds and Accounts established pursuant to this Article shall be held by the Trustee in trust, and such moneys (other than moneys held in the Subordinated Bond Fund, the Rebate Fund and the Administrative Expense Fund, while so held) constitute part of the Trust Estate and are subject to the lien hereof for the benefit of the Bondholders.

Section 506. Investments.

Any moneys held as part of the Special Revenue Fund, the Bond Fund, the Construction Fund, the Administrative Expense Fund or the Debt Service Reserve Fund shall be invested and reinvested by the Trustee in Investment Securities pursuant to the instructions of an Authorized City Representative. All such instructions delivered by the Authorized City Representative to the Trustee shall be in accordance with all restrictions contained in any applicable Supplemental Indenture. Any monies in the Series Principal Accounts and the Series Interest Accounts shall be invested in Investment Securities maturing no later than the respective Payment Date next following such investment. Any such investments shall be deemed at all times a part of the Fund or Account for which they were made. Any interest accruing on or profit realized from the investment of any moneys held as part of the Bond Fund shall be credited or charged to the specific Account of the Bond Fund in which such investment is held. Any interest accruing on or profit realized from the investment of any moneys held as part of the Special Revenue Fund shall be credited or charged to the Special Revenue Fund. To the extent permitted under Section 504(e) hereof, any interest accruing on or profit realized from the investment of any moneys held as part of the Administrative Expense Fund shall be credited or charged to the Special Revenue Fund. Any interest accruing on or profit realized from the investment of any moneys held as part of the Debt Service Reserve Fund shall be credited or charged as set forth in Section 504(d) hereof. The Series Rebate Accounts within the Rebate Fund shall be invested in accordance with the provisions of the applicable Supplemental Indenture and Tax Agreement.

The Trustee shall sell and reduce to cash a sufficient amount of such investments of the Special Revenue Fund, the Construction Fund, the Administrative Expense Fund, the Bond Fund or the Debt Service Reserve Fund whenever the cash balance in such fund is insufficient to pay amounts then due from such Fund.

Section 507. Excluded Funds; Transfers To Rebate Fund.

The foregoing provisions of this Article notwithstanding (i) the Rebate Fund shall not be considered a part of the Trust Estate, and (ii) the Trustee shall be permitted to transfer moneys on deposit in any of the trust funds established under this Article to the Rebate Fund in accordance with the provisions of the applicable Tax Agreement.

Section 508. Creation Of Accounts And Sub-Accounts.

The Trustee shall at the written request of the City signed by an Authorized City Representative, or pursuant to a Supplemental Indenture, establish such Accounts within any of the Funds established under this Indenture, and sub-accounts within any of the Accounts established under this Indenture, as shall be specified in such Supplemental Indenture or such written request, for the purpose of identifying more precisely the sources of payments into and disbursements from such Funds, Accounts or sub-accounts or as shall be specified in a Supplemental Indenture or in order to provide for the further security of the Bonds.

The application of amounts deposited in such Accounts may be set forth in such written request, such Supplemental Indenture or such Subordinated Bond Indenture, but the establishment of any such Accounts or sub-accounts shall not alter or modify any of the requirements of this Indenture with respect to the deposit or use of the moneys in any Fund established hereunder.

Article VI.

Redemption Of Bonds.

Section 601. Privilege Of Redemption And Redemption Price.

Bonds of any Series shall be subject to redemption prior to maturity in whole or in part, upon notice as provided in this Article, at such times, at such Redemption Prices plus accrued interest to the redemption date and upon such terms as may be specified in such Bonds, in this Indenture and in the Supplemental Indenture authorizing such Series.

Section 602. Redemption At The Election Or Direction Of The City.

In case of any redemption of Bonds other than as provided in Section 603, the City shall give written notice to the Trustee of its election or direction so to redeem, of the redemption date, of the Series to be redeemed of the principal amounts of the Bonds of each maturity of such Series to be redeemed (which redemption dates, Series, maturities and principal amounts thereof to be redeemed shall be determined by the City in its sole discretion, subject to any limitations with respect thereto contained in this Indenture and any Supplemental Indenture) and of any moneys to be applied to the payment of the Redemption Price. Such notice shall be given at least 45 days prior to the redemption date or such shorter time as shall be acceptable to the Trustee. Upon the giving of such notice, the City, if it holds the amounts to be applied to the payment of the Redemption Price plus interest accrued and unpaid to the redemption date, shall pay to the Trustee or to the

appropriate Paying Agents an amount in cash which, in addition to other moneys, if any, available therefor held by such Paying Agents, will be sufficient to redeem on the redemption date at the Redemption Price thereof plus interest accrued and unpaid to the redemption date, all of the Bonds to be so redeemed.

Section 603. Redemption Other Than At City's Election Or Direction.

Whenever by the terms of this Indenture or the Supplemental Indenture authorizing any Series of Bonds the Trustee is required to redeem Bonds otherwise than at the election or direction of the City, and subject to and in accordance with the terms of this Article, the Trustee shall select the redemption date of the Bonds to be redeemed, unless otherwise specified in the Supplemental Indenture authorizing such Bonds, and give notice of redemption in the manner prescribed in Section 604 hereof.

Section 604. Notice Of Redemption.

(a) Notice of the call for any redemption of Bonds or any portion thereof shall be given by the Trustee by mailing a copy of such redemption notice by registered or first class mail or overnight delivery at least 30 days, but not more than 60 days, prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books, stating that the interest on such Bonds (or portion thereof) shall cease to accrue after such date fixed for redemption.

(b) In addition to the provisions of Section 604(a) hereof:

(1) Notice of the redemption of any Bonds shall set forth the following:

(A) the series name and designation and certificate numbers of the Bonds being redeemed;

(B) the C.U.S.I.P. numbers of the Bonds being redeemed;

(C) the principal amount of the Bonds being redeemed and the redeemed amount for each certificate (for partial calls);

(D) the redemption date;

(E) the redemption price;

(F) the date of issue;

(G) the maturity date of the Bonds being redeemed and, in the case of Bonds bearing interest at a Fixed Rate, the interest rate;

(H) the date of mailing of notices to registered owners and information services;
and

(I) the Trustee name and address with phone number.

(2) Redemption notices shall be sent by first class mail and, in addition, by certified mail, return receipt requested, to registered owners of \$1 Million or more of any Series of Bonds;

(3) Redemption notices shall also be sent by certified mail, return receipt requested, facsimile transmission or overnight delivery service with the intention that they are received at least two days prior to the date of mailing of notices to registered owners, to the following depository institutions:

- (i) Midwest Securities Trust Company
Capital Structures -- Call Notification
One Financial Place
440 South LaSalle Street
Chicago, Illinois 60605
Facsimile -- (312) 663-2343
- (ii) The Depository Trust Company
711 Stewart Avenue
Garden City, New York 11530
Attention: Muni Reorganization Manager
Facsimile -- (516) 227-4039 or 4190
- (iii) Philadelphia Depository Trust Company
Reorganization Division
1900 Market Street
Philadelphia, Pennsylvania 19103
Attention: Bond Department
DEX -- (215) 496-5058

If any such trust company ceases operations, notices shall be sent to its successor (if any);

(4) Redemption notices shall also be sent by certified mail, return receipt requested, at least 30 days but not more than 60 days prior to the redemption date to two (2) national information services that disseminate redemption information as determined by the City;

(5) A second redemption notice shall be sent by certified mail, return receipt requested, not more than 60 days after the redemption date to any Registered Owner of a Bond called for redemption who has not presented such Bonds, as applicable, within 30 days following the redemption date; and

(6) In the event of an advance refunding of the Bonds, a notice of such event shall be given as required above for redemptions at least 30 days but not more than 60 days prior to the actual redemption date; provided, however, that failure to comply with the provisions of this paragraph (b) shall not affect the validity of proceedings for the redemption of the Bonds and shall not constitute an Event of Default or any similar violation of the City's covenants with such Owners.

(c) Failure to give any required notice of redemption as to any particular Bonds shall not affect the validity of the call for redemption of any Bonds in respect of which no such failure has occurred. Any notice mailed as provided in this section shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives the notice.

Section 605. Partial Redemption Of Bonds.

(a) In case a Bond is of a denomination larger than the minimum Authorized Denomination, all or a portion of such Bond (equal to such minimum Authorized Denomination or any integral multiple thereof) may be redeemed but such Bond shall be redeemed only in a principal amount equal to such minimum Authorized Denomination or any integral multiple thereof.

(b) Upon the Owners surrender of any Bond for redemption in part only, the City shall execute and the Trustee shall authenticate and deliver to such owner, at the expense of the City, a new Bond or Bonds of Authorized Denomination or Denominations in aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

Section 606. Selection Of Bonds For Redemption.

If fewer than all of the Bonds of like Series and maturity are called for redemption, the Trustee shall select the Bonds or portions thereof to be redeemed, from the Bonds Outstanding not previously called for redemption, in such manner as in the Trustee's sole discretion it shall deem appropriate and fair. The Trustee shall promptly notify the City in writing of the Bonds or portions thereof selected for redemption.

If the owner of any such Bond of a denomination greater than the minimum Authorized Denomination shall fail to present such Bond to the Trustee for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the unit or units of principal amount called for redemption (and to that extent only).

Section 607. Effect Of Calling For Redemption.

If notice of redemption is given as described above and sufficient funds for the payment of the Redemption Price of such Bonds plus interest accrued and unpaid (or portions thereof) to the redemption date are held for the purpose of such payment by the Trustee, then such Bonds (or portions thereof) so called for redemption shall, on the redemption date, cease to bear interest and shall no longer be deemed outstanding under or secured by the lien of this Indenture.

Article VII.

Covenants Of The City.

Section 701. Punctual Payment Of Bonds.

The City shall promptly pay the principal of, premium, if any, and interest on the Bonds of any Series issued hereunder and under a Supplemental Indenture on the dates and in the manner provided in such Bonds and in this Indenture and any Supplemental Indenture, but only from the amounts assigned to and held by the Trustee under this Indenture and any Supplemental Indenture.

Section 702. Further Assurances.

The City shall execute and deliver such further instruments, and do such further acts, as may be reasonably required for effectuating the intention of this Indenture, and for the better assuring, assigning and confirming to the Trustee of the Trust Estate and all other amounts assigned under this Indenture and any Supplemental Indenture for the payment of the Bonds of any Series issued hereunder and under a Supplemental Indenture.

Section 703. Equality Of Security.

All Bonds, regardless of Series, date of issuance and date of sale, shall be secured by the pledge contained in Section 204 hereof; and the security so pledged shall not be used for any other purpose except as expressly permitted by the terms of this Indenture or a Supplemental Indenture, so long as any Bonds remain Outstanding and unpaid.

Section 704. Equality Of Bonds.

All Bonds authorized hereunder shall be on a parity and rank equally without preference, priority or distinction over any other thereof with respect to the pledge contained in Section 204 hereof, regardless of the time or times of their issue, and the provisions, covenants and agreements set forth herein to be performed by and on behalf of the City shall be for the equal benefit, protection and security of the holders of any and all Bonds of each Series.

Section 705. Rate Covenant.

(a) The City covenants and agrees to establish and assess rentals, fees and charges under the International Terminal Use Agreements which will produce Special Revenues in each calendar year in which Bonds are Outstanding that, together with any cash balance held in the Special Revenue Fund on the first day of such calendar year not then required to be deposited in any Fund (or Account or sub-account thereof) other than the Special Revenue Fund and investment earnings for such calendar year on moneys held in the Bond Fund and the Debt Service Reserve Fund to the extent that such earnings are not required hereby to be transferred to the Construction Fund, shall equal an amount not less than the greater of (i) the aggregate amounts required pursuant to Section 503 hereof to be deposited during such calendar year in the Bond Fund, the Debt Service Reserve Fund, the Administrative Expense Fund and the Subordinated Bond Fund and (ii) 125% of the Annual Debt Service with respect to the Bond Year commencing during such calendar year reduced by an amount equal to the aggregate amounts held in any Series Capitalized Interest Account for disbursement during such Bond Year to pay interest on such Series of Bonds.

(b) If, during any calendar year, Special Revenues are estimated to produce less than the amount required under paragraph (a) of this section, the City shall revise, pursuant to the International Terminal Use Agreements, its rentals, fees and charges thereunder, or alter its methods of operation or take other action in such manner as is necessary to produce the amount so required in such calendar year.

(c) Within 60 days after the end of each calendar year, the City shall furnish to the Trustee a calculation of the coverage as required under paragraph (a) of this section certified by an Executive Officer.

(d) If the certificate specified in paragraph (c) of this section for any calendar year indicates that the City has not satisfied its obligations under paragraph (a) of this section, then as soon as practicable (and in any event no later than 60 days) after the receipt by the Trustee of such certificate, the City shall employ an Independent Airport Consultant to review and analyze the financial status and the administration and operations of the Project and any Additional Projects, to inspect the properties constituting the Project and any Additional Projects and to submit to the City, within 60 days after employment of the Independent Airport Consultant, a written report on the same, including the action which the Independent Airport Consultant recommends should be taken by the City with respect

to the revision of its rentals, fees, and charges under the International Terminal Use Agreements, alteration of its methods of operation or the taking of other action that is projected to result in producing the amount so required in the following twelve-month period or, if less, the maximum amount deemed feasible by the Independent Airport Consultant. Promptly upon its receipt of the recommendations the City shall, after giving due consideration to the recommendations, revise pursuant to the International Terminal Use Agreements its rentals, fees, and charges thereunder or alter its methods of operation, which revisions or alterations need not comply with the Independent Airport Consultant's recommendations so long as any revisions or alterations are projected by the City to result in compliance with Section 705(a) above. The City shall transmit copies of the Independent Airport Consultant's recommendations to the Trustee and each Bondholder who has requested the same.

Section 706. Against Pledge Of Special Revenues.

The City shall not hereafter issue any bonds, notes, or other evidences of indebtedness secured by all or any portion of the Trust Estate in Section 204, other than the Bonds, and shall not create or cause to be created any lien or charge on Special Revenues, or any other amounts pledged for the benefit of holders of Bonds under this Indenture; provided, however, that neither this section nor any other provision of this Indenture shall prevent the City from (a) issuing bonds, notes or other evidences of indebtedness payable out of, or secured by a pledge of, Special Revenues to be derived on and after such date as the pledge contained in Section 204 hereof shall be discharged and satisfied as provided in Article XI hereof or (b) from issuing bonds, notes or other evidences of indebtedness (including bonds, notes or other evidences of indebtedness evidencing loans made by the City to the Airport) which are payable out of, or secured by, the pledge of amounts which may be withdrawn from the Subordinated Bond Fund.

Section 707. Protection Of Pledge.

The City shall at all times, to the extent permitted by law, defend, preserve and protect the pledge contained in Section 204 hereof and all the rights of the Bondholders under this Indenture against all claims and demands.

Section 708. Prompt Acquisition And Construction.

The City covenants that upon the receipt of the proceeds of any Series issued to pay the costs of the Project or any Additional Project, the City shall with reasonable dispatch proceed with the construction, installation and acquisition of the Project or such Additional Project and that it shall expeditiously complete such construction, installation and acquisition, in a good workmanlike manner, substantially in accordance with the plans and specifications therefor and in conformity with law and all requirements of all governmental agencies having jurisdiction thereover. The City shall cause all materials

and equipment incorporated in the Project or any Additional Project to be of good quality, free and clear from any material faults or defects.

The City covenants that no payment shall be made from the Construction Fund for labor or materials or to the contractors, builders or materialmen, on account of the construction, acquisition and installation of the Project or any Additional Project, or any part thereof, unless such portion is located on lands which are owned by the City in fee simple or over which the City shall have acquired sufficient leases, easements, or control for the purposes of the Project or such Additional Project.

Section 709. Tax Covenants.

(a) The City covenants not to take any action, or omit to take any action which is lawful and within its power to take, and which, if taken or omitted, would cause interest on the Bonds to become includible in the gross income of the holders of the Bonds for federal income tax purposes, other than a holder who is a "substantial user" or "related person" within the meaning of such terms as defined in the Code.

(b) The City further covenants that it will not take any action or omit to take any action with respect to the investment of the proceeds of any Series of Bonds or with respect to Special Revenues (including the payments derived under the International Terminal Use Agreements) which would result in causing Bonds of any Series to constitute "arbitrage bonds" within the meaning of such term as defined in the Code.

(c) In furtherance of the covenants in this section the City will, if deemed necessary by Bond Counsel, execute a Tax Agreement containing such representations and covenants or will make any such specific representations or covenants in the Supplemental Indenture pursuant to which any Series of Bonds are issued, as deemed necessary in the opinion of Bond Counsel to insure that the City complies with the provisions of this Section.

Section 710. The International Terminal Use Agreements.

(a) The City covenants that it shall operate and maintain the Airport in a manner which shall entitle it at all times to charge and collect rentals, fees and charges under the International Terminal Use Agreements sufficient to meet the rate covenant in Section 705 hereof and shall take all reasonable measures permitted by law to enforce prompt payment to it of such fees, charges and rentals.

(b) The City further covenants that it shall not rescind, terminate, amend or modify the International Terminal Use Agreements if such rescission, termination, amendment or modification would in any manner materially and adversely affect the rights or security of the holders of the Bonds. In furtherance of such covenant the City agrees that while any Bonds are Outstanding, the City shall not (i) other than non-renewal of month to month agreements, rescind or terminate any International Terminal Use Agreement unless an

"Event of Default" has occurred thereunder and is continuing; (ii) amend any International Terminal Use Agreement to modify the obligation of the other party thereto with respect to the payment of the rentals, fees and charges thereunder related to the deposit requirements specified in Article V, or (iii) amend any such International Terminal Use Agreement in any manner which would adversely affect the City's ability to satisfy the covenants of the City contained in this Article.

(c) The City covenants that it shall file with the Trustee true and complete copies of each International Terminal Use Agreement and each amendment or supplement to any International Terminal Use Agreement.

Section 711. Annual Audit.

The City covenants that it will within six months after the close of each Fiscal Year, or as soon thereafter as practicable, furnish the Trustee with a copy of an annual audit report, prepared in accordance with generally accepted accounting principles and certified by an Independent Accountant, covering the operation of the Airport for such Fiscal Year. Such audit shall contain a calculation based on actual data enabling such Independent Accountant to certify that the covenant contained in Section 705(b) hereof has been satisfied with respect to such Fiscal Year. The City covenants that it shall cause a copy of such audit to be mailed, postage prepaid, to the holders of any Bonds requesting copies thereof. Such audit shall be available for inspection at reasonable times by the holders of the Bonds at the office of the City Comptroller.

Section 712. Certain Credit Facility Permitted Covenants.

In the event that the City issues a Series of Bonds under this Indenture and under a Supplemental Indenture secured by a Credit Facility, the City may make reasonable covenants and agreements with the Credit Provider including, but not limited to, covenants and agreements related to the following:

(a) The amount of the Series Debt Service Reserve Requirement and the rate of funding or reimbursement, which shall not be less than the requirements provided herein;

(b) The use of cash or available investments on deposit in the Series Debt Service Reserve Account to pay debt service before or after payments pursuant to the Credit Facility;

(c) The application and priority of amounts deposited to the credit of the Bond Fund after payments pursuant to the Credit Facility to reimburse the Credit Provider;

(d) Reasonable advance notice of the need for provision of funds under the Credit Facility;

(e) The status of the Credit Provider as a third party beneficiary of the rights granted under this Indenture and its ability to enforce the provisions of this Indenture to the extent such rights may in fact benefit the Credit Provider;

(f) The amendment of the substantive provisions of this Indenture as subject to the consent of the Credit Provider, but on the condition that such consent not be unreasonably withheld; and

(g) Limitations on the exercise of the rights of optional redemption with respect to such Series of Bonds.

Section 713. Power To Issue Bonds And Make Pledge.

The City is duly authorized under all applicable laws to issue the Bonds and to adopt this Indenture and make the pledge contained in Section 204 hereof in the manner and to the extent provided. The Special Revenues and moneys and securities so pledged are and shall be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge contained in Section 204 hereof and all corporate or other action on the part of the City to that end has been and shall be duly and validly taken. The Bonds and the provisions of this Indenture are and shall be valid and legally enforceable obligations of the City in accordance with their terms and the terms of this Indenture. The City shall at all times, to the extent permitted by law, defend, preserve and protect the pledge contained in Section 204 hereof and all the rights of the Bondholders under this Indenture against all claims and demands.

Section 714. Management Of Airport.

The City shall not take, or allow any person to take, any action which would cause the Administrator of the Federal Aviation Administration, Department of Transportation, or any successor to the powers and authority of such Administrator, to suspend or revoke the Airport's operating certificates issued under the Federal Aviation Act of 1958, or any successor statute. The City shall comply with all valid acts, including the Acts, rules, regulations, orders and directives of any governmental, legislative, executive, administrative or judicial body applicable to the Airport, unless the same shall be contested in good faith, all to the end that the Airport, including without limitation, the Project, shall remain in operation at all times.

Section 715. Operating And Maintenance Of Airport.

The City shall make such repairs to the Airport, including, without limitation, repairs to the Project or any Additional Project, as shall be necessary or appropriate in the prudent management thereof at all times. The City shall operate and maintain the Airport, including, without limitation, the Project or any Additional Project, in a manner which will

entitle it at all times to charge and collect Special Revenue Bond Fees and Charges in accordance with the International Terminal Use Agreements or as otherwise permitted by law, and shall take all reasonable measures permitted by law to enforce prompt payment to it of such Special Revenue Bond Fees and Charges when and as due. The City shall, from time to time, duly pay and discharge, or cause to be paid and discharged, any taxes, assessments or other governmental charges lawfully imposed upon the Airport or upon any part thereof, including, without limitation, the Project, any Additional Project, or upon the revenues from the operation thereof, when the same shall become due, as well as any lawful claim for labor, materials, or supplies which, if unpaid, might by law become a lien or charge upon the Airport, including, without limitation, the Project, any Additional Project, or such revenues, or which might impair the security of any Series of Bonds.

Article VIII.

Defaults And Remedies.

Section 801. Events Of Default.

An "Event of Default" is the occurrence of any of the following:

(a) A failure to pay principal of, or premium, if any, and interest on any Bond when due, at maturity or upon redemption or otherwise;

(b) A failure to fulfill the rate covenant and the procedures set forth in Section 705 hereof; or

(c) A failure by the City to perform any of its agreements in this Indenture, a Supplemental Indenture or the Bonds (except a failure that results in an Event of Default under clause (a) or (b) above), the performance of which is material to the Bondholders, and the failure continues after notice to the City of such failure, specifying the failure, requiring that the same be remedied and stating that such notice is a "Notice of Default" hereunder, by registered or certified mail shall have been given by the Trustee or by the holders of not less than 25% in principal amount of the Outstanding Bonds, and the City shall have had forty-five (45) days after receipt of such notice (or such longer period as the Trustee or such Bondholders, as applicable, shall have agreed to in writing prior to the expiration of such period) to correct said failure or cause said failure to be corrected, and shall not have corrected said failure or caused said failure to be corrected within the applicable period.

Section 802. Remedies.

(a) Upon the happening and continuance of any Event of Default, the Trustee shall proceed, and upon the written request of the holders of not less than 25% in principal amount of the Outstanding Bonds, or in the case of an Event of Default under Section 801(b) above not less than 10% in principal amount of the Outstanding Bonds, shall proceed, in its own name, subject to the provisions of this Section, to protect and enforce its rights and the rights of the Bondholders by such of the following remedies as the Trustee, being advised by Counsel, shall deem most effectual to protect and enforce such rights:

(i) By mandamus or other suit, action or proceeding at law or in equity, to enforce all rights of the Bondholders, including the right to require the City to charge and receive rentals, fees and charges under the International Terminal Use Agreements adequate to carry out the covenants and agreements as to such rentals, fees and charges and the pledge contained in Section 204 hereof and to require the City to carry out any other covenant or agreement with Bondholders and to perform its duties under this Indenture;

(ii) By bringing suit upon the Bonds;

(iii) By action or suit in equity, require the City to account as if it were the trustee of an express trust for the Bondholders; or

(iv) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders.

(b) In the enforcement of any rights and remedies 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 from the City but only out of moneys pledged as security for the Bonds for principal Redemption Price, interest or otherwise, under any provision of this Indenture or of the Bonds, and unpaid, with interest on overdue payments at the rate or rates of interest specified in such Bonds, together with any and all costs and expenses of collection and of all proceedings hereunder and under such Bonds, without prejudice to any other right or remedy of the Trustee or of the Bondholders, and to recover and enforce a judgment or decree against the City for any portion of such amounts remaining unpaid, with interest, costs and expenses, and to collect from any moneys available under this Indenture for such purpose, in any manner provided by law, the moneys adjudged or decreed to be payable.

Section 803. Waiver Of Past Defaults.

The holders of a majority in principal amount of the Bonds then outstanding together, by notice to the Trustee may waive an existing Event of Default and its consequences. No such waiver shall extend to any subsequent or other Event of Default or impair any right consequent to it.

Section 804. Control By Majority.

The holders of a majority in principal amount of the Bonds then outstanding may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on it. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture or, subject to Section 901, that the Trustee determines is unduly prejudicial to the rights of other Bondholders, or would involve the Trustee in personal liability.

Section 805. Limitation On Suits.

A Bondholder may not pursue any remedy with respect to this Indenture or the Bonds, unless (a) the holder gives the Trustee notice stating that an Event of Default is continuing; (b) the holders of at least 25% in principal amount of the Bonds then Outstanding make a written request to the Trustee to pursue the remedy; (c) such holder or holders offer to the Trustee indemnity reasonably satisfactory to the Trustee against any loss, liability or expense; and (d) the Trustee does not comply with the request within 60 days after receipt of the request and the offer of indemnity.

A Bondholder may not use this Indenture to prejudice the rights of another Bondholder or to obtain a preference or priority over any other Bondholders.

Section 806. Rights Of Holders To Receive Payment.

Notwithstanding any other provision of this Indenture, the right of any holder to receive payment of principal of and interest on a Bond, on or after the due dates expressed in the Bond, or to bring suit for the enforcement of any such payment on or after such dates, shall not be impaired or affected without the consent of the holder.

Section 807. Priorities.

If the Trustee collects any money pursuant to this Article, it shall pay out the money in the following order:

First: To the Trustee for amounts to which it is entitled under Section 905 hereof.

Second: To Bondholders for amounts due and unpaid on the Bonds for principal and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on the Bonds for principal and interest, respectively.

The Trustee may fix a Payment Date for any payment to the Bondholders.

Section 808. Undertaking For Costs.

In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party litigant in the suit other than the Trustee of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit other than the Trustee, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This section does not apply to a suit by the Trustee or a suit by holders of more than 10% in principal amount of the Bonds then Outstanding.

Section 809. 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 thereof on the trial or other proceeding relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the benefit of all the holders of such Bonds, subject to the provisions of this Indenture.

Section 810. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee or to the Bondholders by this Indenture 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 hereunder or now or hereafter existing at law or in equity or by statute.

Article IX.

Concerning The Fiduciaries And Depository.

Section 901. Acceptance Of Appointment; Duties Of Trustee.

(a) By execution hereof or by authenticating one or more Bonds, the Trustee shall evidence the acceptance of the powers, duties and obligations of the Trust Estate herein, but only as specifically set forth herein. The Trustee shall have no duty, responsibility or

obligation for the issuance of Bonds or for the validity or exactness hereof, or of any other document relating to such issuance. The Trustee shall have no duty, responsibility or obligation for the payment of Bonds except for payment in accordance with the terms and provisions hereof from, and to the extent of, funds which are held in trust by the Trustee for the purpose of such payment.

(b) If an Event of Default has occurred and is continuing, the Trustee shall exercise its rights and powers and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's affairs.

(c) Except during the continuance of an Event of Default:

(i) the Trustee need perform only those duties that are specifically set forth in this Indenture and no others; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, the Trustee shall examine the certificates and opinions to determine whether they conform to the requirements of this Indenture.

(d) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(i) this paragraph does not limit the effect of paragraph (b) of this section;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by any employee of the Trustee assigned by the Trustee to administer its corporate trust matters (a "Responsible Officer"), unless the Trustee was negligent in ascertaining the pertinent facts;

(iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 804; and

(iv) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds to believe that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(e) Every provision of this Indenture that in any way relates to the Trustee is subject to all the paragraphs of this section.

(f) The Trustee may refuse to perform any duty or exercise any right or power, unless it receives indemnity satisfactory to it against any loss, liability or expense.

(g) The Trustee shall not be liable for interest on any cash held by it, except as the Trustee may agree with the City.

Section 902. Rights Of Trustee.

Subject to the foregoing section:

(a) The Trustee may rely on any document believed by it to be genuine and to have been signed or presented by the proper person. The Trustee need not independently investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting, it may require a certificate of an appropriate officer or officers of the City or an opinion of Counsel; provided that it may not require such a certificate as a condition to declaring the principal of and interest on the Bonds to be due immediately under Section 802 or to making any payment on the Bonds. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on the certificate or opinion of Counsel.

(c) The Trustee may act through agents (including Paying Agents or Tender Agents) or co-trustees and shall not be responsible for the misconduct or negligence of any agent or co-trustee appointed with due care; provided, however, that the Trustee shall not appoint any Paying Agent or co-trustee without the prior written consent of the City.

Section 903. Individual Rights Of Trustee.

The Trustee in its individual or any other capacity may become the owner or pledgee of Bonds and may otherwise deal with the City with the same rights it would have if it were not Trustee. Any Paying Agent may do the same with like rights.

Section 904. Notice Of Defaults.

If an event occurs which with the giving of notice or lapse of time or both would be an Event of Default, and if the event is continuing and if it is known to the Trustee, the Trustee shall mail to each Bondholder notice of the event within 90 days after it occurs. Except in the case of a default in payment on any Bonds, the Trustee may withhold the notice if and so long as a committee of its Responsible Officers in good faith determine that withholding the notice is in the best interests of Bondholders.

Section 905. Compensation And Indemnity Of Trustee.

For acting under this Indenture, the Trustee shall be entitled to payment of reasonable fees for its services and reimbursement of advances, Counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with its services under this Indenture.

To secure the payment or reimbursement to the Trustee provided for in this section, the Trustee shall have a senior claim, to which the Bonds are made subordinate, on all money or property held or collected by the Trustee, except that held in the Rebate Fund and under Article XI hereof or otherwise held in trust to pay principal of and interest on particular Bonds.

Section 906. Eligibility Of Trustee.

This Indenture shall always have a Trustee that is a corporation organized and doing business under the laws of the United States or any state or the District of Columbia, is authorized under such laws to exercise corporate trust powers, is subject to supervision or examination by United States, state or District of Columbia authority and has a combined capital and surplus of at least \$100,000,000 as set forth in its most recent published annual report of condition.

Section 907. Resignation Or Removal Of Trustee.

The Trustee may resign upon 30 days prior written notice to the City. The holders of a majority in principal amount of the Bonds then outstanding may remove the Trustee by notifying the removed Trustee and may appoint a successor Trustee with the City's consent. The City may at any time remove the Trustee by a written instrument signed by an Executive Officer.

If the Trustee fails to comply with the requirements of this section, any Bondholder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

The resignation or removal of the Trustee shall not take effect until a successor Trustee shall have been appointed and shall have accepted the responsibility of acting as Trustee hereunder.

Section 908. Appointment Of Successor Trustee.

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the City shall promptly appoint a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the City. Immediately thereafter, the retiring Trustee shall transfer all property held by it as Trustee to the successor Trustee, the resignation or removal of the retiring Trustee shall then (but only then) become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture.

If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee, the City or the holders of a majority in principal amount of the Bonds then Outstanding may petition any court of competent jurisdiction for the appointment of a successor Trustee.

Section 909. Appointment And Acceptance Of Duties Of Paying Agents.

(a) The City may appoint one or more Paying Agents for the Bonds of any Series in the Supplemental Indenture authorizing such Bonds or shall appoint such Paying Agent or Paying Agents by ordinance or resolution of the City Council adopted prior to the authentication and delivery of such Bonds, and may at any time or from time to time appoint one or more other Paying Agents in the manner and subject to the conditions set forth in Section 909 for the appointment of a successor Paying Agent. The Trustee may be appointed and may act as a Paying Agent.

(b) Each Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by written instrument of acceptance executed and delivered to the City and the Trustee.

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

Section 910. Successor Trustee Or Paying Agent By Merger.

If the Trustee or the Paying Agent consolidates with, merges or converts into, or transfers all or substantially all its assets (or, in the case of a bank or trust company, its corporate trust assets) to, another corporation, the resulting, surviving or transferee corporation without any further act shall be the successor Trustee or Paying Agent.

Section 911. Remarketing Agent.

In the Supplemental Indenture pursuant to which a Series of Bonds is issued, the City may appoint a Remarketing Agent with respect to such Series of Bonds the terms of which provide for the remarketing thereof. Each Remarketing Agent so appointed and any successor thereto, shall designate to the Trustee its principal office and signify its

acceptance of the duties and obligations imposed upon it by such Supplemental Indenture by entering into a Remarketing Agreement under which the Remarketing Agent will agree to perform the duties specified in such Supplemental Indenture.

Section 912. Tender Agent.

In the Supplemental Indenture pursuant to which a Series of Bonds is issued, the City may appoint a Tender Agent with respect to such Series of Bonds to provide for the purchase of the Bonds.

Section 913. Book Entry System.

The City may provide in a Supplemental Indenture for a Series of Bonds that such Series, or any part thereof, shall be issued under a book entry system. The applicable Supplemental Indenture shall designate one or more Book Entry Depositories for the Series and shall describe the manner of the City's participation in the book entry system applicable to the Series, or any part thereof, and shall approve the City's entry into any agreement which the City may enter into with such Book Entry Depository or Depositories.

Article X.

Supplemental Indentures.

Section 1001. Without Consent Of Bondholders.

The City and the Trustee may amend or supplement this Indenture or the Bonds without notice to or consent of any Bondholder:

- (a) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision;
- (b) to grant to the Trustee for the benefit of the Bondholders additional rights, remedies, powers or authority;
- (c) to subject to this Indenture additional collateral or to add other agreements or covenants of the City;
- (d) to modify this Indenture or the Bonds to permit qualification under the Trust Indenture Act of 1939, as amended, or any similar federal statute at the time in effect, or

to permit the qualification of the Bonds for sale under the securities laws of any state of the United States;

(e) to facilitate the use of the book entry system (or any successor depository);

(f) to evidence the succession of a new Trustee or the appointment by the Trustee;

(g) to make any change that does not materially adversely affect the rights of any Bondholder;

(h) to close this Indenture against, or provide limitations and restrictions in addition to the limitations and restrictions contained in this Indenture on, the authentication and delivery of Bonds or the issuance of other evidences of indebtedness;

(i) to authorize a Series and, in connection therewith, specify and determine the matters and things referred to in Section 206 or Section 207 hereof, as the case may be, and also any other matters and things relative to such Bonds which are not contrary to or inconsistent with this Indenture as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first authentication and delivery of such Bonds;

(j) to confirm, as further assurance, the pledge under Section 204, and the subjection to any lien, claim or pledge created or to be created by, this Indenture;

(k) to facilitate the issuance of Bonds of any applicable Series to bear interest at the Variable Rate;

(l) to implement the covenants of the City as provided in Section 712 hereof and otherwise to facilitate the use of any Credit Facility; and

(m) to modify any of the provisions of this Indenture in any respect whatever, provided that (i) such modification shall be, and be expressed to be, effective only after all Bonds Outstanding at the date of the adoption of such Supplemental Indenture shall cease to be Outstanding, and (ii) such Supplemental Indenture shall be specifically referred to in the text of all Bonds of any Series authenticated and delivered after the date of the adoption of such Supplemental Indenture and of Bonds issued in exchange therefor or in place thereof.

Section 1002. With Consent Of Bondholders.

If an amendment or of supplement to this Indenture or the Bonds without any consent of Bondholders is not permitted by the preceding section, the City and the Trustee may enter into such amendment or supplement without notice to any Bondholders but with the consent of the holders of at least a majority in principal amount of the Bonds then Outstanding. However, without the consent of each Bondholder affected, no amendment or supplement may (a) extend the maturity of the principal of, or interest on, any Bond; (b) reduce the principal amount of, or rate of interest on, any Bond; (c) effect a privilege or

priority of any Bond or Bonds over any other Bond or Bonds; (d) reduce the percentage of the principal amount of the Bonds required for consent to such amendment or supplement; (e) impair the excludability of interest from the gross income of the owners thereof for federal income tax purposes; (f) create a lien ranking prior to or on a parity with the lien of this Indenture on the property described in the Granting Clause of this Indenture; or (g) deprive any Bondholder of the lien created by this Indenture on such property. In addition, if moneys or Governmental Obligations have been deposited or set aside with the Trustee pursuant to Article XI for the payment of Bonds and those Bonds shall not in fact have been actually paid in full, no amendment to the provisions of that Article shall be made without the consent of the holder of each of those Bonds affected.

Section 1003. Effect Of Consents.

After an amendment or supplement becomes effective, it will bind every Bondholder unless it makes a change described in any of the lettered clauses of the preceding section. In that case, the amendment or supplement will bind each Bondholder who consented to it and each subsequent holder of a Bond or portion of a Bond evidencing the same debt as the consenting holder's Bond.

Section 1004. Notation On Or Exchange Of Bonds.

If an amendment or supplement changes the terms of a Bond, the Trustee may require the holder to deliver it to the Trustee. The Trustee may place an appropriate notation on the Bond concerning the changed terms and return it to the holder. Alternatively, if the Trustee and the City determine, the City in exchange for the Bond shall issue and the Trustee shall authenticate a new Bond that reflects the changed terms.

Section 1005. Signing By Trustee Of Amendments And Supplements.

The Trustee shall sign any amendment or supplement to the Indenture or the Bonds authorized by this Article if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee. If it does, the Trustee may, but need not, sign it. In signing an amendment or supplement, the Trustee shall be entitled to receive and (subject to Section 901) shall be fully protected in relying on an opinion of Counsel stating that such amendment or supplement is authorized by this Indenture.

Section 1006. Notice To Bondholders.

The Trustee shall cause notice of the execution of each supplement or amendment to this Indenture to be mailed to the Bondholders. The notice shall, at the option of the Trustee, either (i) briefly state the nature of the amendment or supplement and that copies of it are

on file with the Trustee for inspection by Bondholders or (ii) enclose a copy of such amendment or supplement.

Article XI.

Discharge Of Indenture.

Section 1101. Bonds Deemed Paid; Discharge Of Indenture.

Any Bond shall be deemed paid for all purposes of this Indenture when (a) payment of the principal of, premium, if any, and interest on the Bond to the date due of such principal, premium, if any, and interest (whether at maturity, upon redemption or otherwise) (1) has been made in accordance with the terms of the Bonds or (2) has been provided for by depositing with the Trustee moneys sufficient to make such payment and/or Governmental Obligations maturing as to principal and interest (without reinvestment thereof) in such amounts and at such times as shall generate the availability of sufficient moneys to make such payment, and (b) all compensation and expenses of the Trustee pertaining to each Bond in respect of which such deposit is made have been paid or provided for to the Trustee's satisfaction. When a Bond is deemed paid, it shall no longer be secured by or entitled to the benefits of this Indenture or be an obligation of the City, except for payment from moneys or Governmental Obligations under (a)(2) above, except that any Bond may be transferred, exchanged, registered, discharged from registration or replaced as provided in Article III hereof.

Notwithstanding the foregoing, no deposit under clause (a)(2) of the first paragraph of this section shall be deemed a payment of a Bond until the City has furnished the Trustee an opinion of Bond Counsel stating that the deposit of such cash or Governmental Obligations will not cause the Bonds to become "arbitrage bonds" under Section 148 of the Code and (a) notice of redemption of the Bond is given in accordance with Article VI hereof or, if the Bond is not to be redeemed or paid within the next 60 days, until the City has given the Trustee, in form satisfactory to the Trustee, irrevocable instructions (i) to notify, as soon as practicable, the holder of the Bond, in accordance with Article VI hereof, that the deposit required by (a)(2) above has been made with the Trustee and that the Bond is deemed to be paid under this article and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of the Bond, and, if the Bond is to be redeemed rather than paid, (ii) to give notice of redemption as provided in Article VI hereof for such Bond or (b) the maturity of the Bond.

When all Outstanding Bonds are deemed paid under the foregoing provision of this section, the Trustee shall upon request acknowledge the discharge of the lien of this Indenture, provided, however, that the obligations under Article III hereof in respect of the transfer, exchange, registration, discharge from registration and replacement of Bonds shall survive the discharge of the lien of the Indenture.

No deposit will be made or accepted and no use made of any such deposit which would cause any Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code.

Section 1102. Application Of Trust Money.

The Trustee shall hold in trust moneys or Governmental Obligations deposited with it pursuant to the preceding section and shall apply the deposited money and the money from the Governmental Obligations in accordance with this Indenture only to the payment of principal of, premium, if any, and interest on the Bonds and to the payment of the purchase price of Bonds demanded to be purchased by holders.

Article XII.

Miscellaneous.

Section 1201. Notices.

(a) Except as otherwise provided herein, all notices, certificates or other communications hereunder shall be deemed given to the parties required hereunder to receive such notice, certificate or communication when mailed by registered mail, postage prepaid, addressed as follows:

If To The City:

City of Chicago
Office of Comptroller
Room 501, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: City Comptroller

With A Copy To:

City of Chicago
Department of Aviation
30th Floor
20 North Clark Street
Chicago, Illinois 60602
Attention: Commissioner of the
Department of Aviation

If To The Trustee:

Continental Bank,
National Association
Corporate Trust Division
7th Floor
231 South LaSalle Street
Chicago, Illinois 60604
Attention: Corporate Trust
Administration

The Trustee shall promptly notify any Rating Agency then rating the Bonds upon any change in Trustee, any supplement or amendment to this Indenture or the payment or provision for payment of any Bonds.

(b) In addition to the provisions of this Indenture:

(1) The Trustee shall notify Bondholders within 30 days of the occurrence of an Event of Default under Section 801 hereof or the occurrence of an event known to the Trustee which could lead to an event of default as a result of the passage of time or the giving of notice, or both, including any event that shall have occurred but shall not yet constitute an Event of Default by reason of any cure period provided herein; and

(2) Any Bondholder of \$1 Million or more in principal amount of the Bonds may request in writing that the Trustee send to such owner a copy of any notice of default or notice of redemption to an address in addition to the address of the Registered Owner thereof recorded on the registration books of the City.

For purposes of this paragraph (b), the term "Bondholder" shall include any person that is a beneficial owner of Bonds registered in the name of a depository institution as evidenced to the satisfaction of the Trustee.

Section 1202. Bondholders' Consents.

Any consent or other instrument required by this Indenture to be signed by Bondholders may be in any number of concurrent documents and may be signed by a Bondholder or by the holder's agent appointed in writing. Proof of the execution of such instrument or of the instrument appointing an agent and of the ownership of Bonds, if made in the following manner, shall be conclusive for any purposes of this Indenture with regard to any action taken by the Trustee under the instrument:

(a) The fact and date of a person's signing an instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within that jurisdiction that the person signing the writing

acknowledged before the officer the execution of the writing, or by an affidavit of any witness to the signing.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of such Bonds and the date of holding shall be proved by the registration books kept pursuant to this Indenture.

Any consent or other instrument shall be irrevocable and shall bind any subsequent owner of such Bond or any Bond delivered in substitution therefor.

Section 1203. Limitation Of Rights.

Nothing expressed or implied in this Indenture or the Bonds shall give any person other than the Trustee, City and the Bondholders any right, remedy or claim under or with respect to this Indenture.

Section 1204. Severability.

If any provision of this Indenture shall be determined to be unenforceable, that shall not affect any other provision of this Indenture.

Section 1205. Payments Due On Non-Business Days.

If a payment date is not a Business Day at the place of payment, then payment may be made at that place on the next Business Day, and no interest shall accrue for the intervening period.

Section 1206. Governing Law.

This Indenture shall be governed by and construed in accordance with the laws of the State.

Section 1207. Captions.

The captions in this Indenture are for convenience only and do not define or limit the scope or intent of any provision, article or section of this Indenture.

Section 1208. Counterparts.

This Indenture may be signed in several counterparts. Each shall be an original, but all of them together shall constitute the same instrument.

Section 1209. Immunity Of Officers, Employees, Agents And Members Of City Council Of City.

No recourse shall be had for the enforcement of any obligation, promise or agreement of the City contained in the International Terminal Use Agreements, this Indenture or in any Bond issued hereunder for any claim based thereon or otherwise in respect thereof, against any officer, employee or agent, or member of the City Council, as such, in his individual capacity, past, present or future, of the City or of any successor thereto, either directly or through the City or any successor thereto, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that this Indenture, the Bonds and the International Terminal Use Agreements, are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any officer, employee or agent, or member of the City Council, as such, past, present or future, of the City or of any successor thereto, either directly or through the City or any successor thereto, under or by reason of any of the obligations, promises or agreements entered into between the City and the International Terminal Airline Parties whether contained in the International Terminal Use Agreements, or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such officer, employee or agent, or member of the City Council, of the City is, by the execution of the International Terminal Use Agreements and this Indenture, and as a condition of, and as part of the consideration for, the execution of the International Terminal Use Agreements and this Indenture, expressly waived and released.

In Witness Whereof, The City of Chicago has caused these presents to be signed and sealed in its name and behalf by its duly authorized officers, and to evidence its acceptance of the trusts hereby created; Continental Bank, National Association has caused these presents to be signed and sealed in its name and behalf by its duly authorized signatories, all as of the first day of March, 1990.

[Signature forms omitted for printing purposes.]

Exhibits "A" and "B" attached to this Trust Indenture read as follows:

Exhibit "A".

Requisition Certificate -- Costs Of Issuance.

Exhibit "B".

Requisition Certificate -- Construction Account.

City Of Chicago

To

Continental Bank, National Association,

As Trustee.

First Supplemental Trust Indenture

Securing

Chicago-O'Hare International Airport,

International Terminal Special Revenue Bonds,

Series 1990A.

Supplementing a Master Trust Indenture securing Chicago-O'Hare International Airport International Terminal Special Revenue Bonds, dated as of March 1, 1990 between the City of Chicago and Continental Bank, National Association, as Master Trustee.

This First Supplemental Trust Indenture (this "Indenture") is dated as of March 1, 1990, and is from the City of Chicago (the "City"), a municipal corporation and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois, to Continental Bank, National Association, as Trustee (the "Trustee"), a national banking association duly organized, validly existing and duly authorized to accept and execute trusts of the character herein set forth under the laws of the United States, with its principal corporate trust office located at 231 South LaSalle Street.

Recitals:

Whereas, The City and the Trustee have entered into a Master Trust Indenture, dated as of March 1, 1990 (the "Master Indenture"); and

Whereas, Within the limitations of and in compliance with Article II of the Master Indenture, the City is authorized to issue one or more Series of Bonds (as defined in the Master Indenture); and

Whereas, The City has determined to issue a Series of Bonds pursuant to this Supplemental Indenture and the Master Indenture, the proceeds of which shall be used to pay the costs of the Project (as described in the Master Indenture); and

Whereas, The City has determined to secure payment of the principal of and interest on the Series of Bonds issued pursuant to this Supplemental Indenture and the Master Indenture, with a bond insurance policy issued by the Credit Provider (as defined below); and

Whereas, The Master Indenture provides that, in connection with the issuance of a Series of Bonds, the City shall execute and deliver to the Trustee a Supplemental Indenture governing the issuance of such Series of Bonds and setting forth the provisions thereof; and

Whereas, The City has taken all action necessary to cause the Series of Bonds issued pursuant to this Supplemental Indenture and the Master Indenture, when authenticated by the Trustee and issued by the City, valid and binding revenue obligations of the City and to constitute this Supplemental Indenture a valid and binding instrument for the authorization of and security for the Series of Bonds issued pursuant to this Supplemental Indenture and the Master Indenture; now, therefore,

This First Supplemental Indenture Witnesseth:

Article I.

Authority.

Section 101. Authority For This Supplemental Indenture.

This Supplemental Indenture is a Supplemental Indenture within the meaning of, and is executed pursuant to and in accordance with, the provisions of Article II and Article X of the Master Indenture and Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois.

Article II.

Definitions.

Section 201. Definitions.

(a) All capitalized terms used in this Supplemental Indenture that are not otherwise defined herein or in the preambles hereto shall have the meanings ascribed to such terms in the Master Indenture.

(b) As used in this Supplemental Indenture, unless the context shall otherwise require, the following terms shall have the meaning set forth below:

"Credit Provider" means _____.

"Escrow Agent" means the Trustee, as Escrow Agent under the Escrow Agreement.

"Escrow Agreement" means that certain Escrow Agreement dated the date hereof between the City and the Trustee, as Escrow Agent.

"Series 1990A Bonds" means the Bonds of the Series authorized to be issued by the Master Indenture and this Supplemental Indenture.

"Series 1990A Tax Agreement" means the Tax Exemption Certificate and Agreement, dated as of March 1, 1990, by and between the City and the Trustee.

Section 202. Interpretation.

The interpretation of this Supplemental Indenture, unless the context otherwise requires, shall be governed by the provisions of Section 101 of the Master Indenture, except that in this Supplemental Indenture (i) the terms "hereby," "hereof," "hereunder," "herein," and any similar terms used in this Supplemental Indenture refer to this Supplemental Indenture; (ii) the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of execution and delivery of this Supplemental Indenture; and (iii) Articles and Sections mentioned herein by number only are Articles and Sections of this Supplemental Indenture.

Article III.

Authorization, Terms, Issuance, And Form Of Series 1990A Bonds.

Section 301. Authorization Of Series 1990A Bonds, Maximum Principal Amount, Designation And Series.

(a) A Series of Bonds is hereby authorized to be issued pursuant to, in accordance with, and subject to the terms, conditions, and limitations established in the Master Indenture and this Supplemental Indenture. The aggregate principal amount of Series 1990A Bonds to be issued under this Supplemental Indenture shall be \$ _____. Such Series of Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series issued pursuant to the Master Indenture by the title "City of Chicago, Chicago-O'Hare International Airport, International Terminal Special Revenue Bonds, Series 1990A".

(b) The Series 1990A Bonds shall be in registered form and shall be dated March 1, 1990. The Series 1990A Bonds shall mature on the following dates, in the following principal amounts and shall bear interest from their date, or from the most recent date to which interest has been paid or duly provided for, until the principal amount is paid or duly provided for, beginning _____, _____ and semiannually thereafter on _____ and _____ in each year at the rate or rates per annum computed on the basis of a 360-day year consisting of twelve 30-day months, all as specified below:

Maturity Date	Principal Amount	Interest Rate
_____, 1996		
_____, 1997		
_____, 1998		
_____, 1999		
_____, 2000		

(c) The Series 1990A Bonds maturing on or after January 1, 2001 shall be subject to redemption prior to maturity at the option of the City, on or after January 1, 2000, in whole at any time or in part on any Payment Date, and if in part, in such order of maturity as the City shall determine and within any maturity by lot, upon notice as provided in Article VI of the Master Indenture, at the respective Redemption Prices (expressed as percentages of the principal amount of the Series 1990A Bonds to be so redeemed) set forth opposite such period in the following table, plus accrued interest, if any, to the date fixed for redemption:

Period (both dates inclusive)	Redemption Price
January 1, 19 ____, through December 31, 19 ____	%
January 1, 19 ____, through December 31, 19 ____	
January 1, 20 ____, and thereafter	

(d) The Series 1990A Bonds maturing on January 1, 2010 and January 1, 2018 respectively are subject to mandatory redemption, prior to maturity, in part, by lot, from mandatory Sinking Fund Payments that are required to redeem on January 1 of each year the principal amount of such Bonds specified below:

Series 1990A Bonds Maturing January 1, 2010.

Year	Amount	Year	Amount
2001	\$	2007	\$
2002		2008	
2003		2009	
2004		2010	
2005		(Maturity)	
2006			

Series 1990A Bonds Maturing January 1, 2018.

Year	Amount	Year	Amount
2011	\$	2016	\$
2012		2017	
2013		2018	
2014		(Maturity)	
2015			

No partial optional redemption of the Series 1990A Bonds shall reduce the principal amount of the Series 1990A Bonds to be redeemed by application of annual Sinking Fund Payments. Amounts accumulated in the Series 1990A Principal Account or any other amounts delivered to the Trustee for the payment of principal on the Series 1990A Bonds may, and if so directed by the City shall, be applied by the Trustee, on or before the _____ day preceding the Sinking Fund Payment Date, to the purchase of Series 1990A Bonds of the maturity for which such Sinking Fund Payment is to be made in an amount not exceeding that necessary to pay the principal of the Series 1990A Bonds due on such Payment Date. The purchase price paid by the Trustee (excluding accrued interest but including any brokerage and other charges) for any Series 1990A Bond purchased shall not exceed the Redemption Price of such Series 1990A Bond. Accrued interest payable on

any Series 1990A Bond purchased from moneys in the Series 1990A Principal Account shall be paid from amounts in the Series 1990A Interest Account. Any Series 1990A Bonds so purchased shall be cancelled and the applicable Redemption Price thereof shall be credited against the applicable Sinking Fund Payment due on the next Payment Date.

(e) The Series 1990A Bonds shall be payable, executed, authenticated, registrable, exchangeable and secured all as set forth in the Master Indenture and this Supplemental Indenture.

Section 302. Purposes.

Pursuant to Section 203 of the Master Indenture, the Series 1990A Bonds are being issued for the purpose of making the deposits set forth in Section 403 hereof.

Section 303. Denominations, Letters And Numbers.

The Series 1990A Bonds shall be issued in fully registered form without coupons in the denomination of \$5,000, or any integral multiple thereof, and each shall bear the identifying letter "R" followed by an Arabic numeral to be assigned to each, such numbers to be assigned consecutively from one upwards.

Section 304. Form Of Series 1990A Bonds And Certificate Of Authentication.

Subject to the provisions of the Master Indenture and this Supplemental Indenture, each Series 1990A Bond, the form of assignment thereof, and the certificate of authentication thereon shall be in substantially the forms set forth in Exhibit A attached hereto and by this reference made a part hereof with such insertions or variations as to any redemption or amortization provisions and such other insertions or omissions, endorsements and variations as may be required or permitted by this Supplemental Indenture or by the Master Indenture.

Section 305. Description Of The Project.

The Project shall be as more particularly described in the Series 1990A Tax Agreement.

Article IV.

*Application Of Proceeds Of Series 1990A
Bonds And Establishment Of Accounts.*

Section 401. Establishment And Designation Of Accounts.

(a) There is hereby established, to be held by the Trustee in connection with issuance of the Series 1990A Bonds, an Account within the Construction Fund established by the Master Indenture to be applicable to the Series 1990A Bonds and designated the "Series 1990A Costs of Issuance Account". Such Account shall be administered by the Trustee in accordance with the provisions of the Master Indenture. Investments in such Account shall be only in Investment Securities maturing in five years or less.

(b) There is hereby established, to be held by the Trustee in connection with the issuance of the Series 1990A Bonds, an Account within the Debt Service Reserve Fund established by the Master Indenture to be applicable to the Series 1990A Bonds and designated the "Series 1990A Debt Service Reserve Account". Such Account shall be administered by the Trustee in accordance with the provisions of the Master Indenture. Investments in such Account shall be only in Investment Securities maturing in five years or less.

(c) There is hereby established, to be held by the Trustee in connection with the issuance of the Series 1990A Bonds, an Account within the Construction Fund established by the Master Indenture to be applicable to the Series 1990A Bonds and designated the "Series 1990A Capitalized Interest Account". Such Account shall be administered by the Trustee in accordance with the provisions of the Master Indenture.

(d) There is hereby established, to be held by the Trustee in connection with the issuance of the Series 1990A Bonds, an Account within the Construction Fund established by the Master Indenture to be applicable to the Series 1990A Bonds and designated the "Series 1990A Construction Account". Such Account shall be administered by the Trustee in accordance with the provisions of the Master Indenture.

(e) There is hereby established, to be held by the Trustee in connection with the issuance of the Series 1990A Bonds, an Account within the Rebate Fund established by the Master Indenture to be applicable to the Series 1990A Bonds and designated the "Series 1990A Rebate Account". Such Account shall be administered by the Trustee and funded by the City in accordance with the provisions of the Series 1990A Tax Agreement.

(f) There is hereby established, to be held by the Trustee in connection with the issuance of the Series 1990A Bonds, an Account within the Bond Fund established by the Master Indenture to be applicable to the Series 1990A Bonds and designated "Series 1990A Principal Account". Such Account shall be administered by the Trustee in accordance with the provisions of the Master Indenture. (g) There is hereby established, to be held by the Trustee in connection with the issuance of the Series 1990A Bonds, an Account within the

Bond Fund established by the Master Indenture to be applicable to the Series 1990A Bonds and designated "Series 1990A Interest Account". Such Account shall be administered by the Trustee in accordance with the provisions of the Master Indenture.

(h) There is hereby established, to be held by the Trustee in connection with the issuance of the Series 1990A Bonds, an Account within the Bond Fund established by the Master Indenture to be applicable to the Series 1990A Bonds and designated the "Series 1990A Credit Facility Account". Such Account shall be administered by the Trustee in accordance with the provisions of the Master Indenture and the Credit Facility.

(i) There is hereby established, to be held by the Trustee in connection with the issuance of the Series 1990A Bonds, an Account within the Bond Fund established by the Master Indenture to be applicable to the Series 1990A Bonds and designated the "Series 1990A Redemption Account". Such Account shall be administered by the Trustee in accordance with the provisions of the Master Indenture.

Section 402. Application Of Proceeds Of Series 1990A Bonds.

The proceeds of the Series 1990A Bonds shall be applied for the purposes set forth in Section 302 hereof in the manner provided in this Article.

Section 403. Deposits.

Upon receipt of the proceeds of the sale of the Series 1990A Bonds:

(a) There shall be deposited in the Bond Fund and immediately transferred to the Escrow Agent the amount of \$ _____ for the funding of the escrow deposits provided for under the Escrow Agreement.

(b) There shall be deposited \$ _____ in the Series 1990A Costs of Issuance Account in the Construction Fund.

(c) There shall be deposited \$ _____ in the Series 1990A Debt Service Reserve Account in the Debt Service Reserve Fund.

(d) There shall be deposited \$ _____ representing capitalized interest, in the Series 1990A Capitalized Interest Account in the Construction Fund.

(e) There shall be deposited \$ _____ in the Series 1990A Credit Facility Account in the Bond Fund.

(f) There shall be deposited \$ _____ representing the balance of the proceeds of the Series 1990A Bonds, in the Series 1990A Construction Account.

Section 404. Redemption Of Series 1989A Bonds.

The City shall irrevocably instruct Harris Trust and Savings Bank, as trustee for the Series 1989A Bonds, to provide notice of redemption of the Series 1989A Bonds that are to be redeemed prior to maturity on the date specified in the Escrow Agreement, such notice to be in the form and manner as set forth in the Escrow Agreement.

Article V.

*Special Provisions Relating To Credit Facility.
(To Be Revised Pursuant To Specific
Requirements Of Credit Provider)*

Section 501. Designation Of Credit Provider.

The City hereby designates _____ to serve as Credit Provider in connection with the Series 1990A Bonds.

Section 502. Payments Pursuant To Credit Facility.

(a) To the extent that the Credit Provider makes payment of the principal of or interest on the Series 1990A Bonds, it shall become the owner of such Series 1990A Bonds or the rights to the payments of interest to the extent of such payments and shall be fully subrogated to all of the owners' rights thereunder, including the rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims for past due interest, the Trustee shall note the Credit Provider's rights as subrogee on the registration books of the City maintained by the Trustee upon receipt of proof from the Credit Provider as to payment of interest thereon to the registered owners of the Series 1990A Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Trustee shall note the Credit Provider's rights as subrogee on the registration books of the City maintained by the Trustee upon surrender of the Series 1990A Bonds by the registered owners thereof to the Trustee.

(b) In the event that the principal of and/or interest on the Series 1990A Bonds shall be paid by the Credit Provider pursuant to the terms of the Credit Facility, (i) such Series 1990A Bonds shall continue to be Outstanding under the Master Indenture, (ii) the assignment and pledge of the Trust Estate and all covenants, agreements and other obligations of the City to the registered owners shall continue to exist, and the Credit Provider shall be fully subrogated to all of the rights of such owners in accordance with the terms and conditions of subparagraph (a) above and the Credit Facility, and (iii) the City shall reimburse the Credit Provider for the amounts paid by the Credit Provider under the Credit Facility, and, to the extent permitted by law, shall pay interest to the Credit

Provider on amounts so paid by the Credit Provider at _____.
Amounts paid to the Credit Provider as Bondholder and subrogee shall, to the extent of such payment, be credited against the amounts to be paid to the Credit Provider pursuant to clause (iii).

(c) Upon payment to the Credit Provider of all amounts due under this section, the parties shall be restored to their positions as originally set forth in this Supplemental Indenture.

Article VI.

Sale Of Series 1990A Bonds.

Section 601. Sale Of Series 1990A Bonds.

(a) The City hereby grants authority to the Executive Officer to execute and deliver a Contract of Purchase with underwriters, providing for the sale of the Series 1990A Bonds.

(b) The aggregate purchase price of the Series 1990A Bonds and the interest rate or rates payable thereon shall be as set forth in such Contract of Purchase.

(c) To evidence the exercise of the authority delegated to the Executive Officer to execute and deliver the Contract of Purchase, the Executive Officer shall file with the Trustee a signed copy of the Contract of Purchase which Contract of Purchase shall constitute conclusive evidence of the proper exercise of such authority.

Article VII.

Book Entry Provisions.

Section 701. Designation.

The City hereby designates Midwest Securities Trust Company, Chicago, Illinois ("M.S.T.C.") to act as Book Entry Depository in connection with the Series 1990A Bonds.

Section 702. Representation Letter.

The representation letter in substantially the form attached as Exhibit B shall be executed and delivered on behalf of the City by an Executive Officer with such changes as shall be approved by such Executive Officer.

Section 703. Certificates.

Initially, one bond certificate for each maturity shall be issued to M.S.T.C., and immobilized in its custody. So long as M.S.T.C. is acting as securities depository for the Series 1990A Bonds, a book entry system shall be employed, evidencing ownership of the Series 1990A Bonds in principal amounts of \$5,000 or integral multiples thereof, with transfers of ownership effected on the records of M.S.T.C. and its participants pursuant to rules and procedures established by M.S.T.C. and its participants. Interest on the Series 1990A Bonds shall be payable in clearing house funds of M.S.T.C. or its nominee as registered owner of the Series 1990A Bonds. Transfer of principal and interest payments to participants of M.S.T.C. shall be the responsibility of M.S.T.C.; transfer of principal and interest payments to beneficial owners by participants of M.S.T.C. shall be the responsibility of such participants and other nominees of beneficial owners. The City and the Trustee shall not be responsible or liable for maintaining, supervising or reviewing the records maintained by M.S.T.C., its participants or persons acting through such participants.

Section 704. Substitution.

In the event that (a) M.S.T.C. determines not to continue to act as securities depository for the Series 1990A Bonds, (b) the City determines that continuation of the book entry system of evidence and transfer of ownership of the Series 1990A Bonds would adversely affect the interests of the beneficial owners of the Series 1990A Bonds, or (c) the Liquidity Provider pays any amount under its Liquidity Facility and requests that the City discontinue such book entry system with M.S.T.C., the City shall discontinue the book entry with M.S.T.C. If the City fails to identify another qualified securities depository to replace M.S.T.C., the Trustee shall authenticate and deliver replacement Series 1990A Bonds in the form of fully registered certificates, and registration of transfer of the Series 1990A Bonds shall be permitted as described in the Master Indenture.

Section 705. Payments.

So long as M.S.T.C. is the securities depository for the Series 1990A Bonds, all payments of principal of, premium, if any, or interest on the Series 1990A Bonds shall be made to Kray & Co., as nominee of M.S.T.C.

Section 706. Transfers Of Ownership.

So long as M.S.T.C. is the securities depository for the Series 1990A Bonds, transfers of ownership and exchanges shall be effected on the records of M.S.T.C. and its participants pursuant to rules and procedures established by M.S.T.C. and its participants.

Section 707. Notice Of Redemption.

Notice of redemption of Series 1990A Bonds shall be given in the manner set forth in the Master Indenture; provided, however, that such notice shall be given to at least two information services of national recognition which disseminate redemption information with respect to tax-exempt securities.

During the period that M.S.T.C. or its nominee is the registered owner of the Series 1990A Bonds, notices shall be sent to M.S.T.C. or its nominee. The Trustee shall not be responsible for mailing notices of redemption to anyone other than M.S.T.C. or its nominee and the Liquidity Provider or its nominee, unless no qualified securities depository is the registered owner of the Series 1990A Bonds. If no qualified securities depository is the registered owner of the Series 1990A Bonds, notice of redemption shall be mailed as provided in the Master Indenture.

Any notice of or with respect to redemption of Series 1990A Bonds shall also be sent to the Liquidity Provider at the same time and in the same manner that such notice is sent to owners of the Series 1990A Bonds (or to M.S.T.C. or its nominee if M.S.T.C. or its nominee is the registered owner of all the Series 1990A Bonds).

Article VIII.

Related Documents.

Section 801. Escrow Agreement; Series 1990A Tax Agreement.

The City covenants and agrees to make the representations and warranties contained in, and to comply in all respects with the covenants set forth in, the Series 1990A Tax Agreement and the Escrow Agreement.

Article IX.

General.

Section 901. Paying Agent.

Pursuant to Section 909 of the Master Indenture, the Trustee is hereby appointed as a Paying Agent for the Series 1990A Bonds.

Section 902. Supplements Or Amendments To Supplemental Indenture.

This Supplemental Indenture may be supplemented or amended in the manner set forth in Article X of the Master Indenture.

Section 903. Supplemental Indenture As Part Of Master Indenture.

This Supplemental Indenture shall be construed in connection with and as a part of the Master Indenture, and all terms, conditions, and covenants contained in the Master Indenture, except as herein modified, or as limited by Article III hereof, shall apply and be deemed to be for the benefit, security and protection of the Series 1990A Bonds.

Section 904. Severability.

If any provision of this Supplemental Indenture shall be determined to be unenforceable, that shall not affect any other provision of this Supplemental Indenture.

Section 905. Additional Notices.

Copies of all notices, certificates, or other communication given to the State or the Trustee pursuant to the requirements of the Master Indenture or this Supplemental Indenture, at the addresses set forth in Section 1201 of the Master Indenture, shall be given to any Paying Agent and to the Liquidity Provider at the same time and in the same manner.

Section 906. Counterparts.

This Supplemental Indenture may be signed in several counterparts. Each shall be an original, but all of them together shall constitute the same instrument.

Section 907. Captions.

The captions in this Supplemental Indenture are for convenience only and do not define or limit the scope or intent of any provision, Article or Section of this Supplemental Indenture.

Section 908. Governing Law.

This Supplemental Indenture shall be governed by and construed in accordance with the laws of the State.

In Witness Whereof, The City of Chicago has caused these presents to be signed and sealed in its name and behalf by its duly authorized officers, and to evidence its acceptance of the trusts hereby created, Continental Bank, National Association has caused these presents to be signed and sealed in its name and behalf by its duly authorized signatories, all as of the first day of _____, 1990.

[Signature forms omitted for printing purposes.]

Exhibits "A" and "B" attached to this First Supplemental Trust Indenture read as follows:

Exhibit "A".

[Form Of Bond]

[Form Of Face Of Bond]

Registered

Number R-_____

Registered

\$_____

Interest Rate: Maturity Date: Dated Date: C.U.S.I.P.:

Registered Owner:

Principal Amount:

City Of Chicago

Chicago-O'Hare International Airport

International Terminal Special Revenue Bond, Series 1990A.

The City of Chicago (the "City"), a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois, for value received, hereby promises to pay, from the sources and in the manner hereinafter provided, to the Registered Owner identified above or registered assigns, upon presentation and surrender of this Bond, the Principal Amount identified above on the Maturity Date identified above, unless redeemed prior thereto as hereinafter provided, and to pay the Registered Owner hereof interest thereon from the Dated Date identified above to the Maturity Date or earlier redemption of this Bond, at the Interest Rate identified above payable on _____ 1, 1990 and semiannually thereafter on each _____ 1 and _____ 1 until the City's obligation with respect to the payment of such Principal Amount shall be discharged, at the principal corporate trust office in the City of Chicago, State of Illinois of the Trustee hereinafter mentioned. Principal and redemption premium, if any, of and interest on this Bond are payable in lawful money of the United States of America.

This Bond is one of a duly authorized issue of bonds of the City designated as its "Chicago-O'Hare International Airport, International Terminal Special Revenue Bonds" (the "Bonds") issued and to be issued in various series under and pursuant to Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, the Master Trust Indenture dated as of March 1, 1990 between the Trustee and the City (the "Master Indenture") and the First Supplemental Indenture dated as of March 1, 1990 between the Trustee and the City (the "Supplemental Indenture") authorizing the issuance of such Series (the Master Indenture and the Supplemental Indenture are together referred to herein as the "Indenture").

The Bonds are limited obligations of the City payable solely from Special Revenues (as defined in the Indenture) and certain other moneys and securities held by the Trustee and are entitled to the pledge under the Indenture of all Special Revenues and all moneys and securities held or set aside or to be held or set aside pursuant to the Indenture, including amounts derived pursuant to the Credit Facility (as defined in the Indenture), subject only to the provisions of the Indenture requiring or permitting the payment, setting apart or appropriation thereof for or for the purposes and on the terms, conditions, priorities and order set forth therein.

The Bonds and the interest thereon do not constitute an indebtedness or a loan of the credit of the City within the meaning of any constitutional or statutory limitation, and neither the full faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision thereof is pledged to the payment of the principal and premium, if any, of, and interest on, the Bonds.

As provided in the Indenture, Bonds may be issued from time to time pursuant to supplemental indentures in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture. The aggregate principal amount of Bonds which may be issued pursuant to the Indenture is not limited and all Bonds issued and to be issued pursuant to the Indenture are and will be equally secured by the pledges and covenants made therein, except as otherwise expressly provided or permitted in the Indenture.

This Bond is one of a series of Bonds designated "Series 1990A Bonds" (the "Series 1990A Bonds"), issued in the aggregate principal amount of \$_____ pursuant to the Indenture, for purposes authorized by the Indenture. Copies of the Indenture are on file at the Office of the City Clerk and at the principal corporate trust office of Continental Bank, National Association in the City of Chicago, State of Illinois, as trustee under the Indenture, or its successor as Trustee (the "Trustee") and reference to the Indenture and any and all supplemental indentures thereto and modifications and amendments thereof is made for a description of the pledges and covenants securing the Series 1990A Bonds, the nature, extent and manner of enforcement of such pledges, the rights and remedies of the registered owners of the Series 1990A Bonds with respect thereto and the terms and conditions upon which Bonds are issued and may be issued thereunder.

To the extent and in the manner permitted by the terms of the Indenture or any indenture amendatory thereof or supplemental thereto, may be modified or amended by the City with the written consent of the holders of at least a majority in principal amount of the Bonds then Outstanding. However, without the consent of each Bondholder affected, no amendment or supplement may (a) extend the maturity of the principal of, or interest on, any Bond; (b) reduce the principal amount of, or rate of interest on, any Bond; (c) effect a privilege or priority of any Bond or Bonds over any other Bond or Bonds; (d) reduce the percentage of the principal amount of the Bonds required for consent to such amendment or supplement; (e) impair the excludability of interest from the gross income of the owners thereof for federal income tax purposes; (f) create a lien ranking prior to or on a parity with the lien of the Indenture on the property described in the granting clauses of the Indenture; or (g) deprive any Bondholder of the lien created by the Indenture on such property. In addition, if moneys or Governmental Obligations have been deposited or set aside with the Trustee pursuant to Article XI of the Master Indenture for the payment of the Bonds and those Bonds shall not have in fact been actually paid in full, no amendment to the provisions of that Article shall be made without the consent of the holder of each of those Bonds affected.

Reference Is Hereby Made To The Further Provisions Of This Bond Set Forth On The Reverse Hereof, Which Further Provisions Shall For All Purposes Have The Same Effect As If Set Forth Here.

It Is Hereby Certified, Recited And Declared, That all acts, conditions and things required by the constitution and statutes of the State of Illinois and the Indenture to exist, to have happened and to have been performed precedent to and in the issuance of this Series 1990A Bond, exist, have happened and have been performed in due time, form and manner as required by law and that the issue of the Series 1990A Bonds, together with all other indebtedness of the City, is within every debt and other limit prescribed by law.

In Witness Whereof, The City of Chicago has caused this Series 1990A Bond to be executed in its name by the manual or facsimile signature of its Mayor and its corporate seal (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon, and attested by the manual or facsimile signature of its City Clerk, all as of the date first above written.

City Of Chicago

By: _____
Mayor

(Seal)

Attest:

By: _____
City Clerk

[Form Of Certificate Of Authentication]

Certificate Of Authentication.

Date Of Authentication:

This Bond is one of the Bonds described in the within-mentioned Indenture and is one of the City of Chicago, Chicago-O'Hare International Airport, International Terminal Special Revenue Bonds, Series 1990A.

Continental Bank, National Association
as Trustee.

By: _____
Authorized Signatory

[Form Of Back Of Bond]

This Bond is transferable as provided in the Indenture, only upon the books of the City kept for that purpose at the principal corporate trust office of the Trustee, by the Registered Owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or such duly authorized attorney. Upon the surrender for registration of transfer hereof, the City shall execute and the Trustee shall authenticate a new Series 1990A Bond or Bonds registered in the name of the transferee of the same aggregate principal amount, maturity and interest rate as the surrendered Series 1990A Bond. The City and the Trustee may treat and consider the person in whose name this Series 1990A Bond is registered as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever.

The Series 1990A Bonds are issuable in the form of registered Bonds in the denomination of \$5,000, or any integral multiple thereof. Upon the payment of the charges, if any, Series 1990A Bonds, upon surrender thereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the Registered Owner or his attorney duly authorized in writing, may, at the option of the Registered Owner thereof, be exchanged for an equal aggregate principal amount of Series 1990A Bonds of any other authorized denominations, of the same maturity.

The Series 1990A Bonds maturing on _____ 1, ____, and on _____ 1, _____, respectively, are subject to mandatory redemption prior to maturity, in part, by lot, as provided in the Indenture from mandatory Sinking Fund Payments, on _____ 1, in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

Series 1990A Bonds	
Due	,
Year	Amount

Series 1990A Bonds	
Due	,
Year	Amount

2001 \$

2011 \$

Series 1990A Bonds

Series 1990A Bonds

Due Year	, Amount	Due Year	, Amount
2002		2012	
2003		2013	
2004		2014	
2005		2015	
2006		2016	
2007		2017	
2008		2018	
2009		(Maturity)	
2010			
(Maturity)			

No partial optional redemption of the Series 1990A Bonds shall reduce the principal amount of the Series 1990A Bonds to be redeemed by application of annual Sinking Fund Payments. Amounts accumulated in the Series 1990A Principal Account or any other amounts delivered to the Trustee for the payment of principal on the Series 1990A Bonds may, and if so directed by the City shall, be applied by the Trustee, on or before the _____ day preceding the Sinking Fund Payment Date, to the purchase of Series 1990A Bonds of the maturity for which such Sinking Fund Payment is to be made in an amount not exceeding that necessary to pay the principal of the Series 1990A Bonds due on such Payment Date. The purchase price paid by the Trustee (excluding accrued interest but including any brokerage and other charges) for any Series 1990A Bond purchased shall not exceed the Redemption Price of such Series 1990A Bond. Accrued interest payable on any Series 1990A Bond purchased from moneys in the Series 1990A Principal Account shall be paid from amounts in the Series 1990A Interest Account. Any Series 1990A Bonds so purchased shall be cancelled and the applicable Redemption Price thereof shall be credited against the applicable Sinking Fund Payment due on the next Payment Date.

The Series 1990A Bonds are subject to redemption prior to maturity at the option of the City, on or after _____, _____, in whole at any time or in part on any interest payment date, and if in part in such order as the City shall determine and within any maturity by lot, upon notice as provided in Article VI of the Master Indenture, at a redemption price (expressed as a percentage of the principal amount of the Series 1990A Bonds to be so redeemed) set forth opposite such period in the following table, plus accrued interest, if any, to the date fixed for redemption:

Period
(both dates
inclusive)

Redemption
Price
%

_____, 19____, through _____, 19____

_____, 19____, through _____, 19____

_____, 20____, and thereafter

In the event that any or all of the Series 1990A Bonds are to be redeemed, notice of such redemption shall be given by the Trustee by mailing a copy of such redemption notice by registered or first class mail or overnight delivery at least 30 days prior to the date fixed for redemption to the Registered Owner of each Series 1990A Bond to be redeemed in whole or in part at the address shown on the registration books. Notice of redemption having been given, the Series 1990A Bonds or portions thereof so called for redemption shall become due and payable on the redemption date so designated at the applicable redemption price herein provided, plus interest accrued and unpaid to the redemption date, and from and after the redemption date so designated, interest on the Series 1990A Bonds, or portions thereof so called for redemption, shall cease to accrue and become payable to the holders or Registered Owners entitled to payment thereof on such redemption.

No recourse shall be had for the payment of the principal or redemption price of or interest on the Bonds or for any claim based thereon or on the Indenture against any officer or employee of the City or any natural person executing the Bonds.

This Bond shall not be entitled to any security or benefit under the Indenture or be valid or become obligatory for any purpose, unless the certificate of authentication hereon has been duly executed by the Trustee.

[Form Of Assignment]

Assignment.

For value received the undersigned hereby sells, assigns, and transfers _____ the within Chicago-O'Hare International Airport, International Terminal Special Revenue Bond, Series 1990A and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney to

transfer such Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Notice: The signature to this assignment must correspond with the name as it appears upon the face of such Bond in every particular, without alteration or enlargement or any change whatever.

Exhibit "B".

Representation Letter.

Tax Exemption Certificate And Agreement

By And Between

City Of Chicago, Illinois

And

Continental Bank, National Association,

As Trustee.

\$ _____

City Of Chicago, Illinois

Chicago-O'Hare International Airport

International Terminal Special Revenue Bonds

Series 1990A.

The undersigned are, respectively, the duly qualified City Comptroller of the City of Chicago, Illinois (the "City") and an authorized officer of Continental Bank, National Association, as bond trustee (the "Trustee"). As City Comptroller, Walter K. Knorr is charged, with others, with the responsibility for executing and delivering the \$_____ City of Chicago, Illinois, Chicago-O'Hare International Airport, International Terminal Special Revenue Bonds, Series 1990A (the "Series 1990A Bonds") on the date hereof. The Series 1990A Bonds are being issued pursuant to the Master Trust Indenture from the City of Chicago to Continental Bank, National Association, as trustee, dated as of March 1, 1990 (the "Master Indenture") and the First Supplemental Trust Indenture from the City of Chicago to Continental Bank, National Association, as trustee, dated March 1, 1990 (the "First Supplemental Indenture"). Capitalized terms used herein, and not defined herein, shall have the meanings given to them in the Master Indenture or the First Supplemental Indenture (together, the "Indentures").

One purpose of executing this Tax Exemption Certificate and Agreement (the "Tax Agreement") is to set forth various facts regarding the Series 1990A Bonds and to establish the expectations of the City as to future events regarding the Series 1990A Bonds and the use of the Series 1990A Bond proceeds. The certifications and representations made herein are intended, and may be relied upon, as a certification described in Section 1.103-13(a)(2)(ii) of the Regulations. The City Comptroller has investigated the facts, estimates and circumstances in existence on the date of issuance of the Series 1990A Bonds. Such facts, estimates and circumstances, together with the City's reasonable expectations as to future events, are set forth in summary form in this Tax Agreement. To the best knowledge and belief of the City Comptroller, such facts, estimates and circumstances are true, correct and complete, and the City's expectations as to future events, which are based on those facts, estimates and circumstances, are in all respects reasonable. Any statements in this Tax Agreement involving future events, whether or not so stated, are intended to be considered as expectations of the City, and not as representations of facts. Legal references and conclusions herein are based upon discussions with Winston & Strawn, bond counsel with respect to the issuance of the Series 1990A Bonds.

On the basis of the facts, estimates, circumstances and reasonable expectations set forth herein, it is not expected that the proceeds of the Series 1990A Bonds will be used in a manner that would cause the Series 1990A Bonds to be arbitrage bonds within the meaning of the Code and the Regulations. The certifications, representations, covenants and agreements contained herein are made on behalf of the City and the Trustee for the benefit of the owners of the Series 1990A Bonds.

Article I.

Non-Arbitrage Certifications.

The undersigned hereby certifies on behalf of the City the following:

1. In General.

1.1. Purpose of the Series 1990A Bonds. The Series 1990A Bonds are being issued and will be used to (a) pay a portion of the costs of acquiring, constructing and equipping the Project (including capitalized interest) as described in detail in Exhibit A hereto, (b) establish and fund the Series 1990A Debt Service Reserve Account, (c) refund the Series 1989A Bonds (which had been issued to provide interim financing for certain Project design costs), and (d) pay the Costs of Issuance of the Series 1990A Bonds. No portion of the Series 1990A Bonds is being issued solely for the purpose of investing the proceeds thereof at a yield which exceeds the yield on the Series 1990A Bonds.

1.2. Replacement. The City does not have on hand any funds that are restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, for the purposes for which the Series 1990A Bonds are being issued which, instead of being used for such purposes, will now be invested at a yield in excess of the yield on the Series 1990A Bonds.

2. Sources And Uses Of Funds.

2.1. Sources of Funds. The City will receive upon the sale of the Series 1990A Bonds \$ _____, representing the par amount of the Series 1990A Bonds of \$ _____, plus accrued interest of \$ _____. In addition to the proceeds of the Series 1990A Bonds, the City will have available to it for the payment of Project costs (a) \$73,400,000 of the proceeds of the City's outstanding General Airport Revenue Bonds, (b) \$7,000,000 contributed by United Airlines and (c) federal grants of \$22,100,000.

2.2. Application of Series 1990A Bond Proceeds. Proceeds of the Series 1990A Bonds, excluding earnings attributable to the investment thereof, are to be applied as follows:

Series 1990A Construction Account	\$ _____
Series 1990A Debt Service Reserve Account	_____
Series 1990A Capitalized Interest Account	_____
Series 1990A Costs Of Issuance Account.	_____
Escrow Fund	\$10,000,000
Total Use Of Proceeds.	\$ _____

2.3. Investment Earnings. According to Exhibit B hereto, the City estimates that earnings attributable to the investment of proceeds of the Series 1990A Bonds in the Construction Fund and the Series 1990A Debt Service Reserve Account prior to the Completion Date will be \$_____. That amount will be retained in or transferred to the Construction Fund and used to pay a portion of the Project costs. Such estimated total amount of investment income available to pay Project costs has been calculated on the basis of an expected overall investment rate of _____% per annum and by assuming that (a) amounts in the Construction Fund will be drawn down in accordance with the schedule contained in Exhibit B and (b) earnings attributable to the investment of amounts on deposit in the Series 1990A Debt Service Reserve Account prior to the Completion Date will be transferred to the Series 1990A Construction Account. The foregoing assumptions represent the City's best estimate, as of this date, of the drawdown schedule of the amounts in the Construction Fund and the amount of expected investment earnings.

3. Flow Of Funds.

3.1. Listing of Funds. (a) The Master Indenture and the First Supplemental Indenture provide for the creation of the following funds and accounts relevant to the Series 1990A Bonds:

(i) the Construction Fund, within which are the Series 1990A Construction Account, the Series 1990A Costs of Issuance Account and the Series 1990A Capitalized Interest Account;

(ii) the Debt Service Reserve Fund, within which is the Series 1990A Debt Service Reserve Account;

(iii) the Special Revenue Fund;

(iv) the Bond Fund, within which are the Series 1990A Principal Account, the Series 1990A Interest Account, the Series 1990A Redemption Account and the Series 1990A Credit Facility Account;

(v) the Expense Fund; and

(vi) the Rebate Fund, within which is the Series 1990A Rebate Account.

(b) The Escrow Agreement provides for the creation of the Escrow Fund.

3.2. Description and Flow of Funds. (a) Amounts in the Series 1990A Construction Account are to be used to pay the Project costs described in Exhibit A. Earnings attributable to the investment of such amounts shall be retained in such Account. Subsequent to Closing, and prior to the Completion Date, certain excess amounts held in

the Series 1990A Debt Service Reserve Account and the Series 1990A Costs of Issuance Account, if any, may be transferred to the Series 1990A Construction Account as described below. Any amounts remaining on deposit in the Series 1990A Construction Account on the Completion Date are to be transferred to the Series 1990A Redemption Account of the Bond Fund.

(b) Amounts in the Series 1990A Costs of Issuance Account are to be used to pay the costs of issuing the Series 1990A Bonds. Although such amounts are expected to be expended at Closing and therefore should not be invested, any earnings attributable to the investment of moneys in the Series 1990A Costs of Issuance Account will be retained in such Account. Any balance remaining in the Series 1990A Costs of Issuance Account twelve (12) months after Closing will be transferred to the Series 1990A Construction Account.

(c) Amounts in the Series 1990A Capitalized Interest Account are to be used to pay interest due on the Series 1990A Bonds prior to the anticipated Completion Date. Earnings attributable to the investment of such amounts shall be retained in such Account. The amount deposited in the Series 1990A Capitalized Interest Account, together with the anticipated investment earnings, do not exceed the amount of interest expected to be paid on the Series 1990A Bonds prior to the Completion Date.

(d) Amounts in the Series 1990A Debt Service Reserve Account are available to be used by the City for the payment of debt service with respect to the Series 1990A Bonds in the event amounts otherwise available under the Indentures for such purpose are insufficient. The amount deposited in the Series 1990A Debt Service Reserve Account does not exceed: (a) the Series Debt Service Reserve Fund Requirement for the Series 1990A Bonds; (b) maximum annual debt service with respect to the Series 1990A Bonds; (c) 125% of average annual debt service with respect to the Series 1990A Bonds; or (d) 10% of the proceeds of the Series 1990A Bonds. Smith Barney, Harris Upham & Co. Incorporated (the "Underwriter") has stated in its letter attached hereto as Exhibit C that funding and maintenance of the Series 1990A Debt Service Reserve Account at an amount equal to the Series Debt Service Reserve Fund Requirement is necessary to successfully market the Series 1990A Bonds and that reserve funds similar to the Series 1990A Debt Service Reserve Account are customarily used in connection with the issuance of tax-exempt bonds which are comparable to the Series 1990A Bonds. Accordingly, the Debt Service Reserve Fund constitutes a reasonably required reserve fund for purposes of Section 1.103-14(d) of the Regulations.

(e) All Special Revenues collected by the City are to be promptly deposited in the Special Revenue Fund. A portion of the amounts so deposited are thereafter transferred to the Bond Fund and the Expense Fund and, if necessary, the Series 1990A Debt Service Reserve Account, in accordance with the terms of the Indentures. The Indentures generally require, in effect, that the Special Revenue Fund maintain a balance at least equal to 25% of Annual Debt Service following the transfers described in the preceding sentence.

(f) Amounts in the Series 1990A Principal Account and the Series 1990A Interest Account of the Bond Fund are to be used to pay, respectively, the principal and interest due with respect to the Series 1990A Bonds. Amounts in the Series 1990A Redemption Account are to be used to redeem outstanding Series 1990A Bonds.

(g) Any payments by the Credit Provider under the terms of the Credit Facility are to be deposited in the Series 1990A Credit Facility Account and thereafter used to pay principal and interest with respect to the Series 1990A Bonds. In that event, amounts on deposit in the Series 1990A Principal Account and Series 1990A Interest Account would be paid to the Credit Provider in accordance with terms of the applicable Reimbursement Agreement.

(h) Earnings attributable to the investment of amounts on deposit in any of the accounts in the Bond Fund are to be retained in such accounts.

(i) Each of the accounts in the Bond Fund, and that portion of the Special Revenues deposited to the Special Revenue Fund to be transferred to the Bond Fund, is used primarily to achieve a proper matching of revenues with debt service payments on the Series 1990A Bonds and is expected to be depleted at least once a year, except for a reasonable carry over amount not to exceed the greater of (i) one year's earnings, in the aggregate, on the investment of such amounts or (ii) one-twelfth (1/12) of the annual debt service on the Series 1990A Bonds. It is expected that any moneys deposited in such accounts, and such portion of the Special Revenue Fund, will be spent within the 13-month period beginning on the earlier of the date of deposit therein or the date of deposit in the Special Revenue Fund and that earnings attributable to the investment of such moneys will be spent within a one year period beginning on the date of receipt of such earnings.

(j) Amounts in the Expense Fund are to be used for the payment of Administrative Expenses. Such amounts will be derived entirely from Special Revenues.

(k) The Series 1990A Rebate Account has been established to facilitate compliance with the arbitrage rebate requirement set forth in Section 148(f) of the Code. Such Account is required to be administered in accordance with this Tax Agreement.

(l) The Escrow Fund is created and funded pursuant to the Escrow Agreement and is to be used to provide funds to redeem the entire outstanding amount of Series 1989A Bonds on April 4, 1990. Any earnings attributable to the investment of the proceeds of the Series 1990A Bonds in the Escrow Fund from Closing to the redemption date will be transferred on that date to the Series 1990A Construction Account of the Construction Fund to be used to pay a portion of the Project costs.

3.3 No Other Pledged Funds. Other than the foregoing funds and accounts, no funds or accounts, have been or are expected to be established to pay, directly or indirectly, and no moneys or property have been or are expected to be accumulated which are pledged, or the use of which is legally required to be or otherwise restricted, directly or indirectly, to the payment of (a) principal or interest on the Series 1990A Bonds, or (b) any obligations arising under the Reimbursement Agreement with respect to the Credit Facility. The City does not reasonably expect to create any such fund or account in the future.

4. Temporary Period.

4.1 Binding Contract. The City has entered into binding contracts or commitments

obligating it to spend, or under which it has spent, at least \$100,000 for acquiring, constructing and equipping the Project.

4.2. Due Diligence. It is expected that the work of acquiring, constructing and equipping the Project will proceed from the date hereof with due diligence to completion. None of the litigation disclosed in the Official Statement pertaining to the Series 1990A Bonds is expected to contradict the preceding sentence.

4.3. Expenditure of Proceeds. Completion of the Project is expected to occur by October, 1993 at which time all of the amounts (including investment earnings) deposited in or transferred to the Construction Fund will have been spent in accordance with the Indentures. It is expected that the amounts in the Construction Fund will be spent in accordance with the drawdown schedule set forth in Exhibit B hereto. Because less than 85% of the spendable proceeds of the Series 1990A Bonds are expected to be spent within three years hereof, the City hereby certifies, in accordance with Section 1.103-14(b)(5)(ii) of the Regulations, that a temporary period in excess of three years but not to exceed five years from the date hereof is necessary. For purposes of the preceding sentence, "spendable proceeds" means the proceeds received upon the sale of the Series 1990A Bonds minus the sum of (a) the costs of issuance paid from the Series 1990A Bond proceeds, (b) the amount deposited in the Series 1990A Debt Service Reserve Account, (c) \$100,000 and (d) the amount deposited in the Series 1990A Capitalized Interest Account.

5. Investments And Matters Relating To Yield.

5.1. Issue Price. When relevant for purposes of this Tax Agreement, "issue price" has the same meaning given such term by Sections 1273 and 1274 of the Code and has been calculated in the manner provided under those Sections of the Code, the regulations promulgated thereunder and under Sections 1.148-8T(c) and 1.150-1T(c)(2) of the Regulations. The Underwriter has represented in its letter attached hereto as Exhibit A that the initial offering price of the Series 1990A Bonds to the public, at which price at least 10% of each maturity was sold to the public pursuant to a bona fide public offering, is equal to the par amount thereof (plus accrued interest). The Underwriter has further represented that none of the Series 1990A Bonds will be initially sold after the date of issue of the Series 1990A Bonds and none of the Series 1990A Bonds will be sold to institutional or other investors at a discount from the initial offering price to the public. Based upon the foregoing, the State reasonably expects the issue price of the Series 1990A Bonds to be equal to the par amount thereof (plus accrued interest).

5.2. Definition of Yield. When relevant for purposes of this Tax Agreement, yield with respect to the Series 1990A Bonds means the discount rate that when used in computing the present value of all of the unconditionally payable payments of principal and interest and all payments, if any, for a qualified guarantee (within the meaning of Section 1.148-3T(a)(12) of the Regulations) paid and to be paid with respect to the Series 1990A Bonds

produces an amount equal to the present value, computed as of the date of issue of the Series 1990A Bonds, of the issue price of the Series 1990A Bonds. Yield on the Series 1990A Bonds has been calculated by the Underwriter in the manner provided in Sections 1.148- 3T, 1.148-9T and all other applicable sections of the Regulations to be not less than _____%.

5.3. Yield-to-Maturity on the Series 1990A Bonds. The Underwriter has represented that the yield-to-maturity on the Series 1990A Bonds does not exceed the lowest yield on the Series 1990A Bonds by more than one fourth of one percentage point. For this purpose, "yield-to-maturity" means the yield on the Series 1990A Bonds determined by assuming that each of the Series 1990A Bonds is retired on its stated maturity date for its stated retirement price on such date, and the "lowest yield" on the Series 1990A Bonds is the yield determined by assuming that each of such Bonds is retired on the date (for the stated retirement price on that date) which produces the lowest yield.

5.4. Investment Yield Limitations. (a) The City reasonably expects that all Gross Proceeds, to the extent not exempted in (b) below, shall be invested at market prices and at a yield not in excess of the yield on the Series 1990A Bonds plus, for amounts in the Construction Fund only, one-eighth of one percent.

(b) The following Gross Proceeds may be invested without regard to yield restrictions:

(i) amounts in the Series 1990A Rebate Account;

(ii) amounts deposited in the Bond Fund, and that portion of the amounts deposited in the Special Revenue Fund to be transferred to the Bond Fund, that are reasonably expected to be expended within 13 months from the date of first deposit in any fund under the Indentures and have not been on deposit thereunder for more than 13 months;

(iii) amounts in the Expense Fund;

(iv) all amounts, including amounts in the Escrow Fund, for the first 30 days after they become Gross Proceeds;

(v) proceeds of the Series 1990A Bonds (including investment earnings) on deposit in the Construction Fund prior to the earlier of completion (or abandonment) of the Project or five years from the Closing;

(vi) amounts in the Series 1990A Debt Service Reserve Account; and

(vii) earnings attributable to the investment of Gross Proceeds for a period of one year from the date of receipt.

6. Miscellaneous.

6.1. No Other Issues. There are no other governmental obligations of the City issued at substantially the same time as the Series 1990A Bonds and sold pursuant to a common plan of financing with the Series 1990A Bonds that will be paid out of substantially the same source of funds (or that will have substantially the same claim to be paid out of substantially the same source of funds) as will be used to pay the Series 1990A Bonds.

6.2. Not a Device. The Series 1990A Bonds are not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code, or any provisions of the Regulations, by enabling the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage and increasing the burden on the market for tax-exempt obligations.

6.3. City Not Disqualified. The City has not been disqualified or notified of any disqualification or proposed disqualification of it by the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.103-13(a)(2)(ii) of the Regulations.

6.4. Hedge Bonds. As indicated in the drawdown schedule set forth in Exhibit B, the City reasonably expects that 10% of the spendable proceeds of the Series 1990A Bonds will be spent on the Project within one year hereof, 30% thereof will be so spent within two years, 60% thereof will be so spent within three years and 85% thereof will be so spent within five years. For purposes of this paragraph, "spendable proceeds" has the same meaning as in Section 4.3 of this Article I.

Article II.

Non-Arbitrage Covenants.

The City hereby covenants as follows:

1. Investment Restrictions.

None of the Gross Proceeds of the Series 1990A Bonds shall be invested at a yield which exceeds the yield on the Series 1990A Bonds except as specifically permitted under Section 5.4(b) of Article I hereof.

2. Opinion Of Counsel.

Notwithstanding the preceding paragraph, the City can invest Gross Proceeds of the Series 1990A Bonds without regard to yield restriction to the extent it obtains, and delivers to the Trustee, an opinion of nationally recognized bond counsel to the effect that such investment will not cause the Series 1990A Bonds to be treated as "arbitrage bonds" pursuant to Sections 103(b)(2) and 148 of the Code or otherwise adversely affect the exclusion from gross income of interest payable on the Series 1990A Bonds for federal income tax purposes.

3. Market Price Rule.

Any yield restricted investment acquired by the City will be: (a) a United States Treasury Obligation, State and Local Government Series; (b) an obligation or security which is traded on an established market and for which market price is paid; or (c) a state or local government bond, the interest payable on which is excludable from gross income pursuant to Section 103(a) of the Code.

Article III.

Arbitrage Rebate Requirement.

The City hereby certifies, covenants and agrees, and, to the extent expressly stated, the Trustee hereby agrees, as follows:

1. Rebate Fund.

There is created and established by the City under the Master Indenture a trust fund to be held by the Trustee and designated "Chicago-O'Hare International Airport, International Terminal Special Revenue Bond Arbitrage Rebate Fund". The First Supplemental Indenture created and established within the Rebate Fund the Series 1990A Rebate Account; provided, however, the Series 1990A Rebate Account need not be maintained if the City and the Trustee receive an opinion of nationally recognized bond counsel to the effect that failure to maintain the Series 1990A Rebate Account will not cause the Series 1990A Bonds to become arbitrage bonds within the meaning of Section 148 of the Code or otherwise adversely affect the exclusion from gross income of interest on the Series 1990A Bonds for federal income tax purposes. Amounts deposited to the Series 1990A Rebate Account, and any earnings attributable to the investment thereof, shall be held in trust for future payment to the United States Government to the extent required by, and in accordance with, Section 148(f) of the Code and the Regulations. Moneys held in the Series 1990A Rebate Account shall not be pledged as security for the

payment of the principal of, premium, if any, and interest payable on the Series 1990A Bonds and shall remain in the Series 1990A Rebate Account until either (a) the money is disbursed to the United States or (b) a determination is made by the Trustee that such funds are not owed to the United States under the Rebate requirement of Section 148 of the Code based on calculations by nationally recognized bond counsel or a certified public accountant chosen by the City.

2. Covenant To Comply With Rebate Requirement.

The City shall make, or cause to be made, all calculations, transfers and payments that may be necessary to comply with the Rebate requirements contained in Section 148(f) of the Code and the Regulations.

3. Trustee Records.

The Trustee agrees to keep and retain, or cause to be kept and retained, until the sixth anniversary of the final maturity date of the Series 1990A Bonds, adequate records with respect to the investment of (a) all proceeds from the sale of the Series 1990A Bonds and the earnings attributable thereto; (b) amounts accumulated in funds which are pledged under the Indentures, or which the City advises the Trustee are legally required or are otherwise restricted to be used for payment, directly or indirectly, of principal or interest on the Series 1990A Bonds; (c) any other "gross proceeds" of the Series 1990A Bonds as that term is defined for purposes of Section 148(f) of the Code and the Regulations (the moneys described in (a) through (c) are collectively referred to herein as "Gross Proceeds"); and (d) amounts in the Series 1990A Rebate Account. Such records shall include (a) purchase price; (b) purchase date; (c) type of investment; (d) accrued interest paid; (e) interest rate; (f) principal amount; (g) maturity date; (h) interest payment date; (i) date of liquidation; (j) receipts upon liquidation; and (k) such other information as is requested by the City. If any investment becomes Gross Proceeds of the Series 1990A Bonds, including investments which are pledged or which are legally required or otherwise restricted to be used, to pay principal or interest on the Series 1990A Bonds, the records required to be kept shall include the market value of such investment on the date it is so pledged or becomes so required or restricted. If any investment is retained after the date the last Series 1990A Bond is retired, the records required to be kept shall include the market value of such investment on the date the last Series 1990A Bond is retired. Amounts will be segregated wherever held in order to maintain these records. Such records shall be made available to the City promptly upon its reasonable request.

4. Investment Of Series 1990A Rebate Account.

(a) The City will direct the Trustee to, and to the extent the Trustee has investment discretion the Trustee will, continuously invest all amounts on deposit in the Series 1990A Rebate Account in any investment permitted under the Indentures. In making such

investments, the City shall take into account prudent investment standards and the Trustee shall perform such trusts as an ordinarily prudent trustee under a corporate mortgage and the City and the Trustee shall take into account the date on which such moneys may be needed. Except as provided in the next sentence, all amounts that constitute Gross Proceeds and all amounts in the Series 1990A Rebate Account shall be invested at all times to the greatest extent practicable, and no amounts may be held as cash or be invested in zero yield investments other obligations of the United States purchased directly from the United States. In the event moneys cannot be invested, other than as provided in this sentence, due to the denomination, price or availability of investments, the amounts shall be invested in an interest bearing deposit account of a bank with a yield not less than that paid to the general public or held uninvested to the minimum extent necessary.

(b) The City and the Trustee, to the extent of its investment discretion, shall direct the investment of Gross Proceeds and any amounts in the Series 1990A Rebate Account in accordance with the following provisions:

(i) Amounts may be invested in certificates of deposit of banks or savings and loan associations only if (A) the price at which each such certificate of deposit is purchased or sold is a bona fide bid price quoted by a dealer who maintains an active secondary market in such certificates, or if there is no secondary market, such certificate of deposit must have a yield: (1) as high or higher than the yield on comparable obligations traded on an active secondary market, as certified by a dealer who maintains such a market and (2) as high or higher than the yield available on comparable obligations offered by the United States Treasury; provided, that the certification required in (1) must be made by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the persons issuing the certificate of deposit or (B) at least three bona fide bids on the certificates of deposit from unrelated financial institutions that do not have an interest in the issuance of the Series 1990A Bonds are received and the yield on the certificate of deposit is at least equal to the highest yield quoted by a non-interested party; and

(ii) Amounts may be invested pursuant to an investment agreement (including a repurchase agreement) only if (A) at least three bids on the investment agreement from persons other than those with an interest in the issuance of the Series 1990A Bonds are received, (B) a certification is provided by the person whose bid is accepted stating that, based on the person's reasonable expectations on the date that the agreement is entered into, obligations will not be purchased pursuant to the investment agreement at a price in excess of their fair market value or sold pursuant to the investment agreement at a price less than their fair market value, (C) the yield on the investment agreement is at least equal to the yield offered under the highest bid received from a non-interested party and (D) the yield on the investment agreement is at least equal to the yield offered on similar obligations under similar investment agreements (e.g., the yield on investment agreements entered into by issuers of "qualified mortgage bonds" within the meaning of Section 143 of the Code).

(c) Moneys to be rebated to the United States shall be invested in investments maturing on or prior to the anticipated rebate date. All investments of Gross Proceeds and amounts in the Series 1990A Rebate Account shall be bought and sold at market prices, and no transaction shall be entered into that reduces the amount to be rebated to the United States because such transaction results in a smaller profit or larger loss than would have resulted if the transaction has been at arm's length and had the rebate requirement not been relevant to either party.

5. Additional Payments By City.

If on any date on which a rebate payment is required to be made to the United States pursuant to Section 148(f) of the Code that amount then on deposit in the Series 1990A Rebate Account is insufficient to fund the required payment in full, to the extent the deficiency cannot be funded from other amounts available under the Indentures the City agrees to pay to the Trustee, for timely payment to the United States, the amount of such deficit.

6. Trustee Matters.

The Trustee agrees to act as depository of the Series 1990A Rebate Account, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Tax Agreement against the Trustee:

(a) The Trustee may execute any of its powers and perform any of its obligations by or through attorneys, agents, receivers or employees and shall not be responsible for the acts of any attorneys, agents or receivers appointed by it in good faith and without negligence, and shall be entitled to advice of its counsel concerning all matters concerning the arbitrage rebate requirement and the obligations hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the discharge of its obligations. The Trustee shall not be responsible for any loss or damage resulting from its action or non-action in good faith in reliance upon such opinion or advice, if such opinion or advice is in writing.

(b) The Trustee as depository of the Series 1990A Rebate Account shall not be responsible for any recital herein or in any revenue bonds of the City. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance herewith.

(c) The Trustee as depository of the Series 1990A Rebate Account shall be protected in acting upon any notice, request, resolution, consent, certificate, affidavit, letter, telegram or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons.

(d) When any consent or other action by the Trustee as depositary of the Series 1990A Rebate Account is called for pursuant hereto, it may defer such action pending such investigation or inquiry or receipt of such supporting evidence as it may require.

(e) The Trustee as depositary of the Series 1990A Rebate Account shall be entitled to reimbursement for expenses reasonably incurred and advances reasonably made, with interest, in the performance of its obligations hereunder.

(f) Notwithstanding anything to the contrary herein, absent gross negligence or willful misconduct, the Trustee as depositary of the Series 1990A Rebate Account shall not be liable to the City for any action taken or not taken hereunder nor shall the Trustee be responsible or liable for any rebate computation or expense related thereto. However, the Trustee shall cooperate with the City in all matters relating to the Series 1990A Rebate Account.

Article IV.

Tax Related Covenants And Representations.

The City hereby covenants and represents the following with respect to the issuance and use of the proceeds of the Series 1990A Bonds and the Refunded Bonds and the Project:

1. Project Description And Limitations.

1.1 Exempt Airport Facility. (a) At least 95% of the proceeds of each of the Refunded Bonds and the Series 1990A Bonds (excluding, in either case, proceeds deposited in a reasonably required reserve fund) has been and will be used to provide an airport or functionally related and subordinate facilities which are of a character and size commensurate with the character and size of the Airport, comprising the Project described in Exhibit A (the "Exempt Facilities"). For purposes of the foregoing sentence, the portion of the proceeds used to finance the costs of issuing each of the Refunded Bonds or the Series 1990A Bonds, including underwriter's discount, if any, is not considered used to provide the Exempt Facilities.

(b) All of the assets included in the Project consist of (i) items of property which are directly related and essential to servicing aircraft, enabling aircraft to take off and land, or (ii) property located at or adjacent to the Airport which is functionally related and subordinate to the Airport and which is of a character and size commensurate with the character and size of the Airport. All of the Project will constitute a part of the Airport and will be available to and will serve the general public on a regular basis, including operating a common carrier. All of the property described in (ii) will be situated at or immediately contiguous and adjacent to the Airport and must be so located in order to perform their intended functions.

(c) None of the proceeds of either the Refunded Bonds or the Series 1990A Bonds has been or will be used to provide (i) working capital; (ii) hotels or other lodging facilities; (iii) retail facilities (including food and beverage facilities) in excess of the size necessary to service passengers (and persons who meet or accompany them) and employees at the Airport; (iv) any retail facility (other than parking) for passengers or the general public located outside the Airport's terminals; (v) office buildings for individuals who are not employees of a governmental unit or of the City; (vi) industrial parks or manufacturing facilities; or (vii) parking facilities if more than an insubstantial portion thereof will be used exclusively by or for the benefit of a person that is not a "government unit" within the meaning of Section 142 of the Code or an organization which is described in Section 501(c)(3) of the Code, by reason of a formal or informal agreement or by reason of the remote geographic location of the facility.

1.2. Office Space. Any office space constructed with the proceeds of the Refunded Bonds and the Series 1990A Bonds has been or will be located on the premises of the Airport. The costs of the Project will not include the costs of any office building or office space within a building or a computer facility, either of which serves a system-wide or regional function of an airline. No more than a de minimus portion of the functions to be performed at such office space will not be directly related to the day to day operations of the Airport (excluding operations of the airlines not specifically involved with activities at the Airport).

1.3. Prohibited Uses. No portion of the proceeds of the Refunded Bonds or the Series 1990A Bonds has been or will be used to provide any airplane, skybox or other private luxury box, health club facility, facility used primarily for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises. The latter shall include a duty free shop, or similar concession, if the revenues from the sale of liquor exceed the revenues attributable to the sale of any other type of product.

1.4. No Changes to Project. The City shall not permit the acquisition, construction or equipping of the Project to materially deviate from the Project description in Exhibit A hereto if such deviation would adversely affect the exclusion from gross income of the interest on the Series 1990A Bonds for federal income tax purposes.

1.5. Limitation on Land Acquisition. Less than 25 percent of the proceeds (net of proceeds deposited in a reasonably required reserve fund) of either the Refunded Bonds or the Series 1990A Bonds has been or will be used for the acquisition of land (or an interest therein), and no portion of either the Refunded Bonds or the Series 1990A Bonds has been or will be used for the acquisition of land (or an interest therein) to be used for farming purposes (other than land acquired for noise abatement or wetland preservation, or for future use as an airport and with respect to which there is no other significant use).

1.6. Limitation on Acquiring Existing Property. No portion of any issue of the Refunded Bonds or the Series 1990A Bonds has been or will be used to acquire any equipment or other property (or an interest therein) unless the first use of such equipment or other property is pursuant to such acquisition, or unless such acquisition meets the rehabilitation requirements of Section 147(d) of the Code.

2. Airport Use Or Lease Agreements.

2.1. Limitations in General. In connection with any lease or grant by the City of the use of any portion of the Project, the City shall require that the lessee or user shall not use any portion of the Project in any manner which would violate any of the covenants and representations set forth above in Sections 1.1(c) (excluding (i)), 1.2 or 1.3 or the last sentence of Section 1.1(b) of this Article IV. Any such lease or other use agreement, or addendum or amendment thereto, shall require the lessee to irrevocably elect (binding on the lessee and all successors in interest under the lease) not to claim depreciation or any investment credit with respect to such property. Any management contract or similar operating agreement entered into by the City for the management or operation of any portion of the Exempt Facilities will contain such provisions similar to those in the preceding sentence as are necessary to ensure compliance therewith.

2.2. Ownership Limitations. (a) All of the property comprising the Project is, and will continue to be, owned by the City.

(b) Except for those items of property which are described in Exhibit D (and the portion of Project design and management costs allocable thereto), all of the property to be included in the Project costs to be financed by the Series 1990A Bonds consists of: (i) the terminal building (and structural components thereof); and (ii) other property which is not located in Exclusive Use Premises or the concession areas and which the Airlines and concessionaires are entitled to use only on the same basis as other members of the general public.

(c) The City shall not enter into a lease agreement, management contract or similar operating arrangement with respect to the Project which provides for a term in excess of 28 years or which gives to the lessee, manager or operator an option to purchase any property included in the Project at a price other than fair market value (determined as of the time the option is exercised).

3. No Federal Guarantee.

No portion of the payment of debt service with respect to any part of either the Refunded Bonds or the Series 1990A Bonds has been guaranteed, directly or indirectly (including by means of a lease or grant or other subsidy), by the United States (or any agency or instrumentality thereof).

4. Limit on Costs of Issuance.

The costs of Issuance (including underwriter's discount) financed by each of the Refunded Bonds and the Series 1990A Bonds have not and will not exceed two percent of the proceeds (computed for this purpose as issue price less accrued interest) of each such issue.

5. Public Approval.

Issuance of the Refunded Bonds and the Series 1990A Bonds was approved as a plan of financing, prior to their respective dates of issue, by the Mayor of the City of Chicago following a public hearing (at a convenient location for the citizens affected by the Project) for which at least 14 days' public notice was given.

6. Registered Form.

Each of the Refunded Bonds and the Series 1990A Bonds was issued in registered form.

7. Information Reporting.

The City hereby represents that it has provided and will provide all information within its knowledge or possession which is necessary to evidence compliance with the requirements of the Code, including the information in Internal Revenue Service Form 8038 filed with respect to each of the Refunded Bonds and the Series 1990A Bonds and the facilities financed by the Refunded Bonds and the Series 1990A Bonds, and that such information has been and will be true and correct in all material respects.

8. Maturity Limitation.

Based upon the engineer's certificate attached hereto as Exhibit E, the weighted average estimated economic life of the assets included in the Project is _____ years. The Underwriter has represented in Exhibit C that the weighted average maturity of the Series 1990A Bonds is _____ years. Based upon the foregoing, the Series 1990A Bonds comply with the requirement of Section 147(b) of the Code that the weighted average maturity of the Series 1990A Bonds not exceed 120% of the average reasonably expected economic life of the Project. The City will not permit any changes to be made with respect to the Project which would cause the preceding sentence to become untrue.

9. Inducement Resolution.

The acquisition and construction of the Project were not commenced prior to [date of adoption of a preliminary inducement resolution (or some other similar official action) by the City approving the issuance of the Series 1990A Bonds to finance the acquisition and construction of the Project].

10. Transition Rule And Volume Cap.

(a) The City hereby elects to utilize an amount of the bond authorization set forth in Section 1317(5)(B) of the Tax Reform Act of 1986 (the "Transition Rule Cap") equal to that portion of the proceeds of the Series 1990A Bonds to be used to finance the property described in Exhibit D hereto, and the portion of the deposits to the Series 1990A Costs of Issuance Account, the Series 1990A Capitalized Interest Account and the Series 1990A Debt Service Reserve Account and underwriters' discount fairly allocable thereto. The amount of the Transition Rule Cap thus elected to be utilized is \$ _____ . That amount, when aggregated with the total amount of the Transition Rule Cap previously utilized by the City (\$100,000,000), does not exceed \$500,000,000.

(b) The City expressly elects not to utilize the Transition Rule Cap with respect to the remaining amount of Series 1990A Bonds.

(c) To the extent the Transition Rule Cap is elected with respect to the Series 1990A Bonds, the Series 1990A Bonds may be subject to the volume cap provisions set forth in Section 103(n) of the Internal Revenue Code of 1954, as amended and in effect prior to enactment of the Tax Reform Act of 1986, and its successor provision, Section 146 of the Code. Pursuant to Section 146(f) of the Code, the City has carried forward \$ _____ of its unused volume cap for 1989 for the purposes of financing airport projects. As of the date hereof, none of such carried forward amount has been used. Accordingly, \$ _____ of such amount is available to be used as an allocation of the City's volume cap to the Series 1990A Bonds.

Article V.

Miscellaneous.

1. Resignation And Removal Of The Trustee.

The Trustee at the time acting hereunder may at any time resign from the trusts created by this Tax Agreement or be replaced in the manner provided in the Indentures.

2. Interest Of City In Series 1990A Rebate Account.

The parties hereto recognize that amounts, if any, on deposit in the Series 1990A Rebate Account are held for payment to the United States Treasury. The foregoing notwithstanding, the City shall be deemed to have an interest in such amounts to the extent such amounts represent amounts available to satisfy the obligation of the City to rebate certain amounts to the United States Treasury.

3. Termination.

This Tax Agreement shall terminate if (a) the City shall have filed with the Trustee a written notice of termination, which notice shall contain a certification that the Series 1990A Bonds have been fully paid and retired, (b) all amounts due to the Trustee shall have been paid to the Trustee, and (c) all amounts remaining on deposit in the Series 1990A Rebate Account shall have been paid to or upon the order of the United States. Notwithstanding the foregoing, the provisions of Section 3 of Article III hereof shall not terminate until the sixth anniversary of the date the Series 1990A Bonds are fully paid and retired.

4. Severability.

If any clause, provision or section of this Tax Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, sections or provisions hereof.

5. Counterparts.

This Tax Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6. Notices.

All notices, demands, communications and requests which may or are required to be given hereunder or by any party hereto shall be deemed given on the date on which the same shall have been mailed by registered or certified mail, postage prepaid, addressed as provided in the Master Indenture. The City and the Trustee may, by notice given to the others, designate any different addresses to which subsequent notices, demands, requests or communications shall be sent.

7. Successors And Assigns.

The terms, provisions, covenants and conditions of this Tax Agreement shall bind and inure to the benefit of the respective successors and assigns of the City and the Trustee.

8. Headings.

The headings of this Tax Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Tax Agreement.

9. Governing Law.

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

Article VII.

Definitions.

"Closing" means _____, 1990.

"Code" means the Internal Revenue Code of 1986, as amended and in effect at Closing.

"Escrow Fund" means the irrevocable escrow fund created by Article II of the Escrow Agreement in connection with the refunding of the Series 1989A Bonds.

"Exempt Facilities" has the meaning given to it in Section 1.1 of Article IV.

"Gross Proceeds" has the meaning given to it in Section 3 of Article III.

"Regulations" means final, temporary or proposed United States Treasury Income Tax Regulations pertaining to the arbitrage and arbitrage rebate provisions of the Code, including Treas. Reg. §§1.103-13, 1.103-14 and 1.103-15 and Temp. Treas. Reg. §§1.148-0T through 1.148-9T, 1.149(d)-1T and 1.150-0T through 1.150-1T.

[Signature forms omitted for printing purposes.]

[Exhibits "A" through "E" attached to this Tax Exemption
Certificate and Agreement unavailable
at time of printing.]

Escrow Agreement.

This Escrow Agreement, dated as of _____ 1, 1990, but actually executed on the date witnessed hereinbelow, by and between the City of Chicago (the "City") and Continental

Bank, National Association, a national banking association, with its principal office located in the City of Chicago, Illinois, not individually but in the capacity as hereinafter described, in consideration of mutual promises and agreements herein set forth.

Witnesseth:

Article I.

Definitions.

The following words and terms used in this Agreement shall have the following meanings, unless the context or use clearly indicates another or different meaning:

"Agreement" means the Escrow Agreement, dated as of _____ 1, 1990.

"Escrow Agent" means Continental Bank, National Association, a national banking association, with its principal office located in the City of Chicago, Illinois, not individually but in the capacity and for the uses and purposes hereinafter mentioned, or any successor thereto.

"Escrow Fund" means the Escrow Fund created hereunder to provide for the redemption of the Series 1989A Bonds, comprising the trust funds created under the terms of this Agreement with the Escrow Agent.

"Series 1989A Bonds" means the outstanding \$10,000,000 City of Chicago, Chicago-O'Hare International Airport, International Terminal Special Revenue Bonds, Series 1989A.

"Series 1990A Bonds" means the \$ _____ principal amount of City of Chicago, Chicago-O'Hare International Airport, International Terminal Special Revenue Bonds, Series 1990A.

"Trust Indenture" means the Master Trust Indenture, dated as of March 1, 1990, from the City of Chicago to Continental Bank, National Association, as Trustee, securing Chicago-O'Hare International Airport, International Terminal Special Revenue Bonds.

Article II.

Creation Of Escrow Fund.

Section 2.01.

There is hereby created a segregated and separate trust fund referred to herein as the "Escrow Fund" to be held by the Escrow Agent for the purposes hereinafter described.

Section 2.02.

The City has deposited with the Escrow Agent at the execution and delivery of this Escrow Agreement the aggregate amount of \$10,000,000 consisting solely of proceeds from the sale of the Series 1990A Bonds. The amounts deposited in the Escrow Fund will be used to purchase United States Treasury Obligations maturing no later than April 3, 1990 and having a yield of less than the Series 1990A Bond yield as directed by the City. The Escrow Agent hereby accepts the deposit and transfer of cash and the investments described in this Section 2.02.

Article III.

Covenants Of Escrow Agent.

The Escrow Agent covenants and agrees with the City as follows:

Section 3.01.

The Escrow Agent will hold the investments described herein, and all receipts, income and profit derived therefrom, and all uninvested cash in a segregated and separate Escrow Fund for the sole and exclusive benefit of the City for the purposes for which escrowed.

Section 3.02.

The Escrow Agent will not reinvest amounts in the Escrow Fund.

Section 3.03.

The Escrow Agent will take no action on the investment or securing of the Escrow Fund that would cause the Series 1990A Bonds or the Series 1989A Bonds to be classified as "arbitrage bonds" under Section 103(c) of the Internal Revenue Code of 1954, as amended, or Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended, and all lawful regulations promulgated thereunder; provided, however, that the Escrow Agent shall be under no affirmative duty to inquire whether the investment of amounts in the Escrow Fund pursuant to Section 2.02 hereof complies with said sections; and, further provided that the Escrow Agent may rely on all specific directions in this Agreement for the investment of amounts held hereunder.

Section 3.04.

The Escrow Agent will promptly collect the principal, income, and profit from the investments in the Escrow Fund and promptly apply the same solely and only to the payment of the principal of and interest and redemption premium (if applicable) on the Series 1989A Bonds as the same are called for redemption.

Section 3.05.

The Escrow Agent will remit to the trustee for the Series 1989A Bonds (as directed by the City), in good funds, on or before April 4, 1990, from the amounts then on deposit in the Escrow Fund a total of \$10,000,000. Any remaining balance in the Escrow Fund shall on that date be transferred to the trustee with respect to the Series 1990A Bonds with instructions to deposit such amount in the Series 1990A Construction Account of the Construction Fund created by the Trust Indenture. Such remittance and transfer shall fully release and discharge the Escrow Agent from any further duty or obligation thereto under this Agreement.

Section 3.06.

The Escrow Agent will make no payment of fees, due or to become due, of the paying agents or Escrow Agent from the Escrow Fund, as the City covenants herein to pay the same as they become due.

Section 3.07.

The Escrow Agent has all the powers and duties herein set forth with no liability in connection with any act or omission to act hereunder, except for its own negligence or

willful breach of trust, and shall be under no obligation to institute any suit or action or other proceeding under this Agreement, or to enter any appearance in any suit, action, proceeding in which it may be a defendant, or to take any steps in the enforcement of its, or any, rights and powers hereunder, nor shall it be deemed to have failed to take any such action, unless and until it shall have been indemnified by the City to its satisfaction against any and all costs and expenses, outlays, counsel fees, and other disbursements, including its own reasonable fees; and if any judgment, decree, or recovery be obtained by the Escrow Agent, payment of all sums due it, as aforesaid, shall be a first charge against the amount of any such judgment, decree, or recovery.

Section 3.08.

The Escrow Agent may in good faith buy, sell, or hold and deal in any of the Series 1989A Bonds or the Series 1990A Bonds.

Section 3.09.

The Escrow Agent hereby accepts this Escrow Agreement as a direction by the City to the Escrow Agent, as trustee with respect to the Series 1989A Bonds, to redeem the entire outstanding amount of Series 1989A Bonds on April 4, 1990 at a price equal to the part amount thereof (plus accrued interest). [Insert description of redemption procedure and attach form of notice, if any, as Exhibit A hereto.]

Article IV.

Covenants Of City.

The City covenants and agrees with the Escrow Agent as follows:

Section 4.01.

The Escrow Agent shall have no responsibility or liability whatsoever for (i) any of the recitals of the City herein; (ii) the performance of or compliance with any covenant, condition, term, or provision of the Trust Indenture or any supplements thereto; and (iii) any undertaking or statement of the City hereunder or under the Trust Indenture or any supplements thereto.

Section 4.02.

All payments to be made by, and all acts and things required to be done by, the Escrow Agent under the terms and provisions hereof shall be made and done by said Escrow Agent without any further direction or authority of the City.

Article V.

Irrevocability Of Agreement.

Section 5.01.

All of the rights, powers, duties and obligations of the Escrow Agent hereunder shall be irrevocable and shall not be subject to amendment by the Escrow Agent and shall be binding on any successor to the Escrow Agent during the term of this Agreement.

Section 5.02.

All of the rights, powers, duties and obligations of the City hereunder shall be irrevocable and shall not be subject to amendment by the City and shall be binding on any successor to the undersigned during the term of this Agreement.

Article VI.

Notices To The City And The Escrow Agent.

Section 6.01.

All notices and communications to the City shall be addressed in writing to:

City of Chicago
Office of Comptroller
Room 501, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: City Comptroller

With A Copy To:

City of Chicago
Department of Aviation
30th Floor
20 North Clark Street
Chicago, Illinois 60602
Attention: Commissioner of the
Department of Aviation

Section 6.02.

All notices and communications to the Escrow Agent shall be addressed in writing to:

Continental Bank, National Association
231 South LaSalle Street
Chicago, Illinois 60604
Attention: Corporate Trust
Department

Article VII.

Resignation Of Escrow Agent.

The Escrow Agent may at any time resign as Escrow Agent under this Agreement by giving thirty (30) days' written notice to the City, and such resignation shall take effect upon the appointment of a successor Escrow Agent by the City. The City may select as successor Escrow Agent any financial institution with capital, surplus, and undivided profits of at least \$25,000,000 and located within the State of Illinois, and that is authorized to maintain trust accounts under federal or Illinois law.

Article VIII.

Termination Of Agreement.

Upon the final disbursements to the trustees for the Series 1989A Bonds and the Series 1990A Bonds as hereinabove provided for, this Agreement shall terminate.

*Article IX.**Separate Counterparts.*

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and with the same effect as if the signatures thereto and hereto were upon the same instrument.

In Witness Whereof, The City of Chicago has caused this Agreement to be signed in its name by the City Comptroller [and to be attested by _____]; and Continental Bank, National Association, not individually but in the capacity as hereinabove described, has caused this Agreement to be signed in its corporate name by one of its Trust Officers and to be attested by one of its duly authorized Trust Officers under its corporate seal hereunder affixed; all as of this ____ day of _____, 1990.

[Signature forms omitted for printing purposes.]

\$ _____

City Of Chicago

*Chicago-O'Hare International Airport
Special Revenue Bonds, Series 1990A.*

Contract Of Purchase.

March ____, 1990.

City of Chicago
City Hall
121 North LaSalle Street
Chicago, Illinois 60602

Ladies and Gentlemen:

The Undersigned underwriters, from whom Smith Barney, Harris Upham & Co. Incorporated, (the "Senior Manager") and Merrill Lynch Capital Markets; Hamilton Investments, Inc.; and Mesirov Capital Markets are acting as the representatives

(collectively with the Senior Manager the "Representatives"), acting on behalf of themselves and on behalf of the other Underwriters named in the list attached hereto marked Schedule I (the Representatives and such other Underwriters as finally determined being hereinafter called the "Underwriters"), offer to enter into the following agreement with you, the City of Chicago, a municipal corporation and a home rule unit of local government duly organized and existing under the laws of the State of Illinois (herein sometimes referred to as 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 of Purchase on or before ____:____ ____.M., Chicago time on March _____, 1990.

1. Upon the terms and conditions and in reliance upon the representations, warranties and covenants set forth herein, the Underwriters, jointly and severally, hereby agree to purchase from you, and you hereby agree to sell to the Underwriters, all (but not less than all) of the \$_____ aggregate principal amount of Chicago-O'Hare International Airport International Terminal Special Revenue Bonds, Series 1990A (hereinafter called the "Series 1990A Bonds"), having the maturities, bearing interest at the rates and having the further terms set forth in the Official Statement of the City, substantially in the form attached hereto as Exhibit A and made a part hereof (such Official Statement, including the cover page, the Summary Statement, the exhibits and all appendices attached thereto, is hereinafter called the "Official Statement," except that if the Official Statement shall have been amended with our approval between the date hereof and the date upon which the Series 1990A Bonds are delivered for our account to Midwest Securities Trust Company, the term "Official Statement" shall refer to the Official Statement as so amended), at the purchase price of \$_____ (taking into account \$_____ of original issue discount) plus interest accrued on the Series 1990A Bonds from their date to the date of the Closing as hereinafter defined. The Underwriters agree to make a bona fide public offering of all of the Series 1990A Bonds at the initial offering prices (or yields) set forth on the cover page of the Official Statement, it being understood and agreed that after the initial offering the Senior Manager reserves the right to charge such public offering prices (or yields) as it deems necessary in connection with the marketing of the Series 1990A Bonds. Except as expressly otherwise defined herein, terms used herein which are defined in the Official Statement shall have the same meanings herein as therein. Attached hereto as Exhibit B is a copy of the Preliminary Official Statement of the City dated March _____, 1990, relating to the Series 1990A Bonds (the "Preliminary Official Statement").

2. At the time of your acceptance of this Contract of Purchase, or at such later time as shall be agreeable to us, you shall deliver to us six executed copies of the Official Statement. The City authorizes the underwriters to use the Official Statement and the documents referred to therein in connection with the public offering and the sale of the Series 1990A Bonds. The City ratifies and consents to the use by the Underwriters, prior to the date hereof, of the Preliminary Official Statement. The City shall provide, or cause to be provided, at its expense, to the Underwriters at the time of the City's acceptance of this Contract of Purchase or as soon as practicable thereafter (but in any event, not later than within two business days after the City's acceptance of this Contract of Purchase) copies of the Official Statement, complete as of its date of delivery to the Underwriters and in form reasonably satisfactory to the Underwriters, in a quantity, in the reasonable judgment of

the Senior Manager, sufficient to comply with the rules of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

3. The Series 1990A Bonds are authorized to be issued pursuant to an ordinance adopted by the City Council of the City on _____, 1990 (the "Ordinance"), and will be described in, and issued and secured under and pursuant to, a Master Trust Indenture Securing Chicago-O'Hare International Airport International Terminal Special Revenue Bonds, dated as of March 1, 1990 (the "Master Indenture"), from the City to Continental Bank, National Association, Chicago, Illinois, as Trustee (the "Trustee"), as supplemented by a First Supplemental Indenture securing Chicago-O'Hare International Airport International Terminal Special Revenue Bonds, Series 1990A (the "Supplemental Indenture") dated as of March 1, 1990, from the City to the Trustee (collectively with the Master Indenture referred to herein as the "Indenture"). The Series 1990A Bonds are being issued for the purpose of financing a portion of the costs associated with the new International Terminal at the City's O'Hare International Airport (the "Airport"), specifically: (i) to construct a new International Terminal building at the Airport; (ii) to refund the Series 1989A Bonds; (iii) to make a deposit into the Series 1990A Debt Service Reserve Account; (iv) to capitalize a portion of the interest on the Series 1990A Bonds; and, (v) to pay costs of issuance of the Series 1990A Bonds.

4. Delivered to the City herewith by the Senior Manager on behalf of the Underwriters is a certified or bank cashier's check payable to the order of the City, in clearinghouse funds in an amount equal to approximately one-half of one percent of the principal amount of Series 1990A Bonds. Such check shall be returned uncashed to the Senior Manager at the Closing, except under the circumstances set forth in the last sentence of this paragraph. In the event the City does not accept this offer, or upon your failure (other than for a reason permitted under this Contract of Purchase) to deliver the Series 1990A 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 of Purchase, or if the obligations of the Underwriters shall be terminated for any reason permitted by this Contract of Purchase, you shall return the check, uncashed, to the Senior Manager. In the event that the Underwriters fail (other than for a reason permitted hereunder) to accept delivery of and pay for the Series 1990A Bonds at the Closing, such check shall be cashed and the proceeds thereof shall be retained by the City 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 the date hereof (and it shall be a condition of the obligation of the Underwriters to purchase and accept delivery of the Series 1990A Bonds at the Closing that you shall so represent and warrant as of the date 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 1990A 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 delivery of the Series 1990A Bonds, the International Terminal Use Agreement, the Indenture, the Escrow Agreement and the Tax Agreement, (ii) duly authorized and approved the Official Statement and authorized the use of the Preliminary Official Statement prior to the date hereof in connection with the sale of the Series 1990A Bonds, (iii) duly authorized and approved the execution and delivery of this Contract of Purchase, and (iv) duly authorized and approved the performance by the City of its obligations contained in the Ordinance, the Indenture, the Escrow Agreement, the Tax Agreement, the International Terminal Use Agreements and this Contract of Purchase.

(d) The City has full legal right, power and authority (i) to enter into this Contract of Purchase, (ii) to issue, sell and deliver the Series 1990A Bonds to the Underwriters pursuant to the Ordinance as provided herein, and (iii) to carry out and consummate the transactions contemplated by this Contract of Purchase, the Ordinance, the Indenture, the Escrow Agreement, the Tax Agreement, the International Terminal Use Agreements and the Official Statement. The City is not in breach of or default under the Ordinance, the Indenture, 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, ordinance, or other agreement or instrument to which the City is a party or is otherwise subject, including, without limitation, the 1983 Chicago-O'Hare International Airport General Airport Revenue Bond Ordinance, which breach or default would in any way materially adversely affect the operation of the Airport or the authorization or issuance of the Series 1990A 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. Neither the adoption of the Ordinance and compliance with the provisions thereof nor the execution and delivery of and performance by the City of its obligations under the International Terminal Use Agreements, the Indenture, the Escrow Agreement, the Tax Agreement or this Contract of Purchase violates any applicable law or administrative regulation of the State of Illinois or of any department, division, agency or instrumentality thereof or of the United States, or any applicable judgment or decree to which the City is subject, or conflicts with or constitutes a breach of or default under any loan agreement, note, resolution, ordinance, 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 1990A Bonds and has not been notified of any listing or proposed listing of it by the Internal Revenue Service as a bond issuer whose arbitrage certifications may not be relied upon.

(e) Except as stated in the Official Statement, or as otherwise disclosed in writing 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 hereunder and under the Ordinance, the Series 1990A Bonds, the Indenture, the Escrow Agreement, the Tax Agreement and the International Terminal Use 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 of Purchase, the Ordinance, the Escrow Agreement, the Tax Agreement or the Indenture or the validity or enforceability of the Series 1990A Bonds.

(g) The Series 1990A Bonds, the Indenture, the International Terminal Use Agreements, the Escrow Agreement, the Tax Agreement and the Ordinance conform to the descriptions thereof contained in the Official Statement; and the Series 1990A Bonds, when issued and delivered in accordance with the Indenture, will be validly issued and outstanding special obligations of the City payable from the Special Revenues described in, and entitled to the benefits of, the Indenture. The Indenture creates a valid pledge of and grant of a security interest in the Special Revenues purported to be pledged thereby, subject to no prior pledges or security interests other than those granted to the Series 1989A Bonds, but subject to application as provided in the Indenture.

[(h) The financial statements of the Airport contained in the Official Statement fairly present the financial positions and results of operations of the Airport as of the dates and for the periods therein set forth, and the City has no reason to believe that such financial statements have not been prepared in accordance with generally accepted accounting principles consistently applied.]

(i) The City has received opinions of counsel from each International Terminal Airline Party that: (i) the International Terminal Airline Party is a legal entity duly organized and validly existing under the laws of the country or state of its organization; (ii) the International Terminal Airline Party has the legal power and authority to enter into and meet its obligations under the International Terminal Use Agreement; (iii) the officers and employees who have executed the International Terminal Use Agreement have been duly and properly authorized to do so; (iv) the International Terminal Use Agreement constitutes the valid and legally binding obligation of the International Terminal Airline Party, enforceable in accordance with its terms; (v) all consents and approvals of and filing of notices with governmental and regulatory bodies and agencies which are needed in order for the International Terminal Airline Party to enter into and meet its obligations under the International Terminal Use Agreement have been received, made and given; (vi) the International Terminal Use 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 under any other agreement which is binding on the International Terminal Airline Party; (vii) there is no material litigation pending or threatened against the International Terminal Airline Party which would prohibit it from entering into the transactions contemplated by the International Terminal Use Agreement or performing the obligations undertaken by it pursuant to the International Terminal Use Agreement; (viii) the provisions of the International Terminal Use Agreement respecting governance, construction and

submission to the jurisdiction of any federal court within the federal court district of the Northern District of Illinois as specified in the International Terminal Use Agreement are valid under the laws of the International Terminal Airline Party's situs of organization; and (ix) that a judgment obtained in any such court against the International Terminal Airline Party would be enforceable in the courts of such country.

(j) The Preliminary Official Statement was, as of its date, and the Official Statement, as of the date hereof, and as it may be amended or supplemented at the date of delivery to the Underwriters and is at the Closing Date, will be, complete and accurate, and the Preliminary Official Statement did not, and the Official Statement does not, and as it may be amended or supplemented at the date of delivery to the Underwriters and at the Closing Date, will not, contain any untrue or misleading statement of a material fact or omit to state a material fact necessary to be stated therein for the purposes for which it is to be used or to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect and any amendments or supplements to the Official Statement prepared and furnished by the City pursuant hereto will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided that the City makes no representation or warranty with regard to the sections entitled " _____ ", " _____ " and " _____ " or to the appendices included in the Official Statement. Except as specifically set forth in the Official Statement, no litigation is pending or, to the knowledge of the City, threatened in any court which in any way affects the existence of the City, the City's operation of the Airport, or seeks to restrain or enjoin the issuance, sale and delivery of the Series 1990A Bonds, or the right, power and authority of the City to collect Special Revenues generally or other moneys pledged or to be pledged to pay the principal of and interest on the Series 1990A Bonds, or the validity and binding effect of the Ordinance, this Contract of Purchase, the Indenture, the Escrow Agreement, the Tax Agreement or any of the International Terminal Use Agreements, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the power of the City or its authority with respect to the Series 1990A Bonds, the Ordinance, this Contract of Purchase, the Indenture, the Escrow Agreement, the Tax Agreement or any of the International Terminal Use Agreements, or contesting in any way the exclusion of interest on the Series 1990A Bonds from the gross income of the owners thereof for federal income tax purposes.

(k) The signatures of the officials executing the Series 1990A Bonds, this Contract of Purchase, the Indentures, the Escrow Agreement, the Tax Agreement, the International Terminal Use Agreements and the Official Statement on behalf of the City are true and genuine and such officials have been duly authorized to execute the same.

6. In connection with the purchase and sale of the Series 1990A Bonds pursuant to this Contract of Purchase, you hereby covenant that:

(a) The City will make available such information, execute such instruments and take such other action in cooperation with the Representatives as the Senior Manager

may reasonably request to qualify the Series 1990A 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 Senior Manager may designate; provided, however, that nothing in this clause (a) shall require the City to consent to service of process in any state or jurisdiction other than the State of Illinois.

(b) The City will use its best efforts to make available such information, execute such instruments and take such other action in cooperation with the Underwriters as the Senior Manager may reasonably request to assist the Underwriters in attempting to qualify the Series 1990A Bonds with Midwest Securities Trust Company.

(c) At or prior to the Closing, the City shall file, or cause to be filed, the Official Statement with such nationally recognized municipal securities information repositories as shall be requested by the Senior Manager. The City will not amend or supplement the Official Statement without the consent of the Senior Manager. From the date hereof, if, at any time when the Official Statement is required to be delivered under the Securities Exchange Act of 1934, but in no event more than 120 days after the Closing, any event occurs affecting the City of which the City has knowledge and which would cause the Official Statement to contain any untrue statement of a material fact or to omit to state a material fact necessary to be stated therein for the purposes for which it is to be used or to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect, the City will notify the Senior Manager, and if in the opinion of the City or the Senior Manager such event requires an amendment or supplement to the Official Statement, at your expense you will amend or supplement the Official Statement (and file, or cause to be filed, the same with a nationally recognized municipal securities information repository) in a form and in a manner jointly approved by the City and the Senior Manager so that the statements in the Official Statement as so amended or supplemented will not, in light of the circumstances under which they were made, be misleading.

(d) The City will apply the proceeds of the Series 1990A Bonds in accordance with the Indenture. Sufficient proceeds of the Series 1990A Bonds will be deposited with the Trustee, as Escrow Agent under the Escrow Agreement, to provide for the payment of all principal of and interest on the Series 1989A Bonds (all as defined in the Indenture) when the same shall hereafter become due. The City will cause all the Series 1989A Bonds to be called for redemption and the lien of the 1989A Bonds and the Indenture of Trust, dated as of July 1, 1989, from the City to Harris Trust and Savings Bank, Chicago, Illinois, as Trustee, to be defeased according to their respective terms at the earliest possible date, which date in no event will occur more than 90 days from the date hereof.

(e) After the Closing, (i) the City will not adopt any amendment of or supplement to the Official Statement to which the Senior Manager shall object in writing or which shall be disapproved by counsel for the Underwriters and (ii) if any event relating to or affecting the City shall occur within 30 days after the completion by the Underwriters of the distribution of the Series 1990A Bonds, but in any event within 120 days of the Closing, as a result of which it is necessary, in the opinion of counsel for the Underwriters, to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is

delivered to a purchaser, the City will, at its expense, forthwith prepare, together with the Underwriters, and furnish to the Underwriters a reasonable number of copies of an amendment of or supplement to the Official Statement in form and substance reasonably satisfactory to counsel for the Underwriters. For the purposes of this section the City will furnish such information during the above-referenced period of time with respect to itself as the Senior Manager may from time to time request.

(f) Between the date of this Contract of Purchase and the Closing, the City will not, without the prior written consent of the Underwriters, issue any bonds, notes or other obligations for borrowed money payable from the Special Revenues of the Airport; and subsequent to the respective dates as of which information is given by in the Official Statement and up to and including the date of the Closing, the City has not incurred and will not incur with respect to the international operations of the Airport any material liabilities other than those occurring in the ordinary course of operating the Airport and the construction of improvements thereto, direct or contingent, nor will there be any action, or any failure to act, on the part of the City which would result in an adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the Airport, except as described in the Official Statement.

7. The Closing. The payment for the Series 1990A Bonds (the "Closing") shall take place on March _____, 1990, at the offices of Winston & Strawn, 35 West Wacker Drive, Chicago, Illinois 60601 or on such other date or at such other place as shall have been mutually agreed upon as the date on or place at which the Closing shall occur. At ____:____.M., Chicago time on the Closing date, the City will cause the Series 1990A Bonds in definitive form, duly executed and authenticated, to be delivered to the principal office of Midwest Securities Trust Company, Chicago, Illinois. Simultaneously with such delivery and provided that all conditions to the obligations of the Underwriters set forth in paragraph 8 hereof have been satisfied and are in form and substance satisfactory to the Representatives, the Underwriters will cause the purchase price of the Series 1990A Bonds plus accrued interest to be paid in clearinghouse funds to the order of the Trustee for the account of the City in accordance with the Indenture. The Series 1990A Bonds, bearing proper C.U.S.I.P. numbers, will be in the definitive form of one fully registered Series 1990A Bond for each stated maturity of the Series 1990A Bonds and in the name in which Midwest Securities Trust Company requests that the Series 1990A Bonds be registered, and will be made available for inspection and checking by the Underwriters at the offices of Midwest Securities Trust Company, not later than ____:00 __.M. on the business day prior to the Closing.

8. The Representatives have entered into this Contract of Purchase on behalf of themselves and the other Underwriters in reliance upon the representations and warranties of the City contained herein 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 hereunder and under the aforesaid documents and instruments at or prior to the date of the Closing. Accordingly, the Underwriters' obligations under this Contract of Purchase to purchase, to accept delivery of and to pay for the Series 1990A Bonds are subject to the performance by the City of its obligations to be performed hereunder and under such aforesaid 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 herein and in the Ordinance, Indenture, the Escrow Agreement, the Tax Agreement and the International Terminal Use Agreements will be true, complete and correct on the date hereof and on and as of the date of the Closing with the same effect as if made on the date of the Closing.

(b) At the time of the Closing, (i) the Ordinance, the Indenture, the Escrow Agreement, the Tax Agreement and International Terminal Use Agreements [with at least _____ domestic, including _____, and _____ foreign flag carriers, including _____,] will be in full force and effect, and will not have been amended, modified or supplemented since the date hereof, unless agreed to in writing by the Senior Manager, and the Official Statement will not have been amended, modified or supplemented, except as may have been agreed to by the Senior Manager and (ii) all necessary action on the part of the City relating to the issuance of the Series 1990A 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 Senior Manager.

(c) The Senior Manager has the right to terminate the Underwriters' obligations under this Contract of Purchase to purchase, to accept delivery of and to pay for the Series 1990A Bonds by notifying the City of its election to do so if, after the execution hereof 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 legislation, 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 including in gross income for federal tax purposes interest received on obligations of the general character of the Series 1990A Bonds, or the Series 1990A Bonds (except to the extent that Series 1990A Bonds are held by a "substantial user" of the facilities financed by the Series 1990A Bonds or any "related persons" within the meaning of *147(a) of the Code), which, in the Senior Manager's opinion, materially adversely affects the market price of the Series 1990A 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 the Special Revenues pledged to the payment of the Series 1990A Bonds or other income of the general character of the Special Revenues to be derived by the City or by any similar body or including in gross income for federal tax purposes interest received on obligations of the general character of the Series 1990A Bonds or the Series 1990A Bonds (except to the extent that Series 1990A Bonds are held by a "substantial user" of the facilities financed by the Series 1990A Bonds or any "related persons" within the meaning of §147(a) of the Code), which,

in the Senior Manager's opinion, would materially adversely affect the market price of the Series 1990A 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 shall be rendered which materially adversely affects the market price of the Series 1990A 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 over 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 1990A Bonds, or the issuance, offering or sale of the Series 1990A Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, 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 1990A Bonds or the Series 1990A Bonds, including all the underlying obligations, 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 or other requirements of the Trust Indenture Act of 1939, as amended; (vi) additional material restrictions not in force as of the date hereof 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, 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 Senior Manager's opinion, materially adversely affects the market price of the Series 1990A Bonds; (ix) an event occurs which requires an amendment or supplement to the Official Statement as contemplated in Section 6(c) hereof, which event, in the Senior Manager's opinion, materially adversely affects the market price of the Series 1990A Bonds; or (x) the ratings of the Series 1990A Bonds, more than two major airport revenue bond issues or any general obligation bonds of the City shall have been downgraded or withdrawn by a national rating service, which, in the Senior Manager's opinion, materially adversely affects the market price of the Series 1990A Bonds.

(d) At or prior to the Closing, the Representatives will each have received each of the following documents:

(i) Six copies of the Official Statement of the City, manually executed by the Comptroller of the City.

(ii) Six 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 Official Statement, and letters from such counsel dated the date of the Closing and addressed to the Senior Manager on behalf of 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 them.

(iv) An opinion or opinions, dated the date of the Closing and addressed to the Senior Manager, of Co-Bond Counsel to the City, to the effect that (A) this Contract of Purchase has been duly authorized, executed and delivered by, and constitutes a valid and binding agreement of the City enforceable in accordance with its terms assuming it is in like fashion binding upon the Underwriters, as to which no view need be expressed (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 1990A Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; (C) payment of Special Revenues under the Indenture will not constitute Revenues under the 1983 Chicago-O'Hare International Airport General Airport Revenue Bond Ordinance, as adopted by the City Council and as amended or supplemented from time to time in accordance with its terms; (D) delivery of the Preliminary Official Statement and the Official Statement by the City and use of the same by the Underwriters in connection with the sale of the Series 1990A Bonds has been duly authorized by the City; (E) the statements contained in the Official Statement under the captions "_____", "_____" and "_____" are correct in all material respects and do not omit any statement which should be included or referred to therein in order to summarize fairly and accurately the matters therein set forth; (F) Special Revenues and proceeds of the Series 1990A Bonds may be used to make payment of arbitrage rebates to the United States as required by the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder; and, (G) based on the examinations which they have made as Bond Counsel and their participation at conferences at which the Official Statement was discussed, but without having undertaken to determine independently the accuracy or completeness of the statements in the Official Statement other than those described in Section (iv)(E) above, such counsel have no reason to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for Appendices _____, _____ and _____ and except for any financial, technical and statistical data included in the Official Statement and except for information regarding Midwest Securities Trust Company ("M.S.T.C.") and M.S.T.C.'s book entry system, as to which no view need be expressed).

(v) An opinion, dated the date of the Closing and addressed to the Senior Manager, of the Corporation Counsel of the City given in an official capacity and not personally and to which no personal liability will derive from its delivery, 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 and the Tax Agreement, to authorize, issue and sell the Series 1990A Bonds and to operate and maintain and collect and enforce the collection of Special Revenues as covenanted in the Indenture and the International Terminal Use Agreements; (B) this Contract of Purchase, the Indenture, the Escrow Agreement, the Tax Agreement and the International Terminal Use 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 thereto, all such instruments constitute valid and legal obligations of the City enforceable in accordance with their respective terms (but such opinion as to enforceability may be qualified with respect to bankruptcy, insolvency and other laws affecting creditors' rights or remedies); (C) the Preliminary Official Statement and the Official Statement have been duly authorized, executed and delivered by the City; (D) to the knowledge of such counsel, compliance with the provisions of the Ordinance, the Indenture, the Escrow Agreement and the Tax 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 thereof or of the United States or any loan agreement, note, resolution, ordinance, indenture, agreement or other instrument to which the City is a party or may otherwise be subject; (E) all approvals, consents and orders of any governmental authority, board, agency or commission having jurisdiction which would constitute conditions precedent to the performance by the City of its obligations under this Contract of Purchase, the Ordinance, the Indenture, the Series 1990A Bonds, the Escrow Agreement and the International Terminal Use Agreements and which can reasonably be obtained by the time of the Closing have been obtained; (F) except as set forth in the Official Statement, there is no litigation or proceeding, pending or to the knowledge of such counsel after due inquiry, threatened in any way affecting the existence of the City, or 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 1990A Bonds, or the right, power and authority of the City to collect Special Revenues generally or other moneys pledged or to be pledged to pay the principal of and interest on the Series 1990A Bonds, or the pledge of the Special Revenues or the other moneys, or in any way contesting or affecting the validity or enforceability of the Series 1990A Bonds, the Ordinance, the Indenture, the Escrow Agreement, the Tax Agreement, this Contract of Purchase or any of the International Terminal Use Agreements, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the powers of the City or its authority with respect to the Series 1990A Bonds, the Ordinance, the Escrow Agreement, this Contract of Purchase or any of the International Terminal Use Agreements; and (G) based on the examination made by such counsel and the participation of his representatives at conferences at which the Official Statement was discussed, such counsel has no reason to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading in any material respect (except for the sections entitled " _____ ", " _____ " and " _____ " and the Appendices as to which no view need be expressed).

(vi) An opinion of Special Counsel to the City, dated the date of the Closing and addressed to the Senior Manager, to the effect that (A) the statements contained in

the Official Statement under the captions " _____ ", " _____ " and " _____ ", insofar as such statements contained under such captions purport to summarize or describe certain provisions of the International Terminal Use Agreements, present an accurate summary of such provisions; (B) the Series 1990A Bonds are Special Facility Revenue Bonds within the meaning ascribed to such term in the 1983 Airport Use Agreements and the General Airport Revenue Bond Ordinance adopted March 31, 1983 (the "General Ordinance"); (C) the Special Revenues are not "Revenues" within the meaning of the General Ordinance; and (D) based on the examination which they have made and their participation at conferences at which the Official Statement was discussed, such counsel has no reason to believe that the statements and information contained in the Official Statement under the headings " _____ ", " _____ " and " _____ ", and the statements and information set forth under the caption "Litigation And Regulatory Proceedings" relating to the lawsuits containing claims based on noise and other effects of aircraft operations pending against the City, include any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they were made, not misleading.

(vii) An opinion, dated the date of the Closing and addressed to the Senior Manager, of co-counsel for the Underwriters, to the effect that (A) the Series 1990A Bonds are exempt securities which do not require registration under the Securities Act of 1933, as amended, and the Indenture need not be qualified under the Trust Indenture Act of 1939, as amended; and (B) based upon their participation in the preparation of the Official Statement as counsel for the Underwriters and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement and except for financial, technical and statistical statements and data included in the Official Statement, the statements and information set forth in the Official Statement under the captions " _____ ", " _____ ", and " _____ ", and the statements and information set forth under Appendices _____, _____ and _____ to the Official Statement, as to which no belief or opinion is expressed, such counsel have no reason to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(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 herein are true and correct in all material respects on and as of the date of the Closing with the same effect as if made on the date of the Closing; (B) to the best of the knowledge of said officer, no event affecting the City has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purposes for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; (C) to the best knowledge of such officer, there is no action, suit proceeding or investigation at law or in equity before or by any Court, public body or board pending or threatened to restrain or enjoin the issuance or sale of the Series 1990A Bonds, or in any way contest the validity of or affect the power of the City to issue the Series 1990A Bonds,

or restrain or enjoin the execution and delivery of documents in connection therewith, or contest the existence or powers of the City or contest, restrain or enjoin the right of the City to finance and build the new International Terminal at the Airport as described in the Official Statement; (D) the City has the full legal right, power and authority to carry out and consummate the transactions contemplated by the Indenture and the International Terminal Use Agreements; and (E) the City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing.

[(ix) A letter of [K.M.P.G. Marwick] addressed to the City and the Senior Manager, dated the date of the Closing, to the effect that (A) they are independent certified public accountants; (B) that under date of _____, 19____, they furnished the City with their opinion on the statement of financial position of the Airport as of December 31, 19____, and the related statements of earnings and retained earnings, and statement of changes in financial position for the year then ended, which opinion is contained in Appendix ____ to the Official Statement; and (C) such accounting firm consents to the use of said opinion and financial statements in the Preliminary Official Statement and Official Statement and to the references made to such firm in the Preliminary Official Statement and the Official Statement.]

(x) A certificate, dated the date of the Closing, of the City Comptroller and the Commissioner of the Department of Aviation of the City to the effect that nothing has come to their attention which causes them to believe that during the period from January 1, 198__ to the date of the Closing, there has been any material adverse change in the financial condition of the Airport from that set forth in the audited financial statements of the Airport as of December 31, 198__, included in Appendix __ to the Official Statement.

(xi) A certificate, dated the date of the Closing, of the Director of the Program Management Office of the City to the effect that to his knowledge the Official Statement does not contain any untrue statement of a material fact or omit any statement of a material fact in the section entitled "The Airport Development Plan" or "The Project" that should be stated therein for the purposes for which it is to be used or necessary to make the statements herein, in light of the circumstances under which they were made, not misleading.

(xii) A certificate, dated the date of the Closing, of the Commissioner of the Department of Aviation of the City to the effect that to his knowledge the Official Statement does not contain any untrue statement of a material fact or omit any statement of a material fact in the section entitled "Chicago O'Hare International Airport" that should be stated therein for the purposes for which it is to be used or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(xiii) The consents of Gilbane Building Company, on behalf of Terminal 5 Venture, and from Landrum & Brown, Inc. to the use of material prepared by them in the Preliminary Official Statement and the Official Statement (including the reports prepared by them and attached thereto) and to the references made to them in the Preliminary Official Statement and the Official Statement, and the certificate of

Gilbane Building Company, on behalf of Terminal 5 Venture, in regard to the section of the Official Statement entitled "_____ " and the certificate of Landrum & Brown, Inc. in regard to the sections of the Official Statement entitled "_____ " and "_____ " each dated the date of the Closing, to the effect that the information tained in such sections and Appendices of the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact that should be stated therein for the purpose for which it is to be used or that it is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(xiv) Letters from Gilbane Building Company, on behalf of Terminal 5 Venture, and from Landrum & Brown, Inc. stating that since the dates of their respective reports attached to the Preliminary Official Statement and the Official Statement to and including the date of the Closing nothing has come to the attention of such firm which causes such firm to believe that, as of the date of the Closing, the conclusions of such firm contained in its report should be altered.

(xv) Evidence satisfactory to the Senior Manager that the Series 1990A Bonds have received a rating of [" "] or better from Moody's Investors Service and a rating of [" "] or better from Standard and Poor's Corporation.

(xvi) [Two] counterpart originals of a transcript of all proceedings relating to the authorization and issuance of the Series 1990A Bonds including in particular, all certificates, orders and opinions constituting conditions precedent to the issuance of the Series 1990A Bonds in accordance with Section _____ of the Indenture.

(xvii) Delivery to the Senior Manager of (A) [Two] copies of the Ordinance, duly certified by the Clerk of the City Council; (B) [Two] copies of the Escrow Agreement, Indenture and the Tax Agreement, each manually signed by the City and the Trustee; (C) [Two] complete, executed originals of the Feasibility Study appearing as Appendix _____ to the Official Statement; (D) [Two] complete, executed originals of the Report of Supervising Consultant appearing as Appendix _____ to the Official Statement; and (E) [Two] copies, certified by _____, of each of the International Terminal Use Agreements duly executed by the City and the respective International Terminal Airline Parties.

(xviii) Such additional legal opinions, certificates, instruments and other documents as Co-Bond Counsel may reasonably deem necessary or desirable, or as the Representatives may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the representations, warranties and covenants of the City contained herein and of the statements and information contained in the Official Statement 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.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Contract of Purchase will be deemed to be in compliance with the provisions hereof if, but only if, they are in substance reasonably satisfactory to the Representatives.

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 1990A Bonds contained in this Contract of Purchase, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Series 1990A Bonds are terminated for any reason permitted by this Contract of Purchase, this Contract of Purchase will terminate and neither the Underwriters nor the City will be under further obligation or have any further liability hereunder, except as set forth in paragraph 4 hereof and except as to the obligation set forth in paragraph 10 hereof.

10. The Underwriters will be under no obligation to pay, and the City will pay, but solely from the proceeds of the Series 1990A Bonds or the Special Revenues, all expenses incident to the performance of the obligations of the City hereunder, including but not limited to: (i) the cost of the preparation and reproduction and mailing or delivery of the Ordinance, the Indenture, the Escrow Agreement, the Tax Agreement, the Preliminary Official Statement (including any amendments or supplements thereto) and the Official Statement (including any amendments or supplements thereto prepared prior to the Closing); (ii) the cost of the preparation and printing, if any, of the Series 1990A 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) fees for bond ratings; (vi) fees for Blue Sky filings, if any, and (vii) any other expenses incurred in connection with the issuance of the Series 1990A Bonds and not specifically assumed by the Underwriters hereunder. The City will be under no obligation to pay, and the Underwriters will pay: (i) the cost of preparation and printing of the Agreement among Underwriters and this Contract of Purchase; (ii) the costs of preparation and printing of the Blue Sky Survey and Legal Investment Memoranda; (iii) all advertising expenses in connection with the public offering of the Series 1990A Bonds; [(iv) the fees of Midwest Securities Trust Company; (v) an amount required to be paid to the [Public Securities Association] and the Municipal Securities Rulemaking Board as their special assessments]; and (vi) all other expenses incurred by them or any of them in connection with their public offering and distribution of the Bonds, including the fees and disbursements of counsel retained by them.

11. Any notice or other communication to be given to the City under this Contract of Purchase must be given by delivering the same in writing at the address of the City set forth above, Attention: City Comptroller, Room 501, and any notice or other communication to be given to the Underwriters under this Contract of Purchase must be given by delivering the same in writing to: Smith Barney, Harris Upham & Co., Incorporated, [Three First National Plaza, Suite 5200, Chicago, Illinois 60603, Attention: Public Finance Department.]

12. This Contract of Purchase is made solely for the benefit of the City and the Underwriters (including the successors or assigns of any Underwriter), and no other person may acquire or have any right hereunder or by virtue hereof. All of the representations, warranties and covenants of the City contained in this Contract of Purchase will remain operative and in full force and effect regardless of (i) any investigations made by or on behalf of any of the Underwriters or (ii) delivery of and payment for the Series 1990A Bonds pursuant to this Contract of Purchase.

13. Time is of the essence in consummation of the transactions contemplated by this Contract of Purchase.

14. This Contract of Purchase will become effective upon the execution of the acceptance hereof by the appropriate officers of the City and will be valid and enforceable as of the time of such acceptance.

Very truly yours,

Smith Barney, Harris Upham & Co.,
Incorporated

Merrill Lynch Capital Markets

Hamilton Investments, Inc.

Mesirow Capital Markets

By Smith Barney, Harris Upham & Co.,
Incorporated

By/s/ _____
Managing Director
On behalf of the Representatives

The foregoing is hereby accepted as of
the date first written above:

City of Chicago

By _____
City Comptroller

Concur:

By _____
Chairman, Committee on Finance
Chicago City Council

[Exhibits "A" and "B" attached to this Contract
of Purchase unavailable at time
of printing.]

New Issue-Full Book Entry

[City Of Chicago
Seal]

\$ _____ *

City Of Chicago

Chicago-O'Hare International Airport

International Terminal Special Revenue Bonds,

Series 1990A.

Dated: March 1, 1990

Due: January 1, as shown below

Interest on the Series 1990A Bonds will be payable semiannually on each January 1 and July 1, commencing July 1, 1990. The Series 1990A Bonds will be issued as fully registered bonds and will be registered in the name of a nominee of Midwest Securities Trust Company, Chicago, Illinois ("M.S.T.C."). M.S.T.C. will act as securities depository of the Series 1990A Bonds. Purchases will be made in book entry form through M.S.T.C. participants only in the principal amount of \$5,000 or any integral multiple thereof and no physical delivery of Series 1990A Bonds will be made to purchasers. Payments of principal and interest will be made to purchasers by M.S.T.C. through its participants. The Series 1990A Bonds will be subject to optional and mandatory redemption prior to maturity, in each case at the redemption prices, in the manner and at the times set forth in this Official Statement.

* Preliminary, subject to change

The Series 1990A Bonds are being issued for the purpose of financing a portion of the costs of the planning, design, acquisition, construction and equipping of a new permanent international terminal, refunding bonds issued for interim financing of a portion of such costs, paying capitalized interest, funding a Series Debt Service Reserve Account, and paying the costs of issuance of the Series 1990A Bonds.

The Series 1990A Bonds are limited obligations of the City of Chicago payable solely from and secured by a pledge of certain payments to be made pursuant to the International Terminal Use Agreements dated as of January 1, 1990 between the City of Chicago and the various signatory airlines described within. Neither the full faith and credit nor the taxing power of the City of Chicago, the State of Illinois or any political subdivision of the State of Illinois is pledged to the payment of the principal of, premium, if any, or interest on the Series 1990A Bonds.

Subject to compliance by the City of Chicago with certain tax requirements, in the opinion of Co-Bond Counsel, interest on the Series 1990A Bonds is excludible from the gross income of the owners thereof for federal income tax purposes under existing law, except for interest on any Series 1990A Bond for any period during which it is owned by a person who is a "substantial user" of the facilities financed with the proceeds of the Series 1990A Bonds or any "related person", all as more fully discussed herein under the heading "Tax Matters". Interest on the Series 1990A Bonds will be taken into account as an item of tax preference in computing the alternative minimum tax for individuals and corporations. Interest on the Series 1990A Bonds is not exempt from present Illinois income taxes.

AMOUNTS, MATURITIES, INTEREST RATES, AND PRICES OR YIELDS*

Serial Bonds							
Amount	Maturity	Interest Rate	Price or Yield	Amount	Maturity	Interest Rate	Price or Yield
	1996				2000		
	1997				2001		
	1998				2002		
	1999				2003		
		\$		% Term Bonds Due January 1, 2010-Price: %			
		\$		% Term Bonds Due January 1, 2018-Price: %			
				(Accrued interest to be added)			

The Series 1990A Bonds are offered when, as and if issued by the City of Chicago and received by the Underwriters, subject to the approving legal opinions of Winston & Strawn, Chicago, Illinois, and Virginia Martinez, Esq., Chicago, Illinois, Co-Bond Counsel, and certain other conditions.

Certain legal matters will be passed on for the City of Chicago by the Corporation Counsel of the City and by Hopkins & Sutter, Chicago, Illinois, Special Counsel to the City, and for the Underwriters by their counsel, Burke, Wilson & McIlvaine, Chicago, Illinois, and Haggerty, Koenig & Hill, Chicago, Illinois. It is expected that the Series 1990A Bonds in definitive form will be available for delivery in _____, _____ on or about March _____, 1990.

[Underwriters]

_____, 1990

City Of Chicago
Chicago-O'Hare International Airport

Mayor
Richard M. Daley

City Treasurer
Miriam Santos

City Clerk
Walter S. Kozubowski

City Council
Committee On Finance
Edward M. Burke, Chairman

Chief Financial Officer
Edward J. Bedore

City Comptroller
Walter K. Knorr

Budget Director
Sidonie J. Walters-Lawrence

Corporation Counsel
Kelly R. Welsh

Department Of Aviation
Jay R. Franke, Commissioner

Department Of Public Works
David S. Williams, Jr., Commissioner

Special Counsel To The City
Hopkins & Sutter
Chicago, Illinois

Co-Bond Counsel
Winston & Strawn
Chicago, Illinois

Virginia Martinez, Esquire
Chicago, Illinois

Financial Advisor
First Chicago Capital Markets, Incorporated
Chicago, Illinois

Airport Consultant
Landrum & Brown, Incorporated
Cincinnati, Ohio

The prices and other terms respecting the offering and sale of the Series 1990A Bonds may be changed from time to time by the Underwriters after the Series 1990A Bonds are released for sale, and the Series 1990A Bonds may be offered and sold at prices other than the Initial Offering Prices, including sales to dealers who may sell the Series 1990A Bonds into investment accounts. In connection with the offering of the Series 1990A Bonds, the Underwriters may over-allot or effect transactions that stabilize or maintain the market price of the Series 1990A Bonds at a level above the level that might otherwise prevail in the open market, such stabilizing, if commenced may be discontinued at anytime.

This Official Statement is being used in connection with the offer and sale of the Series 1990A Bonds and may not be reproduced or be used, in whole or in part, for any other purpose. The delivery of this Official Statement at any time does not imply that information in it is correct as of any time subsequent to its date. No dealer, salesman or any other person has been authorized by the City of Chicago or the Underwriters to give any information or to make any representation other than as contained in this Official Statement in connection with the offering it describes and, if given or made, such other information or representation must not be relied upon as having been authorized by the City of Chicago or the Underwriters. This Official Statement does not constitute an offer of any securities other than those described on the cover page or an offer to sell or a solicitation of an offer to buy in any jurisdiction in which it is unlawful to make such offer, solicitation or sale.

Summary Statement.

This Summary Statement is subject in all respects to more complete information contained in this Official Statement (which term shall be deemed to include the cover page, this Summary Statement, and the Appendices). The offering of the Series 1990A Bonds to potential investors is made only by means of the entire Official Statement. No person is authorized to detach this Summary Statement from this Official Statement or otherwise to use it without the entire Official Statement. For definitions of certain capitalized terms used in this Summary Statement or elsewhere in this Official Statement, unless otherwise indicated, see Appendix A -- "Glossary".

The Issuer.

The City of Chicago (the "City") is a municipal corporation and a home rule unit of local government under the Constitution of the State of Illinois, and owns and operates Chicago-O'Hare International Airport (the "Airport").

The Series 1990A Bonds.

The \$_____,000,000* City of Chicago, Chicago-O'Hare International Airport International Terminal Special Revenue Bonds, Series 1990A Bonds (the "Series 1990A Bonds"), issued in the amounts, maturities and interest rates set forth on the cover page of this Official Statement, are the first Series of bonds (all such bonds herein called "Bonds") issued and authorized pursuant to the Master Trust Indenture dated as of March 1, 1990 (the "Master Indenture") between the City and Continental Bank, National Association, as Trustee. The Series 1990A Bonds are issued and authorized pursuant to the Master Indenture and the First Supplemental Trust Indenture dated as of March 1, 1990 (the "Supplemental Indenture") between the City and the Trustee (the Master Indenture and the Supplemental Indenture are collectively referred to herein as the "Indentures"). The Series 1990A Bonds will be subject to optional and mandatory redemption prior to maturity, in each case at the redemption prices, in the manner and at the times set forth in this Official Statement. See "The Series 1990A Bonds-- Redemption Prior to Maturity".

Book Entry Only System.

When the Series 1990A Bonds are issued, ownership interests will be available to purchasers only through a book entry system maintained by Midwest Securities Trust Company, Chicago, Illinois ("M.S.T.C."), in integral multiples of \$5,000, and no physical delivery of Bonds will be made to purchasers. Payments of principal and interest will be made to purchasers by M.S.T.C. through its participants.

The Airport.

The Airport was in 19__ the busiest airport in the world, as measured by total passengers and by total aircraft operations. The Airport provides international service to the Chicago Region, comprising the City and other communities in Cook County, Illinois, and neighboring counties in Illinois and Indiana, and to other regions by virtue of hub operations at the Airport by American Airlines and United Airlines. The population of the Chicago Region was approximately 8,025,000 in 1988. Scheduled commercial nonstop service is offered to 183 airports (155 domestic and 28 foreign). Connecting service is offered to all major cities served by commercial air carriers. Total passenger volume of _____ including international passenger volume of _____ in 19__ represented an increase of _____% over 19__ volume.

* Preliminary, subject to change.

The Project.

The Project includes the planning, design, acquisition, construction and equipping of a new permanent international terminal for the Airport (the "International Terminal"), and certain related facilities and capital expenditures, including without limitation a terminal building, fixtures and equipment, buses, aircraft aprons, automobile roadways, automobile parking, a portion of an automated guideway transit system, a glycol system and fueling fixtures and equipment.

Plan Of Finance.

The proceeds from the sale of the Series 1990A Bonds received by the City will be used primarily to finance a portion of the costs of the Project, to refund bonds issued for interim financing of the Project, to pay capitalized interest (to the expected completion date of the Project), to fund the Series 1990A Debt Service Reserve Account, and to pay costs of issuance of the Series 1990A Bonds. In addition, certain Project costs will be paid from proceeds of the City's General Airport Revenue Bonds ("G.A.R.D.s"), an estimated \$22,000,000 for Project costs will be received from Government Grants-In-Aid, and \$7,000,000 has been received from United Airlines for Project design expenses. The remaining costs of the Project will be paid from proceeds of the sale of additional Bonds.

Security And Sources Of Repayment.

The Series 1990A Bonds are limited obligations of the City payable solely from Special Revenues, which are derived primarily from certain rentals, fees and charges imposed upon the International Terminal Airline Parties pursuant to the International Terminal Use Agreements. In order to secure the payment of the principal of, premium, if any, and interest on all Bonds outstanding from time to time, a pledge is made in the Indentures of the Special Revenues and all moneys on deposit in the Funds and Accounts under the Indentures other than the Administrative Expense Fund, the Subordinated Bond Fund, and the Rebate Fund. The Series 1990A Bonds are not general obligations of the City, and neither the full faith and credit nor the taxing power of the City is pledged for their payment. Neither the Project nor any Additional Project is security for the Series 1990A (or any other) Bonds, and the Series 1990A Bonds are not secured by any other properties or improvements at the Airport or the Revenues (as defined in the City's 1983 General Airport Revenue Bond Ordinance ("G.A.R.B.O.")) or any other revenues (other than Special Revenues) derived by the City from the operation of the Airport generally.

Rate Covenant.

The City has covenanted in the Indentures to establish and assess (and to revise from time to time as necessary) rentals, fees and charges under the International Terminal Use

Agreements which will produce Special Revenues in each calendar year in which Bonds are outstanding that, together with any cash balance in the Special Revenue Fund on the first day of such calendar year not then required to be deposited in any other Fund (or Account or sub-account thereof) and certain investment earnings shall equal an amount not less than the greater of (i) the aggregate amounts required to be deposited during such calendar year in the Bond Fund, the Debt Service Reserve Fund, the Administrative Expense Fund and the Subordinated Bond Fund and (ii) 125% of the Annual Debt Service with respect to the Bond Year commencing during such calendar year reduced by the aggregate amount on deposit in all Series Capitalized Interest Accounts for the purpose of paying interest on Bonds during such Bond Year.

Debt Service Reserve Requirement.

The City is required to establish and to maintain in the Series 1990A Debt Service Reserve Account of the Debt Service Reserve Fund an amount equal to the lesser of (a) the maximum amount of Annual Debt Service on the Outstanding Bonds in the then current or any future Bond Year or (b) the maximum amount permitted under the Internal Revenue Code of 1986, as amended (the "Code"). In lieu of the above deposit such amount may be maintained in amounts available under one or more irrevocable letters of credit or irrevocable surety bond policies.

Additional Indebtedness.

Additional Series of Bonds may be issued on a parity with the Series 1990A Bonds for the following purposes: (1) to finance the costs of Additional Projects; (2) to finance additional costs incurred for the completion of the Project or any Additional Projects; (3) to refund Bonds or other obligations of the City issued to finance or refinance costs of the Project or any Additional Projects; and (4) to fund any Fund or Account under the Indentures, if necessary. At the time of issuance of such additional Bonds, no Event of Default may have occurred and be continuing under the Indentures and certain other conditions precedent must be satisfied. The primary condition is that the Trustee and City are required first to receive certification by the Airport Consultant that during the later of (i) the three-year period after the Project or Additional Projects financed by such additional Series of Bonds is expected to be completed or (ii) the five-year period after such additional Series of Bonds is issued, the Special Revenues to be derived by the City under the International Terminal Use Agreements together with amounts on deposit in the Special Revenue Funds on the first day of such calendar year and not then required to be deposited in any other Fund (or Account or sub-account thereof) and certain investment earnings will be not less than the greater of (a) the aggregate amounts required to be deposited during such calendar year in the Bond Fund, the Debt Service Reserve Fund, the Administrative Expense Fund and the Subordinated Bond Fund and (b) 125% of the Pro Forma Annual Debt Service with respect to the Bond Year commencing during such calendar year reduced by the aggregate amounts on deposit in all Series Capitalized Interest Accounts for the purpose of paying interest on Bonds during such Bond Year. Such certification is not required for a Series of Bonds issued (1) to finance costs of completion of the Project or an

Additional Project if the total costs of such Project do not exceed 115% of the originally estimated costs thereof or (2) to refund Bonds if the City certifies that the aggregate Annual Debt Service on all Bonds does not increase after giving effect to such refunding.

The City may also issue obligations which are payable out of, or secured by the pledge of, amounts which may be withdrawn from the Subordinated Bond Fund. Special Revenues may be transferred each month into the Subordinated Bond Fund from the Special Revenue Fund only after all required transfers into the Bond Fund (to pay principal of, and premium, if any, and interest on the Bonds), into the Debt Service Reserve Fund and into the Administrative Expense Fund have been completed. Once amounts are paid into the Subordinated Bond Fund such moneys are not subject to the lien of the Bonds. See "Appendix B -- Summary of Certain Provisions of the Indentures -- Certain Additional Conditions to Issuance of Bonds".

International Terminal Use Agreements.

The City intends to enter into International Terminal Use Agreements with certain airlines before the issuance of the Series 1990A Bonds. The International Terminal Use Agreements provide a source of payment for the principal of and interest on the Series 1990A Bonds. _____ airline have provided the City with non-binding letters of intent to execute an International Terminal Use Agreement (any airlines which execute an International Terminal Use Agreement are referred to as "International Terminal Airline Parties"). See "International Operations at the Airport -- Airlines Currently Providing International Service at the Airport". The airline submitting letters of intent carry approximately _____% of the total international enplaned and approximately _____% of the total deplaned passengers at the Airport for 19____, excluding passengers enplaned by domestic carriers at terminals other than the interim international terminal and Canadian passengers.

Each International Terminal Airline Party may choose for its International Terminal Use Agreement a term ending in 2018 or 2008 or a month-to-month term. The City may terminate an International Terminal Use Agreement for cause. While the Series 1990A Bonds are outstanding, International Terminal Airline Parties which commit to a term ending in 2008 or 2018 may not terminate earlier. International Terminal Airline Parties which commit to a term ending before 2018 will pay higher rates than those with a term ending in 2018. Rentals, fees and charges for the use of the new International Terminal will be based on the size of Exclusive Use Premises in the International Terminal and the numbers of enplaned and deplaned international passengers. It is expected that a higher proportion of deplaned international passengers will use the new International Terminal than of enplaned international passengers, because of the intent of domestic airlines to use their gates in other terminals for international enplanements. Rental and use charge rates will be set annually (with a provision for the City to adjust more frequently if required to meet the rate covenant set forth in the Indentures) and the International Terminal Airline Parties will pay all rentals, fees and charges monthly.

The aggregate of all rentals, fees and charges payable each Fiscal Year under all International Terminal Use Agreements by all International Terminal Airline Parties is required to be sufficient to pay (i)(a) operation and maintenance expenses and (b) debt service and fund deposit requirements on the City's G.A.R.B.'s allocated to the new International Terminal reduced by (c) non-airline revenues of the new International Terminal (e.g., concession revenues) and (ii) the debt service and fund deposit requirements on the Series 1990A (and all other) Bonds.

Single Federal Inspection Service Facility Covenant.

The City has covenanted in the International Terminal Use Agreements not to construct or operate or permit anyone to construct or operate a Federal Inspection Service ("F.I.S.") Facility in addition to the F.I.S. Facility located in the new International Terminal unless various conditions are satisfied. An additional F.I.S. Facility would be permitted under the International Terminal Use Agreements if all applicable governmental approvals have been obtained and (i) an additional F.I.S. Facility is required in order for the Airport to comply with applicable federal requirements, (ii) a majority of International Terminal Airline Parties approved the additional F.I.S. Facility or (iii) the number of deplaned passengers using the F.I.S. Facility in the new International Terminal exceeds its design capacity for a specified period of time. International Terminal Airline Parties using such a second F.I.S. Facility will, under certain circumstances, be required to pay replacement fees, which will be allocated first to Special Revenue Bond Debt Service and Fund Deposit Requirements. See "The International Terminal Use Agreements -- Single Federal Inspection Source Facility Covenant".

Report Of Airport Consultant.

Based upon the assumptions and analysis which are set forth in detail in its Report, a copy of which is included herewith as Appendix D, Landrum & Brown, Incorporated the "Airport Consultant", is of the opinion that the projected airline costs related to debt service on the Series 1990A Bonds and the General Airport Revenue Bonds of the City, and the operating and maintenance expenses per enplaned and deplaned passenger at the International Terminal for the years 1989 through 1995 are reasonable and within the range of such costs being experienced at other international airports today. The Airport Consultant is also of the opinion that the mechanisms of the International Terminal Use Agreements and other agreements with the Airport are satisfactory to ensure that revenues sufficient to pay the new International Terminal's operating and maintenance expenses, Special Revenue Bond Debt Service and Fund Deposit Requirements and other debt service and fund deposit requirements can be generated through user fees and other revenue sources. The Airport, in the opinion of the Airport Consultant, will remain a major traffic connecting hub with a substantial number of airlines providing flights to all major domestic and an increasing number of international destinations. See Appendix D -- "Report of Airport Consultant".

Preliminary Official Statement Relating To

\$_____,000,000*

*City Of Chicago
Chicago-O'Hare International Airport
International Terminal Special Revenue Bonds, Series 1990A.*

Introduction.

This Official Statement is furnished by the City of Chicago (the "City") to provide information regarding Chicago-O'Hare International Airport (the "Airport") and \$_____,000,000* aggregate principal amount of Chicago-O'Hare International Airport International Terminal Special Revenue Bonds, Series 1990A (the "Series 1990A Bonds"). The Series 1990A Bonds are being issued pursuant to the home rule powers of the City as a duly organized and validly existing unit of local government under the constitution and the laws of the State of Illinois. Portions of this Official Statement have been based on reports of consultants to the City. See "Consultant and Experts". Certain terms used in this Official Statement, unless otherwise defined herein, are defined in "Appendix A -- Glossary".

The proceeds from the sale of the Series 1990A Bonds received by the City will be used primarily to finance a portion of the costs of the planning, design, acquisition, construction and equipping of a new permanent International Terminal at the Airport, to refund \$10,000,000 principal amount of bonds previously issued to fund a portion of such costs, to pay capitalized interest (to the estimated date of completion), to fund a Series Debt Service Reserve Account, and to pay the costs of issuance of the Series 1990A Bonds. See "Plan of Finance -- Estimated Application Of Series 1990A Bond Proceeds".

The City intends to enter into International Terminal Use Agreements with certain airlines prior to the issuance of the Series 1990A Bonds. The International Terminal Use Agreements will provide a source of payment of principal of and interest on the Series 1990A Bonds and for payment of the other costs of the Series 1990A Bonds as provided in the Indentures. _____ airlines have provided the City with non-binding letters of intent indicating an intention to sign an International Terminal Use Agreement (any airlines which execute an International Terminal Use Agreement are referred to as "International Terminal Airline Parties"). The airlines submitting letters of intent carry approximately _____% of the total international enplanements and _____% of the total international deplanements at the Airport in 19_____. See "International Operations at the Airport -- International Passenger Traffic at the Airport" and "The International Terminal Use Agreements".

*-- Preliminary, subject to change.

The Series 1990A Bonds are limited obligations of the City payable solely from Special Revenues which are derived primarily from certain rentals, fees and charges imposed upon the International Terminal Airline Parties pursuant to the International Terminal Use Agreements. In order to secure the payment of the principal of, premium, if any, and interest on all Bonds outstanding from time to time, a pledge is made in the Indentures of the Special Revenues and all moneys on deposit in the funds and

Accounts under the Indentures other than the Administrative Expense Fund, the Subordinated Bond Fund, and the Rebate Fund. The Series 1990A Bonds are not general obligations of the City, and neither the full faith and credit nor the taxing power of the City is pledged for their payment. Neither the Project nor any Additional Project is security for the Series 1990A (or any other) Bonds, and the Series 1990A Bonds are not secured by any other properties or improvements at the Airport or the Revenues (as defined in the City's 1983 General Airport Revenue Bond Ordinance ("G.A.R.B.O.)) or any other revenues (other than Special Revenues) derived by the City from the operation of the Airport generally.

The Series 1990A Bonds are to be issued under the authority granted to the City as a home rule unit of local government under Article VII, Section 6(a) of the Illinois Constitution of 1970, and pursuant to an ordinance adopted by the City Council of the City on _____, 1990, and a Master Trust Indenture Securing Chicago-O'Hare International Airport International Terminal Special Revenue Bonds, dated as of March 1, 1990 (the "Master Indenture"), from the City to Continental Bank, National Association, Chicago, Illinois, as Trustee (the "Trustee"), as supplemented by a First Supplemental Indenture Securing Chicago- O'Hare International Airport International Terminal Special Revenue Bonds, Series 1990A (the "Supplemental Indenture"), dated as of March 1, 1990, from the City to the Trustee (together with the Master Indenture referred to herein as the "Indentures").

This Official Statement describes the Airport and the Project, summarizes the terms of and security for the Series 1990A Bonds, and summarizes certain provisions of the International Terminal Use Agreements and the Indentures. All references to agreements and documents are qualified in their entirety by references to the definitive forms of the agreement or document. All references to the Series 1990A Bonds are further qualified by references to the information with respect to them contained in the Indentures. Any statements or information indicated to involve matters of opinion or estimates are represented as opinions or estimates in good faith, but no assurance can be given that the facts will materialize as so opinioned or estimated. The Appendices are integral parts of this Official Statement and must be read together with all other parts of the Official Statement. The City and the Underwriters do not assume responsibility as to the accuracy or completeness of information and financial data prepared by others.

Chicago-O'Hare International Airport.

General.

The Airport has been the primary commercial airport for the City, as well as an important transfer and connecting point for numerous domestic and international flights, since 1962. Located 18 miles northwest of the City's central business district, the Airport occupies 6,925 acres of land. The Airport is accessed by a network of highways, including several regional expressways which are part of the Federal Interstate Highway System, and is directly linked to the central business district by a rapid transit rail system.

Measured in terms of total passengers, the Airport was the busiest airport in 1988 for the twenty-seventh consecutive year. In 1988, it was also the busiest airport in the world as measured by aircraft operations. Passenger traffic at the Airport can be divided into two primary components: origin and destination, and connecting. The Airport's total passenger activity relative to the world's other busy airports is shown in the following table:

1988 Passenger Activity

The World's Ten Busiest Airports.

Ranking	Airport	Total Passengers	
		Number	Percent Increase (Decrease) From 1987
1	Chicago-O'Hare International Airport	56,678,991	0.7
2	William B. Hartsfield-Atlanta International Airport	45,900,098	(3.7)
3	Los Angeles International Airport	44,398,611	(1.1)

Ranking	Airport	Total Passengers	
		Number	Percent Increase (Decrease) From 1987
4	Dallas/Ft. Worth International Airport	44,271,038	5.7
5	Heathrow Airport (London)	37,525,300	8.0
6	Tokyo Haneda	32,177,040	7.5
7	John F. Kennedy International Airport (New York)	31,165,676	3.2
8	San Francisco International Airport	30,506,794	2.3
9	Stapleton International Airport (Denver)	30,011,802	(7.2)
10	LaGuardia Airport (New York)	24,158,780	(0.3)

Source: Airport Operators Council International.

From 1984 to 1988 connecting passenger traffic averaged approximately 53.2% of total passengers. Since 1984, United Airlines and American Airlines (the nation's two largest airlines, as measured by total revenue passenger miles) have substantially increased their level of service at the Airport and have enhanced their connecting patterns as evidenced by the growth in connecting traffic from 49% in 1984 to 55.7% in 1988.

**CONNECTING PASSENGER RATIO
CHICAGO-O'HARE INTERNATIONAL AIRPORT
1984 -- 1988.**

Year	Certified Domestic Airlines				Other Enplanements(5)	Total Enplanements
	Originating Passengers(1)	Connecting Passengers(2)	Enplaned Passengers(3)	Percent Connecting(4)		
1984	9,555,817	9,187,170	18,742,987	49.0%	2,591,008	21,333,995
1985	10,368,885	10,744,820	21,113,705	50.9%	2,429,266	23,542,971
1986	10,726,130	12,840,207	23,566,337	54.5%	2,456,045	26,022,382
1987	10,897,386	13,928,820	24,826,206	56.1%	2,740,314	27,566,520
1988	11,338,277	14,261,083	25,599,360	55.7%	2,717,012	28,316,372

- (1) U.S. Department of Transportation, Federal Aviation Administration Origin-Destination Survey of Airline Passenger Traffic, Domestic.
- (2) Total Passengers - Originating Passengers = Connecting Passengers.
- (3) Chicago Department of Aviation, Management Records.
- (4) Connecting passengers as a percentage of total passengers.
- (5) Other represents all other enplanements at the Airport, including enplanements on foreign flag carriers, commuter carriers, general aviation and military aircraft.

Aircraft Operations,

The following table shows total aircraft operations at the Airport for the period 1984 to 1989.

**TOTAL AIRCRAFT OPERATIONS
Chicago-O'Hare International Airport
1984-1989.**

	1984	1985	1986	1987	1988	1989
Domestic	514,440	568,603	606,818	616,756	623,499	606,554
International	27,105	27,431	31,427	34,164	33,819	36,285
Commuter	113,007	84,262	88,510	85,367	90,965	98,533
All Other	<u>53,346</u>	<u>43,718</u>	<u>51,367</u>	<u>56,610</u>	<u>55,170</u>	<u>50,054</u>
Total Aircraft Operations	<u>731,742</u>	<u>746,375</u>	<u>795,026</u>	<u>792,897</u>	<u>803,453</u>	<u>791,426</u>
Percent Increase (Decrease) From Previous Year	9.6%	2.0%	6.5%	(0.3)%	1.3%	(1.4)%

Source: City of Chicago, Department of Aviation.

[Narrative disclosure to be provided by Airport Consultant]

Since 1969, the Airport has operated under the F.A.A.'s "High Density Rule" which imposes limits on hourly aircraft operations. See "Regulatory Proceedings and Proposed State Actions -- Federal Aviation Administration".

Airport Management.

The Airport is operated by the City of Chicago through its Department of Aviation, which oversees all aspects of planning, operations, safety and security, and finance and administration at the Airport as well as at the City's two other airports, Midway Airport and Meigs Field. The Department of Aviation is headed by Jay R. Franke who has overall responsibility for the management and planning of the Airport. Commissioner Franke is assisted by eight Deputy Commissioners. The City's 1990 Appropriation Budget provides for a Department of Aviation staff of approximately 1,831 employees. Approximately 27,000 employees of the airlines, tenants, concessionaires and the federal government also work at the Airport.

Existing Facilities.

The Airport presently has six commercial aircraft runways and one general aviation runway, all of which are supported by a network of aircraft taxiways, aprons and hold areas. The commercial runways are arranged in a pattern that creates three sets of parallel runways, and are so located to allow independent aircraft operations on various runway patterns. Three of the individual runways are over 10,000 feet in length and two runways have electronic capabilities that permit aircraft landings in almost all weather conditions.

Three terminal buildings serve domestic flights and certain international departures. At the present time, a separate interim international terminal (the "Interim International Terminal") located on the ground level of the Airport's elevated parking structure serves the remaining international departures and all arriving international flights requiring clearance through customs or immigration services in the Federal Inspection Service ("F.I.S.") Facility located in the Interim International Terminal. See "The International Terminal -- Existing Facilities". All of these terminals and concourses are interconnected by enclosed pedestrian walkways and tunnels.

The Airport is a major center for other aviation-related activity such as aircraft maintenance and domestic and international air cargo shipment. Seven air cargo buildings are occupied by airlines within the cargo complex. Four airlines lease nine aircraft maintenance hangars. In addition, there are four flight kitchens, a large newly-constructed post office facility and an equipment maintenance complex that stores and services snow removal equipment for use at the Airport.

Facilities occupied by the United States Air Force at the Airport include a base for Air Force Reserve aerial transport and refueling aircraft, hangars, aircraft maintenance

centers and operational and support facilities. Agreements between the City and the federal government permit government use of the Airport's runways without charge. Historically, government use of the Airport has represented a very small percentage of total aircraft operations.

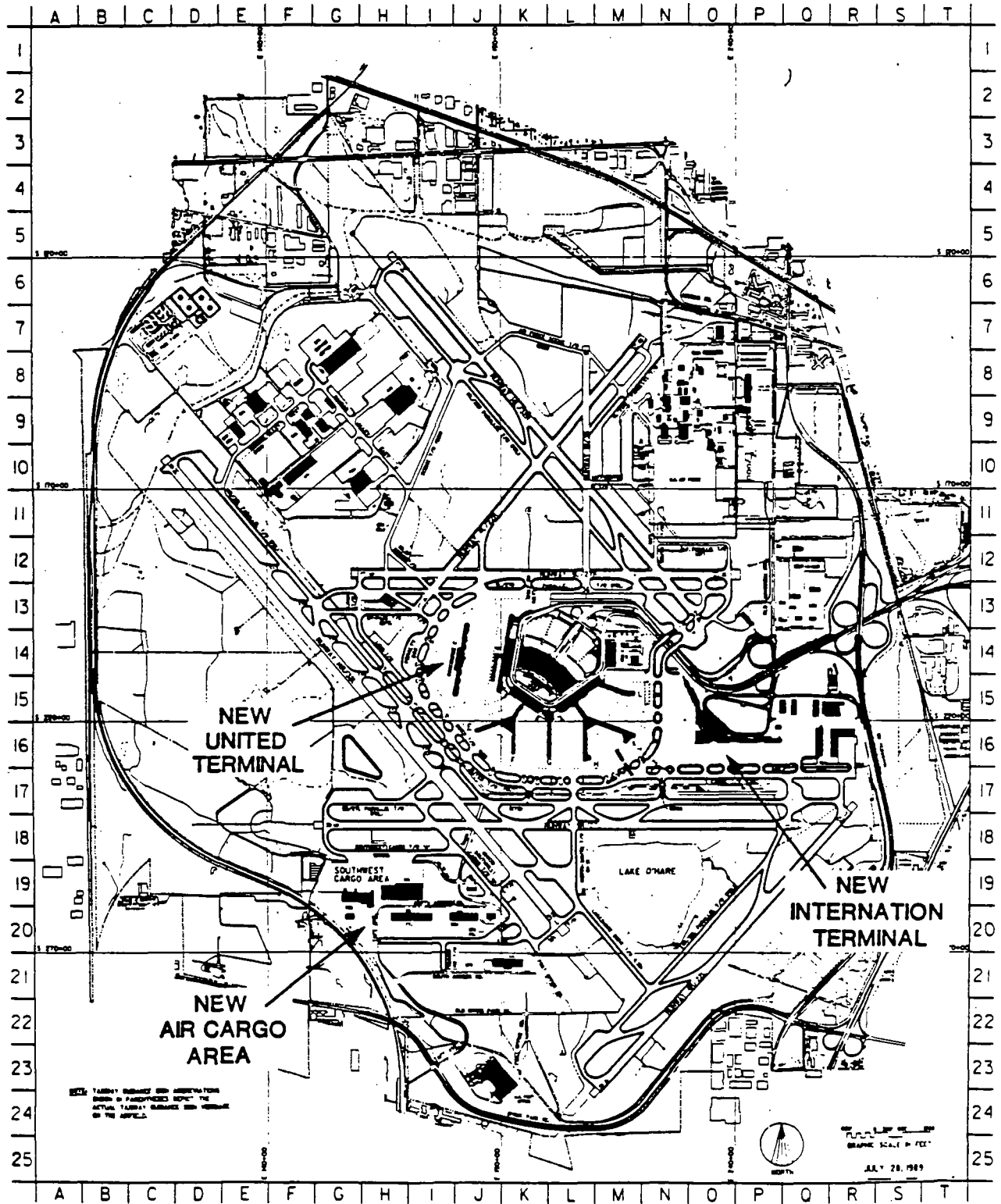
O'Hare Development Program.

The construction of the new International Terminal is one of the final projects in a series of improvements begun by the City in 1983 under its O'Hare Development Program (the "O.D.P.") for the purpose of meeting the future commercial aviation needs at the Airport through the year 1995. The major goal of the O.D.P. was to expand the capacity of the Airport's terminal gate and access systems so that they match the takeoff and landing capacity of the airfield system. Access to the Airport's passenger terminals has been improved, new gates added to accommodate additional aircraft, and almost all Airport facilities have been expanded.

The current estimated design and construction cost of the O.D.P. including projects that have been completed or are currently in progress, is approximately \$1,158 Billion (in December 1989 dollars), not including costs of the new International Terminal building. In addition, as part of the O.D.P. approximately \$1.0 Billion has been or is expected to be spent by airlines and other businesses at the Airport for terminal expansion and improvements, furnishings and equipment for tenant areas of the passenger terminals, and construction of new and/or expanding air cargo buildings, flight kitchens, general aviation facilities and other support functions. These amounts have been or are to be raised by the airlines and other businesses themselves or by the issuance by the City of special facility revenue bonds which are solely by amounts received from individual airlines pursuant to the terms of a related special facility financing arrangement.

In addition to renovating or constructing terminal buildings, the O.D.P. provides for additional parking spaces, a widening of the upper and lower level roadways in the central core and portions of the entrance roadway, along with recirculation ramp improvements to further expedite vehicle flows. To further ease vehicular congestion at the Airport, the O.D.P. provides for an automated guideway transit system (the "A.G.T. System") providing transportation between the terminals, including the new International Terminal, and the remote parking areas.

As indicated on the accompanying map (see page 12355 of this Journal), the new International Terminal will be constructed at a site adjacent to the main entrance roadway which, until recently, was occupied by the Airport's air cargo complex. Most cargo and freight forwarder operations have been relocated to a new cargo area on the southwest side of the Airport. As presently conceived, the new International Terminal will have 20 adjacent gates and an additional 5 remote hardstand gates. A separate roadway access system will be developed along with short-term parking facilities in front of the building. See "The International Terminal".



International Operations At The Airport.

The Air Trade Area.

Population. The primary air service market from which the Airport draws its originating enplanements consists of eight counties in Illinois (Cook, DuPage, Grundy, Kane, Kendall, Lake, McHenry and Will) and two counties (Lake and Porter) in Indiana (the "Chicago Region"). This area is depicted by the map on the following page. (See page _____ of this Journal.) Population statistics for the Chicago Region and comparable Midwest and United States data are presented in the following table:

Year	Chicago Region (1)		Midwest (2)		United States	
	Total	% Change From Prior Year	Total	% Change From Prior Year	Total	% Change From Prior Year
	1980	7,923		41,684		227,866
1981	7,849	0.33	41,688	0.01	230,281	1.06%
1982	7,871	0.28	41,597	(0.22)	232,646	1.03
1983	7,896	0.32	41,530	(0.16)	234,921	0.98
1984	7,935	0.49	41,592	0.15	237,144	0.95
1985	7,960	0.32	41,664	0.17	239,418	0.96
1986	7,996	0.45	41,761	0.23	241,745	0.97
1987	8,025	0.36	41,962	0.48	244,039	0.95
1988	8,025	0.00	42,166	0.49	246,267	0.91

Annual Average Compound
Growth Rate

1980 Through 1988	0.32%	0.14%	0.98%
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Source: DRI/McGraw Hill, Regional Economics Database, U.S. Department of Commerce Data.

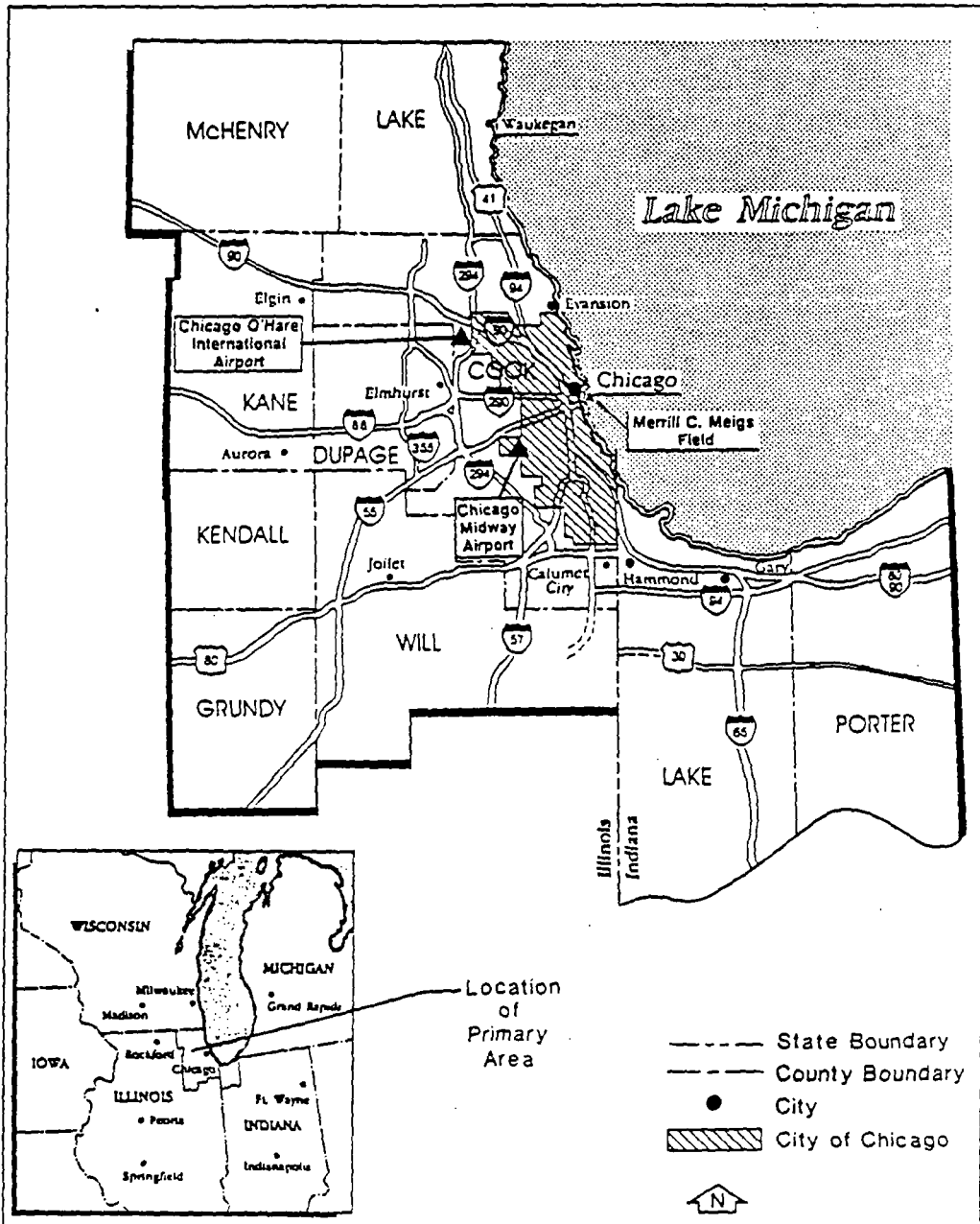
(1) Chicago Region includes Chicago, Lake, Aurora, Joliet, and Gary-Hammond PMSAs.

(2) Midwest Region includes the states of Illinois, Indiana, Michigan, Ohio and Wisconsin.

Employment. The employment base within the Chicago Region is varied, with the services and wholesale and retail trade groups each accounting for approximately 25% of total employment in 1988. As illustrated by the following table, the Chicago Region has seen the greatest job growth in the services and trade categories with the number of jobs in that category increasing by over 260,000 in the nine year period.

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PRIMARY AIR TRADE AREA CHICAGO O'HARE INTERNATIONAL AIRPORT



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**EMPLOYMENT BY TYPE (1)
1980, 1988
(in thousands)**

EMPLOYEES

Industry Group	Chicago Region (1)				Midwest (2)				United States			
	1980		1988		1980		1988		1980		1988	
	Number	% of Total	Number	% of Total	Number	% of Total	Number	% of Total	Number	% of Total	Number	% of Total
Services	699.6	20.48	963.9	25.92	3,102.0	18.94	4,121.1	23.20	17,890	20.43	25,599	24.95
Wholesale and Retail Trade	812.7	23.78	948.7	25.51	3,736.3	22.81	4,348.8	24.48	20,310	23.20	25,137	24.50
Manufacturing	926.2	27.10	723.0	19.44	4,686.6	28.61	4,204.2	23.67	20,287	23.17	19,404	18.91
Government	384.4	11.25	390.3	10.50	400.0	14.65	2,397.5	13.50	13,376	15.28	14,401	14.04
Finance, Insurance and Real Estate	240.5	7.04	297.7	8.00	870.1	5.31	1,039.2	5.85	5,161	5.89	6,676	6.51
Transportation and Public Utilities	213.6	6.25	228.4	6.14	859.0	5.24	888.7	5.00	5,147	5.88	5,547	5.41
Construction	135.3	3.96	163.7	4.40	638.0	3.89	702.8	3.96	4,353	4.97	5,122	4.99
Mining	4.9	0.14	3.4	0.09	87.4	0.53	61.5	0.35	1,027	1.17	721	0.70
TOTALS	3,417.0	100.00	3,719.1	100.00	16,379.2	100.00	17,763.8	100.00	87,551	100.00	102,607	100.00

Source: DRI/McGraw Hill, Regional Economics Database, U.S. Department of Commerce Data.
 (1) Does not include farm and federal government employment.
 (2) Chicago Region includes Chicago, Lake, Aurora, Joliet and Gary-Hammond PMSAs.
 (3) Midwest Region includes the states of Illinois, Indiana, Michigan, Ohio and Wisconsin.

Personal Income. In the nine year period from 1980 through 1988, personal income in the Chicago Region grew at an annual compound rate of 1.95% which was above the figure for the Midwest, though lower than that achieved for the total United States:

Year	Chicago Region (1)		Midwest (2)		United States	
	Total Personal Income (000's)	Per Capita Income	Total Personal Income (000's)	Per Capita Income	Total Personal Income (000's)	Per Capita Income
1980	\$104,727,000	\$13,387	\$485,363,000	\$11,644	\$2,607,300,000	\$11,442
1981	105,073,000	13,387	481,899,000	11,560	2,663,917,000	11,568
1982	103,280,000	13,122	469,861,000	11,296	2,671,375,000	11,483
1983	104,327,000	13,213	473,787,000	11,408	2,726,396,000	11,606
1984	109,170,000	13,758	499,066,000	11,999	2,877,550,000	13,134
1985	111,677,000	14,030	510,935,000	12,263	2,978,892,000	12,442
1986	115,493,000	14,444	526,479,000	12,607	3,087,820,000	12,773
1987	117,717,000	14,669	533,472,000	12,713	3,163,463,000	12,963
1988	122,213,000	15,229	546,816,000	12,968	3,263,795,000	13,253

Annual Average Compound Growth Rate	Chicago Region (1)	Midwest (2)	United States
1980 Through 1988	1.95%	1.50%	1.85%
	1.62%	1.36%	2.53%

Source: DRI/McGraw Hill, Regional Economics Database, U.S. Department of Commerce Data.
 (1) Chicago Region includes Chicago, Lake, Aurora, Joliet and Gary-Hammond PMSAs.
 (2) Midwest Region includes Illinois, Indiana, Michigan, Ohio and Wisconsin.

Commerce and Industry. The Chicago Region serves as the headquarters location for more of the largest corporations than any other area in the United States with the exception of New York City. Based upon 1988 sales data, 39 of the Fortune 500 largest industrial corporations and an additional 33 of the Fortune 500 largest non-industrial corporations are located within the Chicago Region. In addition, the Chicago Region is recognized as the nation's largest convention and meeting center. Statistics compiled by the City's Convention and Visitors Bureau indicate that convention, trade show and corporate meeting attendance has risen by 25.2%, or 3,300,000 persons, during the period from 1982 to 1989. The primary exhibit facility in the Chicago Region is the McCormick Place complex, the largest such facility in the country. A major expansion has been proposed for McCormick Place which, if completed as now proposed, will enable McCormick Place to compete on an international level with the largest convention centers in western Europe.

Airline Hub Activities.

In the opinion of the City's Airport Consultant, major airlines have long identified the Chicago Region as the optimal location in the middle western portion of the United States for a connecting hub. The chief reasons for this include: the geographic location of Chicago close to the center of the United States and its relation to many major east/west air routes; the strong local origin and destination aviation demand which by itself supports extensive service to a large number of foreign and domestic markets; and, the Airport's runway and taxiway system which is capable of handling a high volume of commercial aircraft arrivals and departures in a short period of time.

United Airlines and American Airlines both operate major connecting hubs at the Airport. As a result of the large volume of passengers passing through the Airport, American Airlines and United Airlines have begun developing international operations from these domestic hubs. The ability to bring passengers to the Airport from other domestic cities is, in the view of the City's Airport Consultant, an important factor in the development of international traffic at the Airport.

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International Passenger Activity at the Airport

The Airport's total non-Canadian international passenger activity relative to the other major United States airports is shown in the following table:

**1988 AIRPORT ACTIVITY
TOTAL INTERNATIONAL PASSENGERS**

International Passenger Rank(1)	Airport Location	1983		1988	
		Passengers(2)	Market Share	Passengers(2)	Market Share
1	New York	13,419,232	33.1%	16,752,233	27.7%
2	Miami	7,018,432	17.3	9,314,820	15.4
3	Los Angeles	3,861,337	9.5	6,346,082	10.5
4	Honolulu	2,743,575	6.8	4,450,795	7.4
5	Chicago	1,530,641	3.8	2,678,532	4.4
6	San Francisco	1,243,066	3.1	2,659,615	4.4
7	Dallas/Ft. Worth	887,604	2.2	2,017,896	3.3
8	San Juan	878,322	2.2	1,872,175	3.1
9	Houston	1,194,890	2.9	1,769,440	2.9
10	Boston	1,390,486	3.4	1,651,463	2.7
11	Atlanta	1,125,920	2.8	1,542,408	2.6
12	Guam	733,479	1.8	1,370,559	2.3
13	Seattle	773,682	1.9	1,206,754	2.0
14	Newark	337,696	0.8	957,493	1.6
15	Washington, D.C.	390,620	1.0	952,766	1.6
	<u>All Other</u>	<u>3,035,832</u>	<u>7.5</u>	<u>4,905,062</u>	<u>8.1</u>
	Total	<u>40,564,814</u>	<u>100.0%</u>	<u>60,448,093</u>	<u>100.0%</u>

Source: Immigration & Naturalization Service

(1) Ranked by total international passenger activity.

(2) Excludes Canadian traffic.

The table below presents international airline passenger activity, including travel to and from Canada, at the Airport from 1980 to October, 1989.

**TOTAL INTERNATIONAL PASSENGER TRAFFIC
Chicago-O'Hare International Airport
1980-1989**

Year	O'Hare Total International Passengers	% Change from Prior Year	O'Hare Total International Operations	% Change from Prior Year
1980	2,882,756		28,878	
1981	2,817,648	(2.3)%	26,804	(7.2)%
1982	2,657,123	5.6	27,283	(1.8)
1983	2,890,144	8.8	27,086	(0.7)
1984	3,286,369	13.7	27,105	0.1
1985	3,320,747	1.0	27,431	1.2
1986	3,658,994	10.2	31,427	14.6
1987	4,188,465	14.5	34,164	8.7
1988	4,245,025	1.4	33,819	(1.0)
1989	4,401,385	3.7	37,405	10.6
Average Annual Compound Growth Rate 1980 thru 1989		4.8%		2.9 %
1983 thru 1989		7.3%		4.4 %

Following an average annual compound rate decline of 2.6% during the period 1980 to 1982, total international passenger activity has grown at an average annual compound rate of 7.3% during the seven year period from 1983 through 1989. In three of the five years growth exceeded 10%. The growth of international travel in the 1986 and 1987 periods was due primarily to the expansion of American Airlines' activities at the Airport. With the completion of American Airlines' expansion efforts, 1988 represented activity levels consistent with the prior year, with growth in 1989 at a level 3.7% higher than in 1988.

International Aircraft Operations.

The following table sets forth non-Canadian international aircraft operations at the Airport for the period 1980 to October, 1989.

CHICAGO-O'HARE INTERNATIONAL AIRPORT NON-CANADIAN INTERNATIONAL AIRCRAFT OPERATIONS 1980 - OCTOBER, 1989 (1)

<u>Year</u>	<u>Foreign Flag Carriers</u>	<u>U.S. Carriers</u>	<u>Total</u>	<u>% Change</u>
1980	9,782	6,135	15,917	
1981	9,884	5,260	15,144	(4.9)%
1982	9,847	6,265	16,112	6.4
1983	9,482	6,702	16,184	0.4
1984	9,030	6,980	16,010	(1.1)
1985	8,962	7,147	16,109	0.6
1986	10,521	8,257	18,778	16.6
1987	11,602	9,359	20,969	11.6
1988	12,090	8,940	21,030	0.3
1989 (Jan.- Oct)	11,537	17,121	30,560	

(1) Based on Department of Aviation Management Records.

While the period 1980 through 1982 saw a general decline in total non-Canadian international aircraft operations at the Airport, total non-Canadian international aircraft activity at the Airport from 1983 through 1988 has increased at an average annual compound rate of 5.4% per year. Again, the large increases shown for 1986 and 1987 are primarily attributable to the expansion of American Airlines' activities at the Airport with 1988 reflecting a leveling off of such increased activity.

International Passenger Markets.

The following table provides a breakdown of the Airport's international traffic into various market segments (excluding Canada) for the period 1984 through October, 1989.

**INTERNATIONAL PASSENGER ENPLANEMENTS MARKET SHARE
CHICAGO O'HARE INTERNATIONAL AIRPORT
1984 - AUGUST, 1989**

Year	Europe		Mexico/Caribbean		Asia/Far East		Other		Total	
	Number of Passengers (1)	% of Total	Number of Passengers (1)	% of Total	Number of Passengers (1)	% of Total	Number of Passengers (1)	% of Total	Number of Passengers (1)	% of Total
1980	466,034	64.7%	201,025	27.9%	52,793	7.3%	0	0.0%	719,852	100.0%
1981	426,655	63.2	176,972	26.2	54,478	8.1	17,308	2.6	675,413	100.0
1982	417,340	63.2	172,832	26.2	70,524	10.7	42	0.0	660,738	100.0
1983	420,044	61.7	178,521	26.2	82,021	12.1	37	0.0	680,623	100.0
1984	497,761	59.0	238,791	28.3	104,833	12.4	1,988	0.2	843,373	100.0
1985	566,556	62.6	229,550	25.4	101,919	11.3	6,319	0.7	904,344	100.0
1986	654,552	58.9	305,865	27.5	137,553	12.4	13,157	1.2	1,111,127	100.0
1987	769,068	62.8	316,389	25.8	131,761	10.8	8,357	0.7	1,225,575	100.0
1988	808,677	63.1	327,284	25.6	137,965	10.8	6,658	0.5	1,280,584	100.0
Jan.-Aug. 1989	621,637		186,882		4,258		4,258		907,645	100.0

Source:

- (1) Immigration & Naturalization Service. Canadian destinations from which passengers are precleared for customs are not included.

The European market, which currently has the largest percentage of international activity, has experienced the greatest growth during the years from 1980 through 1989 and represents an estimated 68.5% of total non-Canadian international traffic at the Airport. This growth is largely attributable to the increased use of the Airport by American Airlines as a hub for travel to Europe.

Airlines Currently Providing International Service At The Airport.

At the present time, 18 foreign flags and an additional 12 domestic carriers provide international passenger service at the Airport. The following table presents the total number of enplaned and deplaned passengers at the Airport in 1988 for each carrier operating during that period.

Number Of Enplaned And Deplaned International
Passengers At The Airport In 1988 ⁽¹⁾⁽²⁾.

Airline	1988 Deplaned Passengers ⁽⁵⁾	1988 Enplaned Passengers ⁽⁶⁾
Air France*	29,651	28,570
Alitalia*	22,634	22,019
Am. Trans Air* ⁽⁴⁾	106,611	105,118
American* ⁽³⁾⁽⁷⁾	261,372	626,107
British*	113,376	107,804
Condor ⁽⁴⁾	8,574	8,363
El Al	7,311	7,264

* Indicates that airline has delivered a non-binding letter of intent to the City.

- (1) Based on Department of Aviation -- City of Chicago records for calendar year 1988.
- (2) Includes domestic passengers of certain charter airlines which are expected to use the new International Terminal.
- (3) Airline is a domestic airline.
- (4) Airline is a charter airline.
- (5) Deplaned Passengers means all passengers that arrived at the Interim International Terminal (Terminal 4).
- (6) Enplaned Passengers means all passengers that departed from the Interim International Terminal or that departed on international flights from any other terminal at the Airport, excluding passengers that departed on international flights to destinations with pre-clearance.
- (7) Airline currently indicated that it will not enplane passengers from the new permanent International Terminal.

Airline	1988 Deplaned Passengers (5)	1988 Enplaned Passengers (6)
Equatoriana	2,532	2,750
Gulf (4)	16,848	16,693
Iberia*	14,240	13,038
Icelandair*	21,253	19,935
Independent (4)	161	159
JAL*	60,564	53,517
JAT-Yugo	39,820	39,751
Key (4)	1,696	1,605
KLM*	95,298	85,886
Korean*	5,424	4,400
LOT Polish	13,447	12,618
Lufthansa*	106,642	98,607

* Indicates that airline has delivered a non-binding letter of intent to the City.

(4) Airline is a charter airline.

(5) Deplaned Passengers means all passengers that arrived at the Interim International Terminal (Terminal 4).

(6) Enplaned Passengers means all passengers that departed from the Interim International Terminal or that departed on international flights from any other terminal at the Airport, excluding passengers that departed on international flights to destinations with pre-clearance.

Airline	1988 Deplaned Passengers ⁽⁵⁾	1988 Enplaned Passengers ⁽⁶⁾
Mexicana*	182,600	188,489
National Air ⁽⁴⁾	159	197
Northwest ⁽³⁾⁽⁷⁾	95,319	85,591
Pan Am ⁽³⁾	73,380	72,362
Royal Jordanian	32,140	31,149
Sabena*	26,224	24,337
SAS*	42,653	41,327
Sun Country ⁽⁴⁾	36,875	40,450
Swiss Air*	57,160	55,824
TWA ⁽³⁾⁽⁷⁾	62,751	66,059
United* ⁽³⁾⁽⁷⁾	43,035	309,565

* Indicates that airline has delivered a non-binding letter of intent to the City.

(3) Airline is a domestic airline.

(4) Airline is a charter airline.

(5) Deplaned Passengers means all passengers that arrived at the Interim International Terminal (Terminal 4).

(6) Enplaned Passengers means all passengers that departed from the Interim International Terminal or that departed on international flights from any other terminal at the Airport, excluding passengers that departed on international flights to destinations with pre-clearance.

(7) Airline currently indicated that it will not enplane passengers from the new permanent International Terminal.

The Interim International Terminal.

Existing Interim Facilities.

The Interim International Terminal ("Terminal 4") is located on the ground floor of the elevated parking structure which is adjacent to the domestic terminals at the Airport. The facility was opened in 1985 to function as an interim terminal until the new permanent International Terminal could be built. Terminal 4 is a 330,000 square foot facility with no contiguous aircraft gates. A bus operation is used to move passengers between Terminal 4 and a remote aircraft hardstand approximately two miles away. Since the only F.I.S. Facility at O'Hare is located in Terminal 4, all international arrivals (except Canadian arrivals, which are pre-cleared) must use Terminal 4. Approximately 30% of international departures from O'Hare also use Terminal 4, with the balance using the domestic terminals (Terminal 1, 2 or 3).

In the opinion of the City's Airport Consultant, Landrum and Brown, Inc., Terminal 4 is inadequate to serve the Airport's needs for several reasons, including the belief that: Terminal 4 is currently operating during peak periods in excess of its capacity and is too small to handle the forecast volume of future traffic; Terminal 4 features an all remote aircraft parking operation requiring busing which is costly and inefficient; and, Terminal 4 was constructed as a temporary facility and as such does not provide a full range of passenger services. Expansion of the F.I.S. Facility at Terminal 4, even on a limited basis to cover forecast traffic demand through 1995, would be costly, necessitating extensive expansion and renovation of the Terminal 4 facilities and equipment and the international hardstand area for additional aircraft parking and requiring acquisition of additional buses to transfer passengers to aircraft. See "Appendix D -- Report of Independent Airport Consultant".

The New International Terminal.

General.

The City, working with those international carriers that expect to use the new International Terminal, has previously commissioned and funded with the proceeds of the International Terminal Special Revenue Bonds Series 1989A and moneys provided by United Airlines, the planning and design of the new International Terminal. The City plans to commence site preparation and construction of the Project in May 1990 with completion of the Project targeted for June, 1993.

The new International Terminal will encompass approximately 1,200,000 square feet of building space and have 3,740 lineal feet of adjacent ramp frontage. The building configuration will permit 20 aircraft to be parked at the new International Terminal including a fleet mix of B-747-400 aircraft, DC-10 and MD-11 type wide-body aircraft and

B-757 type narrow-body aircraft. There will also be five remote hardstand gates accessed by buses.

The total cost of the Project is currently estimated to be \$464,100,000 (on an escalated basis at 5% per year to the mid-point of construction). Under the International Terminal Use Agreements, the International Terminal Airline Parties are granted certain rights of review and approval during the design and construction process with respect to the Project. No material changes to the Project or to the Project budget may be made without the prior approval of the International Terminal Airline Parties. Funding for the Project will be provided primarily by the Series 1990A Bonds; certain moneys will be provided by G.A.R.B.s and Government Grants-in-Aid, and certain moneys previously provided by United Airlines. See "The International Terminal Use Agreement" and "Plan Of Finance". The various components of the Project (and the costs associated with such components on an escalated cost basis) are described in more detail below and in the accompanying table.

Project Components.

1. Design and Implementation. This aspect of the Project includes the cost of services to be provided by all of the design consultants (architectural, engineering and special consultants), the City's construction manager, the International Terminal Airline Parties' design and construction representatives and consultants, as well as the cost of legal services, the City's management and administrative costs, and the costs of the Trustee. The total of these costs to be funded from the Series 1990A Bonds is estimated to be approximately \$36,300,000. Further, additional Project design and implementation costs of approximately \$15,000,000 are to be funded from proceeds of G.A.R.B.s. Design costs of \$7,000,000 have already been funded by United Airlines.

2. Airside Facilities. In preparation for construction of the new International Terminal, an existing air cargo apron will have to be demolished and approximately 109,000 square yards of new aircraft apron and apron connectors will be constructed at an estimated cost of \$44,100,000. None of these costs will be payable from the Series 1990A Bonds. Instead, approximately \$26,700,000 of such costs will be derived from the G.A.R.B.s, with the balance of approximately \$17,400,000 being funded through Government Grants-in-Aid.

3. Landside Facilities. In addition to the above described airside related work, the Project will require extensive landside work estimated to cost \$32,000,000. Such work will include demolition of existing structures, construction of upper and lower level roadways for vehicular access to the new International Terminal, excavation, drainage, utilities, fencing, signage and other site improvements. Approximately \$15,100,000 of the total costs will be funded through the Series 1990A Bonds with the remaining \$16,900,000 being provided through the G.A.R.B.s.

4. Terminal Building. The construction of the International Terminal Building (the "Building") is estimated to cost \$263,800,000. The Building will contain approximately 1,200,000 square feet of space consisting of the following: approximately 444,000 square feet of space for airline and general public use; an additional 320,000 square feet for the F.I.S. Facility, which will, upon its opening, be the only F.I.S. Facility for the inspection of

inbound baggage and passenger inspections at the Airport; 309,000 square feet of space will be used for support services for the Building, including mechanical and electrical spaces, the City Department of Aviation offices, bus/tug cart road and communication rooms; and, finally, the Building will contain approximately 32,000 square feet for a central galleria style concession area. Included in the cost estimates for the Building are the associated costs for all utility services to be extended to the Building. Approximately \$246,000,000 of the Building costs will be derived from the Series 1990A Bonds with an additional \$13,100,000 being funded through G.A.R.B.s and the remainder of \$4,700,000 being provided through Government Grants-In-Aid. An additional \$12,600,000 of funds from the Series 1990A Bonds will be used to realign the Airport's A.G.T. System to the Building's present location.

5. Equipment. Airline equipment and systems will be a part of the Project. This equipment, which is estimated to cost approximately \$53,300,000 (all of which will be derived from the Series 1990A Bonds), will be used to provide service for passengers and aircraft at gates as well as systems and equipment for baggage handling, communications, fueling, glycol de-icing systems and passenger busing.

Gate support equipment includes passenger loading bridges, preconditioned air systems, ground power systems, a potable water system, a glycol system, triturator/wash system, aircraft docking systems, and hydrant fueling equipment. This equipment is being designed to support a wide range of aircraft types to accommodate virtually any combination of aircraft fleet mix. The outbound baggage handling equipment will provide manual and automated outbound baggage sortation as well as provisions for outbound odd size and late bags. The inbound luggage system will provide for domestic and international bag claim as well as recheck for transfer baggage. Other equipment to be provided includes communications, data and display systems, battery chargers, uninterruptable power supply, and apron buses to transport passengers to and from hardstand parking positions.

INTERNATIONAL TERMINAL PROJECT
PROJECT COSTS AND FUNDING SOURCES
1995 (in thousands)

	Unescalated		SOURCE OF FUNDS			
	Estimated Construction Start Completion	Costs Total (1989\$)	Escalated Costs Total(1)	Special Revenue Bonds	GARBs(2)	Other(3)
Building Construction		\$ 237,700	\$263,800	\$246,000	\$13,100	\$ 4,700
Airside Construction		39,700	44,100	0	26,700	17,400
Landside Construction		28,800	32,000	15,100	16,900	0
AGT Realignment		12,600	12,600	12,600	0	0
Design		24,500	24,500	15,800	4,100	4,600
Project Management		<u>33,800</u>	<u>33,800</u>	<u>20,500</u>	<u>10,900</u>	<u>2,400</u>
TOTAL FACILITIES		\$377,100	\$410,800	\$310,000	\$71,700	\$29,100
Equipment		<u>46,300</u>	<u>53,300</u>	<u>53,300</u>	<u>0</u>	<u>0</u>
TOTAL FACILITIES & EQUIPMENT		<u>\$423,400</u>	<u>\$464,100</u>	<u>\$363,300</u>	<u>\$71,700</u>	<u>\$29,100</u>

(1) Escalated at 5.0% per year to mid-point of construction.

(2) General Airport Revenue Bonds

(3) Includes United Airlines contribution of \$7,000,000 and estimated AJP funds of \$22,100,000.

Project Management.

Responsibility for implementation of the Project is divided between the City's Department of Public Works and Department of Aviation. The Department of Public Works is responsible for the design and construction of all capital improvements for the City and accordingly is responsible for the construction of the Project. The Department of Aviation is responsible for the planning and financing of capital improvements at the City's airports, including the Project.

The Program Management Office is a special City office created for the purpose of managing the design and construction of the O.D.P. The Director of the Program Management Office reports directly to the Commissioners of Aviation and Public Works. The Program Management Office manages the implementation of the Project on a day-to-day basis, including directing the work of Group One Design (the Project design team, consisting of a joint venture of Perkins & Will, Heard & Associates, and Consoer Townsend & Associates), and Terminal 5 Venture (the City's construction manager, which is a joint venture of Gilbane Building Company, UBM, Inc., Globetrotters Engineering Company, d'Escoto, Inc. and Rubinos & Mesia Engineers).

Airline Participation.

The airlines expecting to use the new International Terminal have participated in the entire planning and design of the new International Terminal which is intended to be responsive to the airlines' needs and requests. By signing the International Use Agreements, the International Terminal Airline Parties thereby approve the preliminary scope description, cost estimate, and schedule for the Project. During the course of the completion of the Project design, the City will continue to consult with the International Terminal Airline Parties and will provide in-progress submittals to the International Terminal Airline Parties for their approval. Following the necessary approvals, the City will finalize the then current cost estimate, scope description, schedule, and implementation plan.

The Project cost estimate may be revised only (i) upon the agreement of the City and the International Terminal Airline Parties, (ii) to reflect actual contracts awarded, (iii) to reflect any other matters approved by the International Terminal Airline Parties, or (iv) pursuant to certain inflation adjustments. During the construction process the International Terminal Airline Parties will have the right to approve contract awards which exceed the engineer's estimate by more than 5%, design and specification changes, and increases to the project cost estimate. See "The International Terminal Use Agreements -- Approval and Construction of International Terminal Project".

Construction Cost And Schedule.

In the opinion of Gilbane Building Company, on behalf of Terminal 5 Venture, the current schedule for completion of the new International Terminal is reasonable and attainable, if continuing development and planning efforts proceed without delay, see Appendix E.

Plan Of Finance.

Sources Of Funds.

The Series 1990A Bonds [and additional Bonds] will provide approximately \$_____ in funding. In addition, approximately \$71,700,000 of Project costs will be financed from the proceeds of the City's General Airport Revenue Bonds, and an estimated \$22,000,000 will be provided by Government Grants-in-Aid. United Airlines previously furnished \$7,000,000 to partially fund Project design.

Estimated Application Of Series 1990A Bond Proceeds.

The proceeds from the sale of the Series 1990A Bonds (exclusive of accrued interest, which will be deposited in the Series 1990A Interest Account in the Bond Fund) are estimated to be applied as follows:

Escrow deposits for payment of Series 1989A Bonds ⁽¹⁾	\$ _____
Deposit to Series 1990A Costs of Issuance Account	_____
[Deposit to Series 1990A Debt Service Reserve Account in the Debt Service Reserve Fund ⁽²⁾	_____
Deposit to Series 1990A Capitalized Interest Account in the Construction Fund	_____

(1) Series 1989A Bonds were issued to provide interim financing and will be redeemed.

(2) Deposit may be funded by either a surety bond, insurance or a letter of credit.]

Deposit to Series 1990A Construction Account in the
Construction Fund⁽³⁾

Principal Amount of Series 1990A Bonds \$

⁽³⁾ Disbursements and transfers from the Series 1990A Construction Fund Account are discussed below:

See "Summary of Certain Provisions of the Indentures".

Debt Service Schedule.

Series 1990A Bonds.

Bond Year Ending January 1	Principal and Mandatory Sinking Fund Payments	Interest	Total Debt Service	Outstanding Special Revenue Bonds
1991	\$	\$	\$ *	\$
1992			*	
1993			*	
1994				
1995				
1996				
1997				
1998				
1999				
2000				
2001				

* Capitalized interest.

Bond Year Ending January 1	Principal and Mandatory Sinking Fund Payments	Interest	Total Debt Service	Outstanding Special Revenue Bonds
2002				
2003				
2004				
2005				
2006				
2007				
2008				
2009				
2010				
2011				
2012				
2013				
2014				
2015				
2016				
2017				
2018				

The Series 1990A Bonds.

The Series 1990A Bonds will mature on January 1 of the years and in the amounts shown on the cover page hereof and will bear interest payable on July 1, 1990 and semiannually after that date on January 1 and July 1 in each year (each such date an "Interest Payment Date"), at the rates per annum set forth on the cover page hereof.

Redemption Prior To Maturity.

Sinking Fund Redemptions. The Series 1990A Bonds maturing on January 1, 2010 and January 1, 2018, respectively, are subject to mandatory redemption through the application of Sinking Fund Payments at a Redemption Price equal to 100% of the principal amount thereof, together with payment of accrued interest thereon to the date of redemption, on January 1 in each of the years set forth below in the following principal amounts:

Series 1990A Bonds Maturing
January 1, 2010Series 1990A Bonds Maturing
January 1, 2018

Year	Principal Amount
------	---------------------

Year	Principal Amount
------	---------------------

No adjustment in the principal amount of the Series 1990A Bonds to be redeemed by allocation of annual Sinking Fund Payments will be made because of the prior redemption of the Series 1990A Bonds. Amounts accumulated in the Series 1990A Principal Account or other amounts delivered to the Trustee for such purpose may, and if so directed by the City shall, be applied by the Trustee, on or before the 45th day preceding any Sinking Fund Payment date, to the purchase of Series 1990A Bonds of the maturity for which such Sinking Fund Payment is to be made in an amount not exceeding that necessary to pay the principal of Series 1990A Bonds due on such Payment Date. The purchase price paid by the Trustee (excluding accrued interest but including any brokerage and other charges) for any Series 1990A Bond purchased will not exceed the Redemption Price of such Series 1990A Bond. The Trustee shall also provide for the payment out of the Series 1990A Interest Account of the amount of accrued interest payable on any Series 1990A Bond purchased from moneys in the Series 1990A Principal Account. Any Series 1990A Bonds so purchased shall be cancelled and the applicable Redemption Price thereof shall be credited against the applicable Sinking Fund Payment due on the next Payment Date.

Optional Redemption With Premium. The Series 1990A Bonds maturing on or after January 1, 2001 are also subject to redemption at the option of the City, on or after January 1, 2000, in whole at any time or in part on any Payment Date, and if in part, in such order of maturity as the City determines and within any maturity by lot, upon notice as provided in the Indentures and at the respective Redemption Prices (expressed as a percentage of the principal amount of the Series 1990A Bonds to be so redeemed) set forth below, plus accrued interest to the date fixed for redemption:

Redemption Period (both dates inclusive)	Redemption Price
January 1, _____ through December 31, _____	_____ %
January 1, _____ through December 31, _____	_____ %
January 1, _____ and thereafter	_____ %

No Other Redemptions Permitted or Required. The Series 1990A Bonds are not subject to mandatory redemption in whole or in part before maturity if the interest paid or payable on any Series 1990A Bond to other than a "substantial user" of the Project or a "related person" (within the meaning of Section 147(a) of the Code) is deemed includible in the gross income of the owner or former owner thereof for federal income tax purposes under the Code. The Series 1990A Bonds are not subject to extraordinary optional redemption without premium before maturity upon damage, destruction or condemnation of all or substantially all of the Project or injunction or other prohibition of the construction or operation of the Project by any order, decree, rule or regulation of any court or any Federal, state or other governmental body or agency. If the International Terminal is damaged or destroyed, the City is required by the International Terminal Use Agreements to use all proceeds of insurance to rebuild the International Terminal. See "The International Terminal Use Agreements -- Grant of Rights: Obligations of City and International Terminal Airline Parties". Such insurance proceeds are not available to redeem the Series 1990A (or any other) Bonds. There Is No Provision For Acceleration Of The Maturity Of The Series 1990A (Or Any Other) Bonds If Any Default Occurs In The Payment Of Principal Of, Premium, If Any, Or Interest On The Series 1990A Bonds Or In The Performance Or Any Other Obligation Of The City Under The Indentures.

Notice and Effect of Redemption. Notice of redemption of the Series 1990A Bonds will be mailed by the Trustee not less than 30, nor more than 60, days prior to the redemption date, by registered or first class mail, or overnight delivery, to the Owner of each Series 1990A Bond to be redeemed in whole or in part. Each notice of redemption will among other things: (i) specify the Series 1990A Bonds (or portions thereof) to be redeemed, the redemption date and the Redemption Price, and (ii) state that the interest on the Series 1990A Bonds (or portions thereof) designated for redemption in such notice shall cease to accrue from and after such redemption date.

If fewer than all of the Series 1990A Bonds are called for redemption, the Trustee is required to select the Series 1990A Bonds or portions thereof to be redeemed from Series 1990A Bonds Outstanding and not previously called for redemption.

If the Owner of any Series 1990A Bond called for redemption, in whole or in part, shall fail to present such Bond to the Trustee for payment (and exchange for a substitute Series 1990A Bond in the principal amount of the portion not called for redemption), such Series 1990A Bond will, nevertheless, become due and payable on the date fixed for redemption to, and only to, the extent of the portion called for redemption, and interest shall cease to accrue after such date on such Bond or portion thereof.

If notice of redemption is given as described above and if sufficient fund for the Redemption Price plus interest accrued and unpaid on the Series 1990A Bonds (or portions thereof) to the redemption date are held for the purpose of such payment by the Trustee, then the Series 1990A Bonds (or portions thereof) so called for redemption will, on the redemption date, cease to bear interest and will no longer be deemed Outstanding under or secured by the lien of the Indentures.

Book Entry Only System.

Bonds in Book Entry. When the Series 1990A Bonds are issued, ownership interests will be available to purchasers only through a book entry system (the "Book Entry System") maintained by Midwest Securities Trust Company, Chicago, Illinois ("M.S.T.C."). The following discussion will not apply to Series 1990A Bonds if issued in physical form because of discontinuance of the Book Entry System.

The information in this section concerning M.S.T.C. and M.S.T.C.'s book entry system has been obtained from sources the City believes to be reliable, but neither the City nor the Underwriters take any responsibility for the accuracy or completeness thereof.

The Series 1990A Bonds will be registered under a book entry only system, with bond certificates immobilized at M.S.T.C. and not available for distribution to the public, evidencing ownership of the Series 1990A Bonds in maturing amounts of \$5,000 or integral multiples thereof, with transfers of beneficial ownership effected on the records of M.S.T.C. and its participating organizations ("participants") pursuant to rules and procedures established by M.S.T.C. Payments of principal, interest and premium, if any, on the Series 1990A Bonds will be paid to M.S.T.C. or its nominee as the registered owner of the Series 1990A Bonds. Transfers of payments of principal, interest and premium, if any, to participants of M.S.T.C. will be the responsibility of M.S.T.C. Transfers of payments of principal, interest and premium, if any, to beneficial owners by participants of M.S.T.C. will be the responsibility of such participants and other nominees of beneficial owners. Participants are responsible for furnishing confirmations of purchase of Series 1990A Bonds to the beneficial owners. For every exchange or transfer among beneficial owners of the Series 1990A Bonds, M.S.T.C. or the applicable participants may charge a fee sufficient to reimburse it or them for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

The Indentures provide for the Trustee to perform certain duties with respect to Bonds, including the Series 1990A Bonds. The Trustee will perform certain fiduciary duties for the Bondholders, such as maintaining the funds and accounts established under the Indentures. The foregoing notwithstanding, the duties of the Trustee to the holders of the Series 1990A Bonds will run solely to M.S.T.C. or its nominee as the registered owner of the Series 1990A Bonds.

M.S.T.C. has advised the City that it is a limited-purpose trust company organized under the laws of the State of Illinois, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the Illinois Uniform Commercial Code, as amended, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Security

Exchange Act of 1934, as amended. M.S.T.C. was created to hold securities of its participants and to facilitate the clearance and settlement of securities transactions among M.S.T.C. participants in such securities through electronic book entry changes in accounts of the M.S.T.C. participants, thereby eliminating the need for physical movement of securities certificates when ownership of securities is transferred. M.S.T.C. participants include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. Access to the M.S.T.C. system is also available to others such as banks, brokers, dealers and trust companies that clear securities transactions through or maintain a custodial relationship with an M.S.T.C. participant, either directly or indirectly.

As long as M.S.T.C. is the securities depository of the Series 1990A Bonds, the Series 1990A Bonds will be registered in the name of Kray & Co., as the nominee of M.S.T.C., and the certificates for the Series 1990A Bonds will be held by M.S.T.C. Interest in the Series 1990A Bonds may be purchased by or through participants. Such participants and the persons for whom they acquire interests in the Series 1990A Bonds as nominees are referred to herein as "Beneficial Owners". Beneficial Owners will not receive bond certificates representing their interests in the Series 1990A Bonds. Such interests will be recorded and transferred only on the computerized Book Entry System operated by M.S.T.C.

As long as M.S.T.C. is the securities depository of the Series 1990A Bonds, the Trustee and the City will treat M.S.T.C. or its nominee as the sole and exclusive owner of the Series 1990A Bonds for all purposes. Accordingly, the Trustee and the City will make payments of principal, premium, if any, and interest on the Series 1990A Bonds, and will give any notices permitted or required to be given to Bondholders under the Indentures, only to M.S.T.C. The remittance of such payments and the transmittal of such notices to participants and their customers are the obligations of M.S.T.C. and participants, respectively.

Neither The Trustee Nor The City Will Have Any Responsibility Or Obligation To Any Participant, Any Person Claiming A Beneficial Ownership Interest In Any Series 1990A Bonds Under Or Through M.S.T.C. Or Any Participant, Or Any Other Person Which Is Now Shown On The Registration Books Of The Trustee As Being An Owner, With Respect To The Accuracy Of Any Records Maintained By M.S.T.C. Or Any Participant, The Payment By M.S.T.C. Or Any Participant Of Any Amount In Respect Of Principal Or Premium, If Any, Or Interest On Any Series 1990A Bonds, Any Notice Which Is Required To Be Given To Owners Under The Indentures, The Selection By M.S.T.C. Or Any Participant Of Any Person To Receive Payment In The Event Of A Partial Redemption Of The Series 1990A Bonds, Or Any Consent Given Or Other Action Taken By M.S.T.C. Or Its Nominee As The Registered Owner Of The Series 1990A Bonds.

The City may determine in its sole discretion that (i) M.S.T.C. is unwilling or unable to discharge its responsibilities as securities depository, or (ii) it is in the best interest of the City that the beneficial owners of the Series 1990A Bonds be able to obtain certificates for such Bonds. In addition, M.S.T.C. may determine to discontinue providing its services with respect to the Series 1990A Bonds at any time by giving notice to the Authority and the Trustee and discharging its responsibilities with respect thereto under applicable law. Under such circumstances the City may appoint a successor securities depository, and

M.S.T.C., the Trustee and the City will cooperate to arrange for such other securities depository to maintain custody of certificates evidencing such Bonds. If a successor securities depository is appointed, that successor or its nominee will be treated by the Trustee and the City as the sole and exclusive owner of such Series 1990A Bonds and, as in the case of M.S.T.C., the responsibilities and obligations of the Trustee and the City will be solely to that successor securities depository or its nominee and not to any participant in the successor or any person claiming a beneficial ownership interest in any such Series 1990A Bonds. If there is no successor securities depository, the City and the Trustee will be obligated to deliver certificates for such Series 1990A Bonds in physical form as described in the Indentures, and the Trustee and the City will cooperate to make such certificates available. If such certificates are issued, the provisions of the Indentures will apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates.

Effect on Series 1990A Bonds of Discontinuance. The following three paragraphs apply to the Series 1990A Bonds only when not in the Book Entry System:

(a) The Series 1990A Bonds will be issuable only as fully registered bonds in denominations which are integral multiples of \$5,000. Exchanges and transfers will be made without charge to the owners, except that in each case the Trustee will require the payment by the owner requesting exchange or transfer of any tax or governmental charge required to be paid with respect thereto.

(b) Principal of, and premium, if any, on the Series 1990A Bonds will be payable upon presentation and surrender when due at the principal corporate trust office of the Trustee. Interest on the Series 1990A Bonds will be payable by check or draft mailed to the persons in whose names they are registered at the close of business on the _____ or _____ before the Interest Payment Date (the "Record Date") or, at the option of any owner of not less than \$1,000,000 principal amount of the Series 1990A Bonds, by wire transfer to any address in the continental United States on the applicable Interest Payment Date to the registered owner as of the applicable Record Date, if such registered owner provides the Trustee with written notice of such wire transfer address at least 15 days prior to such Record Date (which notice may provide that it will remain in effect with respect to subsequent Interest Payment Dates unless and until changed or revoked by subsequent notice).

(c) Each Series 1990A Bond will be dated and bear interest from the interest Payment Date next preceding its date of authentication and delivery unless (i) it is authenticated and delivered before July 1, 1990, in which case it will be dated and bear interest from _____ 1, 1990 or (ii) it is authenticated and delivered on any interest payment date, in which event it will be dated and bear interest from such date; provided, however, that if at any time interest due on such Series 1990A Bond shall not have been paid in full, then such Series 1990A Bond will be dated and bear interest from the date to which interest on such Series 1990A Bond shall have been paid in full.

Use of Certain Terms in Other Sections of this Official Statement. In reading this Official Statement it should be understood that while the Series 1990A Bonds are in the Book Entry System, references in other sections of this Official Statement to owners should be read to include the person for which the participant acquires an interest in the Series 1990A Bonds, but (i) all rights of ownership must be exercised through M.S.T.C. and the Book Entry System and (ii) notices that are to be given to owners by the City or the Trustee will be given only to M.S.T.C. M.S.T.C. will be required to forward (or cause to be forwarded) the notices to the participants by its usual procedures, so that such participants may forward (or cause to be forwarded) such notices to the beneficial owners.

Security And Sources Of Payment For The Series 1990A Bonds.

Pledge Of Special Revenues And Certain Fund Balances.

The Series 1990A Bonds are payable solely from Special Revenues. Special Revenues consist of (a) those rentals, fees and charges payable by the International Terminal Airline Parties pursuant to the International Terminal Use Agreements for the purpose of providing funds for the payment of (i) the principal of, premium, if any, and interest on Bonds, (ii) all sinking and other reserve fund payments required by the Indentures, (iii) all amounts required pursuant to the rate covenant, (iv) all amounts required to be deposited in the Subordinated Bond Fund, and (v) all Administrative Expenses, all as they become due, (b) certain investment earnings on the Administrative Expense Fund required to be transferred to the Special Revenue Fund, (c) investment earnings on the Special Revenue Fund, and (d) any other amounts deposited by the City in the Special Revenue Fund. In order to secure the payment of the principal of, premium, if any, and interest on all Bonds Outstanding from time to time, a pledge is made in the Indentures of the Special Revenues and all moneys on deposit in the Funds and Accounts under the Indentures (including moneys in the Construction Fund and investment income thereon) other than the Administrative Expense Fund, the Subordinated Bond Fund, and the Rebate Fund (the "Trust Estate"). The City has covenanted not to issue any bonds, notes, or other evidences of indebtedness secured by all or any portion of the Trust Estate other than Bonds and Subordinated Bonds, and shall not create or cause to be created any other lien or charge on Special Revenues or any other amounts pledged for the benefit of the holders of Bonds under the Indentures. See "Appendix B -- Summary of Certain Provisions of the Indentures".

Limited Obligation.

The Series 1990A Bonds and the interest on the Series 1990A Bonds are limited obligations of the City payable solely from the Special Revenues and certain other moneys and securities held by the Trustee under the Indentures, and do not constitute an indebtedness or a loan of the credit of the City within the meaning of any constitutional or statutory limitation, and neither the full faith and credit, nor the taxing power of the City,

the State of Illinois or any political subdivision of the State of Illinois is pledged for the payment of the principal of, premium, if any, or interest on the Series 1990A Bonds. Neither the Project nor any Additional Project is security for the Series 1990A (or any other) Bonds, and the Series 1990A Bonds are not secured by any other properties or improvements at the Airport or the Revenues (as defined by G.A.R.B.O.) or any other revenues (other than Special Revenues) derived by the City from the operation of the Airport generally.

Rate Covenant.

The City has covenanted in the Indentures to establish and assess (and to revise from time to time as necessary) rentals, fees and charges under the International Terminal Use Agreements which will produce Special Revenues in each calendar year in which Bonds are outstanding that, together with any cash balance in the Special Revenue Fund on the first day of such calendar year not then required to be deposited in any other Fund (or Account or sub-account thereof) and certain investment earnings shall equal an amount not less than the greater of (i) the aggregate amounts required to be deposited during such calendar year in the Bond Fund, the Debt Service Reserve Fund, the Administrative Expense Fund and the Subordinated Bond Fund and (ii) 125% of the Annual Debt Service with respect to the Bond Year commencing during such calendar year reduced by aggregate amount on deposit in all Series Capitalized Interest Accounts for the purpose of paying interest on Bonds during such Bond Year. See Appendix B -- "Summary of Certain Provisions of the Indentures".

Debt Service Reserve Fund.

The City is required to establish a Series 1990A Debt Service Reserve Account in the Debt Service Reserve Fund. The Trustee shall deposit proceeds from the issuance of the Series 1990A Bonds into such account and maintain therein available funds in an amount equal to the Series 1990A Debt Service Reserve Fund Requirement, equal to the projected maximum Annual Debt Service on the outstanding Series 1990A Bonds for the current or any future Bond Year. The City may satisfy the Series Debt Service Reserve Fund Requirement for the Series 1990A Bonds in whole or in part by depositing into the Series 1990A Debt Service Reserve Account one or more irrevocable letters of credit or irrevocable surety bond policies issued by a bank or bond insurance company with one of the three highest credit ratings available from a Rating Agency. Such letters of credit or surety bond policies must have a term of at least five years and meet other requirements, including the availability of funds thereunder for all purposes for which moneys in the Series 1990A Debt Service Reserve Account may be applied. Deficiencies in the Debt Service Reserve Fund are required to be satisfied from Special Revenues. See Appendix B -- "Summary of Certain Provisions of the Indentures".

Additional Bonds And Subordinated Obligations.

Under the Indentures, the City may issue additional Bonds without limitation as to amount, except as may be limited by law, for the purposes of (a) the payment or reimbursement of the costs of the Project or one or more Additional Projects, (b) the refunding of the Series 1990A Bonds or additional Bonds issued to finance or refinance the Project or one or more Additional Projects and (c) the funding of the Debt Service Reserve Fund and any other Fund or Account as specified in the Supplemental Indenture under which such additional Bonds are issued, including, in each case, payment of the Costs of Issuance. Under the Indentures, each series of such additional Bonds will be secured on a parity with the Series 1990A Bonds by a lien on the Special Revenues of the City under the International Terminal Use Agreements. Except for Bonds issued to finance an Additional Project, a separate Series Debt Service Reserve Fund Account will be established for each Series of additional Bonds; the Supplemental Indenture authorizing a Series of Bonds to finance any Additional Project may, but is not required to, establish a Series Debt Service Reserve Account for such Series of Bonds.

Issuance of additional Bonds is subject to a number of conditions, including a provision that, at the time of issuance of such additional Bonds, no Event of Default shall have occurred and remain continuing under the Indentures. The primary condition is that the Trustee and City must first receive certification by the Airport Consultant that, in each Bond Year and calendar year, as the case may be, during the later of (a) the three-year period commencing after the calendar year in which the Project or Additional Project to be financed or refinanced with the proceeds of such additional Series of Bonds is expected to be completed or (b) the five-year period commencing after the calendar year in which such additional Series of Bonds is issued, the Special Revenues to be derived by the City under the International Terminal Use Agreements together with amounts on deposit in the Special Revenue Fund on the first day of such calendar year and not then required to be deposited in any other Fund or Account or sub-account thereof and certain investment earnings will equal an amount not less than the greater of (i) the aggregate amounts required to be deposited during such calendar year in the Bond Fund, the Debt Service Reserve Fund, the Administrative Expense Fund and the Subordinated Bond Fund and (ii) 125% of the Pro Forma Annual Debt Service with respect to the Bond Year commencing during such calendar year reduced by the aggregate amount on deposit in all Series Capitalized Interest Accounts for the purpose of paying interest on Bonds during such Bond Year. Such certification is not required for a Series of Bonds issued (a) to finance costs of completion of the Project or an Additional Project if the total costs of such Project do not exceed 115% of the originally estimated costs thereof or (b) to refund Bonds if the City certifies to the Trustee that the aggregate Annual Debt Service on all Bonds does not increase after giving effect to such refunding.

The City may also issue obligations which are payable out of, or secured by the pledge of, amounts which may be withdrawn from the Subordinated Bond Fund. Special Revenues may be transferred each month into the Subordinated Bond Fund from the Special Revenue Fund only after all required transfers into the Bond Fund (to pay principal of, and premium, if any, and interest on Bonds), into the Debt Service Reserve Fund and into the Administrative Expense Fund have been completed. Once amounts are paid into the Subordinated Bond Fund such moneys are not subject to the lien of the Bonds. See

"Appendix B -- Summary of Certain Provisions of the Indentures -- Certain Additional Conditions to Issuance of Bonds".

Rates And Charges Imposed Upon International Terminal Airline Parties.

The International Terminal Use Agreements provide that the aggregate of all Special Revenue Bond Fees and Charges payable each Fiscal Year under all International Terminal Use Agreements by all International Terminal Airline Parties shall be sufficient to pay the Special Revenue Bond Debt Service and Fund Deposit Requirements for such Fiscal Year. To this end, each International Terminal Airline Party is required to pay rentals, fees and charges to the City on a monthly basis during each Fiscal Year based upon a projection of rentals, fees and charges prepared by the City. The International Terminal Airline Parties' obligations to pay Special Revenue Bond Fees and Charges begin when moneys are required to meet Special Revenue Bond Debt Service and Fund Deposit Requirements, regardless of when the Project is completed and the International Terminal Airline Parties occupy the new International Terminal. These rentals, fees and charges may be adjusted by the City at any time upon 30 days' written notice to the International Terminal Airline Parties, but not more than three times during any Fiscal Year. In addition, the City may adjust the rentals, fees and charges at any time if required to enable the City to meet its rate covenant in the Indentures.

International Terminal Airline Parties with International Terminal Use Agreements expiring in 2018 will pay rentals and charges based on base rates. International Terminal Airline Parties with International Terminal Use Agreements expiring in 2008 will pay rentals and charges based on premium rates equal in each case to 125% of the applicable base rate. International Terminal Airline Parties with Month-to-Month Agreements will pay rentals and charges based on month-to-month rates equal to 135% of the premium rate with respect to rentals and 135% of the average of the applicable base rate and premium rate with respect to other charges.

If in any Fiscal Year, the number of Enplaned Passengers and Deplaned Passengers using the new International Terminal is less than 60% of the number of such passengers in 1995 (or an earlier specified year, if appropriate), then each International Terminal Airline Party will be charged a pro rata share of the Enplaned and Deplaned Common Use Cost Center I.T.-C.R.C. and S.R.B. Requirements and S.R.B. Equipment Charges for such Fiscal Year. These so-called "safety net" charges would be in lieu of the use charges and equipment charges otherwise payable by such International Terminal Airline Party.

If any additional F.I.S. Facility is constructed and operated at the Airport, and any International Terminal Airline Party elects to utilize such additional F.I.S. Facility for its Deplaned Passengers, then the City will, under certain circumstances, charge such International Terminal Airline Party Enplaned and Deplaned Replacement Fees. Enplaned and Deplaned Replacement Fees payable by any International Terminal Airline Party will be used first to pay Special Revenue Bond Debt Service and Fund Deposit Requirements. See "The International Terminal Use Agreements".

[Surety Bond/Insurance/Letter of Credit]

[To be provided, if necessary]

The Airlines And The Airline Industry.

Information Concerning The Airlines.

Certain of the International Terminal Airline Parties (or their respective parent corporations) are subject to the information reporting requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith file reports and other information with the Securities and Exchange Commission (the "Commission"). Certain information, including financial information, as of particular dates, concerning each of the International Terminal Airline Parties (or their respective parent corporations) is disclosed in certain reports and statements filed with the Commission. Such reports and statements may be inspected in the Public Reference Room of the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549, and at the Commission's regional offices at 230 South Dearborn Street, Room 3190, Chicago, Illinois 60604 or 75 Park Place, 14th Floor, New York, New York 10007. Copies of such reports and statements may be obtained from the Public Reference Section of the Commission at the above address at prescribed rates. In addition, each of the International Terminal Airline Parties and certain other airlines are required to file periodic reports of financial and operating statistics with the United States Department of Transportation. Such reports can be inspected at the following location: Office of Aviation Information Management, Data Requirements and Public Reports Division, Research and Special Programs Administration, Department of Transportation, Room 4201, 400 Seventh Street, S. W., Washington, D. C. 20590, and copies of such reports can be obtained from the Department of Transportation at prescribed rates. The foreign airlines also provide certain information concerning their operations and financial affairs which may be obtained from the respective airlines.

Airline Industry.

Generally, the rights of domestic and foreign flag air carriers to provide air service between the Airport and foreign destinations are governed by bilateral international trade agreements between the United States and the countries where such destinations are located. These bilateral agreements are individually negotiated between two powers with exclusive sovereignty over their respective air spaces. Often the foreign countries own and operate or heavily subsidize a single air carrier, while the United States will seek to permit multiple domestic flag carriers to service routes to a foreign destination. Both the United States Department of Transportation ("D.O.T.") and its foreign equivalents have power pursuant to the bilateral agreements to grant, alter and terminate the rights of individual foreign flag and domestic air carriers to service international air routes to and from the Airport. The ability of each International Terminal Airline Party to provide international

air service to the Airport (and possibly to perform its obligations under its International Terminal Use Agreement) is thus subject to potential termination or modification of existing bilateral agreements and modification or revocation of existing permits issued by D.O.T. or its counterpart regulatory entity under any such bilateral agreement. See Appendix D -- "Report of Independent Airport Consultant-Part II, Air Traffic/Air Service Analysis, Subpart (B) International Air Service, Subsection (3), Potential New Air Service".

The International Terminal Use Agreements.

The following is a summary of certain provisions of the International Terminal Use Agreements, to which reference is made for a complete statement of the provisions of contents thereof. The International Terminal Use Agreements signed by the International Terminal Airline Parties are substantially similar except for provisions relating to different exclusive use premises for each International Terminal Airline Party and the term of the International Terminal Use Agreement for each International Terminal Airline Party.

Term.

The International Terminal Use Agreements will be effective as of January 1, 1990, or if executed after the Date of Beneficial Occupancy of the new International Terminal, as of the date of execution. An International Terminal Use Agreement will be effective only when executed and delivered by both the City and the respective International Terminal Airline Party. Each International Terminal Airline Party may elect to sign an International Terminal Use Agreement terminating on December 31, 2008 or May 11, 2018 or may execute a Month-to-Month Agreement. An International Terminal Airline Party designating a December 31, 2008 termination date may at any time prior to December 31, 2007 elect to extend the term of its International Terminal Use Agreement to May 11, 2018.

Certain rights and obligations of each International Terminal Airline Party and the City with respect to approval of the International Terminal Project, construction of the International Terminal Project, ingress to and egress from the Airport, the issuance of Special Revenue Bonds and the obligation to pay amounts sufficient to pay Special Revenue Bond Debt Service and Fund Deposit Requirements as the same become due commence upon the date of effectiveness of the International Terminal Use Agreements. All other rights and obligations commence on the Date of Beneficial Occupancy of the new International Terminal.

Rentals, Fees And Charges.

Cost Centers. The International Terminal Use Agreements segregate the International Terminal Area into four International Terminal Cost Centers. These are the Exclusive Use Cost Center, the Enplaned Common Use Cost Center, the Deplaned Common Use Cost Center and the Equipment Cost Center. The purpose of the International Terminal Cost Centers is to allow for the calculation of International Terminal Area Fees and Charges and Special Revenue Bond Fees and Charges in a manner which allocates such fees and charges between the International Terminal Airline Parties based on their usage of the new International Terminal.

In order to calculate International Terminal Area Fees and Charges, the I.T.-C.R.C. requirement for each of the International Terminal Cost Centers (except the Equipment Cost Center) is determined by allocating to it (a) O. & M. Expenses of the International Terminal Area, (b) Allocated G.A.R.B. Debt Service, (c) Allocated Terminal Support Area Net Deficit or Net Revenues and (d) Non-Airline Revenues of the International Terminal Area.

O. & M. Expenses of the International Terminal Area, Allocated G.A.R.B. Debt Service and Allocated Terminal Support Area Net Deficit and Net Revenues are allocated between the International Terminal Cost Center (excluding the Equipment Cost Center) based on the relative number of square feet of such International Terminal Cost Centers, as adjusted to reflect passenger usage of such International Terminal Cost Centers in accordance with the methodology described in Exhibit G to the International Terminal

Use Agreements. O. & M. Expenses of the International Terminal Area are allocated to the Equipment Cost Center to the extent such expenses are incurred by the City with respect to Equipment. It is expected that the O. & M. Expenses of the Equipment will be incurred directly by the International Terminal Airline Parties under a separate agreement. See "Equipment and Consortium Agreement", below. Non-Airline Revenues of the International Terminal Area are allocated between the International Terminal Cost Centers (excluding the Equipment Cost Center) in accordance with the methodology described in Exhibit G to the International Terminal Use Agreements.

In order to calculate Special Revenue Bond Fees and Charges, the S.R.B. Requirement for each of the International Terminal Cost Centers is determined by allocating to it Special Revenue Bond Debt Service and Fund Deposit Requirements on the basis of actual expenditures made in each such International Terminal Cost Center out of the proceeds of Special Revenue Bonds, as adjusted to reflect passenger usage of the International Terminal Cost Centers in accordance with the methodology described in Exhibit G to the International Terminal Use Agreements.

International Terminal Area Fees and Charges and Special Revenue Bond Fees and Charges. Each International Terminal Cost Center has associated with it an International Terminal Area (I.T.-C.R.C.) rental or charge and a Special Revenue Bond (S.R.B.) rental or charge. Three rates are calculated for each such rental or charge (other than the I.T.-C.R.C. Equipment charges and S.R.B. Equipment Charges associated with the Equipment Cost Center). International Terminal Airline Parties with International Terminal Use

Agreements expiring in 2018 will pay rentals and charges based on base rates. International Terminal Airline Parties with International Terminal Use Agreements expiring in 2008 will pay rentals and charges based on premium rates equal in each case to 125% of the applicable base rent. International Terminal Airline Parties with Month-to-Month Agreements will pay rentals and charges based on month-to-month rates equal to 135% of the premium rate with respect to rentals and 135% of the average of the applicable base rate and premium rate with respect to other charges.

The I.T.-C.R.C. rental rates and S.R.B. rental rates are calculated to collect the Exclusive Use Cost Center I.T.-C.R.C. requirement and the Exclusive Use Cost Center S.R.B. Requirement, respectively. The I.T.-C.R.C. Enplaned Passenger rates and the S.R.B. Enplaned Passenger rates are calculated to collect the Enplaned Common Use Cost Center I.T.-C.R.C. requirement and the Enplaned Common Use Cost Center S.R.B. Requirement, respectively. The I.T.-C.R.C. Deplaned Passenger rates and the S.R.B. Deplaned Passenger rates are calculated to collect the Deplaned Common Use Center I.T.-C.R.C. requirement and the Deplaned Common Use Cost Center S.R.B. Requirement, respectively.

I.T.-C.R.C. Terminal Rentals and S.R.B. Terminal Rentals are charged on a square footage basis to each International Terminal Airline Party for the Exclusive Use Premises leased to such International Terminal Airline Party under its International Terminal Use Agreement. I.T.-C.R.C. Enplaned Common Use Charges and S.R.B. Enplaned Common Use Charges are charged to International Terminal Airline Parties on the basis of their Enplaned Passengers. I.T.-C.R.C. Deplaned Common Use Charges and S.R.B. Deplaned Common Use Charges are charged to International Terminal Airline Parties on the basis of their Deplaned Passengers.

I.T.-C.R.C. Equipment Charges are charged to International Terminal Airline Parties only if the City (rather than the International Terminal Airline Parties) incurs O. & M. Expenses for the Equipment. The S.R.B. Equipment Charges are calculated to collect the Special Revenue Bond Debt Service and Fund Deposit Requirements allocated to the Equipment Cost Center. I.T.-C.R.C. Equipment Charges and S.R.B. Equipment Charges are charged on the basis of an International Terminal Airline Party's Enplaned Passengers and Deplaned Passengers.

If in any Fiscal Year, the number of Enplaned Passengers and Deplaned Passengers using the new International Terminal is less than 60% of the number of such passengers in 1995 (or an earlier specified year, if appropriate), then each International Terminal Airline Party will be charged a pro rata share of the Enplaned and Deplaned Common Use Cost Center I.T.-C.R.C. and S.R.B. Requirements, the O. & M. Expenses of the International Terminal Area allocated to the Equipment Cost Center and the Special Revenue Bond Debt Service and Fund Deposit Requirements allocated to the Equipment Cost Center for such Fiscal Year. Each such International Terminal Airline Party's pro rata share for any such Fiscal Year is computed as follows: (i) ten percent of each of the Enplaned and Deplaned Common Use Cost Center I.T.-C.R.C. Requirements, the Enplaned and Deplaned Common Use Cost Center S.R.B. Requirements, the O. & M. Expenses of the International Terminal Area allocated to the Equipment Cost Center and the Special Revenue Bond Debt Service and Fund Deposit Requirements allocated to the Equipment Cost Center is distributed equally among all International Terminal Airline Parties, and (ii) ninety percent of each of

the Enplaned and Deplaned Common Use Cost Center I.T.-C.R.C. Requirements, the Enplaned and Deplaned Common Use Cost Center S.R.B. Requirements, the O. & M. Expenses of the International Terminal Area allocated to the Equipment Cost Center and the Special Revenue Bond Debt Service and Fund Deposit Requirements allocated to the Equipment Cost Center is distributed among all International Terminal Airline Parties in the proportion that the number of Deplaned and Enplaned Passengers at the International Terminal of such International Terminal Airline Parties and, in the case of a Departed Airline Party, the number of deplaned and enplaned international passengers at the Airport of such Departed Airline Party, for such Fiscal Year, bears to the total number of all such Deplaned and Enplaned Passengers of all International Terminal Airline Parties and the number of deplaned and enplaned passengers at the Airport of all Deplaned Airline Parties for such Fiscal Year. These so-called "safety net" charges would be in lieu of I.T.-C.R.C. and S.R.B. Enplaned Common Use Charges, I.T.-C.R.C. and S.R.B. Deplaned Common Use Charges, I.T.-C.R.C. and S.R.B. Equipment Charges and Enplaned and Deplaned Replacement Fees, if applicable. I.T.-C.R.C. Terminal Rentals and S.R.B. Terminal Rentals would continue to be paid.

Landing Fees. Each International Terminal Airline Party that is not a 1983 Airline Party will pay a Landing Fee to the City for each Fee Landing of an aircraft operated by such International Terminal Airline Party, calculated by multiplying the number of thousands of pounds of the Approved Maximum Landing Weight of such aircraft by the Landing Fee Rate determined pursuant to the Airport Use Agreements.

Each International Terminal Airline Party that is a 1983 Airline Party will pay Landing Fees to the City pursuant to its Airport Use Agreement at the Landing Fee Rate determined pursuant thereto.

Fueling System Fees. If any International Terminal Airline Party that is not a 1983 Airline Party becomes a signatory to the existing Fueling System Lease between the City and various airlines at the Airport, such International Terminal Airline Party shall pay the City its pro rata share of the net cost of the Fueling System. Each such International Terminal Airline Party's pro rata share is computed as follows: (i) ten percent of the net cost the Fueling System is distributed among all 1983 Airline Parties and International Terminal Airline Parties who are signatories to the Fueling System Lease, and (ii) ninety percent of the net cost of the Fueling System is distributed among all 1983 Airline Parties and International Terminal Airline Parties who are signatories to the Fueling System Lease in the proportion that the number of gallons of aviation fuel distributed from the Fueling System to each such 1983 Airline Party or International Terminal Airline Party bears to the total number of gallons of aviation fuel distributed from the Fueling System to all 1983 Airline Parties and International Terminal Airline Parties who are signatories to the Fueling System Lease. The net cost of the Fueling System is calculated pursuant to the Airport Use Agreements.

Any International Terminal Airline Party that is also a 1983 Airline Party and is a signatory to the Fueling System Lease shall pay Fueling System Fees to the City pursuant to its Airport Use Agreement calculated in the same manner described above.

General Commitment to Pay International Terminal Area Fees and Charges and Special Revenue Bond Fees and Charges. The International Terminal Use Agreements

provide that the aggregate of all International Terminal Area Fees and Charges payable each Fiscal Year under all International Terminal Use Agreements by all International Terminal Airline Parties shall be sufficient to pay for the net cost (excluding Special Revenue Bond Debt Service and Fund Deposit Requirements) of the International Terminal Area for such Fiscal Year. Further, the aggregate of all Special Revenue Bonds Fees and Charges payable each Fiscal Year under all International Terminal Use Agreements by all International Terminal Airline Parties shall be sufficient to pay the Special Revenue Bond Debt Service and Fund Deposit Requirements for such Fiscal Year. International Terminal Area Fees and Charges and Special Revenue Bond Fees and Charges not paid by a defaulting International Terminal Airline Party, after appropriate collection efforts by the City and after exhaustion of certain funds available for that purpose, among others, are to be paid by all other International Terminal Airline Parties as part of their I.T.-C.R.C. Deplaned Common Use Charges and S.R.B. Deplaned Common Use Charges.

Payment of Rentals, Fees and Charges and Final Audit. Each International Terminal Airline Party will pay rentals, fees and charges to the City on a monthly basis during each Fiscal Year based upon a projection of rentals, fees and charges prepared by the City. These rentals, fees and charges may be adjusted by the City upon 30 days' written notice to the International Terminal Airline Parties, but not more than three times during any Fiscal Year. In addition, the City may adjust the rentals, fees and charges at any time if required to enable the City to meet its rate covenant in the Master Indenture.

Within nine months after the close of each Fiscal Year, a Final Audit for such Fiscal Year will be furnished to the International Terminal Airline Parties. The Final Audit will show the actual aggregate International Terminal Area Fees and Charges and Special Revenue Bond Fees and Charges chargeable to the International Terminal Airline Parties and the aggregate International Terminal Area Fees and Charges and Special Revenue Bond Fees and Charges actually paid by the International Terminal Airline Parties for such period. In addition, the Final Audit will contain a calculation based on actual data of the Landing Fees and Fueling System Fees chargeable to each International Terminal Airline Party for the preceding Fiscal Year and will set forth the Landing Fees and Fueling System Fees actually paid by each International Terminal Airline Party for such period.

If International Terminal Area Fees and Charges or Special Revenue Bond Fees and Charges actually paid by the International Terminal Airline Parties during a Fiscal Year were greater than or less than the amounts chargeable to the International Terminal Airline Parties for such Fiscal Year, then the applicable cost center requirements, as the case may be, for the next succeeding Fiscal Year shall be reduced by the amount of such overpayments or increased by the amount of such underpayments, as the case may be. If Landing Fees or Fueling System Fees actually paid by any International Terminal Airline Party during a Fiscal Year were greater than the amounts chargeable to such International Terminal Airline Party for such Fiscal Year, such International Terminal Airline Party will receive credits against the next ensuing payment of Landing Fees or Fueling System Fees, as the case may be. Conversely, an International Terminal Airline Party shall pay any deficiency along with its next payment of Landing Fees or Fueling System Fees, as the case may be.

Within six months after receipt of the Final Audit for any Fiscal Year, the International Terminal Airline Parties may send the City a certificate setting forth, on an airline-by-airline basis, for International Terminal Airline Parties then operating at the Airport, amounts of underpayments and overpayments for such Fiscal Year of International Terminal Area Fees and Charges and Special Revenue Bond Fees and Charges by such International Terminal Airline Parties, and if the amounts of such underpayments and overpayments, when added together, equal zero, then in the third month following the date of receipt by the City of such certificate, each such International Terminal Airline Party will add or subtract, as the case may be, from the amounts otherwise payable by such International Terminal Airline Party for such month, the amount of underpayment or overpayment set forth for that International Terminal Airline Party in the certificate to the City.

Approval And Construction Of International Terminal Project.

Project Approval. The International Terminal Use Agreements describe in Preliminary Exhibit E the International Terminal Project approved by the International Terminal Airline Parties. Such approval includes approval of the Capital Project Components described in Preliminary Exhibit E, the project scope, descriptions and diagrams of each such Capital Project Component, the initial estimated cost of each such Capital Project Component, the estimated commencement and completion dates for each such Capital Project Component and the initial estimate of the total cost of the International Terminal Project.

The City is obligated, in due course, to prepare, or cause City's Architects and Engineers to prepare, detailed construction drawings, plans and specifications and to refine, as needed, the descriptions and diagrams, and the estimated commencement and completion dates, for each such Capital Project Component, in consultation with the Airlines' Executive Committee formed by the International Terminal Airline Parties to review the construction drawings and the plans and specifications. In addition, the City must provide each International Terminal Airline Party and the Airlines' Design and Construction Representative with copies of In-Progress Submittals and Final Review Submittals for all contract packages received, and the Airlines' Design and Construction Representative will have the right to approve such submittals. Promptly following such approval, the City will prepare a Final Exhibit E to the International Terminal Use Agreements, which will consist of the then current cost estimates for each Capital Project Component, descriptions, diagrams and estimated commencement and completion dates of each Capital Project Component, the then current total estimated cost of the International Terminal Project (including a 15% construction contingency for each Capital Project Component based on the initial estimated cost of each such Capital Project Component), and a substantially complete construction implementation plan.

The estimated cost of the International Terminal Project and the estimated costs of the Capital Project Components may be revised from time to time only (i) upon the agreement of the City and a Majority-in-Interest of the International Terminal Airline Parties, (ii) to reflect actual contracts awarded, (iii) to reflect any other matters approved by the Airline's

Executive Committee or a Majority-in-Interest of International Terminal Airline Parties, or (iv) pursuant to certain inflation adjustments.

Construction Process. During the construction process, the Airline's Executive Committee has the right to approve: (i) contract awards which exceed by more than 5% the engineer's estimate for the applicable contract package, as reflected in the Final Review Submittal for such contract package but which increase the estimated cost of the International Terminal Project by \$1,000,000 or less; (ii) design and specification changes that (A) change square footage, volume, structure, general engineering or architecture, any function or projected usage, or the quality or nature of equipment or materials and (B) increase the estimated cost of the International Terminal Project by \$1,000,000 or less; (iii) amendments to the estimated cost of the International Terminal Project in order to avoid a schedule delay or to accelerate a schedule; and (iv) any other proposed increase to the estimated cost of the International Terminal Project of \$1,000,000 or less. Furthermore, a Majority-in-Interest of International Terminal Airline Parties have the right to approve: (i) contract awards which exceed by more than 5% the engineer's estimate for the applicable contract package, as reflected in the approved Final Review Submittal for such contract package but which increase the estimated cost of the International Terminal Project by more than \$1,000,000, (ii) design and specification changes that (A) change square footage, volume, structure, general engineering or architecture, any function or projected usage, or the quality or nature of equipment or materials, and (B) increase the estimated cost of the International Terminal Project by more than \$1,000,000; and (iii) any other proposed increases to the estimated cost of the International Terminal Project by more than \$1,000,000.

Issuance Of Special Revenue Bonds. Without any additional approval of any International Terminal Airline Party or a Majority-in-Interest of the International Terminal Airline Parties, the City may issue Special Revenue Bonds to fund the cost of the International Terminal Project and the Equipment. In addition, the City is authorized to issue Special Revenue Bonds to finance the cost of: (i) certain tenant improvements for International Terminal Airline Parties; (ii) capital projects required by any federal or state regulatory agency; (iii) any capital project approved by a Majority-in-Interest of International Terminal Airline Parties; (iv) insurance or condemnation award deficiencies; (v) refinancing certain short-term obligations; (vi) capitalized interest, debt service coverage requirements and other required fund deposits; and, (vii) all costs related to the issuance of Special Revenue Bonds, to the extent permitted by law. The Special Revenue Bond Debt Service and Fund Deposit Requirements on any Special Revenue Bonds shall be included in the calculation of Special Revenue Bond Fees and Charges.

Grant Of Rights; Obligations Of City And International Terminal Airline Parties.

Each International Terminal Airline Party is granted the right to conduct an air transportation business at the Airport and to perform all operations and functions incidental, necessary or proper thereto. The City has agreed not to grant to any airline in competition with any International Terminal Airline Party any rights or privileges at the new International Terminal of a character or on a basis more favorable to such person than those granted or available to an International Terminal Airline Party, the effect of which is

to place an International Terminal Airline Party at a competitive disadvantage. This grant includes the right to use, subject to certain restrictions, the Airfield Area at the Airport, the International Terminal Aircraft Parking Areas, the Airline's Exclusive Use Premises, the Public Use Premises and other public areas and the Common Use Premises. The Common Use Premises are those areas of the International Terminal which are commonly used airline areas and are not Exclusive Use Premises, and which consist of, among other things, holdroom waiting areas, holdroom arrival vestibules, outbound baggage rooms, interline baggage pick-up, recheck lobbies, baggage claims areas and the F.I.S. Facility. Each International Terminal Airline Party has the right to use the Common Use Premises and the International Terminal Aircraft Parking Areas in common with other International Terminal Airline Parties. The priority of access to the Common Use Premises and the International Terminal Aircraft Parking Areas will be regulated by the City in accordance with written rules and regulations of the City adopted in consultation with the International Terminal Airline Parties and based upon certain principles described in an exhibit to the International Terminal Use Agreements.

The International Terminal Airline Parties have certain specified obligations with respect to the maintenance and operation of the new International Terminal. The City has certain specified obligations with respect to the maintenance and operation of the Airport, including the new International Terminal.

The City also has certain specified insurance obligations with respect to the Airport, including the new International Terminal.

If any part of the International Terminal (other than Exclusive Use Premises) or International Terminal Aircraft Parking Areas are damaged or destroyed by fire or other casualty, the City, after consultation with the Airlines' Executive Committee, is obligated, to the extent of proceeds of insurance received with respect to such premises, to repair, reconstruct and restore (subject to unavoidable delays), the damaged or destroyed premises to (i) substantially the same condition, character and utility value as existed prior to the event causing such damage or destruction or (ii) such other condition, character and value as may be agreed upon by the City and a Majority-In-Interest of International Terminal Airline Parties. If the net proceeds of insurance received on account of such damage or destruction are insufficient to repair, reconstruct and restore the premises, the City may, but is not obligated to, issue Special Revenue Bonds to fund the cost of the deficiency, or the City may repair, reconstruct and restore any such portion of the damaged or destroyed premises as is economically feasible, given the amount of proceeds of insurance received.

Single Federal Inspection Service Facility Covenant.

The City has covenanted in the International Terminal Use Agreements not to construct or operate, nor grant to any other person the right to construct or operate an F.I.S. Facility other than the F.I.S. Facility in the new International Terminal, unless the City has obtained all necessary governmental approvals for the operation of an additional F.I.S. Facility and (i) the City is required to design, construct or operate an additional F.I.S. Facility in order to comply with any applicable federal rules or regulations, or (ii) a majority in number of International Terminal Airline Parties that in the aggregate paid a

majority of the International Terminal Area Fees and Charges paid by all International Terminal Airline Parties in the preceding Fiscal Year approves the construction of additional F.I.S. Facility, or (iii) the following conditions are met: (A) the number of Deplaned Passengers using the F.I.S. Facility in the new International Terminal exceeds the Design Capacity on more than 60 one-hour intervals in any calendar month or 120 one-hour intervals in any three consecutive calendar months, and (B) one of these conditions has occurred twice in 15 consecutive months or each of these conditions has occurred once in 15 consecutive months. In the event that the City is relying upon clause (iii) above for the right to construct an F.I.S. Facility other than the F.I.S. Facility in the International Terminal, such right shall continue only through December 31 of the calendar year in which the condition described in clause (iii)(A) above was met.

In the event that one or more additional F.I.S. Facilities is constructed at the Airport, and any International Terminal Airline Party elects to utilize such additional F.I.S. Facility for its Deplaned Passengers, then the City shall under certain circumstances charge such International Terminal Airline Party Enplaned and Deplaned Replacement Fees. Enplaned and Deplaned Replacement Fees payable by any International Terminal Airline Party will be used first to pay Special Revenue Bond Debt Service and Fund Deposit Requirements.

Equipment And Consortium Agreement.

The City expects to execute a Consortium Agreement with C.I.C.A. T.E.C. which will provide for the design, acquisition, installation, operation and maintenance by C.I.C.A. T.E.C. of certain structures, improvements, facilities, equipment, buses and other airline systems for the new International Terminal, as described in Exhibit C to the International Terminal Use Agreements.

Sublease; Assignment; Handling Agreements.

All subleases and assignments of Exclusive Use Premises must be approved by the City. No sublease or assignment relieves an International Terminal Airline Party from primary liability for any of its obligations under its International Terminal Use Agreement, and such International Terminal Airline Party shall continue to remain primarily liable for payment of I.T.-C.R.C. Terminal Rentals and S.R.B. Terminal Rentals.

In addition, an International Terminal Airline Party may enter into a handling arrangement for the handling by such International Terminal Airline Party's personnel of air transportation operations of other persons engaged in the Air Transportation Business. In such case, the International Terminal Airline Party's Exclusive Use Premises, the International Terminal Aircraft Parking Areas, the Common Use Premises and any Public Use Premises which the International Terminal Airline Party has a right to use may be

used to the same extent as they may be used for the operations of the International Terminal Airline Party, provided that (i) the International Terminal Airline Party shall remain liable for all of its obligations under its International Terminal Use Agreement, and (ii) the International Terminal Airline Party has notified the City of such handling arrangement at least seven days prior to the effective date thereof, and in that time the City has not objected to it on the basis of material adverse impact to Airport operations.

Default And Termination.

Events of default by an International Terminal Airline Party are defined to be (i) the failure of any International Terminal Airline Party to pay any International Terminal Area Fees and Charges, Special Revenue Bond Fees and Charges, Landing Fees or Fueling System Fees when due, (ii) the dissolution or liquidation of any International Terminal Airline Party, (iii) the insolvency or bankruptcy of an International Terminal Airline Party, (iv) the abandonment by an International Terminal Airline Party of its Air Transportation Business at the Airport, or (v) the failure by an International Terminal Airline Party to perform any covenant or condition in the International Terminal Use Agreement upon 30 days' notice of the City to such International Terminal Airline Party of such failure. Upon default, the City may terminate an International Terminal Use Agreement, may exclude an International Terminal Airline Party from possession of Exclusive Use Premises without termination and may take such other action as it deems appropriate.

So long as any Special Revenue Bonds are outstanding, an International Terminal Airline Party with an International Terminal Use Agreement expiring in 2008 or 2018 has no right to terminate its International Terminal Use Agreement prior to its expiration date. Month-to-Month Agreements may be terminated by either the City or the International Terminal Airline Party upon 30 days' written notice to the other party.

Feasibility Study.

The Feasibility Study has been prepared by Landrum & Brown, Inc., Chicago, Illinois, for the City and is attached hereto as Appendix D. The purpose of the Feasibility Study was to assess the economic feasibility of the Project by reviewing the Chicago Region's underlying demographic and economic characteristics, aviation industry and international factors affecting the demand for air travel, analyzing the current levels of international air traffic, forecasting future levels of demand and reviewing the cost and scope of the Project, as well as the various sources of funding. The Feasibility Study also includes the development of forecasts for the operations and maintenance expenses and non-airline revenues generated by the operations of the new International Terminal as well as projected user rates and charges which, when taken together with non-airline revenues, are to provide the source of funding for the operation and maintenance expenses, G.A.R.B. debt service and the Series 1990A Bonds debt service for the new International Terminal. Finally, the Feasibility Study compares the estimated airline costs for international

activity at the Airport after the date of occupancy of the new International Terminal with an estimate of the cost of international operations at the Airport were the Interim International Terminal to be expanded to meet forecast demand for 1995. In addition, the Feasibility Study compares projected costs faced by the airlines in providing international service at the Airport with similar costs at other selected international airports.

The Feasibility Study is based on a number of assumptions and estimates concerning future events and circumstances, which assumptions and estimates are more fully described in the Feasibility Study, which should be read in its entirety. The achievement of any financial projection is dependent upon future events which cannot be assured. Accordingly, the actual results achieved will vary, perhaps significantly, from the projections.

The Feasibility Study concludes in part that:

The Chicago Region will continue to experience substantial growth in air travel demand.

The Airport will remain a major air traffic connecting hub with a substantial number of airlines providing flights to all major domestic and an increasing number of international destinations.

The new International Terminal is of a size and scope that is appropriate for the forecast demand for international air transportation at the Airport.

The provisions of the International Terminal Use Agreements and other Agreements with the Airport are satisfactory to ensure that revenues sufficient to pay the new International Terminal's operating and maintenance expense, debt service and fund deposit requirements can be generated through user fees and other revenue sources.

The projected costs per international passenger at the Airport for the years 1990 through 1995 are within the range of such costs currently being experienced at other major international airports.

Projected International Air Traffic At The Airport.

The Airport Consultant believes that the outlook for international travel at the Airport is positive with the demographic and economic factors impacting air traffic demand for the Chicago Region (population, income and employment) continuing to show continued and steady growth. The business climate in the Chicago Region is considered to be healthy and reflects anticipated growth in finance, real estate, insurance and other service sector related jobs. National factors impacting demand (airline mergers and acquisitions, airline hubbing strategies, airline aircraft fleet replacement and cost of air travel) are, in the opinion of the Airport Consultant, not expected to change dramatically, while fuel prices are forecast to increase only moderately over the forecast period, though they will continue

to be subject to short term fluctuations. Finally, in light of historic growth rates at the Airport, particularly for the period 1983 through 1988, the Airport Consultant believes that the air traffic forecasts set forth in the Feasibility Study are reasonable.

Enplanements. The following table shows projected international (excluding Canadian) and domestic enplanements for the Interim International Terminal and the new International Terminal for the period 1989 through 1995.

PROJECTED INTERNATIONAL TERMINAL ENPLANEMENTS(1)(2)
CHICAGO O'HARE INTERNATIONAL AIRPORT
1989-1995

FOREIGN FLAG CARRIERS

Year	Existing Terminal	Domestic Terminal	New International Terminal	Total	Annual % Change	Enplanements of Other International Terminal Users (3)	Total Enplanements	Annual % Change
1988*	267,823	506,231	0	744,054		177,480	951,534	
1989(4)	245,960	623,686	0	869,646	12.3%	147,119	1,016,765	6.9%
1990	282,896	662,905	0	945,801	8.8	174,288	1,120,089	10.2
1991	319,832	702,123	0	1,021,955	8.1	201,457	1,223,412	9.2
1992	356,770	741,340	0	1,098,110	7.5	228,624	1,326,734	8.4
1993	196,853	390,279	587,132	1,174,264	6.9	255,793	1,430,057	7.8
1994	0	0	1,250,417	1,250,417	6.5	282,962	1,533,379	7.2
1995	0	0	1,326,574	1,326,574	6.1	310,130	1,636,704	6.7

* Actual

- (1) Existing International Terminal and New International Terminal.
- (2) Assumes date of beneficial occupancy of July, 1993.
- (3) Consists primarily of domestic enplanements by Pan Am and American Trans Air operating out of the existing International Terminal and the New International Terminal.
- (4) Landrum & Brown projection for 1989 is based on a straight line extrapolation of the eight months of available actual data.

From 1988 through 1995 passenger enplanements from the Interim International Terminal and the new International Terminal are projected to grow at an average annual compound rate of 8.1%. The volumes shown in the table are exclusive of Canadian traffic and international enplanements by U. S. carriers operating from the domestic terminals. Projected International Terminal enplanements are defined as departing passengers that will be using the existing Interim International Terminal and the new International Terminal upon its completion in 1993. The figure for enplanements increases upon completion of the new International Terminal due to the assumption that foreign flag carriers currently departing from domestic gates under handling arrangements with major domestic carriers will instead depart from the new International Terminal. This assumption was made since the new International Terminal has been designated to accommodate this activity and will offer a higher level of passenger convenience at a similar cost for the foreign flag carriers. Growth in the early years of the forecast, 1990 through 1992, reflects expected expansion plans of the individual carriers, though such expansion may be delayed within the forecast period given an unavailability of long range aircraft.

Deplanements. The following table shows the projected (non-Canadian) international deplanements for the Interim International Terminal and the new International Terminal for the period 1989 through 1995.

**PROJECTED INTERNATIONAL TERMINAL DEPLANEMENTS(1)
CHICAGO O'HARE INTERNATIONAL AIRPORT
1989-1995**

Year	INTERNATIONAL DEPLANEMENTS				Annual % Change	Deplanements of Other International Terminal Users (2)	Total Deplanements	Annual % Change
	Foreign Flag Carriers	U.S. Flag Carriers	Total Deplanements					
1988*	841,893	556,055	1,397,948			179,991	1,577,939	
1989	917,998	555,781	1,473,779	5.4%		146,098	1,619,877	2.7%
1990	984,120	691,187	1,675,307	13.7		173,950	1,849,257	14.2
1991	1,050,243	826,592	1,876,835	12.0		201,802	2,078,637	12.4
1992	1,116,365	961,998	2,078,363	10.7		229,654	2,308,017	11.0
1993	1,182,488	1,097,403	2,279,891	9.7		257,506	2,537,397	9.9
1994	1,248,611	1,232,808	2,481,419	8.8		285,358	2,766,777	9.0
1995	1,314,733	1,368,214	2,682,947	8.1		313,210	2,996,157	8.3

* Actual

- (1) Interim International Terminal (T4) and New International Terminal.
 (2) Consists primarily of domestic enplanements by Pan Am and American Trans Air operating out of the Interim International Terminal (T4) and the New International Terminal.

As illustrated in the foregoing table, international passenger deplanements at the Interim International Terminal and the new International Terminal are projected to grow during the period 1988 to 1995 at an average annual compound rate of 9.6%. Projected International Terminal deplanements are defined as arriving passengers utilizing both the Interim International Terminal and the new International Terminal. The number of deplaning passengers using the Interim International Terminal is much greater than the number of enplaning passengers due to the fact that all non-Canadian U. S. carrier passengers and all non-Canadian foreign flag carrier passengers will use the single F.I.S. Facility in the International Terminal for deplaning passengers. In addition, a small percentage of domestic carrier and charter passengers will use the Interim International Terminal and the new International Terminal and are therefore included in the forecasts. High growth in the early years of the forecast, 1990 through 1992, again reflects the expansion plans of individual airlines, particularly American Airlines and United Airlines, both of which have announced new international routes.

Financial Projections.

The Feasibility Study includes financial projections of the expenses and revenues which are forecast for the International Terminal through 1995. In preparing their financial projections, the Airport Consultant reviewed operations and maintenance ("O. & M.") expenses, G.A.R.B. debt service and fund deposit requirements, non-airline revenues and Series 1990A Bond costs. For the O. & M. expenses, 1988 is used as a base year and O. & M. costs are projected forward with inflation factors considered to be reasonable by the Airport Consultant. The major non-airline revenues included in the projections are from concession revenues. As the new International Terminal will have a much larger area devoted to concessions than does the Interim International Terminal, non-airline revenues are projected to increase significantly by 1995. Under the 1983 Airport Use Agreement, the International Terminal is established as a "Cost Revenue Center" and as such is responsible for its share of the debt service and fund deposit requirements associated with the outstanding G.A.R.B.s. Finally, the Airport Consultant has projected the debt service costs attributable to the Series 1990A Bonds assuming a single issue with a 28-year term, 8% interest rate, a construction period of 37 months and capitalized interest funding through the construction period. The table on the following page summarizes the foregoing projections (see page 12398 of this Journal).

Sufficiency Of Rates And Charges.

The Airport Consultant has set forth in the Feasibility Study a detailed analysis of the projected operating costs at the International Terminal for the years 1989 to 1995. The projected costs reflect the increase in activity levels at the International Terminal resulting from the Airport Consultant's projected increase in enplanements and deplanements, as well as the impact of inflation over the study period. The Special Revenues required to satisfy various coverage, reserve and deposit requirements under the Indentures have also been projected.

Under the International Terminal Use Agreements the amount of rentals, fees and charges that will be collected from the International Terminal Airline Parties will be that amount which allows the City to operate the new International Terminal on a break-even basis with the cost of operating, maintaining and developing the International Terminal allocated among all International Terminal Airline Parties. On the basis of its analysis of the methodologies used in the International Terminal Use Agreement to allocate such new International Terminal costs, and other agreements which allocate costs associated with the International Terminal (principally the 1983 Airport Use Agreement by and between the City and certain of the airlines) the Airport Consultant has concluded that such provisions are satisfactory to ensure that revenues sufficient to pay the new International Terminal's O. & M. expense, debt service and fund deposit requirements can be generated through user fees and other revenue sources.

Litigation.

Except for those matters described below, there is no litigation pending or threatened against the City relating to the Airport other than various legal proceedings arising out of the ordinary course of business of the Airport and having no material impact on the financial condition of the Airport. Upon the delivery of the Series 1990A Bonds, the City will furnish a certificate to the effect that, among other things, there is no litigation pending in any court seeking to restrain or enjoin the issuance or delivery of the Series 1990A Bonds, or in any way contesting the validity or enforceability of the Series 1990A Bonds or the International Terminal Use Agreements.

Two lawsuits are pending against the City in the United States District Court for the Northern District of Illinois, each concerning the City's regulation of ground transportation to and from the Airport. The complaints allege, among other things, violations of the Sherman Antitrust Act and seek damages and certain other relief relating to such regulation.

Three lawsuits containing claims based on noise and other effects of aircraft operations are pending against the City, each arising out of the operation of the Airport. These lawsuits are more fully described as follows:

1. *Bieneman v. City of Chicago, et al.*, (United States District Court for the Northern District of Illinois) No. 84 C 10388. This civil action, filed December 4, 1984, as a class action on behalf of all people affected by the Airport seeks damages for personal injuries and property damage allegedly resulting from operations at the Airport, primarily from noise and air pollution associated with airplane operations. The complaint, as amended, alleges that the class of plaintiffs includes "several hundred thousand members" and alleges damages related to civil rights claims in an amount in excess of \$10,000 for each member. Punitive damages and awards based

(Continued on page 12399)

**NEW INTERNATIONAL TERMINAL PROJECT
PROJECTED AIRLINE REQUIREMENTS-IT-CRC (1)
(000's OMITTED)
1990 - 1995**

Year	INTERNATIONAL TERMINAL EXPENSES				INTERNATIONAL TERMINAL REVENUES				SRB			
	O & M Expenses	GARB Debt Service	GARB Fund Deposits	Terminal Support Deficit	Total Expenses	Non Airline Revenue	Airline Revenue (2)	Total Revenues	SRB Debt Service (3)	SRB Interest Income	CICATEC Ground Handlers	Net SRB Debt Service
1989	\$8,030	\$3,724	\$478	\$187	\$12,419	\$2,380	\$10,039	\$12,419	\$0	\$0	\$0	\$0
1990	9,107	3,873	442	360	13,782	2,493	11,289	13,782	0	0	0	0
1991	9,698	3,941	413	378	14,430	2,794	11,636	14,430	0	0	0	0
1992	10,332	4,009	396	396	15,133	3,129	12,004	15,133	0	0	0	0
1993	24,865	4,077	3,388	414	32,744	5,533	27,211	32,744	28,551	1,828	0	26,723
1994	40,034	4,145	3,656	432	48,267	6,228	42,039	48,267	51,392	3,655	0	47,737
1995 (4)	43,248	4,216	1,310	450	49,224	10,935	38,289	38,289	45,682	3,655	4,342	37,685

Notes:
 (1) Assumes date of beneficial occupancy of July, 1993.
 (2) The airline revenue represents the total amount that must be generated from slignatory fees, rentals, and charges.
 (3) Includes coverage.
 (4) Net airline requirements for the IT-CRC are presented in Table IV-4.
 Net airline requirements for the Special Revenue Bond Debt Service are presented in Table IV-7.
 Includes revenues from CCA ITC Ground Handlers.

(Continued from page 12397)

upon inverse condemnation are also sought. Plaintiff also seeks an injunction requiring implementation of alternatives to increased aircraft operations at the Airport and requiring mitigation measures at the Airport to reduce the continuing injuries which plaintiff claims. The personal injury count is based on the Civil Rights Act, 42 U.S.C. Section 1983. The property damage claim is based on the theory of inverse condemnation. Another count seeks relief against various airline defendants. Relief is also sought on a variety of other state law and constitutional theories. By memorandum opinion and order dated June 8, 1987, the district court granted the City's motion to dismiss. Plaintiff appealed this judgment to the United States Court of Appeals. On February 3, 1988, the United States Court of Appeals dismissed this appeal for lack of jurisdiction because the district court had not disposed of the class allegations. On June 24, 1988, the district court ruled that the suit cannot be maintained as a class action and entered a final judgment order dismissing the case. On December 13, 1988, the United States Court of Appeals affirmed the judgment of the district court to the extent that it found all claims under the United States Constitution to be barred, rejected claims under 42 U.S.C. Section 1983 and held that class certification should be denied, but vacated the district court judgment to the extent that it holds that claims under state law are preempted, and remanded the case to the district court with instructions that the court relinquish jurisdiction so that the plaintiff "may pursue his state-law contentions in state court." The effect of the Court of Appeals decision is complete dismissal of this case on all grounds. The court's holding with respect to preemption leaves open the possibility that the plaintiff in this case can proceed to state court and seek damages there under state tort law theories. The United States Supreme Court denied certiorari and litigation is concluded.

2. *Biddison v. City of Chicago, et al.*, (United States District Court for the Northern District of Illinois) No. 85 C 10295. On December 11, 1985, plaintiff filed an eight-count complaint against the City, officials of the City and seven domestic airlines which is virtually the same as the first amended complaint in *Bieneman v. City*, No. 84 C 10388 (N.D. Ill.). Plaintiff seeks unspecified actual damages against the City in excess of \$10,000. On June 8, 1987, by memorandum opinion and order, the district court granted the City's motion to dismiss all claims except as to the Count based upon an inverse condemnation claim. As to this Count, the City has filed a motion for summary judgment based upon the statute of limitations. On July 28, 1989, the district court granted the City's motion for summary judgment, and dismissed all remaining counts of the complaint. As a result, all proceedings in the district court in this case have been concluded. Plaintiff has appealed to the U. S. Court of Appeals for the Seventh Circuit from the district court's order granting summary judgment for the City. The matter is being briefed by the parties. No date has been set for argument or decision in this case.

3. *People of the State of Illinois ex rel. James E. Ryan, State's Attorney of Du Page County, et al. v. The City of Chicago, et al.*, (Circuit Court for the Eighteenth Judicial Circuit, Du Page County, Wheaton, Illinois) No. 89 MR 0314. This Complaint for Declaratory Judgment, Damages and Other Relief was filed on June 12, 1989, by the People of the State of Illinois by the State's Attorney, the Regional Board of School Trustees of Du Page County, the Superintendent of Schools of Du Page County and several Du Page County school districts. The defendants are the City and six of the airlines which provide service at the Airport. The Complaint has 11 counts alleging deprivation of students' rights to education, interference with and impairment of statutory and regulatory obligations, continuing nuisance, taking of property in violation of the Constitution of Illinois, and damaging of property. The suit also seeks a declaratory judgment that certain defenses relied upon by the City in prior litigation are invalid. In addition to declaratory relief, damages in excess of \$1,000,000 are claimed and injunctive relief is requested. On August 30, 1989, the City filed a motion to dismiss the seven counts of the Complaint seeking relief against the City (the airline defendants have filed a motion to dismiss the counts seeking relief against them). On October 9, 1989, the City filed its brief in support of its motion to dismiss. Plaintiff's brief is due February 9, 1990. The motion is set for hearing on March 28, 1990.

Each of these lawsuits will be vigorously defended by the City. As of the date of this Official Statement, however, the City and its Special Counsel, Hopkins & Sutter, are unable to predict whether such litigation might result in the delay, modification or prevention of the implementation of the Project, or might result in substantial changes in the operation of the Airport or the flight operations it will handle, or whether any damages will be awarded against the City and the International Terminal Airline Parties, or if such damages are awarded, the amount thereof. A judgment in the amount claimed in either *Bieneman* or *Biddison* would have a substantial impact on various Airport fees and charges. The Airline Parties to the 1983 Airport Use Agreement are responsible for defending these lawsuits and for reimbursing the City for any resulting judgment as an operating expense allocable to the airfield and chargeable through landing fees.

A court-ordered restraint on the level, timing or type of aircraft operations at the Airport or an award of damages, depending on the significance of such restraint or award, could materially adversely affect per-passenger charges for the use of the Airport, the consequences of which cannot be predicted at this time.

Certain Airline Parties to the 1983 Airport Use Agreement have threatened litigation against the City concerning the amount of indirect or "overhead" costs properly chargeable (or fiscal years beginning with 1984) as expenses of the Airport, pursuant to the 1983 Airport Use Agreements. The City and these Airline Parties have entered into settlement agreements regarding the amount of indirect costs chargeable as expenses of the Airport for the years 1984 -- 1987. The City and these Airline Parties are negotiating to finalize the amount of indirect cost chargeable as expenses of the Airport through 1988 and negotiating regarding later years. The City is of the view that the ultimate resolution of the dispute will not have a material adverse effect on the Airport or the Revenue Fund.

In addition, there are, from time to time, lawsuits which arise out of the various construction contracts entered into in connection with various construction projects at the Airport.

Regulatory Proceedings And Proposed State Actions.

Federal Aviation Administration.

Since 1969, the Airport has operated under the F.A.A.'s "High Density Rule," which imposed limits on hourly aircraft operations. The F.A.A. amended the Rule effective June 1, 1984, increasing the number of operations permitted at the Airport from 135 operations per hour to 155 operations per hour while extending the hours in which restrictions are applicable. The amendment also resulted in a modification of the allocation of hourly operations among the three classes of users -- air carriers, commuters, and other categories. The F.A.A. has the power to regulate the number of operations at the Airport by various means in addition to the High Density Rule, and has from time to time exercised those powers. It is not possible to predict whether, or the extent to which, the F.A.A. may from time to time modify, replace or remove operational limits applicable to the Airport.

Proposed State Actions.

A regulatory proceeding considering the issuance of proposed aircraft noise regulations was begun in 1977 and is still pending before the Illinois Pollution Control Board. On April 10, 1986, the Board issued a Proposed Opinion and Order of the Board which includes definitive proposed regulations. The Board may or may not adopt these regulations in the form proposed. However, if enacted in their present form, the proposed regulations could severely restrict operations at the Airport. The City's Special Counsel is of the opinion that the proposed regulations in their present form raise significant issues under existing case law and that portions of the proposed regulations may be found unenforceable by state or federal courts.

[The Illinois Department of Transportation ("I.D.O.T.") is currently planning to locate the proposed Elgin-O'Hare expressway along the southwestern boundary of the Airport. I.D.O.T. and the City are currently discussing the preferred alignment that the expressway should take. The City will not accept any alignment that would compromise or preclude future Airport development options. No agreement has as yet been reached regarding the Elgin-O'Hare expressway proposal. Discussions on this matter between the City and I.D.O.T. are expected to continue. The resolution of this matter will not have an impact on completion of the Airport Development Plan. Insert current status].

Proposed Airport Oversight Board.

[The Illinois General Assembly has in recent sessions considered, but failed to adopt, various proposed bills which, if adopted, would have created an airport authority with membership comprised of suburban and City representatives and certain oversight authority over the Airport, or which would have had the effect of restricting operations at the Airport. Similar legislation can be expected to be introduced in future sessions of the General Assembly. It is expected that the City and the Airlines will continue to oppose such legislation.]

Third Airport Feasibility.

[In August, 1988, I.D.O.T. completed a study (the "1988 Study") concerning the advisability and feasibility of either constructing an additional airport or expanding an existing airport outside the City to service the Chicago Region. The 1988 Study concluded that unless an additional airport is built, a portion of total passenger demand in the Chicago Region by (or before) the year 2020 will not be accommodated at the City's airports. In order to evaluate the preliminary recommendation of the 1988 Study, I.D.O.T., in conjunction with the Federal Aviation Authority, has selected a consultant to conduct a second study relative to a site selection and master plan for a third airport (the "Site Study"). This Site Study will include a review of the forecasts of aviation demand developed in the 1988 Study and will evaluate four possible airport sites, all of which are located outside of the City.

In February, 1990, the City on the basis of the results of a feasibility study commissioned by the City, announced its support for the construction of a third commercial airport in the Lake Calumet area on the City's southeast side, approximately 14 miles south of the City's central business district. As presently conceived by the City, a third airport constructed principally within the City's corporate limits would primarily serve domestic and air cargo operations. The earliest date projected for the commencement of aircraft operations at a third airport within the City would be in the year 2010.

Before proceeding with development of a master study or environmental impact statement for a third airport, the City has announced that it will meet with government officials and other interested parties to discuss its proposal. Notwithstanding the announcement by the City, the U. S. Secretary of Transportation has announced that the Site Study will continue with its work in evaluating four sites located outside the corporate limits of the City.]

Tax Matters.

Co-Bond Counsel are of the opinion that under existing law, the interest on the Series 1990A Bonds is excludible from the gross income of the owners thereof for federal income tax purposes, except during any period while a Series 1990A Bond is held by a "substantial

user" of the facilities financed by the Series 1990A Bonds or a "related person" within the meaning of Section 147(a) of the Internal Revenue Code of 1986 (the "Code"). It should be noted, however, that such interest is an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. The opinion set forth in the first sentence of this paragraph is subject to the condition that the City comply with all of its representations, warranties and covenants set forth in the Indentures, Tax Agreement and Escrow Agreement that must be satisfied subsequent to the issuance of the Series 1990A Bonds in order that interest thereon be, or continue to be, excludible from the gross income of the owners thereof for federal income tax purposes. In the opinion of Co-Bond Counsel, such representations, warranties and covenants establish procedures which, if followed, enable interest on the Series 1990A Bonds to be, and continue to be, excludible from the gross income of the owners thereof for federal income tax purposes. Failure to comply with certain of such representations, warranties and covenants may cause the interest on the Series 1990A Bonds to become includible in the gross income of the owners thereof for federal income tax purposes retroactively to the date of issuance of the Series 1990A Bonds. In that event, the Indenture does not contain any provision for acceleration of the Series 1990A Bonds nor provide that any additional interest or penalty be paid to the owners of the Series 1990A Bonds. Co-Bond Counsel express no opinion regarding other federal tax consequences arising with respect to the Series 1990A Bonds. Co-Bond Counsel are further of the opinion that interest on the Series 1990A Bonds is not exempt from Illinois income tax.

The City has agreed in the Indentures (1) not to take any action, or omit to take any action which is lawful and within its power to take, and which, if taken or omitted, would cause interest on the Series 1990A Bonds to become includible in the gross income of the holders of the Series 1990A Bonds for federal income tax purposes, other than a holder who is a "substantial user" or "related person" within the meaning of Section 147(a) of the Code, and (2) not to take any action, or omit to take any action with respect to the investment of the proceeds of the Series 1990A Bonds or with respect to Special Revenues (including the payments derived under the International Terminal Use Agreements) which would result in causing the Series 1990A Bonds to constitute "arbitrage bonds" within the meaning of Sections 103(b)(2) or 148 of the Code.

Prospective purchasers of the Series 1990A Bonds should also be aware that (i) Section 265 of the Code denies a deduction for interest on indebtedness incurred or continued to purchase or carry the Series 1990A Bonds or, in the case of a financial institution, that portion of a holder's interest expense allocated to interest on the Series 1990A Bonds, (ii) with respect to insurance companies subject to the tax imposed by Section 831 of the Code, Section 832(b)(5)(B)(i) reduces the deduction for loss reserves by 15 percent of the sum of certain items, including interest on the Series 1990A Bonds, (iii) for taxable years beginning before January 1, 1992, interest on the Series 1990A Bonds earned by some corporations could be subject to the environmental tax imposed by Section 59A of the Code, (iv) interest on the Series 1990A Bonds earned by certain foreign corporations doing business in the United States could be subject to a branch profits tax imposed by Section 884 of the Code, (v) passive investment income, including interest on the Series 1990A Bonds, may be subject to federal income taxation under Section 1375 of the Code for Subchapter S corporations that have Subchapter C earnings and profits at the close of the taxable year if greater than 25 percent of the gross receipts of such Subchapter S corporation is passive investment income and (vi) Section 86 of the Code requires recipients

of certain Social Security and certain Railroad Retirement benefits to take into account, in determining taxability of such benefits, receipts or accruals of interest on the Series 1990A Bonds.

Certain Legal Matters.

Legal matters incident to the authorization, issuance and sale by the City of the Series 1990A Bonds are subject to the approving legal opinions of Winston & Strawn, Chicago, Illinois, and Virginia Martinez, Esq., Chicago, Illinois, Co-Bond Counsel. The proposed form of the opinions of Co-Bond Counsel is included as Appendix F and the final opinion will be printed on the Series 1990A Bonds.

Certain legal matters will be passed upon for the City by the Corporation Counsel of the City and by Hopkins & Sutter, Chicago, Illinois, Special Counsel to the City, and for the Underwriters by their counsel, Burke, Wilson & McIlvaine, Chicago, Illinois, and Haggerty, Koenig & Hill, Chicago, Illinois.

Underwriting.

A group of underwriters (the "Underwriters"), on behalf of which Smith Barney, Harris Upham & Co., Incorporated and the other Co-managers shown on the cover page have agreed, jointly and severally, to purchase the Series 1990A Bonds pursuant to a Contract of Purchase between the City and the Underwriters dated the date of this Official Statement, subject to certain conditions, at a price of \$____,000,000 (representing an underwriting discount of \$_____ and original issue discount of \$_____, of which \$_____ is attributable to the Series 1990A Bonds maturing on January 1, 2010 and \$_____ is attributable to the Series 1990A Bonds maturing on January 1, 2018) plus accrued interest. The Underwriters will be obligated to purchase all the Series 1990A Bonds, if any Series 1990A Bonds are purchased.

The prices and other terms respecting the offering and sale of the Series 1990A Bonds may be changed from time to time by the Underwriters after such Series 1990A Bonds are released for sale, and the Series 1990A Bonds may be offered and sold at prices other than the initial offering prices, including sales to dealers who may sell the Series 1990A Bonds into investment accounts. In connection with the offering of the Series 1990A Bonds, the Underwriters may over-allot or effect transactions which stabilize or maintain the market price of the Series 1990A Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

Financial Advisor.

The City has engaged First Chicago Capital Markets, Inc., Chicago, Illinois, as Financial Advisor (the "Financial Advisor") in connection with the authorization, issuance and sale

of the Series 1990A Bonds. Under the terms of its engagement, the Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement.

Consultants And Experts.

The information relating to the Airport contained in this Official Statement under the headings "Chicago-O'Hare International Airport", "International Operations at the Airport", "The Interim International Terminal", and "Feasibility Study" was prepared on the basis of information supplied by Landrum & Brown, Inc., Chicago, Illinois. Appendix D to this Official Statement was prepared by Landrum & Brown, Inc. and contains forecasts of future activity at the Airport. Such forecasts are based on evaluations of current conditions and assumptions regarding future conditions made by Landrum & Brown, Inc. concerning future events and circumstances which Landrum & Brown, Inc. believes are significant to the forecasts. The forecasts may be affected by fluctuating economic conditions and depends upon the occurrence of other future events which cannot be assured. Therefore, the actual results achieved may vary from the forecasts, and such variations could be material.

The information in this Official Statement relating to the new International Terminal under the heading "The Project" was prepared on the basis of information provided by the City's Construction Manager, Terminal 5 Venture. Appendix E to this Official Statement was prepared by Terminal 5 Venture.

[The most recent available audited financial statements of the Airport set forth in Appendix C to this Official Statement have been examined by _____, independent certified public accountants, to the extent and for the period included in their report on those statements. Such financial statements have been included in this Official Statement in reliance upon the report of _____ and the authority of such firm as experts in auditing and accounting.]

Ratings.

Moody's Investors Service ("Moody's") has assigned the Series 1990A Bonds a rating of "_____". Standard & Poor's Corporation has assigned the Series 1990A Bonds a rating of "_____". No application was made to any other rating agency for the purpose of obtaining an additional rating on the Series 1990A Bonds. A rating reflects only the views of the rating agency assigning such rating and an explanation of the significance of such rating may be obtained from such rating agency. The City has furnished to the rating agencies certain information and materials relating to the Series 1990A Bonds and the Airport, including certain information and materials which have not been included in this Official Statement. Generally, rating agencies base their ratings on such information and

materials and investigations, studies and assumptions by the respective rating agency. There is no assurance that either rating will continue for any given period of time or that either rating will not be revised downward or withdrawn entirely by either such rating agency if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of either such rating may have an adverse effect on the market price of the Series 1990A Bonds. The City and the Underwriters have undertaken no responsibility either to bring to the attention of the registered owners of the Series 1990A Bonds any proposed change in or withdrawal of such ratings or to oppose any such revision or withdrawal.

Requirements Of Florida's Department Of Banking And Finance.

Regulations of the Florida Department of Banking and Finance require that offering circulars for state and local government bonds sold in initial offerings to the general public in Florida set forth detailed information about any bonds of the issuer which are in default (whether or not the default relates to the bonds being sold). Information which is believed not to be material may, nevertheless, be deleted if the reason for the deletion is set forth in the offering circular. The City has outstanding \$101 Million in aggregate principal amount of Calumet Skyway Toll Bridge Revenue Bonds (the "Skyway Bonds") which were issued in 1955 and 1957 to finance construction of an elevated tollway linking the City to the Indiana Toll Road. The documents pursuant to which the Skyway Bonds were issued provided that the Skyway Bonds are payable solely from the net revenues of the Skyway. Although Skyway net revenues have been insufficient in the past to enable interest on the Skyway Bonds to be paid on a current basis, the City has been paying interest on a current basis on the Skyway Bonds since July 1, 1989. No scheduled sinking fund redemptions of the Skyway Bonds have been made, and no deposits have been made for such purpose. The Skyway Bonds mature in 1995. Further details concerning the Skyway Bonds and litigation concerning them is available from the City. However, that detailed information, in the view of the City, is not material to the sale of the Series 1990A Bonds, because the Series 1990A Bonds are payable from an entirely separate source of revenue than the Skyway Bonds.

In addition, the City has issued non-Airport industrial development bonds for the benefit of private users that are payable primarily or entirely from payments made by such users. The City makes no representation as to whether any such industrial development bonds are in default. In the view of the City, disclosure of defaults of industrial development bonds, if any, would not be appropriate or material to the sale of the Series 1990A Bonds because the Series 1990A Bonds are payable entirely from a separate source of revenues.

Miscellaneous.

The summaries or descriptions in this Official Statement of provisions in the Indentures and the International Terminal Use Agreements, and all references to other materials not purporting to be quoted in full, are only brief outlines of certain provisions and do not

constitute complete statements of such documents or provisions. Reference is made to the complete documents relating to such matters for further information, copies of which will be furnished by the City upon written request delivered to the office of the City Comptroller, City Hall, Room 501, 121 North LaSalle Street, Chicago, Illinois 60602.

Any statements made in this Official Statement indicated to 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 opined or estimated.

Authorization.

The City has authorized the distribution of this Official Statement.

This Official Statement has been duly executed and delivered by the City Comptroller on behalf of the City.

City of Chicago,

By: /s/Walter K. Knorr,
City Comptroller.

Appendices "A" through "G" attached to this Chicago O'Hare International Airport International Terminal Special Revenue Bonds, Series 1990A read as follows:

Appendix A.

Glossary.

The following are definitions of certain terms used in the Master Indenture, the Supplemental Indenture, the International Terminal Use Agreements and this Official Statement:

"Accounts" means the accounts created and established within the Funds pursuant to the Master Indenture or the accounts established in a Supplemental Indenture.

"Additional Project" means the planning, design, acquisition, construction and equipping of any project for the Airport, other than the Project, as may be permitted to be funded from proceeds of Bonds in accordance with the International Terminal Use Agreements, and as may be more particularly described in a Supplemental Indenture.

"Administrative Expense Requirement" means the aggregate amount during any month required to pay all Administrative Expenses due and payable, or anticipated to be payable, during the immediately subsequent month.

"Administrative Expenses" means all fees and charges relating to the administration of the Master Indenture, the Supplemental Indentures and the International Terminal Use Agreements, including without limitation, fees and expenses of the Trustee, any Remarketing Agent, any Tender Agent, any Paying Agent, any Credit Provider, Rating Agencies, accountants and auditors, and Counsel.

"Airfield Area" shall have the meaning set forth in the Airport Use Agreements.

"Airlines' Design and Construction Representative" means International Terminal Associates or such other person or firm selected by a Majority-in-Interest of International Terminal Airline Parties, with the approval of the City, as the Airlines' Design and Construction Representative.

"Airlines' Executive Committee" means the committee formed by the International Terminal Airline Parties to participate in the design and construction process for the International Terminal, consisting of representatives of British Airways, American Airlines, Japan Airlines, SAS and United Airlines.

"Airport" means the Airport, as defined in the Airport Use Agreements.

"Airport Use Agreements" means, collectively, the Amended and Restated Airport Use Agreement and Terminal Facilities Leases dated as of January 1, 1985, each between the City and the airline named therein, as amended and supplemented.

"Air Transportation Business" means the carriage by aircraft of persons or property as a common carrier for compensation or hire, or the carriage of mail, by aircraft, in commerce, as defined in the Federal Aviation Act of 1958, as amended.

"Allocated G.A.R.B. Debt Service" means, for any Fiscal Year, debt service on the City's General Airport Revenue Bonds allocated to the International Terminal Area for such Fiscal Year pursuant to the terms of the Airport Use Agreements.

"Allocated Terminal Support Area Net Deficit or Net Revenues" means, for any Fiscal Year, Terminal Support Area Net Deficit or Net Revenues, as the case may be, allocated to the International Terminal Area for such Fiscal Year pursuant to the terms of the Airport Use Agreements.

"Annual Debt Service" means, with respect to a particular Bond Year, an amount of money equal to the sum of (i) all interest payable during such Bond Year and (ii) all

Principal Installments payable during such Bond Year, with respect to all Bonds Outstanding at any time during such Bond Year.

"Approved Maximum Landing Weight" means, for any aircraft operated by an International Terminal Airline Party, the maximum landing weight of such aircraft as set forth in such an International Terminal Airline Party's government-approved operating manual.

"Authorized City Representative" means the Comptroller of the City or such other person or persons, who, at the time, shall have been designated to act on behalf of the City by a written certificate furnished to the Trustee containing the specimen signature of such person and signed on behalf of the City by its Executive Officer. Such certificate may designate an alternate or alternates.

"Authorized Denominations" means \$5,000 or any integral multiple thereof or such other amounts as may be specified in a Supplemental Indenture.

"Bond" or "Bonds" means Bonds which are authorized, authenticated and delivered under and pursuant to Article II of the Master Indenture and a Supplemental Indenture.

"Bond Counsel" means an attorney-at-law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America, selected by the City.

"Bond Purchase Agreement" means the contract of purchase with respect to a Series of Bonds, between the City and the purchasers thereof pertaining to the sale of such Series of Bonds.

"Bond Registrar" means the Trustee, as the keeper of the bond registration books.

"Bond Year" means a 12-month period commencing on January 2 of each calendar year and ending on January 1 of the next succeeding calendar year.

"Bondholder" or "holder of Bonds" or "owner of Bonds" means the Registered Owner of any Bond.

"Book Entry Depository" means, with respect to a Series of Bonds, an institution designated by the City in a Supplemental Indenture to act as depository in connection with a book entry system established for the applicable Series of Bonds in that Supplemental Indenture as provided in Section 913 of the Master Indenture, and with respect to the Series 1990A Bonds, the Midwest Securities Trust Company ("M.S.T.C.").

"Business Day" means any day other than (i) Saturday or Sunday; (ii) a day on which commercial banks located in New York, New York, or the City in which the principal corporate trust office of the Trustee is located are required or authorized by law or executive order to close or remain closed; or (iii) a day on which the New York Stock Exchange is closed; or as otherwise defined in a Supplemental Indenture.

"Capital Project Component" means a Capital Project Component described in Exhibit E to the International Terminal Use Agreements.

"Capitalized Interest" means any amount, other than accrued interest, included in the proceeds of any Series for the payment of interest on Bonds.

"City" means the City of Chicago, Illinois.

"City Clerk" means the City Clerk of the City.

"City Council" means the City Council of the City.

"City's Architects and Engineers" means Group One Design, or such other architects and engineers selected by the City, after reasonable notice to the Airlines' Design and Construction Representative, authorized to practice in the State of Illinois, and who, in the case of an individual, shall not be a director, officer or employee of either the City or any International Terminal Airline Party.

"Consortium Agreement" means the Agreement by and between the City and C.I.C.A. T.E.C. related to the Equipment dated as of January 1, 1990, as hereafter amended or supplemented.

"Code" means the Internal Revenue Code of 1986, as amended.

"Common Use Premises" means, at any time, those areas of the International Terminal which are commonly used airline areas and are not Exclusive Use Premises, and which consist of, among other things, holdroom waiting areas, holdroom arrival vestibules, outbound baggage rooms, interline baggage pick-up, recheck lobbies, baggage claim areas and the F.I.S. Facility.

"Completion Date" means, with respect to the Project, the date of completion of the Project as that date shall be certified in accordance with Section 405 of the Master Indenture, and, with respect to any Additional Project, the date of completion of such Additional Project as that date shall be certified in accordance with Section 405 of the Master Indenture.

"Consulting Engineer" means a registered or licensed engineer or engineers, or firm or firms of engineers, with expertise in the field of designing, preparing plans and specifications for, supervising the construction, improvement and expansion of, and supervising the maintenance of, airports and aviation facilities, entitled to practice and practicing as such under the laws of the State of Illinois, who, in the case of any individual, shall not be a director, officer or employee of either the City or any International Terminal Airline Party.

"Costs of Issuance" means any item of expense payable or reimbursable, directly or indirectly, by the City and related to the authorization, offering, sale, issuance and delivery of Bonds of any Series, including without limitation, printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and

charges of any Fiduciary, legal fees and disbursements, fees and disbursements of the Independent Airline Consultant, the Independent Accountant and Consulting Engineer, fees and disbursements of other consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of Bonds, application fees, premiums and charges on the Credit Facility and costs and expenses relating to the refunding of the Series 1989A Bonds.

"Counsel" means an attorney-at-law or a firm of attorneys-at-law (who may be an employee of or counsel to the City or the Trustee) duly admitted to the practice of law before the highest court of any state of the United States of America.

"Credit Facility" means, with respect to a Series of Bonds, the irrevocable letter of credit, line of credit, bond insurance or other form of credit enhancement and/or liquidity support, if any, including any alternate or replacement Credit Facility, for such Series of Bonds, specified in the Supplemental Indenture providing for the issuance of such Series of Bonds, delivered in accordance with the provisions of such Supplemental Indenture and, with respect to the Series 1990A Bonds, _____.

"Credit Provider" means, with respect to a Series of Bonds, the provider of a Credit Facility, if any, for such Series of Bonds specified in the Supplemental Indenture providing for the issuance of such Series of Bonds, and, with respect to the Series 1990A Bonds, _____.

"Date of Beneficial Occupancy of the International Terminal" means the date on which Deplaned Passengers first are processed at the F.I.S. Facility in the International Terminal.

"Departed Airline Party" means an International Terminal Airline Party that elects to utilize an F.I.S. Facility at the Airport other than the F.I.S. Facility in the International Terminal for its deplaned international passengers.

"Deplaned Common Use Cost Center" means the International Terminal Cost Center of the same name described in Exhibit B to the International Terminal Use Agreements.

"Deplaned Common Use Cost Center I.T.-C.R.C. Requirement" means, for any Fiscal Year, the Deplaned Common Use Cost Center I.T.-C.R.C. Requirement calculated pursuant to Section 5.05 of the International Terminal Use Agreements for such Fiscal Year.

"Deplaned Common Use Cost Center S.R.B. Requirement" means, for any Fiscal Year, the Deplaned Common Use Cost Center S.R.B. Requirement calculated pursuant to Section 5.09 of the International Terminal Use Agreements for such Fiscal Year.

"Deplaned Passengers" means all terminating and all incoming on-line transfer and off-line transfer passengers arriving at the International Terminal. Deplaned Passengers do not include through passengers.

"Deplaned Replacement Fees" means, with respect to any International Terminal Airline Party, the Deplaned Replacement Fees calculated pursuant to Section 11.02(d) of the International Terminal Use Agreements.

"Design Capacity" means the maximum number of Deplaned Passengers that the F.I.S. Facility in the International Terminal can accommodate during the peak hour. The Design Capacity is presumed to be 4,080 Deplaned Passengers, unless and until amended by the City and a Majority-in-Interest of International Terminal Airline Parties.

"Enplaned Common Use Cost Center" means the International Terminal Cost Center of the same name described in Exhibit B to the International Terminal Use Agreements.

"Enplaned Common Use Cost Center I.T.-C.R.C. Requirement" means, for any Fiscal Year, the Enplaned Common Use Cost Center I.T.-C.R.C. Requirement calculated pursuant to Section 5.04 of the International Terminal Use Agreements for such Fiscal Year.

"Enplaned Common Use Cost Center S.R.B. Requirement" means, for any Fiscal Year, the Enplaned Common Use Cost Center S.R.B. Requirement calculated pursuant to Section 5.08 of the International Terminal Use Agreements for such Fiscal Year.

"Enplaned Passengers" means all originating and all outgoing on-line transfer and off-line transfer revenue passengers departing from the International Terminal.

"Enplaned Replacement Fees" means, with respect to any International Terminal Airline Party, the Enplaned Replacement Fees calculated pursuant to Section 11.02(c) of the International Terminal Use Agreements.

"Equipment" means the structures, improvements, facilities, equipment, buses and other airline systems for the International Terminal, as described in Exhibit C to the International Terminal Use Agreements.

"Equipment Cost Center" means the International Terminal Cost Center of the same name described in Exhibit B to the International Terminal Use Agreements.

"Escrow Agent" means the Trustee, as Escrow Agent under the Escrow Agreement.

"Escrow Agreement" means that certain Escrow Agreement dated March 1, 1990 between the City and the Trustee, as Escrow Agent.

"Event of Default" or "event of default" means an occurrence of an event as specified in and defined by Section 801 of the Master Indenture.

"Exclusive Use Cost Center" means the International Terminal Cost Center of the same name described in Exhibit B to the International Terminal Use Agreements.

"Exclusive Use Cost Center I.T.-C.R.C. Requirement" means, for any Fiscal Year, the Exclusive Use Cost Center I.T.-C.R.C. Requirement calculated pursuant to Section 5.03 of the International Terminal Use Agreements for such Fiscal Year.

"Exclusive Use Cost Center S.R.B. Requirement" means, for any Fiscal Year, the Exclusive Use Cost Center S.R.B. Requirement calculated pursuant to Section 5.07 of the International Terminal Use Agreements for such Fiscal Year.

"Exclusive Use Premises" means, at any time, for each International Terminal Airline Party, those areas and facilities in the International Terminal which, pursuant to Article IV of the International Terminal Use Agreements, are then leased to such International Terminal Airline Party for its exclusive occupancy and use.

"Executive Officer" means the Mayor of the City, the Comptroller of the City, or such other person as the Mayor or Comptroller shall designate in writing to perform any function or duty required by any provisions of the Master Indenture, a Supplemental Indenture or an International Terminal Use Agreement to be performed by the Executive Officer.

"Federal Inspection Service Facility" or "F.I.S. Facility" means facilities provided for the United States Customs Service, the United States Immigration and Naturalization Service, the United States Department of Health and Human Services, and the United States Department of Agriculture, and any successor departments or services thereto, for their use or for the processing of arriving international passengers.

"Fee Landing" means any landing at the Airport of an aircraft except (i) an aircraft which takes off from the Airport and without making a stop at any other airport, returns to and lands at the Airport because of meteorological conditions, mechanical or operating causes, or any emergency or precautionary reason, or (ii) an aircraft which is owned by and used exclusively in the service of the United States of America or the government of any state, territory or possession thereof or therein.

"Fiduciary" means the Trustee, any Paying Agent or any Tender Agent or any or all of them, as may be appropriate.

"Final Audit" means the annual audit report described in Section 6.06 of the International Terminal Use Agreements.

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

"Fixed Rate" means one or more nonfloating, nonvariable interest rates which apply to a Series of Bonds as specified in accordance with Section 206(d)(iv) of the Master Indenture and any applicable Supplemental Indenture.

"Fueling System" shall have the meaning set forth in the Airport Use Agreements.

"Fueling System Fees" means, with respect to each 1983 Airline Party, the Fueling System Fees calculated pursuant to Article V of such 1983 Airline Party's Airport Use

Agreement, and with respect to each International Terminal Airline Party that is a signatory to the Fueling System Lease and is not a 1983 Airline Party, the Fueling System Fees calculated pursuant to Section 5.13 of such International Terminal Airline Party's International Terminal Use Agreement.

"Fueling System Lease" means the Amended and Restated Fueling System Lease dated as of January 1, 1985, by and among the City and various persons engaged in an Air Transportation Business.

"Funds" means the funds created and established pursuant to Article IV and Article V of the Master Indenture.

"General Airport Revenue Bond Ordinance" or "G.A.R.B.O." means the 1983 Chicago-O'Hare International Airport General Airport Revenue Bond Ordinance, as adopted by the City Council and as amended or supplemented from time to time in accordance with its terms.

"Governmental Obligations" means (a) any bonds or other obligations of the United States of America that as to principal and interest constitute direct obligations of the United States of America or the full and timely payment of which are unconditionally guaranteed by the United States of America, which are noncallable and that at the time of investment are legal investments under the laws of the State of Illinois for the moneys proposed to be invested therein or (b) securities or receipts evidencing ownership interests in obligations or specified portions (such as principal or interest) of obligations described in clause (a) of this definition.

"Independent Accountant" means a certified public accountant selected by the City and licensed to practice in the State of Illinois, and who (a) in the case of an individual, shall not be a director, officer or employee of either the City or any International Terminal Airline Party and (b) may be the accountant that regularly audits the books of the City or the Airport.

"Independent Airport Consultant" means a consultant, other than the Consulting Engineer, selected by the City, with expertise in the administration, financing, planning, maintenance and operations of airports and facilities thereof, and who, in the case of an individual, shall not be a director, officer or employee of either the City or any International Terminal Airline Party.

"I.T.-C.R.C. Deplaned Common Use Charges" means the I.T.-C.R.C. Deplaned Common Use Charges calculated pursuant to Section 5.05 of the International Terminal Use Agreements.

"I.T.-C.R.C. Deplaned Replacement Fees" means those Deplaned Replacement Fees included in the calculation of the Deplaned Common Use Cost Center I.T.-C.R.C. Requirement.

"I.T.-C.R.C. Enplaned Common Use Charges" means the I.T.-C.R.C. Enplaned Common Use Charges calculated pursuant to Section 5.04 of the International Terminal Use Agreements.

"I.T.-C.R.C. Equipment Charges" means the I.T.-C.R.C. Equipment Charges calculated pursuant to Section 5.06 of the International Terminal Use Agreements.

"I.T.-C.R.C. Terminal Rentals" means the I.T.-C.R.C. Terminal Rentals calculated pursuant to Section 5.03 of the International Terminal Use Agreements.

"International Terminal Aircraft Parking Areas" means those areas adjacent to the International Terminal or located at a hardstand designated from time to time by the City for the parking of aircraft and support vehicles, and the loading and unloading of passengers and cargo by those persons engaged in an Air Transportation Business using the International Terminal.

"International Terminal Airline Party" means, at any time, any person actively engaged in the Air Transportation Business at the Airport who then has an International Terminal Use Agreement in effect with the City, either directly or through a valid assignment.

"International Terminal Area" shall have the meaning set forth in the Airport Use Agreements.

"International Terminal Area Fees and Charges" means, for any Fiscal Year, the aggregate of (i) I.T.-C.R.C. Terminal Rentals, I.T.-C.R.C. Enplaned Common Use Charges, I.T.-C.R.C. Deplaned Common Use Charges, I.T.-C.R.C. Equipment Charges, I.T.-C.R.C. Enplaned Replacements Fees and I.T.-C.R.C. Deplaned Replacement Fees payable by the International Terminal Airline Parties for such Fiscal Year, and (ii) the Enplaned Common Use Cost Center I.T.-C.R.C. Requirement, the Deplaned Common Use Cost Center I.T.-C.R.C. Requirement and the O. & M. Expenses of the International Terminal Area allocated to the Equipment Cost Center payable by the International Terminal Airline Parties for such Fiscal Year pursuant to Section 5.14(b) of the International Terminal Use Agreements.

"International Terminal Cost Centers" means the Exclusive Use Cost Center, the Enplaned Common Use Cost Center, the Deplaned Common Use Cost Center and the Equipment Cost Center.

"International Terminal Project" means the capital projects at the Airport described in Exhibit E to the International Terminal Use Agreements, as the same may be amended from time to time in accordance with the terms of the International Terminal Use Agreements.

"International Terminal Use Agreements" means, collectively, the International Terminal Use Agreement and Facilities Leases dated as of January 1, 1990, each between the City and the International Terminal Airline Party named therein, as amended and supplemented.

"Investment Securities" means any of the following obligations or securities:

- a. Bonds, notes and short-term obligations of the United States of America, its agencies and instrumentalities.
- b. Bonds, notes and short-term obligations of states of the United States of America, their agencies and their subdivisions.
- c. Bonds, notes and short-term obligations of U. S. municipalities of the states of the United States of America, their agencies and their subdivisions.
- d. Bonds, notes and short-term obligations of corporations that are rated "A", or equivalent rating designation, or better by a Rating Agency.
- e. Mortgage pass-through-certificates rated "A", or equivalent rating designation, or better by a Rating Agency.
- f. Asset backed securities rated "A", or equivalent rating designation, or better by a Rating Agency.
- g. Commercial paper, loan participations or other promissory notes which have a rating of "A-1" or "P-1", or equivalent rating designation, or better by a Rating Agency.
- h. Domestic and Eurodollar certificates of deposit, time deposits, bankers acceptances, commercial paper, bearer deposit notes, loan participations and other promissory notes issued by United States bank holding companies and their bank subsidiaries including the Trustee whose most recently published financial statements reflect net assets of \$1 Billion or more, and their overseas branches, agencies and subsidiaries, possessing a credit quality rating of "C" or better as assigned by Keefe Bankwatch or a similar high quality rating assigned by a Rating Agency.
- i. Yankee and Eurodollar certificates of deposit, time deposits, bankers acceptances, commercial paper, loan participations and other promissory notes issued by foreign banks whose most recently published financial statements reflect net assets of \$1 Billion or more, and their overseas branches, agencies and subsidiaries. Foreign bank issuers must possess a credit quality rating of "C" or better as assigned by Keefe Bankwatch or a similar high quality rating assigned by a Rating Agency.
- j. Repurchase agreements with financial institutions secured by any combination of items (a) through (i) or subset thereof, provided that the collateral equals at least 103% of the market value of the loaned securities.
- k. Auction rate, money market preferred stock or the equivalent dutch-auction preferred stock, rated "A", or equivalent rating designation, or better by a Rating Agency.
- l. Nationally recognized institutional mutual funds whose investment guidelines in principle adhere to items (a) through (j) or subset thereof.

"Landing Fee Rate" means the Landing Fee Rate established pursuant to Article V of the Airport Use Agreements.

"Landing Fees" means, with respect to each 1983 Airline Party, the Landing Fees calculated pursuant to Article V of such 1983 Airline Party's Airport Use Agreement, and with respect to each International Terminal Airline Party that is not a 1983 Airline Party, the Landing Fees calculated pursuant to Section 5.11 of such International Terminal Airline Party's International Terminal Use Agreement.

"Majority-in-Interest of International Terminal Airline Parties" means, during any Fiscal Year, either (a) any five or more International Terminal Airline Parties which, in the aggregate, paid 50% or more of International Terminal Area Fees and Charges and Special Revenue Bond Fees and Charges paid by all International Terminal Airline Parties for the preceding Fiscal Year, or (b) any numerical majority of International Terminal Airline Parties, which in the aggregate, paid 50% or more of International Terminal Area Fees and Charges and Special Revenue Bond Fees and Charges paid by all International Terminal Airline Parties for the preceding Fiscal Year. For purposes of determining a Majority-in-Interest of International Terminal Airline Parties, no airline with a Month-to-Month Agreement shall be deemed an International Terminal Airline Party, and no airline shall be deemed an International Terminal Party so long as an event of default under the International Terminal Use Agreements with respect to such International Terminal Airline Party has occurred and is continuing, and the City has given written notice of such event of default to such International Terminal Airline Party.

"Month-to-Month Agreement" means an International Terminal Use Agreement the term of which is month-to-month and which is terminable by either party thereto upon thirty (30) days' written notice to the other party.

"1983 Airline Party" means, at any time, each person actively engaged in the Air Transportation Business at the Airport who then has an Airport Use Agreement in effect with City.

"Non-Airline Revenues of the International Terminal Area" means, for any Fiscal Year, Non-Use Agreement Revenues, as defined in the Airport Use Agreements, for such Fiscal Year allocated to the International Terminal Area pursuant to the terms of the Airport Use Agreements, including, for example, concession revenues of the International Terminal Area, but excluding, for purposes of the International Terminal Use Agreements only, International Terminal Area Fees and Charges payable thereunder.

"Operation and Maintenance Expenses of the International Terminal Area" or "O. & M. Expenses of the International Terminal Area" means, for any Fiscal Year, Operation and Maintenance Expenses, as defined in the Airport Use Agreements, for such Fiscal Year, allocated to the International Terminal Area pursuant to the terms of the Airport Use Agreements, any amounts payable with respect to an International Terminal Special Capital Project Expenditure, and any amounts payable for leasing

property to be used for hardstand parking of aircraft and for leasing buses for the operation of such hardstand.

"Outstanding" or "outstanding" or "Bonds Outstanding," when used in connection with the Bonds, means, as of the time in question, all Bonds authenticated and delivered under the Master Indenture and a Supplemental Indenture, except:

- (a) Bonds cancelled by the Trustee or delivered to the Trustee for cancellation;
- (b) Bonds which are deemed to have been paid in accordance with Article XI of the Master Indenture (as described in "Discharge of Indentures"); and
- (c) Bonds in substitution for which other Bonds have been authenticated and delivered pursuant to Article III of the Master Indenture.

"Paying Agent" means any bank or trust company designated as a paying agent for a Series and its successor or successors hereafter appointed in the manner provided in the Master Indenture.

"Payment Date" or "payment date" means, as to a payment of principal on any Series of Bonds, any January 1 on which date a Principal Installment on such Series of Bonds is payable in accordance with the terms of such Series of Bonds and the terms of the Master Indenture and the Supplemental Indenture authorizing such Series of Bonds; as to payment of interest on any Series of Bonds, any date on which interest on such Series of Bonds is payable as set forth in a Supplemental Indenture authorizing such Series of Bonds (_____ with respect to the Series 1990A Bonds); and, as to the payment of principal, premium, if any, and interest on any Series of Bonds upon the redemption of such Series of Bonds, any date for redemption specified in the Supplemental Indenture authorizing such Series of Bonds (_____ with respect to the Series 1990A Bonds).

"Principal Installment" means, as of any particular date of computation, with respect to a particular date of payment and with respect to Bonds of a particular Series, an amount of money equal to the aggregate of (a) the principal amount of Outstanding Bonds of such Series which mature on such date of payment, reduced by the aggregate principal amount of such Outstanding Bonds which would be retired by reason of the payment when due and application in accordance with the Master Indenture and any Supplemental Indenture of any Sinking Fund Payments payable before such date of payment for the retirement of such Outstanding Bonds, plus (b) the amount of any Sinking Fund Payments payable on such date of payment for the retirement of any Outstanding Bonds of such Series which mature on any later date. Such date of payment shall, for all purposes of the Master Indenture, be deemed to be the date when such Principal Installment is payable and the date of such Principal Installment.

"Pro Forma Annual Debt Service" means, with respect to a particular Bond Year, an amount of money equal to the sum of (a) all interest payable during such Bond Year on all Bonds Outstanding on the date of computation, which shall be calculated (i) with

respect to any Series of Bonds which bear interest at a Fixed Rate at an assumed interest rate equal to the interest rate in effect, or expected to be in effect, on the date of original issuance of such Series and (ii) with respect to any Series of Bonds which bear interest at a Variable Rate, at the greater of (A) the interest rate in effect, or expected to be in effect, on the date of original issuance of such Series and (B) the average rate of interest of such Series of Bonds bearing interest at a Variable Rate during the immediately prior Bond Year, or, if such rate is not available, the average rate of interest on comparable variable rate securities during the immediately prior Bond Year, and (b) all Principal Installments payable during such Bond Year with respect to all Bonds Outstanding on such date of computation, all calculated on the assumption that Bonds will cease to be Outstanding by reason, but only by reason, of the payment when due and application in accordance with the Master Indenture and any Supplemental Indenture of Principal Installments payable after such date of computation.

"Project" means the planning, design, acquisition, construction and equipping of a new permanent international terminal for the Airport, and all related facilities and capital expenditures, including without limitation, a terminal building, fixtures and equipment, buses, aircraft aprons, automobile roadways, automobile parking, an automated guideway transit system, a glycol system and a fueling system, all as may be permitted by applicable law.

"Public Use Premises" means, at any time, all areas of the International Terminal which are not Exclusive Use Premises or Common Use Premises, and which consist of, among other things, areas for passenger movement, concession areas, basement areas, City offices and operations areas, public restrooms, public waiting areas, entrances, exits, chases, building support areas not open to the general public (such as mechanical and electrical areas, janitor closets and heating and refrigeration facilities).

"Rating Agency" means any of Moody's Investors Service, Standard & Poor's Corporation or Fitch Investors Service or any other nationally recognized rating agency and their successors and assigns.

"Record Date" means, with respect to a particular Series of Bonds which bear interest at the Fixed Rate, fifteen days (whether or not a Business Day) preceding a Payment Date and, with respect to a particular Series of Bonds which bear interest at the Variable Rate, the day or days (whether or not a Business Day or Business Days) so specified in a Supplemental Indenture.

"Recording Officer" means the City Clerk or Deputy City Clerk of the City.

"Redemption Price" means with respect to any Bond, the principal amount thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to the provisions of such Bond and the Supplemental Indenture under which such Bond was issued.

"Refunding Bonds" means Bonds of any Series, authenticated and delivered the purpose of the refunding of Bonds of any Series or Subordinated Bonds and all Refunding Bonds thereafter authenticated and delivered in lieu of or in substitution for such Refunding Bonds pursuant to the Master Indenture and a Supplemental Indenture.

"Registered Owner" or "Owner" means the person or persons in whose name or names a Bond shall be registered on the books of the City maintained by the Bond Registrar for that purpose in accordance with the terms of the Master Indenture.

"Reimbursement Agreement" means, with respect to a Series of Bonds, any agreement or agreements in each case between a Credit Provider or Credit Providers and the City under or pursuant to which a Credit Facility for such Series of Bonds is provided, and any agreement that replaces such original agreement that sets forth the obligations of the City to such Credit Provider or Credit Providers and the obligations of such Credit Provider or Credit Providers to the City.

"Remarketing Agent" means, with respect to a Series of Bonds, the remarketing agent or agents at the time serving as such under any Remarketing Agreement and designated in a Supplemental Indenture as such Remarketing Agent with respect to such Series of Bonds for purposes of the Master Indenture.

"Remarketing Agreement" means, with respect to a Series of Bonds, the Remarketing Agreement, if any, between the City and the Remarketing Agent as from time to time amended and supplemented, or if such Remarketing Agreement shall be terminated, then such other agreement which may from time to time be entered into with any Remarketing Agent with respect to the remarketing of such Series of Bonds.

"Series" means all of the Bonds authenticated and delivered on original issuance pursuant to a Supplemental Indenture and designated as a Series therein.

"Series Debt Service Reserve Fund Requirement" means, (i) with respect to a Series of Bonds issued to finance the Project, an amount equal to the maximum amount of projected Annual Debt Service for the then current or any future Bond Year on such Bonds of such Series then Outstanding, or such lesser amount permitted under the Code, and (ii) with respect to an Additional Project, such other amount, if any, required pursuant to the applicable Supplemental Indenture to be deposited and maintained in the Series Debt Service Reserve Account established thereunder; in either case, such amount to be determined by reference to the costs of the investments held therein, unless any applicable Supplemental Indenture shall otherwise specify.

"Series 1989A Bonds" means the outstanding \$10,000,000 City of Chicago, Chicago-O'Hare International Airport, International Terminal Special Revenue Bonds, Series 1989A, maturing January 1, 1998.

"Series 1990A Tax Agreement" means the Tax Exemption Certificate and Agreement, dated as of March 1, 1990, by and between the City and the Trustee.

"Sinking Fund Payment" means, as of any particular date of determination and with respect to Outstanding Bonds of any Series, the amount of principal and premium, if any, of Bonds required by a Supplemental Indenture to be paid in any event by the City for the redemption of Bonds of such Series on a certain scheduled single future date, but does not include any amount payable by the City by reason of the maturity of a Bond.

"S.R.B. Deplaned Common Use Charges" means the S.R.B. Deplaned Common Use Charges calculated pursuant to Section 5.09 of the International Terminal Use Agreements.

"S.R.B. Deplaned Replacement Fees" means those Deplaned Replacement Fees included in the calculation of the Deplaned Common Use Cost Center S.R.B. Requirement.

"S.R.B. Enplaned Common Use Charges" means the S.R.B. Enplaned Common Use Charges calculated pursuant to Section 5.08 of the International Terminal Use Agreements.

"S.R.B. Enplaned Replacement Fees" means those Enplaned Replacement Fees included in the calculation of the Enplaned Common Use Cost Center S.R.B. Requirement.

"S.R.B. Equipment Charges" means the S.R.B. Equipment Charges calculated pursuant to Section 5.10 of the International Terminal Use Agreements.

"S.R.B. Terminal Rentals" means the S.R.B. Terminal Rentals calculated pursuant to Section 5.06 of the International Terminal Use Agreements.

"Special Revenue Bond Debt Service and Fund Deposit Requirements" means, for any Fiscal Year, all amounts required to be collected by the City from the International Terminal Airline Parties required to meet all debt service, rate covenant and fund deposit requirements for such Fiscal Year, under the Master Indenture.

"Special Revenue Bond Fees and Charges" means, for any Fiscal Year, the aggregate of (i) S.R.B. Terminal Rentals, S.R.B. Enplaned Common Use Charges, S.R.B. Deplaned Common Use Charges, S.R.B. Equipment Charges, S.R.B. Enplaned Replacement Fees and S.R.B. Deplaned Replacement Fees payable by the International Terminal Airline Parties for such Fiscal Year, (ii) Special Revenue Bond Debt Service and Fund Deposit Requirements payable by the International Terminal Airline Parties pursuant to Section 5.14(a) of the International Terminal Use Agreements for such Fiscal Year, and (iii) the Enplaned Common Use Cost Center S.R.B. Requirement, the Deplaned Common Use Cost Center S.R.B. Requirement and the Special Revenue Bond Debt Service and Fund Deposit Requirements allocated to the Equipment Cost Center payable by the International Terminal Airline Parties for such Fiscal Year pursuant to Section 5.14(b) of the International Terminal Use Agreements.

"Special Revenue Bonds" means all bonds of the City issued pursuant to the Master Indenture.

"Special Revenues" means, for any year, (a) those rentals, fees and charges payable during such year by the International Terminal Airline Parties pursuant to the International Terminal Use Agreements for the purpose of providing funds for the payment of (i) the principal of, premium, if any, and interest on the Bonds as the same become due, (ii) all sinking and other reserve fund payments required by the Master Indenture and any Supplemental Indenture authorizing the issuance of the Bonds as the same shall become due, (iii) all amounts required pursuant to the debt service coverage requirements set forth in Section 705 of the Master Indenture and any Supplemental Indenture authorizing the issuance of the Bonds as the same become due, (iv) all amounts required to be deposited in the Subordinated Bond Fund, and (v) all Administrative Expenses as the same become due; plus (b) investment earnings on the Administrative Expense Fund to the extent required to be transferred to the Special Revenue Fund pursuant to the Master Indenture; and plus (c) other amounts, if any, deposited by the City in such year in the Special Revenue Fund.

"State" means the State of Illinois.

"Subordinated Bond" or "Subordinated Bonds" means any bonds, notes or evidences of indebtedness other than Bonds, issued by the City as permitted by Section 706 of the Master Indenture (as described in "Covenant Against Pledge of Special Revenues").

"Subordinated Bond Indenture" means a trust indenture under which Subordinated Bonds are issued.

"Supplemental Indenture" means any Supplemental Indenture of the City authorized pursuant to the Master Indenture.

"Tax Agreement" means, with respect to each Series of Bonds, any Tax Exemption Certificate and Agreement by and between the City and the Trustee with respect to such Series of Bonds, or any similar agreement or certificate setting forth various tax or arbitrage related representations and/or covenants.

"Terminal Support Area Net Deficit or Net Revenues" means Terminal Support Area Net Deficit or Net Revenues calculated in accordance with Section 12.01 of the Airport Use Agreements.

"Trust Estate" means the property conveyed to the Trustee by the City pursuant to the Granting Clauses of the Master Indenture.

"Variable Rate" means an interest rate on a Series of Bonds which rate is subject to change from time to time as specified in Section 206(d)(iv) of the Master Indenture and the applicable Supplemental Indenture.

Appendix "B".

Summary Of Certain Provisions Of The Indentures.

The following is a summary of certain provisions of the Master Indenture and the First Supplemental Indenture. For definitions of capitalized terms used in this summary, see "Appendix A -- Glossary". This summary does not purport to be comprehensive or definitive. All references herein to the Master Indenture or the First Supplemental Indenture are qualified in their entirety by all terms and provisions of the Master Indenture and the First Supplemental Indenture to which reference is hereby made. Copies of the Master Indenture and the First Supplemental Indenture are available for review prior to the issuance and delivery of the Series 1990A Bonds at the offices of the City and thereafter at the offices of the Trustee. All references to the Series 1990A Bonds are qualified in their entirety by reference to the definitive forms thereof and the information with respect thereto included in the Master Indenture and the First Supplemental Indenture.

Summary Of Certain Provisions Of The Master Indenture.

The Master Indenture contains various covenants, security and deposit provisions, terms and conditions, certain of which are summarized below. Reference is hereby made to the Master Indenture for a full and complete statement of its provisions. Because some provisions of the Master Indenture may be changed by the First Supplemental Indenture, reference is made to such document, copies of which are available as described above, for a comprehensive understanding of the Master Indenture. See "Summary of Certain Provisions of the First Supplemental Indenture" below.

The Master Indenture To Constitute Contract; Pledge Effected.

In consideration of the purchase and acceptance of Bonds issued under the Master Indenture and under any Supplemental Indenture by those who shall hold the Bonds from time to time, the provisions of the Master Indenture and such Supplemental Indenture shall be a part of the contract of the City with the holders of such Bonds and shall be deemed to be and shall constitute a contract between the City, the Trustee and the holders from time to time of such Bonds.

The Master Indenture creates a pledge of the Special Revenues and of all moneys and securities held or set aside or to be held or set aside by any Fiduciary under the Master Indenture and any Supplemental Indenture to secure the payment of the principal of, premium, if any, and interest on, the Bonds, subject only to the provisions of the Master Indenture requiring or permitting the payment, setting apart or appropriation thereof for or to the purposes and on the terms, conditions, priorities and order set forth in or provided

thereunder. That pledge shall be valid and binding from and after the date of issuance of any Series of Bonds thereunder; the Special Revenues so pledged and then or thereafter received by the City shall immediately be subject to the lien of such pledge without any physical delivery or further act; and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City, regardless of whether such parties have notice thereof.

Issuance Of Bonds.

Bonds of any Series shall be executed by the City and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the City or upon its order, but only following the receipt by the Trustee of:

(a) A copy of the Master Indenture certified by the City Clerk.

(b) An opinion of Counsel to the City to the effect that (i) the City has the right and power to adopt the Master Indenture and the Supplemental Indenture authorizing such Series; (ii) the Master Indenture and such Supplemental Indenture have been duly and lawfully adopted by the City Council, are in full force and effect and are valid and binding upon the City and enforceable against the City in accordance with their respective terms; and (iii) the execution, delivery and performance by the City of the Master Indenture and such Supplemental Indenture are not in contravention of the provisions of any ordinance, statute, regulation, indenture, agreement, mortgage, deed of trust or other instruments by which or to which the City is bound.

(c) A written order as to the delivery of such Series, signed by an Executive Officer and stating (i) the identity of the purchasers, aggregate purchase price and date and place of delivery of such Series and (ii) that no Event of Default has occurred and is continuing under the Master Indenture.

(d) A copy of the Supplemental Indenture authorizing such Series, certified by the City Clerk, which shall specify:

(i) The authorized principal amount and Series designation of such Bonds;

(ii) The purpose or purposes for which such Series is being issued;

(iii) The dated date or dates, and the maturity date or dates, of the Bonds of such Series or the manner of determining such dates;

(iv) The interest rate or rates to be borne by the Bonds of such Series or the manner of determining such rate or rates, whether the Bonds of such Series shall bear interest at a Fixed Rate or a Variable Rate, and the Payment Dates for such Series;

(v) The manner of dating, numbering and lettering the Bonds of such Series;

(vi) The Paying Agent or Paying Agents, if any, and the place or places of payment of the principle of, premium, if any, and interest on, the Bonds of such Series or the manner of appointing and designating the same;

(vii) The premium, if any, of, and, subject to the provisions of the redemption provisions of the Master Indenture, the redemption terms for, the Bonds of such Series, or the manner of determining such terms;

(viii) The amount and due date of each Sinking Fund Payment, if any, with respect to Bonds of like maturity of such Series, or the manner of determining such amounts and dates;

(ix) Provisions for the sale of the Bonds of such Series;

(x) The forms of the Bonds of such Series and of the Trustee's certificate of authentication;

(xi) Any limit on the aggregate principle amount of such Series which may be authenticated and delivered under such Supplemental Indenture (except for Bonds authenticated and delivered upon registration and transfer of, or in exchange for, in lieu of, other Bonds of such Series pursuant to Article III of the Master Indenture);

(xii) Any Book Entry Depository;

(xiii) The nature of any Credit Facility and the Credit Provider or Credit Providers, if any;

(xiv) The Tender Agent, if any;

(xv) The Remarketing Agent, if any;

(xvi) Any additional covenants of the City required by the Code or other applicable law; and

(xvii) Any other provisions deemed advisable by the City as shall not conflict with the provisions of the Master Indenture.

(e) Executed copies of the International Terminal Use Agreements, at least one of which shall be for a term at least as long as the period during which such Bonds are outstanding and unpaid, which agreements shall obligate the International Terminal Airline Parties named therein to make payments to the City during the applicable terms thereof in an aggregate amount at least equal to the sum of (a) the principal of, premium, if any, and interest on such Bonds as the same become due, (b) all sinking and other reserve fund payments that may be required by the Master Indenture and any Supplemental Indenture authorizing such Bonds as the same shall become due, (c) all amounts required pursuant to the rate covenant and debt service coverage requirements set forth in the Master Indenture and such Supplemental Indenture, (d) all amounts that

may be required to be deposited in the Subordinated Bond Fund, and (e) all Administrative Expenses.

(f) A certificate to the City executed by the Independent Airport Consultant certifying the matter required to be certified by the Independent Airport Consultant under Section 903 of the General Airport Revenue Bond Ordinance.

(g) A certificate of an Executive Officer stating:

(i) The amount, if any, of the proceeds of such Series to be paid to the Trustee for deposit in the Series Debt Service Reserve Account, so that the amount held therein shall be equal to the Series Debt Service Reserve Fund Requirement after giving effect to the issuance of such Series;

(ii) The amount, if any, of the proceeds of such Series to be paid to the Trustee for deposit in a Series Capitalized Interest Account;

(iii) The amount of the proceeds of such Series to be paid to the Trustee for deposit in the Series Construction Account;

(iv) The amount of the proceeds of such Series to be paid to the Trustee for deposit in the Series Costs of Issuance Account; and

(v) The purpose or purposes for which the balance, if any, of the proceeds of such Series is to be used.

(h) A copy, duly certified by the Recording Officer, of the ordinance of the City authorizing the City to execute a Supplemental Indenture authorizing such Series.

(i) An executed copy of the Bond Purchase Agreement.

(j) An executed copy of the Tax Agreement, if any.

(k) If applicable, an executed copy of:

(i) the Credit Facility;

(ii) the Remarketing Agreement; and/or

(iii) the Reimbursement Agreement.

(l) Such other documents and moneys as are required by the Supplemental Indenture provisions of the Master Indenture or by the Supplemental Indenture authorizing the issuance of such Series of Bonds.

Issuance Of Refunding Bonds.

All Refunding Bonds of any Series shall be executed by the City and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the City or upon its order, but only following the receipt by the Trustee of:

- (a) The documents described above under "Issuance of Bonds".
- (b) If a redemption of Bonds is to be effected, irrevocable instructions from the City to the Trustee to give due notice of redemption of all the Bonds to be refunded and the redemption date or dates, if any, upon which such Bonds are to be redeemed.
- (c) A certificate of an Independent Accountant stating the amount of either (i) moneys (which may include all or a portion of the proceeds of the Refunding Bonds to be issued) sufficient to pay the Bonds to be refunded at the applicable Redemption Price of the Bonds to be refunded together with accrued interest, if any, on such Bonds to the redemption date or dates, or (ii) Governmental Obligations the principal of, and interest on, which when due (without reinvestment thereof), together with the moneys (which may include all or a portion of the proceeds of the Refunding Bonds to be issued), if any, which must be contemporaneously deposited with the Trustee, sufficient to pay when due the applicable Redemption Price of the Bonds to be refunded, together with accrued interest, if any, on such Bonds to the redemption date or dates or the dates of maturity thereof.
- (d) A certificate of either: (i) an Authorized City Representative stating that, after giving effect to the issuance of such Series of Refunding Bonds, the Pro Forma Annual Debt Service in each Bond Year on all Bonds Outstanding would not exceed the Pro Forma Debt Service in each Bond Year on all Bonds Outstanding before the issuance of such Refunding Bonds, or (ii) the Independent Airport Consultant, certifying that, in each Bond Year and calendar year, as the case may be, during the later of (A) the three-year period commencing after the calendar year in which the anticipated Completion Date for the Project or Additional Project financed with the proceeds of such Series of Bonds or Subordinated Bonds, as the case may be, occurs and (B) the five-year period commencing after the calendar year in which the date of issuance of such Series of Bonds occurs, the Special Revenues to be derived by the City under and pursuant to the International Terminal Use Agreements, together with any cash balance held in the Special Revenue Fund on the first day of such calendar year not then required to be deposited in any Fund, or Account or sub-account thereof (other than the Special Revenue Fund), and investment earnings for such Bond Year or calendar year on moneys held in the Bond Fund and the Debt Service Reserve Fund to the extent that such earnings are not required to be transferred to the Construction Fund, shall equal an amount not less than the greater of (1) the aggregate amounts that will be required pursuant to the Master Indenture to be deposited during such calendar year in the Bond Fund, Debt Service Reserve Fund, the Administrative Expense Fund and the Subordinated Bond Fund (as described in "Application of Special Revenues") and (2) at least 125% of the Pro Forma Annual Debt Service with respect to the Bond Year commencing during such calendar year reduced by an amount equal to the aggregate

amount held in any Series Capitalized Interest Account for disbursement during such Bond Year to pay interest on such Series of Bonds.

Such further documents and moneys as are required by the Supplemental Indenture provisions of the Master Indenture or by the Supplemental Indenture authorizing the issuance of such Bonds.

Certain Additional Conditions To Issuance Of Bonds.

In addition to the documents described above under "Issuance of Bonds", Bonds of any Series other than the Bonds shall be issued only following the receipt by the Trustee and the City of a certificate, executed by the Independent Airport Consultant, certifying that, in each Bond Year and calendar year, as the case may be, during the later of (i) the three-year period commencing after the calendar year in which the anticipated Completion Date for the Project or Additional Project to be financed or refinanced with the proceeds of such Series occurs and (ii) the five-year period commencing after the calendar year in which the date of issuance of such Series of Bonds occurs, the Special Revenues to be derived by the City under and pursuant to the International Terminal Use Agreements together with any cash balance held in the Special Revenue Fund on the first day of such Bond Year or calendar year not then required to be deposited in any Fund, or Account or sub-account thereof (other than the Special Revenue Fund) and investment earnings for such Bond Year or calendar year on moneys held in the Bond Fund and the Debt Service Reserve Fund to the extent that such earnings are not required hereby to be transferred to the Construction Fund, shall equal an amount not less than the greater of (a) the aggregate amounts that will be required pursuant to the Master Indenture to be deposited during such calendar year in the Bond Fund, Debt Service Reserve Fund, the Administrative Expense Fund and the Subordinated Bond Fund (as described in "Application of Special Revenues") and (b) at least 125% of the Pro Forma Annual Debt Service with respect to the Bond Year commencing during such calendar year reduced by an amount equal to the aggregate amount held in any Series Capitalized Interest Account for disbursement during such Bond Year to pay interest on such Series of Bonds. The requirements of the preceding sentence do not apply to (a) any Series of Bonds which is issued to pay costs of the Project or any Additional Project which together with all other costs of the Project or any Additional Project financed or refinanced with the proceeds of an Outstanding Series of Bonds shall not exceed 115% of the costs of the project or such Additional Project (excluding capitalized interest, Costs of Issuance and any amounts to be deposited in any Series Debt Service Reserve Fund) as assumed by the Independent Airport Consultant for the purposes of delivering the certification required above with respect to the initial Series of Bonds issued under the Master Indenture or the initial Series of Bonds issued to finance such Additional Project, as the case may be.

Construction Fund And Accounts.

The Construction Fund and such Accounts therein are created and designated in accordance with the provisions of the Master Indenture, as set forth below:

Construction Fund.

Series Costs of Issuance Accounts

Series Capitalized Interest Accounts

Series Construction Accounts

The designation of such Fund shall include the term "Chicago-O'Hare International Airport, International Terminal Special Revenue Bonds," which term shall precede the designation as set forth above. The designation of each Account in the Construction Fund shall include an appropriate Series designation.

Use Of Moneys Held In The Construction Fund.

The moneys on deposit in the Construction Fund and the Accounts therein shall be applied for the purposes and uses specified below:

(a) Series Costs of Issuance Accounts. Upon the issuance of a Series of Bonds, the Supplemental Indenture authorizing such Series of Bonds shall establish a Series Costs of Issuance Account within the Construction Fund applicable solely to such Series of Bonds, and the Trustee shall deposit proceeds from the issuance of such Bonds into such Account in the amount set forth in such Supplemental Indenture. Moneys held in a Series Costs of Issuance Account in the Construction Fund shall be disbursed to pay the Costs of Issuance related to the applicable Series of Bonds upon receipt by the Trustee of a requisition, signed by an Authorized City Representative, identifying generally the nature and amount of such Costs of Issuance. Any balance remaining in any Series Costs of Issuance Account in the Construction Fund twelve months after the date of delivery of the related Series of Bonds shall be transferred to the credit of the Series Construction Account relating to such Series of Bonds, whereupon such Series Costs of Issuance Account shall be closed.

(b) Series Capitalized Interest Accounts. Upon the issuance of a Series of Bonds, the Supplemental Indenture authorizing such Series of Bonds may, but shall not be required to, establish a Series Capitalized Interest Account in the Construction Fund and shall provide for the payment into such Series Capitalized Interest Account of the amount of the proceeds derived from the sale of such Series of Bonds, if any, which has been

designated by such Supplemental Indenture to be used for the purpose of paying interest, other than accrued interest, on such Series of Bonds or any other Series of Bonds prior to the Completion Date. Moneys in each Series Capitalized Interest Account shall be used, to the extent available, for the purpose of paying interest, other than accrued interest, on Bonds. At the time of each deposit into a Series Capitalized Interest Account, the City shall advise the Trustee in writing as to the Series of Bonds with respect to which such deposit is made and shall furnish the Trustee with a schedule of dates on which the moneys in such account are required to be transferred by the Trustee for deposit in the Series Interest Account in the Bond Fund.

(c) Series Construction Accounts. Upon the issuance of a Series of Bonds, the Supplemental Indenture authorizing such Series of Bonds shall establish a Series Construction Account within the Construction Fund applicable solely to such Series of Bonds, and the Trustee shall deposit proceeds from the issuance of such Bonds into such Account in the amount set forth in such Supplemental Indenture. Moneys held in a Series Construction Account in the Construction Fund shall be applied by the Trustee to pay the costs of the Project and/or any Additional Project as described under this heading and in the applicable Supplemental Indenture.

Costs Of The Project Or Costs Of Any Additional Project.

To the extent permitted by applicable law, for the purposes of the Master Indenture, the costs of the Project or any Additional Project shall include:

(a) Obligations incurred for labor and to contractors, builders, and materialmen in connection with the construction, installation and acquisition of the Project or such Additional Project, or any part thereof, and obligations incurred for the installation, acquisition, removal or relocation of machinery and equipment therefor;

(b) Payment to owners and others for real property including payments for options, easements or other contractual rights;

(c) All expenses incurred in the acquisition of real property, including all costs and expenses of whatever kind in connection with the exercise of the power of eminent domain, and including the cost of title search and reports, abstracts of title, title certificates and opinions, title guarantees, title insurance policies, appraisals, negotiations and surveys;

(d) The amount of any damages incident to or consequent upon the construction, installation and acquisition of the Project or such Additional Project;

(e) The cost of any indemnity, fidelity and surety bonds, the fees and expenses of the Fiduciaries during construction, installation and acquisition of the Project or such Additional Project, and premiums on insurance, if any, in connection with the Project or such Additional Project during construction, installation and acquisition, including builders' risk insurance;

(f) The cost of engineering and architectural services, including without limitation, borings and other preliminary investigations to determine foundation or other conditions, expenses necessary or incidental to the development of contract documents and supervising construction, as well as the performance of all other duties of engineers and architects set forth herein in relation to the construction, installation and acquisition of the Project or such Additional Project or the issuance of Bonds therefor;

(g) Any cost properly chargeable to the Project or such Additional Project prior to and during construction, installation and acquisition;

(h) The cost of restoring, repairing and placing in its original condition, as nearly as practicable, all public or private property damaged or destroyed in the construction of the Project or such Additional Project and the cost thereof, or the amount required to be paid by the City as adequate compensation for such damage or destruction, and all costs lawfully incurred or damages lawfully payable, with respect to the restoration, relocation, removal, reconstruction or duplication of property made necessary or caused by the construction and installation of the Project or such Additional Project and the cost thereof;

(i) Any obligation or expense incurred by the City for moneys advanced in connection with the construction, installation and acquisition of the Project or such Additional Project and the cost thereof, including, without limitation, refunding the Series 1989A Bonds; and

(j) All other items of cost and expenses, including Administrative Expenses not specified elsewhere under this subheading, incident to the construction, installation and acquisition of the Project or such Additional Project and the financing thereof.

Costs of the Project or any Additional Project shall not include costs of public art.

Disbursements From A Series Construction Account.

All disbursements from a Series Construction Account in the Construction Fund shall be made in accordance with requisitions delivered to the Trustee and signed by the Authorized City Representative in respect to each payment, setting forth the following:

- (i) The name of the person, firm or corporation to whom the payment is due;
- (ii) The respective amount to be paid;
- (iii) The purpose, by general classification, for which payment is to be made;
- (iv) That the obligations in stated amounts have been incurred by the City, and that each item thereof is a proper charge against such Series Construction Account in the

Construction Fund and is due and has not been included in any prior requisition which has been paid and is in compliance, except to the extent that the applicable Supplemental Indenture provides otherwise, with the the certificate as to expected use of proceeds delivered at closing of the applicable Series of Bonds, unless the City provides an opinion of Bond Counsel that payment of any item not in such certificate will not adversely affect the exclusion from gross income of the interest on such Series of Bonds for federal income tax purposes.

Upon receipt of any such requisitions, the Trustee shall pay each such obligation from the applicable Series Construction Account in the Construction Fund, and the Trustee shall make disbursements in accordance with the directions of the Authorized City Representative.

Completion Certificates.

Promptly after the applicable Completion Date for the Project or any Additional Project and the payment of all outstanding Project or Additional Project costs, the City shall deliver to the Trustee a certificate signed by an Authorized City Representative stating the date of such completion. Any balance then remaining in a Series Construction Account from Bonds issued to finance the Project or such Additional Project shall be transferred to the applicable Series Redemption Account in the Bond Fund established with respect to the Series of Bonds to which such remaining balance is attributable.

Permitted Construction Fund Account Transfers.

Subject to the provisions of any applicable Supplemental Indenture, moneys in any Account in the Construction Fund may be transferred or withdrawn as shall be specified by the City pursuant to the following paragraph under this subheading for any one or more of the following purposes: to (i) transfer from any Series Construction Account to the related Series Debt Service Reserve Account required to make up any deficiency therein; (ii) transfer from any Series Construction Account to the Special Revenue Fund; (iii) transfer from any Series Construction Account to another Series Construction Account or to any Series Capitalized Interest Account; (iv) transfer from any Series Capitalized Interest Account to any Series Construction Account; or (v) transfer from any Series Construction Account to any Series Redemption Account to redeem Bonds in accordance with the provisions of the Master Indenture or a Supplemental Indenture other than a transfer described above under "Completion Certificates".

Before any such transfer or withdrawal shall be made, the City shall file with the Trustee:

(i) its requisition therefor, stating the amount of the transfer or withdrawal and directing the Trustee as to the application of such amount;

(ii) a Counsel's Opinion stating that, in the opinion of the signer, such transfer or withdrawal will not constitute a breach or default on the part of the City of any of the covenants or agreements contained in the Master Indenture or any Supplemental Indenture; and

(iii) an opinion of Bond Counsel to the effect that such transfer or withdrawal will not adversely affect the exclusion from gross income of the interest on the Bonds for federal income tax purposes.

Investment Of Moneys Held In The Construction Fund.

Any moneys held as a part of the Construction Fund shall be invested and reinvested by the Trustee in Investment Securities pursuant to instructions of an Authorized City Representative. All such instructions delivered by the Authorized City Representative to the Trustee shall be in accordance with all restrictions contained in any applicable Supplemental Indenture. Any such investments shall be deemed at all times a part of the specific Account in the Construction Fund for which such investments were made. Any interest accruing on or profit realized from the investment of any moneys held as part of the Construction Fund shall be credited or charged to the specific Account in the Construction Fund in which such investment is held.

The Trustee shall sell and reduce to cash a sufficient amount of such investments of moneys in the Construction Fund whenever the cash balance in such Fund is insufficient to pay amounts then due from the Construction Fund.

Other Funds And Accounts.

In addition to the Construction Fund and the Accounts therein, the following other Funds and Accounts are created and designated in accordance with the provisions of the Master Indenture, as set forth below:

Special Revenue Fund

Bond Fund

Series Principal Accounts

Series Interest Accounts

Series Credit Facility Accounts

Series Redemption Accounts

Debt Service Reserve Fund

Series Debt Service Reserve Accounts

Administrative Expense Fund

Rebate Fund

Subordinated Bond Fund

Series Subordinated Bond Accounts

The designation of each such Fund set forth above shall include the term "Chicago-O'Hare International Airport, International Terminal Special Revenue Bonds," which term shall precede the designations as set forth above. The designation of each Account in such Funds shall include an appropriate Series designation.

Application Of Special Revenues.

All Special Revenues shall be collected by the City and promptly deposited with the Trustee to the credit of the Special Revenue Fund.

The moneys in the Special Revenue Fund shall be disbursed and applied by the Trustee as required to make the deposits on the dates and in the amounts provided below:

(a) First. On the twentieth day of each calendar month, there shall first be credited to the Series Interest Account in the Bond Fund established for a Series of Bonds pursuant to a Supplemental Indenture, amounts sufficient to pay one-sixth of the interest due on Bonds of such Series on the next succeeding interest Payment Date if such Series bears interest at a Fixed Rate, or an amount specified in the applicable Supplemental Indenture if such Series bears interest at a Variable Rate, as applicable (net of any amount on deposit in such Series Interest Account).

(b) Second. On the twentieth day of each calendar month, there shall next be credited to the Series Principal Account in the Bond Fund established for a Series of Bonds pursuant to a Supplemental Indenture, amounts sufficient to pay one-twelfth of the principal amount of the Bonds of such Series coming due on the next succeeding principal Payment Date.

(c) Third. On the twentieth day of each calendar month, there shall next be credited to any Series Debt Service Reserve Account in the Debt Service Reserve Fund established for a Series of Bonds pursuant to a Supplemental Indenture any amount necessary to maintain in such Account an amount equal to the Series Debt Service Reserve Fund Requirement; provided, however, if a deficiency in any Series Debt Service Reserve Account results from a withdrawal to pay principal of or interest on the Bonds of any applicable Series, the deficiency may be restored by equal monthly payments over a period of twelve months.

(d) Fourth. On the twentieth day of each calendar month, there shall next be credited to the Administrative Expense Fund an amount sufficient to pay the Administrative Expense Requirement less any amounts remaining in the Administrative Expense Fund.

(e) Fifth. On the twentieth day of each calendar month, and only after the Funds and Accounts provided in subparagraphs (a), (b), (c) and (d) above have been funded in full, there shall next be credited to the Subordinated Bond Fund the amounts of any such deposits as shall be required in any applicable Subordinated Bond Indenture.

In determining the amounts of any moneys required to be disbursed from the Special Revenue Fund and deposited in the Funds and Accounts, any such amounts required to be so disbursed and deposited shall be reduced by any amounts representing investment earnings received during the immediately preceding calendar month on amounts already on deposit in the respective Fund or Account to which such amounts are required to be deposited.

In the event there are insufficient moneys in the Special Revenue Fund to make any of the deposits described above, such deposits shall be made in the priorities described above promptly after moneys become available.

If no Bonds are Outstanding under the Master Indenture and any Supplemental Indenture, the moneys in the Special Revenue Fund may be applied by the Trustee as directed by the City to any lawful purpose, free and clear of the lien created by the Master Indenture and any Supplemental Indenture, provided that the Trustee receives an opinion of Bond Counsel that such application will not adversely affect the exclusion from gross income of the interest on Bonds for federal income tax purposes.

Use Of Moneys Held In Other Funds.

The moneys on deposit in the Funds, except the Construction Fund, the Special Revenue Fund and the Rebate Fund, shall be applied for the purposes and uses specified below:

(a) Series Interest and Series Principal Accounts. Upon the issuance of a Series of Bonds, the Supplemental Indenture authorizing such Series of Bonds shall establish a Series Principal Account and a Series Interest Account within the Bond Fund. The

moneys in the Series Interest Account shall be used only for the payment of the interest on the Bonds of such Series. The moneys in the Series Principal Account shall be used only for the payment of Principal Installments on the Bonds of such Series. The Trustee shall transfer to the Paying Agent or Paying Agents, as applicable, the moneys necessary to pay all such interest and Principal Installments becoming due on each Payment Date prior to such Payment Date and the Paying Agent or Paying Agents, as applicable, shall apply such amounts to the payment of such interest and Principal Installments on the due dates thereof. Amounts accumulated in any Series Principal Account or other amounts delivered to the Trustee for such purpose may, and if so directed by the City shall, be applied by the Trustee, on or prior to the 45th day preceding the Payment Date of a Sinking Fund Payment, to the purchase of Bonds of the Series and maturity for which such Sinking Fund Payment is to be made in an amount not exceeding that necessary to complete the retirement of the Bonds to be redeemed by such Sinking Fund Payment on such Payment Date. The purchase price paid by the Trustee (excluding accrued interest but including any brokerage and other charges) for any Bond so purchased shall not exceed the Redemption Price of such Bond applicable upon its redemption on such Payment Date. The Trustee shall also provide for the payment out of the applicable Series Interest Account of the amount of accrued interest payable on any Bond purchased or redeemed from moneys in the applicable Series Principal Account.

(b) Series Credit Facility Accounts. Upon the issuance of a Series of Bonds secured by a Credit Facility, the Supplemental Indenture authorizing such Series of Bonds shall establish a Series Credit Facility Account within the Bond Fund. Any moneys deposited with the Trustee into such Series Credit Facility Account by the Credit Provider pursuant to payment under such Credit Facility shall be used to pay principal of, interest and premium, if any, on such Series of Bonds. Any Series Credit Facility Account shall be held, administered and invested by the Trustee in accordance with the terms of any applicable Credit Facility and any applicable Supplemental Indenture.

(c) Series Redemption Accounts. Upon the issuance of a Series of Bonds, the Supplemental Indenture authorizing such Series of Bonds shall establish a Series Redemption Account within the Bond Fund. The Trustee shall, at the direction of the City, apply all moneys deposited to the credit of any Series Redemption Account to the redemption of Bonds issued under the provisions of the Master Indenture and any Supplemental Indenture. The Trustee shall call for redemption on the earliest practicable date on which Bonds are subject to redemption from moneys in the Series Redemption Account, and, with respect to accrued interest on such Bonds payable upon redemption, the Series Interest Account, such amount (computed on the basis of Redemption Prices) of Bonds as will exhaust the moneys held for the credit of such Series Redemption Account as nearly as may be practicable.

Any redemption of Bonds shall be made pursuant to the redemption provisions of the Master Indenture and the applicable Supplemental Indenture. Prior to calling Bonds or portions of Bonds for redemption, the Trustee shall set aside in the Series Interest Account and the Series Redemption Account the respective amounts required for paying the interest on and the Redemption Price of the Bonds or portions of Bonds so called for redemption. Upon the retirement of any Bonds by redemption described above, the Trustee shall file with the City a statement briefly describing such Bonds and setting

forth the date of their redemption, the Redemption Price of such Bonds and the amount paid as interest thereon. The expenses in connection with the purchase or redemption of any such Bonds shall be paid by the Trustee from the Administrative Expense Fund or from any other moneys available therefor.

(d) Series Debt Service Reserve Accounts. Upon the issuance of a Series of Bonds to finance the Project, the Supplemental Indenture authorizing such Series of Bonds shall establish a Series Debt Service Reserve Account within the Debt Service Reserve Fund applicable solely to such Series of Bonds, and the Trustee shall deposit proceeds from the issuance of such Bonds into such Account in the amount set forth in such Supplemental Indenture. Upon the issuance of any Series of Bonds to finance any Additional Projects, the Supplemental Indenture authorizing such Series of Bonds may, but shall not be required to establish a Series Debt Service Reserve Account within the Debt Service Reserve Fund applicable solely to such Series of Bonds, and the Trustee shall deposit proceeds from the issuance of such Bonds into such Account in the amount set forth in such Supplemental Indenture authorizing the issuance thereof.

Any moneys held in a Series Debt Service Reserve Account in the Debt Service Reserve Fund shall be transferred by the Trustee to the Series Interest Account or Series Principal Account in the Bond Fund in that order, to the extent that amounts on deposit in such Accounts are insufficient to pay the interest or the principal or Redemption Price payable on the Bonds of such Series as the same shall become due.

To the extent required to maintain the Series Debt Service Reserve Fund Requirement, investment earnings received on the investments in the Series Debt Service Reserve Account shall be retained in such Account. Prior to the Completion Date, any moneys held for the credit of any Series Debt Service Reserve Account as of any interest Payment Date in excess of such Series Debt Service Reserve Fund Requirement (including any excess derived from investment earnings) shall, upon direction of the City, be transferred to the Series Capitalized Interest Account or Series Construction Account relating to such Series of Bonds. On and after the Completion Date such excess moneys shall be transferred to the applicable Series Interest Account, Series Principal Account or Series Redemption Account of the Bond Fund relating to the Series of Bonds to which such excess moneys are properly allocable.

In lieu of establishing, maintaining and depositing moneys in a Series Debt Service Reserve Account as described above, the City may deposit with the Trustee an irrevocable letter of credit or an irrevocable surety bond policy issued by a bank or bond insurance company, as applicable, with a credit rating in one of the three highest rating categories of a Rating Agency, subject, however to the prior written approval of the Trustee as to the provider and terms of such letter of credit or surety bond policy, which approval shall not be unreasonably withheld and provided that the terms or provider of such letter of credit or surety bond policy shall not adversely affect the rating of the Bonds. Any such letter of credit or surety bond policy shall (i) permit the Trustee to draw amounts thereunder for deposit in such Series Debt Service Reserve Account which, together with any moneys on deposit in, or letter of credit or surety bond policy available to fund, such Series Debt Service Reserve Account, are not less than the Series Debt Service Reserve Fund Requirement and which may be applied to any purpose for which moneys in such Series Debt Service Reserve Account may be applied, (ii) have a

term of at least five years, (iii) be replaced by a substitute irrevocable letter of credit or irrevocable surety bond policy meeting these requirements or to be drawn upon to fund such Series Debt Service Reserve Account in an amount equal to the Series Debt Service Reserve Fund Requirement prior to the termination of such substituted letter of credit or surety bond policy, and (iv) be replaced by a substitute irrevocable letter of credit or surety bond policy meeting these requirements within 12 months after the date on which the credit rating of the issuer of such letter of credit or surety bond policy is no longer in one of the three highest rating categories of a Rating Agency. The Trustee shall make a drawing on such letter of credit or surety bond policy (a) whenever moneys are required for the purposes for which moneys in such Series Debt Service Reserve Account may be applied, and (b) prior to any expiration or termination thereof; provided, that no such drawing need be made if (i) other moneys and/or a letter of credit or surety bond policy meeting these requirements are available in such Series Debt Service Reserve Account in the amount of the Series Debt Service Reserve Fund Requirement, or (ii) moneys are no longer required to be held on deposit in such Series Debt Service Reserve Account.

If the City elects to deposit a letter of credit or a surety bond policy in a Series Debt Service Reserve Account in lieu of the moneys on deposit therein, the Trustee shall transfer such moneys in excess of the Series Debt Service Fund Requirement in the manner set forth above, or as otherwise instructed by the City upon delivery to the Trustee of an opinion of Bond Counsel to the effect that such transfer will not adversely affect the exclusion from gross income of the interest on the Bonds for federal income tax purposes.

(e) Administrative Expense Fund. Moneys held for the credit of the Administrative Expense Fund shall be applied by the Trustee to pay Administrative Expenses. Moneys held for the credit of the Administrative Expense Fund in excess of the Administrative Expense Requirement shall, upon the direction of the City, be transferred to the Special Revenue Fund and thereafter treated as Special Revenues.

(f) Series Rebate Accounts. Upon the issuance of a Series of Bonds, to the extent required by the Code in an opinion of Bond Counsel, the Supplemental Indenture authorizing such Series of Bonds shall establish a Series Rebate Account in the Rebate Fund. Such Account shall be administered in accordance with such Supplemental Indenture and any Tax Agreement related thereto.

(g) Series Subordinated Bond Accounts. Upon the issuance of a Series of Subordinated Bonds pursuant to a Subordinated Bond Indenture authorizing the issuance of Subordinated Bonds, such Subordinated Bond Indenture may, but shall not be required to, establish such Series Subordinated Bond Accounts within the Subordinated Bond Fund, as may be required therein. Any moneys deposited in the Subordinated Bond Fund shall be held by the City, the appropriate trustees or paying agents under such Subordinated Bond Indenture for the purpose of holding, investing and paying such amounts as may be required by any such Subordinated Bond Indenture.

Security For Deposits; Investment Of Moneys Held In Other Funds.

All moneys required to be deposited with or paid to the Trustee for deposit into the Funds and Accounts shall be held by the Trustee in trust, and such moneys (other than moneys held in the Subordinated Bond Fund, the Rebate Fund and the Administrative Expense Fund, while so held) constitute part of the Trust Estate and are subject to the lien of the Master Indenture for the benefit of the Bondholders.

Any moneys held as part of the Special Revenue Fund, the Bond Fund, the Construction Fund, the Administrative Expense Fund or the Debt Service Reserve Fund shall be invested and reinvested by the Trustee in Investment Securities pursuant to the instructions of an Authorized City Representative. All such instructions delivered by the Authorized City Representative to the Trustee shall be in accordance with all restrictions contained in any applicable Supplemental Indenture. Any monies in the Series Principal Accounts and the Series Interest Accounts shall be invested in Investment Securities maturing no later than the respective Payment Date next following such investment. Any such investments shall be deemed at all times a part of the Fund or Account for which they were made. Any interest accruing on or profit realized from the investment of any moneys held as part of the Bond Fund shall be credited or charged to the specific Account of the Bond Fund in which such investment is held. Any interest accruing on or profit realized from the investment of any moneys held as part of the Special Revenue Fund shall be credited or charged to the Special Revenue Fund. To the extent permitted under Section 504(e) of the Master Indenture, any interest accruing on or profit realized from the investment of any moneys held as part of the Administrative Expense Fund shall be credited or charged to the Special Revenue Fund. Prior to the applicable Completion Date, provided the Series Debt Service Reserve Fund Requirement shall be maintained, any interest accruing on or profit realized from the investment of any moneys held as part of the Debt Service Reserve Fund, upon the direction of the City, shall be credited or charged to the Series Capitalized Interest Account or Series Construction Account relating to the Series of Bonds of which the proceeds are so invested. On and after the applicable Completion Date, such interest or profit shall be credited in the manner described above in "Use of Moneys Held in Other Funds". The Series Rebate Accounts within the Rebate Fund shall be invested in accordance with the provisions of the applicable Supplemental Indenture and Tax Agreement.

The Trustee shall sell and reduce to cash a sufficient amount of such investments of the Special Revenue Fund, the Construction Fund, the Administrative Expense Fund, the Bond Fund or the Debt Service Reserve Fund whenever the cash balance in such Fund is insufficient to pay amounts then due from such Fund.

The foregoing notwithstanding, (a) the Rebate Fund shall not be considered part of the Trust Estate, and (b) the Trustee shall be permitted to transfer moneys on deposit in any of the Funds, other than the Construction Fund, to the Rebate Fund in accordance with the provisions of the applicable Tax Agreement.

Equality Of Bonds And Security.

All Bonds, regardless of Series, date of issuance and date of sale, shall be secured by the pledge contained in the Master Indenture; and the security so pledged shall not be used for any other purpose except as expressly permitted by the terms of the Master Indenture or a Supplemental Indenture, so long as any Bonds remain Outstanding and unpaid.

All Bonds authorized under the Master Indenture shall be on a parity and rank equally without preference, priority or distinction over any other thereof with respect to the pledge contained in the Master Indenture, regardless of the time or times of their issue, and the provisions, covenants and agreements set forth herein to be performed by and on behalf of the City shall be for the equal benefit, protection and security of the holders of any and all Bonds of each Series.

Rate Covenant.

(a) The City covenants and agrees to establish and assess rentals, fees and charges under the International Terminal Use Agreements which will produce Special Revenues in each calendar year in which Bonds are Outstanding that, together with any cash balance held in the Special Revenue Fund on the first day of such calendar year not then required to be deposited in any Fund (or Account or sub-account thereof) other than the Special Revenue Fund and investment earnings for such Bond Year or calendar year on moneys held in the Bond Fund and the Debt Service Reserve Fund to the extent that such earnings are not required hereby to be transferred to the Construction Fund, shall equal an amount not less than the greater of (i) the aggregate amounts required pursuant to the Master Indenture to be deposited during such calendar year in the Bond Fund, the Debt Service Reserve Fund, the Administrative Expense Fund and the Subordinated Bond Fund (as described in "Application of Special Revenues") and (ii) 125% of the Annual Debt Service with respect to the Bond Year commencing during such calendar year reduced by an amount equal to the aggregate amounts held in any Series Capitalized Interest Account for disbursement during such Bond Year to pay interest on such Series of Bonds.

(b) If, during any calendar year, Special Revenues are estimated to produce less than the amount required under (a) above, the City shall revise pursuant to the International Terminal Use Agreements its rentals, fees and charges thereunder, or alter its methods of operation or take other action in such manner as is necessary to produce the amount so required in such calendar year.

(c) Within 60 days after the end of each calendar year, the City shall furnish to the Trustee a calculation of the coverage as required under (a) above certified by an Executive Officer.

(d) If the certificate specified in paragraph (c) above, for any calendar year indicates that the City has not satisfied its obligations under (a) above, then as soon as practicable (and in any event no later than 60 days) after the receipt by the Trustee of such certificate, the City shall employ an Independent Airport Consultant to review and analyze the financial status

and the administration and operations of the Project and any Additional Projects, to inspect the properties constituting the Project and any Additional Projects and to submit to the City, within 60 days after employment of the Independent Airport Consultant, a written report on the same, including the action which the Independent Airport Consultant recommends should be taken by the City with respect to the revision of its rentals, fees, and charges under the International Terminal Use Agreements, alteration of its methods of operation or the taking of other action that is projected to result in producing the amount so required in the following twelve-month period or, if less, the maximum amount deemed feasible by the Independent Airport Consultant. Promptly upon its receipt of the recommendations the City shall, after giving due consideration to the recommendations, revise pursuant to the International Terminal Use Agreements its rentals, fees, and charges thereunder or alter its methods of operation, which revisions or alterations need not comply with the Independent Airport Consultant's recommendations so long as any revisions or alterations are projected by the City to result in compliance with the rate covenant. The City shall transmit copies of the Independent Airport Consultant's recommendations to the Trustee and each Bondholder who has requested the same.

Covenant Against Pledge Of Special Revenues.

The City shall not issue any bonds, notes, or other evidences of indebtedness secured by all or any portion of the Trust Estate, other than the Bonds, and shall not create or cause to be created any lien or charge on Special Revenues, or any other amounts pledged for the benefit of holders of Bonds under the Master Indenture; provided, however, that neither this covenant nor any other provision of the Master Indenture shall prevent the City from (a) issuing bonds, notes or other evidences of indebtedness payable out of, or secured by a pledge of, Special Revenues to be derived on and after such date as the pledge contained in Section 204 of the Master Indenture shall be discharged and satisfied as provided in Article XI of the Master Indenture (as described in "Discharge of Indentures") or (b) from issuing bonds, notes or other evidences of indebtedness (including bonds, notes or other evidences of indebtedness evidencing loans made by the City to the Airport) which are payable out of, or secured by, the pledge of amounts which may be withdrawn from the Subordinated Bond Fund.

Prompt Acquisition And Construction.

The City covenants that upon the receipt of the proceeds of any Series issued to pay the cost of the Project or any Additional Project, the City shall with reasonable dispatch proceed with the construction, installation and acquisition of the Project or such Additional Project and that it shall expeditiously complete such construction, installation and acquisition, in a good workmanlike manner, substantially in accordance with the plans and specifications therefor and in conformity with law and all requirements of all governmental agencies having jurisdiction thereover. The City shall cause all materials and equipment incorporated in the Project or any Additional Project to be of good quality, free and clear from any material faults or defects.

The City covenants that no payment shall be made from the Construction Fund for labor or materials or to the contractors, builders or materialmen, on account of the construction, acquisition and installation of the Project or any Additional Project, or any part thereof, unless such portion is located on lands which are owned by the City in fee simple or over which the City shall have acquired sufficient leases, easements or control for the purposes of the Project or such Additional Project.

Tax Covenants.

The City covenants not to take any action, or omit to take any action which is lawful and within its power to take, and which, if taken or omitted, would cause interest on the Bonds to become includable in the gross income of the holders of the Bonds for federal income tax purposes, other than a holder who is a "substantial user" or "related person" within the meaning of such terms as defined in the Code.

The City further covenants that it will not take any action or omit to take any action with respect to the investment of the proceeds of any Series of Bonds or with respect to Special Revenues (including the payments derived under the International Terminal Use Agreements) which would result in causing Bonds of any Series to constitute "arbitrage bonds" within the meaning of such term as defined in the Code.

In furtherance of the tax covenants the City will, if deemed necessary by Bond Counsel, execute a Tax Agreement containing such representations and covenants or will make any such specific representations or covenants in the Supplemental Indenture pursuant to which any Series of Bonds are issued as deemed necessary in the opinion of Bond Counsel to insure that the City complies with the Tax Covenants.

The International Terminal Use Agreements.

The City covenants that it shall operate and maintain the Airport in a manner which shall entitle it at all times to charge and collect rentals, fees and charges under the International Terminal Use Agreements sufficient to meet the rate covenant and shall take all reasonable measures permitted by law to enforce prompt payment to it of such fees, charges and rentals.

The City further covenants that it shall not rescind, terminate, amend or modify the International Terminal Use Agreements if such rescission, termination, amendment or modification would in any manner materially and adversely affect the rights or security of the holders of the Bonds. In furtherance of such covenant the City agrees that while any Bonds are Outstanding, the City shall not (i) other than non-renewal of month to month agreements, rescind or terminate any International Terminal Use Agreement unless an "Event of Default" has occurred thereunder and is continuing; (ii) amend any International Terminal Use Agreement to modify the obligation of the other party thereto with respect to the payment of the rentals, fees and charges thereunder related to the deposit requirements specified in the Master Indenture, or (iii) amend any such International

Terminal Use Agreement in any manner which would adversely affect the City's ability to satisfy the covenants of the City.

The City covenants that it shall file with the Trustee true and complete copies of each International Terminal Use Agreement and each amendment or supplement to any International Terminal Use Agreement.

Annual Audit.

The City covenants that it will within six months after the close of each fiscal year, or as soon thereafter as practicable, furnish the Trustee with a copy of an annual audit report, prepared in accordance with generally accepted accounting principles and certified by an Independent Accountant, covering the operation of the Airport for such fiscal year. Such audit shall contain a calculation based on actual data enabling such Independent Accountant to certify that the rate covenant has been satisfied with respect to such fiscal year. The City covenants that it shall cause a copy of such audit to be mailed, postage prepaid, to the holders of any Bonds requesting copies thereof. Such audit shall be available for inspection at reasonable times by the holders of the Bonds at the office of the City Comptroller.

Permitted Credit Facility Covenants.

In the event that the City issues a Series of Bonds under the Master Indenture and under a Supplemental Indenture secured by a Credit Facility, the City may make reasonable covenants and agreements with the Credit Provider including, but not limited to, covenants and agreements related to the following:

- (a) The amount of the Series Debt Service Reserve Requirement and the rate of funding or reimbursement, which shall not be less than the requirements provided herein;
- (b) The use of cash or available investments on deposit in the Series Debt Service Reserve Account to pay debt service before or after payments pursuant to the Credit Facility;
- (c) The application and priority of amounts deposited to the credit of the Bond Fund after payments pursuant to the Credit Facility to reimburse the Credit Provider;
- (d) Reasonable advance notice of the need for provision of funds under the Credit Facility;
- (e) The status of the Credit Provider as a third party beneficiary of the rights granted under the Master Indenture and its ability to enforce the provisions of the Master Indenture to the extent such rights may in fact benefit the Credit Provider;

(f) The amendment of the substantive provisions of the Master Indenture as subject to the consent of the Credit Provider, but on the condition that such consent not be unreasonably withheld; and

(g) Limitations on the exercise of the rights of optional redemption with respect to such Series of Bonds.

Management, Operation And Maintenance Of Airport.

The City shall not take, or allow any person to take, any action which would cause the Administrator of the Federal Aviation Administration, Department of Transportation, or any successor to the powers and authority of such Administrator, to suspend or revoke the Airport's operating certificates issued under the Federal Aviation Act of 1958, or any successor statute. The City shall comply with all valid acts, including the Acts, rules, regulations, orders and directives of any governmental, legislative, executive, administrative or judicial body applicable to the Airport, unless the same shall be contested in good faith, all to the end that the Airport, including without limitation, the Project, shall remain in operation at all times.

The City shall make such repairs to the Airport, including, without limitation, repairs to the Project or any Additional Project, as shall be necessary or appropriate in the prudent management thereof at all times. The City shall operate and maintain the Airport, including, without limitation, the Project or any Additional Project, in a manner which will entitle it at all times to charge and collect Special Revenue Bond Fees and Charges in accordance with the International Terminal Use Agreements or as otherwise permitted by law, and shall take all reasonable measures permitted by law to enforce prompt payment to it of such Special Revenue Bond Fees and Charges when and as due. The City shall, from time to time, duly pay and discharge, or cause to be paid and discharged, any taxes, assessments or other governmental charges lawfully imposed upon the Airport or upon any part thereof, including, without limitation, the Project, any Additional Project, or upon the revenues from the operation thereof, when the same shall become due, as well as any lawful revenues from the operation thereof, when the same shall become due, as well as any lawful claim from labor, materials, or supplies which, if unpaid, might by law become a lien or charge upon the Airport, including, without limitation, the Project, any Additional Project, or such revenues, or which might impair the security of any Series of Bonds.

Default And Remedies.

An "Event of Default" is the occurrence of any of the following:

(a) A failure to pay principal of, or premium, if any, and interest on any Bond when due, at maturity or upon redemption or otherwise;

(b) A failure to fulfill the rate covenant and the procedures described in "Rate Covenant"; or

(c) A failure by the City to perform any of its agreements in the Master Indenture, a Supplemental Indenture or the Bonds (except a failure that results in an Event of Default under clause (a) or (b) above), the performance of which is material to the Bondholders, and the failure continues after notice to the City of such failure, specifying the failure, requiring that the same be remedied and stating that such notice is a "Notice of Default" under the Master Indenture, by registered or certified mail shall have been given by the Trustee or by the holders of not less than 25% in principal amount of the Outstanding Bonds, and the City shall have had forty-five (45) days after receipt of such notice (or such longer period as the Trustee or such Bondholders, as applicable, shall have agreed to in writing prior to the expiration of such period) to correct said failure or cause said failure to be corrected, and shall not have corrected said failure or caused said failure to be corrected within the applicable period.

Upon the happening and continuance of any Event of Default, the Trustee shall proceed, and upon the written request of the holders of not less than 25% in principal amount of the Outstanding Bonds, or in the case of an Event of Default under (b) above not less than 10% in principal amount of the Outstanding Bonds, shall proceed, in its own name, subject to the provisions described below, to protect and enforce its rights and the rights of the Bondholders by such of the following remedies as the Trustee, being advised by Counsel, shall deem most effectual to protect and enforce such rights:

(a) By mandamus or other suit, action or proceeding at law or in equity, to enforce all rights of the Bondholders, including the right to require the City to charge and receive rentals, fees and charges adequate to carry out the covenants and agreements as to such rentals, fees and charges under the International Terminal Use Agreements and the pledge contained in Section 204 of the Master Indenture and to require the City to carry out any other covenant or agreement with Bondholders and to perform its duties under the Master Indenture;

(b) By bringing suit upon the Bonds;

(c) By action or suit in equity, require the City to account as if it were the trustee of an express trust for the Bondholders; or

(d) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders.

In the enforcement of any rights and remedies under the Master 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 from the City but only out of moneys pledged as security for the Bonds for principal, Redemption Price, interest or otherwise, under any provision of the Master Indenture or of the Bonds, and unpaid, with interest on overdue payments at the rate or rates of interest specified in such Bonds,

together with any and all costs and expenses of collection and of all proceedings under the Master Indenture and under such Bonds, without prejudice to any other right or remedy of the Trustee or of the Bondholders, and to recover and enforce a judgment or decree against the City for any portion of such amounts remaining unpaid, with interest, costs and expenses, and to collect from any moneys available under the Master Indenture for such purpose, in any manner provided by law, the moneys adjudged or decreed to be payable.

In any suit for the enforcement of any right or remedy under the Master Indenture or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit other than the Trustee, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This paragraph does not apply to a suit by the Trustee or a suit by holders of more than 10% in principal amount of the Bonds then Outstanding.

All rights of action under the Master 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 thereof on the trial or other proceeding relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the benefit of all the holders of such Bonds, subject to the provisions of the Master Indenture.

No remedy herein conferred upon or reserved to the Trustee or to the Bondholders by the Master Indenture 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 the Master Indenture or now or hereafter existing at law or in equity or by statute.

Waiver And Control By Majority.

The holders of a majority in principal amount of the Bonds then outstanding together, by notice to the Trustee may waive an existing Event of Default and its consequences. No such waiver shall extend to any subsequent or other Event of Default or impair any right consequent to it.

The holders of a majority in principal amount of the Bonds then outstanding may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on it. However, the Trustee may refuse to follow any direction that conflicts with law or the Master Indenture or, subject to the rights and duties of the Trustee set forth in the Master Indenture, that the Trustee determines is unduly prejudicial to the rights of other Bondholders, or would involve the Trustee in personal liability.

Restrictions On Actions By Individual Bondholders.

A Bondholder may not pursue any remedy with respect to the Master Indenture or the Bonds, unless (a) the holder gives the Trustee notice stating that an Event of Default is continuing; (b) the holders of at least 25% in principal amount of the Bonds then Outstanding make a written request to the Trustee to pursue the remedy; (c) such holder or holders offer to the Trustee indemnity reasonably satisfactory to the Trustee against any loss, liability or expense; and (d) the Trustee does not comply with the request within 60 days after receipt of the request and the offer of indemnity.

A Bondholder may not use the Master Indenture to prejudice the rights of another Bondholder or to obtain a preference or priority over any other Bondholders.

Notwithstanding any other provision of the Master Indenture, the right of any holder to receive payment of principal of and interest on a Bond, on or after the due dates expressed in the Bond, or to bring suit for the enforcement of any such payment on or after such dates, shall not be impaired or affected without the consent of the holder.

Application Of Moneys After An Event Of Default.

If the Trustee collects any money pursuant to the default and remedy provisions of the Master Indenture described above under "Default and Remedies", it shall pay out the money in the following order:

First: To the Trustee for amounts to which it is entitled under the Master Indenture.

Second: To Bondholders for amounts due and unpaid on the Bonds for principal and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on the Bonds for principal and interest, respectively.

The Trustee may fix a Payment Date for any payment to the Bondholders.

Compensation And Indemnity Of Trustee.

For acting under the Master Indenture, the Trustee shall be entitled to payment of reasonable fees for its services and reimbursement of advances, Counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with its services under the Master Indenture.

To secure the payment or reimbursement to the Trustee provided for in the Master Indenture, the Trustee shall have a senior claim, to which the Bonds are made subordinate, on all money or property held or collected by the Trustee, except that held in the Rebate

Fund and under Article XI of the Master Indenture (as described in "Discharge of the Indentures") or otherwise held in trust to pay principal of and interest on particular Bonds.

Resignation Or Removal Of Trustee.

The Trustee may resign upon 30 days prior written notice to the City. The holders of a majority in principal amount of the Bonds then outstanding may remove the Trustee by notifying the removed Trustee and may appoint a successor Trustee with the City's consent. The City may at any time remove the Trustee by a written instrument signed by an Executive Officer. If the Trustee fails to comply, any Bondholder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

The resignation or removal of the Trustee shall not take effect until a successor Trustee shall have been appointed and shall have accepted the responsibility of acting as Trustee under the Master Indenture.

Appointment Of Successor Trustee.

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the City shall promptly appoint a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the City. Immediately thereafter, the retiring Trustee shall transfer all property held by it as Trustee to the successor Trustee, the resignation or removal of the retiring Trustee shall then (but only then) become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under the Master Indenture.

If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee, the City or the holders of a majority in principal amount of the Bonds then Outstanding may petition any court of competent jurisdiction for the appointment of a successor Trustee.

Paying Agents, Remarketing Agents And Tender Agents.

The City may appoint one or more Paying Agents for the Bonds of any Series in the Supplemental Indenture authorizing such Bonds or shall appoint such Paying Agent or Paying Agents by ordinance or resolution of the City Council adopted prior to the authentication and delivery of such Bonds, and may at any time or from time to time appoint one or more other Paying Agents. The Trustee may be appointed and may act as a Paying Agent.

In the Supplemental Indenture pursuant to which a Series of Bonds is issued, the City may appoint a Remarketing Agent with respect to such Series of Bonds the terms of which provide for the remarketing thereof.

In the Supplemental Indenture pursuant to which a Series of Bonds is issued, the City may appoint a Tender Agent with respect to such Series of Bonds to provide for the purchase of the Bonds.

Successor Trustee Or Paying Agent By Merger.

If the Trustee or the Paying Agent consolidates with, merges or converts into, or transfers all or substantially all its assets (or, in the case of a bank or trust company, its corporate trust assets) to another corporation, the resulting, surviving or transferee corporation without any further act shall be the successor Trustee or Paying Agent.

Supplemental Indentures.

The City and the Trustee may amend or supplement the Master Indenture or the Bonds without notice to or consent of any Bondholder:

(a) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision;

(b) to grant to the Trustee for the benefit of the Bondholders additional rights, remedies, powers or authority;

(c) to subject to the Master Indenture additional collateral or to add other agreements or covenants of the City;

(d) to modify the Master Indenture or the Bonds to permit qualification under the Trust Indenture Act of 1939, as amended, or any similar federal statute at the time in effect or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States;

(e) to facilitate the use of the book entry system (or any successor depository);

(f) to evidence the succession of a new Trustee or the appointment by the Trustee;

(g) to make any change that does not materially adversely affect the rights of any Bondholder;

(h) to close the Master Indenture against, or provide limitations and restrictions in addition to the limitations and restrictions contained in the Master Indenture on the authentication and delivery of Bonds or the issuance of other evidences of indebtedness;

(i) to authorize a Series and, in connection therewith, specify and determine the matters and things described in "Issuance of Bonds" or "Issuance of Refunding Bonds", as the case may be, and also any other matters and things relative to such Bonds which are not contrary to or inconsistent with the Master Indenture as therefore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first authentication and delivery of such Bonds;

(j) to confirm, as further assurance, the pledge under Section 204 of, and the subjection to any lien, claim or pledge created or to be created by, the Master Indenture;

(k) to facilitate the issuance of Bonds of any applicable Series to bear interest at the Variable Rate;

(l) to implement the credit facility covenants of the City and otherwise to facilitate the use of any Credit Facility; and

(m) to modify any of the provisions of the Master Indenture in any respect whatever, provided that (i) such modification shall be, and be expressed to be, effective only after all Bonds Outstanding at the date of the adoption of such Supplemental Indenture shall cease to be Outstanding, and (ii) such Supplemental Indenture shall be specifically referred to in the text of all Bonds of any Series authenticated and delivered after the date of the adoption of such Supplemental Indenture and of Bonds issued in exchange therefor or in place thereof.

If an amendment of or supplement to the Master Indenture or the Bonds without any consent of Bondholders is not permitted by the preceding, the City and the Trustee may enter into such amendment or supplement without notice to any Bondholders but with the consent of the holders of at least a majority in principal amount of the Bonds then Outstanding. However, without the consent of each Bondholder affected, no amendment or supplement may (a) extend the maturity of the principal of, or interest on, any Bond; (b) reduce the principal amount of, or rate of interest on, any Bond; (c) effect a privilege or priority of any Bond or Bonds over any other Bond or Bonds; (d) reduce the percentage of the principal amount of the Bonds required for consent to such amendment or supplement; (e) impair the excludibility of interest from the gross income of the owners thereof for federal income tax purposes; (f) create a lien ranking prior to or on a parity with the lien of the Master Indenture on the property described in the Granting Clause of the Master Indenture; or (g) deprive any Bondholder of the lien created by the Master Indenture on such property. In addition, if moneys or Governmental Obligations have been deposited or set aside with the Trustee pursuant to Article XI of the Master Indenture for the payment of Bonds (as described below under "Discharge of Indentures") and those Bonds shall not in fact have been actually paid in full, no amendment to the provisions of that Article shall be made without the consent of the holder of each of those Bonds affected.

Discharge Of Indentures.

Any Bond shall be deemed paid for all purposes of the Master Indenture when (a) payment of the principal of, premium, if any, and interest on the Bond to the date due of such principal, premium, if any, and interest (whether at maturity, upon redemption or otherwise) (1) has been made in accordance with the terms of the Bonds or (2) has been provided for by depositing with the Trustee moneys sufficient to make such payment and/or Governmental Obligations maturing as to principal and interest (without reinvestment thereof) in such amounts and at such times as shall generate the availability of sufficient moneys to make such payment, and (b) all compensation and expenses of the Trustee pertaining to each Bond in respect of which such deposit is made have been paid or provided for to the Trustee's satisfaction. When a Bond is deemed paid, it shall no longer be secured by or entitled to the benefits of the Master Indenture or be an obligation of the City, except for payment from moneys or Governmental Obligations under (a)(2) above, except that any Bond may be transferred, exchanged, registered, discharged from registration or placed as provided in Article III of the Master Indenture.

Notwithstanding the foregoing, no deposit under (a)(2) of the previous paragraph shall be deemed a payment of a Bond until the City has furnished the Trustee an opinion of Bond Counsel stating the deposit of such cash or Governmental Obligations will not cause the Bonds to become "arbitrage bonds" under Section 148 of the Code and (a) notice of redemption of the Bond is given in accordance with the redemption provisions of the Master Indenture or, if the Bond is not to be redeemed or paid within the next 60 days, until the City has given the Trustee, in form satisfactory to the Trustee, irrevocable instructions (i) to notify, as soon as practicable, the holder of the Bond, in accordance with the redemption provisions of the Master Indenture, that the deposit required by (a)(2) of the previous paragraph has been made with the Trustee and that the Bond is deemed to be paid and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of the Bond, and, if the Bond is to be redeemed rather than paid, (ii) to give notice of redemption as provided in Article VI of the Master Indenture for such Bond or (b) the maturity of the Bond.

When all Outstanding Bonds are deemed paid under the foregoing provision, the Trustee shall upon request acknowledge the discharge of the lien of the Master Indenture, provided, however that the obligations under Article III of the Master Indenture in respect of the transfer, exchange, registration, discharge from registration and replacement of Bonds shall survive the discharge of the lien of the Master Indenture.

No deposit will be made or accepted and no use made of any such deposit which would cause any Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code.

The Trustee shall hold in trust moneys or Governmental Obligations deposited with it pursuant to the above provisions and shall apply the deposited money and the money from the Governmental Obligations in accordance with the Master Indenture only to the payment of principal of, premium, if any, and interest on the Bonds and to the payment of the purchase price of Bonds demanded to be purchased by holders.

Immunity Of Officers, Employees, Agents And Members Of City Council Of City.

No recourse shall be had for the enforcement of any obligation, promise or agreement of the City contained in the International Terminal Use Agreements, the Master Indenture, any Supplemental Indenture or in any Bond issued under the Master Indenture for any claim based thereon or otherwise in respect thereof, against any officer, employee or agent, or member of the City Council, as such, in his individual capacity, past, present or future, of the City or of any successor thereto, either directly or through the City or any successor thereto, whether by virtue of any constitutional provisions, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that the Master Indenture, each Supplemental Indenture, the Bonds and the International Terminal Use Agreements, are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any officer, employee or agent, or member of the City Council, as such, past, present or future, of the City or of any successor thereto, either directly or through the City or any successor thereto, under or by reason of any of the obligations, promises or agreements entered into between the City and the International Terminal Airline Parties whether contained in the International Terminal Use Agreements, or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such officer, employee or agent, or member of the City Council, of the City is, by the execution of the International Terminal Use Agreements, the Master Indenture and each Supplemental Indenture, and as a condition of, and as part of the consideration for, the execution of the International Terminal Use Agreements, the Master Indenture and each Supplemental Indenture, expressly waived and released.

Summary Of Certain Provisions Of The First Supplemental Indenture.

The Supplemental Indenture supplements the Master Indenture and contains various covenants, security and deposit provisions, terms and conditions, certain of which are summarized below. Reference is made to the First Supplemental Indenture for a full and complete statement of its provisions.

Establishment Of Accounts.

The following Accounts are established and designated within the Funds indicated as set forth below:

Construction Fund

Series 1990A Costs of Issuance Account

Series 1990A Capitalized Interest Account

Series 1990A Construction Account

Bond Fund

Series 1990A Principal Account

Series 1990A Interest Account

Series 1990A Credit Facility Account

Series 1990A Redemption Account

Debt Service Reserve Fund

Series 1990A Debt Service Reserve Account

Rebate Fund

Series 1990A Rebate Account

The Accounts within the Construction Fund, the Bond Fund (except the Series 1990A Credit Facility Account) shall be administered by the Trustee in accordance with the provisions of the Master Indenture. The Series 1990A Credit Facility Account shall be administered by the Trustee in accordance with the provisions of the Master Indenture and the Credit Facility. The Series 1990A Rebate Account shall be administered by the Trustee and funded by the City in accordance with the provisions of the Series 1990A Tax Agreement.

Special Provisions Relating To Credit Facility.

[To be provided by Winston & Strawn, if necessary.]

The Series 1990A Bonds.

The Series 1990A Bonds are authorized and issued pursuant to the First Supplemental Indenture and the Master Indenture. The terms of the Series 1990A Bonds are generally described in this Official Statement under the heading "The Bonds". The proceeds of the Series 1990A Bonds are required by the First Supplemental Indenture to be used for the purposes described in this Official Statement under the heading "Plan of Finance".

Compliance With Applicable Tax Law:

The Supplemental Indenture obligates the City to make the representations and warranties contained in, and to comply with the covenants set forth in the Series 1990A Tax Agreement and the Escrow Agreement.

*Appendix "C" -- Financial Statements
And Auditor's Opinion*

[To Be Provided]

Appendix "D" -- Report Of Airport Consultant.

January 31, 1990.

The Honorable Jay R. Franke
Commissioner of Aviation
Department of Aviation
Avondale Center, Room 3000
20 North Clark Street
Chicago, Illinois 60602

Re: Report of Airport Consultant

Dear Commissioner Franke:

Landrum and Brown, Inc., has acted as the Airport Consultant in evaluating the economic and financial feasibility of the New International Terminal at Chicago-O'Hare International Airport (the "Airport") and has prepared the attached report evaluating the Airport's international aviation activity, as well as projecting future revenues and

expenses for the New International Terminal at the Airport. It is our understanding that this report will be included as an Appendix to the Official Statement for the City of Chicago Chicago-O'Hare International Airport International Terminal Special Revenue Bonds, Series 1990A, the proceeds of which are intended to provide a portion of the financing required for the New International Terminal.

This report summarizes background information, and provides assumptions and the rationale for the financial projections with regard to the New International Terminal. Included under separate headings are: a discussion of demographic and economic factors, aviation industry factors and international factors affecting demand for air travel; a review of and forecasts of international air traffic and air service; a description of the New International Terminal and capital costs; and a financial analysis encompassing revenues, expenses and projected airline rates and charges. The financial projections are presented for the period from 1990 through 1995.

Based upon our findings and analysis, it is the opinion of Landrum and Brown, Inc., that:

The Chicago Region, as defined in this report, will continue to experience substantial growth in air travel demand.

The Airport will remain a major air traffic connecting hub with a substantial number of airlines providing flights to all major domestic and an increasing number of international destinations.

The New International Terminal is of a size and scope that is appropriate for the forecast demand for international air transportation at the Airport.

The provisions of the International Terminal Use Agreement and other agreements at the Airport are satisfactory to ensure that revenues sufficient to pay the New International Terminal's operations and maintenance expense, debt service and fund deposit requirements can be generated through user fees and other revenue sources.

The projected cost per international passenger at the Airport for the years 1990 through 1995 are within the range of such costs currently being experienced at other major international airports.

The financial projections in this report are based on what we believe to be reasonable evaluations of current conditions and assumptions regarding future conditions. However, achievement of any financial projection is dependent upon future events which cannot be assured. Therefore, the actual results may vary, perhaps significantly, from the projections.

Respectfully,

Landrum & Brown, Inc.

International Terminal Feasibility Study attached to this Appendix "D" reads as follows:

International Terminal Feasibility Study.

The City of Chicago is planning to construct a new terminal and related facilities, (the "New International Terminal"), for the purpose of serving international air traffic at Chicago-O'Hare International Airport (the "Airport"). The airlines currently providing international service to the Airport have participated in the planning of the New International Terminal, which is expected to be completed in 1993. The New International Terminal will replace the existing international facility at the Airport (the "Interim International Terminal"), which is inadequate to serve the Airport's international market for several reasons including:

the Interim International Terminal is operating during peak periods in excess of its capacity today and is too small to handle the forecast volume of future traffic;

the Interim International Terminal has an all remote aircraft parking operation requiring busing of passengers and flight crews to and from aircraft, which is costly and inefficient; and

the Interim International Terminal was constructed as a temporary facility on the ground level of the public parking structure, and does not provide a full range of passenger services.

The New International Terminal, including airline equipment and other related projects such as roadway and aircraft apron construction, is expected to cost approximately \$464.1 Million. The majority of this cost will be funded by the City of Chicago Chicago-O'Hare International Airport International Terminal Special Revenue Bonds, Series 1990A (the "International Terminal Special Revenue Bonds").

The purpose of this study is to assess the economic and financial feasibility of the New International Terminal. This will be accomplished by reviewing the Chicago Region's demographic and economic factors, aviation industry factors and international factors affecting the demand for air travel as well as analyzing the current levels of international air traffic and forecasting future levels of demand. The cost and scope of the project are reviewed as well as the various sources of funding for the project. The financial analysis

includes the development of forecasts for the operations and maintenance expenses and non-airline revenues generated by the operation of the New International Terminal. This analysis also provides an assessment of the airline requirements (user fees and charges), which, when taken together with non-airline revenue, will fully cover the operation and maintenance expenses, debt service and fund deposit requirements as required by the Chicago-O'Hare International Airport General Airport Revenue Bond Ordinance ("G.A.R.B.O") and by the Chicago-O'Hare International Airport Special Revenue Bond Ordinance.

The airline costs for international activity at the Airport after the date of beneficial occupancy of the New International Terminal are projected. These costs are compared to an estimate of what the costs of international activity at the Airport would be in the same time frame if the Interim International Terminal were expanded to meet forecast demand for 1995. In addition, the projected costs are deflated to 1987 dollars for purposes of comparison with a 1987 survey of international activity at other selected international airports.

I. Factors Affecting Demand For Air Travel.

A wide variety of factors influence demand for air travel including demographic and economic factors, aviation industry factors and international factors. Originating enplanements for example, are a function of local demographic and economic factors such as population and income. Aviation industry factors such as average ticket prices also influence air travel demand. International factors such as world economic and social shifts, globalization of the aviation industry and the availability of domestic hubs for air traffic also influence demand. A review of expected trends in these important factors is an integral step in analyzing aviation activity levels at the Airport.

A. Demographic And Economic Factors Affecting Demand.

The geographic area served by Chicago's multiple airports, is generally referred to as the "Air Trade Area". For purposes of this report, the primary Air Trade Area served by the Airport, as well as by Midway Airport, is defined as consisting of ten counties: Cook, DuPage, Grundy, Kane, Kendall, Lake, McHenry and Will counties in Illinois and Lake and Porter counties in Indiana. Population, employment and personal income of the Air Trade Area are major factors conventionally utilized in forecasting origin and destination air traffic demand.

This ten county Air Trade Area, also referred to as the Chicago Region, is depicted in Table I-1. (see page 12494 of this Journal).

1. Population.

Population in the Chicago Region has increased at an annual average compound growth rate of 0.32% during the period 1980 through 1988. As summarized in Table I-2 (see page 12495 of this Journal) population growth in the Chicago Region during this period had been at an annual average compound rate more than twice the rate of growth experienced by the Midwest as a whole. Growth was slower than that experienced nationally, but given the population migrations to the sunbelts of the South and West, this moderate growth is a good indicator of the stability of the Air Trade Area. Recent flat growth reflects an equilibrium point between the declines in Lake County, Indiana and the increases being seen in the counties of DuPage, Will, Lake, McHenry and Kane in Illinois.

Table I-3 (see page 12496 of this Journal) summarizes the three recent population projections for the Air Trade Area developed from four sources. The most aggressive forecast is the combined figures of the Northeastern Illinois Planning Commission (N.I.P.C.) and the Northwestern Indiana Regional Planning Commission (N.I.R.P.C.). The most conservative forecast is that published by the U. S. Department of Commerce, Office of Business Economic Research Service (O.B.E.R.S.) which is also the oldest, having been published in 1985. The forecast prepared by D.R.I./McGraw Hill, the independent economic forecasting firm, falls between the two. The D.R.I./McGraw Hill forecast projects an average annual compound growth rate for the Area of 0.3% from 1988 through 2000. The D.R.I./McGraw Hill forecast was adopted for use in this aviation forecasting effort since it represents an approximate midline forecast for the Chicago Region.

While moderate population growth in the aggregate is forecast to continue, there are some significant changes occurring in the population components, and where they reside. The population of the Chicago Region, as is characteristic of the total U. S. population, is aging. By the year 2010, the "Baby Boom" generation will range in age from 42 to 62. Between 1980 and 2010, the 40 to 60 year old group will increase by approximately 85%. According to the U. S. Department of Commerce, Bureau of Labor Statistics, the 40 to 60 year old age group represents the peak wage earners of the population as a whole, and accounts for the largest proportion of disposable income. Retirees, the members of the 65 and older age group, have their share of members with a high proportion of disposable/discretionary income. The Bureau of Labor Statistics also reports that these same two age groups have a high propensity to use air travel.

Suburban Du Page County continues to show the fastest growth, followed closely by Lake and Will Counties in Illinois. The City of Chicago and Cook County are the slowest growing areas in the Chicago Region. Only Indiana's Lake County is predicted to have a consistently declining population. It is important to note that recent population increases in the City of Chicago have reversed a relatively long term trend of population decline in the City itself. These moderate increases in population are projected to continue. The preponderance of the population growth in the Chicago Region, is expected to be in the five Illinois counties which adjoin Cook County (Du Page, Will, Lake, McHenry and Kane Counties).

2. Employment.

Table I-4 (see page 12497 of this Journal) reflects employment levels in the Chicago Region as compared to the Midwest and the total United States. From 1980 through 1988, Chicago Region employment has grown at an annual average compound growth rate of 0.93%. This is slightly below the rate for the Midwest and less than half that of the total United States.

Figures in Table I-5 (see page 12498 of this Journal) explain in part these changes, as the Chicago Region continues to see a decline in manufacturing employment, partially offset by growth in the services and trade categories. In a separate study, the Northeastern Illinois Planning Commission predicts an increase of 51% or 563,000 new jobs in finance, real estate, insurance and other service sectors in the Chicago Region, partially offset by a decline of 12% or just over 100,000 manufacturing jobs in 1985 to 2010 period. This increasing shift in employment to the service and trade sectors is an important factor in the continued growing demand for air travel in the Chicago Region. The U. S. Department of Commerce, Bureau of Labor Statistics figures show the service and trade employment sectors have the highest amount of job related travel, while the manufacturing sector ranks among the lowest.

Forecasts for employment figures by D.R.I./McGraw Hill and O.B.E.R.S. are reflected in Table I-6 (see page 12500 of this Journal). D.R.I./McGraw Hill forecasts an annual average rate of increase in employment of 0.9%; O.B.E.R.S. forecasts a rate of 1.3%.

3. Personal Income.

Table I-7 (see page 12500 of this Journal) summarizes income statistics in current dollars for the Chicago Region, the Midwest and the total United States. In the nine year period reflected, total Chicago Region personal income grew at an annual average compound growth rate of 1.95%. This figure is above the figure for the Midwest, although lower than that exhibited by the total United States. Per capita income statistics showed a similar trend, with the Chicago Region outpacing the growth of the Midwest, but lagging the total United States.

Income forecasts for the Chicago Region as prepared by D.R.I./McGraw Hill and O.B.E.R.S. in constant 1982 dollars are presented on Table I-8 (see page 12501 of this Journal). D.R.I./McGraw Hill forecasts an annual average compound rate of growth of 1.85% for the period 1988 through 2000; O.B.E.R.S. forecasts a figure of 1.56%. In large part, this represents the previously discussed peak earning power of the "Baby Boom" generation. It also reflects the previously discussed change in job mix of the Chicago Region.

4. Corporate Headquarters.

The Chicago Region serves as the headquarters location for a significant number of the largest corporations in America; only New York City has more corporate headquarters. Based upon 1988 sales, 39 of the Fortune 500 U. S. industrial corporations are based in the Chicago Region. The Chicago Region is also headquarters to 33 of the Fortune 500 non-industrial corporations. Tables I-9 and I-10 (see pages 12502 and 12503 of this Journal) list these corporations by sectors. The presence of these major corporations in the Chicago Region, together with the support and ancillary services they require, translate into a positive impact on the volume of business travel to and from the Chicago Region.

5. Convention, Trade Show And Corporate Meetings Activity.

The Chicago Region is the nation's largest convention and meeting center. Statistics maintained by the Chicago Convention and Visitors Bureau indicate that convention, trade show and corporate meeting attendance has risen by 25.2% or 3.3 million persons during the period from 1982 to 1989. This sizeable increase comes at a time of increasing competition for the convention business market. The Chicago Region's ability to attract large numbers of attendees at such functions is based on numerous factors, including: its central geographic location, excellent access from other major population centers, and plentiful facilities to accommodate the need for meeting space and exhibit area as well as lodging requirements.

The primary exhibit facility in the Chicago Region is the McCormick Place complex, the largest such facility in the country. A major expansion has been proposed for the complex, to include a domed stadium large enough to host major political conventions and other large public events. If this expansion is completed as proposed, McCormick Place would have the necessary facilities to compete with the huge international convention centers which currently exist only in Western Europe. In addition to McCormick Place, there are many other existing large meeting facilities including the O'Hare Exposition Center and the Rosemont Horizon, both located near the Airport. A number of additional facilities have been proposed in the Chicago Region.

The demographic and economic factors impacting aviation travel demand in the Chicago Region all indicate a period of sustained growth for the Chicago Region. Population, income and employment are all expected to show steady growth. Employment is expected to continue to shift toward the service and trade sectors, both of which have a high propensity toward job related travel. The large number of corporate headquarters located in the Chicago Region exert continuing positive impacts on both domestic and international air travel. These factors all point to a period of healthy growth in air travel demand for the Chicago Region.

B. Aviation Industry Factors Affecting Aviation Demand.

Aviation industry factors also exert both positive and negative influence on the demand for air travel in the Chicago Region. Relevant factors which bear examination include: trends in fuel prices, the effects of domestic airline mergers and acquisitions, domestic airline hubbing strategies, domestic airline fleet replacement programs and finally the cost of travel.

I. Trends In Fuel Prices.

Table I-11 (see page 12504 of this Journal) summarizes forecast for jet fuel prices as estimated by the U.S. Office of Management and Budget, and by two independent economic forecasting firms, D.R.I./McGraw Hill and W.E.F.A. Associates. Recent price rises in fuel costs indicate just how volatile fuel prices are at any given time. Historically, the O.P.E.C. Cartel has dramatically influenced the price of fuel. In the short-term, other factors such as weather, demand for heating oil, shipping incidents, and production difficulties due to unusual circumstances may impact fuel prices. As reported by Federal Aviation Administration (the "F.A.A."), for the federal fiscal year ending September 30, 1988, the U. S. commercial airlines paid an average price of \$0.486 per gallon of fuel, a 5.2% increase over the average 1987 fiscal year price. Starting from a base of \$1.166 per gallon in fiscal year 1981, prices declined 49.2% by fiscal year 1986 to \$0.592 per gallon. The next twelve months showed a decrease of 21.9% followed by an increase of 5.2% by September 30 of fiscal year 1988.

The basic declining trend in fuel prices since fiscal 1981 has had a positive impact on the operating costs of U. S. airlines, and therefore on the cost of air travel. When jet fuel prices reached their peak in the third quarter of fiscal 1981, fuel prices represented 31.2% of total air carrier operating costs. In the third quarter of fiscal year 1988, fuel prices accounted for only 14.5% of total operating costs.

However, fuel prices are forecast to be moderately increasing in real terms over the forecast period ending in calendar year 1995.

This report makes the following assumptions: that fuel will continue to be available; that only short-term shifts will occur in the price of fuel; that the overall trend in fuel price increases will be moderate during the forecast period; that the new fuel efficient aircraft discussed in Section 4, "Domestic Airline Fleet Replacement", will moderate the impact of short term fluctuations in fuel prices and therefore, fuel prices will have little or no impact upon average ticket prices.

2. Domestic Airline Hubbing Strategies.

Following deregulation in 1978, airlines began or increased the use of "hub-and-spoke" networks, in which a large number of flights are concentrated at a single airport, or "hub". The industry's two largest airlines, American Airlines and United Airlines, maintain extensive hubs at the Airport. The Airport's geographic location near the center of the United States and along the most heavily traveled east/west air routes makes the Airport a natural hub. This geographic location and the size of the origin and destination passenger market represented by the Chicago Region enhances the Airport's attractiveness as a connecting hub to the major domestic airlines. The large volume of passengers passing through a large domestic hub, such as the Airport, affords the hubbing airlines an opportunity to develop international operations from their hubs. United Airlines and American Airlines both operate major connecting hubs at the Airport. The size of the American Airlines and United Airlines hubbing operations at the Airport provides an excellent opportunity for increased international activity at the Airport by these airlines. American Airlines' international activities at the Airport have grown rapidly during the last few years, and are expected to continue to increase during the forecast period.

3. Domestic Airline Mergers And Acquisitions.

In the last decade, the airline industry experienced a period of rapid expansion, followed quickly by an almost equally vigorous period of consolidation. In 1978, there were thirty scheduled passenger airlines recognized by the Civil Aeronautics Board (C.A.B.). During the period 1978 through 1988, seventy-seven additional airlines began some type of scheduled service. In 1988, only seventeen remained in operation. Since 1979, sixteen mergers have occurred, (thirteen of these since January, 1986), sixteen smaller regional or commuter airlines have been bought by larger commercial airlines.

In the latter part of the last decade, the industry witnessed a further concentration of traffic among the five largest U. S. airlines. In 1988, Eastern Air Lines and Continental Airlines (both owned by Texas Air), United Airlines, American Airlines and Delta Air Lines accounted for 60.4% of total scheduled passenger miles and the eleven major air carriers (the "majors")^{1/} accounted for 92.3% of the total scheduled passenger miles. Through code sharing agreements, the majors represented more than 80% of regional and commuter passenger enplanements in 1988.

^{1/} As of February 1, 1990, major air carriers as defined by the U. S. Department of Transportation, Department of Research and Special Programs include: America West, American Airlines, Continental Airlines, Delta Air Lines, Eastern Air Lines, Federal Express, Northwest Airlines, Pan American Airways, Southwest Airlines, Trans World Airlines, United Airlines and USAir. Major air carriers are those air carriers with annual operating revenues in excess of \$1 Billion.

Many of the domestic airlines have entered into joint marketing agreements with international airlines in order to generate connecting international passenger traffic. The sheer size of the domestic connecting passenger volumes at the Airport (14,261,000 passengers in 1988) represents a large market for additional international passenger demand. Domestic airline hubbing strategies will enhance the position of the Airport and increase international passenger volumes.

4. Domestic Airline Aircraft Fleet Replacement.

At the end of 1988, nearly 3,500 of the 7,900 aircraft in the world's airline fleets were manufactured prior to 1976. These aircraft will be 25 years old or older by the year 2000, and are considered candidates for retirement. The new aircraft being purchased are more fuel efficient, are cheaper to maintain than many older models, and typically require smaller crews. The newer jets are also typically quieter than the aircraft they replace.

A variety of factors will determine the pace of fleet renewal and expansion. Noise issues may accelerate the transition to newer aircraft within the forecast period. A rise in fuel prices would increase the pressures to replace less fuel efficient aircraft. A slow down in air travel demand will lead to the grounding of less efficient aircraft. Congestion at major hubs during peak hours of operation will increase the desirability of larger capacity aircraft to maximize passenger through-put at major airport facilities. Added passenger demand will require new aircraft to be added to the existing fleets. Recent publicity about "aging" and "older" aircraft have led to concerns in the mind of the flying public and regulatory action increasing the extent and frequency of maintenance for aging airplanes. These increased maintenance costs will make the older aircraft increasingly less cost efficient to operate. Offsetting these needs to renew and add to the airlines' fleet is the limited production capacity of the aircraft manufacturers.

The F.A.A. reports that average seating capacity of aircraft utilized by the U. S. commercial airlines increased by 20 seats in the period 1979 to 1983, from 147 seats to 167 seats. Since 1983, the average seating capacity has grown by just over one seat to 168 seats. In large part, this slowing in the rate of growth in average seating capacity reflects the continued expansion of domestic hub-and-spoke systems, with emphasis on service patterns that result in more frequent flights. The large number of aircraft on order for delivery in the 1990's by the airlines are generally larger than the aging aircraft they will replace. The F.A.A. forecasts assume that the overall domestic fleets average seating capacity will increase by 2 to 3 seats annually over the forecast period.

American Airlines and United Airlines are both adding to their existing aircraft fleets. American Airlines has on order or option 6 Airbus-300s, 125 Boeing-757s, 10 Boeing-767s, 87 McDonnell Douglas-82s, and 50 McDonnell Douglas-11s. United Airlines has on order or option 54 Boeing-737s, 15 Boeing-747s and 60 Boeing-757 aircraft. American Airlines has been the most aggressive U. S. airline in placing orders or options on long range aircraft of the type used for international operations. The Airport and the New International Terminal have the flexibility to handle varied aircraft fleet mixes. This will further enhance the desirability of the Airport as a domestic and international hub.

5. Cost Of Air Travel.

A major factor affecting demand for both domestic and international air travel is the ticket price or cost of the service to the traveling public. Increases in the cost of air travel have a particularly strong impact on the discretionary traveler and a lesser influence on business travelers. Airline passenger yield, expressed in terms of the average revenue per passenger mile, is the most commonly used measure of the overall price paid for air travel. Comparisons of "available" fares, as opposed to "paid" fares are difficult to make due to the complex pricing structures in place today. Prior to deregulation in 1978, air fares showed a strong correlation to mileage; this relationship has weakened as the airlines changed their pricing strategies. As reported by the F.A.A., since deregulation, the overall price of air travel as measured by passenger yield has declined at an average annual compound rate of 2.6% in the period 1978 through 1988. This decline in air fares is not evenly applicable across all markets. In particular markets, the major factors which impact air fare prices include the extent of competition on the route selected and passengers flexibility in making travel plans to take advantage of lowest "available" fares (i.e. ability to make advance plans, time of day travel, and willingness to accept cancellation penalties).

Table I-12 (see page 12505 of this Journal) summarizes the average passenger yields (domestic, international and total for the U. S. airlines) as reported by the F.A.A. for the nine year period 1980 through 1988. Forecasts for future passenger yields as prepared by the F.A.A. through the year 2000 are also included. Over the 8 year period ending 1995, the cost of domestic air travel will decline in real terms at an average annual compound rate of 0.5% while international air travel costs will decline at an average annual compound rate of nearly 1.0%. This data also presents the average revenue (ticket price), in current dollars, per passenger for both domestic and international service provided by the U. S. airlines. The average revenue per passenger in international service exceeded the domestic average revenue per passenger by a range of 93% to 165%. In absolute dollars, the average revenue per international passenger was between \$84.65 and \$152.47 higher than the domestic revenue per passenger.

Discretionary international passenger demand is highly elastic with respect to both ticket price and the exchange rates in effect at their destination point. Discretionary international travel is easily deferred to a later time when both ticket prices and exchange rates are favorable for the individual passenger's circumstances. International business travel demand, like its domestic counterpart, is assumed to be relatively inelastic.

Industry factors influencing aviation demand are anticipated to be positive during the forecast period. Fuel prices are forecast to rise moderately. Domestic airline mergers and acquisitions are not anticipated to adversely affect air traffic at the Airport. The Airport is expected to remain competitive in both air service and travel prices. The domestic airlines hubbing strategy at the Airport enhances the likelihood of growth in international traffic. Both American Airlines and United Airlines are upgrading their fleet of aircraft to respond to new domestic and international passenger demand. American Airline's fleet will be well

suited for growth in international traffic with the addition of large Boeing-747 type aircraft. The real cost of air travel is expected to continue to moderately decline both domestically and internationally. Finally, the Airport's unique geographic advantage coupled with the size of its connecting traffic volume positions the Airport to effectively compete for new international traffic throughout the forecast period.

C. International Factors Affecting Aviation Demand.

International aviation demand is strongly influenced by a wide variety of factors reflecting international economic and political events. For example, in the early 1970s, international exchange rates were fixed. Since then, changes to currency valuation process now permit individual currencies to float relative to each other. These floating exchange rates appear to rarely impact the volume of demand for international travel, but rather seem to influence the direction of travel by the citizens of the individual countries. On the other hand, certain international events such as terrorist activity greatly influence the short-term travel plans of pleasure travelers. Other international factors also impact demand, but are less observable in an analysis of historic data. These factors include world economic and political events, the globalization of the aviation industry and the availability of U. S. domestic feeder hubs to process international passengers to and from a wide variety of other U. S. domestic locations.

1. World Economic And Political Events.

The influence of world economic and political activities such as those currently being experienced in Eastern Europe will dramatically influence the future demand for international air transportation. Three categories of world economics and political shifts that are expected to influence travel demand are the integration of the West European market, the probable future East European modernization requirements and the growth of the so called "tiger" economies in the Pacific Rim.

a. Integration Of The West European Market.

The year 1992 represents the next major step in the integration of the European Common Market (E.C.M.). Trade barriers will be further relaxed and the world's largest consumer economy will be formed by Belgium, Denmark, France, Greece, Ireland, Italy, Luxembourg, Netherlands, Portugal, Spain, United Kingdom and West Germany.

Today many major U. S. corporations who operate on an international basis are positioning themselves either individually or as part of a joint venture with foreign firms to capitalize upon the significant growth opportunities that will be associated with the E.C.M. Traffic on the Atlantic routes mainly to Western Europe has grown

at an annual average compound rate of 7.0% for the seven year period 1982 through 1988 and can be expected to grow at a faster rate as the integrated E.C.M. is realized. These events in Europe are also expected to contribute to some consolidation among the European airlines. While any consolidation might result in a decrease in the number of airlines serving the Airport, it should not result in a decrease in the number of passengers or the level of air service to and from Europe.

b. East European Modernization.

Events have occurred which suggest that major business opportunities will become available as a result of the changes in the political orientation of East European Countries. These countries include East Germany, Poland, Czechoslovakia, Hungary, Yugoslavia, Romania, Bulgaria and Albania. These countries have a population of nearly 140,000,000 people with a relatively low wage base and high need for modernization and technology transfer from the developed countries including the United States. Major U. S. corporations such as General Motors, General Electric and others have already located new production facilities in some of these countries. These events will likely trigger added demand for international air travel for business passengers and cargo shipments. Additional new U. S. pleasure travel will likely occur to points previously not readily accessible for U. S. nationals for either family visits or vacation purposes.

c. Pacific Rim Growth.

The Pacific Rim represents another future growth area for international transportation of passengers and commodities. The growth of the so called "tiger" economies, such as South Korea, Hong Kong, Taiwan and Singapore represents new and continued growth in the demand for international air transportation. With a move towards a more normalized relationship with China, added transportation demands for "Mainland China" will likely occur over the next decade.

Growth in passenger traffic on Pacific routes has grown at an annual average compound rate of 11.6% over the past eight years and in the past two years at a rate of 23.2%. Continued rapid growth for international travel and commodity shipments is forecast for this region of the world.

2. Globalization Of The Aviation Industry.

Other events are also expected to impact the aviation industry. Some of them have already begun to occur in the form of the globalization of the industry. Three factors will drive the globalization process: the liberalization of European aviation industry

which will begin in earnest in 1992, the increasingly congested European airspace, and the economies of scale for global airlines.

a. Liberalization Of The European Aviation Industry.

Liberalization of the European airline industry in 1992 as part of the unification process of the E.M.C. will have a profound impact upon the U. S. airline industry. Prior to liberalization, each foreign country established and typically subsidized its national airline. Each country had its hub international airport which was typically designed to handle long haul traffic.

In a liberalized setting, which has some parallel to the deregulation of the U. S. airline industry, strong hub airports will evolve with fewer, but larger, consolidated airlines serving them with larger aircraft. This transition will occur slowly over perhaps a ten-year period which would mirror the deregulation events experienced in the United States.

It is difficult to predict which airlines will become the global airlines of the future. In any event, there will be increasing pressure for U. S. airlines to form marketing and code sharing agreements with foreign flag airlines. In addition, it will put further emphasis on large hub operations, with connecting capacity and sufficient facilities to absorb the passenger levels generated by the use of larger aircraft. In this regard, the Airport is well positioned to play an ever increasing role as an international connection hub.

b. Congested European Airspace.

Liberalization of the European aviation industry could not come at a more difficult time for the E.M.C. The airspace system is virtually saturated. The European Civil Aviation Conference which includes Austria, Belgium, Cyprus, Denmark, Finland, France, Greece, Iceland, Ireland, Italy, Luxembourg, Malta, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, Turkey, United Kingdom, West Germany and Yugoslavia, has 42 separate air traffic control centers. The land area covered by these 42 centers is 60% of that of the United States. By comparison, the U. S. requires only 20 centers to operate its air traffic control system. Significant consolidation in the European air traffic control system will occur in the next decade.

Added to this congestion issue will be the demands by the European airlines to provide new service to the U. S. market. At this time, the U. S. airlines have service rights to 34 European destinations while the foreign flag airlines have service rights to 19 U. S. destinations. Expansion of the number of routes and cities served will greatly add to the availability of international air service both to and from the United States.

Given the relative congestion and the new demands for international air service, the airlines have begun to order large quantities of Boeing 747-400 type aircraft. These aircraft have a range of about 8,380 miles, a maximum take-off weight of 435 tons, seating for 400 to 500 passengers and 6,030 cubic feet of cargo space. These aircraft will replace and augment the worldwide aircraft fleet.

Use of larger aircraft in international service seems to be a likely initiative that will be required to reduce congestion in European airspace. Use of these larger aircraft will require the identification of large domestic hubs with the capacity to accommodate, absorb and process these large volumes of passengers. The Airport is in an excellent competitive position to attract these activities as a result of its geographic location, aircraft, aircraft connecting patterns, as well as its ability to physically accommodate and process these aircraft at the New International Terminal. Few other domestic locations can offer such a combination of capabilities and potential.

c. Economies Of Scale.

The primary advantage of new global airlines is due to the operating economies of scale they provide. No longer will international passengers and cargo be viewed as a single market with specific airlines and specific airports designated to provide air service. The newly emerging global airlines will view international traffic as incremental traffic, incremental revenues, and incremental profits for their global operation. Marketing and code sharing agreements will make ticketing and handling of passengers far more efficient for the airlines and much more convenient for the passenger.

Exchange rates will continue to impact the direction of travel to or from a country, but not the volume of travel. More competition on European routes, in particular, will likely also evolve to mean more competitive pricing. U. S. airlines have proven that inexpensive fares, even with many restrictions applying to factors such as purchase date, length of stay and change or cancellation options, can generate large volumes of discretionary travelers.

3. Availability Of U. S. Domestic Feeder Hubs.

A major factor which will influence the demand for international air transportation will be the adequacy of domestic feeder hubs. The development of hubs has also allowed for the introduction of a number of new U. S. gateways for international traffic, especially European service. Certain cities such as Raleigh-Durham and Charlotte could not sustain international service without the operation of an airline hub at those airports. The result has been that some traffic has bypassed certain

"traditional" east coast gateways. In 1988, these non-traditional gateways^{2/} represented in the aggregate 6.4% of the total U. S. international passenger market, and not one of these markets represented more than 1.6% of the total.

East coast airports located in Boston, Miami, New York and Washington, D.C. in the aggregate had 55.2% of the international passenger market in 1978. By 1988, these same east coast airports had a 49.0% international passenger market share. This represents a market share loss of 6.2% share during the period 1978 through 1988.

By comparison the west coast airports, Los Angeles, San Francisco and Seattle accounted for 12.8% of the market in 1978 and 16.9% of the market in 1988. This represents a gain of 4.1% over the period 1978 through 1988 and is primarily related to the growth in international traffic in the Pacific Rim area.

The other major domestic feeder hubs in the U. S. cities, Atlanta, Chicago, Dallas/Fort Worth and Houston grew from a 10.1% share of the market in 1978 to 13.2% in 1988. This represents a gain of 3.1% during the period 1978 through 1988. This growth has resulted from gains in both European and Pacific Rim Air Service.

These shifts reflect two major growth patterns that are expected to continue during the next 10-year period, the rapid growth in the Pacific Rim Area, and the increased use of domestic feeder hubs for international service. Both of these growth patterns will benefit the Airport.

The Airport is uniquely positioned to benefit from the positive effects of change in international factors affecting aviation demand. Integration of the E.C.M. offers potential for large increases in passenger traffic. Globalization of the industry offers unique opportunities to the Airport in its ability to handle large volumes of international connections. Finally, having already established its prominence as a major domestic feeder hub, it offers an established and successful feeder operation for use by domestic, international and emerging global airlines.

^{2/} Baltimore, Charlotte, Cincinnati, Cleveland, Denver, Detroit, Fort Lauderdale, Kansas City, Las Vegas, Memphis, Minneapolis, Nashville, New Orleans, Orlando, Philadelphia, Phoenix, Pittsburgh, Portland, Raleigh-Durham, Salt Lake City, San Diego, San Jose, St. Louis and Tampa airports.

II. Air Traffic/Air Service Analysis.

During the forecast period, 1990 through 1995, forecasts were based on the assumption that the New International Terminal will serve all international arrivals of all airlines except those from Canadian destinations, based on the planned single Federal Inspection Service (F.I.S.) facility at the Airport. It is also assumed that the New International Terminal will serve all international departures of foreign flag airlines (except Canadian airlines). This assumption is based upon the foreign flag airlines level of participation in the planning and design for the New International Terminal, despite the fact that there are no binding contractual commitments from the foreign flag airlines to use the facility for departures. The New International Terminal will also be used for a small amount of domestic passenger activity, as well as some charter activity. The purpose of this section is to develop forecasts of international activity through 1995. An analysis of historic international air traffic and a review of current international air service patterns is also included.

The Interim International Terminal currently handles all international arrivals except Canadian traffic which is pre-cleared for customs and therefore does not need to be processed through the Interim International Terminal's F.I.S. facility. The forecast assumes this will also be the case in the New International Terminal, based upon plans for a single F.I.S. facility. The Interim International Terminal currently handles approximately 30% of international departures. The balance of international departures are handled at existing domestic terminal facilities. As noted above, it is anticipated that the New International Terminal will handle all international foreign flag departures.

A. Historic International Air Traffic.

This section presents a summary of international air traffic activity at the Airport for the ten years, 1980 through 1989. The New International Terminal is being developed to accommodate future international air traffic demand which is based upon historic demand levels and projections of future demand by the airlines who will use the facility. Historic data for total international passenger activity, non-Canadian international passenger activity, non-Canadian aircraft operations, international enplanements relative to total enplanements at the Airport and the Airport's international market share relative to the total U. S. international market share are examined in this section. As previously noted, no Canadian arrivals or departures will be assumed to utilize either the Interim International Terminal or the New International Terminal during the forecast period. Canadian traffic represents 20 -- 35% of historic international activity, and is thus an important component of total international traffic demand at the Airport. However, since this study and the related forecast are for use of the New International Terminal only, other than in Section A.1 below, discussions of international passengers and operation activity will not include any Canadian activity.

1. Total International Passenger Activity.

Total international activity, including travel to and from Canada is summarized in Table II-1 (see page 12506 of this Journal). During the period 1980 to 1982, total international activity at the Airport declined due to a combination of effects resulting from the P.A.T.C.O. strike, flow controls imposed by the F.A.A., and a major worldwide recession. During the three year period 1980 through 1982, total international enplanements declined 2.6%, and total international operations declined 1.9%, based on an average annual compound rate. Total international passenger traffic at the Airport has grown at an average annual compound growth rate of 7.3% during the seven year period of 1983 through 1989. In three of these years, growth exceeded 10%. The strong growth in 1986 and 1987 is primarily due to American Airlines' aggressive expansion during these periods. In 1986, American Airlines international traffic grew by 23.8% and by 29.8% in 1987. The year 1988 represented activity levels approximately equal to the prior year, owing to the completion of American Airlines expansion program in the European market. Total international passengers in 1989 were 3.7% above 1988 levels.

Total international operations grew at an average annual compound growth rate of 5.5% during the seven year period 1983 through 1989. Large increases in 1986 and 1987 are again attributable to American Airlines' expansion program. Total 1989 international operations were 37,405, an increase of 10.6% over 1988. An international operation is defined as the takeoff or landing of an airline flight operating between the Airport and any foreign destination.

2. Non-Canadian International Passenger Activity.

Total non-Canadian international enplanements, foreign flag versus U. S. airlines, are summarized in Table II-2 (see page 12507 of this Journal) for the period 1980 through 1989. Total non-Canadian enplanements grew at an annual average compound rate of 7.5% during the period 1980 through 1989. Based on eight months of actuals, 1989 enplanements are anticipated to be approximately 1,361,468 or 6.3% above 1988. Enplanements grew at an annual average compound rate of 13.5% in the six year period 1983 through 1988.

Total non-Canadian international deplanements, foreign flag versus U. S. airlines, are summarized in Table II-3 (see page 12508 of this Journal) for the period 1980 through 1989. Total non-Canadian deplanements grew at an annual average compound rate of 6.1% during the period 1980 through 1988. Based on eight months of actuals, 1989 deplanements are anticipated to be approximately 1,575,528 or 12.7% above 1988. Deplanements grew at an annual average compound rate of 10.5% in the six year period 1983 through 1988.

3. Non-Canadian International Aircraft Operations.

As illustrated in Table II-4 (see page 12509 of this Journal) total non-Canadian international aircraft operations decreased during the period of 1980 through 1982. This decrease appears to be attributable to the same factors which were identified as impacting passenger activity, including the P.A.T.C.O. strike, flow controls imposed by the F.A.A. and a major worldwide recession. Since 1983, international operations have increased at an average annual compound rate of 5.4% in the period through 1988. Large increases in 1986 and 1987 are again attributable to American Airlines expansion program. Based on ten months of actual operations, an increase over 1988 of approximately 12.7% is projected for 1989, resulting in 23,706 non-Canadian international operations.

4. International Enplanements Relative To Total Enplanements.

Table II-5 (see page 12510 of this Journal) summarizes non-Canadian international enplanements relative to total enplanements at the Airport. An international enplanement is defined as a departing passenger with a foreign location as his or her destination. During the nine year period of 1980 through 1988, non-Canadian international enplanements have steadily increased as a percentage of total airport enplanements, rising from 3.5% of total enplanements in 1980, to a level of 4.5% in 1988. In 1989, preliminary figures would indicate a level of 4.7% for the year.

5. O'Hare International Market Share Relative To Total U. S. International Market Share.

Table II-6 (see page 12511 of this Journal) summarizes non-Canadian international passenger activity for 1988 at the top 15 U. S. airports. Although the Airport ranks first in domestic traffic, it ranks fifth in international traffic, behind New York's Kennedy Airport, Miami International Airport, Los Angeles International Airport, and Honolulu International Airport. As presented in Table II-7 (see page 12512 of this Journal) although the Airport's market share of total U. S. non-Canadian international enplanements has declined somewhat since 1986, it has remained relatively stable during the nine year period ending in 1988, averaging 4.0% of total U. S. international non-Canadian enplanement activity. The increasing growth in international activity and the relative stability of the Airport's market share indicates that the Airport has a strong international presence.

B. International Air Service.

1. Current Air Service.

Current service levels from the Airport to the top twenty non-Canadian international origin and destination ("O. & D.") cities are summarized in Table II-8 (see page 12513 of this Journal). Fifteen of the top twenty markets are served by non-stop or one-stop flights. American Airlines services seven of these markets, United Airlines serves five markets. Of the top twenty markets, seven are European destinations, seven are Mexican and Caribbean locales, and the remaining six are destinations in Asia and the Far East.

Table II-9 (see page 12514 of this Journal) reflects international traffic market share of the listed carriers in 1980, 1983, 1985 and 1988. In the nine years, 1980 through 1988, total foreign flag market share has fallen from 52.6% to 48.1%. Conversely, U. S. flag airlines market share has risen from 47.4% to 51.9%. In 1988, United Airlines and American Airlines represented a combined 43.9% share of the international market at the Airport.

2. International Traffic Markets.

Table II-10 (see page 12515 of this Journal) shows a breakdown of the Airport traffic into various market segments. The European market, which has the largest percentage of international activity, has experienced the greatest growth during the years 1980 through 1989, and represents an estimated 68.5% of total non-Canadian international traffic at the Airport in 1989. This growth is largely attributable to the increased use of the Airport by American Airlines as a hub for travel to Europe. Table II-11 (see page 12516 of this Journal) summarizes the Airport's market share of total U. S. non-Canadian international enplanements on various market segments. Once again, the Airport's market share of total European traffic has grown fairly steadily during the years from 1980 to 1989, while market shares of traffic to Mexico/the Caribbean and Asia/Far East have remained fairly stable.

3. Potential New Air Service.

The two largest airlines at the Airport, United Airlines and American Airlines, have both proposed increases in service to Europe. By May 1990, American Airlines plans to start daily nonstop to London, Glasgow, Dusseldorf and Munich. Expected service to Warsaw and Helsinki has been postponed due to a shortage of necessary long-range aircraft. American Airlines has also proposed adding flights to Milan, Rome, Copenhagen, Budapest, Amsterdam and Vienna in the near future. United Airlines will introduce service to Europe by mid 1990, offering flights to Frankfurt and Paris, and is awaiting government approval to add routes to London, Milan and Rome.

United Airlines also has approval to fly to Warsaw and Budapest, but has not yet announced beginning dates for service.

The ability of any airline to start new air service to a foreign country from the United States is dependent on the approval of both governments. Government approval is based on a number of factors, including the political climate between the two countries, economic conditions, air traffic demand, the existing air service between the two countries, the airlines serving them, and any bilateral agreements that may be in force between the two countries. Bilateral agreements specify air service rights between two countries, and may include routes between specific cities designation of airline(s), capacity impositions and establishment of prices.

The value and potential revenue from these routes, as perceived by the airlines, was recently illustrated by the purchase of a single London-Chicago route at a price of over \$100 Million.

C. Passenger Forecasts For The Airport And The International Terminal.

The New International Terminal is planned to contain the only F.I.S. facility at the Airport during the forecast period. For this reason it is assumed that all non-Canadian deplanements will utilize the New International Terminal. Canadian traffic will continue to be processed in their exclusive use facilities in the domestic terminal complex. The New International Terminal is expected to serve three types of users. First, foreign flag (not including Canadian) airlines will utilize the facility for both enplaned and deplaned passengers. Next, the major U. S. airlines with international service (American Airlines, United Airlines, Northwest Airlines and Trans World Airlines) will use the facility only for international arrivals (deplaned passengers); the international passengers of these major domestic airlines will depart from their facilities in the domestic terminals. Lastly, it is anticipated that certain domestic and charter activity, accounting for about 10% of the New International Terminal's passengers, will be accommodated in the New International Terminal.

The forecasts for total international traffic at the Airport were developed based upon a two step process. First, the historic data was analyzed for the period 1983 through 1988. Prior Data was ignored, since it includes the impact of the P.A.T.C.O. (Air Traffic Controllers) strike, the imposition of aircraft flow control restrictions at the major U. S. hub airports and finally the worldwide recession in the period 1980 to 1982. Based upon the most recent data, the total non-Canadian international enplanements at the Airport has an average annual compound rate of growth of 13.5% during the period 1983 through 1988. In the same period, 1983 through 1988, deplanements grew at an annual average compound rate of 10.5%. This data forms the base line projection.

The next step in the forecasting process was to survey the U. S. and foreign flag airlines for their future growth plans at the Airport and their individual projections of international aircraft and passenger activity. These projected volumes were analyzed and reviewed in both the aggregate, and on an airline by airline basis, for reasonableness and completeness, as well as in light of historical activity levels. Consideration was given to the aggressive

growth plans of both American Airlines and United Airlines, the primary domestic hubbing airlines at the Airport. American Airlines has been rapidly expanding its international schedules at the Airport and has announced plans for service to numerous additional destinations in the immediate future. United Airlines has recently announced that they will be substantially increasing international schedules at the Airport in the 1990 to 1995 time period which will result in continued increases in the number of daily international flights and destinations served at the Airport.

In addition, a percentage of domestic airline and charter activity, consistent with the historic experience and survey results, was added to these international passenger volumes to yield the final forecast of total passengers enplanements and deplanements for the New International Terminal. These domestic and charter enplanements are projected to grow at an annual average compound rate of 8.3% during the period 1988 through 1995, based primarily on activity levels forecasted by the individual airlines.

In 1988, international enplanements utilizing the Interim International Terminal represented 20.9% of total international enplanements (excluding Canadian activity) at the Airport. In 1995, based on the assumption that all foreign flag airlines will enplane passengers in the New International Terminal, international enplanements utilizing the New International Terminal will represent a projected 49.4% of total non-Canadian international enplanements.

In 1988, 100% of non-Canadian international deplanements utilized the Interim International Terminal. Based on the City's commitment that the New International Terminal will contain the Airport's only F.I.S. Facility, it is assumed that the New International Terminal will process 100% of all non-Canadian deplanements at the Airport.

As illustrated in Table II-12 (see page 12517 of this Journal), forecast New International Terminal total international and domestic enplanements are expected to grow at an average annual compound rate of 8.1% in the period 1988 through 1995. These volumes are anticipated to grow from 951,534 passengers in 1988 to 1,636,704 in 1995 excluding Canadian traffic and international enplanements by U. S. airlines operating from the domestic terminals. Forecast New International Terminal enplanements are defined as departing passengers that will be using the Interim International Terminal or the New International Terminal upon its completion in 1993. The figure for enplanements increases upon completion of the New International Terminal due to the assumption that foreign flag airlines currently departing from domestic gates under handling arrangements with major domestic airlines will instead depart from the New International Terminal. This assumption was made since the New International Terminal has been designed to accommodate this activity and will offer a higher level of passenger convenience at a similar cost for the foreign flag airlines. Growth in the early years of the forecast, 1990 through 1992, reflects expected expansion plans of the individual carriers. It is possible that some of this expansion will be delayed until later years within the forecast period given the lack of availability of long range aircraft needed to service international routes. As manufacturers are able to increase delivery of new aircraft over the next two years, routes will expand more rapidly.

As illustrated in Table II-13 (see page 12518 of this Journal), forecast total deplanements are expected to grow at an average annual compound rate of 9.6% in the period 1988 through 1995. The volume of passenger deplanements is forecast to grow from 1,577,939 in 1988 to 2,996,157 in 1995 excluding Canadian traffic. Projected international deplanements are defined as arriving passengers utilizing the Interim International Terminal or the New International Terminal. The number of deplaning passengers using the Interim International Terminal or the New International Terminal is much higher than the number of enplaning passengers due to the fact that all non-Canadian U. S. airline passengers and all non-Canadian foreign flag airlines must use the single F.I.S. in the Interim International Terminal or the New International Terminal for deplaning international passengers. In addition, a small percentage of domestic airline and charter passengers will use the Interim International Terminal or the New International Terminal and are included in the forecasts.

High growth in the early years of the forecast 1990 through 1992, again reflects the aggressive expansion plans of the individual airlines, in particular, American Airlines and United Airlines. Both of these airlines have already announced starting dates for new routes. American Airlines will almost double its daily international nonstop departures from six to eleven per day.

Table II-14 (see page 12519 of this Journal) summarizes operations activity in the period 1990 through 1995. These figures reflect operations as they would be if all foreign flag airlines were currently departing from the Interim International Terminal. It is assumed that all non-Canadian foreign flag airlines will utilize the New International Terminal and the U. S. flag airline will continue to enplane passengers from domestic facilities. In the period 1988 to 1995, total operations are projected to increase by an average annual compound rate of 7.3%.

Forecasts of international passenger traffic as discussed in this section indicate a period of vigorous growth for international traffic at the Airport. Factors discussed in Section I of this study identified a number of positive influences likely to be felt at the Airport during the forecast period. The capacity and functional features of the New International Terminal are designed to meet additional growth. The forecasts presented here are reasonable in light of historic growth rates. Enplanements are forecast to grow at an annual average compound rate of 8.1%. The average annual compound rate from 1980 through 1988 was 7.5%. Eliminating the P.A.T.C.O./Recession impacted years of 1980 through 1982, the historical rate for 1983 through 1988 is 13.5%. Deplanements are forecast to increase at an annual average compound rate of 9.6%. The historical annual average compound rate of increase was 10.5% in the years 1983 through 1988.

III. Project Description And Estimated Costs.

A. Project Description.

1. Description Of Existing International Facilities.

The Interim International Terminal is located on the ground floor of the elevated parking structure. It is a 330,000 square foot facility with no adjacent aircraft gates. A bus operation is used to move passengers and flight crews between the terminal and a remote aircraft hardstand approximately two miles away. Since the only F.I.S. facility at the Airport is located in the Interim International Terminal, all international arrivals (except Canadian arrivals, which are pre-cleared) use the Interim International Terminal. Approximately 30% of international departures from the Airport use the Interim International Terminal; the balance of international departures currently use the domestic terminals (Terminal 1, 2 or 3). The Interim International Terminal was opened in 1985 as an interim facility to be used until the New International Terminal could be built.

Because of its limited capacity, the Interim International Terminal cannot accommodate the international traffic at the Airport over the long-term without significant capital investment. In order to increase the capacity of the Interim International Terminal, the required improvements would, at a minimum, include an expansion and renovation of F.I.S. facilities in the Interim International Terminal, an expansion of the international hardstand area for additional aircraft parking and the acquisition of additional buses. Although the City has not analyzed the expansion of the Interim International Terminal facilities in detail, the capital costs associated with such an expansion are roughly estimated to be \$85 Million. This would cover expansion needs for demand through 1995 since the Interim International Terminal's location in the lower level of the parking facility severely constrains further expansion possibilities.

2. The New International Terminal Program.

The New International Terminal project includes the terminal building, equipment, fueling, tenant finishes, associated aircraft apron, curbside pedestrian areas, a terminal access roadway system and parking lot. Also included in the project is the Automated Guideway Transit (A.G.T.) station serving this building, the pedestrian bridge from the terminal building to the grade level parking lot, and all utility services to the building (including extension of the Heating and Refrigeration ("H. & R.") Plant tunnel). The New International Terminal encompasses approximately 1.2 million square feet of building and 3,740 lineal feet of a adjacent ramp frontage. This layout permits twenty aircraft to be parked at the New International Terminal including a fleet mix of B-747-400 aircraft, DC-10 and MD-11 type wide-body aircraft and B-757 type narrow body aircraft. There will also be five remote hardstand gates served by buses. This facility was designed in conjunction with a committee formed by the international airlines, the Chicago International Carriers Association, and in large part, reflects space and schedule requirements as provided by the airlines.

3. The Relationship Of The New International Terminal To The O'Hare Development Program.

The New International Terminal is a major element of the O'Hare Development Program ("O.D.P.") which began in 1982. The O.D.P. is a comprehensive, staged series of improvements aimed at more efficiently meeting the future commercial aviation needs of the Chicago Region. The major goal of the O.D.P. was to expand the capacity of the Airport's terminal, gates and access systems. At present, the O.D.P. is 82% complete, based on information provided by the City of Chicago, Program Management Office.

The New International Terminal will be located in the former air cargo area. As part of the O.D.P., most of the cargo facilities were relocated to the new southwest cargo complex on the Airport in order to provide a site for the New International Terminal. The New International Terminal will be connected to the domestic terminals and to the remote parking lots by the A.G.T. system. The A.G.T. is currently under construction and is expected to be completed by November 1992.

4. Terminal Space Program.

The New International Terminal is designed to satisfy currently forecast international activity at the Airport. Table III-1 (see page 12520 of this Journal) presents the terminal space program by functional area for the 1.2 million square foot New International Terminal. The program criteria were derived from the analysis of historical and forecast trends for international airline activity at the Airport, airline industry facility planning criteria, F.A.A. criteria, F.I.S. guidelines and discussions/surveys in which the airlines and U. S. Federal Inspection Services participated. The City of Chicago Department of Aviation has provided input on concession programs, administration, security and maintenance requirements. The space program has been developed to accommodate a 25-gate operation (including the five remote gates).

B. Project Costs And Funding Requirements.

For the purposes of this report, it has been assumed that the City will continue to receive Airport Improvement Program (A.I.P.) funding for its Airports at current A.I.P. funding levels. In federal Fiscal Year 1989, the City received approximately \$18.0 Million, in A.I.P. funds. The City has committed to make \$22.1 Million in A.I.P. funds available for the New International Terminal project during the construction period.

As shown in Table III-2 (see page 12521 of this Journal) the total cost of designing and constructing the New International Terminal including airline equipment, is estimated at \$464.1 Million, of which \$363.3 Million will be financed with International Terminal Special Revenue Bonds. The cost estimate does not include certain other O.D.P. projects which have been completed and which are necessary for the development of the New International Terminal such as the relocation costs of several cargo facilities, portions of

which are allocated to the International Terminal Area Cost Revenue Center as described in Section IV(c)(3) of this report. The construction cost estimates are based on the approximately 35% complete design development drawings by Group One Design, a joint venture of Perkins and Will, Heard and Associates, Ltd., and Consover, Townsend and Associates, Inc. These costs estimates include a 10% construction contingency and a 5% annual cost escalation to the mid-point of the construction period.

The New International Terminal building structure is estimated to cost approximately \$263.8 Million, of which approximately \$246.0 Million will be financed with International Terminal Special Revenue Bonds. Of the remaining amount, approximately \$13.1 Million will be provided for the construction of the A.G.T. station and the extension of the H. & R. tunnel, from General Airport Revenue Bonds, and approximately \$4.7 Million has been assumed to be funded from Federal Grants-in-Aid under the A.I.P.

Airfield related costs for the project are estimated at \$44.1 Million. This portion of the project will provide approximately 109,000 square yards of aircraft parking area, which, when combined with the existing aircraft parking area, provides approximately 160,000 square yards of aircraft parking area. It is anticipated that \$26.7 Million of apron costs will be funded from General Airport Revenue Bonds and \$17.4 Million from A.I.P.

The landside related projects include the terminal roadway system, and a 600 space parking lot. These costs are estimated at \$32.0 Million, of which \$15.1 Million will be funded from International Terminal Special Revenue Bonds. The remaining \$16.9 Million will be funded from General Airport Revenue Bonds.

A.G.T. realignment costs are estimated at \$12.6 Million. It is assumed that the entire amount will be funded from International Terminal Special Revenue Bonds.

Design costs are estimated at \$24.5 Million. It is assumed that \$15.8 Million will be funded from International Terminal Special Revenue Bonds and \$4.1 Million from General Airport Revenue Bonds. The remaining \$4.6 Million has been funded by a contribution from United Airlines.

Project management costs are estimated at \$33.8 Million. It is assumed that \$20.5 Million will be funded from International Terminal Special Revenue Bonds and \$10.9 Million from General Airport Revenue Bonds. The remaining \$2.4 Million has been funded by a contribution from United Airlines.

In addition, the City will be funding the airline equipment to be used in the New International Terminal. This equipment, which includes baggage handling equipment, passenger loading bridges, et cetera, is estimated to cost \$53.3 Million. This entire amount will be funded with International Terminal Special Revenue Bonds.

C. Project Schedule.

Project design has been underway since October 1988, and construction documents for nine (9) early bid packages are expected to be completed by March 1990. Construction

documents for the remainder of the project are scheduled for a June 1990 completion. Construction is scheduled to start in May 1990, with completion expected in June 1993 resulting in a 37-month construction schedule.

IV. Financial Analysis.

This section provides a financial analysis of the projected New International Terminal operation. The 1983 Airport Use Agreement, which has been signed by the major airline users at the Airport, and the International Terminal Use Agreement, which will be signed by New International Terminal users, provide the financial framework for the New International Terminal and are summarized in this section. Financial projections through 1995 are then developed for operations and maintenance expenses, non-airline revenues and debt service requirements.

A. 1983 Airport Use Agreement.

The City is obligated under the 1983 Airport Use Agreements to impose rentals, fees and charges on the airline users of the International Terminal Area Cost Revenue Center ("C.R.C."), sufficient to pay operations and maintenance expenses of the International Terminal Area and debt service costs of General Airport Revenue Bonds ("G.A.R.B.") allocated to the International Terminal Area C.R.C., less any non-airline revenues. International Terminal Special Revenue Bond debt service, incurred for the purpose of funding the New International Terminal project, is not an obligation under the 1983 Airport Use Agreement.

B. International Terminal Use Agreement.

The New International Terminal airline users will be given a choice of signing agreements having a term expiring in 2018 or 2008, of having a month-to-month term.

Under these agreements, the airlines using the New International Terminal agree to pay the costs of constructing and operating the New International Terminal. The airlines signing the agreements ("International Terminal Airline Parties"), thereby approve the New International Terminal Project, the schedule and budget, and the issuance of Special Revenue Bonds (S.R.B.) to fund the Project. The International Terminal Airline Parties also agree to pay fees and charges pursuant to the International Terminal Use Agreement that are calculated to assure that the International Terminal Area C.R.C. will operate on a break even basis, as required by the 1983 Airport Use Agreement. In addition, the International Terminal Airline Parties agree to pay 100% of the Special Revenue Bond debt service.

The International Terminal Use Agreement also establishes the following cost centers within the International Terminal Area C.R.C.:

- Exclusive Use Cost Center;
- Enplaned Common Use Cost Center;
- Deplaned Common Use Cost Center;
- Equipment Cost Center.

Each cost center will have a S.R.B. rental, fee or charge and an International Terminal Area C.R.C. rental, fee or charge associated with it. The total S.R.B. rental or charge for each cost center will, in the aggregate, represent the amount necessary to be collected to meet all the S.R.B. debt service, coverage and fund deposit requirements, allocated to that cost center. The International Terminal Area C.R.C. rentals or charges will be based on a residual rate calculation for each cost center (generally, Operations and Maintenance ("O. & M.") expenses plus G.A.R.B. debt service minus non-airline revenues).

Under the International Terminal Use Agreements, the City may adjust rentals, fees and charges three times per year upon 30 days notice and additionally, if required, in order to meet the terms of the rate covenant of the International Terminal Special Revenue Bond Master Trust Indenture.

The City has agreed under the new International Terminal Use Agreement, not to build or permit to be built an additional F.I.S. facility at the Airport unless and until: (a) the City is required to build an additional facility to comply with a rule, regulation, policy or order of a federal agency having jurisdiction over the Airport; (b) a majority of International Terminal Airline Parties approve the construction of such additional facility, or; (c) the Design Capacity, as defined in the agreement, of the F.I.S. facility at the New International Terminal has been exceeded for a specified period of time. Design Capacity is not expected to be reached until after 2010 at the rate of passenger growth projected herein.

In the event an additional F.I.S. facility is built, the International Terminal Airline Parties using such a new facility will, under certain circumstances, be required to pay Replacement Fees calculated to mitigate the impact on the remaining International Terminal Airline Parties which may result from a decrease in passenger activity attributable to the departure of such airlines.

C. Financial Projections.

This section includes projections of operations and maintenance expenses, non-airline revenues, G.A.R.B. debt service and fund deposit requirements and S.R.B. debt service and

fund deposit requirements. These are used to determine airline revenue requirements and resulting rates and charges.

1. Operations And Maintenance ("O. & M.") Expenses.

The projection of O. & M. expenses through 1995 has been developed for each of the categories listed in Table IV-1 (see page 12522 of this Journal). The projections represent O. & M. expenses for the International Terminal Area C.R.C., and assume that the Interim International Terminal will be used until July, 1993, when the New International Terminal is scheduled to be completed.

The expenses are projected using the actual 1988 unit expenses (expense per square foot) as a base. The unit expenses are then projected for future years, and applied to the building area of 330,000 square feet through June 30, 1993 (the Interim International Terminal), thereafter, the unit expenses are applied to the building area of 1,156,646 square feet (the New International Terminal).

"Operating Salaries and Wages" are projected for 1995 at approximately \$10.2 Million and are based on actual 1988 cost per square foot of \$5.25. The 1988 actual rate was escalated at an average annual inflation rate of 8.4% from 1990 through 1995. The 1995 cost per square foot is projected at \$8.80.

"Energy" includes the projected costs of electricity, gas and water based on an actual 1988 cost per square foot of \$3.72. This rate has been escalated at 6.0% annually to adjust for inflation. The 1995 projection for energy cost is approximately \$6.1 Million or \$5.24 per square foot.

"Materials and Supplies" expense projection for 1995 is approximately \$1.3 Million based upon actual 1988 expenditures of \$0.80 per square foot escalated at an annual rate of 5.0% through 1995. This category includes items purchased under annual supply contracts which are used for maintaining the terminal facilities. The 1995 projected cost per square foot is \$1.13.

"Repairs and Maintenance" expense projection for 1995 of \$824,000 is based on an actual 1988 cost per square foot of \$0.62. The 1988 actual rate was escalated at an annual rate of 5.0%. It is assumed that the new International Terminal would require less maintenance initially than the Interim International Terminal. Therefore, projected expenditures for 1995 have been reduced by 20.0%. The 1995 cost per square foot is projected at \$.71.

"Professional Services" expenses are projected for 1995 at \$749,000 based on actual 1988 rate of \$0.46 per square foot. The 1988 cost per square foot has been escalated at an annual rate of 5.0%. The 1995 cost is projected at \$.65 per square foot.

"Heating and Refrigeration" (H. & R.) expenses are projected for 1995 at \$10.0 Million and are based on the New International Terminal's pro rata share of total

terminal square footage in 1995, which is approximately 23.5%. On a per square foot basis, H. & R. plant operations expenses are projected to equal \$8.64 in 1995.

"Administrative and Indirect" expenses are projected for 1995 at approximately \$14.1 Million and are based on the 1988 actual direct to indirect cost ratio of 2.06 to 1.00. The cost per square foot escalated to 1995 dollars is \$12.22.

The total projected 1995 operations and maintenance expenses will equal approximately \$43.2 Million or \$37.39 per square foot.

2. Non-Airline Revenues.

The non-airline revenue projections for the International Terminal Area C.R.C. are shown in Table IV-2 (see page 12523 of this Journal). These projections were developed primarily from a historical analysis of actual revenue per passenger performance and applied to the projected level of passengers in the Interim International Terminal through June 1993 and in the New International Terminal thereafter.

The major portion of non-airline revenues are concession revenues. The New International Terminal will have a much larger area devoted to concessions than in the Interim International Terminal and the New International Terminal is being designed to locate the concessions to better serve passengers.

"Food and Drink" revenue projection for 1995 of approximately \$1.2 Million is based on a 1989 estimate of \$385,000. Actual 1988 revenues amounted to \$345,000. The projections were developed by using a growth rate equal to the annual increase in total passengers plus an annual inflation rate of 5.0%.

"News and Gifts" revenue projection for 1995 of \$898,000 is based on a 1989 estimate of \$174,000. Actual 1988 revenues totaled \$148,000. The projections were developed by using a growth rate equal to one-half of the annual increase in enplaned passengers plus an annual inflation rate of 5.0% through the first half of 1993. Beginning July 1, 1993, the growth rate is assumed to equal the annual increase in enplaned passengers plus a 5.0% inflation rate.

"Duty Free" revenue projection for 1995 of approximately \$2.3 Million is based on a 1989 estimate of \$528,000. The projections were developed by using an average annual compound growth rate equal to 27.5% which includes an annual inflation rate of 5.0%.

"Currency Exchange" revenue projection for 1995 of \$805,000 is based on a 1989 estimate of \$186,000. The projections were determined by using an average annual compound growth rate equal to 27.5% which includes an annual inflation rate of 5.0%.

"Other Concessions" revenue projections for 1995 of \$526,000 is based on a 1989 estimate of \$375,000. The projections were determined by using a growth rate equal to one-half of the annual projected increase in enplaned passengers plus an annual inflation rate of 5.0% through the first half of 1993. Beginning July 1, 1993, the growth rate is assumed to equal the annual increase in projected enplaned passengers plus a 5.0% rate of inflation. The advertising revenue projection of \$435,000 is also included in other concessions and is based on a 1989 estimate of \$69,000. This projection was also determined by using a growth rate equal to one-half of the annual increase in enplaned passengers plus an annual inflation rate of 5.0% through the first half of 1993. Beginning July 1, 1993, the growth rate is assumed to equal the annual increase in enplaned passengers plus a 5.0% inflation rate.

"Interest Income" revenue projection for 1995 of \$770,000 is based upon a 1989 estimate of \$660,000. The 1995 interest income projection represents the International Terminal Area C.R.C. share of unrestricted interest earnings escalated at an annual rate of 2.6%. This category does not include interest income on any S.R.B. funds. That income is used to reduce S.R.B. debt service obligations.

"C.I.C.A. Tec/Ground Handlers" revenue projection for 1995 of \$8,627,570 is based on the City's plan to lease space to C.I.C.A. Tec and Ground Handlers at rates consistent with rental rates charged to airlines leasing exclusive use space through 2018.

3. G.A.R.B. Debt Service.

In accordance with the 1983 Airport Use Agreement, the International Terminal Area C.R.C. is responsible for its share of debt service for outstanding G.A.R.B.s. In addition to that portion of the New International Terminal project that will be funded with G.A.R.B.s (as described in the previous section), other O.D.P. projects funded through G.A.R.B.s which impact the International Terminal Area C.R.C. include the expansion of the H. and R. plant, the relocation of the cargo facilities and improvements to the roadway systems. In 1989, approximately \$3.7 Million in annual G.A.R.B. debt service is allocated to the International Terminal Area C.R.C. In 1995, when the O.D.P. is completed, the G.A.R.B. debt service will increase to approximately \$4.2 Million. Debt service figures are summarized on Table IV-3 (see page 12524 of this Journal).

4. Special Revenue Bond Debt Service.

Debt service costs attributable to the S.R.B. have been projected based on the funding requirements described previously. Based on the total project cost to be funded with S.R.B. of approximately \$363.3 Million, a S.R.B. size of \$473.8 Million is estimated to be required which includes all capitalized interest and reserve requirements. The

financing assumes a single issue with a 28 year term, 8.0% interest rate, a construction period of 37 months, and capitalized interest funding through the construction period. The annual debt service requirement, beginning in 1995, is projected at \$45.7 Million.

The debt service coverage requirements for the S.R.B. include a coverage requirement deposit of 25% of debt service which is shown in Table IV-4 (see page 12525 of this Journal). This is a rolling coverage requirement.

5. Fund Deposit Requirements Required By 1983 Airport Use Agreement.

Based on the provisions of the 1983 Airport Use Agreement, a portion of the annual deposits required under that agreement are allocated to the International Terminal Area C.R.C., based on its pro rata share of expenses. The fund deposits are estimated at \$478,000 in 1989, increasing to \$1,213,000 in 1995 as shown in Table IV-5 (see page 12526 of this Journal).

6. Net Airline Requirements.

In order to meet the requirements of both the 1983 Airport Use Agreement and the International Terminal Use Agreement, the International Terminal Airline Parties are required to pay fees and charges that, when combined with non-airline revenue, will be sufficient to pay all G.A.R.B. and S.R.B. debt service, O. & M. expenses and fund deposit requirements. The estimated net airline requirements are provided in Table IV-6 and Table IV-7 (see pages 12527 and 12528 of this Journal).

D. Rates And Charges Analysis.

1. Discussion of the New International Terminal Cost Centers.

In accordance with the International Terminal Use Agreement, the International Terminal will be divided into the following Cost Centers:

Exclusive Use;

Enplaned Common Use;

Deplaned Common Use;

Equipment.

The Exclusive Use Cost Center includes those areas and facilities in the New International Terminal which are leased to an International Terminal Airline Party for its exclusive occupancy and use. The areas and facilities comprising the Exclusive Use Cost Center include but are not limited to ticket counter, airline ticket office, airline administration, ground handler administration, V.I.P. lounge, airline operations and maintenance storage, recheck lobby and office, and baggage handling.

The Enplaned Common Use Cost Center includes those areas and facilities of the New International Terminal which will be used by the International Terminal Airline Parties for the purpose of accommodating all enplaned passengers. The areas and facilities comprising the Enplaned Common Use Cost Center include but are not limited to holdrooms (allocable share) based on passenger usage, ticket lobby, holdroom corridors, baggage handling, non-airline communication (allocable share), airline communication (allocable share) and airline equipment areas.

The Deplaned Common Use Cost Center includes those areas and facilities of the New International Terminal which will be used by the International Terminal Airline Parties for the purpose of accommodating deplaned passengers. The areas and facilities comprising the Deplaned Common Use Cost Center include but are not limited to holdrooms (allocable share), holdroom corridor (allocable share), non-airline communication (allocable share), Immigration and Naturalization Service primary inspection, international bag claim, Federal Inspection Service command center, Immigration and Naturalization Service secondary inspection, U. S. Custom Service inspection, green corridor, Animal and Plant Health Inspection Service Office and Immigration and Naturalization Service office, F.I.S. corridor, meeters and greeters lobby, airline equipment area and domestic baggage claim.

The Equipment Cost Center includes various types of ground equipment, buses, fueling system, and tenant improvements required for the handling and servicing of passengers, baggage, aircraft and flight operations. Specifically the Equipment Cost Center includes:

The Gate Area Equipment:

Passenger Loading Bridges

Preconditioned Air System

Ground Power (400 Hertz) System

Aircraft Docking System (Accupark)

Potable Water System

Glycol System

Triturator

The Baggage Handling System:

Outbound Baggage System

Outbound Odd Size Baggage Conveyor and Lift

Outbound Late Baggage System

Inbound Baggage System

Inbound Baggage Conveyor and Lift

Inbound Odd Sized Baggage Lift

Recheck Transfer Baggage System

Other Equipment:

Communications Systems

Battery Chargers

Uninterruptable Power Supply

F.I.S. Bus System

Individual Tenant Improvements

Passenger Screening

Other International Terminal Equipment

Fueling Improvements:

Hydrant Fueling

2. Estimated 1995 New International Terminal Rates.

The International Terminal Use Agreement describes the methodology used to calculate the rentals, fees and charges that are to be collected from the International Terminal Airline Parties in order for the International Terminal Area C.R.C. to operate on a break-even basis. The methodology allocates the net cost of operating, maintaining and developing the International Terminal Area C.R.C. among all of the International Terminal Airline Parties.

Within the four cost centers previously described, the International Terminal Airline Parties were divided into three categories:

Airlines with lease terms ending in 2018,

Airlines with lease terms ending in 2008, and

Airlines with month-to-month lease terms.

For the purpose of projecting rentals, fees and charges, it was assumed that (60%) of the passengers will be serviced by signatories to the 2018 Agreement, (30%) by signatories to the 2008 Agreement and the remaining (10%) of passengers by airlines signing month-to-month agreements.

Table IV-6 (see page 12527 of this Journal) illustrates the net International Terminal Area C.R.C. airline requirement for 1995 for each cost center. The net airline requirement is determined by allocating the Operations and Maintenance Expenses, G.A.R.B. debt service, Terminal Support Area Deficit or Surplus, and Non-Airline Revenues of the International Terminal Area. These expenses and revenues are allocated based upon the relative number of square feet for each cost center (excluding the equipment cost center) and are adjusted to reflect passenger usage within each cost center.

Table IV-7 (see page 12528 of this Journal) illustrates the net airline requirement for 1995 associated with the S.R.B. debt service. The debt service is allocated to each cost center based upon actual expenditures made in each cost center and adjusted to reflect passenger usage.

Based upon the methodology described above, Table IV-8 (see page 12529 of this Journal) illustrates the terminal rental rates on a per square foot basis for each available lease, while Tables IV-9 and IV-10 (see pages 12530 and 12531 of this Journal) present the enplaned and deplaned per passenger charges by lease term.

The terminal rental rates for the International Terminal Airline Parties with leases through 2008 are 25% higher than the rates for airlines with leases through 2018; the rates for airlines with month-to-month agreements are 35% higher than the rate of airlines with agreements through 2008.

The enplaned and deplaned per passenger rates for International Terminal Airline Parties with leases through 2008 are 25% higher than the rates for International Terminal Airline Parties with leases through 2018; the rates for International Terminal Airline Parties with month-to-month agreements are 35% higher than the average of the rate for International Terminal Airline Parties with agreements through 2008 and the International Terminal Airline Parties through 2018.

Under the terms of the International Terminal Use Agreement, charges for the Equipment Cost Center are allocated to the International Terminal Airline Parties based on total passengers regardless of lease term. However, based on a separate agreement among the International Terminal Airline Parties, these costs may be reallocated. Pursuant to the International Terminal Use Agreement, International Terminal Airline Parties are obligated to pay equipment charges based on a rate per passenger which in 1995 is projected at \$1.16 per passenger.

The International Terminal Use Agreement also provides for the payment of "Replacement Fees". Replacement Fees become payable if and when an International Terminal Airline Party(s) moves its international operations to an F.I.S. facility, if any, other than the F.I.S. in the New International Terminal causing passenger traffic to drop by at least 10% in the New International Terminal. The International Terminal Airline Party(s) departing from the New International Terminal are liable for the Replacement Fees in an amount that, generally, insures that rates are no higher for remaining International Terminal Airline Parties than if traffic had dropped off by only 10%. The Replacement Fees realized will be applied to S.R.B. debt service. Since there are no plans for construction of an additional F.I.S. facility in the period 1990 to 1995, no Replacement Fees were calculated or projected.

3. Projected Airline Costs At O'Hare.

To avoid any misinterpretation of the cost projections presented in this section, it is necessary to understand that the costs per passenger for a separate terminal building dedicated to international service, such as the proposed New International Terminal, are different from and materially higher than cost per passenger for airports in their entirety. There are several reasons for this discrepancy which render comparison of these projections with passenger cost projections for domestic airports or domestic terminals inappropriate. These factors include:

International Terminals have unique traffic patterns which generally result in lower overall levels of utilization than comparably sized domestic terminals. Peak passenger and aircraft levels tend to be more pronounced with periods of low activity occurring more frequently with international traffic since schedules are dependent upon fitting arrival and departure times into desirable travel periods (time windows) at origins and destinations which are separated by time zone differences of several hours. The Airport experiences a very pronounced peak in the late afternoon/early evening period due to the time windows between Chicago and European destinations and the heavy concentration of transatlantic traffic processed at the Airport. As a consequence of these traffic patterns, gates and other terminal functions are intensely utilized during this 3 to 4 hour period and underutilized during the balance of the day increasing average per passenger costs. The fact that international activity is seasonal as well, amplifies the impact of this peaking phenomenon.

International Terminals include large functional areas for customs clearance, immigration service and baggage re-check which do not occur in domestic airports or terminals adding significant capital and operating costs. For instance, the F.I.S. function does not occur in domestic airports or domestic terminals. In addition, international traffic imposes special security and police requirements which increase manpower and necessitate added equipment and floor space increasing both capital and operating costs.

The average per passenger cost projections presented herein are useful in ascertaining the relative cost position of the New International Terminal only when compared with the costs of similar international terminals or international airports.

The costs of processing international passengers at the Airport (excluding landing fees, fueling charges and aircraft services) vary depending upon the mode of operation and contractual arrangements of each airline. Three general categories of operation can be defined as follows:

Group I -- Airlines (primarily foreign flag) which both enplane and deplane passengers through the international terminal building.

Group II -- Domestic airlines which enplane international passengers through their exclusive facilities in the domestic terminals and deplane international passengers through the international terminal.

Group III -- Foreign flag airlines which enplane international passengers through the domestic terminals under handling agreements with domestic carriers and deplane passengers through the international terminal.

To approximate the total average cost per international passenger at the Airport the costs for each group must be projected and weighted by passenger volume. Table IV-11 (see page 12532 of this Journal) presents estimates of the average cost for each group and the weighted average for the Airport under three conditions as follows: projected 1989; projected 1995 without the New International Terminal; and projected 1995 with the New International Terminal. Note that under the assumptions used in this analysis no Group III activity will occur at the Airport following completion of the New International Terminal. Each of these conditions is discussed in the paragraphs which follow:

Projected 1989 Cost Per International Passenger -- The average cost of processing an international passenger at the Airport in 1989 is projected to range from a low of \$7.25 for Group I airlines to a high of \$8.88 for Group III airlines with Group II airlines' average cost being approximately \$7.08. On a weighted average basis the 1989 cost per international passenger at the Airport is estimated to be \$7.28.

Projected 1995 Cost Per International Passenger With The New International Terminal -- The projected average cost of processing an international passenger through the New International Terminal during 1995 ranges from a low of \$13.25 for Group II airlines to a high of \$17.13 for Group I airlines, with the projected weighted average cost being approximately \$13.96.

Projected 1995 Cost Per International Passenger Without The New International Terminal -- A comparison of projected average 1995 per passenger cost of the New International Terminal to a projected average 1995 per passenger cost of continuing operations in the Interim International Terminal suggest that cost in the New International Terminal will average \$.85 higher than those in the Interim International Terminal (\$13.36 compared to \$12.51). This assumes the Interim International Terminal would undergo expansion to accommodate the increased demand including renovation of the F.I.S. facility, an increase in the international hardstand area, and purchase of additional F.I.S. buses. Although in 1995 the projected average cost per passenger for the New International Terminal is higher, the New International Terminal offers a more efficient operation to meet the forecast traffic in 1995 and beyond while providing high levels of passenger services. The Interim International Terminal, which was originally designed as a parking garage and intended only as an interim solution to the Airport's international terminal needs, has already exceeded its design capacity. Even with the expansion and renovation required to meet the 1995 forecast, the facility would substantially restrict the Airport's ability to effectively compete and expand its international market share.

The New International Terminal as designed will have 20 adjacent gates thus substantially reducing the need to operate a highly inefficient, inconvenient and costly busing of passengers. The operating inefficiency of the Interim International Terminal and busing operation are projected to continue to place upward pressure on operating costs.

The per passenger costs of operating within the Interim International Terminal are expected over time to exceed the cost per passenger of operating in the New International Terminal for the following reason:

Passenger growth will be substantially constrained within the Interim International Terminal. It is anticipated that even the expansion and renovation, the Interim International Terminal would be unable to meet demand beyond 1995. Therefore, as costs grow, there will be no increase in passengers over which to spread these costs; and

The cost associated with repairs, maintenance and renovation of an aging facility will increase the facilities operations and maintenance expenses while the repair, maintenance and renovation within the New International Terminal will remain reasonably fixed for a period of time.

4. Comparison Of Airline Costs.

It is extremely difficult to accurately define international passenger costs at major airport locations making direct comparisons impractical. Differences exist between and among airports in facility configurations (exclusive airline terminals, jointly used terminals, combination/domestic international terminals, etc.) the services provided by the airport, the accounting methods used, the types of airport/airline agreements, direct passenger fees (i.e., security charges), the extent of subsidization by the country (i.e., police and security functions), the degree of cross subsidization by the airport (domestic fees used to subsidize international costs), the airport's climatic conditions (i.e., the degree of snow removal), aircraft enroute fees, aircraft handling charges (either provided by the airport or controlled by the airport through agreements), the current circumstances relative to the Airport's capital development program, the level of international exchange rates and cost of living differences between locations.

Landrum & Brown has conducted a study, in conjunction with a big six accounting firm that compared international terminal facility costs on a per international passenger basis for the International Arrivals Buildings (I.A.B.) at the J. F. Kennedy International Airport in New York; the Interim International Terminal at the Airport; the Bradley facility at Los Angeles International Airport; the International Terminal facilities at Schipol Airport in Amsterdam, Holland; and the DeGaulle Airport in Paris, France. The data was collected, compared and adjusted for the types of airport services provided, the climates encountered, accounting system differences, the extent of subsidization, the types of airport/airline use agreements in place, aircraft enroute fees, aircraft handling charges, currency exchange rates and cost of living differences. Based upon this study, the total airline fees charged by these international airports ranged from \$4 to \$12 per international passenger in calendar year 1987.

Landrum & Brown projects, in this study, that the weighted average total cost per passenger at the New International Terminal including airfield costs should

approximate \$18.20 in 1995. In 1987 dollars, this cost would be \$12.31 adjusted for inflation and is within the range of airport costs per passenger encountered in the 1987 study. Furthermore, consideration must be given to the state of the capital development programs at the individual international airports. For example, The Port Authority of New York and New Jersey has announced plans for a major capital development program for the J. F. Kennedy Airport's I.A.B. facility that could materially increase the airline's costs per passenger as the new facilities come on line in the 1990's. The Bradley facility in Los Angeles will also require significant expansion which will increase the costs per international passenger at that facility when the capital program is implemented.

Summary.

The Interim International Terminal facility was opened in 1985 as a temporary terminal until a permanent New International Terminal could be constructed. This interim terminal was designed as a temporary facility and as such offers a less than ideal range of passenger services. The 330,000 square foot facility has an all remote aircraft parking operation, and is located in the lower level of the Airport's parking structure. An extremely uncumbersome and efficient bus operation is required to transport passengers and flight crews between the interim terminal, and a remote aircraft parking location approximately two miles away.

The Interim International Terminal is simply not capable of handling international traffic levels as forecast through 1995. At peak times, existing customs and immigration facilities are severely taxed, and the maximum processing time allowable by the U.S. F.I.S. is exceeded. The need to expand an already expensive bus service to meet demand would raise operating costs significantly while still consigning the international passenger at the Airport to use an increasingly over-burdened 5 to 10 year old "temporary" facility.

The New International Terminal is designed to serve the forecast activity of international traffic levels in the Chicago Region. This 1,156,646 square foot facility is designed with 20 adjacent gates, and 5 remote hardstand gates. Utilization and passenger flow analysis for this facility are not comparable to most other international facilities of similar size. The location of the Airport in the middle of the continental United States creates a relatively small window of optimal arrival and departure times when factoring in travel times to top destinations, and preferred arrival times. Facilities on either coast tend to have multiple peaks during a 24-hour day, and therefore can report higher utilization rates.

(Continued on page 12533)

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TABLE I-1
PRIMARY AIR TRADE AREA
CHICAGO O'HARE INTERNATIONAL AIRPORT

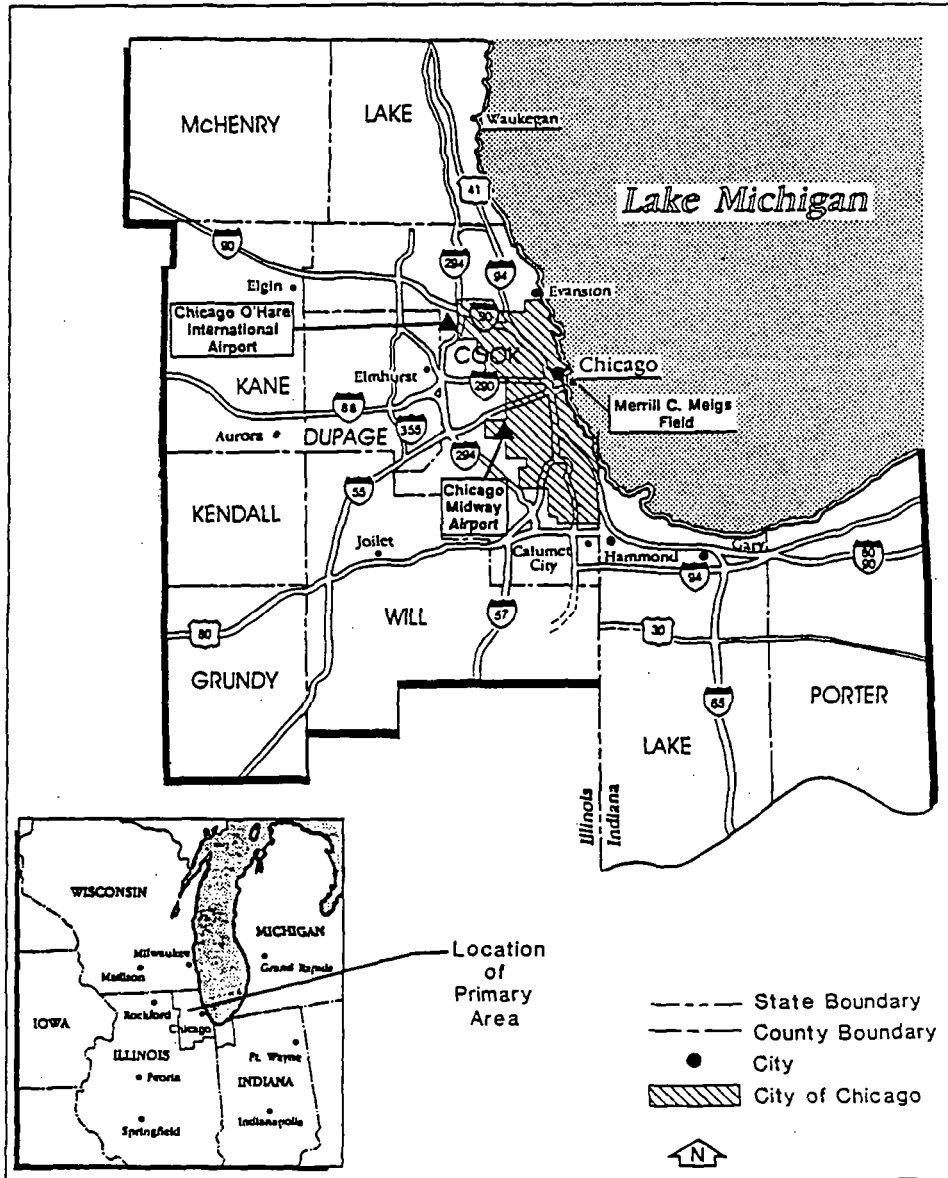
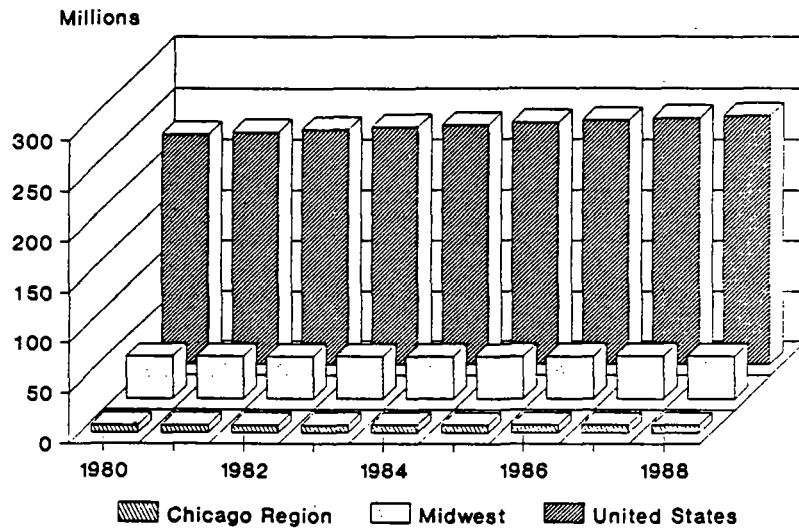


TABLE I-2
POPULATION BY REGION



POPULATION

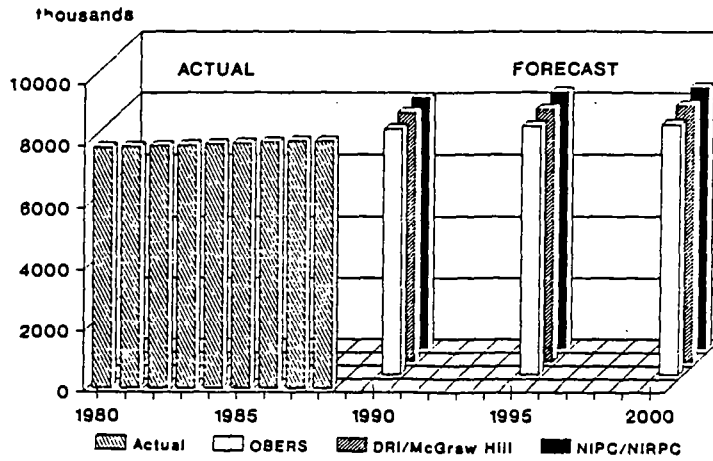
Year	Chicago Region (1)		Midwest (2)		United States	
	Total	Percent Change From Prior Year	Total	Percent Change From Prior Year	Total	Percent Change From Prior Year
1980	7,823,000		41,684,000		227,866,000	
1981	7,849,000	0.33%	41,688,000	0.01%	230,281,000	1.06%
1982	7,871,000	0.28%	41,597,000	-0.22%	232,646,000	1.03%
1983	7,896,000	0.32%	41,530,000	-0.16%	234,921,000	0.98%
1984	7,935,000	0.49%	41,592,000	0.15%	237,144,000	0.95%
1985	7,960,000	0.32%	41,664,000	0.17%	239,418,000	0.96%
1986	7,996,000	0.45%	41,761,000	0.23%	241,745,000	0.97%
1987	8,025,000	0.36%	41,962,000	0.48%	244,039,000	0.95%
1988	8,025,000	0.00%	42,166,000	0.49%	246,267,000	0.91%
Annual Average Compound Growth Rate 1980 Through 1988	0.32%		0.14%		0.98%	

Source: DRI/McGraw Hill, Regional Economics Database, U.S. Department of Commerce Data.

(1) Chicago Region includes Chicago, Lake, Aurora, Joliet, and Gary-Hammond PMSAs.

(2) Midwest Region includes the states of Illinois, Indiana, Michigan, Ohio and Wisconsin.

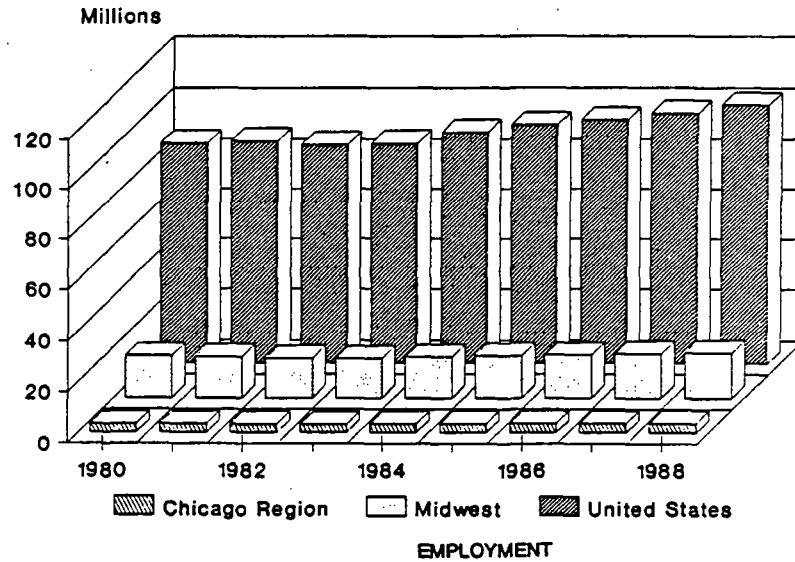
TABLE I-3
CHICAGO REGION
POPULATION FORECASTS



Date of Forecast	POPULATION FORECASTS					TOTAL
	Actual (1)	OBERS (2)	DRI/McGraw Hill (3)	NIPC/NIRPC (4)		
				Winter 1988	May 1988	
		1985	1988	1988	1988	
1980	7,823,000					
1981	7,849,000					
1982	7,871,000					
1983	7,898,000					
1984	7,935,000					
1985	7,960,000					
1986	7,998,000					
1987	8,025,000					
1988	8,025,000					
1990		7,979,800	8,075,000	7,520,275	818,180	8,138,455
1995		8,086,300	8,187,000	7,693,942	813,130	8,307,072
2000		8,133,200	8,318,000	7,859,538	807,570	8,467,108
20 Year Actual Growth (1980 to 2000)		310,200	493,000			644,106
20 Year Percent Change (1980 to 2000)		3.97%	6.30%			8.23%
Historical Annual Average Compound Growth Rate 1980 Through 1988		0.32%				
Forecast Annual Average Compound Growth Rate 1988 Through 2000		0.11%	0.30%			0.45%

Sources:
 (1) DRI/McGraw Hill, Regional Economic Database, U.S. Department of Commerce Data.
 (2) U.S. Department of Commerce, Office of Business Economic Research Service - "1985 OBERS Regional Projections - Metropolitan Statistical Area Projections to 2035".
 (3) DRI/McGraw Hill - Winter 1988 Long-Term Regional Forecast.
 (4) Northeastern Illinois Planning Commission Data Bulletin 66-1, "Population, Households and Employment in Northeastern Illinois 1980 to 2010".
 1988 Northeastern Indiana Regional Planning Commission - "Population Projections - 1990-2020".

TABLE I-
EMPLOYMENT BY REGION (1)



Year	Chicago Region (2)		Midwest (3)		United States	
	Total	Percent Change From Prior Year	Total	Percent Change From Prior Year	Total	Percent Change From Prior Year
1980	3,490,496		16,379,275		87,551,000	
1981	3,430,671	-1.71%	16,130,942	-1.52%	88,387,000	0.95%
1982	3,313,548	-3.41%	15,488,659	-3.98%	86,830,000	-1.76%
1983	3,287,435	-0.79%	15,423,160	-0.42%	87,415,000	0.67%
1984	3,429,563	4.32%	16,062,458	4.15%	91,680,000	4.88%
1985	3,545,907	3.39%	16,511,118	2.79%	94,640,000	3.23%
1986	3,571,012	0.71%	16,828,981	1.93%	96,625,000	2.10%
1987	3,655,877	2.38%	17,301,080	2.81%	99,252,000	2.72%
1988	3,759,760	2.84%	17,763,742	2.67%	102,607,000	3.38%
Annual Average Compound Growth Rate 1980 Through 1988						
	0.93%		1.02%		2.00%	

Source: DRI/McGraw Hill, Regional Economics Database, U.S. Department of Commerce Data.

(1) Includes farm and federal government employment.

(2) Chicago Region includes Chicago, Lake, Aurora, Joliet and Gary-Hammond PMSAs.

(3) Midwest Region includes the states of Illinois, Indiana, Michigan, Ohio and Wisconsin.

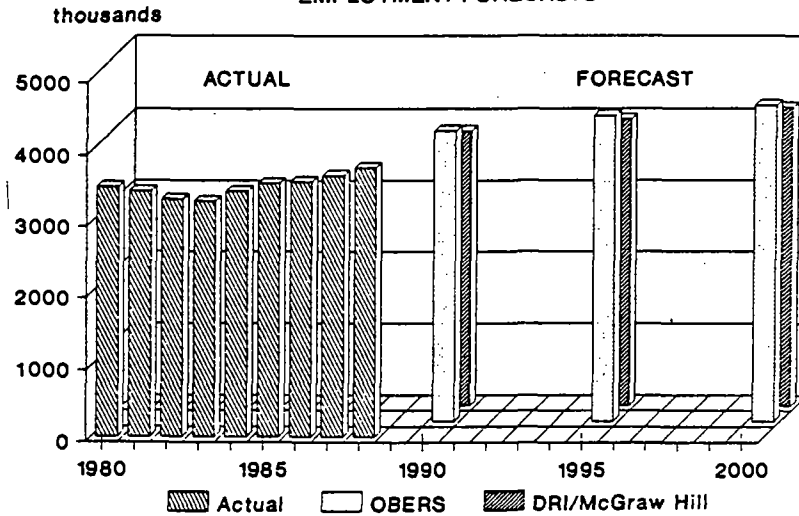
TABLE I-5
EMPLOYMENT BY TYPE (1)
1980, 1988

EMPLOYEES

Industry Group	Chicago Region (2)				Midwest (3)				United States			
	1980		1988		1980		1988		1980		1988	
	Number	Percentage of Total	Number	Percentage of Total	Number	Percentage of Total	Number	Percentage of Total	Number	Percentage of Total	Number	Percentage of Total
Services	699,623	20.48%	963,931	25.92%	3,102,005	18.94%	4,121,117	23.20%	17,890,000	20.43%	25,599,000	24.95%
Wholesale and Retail Trade	812,695	23.78%	948,708	25.51%	3,736,350	22.81%	4,348,767	24.48%	20,310,000	23.20%	25,137,000	24.50%
Manufacturing	926,119	27.10%	722,979	19.44%	4,686,585	28.61%	4,204,189	23.67%	20,287,000	23.17%	19,404,000	18.91%
Government	384,351	11.25%	390,338	10.50%	2,399,964	14.65%	2,397,528	13.50%	13,376,000	15.28%	14,401,000	14.04%
Finance, Insurance and Real Estate	240,448	7.04%	297,683	8.00%	870,167	5.31%	1,039,199	5.85%	5,161,000	5.89%	6,676,000	6.51%
Transportation and Public Utilities	213,557	6.25%	228,420	6.14%	858,952	5.24%	888,637	5.00%	5,147,000	5.88%	5,547,000	5.41%
Construction	135,348	3.96%	163,690	4.40%	637,766	3.89%	702,756	3.96%	4,353,000	4.97%	5,122,000	4.99%
Mining	4,818	0.14%	3,372	0.09%	67,486	0.53%	61,549	0.35%	1,027,000	1.17%	721,000	0.70%
TOTALS	3,416,959	100.00%	3,719,121	100.00%	16,379,275	100.00%	17,763,742	100.00%	87,551,000	100.00%	102,607,000	100.00%

Source: DUMMcGraw Hill, Regional Economic Database, U.S. Department of Commerce Data.
 (1) Does not include farm and federal government employment.
 (2) Chicago Region includes Chicago, Lake, Aurora, Joliet and Gary-Hammond I.M.C.A.
 (3) Midwest Region includes the states of Illinois, Indiana, Michigan, Ohio and Wisconsin.

TABLE I-6
CHICAGO REGION
EMPLOYMENT FORECASTS

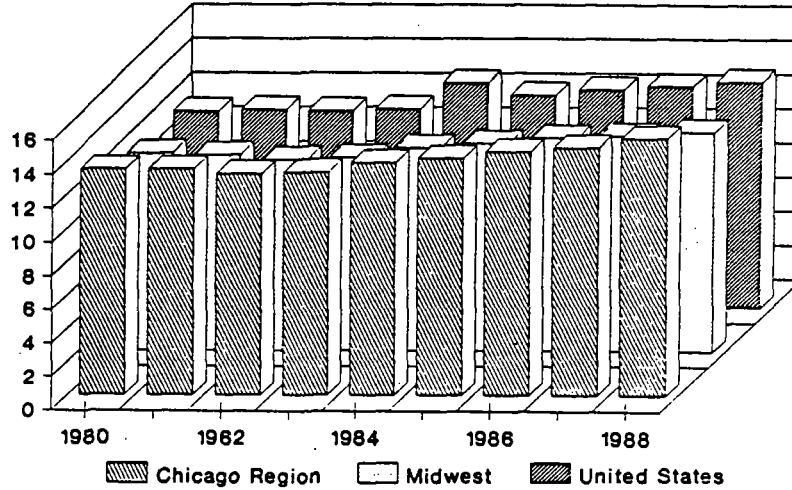


Date of Forecast	EMPLOYMENT FORECASTS		
	Actual (1)	OBERS (2)	DRI/McGraw Hill (3)
		1985	Winter 1988
1980	3,490,496		
1981	3,430,671		
1982	3,313,548		
1983	3,287,435		
1984	3,429,563		
1985	3,545,907		
1986	3,571,012		
1987	3,655,877		
1988	3,759,760		
1990		4,053,800	3,839,542
1995		4,261,800	3,999,278
2000		4,409,300	4,164,367
20 Year Projected Growth (1980 to 2000)		918,804	673,871
20 Year Percent Change (1980 to 2000)		26.3%	19.3%
Historical Annual Average Compound Growth Rate 1980 Through 1988	0.9%		
Forecast Annual Average Compound Growth Rate 1988 Through 2000		1.3%	0.9%

Sources:
 (1) DRI/McGraw Hill, Regional Economic Database, U.S. Department of Commerce Data.
 (2) U.S. Department of Commerce, Office of Business Economic Research Service -
 1985 OBERS Regional Projections - Metropolitan Statistical Area Projections to 2035.
 (3) DRI/McGraw Hill - Winter 1988 Long-Term Regional Forecast.

TABLE I-7
INCOME STATISTICS

Per Capita Income - 000's



INCOME

Year	Chicago Region (1)		Midwest (2)		United States	
	Total Personal Income (000s Omitted)	Per Capita Income	Total Personal Income (000s Omitted)	Per Capita Income	Total Personal Income (000s Omitted)	Per Capita Income
1980	\$104,727,000	\$13,387	\$485,363,000	\$11,644	\$2,607,300,000	\$11,442
1981	105,073,000	13,387	481,899,000	11,560	2,663,917,000	11,568
1982	103,280,000	13,122	469,861,000	11,296	2,671,375,000	11,483
1983	104,327,000	13,213	473,787,000	11,408	2,726,396,000	11,606
1984	109,170,000	13,758	499,066,000	11,999	2,877,550,000	13,134
1985	111,677,000	14,030	510,935,000	12,263	2,978,892,000	12,442
1986	115,493,000	14,444	526,479,000	12,607	3,087,820,000	12,773
1987	117,717,000	14,669	533,472,000	12,713	3,163,463,000	12,963
1988	122,213,000	15,229	546,816,000	12,968	3,263,795,000	13,253

Annual Average Compound Growth Rate						
1980 Through 1988	1.95%	1.62%	1.50%	1.36%	2.53%	1.85%

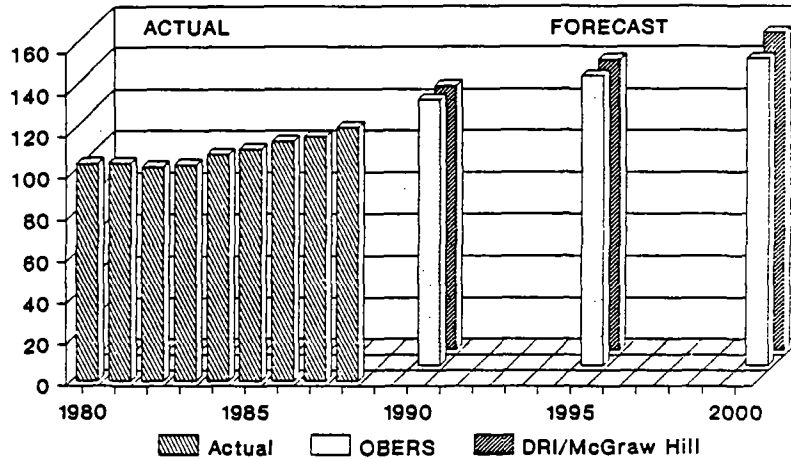
Source: DRI/McGraw Hill, Regional Economics Database, U.S. Department of Commerce Data.

(1) Chicago Region includes Chicago, Lake, Aurora, Joliet and Gary-Hammond PMSAs.

(2) Midwest Region includes Illinois, Indiana, Michigan, Ohio and Wisconsin.

TABLE I-8
CHICAGO REGION
INCOME FORECASTS

billions of 1982 constant \$



Date of Forecast	TOTAL PERSONAL INCOME FORECASTS			PER CAPITA INCOME
	Actual (000s)	OBERS (1)(2) (000s)	DRI/McGraw Hill (1)(3) (000s)	DRI/McGraw Hill (1)(3)
		1985	Winter 1988	
1980	\$104,727,000			\$13,387
1981	105,073,000			13,387
1982	103,280,000			13,122
1983	104,327,000			13,213
1984	109,170,000			13,758
1985	111,677,000			14,030
1986	115,493,000			14,444
1987	117,717,000			14,669
1988	122,213,000			15,229
1990		127,590,340	126,721,000	15,693
1995		138,951,976	139,117,000	16,992
2000		147,151,764	152,216,000	18,304
Projected Growth (1980 to 2000)		42,424,764	47,489,000	4,917
Percent Change (1980 to 2000)		40.5%	45.3%	36.73%
Historical Average Annual Compound Growth Rate 1980 Through 1988	1.95%			1.62%
Forecast Annual Compound Growth Rate 1988 Through 2000		1.56%	1.85%	1.54%

Sources:
 (1) Thousands of dollars - 1982 constant \$.
 (2) U.S. Department of Commerce, Office of Business Economic Research Service -
 1985 OBERS Regional Projections - Metropolitan Statistical Area Projections to 2005.
 (3) DRI/McGraw Hill - Winter 1988 Long-Term Regional Forecast.

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TABLE 1-9
**THE LARGEST FORTUNE 500 NON-INDUSTRIAL CORPORATIONS
 HEADQUARTERED IN THE CHICAGO REGION**

<u>Service Company Type</u>	<u>1988 Sales Volume/Assets (\$ Millions)</u>	<u>1988 Sales Volume/Assets Ranking Within Service Type</u>
U.S. TOP 100 DIVERSIFIED SERVICE COMPANIES		
Waste Management	3,565.6	19
Bally Manufacturing	1,867.3	44
ITEL	1,643.6	50
W.W. Grainger	1,535.5	56
Servicemaster	1,531.3	57
Ace Hardware	1,382.0	60
CBI Industries	1,375.7	61
Comdisco	1,326.0	62
United Stationers	856.0	100
U.S. TOP 100 COMMERCIAL BANKING COMPANIES		
First Chicago Corporation	44,432.0	12
Continental Bank Corporation	30,578.0	17
Harris Bankcorp	11,276.4	49
Northern Trust Corporation	9,903.9	57
U.S. TOP 50 DIVERSIFIED FINANCIAL COMPANIES		
Household International	21,032.4	16
Kemper	12,078.3	24
AON	8,266.0	31
Old Republic International	3,005.5	33
U.S. TOP 50 SAVINGS INSTITUTIONS		
Taiman Home Fed. S&L Association of Illinois	6,336.7	29
U.S. TOP 50 LIFE INSURANCE COMPANIES		
State Farm Life	9,590.2	19
Allstate Life	8,181.1	21
Continental Assurance	7,288.2	28
Kemper Investors Life	4,645.8	43
U.S. TOP 50 RETAILING COMPANIES		
Sears Roebuck	50,251.0	1
McDonald's	5,566.3	18
Walgreen	4,883.5	20
U.S. TOP 50 TRANSPORTATION COMPANIES		
UAL	9,014.6	2
Santa Fe Southern Pacific	4,934.9	10
CNW	995.5	24
Illinois Central Railroad	556.4	36
Trailer Train	515.4	38
Midway Airlines	412.0	40
U.S. TOP 50 UTILITIES		
American Information Technology	19,163.0	10
Commonwealth Edison	17,822.3	11

Source: U.S. Fortune, June 5, 1989.

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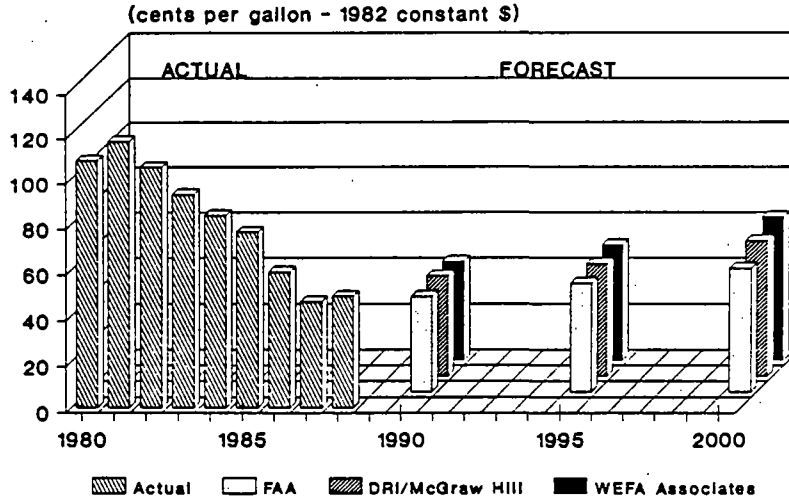
TABLE 1-10.
**15 LARGEST FORTUNE 500 INDUSTRIAL CORPORATIONS HEADQUARTERED
 IN THE CHICAGO REGION**

Corporation	1988 Sales Volume (\$ Thousands)	1988 Fortune 500 Sales Ranking	Type of Business
Amoco	\$21,150,000	12	Natural Resources
Sara Lee	10,423,800	36	Food Processing
Motorola	8,250,000	52	Electronics
Beatrice	7,505,000	57	Food Processing
Baxter International	6,861,000	64	Pharmaceuticals
Quaker Oats	5,329,800	88	Food Processing
Abbott Laboratories	4,937,000	94	Pharmaceuticals
Navistar International	4,080,200	113	Motor Vehicles/Parts
Inland Steel	4,068,000	116	Steel Production
Whitman	3,914,600	119	Food Processing
Stone Container	3,742,500	122	Forest Products
FMC	3,286,900	136	Chemical Production
Brunswick	3,282,000	137	Recreational Equipment
Borg-Warner	3,217,700	142	Motor Vehicles/Parts
R.R. Donnelly & Sons	2,878,400	149	Publishing, Printing

Source: *11S*Fortune, "The Fortune 500 Largest U.S. Industrial Corporations."

TABLE I-11
 CHICAGO O'HARE INTERNATIONAL AIRPORT
 JET FUEL PRICE FORECASTS

DRAFT: January 31, 1990

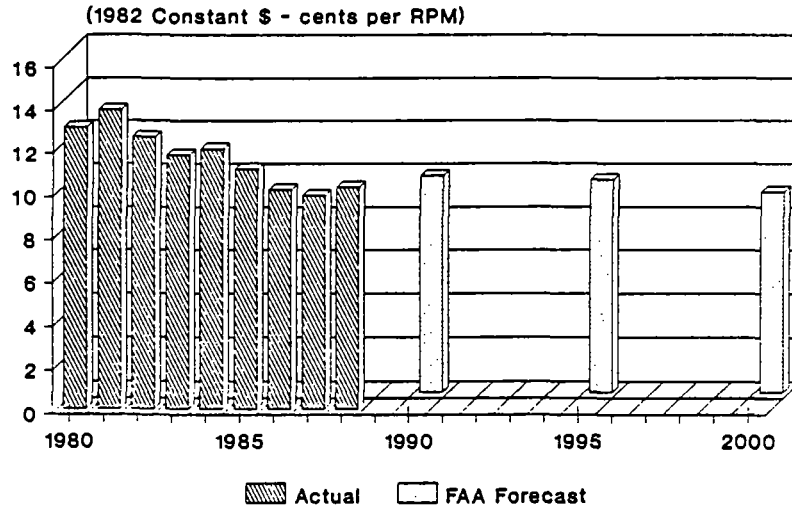


JET FUEL PRICE FORECASTS

	Actual	FAA (1)	DR/ McGraw Hill (2)	WEFA Associates (3)
	cents/gallon (4)	cents/gallon (4)	cents/gallon (4)	cents/gallon (4)
1980	108.1			
1981	116.6			
1982	105.2			
1983	93.2			
1984	83.9			
1985	76.5			
1986	59.2			
1987	46.2			
1988	48.6			
1990		41.6	43.7	43.1
1995		47.2	48.9	50.3
2000		53.9	59.1	62.7

Sources:
 (1) Department of Transportation, Federal Aviation Administration, "FAA Aviation Forecasts, Fiscal Years 1989-2000".
 (2) DRI/McGraw Hill - Data Resources Long Term U.S. Macroeconomic Forecast, Fall 1988.
 (3) WEFA Associates - The WEFA Group Long Term U.S. Macroeconomic Forecast, November 1988.
 (4) Expressed in 1982 constant \$.

TABLE I-12
**AVERAGE PASSENGER YIELD FORECASTS &
 AVERAGE REVENUE PER ENPLANED PASSENGER (1)
 TOTAL SYSTEM**



	Year	AVERAGE PASSENGER YIELDS (cents per revenue passenger mile)			AVERAGE REVENUE PER ENPLANED PASSENGER	
		Domestic (2)	International (2)	Total (2)	Domestic (3) (4)	International (3) (4)
Actual	1980	13.53	10.84	12.96	84.52	194.54
	1981	14.54	10.97	13.80	96.69	225.69
	1982	13.06	10.39	12.52	93.22	230.21
	1983	12.04	10.11	11.68	91.26	175.91
	1984	12.65	9.37	11.96	96.10	220.01
	1985	11.59	8.80	11.04	91.22	220.55
	1986	10.38	8.82	10.09	84.16	223.41
	1987	10.07	8.78	9.82	88.02	226.48
	1988	10.57	8.91	10.21	95.67	248.14
Forecast	1990	10.38	8.59	9.97		
	1995	10.23	8.33	9.78		
	2000	9.71	7.78	9.23		

Sources:
 (1) U.S. Carriers Only
 (2) U.S. Department of Transportation,
 FAA Aviation Forecasts, Fiscal Years 1989-2000, Mar. 1989 - in 1982 constant dollars.
 (3) U.S. Department of Transportation, Federal Aviation Administration
 Form 41 data.
 (4) In current dollars.

TABLE II-1
 CHICAGO-O'HARE INTERNATIONAL AIRPORT
 TOTAL INTERNATIONAL ACTIVITY
 1980 - OCTOBER 1989, 1989 (PROJECTED)

TOTAL INTERNATIONAL ACTIVITY (1)

Year	O'Hare Total International Passengers	% Change from Prior Year	O'Hare Total International Operations	% Change from Prior Year
1980	2,882,756		28,878	
1981	2,817,648	-2.3%	26,804	-7.2%
1982	2,657,123	-5.7%	27,283	1.8%
1983	2,890,144	8.8%	27,086	-0.7%
1984	3,286,369	13.7%	27,105	0.1%
1985	3,320,747	1.0%	27,431	1.2%
1986	3,658,994	10.2%	31,427	14.6%
1987	4,188,465	14.5%	34,164	8.7%
1988	4,245,025	1.4%	33,819	-1.0%
1989	4,401,385	3.7%	37,405	10.6%
Average Annual Compound Growth Rate				
1980 thru 1989	4.8%		2.9%	
1983 thru 1989	7.3%		4.4%	

Source:

(1) For the years 1980 through 1989, figures are based on Department of Aviation Management Records.

TABLE II-2

DRAFT: January 31, 1990

**CHICAGO-O'HARE INTERNATIONAL AIRPORT
TOTAL NON-CANADIAN INTERNATIONAL ENPLANEMENTS
1980 - AUGUST 1989, 1989 (PROJECTED)**

INTERNATIONAL ENPLANEMENTS (1)				
Year	Foreign Flag Carriers	U.S. Carriers	O'Hare Total Non-Canadian International	% Change of Total from Prior Year
1980	460,070	259,782	719,852	
1981	461,859	213,554	675,413	-6.2%
1982	437,548	223,190	660,738	-2.2%
1983	469,706	210,917	680,623	3.0%
1984	563,152	280,221	843,373	23.9%
1985	603,883	300,461	904,344	7.2%
1986	711,049	400,078	1,111,127	22.9%
1987	720,850	504,725	1,225,575	10.3%
1988	774,054	506,530	1,280,584	4.5%
Jan.-Aug. 1989	558,942	348,703	907,645	
(PROJECTION)				
1989	838,413	523,055	1,361,468	6.3%
Average Annual				
Compound Growth Rate:				
1980 thru 1988	6.7%	8.7%	7.5%	
1983 thru 1988	10.5%	19.2%	13.5%	

Source:

(1) For the years 1980 through August 1989, passenger figures are based on figures provided by the U.S. Immigration and Naturalization Service. Landrum & Brown projection for 1989 is based on a straight line extrapolation of the eight months of actual data.

DRAFT: January 31, 1990
 TABLE II-3
 CHICAGO-O'HARE INTERNATIONAL AIRPORT
 TOTAL NON-CANADIAN INTERNATIONAL DEPLANEMENTS
 1980 - AUGUST 1989, 1989 (PROJECTED)

INTERNATIONAL DEPLANEMENTS (1)				
Year	Foreign Flag Carriers	U.S. Carriers	O'Hare Total Non-Canadian International	% Change of Total from Prior Year
1980	523,010	347,294	870,304	
1981	525,301	302,630	827,931	-4.9%
1982	513,980	334,773	848,753	2.5%
1983	507,009	343,009	850,018	0.1%
1984	635,922	419,547	1,055,469	24.2%
1985	653,591	433,095	1,086,686	3.0%
1986	678,659	433,035	1,111,694	2.3%
1987	806,578	573,327	1,379,905	24.1%
1988	841,893	556,055	1,397,948	1.3%
Jan.-Aug. 1989	606,144	444,208	1,050,352	
(PROJECTION)				
1989	909,216	666,312	1,575,528	12.7%
Average Annual				
Compound Growth Rate:				
1980 thru 1988	6.1%	6.1%	6.1%	
1983 thru 1988	10.7%	10.1%	10.5%	

Source:

(1) For the years 1980 through August 1989, passenger figures are based on figures provided by the U.S. Immigration and Naturalization Service. Landrum & Brown projection for 1989 is based on a straight line extrapolation of the eight months of actual data.

TABLE II-4
 CHICAGO-O'HARE INTERNATIONAL AIRPORT
 TOTAL NON-CANADIAN INTERNATIONAL AIRCRAFT OPERATIONS
 1980 - OCTOBER 1989, 1989 (PROJECTED)

INTERNATIONAL OPERATIONS (1)				
Year	Foreign Flag Carriers	U.S. Carriers (2)	O'Hare Total Non-Canadian Operations	% Change of Total from Prior Year
1980	9,782	6,135	15,917	
1981	9,884	5,260	15,144	-4.9%
1982	9,847	6,265	16,112	6.4%
1983	9,482	6,702	16,184	0.4%
1984	9,030	6,980	16,010	-1.1%
1985	8,962	7,147	16,109	0.6%
1986	10,521	8,257	18,778	16.6%
1987	11,602	9,359	20,961	11.6%
1988	12,090	8,940	21,030	0.3%
Jan.-Oct. 1989	11,537	8,218	19,755	
(PROJECTION)				
1989	13,844	9,862	23,706	12.7%
Average Annual Compound Growth Rate				
1980 thru 1988	2.7%	4.8%	3.9%	
1983 thru 1988	5.0%	5.9%	5.6%	

Source:

(1) For the years 1980 through October 1989, passenger figures are based on Department of Aviation Management Records. Landrum & Brown projection for 1989 is based on a straight line extrapolation of the ten months of actual data.
 (2) Landrum & Brown projection for 1989 is based on a straight line extrapolation of the eight months of available actual data.

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TABLE II-5
**CHICAGO-O'HARE INTERNATIONAL AIRPORT
 NON-CANADIAN INTERNATIONAL ENPLANEMENTS
 RELATIVE TO TOTAL ENPLANEMENTS
 1980 - AUGUST 1989, 1989 (PROJECTED)**

Year	ENPLANEMENTS		
	O'Hare Total (1)(2)	O'Hare Total Non-Canadian International (2)(3)	Non-Canadian International % of O'Hare Total (2)(3)
1980	20,344,920	719,852	3.5%
1981	17,615,323	675,413	3.8%
1982	17,597,741	660,738	3.8%
1983	19,875,889	680,623	3.4%
1984	21,333,995	843,373	4.0%
1985	23,542,971	904,344	3.8%
1986	26,022,382	1,111,127	4.3%
1987	27,566,520	1,225,575	4.4%
1988	28,316,372	1,280,584	4.5%
Jan - Aug 1989	19,206,559	907,645	
(PROJECTION)			
1989	28,809,839	1,361,468	4.7%
Average Annual Compound Growth Rate			
1980 thru 1988	4.2%	7.5%	
1983 thru 1988	7.3%	13.5%	

Source:

- (1) City of Chicago, Department of Aviation Management Records.
 (2) Landrum & Brown projection for 1989 is based on a straight line extrapolation of the eight months of actual data.
 (3) For the years 1980 through August 1989, passenger figures are based on figures provided by the U.S. Immigration and Naturalization Service.

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TABLE II-6
1988 TOTAL INTERNATIONAL PASSENGERS
TOP 15 U.S. AIRPORTS

International Passenger Rank (1)	Airport Location	1983		1988	
		Passengers (2)	Market Share	Passengers (2)	Market Share
1	New York	13,419,232	33.1%	16,752,233	27.7%
2	Miami	7,018,432	17.3%	9,314,820	15.4%
3	Los Angeles	3,861,337	9.5%	6,346,082	10.5%
4	Honolulu	2,743,575	6.8%	4,450,795	7.4%
5	Chicago	1,530,641	3.8%	2,678,532	4.4%
6	San Francisco	1,243,066	3.1%	2,659,615	4.4%
7	Dallas/Ft. Worth	887,604	2.2%	2,017,896	3.3%
8	San Juan	878,322	2.2%	1,872,175	3.1%
9	Houston	1,194,890	2.9%	1,769,440	2.9%
10	Boston	1,390,486	3.4%	1,651,463	2.7%
11	Atlanta	1,125,920	2.8%	1,542,408	2.6%
12	Guam	733,479	1.8%	1,370,559	2.3%
13	Seattle	773,682	1.9%	1,206,754	2.0%
14	Newark	337,696	0.8%	957,493	1.6%
15	Washington, D.C.	390,620	1.0%	952,766	1.6%
	All Other	3,035,832	7.5%	4,905,062	8.1%
	Total	40,564,814	100.00%	60,448,093	100.00%

Source: U. S. Immigration & Naturalization Service

(1) Ranked by total international passenger activity.

(2) Excludes Canadian traffic.

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TABLE II-7
 INTERNATIONAL ENPLANEMENTS RELATIVE
 TO TOTAL ENPLANEMENTS
 CHICAGO O'HARE INTERNATIONAL AIRPORT
 1980 - OCTOBER 1989, 1989 (PROJECTED)

Year	Total O'Hare Non-Canadian International Enplanements (1)	Total U.S. Non-Canadian International Enplanements (1)	O'Hare Airport % of Total
1980	719,852	19,270,376	3.7%
1981	675,413	19,898,081	3.4%
1982	660,738	19,352,197	3.4%
1983	680,623	19,718,339	3.5%
1984	843,373	21,606,976	3.9%
1985	904,344	22,457,887	4.0%
1986	1,111,127	23,074,838	4.8%
1987	1,225,575	26,512,576	4.6%
1988	1,280,584	29,255,870	4.4%
Jan.-Oct. 1989 (3)	907,645	20,706,660	
(PROJECTION)			
1989	1,361,468	31,059,990	4.4%

Source:

(1) U. S. Immigration and Naturalization Service.

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TABLE II-8
**INTERNATIONAL AIR SERVICE FROM
 CHICAGO O'HARE INTERNATIONAL AIRPORT
 August 1988**

Top 20 O&D Markets For O'Hare	1988 % of Total O&D Passengers (2)	Weekly Nonstop Flights	Weekly One Stop Flights	Airlines Providing Service
1 London, England	8.0%	41	0	British Airways, TWA
2 Mexico City, Mexico	5.6%	32	14	American, Mexicana, United
3 Tokyo, Japan	2.9%	12	14	Japan Airlines, Northwest, United
4 Paris, France	2.8%	11	14	Air France, American, Pan Am, TWA
5 Frankfurt, Germany	2.6%	21	0	American, Lufthansa, Pan Am
6 Hong Kong	2.4%	0	0	Korean Air, Northwest
7 Acapulco, Mexico	2.1%	0	14	American, Delta, Mexicana
8 Cancun, Mexico	2.0%	7	0	Mexicana, United
9 Nassau, The Bahamas	2.0%	0	7	Delta
10 Manila, Philippines	2.0%	0	6	Northwest
11 Seoul, South Korea	1.8%	0	14	Northwest, United
12 Taipei, Taiwan	1.3%	0	0	Northwest, Thai Airways
13 Shannon, Ireland	1.3%	1	5	Aer Lingus, Delta
14 Guadalajara, Mexico	1.2%	0	0	United, US Air, American, Mexicana
15 Manchester, England	1.0%	7	0	American
16 Montego Bay, Jamaica	1.0%	0	0	Air Jamaica, Eastern, Continental
17 Sydney, Australia	1.0%	0	7	United
18 Zurich, Switzerland	0.9%	14	0	American, Swissair
19 Munich, Germany	0.7%	0	12	American, Lufthansa
20 St. Maarten, Dutch West Indies	0.6%	0	0	American, Continental, Pan Am
Other Markets With Non-Stop Service				
Amsterdam, Netherlands		7	0	KLM
Milan, Italy		3	0	Alitalia

(1) Official Airline Guide, International Edition, August 1989.

(2) U. S. Immigration and Naturalization Service

TABLE II-9
CHICAGO O'HARE INTERNATIONAL AIRPORT
INTERNATIONAL TRAFFIC - CARRIER MARKET SHARE
1980, 1983, 1985, 1988

Airline	TOTAL INTERNATIONAL ENPLANEMENTS (1)			
	1980 Market Share	1983 Market Share	1985 Market Share	1988 Market Share
DOMESTIC CARRIERS				
American Airlines	26.3%	19.6%	21.7%	29.1%
United Airlines	11.4%	14.5%	11.4%	14.8%
Northwest Airlines	3.3%	6.2%	5.6%	4.0%
TransWorld Airlines	5.3%	4.3%	4.2%	3.2%
Pan Am	1.1%	0.7%	0.0%	0.0%
All Others	0.0%	3.3%	2.2%	0.8%
TOTAL DOMESTIC CARRIERS	47.4%	48.6%	45.1%	51.9%
FOREIGN FLAG CARRIERS				
Mexicana	5.1%	8.4%	10.2%	9.3%
British Airways	6.3%	5.2%	5.7%	5.3%
Air Canada	16.6%	7.9%	6.8%	5.2%
Lufthansa	7.1%	5.7%	5.1%	4.9%
KLM Royal Dutch	5.8%	5.6%	5.2%	4.2%
Swissair	2.1%	2.5%	2.4%	2.8%
Japan Air Lines	0.0%	0.8%	1.3%	2.6%
Scandinavian	2.4%	2.2%	2.4%	2.0%
Air France	2.1%	1.8%	1.7%	1.4%
Jat (Yugoslav Airline)	0.0%	0.4%	0.6%	1.2%
Sabena	0.7%	1.3%	1.3%	1.2%
Alitalia	0.0%	1.6%	1.7%	1.1%
Air Jamaica	2.2%	0.7%	0.0%	0.0%
Icelandair	1.5%	2.6%	2.4%	2.5%
All Others	0.7%	4.7%	8.1%	4.4%
TOTAL FOREIGN FLAG	52.6%	51.4%	54.9%	48.1%
TOTAL	100.0%	100.0%	100.0%	100.0%

Source: Chicago Department of Aviation, Management Records

(1) Includes scheduled, non-scheduled and supplemental enplanements.

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TABLE II-10
 CHICAGO O'HARE INTERNATIONAL AIRPORT
 INTERNATIONAL NON-CANADIAN
 ENPLANEMENTS MARKET SHARE
 1980 - AUGUST 1989, 1989 (PROJECTED)

Year	Europe		Mexico/Caribbean		Asia/Far East		Other		Total	
	Enplanements (1)	% of Total	Enplanements (1)	% of Total	Enplanements (1)	% of Total	Enplanements (1)	% of Total	Enplanements (1)	% of Total
1980	486,034	64.7%	201,025	27.8%	52,793	7.3%	0	0.0%	719,852	100.0%
1981	426,655	63.2%	176,972	26.2%	54,478	8.1%	17,308	2.6%	675,413	100.0%
1982	417,340	63.2%	172,832	26.2%	70,524	10.7%	42	0.0%	660,738	100.0%
1983	420,044	61.7%	178,521	26.2%	82,021	12.1%	37	0.0%	680,623	100.0%
1984	497,761	59.0%	238,791	28.3%	104,833	12.4%	1,988	0.2%	843,373	100.0%
1985	566,556	62.6%	229,550	25.4%	101,919	11.3%	6,319	0.7%	904,344	100.0%
1986	654,552	58.9%	305,865	27.5%	137,553	12.4%	13,157	1.2%	1,111,127	100.0%
1987	769,068	62.8%	316,389	25.8%	131,761	10.8%	8,357	0.7%	1,225,575	100.0%
1988	808,677	63.1%	327,284	25.6%	137,965	10.8%	6,658	0.5%	1,280,584	100.0%
Jan-Aug 1989	621,637		186,882		94,868		4,258		907,645	100.0%
(PROJECTION)										
1989	932,456	68.5%	280,323	20.6%	142,302	10.5%	6,387	0.5%	1,361,468	100.0%

Sources:

(1) U. S. Immigration & Naturalization Service. Canadian destinations from which passengers are precleared for customs are not included.

TABLE II-11
CHICAGO O'HARE INTERNATIONAL AIRPORT
INTERNATIONAL NON-CANADIAN ENPLANEMENTS
MARKET SHARE
1980 - AUGUST 1989, 1989 (PROJECTED)

Year	Europe			Medit/Caribbean			Asia/Pac East			Other			Total		
	Total U.S.		O'Hare	Total U.S.		O'Hare	Total U.S.		O'Hare	Total U.S.		O'Hare	Total U.S.		O'Hare
	Non-Canadian International Enplanements	Non-Canadian International Enplanements	O'Hare % of Total	Non-Canadian International Enplanements	Non-Canadian International Enplanements	O'Hare % of Total	Non-Canadian International Enplanements	Non-Canadian International Enplanements	O'Hare % of Total	Non-Canadian International Enplanements	Non-Canadian International Enplanements	O'Hare % of Total	Non-Canadian International Enplanements	Non-Canadian International Enplanements	O'Hare % of Total
1980	7,484,216	496,034	6.2%	6,121,648	201,026	2.9%	2,326,000	52,793	2.3%	2,638,812	0	0.0%	19,270,376	719,852	3.7%
1981	7,913,274	428,855	5.6%	6,942,967	176,872	2.5%	2,507,697	54,478	2.2%	2,824,213	17,308	0.6%	18,898,061	875,413	4.4%
1982	7,439,749	417,340	5.6%	6,533,605	172,832	2.6%	2,815,612	70,524	2.7%	2,783,231	42	0.0%	19,352,197	860,738	4.4%
1983	7,588,764	420,044	5.6%	7,008,821	178,521	2.5%	2,653,693	82,021	3.1%	2,473,171	37	0.0%	19,716,339	860,823	4.3%
1984	6,944,553	497,761	5.8%	7,322,009	238,791	3.3%	3,106,890	104,833	3.4%	2,629,924	1,868	0.1%	21,006,976	843,373	4.0%
1985	9,292,434	566,558	6.1%	7,355,028	229,650	3.1%	3,330,776	101,919	3.1%	2,479,652	6,319	0.3%	22,457,887	904,344	4.0%
1986	8,716,097	654,652	7.5%	7,970,836	306,865	3.8%	3,883,548	137,653	3.7%	2,702,357	13,157	0.5%	23,074,938	1,111,127	4.8%
1987	10,418,694	769,068	7.4%	8,814,574	316,389	3.6%	4,260,584	131,781	3.1%	3,028,724	8,357	0.3%	26,512,578	1,225,576	4.6%
1988 Jan-Aug	11,710,183	808,877	6.9%	9,225,776	327,284	3.5%	4,967,434	137,885	2.8%	3,962,477	6,658	0.2%	29,256,670	1,280,664	4.4%
1989 (PROJECTION)	8,332,435	821,837	9.9%	6,322,700	186,882	2.9%	3,802,936	94,666	2.5%	2,249,429	4,258	0.2%	20,706,690	907,646	4.4%
1989	12,489,653	932,456	7.5%	9,464,140	280,323	3.0%	6,703,054	142,302	2.1%	3,374,144	6,387	0.2%	31,056,990	1,361,468	4.4%

Sources:
(1) U.S. Immigration & Naturalization Service. Canadian destinations from which
passengers are processed for customs are not included.

TABLE II-12
CHICAGO O'HARE INTERNATIONAL AIRPORT
FORECAST INTERNATIONAL TERMINAL ENPLANEMENTS (1)(2)
1989 - 1995

Year	FOREIGN FLAG CARRIERS					Enplanements of Other International Terminal User (3)		Annual % Change
	Existing		New		Annual % Change	Total Enplanements		
	International Terminal	Domestic Terminal	International Terminal	Total				
Actual 1988	267,823	506,231	0	774,054		177,480	951,534	
Projected(4) 1989	245,960	623,686	0	869,646	12.3%	147,119	1,016,765	6.9%
Forecast 1990	282,896	662,905	0	945,801	8.8%	174,288	1,120,089	10.2%
1991	319,832	702,123	0	1,021,955	8.1%	201,457	1,223,412	9.2%
1992	356,770	741,340	0	1,098,110	7.5%	228,624	1,326,734	8.4%
1993	196,853	390,279	587,132	1,174,264	6.9%	255,793	1,430,057	7.8%
1994	0	0	1,250,417	1,250,417	6.5%	282,962	1,533,379	7.2%
1995	0	0	1,326,574	1,326,574	6.1%	310,130	1,636,704	6.7%
Average Annual Compound Growth Rate 1988 thru 1995					8.0%	8.3%	8.1%	

Notes:

- (1) Interim International Terminal and New International Terminal.
(2) Assume date of beneficial occupancy of July, 1993.
(3) Consists primarily of domestic enplanements by Pan Am and American Trans Air operating out of the existing International Terminal and the New International Terminal.
(4) Landrum & Brown projection for 1989 is based on a straight line extrapolation of the eight months of available actual data.

TABLE II-13
CHICAGO O'HARE INTERNATIONAL AIRPORT
FORECAST INTERNATIONAL TERMINAL DEPLANEMENTS(1)(2)
1989 - 1995

	Year	INTERNATIONAL DEPLANEMENTS			Annual % Change	Deplanements of Other International Terminal Users (3)	Total Deplanements	Annual % Change
		Foreign Flag Carriers	U.S. Flag Carriers	Total				
Actual	1988	841,893	556,055	1,397,948		179,991	1,577,939	
Projected (4)	1989	917,998	555,781	1,473,779	5.4%	146,098	1,619,877	2.7%
Forecast	1990	984,120	691,187	1,675,307	13.7%	173,950	1,849,257	14.2%
	1991	1,050,243	826,592	1,876,835	12.0%	201,802	2,078,637	12.4%
	1992	1,116,365	961,998	2,078,363	10.7%	229,654	2,308,017	11.0%
	1993	1,182,488	1,097,403	2,279,891	9.7%	257,506	2,537,397	9.9%
	1994	1,248,611	1,232,808	2,481,419	8.8%	285,358	2,766,777	9.0%
	1995	1,314,733	1,368,214	2,682,947	8.1%	313,210	2,996,157	8.3%
Average Annual Compound Growth Rate 1988 thru 1995				9.8%		9.6%		

Notes:

- (1) Interim International Terminal and New International Terminal.
(2) Assumes date of beneficial occupancy of July, 1993.
(3) Consists primarily of domestic deplanements by Pan Am and American Trans Air operating out of the existing International Terminal and the New International Terminal.
(4) Landrum & Brown projection for 1989 is based on a straight line extrapolation of the eight months of available actual data.

TABLE II-14
 CHICAGO O'HARE INTERNATIONAL AIRPORT
 FORECAST INTERNATIONAL TERMINAL OPERATIONS(1)
 1989 - 1995

	Year	AIRCRAFT OPERATIONS			Annual % Change	Operations of Other International Terminal Users	Total	Annual % Change
		Foreign Flag Carriers	U.S. Flag Carriers	Total		(2)		
Actual	1988	12,721	3,750	16,471		2,937	19,408	
Projected (3)	1989	12,939	4,860	17,799	8.1%	2,719	20,518	8.9%
Forecast	1990	13,535	5,703	19,238	8.1%	3,097	22,335	8.9%
	1991	14,204	6,548	20,752	7.9%	3,474	24,226	8.5%
	1992	14,874	7,392	22,266	7.3%	3,851	26,117	7.8%
	1993	15,543	8,236	23,779	6.8%	4,228	28,007	7.2%
	1994	16,310	9,081	25,391	6.8%	4,606	29,997	7.1%
	1995	17,544	9,260	26,804	5.6%	4,983	31,787	6.0%
Average Annual Compound Growth Rate 1988 thru 1995				7.2%		7.3%		

Notes:

- (1) Interim International Terminal and New International Terminal. These figures reflect simulated operations as they would be if all foreign flag carriers were currently departing from the Interim International Terminal.
 (2) Consists primarily of operations by Pan Am and American Trans Air operating out of the existing International Terminal and the New International Terminal.
 (4) Landrum & Brown projection for 1989 is based on a straight line extrapolation of the eight months of available actual data.

TABLE III - 1
 NEW INTERNATIONAL TERMINAL PROJECT
 SPACE PROGRAM
 1995

	Lower Level	Apron Level	Upper Level	Penthouse Level	Total
Exclusive Use Premises	4,250	44,437	75,550	2,612	126,849
Enplaned Common Use Premises	0	2,782	203,750	80	206,612
Deplaned Common Use Premises	276,127	75,875	22,163	147	374,312
Public Use Premises	76,189	159,011	54,082	78,147	367,429
Non-Building Space	16,299	44,295	0	20,850	81,444
Total Square Feet	372,865	326,400	355,545	101,836	1,156,646

TABLE III - 2
NEW INTERNATIONAL TERMINAL PROJECT
PROJECT COSTS AND FUNDING SOURCES
1995

	Unescalated Costs Total (1989 \$)	Escalated Costs Total (1)	SOURCE OF FUNDS		
			Special Revenue Bonds	GARBS (2)	Other (3)
Building Construction	237,700,000	263,800,000	246,000,000	13,100,000	4,700,000
Airside Construction	39,700,000	44,100,000	0	26,700,000	17,400,000
Landside Construction	28,800,000	32,000,000	15,100,000	16,900,000	0
AGT Realignment	12,600,000	12,600,000	12,600,000	0	0
Design	24,500,000	24,500,000	15,800,000	4,100,000	4,600,000
Project Management	33,800,000	33,800,000	20,500,000	10,900,000	2,400,000
TOTAL FACILITIES	377,100,000	410,800,000	310,000,000	71,700,000	29,100,000
Equipment	46,300,000	53,300,000	53,300,000	0	0
TOTAL FACILITIES & EQUIPMENT	\$423,400,000	\$464,100,000	\$363,300,000	\$71,700,000	\$29,100,000

Notes:

- (1) Escalated at 5.0% per year to mid-point of construction.
(2) General Airport Revenue Bonds.
(3) Includes United Airlines contribution of \$7,000,000 and estimated AIP funds of \$22,100,000.

TABLE IV-1
 NEW INTERNATIONAL TERMINAL PROJECT
 PROJECTED OPERATION AND MAINTENANCE EXPENSES (1)(2)
 (000's OMITTED)
 1990 - 1995

Year	Operating Salaries & Wages	Energy	Materials Supplies	Repairs & Maint.	Professional Services	H&R Plant	Indirect	Total (3)
1989	\$1,646	\$830	\$265	\$82	\$183	\$1,900	\$3,124	8,030
(PROJECTED)								
1990	1,765	1,292	284	221	192	2,073	3,280	9,107
1991	1,893	1,356	303	237	202	2,263	3,444	9,698
1992	2,031	1,424	325	254	212	2,469	3,617	10,332
1993	5,321	3,479	760	505	449	6,107	8,244	24,865
1994	9,310	5,772	1,244	785	713	9,520	12,690	40,034
1995	10,179	6,061	1,306	824	749	9,996	14,133	43,248

(1) Operation & Maintenance expenses are based on total square footage increasing from 330,000 to 1,101,770 in July 1993.

(2) Assumes date of beneficial occupancy of July, 1993.

(3) Total O & M expenses do not include apron bus operations for the years 1989 through June 30, 1993.

TABLE IV-2
 NEW INTERNATIONAL TERMINAL PROJECT
 PROJECTED NON-AIRLINE REVENUE (1)
 (000's OMITTED)
 1990 - 1995

Year	Food & Drink	News & Gift	Duty Free	Currency Exchange	Other Concessions	Interest	CICA TEC/ Ground Handlers	Total
1989	\$385	\$174	\$529	\$187	\$455	\$660	\$0	\$2,390
(PROJECTED)								
1990	466	211	632	224	290	670	0	2,493
1991	544	246	745	262	307	690	0	2,794
1992	632	286	866	306	329	710	0	3,129
1993	870	679	1,847	654	753	730	0	5,533
1994	1,020	796	2,038	720	904	750	0	6,228
1995	1,150	898	2,277	805	997	770	8,380	15,277

(1) Assumes date of beneficial occupancy of July, 1993.

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TABLE IV-3
 NEW INTERNATIONAL TERMINAL PROJECT
 PROJECTED DEBT SERVICE REQUIREMENTS (1)
 (000's OMITTED)
 1990 - 1995

Year	Fixed Rate GARBS	Variable Rate GARBS	Total
1989	\$3,631	\$93	\$3,724
1990	3,676	197	3,873
1991	3,744	197	3,941
1992	3,812	197	4,009
1993	3,880	197	4,077
1994	3,948	197	4,145
1995	4,019	197	4,216

(1) Assumes date of beneficial occupancy of July, 1993.

TABLE IV-4
NEW INTERNATIONAL TERMINAL PROJECT
PROJECTED DEBT SERVICE REQUIREMENTS (1)
(000's OMITTED)
1990 - 1995

SPECIAL REVENUE BONDS			
Year	Debt Service	Coverage Requirement	Total
1989	\$0	\$0	\$0
1990	0	0	0
1991	0	0	0
1992	0	0	0
1993	22,841	5,710	28,551
1994	45,682	5,710	51,392
1995	45,682	0	45,682

(1) Assumes date of beneficial occupancy of July, 1993.

TABLE IV-5
NEW INTERNATIONAL TERMINAL PROJECT
PROJECTED AIRLINE REQUIREMENTS--IT--CRC (1)
(000's OMITTED)
1990 - 1995

Year	INTERNATIONAL TERMINAL EXPENSES				INTERNATIONAL TERMINAL REVENUES				SRB			
	O & M Expenses	GARB Debt Service	GARB Fund Deposits	Terminal Support Deficit	Total Expenses	Non Airline Revenue	Airline Revenue (2)	Total Revenues	SRB Debt Service (3)	SRB Interest Income	CICA/TEC Ground Handlers	Net SRB Debt Service
1989	\$8,030	\$3,724	\$478	\$187	\$12,419	\$2,380	\$10,039	\$12,419	\$0	\$0	\$0	\$0
1990	9,107	3,873	442	360	13,782	2,493	11,289	13,782	0	0	0	0
1991	9,698	3,941	413	378	14,430	2,794	11,636	14,430	0	0	0	0
1992	10,332	4,009	396	396	15,133	3,129	12,004	15,133	0	0	0	0
1993	24,865	4,077	3,388	414	32,744	5,533	27,211	32,744	28,551	1,828	0	26,723
1994	40,034	4,145	3,656	432	48,267	6,228	42,039	48,267	51,392	3,655	0	47,737
1995 (4)	43,248	4,216	1,310	450	49,224	10,935	38,289	38,289	45,682	3,655	4,342	37,685

Notes:
 (1) Assumes date of beneficial occupancy of July, 1993.
 (2) The airline revenue represents the total amount that must be generated from signatory fees, rentals, and charges.
 (3) Net airline requirements for the IT-CRC are presented in Table IV-6.
 (4) Net airline requirements for the Special Revenue Bond Debt Service are presented in Table IV-7.
 Includes revenues from CICA/TEC/Ground Handlers.

TABLE IV-6
 NEW INTERNATIONAL TERMINAL PROJECT
 ALLOCATION OF REVENUES AND EXPENSES TO COST CENTERS
 (000's OMITTED)
 1995

	Exclusive Use	Enplaned Common Use	Deplaned Common Use	Equipment (1)	Total
INTERNATIONAL TERMINAL EXPENSES					
Operation & Maintenance Expense	\$7,751	\$12,625	\$22,872	\$0	\$43,248
GARB Debt Service	756	1,231	2,229	0	4,216
GARB Fund Deposit Requirements	235	383	693	0	1,311
Total Expenses	8,742	14,239	25,794	0	48,775
Less: Non-Airline Revenues	(2,954)	(4,811)	(3,170)	0	(10,935)
NET DEFICIT BEFORE ALLOCATION	5,788	9,428	22,624	0	37,840
Terminal Support Deficit/ (Surplus) Allocation	81	131	238	0	450
NET IT-CRC AIRLINE REQUIREMENT	\$5,869	\$9,559	\$22,862	\$0	\$38,290

(1) Airlines will incur these expenses directly.

TABLE IV-7
NEW INTERNATIONAL TERMINAL PROJECT
ALLOCATION OF SPECIAL REVENUE BOND DEBT SERVICE
TO COST CENTERS
(000's OMITTED)
1995

Description	Exclusive Use	Enplaned Common Use	Deplaned Common Use	Equipment	Total
Special Revenue Bond Debt Service	\$7,152	\$11,649	\$20,370	\$6,511	\$45,682
Less: Interest on Debt Service Reserve	(572)	(932)	(1,630)	(521)	(3,655)
Non-Airline Revenue (1)	(680)	(1,107)	(1,936)	(619)	(4,342)
NET SRB AIRLINE REQUIREMENT	\$5,900	\$9,610	\$16,804	\$5,371	\$37,685

(1) Includes revenues from CICA TEC/Ground Handlers.

TABLE IV-8
NEW INTERNATIONAL TERMINAL PROJECT
CALCULATION OF PER SQUARE FOOT
INTERNATIONAL TERMINAL RENTAL RATES
EXCLUSIVE USE COST CENTER
1995

<u>Lease Term</u>	<u>IT - CRC Rental Rate</u>	<u>SRB Rental Rate</u>	<u>Total</u>
Year 2018 Term Lease	\$40.14	\$40.66	\$80.80
Year 2008 Term Lease	\$50.18	\$50.83	\$101.01
Month to Month Lease	\$67.74	\$68.62	\$136.36

TABLE IV-9
**NEW INTERNATIONAL TERMINAL PROJECT
 CALCULATION OF INTERNATIONAL TERMINAL
 ENPLANED PASSENGER CHARGE
 ENPLANED COMMON USE COST CENTER
 1995**

Lease Term	Enplaned Per Passenger Charge IT - CRC	Enplaned Per Passenger Charge SRB	Total
Year 2018 Term Lease	\$5.14	\$5.21	\$10.35
Year 2008 Term Lease	\$6.43	\$6.51	\$12.94
Month to Month Lease	\$7.81	\$7.91	\$15.72

TABLE IV-10
NEW INTERNATIONAL TERMINAL PROJECT
CALCULATION OF INTERNATIONAL TERMINAL
DEPLANED PASSENGER CHARGE
DEPLANED COMMON USE COST CENTER
1995

<u>Lease Term</u>	<u>Deplaned Per Passenger Charge IT - CRC</u>	<u>Deplaned Per Passenger Charge SRB</u>	<u>Total</u>
Year 2018 Term Lease	\$6.73	\$4.98	\$11.71
Year 2008 Term Lease	\$8.42	\$6.22	\$14.64
Month to Month Lease	\$10.23	\$7.56	\$17.79

TABLE IV-11
NEW INTERNATIONAL TERMINAL PROJECT
ESTIMATED COST PER INTERNATIONAL PASSENGER

Passenger Type	1989	1995	
	Projected (1)	Without New Terminal (1)	With New Terminal (2)
GROUP I ENPLANED			
Average Enplaning Fee Requirement	\$1,727,850	\$2,997,734	\$24,692,993
Enplaning Passengers Average Cost Per Enplanement	\$4.50	\$18.32	\$15.09
GROUP II ENPLANED			
Average Enplaning Fee Requirement	\$1,336,597	\$4,248,979	\$4,248,979
Enplaning Passengers Average Cost Per Enplanement	\$2.22	\$3.14	\$3.14
GROUP III ENPLANED			
Average Enplaning Fee Requirement	\$6,897,967	\$21,830,363 (3)	NA
Enplaning Passengers Average Cost Per Enplanement	\$11.47	\$14.82	
ALL GROUPS DEPLANED			
Average Deplaning Fee Requirement	\$12,811,977	\$45,861,477	\$54,690,007
Deplaning Passengers Average Cost Per Deplanement	\$7.91	\$15.31	\$18.25
TOTAL AVERAGE COST BY GROUP			
Group I	\$7.25	\$15.46	\$17.13
Group II	\$7.08	\$11.52	\$13.25
Group III	\$8.88	\$15.15	NA
WEIGHTED AVERAGE COST PER INTERNATIONAL PASSENGER			
Enplanement	\$6.60	\$9.72	\$9.68
Deplanement	\$7.91	\$15.31	\$18.25
Average Per Passenger	\$7.28	\$12.51	\$13.96
Average Landing Fee Per International Passenger	\$2.70	\$3.07	\$3.07
CICA TEC Cost	\$0	\$0	\$1.17
TOTAL WEIGHTED AVERAGE AIRPORT COST	\$9.98	\$15.58	\$18.20

- (1) Does not include debt service cost for constructing existing facility.
(2) Includes funding for airline equipment such as jetways and hydrant fueling which is not reflected in the cost for the interim terminal.
(3) Estimated cost of third party handling agreements.

(Continued from page 12493)

The New International Terminal is designed to be one of the most flexible, technologically advanced and efficient facilities in the world. New aircraft handling technology will allow the gates of this facility to handle any combination of aircraft. Both the large sized aircraft such as Boeing 747s, DC-10s and MD-11s, as well as the smaller narrow bodied aircraft such as the Boeing 757 can be accommodated at its gates. This facility will be one of only a few equipped to handle the new Boeing superjumbo 747-400. It is equally important that it be able to handle the narrow bodied, two engine craft such as Boeing 757s as these aircraft are approved for transatlantic service. The New International Terminal will be able to meet expected demand levels well into the next century.

This facility could, if required, also be utilized with no modifications whatsoever for domestic operations. Domestic gates at the Airport continue to be in great demand, and recently have commanded prices as high as \$8,000,000. When gates are "sold", the purchasing party assumes all lease obligations of the seller for the balance of the lease period. There is an implicit value placed on facilities such as gates at the Airport, and there is no reason to believe this New International Terminal will be less "valuable".

As previously discussed, the Airport is a major hub for both American Airlines and United Airlines, the two largest U. S. airlines. Their commitment to the Airport as a major hub in their systems is evidenced by the major financial investments both airlines have recently made to greatly expand and upgrade their facilities at the Airport. American Airlines completed one period of aggressive growth in the European market in 1986 and 1987, and have announced plans to continue this expansion. Similarly, United Airlines has also announced plans to expand its international routes.

Although not assumed to occur during the forecast period 1990 through 1995, in the longer term, it is expected that the U. S. airlines will eventually also utilize the New International Terminal for enplanements. Domestic gate facilities at the Airport are already tight, and the U. S. carriers will look for ways of increasing domestic processing capacity. One likely option is to enplane international passengers from the New International Terminal.

The deregulation of Europe and liberalization of its airline market offers great potential for increased travel and service to Europe. Great potential also exists in Eastern Europe, and the African and Asian continents. Many of the airlines, both U. S. and foreign flag, have recently made large investments in their cargo facilities. International cargo typically travels as "belly" cargo on passenger flights.

The Airport's location, at the geographic center of the U. S., makes it an ideal location for use as an international connecting hub facility. The connecting service available at the Airport is unparalleled. Technology changes also point to benefits for the Airport. The larger, longer range aircraft such as the Boeing 747-400 make non-stop service to the Far East feasible. F.A.A. approval of the use of smaller, two engine planes for transatlantic use make less heavily traveled routes cheaper to fly, and therefore much more economically feasible.

The forecast presented in this document is reasonable and attainable. There is considerable, if presently unquantifiable, opportunities for increased international traffic

at the Airport. The New International Terminal facility can accommodate considerable growth in international traffic.

Appendix E -- Statement Of Construction Manager.

[To Be Provided]

Appendix F -- Proposed Form Of Opinions Of Co-Bond Counsel.

City of Chicago
Chicago, Illinois

Ladies and Gentlemen:

We have examined a certified copy of the record of proceedings relating to the issuance of \$___ principal amount of Chicago-O'Hare International Airport, International Terminal Special Revenue Bonds, Series 1990A (the "Series 1990A Bonds") of the City of Chicago, a municipal corporation and a home rule unit of local government of the State of Illinois (the "City"). The Series 1990A Bonds are issued pursuant to the authority of Article VII, Section 6(a) of the Illinois Constitution of 1970, as amended (the "Constitution"), and by virtue of the Ordinance of the City, adopted by the City Council of the City on February ___, 1990 (the "Bond Ordinance"), the Master Trust Indenture Securing Chicago-O'Hare International Airport, International Terminal Special Revenue Bonds, dated as of March 1, 1990, from the City to Continental Bank, National Association, as Trustee (the "Trustee") (the "Master Indenture") and the First Supplemental Indenture securing Chicago-O'Hare International Airport, International Terminal Special Revenue Bonds, Series 1990A, dated as of March 1, 1990, from the City to the Trustee (the "First Supplemental Indenture") (the Master Indenture and the First Supplemental Indenture are together referred to herein as the "Indentures"). We have also examined an executed and authenticated Series 1990A Bond.

The Series 1990A Bonds are dated, mature on the dates and in the principal amounts, bear interest and are payable as set forth in the Indentures. The Series 1990A Bonds are issuable only as fully registered bonds in the denomination of \$5,000 or any authorized multiple of that amount and are not registrable to bearer. The Series 1990A Bonds are subject to redemption prior to their maturity as provided in the Indentures. Interest on the Series 1990A Bonds is payable semi-annually on January 1 and July 1 of each year, with the first interest payment date being July 1, 1990.

The Series 1990A Bonds are being issued for the purpose of financing a portion of the costs of the planning, design, acquisition, construction and equipping of a new permanent international terminal, refunding bonds issued for interim financing of a portion of such costs, paying capitalized interest, funding a Series Debt Service Reserve Account (as defined in the Indentures), and paying the costs of issuance of the Series 1990A Bonds. Pursuant to the terms of the Master Indenture, the City may, by supplemental indenture, authorize and hereafter issue additional bonds for the purposes and upon the terms and conditions prescribed in the Master Indenture. Such additional bonds, when and if issued, may, equally with the Series 1990A Bonds, and all additional bonds theretofore issued, be entitled to the benefit and security of the Master Indenture, including the pledge of Special Revenues and other moneys and securities hereinafter mentioned.

Based upon this examination, we are of the opinion that:

1. The City is a municipal corporation and a home rule unit of local government duly existing under the laws of the State of Illinois and is authorized under the Constitution and laws of the State of Illinois to perform all of its obligations under the Bond Ordinance and the Indentures.

2. The City is authorized under the Constitution and laws of the State of Illinois to adopt the Bond Ordinance and to execute and deliver the Indentures, which are in full force and effect and are valid and binding upon the City in accordance with their terms. The Bond Ordinance and Indentures create a valid pledge of Special Revenues (as defined in the Indentures) and other moneys and securities held under the Indentures for the benefit and security of the Series 1990A Bonds, subject to application thereof in the manner provided in the Indentures.

3. The Series 1990A Bonds, which have been duly and validly authorized and issued in accordance with the Constitution and laws of the State of Illinois and the Indentures, are entitled to the benefits of the Indentures, are enforceable in accordance with their terms, and constitute valid and binding limited obligations of the City payable solely from Special Revenues and other moneys and securities pledged therefor under the Indentures. The Series 1990A Bonds and the interest thereon do not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation and neither the full faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision of the State of Illinois is pledged for the payment thereof.

4. Under existing law, interest on the Series 1990A Bonds is excludible from the gross income of the owners thereof for federal income tax purposes, except during any period

while a Series 1990A Bond is held by a "substantial user" of the facilities financed by the Series 1990A Bonds or a "related person" within the meaning of Section 147(a) of the Internal Revenue Code of 1986, as amended (the "Code"). It should be noted, however, that such interest is an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. The opinion set forth in the first sentence of this paragraph is subject to the condition that the City comply with all of its representations, warranties and covenants set forth in the Indentures, Tax Agreement (as defined in the Indentures and Escrow Agreement (as defined in the Indentures that must be satisfied subsequent to the issuance of the Series 1990A Bonds in order that interest thereon be, or continue to be, excludible from the gross income of the owners thereof for federal income tax purposes. Such representations, warranties and covenants established procedures which, if followed, enable interest on the Series 1990A Bonds to be, and continue to be, excludible from the gross income of the owners thereof for federal income tax purposes. Failure to comply with certain of such representations, warranties, and covenants may cause the interest on the Series 1990A Bonds to become includible in the gross income of the owners thereof for federal income tax purposes retroactively to the date of issuance of the Series 1990A Bonds.

Interest on the Series 1990A Bonds is not exempt from the State of Illinois income taxes.

In rendering the foregoing opinion, we advise you that the enforceability (but not the validity or binding effect) of the Series 1990A Bonds, the Bond Ordinance and the Indentures (i) may be limited by any applicable bankruptcy, insolvency or other laws affecting the rights or remedies of creditors now or hereafter in effect and (ii) is subject to general principles of equity in the event that equitable remedies are sought.

Very truly yours,

Winston & Strawn.

*Appendix G -- Schedule Of General Airport Revenue
Bonds Debt Service.*

[To Be Provided]

*First Amendment To The Amended And Restated
Chicago-O'Hare International Airport
Fueling System Lease.*

This First Amendment (the "First Amendment"), dated as of January 1, 1990 by and among the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City") and the corporations listed on the signature pages hereof (collectively, the "Lessees").

Witnesseth:

Whereas, City and each of Air Canada, American Airlines, Inc., Braniff, Inc., Continental Airlines, Inc., Delta Airlines, Inc., Northwest Airlines, Inc., Ozark Airlines, Inc., Pan American World Airways, Inc., Piedmont Airlines, Inc., Republic Airlines, Inc. and USAir, Inc. entered into that certain Amended and Restated Chicago-O'Hare International Airport Fueling System Lease, dated as of January 1, 1985 (the "Amended and Restated Lease"), under the terms of which City leased to such airlines as tenants-in-common certain premises at the Airport for the construction, maintenance and operation of an aircraft fueling system; and

Whereas, The Flying Tiger Line, Inc. has merged into Federal Express Corporation; Ozark Airline, Inc. has merged into Trans World Airlines, Inc.; Piedmont Airlines, Inc. has merged into USAir, Inc.; and Republic Airlines, Inc. has merged into Northwest Airlines, Inc.; and

Whereas, City and the Lessees desire by this First Amendment to amend the Amended and Restated Lease to provide that City may enter into counterparts of the Amended and Restated Lease with certain additional parties; now, therefore,

In consideration of the premises and of the mutual covenants and agreements herein contained, City and the Lessee agree as follows:

1. Section 1.01 of the Amended and Restated Lease is hereby amended by adding the following definitions:

"Administrative Services Agreement' means that Agreement for Administrative Services, dated January 1, 1985, by and between the Fueling System Lessees and the Operator, including any amendments, supplements, or substitute agreements thereto."

"International Terminal Area Airline Party' means each person actively engaged in the Air Transportation Business at the Airport who then has an International Terminal Use Agreement in effect with City which has a term that does not expire prior to December 31, 2008."

"International Terminal Agreement' means each International Terminal Use Agreement and Facilities Lease dated as of January 1, 1990, between City and the International Terminal Area Airline Party named therein, as amended and supplemented."

"Operating Agreement' means that Agreement for Maintenance and Operation Services, dated January 1, 1985, by and between the Fueling System Lessees and the Operator, including any amendments, supplements, or substitute agreements thereto."

"Participation Agreement' means that Fueling System Agreement Among Participating Airlines, dated January 1, 1985, between the Fueling System Lessees, including any amendments, supplements, or substitute agreements thereto."

2. The definition of "Fueling System Fees" in Section 1.01 of the Amended and Restated Lease is hereby amended to read as follows:

"Fueling System Fees', with respect to Lessees other than Lessees that are International Terminal Area Airline Parties, has the meaning set forth in the Airport Use Agreement, and, with respect to Lessees that are International Terminal Area Airline Parties, has the meaning set forth in the International Terminal Use Agreement."

3. The definition of "Lessee" in Section 1.01 of the Amended and Restated Lease is hereby amended to read as follows:

"Lessee' means each one of the corporations listed on the signature pages to this Lease and, subject to the terms hereof regarding assignment, its successors and assigns. "Lessee shall also include any Airline Party or International Terminal Area Airline Party which hereafter executes this Lease as provided in Article XIII."

4. The definition of "Majority-in-Interest", in Section 1.01 of the Amended and Restated Lease is hereby amended to read as follows:

"Majority-in-Interest' means, during any Fiscal Year, either (a) any six or more Fueling System Lessees which, in the aggregate, paid sixty percent (60%) or more of Fueling System Fees and O. & M. Expenses paid by all Fueling System Lessees for the preceding Fiscal Year, or (b) any numerical majority of Fueling System Lessees which, in the aggregate, paid fifty percent (50%) or more of Fueling System Fees and O. & M. Expenses paid by all Fueling System Lessees for the preceding Fiscal Year. Solely for the purpose of determining a Majority-in-Interest, no airline shall be deemed to be a Fueling System Lessee so long as an Event of Default with respect to such Fueling System Lessee has occurred and is continuing, and the City or the

Operator of the Fueling System has given written notice of such Event of Default to such Fueling System Lessee. Whenever the approval of or an action by a Majority-in-Interest is required hereunder, it shall be evidenced in writing by the Airlines' Representative."

5. The definition of "Non-Participant Airline" in Section 1.01 of the Amended and Restated Lease is hereby amended to read as follows:

"Non-Participant Airline' means any airline which has not executed a counterpart of the Participation, Administrative Services, and Operating Agreements."

6. Paragraph (a) of Section 1.04 of the Amended and Restated Lease is hereby amended to read in its entirety as follows:

"(a) Actions, requests, consents and approvals by Lessees to terminate this Lease shall be deemed taken, made, or given by the Lessees when approved in writing by all of the Lessees. All other actions, requests, consents and approvals by Lessees, including the amending of this Lease and the requesting of City financing, shall be deemed taken, made or given when approved in writing and signed by the Airlines' Representative certifying Majority-in-Interest approval."

7. Section 4.02(a) of the Amended and Restated Lease is hereby amended to read in its entirety as follows:

"(a) Lessees shall also pay to City Fueling System Fees at such times and in such manner as provided in the Airport Use Agreement or the International Terminal Use Agreement, as the case may be."

8. The second paragraph of Section 4.03 of the Amended and Restated Lease is hereby amended to read as follows:

"The City also acknowledges that Lessees may by separate agreement agree among themselves to a reallocation of Fueling System Fees pursuant to the Participation Agreement; provided, however, that nothing contained herein or in such separate agreement shall be deemed to amend, limit or affect in any respect each Lessee's obligation to pay to the City Fueling System Fees in an amount calculated pursuant to Section 5.08 of such Lessee's Airport Use Agreement or Section 5.13 of such Lessee's International Terminal Use Agreement, as the case may be."

9. Article VII of the Amended and Restated Lease is hereby amended to read in its entirety as follows:

"Lessees shall be responsible for and shall perform or cause to be performed, at their own cost and expense, all maintenance and repair, structural or non-structural, of the Fueling System so as to keep the Fueling System in good, safe and slightly operating condition, reasonable wear and tear expected. In the event Lessees fail to perform for a period of thirty (30) days after notice from City so to do, any obligation required by this Article VII to be performed by Lessees, City may enter the Demised Premises involved (without such entering causing or constituting a termination of this Lease or an interference with the possession of the Demised Premises by Lessees) and do all things necessary to perform such obligation, charging to Lessees the cost and expense thereof as an O. & M. Expense of the Fueling System includable in the calculation of the Fueling System Fees under the Airport Use Agreement and the International Terminal Use Agreement, and Lessees agree to pay City such charge in addition to any other amounts payable by Lessees hereunder, and under the Airport Use Agreement or the International Terminal Use Agreement, as the case may be; provided, however, that if Lessees' failure to perform any such obligation endangers the safety of the public or of employees of City, and City so states in its notice to Lessees, City may perform such obligation of Lessees, at any time after the giving of such notice and charge to Lessees, and Lessees shall pay, as aforesaid, the cost and expense of such performance."

10. Paragraphs (a) and (b) of Section 11.01 of the Amended and Restated Lease are hereby amended to read as follows:

"(a) Prior to termination by City of the Airport Use Agreement or the International Terminal Use Agreement or both, as the case may be, with respect to a Lessee for failure by such Lessee to pay Fueling System Fees pursuant to Section 24.01(a) of the Airport Use Agreement or Section 18.01(a) of the International Terminal Use Agreement, as the case may be, City shall give notice to the Operator and the Lessees of such Lessee's failure and the Lessees shall have the right, but shall not be obligated, within five (5) business days after receipt of such notice by Operator and Lessees, to remedy such default by payment to the City of the amount due by such Lessee. Such Lessee shall be liable to the Lessees which make such payment for the amount paid plus interest at the rate provided in Section 7.08 of the Airport Use Agreement or Section 6.07 of the International Terminal Use Agreement, as the case may be. If such default is not remedied and City elects to terminate the Airport Use Agreement or the International Terminal Use Agreement or both, as the case may be, with respect to a Lessee upon the occurrence of such Event of Default or any other Event of Default defined in Section 24.01 of the Airport Use Agreement or Section 18.01 of the International Terminal Use Agreement, as the case may be, or if such Lessee's Airport Use Agreement or International Terminal Use Agreement terminates for any other reason, this Lease shall nevertheless remain in full force and effect with respect to such Lessee. City shall not terminate this Lease with respect to

a Lessee for any reason without the consent of the Lessees other than the defaulting Lessee.

(b) Subject to subsection (c) below, any Lessee may terminate this Lease, as it applies to such Lessee, upon the occurrence of any of the events set forth in Section 25.01(a) or (b) of the Airport Use Agreement or Section 19.01(a) or (b) of the International Terminal Use Agreement, as the case may be, and subject to the conditions of Section 25.01 of the Airport Use Agreement or Section 19.01 of the International Terminal Use Agreement, as the case may be, which affect such Lessee's use of the Fueling System."

11. Article XIII of the Amended and Restated Lease is hereby amended to read in its entirety as follows:

"City may enter into counterparts of this Lease with any Airline Party or International Terminal Area Airline Party not a party hereto subject to: (a) the consent of a Majority-in-Interest of the Lessees, which may not be unfairly or unreasonably withheld and (b) the execution by such Airline Party or International Terminal Area Airline Party of a counterpart of the Participation Agreement and counterparts of the Administrative Services Agreement and Operating Agreement between the Fueling System Lessees and the Operator. Such Airline Party or International Terminal Area Airline Party shall for all purposes be deemed a 'Participant Airline' under the Participation Agreement and a Lessee hereunder effective (a) upon its execution of a counterpart of such Agreements and a counterpart of this Lease, and (b) upon beneficial occupancy of its Exclusive Use Premises in the Terminal Area, the International Terminal Area, or cargo facilities, as the case may be, leased from the City at the Airport."

12. Section 16.03 of the Amended and Restated Lease is hereby amended to read in its entirety as follows:

"No Lessee may assign or sublet its rights hereunder without the prior written consent of City and the other Lessees except to a person to which such Lessee assigns or sublets its Exclusive Use Premises or any portion thereof, as defined in and pursuant to the Airport Use Agreement or the International Terminal Use Agreement, as the case may be."

13. Section 16.06 of the Amended and Restated Lease is hereby amended to read in its entirety as follows:

"If City fails to perform, for a period of thirty (30) days after written notice from Lessees, any obligation required by Article VIII, Lessees, by Majority-in-Interest approval, may perform such obligation of City and City shall pay for the cost to

Lessees of such performance; provided, however, that if City's failure to perform any such obligation endangers the safety of operations at the Fueling System and Lessees so state in their notice to City, Lessees may perform such obligations of City at any time after the giving of such notice and City shall pay for their costs of such performance; and provided further, that in either event, Lessees shall not deduct any such costs for any amounts due hereunder, under the Airport Use Agreement, or under the International Terminal Use Agreement, as the case may be, or under any other agreement between Lessees and City relating to the Airport. City shall not be liable to Lessees for any loss of revenue to Lessees resulting from any of City's acts, omissions or negligence in connection with its maintenance obligations under this Lease."

14. Section 16.11 of the Amended and Restated Lease is hereby amended to read in its entirety as follows:

"Each Lessee represents and warrants that it either (a) has executed an Airport Use Agreement or an International Terminal Use Agreement, or both, with the City and that such agreements are valid and enforceable as of the date hereof, or (b) is an original signatory to the Prior Lease."

In Witness Whereof, City has caused this First Amendment to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of City and its seal to be hereunder affixed and attested by the City Clerk of City, and each Lessee has caused this First Amendment to be executed on its behalf by its authorized representatives.

Attest:

City Of Chicago

City Clerk

By: _____
Mayor

Approved:

Department Of Aviation

Comptroller

By: _____
Commissioner

Approved As To Form And Legality:

Corporation Counsel

Attest:

Northwest Airlines, Incorporated

Secretary

By: _____
Title: _____

Attest:

Pan American World Airways,
Incorporated

Secretary

By: _____
Title: _____

Attest:

Trans World Airlines,
Incorporated

Secretary

By: _____
Title: _____

Attest:

United Air Lines, Incorporated

Secretary

By: _____
Title: _____

Attest:

USAir, Incorporated

Secretary

By: _____
Title: _____

Attest:

Air Canada

Secretary

By: _____
Title: _____

Attest:

American Airlines, Incorporated

Secretary

By: _____
Title: _____

Attest:

Braniff, Incorporated

Secretary

By: _____
Title: _____

Attest:

Continental Airlines,
Incorporated

Secretary

By: _____
Title: _____

Attest:

Delta Air Lines, Incorporated

Secretary

By: _____
Title: _____

Attest:

Eastern Air Lines, Incorporated

Secretary

By: _____
Title: _____

Attest:

Federal Express Corporation

Secretary

By: _____
Title: _____

EXECUTION OF TERMINATION AGREEMENT WITH TRANS WORLD
AIRLINES, INCORPORATED OF 1985 AMENDED AND RESTATED
AIRPORT USE AGREEMENT AND TERMINAL FACILITIES
LEASE WITH OZARK AIRLINES AT CHICAGO
O'HARE INTERNATIONAL AIRPORT.

A Joint Committee, composed of the members of the Committee on Finance and the members of the Committee on Aviation, submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance and Committee on Aviation, having had under consideration an ordinance authorizing the termination of the Airport Use Agreement and Terminal Facilities Lease of Ozark Airlines 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 by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Committee on Finance,
Chairman.

(Signed) THOMAS W. CULLERTON,
Committee on Aviation,
Chairman.

On motion of Alderman Burke, 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, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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. That the Mayor is authorized to execute on behalf of the City of Chicago, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and City Comptroller and by the Corporation Counsel as to form and legality, a Termination Agreement between the City of Chicago and Trans World Airlines, Incorporated, of the Amended and Restated Airport Use Agreement and Terminal Facilities Lease of 1985 between the City of Chicago and Ozark Airlines, Incorporated, for premises at Chicago O'Hare International Airport, said agreement to be substantially in the following form:

[Termination Agreement immediately follows Section 2
of this ordinance.]

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

Termination Agreement attached to this ordinance reads as follows:

Termination Agreement.

This Termination Agreement ("Agreement") made and entered into this _____ day of _____, 1990, by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City") and Trans World Airlines, Inc., a Delaware corporation ("Airline").

Witnesseth:

Whereas, City and Ozark Airlines, Inc. (Ozark) entered into an Amended and Restated Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1985; and

Whereas, The Airline acquired the stock of Ozark and merged Ozark into Airline; and

Whereas, City and Airline intend to simultaneously execute the Amendment Number 1 to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease for Airline to reflect the merging of Ozark into Airline; and

Whereas, City and Airline desire to terminate the Ozark Use Agreement;

Section 1. City and Airline hereby agree that the Ozark Use Agreement shall terminate on the date hereof.

Section 2. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

In Witness Whereof, City has caused this Amendment to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of City, and its seal to be hereunto affixed and attested by the City Clerk of City, and Airline has caused this Agreement to be executed on its behalf by its authorization representatives.

[Signature forms omitted for printing purposes.]

AMENDMENT TO AMENDED AND RESTATED AIRPORT USE AGREEMENT
AND TERMINAL FACILITIES LEASE OF 1985 WITH TRANS
WORLD AIRLINES, INCORPORATED AT O'HARE
INTERNATIONAL AIRPORT.

A Joint Committee, composed of the members of the Committee on Finance and the members of the Committee on Aviation, submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance and Committee on Aviation, having had under consideration an ordinance authorizing the execution of an Airport Use Agreement and Terminal Facilities Lease at Chicago O'Hare International Airport with Trans World Airlines, 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 viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Committee on Finance,
Chairman.

(Signed) THOMAS W. CULLERTON,
Committee on Aviation,
Chairman.

On motion of Alderman Burke, 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, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schalter, M. Smith, Stone -- 47.

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. That the Mayor is authorized to execute on behalf of the City of Chicago, 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, an amendment revising Exhibits J-1 and K-1 and adding Exhibits J-2 and K-2 as Exhibits C and D respectively of the Amended and Restated Airport Use Agreement and Terminal Facilities Lease of 1985 for premises at Chicago O'Hare International Airport by and between the City of Chicago and Trans World Airlines, Incorporated, said amendment to be substantially in the following form:

[Amendment Number 1 to the Amended and Restated Airport Use
Agreement and Terminal Facilities Lease of 1985
immediately follows Section 2
of this ordinance.]

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

Amendment Number 1 to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease attached to this ordinance reads as follows:

*Amendment Number 1 To The Amended And Restated
Airport Use Agreement And Terminal
Facilities Lease.*

This Amendment No. 1 to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease made and entered into as of this _____ day of _____, 1990, by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City") and Trans World Airlines, Incorporated, a corporation organized and existing under the laws of the State of Delaware ("Airline").

Witnesseth:

Whereas, City and Airline have entered into an Amended and Restated Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1985 (the "Use Agreement"); and

Whereas, It is necessary and advisable to amend the Use Agreement in certain respects;

Now, Therefore, In consideration of the premises and of the mutual covenants and agreements herein contained, City and Airline agree as follows:

Section 1. The revised Exhibits J-1 and K-1, copies of which are attached hereto as Exhibits A and B, respectively, are hereby substituted for the existing Exhibits J-1 and K-1 attached to the Use Agreement, and Exhibits J-2 and K-2, copies of which are attached hereto as Exhibits C and D, respectively, are hereby added to the Use Agreement.

Section 2. This Amendment No. 1 may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

In Witness Whereof, City has caused this Amendment to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of City, and its seal to be hereunto affixed and attested by the City Clerk of City, and Airline has caused this Amendment 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.]

Exhibits "A" through "D" attached to this Amendment No. 1 to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease read as follows:

Exhibit "A".

(Exhibit J-1)

Airline's Phase II Exclusive Use Premises.

(a) City and Airline agree that Airline's Phase II Exclusive Use Premises in Terminal Building No. 3 and Concourse G, which are depicted in the drawings of this Exhibit J-1, shall comprise approximately 75,192 square feet, which shall be deemed Airline's Existing Footage.

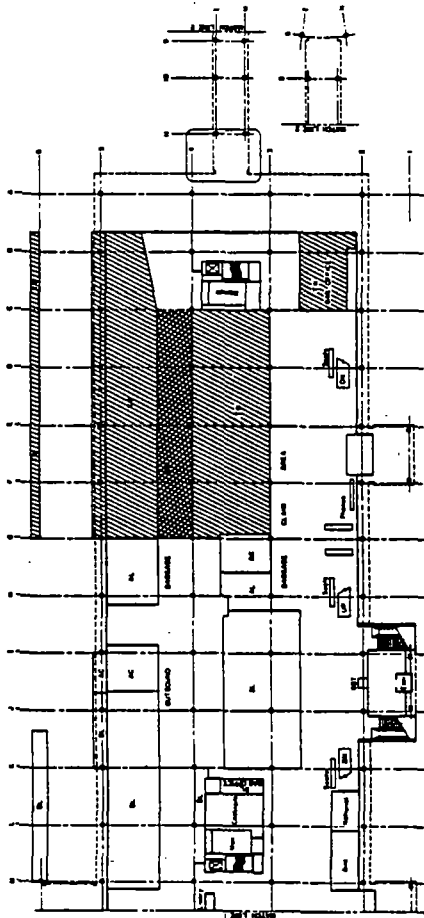
(b) City and Airline agree that the exact configuration of the Exclusive Use Premises is subject to future changes and refinement which changes and refinements shall be subject to approval by City and Airline, and that when final decisions have been made appropriate amendments shall be made to this Exhibit J-1.

(c) City and Airline agree that the Expansion/Improvement Areas in the amount of approximately 8,200 square feet shown on the Drawing Nos. 5 and 6, shall be available for the exclusive use of Airline together with the associated public use areas during the term of this Agreement. In the event that Airline shall exercise its option to utilize these areas or any portion thereof for construction, enclosing or finishing, at its sole cost pursuant to Section 8.01 of the Use Agreement, such areas, after the Date of Beneficial Occupancy thereof, shall be deemed for the purpose of calculating Terminal Area Use Charges for Airline and other Airline Parties, to be Exclusive Use Premises (Existing Footage) of Airline.

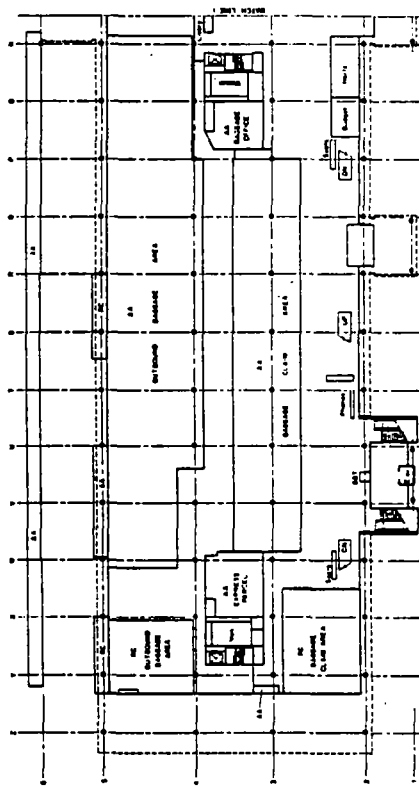
(d) City and Airline agree that within five years after the date of execution of Amendment No. 1 to the Agreement, Airline shall cause the bag claim devices in Terminal 3 to be replaced and the bag claim area to be improved to meet the current O'Hare Design Standards.

[Drawings attached to this Exhibit "A" printed on
pages 12551 through 12556
of this Journal.]

AIRLINES BAGGAGE CLAIM AREA
(First Floor Terminal 3)



Joint Use Cart Drive



DRAWING 2

TRANS WORLD AIRLINES
EXCLUSIVE USE PREMISES

Aviation Consultant
Landrum & Brown

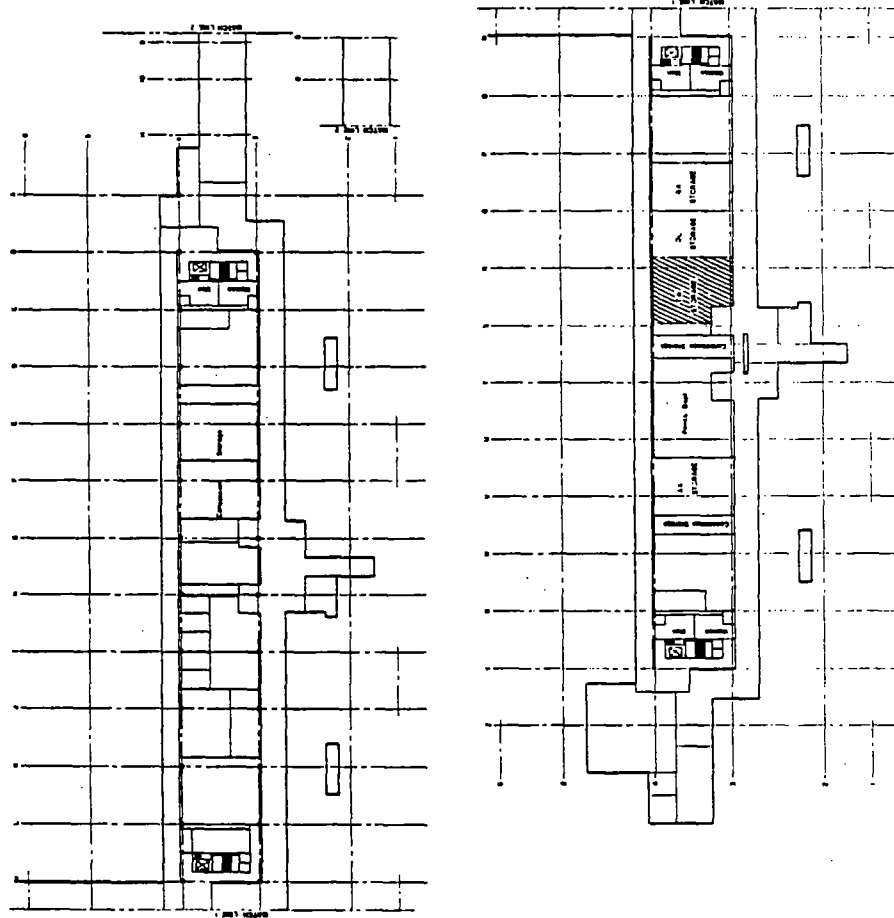
Department of Aviation
Jay R. Franke
Commissioner

City of Chicago
Richard M. Daley
Mayor

1/90

Exhibit
J-1

**AIRLINES OPERATIONS
AREA**
(Basement Floor Terminal 3)



DRAWING 3

EXHIBIT
J-1

**TRANS WORLD AIRLINES
EXCLUSIVE USE PREMISES**

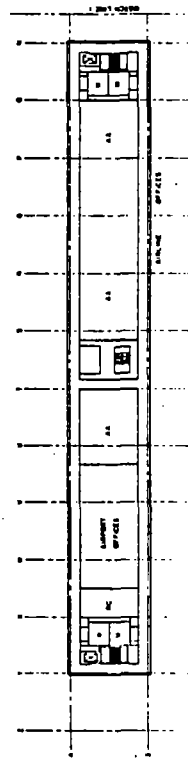
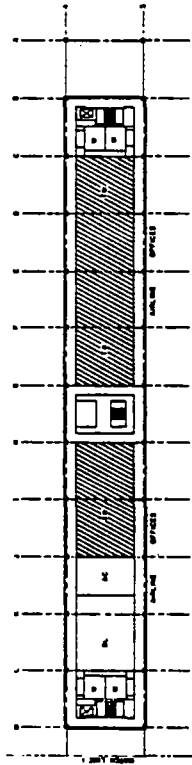
1/90

Aviation Consultant
Landrum & Brown

Department of Aviation
of Illinois
Jay R. Franke
Commissioner

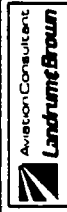
Chicago O'Hare International Airport
Richard M. Daley
Mayor

AIRLINES MEZZANINE AREA
(Mezzanine Floor Terminal 3)



DRAWING 4

TRANS WORLD AIRLINES
EXCLUSIVE USE PREMISES



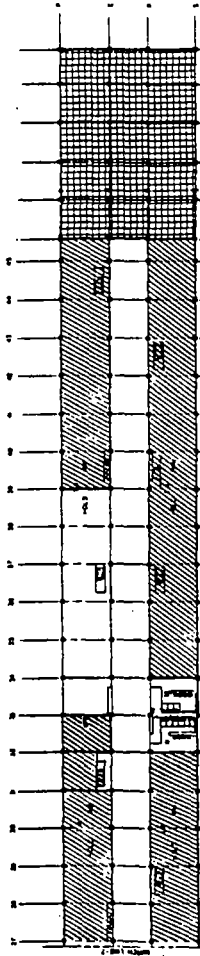
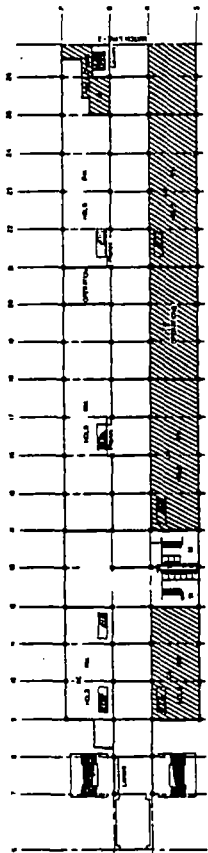
Department Jay R. Franke
Commissioner
of Aviation

Chicago O'Hare City of Chicago
International Airport Richard M. Daley
Mayor

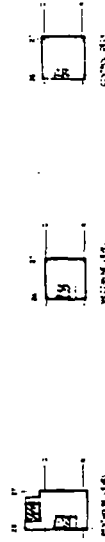
EXHIBIT
J-1

1/90

AIRLINES OPERATIONS AREA
(Second Floor Concourse G)



Future Expansion/Improvement Area



DRAWING 5

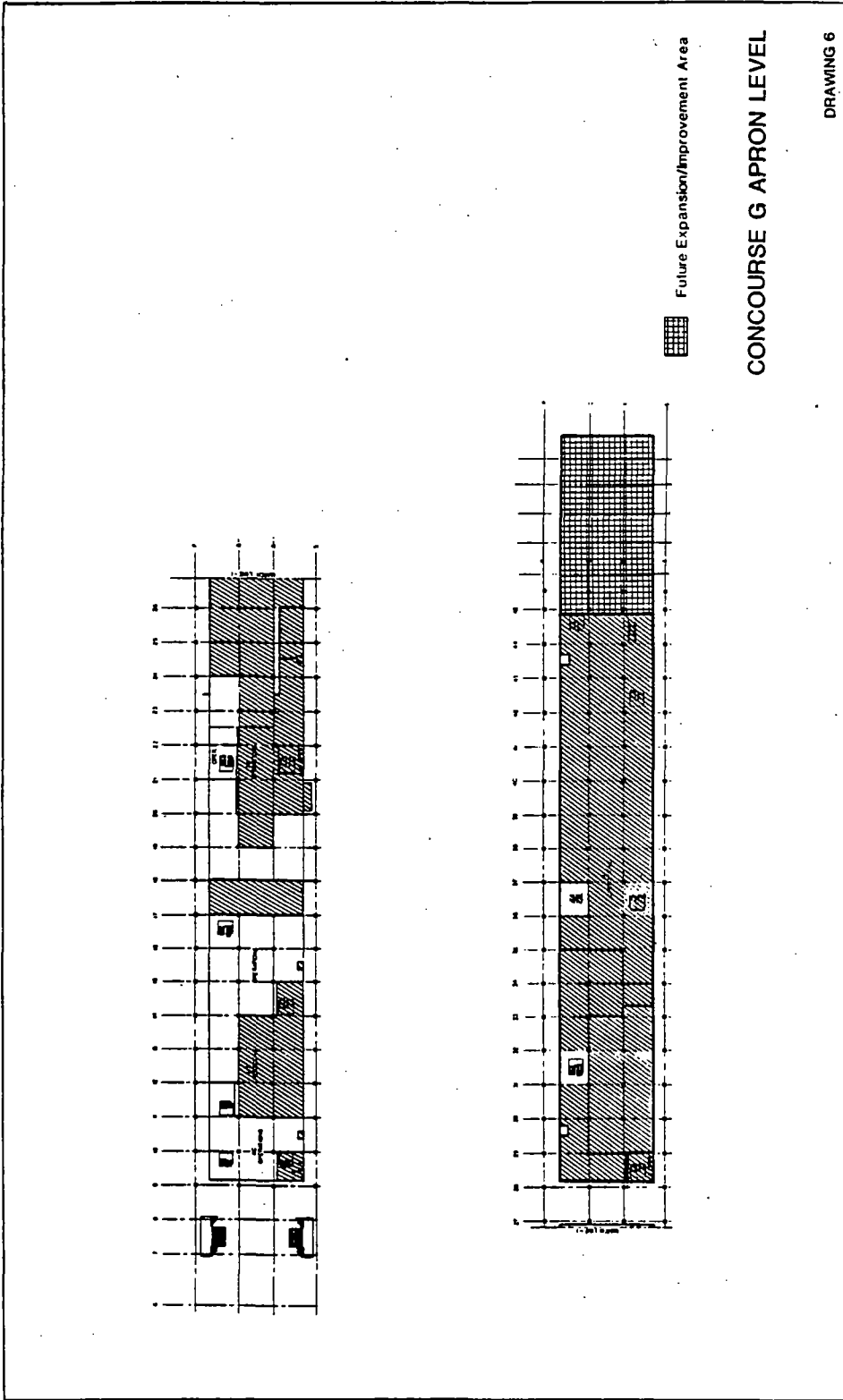
TRANS WORLD AIRLINES
EXCLUSIVE USE PREMISES

Airline Consultant
LandrumBrown

Department: Jay R. Franke
Commissioner
of Aviation

Chicago O'Hare City of Chicago
International Airport: Mayor
Richard M. Daley

1/790



Chicago O'Hare International Airport Mayor	City of Chicago Richard M. Daley	Department of Aviation	Jay R. Franke Commissioner of Aviation	 Langrum Brown	TRANS WORLD AIRLINES EXCLUSIVE USE PREMISES	Exhibit J-1
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Exhibit "B".

(Exhibit K-1)

Airline's Phase II Aircraft Parking Area.

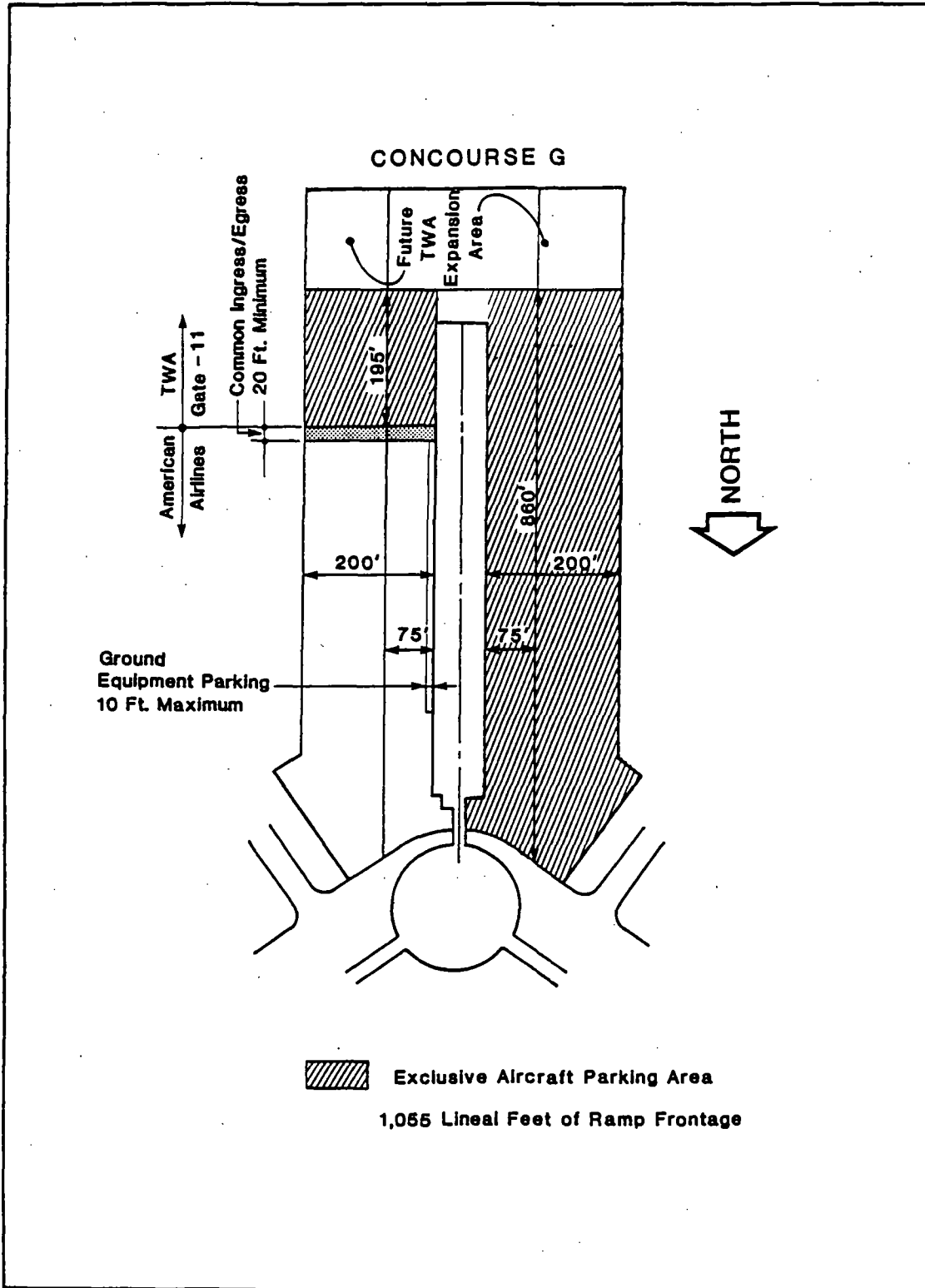
(a) City and Airline agree that Airline's Phase II Aircraft Parking Area shall consist of 1,055 linear feet of ramp frontage as shown on Exhibit K-1

(b) City and Airline agree that Airline shall have the right to ground equipment access of the apron level Exclusive Use Premises along the east side of Concourse G adjacent to American's Aircraft Parking Area. Airline shall be allowed to park ground equipment at the opening the Airline's Exclusive Use Premises but not more than ten (10) feet from the face of the exterior columns of the concourse. Airline shall not park ground equipment at anytime within American Airline's Aircraft Parking Area.

(c) City and Airline agree that, should American Airlines use its Aircraft Parking Area adjacent to Airline's Aircraft Parking Area for commuter aircraft operation, Airline shall have the right to use the apron area shown as Common Ingress/Egress for ground equipment access to Airline's Gate G-11. Airline shall not park and leave unattended ground equipment within the Common Ingress/Egress areas nor on American Airline's adjacent Aircraft Parking Area.

(d) City and Airline agree that the provisions of the agreement set forth in subparagraphs (b) and (c) immediately above shall be specifically incorporated into the Airport rules and regulations governing Airport Operations at the Airport.

[Drawing attached to this Exhibit "B" printed
on page 12558 of this Journal.]



Chicago O'Hare City of Chicago
International Airport Richard M. Daley
Mayor

Department: Jay R. Frye, Sr.
Commissioner of Aviation

Aviation Consultant
Landrum & Brown

TRANS WORLD AIRLINE'S
AIRCRAFT PARKING AREA

E-1000
K-1

3100

Exhibit "C".

(Exhibit J-2)

Airline's Phase II Exclusive Use Premises.

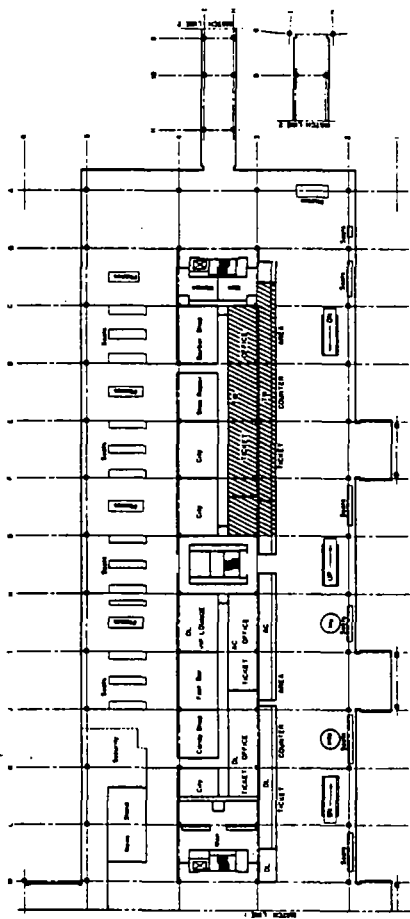
(a) City and Airline agree that Airline's Phase III Exclusive Use Premises in Terminal Building No. 3 and Concourse G, which are depicted in the drawings of this Exhibit J-2, shall comprise approximately 85,240 square feet, of which 70,584 square feet shall be deemed Airline's Existing Footage, and 14,656 square feet shall be deemed Airline's Additional Footage.

(b) Airline and City agree that prior to Airline's occupancy of all of its Phase III Exclusive Use Premises, the number of square feet of Exclusive Use Premises which shall be deemed Airline's Additional Footage shall be increased by an amount which shall be equal to (i) the number of linear feet of occupied aircraft parking area in excess of that depicted in Exhibit K-1, times (ii) 39.4. Aircraft parking areas will be deemed to be occupied when passenger access to aircraft parking in such areas is provided through loading bridge connections to the terminal or concourse buildings. Airline shall notify City of any changes in aircraft parking area occupancy thirty (30) days prior to occupancy.

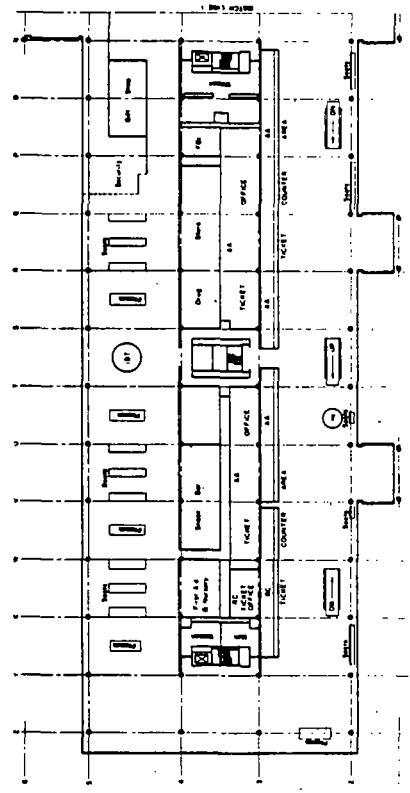
(c) City and Airline agree that the exact configuration of the Exclusive Use Premises including those to be constructed in the Expansion/Improvement Areas depicted in Exhibit J-1 are subject to changes and refinements prior to Airline's Date of Beneficial Occupancy with regard hereto, which changes and refinements shall be subject to approval by City and Airline, and that when final decisions have been made and all necessary construction is completed, appropriate amendments shall be made to this Exhibit J-2.

[Drawings attached to this Exhibit "C" printed on
pages 12560 through 12565 of
this Journal.]

AIRLINES TICKET AREA (Second Floor Terminal 3)



Terminal No. 3	1,360
Basement	15,663
Lower Level	3,270
Upper Level	5,368
Mezzanine	25,661
Total	
Concourse G	31,986
Apron Level	27,613
Upper Level	59,579
Total	85,240
Grand Total	



DRAWING 1

TRANS WORLD AIRLINES
EXCLUSIVE USE PREMISES



EXHIBIT
J-2

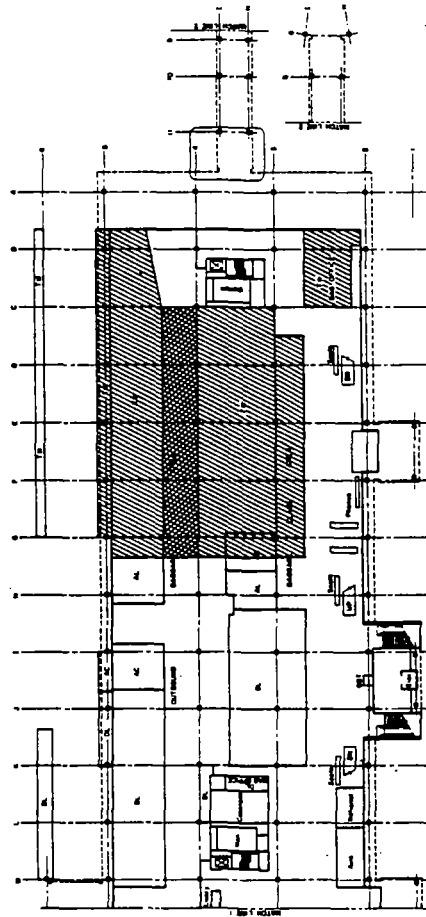
Aviation Consultant
Landrum & Brown

Department
Jay R. Franke
Commissioner
of Aviation

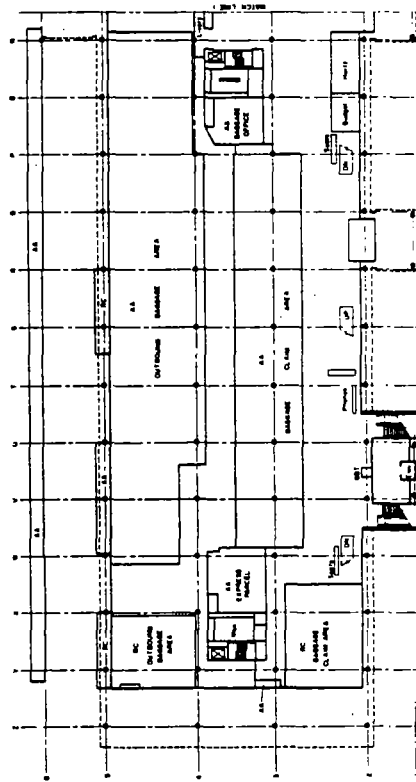
Chicago O'Hare
City of Chicago
Richard M. Daley
International Airport, Mayor

1/90

AIRLINES BAGGAGE CLAIM AREA
(First Floor Terminal 3)



Joint Use Cart Drive

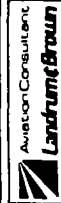


DRAWING 2

Enrich
J-2

**TRANS WORLD AIRLINES
EXCLUSIVE USE PREMISES**

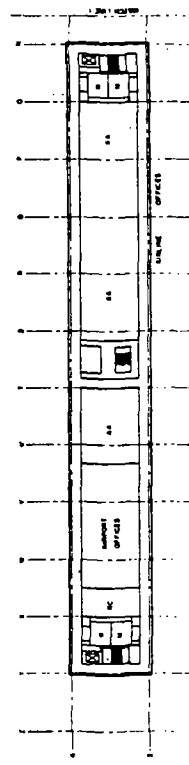
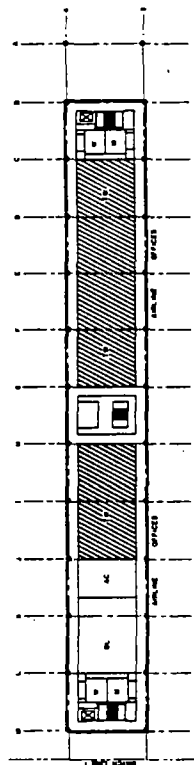
1/80



Department: Jay R. Franke
Commissioner
of Aviation

Chicago O'Hare City of Chicago
Richard M. Daley
International Airport Mayor

AIRLINES MEZZANINE AREA
(Mezzanine Floor Terminal 3)



DRAWING 3

EXHIBIT
J-2

TRANS WORLD AIRLINES
EXCLUSIVE USE PREMISES

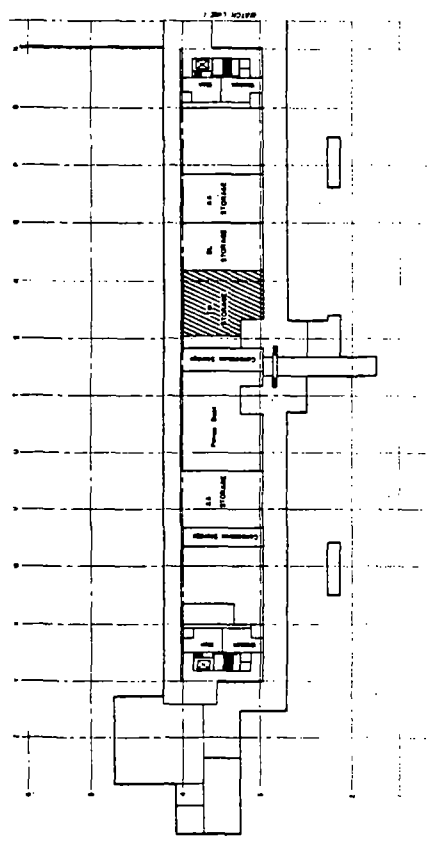
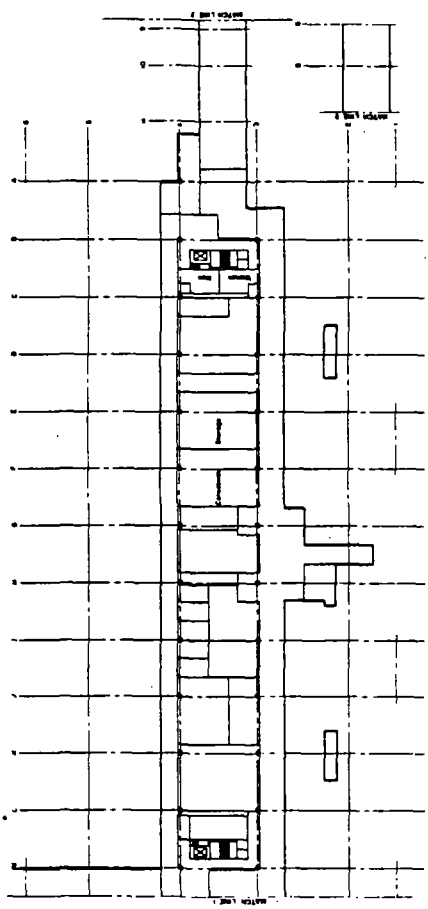
1/90

Aviation Consultant
Landrum & Brown

Department of Aviation
of Chicago
Commissioner
Judy R. Franke

Chicago O'Hare International Airport
Mayor Richard M. Daley

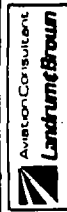
**AIRLINES OPERATIONS
AREA**
(Basement Floor Terminal 3)



DRAWING 4

EXHIBIT
J-2

TRANS WORLD AIRLINES
EXCLUSIVE USE PREMISES

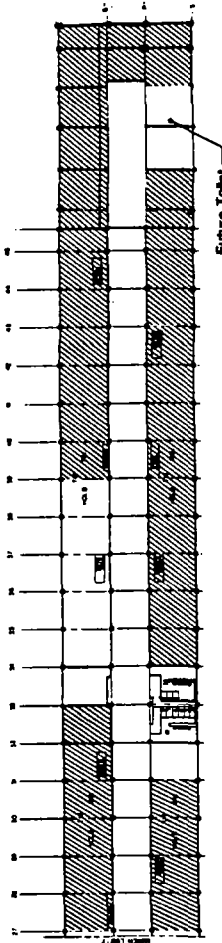
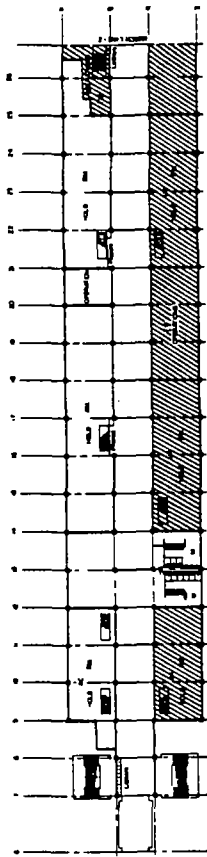


Department of Aviation
Jay R. Franke
Commissioner

Chicago O'Hare International Airport
City of Chicago
Richard M. Daley
Mayor

1/90

AIRLINES OPERATIONS AREA
(Second Floor Concourse G)

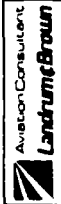


DRAWING 5

EXHIBIT
J-2

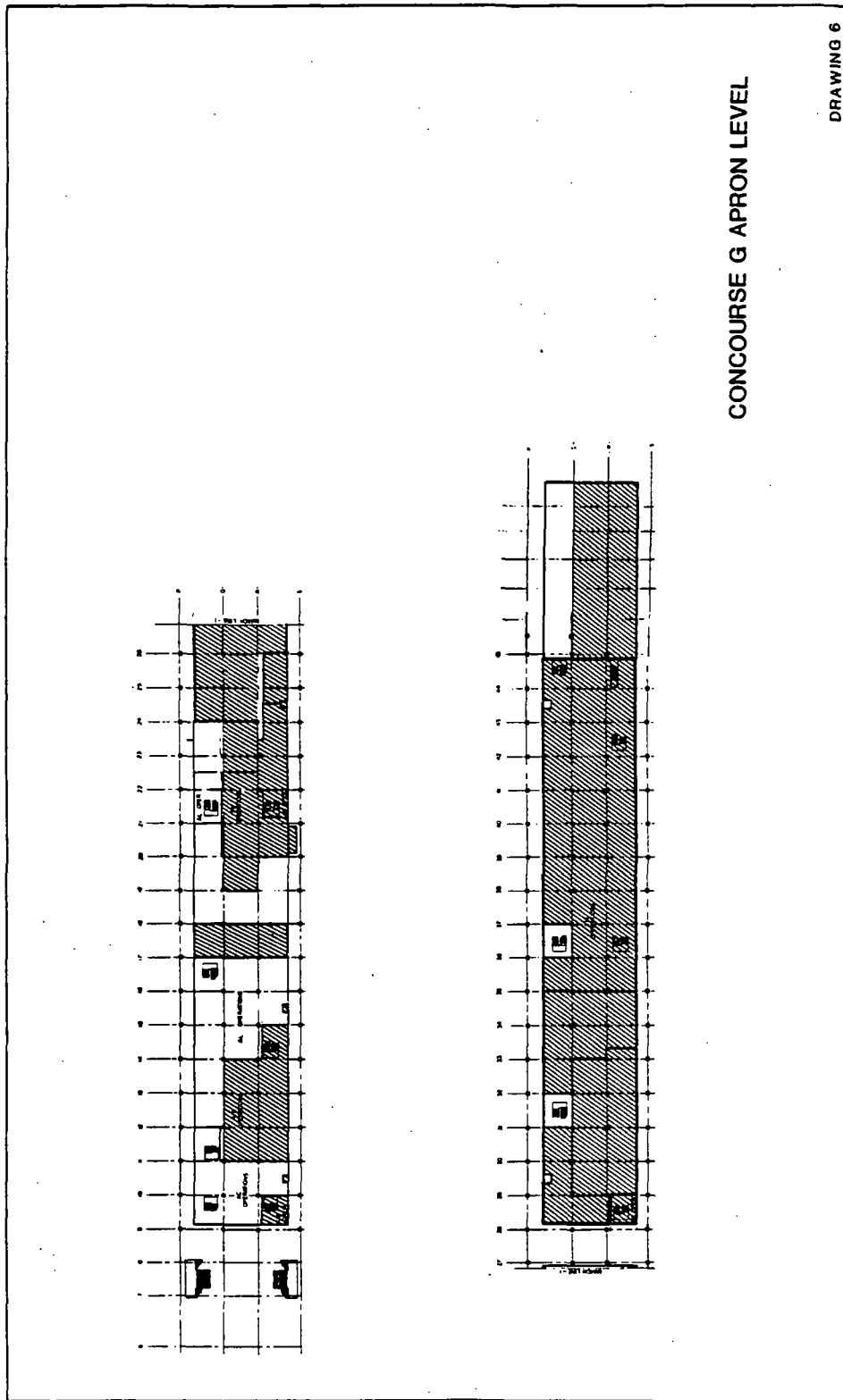
TRANS WORLD AIRLINES
EXCLUSIVE USE PREMISES

1/90



Department Jay R. Franks
Commissioner
of Aviation

Chicago O'Hare City of Chicago
International Airport Richard M. Daley
Mayor

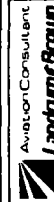


CONCOURSE G APRON LEVEL

DRAWING 6

EXHIBIT
J-2

TRANS WORLD AIRLINES
EXCLUSIVE USE PREMISES



Department of Aviation
Commissioner
Jay R. Franke

Chicago O'Hare International Airport
Mayor Richard M. Daley
City of Chicago

1/80

Exhibit "D".

(Exhibit K-2)

Airline's Phase III Aircraft Parking Area.

(a) City and Airline agree that Airline's Phase III Aircraft Parking Area shall consist of 1,439 linear feet of ramp frontage as shown on Exhibit K-2.

(b) City and Airline agree that Airline shall have the right to ground equipment access for the apron level Exclusive Use Premises along the east side of Concourse G adjacent to American's Aircraft Parking Area. Airline shall be allowed to park ground equipment at the opening to Airline's Exclusive Use Premises but not more than ten (10) feet from the face of the exterior columns of the concourse. Airline shall not park ground equipment at anytime within American Airline's Aircraft Parking Area.

(c) City and Airline agree that, should American Airlines use its Aircraft Parking Area adjacent to Airline's Aircraft Parking Area for commuter aircraft operations, Airline shall have the right to use the apron area shown as Common Ingress/Egress for ground equipment access to Airline's Gate G-11. Airline shall not park and leave unattended ground equipment within the Common Ingress/Egress areas nor on American Airline's adjacent Aircraft Parking Area.

(d) City and Airline agree that the provisions of the agreement set forth in subparagraphs (b) and (c) immediately above shall be specifically incorporated into the Airport rules and regulations governing Airport Operations at the Airport.

[Drawing attached to this Exhibit "D" printed
on page 12567 of this Journal.]

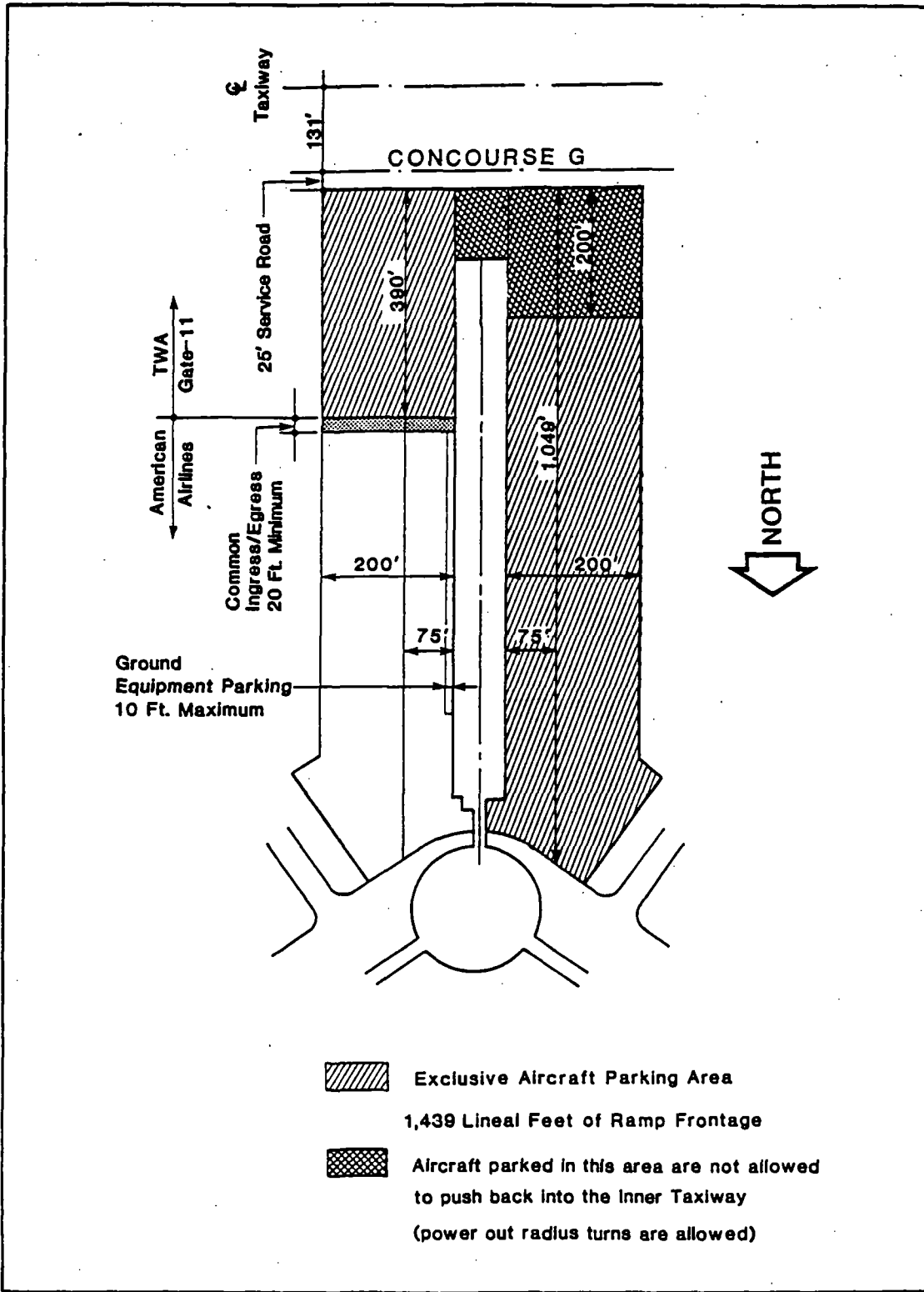


EXHIBIT
K-2
**TRANS WORLD AIRLINE'S
 AIRCRAFT PARKING AREA**

Aviation Consultant
LandrumBrown

Department of Aviation
 Jay R. Frankie
 Commissioner

City of Chicago
 Richard M. Daley
 Mayor

TERMINATION OF PIEDMONT AVIATION, INCORPORATED 1985 AIRPORT
USE AGREEMENT AND TERMINAL FACILITIES LEASE AND
AMENDMENT OF 1985 AMENDED AND RESTATED
AIRPORT USE AGREEMENT AND TERMINAL
FACILITIES LEASE WITH USAIR,
INCORPORATED AT CHICAGO
O'HARE INTERNATIONAL
AIRPORT.

A Joint Committee, composed of the members of the Committee on Finance and the members of the Committee on Aviation, submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on Finance and Committee on Aviation, having had under consideration an ordinance authorizing the termination of the Airport Use Agreement and Terminal Facilities Lease of Piedmont Airlines 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 by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Committee on Finance,
Chairman.

(Signed) THOMAS W. CULLERTON,
Committee on Aviation,
Chairman.

On motion of Alderman Burke, 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, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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. That the Mayor is authorized to execute on behalf of the City of Chicago, 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, an amendment terminating the Piedmont Aviation, Incorporated, 1985 Airport Use Agreement and Terminal Facilities Lease and revising Exhibits J-1 and K-1 as Exhibits A and B respectively of the Amended and Restated Airport Use Agreement and Terminal Facilities Lease of 1985 by and between the City of Chicago and USAir, Incorporated, for premises at Chicago O'Hare International Airport, said amendment to be substantially in the following form:

[Amendment Number 2 to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease immediately follows Section 2 of this ordinance.]

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

Amendment Number 2 to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease reads as follows:

*Amendment Number Two To The Amended And Restated
Airport Use Agreement And Terminal
Facilities Lease.*

This Amendment No. 2 to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease made and entered into as of the ____ day of _____, 1990, by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City"), and USAir, Incorporated, a corporation organized and existing under the laws of the State of Delaware ("Airline").

Witnesseth:

Whereas, City and Airline have entered into an Amended and Restated Airport Use

Agreement and Terminal Facilities Lease dated as of January 1, 1985 ("Use Agreement") which provides for, among other things, the leasing of certain space at the Chicago O'Hare International Airport (the "Airport"); and

Whereas, City and Piedmont Aviation, Incorporated ("Piedmont") entered into an Amended and Restated Airport Use Agreement and Terminal Facilities Lease (the "Piedmont Use Agreement") dated as of January 1, 1985; and

Whereas, On July 1, 1988, Airline moved its operations from Concourse G at the Airport to Concourse F and City and Airline desire to amend the Use Agreement to reflect the addition of the space on Concourse F (and associated space) to the space leased under the Use Agreement and to provide for the deletion of space on Concourse G (and associated space) from the space leased under the Use Agreement; and

Whereas, On August 5, 1989, Airline and Piedmont were merged, with USAir being the surviving corporate entity; and

Whereas, City and Airline desire to terminate the Piedmont Use Agreement and to provide for the lease by Airline under the Use Agreement of the space leased by Piedmont under the Piedmont Use Agreement.

Now, Therefore, For good and valuable consideration, City and Airline agree as follows:

Section 1. The Piedmont Use Agreement is hereby terminated.

Section 2. The revised Exhibits J-1 and K-1, copies of which are attached hereto as Exhibits A and B respectively, are hereby substituted for Exhibits J- 1 and K-1 attached to the Use Agreement.

Section 3. This Amendment No. 2 may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 4. All other terms and conditions of the Use Agreement remain in full force and effect.

In Witness Whereof, City has caused this Amendment No. 2 to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of City, and its seal to be hereunto affixed and attested by the City Clerk of City, and Airline has caused this Amendment No. 2 to be executed on its behalf by its Vice-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.]

Exhibits "A" and "B" attached to this Amendment No. 2 to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease read as follows:

Exhibit "A".

(Exhibit J-1)

Airline's Phase II Exclusive Use Premises.

(a) City and Airline agree that Airline's Phase II Exclusive Use Premises in Terminal Building No. 2 and Concourse F, which are generally depicted in the drawings of this Exhibit J-1, shall comprise approximately 40,352 square feet, of which 15,014 square feet shall be deemed Airline's Existing Footage and 25,338 square feet shall be deemed Airline's Additional Footage.

(b) Airline recognizes that City may commence construction on the extension of Concourse F (capital project TA-14) and that Airline agrees to conduct its operations in a manner which facilitates such construction, provided, however, that such construction shall not unreasonably interfere with the conduct of Airline's transportation business.

[Drawings attached to this Exhibit "A" printed on
pages 12572 through 12577 of
this Journal.]

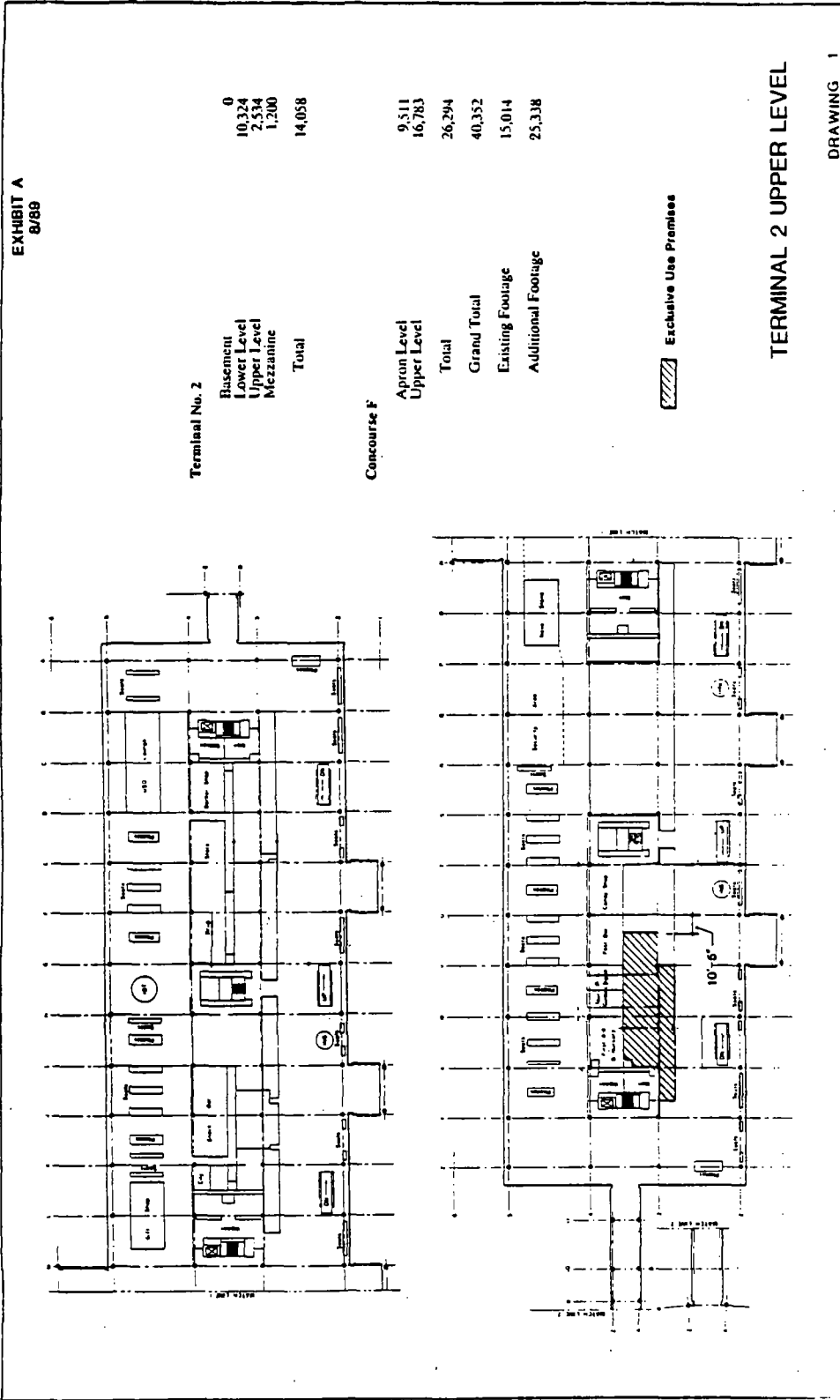
Exhibit "B".

(Exhibit K-1)


Airline's Phase II Aircraft Parking Area.

(1) City and Airline agree that Airline's Phase II Aircraft Parking Area shall consist of 768 linear feet of ramp frontage as shown on Exhibit K-1.

(Continued on page 12578)



Terminal No. 2		
Basement	0	
Lower Level	10,324	
Upper Level	2,534	
Mezzanine	1,200	
Total	14,058	
Concourse F		
Apron Level	9,511	
Upper Level	16,783	
Total	26,294	
Grand Total	40,352	
Existing Footage	15,014	
Additional Footage	25,338	

 Exclusive Use Premises

TERMINAL 2 UPPER LEVEL

DRAWING 1

CHICAGO O'HARE INTERNATIONAL AIRPORT

ORIAN ASSOCIATES
LANDING & GARDIN

US AIR EXCLUSIVE USE PREMISES

J-1

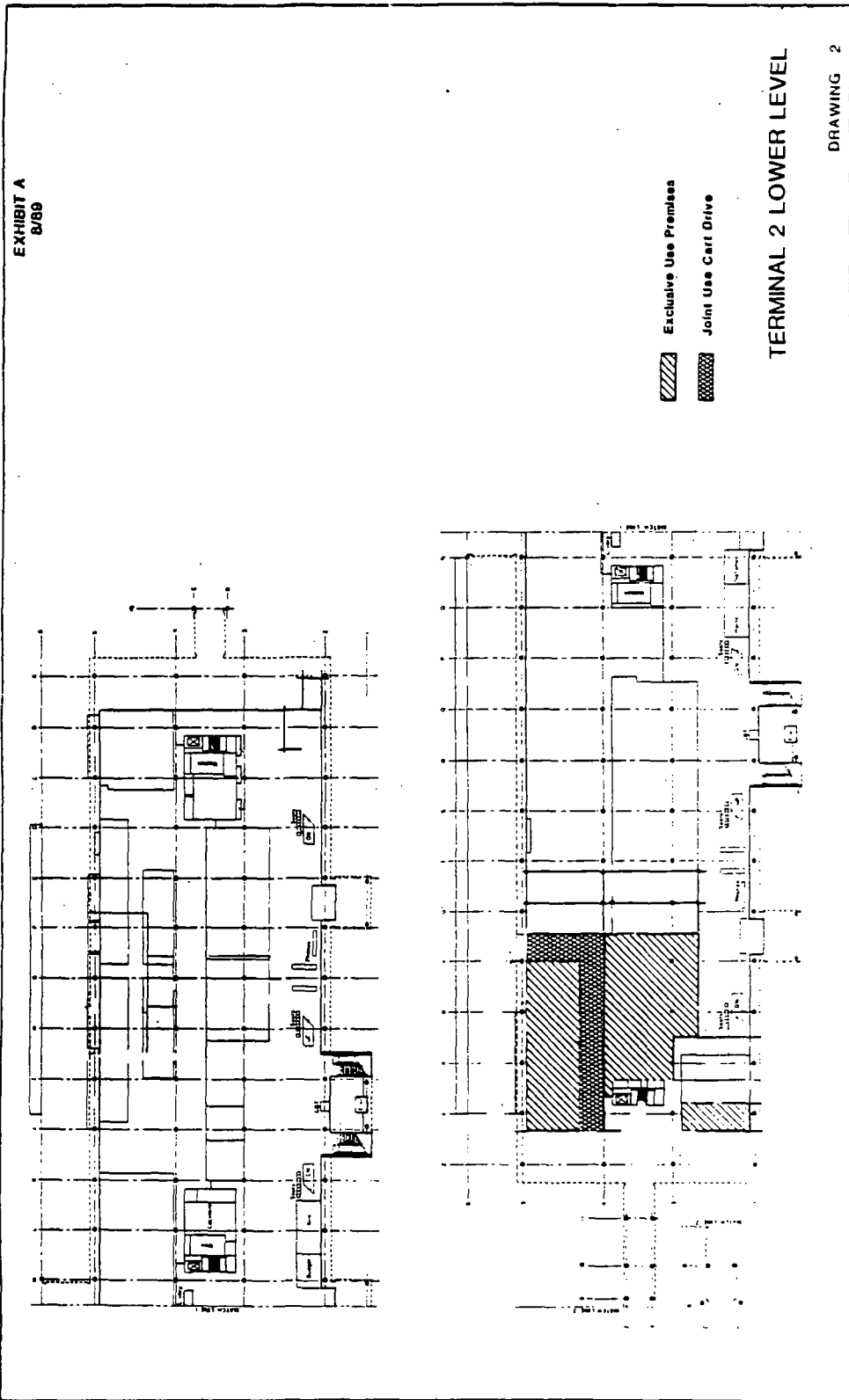




EXHIBIT A
8/89

 Exclusive Use Premises
 Joint Use Cart Drive

TERMINAL 2 LOWER LEVEL

DRAWING 2

FEDERAL BUREAU OF INVESTIGATION
 AIRPORT
 US AIR EXCLUSIVE USE PREMISES
 J-1

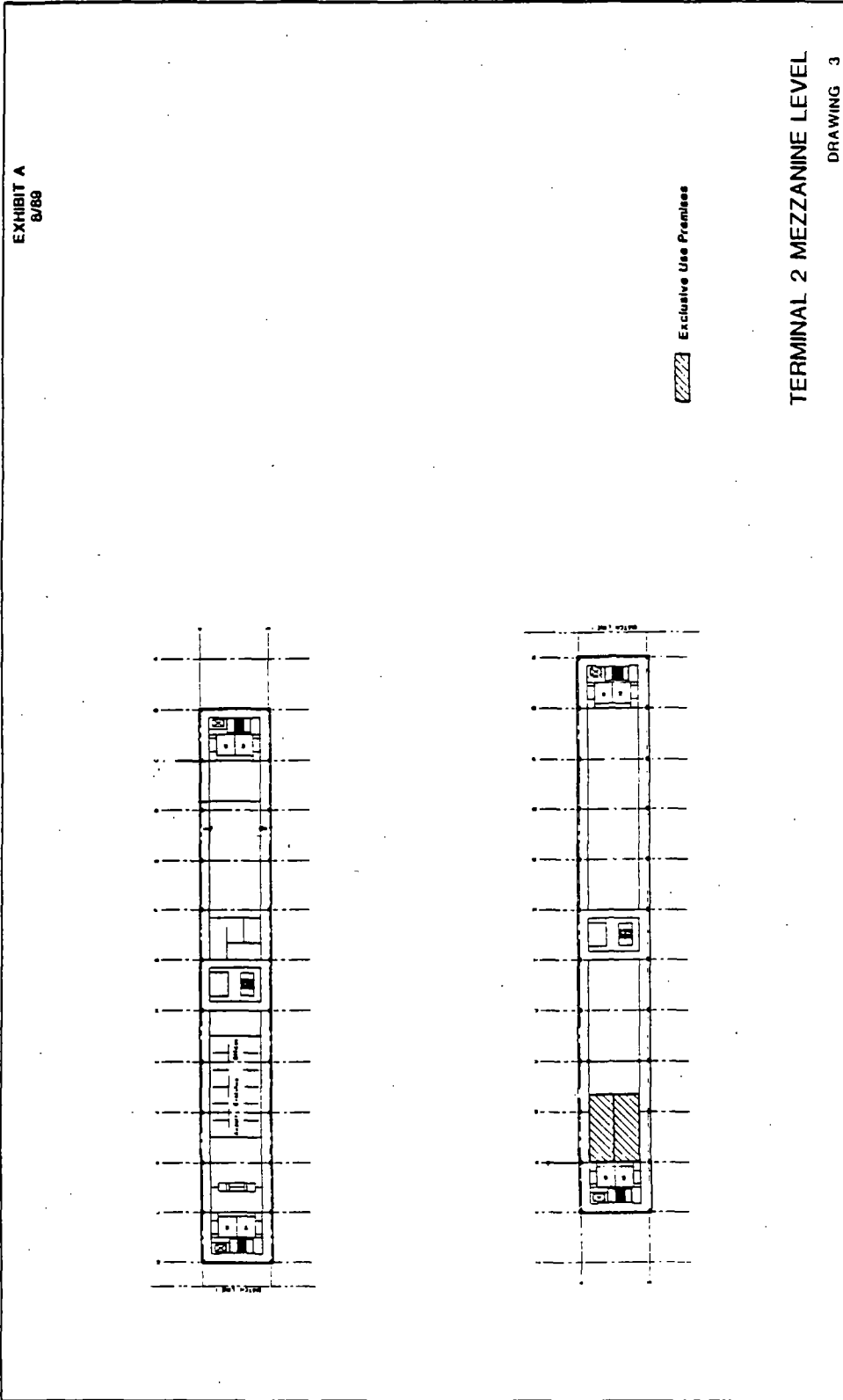



EXHIBIT A
8/89

 Exclusive Use Premises

TERMINAL 2 MEZZANINE LEVEL

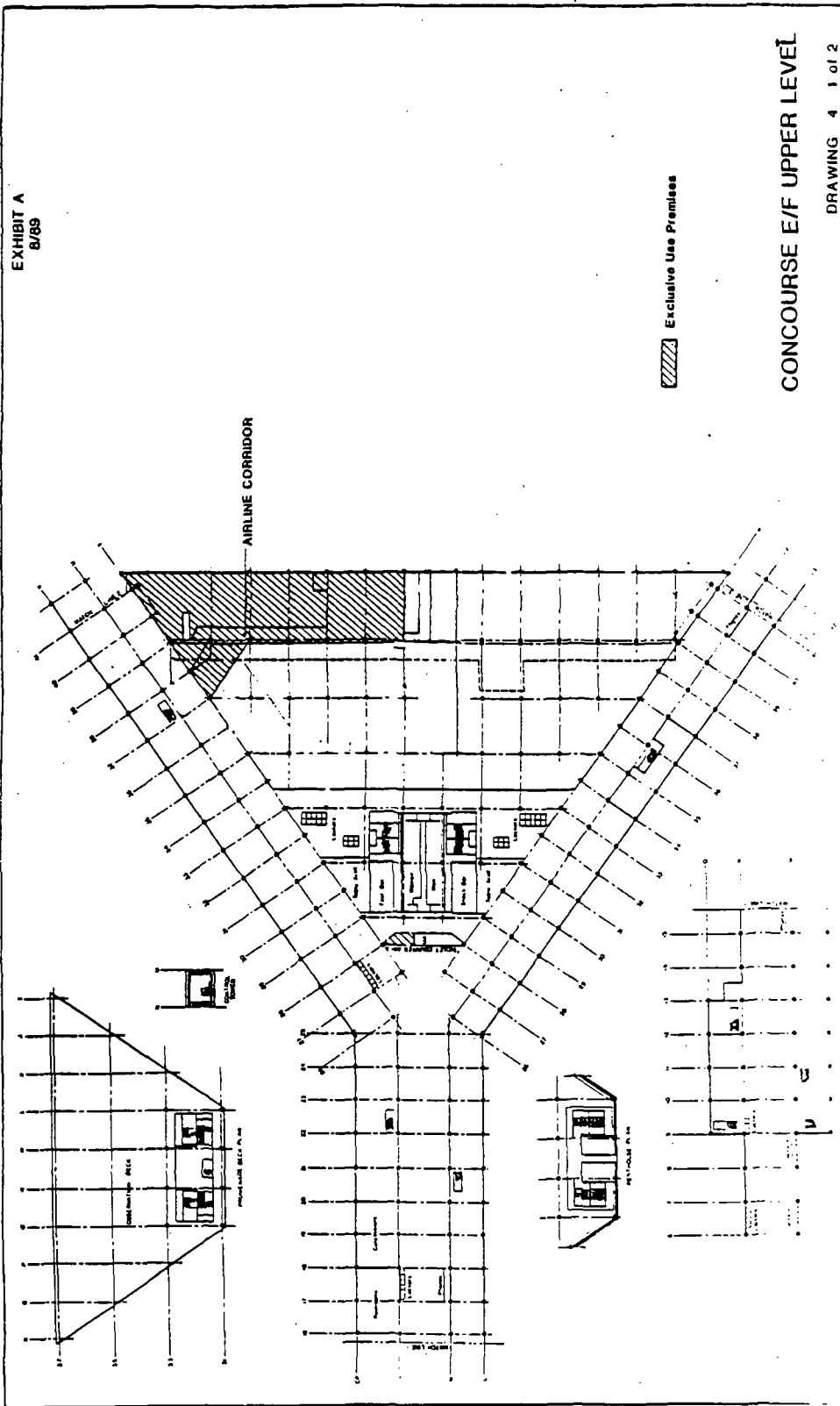
DRAWING 3

J-1

US AIR EXCLUSIVE USE PREMISES

OHARE ASSOCIATES
LANDMARK BUILDING

CHICAGO O'HARE INTERNATIONAL AIRPORT



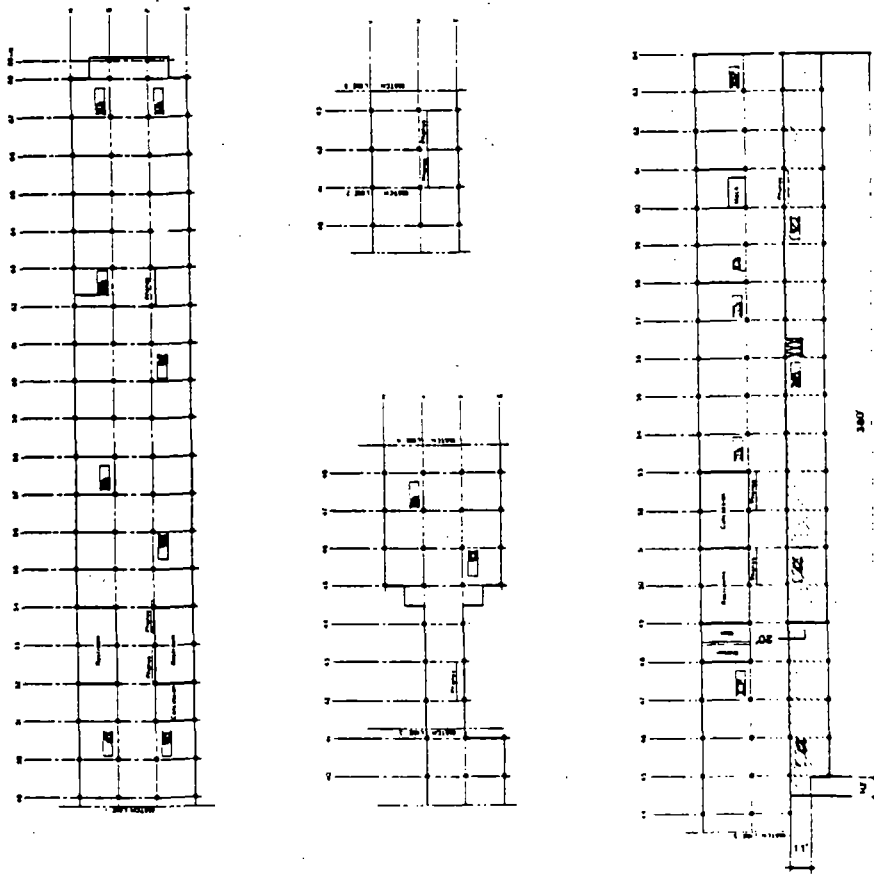
CHICAGO O'HARE INTERNATIONAL AIRPORT



OTI/AAE ASSOCIATES
LANDMARK & BRUNNEN

US AIR EXCLUSIVE USE PREMISES

J-1

EXHIBIT A
8/89



 Exclusive Use Premises
 Joint Use Premises

CONCOURSE E/F UPPER LEVEL

DRAWING 4 2 of 2

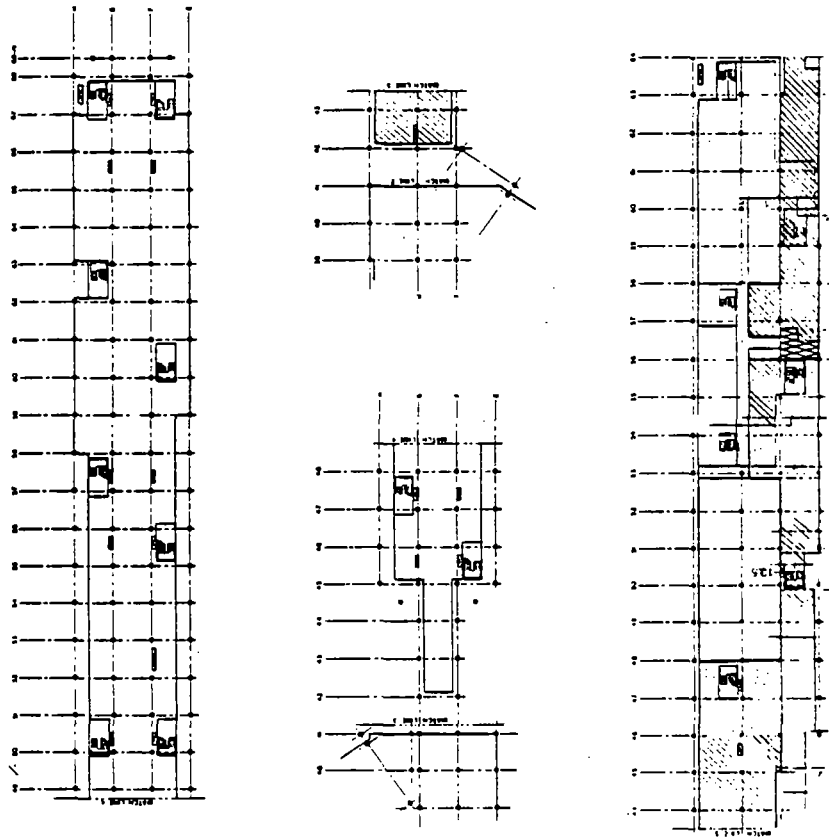
J-1



US AIR EXCLUSIVE USE PREMISES

OTI & ASSOCIATES
LANDMARK & BROWN

CHICAGO O'HARE INTERNATIONAL AIRPORT

EXHIBIT A
8/89



 Exclusive Use Premises
 Joint Use Premises

CONCOURSE E/F APRON LEVEL

DRAWING 5

J-1

US AIR EXCLUSIVE USE PREMISES

CHICAGO AIRPORT ASSOCIATES
LANDMARK BROWN

CHICAGO O'HARE INTERNATIONAL AIRPORT

(Continued from page 12571)

(2) Adjacent to the Aircraft Parking Area is approximately 7,200 square feet of area assigned by the City for the storage of Airline's ramp equipment. City and Airline agree that Airline shall not utilize this area or any portion thereof for construction, enclosing or finishing as Exclusive Use Premises unless agreed to by the City pursuant to Section 8.01 of this Agreement.

[Drawing attached to this Exhibit "B" printed on page 12579 of this Journal.]

JOINT COMMITTEE.

COMMITTEE ON FINANCE.

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

Action Deferred -- AMENDMENT OF MUNICIPAL CODE BY ADDITION OF
NEW CHAPTER 27.1 ENTITLED "ADMINISTRATIVE ADJUDICATION
OF PARKING TICKETS" AND REVISION OF EXISTING
CHAPTER 27 REGULATING ADMINISTRATIVE
ADJUDICATION AND ENFORCEMENT
OF PARKING ORDINANCES.

A Joint Committee, composed of the members of the Committee on Finance and the members of the Committee on Traffic Control and Safety, submitted the following report which was, on motion of Alderman Shiller and Alderman Garcia, *Deferred* and ordered published:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

(Continued on page 12580)

(Continued from page 12578)

Your Joint Committee of Finance and Traffic Control and Safety to which was transmitted a substitute ordinance amending the Municipal Code of Chicago by adding a new Chapter 27.1 entitled "Administrative Adjudication of Parking Tickets" and amending relevant sections of Chapter 27 of the Municipal Code pertaining to the process of administrative adjudication and the enforcement of parking ordinances, begs leave to recommend that Your Honorable Body do pass the proposed substitute ordinance submitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Committee on Finance,
Chairman.

(Signed) ANTHONY C. LAURINO,
Committee on Traffic Control
and Safety.
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. The Municipal Code of Chicago is hereby amended by adding in proper numerical sequence a new Chapter 27.1, entitled "Administrative Adjudication Of Parking Violations," as follows:

27.1-1. (a) The purpose of this chapter is to provide for the administrative adjudication of violations of ordinances regulating vehicular standing and parking within the city and to establish a fair and efficient system for the enforcement of such regulations.

(b) The administrative adjudication system, established pursuant to Section 11-208.3 of the Illinois Vehicle Code, shall be operated under the supervision of the City Parking Administrator who is authorized to adopt, distribute, and process parking violation notices and additional notices, collect money paid as fines and penalties for violations of parking ordinances, and establish procedures necessary for the prompt, fair and efficient operation of the administrative adjudication system.

(c) The City Parking Administrator is further authorized to adopt rules and regulations pertaining to: the hearing process, the selection and appointment of hearing officers, the content of forms and procedures, and the daily operation of the administrative adjudication of parking violations program.

27.1-2. (a) The violation of any provision of Chapter 27 prohibiting or restricting vehicular standing or parking shall be a civil offense punishable by fine, and no criminal penalty, or civil sanction other than that prescribed in this chapter, shall be imposed.

(b) The fines listed below shall be imposed for a violation of the following sections of Chapter 27 of the Municipal Code:

27-305	\$ 15.00
27-306(a) and (b)	15.00
27-307	15.00
27-308(d)	50.00
27-311(a) (1)-(6) and (8)-(20)	25.00
27-311(a) (7)	50.00
27-312(b) and (c)	100.00
27-313	15.00
27-314(b)	15.00
27-315	15.00
27-316	25.00
27-317	15.00
27-317.1	50.00
27-318	25.00
27-319	15.00
27-320	25.00
27-321	25.00
27-322	25.00

27-323	\$15.00
27-324	15.00
27-325	15.00
27-326	25.00
27-329(a)	10.00
27-329(b)	20.00
27-372	25.00
27-411.2	50.00

All other violations of any provision of Chapter 27 prohibiting or restricting vehicular standing or parking not specified in this schedule 15.00

27.1-3. (a) *Whenever any vehicle shall have been parked in violation of any provision of Chapter 27 prohibiting or restricting vehicular standing or parking, the person in whose name the vehicle is registered with the Secretary of State of Illinois or such other State's registry of motor vehicles shall be prima facie responsible for the violation and subject to the penalty therefor.*

(b) *Whenever any vehicle is parked in violation of any provision of Chapter 27 prohibiting or restricting vehicular parking or standing, any police officer, other designated member of the police department, parking enforcement aide or other person designated by the City Parking Administrator observing such violation may issue a parking violation notice, as provided for in Section 27.1-4 and serve the notice on the owner of the vehicle by handing it to the operator of the vehicle, if he is present, or by affixing it to the vehicle in a conspicuous place. The issuer of the notice shall specify on the notice his identification number, the particular parking regulation allegedly violated, the make and state registration number of the cited vehicle, and the place, date, time and nature of the alleged violation and shall certify the correctness of the specified information by signing his name to the notice.*

(c) *It shall be unlawful for any person, other than the owner of the vehicle or his designee, to remove from a vehicle a parking violation notice affixed pursuant to this chapter.*

27.1-4. (a) *The parking violation notice shall contain the information required under Section 27.1-3. In addition, the notices shall state the applicable fine as provided in Section 27.1-2, the monetary penalty which shall be automatically assessed for late payment, that vehicle immobilization and driver's license suspension may be imposed if fines and penalties are not paid in full, that payment of the indicated fine, and of any applicable penalty for late payment, shall operate as a final disposition of the violation, and information as to the availability of an administrative hearing in which the violation may be contested on its merits and the time and manner in which such hearing may be had.*

(b) *The City Parking Administrator shall distribute parking violation notices to parking enforcement aides, other persons authorized to issue parking violation notices, and the Department of Police for issuance pursuant to Section 27.1-3. The Superintendent of Police shall be responsible for the distribution of the notice forms within the Department of Police, shall maintain a record of each set of notices issued to individual members of the department and shall retain a receipt for every set so issued.*

(c) *The City Parking Administrator shall compile and maintain complete and accurate records relating to all parking violation notices issued pursuant to Section 27.1-3 and the dispositions thereof. In addition, the City Parking Administrator shall make certified reports to the Secretary of State pursuant to Section 6-306.5 of the Illinois Vehicle Code.*

27.1-5. (a) *A person on whom a parking violation notice has been served pursuant to Section 27.1-3 shall within 7 days from the date of the notice: (1) pay the indicated fine; or, in the manner indicated on the notice, either (2) submit the materials set forth in Section 27.1-7 to obtain an adjudication by mail; or (3) request an administrative hearing as set forth in Section 27.1-8 to contest the charged violation. A response by mail shall be deemed timely if postmarked within 7 days of the issuance of the notice of violation.*

(b) *If the respondent submits documentary evidence to obtain an adjudication by mail pursuant to Section 27.1-7, the City Parking Administrator shall send the respondent a copy of the hearing officer's determination in accordance with subsection (f) herein.*

(c) *If the respondent requests an administrative hearing to contest the cited violation pursuant to Section 27.1-8, the City Parking Administrator shall notify the respondent in writing of the location and time available for a hearing in accordance with subsection (f) herein.*

Where a respondent who has requested an administrative hearing either fails to pay the indicated fine prior to the hearing or appear at a hearing, a determination of parking violation liability shall be entered in the amount of the fine indicated on the notice of violation. Failure to pay the fine within 21 days of issuance of a hearing officer's determination of liability will result in the imposition of a late payment penalty pursuant to subsection (e) herein. Upon the occurrence of a final determination of parking violation liability, any unpaid fine or penalty will constitute a debt due and owing the city. The City Parking Administrator will cause a notice of hearing providing this information to be sent to the respondent in accordance with subsection (f) herein.

(d) If no response is made in accordance with subsection (a) of this section, the City Parking Administrator shall cause a second notice of violation to be sent to the respondent in accordance with subsection (f) herein. The notice shall specify the date and location of the violation, the make and state registration number of the cited vehicle, the code provision violated, the applicable fine, and the time and manner in which the respondent may obtain an adjudication by mail or request a hearing to contest the violation. If the respondent requests an administrative hearing to contest the cited violation, the City Parking Administrator will cause a notice of hearing to be sent to the respondent as provided in subsection (c) herein.

If the respondent fails to pay the indicated fine, submit documentary evidence to obtain an adjudication by mail, or request a hearing to contest the charged violation within 14 days from the date of such notice, a determination of parking violation liability shall be entered in the amount of the fine indicated on the notice of violation. Failure to pay the fine within 21 days of issuance of the determination of liability will result in the imposition of a late payment penalty pursuant to subsection (e) hereon. Upon the occurrence of a final determination of parking violation liability, any unpaid fine or penalty will constitute a debt due and owing the city. The second notice of violation shall provide the above information.

(e) Failure by any respondent to pay or mail payment of the fine for a parking violation within 21 days of the issuance of the determination of liability will automatically subject the respondent to a penalty for late payment. The penalty for late payment shall be an amount equal to the amount of the fine for the relevant parking violation.

(f) The City Parking Administrator shall serve the notice of hearing, the second notice of violation, the hearing officer's determination, the notice of final determination of parking violation liability, the notice of impending vehicle immobilization and the notice of impending driver's license suspension, where applicable, by first class mail, postage prepaid, to the address of the registered owner of the cited vehicle as recorded with the Secretary of State of Illinois. If the vehicle is registered in a state other than Illinois, the City Parking Administrator shall send the appropriate notice to the address of the registered owner as recorded in such other state's registry of motor vehicles.

27.1-6. A person charged with a parking violation may contest the charge through an adjudication by mail or at an administrative hearing limited to one or more of the following grounds with appropriate evidence to support:

- (1) That the respondent was not the owner or lessee of the cited vehicle at the time of the violation;*
- (2) That the cited vehicle or its state registration plates were stolen at the time the violation occurred;*
- (3) That the relevant signs prohibiting or restricting parking were missing or obscured;*

- (4) *That the relevant parking meter was inoperable or malfunctioned through no fault of the respondent;*
- (5) *That the facts alleged in the parking violation notice are inconsistent or do not support a finding that the specified regulation was violated.*

27.1-7. (a) Administrative hearings to review materials submitted for the adjudication by mail of parking violations cited pursuant to Section 27.1-3 shall be held by a hearing officer appointed by the City Parking Administrator and conducted in accordance with this section.

(b) The respondent may contest a parking violation based on one or more of the grounds provided in Section 27.1-6, by mailing to the Bureau of Parking Enforcement the following materials and information: the notice of violation, the full name, address and telephone number(s) of the respondent; the make, model and year of the vehicle; any documentary evidence that rebuts the charge; and a written statement signed by the respondent setting forth facts relevant to establishing a defense to the charge. A photocopy of any documentary evidence submitted by any party shall be accepted as the equivalent of the original document.

(c) No violation may be established except upon proof by a preponderance of the evidence; provided, however, that a parking violation notice, or a copy thereof, issued in accordance with Section 27.1-3 shall be prima facie evidence of the correctness of the facts specified therein.

(d) Upon review of the materials submitted in accordance with subsection (b) herein, the hearing officer shall enter a determination of no liability or of liability in the amount of the fine for the relevant violation as provided in Section 27.1-2. Upon issuance, such determination shall constitute a final determination for purposes of judicial review under the Administrative Review Law of Illinois.

27.1-8. (a) Administrative hearings for the adjudication of parking violations issued pursuant to Section 27.1-3 shall be held before a hearing officer appointed by the City Parking Administrator and conducted in accordance with this section.

(b) The respondent may appear pro se or, at his own expense, by an attorney. An attorney who appears on behalf of any person shall file with the hearing officer a written appearance on a form provided by the City Parking Administrator for such purpose.

(c) The formal and technical rules of evidence shall not apply in the conduct of the hearing.

(d) All testimony shall be given under oath or affirmation, which shall be administered by the hearing officer. The hearing officer may issue subpoenas to secure the attendance and testimony of witnesses and the production of relevant documents; provided, however, that a respondent who appears by an attorney shall not be compelled to attend the hearing and may submit his testimony, if any, by affidavit. In addition,

witnesses who have not been subpoenaed to attend the hearing may submit their testimony, if any, by affidavit.

(e) No violation may be established except upon proof by a preponderance of the evidence; provided, however, that a parking violation notice, or a copy thereof, issued and signed in accordance with Section 27.1-3 shall be prima facie evidence of the correctness of the facts specified therein.

(f) The hearing officer may, on a showing of good cause, grant one continuance to a date certain.

(g) The City Parking Administrator shall cause a record to be made of each hearing, and recording devices may be used for such purpose.

27.1-9. (a) Upon conclusion of a hearing under Section 27.1-8, the hearing officer shall issue a determination of no liability or of liability in the amount of the fine for the relevant violation as provided in Section 27.1-2. Upon issuance, such determination shall constitute a final determination for purposes for judicial review under the Administrative Review Law of Illinois.

(b) If a person fails to respond to the parking violation notice and the second notice of violation, a determination of liability shall be entered against the respondent pursuant to Section 27.1-5(d) and shall be served upon the respondent in accordance with Section 27.1-5(f). Such determination shall become final for purposes of judicial review under the Administrative Review Law of Illinois upon the denial of, or the expiration of the time in which to file, a timely petition to set aside the determination as provided in subsection (c) of this section.

(c) Within 21 days from the issuance of a determination of liability pursuant to subsection (b) herein, the person against whom the determination was entered may petition the City Parking Administrator by appearing in person, at the location specified in the hearing officer's determination, to set aside the determination; provided, however, the grounds for the petition shall be limited to: (1) the person not having been the owner or lessee of the cited vehicle on the date the parking violation notice was first issued; (2) the person having already paid the fine or penalty for the parking violation in question; or (3) excusable failure, based upon criteria established by the City Parking Administrator, to appear at or request a new date for a hearing. The petitioner shall appear with appropriate evidence, pursuant to Section 27.1-6, so that if the petition is granted, he is prepared to proceed immediately with a hearing on the merits.

27.1-10. (a) If any fine or penalty is owing and unpaid after a determination of liability has become final and the respondent has exhausted or failed to exhaust judicial procedures for review, the City Parking Administrator shall cause a notice of final determination of parking violation liability to be sent to the respondent in accordance with Section 27.1-5(f).

(b) Any fine and penalty, if applicable, remaining unpaid after the notice of final determination of parking violation liability is sent shall constitute a debt due and owing the city. Failure of the respondent to pay such fine or penalty within 14 days of the date of

the notice may result in the city's filing of a petition in the Circuit Court of Cook County to have reduced to judgment any unpaid fine or penalty with costs, and, if applicable: (1) the immobilization of the person's vehicle for failure to pay fines or penalties for five or more parking violations and (2) the suspension of the person's driver's license for failure to pay fines or penalties for ten or more parking violations.

27.1-11. Where the registered owner of a vehicle served with a parking violation notice is the City of Chicago, the City Parking Administrator shall notify the department, agency or office to which the vehicle is assigned. Officers and employees of the City of Chicago shall be held personally liable for parking violation notices served upon city vehicles assigned to their possession or use unless the fine for such violation is paid by the respective city department, agency or office.

27.1-12. (a) The City Parking Administrator is hereby authorized to direct and supervise a program of vehicle immobilization for the purpose of enforcing the parking regulations of this chapter. The program of vehicle immobilization shall provide for immobilizing any eligible vehicle located upon the public way or any city-owned property by placement of a restraint in such a manner as to prevent its operation or if the eligible vehicle is parked or left in violation of any provision of this chapter concerning obstruction of traffic, access or egress from any driveways, alleys, firelanes, hydrants or stations, or in any place where it constitutes an obstruction or a hazard, or where it impedes city workers during such operations as snow removal, the City Parking Administrator may cause the eligible vehicle to be towed to a city vehicle pound or relocated to a legal parking place and there restrained.

(b) When the registered owner of a vehicle has accumulated five or more final determinations of parking violation liability for which the fines and penalties, if applicable, have not been paid in full, the City Parking Administrator shall cause a notice of impending vehicle immobilization to be sent, in accordance with Section 27.1-5(f). The notice of impending vehicle immobilization shall state the name and address of the registered owner, the state registration number of the vehicle or vehicles registered to such owner, and the serial numbers of parking violation notices which have resulted in final determinations of liability for which the fines or penalties remain unpaid. Failure to pay the fines and penalties owed within 21 days from the date of the notice will result in the inclusion of the state registration number of the vehicle or vehicles of such owner on an immobilization list. A person may challenge the validity of the notice of impending vehicle immobilization by requesting a hearing and appearing in person to submit evidence which would conclusively disprove liability within 21 days of the date of the notice. Documentary evidence which would conclusively disprove liability shall be based on the following grounds:

- (1) That all fines and penalties for the parking violations cited in the notice have been paid in full; or*
- (2) That the registered owner has not accumulated five or more final determinations of parking violation liability which were unpaid at the time the notice of impending vehicle immobilization was issued.*

(c) Upon immobilization of an eligible vehicle, a notice shall be affixed to the vehicle in a conspicuous place. Such notice shall warn that the vehicle is immobilized and that any attempt to move the vehicle may result in its damage. The notice shall also state that the unauthorized removal of or damage to the immobilizing restraint is a violation of Sections 16-1 and 21-1 of the Illinois Criminal Code. The notice shall also provide information specifying how release of the immobilizing restraint may be had, and how the registered owner may obtain an immobilization hearing. If the restraint has not been released within 24 hours of its placement, the restraint shall be released and the vehicle towed and impounded.

(d) The owner of an immobilized vehicle or other authorized person may secure the release of the vehicle by paying the immobilization, towing and storage fees provided in subsection (g) herein, and all fines and penalties remaining due on each final determination of parking violation liability issued to such person.

(e) The owner of an immobilized vehicle shall have the right to a hearing to determine whether the immobilization or any subsequent towing was erroneous, if the owner files a written request for a hearing with the City Parking Administrator within 14 days after immobilization or 14 days of the date of the notice sent pursuant to subsection (f) herein, whichever is later. Hearings requested pursuant to this subsection shall be conducted by a hearing officer upon receipt of a written request for a hearing. The determination of the hearing officer regarding the validity of the immobilization shall become final for the purpose of judicial review under the Administrative Review Law of Illinois upon issuance.

(f) Within 10 days after a vehicle has been impounded, a notice of impoundment shall be sent by certified mail return receipt requested, to the address of the registered owner as listed with the Secretary of State. The notice shall state that the owner has the right to request a post-immobilization and post-towing hearing as provided in subsection (e) herein, and that if the vehicle is not claimed within 30 days from the date of the notice, the vehicle may be sold or otherwise disposed of in accordance with Section 4-208 of the Illinois Vehicle Code.

(g) The fee for immobilization shall be \$60.00, the fee for towing subsequent to immobilization shall be \$100.00 and the storage fee shall be \$5.00 per day, or \$15.00 per day if the vehicle has a gross weight of 8,000 pounds or more; provided that no fees shall be assessed for any immobilization or tow which has been determined to be erroneous.

(h) It shall be unlawful to relocate or tow any vehicle restrained by an immobilizing device without the approval of the City Parking Administrator. The unauthorized removal of an immobilized vehicle shall be subject to a penalty of no less than \$500.

27.1-13. (a) When a person has failed to pay any fine or penalty due and owing pursuant to this chapter on ten or more parking violations, the City Parking Administrator shall cause a notice of impending driver's license suspension to be sent, in accordance with Section 27.1-5(f). The notice shall state that failure to pay the amount owing within 45 days of the date of the notice will result in the city's notifying the Secretary of State that the person is eligible for initiation of suspension proceedings pursuant to Section 6-306.5 of the Illinois Vehicle Code.

(b) If a person sent a notice pursuant to subsection (a) fails to pay the amount owing within the time stated on the notice, the City Parking Administrator may file with the Secretary of State a certified report, in accordance with Section 6-306.5(c) of the Illinois Vehicle Code, that the person is eligible for initiation of suspension proceedings. The City Parking Administrator shall assess a \$20.00 filing fee against the person named in the certified report to reimburse the city for the expense of preparing and filing the certified report with the Secretary of State.

(c) A person named in a certified report filed pursuant to subsection (b) may, within 21 days of the date of the notice sent by the Secretary of State pursuant to Section 6-306.5(b) of the Illinois Vehicle Code, file with the City Parking Administrator a written statement and supporting documentation to challenge the report; provided, however, the grounds for such challenge shall be limited to (1) the person not having been the owner or lessee of the vehicle or vehicles receiving ten or more parking violations notices on the date or dates such notices were issued or (2) the person having already paid the fine and penalty for the ten or more violations indicated on the report. The City Parking Administrator shall send notice of the decision on the challenge of the report after receipt thereof.

(d) If a person named in a certified report has paid the previously reported fine or penalty or if the report is determined by the City Parking Administrator to be in error, the City Parking Administrator shall notify the Secretary of State in accordance with Section 6-306.5(d) of the Illinois Vehicle Code. A certified copy of such notification shall be given, upon request and at no charge, to the person named therein.

27.1-14. (a) In accordance with Section 11-1306 of the Illinois Vehicle Code, no person who is the lessor of a vehicle pursuant to a written lease agreement shall be liable for a violation of any standing or parking regulation of this chapter involving such vehicle during the period of the lease if upon receipt of a notice of violation sent within 120 days of the violation he shall, within 60 days thereafter, provide to the City Parking Administrator the name and address of the lessee.

(b) Upon receipt of a lessor's notification of the name and address of his lessee, provided pursuant to Section 11-1305 or 11-1306 of the Illinois Vehicle Code, the City Parking Administrator shall cause a notice of violation to be sent to the lessee as provided for in Section 27.1-5(d).

SECTION 2. Chapter 27, Section 27-200 of the Municipal Code of Chicago is hereby amended by adding the following [italicized] definitions, in proper alphabetical sequence and by amending the definitions of "parking" and "standing" as follows:

27-200. Whenever in this chapter *and Chapter 27.1*, the following words and phrases are used, they shall have the meanings respectively ascribed to them in this section:

Adjudication by mail. An administrative process by which a registered owner of a vehicle or his attorney may submit documentary evidence by mail to a hearing officer in order to contest liability for a parking violation.

Administrative hearing. A hearing in person before a hearing officer at which a registered owner of a vehicle or his attorney may contest liability for a parking violation.

Determination of parking violation liability or nonliability. The finding of liability or nonliability for a parking violation reached by a hearing officer after consideration of documentary evidence submitted for adjudication by mail, after an administrative hearing at which the registered owner or his attorney appears to contest liability for a parking violation, or after the registered owner has failed to appear at a requested administrative hearing or respond to a second notice of violation.

Final determination of parking violation liability. A hearing officer's determination becomes a final determination for purposes of the Administrative Review Law of Illinois upon the exhaustion or failure to exhaust procedures for administrative or judicial review.

Outstanding parking violation. A parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint or a notice of parking violation which has resulted in a final determination of parking violation liability for which payment in full has not been made.

Parking (to park). The standing of [a vehicle whether occupied or not, upon a roadway, for a period of time greater than reasonably necessary either for loading or unloading or in obedience to traffic regulations or official traffic signs or signals] an unoccupied vehicle otherwise than temporarily for the purpose of and while actually engaged in loading or unloading property or passengers.

Parking violation complaint. A parking ticket summons and complaint, placed on a vehicle parked or standing in violation of this chapter or given to the driver of the vehicle and returnable to the Circuit Court of Cook County.

Parking violation notice. A handwritten or computer-generated notice placed on a vehicle parked or standing in violation of this chapter or given to the driver of the vehicle, which may be challenged and enforced in accordance with the process of administrative adjudication.

Parking violation notice copy. Any duplicate, photocopy or reproduction, including any computer-stored or computer-generated representation of the parking violation notice.

Second notice of parking violation. The notice, mailed to the address supplied to the Secretary of State by the registered owner of a vehicle, sent after the registered owner has failed to respond within the time allotted by ordinance to a parking violation notice placed on or given to the driver of such vehicle.

[Stop, Stopping, or] Standing (*to stand*). [When prohibited, means any stopping or standing] *The halting of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in receiving or discharging passengers, provided that, an operator is either in the vehicle or in the immediate vicinity, so as to be capable of immediately moving the vehicle at the direction of a police officer or traffic control aide.* [Except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control sign or signal.]

SECTION 3. Chapter 27 of the Municipal Code of Chicago is hereby amended in subsection 27-308(d) by adding the language in italics and deleting the language in brackets as follows:

27-308.

* * *

(d) It shall be unlawful to park any vehicle on any street during the period for which temporary street cleaning signs have been posted *unless such street cleaning operation has been completed.* The [Commissioner of Public Works] *Department of Streets and Sanitation* has the authority to tow vehicles in violation of this section to the nearest lawful parking space or to temporarily move such vehicle during street cleaning operations. *The owner of a vehicle parked in violation of this subsection* [Any person found parking a vehicle in violation of street cleaning signs posted pursuant to subparagraph (b) above] shall be subject to a fine of Fifty Dollars (\$50.00).

SECTION 4. Chapter 27 of the Municipal Code of Chicago is hereby amended in Section 27-309 by adding the language in italics and deleting the language in brackets as follows:

27-309. The provisions of *this chapter* [any ordinance] prohibiting the stopping, standing or parking of vehicles shall apply at all times or at those times therein specified or as indicated on official signs except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic control device.

Notwithstanding any other provisions of this *chapter* [code], any motor vehicle bearing *handicapped (WC) or disabled veterans (D) state registration plates or a handicapped parking decal or device issued pursuant to Section 3- 616 or 11-1301.2* [registration plates issued to physically handicapped persons or disabled veterans pursuant to the provisions] of the Illinois Vehicle Code is hereby *exempt from the payment of parking meter fees and exempt from any ordinance or regulation which imposes time limitations for parking, provided, however, that this exemption shall not be construed to authorize the parking of any vehicle in any areas which prohibit parking in "no stopping" and "no standing" zones, in front of or near fire hydrants, driveways, public building entrances and exits, bus stops and loading areas, and is prohibited from parking in any area designated as a "tow-away" zone or "snow route" or where the motor vehicle constitutes a traffic hazard and the motor vehicle must be moved at the*

instruction and request of a law enforcement officer to a location designated by such officer. Any exemption granted under this section shall apply *only* to motor vehicles operated by or under the personal direction of the person for whom such handicapped or disabled veteran registration plates or *handicapped parking decal or device* were issued.

SECTION 5. Chapter 27 of the Municipal Code of Chicago is hereby amended in subsection 27-317(c) by adding the language in italics and deleting the language in brackets as follows:

27-317.

* * *

(c) Upon application and payment of the required fee the [City Clerk] *Bureau of Parking Management* shall issue annual or [half-year] *six month* "Residential Parking Permit" decals to residents of the district for use on each car owned and registered within any residential parking district [and], displaying a current city vehicle sticker *and free of outstanding parking violations*. Such a "Residential Parking Permit" sticker shall be affixed in accordance with the instructions printed thereon [which are made a part hereof,] and without the use of supplemental adhesives, at the lower right hand corner of the inside of the glass portion of the windshield of such motor vehicle, directly above the City of Chicago vehicle tax sticker. This permit sticker shall not guarantee or reserve any parking space, nor shall it exempt the holder from the observance of any traffic or parking regulation.

SECTION 6. Chapter 27 of the Municipal Code of Chicago is hereby amended in Section 27-387 by deleting subsection (d) and redesignating subsections (e) and (f) thereunder respectively as (d) and (e) and by amending subsection (e) by adding the language in italics as follows:

27-387.

* * *

(f) (e) It shall be unlawful and official misconduct for any police officer or other officer or public employee to dispose of a traffic *or parking* violation notice or copies thereof, a traffic *or parking* violation complaint, or the record of the issuance of a traffic *or parking* violation notice in a manner other than as required in this chapter *or Chapter 27.1*.

SECTION 7. Chapter 27, Section 27-311(a) of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

27-311. (a) It shall be unlawful for the operator of any vehicle to stop, stand or park such vehicle in any of the following places, except when necessary to avoid conflict with traffic or in compliance with directions of a police officer or official traffic sign or signal:

(9) at any place where the standing of a vehicle will block vehicular access to or use of any driveway or firelane;

(20) at any place where the standing of a vehicle will block the use of a curb cut access for handicapped pedestrians.

SECTION 8. Chapter 27 of the Municipal Code of Chicago is hereby amended by repealing existing Section 27-435 in its entirety and substituting therefor, a new Section 27-435 as follows:

27-435. (a) The City Parking Administrator is hereby authorized to direct and supervise a program of vehicle immobilization as provided in this section. The program of vehicle immobilization shall provide for immobilizing any eligible vehicle upon the public way by placement of a restraint in such a manner as to prevent its operation or if the eligible vehicle is parked or left in violation of any provision of this chapter concerning obstruction of traffic, access or egress from driveways, alleys, firelanes, hydrants or stations, or in any place where it constitutes an obstruction or a hazard, or where it impedes city workers during such operations as snow removal, the City Parking Administrator may cause the eligible vehicle to be towed to a city vehicle pound or relocated to a legal parking place and there restrained.

(b) A vehicle shall be eligible for immobilization as provided herein any time after inclusion of its state registration number on an immobilization list. A vehicle's state registration number shall be included on an immobilization list only if:

- (1) The registered owner of the vehicle has accumulated ten or more parking violation complaints in the Circuit Court of Cook County on which no payment has been made or appearance filed within the time specified by the complaints;*
- (2) At least 21 days prior to placing the registration plate number of the vehicle on the immobilization eligibility list, notice of impending vehicle immobilization has been sent to the registered owner, first class mail, postage prepaid, at the address of the registered owner recorded with the Secretary of State or, in the case of a vehicle bearing a registration number of a state other than Illinois, at the address of the registered owner recorded in that state's registry of motor vehicles.*

(c) *The notice required in subsection (b) shall state the name and address of the registered owner, the state registration number of the vehicle, the nature of the ordinances violated and the numbers and issue dates of the outstanding complaints. The notice shall also advise that a person may challenge the validity of notice of impending vehicle immobilization by appearing in person and submitting evidence which would conclusively disprove liability, such as the following:*

- (1) *That the person was not the owner or lessee of the vehicle on the date or dates the notices of parking violations were issued; or*
- (2) *That the fines or penalties for the violations cited in the report were paid; or*
- (3) *That the registered owner has not accumulated ten or more parking violation complaints which are unpaid, not adjudicated or for which no appearance has been filed.*

(d) *Upon immobilization of an eligible vehicle, a notice shall be affixed to the vehicle in a conspicuous place. Such notice shall warn that the vehicle is immobilized and that any attempt to move the vehicle may result in its damage.*

The notice shall also state that the unauthorized removal of or damage to the immobilizing restraint is a violation of Sections 16-1 and 21-1 of the Illinois Criminal Code. The notice also shall provide information specifying how release of the immobilizing restraint may be had, and how the registered owner may obtain an immobilization hearing pursuant to this section.

(e) *Except where the vehicle is otherwise subject to towing, if the immobilizing restraint has not been released pursuant to subsection (f) within 24 hours of its placement, the restraint shall be released and the vehicle towed and impounded.*

(f) *Prior to a hearing on the validity of the immobilization as provided in subsection (h), the owner of an immobilized vehicle or other authorized person shall be permitted to secure release of the vehicle by:*

- (1) *paying the immobilization and towing and storage fees, if applicable, specified in subsection (i); and*
- (2) *taking one of the following actions:*

paying all the fines and penalties, if any, on the outstanding complaints specified in the notice of impending vehicle immobilization; or

completing appearance forms on all outstanding parking violation complaints specified in the notice of impending vehicle immobilization and depositing collateral in the amount of 50% of the total fines for the outstanding parking violation complaints specified in the notice of impending vehicle immobilization, or \$500, whichever is less.

(g) Within 10 days after a vehicle has been impounded, notice of impoundment shall be sent by certified mail, return receipt requested, to the registered owner of the vehicle at the address to which the notice specified in subsection (b)(2) was mailed. The notice shall state that the owner has the right to a post-immobilization and post-towing hearing as provided in subsection (h), and that if the car is not claimed within 30 days from the date of the notice, the vehicle may be sold or otherwise disposed of in accordance with this chapter.

(h) The owner of an immobilized vehicle shall have the right to a hearing to determine whether the immobilization or any subsequent towing was erroneous or whether the vehicle was properly included on an immobilization list, if the owner files a written demand for a hearing with the City Parking Administrator within 14 days after issuance of the notice specified in subsection (g) or within 14 days of the immobilization, whichever is later. A hearing shall be conducted within 48 hours of receipt of a written demand for hearing, unless otherwise mutually agreed by the parties. Failure to request or attend a scheduled hearing shall be deemed a waiver of the right to a hearing. In event of such failure, any amount deposited pursuant to subsection (f)(1) shall be forfeited. A hearing provided by this section shall not determine the validity of or otherwise adjudicate any citation or notice of parking violation issued relative to the immobilized vehicle.

(i) The fee for immobilization shall be \$60.00, the fee for towing subsequent to immobilization shall be \$100.00 and the storage fee shall be \$5.00 per day, or \$15.00 per day if the vehicle has a gross weight of 8,000 pounds or more, provided that no fees shall be assessed for any immobilization or tow which has been determined to be erroneous.

(j) It shall be unlawful to relocate or tow any vehicle restrained by an immobilizing device without the approval of the City Parking Administrator. The unauthorized removal of an immobilized vehicle shall be subject to a penalty of no less than \$500.00

SECTION 9. This ordinance shall take effect 10 days after its passage and publication, except that Section 1 of this ordinance shall take effect 180 days after passage.

JOINT COMMITTEE.**COMMITTEE ON THE BUDGET AND
GOVERNMENT OPERATIONS.****COMMITTEE ON HUMAN RIGHTS AND
CONSUMER PROTECTION.**

Action Deferred -- AMENDMENT OF MUNICIPAL CODE CHAPTERS 21,
199 AND 198.7B BY SUBSUMING RESPONSIBILITIES AND
AUTHORITY OF VARIOUS COMMISSIONS UNDER
COMMISSION ON HUMAN RIGHTS AND BY
CHANGING NAME OF FILING AGENCY
TO CONFORM WITH CURRENT
STATE OF ILLINOIS
RECLASSIFICATION.

A Joint Committee, composed of the members of the Committee on the Budget and Government Operations and the members of the Committee on Human Rights and Consumer Protection, submitted the following report which was, on motion of Aldermen Carter, Eisendrath, Hansen and M. Smith, *Deferred* and ordered published:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations and Committee on Human Rights and Consumer Protection, to which was re-referred an ordinance authorizing the amendment of the Municipal Code of Chicago in Chapter 21 relating to the Commission on Human Relations; Chapter 199 as it relates to Human Rights and the investigation of complaints; and Chapter 198.7B as it relates to reporting requirements; and having had the ordinance under consideration; and having been presented with an amendment thereto by Alderman Hansen, adding Section 21-51(f) relating to the powers and duties of each Advisory Council, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance, as amended, transmitted herewith.

This recommendation was concurred in by members of the committee.

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
*Committee on the Budget and
Government Operations,
Chairman.*

(Signed) JUAN M. SOLIZ,
*Committee on Human Rights
and Consumer Protection,
Chairman.*

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

WHEREAS, Various individuals and groups have suffered similar acts of prejudice and discrimination because of their race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or lawful source of income; and

WHEREAS, The common experience of such prejudice and discrimination unites its victims, giving them a common interest in eliminating prejudice and discrimination and in securing the rights of all members of society; and

WHEREAS, It is necessary and beneficial to the City of Chicago to establish an agency representative of the entire City, that can address both the common and the unique issues faced by various racial, ethnic, cultural, religious and other identifiable groups; and

WHEREAS, It is beneficial to the City of Chicago to maintain representative advisory councils that can identify with and focus upon the unique concerns faced by various racial, ethnic, cultural, religious and other specified groups; and

WHEREAS, It is desirable to strengthen the enforcement of ordinances designed to eliminate unlawful discrimination based on race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or lawful source of income by providing additional remedies against such unlawful practices; and

WHEREAS, The enforcement of these ordinances can be enhanced further by coordinating the efforts of City agencies and personnel in the area of human relations, in order to avoid duplication of effort and to maximize the use of City resources; now, therefore,

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

SECTION 1. The Commission on Human Relations existing on the date of introduction of this ordinance is hereby abolished.

SECTION 2. Chapter 21 of the Municipal Code of Chicago is hereby amended by deleting existing Sections 21-49 through 21-52, inclusive, and by inserting new Sections 21-49 through 21-53, as follows:

21-49. The City Council finds that prejudice and the practice of discrimination against any individual or group because of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or lawful source of income menace peace and public welfare. The City Council further finds that it is necessary to promote peace and good order and to eliminate such prejudice and discrimination by establishing an agency that will investigate complaints of discrimination, enforce civil rights ordinances, and promote harmony and understanding among various segments of society by gathering information on matters of human relations and providing education and counseling thereon to the various agencies of city government and to interested groups and individuals. The City Council further finds that the function of such an agency can be enhanced by the creation of Advisory Councils on matters of special concern to groups that historically have been the subject of discrimination and bias, and provide a point of contact between such groups and the city government.

21-50. A Commission on Human Relations is hereby established. The Commission shall consist of the chairs of the Advisory Councils described in Section 21-51, and 15 additional members appointed by the Mayor with approval of the City Council. One-third of the initial appointees shall be appointed for terms expiring on July 1 of the year following their appointment, one-third shall be appointed for terms expiring on July 1 of the second year following their appointment, and one-third shall be appointed for terms ending on July 1 of the third year following their appointment. Thereafter members shall be appointed for three year terms. The Mayor shall designate one member to serve as chairperson at the pleasure of the Mayor. Members other than the chairperson shall serve without compensation, but may be reimbursed for their reasonable expenses incurred in the performance of their duties. The chairperson shall be compensated and shall appoint such assistants as are provided in the annual appropriation ordinance, and shall be responsible for the day to day operation of the Commission and its staff. A majority of the members of the Commission shall constitute a quorum for the purpose of transacting business.

21-51. The following Advisory Councils of the Commission on Human Relations are hereby established:

- (a) Advisory Council on Women;*
- (b) Advisory Council on Latino Affairs;*
- (c) Advisory Council on Asian Affairs;*
- (d) Advisory Council on Arab Affairs;*
- (e) Advisory Council on African Affairs;*

- (f) *Advisory Council on Gay and Lesbian Issues;*
- (g) *Advisory Council on Veterans' Affairs;*
- (h) *Advisory Council on Immigrant and Refugee Affairs.*

The Mayor shall appoint 21 members to each Advisory Council, subject to approval of the City Council. Of the initial appointments to each Advisory Council, one-third shall be appointed for a term of one year, one-third shall be appointed for terms of two years, and one-third shall be appointed for terms of three years, subject to the following exceptions: the members, as of the effective date of this section, of the Chicago Commission on Women, the Commission on Latino Affairs, the Commission on Asian-American Affairs and the Commission on Arab-American Affairs existing under prior ordinances shall serve as the initial members of the Advisory Council on Women, the Advisory Council on Latino Affairs, the Advisory Council on Asian Affairs and the Advisory Council on Arab Affairs, respectively, for the remainder of their individual terms under prior ordinances; and members, as of the effective date of this section, of the Mayor's Committee on Gay and Lesbian Issues, the Mayor's Advisory Committee on Veterans' Affairs, and the Mayor's Advisory Committee on Refugee and Immigrant Affairs, existing under the prior Commission on Human Relations by mayoral appointment, shall serve as the initial members of the Advisory Council on Gay and Lesbian Issues, the Advisory Council on Veterans' Affairs, and the Advisory Council on Refugee and Immigrant Affairs, for the remainder of their terms under such appointment. Succeeding appointments to these Advisory Councils shall be for terms of three years. The Mayor shall designate a member of each Advisory Council to serve as its chairperson. The chairperson of each Advisory Council shall be a member ex officio of the Commission on Human Relations. The Mayor shall also appoint a director for each Advisory Council. Each director must be a member of the respective Advisory Council's affected community and shall receive such compensation as provided by the annual appropriation ordinance.

From time to time the Commission may create additional Advisory Councils on matters of special concern to other racial, ethnic, cultural or social groups that have been or are subjected to discrimination as a result of membership in such a group.

Each Advisory Council shall have the following powers and duties, relating specifically to the segment of the population of Chicago described in the Council's name:

(a) To assist the Commission on Human Relations in designing educational and enforcement programs for the implementation of the policies embodied in Chapters 198.7B and 199 of the Municipal Code;

(b) To act as a liaison between the city government and community organizations, in order to promote cooperation between the government and these organizations and among these organizations in order to enhance services to the population of Chicago;

(c) *To cooperate, through the Commission on Human Relations, with the other Advisory Councils in the identification of practices and actions having a common discriminatory impact on the Advisory Council's target population and other segments of society, and in the design of programs for the elimination of such practices and actions;*

(d) *To develop a procedure, primarily through solicitation of advice from members of the affected community, for recommending appointments of successor members to their respective Advisory Council to the Mayor;*

(e) *To devise rules of procedure for its meetings, subject to the approval of the Commission on Human Relations.*

(f) *To assist the Commission on Human Relations by recommending policies and programs, reviewing existing programs, conducting legislative research and reporting to the Commission on its findings with regard to the specific needs of its community.*

21-52. The Commission shall have the following powers and duties, in addition to those assigned by other provisions of the Municipal Code:

- (a) *To advise and consult with the Mayor and the City Council on all matters involving prejudice or discrimination based on race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income or professional training or education from an accredited institution and recommend such legislative action as it may deem appropriate to effectuate the policy of this ordinance.*
- (b) *To cooperate with the Mayor, the City Council, officials, departments and agencies of the city government in securing equality of services to all citizens, and where the need is greater, in meeting that need with additional services.*
- (c) *To develop and implement programs to train city employees in methods of dealing with intergroup relations, in order to develop respect for equal rights and to achieve equality of treatment regardless of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income.*
- (d) *To require the assistance of the various departments and agencies of the city government in identifying and eliminating discriminatory activities. The head of every city department and agency shall provide to the Commission, at its request, information under control of the department or agency and relating to a pending complaint or matter under review by the Commission. Upon receipt of a recommendation from the Commission, the head of every*

department or agency shall submit to the Commission a written report indicating action on and disposition of the recommendation.

- (e) *To initiate, receive and investigate complaints of alleged violations of Chapter 199 and Chapter 198.7B of the Municipal Code. A complaint must be filed no later than 180 days after the alleged violation. The person against whom a complaint is made shall be given a copy thereof within 10 days after it is filed, and shall be allowed to be present and offer a defense at any hearing thereon. Any person who files a complaint or against whom a complaint is made may be represented by counsel at any stage of conciliation, investigation or hearing on the complaint. The filing of a complaint pursuant to this section does not bar any person from seeking any other remedy that may be provided by law.*
- (f) *To investigate complaints in order to determine whether there is substantial evidence that a violation of Chapter 199 or Chapter 198.7B has occurred. The investigation shall be completed within 180 days after receipt of the complaint, unless it is impractical to do so within that time. Within 30 days after completion of the investigation, the Commission shall issue a written determination whether there is substantial evidence that a violation has occurred. If the Commission determines that there is not substantial evidence, it shall give written notification of the determination to the charging party and the person against whom the complaint was made. Neither the Commission nor its staff shall disclose, other than at a hearing as provided in subsection (g) any information obtained in the course of investigation or conciliation.*
- (g) *To conduct hearings on complaints under subsection (e) of this section, if the Commission determines that there is substantial evidence that a violation has occurred. Hearings may be conducted by the Commission, a member thereof, or a hearing officer appointed for that purpose. A hearing must be commenced within 90 days after the determination of substantial evidence that a violation has occurred. All testimony shall be under oath, and shall be either recorded or transcribed.*
- (h) *To appoint one or more hearing officers to conduct hearings authorized by subsection (g) of this section.*
- (i) *To expedite proceedings under this section under the following circumstances. The Commission at the request of the complainant may at any time consider a request for expedited proceedings. If the Commission determines that the complainant is likely to die before the termination of the proceedings established in this section, it may order the proceedings expedited. When an order for expedited proceedings is issued, the processing of the complainant's charge by the Commission shall take precedence over all matters except other matters of the same expedited character. Where such order is issued, the Commission, or any hearing officer shall be authorized to shorten any time period, other than the 180 day charge filing period set by this Act or by rule.*

- (j) *To attempt to settle or adjust any complaint by conciliation at any time that the complaint is pending.*
- (k) *To issue subpoena for the appearance of witnesses, the production of evidence, or both, in the course of investigations and hearings authorized under this section, if there is reason to believe that a violation has occurred and the testimony of the witness or the documents or items sought by the subpoena are relevant to the investigation. A subpoena shall be served in the same manner as subpoenas issued under the Rules of the Illinois Supreme Court to compel appearance of a deponent, and subject to the same witness and mileage fees fixed by law for such subpoenas. A subpoena issued under this section shall identify the person to whom it is directed and the documents or other items sought thereby, if any, and the date, time and place for the appearance of the witness and production of the documents or other items described in the subpoena. In no event shall the date for examination or production be less than seven days after service of the subpoena. No later than the time for appearance or production required by the subpoena, the person to whom the subpoena is directed may object to the subpoena, in whole or in part. The objection shall be in writing, delivered to the Commission, and shall specify the grounds for the objection. For seven days after receipt of a timely objection to a subpoena, the Commission shall take no action to enforce the subpoena or to initiate prosecution of the person to whom the subpoena is directed. During this seven day period the Commission, or the member or hearing officer conducting the hearing or investigation, shall consider the grounds for the objection and may attempt to resolve the objection through negotiation with the person to whom the subpoena is directed. The seven day period may be extended by the Commission, the member or hearing officer conducting the hearing or investigation, in order to allow completion of any negotiations. The extension shall be in writing addressed to the person to whom the subpoena is directed, and shall specify the date on which the negotiation period will end. Negotiations may include such matters as the scope of the subpoena and the time, place and manner of response thereto. The filing of an objection to a subpoena, and negotiations pursuant to an objection, shall not constitute refusal to comply with the subpoena, or interference with or obstruction of an investigation. Notwithstanding anything to the contrary contained herein, the Commission on Human Relations shall have no power or authority over any member of the City Council, any employee or staff person of any member of the City Council or any employee or staff person of any City Council committee, including, but not limited to the power of subpoena.*
- (l) *To render a decision upon the conclusion of a hearing, or upon receipt of a hearing officer's recommendation at the conclusion of a hearing, including findings of fact relating to the complaint, and to order such relief as may be appropriate under the circumstances determined in the hearing. Relief may include but is not limited to an order: to cease the illegal conduct complained of; to pay actual damages, as reasonably determined by the Commission, for injury or loss suffered by the complainant; to hire.*

reinstate or upgrade the complainant with or without back pay or provide such fringe benefits as the complainant may have been denied; to admit the complainant to a public accommodation; to extend to the complainant the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of the respondent; to pay to the complainant all or a portion of the costs, including reasonable attorney fees, expert witness fees, witness fees, and duplicating costs, incurred in pursuing the complaint before the Commission or at any stage of judicial review; to take such action as may be necessary to make the individual complainant whole, including, but not limited to, awards of interest on the complainant's actual damages and backpay from the date of the civil rights violation. These remedies shall be cumulative, and in addition to any fines imposed for violation of provisions of Chapter 199 and Chapter 198.7B. If the hearing was conducted by a member of the Commission or by a hearing officer, the member or hearing officer shall submit written recommendations to the Commission, including recommended findings of fact and recommended relief. The Commission may adopt, reject or modify the recommendations, in whole or in part, or may remand for additional hearing on some or all of the issues presented. The Commission shall adopt the findings of fact recommended by a hearing officer or Commission member if the recommended findings are not contrary to the evidence presented at the hearing. Decisions of the Commission shall be in writing, and must be approved by a majority of a quorum of the Commission. Decisions of the Commission shall be subject to review in accordance with applicable law.

- (m) *To seek judicial enforcement of its subpoenas, orders and decisions.*
- (n) *To render an annual report of the activities of the Commission and its Advisory Councils and make recommendations to the Mayor and City Council. The report shall be published.*
- (o) *To assist and advise the Advisory Councils in preparation of their respective rules of procedure for their meetings. Such procedural rules of the Advisory Councils shall be uniform to the extent practicable.*
- (p) *To issue such other rules and regulations as may be necessary to implement its powers, including rules for briefing and oral argument in conjunction with hearings, defaulting of parties and dismissal of complaints for failure of a party to cooperate with the Commission.*

21-53. The Commission may also conduct research, public forums and educational programs on tensions between various groups within society, practices of discrimination based on race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or lawful source of income; conduct public hearings to ascertain the status and treatment of various racial, ethnic, religious, cultural and social groups within society; means of alleviating

discrimination and bias, and of improving human relations within the city; and issue such publications as may assist in the performance of its function.

SECTION 3. Chapter 199, Section 199-9 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

199-9. The Chicago Commission on Human Relations shall receive and [review charges] *investigate complaints* of violations of this chapter, and shall prepare and provide necessary forms for such [charges. The Commission shall refer charges to the Corporation Counsel for prosecution.] *complaints. No person shall refuse or fail to comply with any subpoena, order or decision issued in the course of or as a result of an investigation.*

SECTION 4. Chapter 198.7B of the Municipal Code of Chicago is hereby amended by deleting Sections 198.7B-6, 198.7B-7, 198.7B-8, 198.7B-9 and 198.7B-10 in their entirety, and by inserting a new Section 198.7B-6, as follows:

198.7B-6. Any person aggrieved in any manner by any violation of this chapter may file a written complaint with the Commission on Human Relations. The complaint shall include the name and address of the complainant and of every person against whom the complaint is made, and shall set out the facts giving rise to the complaint. No person shall refuse or fail to comply with any subpoena, order or decision issued in the course of or as a result of an investigation of a complaint.

SECTION 5. Chapter 198.7B, Section 198.7B-13 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

198.7B-13. The Corporation Counsel shall file with the Department of [Registration and Education] *Professional Regulation* of the State of Illinois a notice of the conviction of any licensed real estate broker or salesperson found guilty of violating this [ordinance.] *chapter.*

SECTION 6. Chapter 21 of the Municipal Code of Chicago is hereby amended by deleting Sections 21-5 through 21-8, inclusive; Sections 21-13 through 21-18, inclusive; Sections 21-32 through 21-35, inclusive; and the ordinance establishing the Mayor's Advisory Commission on Arab-American Affairs, passed March 29, 1989, and published at pages 26323 -- 26325 of the Journal of Proceedings of the City Council of said date and corrected June 14, 1989, and published at page 2224 of the Journal of Proceedings of the City Council of said date.

SECTION 7. This ordinance shall take effect 30 days after its passage and publication.

JOINT COMMITTEE.

COMMITTEE ON ECONOMIC DEVELOPMENT.

**COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION
AND PUBLIC UTILITIES.**

**AMENDMENT OF MUNICIPAL CODE BY ADDITION OF NEW
CHAPTER 99.1 ENTITLED "RECYCLING" AND REVISION
OF EXISTING CHAPTER 167 REGULATING
LICENSING REQUIREMENTS FOR
PRIVATE SCAVENGERS.**

A Joint Committee composed of the members of the Committee on Economic Development and the members of the Committee on Energy, Environmental Protection and Public Utilities submitted the following report:

CHICAGO, February 28, 1990.

To the President and Members of the City Council:

Your Committees on Economic Development and Energy, Environmental Protection and Public Utilities, having had under consideration a proposed substitute ordinance transmitted by Alderman Bernard Hansen, requesting a new Chapter 99.1 to be inserted in the Municipal Code of Chicago entitled "Recycling", begs leave to recommend that Your Honorable Body *Pass* said proposed substitute ordinance which is transmitted herewith.

This recommendation was concurred in unanimously by the committee.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
*Committee on Economic
Development,*
Chairman.

(Signed) KEITH A. CALDWELL,
*Committee on Energy,
Environmental Protection
and Public Utilities,*
Chairman.

On motion of Alderman Hansen, 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, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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 annually generates thousands of tons of refuse from daily operations of its governmental functions; and

WHEREAS, Residents and the businesses in Chicago annually generate millions of tons of refuse; and

WHEREAS, The City of Chicago annually spends millions of dollars to collect and dispose of refuse generated as a result of its own governmental activity, its residents and local businesses; and

WHEREAS, The most frequent method of disposing of collected refuse is by depositing refuse in a landfill; and

WHEREAS, The cost of disposing of refuse is expected to increase as landfills in and near Chicago reach capacity; and

WHEREAS, The recovery and reuse of recyclable material will minimize: environmentally unsound solid waste disposal methods; the consumption of and the

demand for scarce landfill capacity; the need for municipal incinerators; the release of potentially harmful substances; and use of vital natural resources and energy; and

WHEREAS, The City of Chicago has increased its commitment to recycling by implementing a pilot recycling collection service for approximately 65,000 households in four wards; providing financial aid to not-for-profit organizations to support collection of recyclable material from about 43,000 households; utilizing solid waste haulers and disposers who mechanically separate and recover recyclable materials from an additional 46,000 households prior to disposal; establishing a christmas tree recycling program and instituting an office paper recycling program at City Hall; and

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its governmental and affairs; and

WHEREAS, The protection of the health of its citizens, and the management of its finances are matters pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The Municipal Code of Chicago is hereby amended by inserting a new Chapter 99.1 entitled "Recycling", to read as follows:

99.1-1. After due investigation and consideration, the City Council finds:

(a) It is in the best interest of the citizens of the City of Chicago to promote recycling as a key part of a comprehensive solid waste management plan, which will ensure that all municipal waste is disposed of in an environmentally sound and cost effective manner.

(b) It is in the interest of the City of Chicago and its taxpayers to maximize the use of source reduction, recycling, and composing methods, thereby reducing the economic expenditures and environmental burdens associated with other waste management options in the long term, even if some short-term increase in the overall cost of solid waste management results.

(c) It is in the best interest of the City of Chicago as a purchaser and consumer of goods to aid in the development of secondary materials markets by purchasing products made with recycled content wherever practicable and to assure a continuous supply of secondary materials sufficient to meet demand for the production of useful commodities and for the economy by establishing and promoting a program of recycling used and discarded materials.

(d) It is in the best interest of the City of Chicago to create a recycling program that provides opportunities for everyone in the City to recycle to ensure a varied and comprehensive citywide recycling program.

99.1-2. *The provisions of this chapter shall be liberally construed in order to implement findings expressed in Section 99.1-1.*

99.1-3. (a) *Unless otherwise specified in this section, words and phrases defined in Chapter 143.1 shall have meanings given them in that Chapter. Whenever in this chapter the following words and phrases are used, they shall have the meanings respectively ascribed to them in this section:*

Biweekly. Occurring every two weeks.

Category of recyclable materials. Any of the following: newsprint; aluminum; steel and bimetallic cans; glass; plastics; office paper; low grade paper; and cardboard.

Recycle or Recycling. Any process by which materials that would otherwise become municipal waste are collected, separated or processed and returned to the economic mainstream in the form of raw materials for new, reused or reconstituted products, but does not include the recovery of materials for fuel in combustion or energy production processes.

Low density dwelling. A residential building which receives solid waste collection service from the City of Chicago.

Post consumer material. Products generated by a business or a consumer which have served their intended end uses and which have been separated or diverted from solid waste for purposes of collection, recycling and disposition.

Recycled content. Goods, supplies, equipment, materials and printing containing secondary materials.

Post collection separation. A process that separates or classifies solid waste after the point of collection and recovers recyclable materials that can be returned to the economic mainstream in the form of raw materials for new, reused or reconstituted products which meet the quality standards of the marketplace.

Secondary material. Any material recovered or otherwise destined for the waste stream, including but not limited to, post-consumer material, industrial scrap material and overstock or obsolete inventories from distributors, wholesalers and other companies, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

Regular recycling service. The recycling of at least four categories of recyclable materials by one or more of the following source separation and collection methods:

(1) at least biweekly alley or curbside collection of recyclable materials by the City of Chicago, a private for-profit operation or a non-profit operation;

(2) drop-off facilities or sites arranged in a network easily accessible and convenient to residents served; and/or

(3) a buyback center within one mile of any low density building not receiving collection or drop-off service.

99.1-4. The Commissioner of the Department of Streets and Sanitation shall appoint a Recycling Coordinator within 45 days of the effective date of this ordinance, who shall be actively involved in the City's solid waste policy development and implementation and report directly to the Commissioner. The Recycling Coordinator shall have the following responsibilities:

(a) To provide information on how, when and where materials may be recycled, including but not limited to an educational and promotional campaign using flyers, print and electronic advertising, public events, promotional activities, public service announcements and other techniques that are deemed useful, to assure the greatest possible level of participation with the provisions of this Chapter;

(b) To develop methods of adherence to the goals stated in this ordinance for recycling activities; and to coordinate and supervise implementation of those methods;

(c) To coordinate and monitor the activities of curbside collection of recyclable materials, drop-off network, and buyback facilities dealing in such materials throughout the City and other public and private recycling throughout the City;

(d) To collect and analyze information and data on recycling in the City;

(e) To identify potential markets for recyclable materials, including maintaining an up-to-date list of potential purchasers of recyclable materials both within the City and in other locations;

(f) To coordinate with the Purchasing Agent in soliciting bids and obtaining statements of interest for the purchase of goods, supplies, equipment, materials and printing with recycled content and in complying with the requirements for municipal purchase of recycled products, as outlined in Section 99.1-5 of this Chapter;

(g) To develop, in coordination with the Department of Consumer Services, rules and regulations required to execute provisions of this ordinance;

(h) To prepare a report in cooperation with the Department of Consumer Services on or before September 1, 1990 which will evaluate the costs, benefits, feasibility, liability, and logistics of managing the disposal of household toxic waste in the City of Chicago. The report shall investigate the feasibility of (1) recycling household toxic waste such as waste paint exchanges and (2) separating household toxic waste from mixed solid waste followed by the collection, storage, and disposal of such waste. The report shall include recommendations on the management of such waste. Copies of such report shall be

distributed to the Mayor and members of the City Council and made available to the general public;

(i) To develop and implement a public outreach program in cooperation with the Department of Consumer Services on or before July 1, 1990 which will provide information to consumers on how to minimize the use of household products containing toxic materials and how to properly store and dispose of such products that cannot be eliminated. Such information shall, at a minimum, be distributed through the City's recycling and consumer education programs; and

(j) To submit, on September 1 of each year, to the Mayor and the City Council an annual report on recycling activities in the City, with special emphasis on activities performed or sponsored by the City. This report will summarize recycling issues confronting the City in order of priority and make recommendations for improving the efficiency of separating, collecting, processing, marketing and selling materials recycled pursuant to this chapter.

99.1-5. On or before March 1, 1990, the Department of Purchases, Contracts and Supplies shall adopt the following policies:

(a) The Department will annually review and modify its existing procurement procedures and specifications for the purchase of goods, supplies, equipment, materials and printing in order to:

(1) eliminate procedures and specifications that explicitly discriminate against goods, supplies, equipment, materials and printing with recycled content, and equipment, such as copiers that can utilize recycled materials, provided, however, specifications need not be revised if the Department determines that for a particular end use a product containing recycled content would not meet necessary performance standards;

(2) promote, wherever feasible, the use of goods, supplies, equipment, materials and printing with recycled content and equipment such as copiers that can utilize recycled materials; and

(3) promote, wherever feasible, the purchase of goods, supplies, equipment, materials and printing that may be recycled or reused when such goods, supplies, equipment, materials and printing are discarded.

When used in this section, "feasible" means capable of being used without violating the following criteria: performance or intended end use; availability within a reasonable period of time; and maintenance of a satisfactory level of competition.

(b) Invitations to bid for the purchase of goods, supplies, equipment, materials and printing covered by this ordinance shall set forth a minimum percentage of recycled

content for the goods, supplies, equipment, materials and printing that must be certified by a bidder in order to meet this element of bid award criteria and to qualify for the calculation in bid computation benefit for purposes of determining contract award as provided in subsection (d), herein.

(c) For goods, supplies, equipment, materials and printing for which the U. S. Environmental Protection Agency (U. S. E.P.A.) has adopted procurement guidelines under the Resource Conservation and Recovery Act of 1976 (Public Law 94-580, 42 U.S.C. Sec. 6901 et seq.), as amended, the minimum percentage recycled content shall not be less than specified in such guidelines. A person may submit a bid that does not certify that such goods, supplies, equipment, materials or printing contain such minimum percentage of recycled content. Nothing in this subsection may be construed to preclude the Department from establishing minimum recycled content specifications or equipment output requirements that exceed or broaden the U. S. E.P.A. guidelines for a specific application.

(d) Each bidder on a City contract for the purchase of goods, supplies, equipment, materials and printing upon certifying that the items to be sold contain the minimum percentage of recycled content established pursuant to subsection (b) herein shall be granted, at the discretion of the Purchasing Agent, a reduction of up to 10 percent on the amount of the bid for the purpose of computing lowest responsible bidder. Such bid computation benefit shall be pre-determined in the invitations to bid. When there is a tie for the lowest responsible bidder, the Department shall consider, as one factor in determining to whom to award the contract, which of the bids provides for the greatest weight of recycled content in the goods, supplies, equipment, materials or printing or such other measure of recycled content of equipment output as may be set forth in the invitation for bids, provided, however, the quality of the higher recycled content item is adequate for the purpose intended.

(e) Whenever the Department purchases or causes the purchase of printing on recycled paper, the printed material shall include a printed statement or symbol indicating that the document is printed on recycled paper. When purchasing newsprint and newsprint products, at least 40% of the secondary material content shall be post consumer newspaper material.

(f) The Department may carry out the provisions and purposes of this section through appropriate contractual provisions and invitations to bid, through the adoption of such regulations as it deems necessary, that may vary from time to time based on economic and market conditions that are in the best overall interest of the City.

(g) The Department shall, to the fullest extent feasible when contracting for paper, paper products or equipment utilizing paper output, purchase or approve for purchase only such paper, paper products or equipment that are manufactured, produced or can utilize recycled paper in order to accomplish the goals as specified in subsection (h) herein.

(h) The provisions of subsection (f) herein shall be implemented by the Department so that, of the total volume of paper purchased, recycled paper composes no less than 15 percent of the volume in 1990, no less than 30 percent of the volume in 1991, and no less

than 45 percent of the volume in 1992. Volume to be in weight and not dollars of annual paper purchases.

(i) *The Department of Purchases, Contracts, and Supplies shall submit an annual report to the Mayor and the City Council concerning its implementation of this section, including the dollar amounts and weights in tons of goods, supplies, equipment, materials and printing that have been purchased with recycled content. Such report shall be submitted on or before September 1 of each year, starting in 1991.*

99.1-6. (a) *The City Council adopts the goal of making regular recycling service available by July 1, 1993 to 100% of the households in low-density dwellings served by the City of Chicago. In designing the service, the City shall consider the following: costs; waste reduction potential; recycling capacity of affected residents; quality of materials collected; and ease of access to the service. The regular recycling service goal shall be achieved in stages, as follows:*

(1) *By July 1, 1991, no less than one-third of the households in low density dwellings shall have regular recycling service.*

(2) *By July 1, 1992, no less than two-thirds of the households in low density dwellings shall have regular recycling service.*

(3) *By July 1, 1993, all households in low density dwellings shall have regular recycling service.*

(b) *In implementing regular recycling service, the Department shall accord consideration for the collection, processing, marketing and disposition of recyclable materials to persons engaged in the business of recycling at the time of implementation, whether or not the persons are operating for profit. To further the purposes of this Chapter, the Department may utilize such persons to provide regular recycling service and, where appropriate, provide financial or other assistance to expand such activities to assist in the creation of new recycling facilities and operations.*

(c) *Post collection separation may be used as an adjunct to regular recycling service to promote further volume reduction and material recovery, or in case of failure of the regular recycling service. However, prior to substituting post collection separation for regular recycling service in a particular area, the City or its contractors must have implemented at least two source separation and collection methods within a period of no less than 12 months, conducted an extensive recycling promotional campaign in the area, consulted with operators of private for-profit and non-profit collection services, and provided an opportunity for the public to comment on any proposed substitution at a joint meeting of the City Council Economic Development and Energy, Environmental Protection and Public Utilities Committees. Where the substitution of service occurs, the definition of regular recycling service shall be expanded to include post collection separation for the purposes of meeting the above goals.*

(d) *Where post-collection separation is used as a substitute for regular recycling service in a particular area, such separation facility shall recycle at least four categories of recyclable materials and utilize technology that has been demonstrated to be effective for the expected life of the facility.*

(e) *The City may modify the individual components or mix of regular recycling service for an area if there are unforeseen or severely adverse market conditions. Primary emphasis shall be placed on alley/curbside collection as the preferred means of providing recycling service to single family residents.*

99.1-7. Wherever recycling services are not to be directly provided by the Department of Streets and Sanitation to households in low density dwellings, the Department shall on or before May 1, 1990, adopt regulations governing the issuance of fee-for-service contracts to provide for-profit and not-for-profit recycling operations. Such regulations shall, at a minimum, include criteria for providing diversion credits, tax credits and any other forms of financial assistance deemed appropriate by the Department.

99.1-8. In order to promote economic development within the City and to encourage markets for recycled materials, the City Department of Economic Development in coordination with the Department of Streets and Sanitation and other City departments, as appropriate, shall implement programs to build demand for recycled products among Chicago businesses, residents, and local governments; to build markets for recycled materials by attracting to the City manufacturers that use recycled material as raw material; and to assist businesses in developing capacity to use recycled material in place of virgin material.

99.1-9. (a) On or before July 1, 1990, the Department of Economic Development in cooperation with the Department of Streets and Sanitation, shall develop and implement programs for issuing grants and loans to promote recycling in the City of Chicago.

(b) The Department of Economic Development shall submit an annual report to the Mayor and the City Council concerning the implementation of this section, as well as programs to build demand for recycled products among Chicago businesses, residents and local governments, programs for attracting to the City manufacturers that use recycled material as raw material, and programs to assist businesses in developing capacity to use recycled material in place of virgin material. Such report shall be available on September 1 of each year.

99.1-10. The Mayor and the City Council shall provide for adequate staffing and budget to fulfill the requirements of this ordinance.

SECTION 2. And also Chapter 167, as amended by adding:

167-4.1. As a condition of receiving, renewing and maintaining a license as a scavenger or refuse hauler, each such licensee or applicant for such license shall:

(a) *Develop and implement a recycling program of at least three categories of such materials by July 1, 1992, and at least four categories of such materials by July 1, 1993. Any hauler may subcontract with a recycling service provider to meet these requirements. The program shall be in writing and shall describe the categories or materials to be recycled, the involvement of the scavenger's or hauler's customers in the program, and the means of recycling. The Recycling Coordinator shall review and approve the adequacy of these programs as prerequisite to the issuance of such license. The program shall be attached to the application for the license. Included in that program shall be the specific measures required to ensure cooperation between the building manager and the solid waste hauler.*

(b) *Submit a written report to the Recycling Coordinator, appointed pursuant to Chapter 99.1 of the Municipal Code, summarizing recycling activities between January 1, and June 30, on or before July 15, and recycling activities between July 1 and December 31, on or before January 15 of each year, setting forth the following data and information:*

- (1) the amount of materials collected in total by the licensee;*
- (2) the amount separated out for recycling; and*
- (3) the types of materials recycled.*

SECTION 3. If any provision, clause, sentence, paragraph, section, part or application of this ordinance shall for any reason be adjudged by any court to be unconstitutional or invalid, the judgment shall not affect, impair or invalidate the remainder of this ordinance. It is hereby declared to be the legislative intent of the City Council that this ordinance would have to be passed had not such unconstitutional or invalid provision, clause, sentence, paragraph, part or application thereof not been included.

SECTION 4. This ordinance shall be in full force and effect sixty days after its passage.

AGREED CALENDAR.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar a series of resolutions presented by Aldermen Rush, Streeter, Krystyniak, Davis, Smith, Kotlarz and Giles. The motion *Prevailed*.

Thereupon, on motion of Alderman Burke, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuller, M. Smith, Stone -- 47.

Nays -- None.

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

Sponsored by the elected city officers named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

**THE HONORABLE WALTER S. KOZUBOWSKI,
City Clerk.**

**CONGRATULATIONS EXTENDED TO PHI CHI THETA
FRATERNITY FOR ITS EXCELLENCE AND
PHILANTHROPIC ENDEAVORS.**

WHEREAS, Phi Chi Theta, Incorporated, was organized on June 16, 1924 in Chicago, Illinois, with the merger of Phi Theta Kappa and Phi Kappa Epsilon, and Epsilon Eta Phi on July 27, 1973; and

WHEREAS, The fraternity is incorporated in the State of New York, registered with the United States Patent Office, and is a charter member of the Professional Fraternity Association, composed of national professional Greek-letter organizations, and participates in the activities of the Professional Fraternity Association (P.F.A.), the American Assembly of Collegiate Schools of Business (A.A.C.S.B.), and the College Fraternity Editors Associations; and

WHEREAS, Its founders and charter members are being honored on Founders' Day, this year being March 3, 1990, during "Women's History Month", being all deceased and respectfully remembered for their benevolence -- Mrs. Mary Stoddard Duggan and Nina Miller, New York Alpha; Mrs. Anna E. Hall, Colorado Alpha; Mrs. Edna Blake Davis, New York Beta; Mrs. Alice Wyman Schulze, Delta; Nell McKenry, Epsilon; and

WHEREAS, Two of its members, Mildred Ruth Marion and Irene Meyer have served honorably as national presidents; and its honorary members consist of Alice Cummings Kurtz, Eugene Kamy, Martha Luck, Harold Shanafield, Jean Simpson, and Helen Snow; and

WHEREAS, Phi Chi Theta Chicago Alumni Chapter sponsors individually or with other organizations, various special events for business students, or professional programs of benefit to the student body at Northwestern University, publishes a monthly newsletter, provides monetary scholarships to worthy students in the fields of business and economics; and

WHEREAS, The current elected officers of this fraternity in existence over sixty-five years, are Mary D. Kinecki, President; Nance L. Dulaj, Vice-President and Professional Committee Chairman; Muriel F. Reder, Treasurer; Nancy V. Madson, Recording Secretary; Wanda G. Misewicz, Corresponding Secretary; and Mildred Ruth Marion, Historian; and

WHEREAS, Epsilon Eta Phi sorority was founded in Chicago, Illinois on May 3, 1927, by Melba Pinckney Allen, Iona Bloomer Radsch, Florence Cockerham Turzak, Ruth Erickson Funk, Ruth Novak Berger and Evelyn Scheer Carlson, with residency at 67 East Cedar Street, merging with Phi Chi Theta on July 27, 1973; and

WHEREAS, In this city of immigrants, neighborhoods, and the "American Dream", it has given us dedicated individuals, including Nance L. Dulaj, Administrative Assistant with the Chicago Department of Health Laboratories; with dignity and in thanksgiving; now, therefore,

Be It Resolved, That the Mayor and the City Council of the City of Chicago, assembled this 28th day of February A.D., 1990, extend our heartiest congratulations to Phi Chi Theta Chicago Alumni Chapter on its excellence as a national professional fraternity with philanthropic endeavors in its years of existence, and offer our best wishes for a continuous exemplary future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Nance L. Dulaj, Vice-President, for proper display.

Presented By

ALDERMAN RUSH (2nd Ward):

TRIBUTE TO LATE MRS. DOROTHEA WILLIAMS BACHEMIN.

WHEREAS, Dorothea Williams Bachemin departed this life on Tuesday, February 13, 1990; and

WHEREAS, Mrs. Bachemin was a lifelong resident of the south side of Chicago; and

WHEREAS, Mrs. Bachemin was a graduate of the Chicago Public Schools, attending Forrestville Elementary and DuSable High Schools; and

WHEREAS, Mrs. Bachemin was an involved community leader, an active member of the West Point Baptist Church, serving as president of various church auxiliary groups and on the staff of West Point as the assistant church secretary; and

WHEREAS, Mrs. Bachemin served as a Democratic Judge of Elections for the Second Ward Regular Democratic Party; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of February, 1990, do hereby commemorate and honor the life of Dorothea Williams Bachemin and extend our heartfelt condolences to her survivors, including her husband, Paul; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dorothea Williams Bachemin.

TRIBUTE TO LATE MR. THEODORE R. ST. LEGER, JR.

WHEREAS, Theodore R. St. Leger, Jr., a long-time resident of the City of Chicago, departed this life on Sunday, February 11, 1990; and

WHEREAS, Mr. St. Leger was a certified public accountant who operated his own Loop firm for the past twenty-one years; and

WHEREAS, Mr. St. Leger began his career in 1957 as an auditor with the Internal Revenue Service; and

WHEREAS, Mr. St. Leger was controller of "Tuesday" magazine and an accountant with Wolf and Company and Arthur Wilson and Company; and

WHEREAS, Mr. St. Leger received his accounting degree from Xavier University in New Orleans, Louisiana; and

WHEREAS, Mr. St. Leger was active in his community, serving on the Board of Directors of the Southside Community Art Center; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of February, 1990, do hereby commemorate the life and legacy of Theodore R. St. Leger and extend our sincerest condolences to his survivors, including his wife, Gladys; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Theodore R. St. Leger, Jr.

Presented By

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE MRS. JOSEPHINE PARILLA.

WHEREAS, Josephine Parilla (nee Stobble), the beloved wife of the late Joseph has passed away; and

WHEREAS, Josephine Parilla was also the loving mother of Betty (Frank) Traficanto, Mary Parilla and the late Leonard and Nancy Parilla; and

WHEREAS, Josephine Parilla was the fond grandmother of Len (Mary Fran) Traficanto and Laurie Parilla and the great-grandmother of three; and

WHEREAS, Josephine Parilla was the dear sister of Mary Lamont, Rose Kovack, Peter and Harry Stobble; and

WHEREAS Josephine Parilla was a fine citizen of the 11th Ward community and the City of Chicago; and

WHEREAS, Josephine Parilla will be greatly missed by her many family members and friends whose lives she had touched; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 28th day of February in 1990, do hereby mourn the death of Josephine Parilla, a loving wife and mother, and friend to many and may we also extend our deepest sympathy to her children, grandchildren, family members and friends; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Josephine Parilla.

*CONGRATULATIONS EXTENDED TO MRS. BESSIE A. PRUZINA
ON OCCASION OF HER NINETY-FIFTH BIRTHDAY.*

WHEREAS, Bessie A. Pruzina was born in Chicago on February 8, 1895; and

WHEREAS, Bessie A. Pruzina, the former Bessie A. Moulis, is the daughter of Frank and Marie Moulis and sister of Pauline Moulis; and

WHEREAS, Bessie resides at 3515 South Lowe Avenue, the home she was born in; and

WHEREAS, Bessie A. Pruzina was baptized at Saint John Nepomucene which in 1895 was located at 25th and Lowe; and

WHEREAS, Bessie A. Pruzina attended Saint John Nepomucene for two years, then transferred to the George McClellan School where she graduated. She then attended a two year course at Immaculate Conception High School; and

WHEREAS, Bessie A. Pruzina went on to become an employee of Chicago Millwork Systems and Radio Corporation of America, until she married; and

WHEREAS, On October 15, 1923, Bessie married Frank Pruzina, the ceremony taking place at Saint John Nepomucene at 30th and Lowe; and

WHEREAS, She then began her career as a homemaker and mother of Richard and Francis; and

WHEREAS, Bessie was a member of the Altar and Rosary Society of Saint John Nepomucene; and

WHEREAS, After nearly 28 years of marriage, Bessie's beloved husband Frank passed away on October 11, 1953; and

WHEREAS, In addition to two loving sons, Bessie has three beautiful grandchildren, Karen, Richard and Joseph and two precious great-grandchildren, Ricky and Vanessa; and

WHEREAS, Family and friends joined Bessie in celebrating her 95th birthday at Schaller's Pump; and

WHEREAS, Bessie A. Pruzina is a fine citizen of the 11th Ward, where she has been a lifelong resident and has made our community very proud of her; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 28th day of February in 1990, do hereby extend our heartiest congratulations to Bessie A. Pruzina on the celebration of her 95th birthday, and may we also extend our sincerest best wishes to her in the many more years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Bessie A. Pruzina.

CONGRATULATIONS EXTENDED TO SAM AND CLAIRE D'ASTO
ON OCCASION OF THEIR FIFTIETH WEDDING
ANNIVERSARY.

WHEREAS, Sam and Claire D'Asto celebrated 50 years of wedded bliss on January 27, 1990 at Saint Gabriel Church; and

WHEREAS, Sam and Claire D'Asto were blessed with seven children, Tony (Pat) D'Asto, Anita Goga, Tom (Sandy) D'Asto, Margaret (Bob) O'Keefe, Rita (Tad) Gage, Mark D'Asto and Mary (Wally) Dzendzeluk; and

WHEREAS, Sam and Claire D'Asto are longtime residents of Canaryville and have remained active in church and community affairs throughout their 50 years of marriage; and

WHEREAS, In their spare time, Sam and Claire enjoy visits from their 26 grandchildren and 8 great-grandchildren; and

WHEREAS, Sam and Claire D'Asto are longtime residents of the 11th Ward of the City of Chicago where they have been outstanding citizens; and

WHEREAS, Sam and Claire D'Asto exemplify the goals to which most humans aspire, typifying the togetherness, warmth and sense of mutual accomplishment that are key factors in an inevitable 50 years of marriage; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 28th day of February in 1990, do hereby extend our heartiest congratulations to Sam and Claire D'Asto on this very happy occasion of their 50th anniversary and may we also extend our very best wishes to them both in the many more years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Sam and Claire D'Asto.

CONGRATULATIONS EXTENDED TO MR. "LEFTY"
JOE GRONKOWSKI ON HIS INDUCTION
INTO SAINT GABRIEL SPORTS
HALL OF FAME.

WHEREAS, "Lefty" Joe Gronkowski is being inducted into the Saint Gabriel Hall of Fame on February 16, 1990; and

WHEREAS, "Lefty" Joe Gronkowski was born on April 11, 1922 in Chicago. At the time his family resided near 16th and Ashland, a part of town known as "Little Poland". His family moved when he was a toddler, and made home near 45th and Halsted, Canaryville, U.S.A., where he lived for the last 64 years; and

WHEREAS, Joe Gronkowski began his softball career at the age of 11, when he and boyhood buddies played against each other on the street at 46th and Emerald; and

WHEREAS, In September of 1943, Joe was called to serve in the Armed Forces. He was scheduled to participate in the African campaign, but instead, he was sent to Italy where he was captured by German forces and held as a P.O.W. for 19 months. He was liberated in April, 1945, during the invasion of Italy by the Allies; and

WHEREAS, Three days after his discharge from the army, Joe began working at Andy's Barn, and perfected his bartending skills for the next 19 years; and

WHEREAS, When the Barn closed Joe secured employment with the Chicago Board of Education as a custodial worker, a position he has held for the last 26 years; and

WHEREAS, "Lefty" Joe Gronkowski has enjoyed many championship seasons with teams like the Stars, Rose Waltzes, Texicos and Golden Merchants; and

WHEREAS, In addition to a most illustrious softball career, "Lefty" Joe played C.Y.O. basketball on Saint Gabriel's team under Father Burke and Coach John Lucid; and

WHEREAS, "Lefty" Joe Gronkowski is one of Saint Gabriel's finest softball players ever; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 28th day of February in 1990, do hereby extend our heartiest congratulations to "Lefty" Joe Gronkowski on his induction to the Saint Gabriel Sports Hall of Fame in 1990, and may we also commend him for the very fine job he has done for our community and may we also extend our sincerest best wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for "Lefty" Joe Gronkowski.

*CONGRATULATIONS EXTENDED TO MR. MIKE LYNCH ON HIS
INDUCTION INTO SAINT GABRIEL SPORTS
HALL OF FAME.*

WHEREAS, Mike Lynch is being inducted into the Saint Gabriel Sports Hall of Fame on February 16, 1990; and

WHEREAS, Mike was born on March 23, 1960, graduated from Saint Gabriel's Grammar School, is an alumnus of De LaSalle High School, and since 1981, has been employed by the Chicago Board of Education as a school maintenance assistant; and

WHEREAS, Mike Lynch was only 18 years old when he assumed an active role as a leader in the Canaryville community; and

WHEREAS, Mike's greatest success story would undoubtedly be his contributions to the Canaryville Little League; and

WHEREAS, In 1978, Mike Lynch went from coaching to a manager of Little League; and

WHEREAS, In 1981, due to Mike's hard work and dedication, he became president of the League, a position he held for four years; and

WHEREAS, During his tenure as president, Mike Lynch made incredible improvements to Newcombe Field, some of which include the installation of a 12-foot cyclone fence, new in-fields, sodding, the extension of the stand, equipment rooms, new dugouts, installation of night lights, a sprinkler system and his beloved scoreboard; and

WHEREAS, While serving as president of the Canaryville Boys Baseball League, Mike Lynch also served as Saint Gabriel's grammar school basketball coach to three different teams that played in several different tourneys on the south side; and

WHEREAS, Mike has also been a board member to Saint Gabriel's Teen Club during the same years; and

WHEREAS, Mike Lynch continues to coordinate the Canaryville Classic, a softball tournament which involves 16 teams and monetarily benefits Saint Gabriel's School; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 28th day of February in 1990, do hereby extend our heartiest congratulations to Mike Lynch on his induction to the Saint Gabriel Sports Hall of Fame in 1990, and may we also commend him for the very fine job he has done for our community and may we also extend our sincerest best wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Mike Lynch.

*COMMENDATIONS EXTENDED TO MR. JOHN WARD FOR HIS
HEROIC EFFORTS IN APPREHENDING HIT
AND RUN DRIVER.*

WHEREAS, John Ward is to be commended by the City Council for his active role in repressing crime in the 11th Ward community; and

WHEREAS, On February 5, 1990, a young man was speeding and driving recklessly down the 3100 block of South Racine Avenue and hit two parked cars; and

WHEREAS, Upon hearing the collision, John Ward went outside and saw the vehicle had run into an elderly neighbor's car; and

WHEREAS, As John Ward approached the crime scene, the driver of the car started to flee; and

WHEREAS, Upon realizing the driver's vehicle did not have any license plates or stickers, John Ward thought it might be a stolen car; and

WHEREAS, Fearing the suspect would escape, John Ward gave chase, pursuing him for two blocks, until he eventually captured the offender and brought him back to the scene of the crime, where police officers took the suspect into custody and placed him under arrest; and

WHEREAS, John Ward is to be commended for his courageous and determined efforts in not putting his own safety before others in a dangerous situation; and

WHEREAS, The 11th Ward community is very proud and grateful to John Ward, who exemplifies the community's role in crime prevention and citizens helping one another; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 28th day of February in 1990, do hereby commend John Ward for his heroic efforts in apprehending a criminal in our community and extend our sincerest best wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for John Ward.

**CONGRATULATIONS EXTENDED TO MS. DIANE GEERS AS
RECIPIENT OF CHICAGO ARCHDIOCESAN "HEART
OF THE SCHOOL AWARD".**

WHEREAS, In recognition of her contributions to the students and staff at the North Campus of Bridgeport Catholic Academy, Diane Geers has been awarded the "Heart of the School Award"; and

WHEREAS, Diane Geers' teaching style is noted for its creativity, energy, emphasis on groups of students learning through working together, the concern she shows for individual students and her interest in bringing in all the aspects of the community; and

WHEREAS, Much of Ms. Geers own time is spent on extracurricular activities that support the school and students; and

WHEREAS, Diane Geers is also a member of the B.C.A. Sports Committee, where she is the volleyball coordinator and a coach, a Eucharistic Minister and member of her church choir, and a volunteer at the Valentine Boys and Girls Club; and

WHEREAS, Diane Geers is the motivating force enlivening the activities of the North Campus of the Bridgeport Catholic Academy; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago gathered on this 28th day of February in 1990, do hereby extend our heartiest congratulations to Diane Geers on being awarded the Chicago Archdiocesan "Heart of the School Award," and may we also commend her for the very fine job she has done for our community, and may we also extend our sincerest best wishes to her in all of her future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Diane Geers.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MRS. ELIZABETH TOOMEY BURKE.

WHEREAS, Elizabeth Toomey Burke, the mother of several prominent Chicago-area persons, passed away on Sunday, January 28, 1990 at the age of 86; and

WHEREAS, Mrs. Burke, the wife of the late Thomas A. Burke, was also the mother of Jean Foran, former Chicago Park District Commissioner and the wife of former United States Attorney Thomas Foran; and

WHEREAS, Her other children include the late Edmund, who was mayor of Olympia Fields, Thomas T., an attorney specializing in condemnation law, Martin, a real estate developer, John, the deputy-director of the F.B.I. Academy in Quantico, Virginia, and a daughter Norene Caruso; and

WHEREAS, She is fondly remembered by her additional survivors, including a sister, 32 grandchildren and 17 great-grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 28th day of February, 1990, do hereby pay tribute to the late Elizabeth Toomey Burke, and we do hereby extend our sincerest condolences to her survivors; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Elizabeth Toomey Burke.

TRIBUTE TO LATE MRS. ALICE O'TOOLE CHRISTOPHER.

WHEREAS, Alice O'Toole Christopher, a founder of the Beverly Arts Center, passed away on Saturday, January 27, at the age of 79; and

WHEREAS, Mrs. Christopher, the daughter of the late banker and real estate developer, Bartholomew O'Toole, lived most of her life in Beverly; and

WHEREAS, She was a graduate of Northwestern University's Medill School of Journalism and also attended the University of Chicago and Saint Mary's College at Notre Dame, Indiana; and

WHEREAS, She founded the Mother Mary Potter Guild, an auxiliary of Little Company of Mary Hospital in Evergreen Park, and she organized and raised funds for the Beverly Arts Center, which houses an art collection and performance space; and

WHEREAS, She was a member of Saint Barnabas Parish, where she helped found the Junior Great Books Program; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 28th day of February, 1990, do hereby honor and commemorate the late Alice Christopher for her many accomplishments, and we do hereby extend our sincerest condolences to her survivors, including her six sons, two daughters and 18 grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Alice O'Toole Christopher.

TRIBUTE TO LATE MR. JAMES J. DRISCOLL.

WHEREAS, James J. Driscoll, a retired businessman, former Chicago police officer and former Democratic committeeman died on January 3, 1990 at the age of 77; and

WHEREAS, Mr. Driscoll was a long-time resident of the south side of Chicago and served in the Chicago Police Department during the 1940s; and

WHEREAS, Mr. Driscoll operated the Complete Electrical Supply Company, a business, from 1950 to 1975; and

WHEREAS, Mr. Driscoll was a Democratic ward committeeman in the 21st Ward for a period of time in the early 1960s; and

WHEREAS, He is fondly remembered by his survivors, including his wife Barbara, two daughters, a son, a sister and nine grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 28th day of February, 1990, do hereby honor and commemorate the late James J. Driscoll for his years of service to the city and to his community and we do hereby extend our sincerest condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of James J. Driscoll.

*TRIBUTE TO LATE NINTH WARD ALDERMAN
REGINALD DU BOIS.*

WHEREAS, Reginald Du Bois, a former alderman and city official, passed away on Tuesday, February 6, 1990 at the age of 87; and

WHEREAS, Mr. Du Bois was a long-time resident of the Roseland neighborhood who was first elected to the City Council in 1946, representing the 9th Ward; and

WHEREAS, He served until 1959, and was chairman of the Emergency Crime Committee, popularly known as the Big Nine Crime Committee; and

WHEREAS, He was appointed to the city's Civil Service Commission and served until 1980; and

WHEREAS, He was a two-term Chicagoland district governor of the Lions International; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 28th day of February, 1990, do hereby pay tribute to the late Reginald Du Bois for his many years of service to the city, and we do hereby extend our sincerest condolences to his survivors, including two daughters, Barbara and Faith, a brother, seven grandchildren and five great-grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the survivors of Reginald Du Bois.

TRIBUTE TO LATE MRS. ANTONETTA FERRARO.

WHEREAS, Antonetta Ferraro, the mother of former Democratic vice presidential candidate Geraldine Ferraro, passed away earlier this month at the age of 84; and

WHEREAS, Mrs. Ferraro was widowed in 1943 and went on to raise a daughter and a son on her own; and

WHEREAS, The Ferraro family has set up a scholarship in Antonetta Ferraro's name at Marymount Manhattan College in New York, to be given to women who have been raised solely by their mothers; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 28th day of February, 1990, do hereby honor and commemorate Mrs. Antonetta Ferraro for her achievements in life, both as a single mother and as the financial supporter of her family, and for the example she has set to so many people in this country, and we do hereby extend our sincerest condolences to her bereaved family, including her daughter Geraldine, her son Carl and her six grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Antonetta Ferraro.

TRIBUTE TO LATE MR. JOSEPH B. FLORENCE.

WHEREAS, Joseph B. Florence, the former chief real estate appraiser in the Cook County Assessor's Office, passed away on Thursday, January 11, 1990 at the age of 87; and

WHEREAS, He was a graduate of Mount Carmel High School and the University of Illinois; and

WHEREAS, He was a resident of the Beverly neighborhood for many years and worked in the assessor's office from 1930 until 1971; and

WHEREAS, He retired to Sun City, Arizona, 10 years ago; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 28th day of February, 1990, do hereby pay tribute to the late Joseph B. Florence for his years of service to the people of Cook County, and we do hereby extend our sincerest condolences to his survivors, including two sisters, Rita Reilly and Frances Sullivan, and a brother, Bernard; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Joseph B. Florence.

TRIBUTE TO LATE MR. CARMEN T. FRATTO.

WHEREAS, Carmen T. Fratto, a former assistant Cook County Commissioner of Building and Zoning, passed away on Monday, January 29, 1990 at the age of 83; and

WHEREAS, Mr. Fratto also served as a personal bailiff to Superior Court Judge Abraham Lincoln Marovitz during a period of time in the 1950s; and

WHEREAS, He is fondly remembered by his wife Esther, two sons, Thomas and Louis, a daughter, Donna, two sisters, three brothers, seven grandchildren and seven great-grandchildren; now, therefore

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 28th day of February, 1990, do hereby pay tribute to the late Carmen T. Fratto, and do hereby extend our sincerest condolences to his survivors; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Carmen T. Fratto.

TRIBUTE TO LATE MR. WILLIAM PAYES.

WHEREAS, William Payes, an executive vice president of Builders Chicago Corporation, passed away on Saturday, February 3, 1990, at the age of 54; and

WHEREAS, Mr. Payes was employed for more than 20 years with the firm, which did work for the City of Chicago and other governmental bodies; and

WHEREAS, He attended Colgate University and Illinois Wesleyan College; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 28th day of February, 1990, do hereby commemorate the late William Payes for his many years of service to Builders Chicago Corporation, and we do hereby extend our sincerest condolences to his bereaved family, including his wife, Judith, his daughter and two sons, his six stepchildren, twelve step-grandchildren, his parents and two sisters; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of William Payes.

TRIBUTE TO LATE JUDGE JEROME C. SLAD.

WHEREAS, Jerome C. Slad, a former Cook County Circuit Court Judge, passed away on Monday, January 15, 1990, at the age of 72; and

WHEREAS, Judge Slad was a graduate of De Paul University; and

WHEREAS, He was past president of the Illinois Judges Association and was a member of the Union League Club; and

WHEREAS, He served as a judge in the divorce and law divisions of Cook County from 1965 to 1983; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 28th day of February, 1990, do hereby honor and commemorate the late Judge Slad for his years of service in the Chicago legal community, and we do hereby extend our sincerest condolences to his bereaved family, including his wife, Elia, his son and three daughters, his sister and five grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Judge Jerome C. Slad.

TRIBUTE TO LATE SISTER MARY FRANCIS THOMPSON.

WHEREAS, Sister Mary Francis Thompson passed away in December of 1989 at the age of 79; and

WHEREAS, Sister Mary Francis Thompson was a founder of Little Company of Mary Hospital; and

WHEREAS, She graduated from the hospital's nursing school in 1936; and

WHEREAS, She went on to serve in hospitals in Evergreen Park, and in San Pierre, Indiana and Jasper, Indiana; and

WHEREAS, She is fondly remembered by three surviving nephews and a niece; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 28th day of February, 1990, do hereby honor and commemorate the late Sister Mary Francis Thompson for her lifelong commitment to nursing and to her faith; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the survivors of Sister Mary Francis Thompson.

*TRIBUTE TO LATE COOK COUNTY COMMISSIONER
HAROLD TYRELL.*

WHEREAS, Cook County Commissioner Harold Tyrell passed away on Saturday, February 10, at the age of 62; and

WHEREAS, Mr. Tyrell was born in Forest Park, but moved to Chicago and graduated from Austin High School before earning an engineering degree from the University of Illinois; and

WHEREAS, He was for many years the manager of the Industrial Sales Division of the Hanley Brick Company, a Pennsylvania company with offices in Chicago; and

WHEREAS, He was active in suburban Republican politics and also served as Chairman of the La Grange Park Elementary School District 102; and

WHEREAS, He was elected Chairman of the Cook County Republican Central Committee in 1975 and served until 1978; and

WHEREAS, He was elected to the Cook County Board in 1974 and served until his death; and

WHEREAS, He is remembered as a fine public servant and a taxpayer's watchdog who always undertook a detailed examination of budgets and construction projects; and

WHEREAS, He also served as a Commissioner of the Cook County Forest Preserve District and was Chairman of the Brookfield Zoo Board; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, gathered here this 28th day of February, 1990, do hereby honor and commemorate the late Harold J. Tyrell for his years of service to the people of Cook County, and we do hereby extend our sincerest condolences to his survivors, including, his wife, Margaret, his three daughters, seven grandchildren, two brothers and two sisters; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Harold J. Tyrell.

*THE MOST REVEREND ARCHBISHOP PAUL C. MARCINKUS
HONORED FOR HIS MANY YEARS OF SERVICE
WITH CATHOLIC CHURCH.*

WHEREAS, The Most Reverend Archbishop Paul C. Marcinkus is beginning his fifth decade of overseas service to the Catholic Church; and

WHEREAS, Reverend Marcinkus has shared in the precious work accomplished in so many parts of the world by self-sacrificing bishops, priests, religious men and women, as well as general laity; and

WHEREAS, The tireless efforts of one like Reverend Marcinkus contribute to the general well-being and happiness of countless people around the world who benefit from the work of the Catholic Church; now, therefore,

Be It Resolved, That we, the Mayor, and members of the City Council, gathered here this 28th day of February, 1990, do hereby honor The Most Reverend Archbishop Paul C. Marcinkus for his many years of service with the Catholic Church; and

Be It Further Resolved, That a suitable copy of this resolution be presented to The Most Reverend Archbishop Paul C. Marcinkus.

*NURSE THELMA KUSKA HONORED FOR HER EXEMPLARY
WORK IN CHICAGO'S TRAUMA NETWORK AND HER
SUBSTANCE ABUSE EDUCATION EFFORTS
WITH YOUNG PEOPLE.*

WHEREAS, Thelma Kuska is a nurse in the emergency room at Christ Hospital and Medical Center in Oak Lawn; and

WHEREAS, She has been selected as "Nurse of the Year" for both the hospital and the Evangelical Health Systems, and she will be the recipient of an award from the Mary Harris Thompson M.D. Foundation, which honors women in the health care field; and

WHEREAS, Thelma Kuska is a native of the Philippines, has been a resident of Chicago since 1967 and a staff nurse at Christ Hospital since 1978; and

WHEREAS, She has been active in the campaign against alcohol abuse by organizing a chapter of E.N.C.A.R.E. (Emergency Nurses Cancel Alcohol Related Emergencies) and by coordinating anti-drinking and driving presentations to area high school students; and

WHEREAS, She will be formally recognized at a special award dinner on Saturday, March 10, 1990; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 28th day of February, 1990, do hereby pay tribute to Nurse Thelma Kuska for her exemplary work in Chicago's trauma network and for her efforts to educate young people on the dangers of substance abuse; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Nurse Thelma Kuska.

WEEK OF MAY 6 THROUGH MAY 12, 1990 PROCLAIMED
"SLOVAK JEDNOTA CENTENNIAL WEEK
IN CITY OF CHICAGO".

WHEREAS, The City of Chicago became the major center of Slovak immigrants from Slovakia as early as 1870, and provided quality craftsmen, skilled laborers, and dedicated, yet common farmers and coal miners, to help insure the growth of quality living all throughout the City of Chicago; and

WHEREAS, The Slovak people of Chicago founded more than nine Slovak Catholic Churches and Slovak Catholic Schools, on the north, south, east and west sides of Chicago, with more than seventeen Slovak priests and fifty Slovak nuns in the religious life, to lead and to teach the Slovak peoples and others of the City of Chicago; and

WHEREAS, Approximately 13,111 individual Slovak-American citizens, living in more than 3,195 Slovak families, helped to make the City of Chicago a truly world-class international city, second to none other, in the United States of America; and

WHEREAS, The Fraternal Benefit System, with its strong and valued membership of Slovaks, is a genuine and very positive force, for peace at home, and for international understanding abroad, and is formally known as the First Catholic Slovak Union -- Jednota -- of the United States of America and Canada; and

WHEREAS, Jednota was founded in 1890, and is this very year celebrating its One Hundredth Anniversary Centennial Birthday, with a Jednota Slovak Centennial Parade, and a Jednota Slovak Centennial Concelebrated Holy Mass, at Saint Simon the Apostle Slovak Catholic Church, at 5157 South California Avenue in Chicago, and further celebrating with a Jednota Slovak Centennial Celebration V.I.P. Reception, and a Slovak Cultural Multi-Media Display portraying the "Two Thousand Year History of the Slovak Nation/Peoples" and then with a Jednota Slovak Centennial Celebration Bazaar and Cultural Slovak Entertainment, and also with a Jednota Slovak Centennial Celebration Banquet, all at the Drury Lane Oakbrook Terrace; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, gathered here this 28th day of February, 1990, do hereby proclaim May 6, 1990 to be Slovak Jednota Day all throughout the City of Chicago, and we do further proclaim the week of May 6 through May 12, 1990 as Slovak Jednota Centennial Week in the City of Chicago, and that all citizens of Chicago are urged to become interested in, and to learn more about the Slovak nation and it's people, in actual detail, and to give their full community support to all Slovak people and to say hello to all Slovak youth and to all Slovak adults, who are now and have always been sincerely most proud of their Slovak-American heritage.

Presented By

**ALDERMAN BURKE (14th Ward) And
ALDERMAN NATARUS (42nd Ward):**

TRIBUTE TO LATE MS. VERONICA FITZGERALD.

WHEREAS, Veronica Fitzgerald, a former aide to the late State Senator William J. Connors, passed away on Sunday, February 4, 1990, at the age of 91; and

WHEREAS, Ms. Fitzgerald, lived on the north side and worked for Senator Connors as personal secretary and office manager for 25 years; and

WHEREAS, She later became the secretary to the Cook County Circuit Court Clerk, from 1961 to 1989; and

WHEREAS, She was prized by the Senator's family for her wisdom and advice, and she will always be remembered for her loyalty and efficiency; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 28th day of February, 1990, do hereby pay tribute to the late Veronica Fitzgerald, for her many years of service to the public officials she served, and consequently, her indirect service to the people of Cook County and Illinois.

Presented By

**ALDERMAN BURKE (14th Ward) And
ALDERMAN STONE (50th Ward):**

TRIBUTE TO LATE JUDGE JOSEPH BURKE.

WHEREAS, Retired chief justice of the Illinois Appellate Court, Judge Joseph Burke, passed away on Wednesday, January 31, 1990 at the age of 101; and

WHEREAS, Judge Burke was a native of Ireland and came to Chicago as a young boy; and

WHEREAS, He was a newsboy at the corner of Franklin and Madison Streets before studying stenography and getting a job in a law office; and

WHEREAS, He graduated from what is now De Paul Law School in 1909 with highest honors and went on to serve as a lieutenant in the infantry in World War I; and

WHEREAS, He was elected a judge of the Municipal Court in 1922 at the age of 33, and rose to the Appellate Court in 1938; and

WHEREAS, He presided over the famous Peacock case in 1935; and

WHEREAS, He remained on the bench until 1976 when, after 54 years, he was forced to retire because of the recently-adopted Judicial Retirement Act, and, at the time, was the oldest active judge in the country and he is still believed to have been the longest-sitting judge in Illinois State history; and

WHEREAS, He is remembered as a judge who never held anyone in contempt during his entire career and ran his courtroom with kindness; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 28th day of February, 1990, do hereby pay tribute to the late Judge Joseph Burke for his many years of service to the people of Illinois; and we do hereby extend our sincerest condolences to his survivors, including four sons, a daughter, 18 grandchildren and 13 great-grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Judge Joseph Burke.

TRIBUTE TO LATE MRS. SADIE WASSERMAN.

WHEREAS, Sadie Wasserman, a retired health official with the City of Chicago, passed away in late December, 1989, at the age of 71; and

WHEREAS, Mrs. Wasserman was a resident of the northwest side; and

WHEREAS, She worked for 18 years as an adviser to the Chicago Board of Health until her retirement in 1979; and

WHEREAS, She is survived by her husband Jack Wasserman, two sons, Lawrence and Charles, and three brothers; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 28th day of February, 1990, do hereby honor and commemorate the late Sadie Wasserman for her efforts to improve the health of the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the survivors of the late Sadie Wasserman.

Presented By

ALDERMAN STREETER (17th Ward):

**CONGRATULATIONS EXTENDED TO SERGEANT SHERMAN WILLIAMS
ON HIS RETIREMENT AFTER THIRTY-THREE YEARS OF
DEDICATED SERVICE WITH CHICAGO
POLICE DEPARTMENT.**

WHEREAS, Sherman Williams joined the Chicago Police Department on May 16, 1956, upon deciding to dedicate his life to public service through law enforcement; and

WHEREAS, Sherman Williams was promoted to Detective in 1964 and Sergeant in 1978; and

WHEREAS, Sergeant Williams also served as a Detective/Investigator in the Robbery, Bomb and Arson Unit; and

WHEREAS, Sergeant Williams possessed the professional skill and versatility to hold various positions, including working in the Human Relations Section of the Department; and

WHEREAS, Sergeant Williams in his last assignment as Court Sergeant broadened his knowledge of the judicial process and its impact on the criminal justice system in which he so proudly served; and

WHEREAS, Integrity and dedication to this work during his thirty-three years of service with the Chicago Police Department earned Sergeant Sherman Williams two Department Commendations and numerous Honorable Mentions; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of February, 1990, A.D., do hereby pay recognition and tribute to Sergeant Sherman Williams upon his retirement from the Chicago Police Department, where he served with distinction, the citizens of this great city.

Presented By

ALDERMAN J. EVANS (21st Ward):

**MARCH 1, 1990 DECLARED "DETECTIVE JAMES W. ARNOLD
DAY IN CHICAGO" IN HONOR OF HIS RETIREMENT
AFTER THIRTY-TWO YEARS OF DEDICATED
CITY SERVICE.**

WHEREAS, Detective James W. Arnold became a member of the Chicago Police Department on February 16, 1958; and

WHEREAS, After completing his training at the Police Academy, he was assigned to the old 5th and 2nd Police District at 48th and Wabash Avenue Patrol Division; and

WHEREAS, During his 32 years of distinguished service, Detective Arnold, in 1964, was assigned to the Vice Control Division Narcotic Section, 1121 South State Street, where he served with distinction in all forms of covert and overt narcotic investigations. After being promoted to the rank of Detective, he continued to serve in this assignment until 1978 before being transferred to the Area One Detective Division, Burglary Section, and later to the Property Crimes Section. In 1985 he was transferred to the Office of Municipal Investigation (O.M.I.) at 510 North Peshtigo Court, where he served until October, 1989 before being reassigned to the Area One Detective Division, Property Crime Unit until his retirement on March 1, 1990; and

WHEREAS, Detective Arnold completed several Chicago Police Department In-Service Training Courses. He received a Certificate of Completion of the Covert Surveillance Techniques, conducted by the Independent Commission of Hong Kong, China. In addition, Detective Arnold completed a course in Media Relations conducted by the Federal Bureau of Investigation, Law Enforcement Training School. Detective Arnold received numerous

awards from the Chicago Police Department in addition to letters of appreciation from grateful citizens for professional services rendered; and

WHEREAS, Detective Arnold is active in his community, and he is a highly visible member of the Guardians Police Organization and previously served as the First Vice-President. Detective Arnold is married to Vivian and from this union they are the proud parents of one son, Michael, one daughter-in-law Gloria, and a granddaughter, Tatyana; now, therefore,

Be It Resolved, That the City of Chicago and the Chicago City Council hereby declare March 1, 1990 as "Detective James W. Arnold Day".

Presented By

ALDERMAN KRISTYNIK (23rd Ward):

**STATE OF ILLINOIS AND FEDERAL ENVIRONMENTAL PROTECTION
AGENCIES REQUESTED TO DENY CHEMICAL WASTE
FACILITY PERMIT APPLICATION OF SUN
CHEMICAL CORPORATION.**

WHEREAS, The Sun Chemical Corporation has proposed building a chemical waste incinerator and storage facility at 6600 South Melvina Avenue in Bedford Park; and

WHEREAS, This site adjoins a heavily populated residential community; and

WHEREAS, Sun Chemical has applied to the Illinois Environmental Protection Agency, and the United States Environmental Protection Agency for the necessary permits to construct this facility; and

WHEREAS, Residents of the Clearing Community and in particular, members of Citizens United Against Waste Incinerators, are firmly opposed to the siting of the proposed chemical waste facility in their neighborhood; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, gathered here this 28th day of February, 1990, A.D., do hereby request that the state and the federal environmental protection agencies deny the permit applications to Sun Chemical Corporation for the proposed chemical waste facility at 6600 South Melvina Avenue.

*CONGRATULATIONS EXTENDED TO MR. GEORGE FURGALA
ON OCCASION OF HIS 105TH BIRTHDAY.*

WHEREAS, George Furgala will be celebrating his 105th birthday Monday, March 12, 1990; and

WHEREAS, An outstanding family man, George Furgala and his wife have four lovely children; and

WHEREAS, George Furgala was born in Poland, he has been a citizen of this great City for a number of years; and

WHEREAS, George Furgala spent seventy (70) years of study and preaching the Good Word, the Bible. He raised a family while working, overcoming the difficulties of a language barrier, as did many other minorities at that time; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of February, 1990, A.D., do hereby join in the 105th Birthday celebration of one of our great citizens, George Furgala and we extend to him and his loving family, our very best wishes for continuing happiness, health and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be presented to George Furgala.

Presented By

**ALDERMAN DAVIS (29th Ward) And
ALDERMAN E. SMITH (28th Ward):**

***ELDER JAMES E. LENNOX COMMENDED FOR HIS
CONTRIBUTIONS AS THEOLOGIAN, LEADER
AND GOSPEL SINGER.***

WHEREAS, Churches and the religious community have been and continue to be driving moral and social forces in the progressive development of the Chicago Community; and

WHEREAS, The Holy Temple Church of God in Christ, for many years under the leadership of the late Bishop Eleozar Lennox became a potent religious and social institution helping to meet the spiritual and social needs of large numbers of Chicagoans; and

WHEREAS, His son and protege has followed in his father's footsteps and is known throughout the United States as a great theologian, leader and gospel singer who has stimulated, motivated and activated vast audiences with his powerful messages and melodious voice; and

WHEREAS, On Wednesday, March 7th, Elder Lennox will be feted at a testimonial celebration attesting to his leadership and accomplishments; now, therefore,

Be It Resolved, By the Honorable Mayor and the Chicago City Council in meeting on this 28th day of February, 1990 A.D., that we take note of the many accomplishments of Elder James E. Lennox and commend him for his noteworthy contributions; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Elder Lennox and the Holy Temple Church of God in Christ.

Presented By

**ALDERMAN BIALCZAK (30th Ward) And
ALDERMAN STONE (50th Ward):**

**CONGRATULATIONS EXTENDED TO MRS. LEAH GOLDMAN
ON OCCASION OF HER EIGHTIETH BIRTHDAY.**

WHEREAS, Leah Goldman, a resident of Chicago's West Rogers Park Area, will celebrate her 80th birthday on March 13, 1990; and

WHEREAS, Leah Goldman was born on March 13, 1910 in the Wicker Park area, daughter of the late Nathan Paznansky and Katy Pearlman Paznansky; and

WHEREAS, On May 10, 1936, Leah Goldman was married to Sam, now deceased, and as a result of this loving union, they have one daughter, Natalie Gray, and one son, Stuart E. Goldman, and three grandchildren, Matthew, Shana and Debbie; and

WHEREAS, Leah Goldman has been a lifelong dedicated Democrat and actively involved in civic and philanthropic organizations; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this 28th day of February, 1990, do hereby extend our heartiest congratulations to Leah Goldman on the celebration of her 80th birthday and may we also extend our sincere best wishes to her for many more birthdays to come; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Leah Goldman.

Presented By

ALDERMAN KOTLARZ (35th Ward):

**CONGRATULATIONS EXTENDED TO MR. BRAD SARGUS
ON ACHIEVING RANK OF EAGLE SCOUT.**

WHEREAS, Brad Sargus, a native of our great City of Chicago and member of Boy Scout Troop 979 has earned the Eagle Scout Rank; and

WHEREAS, The Eagle Scout Rank is the highest award that can be earned in the Boy Scouts of America; and

WHEREAS, Brad Sargus through his efforts and dedication that went into the earning of this rank has set a fine example of citizenship and character for others; and

WHEREAS, Brad Sargus has been a positive influence on his fellow scouts and the community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, gathered here this 28th day of February, 1990, A.D., do hereby offer our most sincere congratulations to Brad Sargus on his earning the Eagle Scout Rank and extend to this outstanding citizen our very best wishes in his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to Brad Sargus.

**CONGRATULATIONS EXTENDED TO MR. JOHN MAZUREK
ON ACHIEVING RANK OF EAGLE SCOUT.**

WHEREAS, John Mazurek, a native of our great City of Chicago and member of Boy Scout Troop 932 has earned the Eagle Scout Rank; and

WHEREAS, The Eagle Scout Rank is the highest award that can be earned in the Boy Scouts of America; and

WHEREAS, John Mazurek through his efforts and dedication that went into the earning of this rank has set a fine example of citizenship and character for others; and

WHEREAS, John Mazurek has been a positive influence on his fellow scouts and the community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, gathered here this 28th day of February, 1990, A.D., do hereby offer our most sincere congratulations to John Mazurek on his earning the Eagle Scout Rank and extend to this outstanding citizen our very best wishes in his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to John Mazurek.

Presented By

ALDERMAN GILES (37th Ward):

TRIBUTE TO LATE DR. JESSE D. JORDAN.

WHEREAS, The omniscient and sovereign God has called Dr. Jesse D. Jordan to his eternal home. Dr. Jesse D. Jordan, the kind, loving and caring servant of God, served as an active Pastor of High Mountain Missionary Baptist Church for twenty-four years until his death, December 30, 1989; and

WHEREAS, Pastor Jordan in 1950 served in the United States Army, attained the rank of sergeant and received an honorable discharge, received a Bachelors Degree in Theology in March of 1981, and an honorary Doctorate Degree from McKinley Theological Seminary; and

WHEREAS, Pastor Jordan was actively involved with numerous organizations for the betterment and advancement of human beings; and

WHEREAS, Reverend Jesse D. Jordan was a Board Member of the West Side Isaiah Plan; Board Member of the Trinity Resources Unlimited; member of West Side Ministers Conference; member of the Mississippi Ministerial Conference; member of the Maywood Ministers' Alliance; and member of the 37th Ward Democratic Organization for Ministers; and

WHEREAS, Reverend Jordan served as Chaplain of the Freedom Flyer Prison Ministries for the Cook County Department of Corrections; served as First Vice Moderator, Supervisor of the Youth Department and served as Chairperson of the Courtesy Committee at the Baptist General State Convention; and

WHEREAS, In 1951 he was joined in holy matrimony to Ms. Cora Lee Cunningham. During their marriage of thirty-eight blessed years, they raised twelve lovely children -- five girls and seven boys; and

WHEREAS, Dr. Jesse D. Jordan's strong belief lead him to accept his calling to the ministry. He was a faithful servant in carrying out his duties as Pastor. His motto was "In All Thy Ways Acknowledge Him And He Shall Direct Thy Path" -- Proverbs 3:6; and

WHEREAS, Dr. Jesse D. Jordan leaves us with a smile and these words "And You Remember . . . It Is Just Nice To Be Nice"; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered this 28th day of February, 1990, do hereby express our sincerest condolences to the family of Dr. Jesse D. Jordan, and further express our deepest appreciation for all he has given to make the City of Chicago a city of equality and justice to each citizen; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. Jesse D. Jordan, Pastor of the High Mountain Missionary Baptist Church.

Presented By

ALDERMAN NATARUS (42nd Ward):

**DR. LEO SOWERBY HONORED FOR HIS MANY CONTRIBUTIONS
TO MUSICAL AND CULTURAL HERITAGE
OF CHICAGO.**

WHEREAS, Dr. Leo Sowerby came to Chicago in 1924 and was a Chicago resident for 41 years; and

WHEREAS, Dr. Sowerby was choral director and organist at the Saint James Cathedral in Chicago for thirty-eight years; and

WHEREAS, Dr. Sowerby was commissioned by the Chicago Symphony Orchestra and its director, Mr. Frederick Stock, to write a symphony which was subsequently performed at the Golden Jubilee of the Chicago Symphony in 1941; and

WHEREAS, By winning the Pulitzer Prize for his composition, "Canticle of the Sun" in 1946 and the American Prix De Rome in 1921, Dr. Sowerby brought honor and esteem to the City of Chicago; and

WHEREAS, Dr. Sowerby was the first American to receive Britain's tribute entitled, Fellow of The Royal School of Church Music; and

WHEREAS, Dr. Sowerby is the only American to be so honored by Queen Elizabeth and allowed to wear the R.S.C.M. insignia; and

WHEREAS, This versatile musical genius not only wrote music for Paul Whiteman's Orchestra, but also wrote over 500 works for chorus, organ and orchestra during his distinguished career; and

WHEREAS, For the last seven years of his life from 1962 until his death in 1986, Dr. Sowerby did further honor himself and the City of Chicago by being appointed the director of The College for Church Musicians at the National Cathedral in Washington, D.C.; and

WHEREAS, During the month of May, 1990, the life and music of Dr. Sowerby will be celebrated by musical performances in churches and concert halls throughout Chicagoland; and

WHEREAS, During the month of May, 1990, the life and music of Dr. Sowerby will also be celebrated in Chicago with organ concerts at Saint James Cathedral and Saint Thomas The Apostle Church, by performances of La Musica Gioiosa Trio at Newberry Library and elsewhere in the Chicago area, by Sowerby displays at Chicago's cultural institutions, and other activities that will honor his memory; and

WHEREAS, The celebration of this Twentieth Century musical giant is in recognition of how he singlehandedly did change the musical life of the City of Chicago; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, assembled in meeting this 28th day of February, 1990, do hereby honor Dr. Leo Sowerby for his many contributions to the music and cultural heritage of the City of Chicago, and do also urge all citizens to be cognizant of the special events arranged in honor of the life and music of Dr. Leo Sowerby; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to La Musica Gioiosa Trio.

Presented By

ALDERMAN EISENDRATH (43rd Ward):

**APRIL 30, 1990 PROCLAIMED "SOBER DRIVING DAY
IN CHICAGO".**

WHEREAS, Students Against Drunk Driving is a coalition of student groups organized around the United States to lobby for tougher drunk driving legislation and to educate people about the dangers of drinking and driving; and

WHEREAS, These facts about drunk driving are shocking to us all:

1. Half of all Americans will be involved in an alcohol-related automobile accident in his or her lifetime;
2. 25,000 people die each year in these accidents;
3. Nearly half of all fatal wrecks involve a drinking driver;
4. More than half of all teenage deaths are alcohol related; and

WHEREAS, A Chicago subchapter of Students Against Drunk Driving is organizing rallies and educational events on Monday, April 30, 1990; now, therefore,

Be It Resolved, By the Mayor and the City Council of the City of Chicago, that Monday, April 30th will be Sober Driving Day in Chicago.

Presented By

ALDERMAN SCHULTER (47th Ward):

**COMMENDATIONS EXTENDED TO 19TH POLICE DISTRICT
FOR SUCCESSFUL CRIME REDUCTION IN 1989.**

WHEREAS, The 19th Police District has been cited by the Chicago Police Department as having experienced a higher reduction in crime in 1989 than any other Police District in the City; and

WHEREAS, The 19th Police District, under Commander John Michaelson, serves the mid-north side with uncommon commitment and through constant contact with the citizens of this grateful area; and

WHEREAS, The leaders of this great City are keenly aware of the debt owed to "Chicago's Finest"; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of February, 1990, A.D., do hereby offer our congratulations and our gratitude to Commander John Michaelson, his officers and staff of the 19th Police District of the City of Chicago for the outstanding reduction of crime in the previous year, and we voice our sincere hope for the continuing success of these outstanding public servants; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Commander John Michaelson.

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, Et Cetera.

**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
<i>ROTI</i> (1st Ward)	West Chicago Avenue (south side) from a point 70 feet east of North Noble Street, to a point 25 feet east thereof -- at all times -- no exceptions;

Alderman

Location, Distance And Time

West Fulton Street (north side) from a point 20 feet west of North May Street, to a point 25 feet west thereof -- at all times -- no exceptions;

West Polk Street, at 47 -- at all times -- no exceptions;

GARCIA (22nd Ward)

West 31st Street, between North Lawndale Avenue and South Millard Avenue -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday;

SOLIZ (25th Ward)

West 21st Street, at 1727 -- 7:00 A.M. to 4:00 P.M. -- Monday through Friday;

GUTIERREZ (26th Ward)

North Milwaukee Avenue, at 1704 -- 6:00 A.M. to 6:00 P.M. -- daily;

BIALCZAK (30th Ward)

West Diversey Avenue, at 4915 -- 9:00 A.M. to 7:00 P.M. -- daily;

West Diversey Avenue, at 4946 -- 9:00 A.M. to 4:00 P.M. -- Monday through Friday;

GABINSKI (32nd Ward)

North Paulina Street, at 900 -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday;

MELL (33rd Ward)

West Fullerton Avenue, at 3442 -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;

North Western Avenue, at 2248 -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday;

Alderman	Location, Distance And Time
<i>KOTLARZ</i> (35th Ward)	North Lawndale Avenue, at 3900 (alongside on West Byron Street) -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday;
<i>O'CONNOR</i> (40th Ward)	West Carmen Avenue, at 2640 (between fire plug and driveway) -- at all times -- Monday through Sunday; North Lincoln Avenue, at 5014 -- 6:30 A.M. to 6:00 P.M. -- Monday through Friday;
<i>EISENDRATH</i> (43rd Ward)	North Lakeview Avenue, at 2750 -- at all times -- daily;
<i>HANSEN</i> (44th Ward)	West Roscoe Street, at 934 -- at all times -- daily;
<i>M. SMITH</i> (48th Ward)	North Kenmore Avenue, at 5547 -- at all times -- daily;
<i>STONE</i> (50th Ward)	North Maplewood Avenue, at 6407 (in lieu of parking meters 10274 and 10278) -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday.

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC
RESTRICTIONS ON PORTIONS OF
SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to a single direction in each case on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Public Way

NATARUS (42nd Ward)

North Orleans Street, from West Wacker Drive to West Ontario Street -- northerly;

SCHULTER (47th Ward)

West Ainslie Street, between North Ashland Avenue and North Clark Street -- easterly.

Referred -- ESTABLISHMENT OF ONE-HOUR PARKING
LIMITATION ON PORTION OF NORTH
MILWAUKEE AVENUE.

Alderman Levar (45th Ward) presented a proposed ordinance to establish a one-hour parking limitation on that portion of North Milwaukee Avenue, from a point 30 feet south of the premises at 5522, to a point 60 feet north of the premises at 5528, on Monday through Saturday, during the hours of 9:00 A.M. to 5:00 P.M., which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PROHIBITION OF PARKING AT ALL TIMES AT
DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location And Distance

STEELE (6th Ward)

South Rhodes Avenue, at 7342 (except for handicapped);

CALDWELL (8th Ward)

South Dante Avenue, at 8535 (except for handicapped);

Alderman	Location And Distance
	South Dorchester Avenue, at 8755 (except for handicapped);
<i>HUELS</i> (11th Ward)	South Throop Street, at 3211 (except for handicapped); South Wallace Street, at 3152 (except for handicapped);
<i>FARY</i> (12th Ward)	South California Avenue, at 4227 (except for handicapped); South Claremont Avenue, at 3415 (except for handicapped); South Seeley Avenue, at 4752 (except for handicapped); West 45th Place, at 2535 (except for handicapped);
<i>MADRZYK</i> (13th Ward)	South Christiana Avenue, at 5647 (except for handicapped); West 60th Place, at 3416 (except for handicapped);
<i>CARTER</i> (15th Ward)	South Justine Street, at 5721 (except for handicapped); West 71st Street, at 2319 (except for handicapped);
<i>SHEAHAN</i> (19th Ward)	South Fairfield Avenue, at 10129 (except for handicapped);
<i>J. EVANS</i> (21st Ward)	West 90th Place, at 324 (except for handicapped);

Alderman	Location And Distance
<i>GARCIA</i> (22nd Ward)	South Kedvale Avenue, at 3035 (except for handicapped);
<i>KRYSTYNIAK</i> (23rd Ward)	South Kolin Avenue, at 5222 (except for handicapped);
<i>SOLIZ</i> (25th Ward)	West 23rd Street, at 2603;
<i>GUTIERREZ</i> (26th Ward)	North Kedzie Avenue, at 1651 (10 feet north and 10 feet south); North Sacramento Avenue, at 2338;
<i>E. SMITH</i> (28th Ward)	West Harrison Street, at 4955 -- 4959;
<i>BIALCZAK</i> (30th Ward)	West Altgeld Street, at 4537 (except for handicapped); North Kilbourn Avenue, at 3054 (except for handicapped); North Luna Avenue, at 1618 (except for handicapped); West Wolfram Street, at 5059 (except for handicapped);
<i>FIGUEROA</i> (31st Ward)	West Dickens Avenue, at 3619 (on either side of driveway);
<i>MELL</i> (33rd Ward)	West Addison Street, at 3051 (except for handicapped); North Spaulding Avenue, at 3045 (except for handicapped);
<i>AUSTIN</i> (34th Ward)	West 112th Street, at 1120 (except for handicapped);

Alderman	Location And Distance
<i>O'CONNOR</i> (40th Ward)	West Balmoral Avenue, at 2625 (except for handicapped); West Summerdale Avenue, at 2846 (except for handicapped);
<i>PUCINSKI</i> (41st Ward)	North Northwest Highway, at 6828 (except for handicapped);
<i>LEVAR</i> (45th Ward)	West Grace Street, at 4620 (except for handicapped); North Lowell Avenue, at 4539 (except for handicapped); North Mason Avenue, at 4901 (alongside on West Carmen Avenue at driveway); West Sunnyside Avenue, at 4951 (except for handicapped);
<i>SHILLER</i> (46th Ward)	North Clark Street, from West Montrose Avenue to North Southport Avenue (no charter bus parking this side of street); West Montrose Avenue (north side) from a point 150 feet west of North Kenmore Avenue, to North Clark Street (no charter bus parking this side of street);
<i>SCHULTER</i> (47th Ward)	North Hoyne Avenue, at 4349 (except for handicapped); West Newport Avenue, at 1902 (except for handicapped); North Seeley Avenue, at 4426 (except for handicapped);
<i>M. SMITH</i> (48th Ward)	North Winthrop Avenue, at 5444 (except for handicapped);

Alderman	Location And Distance
<i>STONE</i> (50th Ward)	West Estes Avenue, at 2652 (except for handicapped); West North Shore Avenue, at 1707 (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 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
<i>SOLIZ</i> (25th Ward)	West Cullerton Street, from 2441 to a point 60 feet east thereof -- at all times -- Monday through Friday;
<i>GABINSKI</i> (32nd Ward)	North Sangamon Street (west side) from West Chicago Avenue to West Superior Street -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday.

Referred-- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION ON PORTION OF SOUTH MASON AVENUE.

Alderman Smith (28th Ward) and Alderman Davis (29th Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words "South Mason Avenue, at 104 -- Handicapped Parking" relative to the parking prohibition on a portion of South Mason Avenue and inserting in lieu thereof "West Washington Boulevard, at

4853 -- Handicapped Parking", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION ON PORTION OF WEST
THOMAS STREET.

Alderman Giles (37th Ward) presented a proposed ordinance which would amend an ordinance passed on December 18, 1984 (Council Journal page 12045) by striking the words "West Thomas Street (south side) from a point 51 feet east of North Lamon Avenue, to a point 25 feet east thereof -- (1450 West Summerdale Avenue) - - Handicapped Permit 842" relative to the parking prohibition on a portion of West Thomas Street and inserting in lieu thereof "North Lotus Avenue, at 1528 -- Handicapped Permit 842", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUANCE OF PARKING PROHIBITION
ON PORTION OF SOUTH MELVINA AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance which would amend an ordinance previously passed by discontinuing the parking prohibition in effect from 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M., on both sides of South Melvina Avenue, from West 63rd Street to the first alley north and south thereof, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUANCE OF PARKING PROHIBITION
AT 2917 NORTH SEELEY AVENUE.

Alderman Mell (33rd Ward) presented a proposed ordinance which would amend an ordinance previously passed by discontinuing the parking prohibition in effect at all times at 2917 North Seeley Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUANCE OF PARKING PROHIBITION
ON PORTION OF NORTH SHEFFIELD AVENUE.

Alderman Shiller (46th Ward) presented a proposed ordinance which would amend an ordinance previously passed by discontinuing the parking prohibition on the east side of North Sheffield Avenue, from 3609 North Sheffield Avenue to a point 90 feet north of West Addison Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUANCE OF PARKING PROHIBITION
ON PORTIONS OF WEST 93RD AND WEST
94TH STREETS.

Alderman J. Evans (21st Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the parking prohibitions on both sides of West 93rd Street, from South Lafayette Avenue to South Wentworth Avenue and on both sides of West 94th Street, from South Lafayette Avenue to South Wentworth Avenue, 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
<i>SHEAHAN</i> (19th Ward)	South Hale Avenue (west side) from South 113th Street to South 115th Street -- at all times -- daily;
<i>KRYSTYNIAK</i> (23rd Ward)	West 51st Street (south side) in the 3900 block -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday (extension to Zone 37);

Alderman	Location, Distance And Time
<i>PUCINSKI</i> (41st Ward)	West Higgins Avenue, in the 7500 block -- at all times -- daily;
<i>LEVAR</i> (45th Ward)	North Leonard Avenue, in front of 5573 and 5577 -- at all times -- daily.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF SOUTH CHAPPEL AVENUE.

Alderman Bloom (5th Ward) presented a proposed ordinance which would amend an ordinance passed on February 3, 1987 (Council Journal pages 39232 -- 39234) by striking the words: "South Chappel Avenue (east side) from East 73rd Street to East 74th Street -- 6:00 P.M. to 12:00 Midnight -- daily -- Zone 44" relative to the residential permit parking zone on a portion of South Chappel Avenue and inserting in lieu thereof: "South Chappel Avenue (east side) from East 73rd Street to East 74th Street -- all day, Sunday -- 8:00 A.M. to 10:00 A.M. and 6:00 P.M. to 12:00 Midnight -- Monday through Friday -- Zone 44", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF SOUTH CHAPPEL AVENUE.

Alderman Bloom (5th Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words: "South Chappel Avenue (east side) from East 74th Street to East 75th Street -- 6:00 P.M. to 12:00 Midnight" relative to the residential permit parking zone on a portion of South Chappel Avenue and inserting in lieu thereof: "South Chappel Avenue (east side) from East 74th Street to East 75th Street -- all day Sunday -- Monday through Friday -- 8:00 A.M. to 10:00 A.M. and 6:00 P.M. to 12:00 Midnight", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTIONS
OF WEST 64TH STREET AND SOUTH
LA CROSSE AVENUE.

Alderman Madrzyk (13th Ward) presented a proposed ordinance to amend an ordinance which established Residential Permit Parking Zone 18 on that portion of West 64th Street, from South LaCrosse Avenue to the first alley west thereof and on both sides of South LaCrosse Avenue, from West 64th Street to West 65th Street, by further prohibiting parking on Monday through Friday, from 8:00 A.M. to 12:00 P.M., which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF EAST 74TH STREET.

Alderman Bloom (5th Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words: "East 74th Street, from South Jeffery Boulevard to South Chappel Avenue -- 6:00 P.M. to 12:00 Midnight" relative to the residential permit parking zone on a portion of East 74th Street and inserting in lieu thereof: "East 74th Street, from South Jeffery Boulevard to South Chappel Avenue -- all day Sunday -- Monday through Friday -- 8:00 A.M. to 10:00 A.M. and 6:00 P.M. to 12:00 Midnight", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DIAGONAL PARKING PERMITTED ON PORTION OF
SOUTH CLAREMONT AVENUE.

Alderman Fary (12th Ward) presented a proposed ordinance to permit diagonal parking on the east side of South Claremont Avenue, in the 3400 block, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO
DETERMINE SUITABILITY OF PARKING ON PORTION
OF SOUTH WESTERN BOULEVARD.

Alderman Fary (12th Ward) presented a proposed order requesting the Commissioner of Public Works to conduct a study to determine the suitability of parking along the east side of South Western Boulevard, in the 3400 block, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF SPEED LIMITATION ON
PORTION OF SOUTH HELEN J. MIKLOS DRIVE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to limit the speed of vehicles to 15 miles per hour on both the service and passenger drives of South Helen J. Miklos Drive from West 56th Street to West 58th Place, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- INSTALLATION OF TRAFFIC SIGNS AT
SUNDRY LOCATIONS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Type Of Sign
<i>STEELE</i> (6th Ward)	In alley of 7700 block, between South State Street and South Wabash Avenue -- "No Parking";
	South Wabash Avenue, at East 92nd Street -- "Stop";

Alderman	Location And Type Of Sign
<i>MADRZYK</i> (13th Ward)	East/west alley from North Austin Avenue east to South Mason Avenue, between West 60th Street and the Belt Railroad tracks -- "Through Traffic Prohibited";
<i>KELLAM</i> (18th Ward)	South Homan Avenue, at 8223 -- "Handicapped Parking";
<i>GUTIERREZ</i> (26th Ward)	North Albany Avenue and West Dickens Avenue -- "Four-Way Stop";
<i>BUTLER</i> (27th Ward)	South Campbell Avenue, at West Polk Street -- "Stop";
	South Campbell Avenue, at West Lexington Street -- "Stop";
	West Harrison Street, at 1825 -- "Stop";
	West Jackson Boulevard, in the 2200 through 2300 blocks -- "No Dumping";
<i>DAVIS</i> (29th Ward)	North Mason Avenue, at 1046 (driveway) -- "No Parking";
<i>BIALCZAK</i> (30th Ward)	Entrances to the first east/west alley south of West Shakespeare Avenue, between North Kenton Avenue and North Kilpatrick Avenue -- "Through Traffic Prohibited";
<i>AUSTIN</i> (34th Ward)	South Aberdeen Street and West 107th Street -- "Four-Way Stop";
	South Parnell Avenue and West 107th Street -- "Four-Way Stop";
	South Sangamon Street and West 107th Street -- "Four-Way Stop";

Alderman	Location And Type Of Sign
	West 117th Place and South Lowe Avenue -- "Four-Way Stop";
	West 118th Street and South Lowe Avenue -- "Two-Way Stop";
<i>CULLERTON</i> (38th Ward)	West Byron Street and North Marmora Avenue -- "Stop";
<i>PUCINSKI</i> (41st Ward)	North Oriole Avenue and West Myrtle Avenue -- "Four-Way Stop";
	North Overhill Avenue and West Myrtle Avenue -- "Four-Way Stop";
<i>NATARUS</i> (42nd Ward)	East Chestnut Street and North Mies Van Der Rohe Street -- "Four-Way Stop";
	East Delaware Place and North Mies Van Der Rohe Street -- "Four-Way Stop";
	East Pearson Street and North Mies Van Der Rohe Street -- "Four-Way Stop";
	East Walton Street and North Mies Van Der Rohe Street -- "Four-Way Stop";
<i>HANSEN</i> (44th Ward)	West Cornelia Avenue, at North Janssen Avenue -- "Stop";
	North Seminary Avenue, at West Eddy Street -- "Stop";
<i>M. SMITH</i> (48th Ward)	West Argyle Street and North Marine Drive -- "Three-Way Stop";
	West Berwyn Avenue, at North Magnolia Avenue -- "Stop";

Alderman

Location And Type Of Sign

West Carmen Avenue and North Marine Drive -- "Three-Way Stop";

North Lakewood Avenue, at West Catalpa Avenue -- "Stop".

Referred -- PROPOSED STUDIES REGARDING INSTALLATION OF TRAFFIC SIGNS AT SUNDRY LOCATIONS.

Alderman Kellam (18th Ward) presented six proposed orders to conduct studies regarding the installation of traffic signs at sundry locations, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

South Karlov Avenue (both sides) to alley south on West 79th Street -- "Two-Hour Parking -- Monday through Friday -- 9:00 A.M. to 9:00 P.M.";

West 80th Street and South Artesian Avenue -- "All-Way Stop";

West 80th Street and South Whipple Street -- "All-Way Stop";

West 81st Street and South Artesian Avenue -- "All-Way Stop";

West 82nd Place and South Kedvale Avenue -- "Two-Way Stop";

West 83rd Place (north side) in the 3500 through 3600 blocks -- "No Parking -- Monday through Friday -- 8:00 A.M. to 10:00 A.M".

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES AT ALL TIMES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones at all times 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>NATARUS</i> (42nd Ward)	North Clark Street (east side) from West Huron Street to the north end of the garage entrance at 77 West Huron Street;
<i>HANSEN</i> (44th Ward)	North Lake Shore Drive, at 3150 (loading dock);
<i>SHILLER</i> (46th Ward)	West Montrose Avenue (south side) from North Clarendon Avenue to a point 20 feet east of driveway at 4343 North Clarendon Avenue;
<i>M. SMITH</i> (48th Ward)	West Bryn Mawr Avenue (south side) from North Sheridan Road to North Lake Shore Drive;
	West Hollywood Avenue (both sides) from North Sheridan Road to North Ridge Avenue;
	North Ridge Avenue (both sides) from West Hollywood Avenue to West Peterson Avenue.

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES DURING
SPECIFIED HOURS AT DESIGNATED LOCATIONS.

Alderman Shiller (46th Ward) presented six 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:

North Broadway, from West Irving Park Road to West Cornelia Avenue -- Tuesday -- 7:00 A.M. to 9:00 A.M. (east side) -- Wednesday -- 7:00 A.M. to 9:00 A.M. (west side) -- from April 15 through November 15;

North Broadway, from West Leland Avenue to West Montrose Avenue -- Tuesday -- 7:00 A.M. to 9:00 A.M. (east side) -- Wednesday -- 7:00 A.M. to 9:00 A.M. (west side) -- from April 15 through November 15;

North Clark Street (east side), from West Leland Avenue to West Wilson Avenue -- Tuesday -- 7:00 A.M. to 9:00 A.M. -- from April 15 through November 15;

North Clark Street, from West Montrose Avenue to West Byron Street -- Tuesday -- 7:00 A.M. to 9:00 A.M. -- from April 15 through November 15;

North Clark Street, from West Wilson Avenue to West Montrose Avenue -- Tuesday -- 7:00 A.M. to 9:00 A.M. (east side) -- Wednesday -- 7:00 A.M. to 9:00 A.M. (west side) -- from April 15 through November 15;

West Wilson Avenue, from North Clarendon Avenue to North Clark Street -- Tuesday -- 7:00 A.M. to 9:00 A.M. (north side) -- Wednesday -- 7:00 A.M. to 9:00 A.M. (south side) -- from April 15 through November 15, 1990.

Referred -- DISCONTINUANCE OF TOW-AWAY ZONE ON
PORTION OF SOUTH KILBOURN
AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the tow-away zone on the west side of South Kilbourn Avenue, from West 50th Street to West 51st Street, 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 three proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN *ROTI* (1st Ward):

To classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 6-F bounded by:

the alley next north of and parallel to West 29th Street; South Princeton Avenue; West 29th Street; and South Shields Avenue.

BY ALDERMAN *VRDOLYAK* (10th Ward):

To classify as a C1-1 Restricted Commercial District instead of an M3-1 Heavy Manufacturing District the area shown on Map No. 24-B bounded by:

East 100th Street; South Muskegon Avenue; a line 625 feet south of and parallel to East 100th Street; the C.R.I. & P. Railroad right-of-way.

BY ALDERMAN *STREETER* (17th Ward):

To classify as a B2-1 Restricted Retail District instead of an R3 General Residence District the area shown on Map. No. 18-G bounded by:

West 71st Street; a line 24 feet east of South Ada Street; the alley next south of and parallel to West 71st Street; and South Ada Street.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented three hundred twenty-seven proposed claims against the City of Chicago for the claimants named, as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

Alderman

Claimant

ROTI (1st Ward)

Oriental Terrace Homeowners
Association;

155 North Harbor Drive Condominium
Association;

801 South Plymouth Court
Condominium Association;

1143 South Plymouth Court
Condominium Association;

T. EVANS (4th Ward)

Cornell Village Tower Association;

Cornell Village Townhouse
Association;

Dorchester Condominium Association;

Drexel Square Condominium;

Eaton Place Condominium Association;

Ellis Cooperative;

Fairfield Condominium Association;

Four Corners II Condominium
Association;

Four Corners IV Condominium
Association;

Greenwood Park Condominium
Association;

Hyde Park Boulevard Condominium
Association;

Hyde Park-Woodlawn Condominium
Association;

Ingleside Court Homes South
Condominium Association;

Alderman

Claimant

Pioneer Cooperation, Incorporated;

Powhatan Building Corporation;

Turner House Condominiums;

United Cooperative Projects,
Incorporated;The Woodlawn Condominium
Association;1310 -- 1312 East 54th Street
Condominium;

1314 East 55th Condominium;

1348 -- 1350 Hyde Park Condominium;

1357 Madison Park Condominium
Association;4900 Drexel Cooperative Apartments
Corporation;5036 -- 5038 Drexel Condominium
Association;5216 -- 5218 South Dorchester
Condominium Association;53rd Maryland Condominium
Association;5416 -- 5418 South Dorchester
Condominium Association;5455 -- 5463 South Ingleside
Condominium Association;*BLOOM* (5th Ward)Campus Commons Condominium
Association;Chappel Court Condominium
Association;

Alderman

Claimant

Cloisters East Condominium
Association;

Columbian Condominium Association;

Crandon Place Condominium
Association;

East Park Condominium Association;

Hampton House Condominium;

Hedgerow Condominium Association;

Jackson Court Apartments;

Jackson Shore Condominium;

Kimbark of University Condominium
Association;

Mia Casa Apartment Building
Corporation;

Michigan Beach Housing Cooperative;

Panorama Condominium Association;

Paxton Place Condominium
Association;

Poinsettia East, Incorporated;

Shoreline Condominiums;

5302 -- 5312 Cornell Condominium
Association;

5328 -- 5330 South Hyde Park
Boulevard Condominium;

5431 -- 5433 South Hyde Park
Condominium Association;

5434 -- 5436 Hyde Park Condominium;

Alderman

Claimant

5474 -- 5476 South Everett Avenue
Condominium Association;

5478 -- 5480 South Everett
Condominium Association;

5485 -- 5489 South Cornell Avenue
Condominium Association;

5518 -- 5522 Everett Condominium
Association;

5547 -- 5549 South Dorchester Avenue
Condominium Association;

5553 -- 5555 South Blackstone
Condominium Association;

56th Kimbark Condominium
Association;

5711 -- 5715 South Blackstone
Avenue Cooperative;

5750 South Kenwood Avenue
Cooperative;

5800 South Blackstone Cooperative
Association;

6700 Crandon Condominium;

6830 -- 6832 Paxton Condominium;

7206 -- 7208 South Yates Condominium
Association;

75th on the Lake Home-Owner's
Association;

5457 -- 5459 South Hyde Park
Boulevard Condo Association;

Jackson Towers Condominium;

Alderman

Claimant

STEELE (6th Ward)

Cheryl Apartments Condominium;
8200 and Langley Cooperative
Apartments;

BEAVERS (7th Ward)

33 Phillips Condominium Apartments;

CALDWELL (8th Ward)

Association of Owners 8210 -- 8216
South Jeffery Condominium;
Mr. Porter Sledge;
7901 -- 7911 Ellis Condominium
Association;

MADRZYK (13th Ward)

Doyle's Condominium Association;
Midway Condo Association (2);

BURKE (14th Ward)

Mr. James Snidauf;

KELLAM (18th Ward)

2728 West 87th Street Condominium
Association;
4056 West 87th Street Condominium
Association;

SHEAHAN (19th Ward)

Ms. Donna J. Dillon;

KRYSTYNIAK (23rd Ward)

Archer Ridge Condominium
Association;
Mr. Nicholas Black;
Mr. Edward James Borner;
Clear Ridge Condominium Association
I;

Alderman

Claimant

Ms. Diana Mary Colello;

Melvina Trace Condo Association;

Ms. Helen Raineri;

Shelbourne Courts Condominium
Association;

Mr. Sherwin;

5419 South Massasoit Condo
Association;

6416 West 64th Place Condominium
Association;

6624 West 64th Place Corporation;

BUTLER (27th Ward)

Ms. Marquerite Hampton;

DAVIS (29th Ward)

Ms. Vernita M. Martin;

GABINSKI (32nd Ward)

B. Kolski;

MELL (33rd Ward)

3312 North Oakley Condominium
Association;

KOTLARZ (35th Ward)

Belle Plaine Lofts Condominium;

Breton Court Biplax Owners
Association;

Mr. Michael A. Coccia;

3938 North Keeler Condominium
Association;

BANKS (36th Ward)

Belmont Terrace Condominium
Association;

Alderman

Claimant

Cornelia Courts Condominium
Association II;

Galewood North Condo;

Neva Vista Condominium Association;

2159 North Harlem Building
Association;

Oakfield West Condominium
Association;

CULLERTON (38th Ward)

Addison Commons Condominium
Association;

Eastwood Manor Condominium
Association (2);

The Warwick Condominium;

LAURINO (39th Ward)

Hollywood Park Condominium
Association;

Lincolnwood Terrace Condominium
Association (2);

O'CONNOR (40th Ward)

Foster-Western Condominium
Association;

Ms. Dorothy Knoechel;

Mozart Vista Condominium Association;

5220 North Rockwell Condominium
Association;

6040 North Troy Condominium
Association;

PUCINSKI (41st Ward)

Birch Tree Manor Condominium Unit 1;

Alderman

Claimant

Birch Tree Manor Condo Association 3;

Birch Tree Condominium 4;

Birch Tree Manor 5;

Birch Tree Manor Number 6 Condo
Association;

Caldwell Woods Condominium
Association, Incorporated;

Chevalier Condominium Association;

Devon Place Condominium;

Edgewood Manor I;

Edgewood Manor IV;

Edison Parker Condominium 1;

Edison Parker Number 2 Condominium
Association;

The Edisonaire Condominium;

Edison Village Condo Association;

Edison Villa Condo Association;

Foster Condominium Association;

Fountain View Condominium
Association;

Friendly Village Number 1
Condominium Association;

Friendly Village Number 3
Condominium Association;

Friendly Village Number 4
Condominium Association;

Alderman

Claimant

Higgins Manor Condominium
Association;

Innisbrook Number 4 Condominium
Association;

Kings Ridge Condo;

L'avenir Condominium Association;

Lexington House Condo;

Mansard House Condominium;

Mason Manor Condominium;

Northwest Garden Apartment Condo
Association;

Northwest Point West Condo
Association;

Northwest Condominium South
Association;

Northwest Terrace 1;

Northwest Terrace Condominium 2;

Olmsted Condominium Association;

Parkway Circle Condominium;

Parkview Condo West, Incorporated;

Parkview Condominium Number 2 East;

Point East Condominium;

Shenandoah Condominium Association,
Incorporated;

5139 -- 5143 Northeast River Road
Condominium Association;

Alderman

Claimant

5155 -- 5159 Northeast River Road
Condominium Association;

5237 Northeast River Road Condo
Association;

6005 -- 6009 North Neola Condominium
Association;

6490 Regency Condominium
Association;

8734 West Summerdale Condo
Association;

NATARUS (42nd Ward)

The Drake Tower Apartments,
Incorporated;

LaSalle Manor Condominium;

One Magnificent Mile Condominium
Association;

The Scott Condominium Association;

Two East Oak Condominium
Association;

6 -- 12 Scott Cooperative Apartments,
Incorporated;

20 East Cedar Condominium
Association;

70 East Cedar Street Corporation;

The 100 Bellevue Place Condominium
Association;

161 Chicago Avenue East Condominium
Association;

180 East Pearson Street Homeowners
Association;

Alderman

Claimant

210 East Pearson Condominium
Association

223 East Delaware Corporation;

227 -- 237 East Delaware Place
Corporation;

230 East Delaware Place Condominium
Association;

921 North LaSalle Condominium
Association;

1120 Lake Shore Drive Building
Corporation;

1212 Lake Shore Drive Condominium
Association (2);

1240 North Lake Shore Drive
Condominium Association;

1242 Lake Shore Drive Corporation;

1340 North Dearborn Condominium
Association;

1366 North Dearborn Parkway
Condominium Association;

EISENDRATH (43rd Ward)

Armitage Cleveland Condominium
Association;

Astor Banks Condominium Association;

Cleveland Armitage Condominium
Association;

Fullerton Colonnade Condominium
Association;

Lake Shore Condominium
Association;

Alderman

Claimant

Larrabee Terrace Condominium
Association (2);

McCormick Mansion Condominium
Association;

North Park Condominium
Association;

North Park Tower Cooperative;

One East Schiller Condominium
Association;

Park View Tower Condominium
Association;

Ritchie Tower Condominium
Association;

Seminary Garden Condominium
Association;

Twelve Nine Astor Building
Corporation;

Wrightwood Court Townhome
Association;

59 -- 65 East Cedar Condominium
Association;

Victorian Landmark Condominium
Association (3);

510 West Fullerton Condominium
Association;

915 -- 925 West Schubert Condominium
Association;

1260 Astor Street Building Corporation;

1335 Astor Cooperative Building,
Incorporated;

Alderman

Claimant

1410 North State Parkway
Condominium Association;

1418 Lake Shore Drive Condominium
Association;

1430 Lake Shore Drive Building
Corporation;

1448 Lake Shore Drive Building
Corporation;

1500 Lake Shore Drive Building
Corporation;

1505 North Astor Condo Association;

1530 North State Parkway;

1550 North State Parkway;

1640 -- 1648 North Burling
Condominium Association;

1660 Condominium Association;

2230 North Orchard Condominium
Association;

HANSEN (44th Ward)

Addison Court Condominium
Association;

Atheling Condominium Association;

Barry Avenue Townhouses;

Berwick Condo Association;

Boddiker Condominium Association;

Briar Court Townhouse Association;

The Colonial Condominium Association;

Alderman

Claimant

Cor-Lake Condo Association;
Fireside Condominium Association;
Gracewood Condominium Association;
Greenview Point Condominium
Association (2);
Oak Grove Condominium Association;
Pembroke-Cambridge Association;
Sheffield Manor Condominium
Association;
Surf Cambridge Condo Association;
Wellington Town Houses;
424 -- 428 West Wellington
Association;
425 Wellington Condominium
Association;
426 Barry Condominium Association;
505 Melrose Condominium Association;
539 Stratford Place Condominium
Association;
545 -- 553 Melrose Avenue
Condominium, Incorporated;
549 --551 Oakdale Condominium
Association;
554 -- 556 Roscoe Condominium
Association;
559 West Roscoe Homeowners
Association;

Alderman

Claimant

606 -- 608 Aldine Condominium
Association;

607 West Buckingham Condo
Association;

609 West Stratford Condominium;

636 Buckingham Condominium
Association;

708 -- 714 West Wellington
Condo Association;

731 -- 733 West Briar Condo
Association;

1000 West Diversey Loftominiums;

2830 Burling Association;

3020 North Sheridan Road
Condominium Association;

3470 North Lake Shore Drive
Condominium Association;

2900 Burling Condominium
Association;

LEVAR (45th Ward)

Austin Manor Condominium (3);

Board of Managers of Sans Souci
Condominium;

Connelly Thomas Anthony;

Edmunds Street Condominium
Association;

Kedvale Terrace Condominium
Association;

Keystone Gardens Condominium
Association Number 1;

Alderman

Claimant

Lanai Courts Association;

Lawrence Condominium Association;

Mason Terrace Condominium;

Windsor House Condominium
Association;

Windsor-Long Condominium
Association;

4248 North Keystone Condominium
Association;

5235 West Leland Condo
Association;

SHILLER (46th Ward)

Parkside on Clarendon Condominium
Association;

The Plantation Condominium
Association;

Waveland Quadrangle Condominium
Association;

706 -- 708 West Cornelia Condominium
Association;

710 -- 714 West Cornelia Condominium
Association;

4422 -- 4424 North Dover Condominium
Association;

4615 -- 4617 North Magnolia
Condominium Association;

SCHULTER (47th Ward)

River's Edge Condominium
Association;

Alderman

Claimant

M. SMITH (48th Ward)

4414 -- 4416 North Ashland
Condominium Association;

Argmore Estates Condominium
Association;

East Point Condominium Association;

Edgewater Beach Apartments
Corporation;

Foster Magnolia Condo Association;

Hollywood-Ridgeview Condominium
Association;

Malibu East Condominium Association;

Park Place Condominium Association;

Princeton House Condominium
Association;

The Beachpoint Tower Condominium
Association;

5040 -- 5060 Marine Drive
Condominium Association;

5858 Shore Manor Condominium;

ORR (49th Ward)

Chase-Ashland Condominium
Association;

Chateau Le Mans Condo
Association (2);

Columbia Homeowners Association;

Farwell Beach Condominium
Association;

Farwell Courts Condominium;

Alderman

Claimant

Farwell Estates Condominium
Association;

Farwell Green Condominium
Association;

Glenwood Health Club and
Condo Association;

Granville Syndicate;

Lake Manor Apartment Building
Corporation;

Lunt Avenue Condominium And
Health Club;

Lunt Lane Condo Association;

North Glen Condominium Association;

Pratt-Lake Condominium Association;

Wallace And Orth -- Real Estate;

1116 -- 1118 Loyola Condominium
Association;

The 1325 Birchwood Building
Condominium Association;

1340 Touhy Condominium;

1517 -- 1519 Rosemont Condominium
Association;

1526 -- 1528 West Chase
Condominiums;

1634 -- 1636 Greenleaf Condominium
Association;

1637 -- 1639 West Chase Condominium
Association;

Alderman

Claimant

M. SMITH for *ORR* (49th Ward)

7058 -- 7060 North Greenview
Condominium Association (2);

Greenleaf Apartment Building
Corporation;

STONE (50th Ward)

Bell West Condominium Association;

Fairfield Court Condominium
Association;

Granville Terrace Mutual Ownership
Trust Cooperative;

Mozart Terrace Condominium;

Mr. David Mike Reiman;

Wallace and Orth -- Real Estate;

Winchester Hood Extension 'B'
Cooperative;

2250 West Arthur Condominium;

6500 North Ridge Condominium
Association.

4. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Numbers)

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN ROTI (1st Ward):

**DRAFTING OF ORDINANCE FOR VACATION OF TRIANGULAR
AREA AT NORTHEAST CORNER OF EAST CERMAK
ROAD AND SOUTH INDIANA AVENUE.**

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of a 91.0-foot by 150-foot triangular area at the northeast corner of East Cermak Road and South Indiana Avenue for Cerise Young (No. 22-1-90-1463); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Roti moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed*.

On motion of Alderman Roti, the foregoing proposed order was *Passed*.

Referred-- APPROVAL OF PLAT OF PAM'S SUBDIVISION AT
SOUTHWEST CORNER OF WEST FLOURNOY STREET
AND SOUTH RACINE AVENUE.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Pam's Subdivision located at the southwest corner of West Flournoy Street and South Racine Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred-- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS
FOR VARIOUS PURPOSES.

Also, fifteen proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

B & D Slinger Corporation, doing business as Popeye's -- to maintain and use a portion of the public way adjacent to 103 North Wells Street for a sidewalk cafe;

B & D Slinger Corporation, doing business as Popeye's -- to maintain and use a portion of the public way adjacent to 115 South Clinton Street for a sidewalk cafe;

Breakfast Club, Incorporated, doing business as Breakfast Club -- to maintain and use a portion of the public way adjacent to 1381 West Hubbard Street for a sidewalk cafe;

Broadacre Management Company -- to maintain and use vaulted sidewalk space adjacent to 401 South LaSalle Street;

Chicago Oyster, Incorporated, doing business as Dearborn Street Oyster Bar -- to maintain and use a portion of the public way adjacent to 411 South Dearborn Street for a sidewalk cafe;

Electric Beer Pump, Incorporated, doing business as Alcock's "We Rock" -- to maintain and use a portion of the public way adjacent to 411 South Wells Street for a sidewalk cafe;

Garland Realty Associates, Limited -- to maintain and use a decorative granite pylon on a portion of the public way adjacent to 111 North Wabash Avenue;

Irving's for Red Hot Lovers No. 5, Incorporated, doing business as Irving's No. 5 -- to maintain and use a portion of the public way adjacent to 111 North Wells Street for a sidewalk cafe;

Ms. Angela Mitchell, doing business as Artist's Snack Shop -- to maintain and use a portion of the public way adjacent to 412 South Michigan Avenue for a sidewalk cafe;

Noor Enterprises, Incorporated, doing business as Max's Take-Out -- to maintain and use a portion of the public way adjacent to 32 North State Street for a sidewalk cafe;

One Fin, Incorporated, doing business as The Savoy Bar and Grill -- to maintain and use a portion of the public way adjacent to 440 South LaSalle Street for a sidewalk cafe;

R. R. Donnelley & Sons Company -- to maintain and use a one-story covered bridge above and across a portion of South Calumet Avenue, near East 21st Street;

The Steel City National Bank of Chicago, under Trust 994 -- to maintain and use vaulted area adjacent to 19 South Wabash Avenue;

Tishman Speyer Gateway Garage Venture -- to construct, install and maintain thirty-eight caisson bells within the public way adjacent to 500 West Monroe Street; and

161 North Clark Street Limited Partnership -- to construct, maintain and use nine caisson bells within the public way adjacent to 161 North Clark Street.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF
SPECIFIED PUBLIC WAYS FOR VARIOUS PURPOSES.

Also, three proposed orders directing the Commissioner of Public Works to grant permission to the applicants named, as noted, to close to traffic certain public ways for the purposes specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Chicago Area Runners Association (C.A.R.A.) -- to close to traffic that part of South Michigan Avenue, between West Congress Parkway and West Harrison Street, in conjunction with the Chicago Area Runners Association's Shamrock Shuffle 8K Race on Sunday, March 11, 1990;

Dragonette, Incorporated, c/o Ms. Valerie Kokoris -- to close to traffic that portion of North Stetson Avenue, between East Randolph Street and East Lake Street, for a fundraiser and preview opening celebration of a new sports facility on Thursday, February 22, 1990; and

Printers Row Book Fair -- to close to traffic portions of South Dearborn Street, between West Polk Street and West Harrison Street, and West Polk Street, between South Plymouth Court and South Federal Street, for the conduct of the 6th Annual Printers Row Book Fair, during the period of June 16 and 17, 1990.

Referred -- ISSUANCE OF PERMITS TO MAINTAIN EXISTING
CANOPIES AT SPECIFIED LOCATIONS.

Also, ten 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:

C. J. Industries, Incorporated -- for four canopies at 185 North Wabash Avenue;

Mr. William Guido -- for one canopy at 1120 West Taylor Street;

Little Joe's Circle Lounge, Incorporated -- for one canopy at 1041 West Taylor Street;

Patio Restaurant -- for one canopy at 1503 West Taylor Street;

Peerless Weighing and Vending Machine Corporation -- for six canopies at 53 East Adams Street and 201 -- 221 South Wabash Avenue;

Pier 1 Imports (U. S.), Incorporated -- for one canopy at 34 North Wabash Avenue;
23 East Adams Street Corporation -- for one canopy at 134 South Wabash Avenue;
Wendy's International, Incorporated -- for one canopy at 23 South Wabash Avenue;
Wendy's International, Incorporated -- for one canopy at 207 West Washington Street;
and
Wendy's International, Incorporated -- for two canopies at 232 South State Street.

Presented By

**ALDERMAN RUSH (2nd Ward) And
ALDERMAN TILLMAN (3rd Ward):**

Referred -- AUTHORIZATION FOR PAYMENT OF INCURRED
LEGAL FEES BY CERTAIN CITY OFFICIALS IN
CASE OF *NELSON V. STREETER, ET AL.*

A proposed ordinance authorizing the payment of legal fees incurred on behalf of Aldermen Rush, Tillman and Streeter in the case of *Nelson v. Streeter, et al.*, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN SHAW (9th Ward):

Referred -- BENEFITS OFFICE OF DEPARTMENT OF PERSONNEL
DIRECTED TO CANCEL MICHAEL REESE HEALTH
MAINTENANCE ORGANIZATION AS
INSURANCE OPTION FOR
CITY EMPLOYEES.

A proposed resolution directing the Benefits Office of the Department of Personnel to cancel the Michael Reese Health Maintenance Organization as an insurance option for City of

Chicago employees. Two committees having been called, the Committee on Health and the Committee on Finance, the said proposed resolution was *Referred to the Committee on Committees, Rules and Ethics.*

Presented By

ALDERMAN VRDOLYAK (10th Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 17,
SECTION 17-1.20 BY INCREASING CERTAIN
FEE AMOUNTS FOR OFFENSES OF
ENVIRONMENTAL CONTROL
DIRECTIVES.

A proposed ordinance amending Municipal Code Chapter 17, Section 17-1.20, by increasing penalty fee amounts to not less than \$5,000.00 nor more than \$10,000.00 for the second and subsequent offenses of environmental control directives, which was *Referred to the Committee on Finance.*

Referred -- GRANT OF PRIVILEGE TO CHICAGO RAIL LINK
TO MAINTAIN AND USE RAILROAD SWITCH
TRACKS AND ENCROACHMENT AT
SPECIFIED LOCATIONS.

Also, a proposed ordinance to grant permission and authority to Chicago Rail Link to maintain and use railroad switch tracks and an encroachment of a sidetrack on portions of vacated South Manistee Avenue, near the right-of-way of the Penn Central Railroad, and East 105th Street, near vacated South Marquette Avenue, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN HUELS (11th Ward):

**DRAFTING OF ORDINANCE FOR REDEDICATION OF PORTION
OF WEST 38TH STREET.**

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the rededication of the south 15 feet of the north 33 feet of vacated West 38th Street, lying between the right-of-way of the Pittsburg, Fort Wayne and Chicago Railroad and vacated South Shields Avenue, for the Illinois Sports Facilities Authority (No. 33-11-90-1462); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Huels moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed*.

On motion of Alderman Huels, the foregoing proposed order was *Passed*.

Presented By

ALDERMAN FARY (12th Ward):

Referred -- CHICAGO TRANSIT AUTHORITY REQUESTED TO
ERECT BUS PASSENGER SHELTERS ON NORTHEAST
AND NORTHWEST CORNERS OF WEST 47TH
STREET AND SOUTH PULASKI ROAD.

Two proposed orders directing the Chicago Transit Authority to consider the erection of bus passenger shelters on the northeast and northwest corners of West 47th Street and South Pulaski Road, which were *Referred to the Committee on Local Transportation*.

Referred -- ISSUANCE OF PERMITS TO ERECT SIGNS/SIGNBOARDS
AT VARIOUS LOCATIONS.

Also, three proposed orders directing the Commissioner of Inspectional Services to issue permits to Superior Outdoor Structures, Incorporated for the erection of signs/signboards at the locations noted for Aztec Outdoor Advertising, Incorporated, which were *Referred to the Committee on Zoning*, as follows:

3414 South Archer Avenue;

3446 South Damen Avenue; and

3800 South Western Avenue.

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 22,
SECTION 22-12 BY GRANTING BENEFIT ELIGIBILITY
TO NON-DEPENDENT FAMILY MEMBERS OF
SLAIN SAFETY OFFICERS.

A proposed ordinance to amend Municipal Code Chapter 22, Section 22-12 by granting benefit eligibility to non-dependent family members of slain safety officers, which was *Referred to the Committee on Finance*.

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 6036 SOUTH WESTERN AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to S & B Sign Company for the erection of a sign/signboard at 6036 South Western Avenue, for general advertising purposes, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN CARTER (15th Ward):

Referred-- ISSUANCE OF PERMIT TO MAINTAIN EXISTING
CANOPY AT 2336-1/2 WEST 79TH STREET.

A proposed order directing the Commissioner of General Services to issue a permit to House of Hats to maintain and use one canopy attached to the building or structure at 2336-1/2 West 79th Street, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN KELLAM (18th Ward):

Referred-- AMENDMENT OF MUNICIPAL CODE CHAPTER 147,
SECTION 147-2 BY DISALLOWING ISSUANCE OF NEW
LIQUOR LICENSES ON PORTIONS OF SPECIFIED
PUBLIC WAYS WITHIN EIGHTEENTH WARD.

A proposed ordinance to amend Municipal Code Chapter 147, Section 147-2 by disallowing the issuance of new liquor licenses along portions of South Ashland Avenue, West 87th Street, South Racine Avenue and West 79th Street located within the eighteenth ward, with the exception of hotels offering restaurant service, and to allow for the renewal or issuance of liquor licenses to businesses established and licensed prior to the effective date of this ordinance, which was *Referred to the Committee on License*.

Referred-- ISSUANCE OF PERMITS TO ERECT
SIGNS/SIGNBOARDS AT VARIOUS
LOCATIONS.

Also, two proposed orders directing the Commissioner of Inspectional Services to issue permits to Superior Outdoor Structures, Incorporated for the erection of signs/signboards at the locations noted for Aztec Outdoor Advertising, Incorporated, which were *Referred to the Committee on Zoning*, as follows:

7925 South Western Avenue; and

2341 West 79th Street.

Presented By

ALDERMAN SHEAHAN (19th Ward):

Referred -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING
CANOPY AT 2301 WEST 95TH STREET.

A proposed order directing the Commissioner of General Services to issue a permit to Evergreen Plaza Associates to maintain and use one canopy attached to the building or structure at 2301 West 95th Street, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN J. EVANS (21st Ward):

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 1106 WEST 95TH STREET.

A proposed order directing the Commissioner of Inspectional Services to issue a permit to Superior Outdoor Structures, Incorporated, for the erection of a sign/signboard at 1106 West 95th Street for Aztec Outdoor Advertising, Incorporated, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN GARCIA (22nd Ward):

Referred -- ISSUANCE OF PERMITS TO ERECT SIGNS/SIGNBOARDS
AT VARIOUS LOCATIONS.

Three proposed orders directing the Commissioner of Buildings to issue permits to Superior Outdoor Structures, Incorporated for the erection of signs/signboards at the locations noted for Aztec Outdoor Advertising, Incorporated, which were *Referred to the Committee on Zoning*, as follows:

3151 West Cermak Road;

2416 South Pulaski Road; and

3334 West 26th Street.

Presented By

**ALDERMAN GARCIA (22nd Ward),
ALDERMAN DAVIS (29th Ward) And
ALDERMAN RUSH (2nd Ward):**

Referred -- RECOGNITION OF ALEXANDRA CIVIC ORGANIZATION
AS REPRESENTATIVE OF RESIDENTS OF ALEXANDRA,
SOUTH AFRICA AND DECLARATION OF
ALEXANDRA AS SISTER CITY
TO CHICAGO.

A proposed resolution recognizing the Alexandra Civic Organization as a legitimate representative of the residents of Alexandra, South Africa and declaring the City of Alexandra as a sister city to Chicago, which was *Referred to the Committee on Intergovernmental Relations*.

Presented By

ALDERMAN GARCIA (22nd Ward) And OTHERS:

PRESIDENT GEORGE BUSH AND UNITED STATES ATTORNEY GENERAL RICHARD THORNBURGH URGED TO DIRECT COMMISSIONER OF IMMIGRATION AND NATURALIZATION TO IMPLEMENT MORATORIUM ON RAIDS OR SWEEPS FOR UNDOCUMENTED WORKERS DURING 1990 CENSUS COUNT PERIOD.

A proposed resolution, presented by Aldermen Garcia, Burke, Gutierrez and Pucinski, reading as follows:

WHEREAS, The purpose of the decennial census is to count the population of the United States; and

WHEREAS, The Chicago census undercount in 1980, for the general population, was at least 125,400 persons including 60,000 persons in the Latino community; and

WHEREAS, The City's Planning Department estimates the loss of more than 14 Million Dollars every year for the next ten years if the 1980 undercount is repeated in federal and state-shared revenues, as every additional person counted in Chicago brings in an additional \$400 per year in federal and state- shared revenues; and

WHEREAS, Illinois may lose two congressional seats, and since representation at the federal, state and local levels is based on census population counts and a correct count will assure a fair apportionment of congressional seats for the state and additional state legislative districts in the city; and

WHEREAS, Chicago's recent immigrant community constitutes a significant segment of the city's total population, represented by the thousands of immigrants coming from Eastern Europe, the Middle East, Asia, Africa and Latin America; and

WHEREAS, Racial and ethnic minorities are most frequently undercounted and approximately 65 percent of Chicago's population is comprised of racial and ethnic minorities; and

WHEREAS, There is danger that the suspicion and fear created by the Immigration and Naturalization Service raids for undocumented workers may cause an unknown number of immigrant residents to refuse participation in any government-sponsored questionnaire, such as the 1990 census, resulting in a continued undercount of the Chicago/immigrant community; and

WHEREAS, To encourage maximum participation in the 1990 census, it is necessary that members of Chicago's Latino and immigrant community feel confident that information gathered for the census is not connected with nor will be used by the

Immigration and Naturalization Service and that no raids for undocumented workers be conducted by the Immigration and Naturalization Service from February 28, 1990 until census on-site visits are terminated on July 31, 1990; now, therefore,

Be It Resolved, That the City Council of the City of Chicago respectfully urges the President and the Attorney General of the United States to direct the Commissioner of the Immigration and Naturalization Service to implement a moratorium on any raids or sweeps for undocumented workers commencing on February 28, 1990 and ending on July 31, 1990 so as to encourage maximum participation by the Latino and other immigrant communities in the 1990 census count; and

Be It Further Resolved, That a suitable copy of this resolution be forwarded to the President, the Attorney General of the United States and the Illinois Congressional Delegation.

Alderman Garcia moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Garcia, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

Presented By

ALDERMAN KRISTYNIK (23rd Ward):

Referred -- PERMISSION TO CLOSE TO TRAFFIC PUBLIC ALLEY IN
AREA BOUNDED BY WEST 48TH STREET, WEST 49TH
STREET, SOUTH KOSTNER AVENUE AND ARCHER
PARK FOR RECREATIONAL PURPOSES.

A proposed order directing the Commissioner of Public Works to grant permission to Mr. John Miller to close to traffic for recreational purposes, the north-south alley between South Kostner Avenue and Archer Park, from West 48th Street to West 49th Street during specified

hours for the period extending April 1 through December 1, 1990, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR
VAN AT SPECIFIED LOCATIONS.

Also, three proposed orders directing the Commissioner of Public Works to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Ronald R. Babczak -- to park in front of his residence at 3929 West 56th Place;

Mr. Thomas Michael -- to park in front of his residence at 5850 South Newland Avenue;
and

Mr. Jan Mietus -- to park in front of his residence at 5128 South Laporte Avenue.

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 5301 SOUTH CICERO AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to Doyle Signs, Incorporated, for the erection of a sign/signboard at 5301 South Cicero Avenue for American National Bank, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN SOLIZ (25th Ward):

Referred-- AMENDMENT OF MUNICIPAL CODE CHAPTER 147,
SECTION 147-2 BY EXEMPTING 2300 BLOCK OF SOUTH
WESTERN AVENUE FROM PROVISIONS DISALLOWING
ISSUANCE OF NEW LIQUOR LICENSES
WITHIN TWENTY-FIFTH WARD.

A proposed ordinance to amend Municipal Code Chapter 147, Section 147-2 to exempt the 2300 block of South Western Avenue from the provisions disallowing issuance of new liquor licenses within certain areas of the 25th Ward, which was *Referred to the Committee on License*.

Referred-- APPROVAL OF VARIOUS PROPERTIES AS
CLASS 6(b) AND ELIGIBLE FOR COOK
COUNTY TAX INCENTIVES.

Also, two proposed resolutions to approve the properties at the locations listed below as eligible for Class 6(b) tax incentives under the Cook County Real Property Assessment Classification Ordinance, which were *Referred to the Committee on Economic Development*, as follows:

2401 South Laflin Street; and

1930 West 17th Street.

Presented By

ALDERMAN GUTIERREZ (26th Ward):

Referred-- PERMISSION TO HOLD PUERTORRIQUENAS
FESTIVAL/CARNIVAL ON PORTION OF WEST
LUIS MUNOZ MARIN DRIVE.

A proposed order directing the Commissioner of Public Works to grant permission to the

Puerto Rican Parade Committee to hold the Puertorriquenas Festival/Carnival on that part of West Luis Munoz Marin Drive, from North Humboldt Boulevard to West LeMoyne Street, for the period extending June 3 through June 10, 1990, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- REQUEST FOR AMENDMENT OF MUNICIPAL CODE
CHAPTER 198.7B (CHICAGO FAIR HOUSING ORDINANCE)
TO QUALIFY CHICAGO FOR FEDERAL FAIR
HOUSING ASSISTANCE PROGRAM
GRANTS.

Also, a proposed resolution urging the chairman of the Commission on Human Relations to draft an amendment to Municipal Code Chapter 198.7B (Chicago Fair Housing Ordinance) in accordance with the Federal Fair Housing Amendments Act of 1988, which would qualify Chicago for Federal Fair Housing Assistance Program (F.H.A.P.) grants. Two committees having been called, the Committee on Housing, Land Acquisition, Disposition and Leases and the Committee on Finance, the said proposed resolution was *Referred to the Committee on Committees, Rules and Ethics.*

Presented By

ALDERMAN BUTLER (27th Ward):

CONGRATULATIONS EXTENDED REVEREND NATHANIEL THOMAS
ON BEING NAMED PASTOR OF SAINT
JOSEPH MISSIONARY BAPTIST
CHURCH.

A proposed resolution reading as follows:

WHEREAS, Reverend Nathaniel Thomas is being installed as Pastor of Saint Joseph Baptist Church February 11, 1990; and

WHEREAS, Answering the call to the ministry as a very young man, Reverend Nathaniel Thomas was graduated from American Baptist Theological Seminary, Nashville, Tennessee, and brings to his new post several honors and great experience earned as an outstanding youth and pastor of the Michigan Baptist Church System. He

became Assistant Minister of New Mount Calvary Baptist Church in 1987, and then organized a citywide group for youths called Confessions Crusade Ministries; and

WHEREAS, An outstanding family man, Reverend Nathaniel Thomas comes to Saint Joseph with his lovely wife, Bernice and their son, Amaan; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of February, 1990, A.D., do hereby welcome Reverend Nathaniel Thomas and his family as this outstanding spiritual leader becomes Pastor of Saint Joseph Missionary Baptist Church. We wish him and his congregation all happiness and fulfillment in the future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Reverend Nathaniel Thomas.

Alderman Butler 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 Butler, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

Referred -- EXEMPTION OF RUSH-PRESBYTERIAN SAINT LUKE'S
MEDICAL CENTER FROM ALL 1990 CITY PERMIT AND
LICENSE FEES UNDER NOT-FOR-PROFIT STATUS.

Also, a proposed ordinance providing inclusive exemption from all 1990 City permit and license fees to Rush-Presbyterian Saint Luke's Medical Center under its individual not-for-profit status, which was *Referred to the Committee on Finance*.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 11,
SECTION 11-40 BY DIRECTING SUPERINTENDENT OF
POLICE TO PROVIDE PROMPT INVESTIGATION
AND HEARINGS OF COMPLAINTS AGAINST
POLICE OFFICERS WITHIN POLICE
DISTRICT WHEREIN SAID
COMPLAINT WAS
FILED.

Also, a proposed ordinance to amend Municipal Code Chapter 11, Section 11-40 by adding thereto certain language directing the Superintendent of Police to provide prompt investigation and hearings of each complaint made against police officers, with such hearings to take place in the district wherein the complaint was filed, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

Referred -- GRANT OF PRIVILEGE TO GRAND-CALIFORNIA
CORPORATION TO MAINTAIN AND USE RAILROAD
SWITCH TRACK ON PORTION OF WEST
GRAND AVENUE.

Also, a proposed ordinance to grant permission and authority to Grand-California Corporation, to maintain and use a railroad switch track on a portion of West Grand Avenue, near North Washtenaw Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN E. SMITH (28th Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 86.1,
SECTION 86.1-11 BY REQUIRING PUBLIC HEARING
PRIOR TO CITY COUNCIL APPROVAL
FOR ERECTION OF CERTAIN
SIGNS/SIGNBOARDS.

A proposed ordinance to amend Municipal Code Chapter 86.1, Section 86.1-11 by requiring a public hearing prior to City Council approval for erection of certain signs/signboards with

the alderman of the appropriate ward expressing his or her approval or disapproval of the sign/signboard in question, which was *Referred to the Committee on Economic Development*.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 97
BY ADDING NEW SECTIONS 97-7.3 AND 97-7.4
STRENGTHENING SANCTIONS IMPOSED
FOR SALE OR PURCHASE OF
ILLEGAL SUBSTANCES.

Also, a proposed ordinance to amend Municipal Code Chapter 97 by adding thereto new sections, to be known as Sections 97-7.3 and 97-7.4, which would increase those sanctions imposed for the sale or purchase of illegal substances immediately inside or outside motor vehicles on public ways to include additional monetary fines, imprisonment, impoundment of vehicles and vehicle license forfeiture and, further, to grant the City authority to post warning signs adjacent to vacant lots where sale and/or purchase of illegal substances occurs in an effort to disclose and discourage continued illegal activity, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

Presented By

ALDERMAN GABINSKI (32nd Ward):

Referred - APPROVAL OF PROPERTY AT 1955 -- 2017 NORTH
MENDELL STREET AS CLASS 6(b) AND ELIGIBLE
FOR COOK COUNTY TAX INCENTIVES.

A proposed resolution to approve the property at 1955 -- 2017 North Mendell Street as eligible for Class 6(b) tax incentives under the Cook County Real Property Assessment Classification Ordinance, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN MELL (33rd Ward):

Referred -- DESIGNATION OF AREA BOUNDED BY NORTH KIMBALL AVENUE, NORTH PULASKI ROAD, WEST DIVERSEY AVENUE AND WEST BELMONT AVENUE AS "POLISH VILLAGE".

A proposed order directing the Commissioner of Public Works to designate the area bounded by North Kimball Avenue on the east, North Pulaski Road on the west, West Diversey Avenue on the south and West Belmont Avenue on the north as "Polish Village", which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF WEST SCHOOL STREET FOR SCHOOL PURPOSES.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Chicago Board of Education/Carl von Linne Elementary School, to close to traffic for school purposes the 2900 block of West School Street, from 2:00 P.M. to 2:30 P.M. for the periods extending February 20 through June 24, and September 3, through December 31, 1990, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN BANKS (36th Ward) And OTHERS:

Referred -- SALE, TRANSFER AND CONVEYANCE OF FRANCHISE AREAS TWO AND THREE FROM GROUP W CABLE TO PRIME CABLE OF CHICAGO, INCORPORATED.

A proposed resolution, presented by Aldermen Banks, Caldwell, Mell, Kotlarz, Pucinski, Hansen and Levar, approving the sale, transfer and conveyance of Franchise Areas 2 and 3 from Group W Cable to Prime Cable of Chicago, Incorporated, which was *Referred to the Committee on Committees, Rules and Ethics*.

Presented By

ALDERMAN O'CONNOR (40th Ward):

Referred -- PERMISSION TO HOLD SAINT DEMETRIOS GREEK
ORTHODOX CHURCH CARNIVAL ON PORTION OF
WEST WINONA STREET.

A proposed order directing the Commissioner of Public Works to grant permission to Mr. George Stamos, to conduct the Saint Demetrios Greek Orthodox Church Carnival in the 2700 block of West Winona Street, from North California Avenue to North Washtenaw Avenue, for the period extending August 19 through August 26, 1990, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN NATARUS (42nd Ward):

DRAFTING OF ORDINANCE FOR VACATION OF SPECIFIED
PUBLIC ALLEY IN BLOCK BOUNDED BY WEST
NORTH AVENUE, WEST SCHILLER STREET,
NORTH ORLEANS STREET AND
NORTH NORTH PARK
AVENUE.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the east 102.2 feet of the east-west 12-foot public alley in the block bounded by West North Avenue, West Schiller Street, North Orleans Street and North North Park Avenue for Landmark Industries, Incorporated (No. 4-42-90-1461); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Natarus moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed*.

On motion of Alderman Natarus, the foregoing proposed order was *Passed*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF
SPECIFIED PUBLIC WAYS FOR VARIOUS PURPOSES.

Also, two proposed orders directing the Commissioner of Public Works to grant permission to the applicants named, as noted, to close to traffic certain public ways for the purposes specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Lou Malnati's Pizzeria -- to close to traffic North Wells Street, between West Hubbard and West Illinois Streets, from 6:00 P.M. on Monday, April 23, 1990 to 6:00 P.M. on Tuesday, April 24, 1990, for the Chicago Bulls 2nd Annual Charitabulls Party; and

Scribcor, Incorporated, c/o Mr. Walter L. Markley -- to close to traffic the west side of the dead end street of North Rush Street, during the hours of 7:00 A.M. and 5:00 P.M. on Wednesday, March 14, 1990, to facilitate training of Wrigley Building employees in the use of fire extinguishers.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS
FOR VARIOUS PURPOSES.

Also, sixteen proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Convito Italiano, Incorporated, doing business as Convito Italiano Restaurant, to maintain and use portions of the public way adjacent to 11 East Chestnut Street for a sidewalk cafe;

Fifty-four West Hubbard Partnership -- to maintain and use sidewalk vaults located in the public way adjacent to 54 West Hubbard Street;

Flapjaw's Saloon Limited -- to maintain and use a portion of the public way adjacent to 22 East Pearson Street for a sidewalk cafe;

Jamie's Restaurant, Incorporated, doing business as Santa Fe Cafe -- to maintain and use a portion of the public way adjacent to 800 North Dearborn Street for a sidewalk cafe;

Jessica's Partnership, doing business as Scoozi -- to maintain and use a portion of the public way adjacent to 410 West Huron Street for a sidewalk cafe;

Lauter and Lauter, Incorporated, doing business as J. Higby's Yogurt and Treat Shoppe -
- to maintain and use a portion of the public way adjacent to 912 North Rush Street for a sidewalk cafe;

Midwest Zinc Corporation -- to maintain and use a railroad switch track on a portion of North Kingsbury Street, near West Blackhawk Street;

Mondelli's Lounge, Incorporated, doing business as Mondelli's -- to maintain and use a portion of the public way adjacent to 7 East Oak Street for a sidewalk cafe;

A New Age, Incorporated, doing business as Quadrant -- to maintain and use a portion of the public way adjacent to 406 North Clark Street for a sidewalk cafe;

Mr. Gary J. Rito, doing business as The Ice Cream Club -- to maintain and use a portion of the public way adjacent to 32 East Oak Street for a sidewalk cafe;

Some Like It Hot Limited Partnership, doing business as Hat Dance -- to maintain and use a portion of the public way adjacent to 325 West Huron Street for a sidewalk cafe;

Sparta Gyros, Incorporated, doing business as Tony's Place -- to maintain and use a portion of the public way adjacent to 22 East Chicago Avenue for a sidewalk cafe;

1028 North Rush Street Corporation, doing business as Gibson's Steak House -- to maintain and use a portion of the public way adjacent to 1028 North Rush Street for a sidewalk cafe;

Wabash/Hubbard Limited Partnership -- to construct, install and maintain one utility grease separator and two manholes adjacent to 441 North State Street and one manhole adjacent to 30 East Hubbard Street;

The Waterfront Limited, doing business as The Waterfront -- to maintain and use a portion of the public way adjacent to 16 West Maple Street for a sidewalk cafe; and

West Egg Cafe -- to maintain and use a portion of the public way adjacent to 620 North Fairbanks Court for a sidewalk cafe.

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:

Lillo, Incorporated, doing business as Topo Gigio Restaurant -- for one canopy at 1437 North Wells Street;

Mongerson Wunderlich Gallerie Limited -- for one canopy at 704 North Wells Street;

1007 North Rush Street Corporation -- for one canopy at 1007 North Rush Street;

P. V. Wells Bar and Grill, Incorporated -- for one canopy at 1530 North Wells Street;

Sirloin, Incorporated -- for one canopy at 1528 North Wells Street; and

State Cleaners -- for one canopy at 1205 North State Street.

Presented By

**ALDERMAN NATARUS (42nd Ward) And
ALDERMAN HANSEN (44th Ward):**

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 34
BY ADDING NEW SECTIONS 34-13.1 THROUGH
34-13.5 REGULATING OPERATION OF
NEWSPAPER VENDING MACHINES
ON PUBLIC WAYS.

A proposed ordinance to amend Municipal Code Chapter 34 by adding thereto new sections, to be known as Sections 34-13.1 through 34-13.5, which would regulate the operation of newspaper vending machines located on public ways within the City, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN EISENDRATH (43rd Ward):

Referred -- AMENDMENT OF ORDINANCE WHICH DESIGNATED
AREA KNOWN AS ARLINGTON AND ROSLYN PLACE
DISTRICT AS CHICAGO LANDMARK.

A proposed ordinance to amend an ordinance passed by the City Council which designated the area known as Arlington and Roslyn Place District as a Chicago Landmark by reinstating the range of addresses defining said area as 400 -- 440 and 425 -- 447 West Arlington Place, 420 -- 458 and 401 -- 455 West Roslyn Place, and 2466 -- 2480 North Lakeview Avenue, which was *Referred to the Committee on Historical Landmark Preservation*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS
FOR VARIOUS PURPOSES.

Also, two 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:

Chumley's North, Incorporated, doing business as Tuesday's Restaurant -- to maintain and use a portion of the public way adjacent to 565 West Diversey Avenue for a sidewalk cafe; and

D. & J. Pizza, Incorporated, doing business as Ranalli's on Lincoln -- to maintain and use a portion of the public way adjacent to 1925 North Lincoln Avenue for a sidewalk cafe.

Referred -- PERMISSION TO HOLD PARK WEST ANTIQUES FAIR
ON PORTIONS OF SPECIFIED PUBLIC WAYS.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Park West Community Organization to hold the Park West Antiques Fair on both sides of North Geneva Terrace and in the east-west alley one-half block north of West Fullerton Parkway, between North Orchard and North Clark Streets, for the period extending June 2

through June 3, 1990, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- EXEMPTION OF PROPERTY AT 2212 -- 2218 NORTH
LINCOLN AVENUE FROM PHYSICAL BARRIER
REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY.

Also, a proposed order to exempt the property located at 2212 -- 2218 North Lincoln Avenue from the physical barrier requirement pertaining to alley accessibility pursuant to the provisions of Municipal Code Chapter 33, Section 33-19.1, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN HANSEN (44th Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE BY ADDING
NEW CHAPTER 15.3 ENTITLED "CHICAGO INDUSTRIAL
EMPLOYMENT PROTECTION ORDINANCE".

A proposed ordinance amending the Municipal Code by adding a new Chapter 15.3 entitled "Chicago Industrial Employment Protection Ordinance" which would authorize the Department of Economic Development to exercise the City's power of eminent domain to acquire failed industrial businesses or plants for subsequent resale, transfer or lease, which was *Referred to the Committee on Economic Development.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
ORGANIZATIONS FOR SIDEWALK CAFES.

Also, three proposed ordinances to grant permission and authority to the applicants listed for the operation of sidewalk cafes at the locations specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Coffee Chicago Limited, doing business as Coffee Chicago -- to maintain and use a portion of the public way adjacent to 3323 North Clark Street;

Leona's Pizzeria, Incorporated, doing business as Leona's -- to maintain and use a portion of the public way adjacent to 3215 North Sheffield Avenue; and

3332 North Broadway Corporation, doing business as J. Higby's Yogurt and Treat Shoppe -- to maintain and use a portion of the public way adjacent to 3332 North Broadway.

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- OPENING OF PORTION OF PUBLIC STREET LYING
BETWEEN NORTH MILWAUKEE AVENUE AND NORTH
LIPPS AVENUE AND DESIGNATION
OF SAME AS WEST VETERANS
PLACE.

A proposed ordinance to open a 50-foot northeasterly-southeasterly public street lying between North Milwaukee Avenue, North Lipps Avenue and located 232.65 feet northwesterly of the northwesterly line of West Ainslie Avenue and to designate same as West Veterans Place, which was *Referred to the Committee on Streets and Alleys*.

Presented By

**ALDERMAN LEVAR (45th Ward) And
ALDERMAN CULLERTON (38th Ward):**

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON
PORTIONS OF SPECIFIED PUBLIC WAYS.

A proposed order directing the Commissioner of Public Works to grant permission to the Portage Chamber of Commerce, c/o Ms. Jeannine Smentek, to hold a sidewalk sale on portions

of North Cicero Avenue, North Milwaukee Avenue and West Irving Park Road, for the period extending April 26 through April 29, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN SHILLER (46th Ward):

Referred -- ERECTION OF BUS PASSENGER SHELTERS ON
PORTIONS OF SPECIFIED PUBLIC WAYS.

Four proposed ordinances directing the Chicago Transit Authority to consider the erection of bus passenger shelters on portions of specified public ways, which were *Referred to the Committee on Local Transportation*, as follows:

North Clark Street, at 3930 North -- for southbound passengers;

North Lake Shore Drive, at West Cornelia Avenue -- for northbound passengers;

North Marine Drive, at West Junior Terrace -- for northbound passengers; and

North Sheridan Road, at West Leland Avenue -- for northbound passengers.

Referred -- CHICAGO TRANSIT AUTHORITY REQUESTED TO
ERECT BUS PASSENGER SHELTERS ON PORTIONS
OF SPECIFIED PUBLIC WAYS

Also, four proposed orders directing the Chicago Transit Authority to consider the erection of bus passenger shelters on portions of specified public ways, which were *Referred to the Committee on Local Transportation*, as follows:

North Clark Street, at 3930 -- for southbound passengers;

North Lake Shore Drive, at West Cornelia Avenue -- for northbound passengers;

North Marine Drive, at West Junior Terrace -- for northbound passengers; and

North Sheridan Road, at West Leland Avenue -- for northbound passengers.

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- GRANT OF PRIVILEGE TO UZDAWINIS AND KOBAYASHI,
INCORPORATED, DOING BUSINESS AS CAFE
SELMARIE FOR SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Uzdawinis and Kobayashi, Incorporated, doing business as Cafe Selmarie, to maintain and use a portion of the public way adjacent to 2327 West Giddings Plaza for a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION TO HOLD RAVENSWOOD COMMUNITY
COUNCIL ANNUAL FLEA MARKET ON PORTION
OF NORTH RAVENSWOOD AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ravenswood Community Council to hold their annual flea market on the east side of North Ravenswood Avenue, from 4400 North to 4500 North on Saturday, June 23, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN M. SMITH (48th Ward):

Referred -- INSTALLATION OF ALLEY LIGHTS AT
SPECIFIED LOCATIONS.

Two proposed orders directing the Commissioner of Public Works to install alley lights

behind the premises listed below, which were *Referred to the Committee on Finance*, as follows:

4920 -- 4922 North Winthrop Avenue; and

5625 North Broadway.

Presented By

ALDERMAN ORR (49th Ward):

Referred -- GRANT OF PRIVILEGE TO GLEN ROSE CORPORATION,
DOING BUSINESS AS ZINFANDELI'S CAFE FOR
SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Glen Rose Corporation, doing business as Zinfandeli's Cafe, to maintain and use a portion of the public way adjacent to 6120 North Broadway for a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys*.

Presented For

ALDERMAN ORR (49th Ward):

Referred -- EXEMPTION OF LOYOLA UNIVERSITY FROM
ALL 1990 CITY PERMIT FEES UNDER
NOT-FOR-PROFIT STATUS.

A proposed ordinance, presented by Alderman M. Smith, providing inclusive exemptions from all 1990 city permit fees to Loyola University under its individual not-for-profit status, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN STONE (50th Ward):

Referred -- PORTION OF NORTH TROY STREET TO
RECEIVE HONORARY DESIGNATION AS
"TORAH V' CHESED DRIVE".

A proposed ordinance to designate that part of North Troy Street, between West Devon Avenue and the first alley south thereof as "Torah V' Chesed Drive", which was *Referred to the Committee on Streets and Alleys*.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 194A (CHICAGO
ZONING ORDINANCE) ARTICLE 3.2 BY ALLOWING USAGE OF
PRIVATE STREETS AS "FRONT LOT LINE" DESIGNATION
WITHIN R3, R4 OR R5 DISTRICTS.

Also, a proposed ordinance to amend Municipal Code Chapter 194A, also known as the Chicago Zoning Ordinance, Article 3.2 by allowing private streets within R3, R4 or R5 districts which provide primary access to abutting properties to be used as designation of "front lot line", which was *Referred to the Committee on Zoning*.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 194A
(CHICAGO ZONING ORDINANCE) ARTICLE 5.7-2 BY
FURTHER REGULATING DIVISION OF
ZONING LOTS.

Also, a proposed ordinance to amend Municipal Code Chapter 194A, also known as the Chicago Zoning Ordinance, Article 5.7-2 by excluding side yard requirements for resubdivision of zoning lots within R4 and R5 districts and including provisions applicable to the division of unimproved zoning lots, which was *Referred to the Committee on Zoning*.

Referred -- ISSUANCE OF PERMIT TO OPERATE NEWSSTAND
ON NORTHWEST CORNER OF WEST GRANVILLE AVENUE
AND NORTH CLARK STREET.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Mr. Jack Harfield for the operation of a newsstand on the northwest corner of West Granville Avenue and North Clark 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 ROTI (1st Ward):

The Sebus Group -- construction and laying of foundation for the Harold Washington Library Center on the premises known as 400 South State Street (2).

BY ALDERMAN VRDOLYAK (10th Ward):

United Charities of Chicago, 14 East Jackson Boulevard -- renovation of existing structure on the premises known as 3027 East 91st Street.

BY ALDERMAN GARCIA (22nd Ward):

Argo Electric, Incorporated, 2737 West Diversey Avenue -- electrical installations on the premises known as 2651 South Central Park Avenue.

BY ALDERMAN SOLIZ (25th Ward):

The Metro Habitat for Humanity/Pilsen Little Village Habitat, 1909 South Ashland Avenue -- construction of two buildings on the premises known as 1916 -- 1924 South

Laffin Street and 2856 West 21st Street (2).

BY ALDERMAN GABINSKI (32nd Ward):

Saint Mary of Nazareth Hospital Center -- construction of new catherization laboratory on the premises known as 2233 West Division Street.

BY ALDERMAN O'CONNOR (40th Ward):

Shelter of God's Love, 1720 West Addison Street -- construction of an addition to the existing structure on the premises known as 5520 North Paulina Street.

BY ALDERMAN NATARUS (42nd Ward):

Moody Bible Institute -- construction of the academic building on the premises known as 860 North LaSalle Street.

Warren Barr Pavilion -- curb cut in front of the elderly facility on the premises known as 66 West Oak Street.

BY ALDERMAN EISENDRATH (43rd Ward):

DePaul University -- electrical work on the premises known as 2315 North Kenmore Avenue and 25 East Jackson Boulevard (2).

LICENSE FEE EXEMPTIONS:

BY ALDERMAN ROTI (1st Ward):

Chinese Christian Union Church Nursery School, 2301 South Wentworth Avenue.

Erie Neighborhood House, 1347 West Erie Street.

BY ALDERMAN T. EVANS (4th Ward):

Chicago Child Care Society, 5647 South University Avenue.

BY ALDERMAN BLOOM (5th Ward):

Hyde Park Union Church Nursery School, 5600 South Woodlawn Avenue.

BY ALDERMAN SHAW (9th Ward):

Golden Gate Day Care Center, 432 East 134th Street.

BY ALDERMAN JONES (20th Ward):

The First Presbyterian Church, 6400 South Kimbark Avenue.

BY ALDERMAN GUTIERREZ (26th Ward):

Easter Seal Society (Gilchrist Marcham Rehabilitation Center), 2345 West North Avenue.

Humboldt Park Family Health Center, 2750 West North Avenue.

Saint Elizabeth Hospital, 1431 North Claremont Avenue (2).

BY ALDERMAN BUTLER (27th Ward):

Onward Neighborhood House, 600 North Leavitt Street.

BY ALDERMAN LAURINO (39th Ward):

Feinhandler Preschool of Congregation Shaare Tikvah, 5800 North Kimball Avenue.

BY ALDERMAN O'CONNOR (40th Ward):

The Rally Theatre Company, 5404 North Clark Street.

Swedish Covenant Hospital, 5145 North California Avenue.

BY ALDERMAN EISENDRATH (43rd Ward):

Infant Welfare Society of Chicago, 1931 North Halsted Street.

Lincoln Park Cooperative Nursery School, 1753 -- 1755 North Fern Court.

Park West Cooperative Nursery School, 2335 North Orchard Street.

Saint Vincent DePaul Center, 2145 North Halsted Street (2).

BY ALDERMAN SHILLER (46th Ward):

Lincoln Park Child Care Center, 957 West Grace Street.

Sheridan Day Care Center, 912 West Sheridan Road.

Uptown Family Care Title XX Program, 4520 North Beacon Street.

BY ALDERMAN SCHULTER (47th Ward):

Concordia Child Care Center, 3855 North Seeley Avenue (2).

BY ALDERMAN M. SMITH (48th Ward):

Rogers Park Montessori School, 1244 West Thorndale Avenue.

Selfhelp Home for the Aged, 908 West Argyle Street.

Unity Lutheran Day Care Center, 5409 North Magnolia Avenue.

Uptown Child Care Center, 1020 West Bryn Mawr Avenue.

Uptown Lutheran Day Care, 5030 North Marine Drive.

Winthrop Day Care Center, 4848 North Winthrop Avenue.

Y.W.C.A. Northside Child Development Center, 5244 North Lakewood Avenue.

BY ALDERMAN M. SMITH for ALDERMAN ORR (49th Ward):

Rogers Park Children's Learning Center, 1545 West Morse Avenue.

BY ALDERMAN STONE (50th Ward):

Virginia Frank Child Development Center, 3033 West Touhy Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN ROTI (1st Ward):

Saint Francis Xavier Cabrini Hospital, 811 South Lytle Street -- annual sign inspection fee.

BY ALDERMAN T. EVANS (4th Ward):

Lutheran School of Theology, 5417 and 5427 South University Avenue -- annual building inspection fees.

BY ALDERMAN GABINSKI (32nd Ward):

Northwestern University Settlement, 1400 West Augusta Boulevard -- boiler and unfired pressure vessel inspection fee.

BY ALDERMAN BANKS (36th Ward):

Norwegian Lutheran Home/Bethesda Home and Retirement Center, 2833 North Nordica Avenue -- maintenance and inspection of "No Parking" sign fees.

BY ALDERMAN O'CONNOR (40th Ward):

Byron Center for the Rehabilitation and Training of Persons with Disabilities, 6050 North California Avenue -- semi-annual elevator inspection fee.

BY ALDERMAN NATARUS (42nd Ward):

Archdiocese of Chicago/Quigley North Seminary, 103 East Chestnut Street -- maintenance and inspection of "No Parking" sign fees.

The Latin School of Chicago, 59 West North Avenue -- boiler and unfired pressure vessel fees and annual mechanical ventilation inspection fees (2).

Northwestern Memorial Hospital, various locations -- maintenance and inspection of "No Parking" signs and surcharge fees.

BY ALDERMAN EISENDRATH (43rd Ward):

Center for the Rehabilitation and Training of Persons with Training Disabilities, 2032 North Clybourn Avenue -- canopy fee.

Contemporary Art Workshop, 542 West Grant Place -- no parking metered.

Little Sisters of the Poor, 2325 North Lakewood Avenue -- annual public place of assembly fee.

BY ALDERMAN SCHULTER (47th Ward):

Quang-Minh Temple, 4429 North Damen Avenue -- annual mechanical ventilation inspection fees.

BY ALDERMAN M. SMITH (48th Ward):

Edgewater Presbyterian Church, 1020 West Bryn Mawr Avenue -- maintenance and inspection of "No Parking -- Tow Zone" sign fees.

Selfhelp Home for the Aged, 904 -- 920 West Argyle Street -- maintenance and inspection of "No Parking" sign fees.

BY ALDERMAN M. SMITH for ALDERMAN ORR (49th Ward):

Jarvis House (Center for the Rehabilitation and Training of Persons with Disabilities) 2045 West Jarvis Avenue -- annual building inspection fee.

BY ALDERMAN STONE (50th Ward):

Adult Day Care Center/Council for Jewish Elderly, 2809 West Jarvis Avenue -- annual maintenance and inspection of loading zone signs and surcharge fees.

Center for the Rehabilitation and Training of Persons with Disabilities, 6610 North Clark Street -- annual building inspection fee, semi-annual elevator inspection fee and annual mechanical ventilation inspection fee (3).

WATER RATE EXEMPTION:

BY ALDERMAN ROTI (1st Ward):

Olive Branch, 1047 West Madison Street.

REFUND OF FEES.

BY ALDERMAN ROTI (1st Ward):

The Sebus Group, 840 North Michigan Avenue -- refund in the amount of \$1,143.00.

BY ALDERMAN LAURINO (39th Ward):

Feinhandler Preschool of Congregation Shaare Tikvah, 5800 North Kimball Avenue -- refund in the amount of \$75.00

BY ALDERMAN SHILLER (46th Ward):

Southern Human Services, 1700 West Irving Park Road -- refund in the amount of \$5,066.25.

BY ALDERMAN STONE (50th Ward):

Center for the Rehabilitation of Persons with Disabilities, 6610 North Clark Street -- refund in the amount of \$268.00.

WAIVER OF FEE.

BY ALDERMAN PUCINSKI (41st Ward):

Resurrection Medical Center, 7435 West Talcott Avenue -- waiver of license fee for day care center -- Classes I and II.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (February 7, 1990).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on February 7, 1990 at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

JOURNAL CORRECTIONS.

(November 29, 1989).

Alderman Krystyniak moved to *Correct* the printed Official Journal of Proceedings of the regular meeting held on Wednesday, November 29, 1989, as follows:

Page 8316 -- by deleting in their entirety the second and third lines from the top of the page and inserting in lieu thereof the following:

"West 60th Street
(South side)

From South Melvina Avenue to
the first alley west thereof -- at
all times -- Zone 9".

The motion to correct *Prevailed*.

(March 29, 1989).

Alderman Burke moved to *Correct* the printed Official Journal of Proceedings of the regular meeting held on Wednesday March 29, 1989, as follows:

Page 26830 -- by deleting the amount "\$78.00" appearing on the second line from the bottom of the page and inserting in lieu thereof the amount "\$878.00".

The motion to correct *Prevailed*.

UNFINISHED BUSINESS.

ISSUANCE OF FINAL LOAN COMMITMENT TO WICKER PARK
PLACE LIMITED PARTNERSHIP UNDER MULTI-UNIT
REHABILITATION ASSISTANCE PROGRAM FOR
PROPERTY LOCATED AT 1527 -- 1531
NORTH WICKER PARK AVENUE.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of February 7, 1990, pages 11073 through 11075, recommending that the City Council pass a proposed ordinance authorizing the issuance of a final loan commitment to the Wicker Park Place Limited Partnership under the Multi-Unit Rehabilitation Assistance Program for property located at 1527 -- 1531 North Wicker Park Avenue.

Alderman Shaw moved to re-refer the said proposed ordinance to the Committee on Finance.

Alderman Burke moved to *Lay on the Table* the motion to re-refer. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Gutierrez, Bialczak, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Levar, Schulter, M. Smith, Stone -- 25.

Nays -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Carter, Langford, Jones, J. Evans, Butler, Figueroa, Austin, Giles, Shiller -- 17.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore

found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low and moderate income; and

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

WHEREAS, The City has aggregately programmed \$32,400,000 of Community Development Block Grant funds for its Multi-Unit Rehabilitation Assistance Program ("MULTI-Program") in Program Years IX through XV, wherein low interest rehabilitation loans are made available to owners of rental properties containing five or more dwelling units in low and moderate income areas, and the MULTI-Program is administered by the City's Department of Housing; and

WHEREAS, The Department of Housing has preliminarily reviewed and approved the making of one (1) low interest rehabilitation loan to Wicker Park Place Limited Partnership ("Borrower"), in the amount not to exceed \$780,000, from the MULTI-Program where said funds, when loaned, will leverage an additional \$1,628,625 in other investments for the rehabilitation of 110 studio units, and wherein said MULTI-Program loan is in excess of \$75,000 and more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, The City Council of the City, by an ordinance duly adopted on February 20, 1985, authorized certain technical amendments to the substitute ordinance (passed by the City Council on June 6, 1984) authorizing submission of the Final Statement of Objectives and Projected Use of Funds for Community Block Grant Entitlement to the United States Department of Housing and Urban Development for the Year IX Community Block Grant funds wherein certain uses of such funds shall be subject to the review and approval of the City Council; now, therefore,

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

SECTION 1. The Commissioner of the Department of Housing ("Commissioner") is hereby authorized to issue a final loan commitment to the Borrower as shown in Exhibit "A" for the respective loan amounts listed therein.

SECTION 2. The Commissioner is hereby authorized to enter into, negotiate and execute such agreements, documents or notes as are required or necessary to implement the terms and program objectives of the MULTI-Programs.

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

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

Exhibit "A".

Borrower: Wicker Park Place Limited Partnership, an Illinois limited partnership with R.R.G. Development, Incorporated, an Illinois corporation as the sole general partner. R.R.G. Development, Incorporated has 2 directors, each with a 50% interest. They are Nancy Kapp, President and Ronald B. Graiss, Secretary.

Project: Wicker Park Place
1527 -- 1531 North Wicker Park Avenue
110 zero bedroom units for elderly people.

City Loan: \$780,000
30-year term.
3% interest, accrued and deferred during years 1 and 2 of the loan term,
Principal restated at end of year 2,
interest only during years 3 -- 30, principal due at maturity.
Secured by second mortgage.

Other Funds: \$1,000,000 loan from First National Bank
30-year term.
11% interest, payments of principal and interest during years 1 -- 30.
Secured by first mortgage.

Equity contributions by general partner (\$228,625) and limited partners to be named prior to closing (\$400,000). Limited partners will be required to make appropriate economic disclosure as determined by the City.

Total Project Costs: \$2,408,625.

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY
PARTICULAR AREAS.

On motion of Alderman Burke, the City Council took up for consideration the report of the

Committee on Zoning, deferred and published in the Journal of the Proceedings of February 7, 1990, page 11586 and pages 11591 through 11605, recommending that the City Council pass said proposed ordinances amending the Chicago Zoning Ordinance by reclassifying particular areas.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

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):

*Reclassification Of Area Shown On Map
Number 1-G.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-3 Restricted Manufacturing District symbols and indications as shown on Map No. 1-G in area bounded by:

West Grand Avenue; North Halsted Street; a line 161.80 feet south of and parallel to West Grand Avenue; the alley next west of and parallel to North Halsted Street,

to those of a C1-3 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map
Number 2-E.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B6-7 Restricted Central Business District symbols and indications as shown on Map No. 2-E in the area bounded by:

the public alley next west of and parallel to South Wabash Avenue (on the west); East Van Buren Street (on the north); South Wabash Avenue (on the east); and a line 160.88 feet south of and parallel to East Van Buren Street (on the south),

to the designation of Central Area Parking/Institution Planned Development No. _____, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

*Central Area Parking/Institution Planned Development Number _____
(As Amended)*

Plan Of Development

Statements.

1. The area delineated as "Central Area Parking/Institution Planned Development" is owned and controlled by The Catholic Bishop of Chicago, a corporation sole. The air rights over the area are owned or controlled by Stein & Company Old St. Mary's, Incorporated, an Illinois corporation. The co-applicants are The Catholic Bishop of Chicago, a corporation sole and Stein & Company Old St. Mary's, Incorporated.

2. The co-applicants will separately seek all other approvals, such as street or alley vacation, that may be required. The co-applicants intend to seek approval from the Chicago City Council for the vacation of a public alley located within the subject area.
3. This plan of development consists of these statements, an existing zoning map, a planned development and property line boundary map and a generalized land use map and a bulk table. This Plan of Development also includes a site plan and two elevations prepared by McBride and Kelly Architects, Limited, dated January 11, 1990 (the "Development Plan") which shall be kept on file with the Department of Planning.
4. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development, subject to the review and approval of the Commissioner of the Department of Planning.
5. Any service drive or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Public Works and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago and shall have a minimum width of 20 feet to provide ingress and egress for emergency vehicles. There shall be no parking within such paved areas.
6. Business and business identification signs may be permitted within the area delineated herein as "Central Area Parking/Institution Planned Development" subject to the review and approval of the Department of Planning.
7. The proposed structure shall not exceed any federal or local height restrictions.
8. The co-applicants or their successors, assignees or grantees shall obtain all official reviews, approvals and permits.
9. The following uses shall be permitted within the area delineated herein as "Central Area Parking/Institution Planned Development": church, dwelling units related to church use, religious institutions; professional and business offices; retail and related uses; accessory and non-accessory off-street parking.
10. For purposes of determining maximum floor area ratio, the definition in the Chicago Zoning Ordinance shall be applicable; provided, however, that, in addition, all area devoted to non-accessory parking shall be included as floor area in the calculation.
11. All construction upon the subject property shall be in substantial conformance with the Development Plan. The applicant shall provide adequate internal stacking to avoid traffic congestion on both South Wabash Avenue and East Van Buren Street and the ticket dispensers shall be located on the first parking level which is approximately 25 feet 0 inches above street level, with two entry lanes

and three exit lanes. Entrances to the parking facility shall be provided on East Van Buren Street and South Wabash Avenue, and exiting from the parking facility is provided onto South Wabash Avenue; all in accordance with the Development Plan. Internal signage and graphics shall be provided to direct motorists through the parking structure. Good quality materials shall be used throughout the structure. Landscaping shall be provided as shown on the Development Plan on South Wabash Avenue sidewalk.

12. The information in the table attached hereto sets forth the data concerning the generalized land use plan of the area delineated herein as "Central Area Parking/Institution Planned Development" and illustrates that the development of such area will be in general accordance with the intent and purpose of the Chicago Zoning Ordinance.
13. The Plan of Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments" as promulgated by the Commissioner of the Department of Planning.
14. Unless substantial construction upon the contemplated 12-story parking garage has commenced within 10 years following adoption of this planned development, and unless completion of said garage is thereafter diligently pursued, then this planned development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then this planned development shall expire upon the expiration of such shorter time period as provided for by said amendatory ordinance (the first day of which as applied to this planned development shall be the effective date of the amendatory ordinance). If this planned development expires under the provisions of this section, then the zoning of the property shall automatically revert to that of a C3-7 zoning district.

[Existing Zoning and Street System Map, Property Line and
Right-Of-Way Adjustment Map, and Generalized
Land Use Plan attached to this Plan of
Development printed on pages
12730 through 12732
of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

Planned Development Use And Bulk Regulations And Data.

Net Site Area	General Description Of Land Uses	Maximum Floor Area Ratio	Maximum Percentage Of Land Coverage At Grade
---------------	-------------------------------------	-----------------------------------	--

Square Feet
Acres

<p><u>27,522</u> 0.632</p>	<p>Church space, dwelling units related to church use; religious institutions; professional and business offices; retail and related uses; accessory and non-accessory off-street parking.</p>	<p>11.739</p>	<p>100%</p>
--------------------------------	--	---------------	-------------

<p>Gross Site Area:</p>	<p>Net Site Area: 27,522 square feet (0.632 acres)</p> <p>Public Rights-of-Way: 17,279 square feet (.379 acres)</p> <p>TOTAL: 44,801 square feet (1.029 acres)</p>
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Off-Street Parking: Accessory parking shall be provided at 1 stall per 12 church seats or 36 stalls. Additional non-accessory parking shall be permitted; not to exceed 769 spaces.

Off-Street Loading: No off-street loading is required.

<p>Ground Floor Setbacks:</p>	<p>East Van Buren Street -- 0</p> <p>South Wabash Avenue -- 0</p> <p>South property line -- 0</p> <p>Public alley on the west -- 0</p>
-------------------------------	--

Maximum Height of
Building: 186 feet above Chicago City Datum.

Reclassification Of Area Shown On Map Number 3-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map No. 3-G in the area bounded by:

a line 82.5 feet north of West Haddon Avenue; the alley next east of and parallel to North Ashland Avenue or the line thereof extended where no alley exists; West Haddon Avenue; and North Ashland Avenue,

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

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

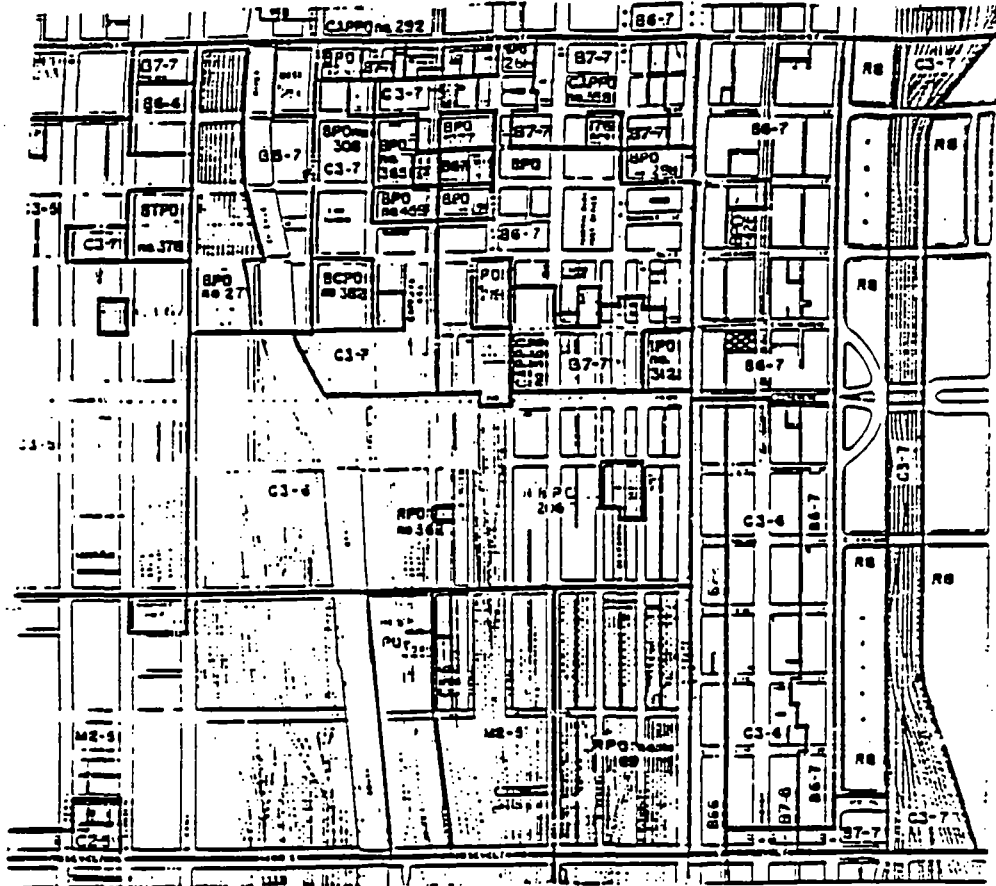
Reclassification Of Area Shown On Map Number 6-G.

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. 6-G in area bounded by:

(Continued on page 12733)

CENTRAL AREA PARKING PLANNED DEVELOPMENT
EXISTING ZONING AND STREET SYSTEM



LEGEND

 CENTRAL AREA PARKING PLANNED DEVELOPMENT

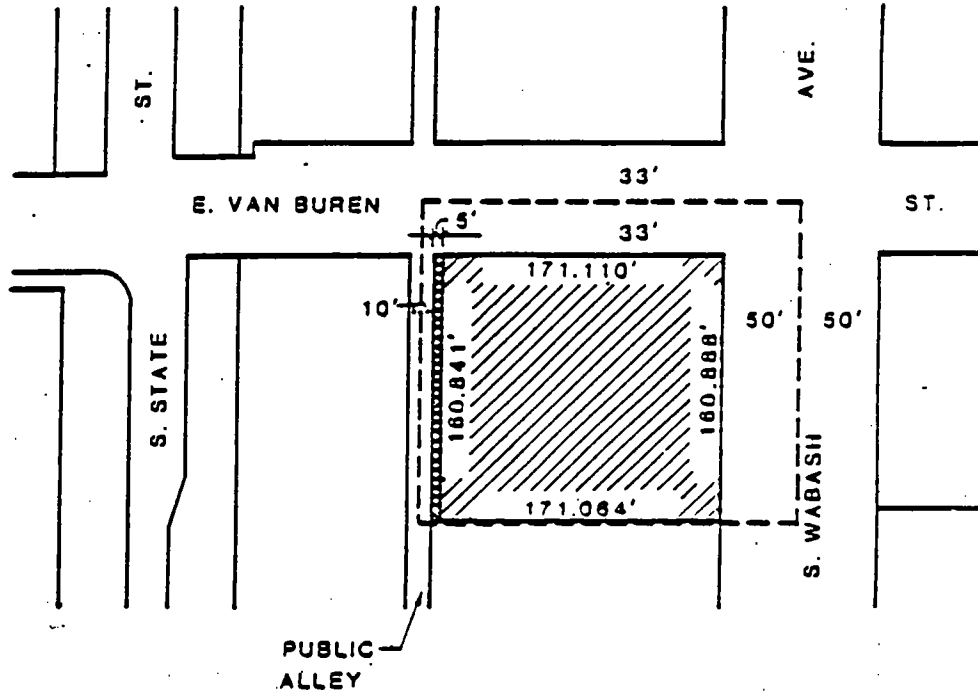
 ZONING DISTRICT BOUNDARIES

CO APPLICANT: The Catholic Bishop of Chicago, a Corporation Sole
 155 East Superior
 Chicago, Illinois 60611



Stein & Company Old St. Mary's Inc.,
 an Illinois Corporation
 208 South LaSalle Street
 Chicago, Illinois 60601

DATE: November 9, 1989
 REVISED: January 11, 1990

PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENT



LEGEND

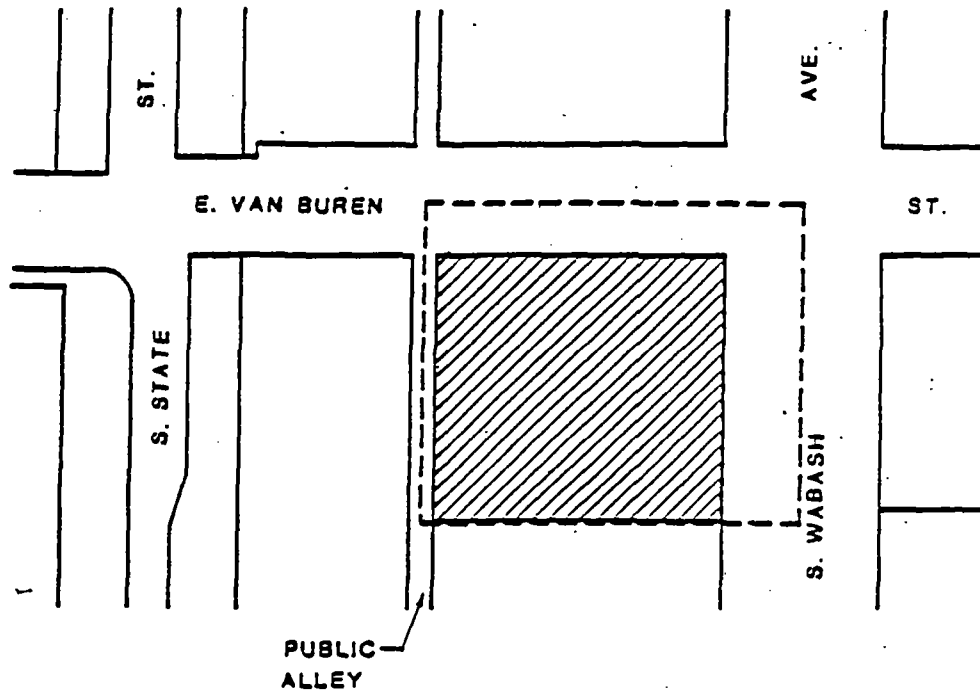
- PLANNED DEVELOPMENT BOUNDARY.
-  CHURCH SPACE, DWELLING UNITS RELATED TO CHURCH USE, RELIGIOUS INSTITUTIONS; PROFESSIONAL AND BUSINESS OFFICES; RETAIL AND RELATED USES; ACCESSORY AND NON-ACCESSORY OFF-STREET PARKING.
-  ALLEY TO BE VACATED.

Co-Applicants: The Catholic Bishop of Chicago, a Corporation Sole
 155 East Superior, Chicago, Illinois 60611

Stein & Company Old St. Mary's Inc., an Illinois Corporation
 208 South LaSalle Street, Chicago, Illinois 60601

DATE: November 9, 1989.

- 1400
GENERALIZED LAND USE PLAN



LEGEND

----- PLANNED DEVELOPMENT BOUNDARY.



CHURCH SPACE, DWELLING UNITS RELATED TO CHURCH USE,
RELIGIOUS INSTITUTIONS; PROFESSIONAL AND BUSINESS OFFICES
RETAIL AND RELATED USES; ACCESSORY AND NON-ACCESSORY
OFF-STREET PARKING.

Co-Applicants: The Catholic Bishop of Chicago, a Corporation Sole
155 East Superior, Chicago, Illinois 60611

Stein & Company Old St. Mary's Inc., an Illinois Corporation
208 South LaSalle Street, Chicago, Illinois 60601

DATE: November 9, 1989

REVISED: January 11, 1990

(Continued from page 12729)

a line 31.37 feet northwest of and parallel to South Lyman Street; South Loomis Street; South Lyman Street; the alley next southwest of and parallel to South Loomis Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 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 B5-2 General Business District symbols and indications as shown on Map No. 7-G in the area bounded by:

North Lincoln Avenue; a line 464.3 feet southeast of the intersection of North Lincoln Avenue and North Southport Avenue and perpendicular to North Lincoln Avenue as measured along the southwest line of North Lincoln Avenue; the alley next southwest of North Lincoln Avenue; and a line 296.3 feet southeast of the intersection of North Lincoln Avenue and North Southport Avenue and perpendicular to North Lincoln Avenue as measured along the southwest line of North Lincoln Avenue,

to those of a B5-4 General Business District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 7-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 7-H in area bounded by:

West Altgeld Street; a line 200 feet southeast and parallel to West Terra Cotta Place; southeast-northwest alley 125 feet southwest of and parallel to West Altgeld Street; a line 108 feet southeast of and parallel to West Terra Cotta Place,

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 Number 9-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. 9-N in the area bounded by:

West Cornelia Avenue; North Narragansett Avenue; a line 120 feet south of and parallel to West Cornelia Avenue; the alley next west of and parallel to North Narragansett 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 Number 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 B4-1 Restricted Service District symbols and indications as shown on Map No. 9-O in the area bounded by:

West Forest Preserve Drive; North Octavia Avenue; the alley next south of and parallel to West Irving Park Road extended,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 11-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 11-I in the area bounded by:

a line 152 feet north of and parallel to West Irving Park Road; North California Avenue; a line 127 feet north of and parallel to West Irving Park Road; the alley next west of and parallel to North California Avenue,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On
Map Numbers 12-J And 14-J.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map Nos. 12-J and 14-J in the area bounded by:

West 53rd Street or the line thereof extended where no street exists; South St. Louis Avenue; West 57th Street or the line thereof extended where no street exists; and the westerly right-of-way line of the Grand Truck Western Railroad,

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 Number 12-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-1 Restricted Commercial District symbols and indications as shown on Map No. 12-L in area bounded by:

West 48th Street; South Cicero Avenue; a line 124.41 feet south of and parallel to West 48th Street; the alley next west of South Cicero Avenue,

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 14-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. 14-N in area bounded by:

a line 110 feet north of and parallel to West 56th Street; South Rutherford Avenue; a line 50 feet north of and parallel to West 56th Street; and the alley next west of South Rutherford 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 Number 16-D.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-3 Restricted Service District symbols and indications as shown on Map No. 16-D in area bounded by:

East 67th Street; a line 60 feet west of and parallel to South Blackstone Avenue; the alley next south of and parallel to East 67th Street; a line 210 feet west of and parallel to South Blackstone Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 18-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map No. 18-I in area bounded by:

a line 149.32 feet north of and parallel to West 73rd Street; South Western Avenue; West 73rd Street; the alley next west of and parallel to South Western Avenue,

to those of a C2-2 General Commercial District and a corresponding use district is hereby established in the area above described.

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

MISCELLANEOUS BUSINESS.

Rules Suspended-- MONTH OF MARCH DESIGNATED "IRISH HERITAGE MONTH IN CHICAGO".

Alderman Burke moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon a proposed resolution. The motion *Prevailed*.

Thereupon, on motion of Alderman Burke, the said proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The observance of Saint Patrick's Day on March 17, 1990 in tribute to the great Patron Saint of Ireland and the Irish, is a custom universally carried on by persons of all races, colors and creeds in recognition of his world-wide influence in religion, culture and education; and

WHEREAS, Saint Patrick, the revered Saint of Ireland, brought the Christian faith to Ireland as a courageous, religious missionary for which he is and always will be remembered; the fervent devotion of the Irish to their faith has, as a result of the spirit inculcated by Saint Patrick, endured through the centuries in Ireland and in the countries to which the Irish have come; and

WHEREAS, Saint Patrick's Day has become a holiday not only of the Irish, but of all Americans and of people of other national origins throughout the world who recognize and honor the exemplary life, teachings and spiritual contributions of this great Saint of the Catholic church; and

WHEREAS, We, in the City of Chicago think it proper and fitting for Saint Patrick's Day to be recognized by all people, whether they are Irish for that day only, or Irish always; now, therefore,

Be It Resolved, By the Mayor and members of the City Council of the City of Chicago, that the month of March be and is hereby designated as "Irish Heritage Month in Chicago"; and

Be It Further Resolved, That Saint Patrick's Day is hereby declared a day of commemoration in the City of Chicago, and further, all citizens are hereby invited and urged to participate in this day of celebration.

Rules Suspended -- MARCH 5, 1990 PROCLAIMED
"GENERAL CASIMIR PULASKI DAY".

Alderman Pucinski moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon a proposed resolution. The motion *Prevailed*.

Thereupon, on motion of Alderman Pucinski, the said proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 47.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Illinois State Legislature designated the first Monday in March as General Casimir Pulaski Day; and

WHEREAS, General Casimir Pulaski is one of America's Revolutionary War heroes; and

WHEREAS, Casimir Pulaski came from his native Poland to serve and win independence for the United States; and

WHEREAS, General Pulaski is credited with saving George Washington's life when he was the first to detect the approach of the British near Warren Tavern; and

WHEREAS, General Pulaski is the Father of the American Cavalry because of his effort to initiate the first cavalry units for the Colonies; and

WHEREAS, General Pulaski fought valiantly at many battles including the Battle of Brandywine; and

WHEREAS, Pulaski's service came to a tragic end when he was mortally wounded while leading his cavalry in the Battle of Savannah on October 9, 1779; and

WHEREAS, General Pulaski's ultimate sacrifice for the cause of freedom and democracy must be remembered and honored by all Americans; and

WHEREAS, His bravery, spirit and determination made him a "Hero of Two Continents"; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council urge all citizens in Chicago and throughout the State of Illinois to remember General Casimir Pulaski, this great American patriot, on Monday, March 5, 1990; and

Be It Further Resolved, That all Chicagoans are urged to attend the various civic memorials planned for General Pulaski throughout Chicago on March 5, 1990.

PRESENCE OF VISITORS NOTED.

Alderman Luis Gutierrez, President Pro Tempore, called the Council's attention to the presence of the following visitors:

Students from Harold Washington College, accompanied by Ms. Ruth Lebovits, Assistant Professor of Social Science;

Students from Daniel Hale Williams Elementary School, accompanied by their teachers, Ms. Elma Laster and Ms. Esther Ford;

Students from William B. Ogden Elementary School, accompanied by their teacher, Ms. Iris Maiter; and

Students from Saint Mathias Parochial School, accompanied by their teacher Mr. James Bratager.

Time Fixed For Next Succeeding Regular Meeting.

By unanimous consent, Alderman Burke presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday, the twenty-eighth (28th) day of February, 1990, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the twenty-first (21st) day of March, 1990, 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 Burke, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Stone -- 47.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, March 21, 1990, at 10:00 A.M., in the Council Chamber in City Hall.

WALTER S. KOZUBOWSKI,
City Clerk.



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

Regular Meeting--Wednesday, February 28, 1990

at 10:00 A. M.

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

OFFICIAL RECORD.

RICHARD M. DALEY
Mayor

WALTER S. KOZUBOWSKI
City Clerk